



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
August 13, 2024 – 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.warrentonoregon.us/administration/page/public-meeting-zoom-access> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 7.23.2024
- B. Lease Amendment – Battery 245
- C. Harbormaster Report – June/July 2024

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@warrentonoregon.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 SE Dolphin Avenue Culvert Replacement Project Award
- B. Consideration of Wastewater Treatment Plant Basin Netting Replacement
- C. Consideration of Water Treatment Plant SCADA System Upgrade
- D. Consideration of Request for Proposals for Evaluation of Raw Water Storage Alternatives & Dam Certification
- E. Consideration of Request for Qualifications for Water Seismic Assessment & Risk Mitigation Plan
- F. Consideration of Funding Match Confirmation Letter for Iredale Tide Gate & Culvert Project
- G. Consideration of Update to WMC Chapter 2.36; Warrenton Community Library; Ordinance No. 1275 Second Reading & Adoption
- H. Consideration of Amendment to Development Code – Mini Storage; Ordinance No. 1267

8. DISCUSSION ITEMS

- A. Residential Code Audit Preliminary Discussion

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
 July 23, 2024
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

Commissioners Present: Mayor Pro Tem Gerald Poe, Mayor Henry Balensifer (via zoom), Paul Mitchell, Tom Dyer, and Jessica Sollaccio

Staff Present: City Manager Esther Moberg, Public Works Director Greg Shafer, Police Chief Mathew Workman, Library Director Joshua Saranpaa, Finance Director Jessica Barrett, Planning Director Matthew Ellis, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 7.09.2024
- B. Police Department Monthly Report – June 2024
- C. Public Works Quarterly Report
- D. Monthly Finance Report – May 2024

Mayor Balensifer requested to add a letter of support to the consent calendar; there were no objections.

- E. Letter of Support for Pacific Seafoods to the Transportation Commission

Commissioner Mitchell made the motion to approve the consent calendar including the letter to the Transportation Commission. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

COMMISSIONER REPORTS

Commissioner Mitchell noted he attended a meeting with elected officials relating to the Federal Emergency Management Agency (FEMA) ruling.

Commissioner Sollaccio noted Spruce Up’s annual movie in the park.

Mayor Balensifer provided an update on the FEMA BioOp noting pre implementation procedures will start as soon as August 1st. He noted the prohibition of new development in riparian zones. He discussed the U.S. Department of Housing and Urban Development (HUD) updated to the rules related to lending in floodplains. He discussed what would happen if the flood risk maps were to pass and the impacts that would have on flood insurance and homeowners. He noted that he attended the Oregon Mayors Association conference and received

updates relating to the changing landscape of land use and municipal sovereignty. He stated that he might need to leave the meeting early to attend to work matters.

Mayor Pro Tem Poe welcomed the new City Commissioner Sollaccio.

PUBLIC COMMENT

Samuel Sadtler spoke against the proposed Advanced Financing District (AFD).

Rick Newton spoke about helicopter noise from Brim Aviation. He asked the Commission to take care of it.

Faye Katka thanked the City Manager for the Q&A session and spoke in opposition to the AFD, noting the prohibitive cost.

Chuck Bergerson noted a letter he submitted to the Commission and spoke regarding how hard it is to build in the city. He asked the Commission to meet with the local builders.

Mayor Balensifer responded to Mr. Bergerson, noting the changes that may come due to FEMA and that things may get a lot worse.

PUBLIC HEARINGS - none

BUSINESS ITEMS

City Manager Esther Moberg noted the updated design plan for the bait shop in the Hammond Marina. She noted Jen Fowler, Jim Fowler, and Judson Moore were present to answer any questions. Commissioner Dyer noted he was happy with the design. Commissioner Sollaccio asked the Fowler's about the summer market; Ms. Fowler stated it will depend on the lease. Mayor Balensifer asked for the record that there won't be any zoning issues; staff noted at this time, all is good on zoning.

Commissioner Dyer made the motion to approve the design. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

Public Works Director Greg Shafer discussed the Safe Routes to School Phase 2 Financing Agreement. He noted that staff is hopeful to reach the Highschool but will go as far as funding allows. Brief discussion followed. Mayor Balensifer commended Ms. Moberg. Ms. Moberg commended staff, noting they made expectations clear with the Oregon Department of Transportation (ODOT).

Commissioner Dyer made the motion to approve the agreement #A156-G092921 Main Avenue/OR104 Pedestrian Route with the State of Oregon for the Safe Routes to School Phase 2 Project. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

Library Director Joshua Saranpaa discussed an update to the Warrenton Municipal Code (WMC) to update the Community Library Bylaws. He presented Ordinance No. 1275, An Ordinance Amending the City of Warrenton's Municipal Code, Chapter 2.36 - Community Library; Amending Ordinance No. 921-A And Repealing Ordinance No. 942-A. He noted that Resolution 2683 is to adopt the bylaws separately from the WMC. Mayor Balensifer asked why they are keeping the library board in the code; Ms. Moberg stated it pertains to rules set at a state level when a public library is established in a city.

Commissioner Dyer made the motion to conduct the first reading by title only. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

Mayor Pro Tem Poe conducted the first reading, by title only, of Ordinance No. 1275.

Commissioner Dyer made the motion to adopt Resolution No. 2683. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

Planning Director Matthew Ellis discussed the ballot measure for the prohibition of psilocybin. Brief discussion followed. Mayor Balensifer noted the need to update the development code if the ballot measure should fail; Mr. Ellis confirmed that he will have something ready to bring forth if it should fail. Discussion followed on how to address psilocybin in the developmental code if the ballot measure fails. Commissioner Mitchell noted that we need to spell out to the voters the risk this can cause and whether they really want to have it in their town. Commissioner Sollaccio noted her concern with limiting a 4.6-billion-dollar industry in our community. Commissioner Mitchell stated his thoughts. Commissioner Dyer noted that the risk outweighs the reward. Mayor Balensifer noted his concerns with it being an unknown industry and would rather not be the test case for a not well thought out regime. Mayor Balensifer asked Mr. Ellis if he has sufficient formalities that he will be ready if it gets legalized; Mr. Ellis stated he anticipates having Time Place and Manner (TPM) regulations at the meeting following the election results if the ballot measure does not pass.

Commissioner Dyer made the motion to adopt Resolution No. 2687; Authorizing an election on November 5, 2024 in the City of Warrenton for the purpose of prohibiting psilocybin-related business within the City of Warrenton. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer – absent (momentarily exited the Zoom meeting)

City Manager Esther Moberg discussed the ballot measure to deed the former Hammond Library building to the Veterans of Foreign Wars (VFW). Mayor Balensifer noted for the record that the VFW has stated they cannot do anything with the building because they have a lease, and the City has stated they can do anything they want with the building because they have a legally

valid lease. He noted the need to put it on the ballot due to the charter amendment; brief discussion followed.

Commissioner Dyer made the motion to adopt Resolution No. 2686; Authorizing an election on November 5, 2024, and adopting the Ballot Title: Deed Former Library Building & Property to VFW Post 10580. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

Ms. Moberg discussed the ballot measure for the Wastewater Treatment Plant bonds. Mayor Balensifer noted the Commission needs to go out and campaign for it. Mayor Balensifer asked staff to prepare a one-page document to convey information to the public. Brief discussion followed on the work that has been done at the Wastewater Treatment Plant.

Commissioner Dyer made the motion to adopt Resolution No. 2688; Authorizing an election on November 5, 2024 and adopting the Ballot Title: Bonds for wastewater treatment plant and system improvements. Motion was seconded and passed unanimously.

Poe – aye; Mitchell – aye; Sollaccio – aye; Dyer – aye; Balensifer - aye

DISCUSSION ITEMS - None

GOOD OF THE ORDER

Commissioner Mitchell reiterated the Mayor's FEMA comments and noted the potential cost increase of flood insurance.

Ms. Moberg noted the Building Official position is open.

At 6:57 pm, noting no further business, Mayor Pro tem Poe adjourned the meeting and announced they will now meet in executive session under the authority of ORS 192.660(2)(d); *to conduct deliberations with persons designated by the governing body to carry on labor negotiations.*

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“First Amendment”) is made effective this ____ day of _____, 2024 (“Effective Date”) by and between THE CITY of WARRENTON, a municipal corporation of the State of Oregon (the “Landlord”) and ELK100 LLC (d/b/a BATTERY 245 BREWING COMPANY), an Oregon, limited liability company (“Tenant”).

RECITALS

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated August 29, 2023 (“Lease”), whereby Landlord leased to Tenant the real property located at 69 NE Heron Avenue, Warrenton, Clatsop County, Oregon (“Property”) including the 4400 square feet building together with any and all rights, privileges, easements, and appurtenances (collectively the “Premises”); and

WHEREAS, Landlord and Tenant desire to add additional property to the Premises and amend the Lease as described herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, Landlord and Tenant agree as follows:

1. Defined Terms. Any capitalized terms not defined herein shall have the meanings ascribed to them in the Lease.

2. First Paragraph. The first paragraph of the Lease is deleted and replaced in its entirety with the following:

“This LEASE (this “Lease”) is made and entered into on August 29, 2023 (the “Commencement Date”), by and between the City of Warrenton, an Oregon municipal corporation (“Landlord”) and ELK100 LLC (d/b/a Battery 245 Brewing Company), an Oregon limited liability company.”

3. Premises. The Premises is hereby amended to collectively mean that certain real property as more particularly described on Exhibit A attached hereto and made a part hereof. Exhibit A attached to the Lease is hereby deleted and replaced in its entirety with Exhibit A attached hereto.

4. Rent. Rent shall be the same as agreed upon in the Lease Agreement.

5. Remainder of Lease Unaffected. Except as otherwise provided for in this First Amendment, the Lease shall remain in full force and effect in accordance with the original terms of the Lease. In the event of any conflict or inconsistency between the terms of this First Amendment and the Lease, the terms of this First Amendment shall govern and control.

6. Counterparts. This First Amendment may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party. A facsimile or electronic signature of a party is and shall be deemed to be an original execution and is binding.

IN WITNESS WHEREOF, Landlord and Tenant have caused this First Amendment to be duly executed on the day and year first written above.

LANDLORD:

THE CITY of WARRENTON

BY: _____

PRINT NAME: _____

TITLE: _____

TENANT:

ELK100 LLC,
an Oregon limited liability company

BY: _____

PRINT NAME: _____

TITLE: _____

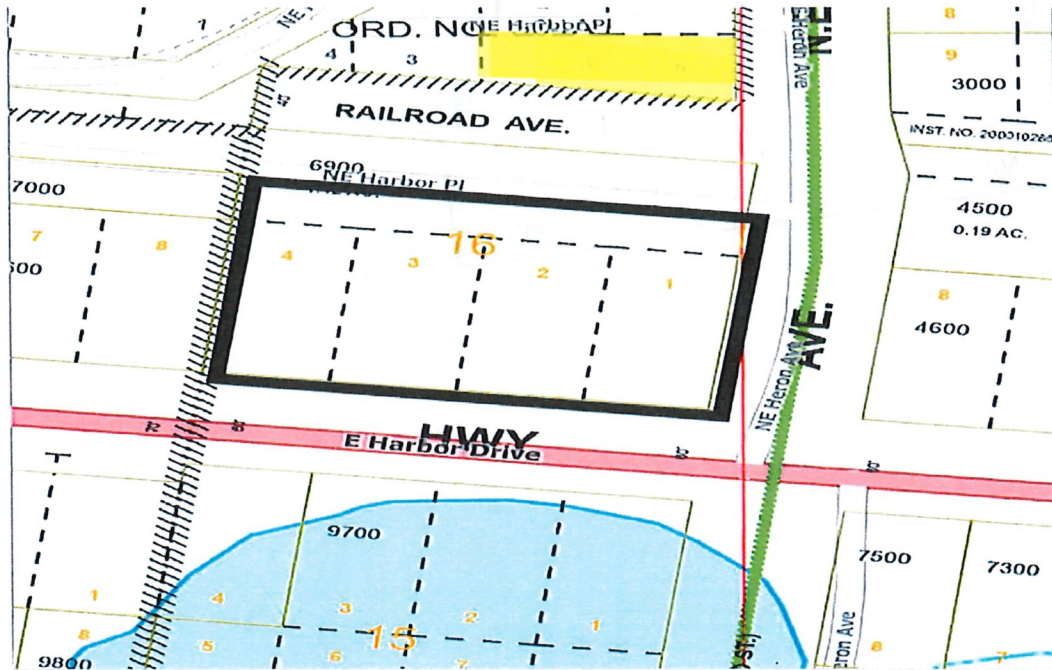
EXHIBIT A

PREMISES

Lots 1, 2, 3 & 4, Block 16, East Warrenton Edition and adjacent southerly 30 feet of vacated Railroad Avenue. Addendum includes additional lot 5 of Block 23.

69 NE Heron/Battery 245
Lease Property Description:

Lots 1, 2, 3, & 4, Block 16, East Warrenton Edition and adjacent southerly 30 feet of vacated Railroad Avenue.



(Figure below shows close up of lot 5 of block 23 which is located just north of the previous diagram)





WARRENTON & HAMMOND MARINAS
**HARBORMASTER
REPORT**

JUNE - JULY, 2024 // PREPARED BY JESSICA MCDONALD



WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

QUARTER IN BRIEF

Introduction:

The Warrenton and Hammond Marina staff have made excellent progress during the months of June and July. Despite being down a staff member, the team has worked overtime and put in great efforts to complete projects and improve the marinas. The marina maintenance staff have been diligently preparing for Buoy 10, finishing winter dock repairs, and maintaining the marina landscapes. In the office, we have transitioned to our new Harbormaster, hired a Marina Office Assistant, and processed annual moorage statements and August reservations.

Key Activities:

1. Annual Buoy 10 Preparation

- Improved striping in Warrenton and Hammond Marina
- Refreshed and placed seasonal signs
- Manually entered and confirmed over 600 moorage reservations

2. Dock Repairs

- Repaired docks in Hammond damaged by winter storms and king tides.
- Rebuilt 120 feet of the main D dock in Hammond
- Replaced and improved waterlines in both marinas; Warrenton Marina 50% replaced and Hammond Marina approx 10% replaced

3. Projects in Progress

- M & N electrical repair
- Warrenton and Hammond Marina redesign
- Suzanne removal
- Warrenton security camera improvements
- Hammond parking lot lighting
- Exploring grant opportunities

This summary highlights the significant achievements and ongoing projects at the Warrenton and Hammond Marinas. Despite a small staff, the team has shown remarkable dedication and productivity, ensuring the marinas are well-maintained and prepared for peak season activities.



WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

PROJECTS COMPLETED

Improved parking lot striping:



WARRENTON MARINA REFRESHED AND IMPROVED STRIPING IN THE MAIN PARKING LOT



HAMMOND MARINA IMPROVED STRIPING TO HELP WITH TRAFFIC FLOW



WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

PROJECTS COMPLETED

D dock main walk repair and rebuild:

Staff completed a rebuild and repaired 120 feet of main walk on D dock. Staff plans to complete an additional 300 feet this winter which would repair the entire main walk.



**SECTION OF D DOCK
THAT HAS BEEN
REBUILT**

**NEW IMPROVED
WATER LINES BEING
RAN AS DOCKS ARE
REPAIRED**





WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

PROJECTS IN PROGRESS

M & N Electrical:

Bogh electric has completed the majority of the repair and we are waiting for Pacific Power to connect lines to the new pedestal.



Warrenton and Hammond Marina Redesign:

Staff completed a Scope of Work for the projects in July and are currently getting estimates. Staff will determine if projects will need to go to bid and have a project update soon.

Suzanne Removal:

The Suzanne was successfully floated and moved to an accessible area of the Warrenton Inner Basin. The vessel tested positive for asbestos, which is slowing down the removal. Coastal Towing and Salvage is working to coordinate the removal with the Harbormaster and DEQ. It is estimated to be removed in the first week of August but is dependent on the DEQ asbestos processing sites availability.



WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

PROJECTS IN PROGRESS

Warrenton Security Camera Improvements:

CTech is adding additional cameras to areas of the Warrenton Marina that were previously missing. Project has been mostly completed and waiting to be connected online.

Hammond Parking Lot Lighting:

Staff have started getting quotes for the capital improvement project in the Hammond Marina to install lighting in the parking lot.

Exploring Grant Opportunities:

The Oregon State Marine Board is putting together plans for the Warrenton Marina launch docks and restrooms and the Hammond Marina launch docks and restrooms to help support our staff in applying for the next round of grant funding.

CHALLENGES/OBSTACLES

Dock Maintenance and Repairs: Our aged infrastructure requires constant maintenance and repairs to ensure safety and usability. The wear and tear from seasonal storms and regular use have accelerated the need for more frequent and extensive repairs.

Funding Constraints: Our limited budget requires us to balance essential repairs with daily operational costs and is an ongoing challenge.

Staffing: We have only had two marina maintainers since May and we keep the marina staffed 7 days a week so it can be very difficult to complete projects that require two employees to complete.





WARRENTON & HAMMOND MARINAS

Harbormaster Report: June - July 2024

SUCCESSSES

Our biggest success during these couple months has been the staff dedication to completing these larger dock repairs. Staff have been flexible with staying late and coming in early to get projects completed while we are short a staff member.

The floating of the Suzanne and moving it to an accessible area of the marina was a huge win for staff. Moving the vessel has freed up four moorage slips and will add approximately \$10,000 in annual moorage revenues to the marina each year.

Staff have made excellent progress on all of our projects, we finished out 2023-2024 year strong and have had a great start on our 2024-2025 projects. It is exciting to see significant progress and movement in both marinas.

STATISTICS

End of the year revenues for Warrenton and Hammond Marinas.



