

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

May 24, 2016 – 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. **ROLL CALL**
 4. **COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS**
 5. **CONSENT CALENDAR**

- A. Commission Regular Meeting Minutes – 5.10.16
- B. Commission Work Session – 5.10.16
- C. Monthly Finance Report – April
- D. Fire Dept. Monthly Activity Report – April
- E. Monthly Police Statistics Report – April
- F. WBA Meeting Minutes – Sept. and Oct. 2015/Jan., Feb. and March 2016
- G. Community Library Board Minutes – 4.29.16

Items on the Consent Calendar have previously been discussed and/or are considered routine. Approval of the Consent Calendar requires a motion, a second, and no discussion, unless requested by a member of the City Commission.

6. BUSINESS ITEMS

- A. Introduction of County Manager Cameron Moore

- B. Chief of Police – Citizen Recognition
- C. Consideration of Memorandum of Understanding with CREST and the Skipanon Water District
- D. Consideration of Ground Lease Renewal for Warrenton Visitor Center
- E. Consideration of Letter of Support for Appointment of Pete Leipzig to the Pacific Fishery Management Council

7. **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.

8. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. If special accommodation is needed, please notify the City Recorder at 503-861-0823, at least 48 hours in advance of the meeting so appropriate assistance can be provided. TDD Users: Please call Oregon Telecommunications relay service at 1-800-735-2900.

MINUTES

Warrenton City Commission
Regular Meeting - May 10, 2016
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, Or 97146

Mayor Mark Kujala called the meeting to order at 6:09 p.m., then led the public in the Pledge of Allegiance.

Commissioners Present: Tom Dyer, Henry Balensifer, Pam Ackley, Mayor Mark Kujala
Excused: Rick Newton

Staff Present: City Manager Kurt Fritsch, City Attorney Harold Snow City Recorder Linda Engbretson, Finance Director April Clark, Wastewater Treatment Superintendent Kyle Sharpsteen, Police Chief Mathew Workman, Public Works Director James Dunn.

COMMISSIONER COMMENTS

Commissioner Balensifer - thanked staff for information on the building condition of the library and consideration regarding the possible relocation of the library to open that lot for housing.

City Manager Fritsch - thanked staff for putting together a plaque naming all the Mayors for the City of Warrenton beginning 1899 to present; staff is working on a plaque to recognize City Commissioners as well.

Mayor Kujala made the following proclamations.

National Police Week - May 15 - 21, 2016
Emergency Medical Services Week - May 15 - 21, 2016 - Medix representative Don Thomas presented a plaque thanking the City for its support for emergency services/personnel in the community.

It was suggested to table Agenda Item 6A - Consideration of a new MOU between the City, CREST, and the Skipanon Water Control District to the next meeting to allow Commissioner Rick Newton to participate.

Commissioner Pam Ackley made the motion to table item 6A to the next meeting. Motion was seconded and passed unanimously.

MINUTES

Warrenton City Commission
Regular Meeting - 5-10-16
Page: 1

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

CONSENT CALENDAR

- A. City Commission Regular Meeting Minutes - 4.26.16
- B. Warrenton Community Center Advisory Board Minutes - 2.18.16

Commissioner Henry Balensifer made the motion to accept the Consent Calendar as presented. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

BUSINESS

Commissioner Henry Balensifer made the motion to conduct the second reading by title of Ordinance No. 1202A. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Mayor Mark Kujala conducted the second reading, by title only: “Ordinance No. 1202A; Introduced by Commissioner Henry Balensifer, Adding Chapter 1.18 to the Warrenton Municipal Code - Initiatives & Referendums.”

Commissioner Henry Balensifer made the motion to adopt Ordinance No. 1202A. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Commissioner Henry Balensifer made the motion to conduct the second reading by title of Ordinance No. 1203A. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Mayor Mark Kujala conducted the second reading by title only. “Ordinance No. 1203A, Introduced by All Commissioners, Repealing Ordinance No. 797A; Chapter 2.20 of the Warrenton Municipal Code.”

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

Commissioner Henry Balensifer Made the motion to adopt Ordinance No. 1203A. Motion was seconded and passed unanimously.

MINUTES

Warrenton City Commission
Regular Meeting - 5-10-16
Page: 2

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

At 6:26 p.m., there being no further business, Mayor Kujala adjourned the regular meeting.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC
City Recorder

5-B

MINUTES
WARRENTON CITY COMMISSION
WORK SESSION - May 10, 2016
5:30 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Mark Kujala convened the work session at 5:30 p.m.

Commissioners Present: Pam Ackley, Mayor Mark Kujala, Henry Balensifer, Tom Dyer.

Excused: Rick Newton

Staff Present: City Manager Kurt Fritsch, City Attorney Harold Snow, City Recorder Linda Engbretson, Community Development Director Skip Urling, Wastewater Treatment Operator Kyle Sharpsteen, Finance Director April Clark.

Purpose of Work Session - review System Development Charges.

Community Development Director Skip Urling provided a copy of the City's current schedule of system development charges along with a comparison sheet (typical New Single Family Dwelling) for Oregon Cities. The City of Warrenton currently charges \$3500 for a single family dwelling which includes SDCs for water, sewer, stormwater, transportation, and parks. He reviewed eligible projects for which SDCs can be used (to accommodate new develop and/or growth), current, and completed projects.

Commissioner Ackley asked about the average cost, including SDCs and building permit fees, for a \$300,000 single family home. Staff will get back with that information.

Mayor Kujala stated that looking at the SDC schedule, the stormwater and parks funds stand out to him. He said he'd like to see healthier balances in those funds for the dike certification process and major improvements needed in the City's parks. Commissioner Balensifer said a discussion on parks needs to take place. Will we eventually have a parks department or we maintaining what we have? I'd like to know what direction we are going with parks. Discussion followed on streets, gas tax, whether there is a way to raise the gas tax for street improvements and then reallocate SDCs for stormwater. It was noted Warrenton has worked in concert with Astoria related to gas tax rates, and they are not interested in raising the tax. Discussion on stormwater fund projects followed. Mr. Urling noted the League of Oregon Cities will be conducting a new study on SDCs in June, and he will provide the Commission with that information. The Commission will come back at a later time and revisit SDCs.

There being no further business, Mayor Kujala adjourned the work session at 6:06 p.m.

APPROVED

ATTEST

Mark Kujala, Mayor

Linda Engbretson, CMC, City Recorder

CITY OF WARRENTON

FINANCE DEPARTMENT

5-C

Volume 9, Issue 10

Monthly Finance Report
April 2016

May 24, 2016

Economic Indicators

| | Current | 1 year ago |
|-----------------------|------------|------------|
| ◆ Interest Rates: | | |
| LGIP : | .75% | .50% |
| Columbia Bank: | .05% | .05% |
| ◆ Prime Rate: | 3.50% | 3.25% |
| ◆ L/T Bond Rate: | 3.30% | 3.51% |
| ◆ CPI-U change: | 1.1% | -0.2% |
| ◆ Unemployment Rates: | | |
| Clatsop County: | not avail. | 5.1% |
| Oregon: | 4.5% | 5.2% |
| U.S.: | 5.0% | 5.4% |

Department Statistics

| | |
|------------------------------|-------|
| ◆ Utility Bills mailed | 3,251 |
| ◆ New Service Connections | 6 |
| ◆ Reminder Letters | 378 |
| ◆ Door Hangers | 78 |
| ◆ Water Service Discontinued | 8 |
| ◆ Walk-in counter payments | 854 |
| ◆ Mail payments | 1,264 |
| ◆ Auto Pay Customers/pymts | 521 |
| ◆ Online (Web) payments | 498 |
| ◆ Checks Issued | 389 |

Current and Pending Projects

- ◆ 2016-2017 Proposed Budget has been presented to the Budget Committee and meetings have begun.
- ◆ 2017-2022 Capital Improvement Program has been presented to the Budget Committee.
- ◆ Worker's Compensation and Property/Liability insurance renewals are in process.

