

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

January 9, 2018 – 6:00 P.M.

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

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **ELECTION OF MAYOR PRO TEM 2018**
5. **COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS**
6. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 12.12.17
- B. Monthly Finance Report – November 2017

7. **PUBLIC COMMENT (AGENDA ITEMS)**

At this time, anyone wishing to address the City Commission concerning items on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

8. **BUSINESS ITEMS**

- A. Public Hearing – Street Vacation Petition by Clatsop County
- B. Consideration of First Reading of Ordinance No. 1216; Amending Local Street and Park Standards

- C. Consideration of Awarding the Contract for Water Meter Replacement Project
- D. Consideration of Oregon State Facility Grant Application for the Hammond Dredging Project
- E. Consideration of Proposal from BergerABAM, for Marine Engineering Services for the Warrenton Marina Work Pier Upgrade
- F. Consideration of a Letter of Support for Siren Placement Grant
- G. Consideration of Resolutions Authorizing Appointments to Fill Positions and Setting Terms of Office on various Community Boards

9. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

10. EXECUTIVE SESSION

Under the authority of ORS 192.660(2)(h); to consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.

11. ADJOURNMENT

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, Deputy City Recorder, at 503-861-2233 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

6-A

MINUTES
Warrenton City Commission
Regular Meeting – December 12, 2017
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:18 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Rick Newton, Pam Ackley, Tom Dyer, Mark Baldwin and Mayor Henry Balensifer

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Police Chief Matt Workman, Community Development Director Skip Urling, Public Works Operations Manager Kyle Sharpsteen, WTF Superintendent Bob Bingham, Water Quality Technician Brian Crouter, PW Analyst Trisha Hayrynen, and Deputy City Recorder Dawne Shaw

COMMISSIONER COMMENTS

Commissioner Newton welcomed everyone and noted he attended last week's Safety Council meeting, where Alan Evans of Helping Hands Re-entry Outreach Centers spoke about ending homelessness. Commissioner Newton noted a study on how to end homelessness in 10 years, and briefly explained the program. He also noted volunteers are needed for the Warrenton Warming Center.

Commissioner Dyer welcomed everyone.

Commissioner Ackley welcomed everyone and gave an update on the Warrenton-Hammond Christmas toy and gift drive. She stated you can adopt a family &/or get wish lists at the grade school, and noted there are 250 kids on list.

Commissioner Baldwin thanked everyone for coming, and he briefly spoke about his past experience working as a contractor at the Hampton mill and the charity work that Hampton does to support our community. He also noted the work Hampton has done to with the school district to work towards a Vocational Ag building for the Warrenton High School, and stated they were awarded a \$437,000 grant to use towards a new Vocational Ag building.

Mayor Balensifer asked for clarification on the giving trees program. Commissioner Ackley noted the trees in Warrenton businesses do not benefit Warrenton children; if someone wants to specifically help Warrenton kids/families, they can drop off gifts or checks at the grade school; checks made out to Warrenton Hammond Healthy Kids' or mail donations to P.O. Box 2426, Gearhart. She also noted Hampton has been amazing, with donations for the back pack program; Nygaard Logging, ReMax River & Sea, Columbia Memorial Hospital, Warrenton Kia, and other

Warrenton businesses have all adopted families &/or donated towards the Warrenton-Hammond Christmas toy and gift drive.

City Manager Linda Engbretson noted the school district was at Mayor's Coffee and gave an update on Vocational Ag building/grant. She also requested to add an item to the agenda – a letter of support for the City of Astoria's Northwest Oregon Housing Rehabilitation CDBG Grant Application.

Mayor Balensifer stated if there is no objection, it will be added as consent calendar item 5E. No objection was noted.

Mayor Balensifer thanked the Library committee that went door to door to over 1200 homes to get the votes needed for the Library Bond to pass. He also stated this past week he privileged to spend time with the Girl Scouts and the Cub Scouts, and they got to be Commissioners for the evening. He also spoke briefly about the high school's Vocational Ag program.

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

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

PUBLIC COMMENT (Agenda Items) – None

BUSINESS

Mayor Balensifer opened the Public Hearing on the consideration of Ordinance No. 1216; a Development Code Amendment – Local Street Width Standard and Neighborhood Parks in New Subdivisions. Formalities followed and no ex-parte or conflicts of interest were reported. Community Development Director Skip Urling presented his staff report and noted on November 9th, the Planning Commission took action to recommend adoption of Ordinance No. 1216, which amends Warrenton Municipal Code (WMC) 16.136.020 making the pavement width standard for local roads 36 feet, rather than a range of widths. The ordinance also amends WMC 16.216.020 by raising the standards for the development of neighborhood parks in new subdivisions. He explained the changes to the code as outlined in the agenda packet. Brief discussion followed on the management and responsibility of the neighborhood parks, and it was noted for the record that the neighborhood associations cannot dissolve and give the park to the city, if the city does not wish to accept it. Mayor Balensifer asked for public comment, and no one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion adopt the Planning Commission's findings and conclusions and approve the first reading of Ordinance No. 1216 by title only. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

MINUTES

Mayor Balensifer reviewed the applications for the various volunteer committees.

Commissioner Ackley made the motion to reappoint Chris Hayward to Position No. 3 on the Warrenton Planning Commission. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

Commissioner Ackley made the motion to appoint Ron LeChurch to Position No. 2 on the Community Center Board. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

Mayor Balensifer noted how hard it has been to recruit for the Parks board, and noted past members have said they have a plan in place but it is hard to make anything happen with no money. He stated he would like to have joint meeting with the Parks Advisory board to discuss the future of that board and what to do going forward. Ms. Engbretson noted she is hoping to schedule a joint meeting in January.

Commissioner Baldwin made the motion to reappoint Carol Snell to Position No. 5 on the Parks Advisory Board. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

Commissioner Dyer made the motion to reappoint Paul Mitchell to Position No. 2 and Flint Carlson to Position No. 4 on the Warrenton Budget Committee. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

Commissioner Ackley made to motion to appoint Dan Jackson to Position No. 5 on the Warrenton Budget Committee. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

Mayor Balensifer noted Lois Purdue from Hampton will be applying for a position on the WBA.

Commissioner Baldwin made the motion to reappoint Roxanne Williams to Position No. 7 and Mike Moha to Position No. 8, and contingent upon receiving an official application, Lois Purdue to Position No. 9 on the Warrenton Business Association. Motion was seconded and passed unanimously.

Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – aye

PUBLIC COMMENT – None

There being no further business Mayor Balensifer adjourned the meeting at 6:48 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

Volume 11, Issue 5

Monthly Finance Report
November 2017

January 9, 2018

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.55%	1.03%
Columbia Bank:	n/a	.05%
◆ Prime Rate:	4.25%	3.50%
◆ CPI-U change:	2.2%	1.7%
◆ Unemployment Rates:		
Clatsop County:	4.3%	4.4%
Oregon:	4.2%	4.6%
U.S.:	4.1%	4.6%

Department Statistics

◆ Utility Bills mailed	3,315
◆ New Service Connections	3
◆ Reminder Letters	458
◆ Door Hangers	103
◆ Water Service Discontinued	15
◆ Walk-in counter payments	719
◆ Mail payments	1,252
◆ Auto Pay Customers/pymts	563
◆ Online (Web) payments	567
◆ Phone payments	99

Current and Pending Projects

- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Warrenton Urban Renewal Agency Annual Report
- ◆ 2018-2019 Budget Preparation
- ◆ 2019-2024 Capital Improvement Program
- ◆ Year end payroll tax and ACA reporting

Financial Narrative as of November 30, 2017

Note: Revenues and expenses should track at 5/12 or 41.7% of the budget.

General Fund: Year to date revenues amount to \$2,154,671, which is 55.8% of the budget, compared to the prior year amount of \$2,016,577, which was 54.9% of the budget and are up by \$138,094. Increases are shown in property taxes, franchise fees, transient room tax, state revenue sharing, community development fees, police charges, leases, interest and miscellaneous.

Expenses year to date amount to \$1,660,792, which is 38% of the budget, compared to the prior year amount of \$1,636,904, which was 39.3% of the budget. All departments are tracking at or under budget except the Admin/Comm/Fin department which has large expenditures at the beginning of the year. Transfers of \$44,578 were made to other funds as budgeted this month.

WBA: Business license revenue amounts to \$48,855 compared to \$46,920 last year at this time, a difference of \$1,935.

Building Department: Permit revenues this month amount to \$7,548 and \$124,966 year to date, which is 71.8% of the budgeted amount. Last year to date permit revenue was \$60,294.

State Tax Street: State gas taxes received this month amount to \$26,285 for

fuel sold in October and \$109,690 year to date. City gas taxes received this month amount to \$32,061 for fuel sold in September and are \$104,414 year to date.

Warrenton Marina: Total revenues to date are \$406,624, 76.4% of the budgeted amount, compared to the prior year amount of \$405,356 and was 82.9% of the budgeted amount. There is \$45,877 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$277,599, 96.5% of the budgeted amount, compared to the prior year amount of \$261,342 and was 96.2% of the budgeted amount. There is \$5,068 in moorage receivables outstanding.

Of the total outstanding receivables \$37,628 is over 90 days old.

Water Fund: Utility fees charged this month are \$138,914 and \$74,420 and \$835,403 and \$694,199 year to date, for in-city and out-city respectively and totals \$1,529,602 and is 55% of the budget. Last year at this time year to date fees were \$735,663 and \$607,476, for in-city and out-city, respectively, and totaled 1,343,139.

On page 5, water revenue history is shown for each fiscal year beginning July 1, 2007. The green is in-city and the gray is out-city, and the grand total is shown in orange. Also shown, segregated from the

in-city and out-city category is the top 5 users of the system each year and then the 5 months of the current year.

Sewer Fund: Utility fees charged this month are \$178,625 and \$913,774 year to date, which is 45.1% of the budget. Last year at this time year to date fees were \$840,302. Shoreline Sanitary Fees year to date are \$50,377. Septage revenue year to date is \$137,092 and is 43.5% of the budget. Total revenues year to date are \$1,527,179 compared to \$1,059,103 at this time last year. Revenues include loan proceeds received this year for the Core Conveyance Project.

On page 5, sewer revenue history is shown for each fiscal year beginning July 1, 2007. The green is in-city and the gray is Shoreline Sanitary District, and the grand total is shown in orange. Also shown segregated from the in-city and Shoreline category is the top 5 users of the system each calendar year and then the 5 months of the current year.

Storm Sewer: Utility Fees (20% of sewer fees) this month are \$35,719 and \$182,753 year to date and is 45.1% of the budget. Last year to date revenues were \$168,010 which was 44.5% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$72,420 and \$15,231, and \$385,182 and \$75,941, year to date, and are 43.3% and 41.2% of the budget, respectively.

Financial data as of November 2017

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,077,842	1,306,042	790,000	165.32
Plus: Revenues	1,037,906	2,154,671	3,864,488	55.76
Less: Expenditures				
Municipal Court	8,617	46,106	131,566	35.04
Admin/Comm/Fin(ACF)	68,020	506,704	1,094,696	46.29
Planning	11,285	62,042	185,068	33.52
Police	128,128	650,456	1,823,175	35.68
Fire	44,986	253,948	852,775	29.78
Parks	10,213	46,958	163,825	28.66
Transfers	44,578	94,578	120,949	78.20
Total Expenditures	315,827	1,660,792	4,372,054	37.99
Ending Fund Balance	1,799,921	1,799,921	282,434	637.29

(see details of revenue, page 4)

	WBA			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	84,915	103,694	108,000	96.01
Plus: Revenues	193	49,541	48,850	101.41
Less: Expenditures	1,515	69,642	151,206	46.06
Ending Fund Balance	83,593	83,593	5,644	1,481.09

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	325,628	293,156	270,000	108.58
Plus: Revenues	7,830	126,610	174,814	72.43
Less: Expenditures	28,050	114,358	249,563	45.82
Ending Fund Balance	305,408	305,408	195,251	156.42

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,418,515	1,384,545	1,000,000	138.45
Plus: Revenues	60,204	222,818	638,132	34.92
Less: Expenditures	21,838	150,482	1,445,923	10.41
Ending Fund Balance	1,456,881	1,456,881	192,209	757.97

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	415,412	188,461	190,000	99.19
Plus: Revenues	14,118	406,624	532,175	76.41
Less: Expenditures	37,369	202,924	630,947	32.16
Ending Fund Balance	392,161	392,161	91,228	429.87

Financial data as of November 2017, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	268,819	140,032	140,000	100.02	2,528,853	1,841,311	1,000,000	184.13
Plus: Revenues	5,708	277,599	287,801	96.46	222,196	1,602,167	5,652,800	28.34
Less: Expenditures	23,161	166,265	408,324	40.72	180,975	873,404	6,033,428	14.48
Ending Fund Balance	<u>251,366</u>	<u>251,366</u>	<u>19,477</u>	<u>1,290.58</u>	<u>2,570,074</u>	<u>2,570,074</u>	<u>619,372</u>	<u>414.95</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,091,510	1,664,745	1,500,000	110.98	402,549	330,759	290,000	114.05
Plus: Revenues	210,291	1,527,179	3,079,128	49.60	36,044	184,760	406,000	45.51
Less: Expenditures	136,885	1,027,008	3,418,202	30.05	10,993	87,919	539,327	16.30
Ending Fund Balance	<u>2,164,916</u>	<u>2,164,916</u>	<u>1,160,926</u>	<u>186.48</u>	<u>427,600</u>	<u>427,600</u>	<u>156,673</u>	<u>272.93</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	400,845	371,081	320,000	115.96	9,915	10,436	7,800	133.79
Plus: Revenues	88,252	465,558	1,077,000	43.23	2,101	7,855	15,830	49.62
Less: Expenditures	83,756	431,298	1,218,610	35.39	1,469	7,744	22,550	34.34
Ending Fund Balance	<u>405,341</u>	<u>405,341</u>	<u>178,390</u>	<u>227.22</u>	<u>10,547</u>	<u>10,547</u>	<u>1,080</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	15,472	41,731	39,000	107.00	320,695	405,798	266,299	152.38
Plus: Revenues	47,280	53,645	86,793	61.81	383	2,220	1,922,122	0.12
Less: Expenditures	6,613	39,237	90,599	43.31	1,786	88,726	2,188,421	4.05
Ending Fund Balance	<u>56,139</u>	<u>56,139</u>	<u>35,194</u>	<u>159.51</u>	<u>319,292</u>	<u>319,292</u>	<u>-</u>	<u>-</u>

