

AN ORDINANCE providing for the time and manner of constructing the improvement of RECLAMATION AND IMPROVEMENT DISTRICT NUMBER THREE in the City of Warrenton, Clatsop County, Oregon, and prescribing the time and manner of making the same, approving, confirming and adopting Resolution adopted by the Common Council on the 5th day of May, 1919, declaring intention of making said improvement, Notice and Proofs of publication of making said improvement and plans and specifications and estimates of the costs and expenses of making said improvement filed by the Engineer on the 6th day of May, 1919.

WHEREAS, by Resolution duly adopted on the 5th day of May, 1919, the Common Council of the City of Warrenton declared it necessary, in order to protect the health of the inhabitants of the City of Warrenton to construct and improve the hereinafter mentioned property and establishing RECLAMATION AND IMPROVEMENT DISTRICT NUMBER THREE, and

WHEREAS, in pursuance to said Resolution on the 5th day of May, 1919, the duly appointed, qualified and acting Engineer of the said City of Warrenton made and filed with the Auditor and Police Judge of the said City an estimate of the costs and expenses of making said improvement, and plans and specifications for the proposed work, and after the filing of said plans and specifications and estimate of the costs and expenses of making said improvement, the Auditor and Police Judge of the City of Warrenton caused a notice of the intention of the City of Warrenton to cause such improvement to be constructed to be given by publication in the "Warrenton News", a weekly newspaper published in the City of Warrenton, County of Clatsop, State of Oregon, for three (3) weeks, and in the form and manner provided by the Charter of the City of Warrenton and said Resolution, all of which appears from the proofs of publication filed with the Auditor and Police Judge, said Resolution and proofs of publication and said plans and specifications and estimate of the costs and expenses of constructing said improvement are each hereby referred to and made a part of this Ordinance as though set out in haec verba herein, and

WHEREAS, no remonstrance has been made or filed against said proposed improvement, therefore

THE CITY OF WARRENTON DOES ORDAIN AS FOLLOWS:

Section 1. That the Common Council of the City of Warrenton declares it necessary, in order to protect the health of the inhabitants of the City of Warrenton, to construct the improvement hereinafter mentioned, hereby orders the construction of the same for reason that it deems it necessary to fill in and reclaim the tide lands and mud flats and overflow lands in the City of Warrenton within the District hereinafter described and to be known as RECLAMATION AND IMPROVEMENT DISTRICT NUMBER THREE, in order to protect the health of the inhabitants of the City of Warrenton and to that purpose and to that end the said Common Council of the City of Warrenton hereby orders the filling in and reclaiming of the tide lands, mud flats and overflow lands within said District hereinafter described, including the streets within said District, and declaring that the costs and expenses of filling in said tide lands, mud flats and overflow lands shall be derived from special assessments according to the benefits upon all the property so filled in and reclaimed in the District.

Section 2. The District to be filled in and reclaimed and assessed is as follows:

Beginning at the point of intersection of the North line of First Street in the City of Warrenton with the center line of the track of the Fort Stevens Branch of the S. P. & S. Railway, as now located; thence in a southeasterly direction along the North line of said First Street, a distance of 803' more or less, to its intersection with the west pierhead line of the Skipanon River, as now established by the Common Council of the City of Warrenton; thence South 24 degrees W. along said pierhead line a distance of 260', more or less, to a point, thence South 66 degrees E. along said pierhead line a distance of 291.67' to a point; thence along said pierhead line South 36 degrees 40' E., a distance of 231.74' to a point; thence South 16 degrees 45' E. along said pierhead line, a distance of 140.72' to its intersection with the center line of the main track of the S. P. & S. Railway; thence in a Westerly direction along the center line of said main track a distance of 62', more or less, to its intersection with the dike on the Westerly bank of the Skipanon River; thence in a Southerly direction along said dike, a distance of 60', more or less, to its intersection with the center line of Second Street produced; thence along said center line of Second Street in a Southwesterly direction a distance of 793', more or less, to its intersection with the center line of Main Street; thence along the center line of said Main Street in a Southwesterly direction, a distance of 37', more or less, to its intersection with the center line of Third Street; thence in a Northwesterly direction along the center line of said

Third Street, a distance of 110', more or less, to a point which is 10' distant and Southeasterly from the Center line of the main track of the S. P. & S. Railway; thence in a Southwesterly direction along a line which is 10' Southeasterly from and parallel to the said center line of the main track of the S. P. & S. Railway, a distance of 460' to a point; thence in a Northwesterly direction along a line at right angles to said main track of said S. P. & S. Railway a distance of 10' to its intersection with the center line of said main track of said S. P. & S. Railway; thence in a Northerly direction along the center line of the track connecting the main line of the S. P. & S. Railway with the Fort Stevens Branch, and along the center line of the track of said Fort Stevens Branch, a distance of 1450', more or less, to the point of beginning. The total area of this District shall be 16.65 acres, more or less.