Financial Narrative as of April 30, 2016

Note: Revenues and expenses should track at 10/12 or 83.3% of the budget.

General Fund: Year to date revenues amount to \$3,102,055, which is 86.9% of the budget, compared to the prior year amount of \$2,917,054 and are up by \$185,001. Increases are shown in property taxes, franchise fees, transient room tax, fire charges, lease receipts, and donations and are offset by decreases in state revenue sharing, municipal court, planning charges and miscellaneous.

Expenses year to date amount to \$3,161,143, which is 78.7% of the budget, compared to the prior year amount of \$2,746,711, up by \$414,432. All departments are tracking at or under budget. Ending fund balance decreased during the year in the amount of \$59,088.

WBA: Business license revenue amounts to \$45,800 compared to \$45,550 last year at this time, a difference of \$250. The number of licenses issued to date are 545 compared to 559 last year at this time. Year to date expenses exceed revenues by \$9,907 and reduce fund balance by same.

Building Department: Permit revenues this month amount to \$15,516, and \$182,283, year to date, which is 208.5% of the budgeted amount. Last year to date permit revenue was \$270,929, a year to date difference of \$88,646.

State Tax Street: State gas taxes received this month amount to \$25,381 for fuel sold

in March and \$227,609 year to date. City gas taxes received this month amount to \$32,714 for fuel sold in February and \$206,723, year to date. The fund balance increased by \$125,588. Total gas taxes year to date for the current and prior year are \$434,332 and \$423,372, respectively.

Warrenton Marina: Total revenues to date are \$506,172, 107.6% of the budgeted amount, compared to the prior year amount \$419,400 and was 102.4% of the budgeted amount. There is \$39,501 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$277,065, 105.4% of the budgeted amount, compared to the prior year amount of \$248,237 and was 112.2% of the budgeted amount. There is \$2,209 in moorage receivables outstanding.

Of the total outstanding receivables, \$26,045 is over 90 days old.

Water Fund: Utility fees charged this month are \$107,676 and \$58,033 and \$1,165,726 and \$899,383, year to date, for in-city and out-city, respectively and totals \$2,065,109 and is 87.2% of the budget. Last year at this time year to date fees were \$1,037,086 and \$768,234, for in-city and out-city, respectively, and totaled \$1,805,320. Year to date revenues exceed expenses by \$5,129 and increase fund balance by same.

Sewer Fund: Utility fees this month are \$148,760 and \$1,506,099, year to

date, and is 86.4% of the budget. Last year to date fees were \$1,440,115. Outside city fees for Shoreline Sanitary District were \$9,041 this month and \$36,165 year to date. Septage revenue this month amounts to \$31,758 and \$259,610 year to date and is 129.8% of the budget. Last year to date septage revenues were \$207,885. Total revenues year to date are \$1,841,138 compared to \$1,695,512, at this time last year. The budgeted revenue includes loan proceeds for the core conveyance in the amount of \$1,920,304 which has not been drawn on. Fund balance increased during the year in the amount of \$221,069.

Storm Sewer Fund: Utility fees (20% of sewer fees) this month are \$29,762 and \$301,303 year to date and is 86.5% of the budget. Total revenues year to date are \$312,866 compared to \$150,814 at this time last year. Storm Sewer fees increased from 10% of sewer to 20% of sewer in this fiscal year. Fund balance increased during the year in the amount of \$142,025.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$70,184 and \$14,290, and \$712,321 and \$141,132, year to date, and are 87.4% and 85.5% of the budget, respectively.

Community Center: Rental revenues were \$1,620 and \$11,300 year to date and are 132.9% of the budgeted amount. Fund-raising revenues were \$2,498 this year, compared to \$670 last year. A transfer of \$7,629 was made from the general fund this year. Fund balance increased by \$7,689.

Financial data as of April 2016

| | General Fund | | | |
|------------------------|---------------|--------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 1,298,495 | 1,342,627 | 950,000 | 141.33 |
| Plus: Revenues | 201,610 | 3,102,055 | 3,571,077 | 86.87 |
| Less: Expenditures | | | | |
| Municipal Court | 8,154 | 93,261 | 123,741 | 75.37 |
| Admin/Comm/Fin (ACF) | 54,734 | 792,838 | 985,176 | 80.48 |
| Planning | 13,377 | 216,562 | 275,682 | 78.56 |
| Police | 88,854 | 1,257,269 | 1,592,493 | 78.95 |
| Fire | 42,166 | 539,517 | 729,145 | 73.99 |
| Parks | 9,281 | 102,189 | 151,786 | 67.32 |
| Transfers | - | 159,507 | 159,507 | 100.00 |
| Total Expenditures | 216,566 | 3,161,143 | 4,017,530 | 78.68 |
| Ending Fund Balance | 1,283,539 | 1,283,539 | 503,547 | 254.90 |

(see details of revenue, page 4)

| | WBA | | | |
|------------------------|---------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 148,647 | 153,331 | 166,950 | 91.84 |
| Plus: Revenues | 161 | 46,530 | 45,660 | 101.91 |
| Less: Expenditures | 5,384 | 56,437 | 124,405 | 45.37 |
| Ending Fund Balance | 143,424 | 143,424 | 88,205 | 162.60 |

| | Building Department | | | |
|------------------------|---------------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 259,925 | 250,885 | 250,000 | 100.35 |
| Plus: Revenues | 15,591 | 183,145 | 88,134 | 207.80 |
| Less: Expenditures | 15,850 | 174,364 | 217,815 | 80.05 |
| Ending Fund Balance | 259,666 | 259,666 | 120,319 | 215.81 |

| | State Tax Street | | | |
|------------------------|------------------|--------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 1,240,368 | 1,155,918 | 1,050,000 | 110.09 |
| Plus: Revenues | 58,843 | 440,376 | 691,391 | 63.69 |
| Less: Expenditures | 17,705 | 314,788 | 1,386,002 | 22.71 |
| Ending Fund Balance | 1,281,506 | 1,281,506 | 355,389 | 360.59 |

| | Warrenton Marina | | | |
|------------------------|------------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 254,859 | 104,712 | 78,500 | 133.39 |
| Plus: Revenues | 18,191 | 506,172 | 470,272 | 107.63 |
| Less: Expenditures | 30,934 | 368,768 | 483,439 | 76.28 |
| Ending Fund Balance | 242,116 | 242,116 | 65,333 | 370.59 |