Financial data as of November 2017, continued

(\$) Cash Balances as of November, 2017

General Fund	1,981,947	Warrenton Marina	353,390	Storm Sewer	379,032
WBA	83,593	Hammond Marina	251,546	Sanitation Fund	300,690
Building Department	314,742	Water Fund	1,627,197	Community Center	12,014
State Tax Street	1,463,769	Sewer Fund	1,828,308	Library	56,774

Warrenton Urban Renewal Agency

Capital Projects	321,078
Debt Service	1,537,455

General Fund Revenues	Collection Frequency	2017-2018 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				November 2017	November 2016	
Property taxes-current	AP	904,940	95.01	859,812	809,557	45,128
Property taxes-prior	AP	35,000	51.87	18,156	16,023	16,844
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	543,000	28.39	154,159	137,567	388,841
COW - franchise fees	M	136,414	46.90	63,984	58,532	72,430
Transient room tax	Q	508,402	55.20	280,616	263,998	227,786
Liquor licenses	A	650	19.23	125	25	525
State revenue sharing	MQ	130,267	30.13	39,255	33,218	91,012
Municipal court	M	119,400	35.62	42,525	42,716	76,875
Community development fees	I	35,000	43.84	15,344	10,943	19,656
Police charges	I	8,750	497.11	43,497	3,526	(34,747)
Fire charges	SM	95,240	0.00	-	-	95,240
Park charges	I	-	0.00	125	250	-
Miscellaneous	I	1,200	958.25	11,499	9,364	(10,299)
Interest	M	10,000	49.01	4,901	3,329	5,099
Lease receipts	M	209,529	42.16	88,340	88,173	121,189
Sub-total		2,737,792	59.26	1,622,338	1,477,221	1,115,454
Transfers from other funds	I	32,000	80.09	25,629	-	6,371
Overhead	M	1,094,696	46.29	506,704	539,356	587,992
Total revenues		3,864,488	55.76	2,154,671	2,016,577	1,709,817

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March,
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

Financial data as of November 2017, continued

water fund utility revenues											5 months
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
in city	1,177,723	1,221,783	744,632	753,354	909,751	874,148	957,484	1,014,340	1,201,543	1,240,268	629,454
out city			514,819	523,402	664,558	608,385	635,841	672,179	798,288	821,264	443,276
* pacific coast seafoods	122,807	164,353	156,602	214,773	230,083	296,702	22,742	25,443	38,549	46,390	23,296
1 city of gearhart	602,761	665,723	564,788	538,496	534,382	264,658	125,075	178,583	211,396	201,556	226,216
2 fort stevens	34,834	44,153	52,824	47,114	40,868	76,354	54,324	60,915	80,824	95,380	68,537
* camp rilea	45,671	49,810	65,629	58,345	16,471	4,425	4,831	5,217	5,940	6,389	2,882
3 bio oregon	38,790	28,399	30,785	33,376	33,293	51,602	68,430	91,106	72,408	93,145	52,369
5 hampton lumber	109,175	92,738	37,631	7,998	30,028	37,267	40,070	39,595	41,336	54,111	27,613
* glenwood village								35,960	36,317	35,010	21,825
4 point adams packing										57,728	34,134
total	2,131,761	2,266,959	2,167,710	2,176,858	2,459,434	2,213,541	1,908,797	2,123,338	2,486,601	2,651,241	1,529,602

* used to be in the top 5


sewer fund utility revenues											5 months
	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018
in city	1,035,461	1,120,661	1,149,385	1,187,121	1,315,666	1,395,820	1,483,459	1,534,362	1,601,310	1,752,561	802,184
shoreline									54,247	114,454	50,377
fred meyer	20,294				20,396	36,998	68,023				
hampton lumber mill	149,191	130,132	50,507		39,203	48,810	52,575	48,144	44,576	58,408	29,416
fort stevens state park	37,291	38,526	38,526	40,292	38,935	44,598	46,828	47,999	49,199	52,151	22,816
columbia point apts	27,223	28,123	28,123	29,410	28,420	32,551	34,178	35,035	35,914	38,066	16,653
port warren condos	25,408	26,248	26,248	27,450	26,525	30,381	31,900	32,700		35,529	
alder creek village			18,749	19,607					39,505		18,318
northwest housing				19,607							
astoria/seaside koa		19,288						37,581	41,628	48,112	24,387
total gross revenue	1,294,868	1,362,978	1,311,538	1,323,487	1,469,145	1,589,158	1,716,963	1,735,821	1,866,379	2,099,281	964,151

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For the Agenda of January 9, 2018
SUBJ: **Public Hearing:** Street Vacation Petition by Clatsop County—Multiple Streets in the Vicinity of SE 19th Street and Costco

SUMMARY

At its November 28 meeting, the Commission set a public hearing to take testimony on a petition by Clatsop County to vacate several undeveloped streets in Warrenton Park and Portsmouth Addition to Warrenton plats located in the vicinity of SE 19th Street. Please see the attached petition materials for the undeveloped street locations. I routed the petition to city departments for review and I received no comments.

If, after conducting the public hearing the Commission finds no reason not to vacate the streets requested, it may direct staff to prepare an ordinance to execute the action.

RECOMMENDATION/SUGGESTED MOTION

I move to approve Vacation No. 151 and direct staff to prepare an ordinance for the first reading on January 23, 2018 implementing the vacation of various remainder streets in the plats of Warrenton Park and Portsmouth Addition to Warrenton.

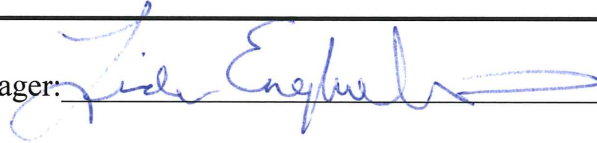
ALTERNATIVE

Other action as deemed appropriate by the Commission.

FISCAL IMPACT

None. The vacated street rights-of-way will revert to county property.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "John Engel", is written over a horizontal line. The signature is stylized and cursive.

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

RIGHT OF WAY VACATION

Street Vacation Check List

DISCLAIMER: Completion of this application does not constitute approval of the street vacation. The ultimate decision will be made by the Warrenton City Commission.

To help facilitate the street vacation process, you must complete the steps below in the order presented.

- I have read the "Vacating A Street" brochure.
- I have called and spoken to ELIZEN YSTAD at Clatsop County's Cartography Department (503/ 325-8522) to see who will own the right-of-way area after the vacation is completed. (In most cases the vacated area is split down the middle and reverts back to the adjacent property owner.) **Please list who receives property:** SINCE ALL OF THE STREETS ARE ENTIRELY WITHIN THE COUNTY-OWNED NORTH COAST BUSINESS PARK, CLATSOP COUNTY WILL OWN ALL OF THE AREA AFTER THE VACATION.
- I have talked with all owners of the properties that abut all sides and corners of the portion of right-of-way to be vacated and they will support the vacation request (**objecting property owners will complicate or stop the process**).
- I have contacted private utilities to determine if the companies will support the vacation, with or without special conditions. To ensure that you have a complete understanding of affected utilities, a utility locate should be requested by calling: 800/ 332-2344.

SIGN TO CONFIRM:

I have completed all of the above Michael J. Summer 9/18/2017
 Signature Date

After you have done all of the above and it appears that a right-of-way vacation may be feasible, a written right-of-way vacation petition (attached) and a Six Hundred Dollar (\$600.00) application fee is required. If multiple streets are involved, or it affects multiple lots, a land use review by the Planning Department and Planning Commission is required. The petition fee is Eight Hundred Dollars (\$800) when it's required to go before the Planning Commission.

Upon receipt of this checklist, the petition, the required fee and all necessary signatures, (see ORS 271.080 – attached), the City Recorder shall review the petition. If petition is deemed incomplete, it will be returned to the petitioner for additional signatures or other required information. If required percentages of consent is confirmed, the matter will be placed on the City Commission's Agenda to consider setting a public hearing or referred to the Planning Commission, if required. Please allow four weeks for the review of the petition.

Page Two (2)

Send the petition along with the petition fee in the form of a check made out to the City of Warrenton and a signed copy of this checklist to:

Mail Form To:
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146

or


Deliver Form in Person To:
City Recorder
City of Warrenton
225 S. Main Street
Warrenton, OR 97146

If you have additional questions about the street vacation process, please contact Linda Engbretson, at 503/ 861-0823 or at cityrecorder@ci.warrenton.or.us.

STREET VACATION PETITION
City of Warrenton

Fee: \$600.00

<u>Petitioner</u>	<u>Petitioner's Representative</u>
<p>Name: <i>CLATSOP COUNTY</i></p> <p>Mailing Address: <i>1100 OLNEY AVENUE ASTORIA, OR 97103</i></p> <p>Phone Number: <i>503-325-8631</i></p> <p>Email Address: <i>MSUMMERS@CO.CLATSOP.OR.US</i></p>	<p>Name: <i>MICHAEL SUMMERS</i> <i>(PUBLIC WORKS DIRECTOR)</i></p> <p>Mailing Address: <i>1100 OLNEY AVENUE ASTORIA, OR 97103</i></p> <p>Phone Number: <i>503-325-8631</i></p> <p>Email Address:</p>
<p>1. A description of the right-of-way area to be vacated. <i>(Don't forget to include a map highlighting the area. A survey or professionally developed legal description is required).</i></p> <p style="font-size: 1.2em;"><i>SEE ATTACHED LEGAL DESCRIPTION AND ACCOMPANYING MAPS.</i></p>	
<p>2. Reason for the Vacation Request. <i>(Advise if any buildings/structures will be in the area to be vacated).</i></p> <p style="font-size: 1.2em;"><i>SEE ATTACHED PAGE.</i></p> <p style="text-align: center; margin-top: 20px;">Note: If additional room is necessary, please attach extra pages.</p>	
<p>3. Required affidavits.</p> <ul style="list-style-type: none">a. <u>100%</u> of abutting property owners.b. Two-thirds in area of real property affected by proposal. Refer to <i>ORS Chapter 271</i> (attached).c. List of all abutting and affected property owners, mailing addresses, and corresponding square footage of property owned.	


Petitioner

9/18/2017
Date

Return To:	City of Warrenton P.O. Box 250 225 S. Main Street Warrenton, OR 97146
For Questions – Contact:	Linda Engbretson, City Recorder Phone: 503/ 861-0823 Email: cityrecorder@ci.warrenton.or.us

AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

CLATSOP COUNTY

being the owners of the following real property: PARCELS 1, 2 & 3

OF PARTITION PLAT 2016-005, CLATSOP
COUNTY PLAT RECORDS.

as a basis of the petition from CLATSOP COUNTY

REPRESENTING 100% OF ADJOINING OWNERS,

do hereby consent to the vacation of a portion of WARRENTON PARK

AND PORTSMOUTH ADDITION TO WARRENTON

as described: - SEE ATTACHED LEGAL DESCRIPTION.

Signature: Michael J. Summers Date: 9/18/2017

Signature: _____ Date: _____

On this 18th day of September, 2017, personally appeared before me, a
notary public in and for the State of Oregon, the within named _____

Michael J. Summers acknowledged the following instrument to be his
voluntary act and deed.

Theresa Dursse
Notary Public for Oregon

My commission expires: 6/10/19
June 10, 2019



Warrenton Park and Portsmouth Addition to Warrenton Vacation Request

Reason for Vacation Request:

The streets requested to be vacated are within the boundaries of Clatsop County's North Coast Business Park. The NCBP was partitioned in 2006 on partition plat 2006-033. By action of the law, that partition plat eliminated the Warrenton Park and Portsmouth Addition lots and blocks with its boundaries, but also per law, could not eliminate public streets. Therefore, the streets remain within the boundaries of the NCBP. It is unlikely the streets were ever built, and since the area was cleared for a potential aluminum plant in the 1960's no physical roads exist on them. Clatsop County desires the streets to be vacated, as they are not in a practical location and prevent proper development of the North Coast Business Park.

AFFIDAVIT

STATE OF OREGON)
COUNTY OF CLATSOP)

North Coast Retail, LLC

being the owners of the following real property: North Coast Retail
Lot 3

as a basis of the petition from Clatsop County representing
100% of adjoining owners

do hereby consent to the vacation of a portion of Portsmouth Addition
to Warrenton

as described:

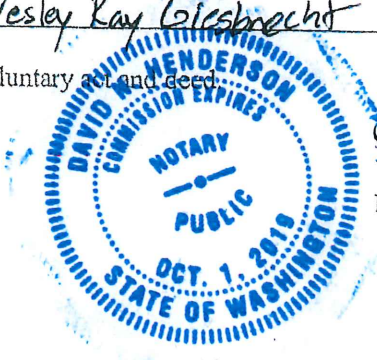
See attached Legal description

Signature: [Handwritten Signature] Date: 11-8-17

Signature: Wes Giesbrecht Date: _____

On this 8th day of November, 2017, personally appeared before me, a
notary public in and for the State of ^{Washington} ~~Oregon~~, the within named _____

Wesley Ray Giesbrecht acknowledged the following instrument to be free
voluntary act and deed.



[Handwritten Signature]
Notary Public for Oregon

My commission expires: Oct. 1, 2019

Warrenton Park Vacation

Description of Streets and Avenues to be vacated within the Town Plat of Warrenton Park, located in the Northeast Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets and avenues depicted on the Town Plat of Warrenton Park, Clatsop County Town Plat Records, and dedicated to the public in Book 52, Page 65, Clatsop County Deed Records, lying South of the south line of 22nd Street as depicted on said Town Plat (now known as S.E. 14th Street).

It is not intended herein to vacate any portion of S.E. 19th Street as dedicated in Instrument Number 201400122 Clatsop County Clerk's Records.

Portsmouth Addition to Warrenton Vacation

Description of Streets to be vacated within the Town Plat of Portsmouth Addition to Warrenton, located in the Southwest Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets dedicated in the Town Plat of Portsmouth Addition to Warrenton, Town Plat Book 8, Page 13, Clatsop County Town Plat Records, lying within the boundaries of Parcel 1, Partition Plat 2016-005, Clatsop County Plat Records.