The area within the Y formed by the S. P. & S. Railway tracks will be filled to a sloping surface conforming to the elevation of sub-grade of the tracks; the area between the main track of the S. P. & S. Railway and the center line of Second Street will be filled to a surface sloping uniformly from the sub-grade elevation of the S. P. & S. Railway roadbed to the north edge of the pavement on Second Street.

All of said tide lands, mud flats and overflow lands being in the City of Warrenton, Clatsop County, State of Oregon.

Section 3. All the tide lands and mud flats and over flow lands, including lots and blocks and parcels of land, and all streets within the boundaries of said District above mentioned shall be filled in with earth or sand by sluicing or dredging from the Skipanon River to the following elevation or grade; to an elevation plus 12 above mean low water, as determined from the datum at Fort Stevens, Oregon.

Section 4. That in matters of detail said improvements and fill and temporary bulkead and the construction of two (2) manholes, the laying of 750 feet of 8 inch sewer pipe, the construction of temporary trestles and the handling of shore lines and the material dredged from the Skipanon River, said improvements and said fill shall be made and constructed according to plans and specifications made and prepared therefor, by the City Engineer and filed with the Auditor and Police Judge of the City of Warrenton and Resolution adopted by the Common Council on the 5th day of May, 1919, and the proofs of publication thereof are each hereby referred to, adopted, confirmed, approved and made a part hereof as though set out in full herein.

Section 5. That the costs and expenses of constructing said improvements and fill shall be assessed upon the lots, lands, premises and

franchises within said District, according to the benefits resulting therefrom, as provided by an act authorizing the filling in of tide lands, mud flats and overflow lands of the City of Warrenton, and that said lots, lands and premises within said District shall be assessed pro rata according to the benefits resulting to the same and their proportion of the costs and expenses of filling in the aforesaid District.

Section 6. That whenever any owners of the lands assessed for such improvements shall ask for the privilege of paying said assessment in ten (10) installments, in which case the City of Warrenton shall issue negotiable bonds of said City according to amount due on account of such persons so assessed having availed themselves of the privilege of paying such assessments in installments. The said bonds shall be payable twenty (20) years from date of issue and draw interest at a rate not to exceed six (6%) per cent per annum, payable annually, and payments for the construction of the said improvements, retaining walls, temporary bulkhead, and the construction of two (2) manholes, the laying of 750 feet of 8 inch sewer pipe, the construction of temporary trestles and the handling of shore lines and the material dredged from the Skipanon Waterway, shall be made from funds derived from sale of bonds for that purpose, as aforesaid.

Section 7. That the Committee on *Streets & Public Highways* of the Common Council of the City of Warrenton, be and the same is hereby authorized and directed to advertise for bids for the filling in of the said District and the construction of said bulkhead, two (2) manholes, and the laying of 750 feet of 8 inch sewer pipe, the construction of the temporary trestles and the handling of shore line and the material dredged from the Skipanon Waterway by advertisement published in two (2) issues in the "Warrenton News", a weekly newspaper printed and published in the City of Warrenton, Clatsop County, Oregon, and report the same to the Common Council of the City of Warrenton for its action, and upon the acceptance of the lowest responsible bid by the Common Council to enter into contract with such bidder or bidders for the construction of the improvements. The contract shall provide that said improvements shall be constructed and completed to the satisfaction of the said

Committee on

and the Engineer thereof; and that said improvements shall be completed on or before the 30th day of June 1921, unless the time for the completion of the same be extended by ordinance.

Section 8. Said contract shall, for such improvements, provide that the contractor shall look exclusively to the assessments and funds to be derived therefrom for such payments for constructing said improvements, except when any of the owners of lands assessed for such improvements shall ask for the privilege of paying said assessments in ten (10) installments, in which case the City of Warrenton shall issue negotiable bonds of said City equal to amount remaining due on account of such persons so assessed having availed themselves of the privilege of paying such assessments in installments. The said bonds shall be payable twenty (20) years from date of issue and draw interest at a rate not exceeding six (6%) per cent per annum, payable annually, and in the event that said bonds cannot be sold by the City said bonds shall be taken by the contractor at the par value thereof for constructing said improvements.

