
Warrenton Urban Renewal Agency

Agenda

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, January 28, 2025

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Urban Renewal Agency Regular Meeting 6:00 PM

1. Call to order
2. Roll Call
3. Consent Calendar
 - A. Urban Renewal Agency Meeting Minutes 1.14.25
4. Public Hearings - None
5. Business Items
 - A. Consideration of Dry Floodproofing Contract – 69 NE Heron
6. Executive Session
7. Adjournment

Warrenton Urban Renewal Agency
Meeting Minutes
 City Hall, 225 S. Main Warrenton, OR 97146
 Tuesday, January 14, 2025

1. Urban Renewal Agency meeting called to order at 9:18 pm.
2. Roll Call

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Tom Dyer	X	
Paul Mitchell	X	
Henry Balensifer, Chair	X	

Staff Members Present	
Executive Director Esther Moberg	Deputy City Recorder Hanna Bentley
City Recorder Dawne Shaw	

3. **Consent Calendar**

*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.

- A. Urban Renewal Agency Meeting Minutes 12.10.2024
- B. Urban Renewal Advisory Committee Meeting Minutes 09.06.2024

Motion:	Move to approve the consent calendar presented.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. **Public Hearing - None**

5. **Business Items**

- A. Confirmation of Chair and Vice Chair for 2025:

Chair Balensifer noted that historically the Mayor and Mayor Pro-tem of the City Commission act as Chair and Vice-chair of the Agency.

Motion:	Move to appoint the Mayor and Mayor Pro-tem as Chair and Vice Chair respectively.				
Moved:	Dyer				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused

Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Resolution Setting Committee Appointments:

There was no discussion.

Motion:	Move to adopt Resolution No. 25-01; appointing persons to service on the Warrenton Urban Renewal Advisory Committee and setting terms of office.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

6. Executive Session

7. Adjournment

There being no further business, Chair Balensifer adjourned the meeting at 9:19 pm.

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

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

Warrenton Urban Renewal Agency Agenda Memo

Meeting Date: January 28, 2025
From: Esther Moberg, Urban Renewal Agency Executive Director
Subject: Dry Flood Proofing Woodpecker contract

Summary:

Woodpecker Construction submitted two quotes for the Impermeable surface to be placed around the exterior of the 69 NE Heron building (original did not understand quote was to be for entirety of building). First quote was approved (\$14,000) but second quote is over the threshold of the City Manager's spending authority of the two quotes combined. Asking the Urban Renewal Agency to approve the second estimate/quote for \$49,035.00 which will include the impermeable surface (3' up exterior) and removal and replacing of siding in the board and batten style. The Urban Renewal Agency has approved spending money toward floodproofing of the 69 NE Heron building however the contract is above the City Manager's spending authority.

Fiscal Impact:

Total cost of this contract is \$49,035.00.

Suggested Motion:

I make a motion to approve the contract for Woodpecking Roofing & Remodel in the amount of \$49,035 for completion of the impermeable surface on the 69 NE Heron building.

Approved by City Manager: _____

**WARRENTON URBAN RENEWAL AGENCY
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this 28th day January of 2025, by and between the Warrenton Urban Renewal Agency, a municipal corporation of the State of Oregon, hereinafter called "AGENCY," and Woodpecker Roofing and Remodel, LLC, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the AGENCY 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 AGENCY 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: Dry Flood Proofing – 69 NE Heron)

A. CONTRACTOR shall provide goods and services for the AGENCY, as outlined in its attached quote, dated December 11, 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 AGENCY agrees to pay CONTRACTOR a total not-to-exceed price of \$49,035.00 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@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the AGENCY'S authorized representative will be Executive Director Esther Moberg.

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of AGENCY'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 AGENCY, shall not be entitled to benefits of any kind to which an employee of the AGENCY 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 AGENCY for any purpose, AGENCY 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 AGENCY or third party) as result of said finding and to the full extent of any payments that AGENCY 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 AGENCY or 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

AGENCY 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 AGENCY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for AGENCY.