City of Warrenton Marinas Revenue
Updated 6.30.24

WARRENTON MARINA							
REVENUE	BUDGET	Q1	Q2	Q3	Q4	YTD	%
OSMB - MAP GRANT	\$ -						
MOORAGE CREDITS							
ANNUAL MOORAGE	\$ 345,000	\$ 333,035	\$ 910	\$ 1,568	\$ -	\$ 335,513	97%
TRANSIENT DAILY	\$ 50,000	\$ 49,871	\$ 700	\$ 5,870	\$ 10,515	\$ 66,956	134%
ELECTRIC	\$ 50,000	\$ 8,787	\$ 14,475	\$ 22,652	\$ 17,609	\$ 63,523	127%
DRY STORAGE	\$ 35,000	\$ 4,430	\$ 6,460	\$ 6,915	\$ 5,905	\$ 23,710	68%
LAUNCH RAMP	\$ 30,000	\$ 21,700	\$ 640	\$ 260	\$ 810	\$ 23,410	78%
HOIST	\$ 30,000	\$ 2,800	\$ 7,300	\$ 16,100	\$ 12,900	\$ 39,100	130%
MONTHLY MOORAGE	\$ 35,000	\$ 52,617	\$ 5,240	\$ -	\$ 525	\$ 58,382	167%
PARKING	\$ 30,000	\$ 26,780	\$ 230	\$ 70	\$ 330	\$ 27,410	91%
OVERNIGHT STAY	\$ 25,000	\$ 29,600	\$ 50	\$ -	\$ 200	\$ 29,850	119%
LIVEABOARD FEES	\$ 4,000	\$ 975	\$ 975	\$ 975	\$ 975	\$ 3,900	98%
WORK SLIP	\$ 6,000	\$ 300	\$ 900	\$ 1,400	\$ 2,300	\$ 4,900	82%
REPAIR CHARGES	\$ 5,000	\$ 75	\$ 220	\$ 3,168	\$ 298	\$ 3,761	75%
PIER USE	\$ 15,000	\$ 2,500	\$ 1,400	\$ 14,931	\$ 5,025	\$ 23,856	159%
FACILITY USE	\$ 42,000	\$ 39,000	\$ 431	\$ 990	\$ 1,780	\$ 42,201	100%
Fisherman's & Farmers M	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	0%
MISCELLANEOUS	\$ 1,000	\$ 394	\$ 11,370	\$ 108	\$ 2.5	\$ 11,875	1188%
INTEREST EARNINGS	\$ 25,000	\$ 15,699	\$ 10,500	\$ 13,436	\$ 8,103	\$ 47,738	191%
LEASE RECIPTS	\$ 16,959	\$ 3,480	\$ 1,425	\$ 1,425	\$ 1,425	\$ 7,755	46%
TOTALS	\$ 745,959	\$ 592,043	\$ 63,227	\$ 89,869	\$ 68,702	\$ 813,840	109%

HAMMOND MARINA							
REVENUE	BUDGET	Q1	Q2	Q3	Q4	YTD	%
MOORAGE CREDITS							
ANNUAL MOORAGE	\$ 150,000	\$ 166,183	\$ (966)	\$ -	\$ -	\$ 165,217	110%
TRANSIENT DAILY	\$ 10,000	\$ 8,695	\$ 725	\$ 100	\$ 225	\$ 9,745	97%
ELECTRIC	\$ 1,000	\$ 379	\$ 36	\$ -	\$ 65	\$ 481	48%
LAUNCH RAMP	\$ 105,000	\$ 83,380	\$ 95	\$ 2,300	\$ 3,900	\$ 89,675	85%
MONTHLY MOORAGE	\$ 20,000	\$ 20,350	\$ 17,930	\$ -	\$ -	\$ 38,280	191%
PARKING	\$ 35,000	\$ 30,360	\$ 5,450	\$ 820	\$ 1,460	\$ 38,090	109%
OVERNIGHT STAY	\$ 50,000	\$ 41,900	\$ 1,550	\$ 50	\$ 1,700	\$ 45,200	90%
FACILITY USE	\$ 15,000	\$ 14,925	\$ 45	\$ 20	\$ 40	\$ 15,030	100%
MISCELLANEOUS	\$ 3,000	\$ 525	\$ 1,075	\$ -	\$ -	\$ 1,600	53%
INTEREST EARNINGS	\$ 20,000	\$ 19,852	\$ 12,051	\$ 18,900.68	\$ 11,758	\$ 62,563	313%
LEASE RECIPTS	\$ 10,161	\$ 3,407	\$ 3,387.00	\$ 3,387	\$ 3,387	\$ 13,568	134%
TOTALS	\$ 419,161	\$ 389,956	\$ 41,379	\$ 25,578	\$ 22,536	\$ 479,449	114%

Dawne Shaw

From: John Greenway <greenwayr@yahoo.com>
Sent: Tuesday, July 30, 2024 6:56 PM
To: Dawne Shaw
Subject: AFD

To Whom it may Concern,

This is for public comments on the proposed AFD

I would like to put our grievances to you for the following facts.

Our property has been family home for 48 years payed and done before retirement. When all this commercial building started about 4 or so years ago nothing was said or mailed saying it was something we would have to eventually pay for. Most all on my street SE Jetty didn't need or ask for it, plus there are a lot of us retired folks in the foot print.

I'm not sure how anyone is going to be able to pay for it as there are lots of issues with it, everyone will have to get a permit, hire a contractor and decommission the septic. That is about another 10-15 thousand dollars not included with the the AFD portion for each household. Us seniors never saw this coming or thought about saving for it. I feel this is so unfair to us life long residents and those of us on a fixed income and that the City of Warrenton is causing financial hardship on us.

Sincerely, John and Rebecca Greenway



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: August 13, 2024
 SUBJ: SE Dolphin Avenue/Award culvert replacement

SUMMARY

In April 2023 an approximately 2c.y sink hole opened up above a culvert crossing on SE Dolphin Avenue near the intersection of Hwy 101. High water did not permit investigation of the culvert until August, and the roadway was plated for safety. Another sink hole occurred (under the plating) confirming a failed culvert and compromised roadway structure. Although, this is simply a culvert replacement in kind, permit review/approvals are required from US Army Corps of Engineers, Department of State Lands, Department of Environmental Quality, and Oregon Department of Transportation. Public works is nearing completion of permit approvals, and advertised for quotes from four Contractors. Two Contractors replied; with Big River the apparent low bidder at \$68,405. Construction is projected to last about a week, and a day time traffic detour (on SE Warrior Way/Bugle Ave) is proposed for traffic and worker safety. The detour will be removed and full road access restored during non-working hours. The Warrenton Middle School and businesses and residents along SE Dolphin Ave will be notified accordingly. Provided there are no bid protests, Public Works requests approval of the culvert replacement project to Big River Construction, Inc.

RECOMMENDATION/SUGGESTED MOTION


"I move to approve the award of the SE Dolphin Ave culvert replacement to Big River Construction, Inc in the amount of \$68,405, including 10% contingency and the temporary traffic detour; provided the bid is not protested."

ALTERNATIVE

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

FISCAL IMPACT

The approved 2024-2025 budget has Stormwater repair and maintenance funds allocated to this project.

Approved by City Manager:


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

Contact: Ryan Lampi
Email: rlampi@bigrivercompanies.com

Quote To: Jim McCarth
 City of Warrenton
 Public Works
Phone: 503-861-0912
Email: publicworks@warrentonoregon.us

Job Name: SE Dolphin Rd Culvert RFQ
Date Quoted: 7/18/24
 bid due by 2pm
Date of Plans: n/a

Does not include Prevailing Wage Rates

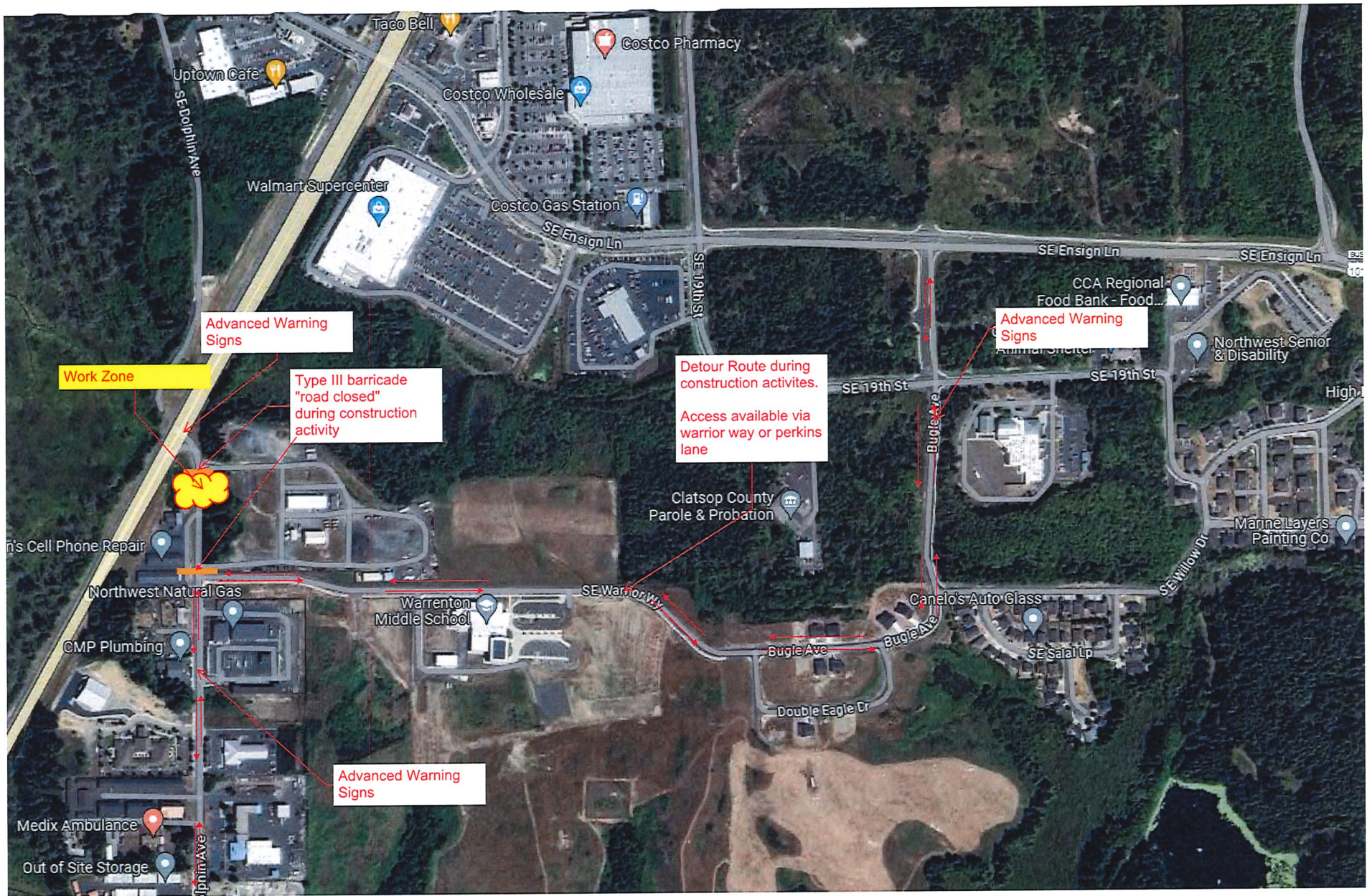
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	MOBILIZATION & GENERAL CONDITIONS	1.00	LS	6,775.00	6,775.00
	EROSION CONTROL	1.00	LS	1,900.00	1,900.00
	POTHOLE EXISTING UTILITIES	1.00	LS	5,000.00	5,000.00
	TRAFFIC CONTROL (TCP, DETOUR, NOTICES)	1.00	LS	3,000.00	3,000.00
	INSTALL NEW 24" ADS STORM PIPE & RIP RAP OUTFALL	70.00	LF	669.00	46,830.00
	ASPHALT RESTORATION (4" THICKNESS)	1.00	LS	4,900.00	4,900.00
GRAND TOTAL					\$68,405.00

NOTES:

Big River Construction will implement a fuel surcharge if fuel prices rise 10% above today's price per gallon . We also reserve the right to implement any increases in material costs due to current market conditions.

Exclusions:

- Chianlink Fence Repair on ODOT's property (assumed pipe outfall is within road prism and will not get into fencing)
- Inspection/testing fees/bonds
- Engineering/survey/construction staking
- Permits and/or connection fees
- Hazardous material removal/abatement
- Striping & signage
- Dewatering/unsuitable subgrades (standard trash pump included)
- Traffic Control Flagging (assumed detouring traffic through warrior way and perkins lane, see attached TCP)





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: August 13, 2024
 SUBJ: Waste Water Treatment Plant/Basin Netting Replacement

SUMMARY

The Waste Water Treatment Plant has 3 aeration basins for standard wastewater treatment and processing. Each of the basins are covered/protected with industrial netting to prevent waterfowl from interfering with facility processes and treatment. Absent the netting, birds will flock to the basins and cause disruption. Additionally, the netting provides worker safety. Unfortunately, the netting was severely damaged in last winter's ice storms. Public Works is proposing a stronger stanchion and netting system to better withstand the winter storms. Per attached, Sprague is proposing netting replacement for the 3 basins at, \$59,648.18. Over half of this cost (approximately \$40,000) will be covered by insurance from the past damaged netting. Public Works is asking approval to move forward with the netting replacement.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the City Manager to sign a contract with Sprague to replace the netting for the 3 basins at the Waste Water Treatment Plant in the amount of \$59,648.18, including 10% contingency."

ALTERNATIVE

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

FISCAL IMPACT

The approved 2024-2025 sewer/building maintenance fund can sustain this project.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Esther Waleg", is written over a horizontal line.

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



**Architectural Pond Netting Replacement 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



July 29, 2024

James McCarthy
Operations Manager
City of Warrenton Wastewater Treatment Plant
105 NE 105th Street
Warrenton, OR 97146

Greetings, Jim, and Team:

Sprague appreciates the opportunity to provide new netting systems for your three aeration vessels. The last systems failed due to ice build up on the netting, which overtaxed the cable framework and support systems. The 2" 116# netting surprisingly held up with lesser damage, but due to contamination and tears, the entire system requires replacement.

To address the failed cable frameworks, you have created sturdier stanchions to replace the cyclone fence post/U-bolt supports. We are recommending the new system has 116#, 2" netting attached to 5/32" cables, ferrules, net-bolts, and large turnbuckles.

Details of our replacement systems are found in the following proposal. We will need approximately one month to obtain the netting, after ordering, and we will need at least an official "notice to proceed" before I can process the order.

Please review the following proposal, ask me for any clarifications, and let us know how best to move forward.

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 Replacement 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 experienced incursions from waterfowl birds entering the vessels and stirring up sedimentation. The previous netting systems featuring 2" netting and 3/32" cable systems failed due to ice accumulation. The systems are to be replaced with sturdier cable frameworks and support stanchions.

Recommendations:

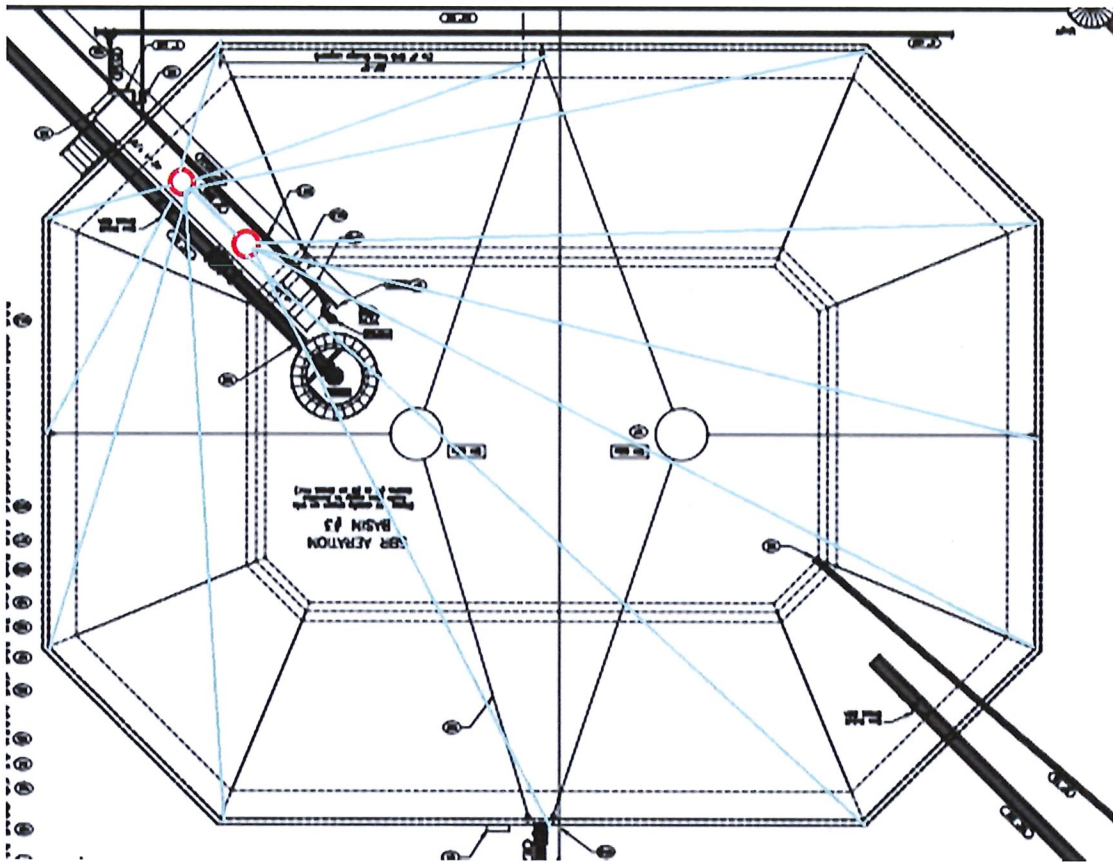
We are recommending full exclusion of the ponds will architectural pond netting systems featuring 2" netting over stainless- steel cable frameworks.

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: 5/32" cables, looped at the ends and secured with copper 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 the cable frameworks on the stanchions supplied by the City of Warrenton and bolted to the decks. This will preserve access for workers, while making it much less likely for the weather to cause severe damage to the systems. Cables will radiate from these raised stanchions 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 stanchions (provided by Warrenton and bolted to the decks). Blue lines depict cable arrays.

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.



3.

The city of Warrenton to provide demolition of the previous systems and 2- 60' class boom-lifts at the time of net installation.

Investment:

Investment for the project as described:

\$59, 648.18 (\$26,848.18 materials; \$32,800.00 labor)*

*Lift rental costs will be added to invoicing, if not supplied by the City of Warrenton.

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.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: August 13, 2024
 SUBJ: Water Treatment Plant/SCADA System Upgrade

SUMMARY

Critical to the operation of the Water Treatment Plant is its computer based Supervisory Control and Data Acquisition (SCADA) system. Our WTP Supervisor and Operator use SCADA for gathering and analyzing real time data to monitor and control equipment that deals with critical and time sensitive materials and processes. Our current SCADA computers and software are some 12 years old and should be replaced for continued responsible water service to the City of Warrenton. The upgrade includes: (2) new SCADA computers and Wonderware software, additional ethernet port, 3-year warranty, (2) new monitors, supply and install new software, data transfer, TeamViewer for remote access, update graphics, modify alarming, import historical information, and full off-site testing. Accordingly, Public Works requests Commission approval for the City Manager to sign a not to exceed \$60,000 contract for the WTP SCADA upgrade.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the City Mayor to sign a not to exceed \$60,000 contract for a complete Supervisory Control and Data Acquisition (SCADA) system upgrade at the Water Treatment Plant".