It is not intended herein to vacate any portion of the public utilities easement granted in Instrument Number 200507811 Clatsop County Clerk's Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

VANCE SWENSON
OREGON
JULY 09, 2001
VANCE S. SWENSON
65703 LS

RENEWS 07-01-2018

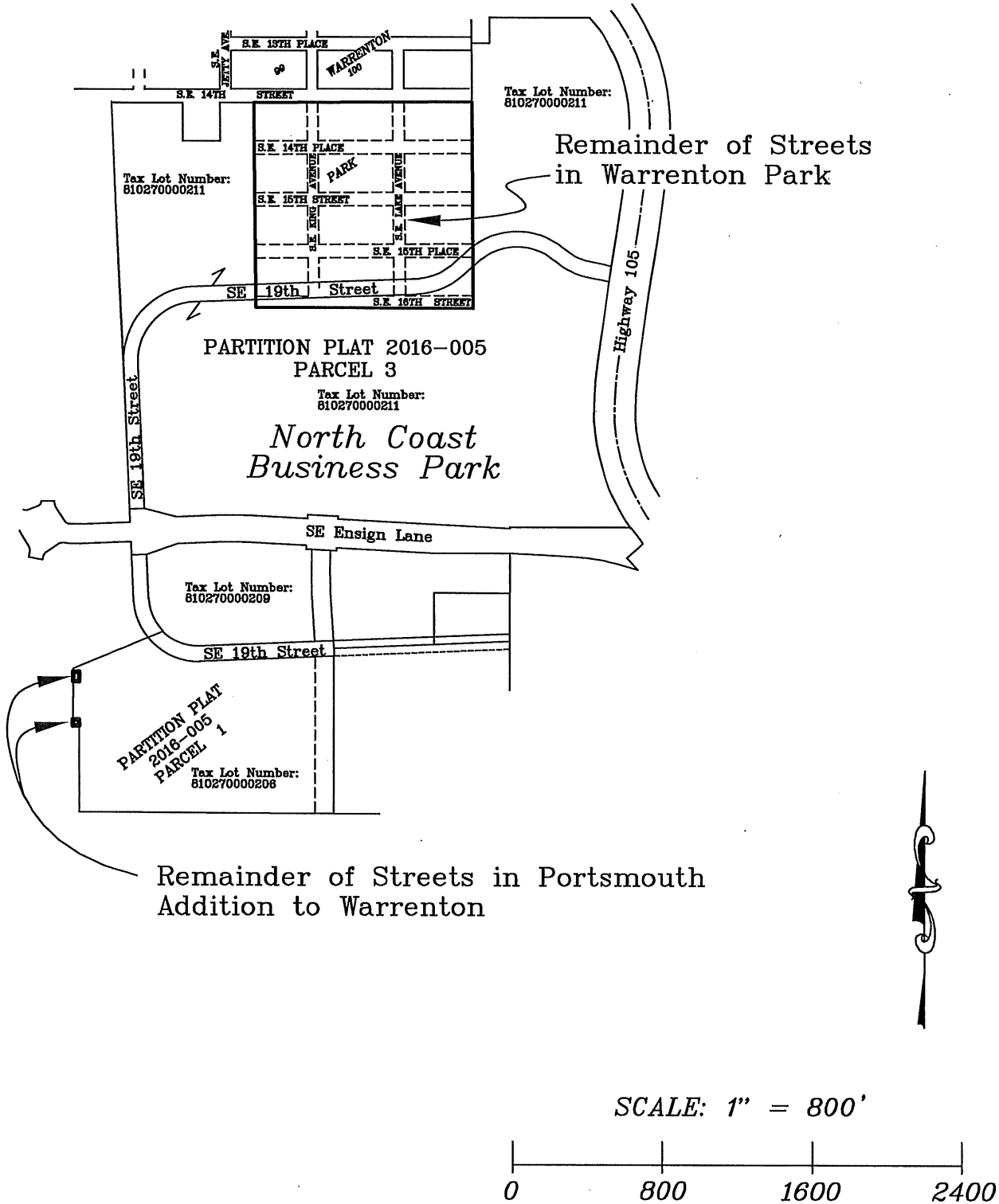
EXHIBIT SHOWING WARRENTON PARK AND PORTSMOUTH ADDITION STREETS AND AVENUES TO BE VACATED

LOCATED IN SECTION 27, T8N, R10W IN THE CITY OF WARRENTON, OREGON

Property Owner: Clatsop County

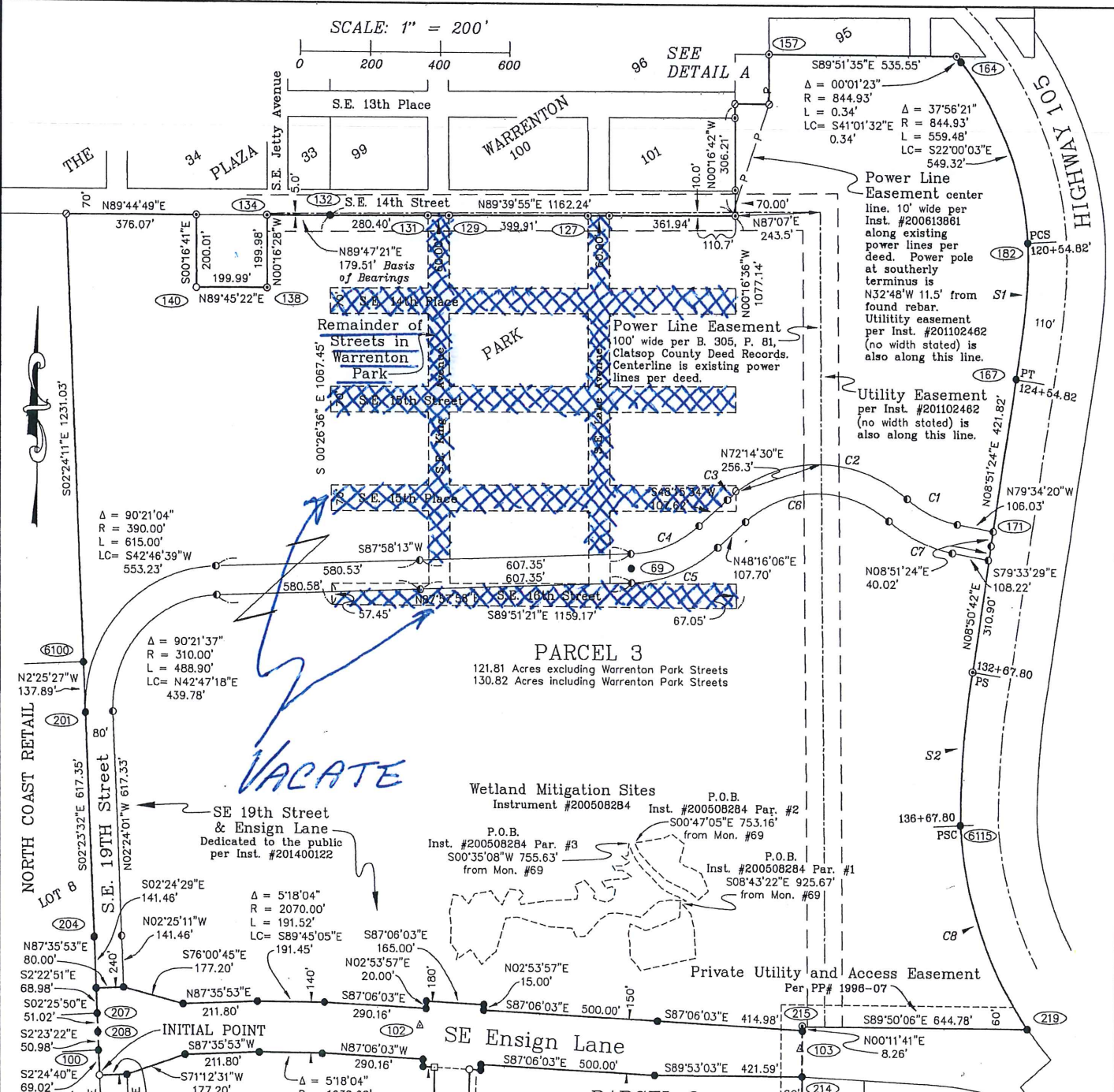
Owner Address: 800 Exchange St., Suite 410, Astoria, OR 97103

Date: July 19, 2017



SCALE: 1" = 200'

0 200 400 600



VACATE

PARCEL 3

121.81 Acres excluding Warrenton Park Streets
130.82 Acres including Warrenton Park Streets

Wetland Mitigation Sites

Instrument #200508284
P.O.B. #200508284 Par. #2
S00'47'05"E 753.16'
from Mon. #69
P.O.B. #200508284 Par. #1
S08'43'22"E 925.67'
from Mon. #69
P.O.B. #200508284 Par. #3
S00'35'08"W 755.63'
from Mon. #69

Private Utility and Access Easement

Per PP# 1998-07

PARCEL 2
See sheet 3 of 4

CURVE TABLE

CURVE	DIRECTION	CHORD	CHORD	RADIUS	DELTA	LENGTH
C1	N64°33'53"W	160.45'	310.00'	29°59'48"	162.30'	
C2	N88°15'38"W	487.45'	390.00'	77°21'19"	526.54'	
C3	S50°38'59"W	32.83'	390.00'	4°49'26"	32.84'	
C4	S68°07'43"W	210.61'	310.00'	39°43'01"	214.89'	
C5	N68°07'29"E	264.96'	390.00'	39°42'59"	270.34'	
C6	N89°20'28"E	407.37'	310.00'	82°09'00"	444.48'	
C7	S64°35'02"E	201.86'	390.00'	29°59'50"	204.19'	
C8	S19°16'18"E	589.44'	1064.93'	32°07'58"	597.24'	
SPIRAL		CHORD	Spiral 110'	offset from centerline		
S1	S04°56'09"W	376.17'	400'	12°00'	1.5	
S2	S04°43'05"W	422.36'	400'	12°00'	1.5	

NOTE: Highway stations are record only per OSHD map 12F-15-2.

MONUMENT NOTES

See sheets 1, 2 and 3 of 4.

LEGEND

- = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR". Set a 6" orange carsonite witness post North 1.0'.
- ⊙ = Set SNM-1 Marker Nail with 1-1/2" stainless steel washer stamped "CLATSOP COUNTY SURVEYOR".
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 13144.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 12922, unless otherwise noted.
- ⊖ = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on PP#2006-033.
- ⊙ = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 10767.
- ⊙ = Found a 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.
- △ = Control point, see control point descriptions.
- Ⓜ = Monument number reference to description in "Monument Notes".
- CS# = County Survey Number, per Clatsop County Survey Records.
- PP# = Partition Plat Number, per Clatsop County Plat Records.
- Inst. # = Instrument Number, per Clatsop County Deed Records.
- y.p.c. = yellow plastic cap.
- N E = Local datum plane Northing and Easting.

PARTITION PLAT
NO. 2016-05

IN SECTION 27,
T.8N., R.10W., W.M.,
CITY OF WARRENTON
CLATSOP COUNTY, OREGON

SURVEY FOR:
CLATSOP COUNTY

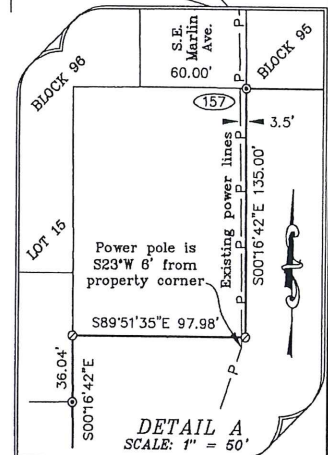
SURVEY BY:
CLATSOP COUNTY SURVEYOR
1100 OLNEY AVENUE
ASTORIA, OREGON, 97103

DATE: Dec. 12, 2016
DRAWN BY: V.S.S.
CHECKED BY: B.G.B. & W.M.L.

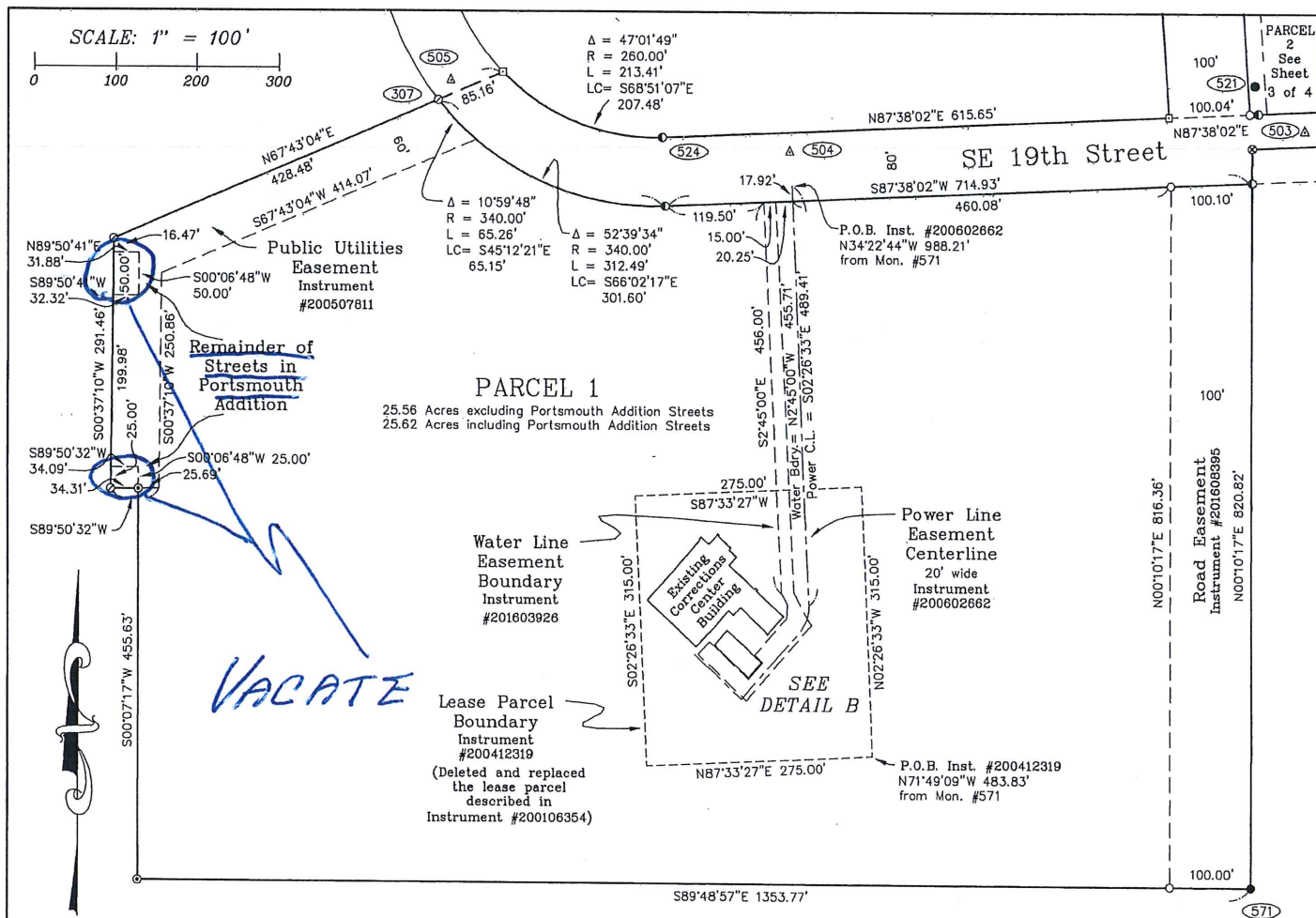
REGISTERED
PROFESSIONAL
LAND SURVEYOR

VANCE SWENSON
OREGON
001 96 000
VANCE S. SWENSON
65703 LS

RENEWS 07-01-2018



DETAIL A
SCALE: 1" = 50'



