

*"Making a difference through excellence of service"*



## **CITY OF WARRENTON**

### **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

April 24, 2018 – 6:00 P.M.

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

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1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. Monthly Finance Report – March 2018
- B. Police Department Monthly Statistics – March 2018
- C. Fire Department Activity Report – March 2018

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, prior to the meeting. 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.

6. **PUBLIC HEARINGS** - Development Code Amendments – Flood Insurance Rate Study & Maps 2018; Ord. No. 1220

7. **BUSINESS ITEMS**

- A. Consideration of Determination of Nuisance – 238 S. Main
- B. Consideration of Determination of Nuisance – 925 E Harbor Dr.
- C. Grant Application for Concept Plan – Yuill Zone Change

- D. Consideration of Performance Agreement – Kalmia Subdivision
- E. Consideration of Hammond Boat Basin Dredging Assessment Project – Phase 2
- F. Update on King Salmon Development

**8. DISCUSSION ITEMS**

**9. GOOD OF THE ORDER**

**10. 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.**

Volume 11, Issue 9

**Monthly Finance Report**  
**March 2018**

April 24, 2018

**Economic Indicators**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.92%	1.21%
Columbia Bank:	n/a	.05%
◆ Prime Rate:	4.75%	4.00%
◆ CPI-U change:	2.4%	2.4%
◆ Unemployment Rates:		
Clatsop County:	not avail.	3.8%
Oregon:	not avail.	4.1%
U.S.:	not avail.	4.5%

**Department Statistics**

◆ Utility Bills mailed	3,354
◆ New Service Connections	3
◆ Reminder Letters	326
◆ Door Hangers	59
◆ Water Service Discontinued	8
◆ Walk-in counter payments	681
◆ Mail payments	1,270
◆ Auto Pay Customers/pmts	593
◆ Online (Web) payments	612
◆ Phone payments	104

**Current and Pending Projects**

- ◆ 2018-2019 Budget Preparation
- ◆ 2019-2024 Capital Improvement Program

**Financial Narrative as of March 31, 2018**

**Note:** Revenues and expenses should track at 9/12 or 75% of the budget.

**General Fund:** Year to date revenues amount to \$3,005,457, which is 77.8% of the budget, compared to the prior year amount of \$2,933,591, which was 80% of the budget and are up by \$71,866. Increases are shown in property taxes, city franchise fees, transient room tax, state revenue sharing, community development fees, police charges, fire charges, leases and interest and are offset by decreases in franchise fees, municipal court, and miscellaneous.

Expenses year to date amount to \$3,009,944, which is 68.9% of the budget, compared to the prior year amount of \$2,986,715, which was 69.2% of the budget. All departments are tracking at or under budget. Ending fund balance decreased during the year in the amount of \$4,487.

**WBA:** Business license revenue amounts to \$52,875 compared to \$49,090 last year at this time, a difference of \$3,785. The number of business licenses issued year to date is 560, compared to 604 at this time last year. Year to date expenses exceed revenues by \$33,857 and reduces fund balance by the same.

**Building Department:** Permit revenues this month amount to \$10,673 and \$185,828 year to date, which is 106.8% of the budgeted amount. Last year to date

permit revenue was \$167,594. Year to date expenses exceed revenues by \$14,491 and reduces fund balance by the same.

**State Tax Street:** State gas taxes received this month amount to \$27,378 for fuel sold in February and \$217,371 year to date. City gas taxes received this month amount to \$25,492 for fuel sold in January and are \$212,282 year to date.

**Warrenton Marina:** Total revenues to date are \$478,085, 89.8% of the budgeted amount, compared to the prior year amount of \$476,500 and was 97.4% of the budgeted amount. There is \$42,414 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$294,533, 102.3% of the budgeted amount, compared to the prior year amount of \$270,825 and was 99.7% of the budgeted amount. There is \$2,781 in moorage receivables outstanding.

Of the total outstanding receivables \$28,357 is over 90 days old.

**Water Fund:** Utility fees charged this month are \$117,539 and \$72,852 and \$1,319,844 and \$971,470 year to date, for in-city and out-city respectively and totals \$2,291,314 and is 82.4% of the budget. Last year at this time year to date fees were \$1,201,278 and \$860,487, for in-city and out-city, respectively, and

totaled \$2,061,765.

**Sewer Fund:** Utility fees charged this month are \$172,533 and \$1,599,923 year to date, which is 79% of the budget. Last year at this time year to date fees were \$1,487,821. Shoreline Sanitary Fees year to date are \$90,901. Septage revenue year to date is \$217,980 and is 69% of the budget. Total revenues year to date are \$2,433,569 compared to \$2,641,751 at this time last year. Revenues include loan proceeds received for the Core Conveyance Project.

**Storm Sewer:** Utility Fees (20% of sewer fees) this month are \$34,501 and \$319,942 year to date and is 78.9% of the budget. Last year to date revenues were \$297,476 which was 78.8% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$75,087 and \$15,302, and \$682,887 and \$137,096, year to date, and are 76.7% and 74.3% of the budget, respectively.

**Community Center:** Rental revenue to date is \$13,994 and represents 112% of the budget. Last year at this time rental revenue was \$9,536 and up by \$4,458. Total expenses are \$15,369 and total revenues are \$18,756, increasing fund balance by \$3,387.

**Financial data as of March 2018**

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,474,688	1,306,042	790,000	165.32	
Plus: Revenues	155,461	3,005,457	3,864,488	77.77	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	8,697	79,048	131,566	60.08	
Admin/Comm/Fin(ACF)	65,599	756,645	1,094,696	69.12	
Planning	16,705	119,835	185,068	64.75	
Police	171,215	1,265,106	1,823,175	69.39	
Fire	57,295	607,116	852,775	71.19	
Parks	9,083	85,616	163,825	52.26	
Transfers	-	96,578	120,949	79.85	
Total Expenditures	328,594	3,009,944	4,372,054	68.85	
Ending Fund Balance	1,301,555	1,301,555	282,434	460.84	

	WBA				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	69,449	103,694	108,000	96.01	298,967	293,155	293,155	100.00
Plus: Revenues	2,274	53,980	48,850	110.50	11,034	188,752	174,814	107.97
Less: Expenditures	1,886	87,837	151,206	58.09	31,336	203,243	322,627	63.00
Ending Fund Balance	69,837	69,837	5,644	1,237.37	278,665	278,664	145,342	191.73