8. ACCESS TO RECORDS

AGENCY 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 AGENCY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part

of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the AGENCY 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 AGENCY and 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 AGENCY, 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 AGENCY 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 AGENCY, 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 AGENCY 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 AGENCY from each insurance company providing insurance showing that the AGENCY 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 AGENCY. 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 AGENCY 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 AGENCY 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.

Warrenton Urban Renewal Agency, a Municipal Corporation


BY: _____
Esther Moberg, Executive Director Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

***Exhibit "A" WOODPECKER ROOFING & REMODEL LLC 1601 2nd St, Tillamook OR, 97141 OFFICE: 503-354-7437 WA: WOODPRL824L1 OR: CCB 225783 woodpeckerinfo9@gmail.com woodpeckerroofingandremodel.com		 Woodpecker ROOFING & REMODEL LLC. Roofing, Siding, Decks and much more!		DESCRIPTION OF SERVICE. PROPOSAL MAY BE WITHDRAWN BY WOODPECKER ROOFING IF NOT ACCEPTED WITHIN 30 DAYS FROM ITS ORIGINAL QUOTED DATE.			
		Date: 12/11/2024					
		Estimator : Humberto					
		Customer ID : 0					
Name (Owner's): Esther Moberg		Property Address: 69 NE Heron Ave, Warrenton OR, 97146		Contact Information:			
				Email: emoberg@warrentonoregon.us			
				Phone: 371-286-2017			
Siding Material Type				Existing Siding Conditions			
Lap Siding		Panel/Shake Siding		Aprox. Siding Sq Footage	406 sq ft.		
N	Primed 8.25"	N	Color Plus 8.25"	Stories (Height)	2		
N	Primed 7.25"	Y	Hydro Gap SA	Total Layers	1		
N	Primed 6.25"	N	Shake Siding	Leaking?	No		
	Color:	Y	Board and Batten				
Work to be performed on: () House () Detached Garage () Shed (Y) Other: Commercial Building							
Completely Remove (1) layers of existing siding material to bare wood sheathing. Note: Removal and disposal of additional layers of existing siding materials will be an additional cost of \$55 per square (100sq ft.) per layer.							
Underlayment (Wrap):		Window Flashing:		Workmanship Warranty			
N	Weathersmart Darinable	N	HydroGap 2.5"	Woodpecker Roofing & Remodel LLC warrants your new siding system for a 3 year protection period starting from the project completion date. Warranty protection covers only installation defects and will be performed by Woodpecker Roofing & Remodel at no additional cost to customer. Warranty is transferable once.			
N	Hydrogap Drainable	N	HydroGap 4"				
		N	HydroGap 6"				
Y	Soffit:	N	HydroGap 9"				
N	Vertical Siding 4x8	N	HydroGap 9"	Window Removal/Adjustment If windows are not to be replaced, we will not remove windows. If windows need to be removed because of pre-existing structural conditions, the house had too many extra layers or any other pre-existing reason, we will do our best to remove it carefully but if the window is damaged we are not responsible for its replacement.			
N	Solid 12"x12'						
N	Solid 16"x12'	Y	Trim HZ10:				
			3.5"				
N	Solid 24"x8'	N	5.5"				
N	Vented 12"x12'	N	7.25"				
N	Vented 16"x12'	N	9.25"				
N	Vented 24"x8'	N	11.25"				
Metal:		Additional Job Description: This bid includes 3 ft. of Hydro Gap SA House Rap under the siding. This includes the rest of the property, which is approx. 1,250 sq ft.					
N	Z-Metal 3"x3/8"						
Y	Z-Metal 3"x1"						
N	Z-Metal 3"x1-1/4"						
N	Z-Metal 3"x1-1/2"						
Note: If plywood needs to be installed for sheathing, a fee of \$105 per plywood sheet will apply. Plywood fee subject to change due to high demand and constant increase in price by suppliers.							
Additional Work: Any additional repairs required beyond the description service indicated in this agreement will be completed as an addendum signed by both the property owner and Woodpecker Roofing & Remodel LLC.							
FEES & SERVICE:				SUBTOTAL			
Underneath Siding - \$49,035.00							
				DEPOSIT			
				TAX			
				BALANCE			
We offer financing!							
For additional information please contact us at: 503-354-7437							