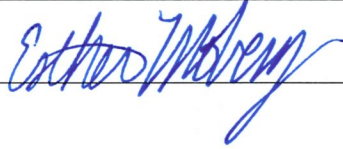
ALTERNATIVE

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

FISCAL IMPACT

The approved 2024-2025 budget has \$60,000 allocated to this project.

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther Wilson", 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 GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of July 2024 by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," DuPont Water 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: Water Treatment Plant Computer Upgrade)
 - A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 07/17/2024, 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 \$56,200.00 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice 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@warrentonoregon.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 City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Vincent (Joe) Marzullo.

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 disenabled provided the party so disenabled 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. 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: _____
Esther Moberg, City Manager Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation		Document Date 01/31/2024	Order Number 41166702
		Customer P.O. number 081823	08/18/2023
Ship-to / Consignee 11004934 CITY OF WARRENTON WATER TREATMENT PLANT TAX ID 93-6002276 c/o ATT: DAVE DAVIS 503 440 6839 86647 LEWIS AND CLARK RD SEASIDE OR 97138		Sold-to 11005617 CITY OF WARRENTON c/o ACCOUNTS PAYABLE PO Box 250 WARRENTON OR 97146	
Forwarding Agent/Notify Party/End User			
Transport Mode	Shipping Point MARLBOROUGH VIRT 0014 WS		
Carrier / Drayage		Country Shipped From United States	Country of Destination United States
Unloading Point		INFORMATION	
Terms of Delivery and Payment FOB Service NET 30 DAYS FROM INVOICE DATE			

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
10	Valid from: 08/18/2023 Valid to: 12/31/2024 12040052 TEMPL_SERVICE DEMAND CHARGE Customer Material #: COMPLETE SCADA SYSTEM	1 EA	56,000.00 USD / EA	56,000.00 USD
	Freight Surcharge ESTIMATED DELIVERY DATE 08/18/2023	Quantity 1 EA		200.00
		Subtotal		56,200.00
		Total		56,200.00 USD

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES FilmTec Corporation	Document Date 01/31/2024	Order Number 41166702
	Customer P.O. number 081823	08/18/2023

Item #	Goods Description Shipping Marks	Quantity	Unit Price*	Amount*
	<p>INFORMATION: Complete SCADA System plus one day of service for set up.</p> <p>OVERVIEW Supply (2) new SCADA computers and Wonderware software for upgrade from existing system. Stoneridge Automation Inc (SAI) will supply all computer hardware and software required for the upgrade</p> <p>SCOPE OF WORK</p> <p>1) Supply (2) new SCADA computers</p> <p>a) Dell Optiplex Small Form Factor, 8G Ram, 256G SSD</p> <p>b) Additional Ethernet port</p> <p>c) 3 year warranty</p> <p>d) (2) Benq 22" 1920 x 1080 wide monitors per computer</p> <p>e) MS Office Home and Business included</p> <p>2) Supply and install new software</p> <p>a) Wonderware Intouch 2020 Development s/n 776688</p> <p>b) Wonderware Intouch 2020 Runtime s/n 576792</p> <p>c) Transfer existing RSLogix500 and RSLogix5 to new computer.</p> <p>d) Install Teamviewer free version for remote access by DuPont service.</p> <p>3) Modify existing Wonderware application</p> <p>a) Convert graphics to 1920 x 1080 HD format</p> <p>b) Modify alarming to current version</p> <p>c) Import existing historical information</p> <p>4) Full off-site testing with new computer before shipping to the water plant</p> <p>*THE PRICE SHOWN MAY NOT INCLUDE ALL REQUIRED CHARGES. THE INVOICE PRICE WILL GOVERN ALL SALES MADE. The price effective at the time of shipment/delivery will be applicable to your order, regardless of the price shown on this document.</p> <p>Regardless of the title of, or any delivery date or other statements or descriptions, THIS CONFIRMATION/ORDER ACKNOWLEDGEMENT CONSTITUTES RECEIPT OF YOUR ORDER ONLY AND DOES NOT CONSTITUTE ACCEPTANCE. UPON ACCEPTANCE AND DELIVERY OF PRODUCTS BY SELLER, THE SALE WILL BE SUBJECT TO THE ATTACHED CONDITIONS OF SALE OR THE PROVISIONS OF ANY SIGNED WRITTEN CONTRACT BETWEEN US THAT COVERS THIS SHIPMENT. THIS CONFIRMATION LIMITS ANY ACCEPTANCE BY BUYER OF THIS CONFIRMATION TO THE TERMS OF THE CONFIRMATION AND CONDITIONS SELLER'S ACCEPTANCE OF TERMS PROVIDED BY BUYER TO BUYER'S ACCEPTANCE OF ALL TERMS PROVIDED BY THIS CONFIRMATION, WHETHER SUCH TERMS ARE ADDITIONAL TO OR DIFFERENT FROM BUYER'S TERMS OR OTHERWISE. SUBJECT TO ANY SIGNED WRITTEN CONTRACT BETWEEN THE PARTIES COVERING THE SHIPMENT, THIS CONFIRMATION PREVAILS OVER ANY TERMS CONTAINED IN ANY OTHER BUYER DOCUMENTS, TO WHICH SELLER HEREBY OBJECTS, AND THE PARTIES EXPRESSLY EXCLUDE FROM THEIR AGREEMENT ANY TERMS IN ANY DOCUMENT PROVIDED BY BUYER.</p>			

CONTACT:	John Shibilski	JOHN.SHIBILSKI@DUPONT.COM	
	Ph.:	Fax:	

FILMTEC CORPORATION 5400 DEWEY HILL RD EDINA MN 55439-2085 UNITED STATES <i>FilmTec Corporation</i>	Document Date 01/31/2024	Order Number 41166702
	Customer P.O. number 081823	08/18/2023

STANDARD CONDITIONS OF SALE

1. Seller warrants only that (a) any products or services provided hereunder meet Seller's standard specifications for the same or such other specifications as may have been expressly agreed to herein; (b) the sale of any products or services provided hereunder will not infringe the claims of any validly issued United States patent covering such product or service itself, but does not warrant against infringement by reason of (i) the use of any information provided, (ii) the use of any product or service in combination with other products, services, or information or in the operation of any process, or (iii) the compliance by Seller with any specifications provided to Seller by Buyer; and (c) all products provided hereunder were produced in compliance with the requirements of the Fair Labor standards Act of 1938, as amended. WITH RESPECT TO ANY PRODUCTS, SERVICES, OR INFORMATION PROVIDED TO BUYER, SELLER MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER EXPRESS OR IMPLIED WARRANTY. Buyer assumes all risk and liability resulting from use of the products, services, or information delivered hereunder, whether used singly or in combination with other products, services, or information.
2. IN NO EVENT WILL SELLER'S AGGREGATE LIABILITY TO BUYER FOR ALL DAMAGES ARISING FROM ANY AND ALL CLAIMS RELATED TO THE BREACH OF THIS AGREEMENT, NONDELIVERY, OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, REGARDLESS OF WHETHER THE FORM OF ACTION IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE, OR OTHERWISE, EXCEED THE TOTAL PRICE PAID BY BUYER TO SELLER FOR THE PRODUCTS, SERVICES, OR INFORMATION IN RESPECT OF WHICH DAMAGES ARE CLAIMED. NO CLAIM SHALL BE ALLOWED FOR PRODUCT THAT HAS BEEN PROCESSED IN ANY MANNER. FAILURE TO GIVE NOTICE OF A CLAIM WITHIN NINETY (90) DAYS FROM DATE OF DELIVERY, OR THE DATE FIXED FOR DELIVERY (IN CASE OF NONDELIVERY) SHALL CONSTITUTE A WAIVER BY BUYER OF ALL CLAIMS IN RESPECT OF SUCH PRODUCTS, SERVICES, OR INFORMATION. PRODUCTS SHALL NOT BE RETURNED TO SELLER WITHOUT SELLER'S PRIOR WRITTEN PERMISSION. NO CHARGE OR EXPENSE INCIDENT TO ANY CLAIMS WILL BE ALLOWED UNLESS APPROVED BY AN AUTHORIZED REPRESENTATIVE OF SELLER. IN ADDITION, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY HERETO WAIVES ANY CLAIM TO INDIRECT, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLIED DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES WAIVE AND AGREE NOT TO ASSERT NON-CONTRACTUAL CLAIMS ARISING UNDER STATE LAW RELATING TO THIS AGREEMENT OR THE PROVISION OF ANY PRODUCT, SERVICE, OR INFORMATION COVERED BY THIS AGREEMENT, AND THIS AGREEMENT SHALL BE DEEMED TO INCLUDE SUCH LANGUAGE AS MAY BE REQUIRED TO EFFECT SUCH WAIVER. WAIVER BY EITHER PARTY OF ANY DEFAULT BY THE OTHER HEREUNDER SHALL NOT BE DEEMED A WAIVER BY SUCH PARTY OF ANY DEFAULT BY THE OTHER WHICH MAY THEREAFTER OCCUR.
3. No liability shall result from delay in performance or nonperformance, directly or indirectly caused by circumstances beyond the control of the party affected, including, but not limited to, act of God, fire, explosion, flood, war, act of or authorized by any Government, accident, labor trouble or shortage, pandemic, inability to obtain material, equipment or transportation, failure to obtain or hardship in obtaining reasonably priced supplies of materials, or failure of usual transportation mode. Quantities so affected may be eliminated from the agreement without liability, but the agreement shall remain otherwise unaffected. Seller shall have no obligation to purchase supplies of the product specified herein to enable it to perform this Agreement.
4. If for any reason including but not limited to Force Majeure Seller is unable to supply the total demand for products specified herein, Seller may distribute its available supply among any or all purchasers, as well as departments and divisions of Seller, on such basis as it may deem fair and practical, without liability for any failure of performance which may result therefrom.
5. Seller may furnish such technical assistance and information as it has available with respect to the use of the products or services covered by this agreement. Unless otherwise agreed in writing, all such information will be provided gratis. Buyer agrees to evaluate such information, to make an independent decision regarding the suitability of such information, products and services for Buyer's application, and only use such products, services and information pursuant to then current good product stewardship principles and all regulatory requirements applicable to Buyer's business.
6. Buyer acknowledges that it has received and is familiar with Seller's labeling and literature concerning the products and its properties. Buyer will forward such information to its employees, contractors and customers who may distribute, handle, process, sell or use such products, and advise such parties to familiarize themselves with such information. Buyer agrees that products sold hereunder will not knowingly be resold or given in sample form to persons using or proposing to use the products for purposes contrary to recommendations given by Seller or prohibited by law, but will be sold or given as samples only to persons who can handle, use and dispose of the products safely. Unless agreed to by Seller in a written agreement covering such use, in no event shall Buyer use products or resell products for use in the manufacture of any implanted medical device. Buyer agrees that export of any product, service or information provided hereunder shall be in accordance with applicable Export Administration Regulations.
7. Except as may be contained in a separate trademark license, the sale of product (even if accompanied by documents using a trademark or trade name of Seller) does not convey a license, express or implied, to use any trademark or trade name of Seller, and Buyer shall not use any trademark or trade name of Seller in the conduct of its business without Seller's prior written consent.
8. The Buyer shall reimburse the Seller for all taxes, (excluding income taxes) excises or other charges which the Seller may be required to pay to any Government (National, State or Local) upon the sale, production or transportation of the products, services, or information sold hereunder.
9. In the event Buyer fails to fulfill Seller's terms of payment, or in case Seller shall have any doubt any time as to Buyer's financial responsibility, Seller may decline to make further deliveries except upon receipt of cash or satisfactory security.
10. This agreement is not assignable or transferable by Buyer, in whole or in part, except with the prior written consent of Seller. Seller reserves the right to sell, assign, or otherwise transfer its right to receive payment under this agreement.
11. Dispute Resolution and Arbitration - Buyer and Seller agree to arbitrate all disputes, claims or controversies whether based on contract, tort, statute, or any other legal or equitable theory, arising out of or relating to (a) this Agreement or the relationship which results from this Agreement, (b) the breach, termination or validity of this Agreement, (c) the purchase or supply of any product, service, or information provided by Seller, (d) events leading up to the formation of Buyer's and Seller's relationship, and (e) any issue related to the creation of this Agreement or its scope, including the scope and validity of this paragraph. The parties shall before and as a condition to proceeding to arbitration attempt in good faith to resolve any such claim or controversy by mediation under the International Institute for Conflict Prevention & Resolution ("CPR") Mediation Procedure then currently in effect. Unless the parties agree otherwise, the mediator will be selected from the CPR Panels of Distinguished Neutrals. Any such claim or controversy which remains unresolved 60 days after the appointment of a mediator or 60 days after good faith efforts by either party to proceed to mediation shall be finally resolved by binding arbitration in accordance with the CPR Rules for Non-Administered Arbitration then currently in effect by three independent and impartial arbitrators, none of whom shall be appointed by either party. This Agreement shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, to the exclusion of any state laws inconsistent therewith. Such arbitration shall be conducted in a city to be chosen by the arbitrators which is not the principal place of business of either party, and the arbitrators and the parties shall conduct such arbitration in accordance with such procedures as may be necessary to permit use of the then current CPR Arbitration Appeal Procedure. Any judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. In the event that either party wishes to appeal an award, the parties shall follow the then current CPR Arbitration Appeal Procedure. Buyer and Seller agree not to file or join any class action or class arbitration, seek or consent to class relief, or seek or consent to the consolidation or joinder of its claims with those of any third party. If any clause within this Arbitration Provision (other than the agreement regarding the conduct of the arbitration in the preceding sentence) is found to be illegal or unenforceable, that clause will be severed from this Arbitration Provision, and the remainder of the Arbitration Provision will be given full force and effect. If such agreement regarding the conduct of the arbitration is found to be illegal or unenforceable and if the arbitrators permit a class arbitration or consolidated or joined matter to proceed, this entire Arbitration Provision will be unenforceable, and the dispute may be decided by a court. The obligations set forth in this paragraph shall survive the termination or expiration of this Agreement.
12. In addition to these Standard Conditions of Sale, any Special Conditions of Sale set forth on this invoice or in the current price list for the products or services sold hereunder shall apply and are incorporated by reference. Unless otherwise specified therein, title, liability for and risk of loss to Product sold hereunder passes to Buyer upon loading for shipment at Seller's producing location.
13. This Agreement shall be construed and governed by Delaware law, without regard to any applicable conflicts of law provisions, and the terms of the UCC, rather than the United Nations Convention on Contracts for the International Sale of Goods, shall apply.
14. Except as expressly provided in any other term or condition of this Agreement, any provision hereof which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
15. As part of the sale of goods hereunder, Seller may collect, use and disclose Personal Information about Buyer including company name, address, banking and credit information as well as name, phone number, email address and other contact details of natural persons within Buyer's organization and Buyer's contractors. Seller may share Personal Information with its affiliates and selected third parties around the world in order to complete the sale of goods, as described in Seller's privacy statement. <https://www.dupont.com/privacy.html>
16. This Agreement supersedes all prior agreements, representations and understandings between the parties (whether written or oral) with respect to its subject matter and constitutes (along with the exhibits and schedules attached hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to the provision of products or services hereunder. Not by way of limitation of the unqualified nature of the foregoing, Buyer acknowledges, agrees and represents that it is not relying upon, and it has not been induced by, any representation, warranty, statement made by, or other information provided by Seller in connection with its decision to purchase or use any product, service, information or technology, other than the representations and warranties Seller as and only to the extent expressly provided in this Agreement. No modification of this Agreement shall be binding upon Seller unless separately contracted in writing and executed by a duly authorized representative of Seller. No modification shall be effected by the acknowledgment or acceptance of purchase order forms stipulating different conditions. Unless Buyer shall notify Seller in writing to the contrary as soon as practicable after receipt of this invoice by Buyer, Buyer shall be deemed to have accepted the terms and conditions hereof and, in the absence of such notification, Buyer's acceptance or use of the products, services, information or technology shall be equivalent to Buyer's assent to the terms and conditions hereof.

Ver. 3/5/07



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: August 13th, 2024
 SUBJ: Approval to Release Request for Proposals (RFP) for the Evaluation of Raw Water Storage Alternatives and Dam Certification

SUMMARY

Public Works requests Commission approval to release a Request for Proposals (RFP) for expanding our raw water storage capacity from 16 million gallons to at least 30 million gallons. This expansion is necessary to address regional growth, climate change impacts, and increased community demand for water. The project will involve evaluating alternative storage solutions, preparing feasibility studies, and ensuring dam safety certification in collaboration with the Oregon State Dam Safety Program.

The RFP will solicit qualified firms or individuals to provide comprehensive project-scoping services and is expected to be completed within 8 months.

RECOMMENDATION/SUGGESTED MOTION

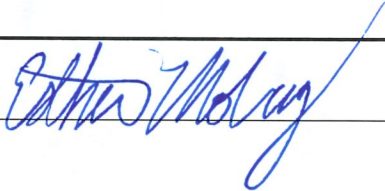
"I move to approve advertising the Request for Proposals for the Evaluation of Raw Water Storage Alternatives and Dam Certification."

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 2024-2025 adopted budget.

Approved by City Manager:  _____

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



Evaluation of Raw Water Storage Alternatives and Dam Certification

Request for Proposals

August 2024

Esther Moberg, City Manager

Greg Shafer, Public Works Director

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

REQUEST FOR
PROPOSALS

Evaluation of Raw Water Storage Alternatives and Dam Certification

Date of Issue:	August 15th, 2024
Proposal Due Date:	August 29th, 2024
Tentative City Commission Approval:	September 10th, 2024

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

Table of Contents:

- 1: Introduction
- 2: Project Description and Schedule
- 3: Scope of Services
- 4: Proposal Format
- 5: Selection Criteria
- 6: Submittal Requirements
- 7: General RFP Information
- 8: Appendix

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

1: Introduction:

The City of Warrenton (City) owns and operates a public drinking water system serving a population of about 7,000 people. The City has identified a need for additional raw water storage to respond to regional growth, climate change, and community demands. Currently, the City has a 16-million-gallon raw water reservoir and aims to increase this capacity to at least 30 million gallons.

The objective of this study is to evaluate an array of water storage alternatives or potential expansions and to achieve up to a 30% preliminary design. Additionally, the current dam is not certified, requiring collaboration with the Oregon State Dam Safety Program for certification and incorporation of dam safety requirements into the design and feasibility study. The City of Warrenton is issuing this Request for Proposals (RFP) to solicit statements of qualifications (SOQ) from firms or individuals capable of providing the city with project scoping services.

2: Project Description and Schedule:

The selected firm or individual will evaluate current water storage capacity, assess future needs, identify and analyze water storage alternatives, conduct site evaluations, prepare feasibility studies and draft designs, and work with the Oregon State Dam Safety Program or dam certification. The project is expected to be completed within 8 months of the start date.