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,562,506	1,384,545	1,000,000	138.45	284,106	188,461	190,000	99.19
Plus: Revenues	55,409	447,167	638,132	70.07	19,917	478,085	532,175	89.84
Less: Expenditures	17,831	231,628	1,445,923	16.02	41,228	403,751	630,947	63.99
Ending Fund Balance	1,600,084	1,600,084	192,209	832.47	262,795	262,795	91,228	288.06

## Financial data as of March 2018, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	198,576	140,032	140,000	100.02	1,627,133	1,841,311	1,000,000	184.13
Plus: Revenues	3,798	294,533	287,801	102.34	199,488	2,438,297	5,652,800	43.13
Less: Expenditures	23,384	255,575	408,324	62.59	165,754	2,618,741	6,033,428	43.40
Ending Fund Balance	<u>178,990</u>	<u>178,990</u>	<u>19,477</u>	<u>918.98</u>	<u>1,660,867</u>	<u>1,660,867</u>	<u>619,372</u>	<u>268.15</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,507,448	1,664,745	1,500,000	110.98	500,695	330,759	290,000	114.05
Plus: Revenues	211,750	2,433,569	3,079,128	79.03	35,102	323,682	406,000	79.72
Less: Expenditures	112,569	2,491,685	3,418,202	72.89	12,698	131,342	539,327	24.35
Ending Fund Balance	<u>1,606,629</u>	<u>1,606,629</u>	<u>1,160,926</u>	<u>138.39</u>	<u>523,099</u>	<u>523,099</u>	<u>156,673</u>	<u>333.88</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	380,102	371,081	320,000	115.96	13,141	10,436	7,800	133.79
Plus: Revenues	91,244	834,384	1,077,000	77.47	3,226	18,756	15,830	118.48
Less: Expenditures	77,056	811,175	1,218,610	66.57	2,544	15,369	22,550	68.16
Ending Fund Balance	<u>394,290</u>	<u>394,290</u>	<u>178,390</u>	<u>221.03</u>	<u>13,823</u>	<u>13,823</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	40,462	41,731	39,000	107.00	293,510	405,798	266,299	152.38
Plus: Revenues	1,448	60,915	86,793	70.18	4,992	8,465	1,922,122	0.44
Less: Expenditures	7,115	67,851	90,599	74.89	16,884	132,645	2,188,421	6.06
Ending Fund Balance	<u>34,795</u>	<u>34,795</u>	<u>35,194</u>	<u>98.87</u>	<u>281,618</u>	<u>281,618</u>	<u>-</u>	<u>-</u>

## Financial data as of March 2018, continued

## (\$) Cash Balances as of March, 2018

General Fund	1,529,519	Warrenton Marina	223,363	Storm Sewer	478,666
WBA	70,417	Hammond Marina	176,119	Sanitation Fund	302,823
Building Department	296,040	Water Fund	711,349	Community Center	17,307
State Tax Street	1,602,522	Sewer Fund	1,265,987	Library	35,771

## Warrenton Urban Renewal Agency

Capital Projects	292,003
Debt Service	1,450,878

General Fund Revenues	Collection Frequency	2017-2018 Budget	Actual as a	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				March 2018	March 2017	
Property taxes-current	AP	904,940	99.31	898,741	846,696	6,199
Property taxes-prior	AP	35,000	69.83	24,442	20,957	10,558
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	543,000	62.24	337,975	380,832	205,025
COW - franchise fees	M	136,414	79.12	107,936	100,815	28,478
Transient room tax	Q	508,402	67.96	345,506	324,234	162,896
Liquor licenses	A	650	107.69	700	650	(50)
State revenue sharing	MQ	130,267	64.93	84,576	74,946	45,691
Municipal court	M	119,400	58.65	70,023	75,681	49,377
Community development fees	I	35,000	72.40	25,339	19,284	9,661
Police charges	I	8,750	517.10	45,246	7,214	(36,496)
Fire charges	SM	95,240	105.41	100,390	64,387	(5,150)
Park charges	I	-	0.00	125	275	
Miscellaneous	I	1,200	1025.17	12,302	14,830	(11,102)
Interest	M	10,000	123.01	12,301	8,319	(2,301)
Lease receipts	M	209,529	75.21	157,581	157,326	51,948
<b>Sub-total</b>		<b>2,737,792</b>	<b>81.20</b>	<b>2,223,183</b>	<b>2,096,446</b>	<b>514,609</b>
Transfers from other funds	I	32,000	80.09	25,629	-	6,371
Overhead	M	1,094,696	69.12	756,645	837,145	338,051
<b>Total revenues</b>		<b>3,864,488</b>	<b>77.77</b>	<b>3,005,457</b>	<b>2,933,591</b>	<b>859,031</b>

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.

3-B



# WARRENTON POLICE DEPARTMENT MARCH 2018 STATISTICS



APRIL 24, 2018

March Statistics (% changes are compared to 2017)							
Category	2018	2017	%Chg	2016	%Chg	2015	%Chg
Calls for Service	<b>772</b>	638	<b>21%</b>	716	<b>8%</b>	621	<b>24%</b>
Incident Reports	<b>160</b>	217	<b>-26%</b>	143	<b>12%</b>	127	<b>26%</b>
Arrests/Citations	<b>84</b>	88	<b>-5%</b>	111	<b>-24%</b>	79	<b>6%</b>
Traffic Events	<b>267</b>	174	<b>53%</b>	260	<b>3%</b>	157	<b>70%</b>
DUII Calls	<b>4</b>	4	<b>0%</b>	5	<b>-20%</b>	2	<b>100%</b>
Traffic Accidents	<b>18</b>	20	<b>-10%</b>	13	<b>38%</b>	41	<b>-56%</b>
Property Crimes	<b>59</b>	46	<b>28%</b>	92	<b>-36%</b>	79	<b>-25%</b>
Disturbances	<b>75</b>	68	<b>10%</b>	73	<b>3%</b>	49	<b>53%</b>
Drug/Narcotics Calls	<b>7</b>	4	<b>75%</b>	6	<b>17%</b>	4	<b>75%</b>
Animal Complaints	<b>25</b>	19	<b>32%</b>	27	<b>-7%</b>	14	<b>79%</b>
Officer O.T.	<b>64.4</b>	214.3	<b>-70%</b>	107.5	<b>-40%</b>	34.75	<b>85%</b>
Reserve Hours	<b>13</b>	16.5	<b>-21%</b>	57	<b>-77%</b>	82.5	<b>-84%</b>