MONUMENT NOTES

- (307) N 7210.096 E 10453.591
Found a 5/8" rebar with a y.p.c. marked "CLATSOP CO. SURVEYOR" per PP#2006-033, flush with ground with an orange carsonite post North 1.0 feet. Held.
- (524) N 7167.368 E 10725.886 = monument N 7167.534 E 10725.897 = calculated
Found a 5/8" rebar with a y.p.c. marked "CLATSOP CO. SURVEYOR" per CS# 10767, flush with ground, S04°W 0.17' from calculated position.
- (571) N 6296.305 E 11441.065
Found a 5/8" rebar with a faded y.p.c. with marks "LAND SURVEYING INC." still legible, per PP# 1996-007, 3" below east-west track of gravel road. Held. Set an orange carsonite post North 2.0 feet.

CONTROL POINTS (AND GENERAL LOCATIONS TO FIND)

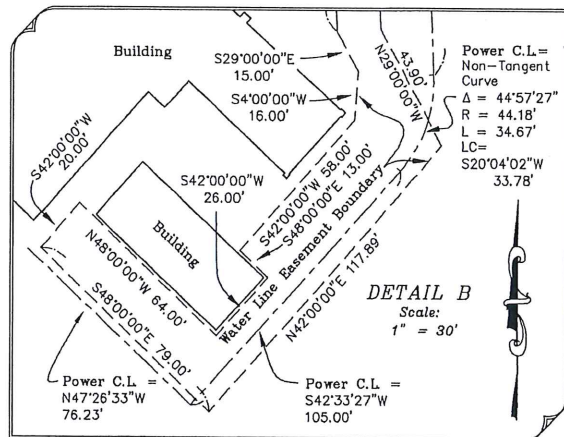
- (504) N 7151.501 E 10880.453
Found a 5/8" rebar with a 2" aluminum cap stamped "CLATSOP COUNTY SURVEYOR" per CS# 13144, encased in concrete 5" below ground. North 5' from 19th Street north edge of pavement and S80°E 11.7' from the center of a sewer manhole lid located on the Northerly extension of the road into Sheriff's Office.
- (505) N 7232.438 E 10469.203
Found a 5/8" rebar with a 2" aluminum cap stamped "CLATSOP COUNTY SURVEYOR" per CS# 13144, encased in concrete 6" below ground. Southwest 1.8' from 19th Street southwest edge of pavement and N35°W 63' from the northwest corner of a cyclone fence around a gas line stand pipe.

NARRATIVE

Purpose: To partition the depicted property into Parcels 1, 2 and 3 as shown.
Method: We held our control points and local datum plane from PP# 2006-033. Our basis of bearings is N89°47'21"E between monument numbers 134 and 132 per PP#2006-033. The basis of bearings and coordinates for PP# 2006-033 originates from CS# 9505 and has been used for all subsequent surveys and deed descriptions within the plat boundaries. Therefore, the boundaries of Parcels 1, 2 and 3, and the record easement locations were determined holding the monuments and the record data from them as shown. The set monuments along the centerline and right-of-way lines of SE 19th Street were established at the intersections of the extensions of the parcel boundaries.

LEGEND

- = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR". Set a 6' orange carsonite witness post North 1.0'.
- ⊙ = Set SNM-1 Marker Nail with 1-1/2" stainless steel washer stamped "CLATSOP COUNTY SURVEYOR".
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 13144.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 12922, unless otherwise noted.
- ⊙ = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on PP#2006-033.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 10767.
- ⊙ = Found a 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.
- △ = Control point, see control point descriptions.
- ① = Monument number reference to description in "Monument Notes".
- CS# = County Survey Number, per Clatsop County Survey Records.
- PP# = Partition Plat Number, per Clatsop County Plat Records.
- Inst. # = Instrument Number, per Clatsop County Deed Records.
- y.p.c. = yellow plastic cap
- N E = Local datum plane Northing and Easting



PARTITION PLAT
NO. 2016-05

IN SECTION 27,
T.8N., R.10W., W.M.,
CITY OF WARRENTON
CLATSOP COUNTY, OREGON

SURVEY FOR:
CLATSOP COUNTY

SURVEY BY:
CLATSOP COUNTY SURVEYOR
1100 OLNEY AVENUE
ASTORIA, OREGON, 97103

DATE: Dec. 12, 2016 DRAWN BY: V.S.S. CHECKED BY: B.G.B. & W.M.L.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

VANCE SWENSON
OREGON
SUC 56,000
VANCE S. SWENSON
65703 LS

RENEWS 07-01-2018

representative at Astoria, Oregon, may declare the said contract forfeited and cancel the same, upon giving the said party of the second part his heirs or assigns a notice in writing to that effect for the period of sixty days after such delinquency it being understood that the party of the second part his heirs or assigns may pay up the same delinquent any time before the expiration of the period of Sixty days after such notice, and that the said contract shall remain in full force, but if the said party of the second part his heirs or assigns shall remain in default for the period of Sixty days after the receipt of such notice, then this contract shall be cancelled and all payments theretofore made shall be forfeited as liquidated damages, for breach of contract, and in this provision time is of the essence of the contract. IN WITNESS WHEREOF, the parties of the first and second parts have hereunto set their hands and seals in duplicate the day and year first above written.

Executed in the presence of John L. Carlson (SEAL.)
A. A. Anderson Mary S Carlson (SEAL.)
Chas C. Nowatney J. A. Remells (SEAL.)

State of Washington)
; ss
County of King)

THIS CERTIFIES that on this 24 day of April 1903, before me, the undersigned a Notary Public in and for said County and State, personally appeared the within named John L. Carlson and Mary S. Carlson his wife, who are known to me to be the identical persons described in and who executed the within instrument, and acknowledged to me that they executed the same freely and voluntarily, for the uses and purposes therein mentioned. IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial seal the day and year last above written.

x x x x x x #
x Notarial Seal x
x x x x x x

A. A. Anderson
Notary Public for Washington
residing at Seattle, Washington.

Recorded at 9:50 A. M. May 22 1903

J. C. Clinton, County Clerk

By S. G. Trullinger Deputy.

Columbia Harbor Land Company)
to : Dedication.
The Public)

KNOW ALL MEN BY THESE PRESENTS, That the Columbia Harbor Land Company, a corporation duly formed and existing under and by virtue of the laws of the State of Oregon, having its principal office and place of business in the City of Portland, Multnomah County, Oregon, does hereby dedicate to the use of the public, all streets and avenues in Warrenton Park, situated in the County of Clatsop, State of Oregon, that lie South of the south line of 12th street, as the same are laid down and shown upon the map and plat of said Warrenton Park recorded on the 13th day of May, 1896, at pages ten and eleven, book three, of the Records of Plats of said County. All streets and avenues lying south of the south line of 12th

street, as laid down and platted upon said map, are dedicated to the public use. All regular streets running north and south are sixty feet wide, and all regular streets running east and west are seventy feet wide. All full and regular blocks are two hundred feet wide by four hundred feet long, and regular lots are fifty feet wide by one hundred feet deep; irregular or fractional blocks and lots are of the size, shape and dimension as shown on the plat. All lots and blocks are numbered as shown on said plat. IN WITNESS WHEREOF, the said Columbia Harbor Land Company by Walter C. Smith, its President, and F. R. Strong, its Secretary, have this 22nd day of May A. D. 1903, hereunto affixed its corporate name and seal, being thereunto duly authorized by a resolution of its Board of Directors, adopted and entered at a regular meeting, held on the 3rd day of February, 1903.

WITNESS:

Columbia Harbor Land Company

Walter P. Smith # x x x x x x x #
 X Corporate Seal X
 J. McKinley # x x x x x x x #

by Walter C. Smith
 President.

F. R. Strong

Secretary.

State of Oregon,)
 : ss
 County of Multnomah.)

THIS IS TO CERTIFY, That on this 22nd day of May, A. D. 1903, before me, a Notary Public in and for said County and State, personally appeared Walter C. Smith and F. R. Strong, who are known to me to be the identical persons whose names are subscribed to the foregoing instrument as President and Secretary respectively, of the Columbia Harbor Land Company, whose corporate name is subscribed thereto, and they acknowledged to me that they are such President and Secretary of the said Columbia Harbor Land Company, and that by order of the Board of Directors of said Columbia Harbor Land Company, they subscribed the corporate name thereto and signed and executed said instrument for the said Columbia Harbor Land Company as its free and voluntary act and deed; and F. R. Strong acknowledged that he as said Secretary is the legal custodian of and is acquainted with the corporate seal of the said Columbia Harbor Land Company, and he has the same in his possession, and that the seal attached to the foregoing instrument is such corporate seal, and was attached thereto by him as such Secretary on the 22nd day of May, A. D. 1903, by order of the Board of Directors of the said Columbia Harbor Land Company, and he subscribed the same in witness thereof. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year first above written.

x x x x x x x #
 x Notarial Seal x
 # x x x x x x x #

R. I. Eckerson
 Notary Public for Oregon.

Recorded at 12 A. M. May 23, 1903

J. C. Clinton, County Clerk

By *S. G. Trullinger* Deputy.

Warrenton Park Vacation

Description of Streets and Avenues to be vacated within the Town Plat of Warrenton Park, located in the Northeast Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets and avenues depicted on the Town Plat of Warrenton Park, Clatsop County Town Plat Records, and dedicated to the public in Book 52, Page 65, Clatsop County Deed Records, lying South of the south line of 22nd Street as depicted on said Town Plat (now known as S.E. 14th Street).

It is not intended herein to vacate any portion of S.E. 19th Street as dedicated in Instrument Number 201400122 Clatsop County Clerk's Records.

Portsmouth Addition to Warrenton Vacation

Description of Streets to be vacated within the Town Plat of Portsmouth Addition to Warrenton, located in the Southwest Quarter of Section 27, Township 8 North, Range 10 West, Willamette Meridian, City of Warrenton, Clatsop County, Oregon more particularly described as follows:

All of the streets dedicated in the Town Plat of Portsmouth Addition to Warrenton, Town Plat Book 8, Page 13, Clatsop County Town Plat Records, lying within the boundaries of Parcel 1, Partition Plat 2016-005, Clatsop County Plat Records.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

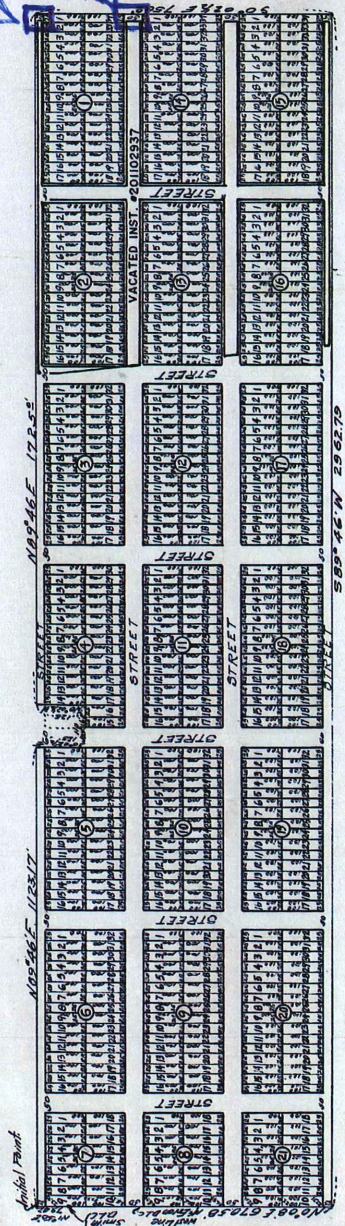
VANCE SWENSON
OREGON
JULY 09, 2001
VANCE S. SWENSON
65703 LS

RENEWS 07-01-2018

SUBDIVISION OF
PORTSMOUTH ADDITION
TO
WARRENTON

McEWAN, D.L.C. T. & N. R. IOW. W.M.
Jan. 1920
Scale 1:200

NEWELL, GOSSETT & WALSH
ENGINEERS.



STATE OF OREGON
COUNTY OF CLATSOP, SS.
I, J. C. CLINTON, County Clerk and Clerk of the County Court of the County and State aforesaid, do hereby certify that the foregoing copy of PLAT of PORTSMOUTH SUBDIVISION OF BLOCK 9 to 23, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original Plat as the same appears of record at my office and in my custody.
In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1920.
J. C. CLINTON, COUNTY CLERK.
By *Myrtle M. Clark* Deputy.