3: Scope of Services

The City of Warrenton seeks a highly skilled and experienced consultant with expertise in water storage projects and dam safety certification. The successful applicant will demonstrate related experience and qualifications in the following areas:

A. Project Management

1. Managing complex projects, including internal team coordination and communication.
2. Conducting meetings and presentations to councils and the public.
3. Processing invoices, disbursement requests, and other administrative tasks.
4. Engaging with the community and property owners.

B. Needs Assessment and Alternatives Analysis

1. Evaluating the current 16-million-gallon raw water reservoir and its suitability for certification as a dam.
2. Assessing current water storage capacities and future needs based on projected growth and climate change.
3. Developing and analyzing various options to achieve a total raw water storage capacity of at least 30 million gallons, including but not limited to:
 - Expanding the existing 16-million-gallon raw water reservoir and certifying it as a dam.
 - Constructing a new dam.

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

- Exploring alternative storage solutions, such as wells or other methods.
4. Preparing a feasibility study for each developed option, including technical, environmental, and economic assessments.

C. Preliminary Design and Feasibility Studies

1. Producing preliminary design plans for the selected option(s) up to 30% design completion.
2. Incorporating dam safety requirements into the design and feasibility studies.
3. Developing construction timelines and maintenance plans.
4. Preparing contingency budgets and identifying other budget needs.

D. Site Evaluation and Dam Safety

1. Conducting site evaluations for potential new storage facilities if applicable.
2. Assessing geotechnical conditions, land availability, and environmental impacts for selected options.
3. Collaborating with the Oregon State Dam Safety Program to ensure the existing reservoir's certification.

E. Funding Sources Assessment

1. The purpose of this task is to research and recommend different funding sources that may be utilized for the water storage project and dam safety certification. These sources are available at the state and federal levels and include a wide variety of grants, loans, and other funding mechanisms. This task will result in a stand-alone memorandum describing the different funding options, recommendations on which are most suited for the City, and a description of the level of effort needed to apply for funding.
2. Activities:
 1. Research state and federal funding options, including but not limited to, grants and loans.
 2. Identify non-state or federal funding options available to the City.
 3. Present the results of the assessment to City staff.
 4. Prepare a memorandum describing the methods and findings of the assessment.

F. Final Reporting

1. Compiling a final report summarizing the study findings, including the recommended option.
2. Providing implementation plans with timelines and estimated costs for the recommended option.

4: Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFP. Expensive bindings, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The SOQ should be organized into the following major parts and must not exceed 25 pages in total, excluding résumés and appendices:

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

1. **Executive Summary** (1 page) - A brief and non-technical narrative describing the project, the firm's qualifications, and an overview of the proposal.
2. **Company Background** (2 pages) - Information regarding the firm's stability, length of time in business, history, company size, organization, and location. Include any relevant awards or recognitions.
3. **Project Understanding and Approach** (5 pages) - Demonstrate understanding of the project objectives, scope of services, and deliverables. Describe the approach and methodology to be used in performing the tasks. Include a proposed schedule and work plan to meet the City's project timeline.
4. **Experience and Qualifications** (5 pages) - Detail the firm's experience with similar projects, especially water storage and dam certification projects. Highlight key personnel who will be involved in the project, including their qualifications, relevant experience, and specific roles. Provide résumés for key team members (résumés can be included in the appendices and do not count towards the page limit).
5. **References** (3 pages) - Provide references from at least three clients for whom similar projects have been performed. Include the client's name, contact person, phone number, email address, and a brief description of the project and services provided.
6. **Functional Requirements Response** (5 pages) - Respond to the functional requirements outlined in the RFP. Include any notes of explanation or clarification with specific reference to the item in question.
7. **Cost Proposal** (4 pages) - Provide a detailed cost proposal, including a breakdown of costs by task, personnel, and any other expenses. Include hourly rates for all personnel involved and a total not-to-exceed cost for the project.
8. **Appendices** - Include any additional information, such as project examples, detailed schedules, or other relevant documents that support the proposal (these do not count towards the 25-page limit).

5. Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton, considering both quality and cost.

Each proposal will be reviewed and ranked according to the following criteria:

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects and individual Project Team member experience.	30 Points

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

2	References indicating successful projects of this type.	20 Points
3	Understanding and approach to the project.	30 Points
4	Cost proposal and budget management.	10 Points
5	Project schedule and ability to meet deadlines.	10 Points

Procedure When Only One Proposal is Received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

6: Submittal Requirements

Each responding firm must email the City of Warrenton point of contact shown below to affirm their intent to submit a proposal. Include the firm’s point of contact information in the email. All questions regarding this RFP must be submitted in writing, via email, to:

City of Warrenton
Twyla Vittetoe
Engineering Technician
PO Box 250 Warrenton, Oregon 97146
Email: Bids@warrentonoregon.us

THE LAST DAY FOR QUESTIONS IS FOUR (4) BUSINESS DAYS BEFORE THE PROPOSAL DUE DATE.

Please prepare and submit an original plus two (2) copies of the proposal to:

City of Warrenton
Twyla Vittetoe
Engineering Technician
PO Box 250 Warrenton, Oregon 97146

All responses must be received no later than 2:00 PM on August 29th, 2024. Responses received after this date and time may not be considered. All proposals in response to this RFP should be clearly marked “City of Warrenton – Request for Proposals– Evaluation of Raw Water Storage Alternatives and Dam Certification Project”

Amendments to the RFP will be distributed via email only to firms that confirm their intent to submit a proposal.

7: General RFP Information

Request for Proposals
Evaluation of Raw Water Storage Alternatives and Dam Certification

The City reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFP and the receipt and evaluation of proposals does not obligate the City of Warrenton to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFP. The City may, at its discretion, cancel this process at any time before the execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City of Warrenton and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except for portions of the Proposals for which Proposer requests exception from disclosure as 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 information submitted as a result of this RFP 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 records request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer before the deadline for the release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public records 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 RFP 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.

Request for Proposals
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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 RFP, 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 RFP, the Proposer certifies that:

1. Proposer has carefully examined all RFP documents, including the draft Professional Services Agreement (attached as Appendix A), all addenda, and all other attachments, fully understands the RFP intent, can perform all tasks as described in the Scope of Work of this RFP, 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 RFP, 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 the 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, the Proposer may withdraw the proposed change or the entire Proposal, and the City of Warrenton 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. The Proposer has examined all parts of the RFP, 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.

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8. Proposer has quality experience providing the types of services and duties as described within the Request for Proposals.

Nondiscrimination

By the act of submitting a Proposal in response to this RFP, 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.

Warrenton, Oregon, and Federal Requirements

The City intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. The 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 the award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City.

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, 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.

Draft-

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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 _____ services for the City of Warrenton, as outlined in the attached Scope of Work (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 \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. 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 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 the 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

BY: _____
Henry A. Balensifer, Mayor Date

ATTEST: Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____
Printed Name: _____ Date _____
Title: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: August 13th, 2024
 SUBJ: Approval to Release Request for Qualifications (RFQ) for Water Seismic Assessment and Risk Mitigation Plan

SUMMARY

Public Works requests Commission approval to release an RFQ to identify qualified consultants for developing a Seismic Risk Assessment and Mitigation Plan for Warrenton's water systems. This project is crucial to ensuring the resilience and reliability of our water infrastructure against seismic events. Completion of this project will meet the final requirement for certifying our 2018 Water Master Plan, as mandated by the Oregon Health Authority. The successful completion of the Seismic Risk Assessment and Mitigation Plan will significantly enhance our preparedness and compliance with state regulations.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve advertising the Request for Qualifications for the engineering consulting services of the Water Seismic Assessment and Risk Mitigation Plan."

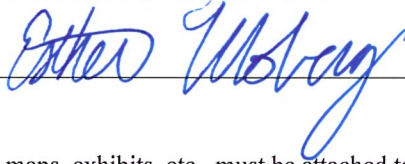
ALTERNATIVE

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

FISCAL IMPACT

This project was taken into consideration during the approved 2024-2025 fiscal year and will be covered by the Water Professional Services Fund (025-430-380000).

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther Moberg", is written over a horizontal line.

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



Water Seismic Assessment and Risk Mitigation Plan

Request for Qualifications

August 2024

Esther Moberg, City Manager

Greg Shafer, Public Works Director

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

REQUEST FOR
QUALIFICATIONS

Water Seismic Assessment and Risk Mitigation Plan

Tentative Schedule:

Date of Issue:	August 15th, 2024
Proposal Due Date:	August 29th, 2024
Tentative City Commission Approval:	September 10th, 2024

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

Table of Contents:

- 1: Introduction
- 2: Project Description and Schedule
- 3: Scope of Services
- 4: Proposal Format
- 5: Selection Criteria
- 6: Submittal Requirements
- 7: General RFQ Information
- 8: Appendix

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

1: Introduction:

The City of Warrenton is seeking qualified consultants to develop a comprehensive Seismic Risk Assessment and Mitigation Plan for our water systems. This project is crucial for ensuring the resilience and reliability of our water infrastructure in the event of a seismic event. Completion of this project will fulfill the remaining requirements to certify our Water Master Plan, created in 2018, as stipulated by the Oregon Health Authority.

2: Project Description and Schedule:

The Seismic Risk Assessment and Mitigation Plan will cover water systems fully or partially located in areas identified as VII to X, inclusive, for moderate to very heavy damage potential. This assessment will be based on the Map of Earthquake and Tsunami Damage Potential for a Simulated Magnitude 9 Cascadia Earthquake (Page 4 of 5, Effective January 28, 2019, OAR 333-061-0060, Open File Report 0-13-06, Plate 7) published by the State of Oregon, Department of Geology and Mineral Industries.

The primary goal of this project is to complete the final requirement for the certification of the City's Water Master Plan. The plan should address the seismic risk assessment and mitigation plan set forth in OAR 333-061-0060(5)(J).

3: Scope of Services

The successful applicant will be a highly skilled and experienced professional with related experience in the following areas discussed below. Latitude is provided to the Consultant for the development of the specific task that may be included in a Scope of Work; however, at a minimum, the Consultant should include all general leadership and management functions required of a Consultant including but not limited to: monitoring schedules; overseeing the quality of all aspects of the project; communication with the project team; coordinating all issues, documentation, minutes, action items, and approvals to move the project through all the various phases; providing direct interface with end-users and other stakeholders as required; briefing officials, Council/Boards/Commissions, and being more particularly described as follows:

A. Seismic Risk Assessment

1. Identification of Critical Facilities
 - Identify critical facilities capable of supplying key community needs, including but not limited to fire suppression, health and emergency response, and community drinking water supply points.
2. Evaluation of Seismic Risk
 - Evaluate the likelihood and consequences of seismic failures for each critical facility.

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

B. Mitigation Plan

1. Planning Horizon
 - Develop a mitigation plan that may encompass a 50-year planning horizon.
2. Recommendations
 - Provide recommendations to minimize water loss from each critical facility.
 - Suggest capital improvements or further studies and analyses necessary to enhance the resilience of the water systems.

C. Compliance Requirements

- Ensure that all assessments and plans are consistent with the following regulations:
 - OAR 333-061 (Public Drinking Water Systems, Oregon Health Authority)
 - OAR 660-011 (Public Facilities Planning, Department of Land Conservation and Development)
 - OAR 690-086 (Water Management and Conservation Plans, Water Resources Department)

D. Funding Sources Assessment

- Purpose: The purpose of this task is to research and recommend different funding sources that may be utilized for capital and planning projects to address seismic vulnerabilities. These sources are available at the state and federal levels and include a wide variety of grants, loans, and other funding mechanisms. This task will result in a stand-alone memorandum describing the different funding options, recommendations on which are most suited for the City, and a description of the level of effort needed to apply for funding.
- Activities:
 - Research state and federal funding options, including but not limited to, grants and loans.
 - Identify non-state or federal funding options available to the City.
 - Present the results of the assessment to City staff.
 - Prepare a memorandum describing the methods and findings of the assessment.

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

4: Proposal Format

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.

Required Submittal Information:

1. Statements of Qualifications: Provide a letter describing the Proposer's commitment and willingness to provide services, interest in the Project, and why the Proposer should be selected. All submittals should be organized and labeled following the outline below:

A. Project Understanding - Synopsis of the firm's understanding of the City's project. This should include an overview summary of the firm's proposal.

B. Project Approach - The proposed plan for how the proposer will conduct the project scoping actions for the seismic risk assessment and mitigation plan.

C. Project Team Key Personnel and Organization - Identify key personnel that will be involved in this project.

D. Relevant Experience - Familiarity and project experience for both the organization and key personnel.

E. Quality Control Program - Ability to meet project requirements, including scope, schedule, and budget.

F. Appendices - Project Team Resumes.

The writing style should be concise and straightforward. The total page count for the scored evaluation criteria is limited to 10 pages using 12-point letter font for the main text. Project team resumes attached as appendices are not included in the determination of total page count.

5: Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton at the lowest possible cost.

Each proposal will be reviewed and ranked according to the following criteria:

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects and individual Project Team member experience	40 points
2	References indicating successful projects of this type	20 points
3	Understanding and approach to project	40 points

Procedure When Only One Proposal is received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

6: Submittal Requirements

Each responding firm will email the City point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

City of Warrenton
Twyla Vittetoe, Public Works Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: Bids@warrentonoregon.us

THE LAST DAY FOR QUESTIONS IS FOUR (4) BUSINESS DAYS BEFORE THE PROPOSAL DUE DATE.

Please prepare and submit an original plus two (2) copies of the Statement of Qualifications (SOQ):

Twyla Vittetoe, Public Works Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: Bids@warrentonoregon.us

All responses must be received by 2:00 PM on **August 29th, 2024**. Responses received after this date and time will not be considered. All SOQs in response to this RFQ should be clearly marked "Water Seismic Assessment and Risk Mitigation Plan"

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

Amendments to the RFQ will be distributed via email only to firms that confirm their intent to submit a proposal.

7: General RFQ Information

The City reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate the city of Warrenton to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFQ. The City may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the city of Warrenton 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

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

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 Appendix 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 of Warrenton 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

Request for Qualifications
Water Seismic Assessment and Risk Mitigation Plan

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.

Warrenton, Oregon, and Federal Requirements

The City 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.

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, 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.

Draft-

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

This Contract, made and entered into this ____ day of _____ 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and _____, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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 _____ services for the City of Warrenton, as outlined in the attached Scope of Work (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 \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. 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 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 the 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.

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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.

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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 A. Balensifer, Mayor Date

ATTEST: Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____

Printed Name: _____

Title: _____

_____ Date



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: August 13th, 2024
SUBJ: Authorization to Sign Funding Match Confirmation Letter for the Iredale Tide Gate and Culvert Project

SUMMARY

Public Works requests authorization from the City of Warrenton Commission to sign the attached letter confirming the funding match for the Iredale Tide Gate and Culvert Project (Project ID # LPDM-PJ-10-OR-2024-001). The total project cost is \$1,017,451.05, with a federal share of \$763,088.29 and a non-federal match amount of \$254,362.76. The City of Warrenton will provide the non-federal match amount from the Adopted Budget Storm Sewer Fund 028 (430). This letter is to confirm our match to secure funds from the FY2024 Congressionally Directed Spending (CDS), also known as the Legislative Pre-Disaster Mitigation Grant Program (LPDM).

RECOMMENDATION/SUGGESTED MOTION

" I move to authorize the signature on the attached Funding Match Confirmation Letter for the Iredale Tide Gate and Culvert Project, confirming the City's commitment to providing the non-federal match amount of \$254,362.76"

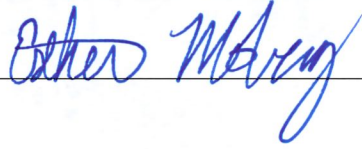
ALTERNATIVE

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

FISCAL IMPACT

There is no additional fiscal impact beyond this committed match amount as the project is funded through existing budget allocations.

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther M. King", is written over a horizontal line.

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



August 13th, 2024

Community Resilience and Infrastructure Grants

Federal Emergency Management Agency

Re: Funding Match Confirmation for the City of Warrenton Iredale Tide Gate and Culvert Project

I am writing on behalf of the City of Warrenton Commission to confirm the funding match for the City of Warrenton Iredale Culvert Project (Project ID # LPDM-PJ-10-OR-2024-001) as requested. Below is a detailed breakdown of the project's financial structure:

- Federal Share: \$763,088.29
- Non-Federal/Match: \$254,362.76
- Total Project Cost: \$1,017,451.05

The City of Warrenton commits to providing the Non-Federal/Match amount of \$254,362.76 for this project. This amount will be sourced from the City of Warrenton Adopted Budget Storm Sewer Fund 028 (430) ensuring that the project is fully funded and can proceed as planned.

We appreciate your support and collaboration in advancing this important project. Should you require any further documentation or information, please do not hesitate to contact us.

Sincerely,

"Making a difference through excellence of service"



AGENDA MEMORANDUM

TO: The Honorable Mayor and Member of the Warrenton City Commission
 FROM: Joshua Saranpaa. Library Director
 DATE: August 13, 2024
 SUBJ: Consideration of Ordinance No. 1275; Amending the City of Warrenton Municipal Code, Chapter 2.36 – Second Reading

SUMMARY

At the July 23, 2024 meeting, the Warrenton City Commission conducted the first reading of Ordinance No. 1275. This Ordinance amends the City of Warrenton Municipal Code Chapter 2.36 – Community Library by amending Ordinance 921-A and repeals Ordinance 942-A, removing Library Advisory Board By-laws language from municipal code.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Ordinance No. 1275; An Ordinance amending the City of Warrenton's Municipal Code, Chapter 2.36 – Community Library; Amending Ordinance No. 921-A and repealing Ordinance No. 942-A"

ALTERNATIVE

1) N/A

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

**ORDINANCE NO. 1275
INTRODUCED BY ALL COMMISSIONERS**

AN ORDINANCE AMENDING THE CITY OF WARRENTON'S MUNICIPAL CODE, CHAPTER 2.36 - COMMUNITY LIBRARY; AMENDING ORDINANCE NO. 921-A and REPEALING ORDINANCE NO. 942-A

WHEREAS, per ORS 357.400, the Warrenton Community Library was established in 1993 under Ordinance No. 921-A; and

WHEREAS, the Library Board was amended by Ordinance No. 942-A; and

WHEREAS, the City of Warrenton Community Library Board has recently adopted new bylaws; and

WHEREAS, the City of Warrenton staff wishes to remove the Library Board Bylaws from the Warrenton Municipal Code and adopt them separately by Resolution;

NOW, THEREFORE, THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. Amending Ordinance No. 921-A, Sections 2-4 to read as follows:

[new language; deleted language]

Section 2. LIBRARY BOARD

- ~~a. The Warrenton Community Library Board is hereby created. The board shall consist of nine (9) members to be nominated by the Mayor and appointed and confirmed by the City Commission.~~
- ~~b. The Term of office of the board members shall be four years and their terms shall commence on July 1 in the year of their appointment. The terms of office shall be staggered so that the terms of not more than three board members will expire in the same year. Of the first nine board members appointed, two members shall initially hold office for one year, two for two years, two for three years and three for four years. At the expiration of the term of any members of such board, the City Commission shall appoint a new member or may reappoint a member for a term of four years. If a vacancy occurs during a term of office, the governing body shall appoint a new member for the unexpired term. No person shall hold appoint as a member for more than two full consecutive terms, but any person may be appointed again to the board after an interval of one year.~~
- ~~c. Members of the board shall receive no compensation for their services, but may be reimbursed for expenses incurred in the performance of their duties.~~
- a. The Warrenton Community Library Board is hereby created. The board membership and terms shall be defined by the adopted bylaws, subject to ORS 357.465.