Financial data as of April 2016, continued

| | Hammond Marina | | | | Water Fund | | | |
|------------------------|----------------|--------------|---------|-------------|---------------|--------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 232,510 | 162,079 | 140,000 | 115.77 | 867,796 | 932,184 | 900,000 | 103.58 |
| Plus: Revenues | 2,468 | 277,065 | 262,881 | 105.40 | 176,548 | 2,164,160 | 4,116,500 | 52.57 |
| Less: Expenditures | 19,312 | 223,478 | 310,298 | 72.02 | 107,031 | 2,159,031 | 4,331,576 | 49.84 |
| Ending Fund Balance | 215,666 | 215,666 | 92,583 | 232.94 | 937,313 | 937,313 | 684,924 | 136.85 |

| | Sewer Fund | | | | Storm Sewer | | | |
|------------------------|---------------|--------------|-----------|-------------|---------------|--------------|---------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 1,238,414 | 1,106,104 | 1,000,000 | 110.61 | 264,053 | 127,218 | 140,000 | 90.87 |
| Plus: Revenues | 195,528 | 1,841,138 | 3,888,419 | 47.35 | 33,067 | 312,866 | 350,000 | 89.39 |
| Less: Expenditures | 106,769 | 1,620,069 | 4,174,421 | 38.81 | 27,877 | 170,841 | 437,003 | 39.09 |
| Ending Fund Balance | 1,327,173 | 1,327,173 | 713,998 | 185.88 | 269,243 | 269,243 | 52,997 | 508.03 |

| | Sanitation Fund | | | | Community Center | | | |
|------------------------|-----------------|--------------|-----------|-------------|------------------|--------------|--------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 330,782 | 330,622 | 300,000 | 110.21 | 15,546 | 7,539 | 3,600 | 209.42 |
| Plus: Revenues | 84,663 | 856,213 | 982,000 | 87.19 | 1,696 | 23,935 | 18,044 | 132.65 |
| Less: Expenditures | 70,318 | 841,708 | 1,079,680 | 77.96 | 2,014 | 16,246 | 20,691 | 78.52 |
| Ending Fund Balance | 345,127 | 345,127 | 202,320 | 170.58 | 15,228 | 15,228 | 953 | - |

| | 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 | 36,757 | 28,378 | 29,000 | 97.86 | 98,990 | 21,848 | 16,377 | 133.41 |
| Plus: Revenues | 1,234 | 52,292 | 49,978 | 104.63 | 2 | 180,012 | 4,402,122 | 4.09 |
| Less: Expenditures | 4,659 | 47,338 | 57,715 | 82.02 | 15,626 | 118,494 | 4,418,499 | 2.68 |
| Ending Fund Balance | 33,332 | 33,332 | 21,263 | 156.76 | 83,366 | 83,366 | - | - |

Financial data as of April 2016, continued

(\$) Cash Balances as of April, 2016

| | | | | | |
|---------------------|-----------|------------------|-----------|------------------|---------|
| General Fund | 1,479,907 | Warrenton Marina | 207,918 | Storm Sewer | 236,500 |
| WBA | 145,516 | Hammond Marina | 216,062 | Sanitation Fund | 273,550 |
| Building Department | 262,119 | Water Fund | 631,543 | Community Center | 17,431 |
| State Tax Street | 1,282,685 | Sewer Fund | 1,016,342 | Library | 34,702 |

Warrenton Urban Renewal Agency

Capital Projects 98,992

Debt Service 1,119,100

| General Fund Revenues | Collection Frequency | 2015-2016 Budget | Actual as a % of Current Budget | Collections/Accruals Year to date | | (over) under budget |
|--------------------------|-------------------------|---------------------|---------------------------------------------|--------------------------------------|------------------|---------------------------|
| | | | | April 2016 | April 2015 | |
| Property taxes-current | AP | 836,149 | 99.18 | 829,275 | 779,003 | 6,874 |
| Property taxes-prior | AP | 35,000 | 72.06 | 25,222 | 28,423 | 9,778 |
| County land sales | A | - | 0.00 | - | - | - |
| Franchise fees | MA | 512,000 | 88.00 | 450,544 | 434,930 | 61,456 |
| COW - franchise fees | M | 119,377 | 84.83 | 101,273 | 95,217 | 18,104 |
| Transient room tax | Q | 411,558 | 84.89 | 349,371 | 313,341 | 62,187 |
| Liquor licenses | A | 600 | 108.33 | 650 | 700 | (50) |
| Grants | S | 5,400 | 0.00 | - | 2,700 | 5,400 |
| State revenue sharing | MQ | 135,624 | 56.83 | 77,080 | 84,680 | 58,544 |
| Municipal court | M | 133,645 | 74.05 | 98,960 | 103,816 | 34,685 |
| Planning charges | I | 142,000 | 83.73 | 118,892 | 134,528 | 23,108 |
| Police charges | I | 5,850 | 73.04 | 4,273 | 4,612 | 1,577 |
| Fire charges | SM | 89,302 | 96.73 | 86,383 | 69,361 | 2,919 |
| Park charges | I | | | 180 | 175 | |
| Housing rehab loans | I | 1,200 | 57.42 | 689 | 1,000 | 511 |
| Miscellaneous | I | 1,200 | 656.33 | 7,876 | 10,863 | (6,676) |
| Interest | M | 5,000 | 112.80 | 5,640 | 5,364 | (640) |
| Lease receipts | M | 181,996 | 82.19 | 149,584 | 91,804 | 32,412 |
| Donations | I | | 0.00 | 3,325 | 1,000 | (3,325) |
| Sub-total | | 2,615,901 | 88.28 | 2,309,217 | 2,161,517 | 306,684 |
| Overhead | M | 955,176 | 83.00 | 792,838 | 755,537 | 162,338 |
| Total revenues | | 3,571,077 | 86.87 | 3,102,055 | 2,917,054 | 469,022 |

M - monthly

S - semi-annual

Q - quarterly

I - intermittently

SM - Semi-annual in November then monthly

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

AP - As paid by taxpayer beginning in November

R - renewals due in July and new licenses intermittently

MA - pacificorp-monthly, Century Link-quarterly, others annually in March

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, 2015. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



Warrenton Fire Department

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

5-D

STAFF REPORT

Date: May 24, 2016
To: The Members of the Warrenton City Commission
Mr. Kurt Fritsch, City Manager
From: Tim Demers, Fire Chief
Re: Fire Department Activity Report for April, 2016

April, 2016 Emergency Response Activity -

The Warrenton Fire Department responded to 100 emergency calls during the month of April, 2016. The department responded to 65 EMS (emergency medical service) calls, 15 motor vehicle crashes, and 13 service calls. There were two (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 April, 68.0%, or 68 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 32 calls, or 32.0%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

April, 2016 Training –

The department held 4 regularly scheduled Wednesday evening training sessions during the month of April, with an average attendance of 17 volunteers per drill. The department offered 3 additional training sessions during the month of April.