State of Oregon
County of Clatsop, ss. I, J. C. Clinton, County Clerk and Clerk of the County and State aforesaid, do hereby certify that the foregoing copy of PLAT of PORTSMOUTH SUBDIVISION OF BLOCK 9 to 23, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original Plat as the same appears of record at my office and in my custody.
In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1920.
J. C. CLINTON, COUNTY CLERK.
By *Myrtle M. Clark* Deputy.

Know all men, that the undersigned, J. C. Clinton, County Clerk and Clerk of the County and State aforesaid, do hereby certify that the foregoing copy of PLAT of PORTSMOUTH SUBDIVISION OF BLOCK 9 to 23, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original Plat as the same appears of record at my office and in my custody.
In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1920.
J. C. CLINTON, COUNTY CLERK.
By *Myrtle M. Clark* Deputy.

instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said J. C. Clinton, County Clerk and J. C. Clinton, County Clerk, do hereby certify that the foregoing copy of PLAT of PORTSMOUTH SUBDIVISION OF BLOCK 9 to 23, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original Plat as the same appears of record at my office and in my custody.
In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1920.
J. C. CLINTON, COUNTY CLERK.
By *Myrtle M. Clark* Deputy.

Myrtle M. Clark
County Clerk for Oregon

My Commission expires 2/19/21

Approved Feb 2nd 1920
T. J. Lawrence
County Judge

By *John M. McBride*
Vice President
Montana Investment Development Company

By *Cl. B. Barst*
Secretary-Treasurer
Montana Investment Development Company

State of Oregon
County of Clatsop, ss.
I, J. C. Clinton, County Clerk and Clerk of the County and State aforesaid, do hereby certify that the foregoing copy of PLAT of PORTSMOUTH SUBDIVISION OF BLOCK 9 to 23, has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original Plat as the same appears of record at my office and in my custody.
In TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court this 4th day of February, 1920.
J. C. CLINTON, COUNTY CLERK.
By *Myrtle M. Clark* Deputy.

Approved Feb 2nd 1920
T. J. Lawrence
County Judge

By *John M. McBride*
Vice President
Montana Investment Development Company

By *Cl. B. Barst*
Secretary-Treasurer
Montana Investment Development Company

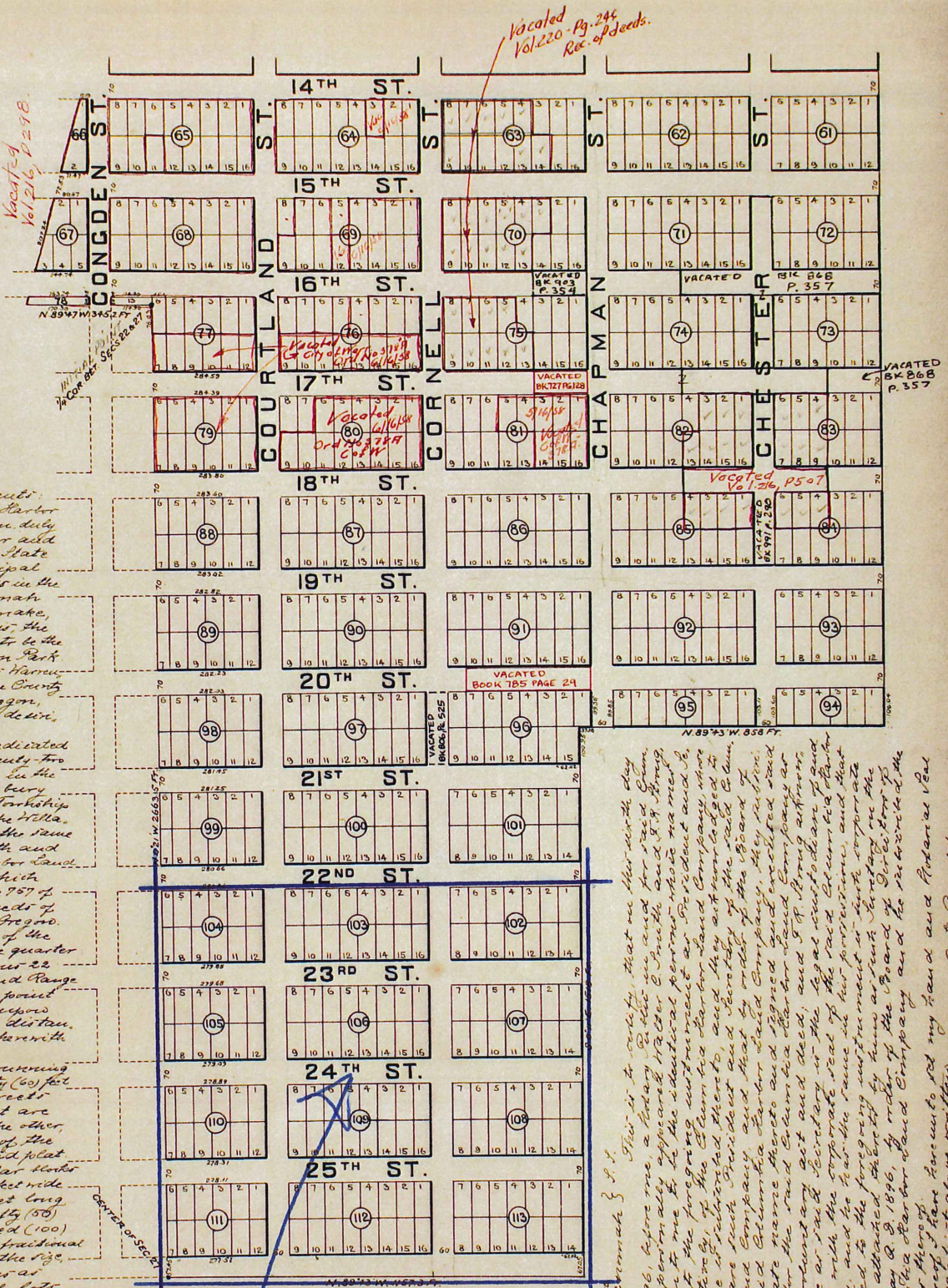
Filed for record February 4th 1920 at 1:50 PM

R. S. Clinton County Clerk
By *Myrtle M. Clark* Deputy

REMAINDERS
OF STREETS
TO BE
VACATED

Sud
Sud
Sud

For Dedication of streets and
annexing south of south line of
17th Street see Deed record 52
page 65.
J. S. Condon
County Clerk.



Know all Men of their Privests:
That the Columbia Harbor
Land Company, a corporation, duly
formed and existing under and
by virtue of the laws of the State
of Oregon, having its principal
office and place of business in the
City of Portland, Multnomah
County, Oregon, do hereby make,
establish and declare this, the
attached map and plat, to be the
map and plat of Harrison Park.
The park is situated in the County
of Clatsop and State of Oregon,
and is more particularly describ-
ed as follows, to wit:

The tract herein dedicated
is located in Section Twenty-two
(22) and Twenty-seven (27) in the
West half of the 9th Township,
Tenth Range 10 West of the Willa-
mette Meridian, and is the same
tract located by H. C. Smith and
wife to the Columbia Harbor Land
Company, the record of which
deed appears on Page 957 of
Book No. 36 of record of Deeds of
Clatsop County, State of Oregon.

The central point of the
Survey of this tract is the quarter
(14) Corner between Sections 22
and 27, of the Township and Range
above given, from which point
the boundary lines run upon
the courses and for the distan-
ces shown in the plat herewith
filed.

All regular streets running
North and South are sixty (60) feet
wide, and all regular streets
running East and West are
Twenty (20) feet wide, the other
or irregular streets are of the
width as shown on said plat.

All full and regular lots
are Two Hundred (200) feet wide
by four hundred (400) feet long,
and regular lots are fifty (50)
feet wide by one hundred (100)
feet deep, irregular or fractional
lots and lots are of the
shape and dimensions as
shown on the plat. All lots
and blocks are numbered as shown
on said plat.

The said Columbia Harbor Land Company
dedicates only to the use of the Public as streets and
annexes all units portions of the land so designated,
to be, North of the South line of Tenth Street, as the
same are laid down and shown upon said map
and plat, and all streets and are now being
laid North of the South line of Tenth Street, as laid down
and platted upon said map and plat, are dedi-
cated to the public use.

In witness whereof, the said Columbia Harbor
Land Company, by Walter C. Smith, its President, and
J. A. Strong, its Secretary, have this sixth day of May A.D.
1896, hereunto affixed its corporate name and seal.
Witness their hands and seals, and the signatures of its Board
of Directors adopted and entered at a regular meeting,
held on the seventh day of April A.D. 1896.
Witness:
L. B. Bailey
J. T. Arnold

State of Oregon
County of Multnomah
by Walter C. Smith President
J. A. Strong Secretary

STREETS
TO BE
VACATED

Recorded May 13th 1896
L. S. Condon
Recorder of County Clarks.

This is to certify that on this sixth day
of May, A.D. 1896, before me a Notary Public in and for said State
of Oregon, personally appeared Walter C. Smith and J. A. Strong,
who are known to me to be the identical persons whose names
are subscribed to the foregoing instrument as President and Sec-
retary respectively, of the Columbia Harbor Land Company, whose
corporate name is subscribed thereto, and they acknowledged to
me that they are such President and Secretary of the Board of
Directors of said Columbia Harbor Land Company, they sub-
scribed the corporate name thereto and signed and executed said
instrument for the said Columbia Harbor Land Company as
their free and voluntary act and deed, and J. A. Strong acknowl-
edged that he is such Secretary of the said Columbia Harbor
Land Company and he has the same in his possession, and that
the real estate to be foregoing and herein set forth, together with
the plat and map attached thereto, is the property of the said
said day of May A.D. 1896, by order of the Board of Directors of
the said Columbia Harbor Land Company, and he subscribed the
same in witness whereof
In witness whereof I have hereunto set my hand and affixed as seal
the day and year first above written.

J. T. Arnold
Notary Public for Oregon

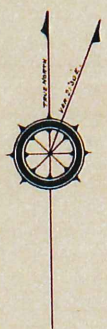
Seal

VACATIONS
A Book 636, PG. 970
B Book 835, Pa. 316

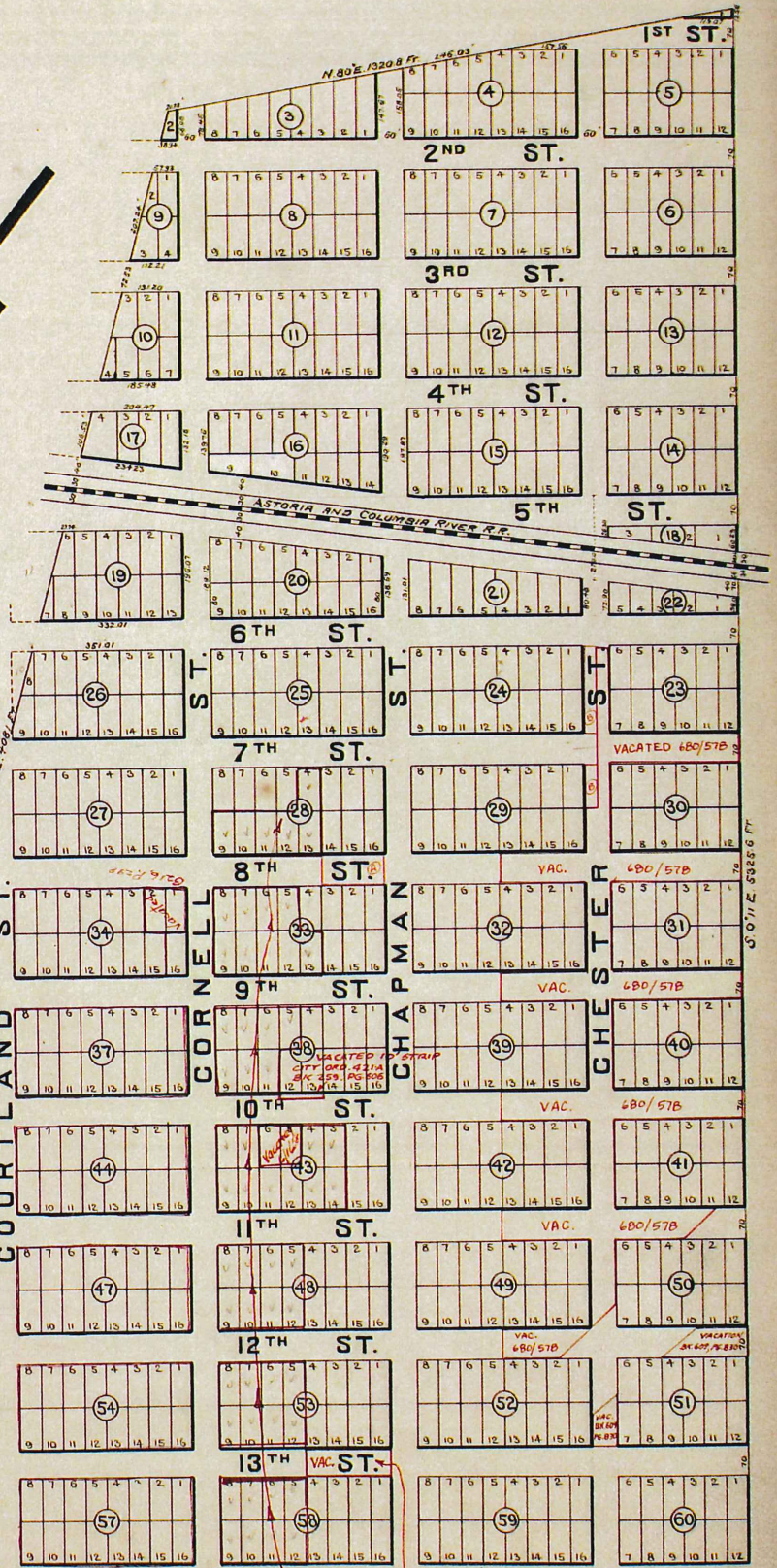
MAP OF Warrenton Park CLATSOP CO. OREGON.

SCALE: 1 INCH = 200 FEET

REGULAR BLOCKS 200x400 FT.
REGULAR LOTS 50x100 FT.