Section 3. BOARD ORGANIZATION

- ~~a. The Library Board shall elect a chair person from its members.~~
- ~~b. The Library Board shall elect a secretary to keep the records of its actions.~~
- ~~c. The board may establish and amend rules and regulations for its government and procedure consistent with the laws of the State of Oregon and with the charter, ordinances, resolutions, and regulations of the City of Warrenton.~~
- ~~d. The board shall meet at least ten times each year and at such other times as it may provide by its rules.~~
- a. The Library Board's structure, officer appointments, and meetings shall be dictated by the adopted bylaws, subject to ORS 357.465.

Section 4. LIBRARY BOARD GENERAL POWERS

~~The Library Board shall be an advisory board and shall have no executive or administrative powers or authority, and this Ordinance shall not be construed as depriving elected or appointed officials of the City of any power they may have under the laws of the State or the Charter of the City. The board shall have powers and duties as follows:~~

- ~~a. The Library Board shall assist in the interview process of selecting and appointing a Library Director. The City Administrator, as the fiscal and internal administrative agent for the library, shall have primary responsibility for library personnel, including recruitment, selection, classification and pay, and supervision.~~
- ~~b. The Library Board shall make recommendations to the City Council about rules and policies for the efficient and effective operation of the library, its services and programs.~~
- ~~c. The Library Board shall assist the Library Director in preparation of the annual budget request to be submitted by the Library Director to the City Administrator.~~
- ~~d. The Library Board shall make recommendations for the acceptance, use, or expenditure of any real or personal property or funds donated to the library under Section 5, or make recommendations for the purchase, control, or disposal, of real and personal property necessary for the purposes of the library.~~
- ~~e. The Library Board shall make recommendations for the selection of sites for public library buildings or for the location of library facilities.~~
- ~~f. The Library Board shall review and recommend to the City Council terms for contracts and working relationships with private and public agencies regarding library services.~~
- ~~g. The Library Board shall approve an annual report to the State Library and to the City Council submitted in a timely manner on a form supplied by the State Library.~~
- ~~h. The Library Board shall develop and recommend to the City Council long-range plans for library service, consistent with City priorities and with State, regional and national goals for libraries.~~

- a. Library Board powers and authority shall be outlined in the adopted bylaws subject to ORS 357.490.

Section 2. Repealing Ordinance No. 942-A in its entirety.

Section 3. Effective Date. This Ordinance shall be effective on the 30th day following its passage.

First Reading: July 23, 2024

Second Reading: August 13, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

Henry A. Balensifer III, Mayor

Attest: _____
Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Matthew Ellis, AICP, Planning Director
 DATE: August 13, 2024
 SUBJ: Mini-Storage Ordinance No. 1267

SUMMARY:

The City of Warrenton Planning Commission was advised by City staff regarding the adoption of Ordinance No. 1267 to establish a cap on mini-storage units in Warrenton. A hearing was held by the Planning Commission on November 9, 2023, to discuss this proposed ordinance and allow for public testimony. The Planning Commission unanimously recommended Ordinance No. 1267 in a 6-0 vote.

The proposed code revision would establish a cap of one storage unit per 2.85 people in Warrenton and clarify the definition of mini-warehouses.

RECOMMENDATION/SUGGESTED MOTION:

"I move to conduct the first reading, by title only, of Ordinance No 1267, AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING THE WARRENTON DEVELOPMENT CODE."

FISCAL IMPACT

There are no fiscal impacts of the proposed code ordinance.

Approved by City Manager: _____

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

ORDINANCE NO. 1267
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-
WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING
THE WARRENTON DEVELOPMENT CODE**

WHEREAS, the City of Warrenton has allowed mini-warehouse or mini-storage sites to be developed within the community; and

WHEREAS, there are currently ten (10) approved mini-warehouse or mini-storage sites within the city limits (See attachment A); and

WHEREAS, the per capita number of mini-warehouse sites is higher in the City of Warrenton than any other community in Clatsop County at one site per 640 people. This ratio is nearly double other areas within the County; and

WHEREAS, the number of actual rental units based on Clatsop County Tax records is 1,764 with an additional 489 in development review; and

WHEREAS, mini-warehouse units do not create significant numbers of jobs; and

WHEREAS, recent tax analysis by the City indicates that the mini-storage properties pay a lower property tax per acre than other commercial or industrial uses within Warrenton; and

WHEREAS, Section 3.330 of the Warrenton Comprehensive Plan states,

“It is the City’s policy to support the establishment of a variety of well-designed industrial facilities in appropriate locations in order to expand employment opportunities, make use of land best suited for industry, increase local tax base and insure a stable economy.”; and

WHEREAS, the City finds that mini-warehouse units do not need municipal sanitary sewer or water service and could be developed in areas outside of the Urban Growth Boundaries; and

WHEREAS, the 2023 data for the number of mini-storage units per resident indicates that the City of Warrenton has one (1) storage unit per 2.85 residents, compared to the rest of Clatsop County which has one (1) storage unit per 41.6 residents; and

WHEREAS, the number of jobs created per site with mini-warehouse units is significantly lower than other commercial and industrial uses. A 2023 survey of jobs indicates that only eight (8) full-time equivalent jobs are created by the ten (10) existing mini-warehouse sites in Warrenton. Other commercial or industrial uses have significantly higher employment rates;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City of Warrenton hereby places a cap on the development of new mini-warehouse units within the city limits. The list of pre-existing mini-storage units is indicated on Attachment A.

Section 2. Section 16.12.010 of the Warrenton Municipal Code is hereby amended to add the following definition between “Ministerial” and “Minor Navigation Improvements”:

Mini-warehouses. Buildings or portions of buildings that are available for rental for the purpose of storing goods and where the average floor area rented to an individual customer does not exceed 600 square feet.

Section 3. Section 16.40.030(B)(9) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 2.85 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 4. Section 16.60.030(B)(9) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of

mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 2.85 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 5. Section 16.116.030(G) of the Warrenton Municipal Code is hereby amended as follows:

- G. Mini-Warehouses. Where and when allowed, mini-warehouses shall be subject to the following design, siting, and location standards:
1. Setbacks. New facilities shall be constructed no closer than 100 feet from the East Harbor Drive right-of-way line. This setback area shall be used for landscaping, open space, public or private amenities, off-street parking, other businesses allowed in the zone; or a combination thereof.
 2. Design Standards. New facilities shall be subject to the following design standards:
 - a. Building material requirements in Section 16.116.030(C)(3);
 - b. Building color standards in Section 16.116.030(C)(5);
 - c. Mechanical equipment, outdoor storage and service area standards in Section 16.116.030(C)(6);
 - d. Building mass requirements in Section 16.116.030(C)(7);
 - e. Outdoor lighting standards in Section 16.116.030(E); and
 - f. Other applicable design requirements of this section.
 3. Location Requirements. New facilities may be constructed and operated where allowed by the zoning district, but not in the following areas:
 - a. Along the South Main Avenue commercial corridor,
 - b. Along the Pacific Drive commercial corridor.
 4. Size and Configuration. Nothing in this section will prevent a mini-warehouse owner from reconfiguring the sizes of existing mini-storage rental units, although no additions to the structures nor creation of additional units will be allowed.

Section 6. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: August 10, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1267
Attachment A

Warrenton Mini-warehouse Units

Site	Parcel Number	Number of Units
1983 SE Dolphin Avenue	81028D001600	498
605 SE Alt 101	81027BC02000, 81027BC02701	133
1805 South Main	81028CA03300	155
1240 SE Jetty Avenue	81027BA02001, 81027AB04900	30
51 NE Harbor Ct	81021AD02000, 81021AD02003, 81021AD08605, 81021AD08607	300
65 Iredale Street (Lease)	81022BD02780A01, 81022BD02680A01	100
1377 SE 11th St.	81027AA02200, 81027AA02700, 81027AA02900, 81027AA03100, 81027AA03200, 81027AA03400, 81027AA03600	340
120-150 NE 5th Street	81015C000601, 81015C000602	36
1211 Pacific Drive	81005CD05401	14
2395 SE Dolphin	81033A000600	120
1100 NW 11th Street	81016A000105	38
SE Warrior Way (In Development Review)	810340002301	489
	Total	2,253



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Matthew Ellis, AICP, Planning Director
 DATE: August 13, 2024
 SUBJ: Residential Code Audit Preliminary Discussion

SUMMARY:

In April 2024, the City began a Residential Code Audit managed by 3J Consulting. Since that time, the consultants and staff have been preparing the attached code audit memo. Staff and the consultant team are presenting these results for initial feedback.

The next step after receiving preliminary feedback from the Planning Commission and City Commission is to hold a public meeting asking for feedback and circulating a feedback survey around the community. Following the broad public engagement effort, the project team will deliver a final audit report, with an ordinance to follow.

This discussion is offered to the City Commission to share any preliminary thoughts as we move forward in the process.

Approved by City Manager: _____

Esther Moberg

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



WARRENTON MIDDLE HOUSING CODE AUDIT

The primary objective of this Project is to prepare a package of hearings-ready development code amendments to comply with and exceed housing-related statutes and facilitate housing production, affordability, and choice.

Recommended development code amendments will include allowing duplexes on all single family detached lots in accordance with House Bill 2001. Amendments to Warrenton's Development Code will not focus on multifamily residential but may include recommendations to adjust multifamily standards to align with proposed middle housing updates. Provisions for other middle housing options will also be proposed but not enforced. These provisions will address updates to accessory dwelling units (ADUs), tri/quadplexes, townhomes, and cottage clusters.

This Housing Code Audit was funded through a Technical Assistance Grant from the State of Oregon. The views expressed herein are those of the consultant and do not reflect the views of the State of Oregon. The audit outcomes are intended to identify areas of the city's Development Code that should be updated to ensure middle housing-related regulations are clear and objective, reduce barriers to the provision of housing, and ultimately increase the availability of housing in Warrenton.

This memo includes an audit of the city's current development code provisions and an analysis of standards relative to state residential statutes, including ORS 197A.395 to 197A.430 and related administrative rules. Other statutes addressed within the Code Audit include ORS 197.478 for manufactured home standards. The audit also includes analysis of how the code compares to the state Model Code for Middle Housing: while only the duplex portions of the Model Code are binding for Warrenton, the Model Code provisions for other middle housing types provide best practices as the basis for review with further opportunity for local refinements. The "Analysis" column identifies existing regulations that have the effect, either in themselves or cumulatively, of discouraging housing through unreasonable cost or delay, or that are not compliant with the applicable ORS provisions, and how the city may address these issues.

The code audit evaluated the existing Warrenton development regulations that relate to residential development for both compliance with state regulations and opportunities to enhance clarity and remove barriers to residential feasibility. Specific categories of analysis and overall findings include:

- **ADUs:** ADUs must be permitted with every single-family detached dwelling (ORS 197A.425). Warrenton's code permits ADUs in many residential areas but modifications to specific aspects of ADU regulations such as parking and owner-occupancy requirements and definitions are recommended to align with state regulations.
- **Duplexes:** Duplexes must be permitted on every lot where single-family detached dwellings are permitted (ORS 197A.420(3)). Warrenton code only permits duplexes in some zones and changes to permit duplexes more broadly are recommended.

- **Other middle housing types:** Warrenton has expressed interest in exploring ways to permit triplexes, quadplexes, townhouses and cottage clusters that are required for larger cities but optional for Warrenton (ORS 197A.420(2)). Existing code only allows middle housing in medium and high-density zones. Quadplexes are currently not included in the city’s definition of middle housing and are grouped with ‘multifamily’ options. Quadplexes will need to be grouped with other permitted middle housing options. There are significant opportunities to expand middle housing allowances if desired.
- **Multifamily:** While multifamily residential was not the focus of this code audit, a few items related to multifamily code are flagged for recommended adjustments to align with other residential and middle housing code issues.
- **Compliance:** Additional state regulations relate to a variety of residential topics and related uses in residential zones, such as manufactured homes and residential homes. These regulations have been changing at an increasingly rapid pace, and therefore the Warrenton code is in need of some updates.
- **Clarification:** A final category of audit findings includes areas where additional clarity is recommended, either to comply with state requirements for all residential code standards to be “clear and objective” (ORS 197A.400(1)) or simply for usability and internal consistency.

The following sections of the Warrenton Development Code were reviewed for compliance with applicable state residential statutes, with a focus on middle housing. The development code below has been organized by the order of the code, with each concept category listed below.

Development Code Audit Matrix

Warrenton Development Code		
Section	Current Code Language	Analysis
16.12.010 Definitions		
	Courtyard Cottages. Four or more cottages that are 1,200 square feet or less built or placed around a shared open space and shared side yard parking. Cottages can be on fee simple lots or one lot in common ownership.	<p>The courtyard cottage definition has some similarities with the state definition of cottage clusters but differs on some specifics, such as a 900 vs. [800 to] 1,200 square foot maximum footprint.</p> <p>Staff considered revision to broaden definition but determined that community interests are best met by keeping current definition for courtyard cottages.</p> <p>Note: because Courtyard Cottages have specific design provisions (such as max. footprint of 800 ft, 1,200 with garage), it may add clarity to remove maximum sf from definition but add a reference to compliance with Chapter 16.202.</p> <p>Category: Other middle housing types</p>
	<p>Child Care Center. Provides care and supervision of four or more, not to exceed 12 minor children for periods of less than 24 hours. See also ORS 657A for certification requirements.</p> <p>Day Care. The residence of the day care provider which receives no more than three children for the purpose of providing care (excludes children’s relatives).</p> <p>Family Day Care. See “Child Care Center.”</p>	<p>This is not middle housing but is new state law. Consider a review/update of definitions for day care facility and day care home and recommend updates. Review ORS 329A.440 for definitions and for any other needed edits (or reference this ORS in the code: https://www.oregonlegislature.gov/bills_laws/ors/ors329a.html). Particularly, family child care homes must be permitted in residential zones. Child care facilities must be permitted in commercial zones, but that goes well beyond this project scope.</p>

Warrenton Development Code

Section	Current Code Language	Analysis
		<p>Staff will make this update outside of this project.</p> <p>Category: Compliance</p>
	<p>Duplex. A detached building located on a single legal lot that contains two attached dwelling units designed for occupancy by two families.</p>	<p>Model Code: "Duplex" means two dwelling units on a lot or parcel in any configuration. In instances where a development can meet the definition of a duplex and also meets the definition of a primary dwelling unit with an accessory dwelling unit (ADU), the applicant shall specify at the time of application review whether the development is considered a duplex or a primary dwelling unit with an ADU.</p> <p>Staff preference to maintain duplex definition for two "attached" dwelling units. Recommended update to definition below, with "dwelling". Recommend removing this stand-alone "duplex" definition.</p> <p>Category: Duplex</p>
	<p>Dwelling.</p> <ol style="list-style-type: none"> 1. Accessory. A small, secondary housing unit, usually the size of a studio apartment, located on the same legal lot as a detached single-family residence. The accessory dwelling can be a detached cottage, a unit attached to a garage, or in a portion of an existing house. For purposes of this Code, an accessory dwelling is an accessory structure and shall comply with the accessory structure standards of Chapter 16.180 and more particularly Section 16.180.040, Accessory Dwelling Standards. 2. Multifamily. A building located on a single legal lot designed and used for occupancy by four or more families, all living independently of each other, and having separate housekeeping facilities for each family. 3. Single-Family. An attached or detached building located on a single legal lot designed and used for occupancy by one family. 4. Single-Family Attached (Duplex, Townhome, Triplex, Rowhouse). Two (duplex, townhome) or more (triplex, rowhouse) single-family dwellings with common end walls. See Chapter 16.184, Single-Family Attached, Duplex, and Triplex Design Standards 	<p>Several definitions repeat in the code, which can cause confusion. For example, "accessory dwelling" and "duplex" are defined in the alphabetical definitions, but also defined again under "dwelling units". Current code includes confusing definitions for middle housing. For example, a townhouse on an individual lot would be considered "single-family" and "single-family attached". Consider consolidating and clarifying definitions for residential dwelling types.</p> <p>Recommend separate definitions (without reference to occupancy by families) for the following dwellings:</p> <ul style="list-style-type: none"> -accessory: An interior, attached or detached residential structure that is used in connection with, or that is accessory to, a single-family detached dwelling. For purposes of this Code, an accessory dwelling is an accessory structure and shall comply with the accessory structure standards of Section 16.180.040, Accessory Dwelling Standards. -single-family detached: One dwelling unit located on a lot or parcel. -townhouse (single-family attached/rowhouse): A dwelling unit constructed in a row of two or more attached units, where each dwelling unit is located on an individual lot or parcel and shares at least one common wall with an adjacent unit. -duplex: Two attached dwelling units on a lot or parcel. -triplex: Three dwelling units on a lot or parcel in any configuration. -quadplex: Four dwelling units on a lot or parcel in any configuration. -multifamily: Five or more dwelling units located on a lot or parcel subject to the provisions of Chapter 16.188. <p>*Possibly reference applicable design standards code sections for duplex, triplex, quadplex and townhomes. Right now this section is 16.184.*</p> <p>Consider moving "courtyard cottages" definition to this section because it is a dwelling type.</p>

Warrenton Development Code		
Section	Current Code Language	Analysis
		Categories: Clarification; duplex; other middle-housing types
	Multifamily Housing Development. A building or grouping of related buildings that contain four or more dwelling units (total) located on a single legal lot and sharing common walls, floor/ceilings, courtyard, playground, parking area, or other communal amenity. Included in this definition is "condominium." Unless otherwise permitted by this Code (i.e., master planned developments), single-family dwellings are not permitted in multifamily housing developments. See Chapter 16.188 for multifamily housing design standards.	Consider removing this as separate definition (keep definition under "dwelling"). Category: Multifamily
	<p>Residential</p> <p>1. Care Facility. A facility licensed by or under the authority of the Department of Human Resources under ORS 443.400 to 443.460 which provides residential care alone or in conjunction with training or treatment or a combination thereof for six to 15 individuals who need not be related. Staff persons required to meet Department of Human Resources licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential facility.</p> <p>2. Home. A home licensed by or under the authority of the Department of Human Resources under ORS 443.400 to 443.825 which provides residential care alone or in conjunction with training or treatment or a combination thereof for five or fewer individuals who need not be related. Staff persons required to meet Department of Human Resources licensing requirements shall not be counted in the number of facility residents, and need not be related to each other or to any resident of the residential home.</p>	<p>This is not middle housing but is state law. Consider a review/update of definitions for care facility and residential home and recommend updates. Review ORS 443 for definitions and for any other needed edits. "Care facility" no longer caps the number of residents at 15.</p> <p>Category: Compliance</p>