6th EMS – Cardiac LVAD class @ Gearhart Fire Department

Instructor: Providence Hospital staff

Simulated fire attack & primary search evolutions

Instructors: Capt. Shepherd, Company Officers

13th Firefighter MAYDAY/RIT training

Instructors: Capt. Shepherd, Company Officers

20th Firefighter MAYDAY/RIT evolutions

with Gearhart, and Lewis & Clark Fire

Instructors: Capt. Shepherd, Company Officers

27th Simulated fire attack & primary search evolutions

Instructors: Capt. Shepherd, Company Officers

Ground ladder training

Instructors: Company Officers



WARRENTON POLICE DEPARTMENT

APRIL 2016 STATISTICS

MAY 24, 2016



News & Events:

- Chief Workman gave two presentations at the 2016 Opioid Summit on April 28th at the Seaside Convention Center. Chief Workman will present on local efforts to promote safe & responsible destruction of medications and also on the potential use of the drug Naloxone by officers to save people who are over-dosing on opioids and heroin. The Warrenton Police Department is a potential recipient of a grant from HIDTA to deploy Naloxone with officers on patrol.
- Seven WPD officers attended the first day of the Seaside Mini-Academy. They received training on: major crime team, Carly's Law, legal updates, mental health update, domestic violence, cultural diversity.
- WPD has been receiving appreciation items from the public for National Police Week (May 15th to 21st).
- The North Coast Christian School expressed their appreciation for the department at a ceremony on May 17th.
- Chief Workman participated in the Clatsop County Resource Night on May 17th at Warrenton High School to launch a Special Needs Emergency Registration Program. The Resource Night is for families with children who have special-needs to see what resources are available for them.
- Chief Workman attended the quarterly Police Policy Committee Meeting at DPSST on May 19th.

| April Statistics (% changes are compared to 2016) | | | | | | | |
|---------------------------------------------------|------------|-------|-------------|-------|-------------|-------|-------------|
| Category | 2016 | 2015 | % Chg | 2014 | % Chg | 2013 | % Chg |
| Calls for Service | 685 | 712 | -4% | 662 | 3% | 584 | 17% |
| Incident Reports | 132 | 137 | -4% | 105 | 26% | 145 | -9% |
| Arrests/Citations | 88 | 80 | 10% | 86 | 2% | 27 | 226% |
| Traffic Events | 279 | 242 | 15% | 188 | 48% | 191 | 46% |
| DUI Calls | 2 | 1 | 100% | 3 | -33% | 6 | -67% |
| Traffic Accidents | 24 | 21 | 14% | 47 | -49% | 42 | -43% |
| Property Crimes | 39 | 64 | -39% | 123 | -68% | 117 | -67% |
| Disturbances | 62 | 55 | 13% | 157 | -61% | 109 | -43% |
| Drug/Narcotics Calls | 3 | 1 | 200% | 15 | -80% | 8 | -63% |
| Animal Complaints | 30 | 32 | -6% | 15 | 100% | 12 | 150% |
| Officer O.T. | 45 | 135.3 | -67% | 80.5 | -44% | 124.5 | -64% |
| Reserve Hours | 125 | 125 | 0% | 148.5 | -16% | 131 | -5% |

| Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|----------------------|--------|--------|-------|-----|-----|-----|-----|-----|-----|
| Calls for Service | 637 | 647 | 716 | 685 | | | | | |
| Incident Reports | 124 | 125 | 143 | 132 | | | | | |
| Arrests/Citations | 64 | 69 | 111 | 88 | | | | | |
| Traffic Events | 254 | 231 | 260 | 279 | | | | | |
| DUII Calls | 2 | 3 | 5 | 2 | | | | | |
| Traffic Accidents | 16 | 15 | 13 | 24 | | | | | |
| Property Crimes | 46 | 68 | 92 | 39 | | | | | |
| Disturbances | 66 | 58 | 73 | 62 | | | | | |
| Drug/Narcotics Calls | 8 | 4 | 6 | 3 | | | | | |
| Animal Complaints | 19 | 18 | 27 | 30 | | | | | |
| Officer O.T. | 148.25 | 236.75 | 107.5 | 45 | | | | | |
| Reserve Hours | 30 | 82 | 57 | 125 | | | | | |

| Oct | Nov | Dec | 2016 YTD | 2016 Estimate | 2015 | 2016 v 2015 | 2014 | 2016 v. 2014 | 2013 | 2016 v. 2013 |
|-----|-----|-----|----------|---------------|--------|-------------|--------|--------------|------|--------------|
| | | | 2685 | 8055 | 8239 | -2% | 8317 | -3% | 7132 | 13% |
| | | | 524 | 1572 | 1749 | -10% | 1515 | 4% | 1364 | 15% |
| | | | 332 | 996 | 925 | 8% | 994 | 0% | 841 | 18% |
| | | | 1024 | 3072 | 2353 | 31% | 2220 | 38% | 2075 | 48% |
| | | | 12 | 36 | 15 | 140% | 14 | 157% | 33 | 9% |
| | | | 68 | 204 | 291 | -30% | 408 | -50% | 498 | -59% |
| | | | 245 | 735 | 805 | -9% | 1374 | -47% | 1312 | -44% |
| | | | 259 | 777 | 781 | -1% | 1359 | -43% | 1372 | -43% |
| | | | 21 | 63 | 42 | 50% | 80 | -21% | 69 | -9% |
| | | | 94 | 282 | 311 | -9% | 318 | -11% | 329 | -14% |
| | | | 537.5 | 1612.5 | 1249 | 29% | 997.5 | 62% | 999 | 61% |
| | | | 294 | 882 | 901.75 | -2% | 804.75 | 10% | 1016 | -13% |

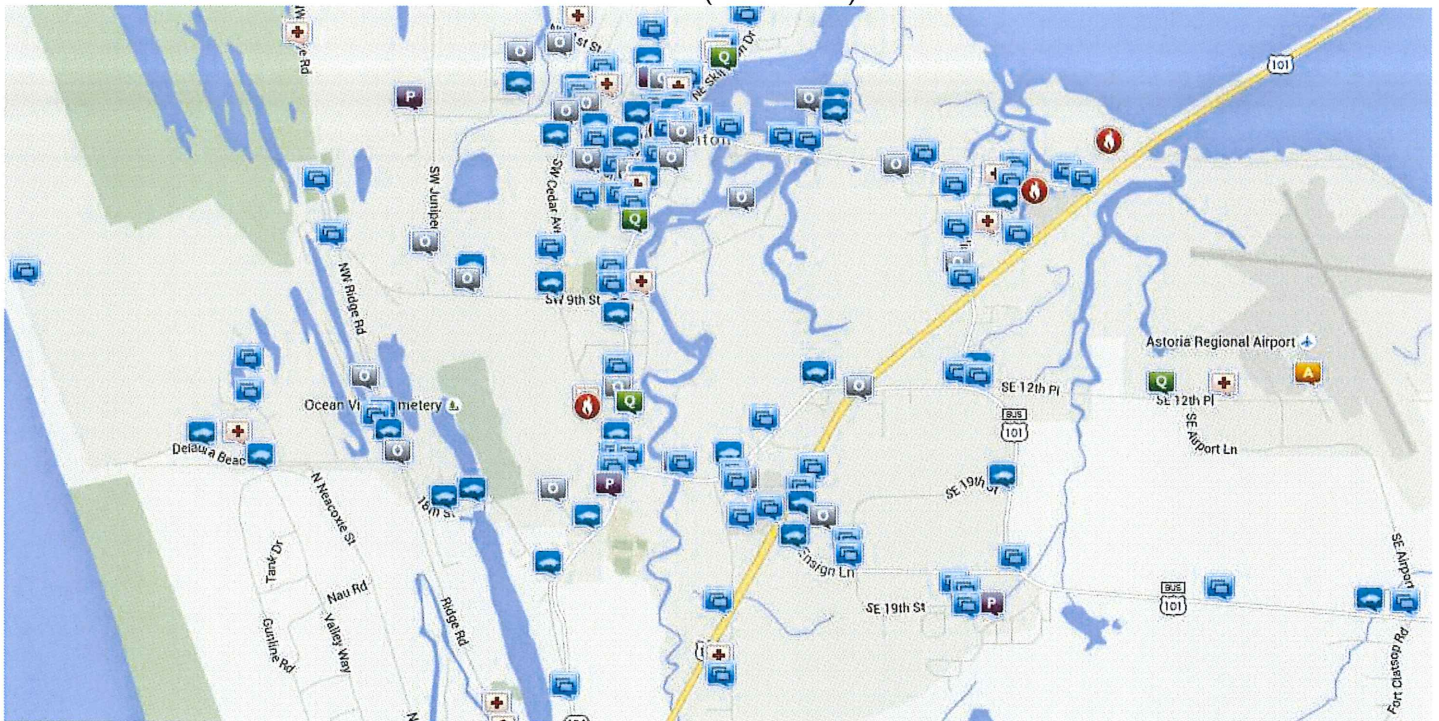
The following is a graphic representation of statistics for March 2016 using our CrimeReports.com membership.