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	553	517	772						
Incident Reports	177	138	160						
Arrests/Citations	91	49	84						
Traffic Events	152	161	267						
DUII Calls	4	1	4						
Traffic Accidents	13	17	18						
Property Crimes	86	58	59						
Disturbances	50	58	75						
Drug/Narcotics Calls	7	5	7						
Animal Complaints	17	17	25						
Officer O.T.	173	222.75	64.4						
Reserve Hours	18.5	24	13						

Oct	Nov	Dec	2018 YTD	2018 Estimate	2017	2018 v 2017	2016	2018 v. 2016	2015	2018 v. 2015
			1842	7368	7982	-8%	8239	-11%	8317	-11%
			475	1900	1739	9%	1749	9%	1515	25%
			224	896	961	-7%	925	-3%	994	-10%
			580	2320	2407	-4%	2353	-1%	2220	5%
			9	36	37	-3%	15	140%	14	157%
			48	192	219	-12%	291	-34%	408	-53%
			203	812	850	-4%	805	1%	1374	-41%
			183	732	855	-14%	781	-6%	1359	-46%
			19	76	73	4%	42	81%	80	-5%
			59	236	294	-20%	311	-24%	318	-26%
			460	1840.6	1789	3%	1249	47%	997.5	85%
			56	222	577	-62%	901.75	-75%	804.75	-72%

The following is a graphic representation of statistics for March 2018 using our [CrimeReports.com](http://CrimeReports.com) membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
  - Assault
  - Assault with Deadly Weapon
  - Homicide
  - Kidnapping
  - Robbery
  - Other Sexual Offense
  - Sexual Assault
  - Sexual Offense
- Property**
  - Breaking & Entering
  - Property Crime
  - Property Crime Commercial
  - Property Crime Residential
  - Theft
  - Theft from Vehicle
  - Theft of Vehicle
- Quality Of Life**
  - Disorder
  - Quality of Life
  - Drugs
  - Liquor
- 911 & Other**
  - Alarm
  - Arson
  - Death
  - Family Offense
  - Missing Person
  - Other
  - Pedestrian Stop
  - Vehicle Recovery
- Vehicle Stop
  - Weapons Offense
  - Community Policing
  - Proactive Policing
  - Emergency
  - Fire
  - Traffic









# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

3-C

## STAFF REPORT

**Date:** April 24, 2018  
**To:** The Members of the Warrenton City Commission  
Linda Engbretson, City Manager  
**From:** Tim Demers, Fire Chief  
**Re:** Fire Department Activity Report for **March, 2018**

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### **March, 2018 Emergency Response Activity -**

The Warrenton Fire Department responded to 92 emergency calls during the month of March, 2018. The department responded to 63 EMS (emergency medical service) calls, 11 motor vehicle crashes, and 11 service calls. There were 7 reportable fires during the month. Service calls include alarm activations with no fire, false alarms, hazardous conditions, good intent calls, public assists, etc. An average of 6 volunteers responded per call throughout the month. During the month of March, 62.0%, or 57 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 35 calls, or 38.0%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

### **March, 2018 Training -**

The department held 4 regularly scheduled Wednesday evening training sessions during the month of March, with an average attendance of 21 volunteers per drill. The department offered 10 additional training sessions during the month of March.

### **7<sup>th</sup> Live fire evolutions, Burn-to-Learn – 79 NE Skipanon Dr.**

Instructors: Capt. Shepherd, company officers

### **Fire recruit academy – Ropes & knots, CCC**

### **14<sup>th</sup> Pre-incident facility tours – Hampton lumber mill**

Instructors: Mike Moore, Jadan Laguana

### **Fire recruit academy – Search & rescue (classroom) CCC**

**21<sup>st</sup> Live fire training evolutions – 51 NE Skipanon Dr.**

Instructors: Capt. Shepherd, company officers

**Fire recruit academy – Ground ladders (classroom) CCC**

**28<sup>th</sup> Live-fire training evolutions – Warrenton High School**

Instructors: Capt. Shepherd

**Fire recruit academy – Ventilation (classroom) CCC**

*"Making a difference through excellence of service"*



# CITY OF WARRENTON

## AGENDA MEMORANDUM

TO: Warrenton City Commission  
 FROM: Kevin A. Cronin, AICP, Interim Community Development Director  
 DATE: For the Agenda of April 24, 2018  
 SUBJ: Public Hearing: Development Code Amendments Ordinance - Flood Insurance Rate Study & Maps 2018

## SUMMARY

Attached is a proposed ordinance intended to update the Flood Insurance Rate Maps that were last updated in 2010. The amendments are proposed to the Warrenton Municipal Code Title 16 Development Code. The proposed amendments reference the most recent study and maps that were created based on the latest mapping technology and clarify code language related to floodplain development and historic resources. The attached March 8, 2018 memorandum to the Planning Commission summarizes the proposed amendments.

On March 15, 2018, the Planning Commission held a public hearing to provide opportunity for public testimony. No public comments were received. It was the unanimous decision of the Planning Commission to recommend the City Commission adopt the proposed ordinance.

## RECOMMENDATION/SUGGESTED MOTION

*I move to approve the first reading of Ordinance No. 1220, by title only, and schedule the second reading for May 8, 2018.*

*Title: Ordinance 1220, Introduced by All Commissioners, to Amend Warrenton Municipal Code (WMC) 16.12.010, Definitions, WMC 16.88.030(H) Variance Procedures, WMC 16.88.040(H) Manufactured Homes/Dwellings, and adding a new Section "Coastal High Hazard Areas.*

## ALTERNATIVE

*I move to continue the public hearing to May 8, 2018 to allow additional public testimony.*

**FISCAL IMPACT**

Not applicable.

Approved by City Manager:

*Linda Engelson*

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

## Ordinance No. 1220

Introduced by All Commissioners

An ordinance amending Warrenton Municipal Code (WMC) 16.12.010, Definitions, WMC 16.88.030(H) Variance Procedures, WMC 16.88.040(H) Manufactured Homes/Dwellings, and adding a new Section "Coastal High Hazard Areas.

**WHEREAS**, the Federal Emergency Management Agency has requested development code amendments as identified above; and

**WHEREAS**, the City of Warrenton must incorporate these amendments into the Warrenton Municipal Code to remain eligible to participate in the National Flood Insurance Program.

**NOW, THEREFORE**, the City of Warrenton ordains as follows. Language to be added is shown in underscore font and language to be deleted is shown in ~~strikethrough font~~.