Warrenton Development Code

Section	Current Code Language	Analysis
16. 25 Low Density Residential District		
16.24.20 Permitted uses	<p>The following uses and their accessory uses are permitted in the R-40 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.24.040 through 16.24.050, applicable Development Code standards, and other City laws:</p> <ul style="list-style-type: none"> A. Single-family detached dwelling. B. Modular home. C. Manufactured home subject to the standards in Chapter 16.168. D. Residential home. E. Residential (care) facility. F. Day care. G. Farming, grazing, truck gardening, orchards and production of nursery stock. H. A temporary dwelling for no more than six months while building a permanent residence. I. Accessory structure, no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180. J. Transportation facilities and improvements subject to the standards of Section 16.20.040. K. Similar uses as stated above. L. Community garden(s) (see definitions). M. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items. N. Home occupations. O. Accessory dwelling that complies with Section 16.180.040. P. Homestay lodging subject to the standards in Chapter 8.24. 	<p>Not clear and objective: "if the Community Development Director determines that the uses conform to the standards in Sections 16.24.040 through 16.24.050, applicable Development Code standards, and other City laws". Recommend updating language to remove the above.</p> <p>Add "duplex dwelling" to list of permitted uses.</p> <p>Category: Duplex</p>
16.24.40 Development Standards	<p>A. Density Provisions.</p> <ol style="list-style-type: none"> 1. Minimum lot area for residences with on-site sewage disposal systems: 40,000 square feet. 2. Minimum lot area for residences connected to the City of Warrenton sewer system: 10,000 square feet. 3. Minimum lot width at the front building line: 50 feet. 4. Minimum lot depth: 80 feet. 5. Not more than 35% of lot area shall be covered by buildings or other impervious surfaces, except as may be permitted by conditional use permit or variance. 6. Maximum building height: 30 feet. 7. Maximum building height for agricultural buildings, solar collectors, wind energy systems and radio receivers: 40 feet. <p>B. Setback Requirements.</p> <ol style="list-style-type: none"> 1. Minimum front yard setback: <ol style="list-style-type: none"> a. Lots of 40,000 square feet: 20 feet; b. Lots of 10,000 square feet: 15 feet. 2. Minimum side yard setback: 10 feet. 3. Corner lot minimum street side, side yard setback: 10 feet. 4. Minimum rear yard setback: 10,000 square foot lot, 15 feet; except accessory structures that meet the criteria of Section 16.280.020, may extend to within five feet of the rear property line; and for 40,000 square foot lots the dwelling and any accessory structure must maintain a 15-foot setback. 5. Corner lot minimum rear yard setback: 10 feet. 	<p>Duplexes have to be subject to the same standards as single-family detached dwellings in the same zone, which will occur with no text changes.</p> <p>Consider an increase to minimum lot coverage for lots with an ADU. Staff indicated a willingness to consider but desire to acknowledge that this is a low-density development zone. Consider a modest increase of maximum lot coverage standard from 35% to 40% ONLY when the lot contains an ADU.</p> <p>Category: ADUs</p>

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Section	Current Code Language	Analysis
16.28 Intermediate Density Residential District		
16.28.010 Purpose	The purpose of the Intermediate Density Residential Zone is to provide areas within the City which have the capacity to accommodate single-family dwellings in conventional subdivisions or planned unit developments. These areas are intended for service by municipal utilities and urban type street systems, and, consequently, the residents must be willing to support the costs associated with this density of development. Certain public facilities and other nonresidential uses are permitted when desirable conditions and safeguards are satisfied. This zone includes those areas in Hammond that were in Hammond's Low Density Residential Zone (R-10).	Staff concur with referencing single family and middle housing. "...capacity to accommodate single-family and middle housing dwellings in conventional..." Categories: Clarification; duplex; other middle housing types
16.28.020 Permitted uses	The following uses and their accessory uses are permitted in the R-10 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.28.040 through 16.28.050, applicable Zoning Ordinance standards, and other City laws: A. Single-family detached, attached or duplex dwelling. B. Modular home. C. Manufactured home subject to standards in Chapter 16.168. D. Residential home. E. Residential (care) facility. F. Day care. G. Cemetery. H. Farming, grazing, truck gardening, orchards and production of nursery stock. I. A temporary dwelling for no more than six months while building a permanent residence. J. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180. K. Transportation facilities and improvements subject to the standards of Section 16.20.040. L. Similar uses as stated above. M. Community garden(s) (see definitions). N. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items. O. Home occupations. P. Accessory dwelling that complies with Section 16.180.040. Q. Homestay lodging subject to the standards in Chapter 8.24.	Keep language as this already includes a duplex option that treats duplex the same as single-family detached. Staff considered adding triplex and quadplex as permitted uses within this zone, but would prefer to consider these housing types for the medium density zone only. Staff concurs that cottage clusters are permitted outright in the R-10, RM, and RH zones as addressed in another section of the code and should be included here as well. Category: Other middle housing types

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Section	Current Code Language	Analysis
<p>16.28.040 Development Standards</p>	<p>The following development standards are applicable in the R-10 zone:</p> <p>A. Density Provisions.</p> <ol style="list-style-type: none"> 1. Minimum lot area for residences: 8,000 square feet. Minimum density is five dwelling units per acre. 2. Minimum lot width at the front building line for detached dwelling: 50 feet. 3. Minimum lot area for single-family attached dwelling: 2,500 square feet. 4. Minimum lot width at the front building line for single-family attached dwelling: 25 feet. 5. Minimum lot depth: 70 feet. 6. Not more than 35% of the lot area shall be covered by buildings except as may be permitted by conditional use permit or variance. 	<p>Consider an increase to minimum lot coverage for lots with an ADU. Consider a modest increase of maximum lot coverage standard from 35% to 40% ONLY when the lot contains an ADU.</p> <p>Townhouses currently permitted use in this zone (single-family attached). Model code conflicts with 15' front and rear setbacks (10' max. for townhomes, except for those applicable to garages and carports). Recommend reducing front and rear setback for townhouses to 10'. Minimum lot area of 2,500 sf for townhomes will likely preclude development of this housing type. Consider 1,500 sf min. lot size. It seems like it may be a code oversight that there is no max. building height in this zone. If one is added, the max. height of townhouses cannot be less than 35'. Consider increasing max. lot coverage for townhouses to 75 or 80%.</p> <p>Categories: ADU; other middle housing types</p>
	<p>B. Setback Requirements.</p> <ol style="list-style-type: none"> 1. Minimum front yard setback: 15 feet. 2. Minimum side yard setback: 10 feet. 3. Corner lot minimum street side yard setback: 10 feet. 4. Minimum rear yard setback: 15 feet, except accessory structures that meet the criteria of Section 16.280.020, may extend to within five feet of a rear property line. 5. Corner lot minimum rear yard setback: 10 feet. 	

Warrenton Development Code		
Section	Current Code Language	Analysis
16.32 Medium Density Residential District		
16.32.010 Purpose	The Medium Density Residential Zone is intended to accommodate a variety of housing types including single-family dwellings, duplexes and, where appropriate, manufactured dwelling subdivisions and manufactured dwelling parks. This intensity of residential use is envisioned for locations in the City where community services and adequate access are available. Residential densities permitted are somewhat greater than those permitted in an R-10 zone. Certain public facilities and other nonresidential uses are also permitted when desirable conditions and safeguards are satisfied. Those lands in the Hammond area that were in the Hammond R-6 zone have been placed in this zone.	Duplexes are included here and are subject to the same provisions as single-family detached. Staff concurs with adding 'other middle housing options' into this overview as a housing type that is accommodated. Category: Other middle housing types
16.32.020 Permitted Uses	The following uses and their accessory uses are permitted in the R-M Zone if the Community Development Director determines that the uses conform to the standards in Sections 16.32.040 through 16.32.050, and any other applicable Development Code standards, and other City laws: A. Single-family detached dwelling. B. Modular home. C. Manufactured home subject to the standards in Chapter 16.168. D. Duplex, townhome, and triplex subject to standards of Chapter 16.184. E. Residential home. F. Residential (care) facility. G. Day care. H. Master planned development with a minimum lot size of three contiguous acres, subject to provisions in Chapter 16.224. I. A temporary dwelling for no more than six months while building a permanent residence. J. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180. K. Transportation facilities and improvements subject to the standards of Section 16.20.040. L. Dredge material disposal (DMD) subject to Section 16.32.050 (Sites 19S and 21S) and Chapter 16.104. M. Similar uses as those stated above. N. Community garden(s) (see definitions). O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items. P. Home occupations. Q. Accessory dwelling that complies with Section 16.180.040. R. Homestay lodging subject to the standards in Chapter 8.24.	Duplex treated the same as single-family detached. Staff concurs with adding "quadplex" and "courtyard cottages" as permitted uses. Category: Other middle housing types
16.32.040 Development Standards	The following development standards are applicable in the R-M zone: A. Density Provisions. 1. Minimum lot area for single-family detached dwelling or duplex: 5,000 square feet. Minimum density is eight dwelling units per acre. 2. Minimum lot area for single-family attached dwelling: 2,500 square feet. 3. Minimum lot width at the front building line for single-family detached dwelling or duplex: 50 feet. 4. Minimum lot width at the front building line for single-family attached dwelling: 25 feet. 5. Minimum lot depth: 70 feet. 6. Not more than 40% of the lot area shall be covered by buildings, except as may be permitted by conditional use permit or variance. 7. Maximum building height: 30 feet.	Minimum lot area same for duplex and single-family detached. Add triplex and quadplex with single-family detached or duplex for min lot area of 5,000 sf. Consider reducing min. lot area for townhouses from 2,500 sf to 1,500 sf. Model code recommends 1,500 sf based on market analysis of jurisdictions throughout the state. 2,500 sf minimum for townhouses will likely preclude this housing type. Also consider decreasing min lot width at front lot line

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Section	Current Code Language	Analysis
	<p>B. Setback Requirements.</p> <ol style="list-style-type: none"> 1. Minimum front yard setback: 15 feet. 2. Minimum side yard setback: 8 feet. 3. Corner lot minimum street side yard setback: 8 feet. 4. Minimum rear yard setback: 15 feet, except accessory structures that meet the criteria of Section 16.280.020 may extend to within five feet of a rear property line. 5. Corner lot minimum rear yard setback: 10 feet. 	<p>for townhouses from 25' to 20' to reduce barrier to this type of housing being built.</p> <p>Need 0' side setbacks for townhouses. Consider 10' max. front and rear setbacks for townhouses, triplexes and quadplexes.</p> <p>Categories: Clarification; duplexes; other middle housing types</p>
<p>16.36 High Density Residential District</p>		
<p>16.36.020 Permitted Uses</p>	<p>The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:</p> <ol style="list-style-type: none"> A. Single-family detached dwelling. B. Modular housing. C. Manufactured home. D. Duplex and townhome subject to standards of Chapter 16.184. E. Triplex subject to standards of Chapter 16.184. F. Multifamily housing development subject to standards of Chapter 16.188. G. Residential home. H. Residential (care) facility. I. Day care. J. A temporary dwelling for no more than six months while building a permanent residence. K. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property and subject to the additional criteria under Chapter 16.180. L. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224. M. Transportation facilities and improvements subject to the standards of Section 16.20.040. N. Similar uses as stated above. O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items. P. Home occupations. Q. Accessory dwelling that complies with Section 16.180.040. R. Homestay lodging subject to the standards in Chapter 8.24. 	<p>Consider the broader purpose for this zone and whether single-family detached homes, at varying densities, are consistent with that purpose. Consider whether to prohibit single-family detached homes outright, or to address through revisions to minimum lot size and minimum density below. Staff would like to bring this question for discussion to the TAC.</p> <p>Consider adding 'quadplex' as its own option. Consider clarifying list of permitted uses to list housing types individually. Consider adding "courtyard cottages" to the list of permitted uses.</p> <p>Categories: Clarification; other middle housing types</p>
<p>16.36.030 Conditional Uses</p>	<p>The following uses and their accessory uses may be permitted when approved under Chapter 16.220:</p> <ol style="list-style-type: none"> A. Boarding, lodging or rooming houses. B. Hospitals, sanitariums, rest homes, nursing or convalescent homes, medical clinic or office in conjunction with a residential facility. C. Churches, synagogues, or other places of worship. D. Parks, playgrounds and community centers. E. Government buildings and uses subject to standards of Sections 16.36.040(C) and 16.36.050. F. Public utility structure. G. School: nursery, primary, elementary, junior or senior high: public or private. H. Child care center. I. Bed and breakfast. J. Accessory dwelling subject to standards of Section 16.180.040. K. Similar uses as stated above. 	<p>Remove accessory dwellings as a conditional use; already permitted outright in the above section, as required</p> <p>https://www.warrentonoregon.us/ced/page/short-term-rentals</p> <p>Question for staff: Should we discuss short term rentals (STRs) and Homestay lodging with the TAC? Should they be conditional? Permitted outright? Permitted with limitations, etc.?</p> <p>Category: Clarification</p>

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Section	Current Code Language	Analysis
<p align="center">16.36.040 Development Standards</p>	<p>A. Density Provisions.</p> <ol style="list-style-type: none"> 1. Minimum lot area for a single-family detached dwelling: 4,500 square feet. Minimum density is 20 units per acre. 2. Minimum lot area duplex, townhome, rowhouse: 2,500 square feet per unit. 3. Minimum lot area for a triplex: 7,500 square feet. 4. Minimum lot area for a multifamily dwelling: 10,000 square feet. 5. Maximum density for multifamily structures: one dwelling unit per 1,600 square feet of site area. 6. Lot coverage: not more than 55% of an individual lot area shall be covered by buildings, except as may be permitted by conditional use permit or variance. 7. Minimum lot width at the front building line for single-family detached dwelling or multifamily dwelling: 50 feet. 8. Minimum lot width at the front building line for duplex, townhome, rowhouse: 25 feet per unit. 9. Minimum lot depth: 70 feet. 10. Maximum building height: 40 feet. 11. The lowest density which will be allowed in new subdivisions and other developments with four or more units that are located on sites without significant natural feature problems is five dwelling units per gross acre. 	<p>Consider the desired scale for single-family detached homes, if continuing to permit in this zone. Minimum lot area of 4,500 sf cannot meet minimum density of 20 units per acre. Min. lot area of 4,500 sf can only achieve a density of 9.68 du/acre. Further conflicts introduced with subsection (11) referencing the lowest density of five units per gross acre, which conflicts with the 20 units per acre minimum listed in subsection (1).</p> <p>Consider permitting duplexes, townhouses, triplexes and quadplexes on lots sized equivalent to the maximum density for multifamily, allowed as one unit per 1,600 SF. E.g., duplexes would be allowed on 3,200-SF lots (or smaller if minimum lot size for single-family detached is lowered), triplex on 4,800-SF lot, etc.</p> <p>Lot coverage of 55% may be low.</p> <p>Review other lot dimensions if minimum lot sizes are adjusted.</p> <p>Categories: Clarification; other middle housing types</p>
	<p>B. Setback Requirements.</p> <ol style="list-style-type: none"> 1. Minimum front yard setback: 15 feet. 2. Minimum side yard setback: eight feet. 3. Corner lot minimum secondary street side yard setback: eight feet. 4. Minimum rear yard setback: 15 feet except accessory structures that meet the criteria of Section 16.280.020 may extend to within five feet of a rear property line. 5. Corner lot minimum rear yard setback: 10 feet. 	<p>Consider differentiating setback standards for larger multifamily sites and for single-family/middle housing sites and include buffering/screening setback requirements if needed for taller buildings. For example, if you require an 8' side yard setback, you may add a buffer of 5-10' if the building will be taller than 2 stories adjacent to a lower density (lower height) residential property. Could consider reducing side yard setbacks for 2 story maximum buildings down to 5'.</p> <p>Need 0' side yard setback for townhouses.</p> <p>Categories: Clarification; other middle housing types</p>

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Section	Current Code Language	Analysis
16.92 Airport Operations Overlay District		
<p>16.92.040 Permitted uses</p>	<p>The following uses and activities and their associated facilities are permitted conditionally in the Airport Zone upon demonstration of compliance with the standards of Section 16.92.060, Conditional Use Standards.</p> <p>A. A structure or building accessory to a permitted use.</p> <p>B. Single-family dwellings, manufactured dwellings, duplexes and multifamily dwellings, when authorized in the primary zoning district, provided the landowner signs and records in the deed and mortgage records of Clatsop County a hold harmless agreement and aviation and hazard easement and submits them to the Port of Astoria and to the Warrenton Planning Department.</p> <p>C. Commercial and industrial uses, when authorized in the primary zoning district, provided the use does not result in the following:</p> <ol style="list-style-type: none"> 1. Creating electrical interference with navigational signals or radio communication between the airport and aircraft. 2. Making it difficult for pilots to distinguish between airports lights or others. 3. Impairing visibility. 4. Creating bird strike hazards. 5. Endangering or interfering with the landing, taking off or maneuvering of aircraft intending to use the airport. 6. Attracting large number of people. <p>D. Buildings and uses of a public works, public service or public utility nature.</p> <p>E. Production, processing, assembling, packaging or treatment of such products as food products, pharmaceutical, hardware and machine products.</p> <p>F. Production, processing, assembling, packaging or treatment of articles and products from previously-prepared or semi-finished materials, such as paper, wood, rubber, plastics, fibers and sheet metal.</p> <p>G. Research and development laboratories.</p> <p>H. Printing facilities.</p> <p>I. Public utility facilities such as power stations, sewage and water treatment plants.</p> <p>J. Storage and distribution services and facilities (i.e., truck terminals, warehouses and storage buildings and yards, contractor's establishments, lumber yards and sales) or similar uses.</p> <p>K. Vehicle repair (welding, painting and service, and parts facilities).</p> <p>L. Airport support structures: hangars, weather stations, fuel terminals and storage buildings, etc.</p> <p>M. Mini-warehouses or similar storage uses.</p> <p>N. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.</p> <p>O. Cabinet, carpenter, woodworking, sheet metal shops or similar establishments.</p> <p>P. Professional, financial or business offices.</p> <p>Q. Public utilities, including structures, pipelines, cables, and utility crossings.</p> <p>R. Government buildings and uses.</p> <p>S. Passive restoration.</p> <p>T. Transportation facilities and improvements subject to the standards of Section 16.20.040.</p> <p>U. Dredge material disposal (DMD) subject to Section 16.60.040 (site 20S), and Chapter 16.104.</p> <p>V. Food and/or beverage trucks or carts, or restaurant in connection with the operation of an FBO or terminal facility.</p> <p>W. Military facilities.</p> <p>X. On airport camping by occupants of transient aircraft.</p>	<p>Staff concurs with aligning permitted residential uses in subsection (B) to include any additional middle housing uses like triplexes and quadplexes to be permitted in underlying zones.</p> <p>Category: Other middle housing types</p>