*Vacated
Vol. 216, P. 298*



*Vacated
Vol. 220 PG. 246
Rec. of Deeds.*

*BK 689
PG. 333*

Continued on Page 11


8-B

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For the Agenda of January 9, 2018
SUBJ: Ordinance No. 1216 amending the local street and park standards in new plats

SUMMARY

After conducting a public hearing at its December 12, 2017 meeting, the Commission took action to approve the first reading by title only of Ordinance No. 1216 amending the development standards for local roads and parks in new subdivisions. Unfortunately, the title was not read aloud.

Legal counsel advises the best cure for the situation is to conduct the first reading at the earliest opportunity and the second reading at the subsequent meeting.

RECOMMENDATION/SUGGESTED MOTION

Based on the recommendation of the Planning Commission, I move to adopt that body's findings and conclusions and approve the first reading of Ordinance No. 1216 by title only.


ALTERNATIVE

None recommended

FISCAL IMPACT

Warrenton City Commission
Ordinance No. 1216 First Reading
For the agenda of January 9, 2018
Page 2

None

Approved by City Manager:  _____

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

Ordinance No. 1216

Introduced by All Commissioners.

An Ordinance Amending Warrenton Municipal Code 16.136.020 Transportation Standards Regarding the Pavement Width Standard for a Local Road and 16.216.020 General Requirements [for Land Divisions] Regarding the Standards for Residential Neighborhood Parks.

The City Warrenton ordains as follows:

Section 1. Warrenton Municipal Code 16.136.020 Transportation Standards is hereby amended as follows:

A. Development Standards. No development shall occur unless the lot or parcel abuts a public or private street, other than an alley, for at least 25 feet and is in conformance with the provisions of Chapter 16.120, Access and Circulation, and the following standards are met:

1. Streets within or adjacent to a development shall be improved in accordance with the Comprehensive Plan, Transportation System Plan, and the provisions of this chapter;

2. Development of new streets (public or private), and additional street width or improvements planned as a portion of an existing street, shall be improved in accordance with this section, and public streets shall be dedicated to the applicable City, county or state jurisdiction;

3. New streets and drives connected to a City collector or arterial street shall be paved; and

4. The City may accept a future improvement guarantee [e.g., owner agrees not to remonstrate (object) against the formation of a local improvement district in the future] in lieu of street improvements if one or more of the following conditions exist:

a. A partial improvement may create a potential safety hazard to motorists or pedestrians;

b. Due to the developed condition of adjacent properties it is unlikely that street improvements would be extended in the foreseeable future and the improvement associated with the project under review does not, by itself, provide increased street safety or capacity, or improved pedestrian circulation;

c. The improvement would be in conflict with an adopted capital improvement plan; or

d. The improvement is associated with an approved land partition on property zoned residential and the proposed land partition does not create any new streets.

B. Variations. Variations to the transportation design standards in this section may be granted by means of a Class 2 variance, as governed by Chapter 16.272, Variations. A variance may be granted under this provision only if a required improvement is not feasible due to topographic constraints or constraints posed by sensitive lands (see Chapter 16.156).

C. Creation of Rights-of-Way for Streets and Related Purposes. Streets shall be created through the approval and recording of a final subdivision or partition plat; except the City may approve the creation of a street by acceptance of a deed, provided that the street is deemed essential by the City Commission for the purpose of implementing the Transportation System Plan, and the deeded right-of-way conforms to the standards of this Code. All deeds of dedication shall be in a form prescribed by the City Attorney and shall name “the public,” as grantee.

D. Creation of Access Easements. The City may approve an access easement established by deed when the easement is necessary to provide for access and circulation in conformance with Chapter 16.120, Access and Circulation. Access easements shall be created and maintained in accordance with the Uniform Fire Code, as amended.

E. Street Location, Width and Grade. Except as noted below, the location, width and grade of all streets shall conform to the Transportation System Plan and Comprehensive Plan, as applicable; and an approved street plan or subdivision plat. Street location, width and grade shall be determined in relation to existing and planned streets, topographic conditions, public convenience and safety, and in appropriate relation to the proposed use of the land to be served by such streets:

1. Street grades shall be approved by the City-appointed engineer in accordance with the design standards in subsection N of this section; and
2. Where the location of a street is not shown in an existing street plan (see subsection H of this section), the location of streets in a development shall either:
 - a. Provide for the continuation and connection of existing streets in the surrounding areas, conforming to the street standards of this chapter, or
 - b. Conform to a street plan adopted by the City, if it is impractical to connect with existing street patterns because of particular topographical or other existing conditions of the land. Such a plan shall be based on the type of land use to be served, the volume of traffic, the capacity of adjoining streets and the need for public convenience and safety.

F. Minimum Rights-of-Way and Street Sections. Street rights-of-way and improvements shall conform to the design standards in Table 16.136.010. A variance shall be required in accordance with Chapter 16.272 of this Code to vary the standards in Table 16.136.010. Where a range of width is indicated, the width shall be determined by the decision-making authority based upon the following factors:

1. Street classification in the Transportation System Plan or Comprehensive Plan;
2. Anticipated traffic generation;
3. On-street parking needs;
4. Sidewalk and bikeway requirements based on anticipated level of use;
5. Requirements for placement of utilities;
6. Street lighting;
7. Street tree location, as provided for in Chapter 16.124;

8. Protection of significant vegetation and wetland and riparian areas, as provided for in Chapters 16.124 and 16.156;
9. Safety and comfort for motorists, bicyclists, and pedestrians;
10. Street furnishings (e.g., benches, lighting, bus shelters, etc.), when provided;
11. Access needs for emergency vehicles; and
12. Transition between different street widths (i.e., existing streets and new streets), as applicable.

Table 16.136.010
City of Warrenton Street Design Standards

Type of Street	Average Daily Trips (ADT)	Right-of-Way Width	Curb-to-Curb Pavement Width	Motor Vehicle Travel Lanes ⁴	Median/Flux Lane ⁵	Bike Lanes or On-Street Parking (both sides)	Curb	Planting Strip ⁵	Sidewalks
Arterial Roads									
4-Lane Arterial	Varies	80 - 102 ft.	64 - 78 ft.	12 ft. ⁴	14 ft.	8 ft.	Yes	6 ft.	6 ft.
2-Lane Arterial	Varies	80 ft.	40 - 54 ft.	12 ft. ⁴	14 ft.	8 ft.	Yes	6 ft.	6 ft.
Collector Roads									
Collector Road	Varies	60 - 64 ft.	36 - 40 ft.	12 ft. ⁴	None	6-8 ft.	Yes	6 ft.	6 ft.
Local Roads									
Local Road	Varies	50 - 60 ft.	28 - 36 ft.	10-12 ft.	None	8 ft. parking (on one or both sides ¹)	Yes (on one or both sides)	5 ft.	5 ft. ³
Alternative Local Road ²	< 250	50 ft.	20 - 28 ft. (no curbs required)	10 ft.	None	None ¹	None	5 ft.	None

Alleys	N/A	12 - 24 ft.	12 - 24 ft.	N/A	N/A	None	None	None	None
Multi-Use Paths	N/A	8 - 16 ft.	8 - 16 ft.	N/A	N/A	None	None	None	None

¹ Bike lanes are generally not needed on low volume (less than 3,000 ADT) and/or low travel speed (less than 35 mph) roads.

² The alternative local road standard may be used when approved by the City of Warrenton. The standard is intended to apply under the following circumstances:

The local road will serve 18 or fewer dwelling units upon buildout of adjacent property.

The ADT volume of the road is less than 250 vehicles per day.

Significant topographical or environmental constraints are present.

Use of the alternative local road standard will not create gaps in connectivity or roadway standards with adjacent roadway sections (i.e. sidewalk, parking, travel lane widths).

The City-appointed engineer and Emergency Service Providers have reviewed and accepted usage of the alternative local roadway standard.

³ Sidewalks are required on all local roads in high-density residential and commercial zones unless exempted by the City-appointed engineer or Planning Commission.

⁴ Where parking is constructed next to a travel lane, the travel lane shall be increased to a width of 14 feet to function as a shared roadway and accommodate bicycles.

⁵ Footnote indicates that these features are optional. Flex lanes would provide for traffic flow in one direction or another depending upon the specific traffic patterns and demands for an area. Flex lanes could be used for transit routes or emergencies, and would provide extra right-of-way width for future rail or transit. Appropriate safety measures would need to be installed in conjunction with flex lanes.

REFER TO FIGURES 5-3, 5-4, and 5-5 OF THE TSP FOR CROSS SECTION VIEWS OF LOCAL, COLLECTOR, AND ARTERIAL ROADS.

G. Traffic Signals. Traffic signals shall be required with development when traffic signal warrants are met, in conformance with the Highway Capacity Manual, and Manual of Uniform Traffic Control Devices. The location of traffic signals shall be noted on approved street plans. Where a proposed street intersection will result in an immediate need for a traffic signal, a signal meeting approved specifications shall be installed. The developer's cost and the timing of improvements shall be included as a condition of development approval. Traffic signals on roads under state jurisdiction shall be determined by the Oregon Department of Transportation.

H. Future Street Plan and Extension of Streets.

1. A future street plan shall be filed by the applicant in conjunction with an application for a subdivision in order to facilitate orderly development of the street system. The plan shall show the pattern of existing and proposed future streets from the boundaries of the proposed land division and shall include other parcels within 500 feet surrounding and adjacent to the proposed land division. The street plan is not binding; rather it is intended to show potential future street extensions with future development.

2. Streets shall be extended to the boundary lines of the parcel or tract to be developed, when the Community Development Director or Planning Commission determines that the extension is necessary to give street access to, or permit a satisfactory future division of, adjoining land. The point where the streets temporarily end shall conform to subparagraphs a through c of this paragraph:

a. These extended streets or street stubs to adjoining properties are not considered to be cul-de-sacs since they are intended to continue as through streets when the adjoining property is developed.

b. A barricade (e.g., fence, bollards, boulders or similar vehicle barrier) shall be constructed at the end of the street by the subdivider and shall not be removed until authorized by the City or other applicable agency with jurisdiction over the street. The cost of the barricade shall be included in the street construction cost.

c. Temporary turnarounds (e.g., hammerhead or bulb-shaped configuration) may be constructed for stub streets over 150 feet in length for a time period of up to two years. The developer shall guarantee conversion of the temporary hammerhead into a cul-de-sac that meets the standards of this Code by posting a performance bond that guarantees the required improvement within the time specified.

I. Street Alignment and Connections.

1. Staggering of streets making "T" intersections at collectors and arterials shall not be designed so that jogs of less than 300 feet on such streets are created, as measured from the centerline of the street.

2. Spacing between local street intersections shall have a minimum separation of 125 feet, except where more closely spaced intersections are designed to provide an open space, pocket park, common area or similar neighborhood amenity. This standard applies to four-way and three-way (off-set) intersections.

3. All local and collector streets which abut a development site shall be extended within the site to provide through circulation unless prevented by environmental or topographical constraints, existing development patterns or compliance with other standards in this Code. This exception applies when it is not possible to redesign or reconfigure the street pattern to provide required extensions. Land is considered topographically constrained if the slope is greater than 15% for a distance of 250 feet or more. In the case of environmental or topographical constraints, the mere presence of a constraint is not sufficient to show that a street connection is not possible. The applicant must show why the environmental or topographic constraint precludes some reasonable street connection.

4. Proposed streets or street extensions shall be located to provide direct access to existing or planned commercial services and other neighborhood facilities, such as schools, shopping areas and parks.

5. In order to promote efficient vehicular and pedestrian circulation throughout the City, the design of subdivisions and alignment of new streets shall conform to the following standards in Chapter 16.120, Access and Circulation: The maximum block length shall not exceed 1,000 feet between street corner lines unless it is adjacent to an arterial street or unless the topography or the location of adjoining streets justifies an exception. The maximum length of blocks along an arterial is 1,800 feet. A block shall have sufficient width to provide for two tiers of building sites unless topography or location of adjoining streets justifies an exception. Exceptions to the above standards may be granted when an accessway is provided at or near mid-block, in conformance with the provisions of Section 16.120.030.

J. Sidewalks, Planter Strips, Bicycle Lanes. Sidewalks, planter strips, and bicycle lanes shall be installed in conformance with the standards in Table 16.136.010, applicable provisions of the Transportation System Plan, the Comprehensive Plan, and adopted street plans. Maintenance of sidewalks, curbs, and planter strips is the continuing obligation of the adjacent property owner.

K. Intersection Angles. Streets shall be laid out so as to intersect at an angle as near to a right angle as practicable, except where topography requires a lesser angle or where a reduced angle is necessary to provide an open space, pocket park, common area or similar neighborhood amenity. In addition, the following standards shall apply:

1. Streets shall have at least 25 feet of tangent adjacent to the right-of-way intersection unless topography requires a lesser distance;
2. Intersections which are not at right angles shall have a minimum corner radius of 20 feet along the right-of-way lines of the acute angle; and
3. Right-of-way lines at intersection with arterial streets shall have a corner radius of not less than 20 feet.

L. Existing Rights-of-Way. Whenever existing rights-of-way adjacent to or within a tract are of less than standard width, additional rights-of-way shall be provided at the time of subdivision or development, subject to the provisions of this chapter.

M. Cul-de-Sacs. A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extension and through circulation.

1. All cul-de-sacs shall terminate with a circular turnaround. Circular turnarounds shall have a radius of no less than 40 feet from center to edge of pavement except that turnarounds that contain a landscaped island or parking bay in their center shall have a minimum radius of 45 feet. When an island or parking bay is provided, there shall be a fire apparatus lane of at least 20 feet in width; and

2. The length of the cul-de-sac shall be measured along the centerline of the roadway from the near side of the intersecting street to the farthest point of the cul-de-sac.

See Section 16.120.020 for fire access and parking area turnaround requirements based on Uniform Fire Code standards, as amended.

N. Grades and Curves. Grades shall not exceed 10% on arterials, 12% on collector streets, or 12% on any other street (except that local or residential access streets may have segments with grades up to 15% for distances of no greater than 250 feet), and:

1. Centerline curve radii shall not be less than 700 feet on arterials, 500 feet on major collectors, 350 feet on minor collectors, or 100 feet on other streets; and

2. Streets intersecting with a minor collector or greater functional classification street, or streets intended to be posted with a stop sign or signalization, shall provide a landing averaging five percent or less. Landings are that portion of the street within 20 feet of the edge of the intersecting street at full improvement.