Section 9. The contractor submitting a bid for the construction of the aforesaid improvements shall, with his proposal, submit a certified check for an amount equal to five (5%) per cent of the total amount bid, which check shall be made payable to the City of Warrenton, Oregon, and shall be forfeited and become the property of the City of Warrenton if the contractor whose bid is accepted shall fail to enter into contract with the City of Warrenton to construct said improvements within 10 days from the date of mailing of notice of such acceptance, and each proposal must be accompanied by the guarantee of responsible sureties to furnish bond in the amount of 50% per cent of the total amount bid of the proposal if accepted, and that said improvements shall be made strictly as provided by the plans and specifications hereinbefore referred to and this ordinance; and the contractor shall have full charge of the work and shall be responsible for all accidents and injuries occurring upon said improvements during the progress of the work and until said improvements shall be completed and accepted by the Common Council of the City of Warrenton, and shall save said City harmless on account of any injury

to any person or persons happening upon the said improvement while in the course of construction and until said improvement shall be completed and accepted by the Common Council of the said City, and shall save the City harmless from all damages to private property caused by or on account of the construction of the said improvements while in the course of construction and until said improvements shall be completed and accepted by the Common Council of the City of Warrenton.

That the said contract entered into by and between the City of Warrenton and the contractor for the construction of said improvements, as aforesaid, shall provide that the contractor, shall promptly make payments due all persons supplying said contractor with labor, services or material for the prosecution or completion of the said work provided for in said contract, and that the said contractor shall not permit any lien or claim to be filed or prosecuted against the City of Warrenton for or on account of any labor or material furnished him in the prosecution and fulfillment of the terms of said contract with the City of Warrenton, and as provided for in said resolution and said plans and specifications, and made a part of this ordinance.

That said contract shall further provide that during the performance of said contract no person shall be permitted or required to labor more than eight (8) hours in any one calendar day, or more than forty-eight (48) hours in any one calendar week, except in cases of necessity, or emergency or where public policy absolutely requires it, and in such event the person or persons so employed for excessive hours shall receive double pay for the over-time so employed, and no necessity, emergency or public policy shall be presumed to exist when other labor of like skill and efficiency shall have not been employed full time is available, and no person shall be employed by the said contractor in the performance of said contract who is not a citizen of the United States of America or who has not declared his intention to become such.

The contractor shall remove any and all obstructions necessary in order to make said improvements, at his own expense.

The contract shall provide that if the contractor shall fail to carry out the terms of the contract in accordance with the conditions contained therein, and shall remain in default for a period of 5 days

City of Warrenton shall have the right at its option to declare the contract forfeited and to advertise for bids for the completion of the said contract and to enter into contract with the lowest responsible bidder for the completion of the same, and to charge the difference in the contract price, if any, to the original contractor and his bondsmen.

Section 10. That payment for the construction of the said improvements shall be made within ninety (90) days from the time of the acceptance of such improvements, either by warrants on the special fund, or by bonds, or partly in each, at the option of the City of Warrenton.

That payment for the construction of the said improvements may be made on monthly estimate of the Engineer of the City of Warrenton, and not to exceed 85 percent of the work in place each month, in making up percentage of improvements, only material actually placed and labor performed in placing such material shall be considered.

When the terms of the contract shall have been fully complied with to the satisfaction of the Engineer and Committee on _____ of the City of Warrenton, and release of all claims against the City of Warrenton under and by virtue of the contract shall have been executed by the contractor and the work has been accepted by the City of Warrenton, final payment shall be made, if any balance due, including said percentage withheld.

Section 11. The contractor shall be required to give bond, either a surety company bond or a personal bond, and in the event of a personal bond with two (2) or more sufficient sureties in the penal sum of \$ 50% of the contract price, conditioned for the faithful performance of the contract.

Section 12. The City of Warrenton shall reserve the right to reject any and all bids, and said advertisement shall so state.

Passed the Common Council this 26th day of May 1919.

Submitted to the Mayor this 26th day of May 1919.

Attest:

John Evenden
Auditor and Police
Judge

Approved this 26th day of May 1919.

J. M. Wilson
Mayor.