Section 1. WMC Section 16.12.010 Definitions is amended:

"FLOOD INSURANCE RATE MAP (FIRM)" means the official map on which the Federal Insurance ~~Administration~~ Administrator has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

"STRUCTURE" means a walled and roofed building, a modular or temporary building, or a gas or liquid storage tank that is principally above ground.

"SUBSTANTIAL IMPROVEMENT" means any repair, reconstruction, or improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure either:

- (1) Before the improvement or repair is started; or
  - (2) If the structure has been damaged and is being restored, before the damage occurred.
- For the purposes of this definition, "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure.

The term does not, however, include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions or

Any alteration of a structure listed on the National Register of Historic Places or a State Inventory of Historic Places provided that the alteration will not preclude the structure's continued designation as a "historic structure.

“VARIANCE” means a grant of relief from the requirements of this ordinance which permits construction in a manner that would otherwise be prohibited by this Development Code. See ~~Chapter 16.272.~~

Section 2. Section 16.88.030(H) Variance Procedures is hereby amended as follows:

### **16.88.030(H) Variance Procedures**

1. Variances shall be issued or denied in accordance with ~~Chapter 16.272~~ and Chapter 16.88.030 of this title.

2. Conditions for Variances.

a. Generally, the only condition under which a variance from the elevation standard may be issued is for new construction and substantial improvements to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level. As the lot size increases the technical justification required for issuing the variance increases.

b. Variances may be issued for the ~~reconstruction~~, rehabilitation, or restoration of structures listed on the National Register of Historic Places or the Statewide Inventory of Historic Properties, without regard to the procedures set forth in this section provided that the alteration will not preclude the structure’s continued designation as a “historic structure.

c. Variances shall not be issued within a designated floodway, if any increase in flood levels during the base flood discharge, would result.

d. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

e. Variances shall only be issued upon:

i. A showing of good and sufficient cause;

ii. A determination that the failure to grant the variance would result in exceptional hardship to the applicant;

iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, cause fraud on or victimization of the public or conflict with existing local laws or ordinances;

iv. A determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.

f. Variances as interpreted in the National Flood Insurance Program are based on the general zoning law principle that they pertain to a physical piece of property; they are not personal in nature and do not pertain to the structure, its inhabitants, economic or financial

circumstances. They primarily address small lots in densely populated residential neighborhoods. As such, variances from the flood elevations should be quite rare.

g. Variances may be issued for nonresidential building(s) in very limited circumstances to allow a lesser degree of floodproofing than watertight or dry floodproofing, where it can be determined that such action will have low damage potential, complies with all other variance criteria and otherwise complies with general standards.

3. ~~Any applicant to whom a variance is granted complies with Section 16.208.030 that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.~~ Any applicant to whom a variance is granted shall be given written notice that the structure will be permitted to be built with a lowest floor elevation below the base flood elevation and that the cost of flood insurance will be commensurate with the increased risk resulting from the reduced lowest floor elevation.

Section 3. Section 16.88.040(H) Manufactured Homes/Dwellings is hereby amended as follows:

H. Manufactured Homes/Dwellings.

1. All manufactured homes to be placed or substantially improved on sites:

a. Outside of a manufactured home park or subdivision;

b. In a new manufactured home park or subdivision;

c. In an expansion to an existing manufactured home park or subdivision; or

d. In an existing manufactured home park or subdivision on which a manufactured home has incurred “substantial damage” ~~as the result of a flood~~ shall be elevated on a permanent foundation such that the finished floor of the manufactured home is elevated to a minimum 18 inches (46 cm)\* above the base flood elevation, is and be securely anchored to an adequately designed foundation system to resist flotation, collapse and lateral movement, and electrical crossover connections are a minimum of 12 inches above BFE.

2. Manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH, and AE on the community’s FIRM that are not subject to the above manufactured home provisions shall be elevated so that either:

a. The lowest floor of the manufactured home is elevated to a minimum of 18 inches (46 cm) above the base flood elevation; or

b. The manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than 36 inches in height above grade and



be securely anchored to an adequately designed foundation system to resist flotation, collapse, and lateral movement.

Section 4. A new section is added to Section 16.88.040 Standards for Flood Hazard Reduction as follows:

### **Coastal High Hazard Areas**

Located within areas of special flood hazard established in Section 16.88.030(B) are Coastal High Hazard Areas, designated as Zones V1-V30, VE and/or V. These areas have special flood hazards associated with high velocity waters from surges and, therefore, in addition to meeting all provisions in this ordinance the following provisions shall also apply:

- (1) All new construction and substantial improvements in Zones V1-V30 and VE (V if base flood elevation data is available) shall be elevated on pilings and columns so that:
  - (i) The bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated a minimum of one foot above the base flood level; and
  - (ii) The pile or column foundation and structure attached thereto is anchored to resist flotation, collapse and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Wind and water loading values shall each have a one percent chance of being equaled or exceeded in and given year (100-year mean recurrence interval);
- (2) A registered professional engineer or architect shall develop or review the structural design, specifications and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of (i) and (ii) of this Section.
- (3) Obtain the elevation (in relation to mean sea level) of the bottom of the lowest structural member of the lowest floor (excluding pilings and columns) of all new and substantially improved structures in Zones V1-30, VE, and V, and whether or not such structures contain a basement. The local administrator shall maintain a record of all such information.
- (4) All new construction shall be located landward of the reach of mean high tide.
- (5) Provide that all new construction and substantial improvements have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood lattice-work, or insect screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system. For the purpose of this section, a breakaway wall shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot. Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or when so required by local or State codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet the following conditions:

- (i) Breakaway wall collapse shall result from water load less than that which would occur during the base flood; and
- (ii) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and nonstructural). Maximum wind and water loading values to be used in this determination shall each have a one percent chance of being equaled or exceeded in any given year (100-year mean recurrence interval).
- (6) If breakaway walls are utilized, such enclosed space shall be useable solely for parking of vehicles, building access, or storage. Such space shall not be used for human habitation.
- (7) Prohibit the use of fill for structural support of buildings.
- (8) Prohibit man-made alteration of sand dunes which would increase potential flood damage.
- (9) All manufactured homes to be replaced or substantially improved within Zones V1-V30, V, and VE on the community's FIRM shall meet the standards of paragraphs (1) through (8) of this section.
- (10) Recreational vehicles placed on sites within Zones V1-30, V, and VE on the community's FIRM either:
  - (i) Be on the site for fewer than 180 consecutive days.
  - (ii) Be fully licensed and ready for highway use, on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
  - (iii) Meet the requirements of Section 16.88.030(A) and paragraphs (1) through (8) of this section.