Incident Layers

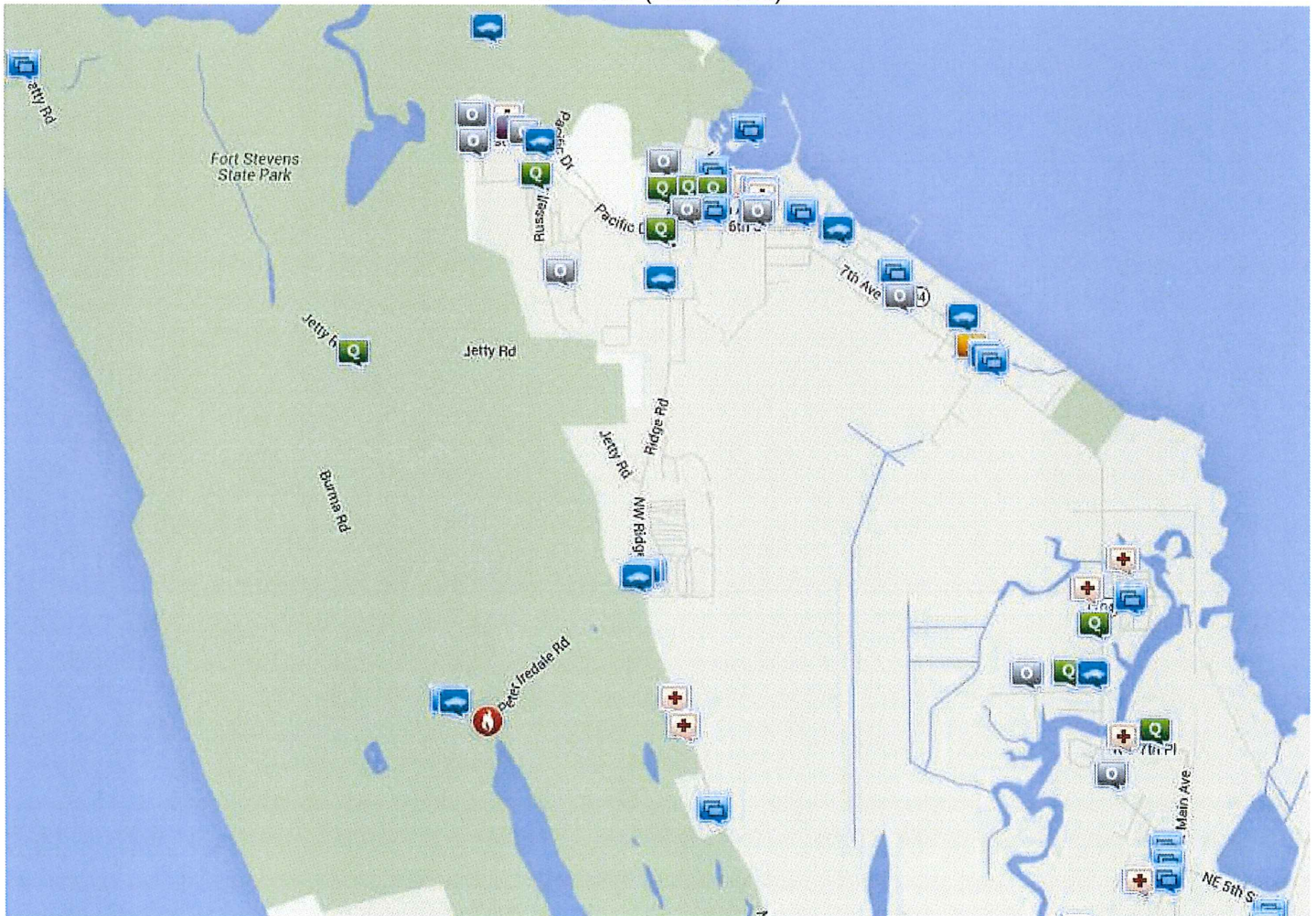
Choose incident types to view: [SELECT ALL](#) | [DESELECT ALL](#)

| | | |
|----------------------------------------------------------------|----------------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Breaking & Entering | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Quality of Life |
| <input checked="" type="checkbox"/> Homicide | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Disorder |
| <input checked="" type="checkbox"/> Robbery | <input checked="" type="checkbox"/> Property Crime Commercial | <input checked="" type="checkbox"/> Drugs |
| <input checked="" type="checkbox"/> Theft | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Liquor |
| <input checked="" type="checkbox"/> Theft of Vehicle | <input checked="" type="checkbox"/> Other | <input checked="" type="checkbox"/> Traffic |
| <input checked="" type="checkbox"/> Theft from Vehicle | <input checked="" type="checkbox"/> Alarm | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Vehicle Recovery | <input checked="" type="checkbox"/> Arson | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Death | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Other Sexual Offense | <input checked="" type="checkbox"/> Family Offense | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Kidnapping | <input checked="" type="checkbox"/> Pedestrian Stop |
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Missing Person | <input checked="" type="checkbox"/> Vehicle Stop |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Other | <input checked="" type="checkbox"/> Sex Offenders |
| | <input checked="" type="checkbox"/> Weapons Offense | |

Incidents (Warrenton)



Incidents (Hammond)



APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on September 8th, 2015

MEMBERS PRESENT: Chair Williams, Treasurer Talamantez, Secretary Moha, members Mitchell, O'Grady, Watson, Warren, and Fulton.

MEMBERS ABSENT: Bridgens.