O. Curbs, Curb Cuts, Ramps, and Driveway Approaches. Concrete curbs, curb cuts, wheelchair, bicycle ramps and driveway approaches shall be constructed in accordance with standards specified in Chapter 16.120, Access and Circulation, and City construction standards.

P. Streets Adjacent to Railroad Right-of-Way. Wherever the proposed development contains or is adjacent to a railroad right-of-way, a street approximately parallel to and on each side of such right-of-way at a distance suitable for the appropriate use of the land shall be created. New railroad crossings and modifications to existing crossings are subject to review and approval by Oregon Department of Transportation.

Q. Development Adjoining Arterial Streets. Where a development adjoins or is crossed by an existing or proposed arterial street, the development design shall separate residential access and through traffic, and shall minimize traffic conflicts. The design shall include one or more of the following:

1. A parallel access street along the arterial with a landscape buffer separating the two streets;

2. Deep lots abutting the arterial or major collector to provide adequate buffering with frontage along another street. Double-frontage lots shall conform to the buffering standards in Chapter 16.164;

3. Screen planting at the rear or side property line to be contained in a non-access reservation (e.g., public easement or tract) along the arterial; or

4. Other treatment suitable to meet the objectives of this subsection;

5. If a lot has access to two streets with different classifications, primary access shall be from the lower classification street, in conformance with Section 16.120.020.

R. Alleys, Public or Private. Alleys shall conform to the standards in Table 16.136.010. While alley intersections and sharp changes in alignment shall be avoided, the corners of necessary alley intersections shall have a radius of not less than 12 feet.

S. Private Streets. Private streets shall not be used to avoid connections with public streets. Gated communities (i.e., where a gate limits access to a development from a public street) are

prohibited. Design standards for private streets are the same as design standards for public streets and shall conform to the provisions of Table 16.136.010.

T. Street Names. Street naming and numbering in the City of Warrenton (and Hammond) shall follow the uniform system of the City's addressing ordinance (Ord. No. 359-A). Street names, signs and numbers shall conform to the City's addressing ordinance.

U. Survey Monuments. Upon completion of a street improvement and prior to acceptance by the City, it shall be the responsibility of the developer's registered professional land surveyor to provide certification to the City that all boundary and interior monuments shall be reestablished and protected.

V. Street Signs. The City, county or state with jurisdiction shall install all signs for traffic control and street names. The cost of signs required for new development shall be the responsibility of the developer. Street name signs shall be installed at all street intersections. Stop signs and other signs may be required.

W. Mail Boxes. Plans for mail boxes to be used shall be approved by the United States Postal Service.

X. Street Light Standards. Street lights shall be installed in accordance with City standards.

Y. Street Cross-Sections. The final lift of asphalt or concrete pavement shall be placed on all new constructed public roadways prior to final City acceptance of the roadway and within one year of the conditional acceptance of the roadway unless otherwise approved by the City-appointed engineer.

1. Sub-base and leveling course shall be of select crushed rock;
2. Surface material shall be of Class C or B asphaltic concrete;
3. The final lift shall be Class C asphaltic concrete as defined by O.D.O.T/A.P.W.A. standard specifications;
4. No lift shall be less than one and one-half inches in thickness; and
5. All streets shall be developed in accordance with City of Warrenton construction standards.

Section 2. Warrenton Municipal Code 16.216.020 General Requirements is hereby amended as follows:

A. Subdivision and Partition Approval Through Two-step Process. Applications for subdivision or partition approval shall be processed through a two-step process: the preliminary plat and the final plat.

1. The preliminary plat shall be approved before the final plat can be submitted for approval consideration; and

2. The final plat shall include all conditions of approval of the preliminary plat.

B. Compliance with ORS Chapter 92. All subdivision and partition proposals shall be in conformance to state regulations set forth in Oregon Revised Statutes (ORS) Chapter 92, Subdivisions and Partitions.

Future Re-Division Plan. When subdividing or partitioning tracts into large lots (i.e., greater than two times or 200% the minimum lot size allowed by the underlying land use district), the City shall require that the lots be of such size, shape, and orientation as to facilitate future re-division in accordance with the requirements of the land use district and this Code. A re-division plan shall be submitted which identifies:

1. Potential future lot division(s) in conformance with the housing and density standards of Division 2.
2. Potential street right-of-way alignments to serve future development of the property and connect to adjacent properties, including existing or planned rights-of-way.
3. A disclaimer that the plan is a conceptual plan intended to show potential future development. It shall not be binding on the City or property owners, except as may be required through conditions of land division approval. For example, dedication and improvement of rights-of-way within the future plan area may be required to provide needed secondary access and circulation.

C. Lot Size Averaging. Single-family residential lot size may be averaged to allow lots less than the minimum lot size in the residential district, as long as the average area for all lots is not less than allowed by the district. No lot created under this provision shall be less than 80% of the minimum lot size allowed in the underlying district. For example, if the minimum lot size is 5,000 square feet, the following three lots could be created: 4,000 square feet, 5,000 square feet, and 6,000 square feet.

D. Temporary Sales Office. A temporary sales office in conjunction with a subdivision may be approved as set forth in Section 16.240.010, Temporary Use Permits.

E. Minimize Flood Damage. All subdivisions and partitions shall be designed based on the need to minimize the risk of flood damage. Development in a flood hazard designation shall comply with the standards of Chapter 16.88, Flood Hazard Overlay (FHO) District, and Federal Emergency Management Agency requirements, including fill to elevate structures above the base flood elevation.

F. Determination of Base Flood Elevation. Shall comply with Chapter 16.88 of the Warrenton Development Code.

G. Need for Adequate Utilities. Shall comply with Chapters 16.136 and 16.216.

H. Need for Adequate Drainage. All subdivision and partition proposals shall comply with Chapter 16.140.

I. Residential Neighborhood Parks. ~~A proposed subdivision which exceeds 50 lots and is more than one mile of an existing park, shall place a neighborhood park within the subdivision.~~

~~1. Size.~~

~~a. 30,000 square feet for the first 50 lots;~~

~~b. For each additional 50 lots an additional 10,000 square feet shall be added to the size of the park; or~~

~~c. The park may be divided and placed to create more than one park in the subdivision.~~

~~2. Location. The neighborhood park shall be located in the proposed subdivision which is easily accessible to its users.~~

~~3. Maintenance. The neighborhood park shall be the responsibility of the Homeowners Association and/or the CC&Rs of the subdivision, unless dedicated to the City.~~

Open space shall provide opportunities for active and/or passive recreation and may include existing stands of trees, resource areas, and storm water facilities as outlined in this section. Active open space shall allow human activities including recreational and social opportunities such as play fields, playgrounds, swimming pools, plazas and other recreational facilities. Open space may also be passive and include human activities limited to walking, running, and cycling, seating areas and wildlife viewing or natural areas such as a wetland.

1. A proposed subdivision preliminary plat with 20 lots or more shall provide baseline active open space of an area equal to at least five percent of the subject site.
2. Active open space shall be easily accessible, physically or visually, to all members of the planned community via a minimum thirty (30) foot wide street frontage or access easement.
3. Active open space areas shall have a dedicated meter and underground irrigation system to ensure adequate water supply during establishment period (3-years) and during periods of drought for all newly planted areas.
4. Active open space shall be no smaller than the minimum lot size requirement of the underlying zoning district with a minimum width 40 feet.
5. Active open space may abut a Collector or greater classified street as identified in the City's adopted Transportation System Plan, when separated from the street by a constructed barrier, such as a fence or wall, at least three (3) feet in height.
6. Active Open Space shall be physically accessible to all residents of the development.
7. Active open space shall include physical improvements to enhance the area. Physical improvements may include; benches, gazebos, plazas, picnic areas, playground equipment, sport courts, play fields, or other items permitted by the Planning Commission.
8. An association of owners or tenants, created as a non-profit corporation under the laws of the state (ORS 94.572) which shall adopt and impose articles of incorporation and bylaws and adopt and impose a declaration of covenants and restrictions on the common open

space that is acceptable to the City Attorney as providing for the continuing care of the space. Any subsequent changes to such CC&Rs regarding the active open space must be approved by the City Attorney. Such an association shall be formed and continued for the purpose of maintaining the common open space and shall provide for City intervention and the imposition of a lien against the entire subdivision development in the event the association fails to perform as required; or

9. A public agency which agrees to maintain the dedicated active open space and any buildings, structures, or other improvements which have been placed on it.
10. Dedicated active open space shall be protected by Covenants (CC&Rs) or deed restriction to prevent any future commercial, industrial, or residential development.

J. Street Names.

1. All proposed streets west of Main Avenue shall have a tree or plant life name; and all proposed streets between Highway 101 and Main Avenue shall have a “nautical” name.
2. All proposed streets shall have directional prefixes as part of the street name (i.e., E, NE, SW, S).
3. All proposed streets east of Highway 101 shall follow the street naming procedure as outlined below:

a. Proposed street names shall be submitted as part of a subdivision or partition application to the Planning and Building Department. The request shall include the proposed name(s), the specific street location and brief but complete background information on the name and how it meets the street name policy. If the new street name is indicated on the proposed plat at the time of the land use application it shall be labeled “proposed,” such as “proposed Willener Court.”

b. Streets shall generally be named after people, places, events, and things related to the City and the citizens of Warrenton. Proposed names should meet one of the following criteria:

- i. To honor and commemorate noteworthy persons associated with the City of Warrenton, Clatsop County, and the State of Oregon;
- ii. To commemorate local history, places, events or culture;
- iii. To strengthen neighborhood identity; or
- iv. To recognize native wildlife, flora, fauna or natural features related to the community and the City of Warrenton.

Consideration should be given to names of local area or historic significance. Names of living persons should be used only in exceptional circumstances. Only a person’s last name should be used as a street name unless additional identification is necessary to prevent duplications of existing street names in Warrenton and Clatsop County.

c. Names to Avoid.

- i. Street names being a duplicate of an existing street in the City of Warrenton or in Clatsop County shall be avoided.

- ii. Similar sounding names such as Beach Avenue and Peach Avenue, Maywood Court and Maywood Lane shall be avoided.
- iii. Cumbersome, corrupted or modified names, discriminatory or derogatory names, from the point of view of race, sex, color, creed, political affiliation or other social factors, shall be avoided.
- iv. Names for public streets that could be construed as advertising a particular business shall be avoided.
- v. The reuse of a former street name should be discouraged because of the confusion this causes in property records management and fire and police protection.
- d. Street Type Designations. Depending on roadway function, length and configuration, designations exist to define the character of a street. The following designations shall be used:
 - i. Avenue. A public or City right-of-way that runs in a north-south direction (except for the Hammond area, which has avenues going east-west).
 - ii. Street. A public or City right-of-way that runs generally in an east-west direction.
 - iii. Boulevard. A major landscaped arterial that carries moderate to heavy volumes of traffic at moderate to high speeds.
 - iv. Court. A local road that is of short length, that carries a low volume of traffic at low speeds, with no cross streets and generally terminates in a cul-de-sac.
 - v. Drive, Parkway, Trail. A meandering collector or arterial that carries low, moderate or high volumes of traffic at low, moderate or high speeds.
 - vi. Lane. A local road that is of short length, that carries a low volume of traffic, at low speeds, and generally terminates in a cul-de-sac.
 - vii. Place, Way. A local road that is of a short length and carries low volumes of traffic at low speeds.
 - viii. Terrace, Gardens, Grove, Heights. For low-volume, short-length streets.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this ordinance shall remain valid and in full force and effect.

Section 3. Effective Date. This ordinance shall be effective 30 days after the second reading.

ADOPTED by the City of Warrenton, Oregon, this _____ day of _____, 201_.

First Reading: _____

Second Reading: _____

Approved:

Henry A. Balensifer, Mayor

Attest:

Dawne Shaw, Deputy City Recorder



**CITY OF WARRENTON
PUBLIC WORKS**

Agenda Item 8-C

Agenda Item Memorandum

TO: The Honorable Mayor and Members of the Warrenton City Commission
Linda Engbretson, City Manager

From: Collin Stelzig, PE, Public Works Director

Date: January 9, 2018

Subj: Water Meter Replacement – Award of Contract

Summary:

On January 4, 2017, bids were opened for the Water Meter Replacement Project.
_____ was the lowest responsive bidder.

Attached to this Agenda Item Memorandum are the bid summary and recommendation for bid award letter for this project

Recommendation

Staff recommends the following motions;

“I move to approve awarding the contract for the Water Meter Replacement Project to
_____ for the amount of \$ _____.”

Alternative

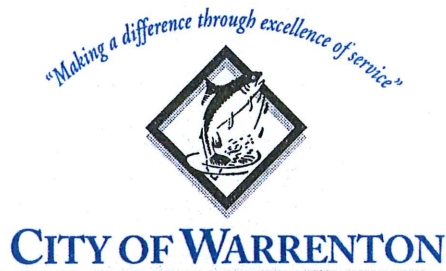
- 1) Other action as deemed appropriate by the City Commission
- 2) None recommended

Fiscal Impact

Funds for this project are budgeted in the current fiscal year’s Water Fund under the ongoing meter replacement program 025-430-371004.

Approved by City Manager: Linda Engbretson

8-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jane Sweet Harbormaster

DATE: Commission Meeting January 9, 2018

SUBJ: Permission to apply for Oregon State Facility Grant for assistance with the Hammond Dredging project.

SUMMARY: I would like to ask the Warrenton City Commission for permission to apply for an OSMB Facility Grant to aid the City with the cost of dredging the Hammond Marina.

On November 30, 2017 an email was sent from Janine Belleque, Boating Facilities Manager, with the OSMB, stating the Marine board will be accepting grant applications until February 1, 2018 with approximately \$800,000 of state and federal funding available to facilities during this cycle.

I would like the Commission's approval to apply for grant funding to aid with the cost of dredging in the Hammond Marina. I am aware in order for the dredging to take place permission will also be needed from the USACE.