Section 5. This ordinance shall become effective June 20, 2018.

First Reading:

Second Reading:

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

7-A

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## CITY OF WARRENTON

# AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A Cronin, Interim Community Development Director  
**DATE:** For the agenda of April 24, 2018  
**SUBJ:** Determination of nuisance—238 S Main Street

### SUMMARY

**Warrenton Municipal Code 8.16.020** states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

**WMC 8.16.040 Attractive Nuisances** states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

**WMC 8.16.060 Scattering rubbish** prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

**WMC 8.16.120 Junk** prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other

waste or discarded material.

**WMC 8.16.140 Unenumerated nuisances** declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The yard at 238 S Main Street is chronically littered and strewn with rubbish, trash, junk, vehicles, vehicle parts, unguarded machinery and equipment, construction debris, and the like. The attached photographs, taken April 16, show a variety of junk and waste on the subject property. All of this material in the yard which is unfenced and unprotected from the public generally and neighborhood children specifically. We conclude that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. We sent letters of notification on April 10 to the owner as identified in Clatsop County Assessor's records that this would be an agenda item at the April 24 City Commission meeting. The Police Department posted the site April 16.

#### **RECOMMENDATION/SUGGESTED MOTION**

*I move to declare that enumerated and unenumerated nuisances exist at 238 S Main Street, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.*

#### **ALTERNATIVE**

None recommended

### **FISCAL IMPACT**

A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:

A handwritten signature in black ink, appearing to read "Linda Englebert", is written over a horizontal line. The signature is cursive and somewhat stylized.

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





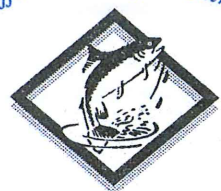






7-B

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## CITY OF WARRENTON

# AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, Interim Community Development Director  
**DATE:** For the Agenda of April 24, 2018  
**SUBJ:** Determination of nuisance—925 E Harbor Drive

### SUMMARY

**Warrenton Municipal Code 8.16.020** states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

**WMC 8.16.040 Attractive Nuisances** states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

**WMC 8.16.060 Scattering rubbish** prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

**WMC 8.16.120 Junk** prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other

waste or discarded material.

**WMC 8.16.140 Unenumerated nuisances** declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The house at 925 E Harbor Drive is vacant and uninhabitable. The attached photographs, taken April 16, show two, derelict structures, trash, tall grass and weeds, and construction waste. All of this material is in the front yard which is unfenced and unprotected from the public generally and neighborhood children specifically. We conclude that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. We sent letters of notification by certified mail on April 10 to the owner as identified in Clatsop County Assessor's records that this would be an agenda item at the April 24 City Commission meeting. The Police Department posted the site April 16.

### **RECOMMENDATION/SUGGESTED MOTION**

*I move to declare that enumerated and unenumerated nuisances exist at 925 E Harbor Drive, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.*

### **ALTERNATIVE**

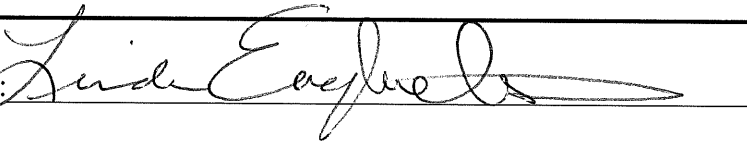
Warrenton City Commission  
Nuisance Determination—925 E Harbor Drive  
April 24, 2018  
Page 3

None recommended

### **FISCAL IMPACT**

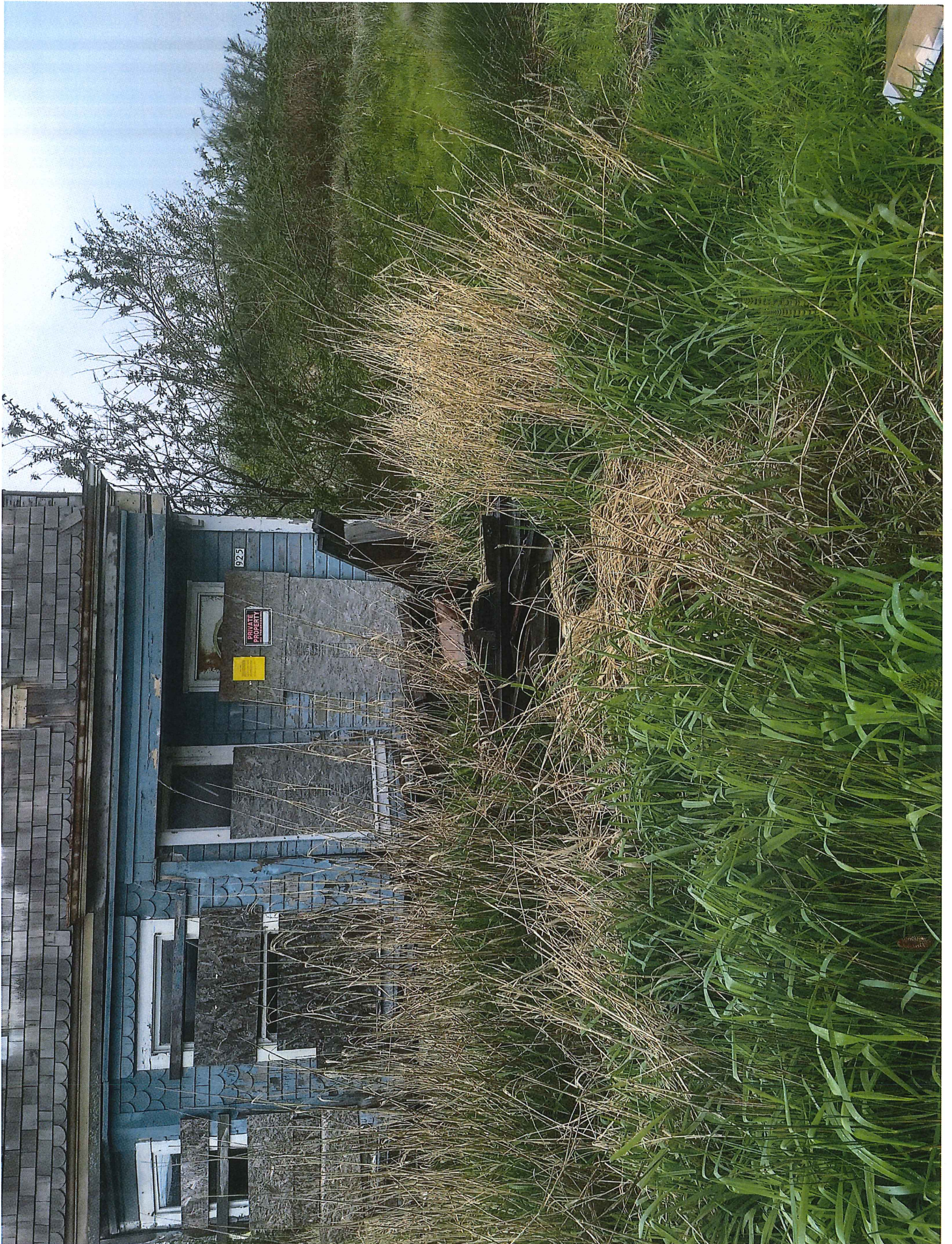
A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Linda Engle", is written over a horizontal line. The signature is contained within a rectangular box.