GUESTS: Jim Servino, Astoria-Warrenton Chamber, Commissioner Henry Balensifer, Kurt Fritsch, City Manager

- I. CALL TO ORDER:** Meeting was called to order at 5:31 pm by Chair Williams
- II. GUEST SPEAKER:** None
- III. PUBLIC COMMENT:** Jim Servino. Need volunteers for Columbia Crossing.
- IV. APPROVAL OF AGENDA:** Items C, Bi-laws Committee, D, Letter of Support, and E, Storage, were added to agenda. Motion made by Moha to approve amended agenda, second by Talamantez. Approved unanimously.
- V. FINANCIAL REPORTS:** A motion was made by Fulton and second by Watson to approve the July financials. Motion passed unanimously
- VI. APPROVAL OF MINUTES:** A motion was made by Mitchell and second by Talamantez to approve the August 12, 2015 minutes. Motion passed unanimously.
- VII. NEW BUSINESS:**
 - A. Christmas Decorations:** Kristen ordered branches to repair tree. Kristen will send link for decorations and ask for feedback ASAP.
 - B. Review WBA Roles and responsibilities.** See item C for discussion.
 - C. Bi-laws Committee:** Commissioner Balensifer requested another alternate for the committee due to scheduling conflicts. After discussion Roxanne and Mike will be alternates. Fulton motioned to have Roxanne and Mike be alternates, Talamantez second. Motion passed unanimously.
 - D. Letter of Support for Commission.** Steve Fulton asked the WBA to draft a proclamation in support for the City Commissioners to make decisions in line with our city policies. This is in response to article in paper which Mayor Kujala defended the City for doing the right thing. O'Grady motioned and Watson second a motion to draft a letter in support of the City. Motion passed unanimously. Moha will draft letter.
 - E. Storage:** Talamantez asked Kurt how much the 18x24 storage unit was. Discussion on whether to built storage or continue to use current storage at old hardware store. Pat will ask how much to lease current location as it is a good size for us.

VIII. COMMITTEE REPORTS

- A. Old Fashioned Fourth Parade (Moha) None**
- B. Christmas Tree Lighting (Talamantez, Watson, and O'Grady) None**
- C. Signage (Fulton and O'Grady) Need replacement banner after storm. Pat recommends cloth as it should last longer. Talk about something more permanent and unique to town.**
- D. Business Recognition (Watson, Bridgens and Mitchell) Plaques to be given to Fire and Police in September. At end of month meeting. Ribbon cutting September 24 at American Mattress and 25th at Main Street Market.**

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on September 8th, 2015

E. Publicity/Website/Radio (Talamantez and Moha) Mitchell has bid for web site services. Will share with everyone. Consensus is we should go forward with this service.

F. Open House (Watson, Talamantez, Mitchell and Williams) 2nd week of December.

IX. CORRESPONDENCE: None

X. ITEMS TO BE ADDED TO NEXT AGENDA: Downtown Beatification, Town Publicity.

XI. ADJOURNMENT: Meeting was adjourned by Williams at 6:40 p.m. The next WBA board meeting is scheduled for 5:30p.m. October 14th, 2015 at Warrenton City Hall.

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on October 14, 2015

MEMBERS PRESENT: Chair Williams, Treasurer Talamantez, Secretary Moha, members Mitchell, O'Grady, Watson, Warren, Bridgens and Fulton.

MEMBERS ABSENT:

GUESTS: Jim Servino, Astoria-Warrenton Chamber, Mark Redwine

- I. CALL TO ORDER:** Meeting was called to order at 5:31 pm by Chair Williams
- II. GUEST SPEAKER:** CEDR, Mark Redwine. Mark spoke about the Small Business Management Program. Program runs October through June and focuses on small business development. Helps small business be successful in all aspects. Cost is \$600 and included helpful software.
- III. PUBLIC COMMENT:** Jim Servino. Columbia Crossing went very well.
- IV. APPROVAL OF AGENDA:** Item D, approval of website contract, added to agenda. Moha motioned and Talamantez second approval of amended agenda. Passed unanimously.
- V. FINANCIAL REPORTS:** A motion was made by Bridgens and second by Moha to approve the August financials. Motion passed unanimously
- VI. APPROVAL OF MINUTES:** A motion was made by Mitchell and second by Bridgens to approve the September 9, 2015 minutes. Motion passed unanimously.
- VII. NEW BUSINESS:**
 - A. and B. Goals, Roles, and Responsibilities and Proposed new Committees.** Discussion from the Bi-laws Committee. Really not much change to document and WBA needs to control meetings and get back on track to support and promote business. Discussion on WBA not controlling donations. This should be done by city during budget time.
Williams, Talamantez, and Moha proposed new committees that meetings and WBA functions will be based around. These committees will help bring people and business to Warrenton and should help WBA reach overall goals. Committees and members on the committees are:
 - Chamber of Commerce: Williams, O'Grady
 - CEDR: Talamantez, Warren
 - Tourism: Moha, Fulton
 - Business Recognition: Watson, Bridgens
 - Publicity: Mitchell, Talamantez
 - Events: Williams, Talamantez
 - C. Visitor Center:** Chamber does not want the responsibility of the Visitor Center anymore. Great opportunity for WBA to use center to help our mission. Skip at Chamber will kick back funding to city to fund the Visitor Center. Williams motioned for the WBA to take over the operations of the Visitor Center. Mitchell Second. Passed unanimously.
 - D. Website Proposal:** Motion was made by Talamantez and second by Warren to approve contract with Colin McDonald to set up and oversee WBA website. Pass unanimously.

VIII. COMMITTEE REPORTS

- A. Old Fashioned Fourth Parade (Moha) None**

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on October 14, 2015

- B. Christmas Tree Lighting** (Talamantez, Watson, and O'Grady) WBA will not do this event anymore. Church might want to take over this event.
- C. Signage** (Fulton and O'Grady) None
- D. Business Recognition** (Watson, Bridgens and Mitchell) None
- E. Publicity/Website/Radio** (Talamantez and Moha) None
- F. Open House** (Watson, Talamantez, Mitchell and Williams) None

IX. CORRESPONDENCE: None

X. ITEMS TO BE ADDED TO NEXT AGENDA:.

XI. ADJOURNMENT: Meeting was adjourned by Williams at 6:35 p.m. The next WBA board meeting is scheduled for 5:30p.m. November 11th, 2015 at Warrenton City Hall.

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on January 13, 2016

MEMBERS PRESENT: Chair Williams, Treasurer Talamantez, Secretary Moha, members Mitchell, Warren, Bridgens and Fulton.

MEMBERS ABSENT: O'Grady

GUESTS: Jim Servino, Astoria-Warrenton Chamber, Cliff Tuttle, Hampton Mill, Representative for TLC

- I. CALL TO ORDER:** Meeting was called to order at 5:36 pm by Chair Williams
- II. GUEST SPEAKER:** Cliff Tuttle of Hampton Mill. Cliff spoke about the mill. Hampton has been in operation for over 4 years. They have recently been approved for expansion of a \$3M dry kiln. Currently employ 139 hourly employees and 10 salary employees. Average wages are \$23 per hour. They usually have many applications for opening and currently have 7 "Red Hats." When they initially started operations in Warrenton more non locals were employed. Turned out locals worked better as non-locals usually left to go back to the valley. Still hard to find trade skills as mill work is becoming increasingly technical. Their apprenticeship program works well Hampton is looking for opportunities to get employees involved in community. WBA members planning a tour of the mill.
- III. PUBLIC COMMENT:** Jim Servino. Chamber Banquet is January 30. Tickets are \$35. Steve Fulton mentioned open house had low attendance. Will work with Chamber in future to have event
- IV. APPROVAL OF AGENDA:** Motion was made by Talamantez to approve agenda and second by Fulton. Motion passed unanimously.
- V. FINANCIAL REPORTS:** A motion was made Mitchell and second by Warren to approve the September, October, and November financials. Motion passed unanimously
- VI. APPROVAL OF MINUTES:** A motion was made by Mitchell and second by Bridgens to approve the October 14, 2015 minutes. Motion passed unanimously.
- VII. NEW BUSINESS:**
 - A. Election of Officers:** Mitchell motioned to keep officers same. Second by Fulton. Passed unanimously.
Roxanne Williams Chair, Kristin Talamantez Vice Chair, Mike Moha Secretary.
 - B. Website:** Colin is still collecting data for website. The address is warrentonba.com. Should be totally up and running soon. Will have update next meeting.

VIII. COMMITTEE REPORTS

- A. Chamber of Commerce:** Williams, O'Grady. Goal setting meeting is coming up. Breakfast is last Thursday of every month at 7:45 at Wet Dog.
 - B. CEDR:** Talamantez, Warren. March is annual banquet. Career fair is April 5th at the Fair Grounds. This is for 10th, 11th and 12th graders. WBA should have booth.
 - C. Tourism:** Moha, Fulton. LTCT meeting coming up. Sea lions are a problem. Whose problem?
 - D. Business Recognition:** Bridgens. Award was given out in December. Will give Rustic Salon award at February City meeting.
 - E. Publicity:** Mitchell, Talamantez. Gary doing a good job on businesses.
 - F. Events:** Williams, Talamantez. Open house next year will work on something different working with Chamber. Would like to get crab fest decoration up.
 - G. Planning Commission:** Mitchell, Bridgens, Moha. Next meeting is tomorrow, January 14th.
- IX. CORRESPONDENCE:** None

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on January 13, 2016

X. ITEMS TO BE ADDED TO NEXT AGENDA:

- XI. ADJOURNMENT:** Meeting was adjourned by Williams at 6:50 p.m. The next WBA board meeting is scheduled for 11:30 a.m. February 10th, 2016 at Warrenton City Hall.

5-F

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on February 10, 2016

MEMBERS PRESENT: Chair Williams, Treasurer Talamantez, Secretary Moha, members Mitchell, Warren, O'Grady, McGuffin, and Fulton.

MEMBERS ABSENT: Bridgens.

GUESTS: Jim Servino, Astoria-Warrenton Chamber, Commissioner Balansiefer

- I. **CALL TO ORDER:** Meeting was called to order at 11:30 pm by Chair Williams
- II. **GUEST SPEAKER:** None
- III. **PUBLIC COMMENT:** None
- IV. **APPROVAL OF AGENDA:** Motion was made by Talamantez to approve agenda and second by Moha. Motion passed unanimously.
- V. **FINANCIAL REPORTS:** A motion was made by Moha and second by Fulton to approve the December financials. Motion passed unanimously
- VI. **APPROVAL OF MINUTES:** A motion was made by Talamantez and second by Fulton to approve the January 13, 2016 minutes. Motion passed unanimously.
- VII. **NEW BUSINESS:**
 - A. **Website:** Colin gave a presentation on the warrenton.ba website. Suggested WBA purchase a tablet for administration of website.
 - B. **Goals:** Reviewed and discussed goals. See attached.

VIII. COMMITTEE REPORTS

- A. Chamber of Commerce: Williams, O'Grady.
 - B. CEDR: Talamantez, Warren.
 - C. Tourism: Moha, Fulton.
 - D. Business Recognition: Bridgens.
 - E. Publicity: Mitchell, Talamantez.
 - F. Events: Williams, Talamantez.
 - G. Planning Commission: Mitchell, Bridgens, Moha.
- IX. **CORRESPONDENCE:** None
 - X. **ITEMS TO BE ADDED TO NEXT AGENDA:**
 - XI. **ADJOURNMENT:** Meeting was adjourned by Williams at 612:50 p.m. The next WBA board meeting is scheduled for 5:30 pm. March 9th, 2016 at Warrenton City Hall.

WBA 2016-2017 Goals

***Strengthen Business Involvement**

Maintain partnerships with other City of Warrenton committees to achieve common goals.

Maintain involvement with the Chamber of Commerce and plan joint activity that promotes Warrenton businesses to be held in Warrenton.

Promote growth by participation in other local boards or associations including Astoria-Warrenton Chamber of Commerce, CEDR, LCTC, and Warrenton Planning Commission.

***Advertise**

Promote the WBA through Warrentonba.com website, Facebook, newspaper, radio, flier with license and signage to encourage more business participation.

Advertise for the Warrenton businesses utilizing existing resources and keep businesses updated on the Warrentonba.com website.

***Support local events and nonprofits**

5-7

APPROVED MINUTES
WARRENTON BUSINESS ASSOCIATION
Minutes of meeting on March 30th, 2016

MEMBERS PRESENT: Chair Williams, Treasurer Talamantez, Secretary Moha, members Mitchell, Warren, O'Grady, McGuffin, Bridgens, and Fulton.

MEMBERS ABSENT: None

GUESTS: Kurt Fritch, Commissioner Balansiefer

I. CALL TO ORDER: Meeting was called to order at 5:31 pm by Chair Williams

II. GUEST SPEAKER: None

III. PUBLIC COMMENT: None

IV. APPROVAL OF AGENDA:

V. FINANCIAL REPORTS:

VI. APPROVAL OF MINUTES:

VII. NEW BUSINESS:

- A. **Budget-Committee** went over budget and discussed multiple budget lines. Talked focused on getting the most value for our money for advertising for both WBA and local businesses. \$50,000 towards events/festivals needs to be discussed at next meeting before going to budget meeting to explain. Discussion on are we getting enough value out of radio show and weekly spot in paper. Should we renew contract with radio show? Should we go to every other week for Columbia Press? Will add these to agenda in April for discussion. Kristin will update the proposed budget and send it to the city.

VIII. COMMITTEE REPORTS None

- A. Chamber of Commerce: Williams, O'Grady.
- B. CEDR: Talamantez, Warren.
- C. Tourism: Moha, Fulton.
- D. Business Recognition: Bridgens.
- E. Publicity: Mitchell, Talamantez.
- F. Events: Williams, Talamantez.
- G. Planning Commission: Mitchell, Bridgens, Moha.

IX. CORRESPONDENCE: None

X. ITEMS TO BE ADDED TO NEXT AGENDA:

XI. ADJOURNMENT: Meeting Adjourned by Williams.

5-G

MINUTES FOR THE WARRENTON COMMUNITY LIBRARY ADVISORY BOARD FOR 29 APRIL 2016

The meeting of the Warrenton Community Library (WCL) Advisory Board was called to order by Judy Sivley at 10:30 a.m.

In attendance were Kelsey Balensifer, Baret Becker-Murphy, Jill Benish, Rochelle Coulombe, Natalie Duggan, Doug Rich, Judy Sivley and our Site Manager, Nettie-Lee Calog. Our special guest for the day was Kurt Fritsch, Warrenton City Manager.