RECOMMENDATION/SUGGESTED MOTION: "I move to allow Jane Sweet, Harbormaster, City of Warrenton, to pursue additional grant funding from the Oregon State Marine Board to aid in the funding of dredging the Hammond Marina."

ALTERNATIVE

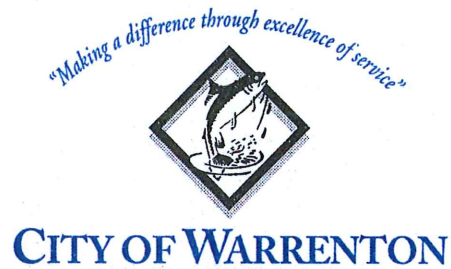
None Recommended

FISCAL IMPACT: Extra Funding for the Hammond Marina Dredging Project.

Approved by City Manager:  _____

All supporting documentation, i.e., maps, exhibits, etc., should be attached to the memorandum.

8-E



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jane Sweet Harbormaster

DATE: Commission Meeting January 9, 2018

SUBJ: Warrenton Work Pier Upgrade

SUMMARY: Discuss the proposal for Marine Engineering Services for the Warrenton Marina pier upgrade received from BergerABAM in a proposal letter dated September 27, 2017.

In July of 2017 the City of Warrenton received a Condition Survey and Load Rating Report for the Warrenton Marina Work Pier. The overall ratings were assigned for three distinct sections of the pier: the west trestle, the work pier, and the east trestle. BergerABAM assigned ratings of: good, satisfactory, fair, poor, serious and critical.

Overall, the west trestle, work pier, and east trestle are in fair, satisfactory and good condition respectively. The majority of the structural elements exhibit no defects or

only minor damage. With typical maintenance and repair activities, further accelerated deterioration can be prevented at the areas with minor to moderate damage, and the long-term functionality of the structure can be achieved.

There are some localized areas of moderate, major and severe damage that will be requiring repairs in the short-term. The proposal letter dated September 27, 2017 outlines the scope of services listing Tasks 1 – 4 and outlined phases of work to be performed.

RECOMMENDATION/SUGGESTED MOTION: “I move to accept the Proposal for Marine Engineering Services dated September 27, 2017, from Berger ABAM in the amount of \$44,500 to aid in the short-term and long-term achievement in functionality of the Warrenton Work Pier.

ALTERNATIVE

None Recommended

Maura

FISCAL IMPACT: \$44,500. To be spent from the Warrenton Capital Improvement Fund.

Approved by City Manager: *Linda Engleton*

All supporting documentation, i.e., maps, exhibits, etc., should be attached to the memorandum.

27 September 2017

Ms. Jane Sweet
Harbormaster
225 S. Main Ave.
Warrenton, OR 97146

Re: Proposal for Marine Engineering Services –Warrenton Marina Work Pier Upgrade

Dear Ms. Sweet:

BergerABAM is pleased to present this proposal to provide professional engineering services for the City of Warrenton.

PROJECT UNDERSTANDING

In March of this year BergerABAM performed a Level I Routine Above-water Inspection of the work pier located at the Warrenton Marina, and in July we delivered a Condition Survey and Load Rating Report describing the findings of our inspection and the results of the load rating analysis. The scope of our previous services included the inspection and analysis, as well as the provision of repair recommendations. It did not include repair or upgrade details in the event that the inspection and analysis produced results that were less than satisfactory given your current and future use requirements for the pier.

The inspection indicated localized areas of moderate, major, and severe damage or deterioration. The analysis indicated a load rating far lower than the City desires for the pier. The extreme low rating is due to the localized areas of damage. If these damaged areas are repaired, or cordoned off so that access cannot be gained, the overall pier rating will be improved. This improved load rating, however, would still be lower than ultimately desired by the City. You have requested that we prepare a program that would include a phased approach to the repair and upgrades that would be needed to ultimately increase the load rating such that a 32,000-pound gross vehicle weight (GVW) vehicle would be permitted on the pier. The phased approach would be used so that repairs and/or upgrades can be performed incrementally as funds become available.

Phase 1

Phase 1 will include repair of the moderate, major, and severe deterioration noted in the report. If the City performs the repairs that are controlling the pier's current load rating, the overall rating can be increased to 95 pounds per square foot (psf) uniform load and 12,300 pounds GVW. This load rating will be controlled by the West Trestle portion of the structure.

Phase 1 will require in-water work that we assume can be permitted through the US Army Corps of Engineers Nationwide Permit 3 for maintenance and repair.

Phase 2

Phase 2 involves the upgrade of the pier such that a GVW rating of 18,900 pounds can be achieved. This load rating will be controlled by the East Trestle portion of the structure. Note that the West Trestle will be capable of supporting a GVW of 32,000 pounds, but the rest of the structure will not be until Phase 3 is complete.

Phase 3

Phase 3 involves the upgrade of the pier such that a GVW rating of 32,000 pounds can be achieved throughout the structure.

This proposal includes the preparation of the program, final design of Phase 1, preliminary design of Phases 2 and 3, and construction support services for Phase 1. This proposal also included the preparation of a permitting matrix, which will outline the permits required for each phase, with the permit-triggering activities identified. This proposal does not include preparation of permit applications for any phase, but BergerABAM can provide these services for this project if the City desires, as an amendment to this scope of services.

The following is our specific scope of services.

SCOPE OF SERVICES

TASK 1 - PROJECT MANAGEMENT

Project Management. This task includes project coordination, staff scheduling, client communication, invoicing, schedule and budget monitoring, and administration of the Quality Assurance/Quality Control plan. At the onset of the project, we will conduct a kick-off telephone conference with you to determine what, if any, repairs have been made to the structure since delivery of the Condition Survey and Load Rating Report, and to review the phased program and deliverable expectations. We will prepare meeting minutes and will deliver these via email.

TASK 2 - PHASE 1 REPAIR PROGRAM

Task 2.1 - Phase 1 Repair Program

BergerABAM will prepare construction-ready repair details for the moderate, major, and severe deterioration noted in the report, as well as an opinion of the probable cost of construction (OPCC) for these repairs. Initially we will prepare the details in preliminary form, and deliver them to the City for review. We anticipate that the City will determine which repairs can be completed by the City's own crews, and which will require the services of a contractor. Once this

delineation has been made, we will separate the repairs and finalize the details, specifications, and OPCC into two packages, one for City self-performance and one for public bid or for direct appoint to a contractor.

Deliverables

- *Preliminary repair details and preliminary OPCC for Phase 1.*
- *Final details, specifications, and OPCC for City self-perform package (stamped & sealed).*
- *Final details, specifications, and OPCC for contractor-perform package (stamped & sealed).*

Task 2.2 – Phase 1 Construction Services and Load Rating

This task will include construction support services for both City self-performed work and for contractor-performed work. We will respond to requests for information and will review product submittals. We will visit the site one time to observe construction. Upon completion of all repairs, we will update the pier load rating and deliver a new load rating report.

TASK 3 – PHASES 2 AND 3 REPAIR PROGRAM

BergerABAM will prepare preliminary upgrade details and OPCC for the work of Phases 2 and 3 as defined above. This information will be produced in the form of a technical memorandum. This memorandum will also discuss the anticipated duration of construction activities, by phase. We will produce a draft memorandum for the City's review and will incorporate any comments into, and deliver, a final memorandum via email.

Because we anticipate that the Phase 2 and 3 upgrades will be performed over time as funds are allocated, this scope includes only preliminary design. Final design can be performed by BergerABAM through an amendment to this scope of services. This is intended to allow the City flexibility with regard to the project phasing, both in terms of design and construction.

Deliverables

- *Preliminary technical memorandum.*
- *Final technical memorandum.*

ASSUMPTIONS

This scope of services and the associated fee budget are based on the assumptions that follow.

- BergerABAM will base the repair and upgrade programs based on the Condition Survey and Load Rating Report produced by us and based on further minor refinement of this scope during the project kick-off meeting.
- This scope does not include any visits to the project site, other than the one visit included in Task 2.2.

TASK 4 – PERMIT MATRIX

BergerABAM will prepare a matrix outlining the permits required for the project, the associated timelines, and the associated agency fee. The matrix will identify the permits required by phase as described above, and will indicate the construction activity in each phase that triggers the permit requirement.

Deliverables

- *Draft Permit Matrix (delivered with Preliminary Phase 1 documents) in Adobe PDF format*
- *Final Permit Matrix (delivered following City review and comment period) in Adobe PDF format*

COMPENSATION

Compensation for these services will be performed for a lump sum fee of \$44,500.

We assume that this letter proposal will be included, in whole, as the scope of services to be performed, and attached to the City's standard Contract for Professional Consulting Services.

Thank you for this opportunity. If you have any questions or comments regarding this proposal, please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to read "H. Wells", with a stylized flourish at the end.

Howard A. "Hod" Wells, P.E., LEED AP
Sr. Project Manager

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract made and entered into this 9th day of January, 2018, by and between the City of Warrenton , a municipal corporation of the State of Oregon, hereinafter called "AGENCY", and BergerABAM, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the AGENCY 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 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. CONSULTANT SERVICES:

A. 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. See Attachment Exhibit A.

2. COMPENSATION

A. The AGENCY agrees to pay CONSULTANT a total not-to-exceed price of \$44,500 for performance of the Warrenton Pier engineering upgrades;

B. The CONSULTANT will submit a final invoice 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. AGENCY 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. AGENCY'S REPRESENTATIVE

For purposes hereof, the AGENCY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Howard A. "Hod" Wells.

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 AGENCY 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 AGENCY for any purpose, AGENCY 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 AGENCY or third party) as result of said finding and to the full extent of any payments that AGENCY 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 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 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 Urban Renewal Agency, 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 AGENCY, 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 AGENCY, the following insurance:

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

occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

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

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

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

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

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

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

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

ATTEST:

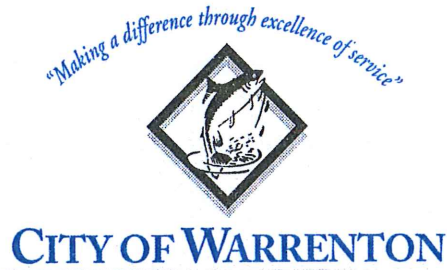
By: _____
Henry A. Balensifer III, Mayor Date

Dawne Shaw, Deputy City Recorder Date

CONTRACTOR:

By: _____
Printed Name: _____ Date
Title: _____

8-6



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, Deputy City Recorder

DATE: January 9, 2018

SUBJ: Advisory Boards – Terms of Office

SUMMARY

The City Commission made several appointments to various City advisory boards at the December 12, 2017 City Commission meeting. The attached resolutions confirm the appointments and terms of office.

There remains two vacancies on the Community Center Board, three vacancies on the Parks Advisory Board, and three vacancies on the WBA.

RECOMMENDATION/SUGGESTED MOTION

“I move to adopt Resolution No. 2509; Authorizing Appointments to Fill Positions on the Warrenton Budget Committee and Setting Terms of Office.”

"I move to adopt Resolution No. 2510; Authorizing Appointments to Fill Positions on the Warrenton Community Center Advisory Board and Setting Terms of Office."

"I move to adopt Resolution No. 2511; Authorizing Appointments to Fill Positions on the Warrenton Planning Commission and Setting Terms of Office."

"I move to adopt Resolution No. 2512; Authorizing Appointments to Fill Positions on the Warrenton Parks Advisory Board and Setting Terms of Office."

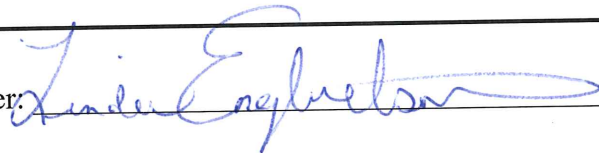
ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Linda Engstrom", is written over a horizontal line within a rectangular box.

RESOLUTION NO. 2509

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON BUDGET COMMITTEE
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Budget Committee Members and their terms of office are as follows:

Position No. 1	Rebecca Hoth,	term ending 31, December 2019
Position No. 2	Paul Mitchell,	term ending 31, December 2020
Position No. 3	Gerald Poe,	term ending 31, December 2018
Position No. 4	Flint Carlson,	term ending 31, December 2020
Position No. 5	Dan Jackson,	term ending 31, December 2019

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this ____ day of _____, 2018.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2510

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON COMMUNITY CENTER ADVISORY BOARD
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Community Center Advisory Board Members and their terms of office are as follows:

Position No. 1	Frank Becker,	term ending 31, December 2020
Position No. 2	Ronald LeChurch	term ending 31, December 2021
Position No. 3	Carol Snell,	term ending 31, December 2018
Position No. 4	Lorna Anderson,	term ending 31, December 2020
Position No. 5	Melvin Jasmin,	term ending 31, December 2019
Position No. 6	VACANT	term ending 31, December 2020
Position No. 7	VACANT	term ending 31, December 2020

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2018.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2511

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON PLANNING COMMISSION
AND SETTING TERMS OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Planning Commission Members and their terms of office are as follows:

Position No. 1	Vince Williams,	term ending 31, December 2020
Position No. 2	Christine Bridgens,	term ending 31, December 2020
Position No. 3	Chris Hayward,	term ending 31, December 2021
Position No. 4	Michael Moha,	term ending 31, December 2018
Position No. 5	Ken Yuill,	term ending 31, December 2018
Position No. 6	Paul Mitchell,	term ending 31, December 2019
Position No. 7	Ryan Lampi,	term ending 31, December 2019

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2018.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

RESOLUTION NO. 2512

INTRODUCED BY: All Commissioners

**AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON
THE WARRENTON PARKS ADVISORY BOARD AND SETTING TERMS
OF OFFICE**

BE IT RESOLVED, by the City Commission that the Warrenton Parks Advisory Board Members and their terms of office are as follows:

Position No. 1	Christie Schreckengost,	term ending 31, December 2018
Position No. 2	Chris Palmer,	term ending 31, December 2018
Position No. 3	VACANT,	term ending 31, December 2019
Position No. 4	Bert Little,	term ending 31, December 2019
Position No. 5	Carol Snell,	term ending 31, December 2020
Position No. 6	VACANT,	term ending 31, December 2020
Position No. 7	VACANT,	term ending 31, December 2020

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this _____ day of _____, 2018.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder