



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 13, 2022 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will 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 – 8.23.22
- B. City Commission Special Meeting Minutes – 9.01.22
- C. Police Department Monthly Report – July 2022

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 4:00 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 Library Intergovernmental Agreement

- B. Consideration of Fall Festival Date Change Approval
- C. Consideration of Declaration of Vacancy - City Commission, Position No. 4
- D. Consideration of Change Order No. 1 – 7th and N. Main Low Pressure Sewer System
- E. Consideration of Change Order No. 1 – Raw Waterline Replacement Project
- F. Consideration of Bid Award – Water Treatment Plant Roof Modifications
- G. Consideration of Real Property Transactions

8. DISCUSSION ITEMS

- A. City Commission Vacancy Appointment
- B. Tide Gate Debris Management Update

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

Under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to negotiate real property transactions; and ORS 192.660(2)(h); to consult with counsel regarding the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 August 23, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Pro-tem Mark Baldwin called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Pro-tem Mark Baldwin, Tom Dyer, Rick Newton, and Gerald Poe

Commissioners Excused: Mayor Henry Balensifer

Staff Present: Interim City Manager/Police Chief Mathew Workman, Public Works Operations Manager Kyle Sharpsteen, Engineering Technician Trisha Hayrynen, City Attorney Ashley Driscoll (Zoom), and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 8.09.22
- B. Liquor License Application – Fishstix Seafood Market

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

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

COMMISSIONER REPORTS

Interim City Manager/Police Chief Mathew Workman gave a quick report on items from the previous commission meeting. He gave an update on the confiscated boats stored at the marina and noted the Harbormaster is working on the disposal. He gave an update on the requested letter to ODOT regarding crosswalks at two locations, and noted the Public Works Director shared an email from ODOT that indicates the local jurisdiction should help with the funding of crosswalks. He also gave a brief update on speed bumps, and Buoy 10.

Mayor Pro-tem Mark Baldwin read an email into the record received from Sara Van De Hey, expressing appreciation for the recent work the Public Works Department did at the dog park.

PUBLIC COMMENT

Roy Allgeyer spoke in regard to the Skipanon Marine & RV property lease assignment, noting his concerns on parcel 4. He stated he would like to lease or potentially purchase that parcel if it does not affect the new lessee. He stated he would like to see the parcel remain clear of obstructions and suggested the possibility of a fire lane to keep it clear.

Dennis Faletti complimented the City on Carruthers Park and how well kept it is, and stated the City is doing a great job.

Tony Faletti noted he was glad to see the new paint on the Hammond Fire Station and complimented everyone that was involved with Movie in the Park event. He also noted the new coat of paint going on the Library.

Kal Lambert spoke about the Fern Berg community garden, stating he would like to know the terms of the lease. He also spoke of steep grade on the trail at Enterprise; he would like to see the trail looked at differently. Also spoke of the need for the crosswalk at Enterprise. He noted a “City to Sea Trail” concept. Mayor Pro-tem Baldwin noted the family’s wishes on the Fern Berg property.

PUBLIC HEARINGS – None

BUSINESS ITEMS

City Attorney Ashley Driscoll spoke in regard to the Skipanon Marine & RV lease assignment to Coast Auto Repair. She noted it is a new lease with Coast Auto Repair and spoke of the current lease terms. She noted the questions that need to be answered before the lease can be finalized. Mayor Pro-tem Baldwin suggested designating the mayor to work with legal to finalize the terms of the lease. Ms. Driscoll stated she would like to have a motion on it. Brief discussion followed.

Commissioner Dyer made the motion to authorize the Mayor to work with the City Attorney to finalize the terms of the lease and to execute it on behalf of the City. Motion was seconded and passed.

Baldwin – aye; Dyer – aye; Poe – aye; Newton – nay

Mayor Pro-tem Baldwin briefly discussed the proposal to remove lot 4; Commissioner Newton responded.

Public Works Operations Manager Kyle Sharpsteen presented a professional services contract for the East Harbor Waterline Project. He stated there was a Request for Qualifications and three statements were received. Murraysmith was selected as the most qualified firm. Their proposal totals a not-to-exceed price of \$242,469.

MINUTES

Commissioner Dyer made the motion to approve the professional services contract with Murraysmith Inc. for project management, design, permitting and bid phase services for the East Harbor to Downtown Water Line Project. Motion was seconded and passed unanimously.

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

Mr. Sharpsteen discussed the Iredale Culvert Replacement Project, noting the City contracted with North Coast Civil Design to design a replacement storm drainage pipe on Iredale Street from 7th Avenue north to the parking area next to the Hammond Marina. He stated this is ready to send out for bids.

Commissioner Poe made the motion to approve advertising the request for bids for the Iredale Culvert Replacement Project. Motion was seconded and passed unanimously.

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

Mr. Sharpsteen stated bids were opened for the 2022-2023 Pavement Management Project and Bayview Asphalt was the lowest responsive bidder at \$588,268. The engineers estimated cost of construction was \$600,472. Commissioner Newton stated he has some questions but will abstain from voting as he owns adjacent properties. He asked about the paving at 9th and Cedar; Mr. Sharpsteen clarified.

Commissioner Dyer made the motion to approve awarding the contract for the 2022-2023 Pavement Management Project to Bayview Asphalt, Inc. for the amount of \$588,268. Motion was seconded and passed.

Baldwin – aye; Dyer – aye; Poe – aye; Newton – abstained

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Poe spoke in regard to the city to sea trail that was suggested during public comment.

Commissioner Newton gave updates on the Crab Festival, the recent LOC meeting, the I Love Hammond meeting, the movie in the park/regatta event, and various other recent events.

Ms. Driscoll noted their legal office is starting their transition, so attorney Josh Soper will be at the next City Commission meeting if needed.

At 6:43 p.m. Mayor Pro-tem Mark Baldwin recessed the regular meeting and announced the Commission will now meet in executive session under the authority of ORS 192.660(2)(f); *to consider information or records that are exempt by law from public inspection*; and ORS

MINUTES

Warrenton City Commission

Regular Meeting – 8.23.22

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192.660(2)(b); to consider the dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member, or individual agent who does not request an open hearing.

At 7:03 p.m. Mayor Pro-tem Mark Baldwin reconvened the regular meeting.

Commissioner Dyer made the motion to authorize Commissioner Dyer to work with the City Attorney’s office to address an employee complaint. Motion was seconded and passed unanimously.

Baldwin – aye; Dyer – aye; Poe – aye; Newton – abstained

There being no further business, Mayor Pro-tem Mark Baldwin adjourned the meeting at 7:05 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 September 1, 2022
 3:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 3:00 p.m. and led the public in the Pledge of Allegiance.

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

Commissioners Excused: Tom Dyer

Staff Present: Interim City Manager/Police Chief Mathew Workman, Harbormaster Jane Sweet, Marina Office Assistant Jessica Megowan, and City Recorder Dawne Shaw

BUSINESS ITEMS

Harbormaster Jane Sweet discussed the Warrenton Commercial Work Pier rehabilitation project and noted it is ready to go out to bid. She explained the process and stated approximately \$931,000 will come from the Urban Renewal Agency budget, and remainder from the Warrenton Marinas Capital Improvements. Brief discussion followed.

Commissioner Baldwin made the motion to approve advertising the request for bids for the Warrenton Commercial Work Pier Rehab Improvements Project. Motion was seconded and passed unanimously.

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

There being no further business, Mayor Balensifer adjourned the meeting at 3:12 p.m.

APPROVED:

ATTEST:

 Henry A. Balensifer III, Mayor

 Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: September 13, 2022
 RE: July 2022 Report

Upcoming Dates:

- September 5th CERT Meeting
- September 6th & 20th Municipal Court
- September 15th DV Council Meeting
- September 17th Costco Safety Day Event
- September 28th 911 Subscriber Board Meeting
- September 28th & 29th OACP Fall Conf.

Month in Brief:

- July 4th: Parade went well, no major incidents.
- July 6th: Chief attended the OACP Board meeting in Eugene.
- July 7th: Chief took medications to Covanta for destruction, 420lbs.
- July 21st: Law Enforcement Administrator's meeting at CCSO.
- July 27th: 911 Subscriber Board Meeting.
- July 27th: Chief participated in the City Manager interviews.
- July 28th: Ofc. Trujillo attended Active Threat Response Training in Tillamook.
- July 29th: Chief attended training on cardiac disease awareness for law enforcement.

Challenges/Obstacles:

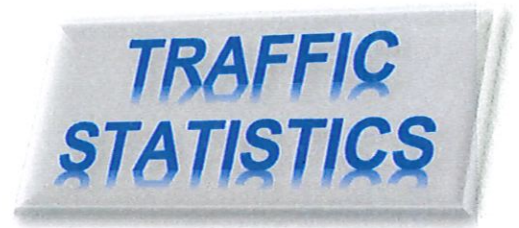
- Continue to be short-handed with one open position, one officer in the academy, one officer on an extended leave, and another officer on extended leave. Also vacation season so many officers gone for multiple days.
- Higher fuel prices continue.
- Video server continues to have issues, was able to replace a hard drive with help of IT personnel.

Successes:

- Ofc. Alvarez started the Basic Academy on July 18th and is doing well.
- Made a conditional employment offer to applicant, waiting for medical, psychological assessment, and drug screen process to be completed.
- Departmentwide rifle training for the new rifles is scheduled for August, then officers will start carrying them in their patrol vehicles.

Traffic Statistic Highlights:

- Four (4) DUII Arrests – (4) Alcohol, (0) Drugs
- Thirteen (13) Driving While Suspended Citations/Arrests
- Eight (8) Careless/Reckless Driving Citations/Arrests
- Five (5) Speeding Citations
- One (1) Fail to Yield Citations
- Three (3) Following Too Close Citations
- Fourteen (14) Insurance Citations
- Four (4) Fail to Install Interlock Device Citation
- Six (6) No Driver's License Citations
- Sixty-Eight (68) other Citations and Warnings
- Twenty-One (21) Accident Investigations



Overall Statistics:

July Statistics (% changes are compared to 2021)							
Category	2022	2021	% Chg	2020	% Chg	2019	% Chg
Calls for Service	783	868	-10%	767	2%	817	-4%
Incident Reports	210	205	2%	257	-18%	220	-5%
Arrests/Citations	168	167	1%	153	10%	213	-21%
Traffic Stops/ Events	167	173	-3%	169	-1%	254	-34%
DUII's	4	4	0%	2	100%	4	0%
Traffic Accidents	21	17	24%	28	-25%	33	-36%
Property Crimes	110	112	-2%	104	6%	134	-18%
Person Crimes	90	112	-20%	101	-11%	88	2%
Drug/Narcotics Calls	2	4	-50%	3	-33%	4	-50%
Animal Calls	34	28	21%	27	26%	35	-3%
Officer O.T.	178.8	129	39%	147.2	21%	174.5	2%
Reserve Hours	0	0	0%	0	0%	15	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	592	562	651	590	630	724	783		
Incident Reports	217	193	217	196	197	204	210		
Arrests/Citations	167	116	133	132	105	141	168		
Traffic Stops/ Events	146	123	102	118	112	164	167		
DUII's	4	2	3	4	1	5	4		
Traffic Accidents	9	8	13	12	13	12	21		
Property Crimes	97	91	116	59	102	111	110		
Person Crimes	60	54	68	68	62	66	90		
Drug/Narcotics Calls	0	6	1	4	1	2	2		
Animal Calls	8	14	38	13	18	33	34		
Officer O.T.	126.25	158	193.75	218.5	213	150.83	178.75		
Reserve Hours	0	0	0	0	0	0	0		

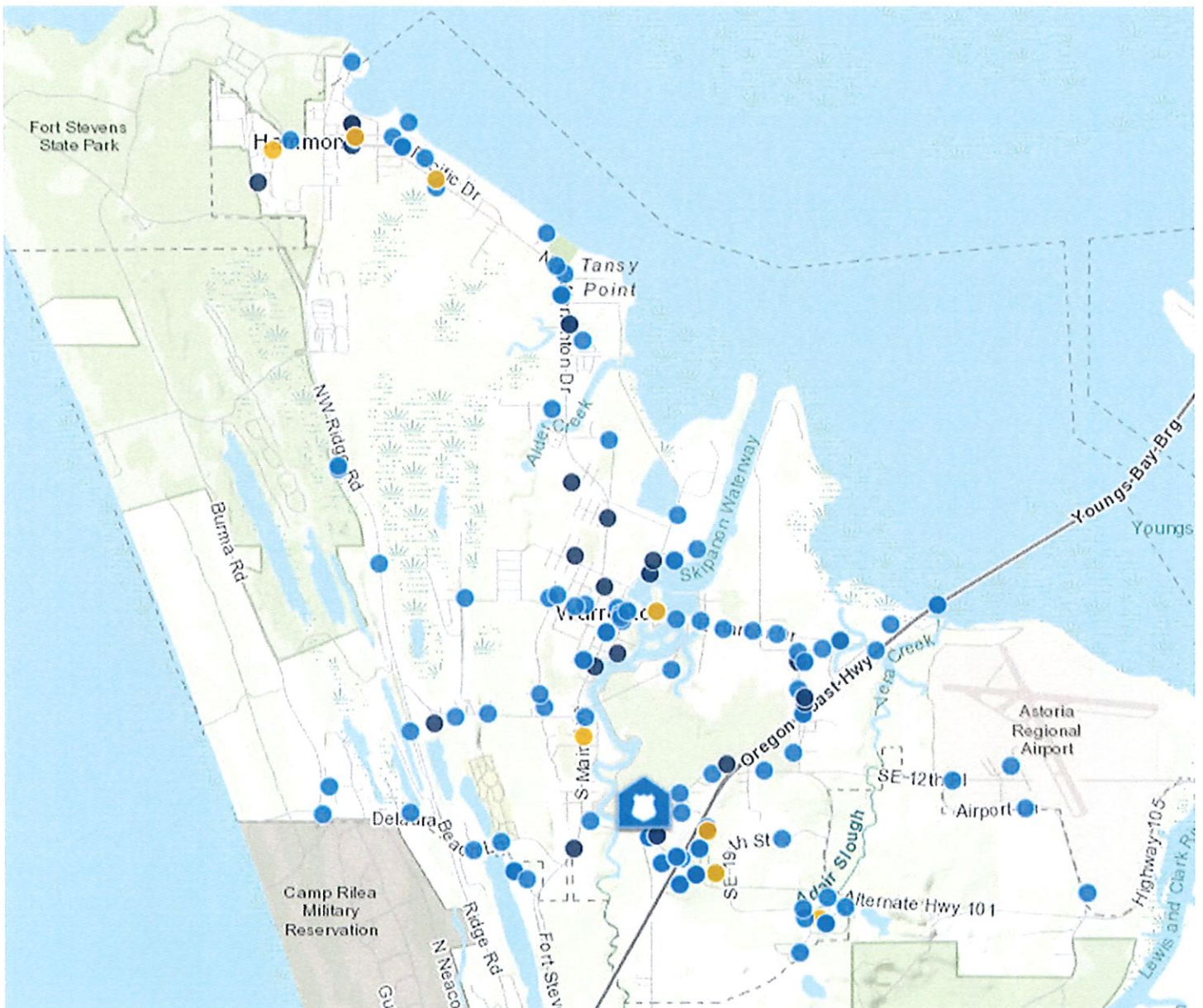
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
			4532	7769	7955	-2%	9270	-16%	9819	-21%
			1434	2458	2442	1%	2469	0%	2608	-6%
			962	1649	1891	-13%	2095	-21%	1731	-5%
			932	1598	2000	-20%	2489	-36%	2627	-39%
			23	39	27	46%	36	10%	33	19%
			88	151	228	-34%	246	-39%	275	-45%
			686	1176	1191	-1%	1230	-4%	1094	7%
			468	802	830	-3%	863	-7%	849	-6%
			16	27	58	-53%	86	-68%	117	-77%
			158	271	207	31%	289	-6%	271	0%
			1239.1	2124	2075.4	2%	2194.5	-3%	1731.7	23%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	44	44	21
Code 41 (Aggressive)	4	1	0

Elk Incidents	2022	2021
Interaction:	0	1
Traffic Accidents:	1	1
Traffic Complaints:	0	0
Total:	1	2

The following is a graphic representation of statistics for **July 2022** 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.

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





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kelly Knudsen, Warrenton Community Library Director
DATE: For the Agenda of September 13, 2022
SUBJ: Intergovernmental agreement between Astoria, Seaside and Warrenton Libraries 2022-2027

BACKGROUND

Warrenton Community Library requests that Warrenton City Commission renew the Intergovernmental Agreement or IGA between the cities of Astoria, Seaside and Warrenton. We have made the following modifications (as follows) and would like to request the agreement be renewed for five (5) more years.

The benefits Warrenton Community Library has received from this IGA include a newly formed cooperative sharing books and courier services between libraries, a shared library system (ILS), a price break on both the ILS and our digital eBooks and audiobooks, thanks to sharing resources and services.

Changes to the IGA include:

- Updated through 2027 (5 years)
- Updated language including new shared automation system (SirsiDynix ILS)
- Updates about the Northwest Library Cooperative (NLC), formed after the first IGA was signed (January 2021)
- Includes language about Libraries Reading Outreach in Clatsop County (ROCC), one of the key pieces of how the three (3) libraries work together through the Northwest Library Cooperative

RECOMMENDATION/SUGGESTED MOTION

I move to approve and sign the updated Intergovernmental Agreement (IGA) between the cities of Astoria, Seaside and Warrenton Libraries for five more years through 2027.

Intergovernmental Agreement (IGA) regarding a Library Cooperative and Integrated Library System (ILS) including cataloging and circulation modules between the Astoria Public Library (City of Astoria), the Seaside Public Library (City of Seaside) and the Warrenton Community Library (City of Warrenton)

September 2022 through December 2027

This Intergovernmental Agreement is made effective upon signed and dated approval of the City of Astoria, the City of Seaside, and the City of Warrenton authorized acting authorities.

The purpose of this Intergovernmental Agreement is to improve library services for the Astoria Public Library, the Seaside Public Library, and the Warrenton Community Library by reducing costs and sharing the resources of one Integrated Library System. Sharing technology and collections are the visible, concrete component of this agreement. For the purposes of this agreement, collections shared are the Astoria Public Library circulating collection, the Seaside Public Library circulating collection and the Warrenton Community Library circulating collection.

This is an agreement between the City of Astoria, the City of Seaside and the City of Warrenton to provide a shared Integrated Library System catalog and cataloging system through vendor Sirsidynix Corporation (hereafter referred to as "the ILS") for the Astoria Public Library, the Seaside Public Library and Warrenton Community Library.

Removal from this agreement may be requested at any time with 90 days advance written notice given to the entities and ILS vendor. There will be no billing of fees by either Library to the other due to the lapse of this agreement unless the vendor charges for removal or authority or catalog records, which fees will be passed on to the library that is migrating out of the system.

Each Library will maintain their own separate Library collection at the same level as when they joined this IGA.

As part of this Library Cooperative agreement, the cities of Astoria, Seaside, and Warrenton also support and provide cooperative collaboration for the Libraries Reading Outreach in Clatsop County. This includes the Library Directors and staff collaborating with the work of the Outreach contractor for Libraries ROCC. The Library Directors also serve on the Libraries ROCC board.

Materials Shared Between Libraries

Interlibrary loan requests will be processed through hold placements in the ILS and will be run through the Orbis Cascade Courier System until such time as other courier systems may replace the existing systems. Requests will be processed by the respective staff or volunteers at each Library. All materials

may be returned through the courier except for items which do not fit or are not shared by all libraries (a few special collections are the exception). Any late books or lost material fines will accrue per the agreed NLC policies and procedures manual as set by the city library policy manuals.

Library Circulation workflows

Library cards will be issued based on primary place of residence and fees should be collected at the library where card is issued unless explained differently in the NLC procedure manual (for ease of staff procedure). If a patron lives outside of the city limits, the intent is to have them get a library card at their nearest geographical library. Cards will be issued based on place of residence. Out of city limits or district fees will apply based on where card is issued.

Library Catalog Records

The shared catalog records will be implemented in the following manner:

Any new books with holdings created by the Seaside Public Library will be maintained by the Seaside Public Library. The Astoria Public Library will have second ranking in creating and retaining cataloging records after the Seaside Public Library. All new books not already with a cataloging record or holdings created by the Astoria Public Library will be maintained by the Astoria Public Library. All holdings created by the Warrenton Community Library will be maintained by the Warrenton Community Library. The three Library's catalogers will agree on best practices for creating and maintaining records and holdings codes with Seaside Public Library catalogers taking responsibility for leading and implementing best practices.

After the initial merge of records in 2020, Catalogers will attach their holdings codes to pre-existing MARC records created in the system matching ISBN or OCLC number. When a pre-existing title is not discoverable in the catalog, catalogers will proceed with downloading a full MARC record from OCLC to the shared catalog.

Records downloaded should be full MARC records with the current preferred choice of records received from the OCLC cataloging source available.

Fines and fees

If a library patron has fines or lost items charged to their library card, they must pay any fines over \$5 off their account at the library where their card was created before receiving the requested materials. No library card patron whose library card status is in collections will be allowed to place holds.

Library Automation System

Upon agreement of the three cities, the libraries may approve moving to a different, shared Integrated Library System. The system for sharing items is based upon the three city's library collections and operations and not upon one specific Integrated Library System vendor. Moving to another vendor may be based upon increased efficiencies or cost factors that benefit the libraries and the patrons they serve.

Administration

The Library Director for Seaside, the Library Director for Astoria, and the Library Manager for Warrenton will assume all responsibility for fulfilling the intent of this agreement either through designated staff or authorized contractors.

All three cities will agree to maintain Internet connectivity, current levels of cataloging, and other infrastructure to allow for the timely delivery and services of the agreement to provide the best possible service through this shared catalog agreement. The parties agree to maintain all equipment and software used to connect the libraries to the ILS at the most current release levels of the operating system, anti-virus, ILS client software and other hardware or software features that relate to the security and efficient operation of the ILS.

Support

It is the responsibility of each Library to maintain their own connectivity, cataloging, circulation workflows, and support. Each Library shall maintain their own tech support whether it be through SirsiDynix or IT contractors hired by each city or staff. It is the right and responsibility of each Library in this system to maintain systems and services of the catalog, circulation, data, settings, and records that pertain directly to the respective individual library.

Privacy and Confidentiality Rights and Responsibilities

All data, records, and information within the ILS relating to the circulation, identification of library patrons, overdue charges, and library records for each contracting library will be deemed to be the property of the contracting library for all purposes and the respective library and city confidentiality policies rules will be the abiding rules.

Should any party to this agreement be subject to a legal proceeding related to data stored within the ILS for which the other party has ownership, technical controls, or access, or other responsibility, the parties agree to indemnify each other.

It is the responsibility of each library to make sure that all staff and volunteers with access to confidential information are aware of their responsibilities and the policies of the library regarding the sharing of any personal or private data or other information.

Signature Page

The City of Astoria, City of Seaside, and the City of Warrenton hereby agree to this Intergovernmental Agreement.

In witness whereof, the following authorized signers have caused this agreement to be active from today's date until December 31, 2027.

City of Astoria:

City Manager
Date:

City of Seaside:

City Manager
Date:

City of Warrenton:

City Manager
Date:



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: September 13, 2022
 SUBJ: Fall Festival Date Change

SUMMARY

At its May 24, 2022 meeting, the City Commission approved the Fall Festival event and an amplified noise request. The Fall Festival was originally scheduled to take place on October 22nd and has since been moved to October 15th. Staff is requesting the Commission update the event approval and the authorization to use amplified sound at the Fall Festival on October 15th.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the October 15, 2022 Fall Festival Event and authorize the usage of amplified sound at the event."

ALTERNATIVE

N/A

FISCAL IMPACT

N/A

Approved by City Manager:

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Mathew J. Workman, Interim City Manager
 DATE: September 13, 2022
 SUBJ: Declaration of Commission Vacancy

SUMMARY

On September 6, 2022, I received an email from Commissioner Rick Newton resigning as a City Commissioner for Position #4 effective immediately. With this resignation, the City Commission must declare a vacancy on the City Commission so that the process can be started to appoint someone to finish the term for the vacant position or leave the position vacant.

RECOMMENDATION/SUGGESTED MOTION

Declare City Commission Position #4 as vacant.

I move to declare City Commission Position #4 as vacant.

ALTERNATIVE

None.

FISCAL IMPACT

None.

ATTACHMENTS:

- Copy of Commissioner Newton's resignation email.

Approved by City Manager: _____

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

City of Warrenton Commission

CITY OF WARRENTON
FINANCE DEPARTMENT

SEP 07 2022

RECEIVED
WARRENTON, OR 97146

I am submitting my resignation effectively immediately. I absolutely loved when I was allowed to work for the citizens.

I have been in contact with Paul Mitchell for his upcoming seat as a Commissioner so he can be somewhat "up-to-speed" and ready for his new position.



Rick Newton
P O Box 487
Warrenton, Or. 97146
503-338-2279



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig P.E., Public Works Director
DATE: September 13, 2022
SUBJ: Change Order #1 – 7th and N Main Low Pressure Sewer System

SUMMARY

The NW 7th PI and N. Main Ave Low Pressure Sewer System project was awarded to Bob McEwan Construction and a notice to proceed was given on May 18th, 2022. The contract has a substantial completion date of August 16th, 2022, with a final completion date of September 15th, 2022. This change order is a request to extend those dates thirty days to September 15th, 2022, and October 15th, 2022, respectively. During service stub installations, there was unforeseen subgrade conditions, which required detailed hand excavation to prevent damage to other utilities.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the Change Order #1– 7th and Main Low Pressure Sewer System Project, moving the substantial completion date from August 16th, 2022, to September 15th, 2022."

ALTERNATIVE

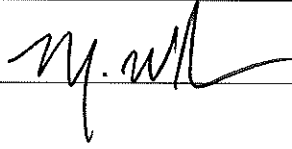
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

FISCAL IMPACT

Contract section 4.02 Liquidated Damages provides \$400 for each day that expires after the time specified for Substantial Completion. As of today, it would equal 19 work days for a total of liquidated damages of \$7,600.

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager: _____

A handwritten signature in black ink, appearing to be 'M. Will', written over a horizontal line.

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

CHANGE ORDER NO.: 1

Owner: **City of Warrenton** Owner's Project No.:
 Engineer: **Civil West Engineering Services, Inc.** Engineer's Project No.: 3211-004
 Contractor: **Bob McEwan Construction** Contractor's Project No.:
 Project: **7th and Main Low Pressure Sewer System**
 Date Issued: **8/19/2022** Effective Date of Work Change Directive: **8/19/2022**

The Contract is modified as follows upon execution of this Change Order:

Description:

Extend the substantial completion and final completion date by thirty days due to unforeseen subgrade conditions.

Attachments:

None

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ <u>N/A</u>	Original Contract Times: Substantial Completion: <u>8/16/2022</u> Ready for final payment: <u>9/15/2022</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order]: \$ <u>N/A</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order]: Substantial Completion: <u>N/A</u> Ready for final payment: <u>N/A</u>
Contract Price prior to this Change Order: \$ <u>N/A</u>	Contract Times prior to this Change Order: Substantial Completion: <u>8/16/2022</u> Ready for final payment: <u>9/15/2022</u>
[Increase] [Decrease] this Change Order: \$ <u>N/A</u>	Increase this Change Order: Substantial Completion: <u>30 days</u> Ready for final payment: <u>30 days</u>
Contract Price incorporating this Change Order: \$ <u>N/A</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>9/15/2022</u> Ready for final payment: <u>10/15/2022</u>

Recommended by Engineer

By: *Matt West*

Title: PRINCIPAL

Date: 8/22/22

Authorized by Owner

By: _____

Title: _____

Date: _____

Requested by Contractor

By: *Michael R. McEwan*

Title: PRES.

Date: 8/22/22

Approved by Funding Agency (if applicable)

By: _____

Title: _____

Date: _____

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AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig P.E., Public Works Director
DATE: September 13, 2022
SUBJ: Change Order #1 – Raw Waterline Replacement Project

SUMMARY

The Raw Waterline project was awarded to Big River Construction, Inc. and a notice to proceed was given on July 20th, 2022. During the pre-construction meeting, the requirement for fire watch protocol required by both Oregon Department of Forestry and property owner Nuveen was discussed in detail. Big River worked with both agencies to receive waivers, however, some of the items were not waived. The required three-hour fire watch after all power drive machinery used has been shut down for the day, was reduced to one hour. Big River has their own 4000-gallon water truck that they will have on site for firefighting purposes. These items were not in the contract and is requested to be added as a pay item.

RECOMMENDATION/SUGGESTED MOTION

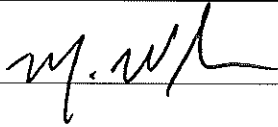
"I move to approve the Change Order #1– Raw Waterline Replacement Project, to increase the contract price up to \$849,462.85, for Fire Watch Services."

ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager: _____  _____

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



Change Order No. 01

Date of Issuance: <u>09/XX/22</u>	Effective Date: <u>09/XX/22</u>
Owner: City of Warrenton, Oregon	Owner's Contract No.: 620094
Contractor: Big River Construction, Inc.	Contractor's Project No.: 22140
Engineer: Murraysmith, Inc.	Engineer's Project No.: 21-3108
Project: Raw Waterline Replacement	Contract Name: Raw Waterline Rep.

The Contract is modified as follows upon execution of this Change Order:

Description:

Add Pay Item No. 19, Fire Watch, to Contract. Item is measured by Unit of Work Day and paid by Unit Price of \$696.73 per Work Day. Initial quantity of Units is 45 Work Days (based on Notice to Proceed date and current Construction Schedule to complete Work by Sept 30).

Fire Watch is necessitated by Property Owner and Oregon Dept of Forestry for Industrial Fire Protection requirements.

Attachments: Change Proposal Request No. 01

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: <u>\$ 818,110.00</u>	Original Contract Times: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
No Change from previously approved Change Orders No. <u>01</u> to No. <u>01</u> : <u>\$ 0</u>	No Change from previously approved Change Orders No. <u>01</u> to No. <u>01</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: <u>\$ 818,110.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Increase of this Change Order: <u>\$ 31,352.85</u>	No Change of this Change Order: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days
Contract Price incorporating this Change Order: <u>\$ 849,462.85</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>120</u> Ready for Final Payment: <u>150</u> days

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Senior Project Manager</u>	Title: _____	Title: _____
Date: <u>09/XX/22</u>	Date: _____	Date: _____



CHANGE PROPOSAL REQUEST (Not a Change Order)

CPR No.: 01 CPR Date: 08/23/2022
 MurraySmith Job No.: 21-3108 Owner Job No.: 620094
 Project Name: Raw Waterline Replacement
 Owner: City of Warrenton, Oregon
 Engineer: MurraySmith, Inc.
 Contractor: Big River Construction, Inc.

Date Sent to Contractor: N/A Date Received from Contractor: 08/18/2022

Initiated By: Engineer Owner Contractor

This CPR applies to or is related to the following:

Drawing Nos.: _____ Specification Section: _____ RFI No.: _____ Other: See attached emails

Attention: The following change in the contract on this project is proposed. Work shall not commence until authorized by the Owner. All work shall be performed in accordance with the terms, stipulations, and conditions of the original Contract Documents. The amount of this Change Proposal Request constitutes full compensation to the Contractor for all direct, indirect, delay impacts and all other cost and damages whether known or unknown, arising or relating to the subject matter of this Change Proposal request. The basic contract remains in full force and effect, except as modified by the Change Order.

This CPR will:

Description	Decrease in Contract Price	Increase in Contract Price
Add "Fire Watch" as new pay item to the Contract. This work is necessitated by the Property Owner and Oregon Dept of Forestry as part of the Industrial Fire Restrictions. New Pay Item No. 19, "Fire Watch," measured/paid by Unit Price. Measurement is Work Day and Unit Price is \$696.73 per Work Day. Based on current Construction Schedule, initial quantity basis is forty-five (45) Work Days.		\$31,352.85

Contract Time

Estimated Change in Contract Times:

Substantial Completion No Change _____ Days
 Final Completion No Change _____ Days

Recommendation Accept Not to Accept 08/23/2022
(Engineer) Date

Owner Action Accepted Not Accepted Date
(Owner's Representative)

Contractor Action Accepted Not Accepted Date
(Contractor)

Andy Miles

From: Ryan Lampi <rlampi@bigrivercompanies.com>
Sent: Thursday, August 18, 2022 3:08 PM
To: Andy Miles
Subject: RE: Raw Water - Fire Watch COR

Andy,

As needed, the water truck will be a day rate and the fire watch will be by the hour. Based off of that yes, your email below is fine. I will let you fill in how many days you think, but ultimately it will be while fire watch is needed. As soon as it is not needed obviously this will not apply.

Lastly, I spoke with Derek on schedule. Figure Tuesday in moving pipe into the ditch. I let them know to take care of the pipe so no scratches or dents.

Ryan Lampi



Big River Construction, Inc.
35064 Hwy 101 Business | Astoria, OR 97103
P: 503-338-3878 | CCB# 147632
www.bigrivercompanies.com



From: Andy Miles <Andy.Miles@murraysmith.us>
Sent: Thursday, August 18, 2022 12:17 PM
To: Ryan Lampi <rlampi@bigrivercompanies.com>
Cc: Andy Miles <Andy.Miles@murraysmith.us>
Subject: RE: Raw Water - Fire Watch COR

Ryan,

Thanks for providing the backup info/detail supporting the Fire Watch change order request/proposal. I see the Unit Price is "Per Day" and to clarify this is per work-day (any day that work is being done on-site). The Unit Price is \$696.73 Per Day.

To establish an extended price for purpose of Change Order consideration, I would suggest assuming 45 Days as the basis of quantity. This is the number of work days in August and September. Based on the current project schedule, the work is estimated to be complete by end of Sept.

Using 45 Days @ \$696.73 Per Day, the total Change Order for Contract Price would be increase of \$31,352.85. This would be a new Unit Price line item and measured/paid by each work day.

Please let me know if the above is accurate/acceptable?
If so, then I will forward this info to Trisha for City's consideration.

Thanks!
Andy

Andy Miles PE

Senior Engineer | Licensed in WA, OR, HI
 400 E Mill Plain Blvd., Suite #400, Vancouver, WA 98660
 P 360.448.4230 | D 360.448.2857 | M 360.991.9255
 Murraysmith | www.murraysmith.us

From: Ryan Lampi <rlampi@bigrivercompanies.com>
Sent: Thursday, August 18, 2022 11:36 AM
To: Andy Miles <Andy.Miles@murraysmith.us>
Subject: Raw Water - Fire Watch COR

Andy,

See attached for the Fire Watch COR and breakdown of costs per day. AS mentioned before, unfortunately we have to charge for the water truck since it cannot be utilized elsewhere. Our typical standby rate is \$85/hr, so this is well under that.

1 Fire Watch		1	LS			
Equipment:		Quant	Unit		Unit Price	Total
	Water Truck	1	DAY	*	\$ 500.00	\$ 500.00
					sub total	\$ 500.00
Labor:		Quant	Unit		Unit Price	Total
	Supervisor	1	HR	*	\$ 80.00	\$ 80.00
					sub total	\$ 80.00
					Cost	\$ 580.00
					Markups	
					Materials	17% \$ -
					Equipment	17% \$ 85.00
					Labor	22% \$ 17.60
					Subcontractor	8% \$ -
					Total	\$ 102.60
					Add-On	
					Bond	1.5% \$ 10.24
					OR Serv. Crg.	0.570% \$ 3.89
					Total	\$ 14.13
					Grand Total	\$ 696.73

NOTES: Fire Watch Daily Rate

Ryan Lampi



Big River Construction, Inc.
 35064 Hwy 101 Business | Astoria, OR 97103
 P: 503-338-3878 | CCB# 147632
www.bigrivercompanies.com

Andy Miles

From: Ryan Lampi <rlampi@bigrivercompanies.com>
Sent: Tuesday, August 16, 2022 12:58 PM
To: Andy Miles
Subject: Raw Water - Fire Watch
Attachments: Warrenton Raw Waterline

Andy,

See attached email regarding fire watch protocol. We have worked with ODF and Whitney with Nuveen to get a waiver on some fire watch items. The main one is the water trailer and pump, those are typically expensive items to rent—thankfully we were able to use our water truck instead.

We will be required to have the typical hand tools; shovel, axe, extinguisher, etc. for our crews, which is not a problem. We will also now have to have a water truck onsite and a 1 hour fire watch at the end of each shift. I would propose just tracking it time and materials and coming up with an agreeable rate for the water truck. Unfortunately, the water truck is a resource we use daily on other jobs, so we will be out this truck for the duration of this fire watch protocol.

Can you advise how we want to proceed with the fire watch from a cost tracking perspective?

Thanks,

Ryan Lampi



Big River Construction, Inc.
35064 Hwy 101 Business | Astoria, OR 97103
P: 503-338-3878 | CCB# 147632

www.bigrivercompanies.com



Andy Miles

From: Whitney Johnson <Whitney.Johnson@gwrglobal.com>
Sent: Tuesday, August 16, 2022 11:38 AM
To: craig.l.sorter@odf.oregon.gov
Cc: Ryan Lampi
Subject: Warrenton Raw Waterline

Good morning, Nuveen Natural Capital accepts a 1-hour fire watch for the Warrenton Raw Waterline Project if the IFPL increases to a 2 or 3. We also accept the use of a water truck with at least a 20' hose instead of the fire trailer and pump.

Thank you,

Whitney Johnson
Land Use Administrator
whitney.johnson@gwrglobal.com
m +503.440.9142

nuveen

NATURAL CAPITAL

PO Box 2865

Gearhart, OR 97138

www.nuveen.com/naturalcapital

Nuveen provides investment solutions through its investment specialists. Nuveen Natural Capital, LLC is a global agricultural and timberland asset manager. Nuveen Alternatives Advisors LLC is the registered investment adviser for the agriculture and timberland investment vehicles and subsidiary of Nuveen, LLC.

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FIRE SEASON REQUIREMENTS

The following fire season requirements become effective when fire season is declared in each Oregon Department of Forestry Fire Protection District, including those protected by associations (DFPA, CFPA, WRPA).

NO SMOKING (477.510)

No smoking while working or traveling in an operation area.



HAND TOOLS (ORS 477.655, OAR 629-43-0025)

Supply hand tools for each operation site - 1 tool per person with a mix of pulaskis, axes, shovels, hazel hoes. Store all hand tools for fire in a sturdy box clearly identified as containing firefighting tools. Supply at least one box for each operation area. Crews of 4 or less are not required to have a fire tools box as long as each person has a shovel, suitable for fire-fighting and available for immediate use while working on the operation.



FIRE EXTINGUISHERS (ORS 477.655, OAR 629-43-0025)

Each internal combustion engine used in an operation, except power saws, shall be equipped with a chemical fire extinguisher rated as not less than 2A:10BC (5 pound).



POWER SAWS (ORS 477.640, OAR 629-043-0036)

Power saws must meet Spark Arrester Guide specifications - a stock exhaust system and screen with $\leq .023$ inch holes.

The following shall be immediately available for prevention and suppression of fire:

- ◆ One gallon of water or pressurized container of fire suppressant of at least eight ounce capacity
- ◆ 1 round pointed shovel at least 8 inches wide with a handle at least 26 inches long
- ◆ The power saw must be moved at least 20' from the place of fueling before it is started.



FIRE TOOLS, EXTINGUISHERS FOR TRUCKS (ORS 477.655, OAR 629-043-0025)

Equip each truck driven in forest areas for industrial purposes with:

- ◆ 1 round pointed shovel at least 8 inches wide, with a handle at least 26 inches long
- ◆ 1 axe or Pulaski with 26 inch handle or longer
- ◆ 1 fire extinguisher rated not less than 2A:10BC (5 pound).



SPARK ARRESTERS AND MUFFLERS (ORS 477.645, OAR 629-043-0015)

All non-turbo charged engines must meet Spark Arrester Guide specifications except:

- ◆ Fully turbo charged engines.
- ◆ Engines in motor vehicles operating on improved roads equipped with an adequate muffler and exhaust system.
- ◆ Engines in light trucks (26,000 GVW or less) that are equipped with an adequate muffler and an exhaust system.
- ◆ Engines in heavy trucks (greater than 26,000 GVW) that are equipped with an adequate muffler and exhaust system.
- ◆ If a truck engine is not fully turbo-charged, then the exhaust must extend above the cab and discharge upward or to the rear, or to the end of the truck frame.
- ◆ Water pumping equipment used exclusively for fighting fire.
- ◆ Engines of 50 cubic inch displacement or less, except ATV's and motorcycles, shall be equipped with an adequate muffler and an exhaust system.
- ◆ Engines in ATV's and motorcycles must be equipped with an adequate muffler and exhaust system or an approved screen, which completely encloses exhaust system.
- ◆ Power saws. (See power saw requirements)



PUMP, HOSE, AND WATER SUPPLY (ORS 477.650, 477.625, OAR 629-043-0026, 629-43-0020)

Supply a pump, hose and water supply for equipment used on an operation.



- ◆ Pump must be maintained ready to operate and capable to provide a discharge of not less than 20 gallons per minute at 115 psi at pump level. **Note: Volume pumps will not produce the necessary pressure to effectively attack a fire start. Pressure pumps are recommended.**
- ◆ Water supply shall be a minimum of 300 gallons if a self-propelled engine.
Water supply shall be a minimum of 500 gallons if not self-propelled (pond, stream, tank, sump, trailer, etc.)
- ◆ One water supply is adequate as long as the operator can deliver water to the fire within 10 minutes
- ◆ Provide enough hose (500 feet minimum) not less than 3/4" inside diameter to reach areas where power driven machinery has worked.

Note: Should a fire occur, the operator must be able to position the water supply in a location where enough hose is available to reach the area worked by power driven machinery. This includes mobile equipment as well as motorized carriages and their moving lines. Moving lines are defined as main lines and haul back lines. This can be achieved in many ways, including the practice of having a water tank and hose attached to a piece of equipment, like a skidgen or skidder, that can get the water to the fire.

- ◆ Water supply, pump, and at least 250' of hose with nozzle must be maintained as a connected, operating unit ready for immediate use.

CABLE LOGGING OPERATIONS (ORS 477.625, 477.655, OAR 629-043-0026, 629-043-0025)

Clear the ground of flammable debris within a 10-foot radius around any block. This cleared area shall be kept free of flammable debris while the block is in use.

Provide at each block:

- ◆ 5 gallon pump can filled with water
- ◆ 1 round pointed shovel at least 8 inches wide with a handle at least 26 inches long.

FIRE WATCH SERVICE (477.665, 629-043-0030)

Each operation area is to have a Firewatch.

Fire watch shall be on duty during any breaks (up to 3 hours) and for three hours after all power driven machinery used by the operator has been shut down for the day. *Note: Some ODF districts waive this requirement based on the IFPL in place. Check with the district in which you are working.*

Fire watch shall:

- ◆ Be physically capable and experienced to operate firefighting equipment.
- ◆ Have facilities for transportation and communications to summon assistance.
- ◆ Observe all portions of the operation on which activity occurred during the day.



Upon discovery of a fire, Firewatch personnel must: First report the fire, summon any necessary firefighting assistance, describe intended fire suppression activities and agree on a checking system; then, after determining a safety zone and an escape route that will not be cut off if the fire increases or changes direction, immediately proceed to control and extinguish the fire, consistent with firefighting training and safety.

OPERATION AREA FIRE PREVENTION (477.625, 629-043-0026)

- ◆ Keep all power driven machinery free on excess flammable material which may create a risk of fire.
- ◆ Avoid line-rub on rock or woody material, which may result in sparks or sufficient heat to cause ignition of a fire.
- ◆ Disconnect main batteries from powered components (other than what may be necessary to retain computer memory) through a shut-off switch or other means or, leave equipment on ground cleared of flammable material.

NOTICE:

THESE ARE MINIMUM STANDARDS BY LAW. MANY LANDOWNERS REQUIRE ADDITIONAL REQUIREMENTS.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, P.E., Public Works Director
 DATE: September 13, 2022
 SUBJ: Bid Award – WTP Roof Modifications

SUMMARY

On August 23rd, 2022, bids were opened for the Warrenton WTP Roof Modifications project. Roof Toppers, Inc. was the lowest and only responsive bidder at \$365,109. The engineers estimated cost of construction was \$400,000.

RECOMMENDATION/SUGGESTED MOTION

“I move to approve awarding the contract for the Warrenton WTP Roof Modifications to Roof Toppers, Inc. for the amount of \$365,109 and grant authority to the City Manager for approving change orders for this project, of no more than 10% of the bid amount.”

ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager: _____

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

AGREEMENT

1.00 - GENERAL

THIS AGREEMENT, made and entered into this ____ day of _____, 2022, by and between _____, hereinafter called "**CONTRACTOR**" and the City of Warrenton, a municipal corporation, hereinafter called "**CITY**."

WITNESSETH:

That the said **CONTRACTOR** and the said **CITY**, for the consideration hereinafter named agree as follows:

2.00 - DESCRIPTION OF WORK

The **CONTRACTOR** agrees to perform the work of:

WARRENTON WTP ROOF MODIFICATIONS

and do all things required of it as per his Bid, all in accordance with the described Bid, a copy of which is hereto attached and made a part of this Contract.

3.00 - COMPLETION OF CONTRACT

The **CONTRACTOR** agrees that the Work under this Contract shall be completed by the following dates:

- Substantial Completion – ____ Days from Notice to Proceed.
- Final Completion – ____ Days from Notice to Proceed.

If said **CONTRACTOR** has not fully completed this Contract within the time set or any extension thereof, it shall pay liquidated damages in accordance with Section 00180.85 of the General Conditions.

4.00 - CONTRACT PRICE

The Contract Price for this project is _____. Payment will be made in accordance with ORS 279C.560 including progress payments at the end of each month. Retainage will be withheld in accordance with ORS 279C.550 - .565.

5.00 - CONTRACT DOCUMENTS

The **CONTRACTOR** and the **CITY** agree that the plans, specifications (including the ODOT/APWA 2015 Oregon Standard Specifications for Construction and Contract Documents defined in Section 00110.20 of the Contract Documents General Conditions and all modifications thereto) and bid are, by this reference, incorporated into this Contract and are fully a part of this contract.

6.00 - NONDISCRIMINATION

It is the policy of the City of Warrenton that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Warrenton also requires its contractors and grantees to comply with this policy.

7.00 - CONTRACTOR IS INDEPENDENT CONTRACTOR

A. **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 **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 repayment of any amounts from **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 to a third party) as a result of said finding.

B. The undersigned **CONTRACTOR** hereby represents that no employee of the **CITY** of Warrenton, or any partnership or corporation in which a **CITY** 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.

8.00 - SUBCONTRACTS - RELATIONS WITH SUBCONTRACTORS, ASSIGNMENTS AND DELEGATION

A. Assignment or Transfer Restricted. The CONTRACTOR shall not assign, sell, dispose of, or transfer rights nor delegate duties under the contract, either in whole or in part, without the CITY's prior written consent. Unless otherwise agreed by the CITY in writing, such consent shall not relieve the CONTRACTOR of any obligations under the contract. Any assignee or transferee shall be considered the agent of the CONTRACTOR and be bound to abide by all provisions of the contract. If the CITY consents in writing to an assignment, sale, disposal or transfer of the CONTRACTOR's rights or delegation of the CONTRACTOR's duties, the CONTRACTOR and its surety, if any, shall remain liable to the CITY for complete performance of the contract as if no such assignment, sale, disposal, transfer or delegation had occurred unless the CITY otherwise agrees in writing.

B. CONTRACTOR may not discriminate against a subcontractor in awarding a subcontract because the subcontractor is a minority, women or emerging small business enterprise certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran, as defined in ORS 408.225. If CONTRACTOR violates this prohibition, the CITY will regard the violation as a breach of contract and may either terminate the contract or exercise any other remedy for breach of contract.

9.00 - 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.

10.00 - 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 CITY 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.

11.00 - CERTIFICATION OF COMPLIANCE WITH TAX LAWS

As required by ORS 305.385(6), CONTRACTOR certifies under penalty of perjury that the CONTRACTOR, to the best of CONTRACTOR's knowledge, is not in violation of any of the tax laws described in ORS 305.380(4).

12.00 - CITY BUSINESS LICENSE

Prior to starting work, CONTRACTOR shall pay the CITY business license tax and provide the Project Director with a copy of the business license receipt. CONTRACTOR shall, likewise, require all subcontractors to pay the CITY business license tax and provide a copy of the receipt to the Project Director prior to commencement of work.

APPROVED AS TO FORM:

CITY OF WARRENTON, a municipal of the State of Oregon

City Attorney

BY: _____
Mayor Date

ATTEST:

Contractor Date

City Manager Date



MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, Public Works Director
DATE: September 7, 2022
SUBJ: Levee Debris Management Policy

SUMMARY

Public Works was recently asked to briefly describe our debris management policy or explain any other work we do to ensure the existing status quo is not exacerbated. Although the City doesn't have a complete written policy for debris management, we do spend a good portion of our time removing debris from city owned levees, storm drainage systems, and clearing tide gates.

First, during the summer months we typically mow the levee tops and sides. After mowing we can more easily inspect tide gates for issues that would prevent them from functioning correctly. The typical issue that prevents our tide gates from functioning correctly involves debris that float down our drainage system and becomes lodged between the tidegate door and frame. As you can image this normally happens during high water events and we won't know of the issue until we physically inspect the tide gates or notice higher than normal water levels behind the levees.

It can sometimes be difficult to access the levee system or tide gates during heavy rain events. Public works purchased a small utility vehicle to allow us to access these locations during storm events when levee tops are soft and large vehicles can cause rutting. With this vehicle and when staff is available, we will visually inspect tide gates before and after storm events. If present, staff will remove debris to allow our system to function properly.