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





925

PRIVATE  
PROPERTY

Yellow sign



PRIVATE  
PROPERTY  
NO TRESPASSING









7-C

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**CITY OF WARRENTON**

## **AGENDA MEMORANDUM**

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, Interim Community Development Director  
**DATE:** For Agenda of April 24, 2018  
**SUBJ:** Grant Application for Concept Plan for "Yuill Zone Change"

### **SUMMARY**

The Transportation & Growth Management Quick Response Program is offering technical assistance grants to local governments that need to problem solve key redevelopment sites. Grants are typically used to complete concept plans or master plans that can be adopted by the local government or, at a base level, guide private developers when creating site plans for future development.

The City has experienced a building boom in the last few years which has consumed most of the easily developable vacant residential and commercial land. The "Yuill Zone Change" site has the potential to provide new housing opportunities and new businesses but currently does not have any plans to guide future development in exchange for higher densities. The project could result in a deliverable or at least recommendations for plan or code amendments to achieve property owner, community identified, or city policy goals.

A requirement of the grant application package is a demonstration of support from the City. Staff has recommended a resolution from the City Commission to send a clear sign of support. The resolution is attached.

Warrenton City Commission Agenda Summary  
TGM Quick Response Grant  
For Agenda of April 24, 2018

**RECOMMENDATION/SUGGESTED MOTION**

*I move to approve Resolution 2518* authorizing and endorsing an application for a technical assistance grant to conduct a concept plan for the Yuill Zone Change site.

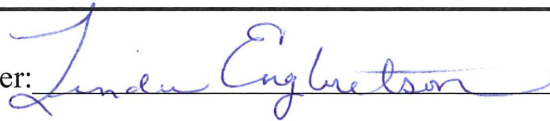
**ALTERNATIVE**

None recommended

**FISCAL IMPACT**

A local match is not required for this grant. However, a commitment from the Warrenton Urban Renewal Agency to sponsor the zone change is a clear demonstration of the City's support and interest in seeing results.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Engstrom", written over a horizontal line.

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

**RESOLUTION NO. 2518**

**Introduced by All Commissioners**

**A RESOLUTION AUTHORIZING AND ENDORSING AN APPLICATION FOR QUICK RESPONSE GRANT TO CONDUCT A CONCEPT PLAN FOR KEY REDEVELOPMENT AREA**

WHEREAS, the City of Warrenton has seen a building boom over the last several years which has consumed most of the easily developable commercial and residential land; and

WHEREAS, the city has experienced a housing shortage and is interested in considering higher densities to encourage more varied housing types being built in Warrenton; and

WHEREAS, because the city is located in an estuary to the lower Columbia River which brings with it significant and broad reaching environmental features on which local, state and federal regulations constrain development; and

WHEREAS, a local group of property owners have approached the Warrenton Urban Renewal Agency (WURA) to upzone their property to support more housing opportunities and commercial uses, and the WURA has agreed to sponsor the zone change; and

WHEREAS, the City of Warrenton wants to see a return on investment, encourage redevelopment of the property through efficient land use, well planned local streets, and alternative modes of transportation; and

WHEREAS, the Transportation & Growth Management Quick Response Program is offering technical assistance grants to local governments to assist with local efforts to identify redevelopment and economic development opportunities and guide smart growth within existing cities with existing utilities.

NOW, THEREFORE, be it resolved that the City of Warrenton City Commission hereby endorses and authorizes the submittal of an application to the Transportation & Growth Management Program for a Quick Response grant.

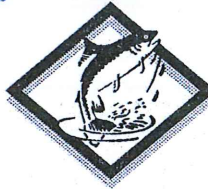
Adopted by the City Commission of the City of Warrenton this 24<sup>th</sup> day of April, 2018.

APPROVED: \_\_\_\_\_  
Henry A. Balensifer III, Mayor

ATTEST: \_\_\_\_\_  
Dawne Shaw, Deputy City Recorder

7-D

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# CITY OF WARRENTON

## AGENDA MEMORANDUM

TO: Warrenton City Commission  
 FROM: Kevin A. Cronin, AICP, Interim Community Development Director  
 DATE: For the Agenda of April 24, 2018  
 SUBJ: Performance Agreement – Kalmia North Subdivision

### SUMMARY

Sandworks, Inc, the developer of the Kalmia North Subdivision, has requested a performance agreement to complete paving of Kalmia Avenue after the final plat has been recorded. Attached is a proposed agreement, cover letter from Sandworks, Inc and the developer's cost estimate to complete the project. Staff has recommended a performance bond that is 125% of the cost estimate to protect against cost increases and changes made during the construction phase. Gil Gramson, the owner of Sandworks, Inc. plans to complete paving later this year after paving material becomes available.

### RECOMMENDATION/SUGGESTED MOTION

*I move to approve the performance agreement between the City of Warrenton and Sandworks, Inc. to complete public improvement for the Kalmia Subdivision.*

### ALTERNATIVE

None suggested

### FISCAL IMPACT

In the event the developer does not complete the improvements, the City can perfect the performance bond to pay for the improvements. Final costs would need to be reconciled with the original cost estimate and total amount of the bond.