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Section	Current Code Language	Analysis
16.112 Growth Management Standards		
16.112.040 Exceptions to growth management standards	<p>Growth management standards shall not apply to the following land use actions:</p> <p>A. Construction of a single-family residence on a buildable lot.</p> <p>B. Exceptions approved by the Community Development Director, or in the case of a conditional use, an exception approved by the Planning Commission. In either case, the following findings must be made to support the exception to growth management standards:</p> <ol style="list-style-type: none"> 1. That the impact of the proposed development or land partition upon the unacceptable service(s) will be similar to that of a single-family residence; 2. That the approval of the development or land division without the particularly unacceptable service(s) will not impede the orderly, efficient provision of any primary or secondary service to that area; 3. That the public or nearby residents will not be endangered by the granting of the exception; and 4. That it is consistent with the intent and purpose of Statewide Planning Goals 11 and 14, and the purpose of this chapter stated in Section 16.112.010. 	<p>Include duplex permitted in addition to single family residence.</p> <p>Category: Duplex</p>
16.114 Neighborhood Master Plans		
16.114.040 Spur 104 Performance Measures & Redevelopment Standards	<p>The following standards shall apply to new development in the Spur 104 Neighborhood Master Plan area.</p> <p>A. Development shall consider either the "Mixed Use Concept" or "Residential Concept" contained herein. At a minimum, streets, parks, open space, and trails shall be adhered to and planned for in future development.</p> <p>B. The total number of housing units for the new neighborhood shall not exceed 350 units. The types of units and minimum density are described in the Commercial Mixed Use (CMU) Zone and High Density Residential Zone (RH) standards. Housing units that existed prior to 2018 shall not be counted towards the cap on the total amount. Adaptive reuse of cultural or historic structures built prior to 1940 is strongly encouraged.</p> <p>C. The total amount of commercial space shall not exceed 50,000 SF. No building footprint shall be larger than 20,000 SF to encourage a mixed use, neighborhood scale, and pedestrian-oriented design. Maximum of building floor area shall be regulated by height standard. The types of uses allowed are described in the Commercial Mixed Use (CMU) Zone. However, drive thrus shall be prohibited to reduce traffic impacts.</p> <p>D. Architectural design shall be governed by Chapter 16.116 Design Standards. In addition, at least three distinct exterior materials shall be used. Glass entries and vestibules shall not be counted towards the required amount of materials. A distinctive entry is required. New parking for commercial uses should be located to the rear or side portion of the lot.</p> <p>E. All new development shall contribute to planned parks and trails identified on the concept plans and Parks Master Plan.</p> <p>F. Zero lot line developments for single family attached are allowed subject to site design review.</p>	<p>Staff noted that they will review why the 350 dwelling unit cap was set outside of this project.</p> <p>Recommend allowing ADUs to not count toward the cap, allowing duplexes to count as one dwelling unit toward the cap,</p> <p>Should triplexes/quadplexes/townhouses be treated as single units? Perhaps a question to discuss with the TAC?</p> <p>Category: Clarification</p>

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Section	Current Code Language	Analysis
16.120 Access and Circulation		
16.120.020 Vehicular Access and Circulation	E. Conditions of Approval. The City or other agency with access permit jurisdiction may require the closing or consolidation of existing curb cuts or other vehicle access points, recording of reciprocal access easements (i.e., for shared driveways), development of a frontage street, installation of traffic control devices, and/or other mitigation as a condition of granting an access permit, to ensure the safe and efficient operation of the street and highway system. Access to and from off-street parking areas (other than driveways that serve single-family, two-family, or three-family dwellings) shall not permit backing onto a public street.	Expand exempted driveways to include quadplexes. Categories: Clarification; other middle housing types
16.120.020 Vehicular Access and Circulation	G. Access Spacing. Driveway accesses shall be separated from other driveways and street intersections in accordance with the following standards and procedures: 1. Local Streets. A minimum of 25 feet separation (as measured from the sides of the driveway/street) shall be required on local streets (i.e., streets not designated as collectors or arterials) for all single-family detached dwellings, except as provided in paragraph 3 of this subsection. A minimum of 20 feet separation shall be required on local streets for all single-family attached dwellings, duplexes, and triplexes, except as provided in paragraph 3 of this subsection. 2. Arterial and Collector Streets. Unless directed otherwise by this Development Code or by the Warrenton Comprehensive Plan/TSP, access spacing on City collector and arterial streets and at controlled intersections (i.e., with four-way stop sign or traffic signal) in the City of Warrenton shall be determined based on the policies and standards contained in the Warrenton Transportation System Plan, Manual for Uniform Traffic Control Devices, or other applicable documents adopted by the City. 3. Special Provisions for All Streets. Direct street access may be restricted for some land uses, in conformance with the provisions of Division 2, Land Use Districts. For example, access consolidation, shared access, and/or access separation greater than that specified by paragraphs 1 and 2 of this subsection, may be required by the City, County or ODOT for the purpose of protecting the function, safety and operation of the street for all users. (See subsection I of this section.) Where no other alternatives exist, the permitting agency may allow construction of an access connection along the property line farthest from an intersection. In such cases, directional connections (i.e., right in/out, right in only, or right out only) may be required. 4. Corner Clearance. The distance from a street intersection to a driveway or other street access shall meet or exceed the minimum spacing requirements for the street classification in the Warrenton TSP.	Consider adding 'quadplexes' to item G1. Consider that 20-ft driveway setback from the corner for narrow townhouse lots can be difficult to achieve in some cases. Category: Other middle housing types
	K. Driveway Openings and Widths. Driveway openings (or curb cuts) shall be the minimum width necessary to provide the required number of vehicle travel lanes (10 feet for each travel lane). The following standards (i.e., as measured where the front property line meets the sidewalk or right-of-way) are required to provide adequate site access, minimize surface water runoff, and avoid conflicts between vehicles and pedestrians: 1. Single-family, two-family, and three-family uses shall have a minimum driveway width of 10 feet, and a maximum width of 24 feet, except that one recreational vehicle pad driveway may be provided in addition to the standard driveway for lots containing at least 5,000 square feet of area. 2. Multiple-family uses with between four and seven dwelling units shall have a minimum driveway width of 20 feet, and a maximum width of 24 feet. 3. Multiple-family uses with eight or more dwelling units shall have a minimum driveway width of 24 feet, and a maximum width of 30 feet. These dimensions may be increased if the Community Development Director, City-appointed engineer, or Planning Commission determines that more than two lanes are required based on the number of trips generated or the need for turning lanes. 4. Access widths for all other uses shall be based on 10 feet of width for every travel lane, except that driveways providing direct access to parking spaces shall conform to the parking area standards in Chapter 16.128.	Consider revising-item K1 to say "duplex" and "triplex" instead of "two-family and three-family" and consider adding "quadplex". Consider changing item K2 to say 'multiple-family uses with between five and seven dwelling units...' Consider adding standards specific to cottage clusters that allow smaller driveway widths, rather than defaulting to multi-family standards. Consider changing standards for triplexes and quadplexes and adopt the Model Code standards to allow greater maximum driveway widths up to 32 feet and multiple driveway openings per lot: Also note the overlap between these standards and the access standards for triplexes and townhouses in Section 16.184.030. Recommend updating in one place with cross-

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Section	Current Code Language	Analysis
	<p>5. Setback Required. A minimum five-foot setback from the edge of driveway to any property line is required. The setback area shall be kept free of impervious surfaces at all times and shall be vegetated to minimize surface water runoff to adjoining properties. These requirements may be increased if the Community Development Director, building official, City-appointed engineer, or Planning Commission determines that topography, soil conditions, or other circumstances dictate the need for additional protection measures.</p>	<p>reference in the other section to eliminate overlap and confusion.</p> <p>Categories: Clarification; other middle housing types</p>
<p>16.120.030 Pedestrian Access and Circulation</p>	<p>A. Pedestrian Access and Circulation. To ensure safe, direct and convenient pedestrian circulation, all developments, except single-family detached housing, duplexes, or triplexes on individual lots, shall provide a continuous pedestrian and/or multi-use pathway system. (Pathways only provide for pedestrian circulation. Multi-use pathways accommodate pedestrians and bicycles.) The system of pathways shall be designed based on the standards in paragraphs 1 through 3 of this subsection:</p> <p>1. Continuous Pathways. The pathway system shall extend throughout the development site, and connect to all future phases of development, adjacent trails, public parks and open space areas whenever possible. The developer may also be required to connect or stub pathway(s) to adjacent streets and private property, in accordance with the provisions of Section 16.120.020, Vehicular Access and Circulation, and Chapter 16.136, Public Facilities Standards.</p> <p>2. Safe, Direct, and Convenient Pathways. Pathways within developments shall provide safe, reasonably direct and convenient connections between primary building entrances and all adjacent streets and existing or planned transit stops, based on the following definitions: Reasonably Direct. A route that does not deviate unnecessarily from a straight line or a route that does not involve a significant amount of out-of-direction travel for likely users. Safe and Convenient. Bicycle and pedestrian routes that are reasonably free from hazards and provide a reasonably direct route of travel between destinations. For commercial, industrial, mixed use, public, and institutional buildings, the "primary entrance" is the main public entrance to the building. In the case where no public entrance exists, street connections shall be provided to the main employee entrance. For residential buildings the "primary entrance" is the front door (i.e., facing the street). For multifamily buildings in which each unit does not have its own exterior entrance, the "primary entrance" may be a lobby, courtyard or breezeway which serves as a common entrance for more than one dwelling.</p> <p>3. Connections Within Development. For all developments subject to site design review, pathways shall connect all building entrances to one another. In addition, pathways shall connect all parking areas, storage areas, recreational facilities and common areas (as applicable), and adjacent developments to the site, as applicable.</p> <p>4. Street Connectivity. Pathways (for pedestrians and bicycles) shall be provided at or near mid-block where the block length exceeds the length required by Section 16.120.020. Pathways shall also be provided where cul-de-sacs or dead-end streets are planned, to connect the ends of the streets together, to other streets, and/or to other developments, as applicable. Pathways used to comply with these standards shall conform to all of the following criteria:</p>	<p>Staff concurs with making quadplexes exempt from pedestrian circulation requirements.</p> <p>Staff concurs with applying pedestrian access standards here to courtyard cottage.</p> <p>Categories: Clarification; other middle housing types</p>

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	<p>a. Multi-use pathways (i.e., for pedestrians and bicyclists) are no less than six feet wide.</p> <p>b. If the streets within the subdivision or neighborhood are lighted, the pathways shall also be lighted.</p> <p>c. Stairs or switchback paths using a narrower right-of-way/easement may be required in lieu of a multi-use pathway where grades are steep.</p> <p>d. The City may require landscaping within the pathway easement/right-of-way for screening and the privacy of adjoining properties.</p> <p>e. The Planning Commission or Community Development Director may determine, based upon facts in the record, that a pathway is impracticable due to: physical or topographic conditions (e.g., freeways, railroads, extremely steep slopes, sensitive lands, and similar physical constraints); buildings or other existing development on adjacent properties that physically prevent a connection now or in the future, considering the potential for redevelopment; and sites where the provisions of recorded leases, easements, covenants, restrictions, or other agreements recorded as of the effective date of the ordinance codified in this chapter prohibit the pathway connection.</p>	
<p>16.124 Landscaping, street trees, fences and walls</p>		
<p>16.124.070 New Landscaping</p>	<p>C. Landscape Area Standards. The minimum percentage of required landscaping equals:</p> <ol style="list-style-type: none"> 1. Residential districts: 20% of the site. 2. Commercial districts: 15% of the site shall be landscaped according to the requirements of this section. 3. General industrial districts: a minimum of 20% of the site shall be landscaped. <p>The use of mature, native vegetation within developments is a preferred alternative to removal of vegetation and re-planting.</p>	<p>The 20% landscaping minimum can be applied equally to both single-family detached and most middle housing.</p> <p>It is uncommon to see landscape standards for single-family detached or middle housing (except cottage clusters). Consider if a lower standard would be more feasible or consider removing requirement for these housing types.</p> <p>Staff stated that TAC should consider landscaping standards for courtyard cottages (update to Chapter 16.202)</p> <p>Category: Other middle housing types</p>
	<p>E2. Parking Areas. A minimum of eight percent of the combined area of all parking areas, as measured around the perimeter of all parking spaces and maneuvering areas, shall be landscaped. Such landscaping shall consist of an evenly distributed mix of shade trees with shrubs and/or groundcover plants. "Evenly distributed" means that the trees and other plants are distributed around the parking lot perimeter and between parking bays to provide a partial canopy. At a minimum, one tree per five parking spaces total shall be planted to create a partial tree canopy over and around the parking area. All parking areas with more than 20 spaces shall include landscape islands with trees to break up the parking area into rows of not more than 12 contiguous parking spaces. All landscaped areas shall have minimum dimensions of four feet by four feet to ensure adequate soil, water, and space for healthy plant growth.</p>	<p>Consider adding courtyard cottage standards for parking areas. In the model code it notes for cottage clusters: Parking clusters must be separated from other spaces by at least four (4) feet of landscaping. Perhaps discuss with TAC?</p> <p>Category: Other middle housing types</p>

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Section	Current Code Language	Analysis
16.128 Vehicle and Bicycle Parking		
16.128.030 Vehicle Parking Standards.	<p>Table 16.128.030.A Off-Street Parking Requirements</p> <p>Single-family detached dwelling (including manufactured home on individual lot): 2 spaces</p> <p>Two- and three-family dwelling: 1.5 spaces per dwelling unit</p> <p><u>Multifamily and single-family attached dwelling:</u></p> <p>Studio units or 1-bedroom units less than 500 sq. ft.: 1 space per unit</p> <p>1-bedroom units 500 sq. ft. or larger: 1.5 spaces per unit</p> <p>2-bedroom units: 1.75 spaces per unit</p> <p>3-bedroom or greater units: 2 spaces per unit</p> <p>Senior housing; retirement complexes seniors 55+ years: 1 space per unit</p> <p>Rooming and boarding houses; dormitories: 2 spaces per each 3 guest rooms, or 1 space per 3 beds, whichever is greater</p> <p>Bed and breakfast: 1 space per guest bedroom</p> <p>Manufactured home parks: 2 spaces per dwelling unit</p> <p>Accessory dwelling: None if lot already contains at least 2 spaces; otherwise, 1 space is required</p>	<p>Reduce minimum parking for duplexes to one space per unit to comply with state rules. (OAR 660-046-0120)</p> <p>Recommend 1 off-street parking space per dwelling unit for all dwelling types. This reduces the amount of land dedicated to vehicles and increases amount of land available for housing. Staff indicated desire to take this to the TAC.</p> <p>Remove any minimum parking requirements for accessory dwelling units.</p> <p>Categories: Clarification; duplex; other middle housing types</p>
16.128.040 Bicycle parking standards	<p>B2. Off-Site Parking. Except for single-family, two-family, and three-family dwellings, the vehicle parking spaces required by this chapter may be located on another parcel of land, provided the parcel is within 200 feet or a reasonable walking distance of the use it serves. The distance from the parking area to the use shall be measured from the nearest parking space to a building entrance, following a sidewalk or other pedestrian route. The right to use the off-site parking must be evidenced by a recorded deed, lease, easement, or similar written instrument.</p> <p>Exemptions. This section does not apply to single-family and duplex housing, home occupations, and agricultural uses. The City may exempt other uses upon finding that, due to the nature of the use or its location, it is unlikely to have any patrons or employees arriving by bicycle.</p>	<p>Consider adding quadplexes to this list.</p> <p>Consider referencing courtyard cottage standards for off-site parking. Standards are stated in the model code for cottage clusters if not provided in the Courtyard cottage section.</p> <p>Category: Other middle housing types</p> <p>Staff concurs that this exemption should apply to all single- and middle housing types but not multifamily.</p> <p>Categories: Clarification; other middle housing types</p>

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Section	Current Code Language	Analysis
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16.168 Manufactured Home Design Standards