Approved by City Manager: Linda Engelson

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

Return To:

City Recorder  
City of Warrenton  
PO Box 250  
Warrenton OR 97146-0250

## AGREEMENT

An Agreement required by Warrenton Municipal Code 16.216.090 D between Sand Works Inc., hereinafter the "Developer" whose address is 15 NW 17th Place, Warrenton Oregon 97146, and the City of Warrenton, a municipal corporation in the State of Oregon, hereinafter the "City," whose address is PO Box 250, Warrenton Oregon 97146, regarding a performance guarantee for improvements required for the final plat of the Kalmia Subdivision.

WHEREAS, Warrenton Municipal Code (WMC) 16.216.080 requires that before City approval of a final plat, all required public improvements shall be installed, inspected and approved, or alternatively, the subdivider shall provide a performance guarantee; and

WHEREAS, WMC 16.216.090 provides that when the subdivider desires to file such performance guarantee it shall be in the form of either an irrevocable letter of credit executed by a financial institution authorized to transact business in the state of Oregon, or a surety bond executed by a surety company authorized to transact business in the state of Oregon which remains in force until the surety company is notified by the City in writing that it may be terminated, or cash; and

WHEREAS, Developer wishes to provide a performance guarantee for certain public improvements associated with the Kalmia Avenue subdivision of Tax Lot 81020AA00700 so that the final plat may be approved and recorded with Clatsop County; and

WHEREAS, it is in the City's interest to foster development, but it desires to have all public improvements completed within an agreed upon finite period of time to promote the general health, safety and welfare of the city's residents.

NOW, THEREFORE, pursuant to WMC 16.216.090 D, Developer and City agree as follows with respect to the surety agreement submitted by Developer:

1. The period of the performance guarantee submitted by Developer within which Developer shall complete all work described herein shall be one year from the date of recordation of the final plat of Kalmia Avenue Subdivision.
2. If the public improvements required of Developer to complete the subdivision are not finished, inspected and approved by City by the termination date of this agreement, City may complete the work and recover the full cost and expenses from the performance guarantee.
3. The public improvements subject to this agreement and for which Developer has submitted a performance guarantee shall consist of the following:

- A. Asphalt pavement of 125 feet on Kalmia Avenue as shown on the recorded final plat of Kalmia North Subdivision.
4. The amount of the guarantee shall be \$31,250, which is 125% of the cost estimate dated March 13, 2018 from Firwood Design Group, the Developer's engineer of record.
5. If Developer does not complete the work within the term of this agreement, City may complete the work and recover the full costs and expenses from Developer.
6. In the event Developer fails to carry out any of the provisions of this agreement and City has unreimbursed costs of expenses resulting from such failure, City shall call on the performance guarantee for reimbursement.

**AGREED AND EXECUTED THIS 24th DAY OF APRIL, 2018.**

Gilbert Gramson, Sand Works Inc.

Linda Engbretson, City Manager



# SANDWORKS, INC.

15 N.W. 17<sup>th</sup> Place  
Warrenton, OR 97146


March 16, 2018

Skip Urling, Planning Director  
City of Warrenton  
P.O. Box 250  
Warrenton, OR 97146

Dear Skip:

As allowed by the Warrenton Development Code, I am requesting an agreement with the City that would guarantee the completion of the remaining improvements for the Kalmia North subdivision. I am attaching a copy of a draft agreement with the City which was based on a sample of a prior agreement that was provided to me by the City's Planning Department. Our engineer, Erik Hoovestad, of Firwood Design Group has prepared a list of the remaining improvements and the cost estimates for them, which total \$24,814.40. I am attaching a copy of this cost estimate list. A copy of the As Built information for the first eleven lots of the Kalmia Subdivision has been prepared by the engineer. The primary need for this agreement is because we cannot complete the final 125 feet of paving until the asphalt paving plants are operating later this spring. The City's acceptance of this agreement will allow us to proceed with our development plans prior to the paving. We appreciate your assistance!

Sincerely,

  
Gilbert Gramson  
Manager, SandWorks, Inc.





**Firwood Design Group, LLC**  
 Surveying • Engineering • Planning  
 359 E. Hist. Columbia River Hwy  
 Troutdale, Oregon 97060  
 Tel: 503-668-3737 Fax: 503-668-3788

<b>Engineer's Cost Estimate</b>	
Kalmia Ave Subdivision - Phase 2 Remaining Work	
Warrenton, Oregon	E16-044
March 13, 2018	

ITEM	DESCRIPTION	QUANT.	UNIT	UNIT PRICE	ITEM AMOUNT
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**Paving, Grading, and Erosion Control**

A-1	Excavation / Cut (complete in place)	200	C.Y.	\$5.00	\$1,000.00
A-2	Excavation / Fill (complete in place)	50	C.Y.	\$7.00	\$350.00
A-3	6" Standard Curb and Gutter (complete in place)	427	L.F.	\$15.00	\$6,405.00
A-4	2" Class "C" A.C. (includes turnaround) (complete in place)	5,336	S.F.	\$1.50	\$8,004.00
A-5	Baseroack 12" <i>(25\$/inplace ton)</i> (complete in place)	5,336	S.F.	\$1.40	\$7,470.40
A-6	Erosion Control (complete in place)	1	E.A.	\$500.00	\$500.00
A-7	Street signs (complete in place)	3	E.A.	\$195.00	\$585.00
A-8	Barricade (complete in place)	1	E.A.	\$500.00	\$500.00

**Paving, Grading, and Erosion Control - Subtotal** **\$24,814**

**Sanitary Sewer Improvements** Completed

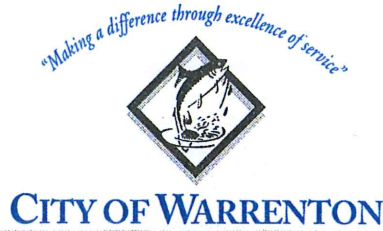
**Waterline Improvements** Completed

**Kalmia Ave Subdivision -Phase 2 -Work Remaing Estimated Total** **\$24,814.40**

All costs include testing

This is a cost estimate and will be different than the actual construction cost.

7-E



# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Jane Sweet Harbormaster

DATE: Commission Meeting April 24, 2018

SUBJ: Hammond Boat Basin Dredging Assessment Project – Phase 2

**SUMMARY:** Discuss the proposal for Marine Engineering Services for the Hammond Marina Dredging Project in a scope of work proposal, received from MottMacDonald, dated April 11, 2018.

The City of Warrenton needs to have the Hammond Boat Basin dredged to maintain safe and navigable for vessels that utilize the marina. The next steps in dredging Hammond are the following phases provided through Mott Macdonald Engineering Services. Phase 2 Task 1.1 – Design Criteria, Development and Sediment Fate Modeling and Task 1.2 Preliminary Engineering and Permit Drawings, and then Task 1.3 Permit Documents and Agency Coordination.

The work is estimated to be completed approximately 7 weeks from notice to proceed.

**RECOMMENDATION/SUGGESTED MOTION:** "I move to accept the Proposal for Marine Engineering Services dated April 11, from MottMacDonald in the amount of \$59,400 to aid in the Hammond Boat Basin Dredging Assessment Phase 2."

ALTERNATIVE

None Recommended

**FISCAL IMPACT: \$59,400. To be spent from the Hammond Capital Improvement Fund.**

Approved by City Manager:  \_\_\_\_\_

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

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

**CONTRACT:**

This Contract made and entered into this 24th day of April, 2018, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Mott MacDonald, LLC hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

**WITNESS ETH**

WHEREAS, the CITY requires professional consulting services, which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT'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 Exhibit A, Scope of Work dated April 11, 2018.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$59,400 for performance of the Hammond Boat Basin Dredging Project - Phase2;

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](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Jane Sweet, Harbor Master, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Shane Phillips, P.E.

{00606472;I }

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract.

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT materially breaches and fails to cure within a reasonable amount of time any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY materially breaches and fails to cure within a reasonable amount of time any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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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 sums 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. Both parties waive their rights to a jury trial in any litigation arising out of this Agreement.

13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others to the extent caused by CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses to the extent caused by CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

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

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

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

D. Additional Insured. The liability insurance coverage, except for Professional Liability Insurance, 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

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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 2798.230

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 2798.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 2798.235(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 supersede all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

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

City of Warrenton, a Municipal Corporation

BY: \_\_\_\_\_

Date

ATTEST: \_\_\_\_\_

CONSULTANT:

By: \_\_\_\_\_

Date

Printed Name \_\_\_\_\_

Title \_\_\_\_\_



**CITY OF WARRENTON, OREGON  
HAMMOND BOAT BASIN DREDGING ASSESSMENT PROJECT**

**Scope of Work**

**Introduction:**

The City of Warrenton (City) needs to have the Hammond Boat Basin dredged to maintain safe navigable access for vessels that utilize the marina. The City requested a scope of work from Mott MacDonald to assist with preliminary design and permit development assistance services. In a prior phase of work Mott MacDonald developed a concept-level dredge and disposal plan, as coordinated with the U.S. Army Corps of Engineers (Corps). Phase 1 included work to determine the optimal area and volume of dredging, identify feasible open water disposal sites, and identify dredging equipment and corresponding costs for dredging. The focus of this phase (Phase 2) is to develop the preliminary design and necessary permit application documents and information outlined by the Corps in their April 2016, 2017 letter and email dated September 12, 2017.

A material suitability determination was developed in 2013 and remains valid until 2022 for open water aquatic dredged material disposal. If the material suitability determination is found to not apply to all areas within the marina, a new sediment sampling analysis plan would be required (not part of this scope).

**Scope of Work:**

**Task 1.1 –Design Criteria Development and Sediment Fate Modeling**

In Phase 1 it was determined that analysis and numerical modeling of the proposed dredged material disposal location was required to ensure the preferred disposal location will not result in sediment re-entering the Boat Basin and to assist with establishing sediment fate for the supporting the regulatory permit process. This task will include a review of existing numerical modeling in project area. It is anticipated that an update to existing Mott MacDonald numerical Columbia River Model will be required. Objectives of the numerical modeling are to evaluate fate of disposed sediment, and understand risk to sediment re-entering basin. Results of the sediment fate assessment will be shared in PowerPoint format.

Develop Basis of Design document upon completion of numerical modeling to define preliminary design criteria. Criteria will be updated to include required minimum depth, prior dredging depths, and other criteria critical for conducting the assessment work. Update the extent of the dredging area for the boat basin and entrance, based on operational requirements and historical dredging boundaries. This task will include review of regulatory documents and development of an application strategy.

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### **Task 1.2 – Preliminary Engineering and Permit Drawings**

Mott MacDonald will conduct preliminary-level engineering analysis and design work to support the development of permit drawings. Disposal area selection will be based on results of the numerical modeling analysis. Drawings will be developed to the 30% design level. Work will include the following:

- Preliminary Engineering Design
- JPA Permit Drawings (8.5” x 11” format)
- Technical Description
- Quantity and Construction Cost Estimate

### **Task 1.3 – Permit Documents and Agency Coordination**

The Mott MacDonald team will prepare the required permit documents and conduct agency outreach and coordination with appropriate agencies. This work will include the following:

- Pre-submittal agency coordination (conference call).
- Attendance at pre-application meeting or conference call.
- Biological evaluation and mitigation plan for Endangered Species Act (ESA) consultation with the National Marine Fisheries Service and the US Fish and Wildlife Service for the USACE permit.
- Prepare Oregon Joint Permit Application.
- Evaluation of coastal effects for the CZM consistency decision with the Oregon Department of Land Conservation and Development.

### **Assumptions:**

- Evaluation of disposal sites is limited to not more than two
- Meetings will be limited to one kickoff and three progress meetings (one in person and two teleconference).
- Upland disposal is assumed to not be required and assessment and design of potential sites therefore not included.
- No new sediment sampling or testing; existing suitability determination is good through 2022.
- Surveying of the disposal site (site to be determined in this phase) is not needed. If it is determined to be needed the cost would be \$7,000.
- Marina float replacement is not part of this project, and therefore not included within this SOW.
- Final engineering design and bid document development not part of this phase of the work.
- Permit application fees to be paid by the City.
- Post application submission support limited to not more than 10 hours of technical support and agency communication.

- Section 106 Cultural Resources (not included in ELS SOW) is not needed.
- Section 103 Ocean Disposal (not included in ELS SOW) is not needed.

**Deliverables:**

- Basis of Design technical memorandum
- JPA drawings
- Completed JPA
- PowerPoint presentation summarizing the findings of the assessment.

**Costs:**

The cost for conducting the Phase 2 work (tasks 1.1 to 1.3) are \$59,400

**Schedule:**

The work is estimated to be completed approximately 7 weeks from notice to proceed. Final completion of the work will be dependent on availability of Corps staff to meet with the City and Mott MacDonald once the data collection and processing work has been completed.

**Mott MacDonald Contact:**

Shane Phillips, P.E.

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425-778-6042.