<p>16.168.010 Manufactured Home Design Standards</p>	<p>A manufactured home placed on an individual lot, other than a lot in an approved manufactured dwelling park, shall conform to the requirements of the zone in which it is located, applicable state installation standards, and the following additional provisions:</p> <p>A. The manufactured home shall be multi-sectional and enclose a floor space of not less than 1,000 square feet.</p> <p>B. The manufactured home shall be placed on an excavated and/or back-filled foundation and enclosed by skirting at the perimeter such that the manufactured home is located at least 16 inches from mainframe to grade.</p> <p>C. The skirting and perimeter foundation of the manufactured home shall consist of masonry or poured concrete.</p> <p>D. The manufactured home shall have a roof with a minimum pitch of 3:12. The roofing material shall be composition, shake, shingle or tile.</p> <p>E. The manufactured home shall have exterior siding material such as horizontal or vertical wood, vinyl or aluminum lap siding similar to that used in single-family residences constructed to the Uniform Building Code.</p> <p>F. The manufactured home shall not have bare metal siding or roofing.</p> <p>G. The manufactured home shall be certified by the manufacturer to have an exterior thermal envelope meeting performance standards which reduce levels equivalent to the performance standards required of single-family dwelling constructed under the State Building Code ORS 455.010.</p> <p>H. The manufactured home is required to have an attached or detached garage or carport that complies with Chapter 16.180. A building permit for the associated garage or carport must be issued concurrent with the placement permit for the manufactured home.</p> <p>I. The manufactured home shall have a permanent porch with a minimum size of 24 square feet. No temporary steps will be allowed at the time of occupancy. The Uniform Building Code will determine minimum landing size.</p> <p>J. All porches and decks to be constructed shall be shown on the site/plot plan.</p> <p>K. The manufactured home shall have a meter base and no power pole.</p> <p>L. The manufactured home shall utilize at least two of the following design features:</p> <ol style="list-style-type: none"> 1. Dormer. 2. Recessed entries. 3. Architectural grade roofing. 4. Bay or bow windows. 5. Window shutters or treatments. 6. Off-sets on building face or roof (minimum 12 inches). 7. Gables. 8. Covered porch entry. 9. Pillars or posts. 10. Eaves (minimum six inches). 11. 4:12 pitch roof. <p>M. All load-bearing foundations, supports and enclosures shall be installed in conformance with the Oregon Building Codes Agency regulations and with the manufacturer's installation specifications. Manufactured homes must also be provided with a permanent perimeter enclosure.</p> <p>N. The manufactured home's wheels, axles and hitch mechanism shall be removed. The wheels, axles and hitch mechanisms shall not be left under the manufactured home.</p> <p>O. If a manufactured home is removed from its foundation and not replaced by another manufactured home within 60 days, the owner of the lot shall immediately thereafter remove the foundation, fill all excavations and disconnect and secure all utilities.</p>	<p>Manufactured Home Design Standards must follow ORS 197.478 Siting of manufactured homes and prefabricated structures within urban growth boundaries.</p> <p>To comply with state law referenced above, remove all subsections here with the exception of G. (thermal envelope standards).</p> <p>The City may consider maintaining design standards in subsection L. if they also apply uniformly to single-family detached dwellings (this is common in other cities).</p> <p>https://www.oregonlegislature.gov/bills_laws/ors/ors197.html</p> <p>Category: Compliance</p>
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16.180 Accessory Structure, Accessory Dwelling, Garage, and Carport Standards		
16.180.020 Carport Standards	<p>A. Carports constructed in conjunction with a single-family detached dwelling, manufactured home, or modular home shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be constructed in accordance with the Uniform Building Code Requirements of the State of Oregon. <p>B. Carports constructed in conjunction with a single-family attached dwelling, duplex, or triplex shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet per unit. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be consistent with design standards of Chapter 16.184 and other applicable sections of the Code. 4. Be constructed in accordance with the Uniform Building Code requirements of the State of Oregon. <p>C. Carports constructed in conjunction with multifamily housing shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be consistent with design standards of Chapter 16.188 and other applicable sections of the Code. 4. Be constructed in accordance with the Uniform Building Code requirements of the State of Oregon. 	<p>Revise to apply the same carport and garage standards to single-family detached dwellings and duplexes.</p> <p>Consider whether to limit width of garages and carports to 50% of the width of the lot (standard from model code) to minimize the appearance of garages along street façades.</p>
16.180.030 Garage Standards	<p>A. Garages constructed in conjunction with a single-family detached dwelling, manufactured home, or modular home shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be constructed in accordance with the Uniform Building Code Requirements of the State of Oregon. <p>B. Garages constructed in conjunction with a single-family attached dwelling, duplex, or triplex shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet per unit. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be consistent with design standards of Chapter 16.188 and other applicable sections of this Code. 4. Be constructed in accordance with the Uniform Building Code requirements of the State of Oregon. <p>C. Garages constructed in conjunction with multifamily housing shall:</p> <ol style="list-style-type: none"> 1. Be a minimum size of 240 square feet. 2. Be compatible with accessory structure standards of Section 16.180.010. 3. Be consistent with design standards of Chapter 16.188 and other applicable sections of this Code. 4. Be constructed in accordance with the Uniform Building Code requirements of the State of Oregon. 	<p>For clarity, consider whether the carport and garage standards could be combined; standards appear to be the same aside from the work 'garage' and 'carport.'</p> <p>Categories: Duplex; other middle housing types</p>

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Section	Current Code Language	Analysis
<p>16.180.040 Accessory Dwelling Standards</p>	<p>An accessory dwelling is a small, secondary housing unit located on a legal lot with an established single-family residence. Accessory dwellings are typically the size of a studio apartment. The additional unit can be a detached cottage, a unit attached to a garage, or in a portion of an existing house. Accessory dwellings provide cost-effective and independent living spaces for family members, such as in-laws, retired parents, etc. Accessory dwellings can also provide semi-independent living spaces for physically or mentally disabled family members requiring partial supervision or assistance with activities of daily living. Accessory dwellings may be rented long term as a permitted use. Accessory dwellings may be rented as part of a permitted homestay lodging use so long as the main structure of the property is owner-occupied. The housing density standard of residential zones does not apply to accessory dwellings, due to the small size and low occupancy level of the use. The following standards are intended to control the size and number of accessory dwellings on individual lots, so as to promote compatibility with adjacent land uses. Accessory structures shall comply with the following standards:</p> <p>A. Oregon Structural Specialty Code. The structure shall comply with the Oregon Structural Specialty Code.</p> <p>B. Accessory Structure Standards. The structure shall comply with the accessory structure standards of Section 16.180.010.</p> <p>C. Rental Unit. Accessory dwellings may be rented long-term as a permitted use. Accessory dwellings may be rented as part of a permitted homestay lodging use so long as the main structure of the property is owner-occupied. Accessory dwellings shall not be used as servants' quarters or as lodging (temporary or permanent) for housekeepers, gardeners, etc. Use of an accessory dwelling for purposes other than what is expressly permitted in this section is strictly prohibited and shall be subject to the enforcement and penalty provisions of Chapter 16.16.</p> <p>D. One Unit. A maximum of one accessory dwelling unit is allowed per lot.</p> <p>E. Floor Area. The maximum floor area of the accessory dwelling shall not exceed 600 square feet.</p> <p>F. Building Height. The building height of a detached accessory dwelling (i.e., separate cottage) shall not exceed the height of the primary residence, or 16 feet measured to the apex of the roof, whichever is less.</p> <p>G. Buffering. A minimum six-foot hedge may be required to buffer a detached dwelling from dwellings on adjacent lots, when buffering is necessary for the privacy and enjoyment of yard areas by either the occupants or adjacent residents.</p> <p>H. Off-Street Parking. No additional off-street parking is required if the lot already contains at least two off-street parking spaces.</p>	<p>Remove owner-occupancy requirement for ADUs to comply with ORS 197A.425. Simplify rental restrictions to allow any rental or occupancy, with the exception of vacation rentals (homestay lodging?) that can be subject to additional standards.</p> <p>Remove requirement to meet the OR Structural Specialty Code, which is applicable to commercial and large multifamily structures.</p> <p>Consider expanding the allowed size of ADUs to 800 SF, consistent with best practices and as noted by PC. Consider relative to allowed 1,200-SF size for other accessory structures.</p> <p>Consider increasing maximum height as noted by PC to the same height as the underlying zone for attached ADUs, and to 20-24 ft for detached ADUs to allow two-story structures.</p> <p>Remove all parking requirements to comply with ORS 197A.425.</p> <p>Noted in the city's planning projects listing document: "ADU requirements – PC wants to reconsider size and height restrictions for ADUs. No action taken yet. Currently re restriction to 600 sf and 16 feet high. Most cities allow 800 sf or up to 75% of the size of the main dwelling. Need to clarify the difference between an ADU and a Duplex".</p> <p>Add clarification in 'duplex' and 'ADU' definitions to distinguish between them. Clarifying that a single-family detached home with an ADU does not meet the definition for duplex.</p> <p>Category: ADU</p>

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Section	Current Code Language	Analysis
16.184 Single Family Attached, Duplex, and Triplex Design Standards		
16.184.010 Applicability	Single-family attached housing (townhomes on individual lots), duplex, and triplex developments shall comply with the standards of this chapter.	Exempt duplexes from this section; duplexes can only be required to meet the same standards as single-family detached homes. Staff concurs with adding 'quadplex' to this section. Categories: Duplexes, other middle housing types
16.184.030 Design Standards	<p>A. Building Mass Supplemental Standard. The maximum number and width of consecutively attached townhomes (i.e., with attached walls at property lines) shall not exceed eight units or 200 feet (from end-wall to end-wall) whichever is less.</p> <p>B. Access Standards. Townhomes, duplexes and triplexes receiving access directly from a public or private street (as opposed to alley access) shall comply with the following standards, in order to minimize interruption of adjacent sidewalks by driveway entrances, slow traffic, improve appearance of the streets, and minimize paved surfaces for better stormwater management.</p> <p>1. The maximum allowable driveway width facing the street is 10 to 24 feet per dwelling unit. The maximum combined garage width per unit is 50% of the total building width. For example, a 24-foot wide unit may have one 12-foot wide garage.</p> <p>2. Two adjacent garages shall share one driveway when individual driveways would be separated by less than 20 feet (i.e., the width of one on-street parking space). When a driveway serves more than one lot, the developer shall record an access and maintenance agreement/easement to benefit each lot, prior to building permit issuance.</p> <p>C. Common Areas. Common areas (e.g., landscaping in private tracts, shared driveways, private alleys, and similar uses) shall be maintained by a homeowners association or other legal entity. A homeowners association may also be responsible for exterior building maintenance. A copy of any applicable covenants, restrictions, and conditions shall be recorded and provided to the City prior to building permit approval.</p>	<p>Remove references to duplexes.</p> <p>Model code includes design standards such as entry orientation and unit definition. Is this something the city would like to consider?</p> <p>Link to model code: https://www.oregon.gov/lcd/Commission/Documents/2020_12_Item-2-Attachment%20C_LMCMC_Commission%20Draft_final_120220.pdf</p> <p>Categories: Duplexes, other middle housing types</p>

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16.188 Multifamily Housing Design Standards		
16.188.010 Applicability	Multifamily housing developments shall comply with the standards of this chapter. Multifamily housing means housing that provides four or more dwelling units on a single legal lot and sharing common walls, floor/ceilings, courtyard, playground, parking area, or other communal amenity. Condominiums are considered multifamily housing developments.	Consider changing the definition of multifamily housing to five for more dwelling units. Category: Other middle housing types
16.202 Courtyard Cottage Cluster Housing		
16.202.040 Standards	<p>Cottage cluster developments are subject to the following standards:</p> <p>A. Density. Cottages may be built up to the density established for cottage cluster development in the underlying zone. Cottages are permitted outright in the R-10, RM, and RH zone. Minimum lot size is 15,000 square feet.</p> <p>B. Number of Cottages. A cottage cluster development is composed of four to 20 dwelling units.</p> <p>C. Cottage Design. The cottages in a cottage cluster development are subject to the following standards:</p> <ol style="list-style-type: none"> 1. Maximum Floor Area. The gross floor area of each cottage shall not exceed 1,250 square feet. 2. Maximum Footprint. The footprint of each cottage unit shall not exceed 800 square feet, or 1,200 square feet including a garage. A communal garage or parking structure is permitted and is not subject to the maximum footprint requirements for cottages. 3. Average Size. The average size of all dwellings combined within a cottage cluster development will be less than 1,200 square feet. 4. Maximum Height. The height of each cottage shall be the same as required by the underlying zoning and applicable overlay zoning. 5. Placement. If cottages differ in size, smaller cottages shall be located adjacent to or in closer proximity than larger cottages to the adjacent public street or River Trail to which the development is oriented. 6. Setbacks. The setbacks from adjacent property lines along the perimeter of the cottage cluster development shall be the same as required by the underlying zone. The minimum distance between all structures, including accessory structures, shall be in accordance with building code requirements (at least six feet spacing between buildings). 7. Private Open Space. Each cottage may have private open space for the exclusive use of the cottage residents. Private open space does not count towards the required common open space. 8. Orientation of Cottages. Cottages shall be clustered around the common open space. Each cottage shall have a primary entrance and covered porch oriented to the common open space. All cottages shall be within 10 feet from the common open space, measured from the facade of the cottage to the nearest delineation of the common open space. Lots in a cottage cluster development are not required to abut a public right-of-way, except that the parent parcel shall have frontage on a public right-of-way in accordance with Chapter 16.120. 9. Common Open Space. The design of the common open space shall not use unusable lot area or projections to meet the requirement for common open space. Unusable lot area includes, but is not limited to, foundation landscaping, enlarged or enhanced parking strips or sidewalks, narrow strips of land, wetlands, or small dead zones of the lot. 10. Public Street Facing Façades. Cottages abutting a public right-of-way or Waterfront Trail shall have a secondary entrance or a porch, bay window, or other major architectural feature oriented to the public right-of-way or the River Trail. Garage or carport entrances may not face a public right-of-way unless it is an alley. 11. Porches. Each cottage shall have a covered open porch that shall be oriented toward the common open space and that shall be at least six feet in depth 	<p>The general approach of these standards is consistent with cottage cluster Model Code, but there are opportunities to better support cottage development feasibility through revisions. Also consider any experience the City has had to date applying—or trying to apply—these standards for development. Consider:</p> <p>The single biggest change that could enhance cottage feasibility would be to expand the maximum density to 20-30 units per acre, or to eliminate the maximum density standard. The overall size of cottages, open space and parking area naturally limits density to what fits on the site.</p> <p>Consider scaling minimum lot sizes for each zone and considering smaller lot sizes as low as 7,000-SF as recommended in Model Code.</p> <p>Consider revising cottage sizes to a 900-SF maximum footprint as recommended in Model Code, potentially increasing the 1,250-SF max floor area, and eliminating the average size requirement that can be difficult to administer over time with subsequent renovations, etc.</p> <p>Consider whether to introduce a height limit of 24-25 feet to allow two-story construction while limiting the scale of buildings.</p> <p>Consider specifying a minimum 10-ft perimeter setback or the underlying zone setback, which is LESS, for additional flexibility on site.</p> <p>Consider revising open space requirements to be a per unit standard, rather than the 2,000-SF minimum that could discourage smaller clusters. Model Code uses a minimum of 150 SF per cottage for comparison.</p> <p>Consider removing guest parking requirements in favor of simpler one space per cottage overall requirement, consistent with the Model Code.</p> <p>Other provisions appear substantially similar to the Model Code but could be further reviewed to ensure they are clear and objective, relate to City goals, and support cottage development feasibility. E.g., porches are a nice feature for cottages but may not need to be required if they are not required for any other housing types.</p>

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	<p>measured perpendicular to the abutting building facade and at least 60 square feet in area.</p> <p>D. Community Buildings. Cottage cluster developments may include community buildings that provide space for accessory uses such as community meeting rooms, guest housing, exercise rooms, day care, or community eating areas. They shall have a footprint of no more than 800 square feet unless there is an existing dwelling that is renovated for community building space. Common Open Space. Cottage cluster developments shall have a common open space in order to provide a sense of openness and community of residents. Common open space is subject to the following standards:</p> <ol style="list-style-type: none"> 1. Each cottage cluster development shall contain a minimum 2,000 square feet of common open space regardless of the number of cottages in the cluster, and not less than 200 square feet of common open space per cottage. 2. The common open space shall include at least a single, contiguous, useable piece. 3. Cottages shall abut the common open space on at least two sides of the open space. 4. Parking areas, required yards, private open space, and driveways do not qualify as common open space. <p>F. Parking. Parking for a cottage cluster development is subject to the following standards:</p> <ol style="list-style-type: none"> 1. Minimum Number of parking Spaces. Cottage cluster developments shall have at least one parking space for each unit with a gross floor area of 700 feet or less. 2. Guest Parking. Cottage cluster developments shall have at least one-half additional guest parking spaces for each cottage in the development, rounded up to the nearest whole number. These spaces shall be clearly identified as being reserved for guests. 3. Reduction in Number of Required Parking Spaces. The required number of guest parking spaces may be reduced by the number of on-street parking spaces on public streets adjacent to and immediately abutting the cottage cluster development. 4. Clustering and Parking Structures. Parking areas may be arranged in clusters limited to no more than five contiguous spaces. Clustered parking areas may be covered. Up to two carriage house dwelling units are permitted on the second floor of a parking structure, with a maximum of one carriage house dwelling unit per four cottages (rounded to the nearest whole number). Parking structures may or may not be located on the same lot as the cottage they serve. Parking structures shall not be located within a common open space and are required to be screened from view from common open space areas. 5. Parking Access. Parking areas shall be accessed only by a private driveway or public alley or local street. No parking space may be between a public street and 	<p>Categories: Clarification; other middle housing types</p>

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	<p>cottages that abut a public street.</p> <p>6. Design. The design of garages, carports, and parking structures, including the roof lines, windows, and trim, shall be similar to and compatible with that of the cottages within the cottage cluster development.</p> <p>7. Screening. Landscaping or architectural screening at least three feet tall shall separate parking areas and parking structures from the common area and public streets. Solid fencing (e.g., board, cinder block) shall not be allowed as an architectural screen.</p> <p>8. Location. Parking can be grouped and located on a separate lot within 100 feet of an edge of the cottage cluster development.</p> <p>G. Frontage, Access, and Walkways.</p> <p>1. Frontage. The parent parcel shall have frontage on a public street. If individual lots are created within the cluster development, each lot shall abut the common open space, but is not required to have public street frontage.</p> <p>2. Access. No part of any structure shall be more than 150 feet, as measured by the shortest clear path on the ground, from fire department vehicle access, unless the building has a fire suppression system.</p> <p>3. Walkways. A cottage cluster development shall have sidewalks abutting all public streets. A system of interior walkways shall connect each cottage to the common open space, parking areas, private driveways, any community buildings, the sidewalks abutting any public streets bordering the cottage cluster development, and other pedestrian or shared use facilities such as the Waterfront Trail. Sidewalks abutting public streets shall meet the width requirements established in the Warrenton Engineering Design Standards, and interior walkways shall be at least four feet in width.</p> <p>H. Interior Fences. Fences on the interior of the cottage cluster development shall not exceed three feet in height and shall not consist of solid (e.g., board, cinder block) fencing.</p> <p>I. Existing Structures. On a lot or parcel to be used for a cottage cluster development, an existing detached single-family dwelling that may be nonconforming with respect to the requirements of this section may remain, but the extent of its non-conformity may not be increased. Such dwellings shall count towards the number of cottages allowed in the cottage cluster development unless converted for community building use.</p>	
<p>16.224 Planned Unit Developments</p>		
<p>16.224.030 Permitted Building and Uses</p>	<p>The following buildings and uses may be permitted as hereinafter provided. Buildings and uses may be permitted either singly or in combination provided the overall density of the planned development does not exceed the density of the zoning district as provided by Section 16.224.040.</p> <p>A. Single-family detached and attached dwellings.</p> <p>B. Duplexes, triplexes, courtyard cottages and multifamily dwellings.</p> <p>C. Accessory buildings and uses.</p> <p>D. Commercial uses only when supported mainly by the planned development and only when economic feasibility can be shown.</p> <p>E. Buildings or uses listed as permitted outright or conditionally in the zone on which the planned development is located. Drive thrus are prohibited.</p> <p>F. Recreational vehicle (RV) parks when the applicant provides findings of fact that demonstrate consistency with applicable provisions of the Comprehensive Plan and this Code and the location has been approved by the Planning Commission. Where PUD standards differ from standards found elsewhere in this Code, the more stringent requirement shall apply.</p> <p>G. Campgrounds when the applicant provides findings of fact that demonstrate consistency with applicable provision of the Comprehensive Plan and this Code and the location has been approved by the Planning Commission.</p>	<p>Include exemption for ADUs, count duplexes as one unit, and consider changing triplexes, quadplexes, and townhomes as counting as one dwelling unit each.</p> <p>Staff concurs with adding quadplexes as their own permitted building type in PUDs.</p> <p>Category: Other middle housing types</p>