Judy explained her workload for the past several months has been so demanding that she was resigning her position as Chairwoman of the WCL Advisory Board. Doug Rich moved that Kelsey Balensifer be elected as our new Chairwoman; it was seconded and unanimously passed. The Board thanked Judy for her work as Chair and for her continued work on many projects at WCL.

Kurt Fritsch began by asking what the WCL Advisory Board saw for the library in the future—Was it to build an entirely new building or to rent available space; was it to have just one location for the library or would it be practical and best to have one or more satellite locations? Most participants agreed that the present building was probably not worth trying to repair or to rebuild. Nettie enlarged on that idea and explained she was having someone inspect the building more closely. Since that meeting, the May 3rd, 2016 inspection confirmed the following deficiencies in the structure:

- The porch is separating from the building and therefore the sidewalk is getting more uneven all of the time.
- The roof is bowed, the floor is sagging and the whole building is giving out.
- They have blocked the ramp and it is not to be used, which takes away handicapped access. They will come out one morning soon and try and fix that temporarily. But even if this works it will only get this building through the end of the year at most.

Kurt briefly explained that even with the recent tax rate increases, the portion funded by property taxes will be under \$900,000 and will not adequately cover all City expenses, which includes WCL. He said we may need to look for generous donors to WCL, and we certainly need to increase our bond issue, but even that may not pass in the future.

Much discussion followed, including suggested venues to which WCL may be able to relocate. With Kurt's encouragement, we decided that we needed to take adequate time looking at options, to meet for short times more frequently to consider as many possibilities as we can, and to think about all issues in between those meetings. Kurt assured us he was willing to meet with us whenever we wished and he was able to meet. He wondered if the SDC (System Development Charge) was broad enough to include WCL in its planning.

Chairwoman Kelsey moved we adjourn, Jill Benish seconded the motion and it passed unanimously. We departed at 11:35 a.m.

Our next meeting date will be on 10 June 2016 at 10:30 a.m.

Respectfully submitted by Doug Rich, Recording Secretary.

"Making a difference through excellence of service"



CITY OF WARRENTON

6-B

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Mathew J. Workman, Chief of Police
DATE: May 24, 2016
SUBJ: Citizen Recognitions

SUMMARY

The Warrenton Police Department mission statement mentions citizen partnerships. Part of this partnership is the recognition of citizens for their efforts to help others in a time of need, tragedy, or during the commission of a crime. To this end the WPD would like to recognize three citizens for their efforts in two separate incidents which occurred in Warrenton. The two incidents are very different but share the commonality of everyday citizens stepping up to protect those who they do not know. The following citizens will be recognized:

- Chris Mayer
- Dan Withers
- Travis Addison

The department would also like to recognize the efforts of three of our Police Officers in assisting a citizen in mental health crisis. The following officers will be recognized:

- Berndt, Kraynak, & Wirt

RECOMMENDATION/SUGGESTED MOTION

N/A.

ALTERNATIVE

N/A.

FISCAL IMPACT

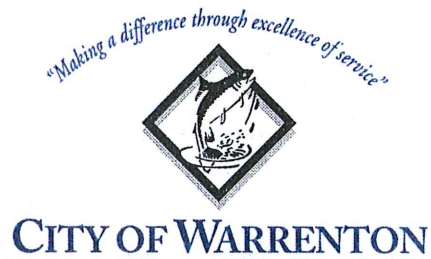
None.

ATTACHMENTS:

N/A

Approved by City Manager:

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kurt Fritsch, City Manager
DATE: May 24, 2016
SUBJ: Memorandum of Understanding – CREST, the Skipanon Water Control District and City of Warrenton

SUMMARY

We have enclosed the renewal of the *Memorandum of Understanding Regarding the 8th Street Dam Restoration Project* between the Columbia River Estuary Study Taskforce (CREST), the Skipanon Water Control District, and the City for your review and consideration. The previous agreement was approved in April of 2014 and expired December 31, 2015. The purpose of the renewal is to extend the agreement for two more years in order to complete the project, including approval by the Warrenton Planning Commission. Attached is the engineering study completed by Tetra Tech which includes the input from our third party engineer, West Consultants, Inc.

The Commission not ruling on the engineering study or its merits but is merely considering the renewal of the MOU to remove the dam and replace it with an emergency/general access bridge.

RECOMMENDATION/SUGGESTED MOTION

" I move to approve entering into and authorize signatures on the Memorandum of Understanding Regarding the 8th Street Dam Restoration Project between CREST, the Skipanon Water Control District, and the City of Warrenton."


ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Costs are to be covered through the CREST/BPA contract for the project.

Approved by City Manager:

_____

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

MEMORANDUM OF UNDERSTANDING
REGARDING THE
8th STREET DAM RESTORATION PROJECT

This agreement is made and entered into in duplicate originals this _____ day of _____, 2016, by and between the Columbia River Estuary Study Taskforce, hereinafter referred to as "CREST", the City of Warrenton, hereinafter referred to as "CITY", and the Skipanon Water Control District, hereinafter referred to as "DISTRICT".

RECITALS

- (1) CREST has a contract with Bonneville Power Administration under which funds are available to fund the 8th Street Dam Restoration Project.
- (2) The DISTRICT is the owner and manager of the 8th Street Dam Restoration Project.
- (3) The 8th Street Dam Restoration Project is located in the City of Warrenton, and CITY has a gravel, one-lane road on the top of the dam available for local and emergency access.
- (4) CREST, the CITY, and the DISTRICT have voluntarily agreed to work together on improving fish passage on the Skipanon River in the Columbia River Estuary. The 8th Street Dam Restoration Project will:
 1. Remove the water control structure, earthen dam and tidegates to improve fish passage and allow full tidal inundation above the dam.
 2. Install a 54' bridge to span the Skipanon River within the existing dam footprint to provide stakeholder access and satisfy the original construction easement between the DISTRICT and CITY.
- (5) The 8th Street Dam Restoration Project is estimated to cost approximately \$1,200,000 for engineering and construction. CREST will utilize funds from its Bonneville Power Administration (BPA) contract to fully fund the project. No match is required from the DISTRICT or CITY. CREST is the Project Manager and Fiscal Agent for the project funds. CREST will administer all contracts associated with the project. Oversight of the project will be completed by CREST, in collaboration with the DISTRICT and CITY.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and of the mutual promises and undertakings hereinafter set forth, the parties agree as follows:

I. Statement of Project

- 1.1 Based on the preliminary cost estimates, funds are currently available within CREST's BPA contract to cover all project costs. Implementation of this project will:
 - Remove the water control structure, earthen dam and tidegates.
 - Install a 54-foot, 16-foot single-lane bridge to span the Skipanon River, within the existing dam footprint, to improve fish passage and to allow full tidal inundation above the dam.

- Meet the objectives outlined in the Existing Conditions and Hydraulic Model Memo (Tetra Tech 2013) and Alternatives Analysis Report (2014).

1.2 The project completion date is _____.

2. Rights, Duties and Obligations of CREST. CREST shall:

2.1 Update the DISTRICT and CITY regularly on project status throughout engineering, design, and construction phases by participating in DISTRICT Board meetings, CITY Council meetings and other meetings as necessary.

2.2 Complete geotechnical investigation and full engineering to 100 percent in _____.

2.3 Provide an Engineering Plan for the DISTRICT, the CITY, Clatsop County Planning Department, and the public, from the project engineers, considering likely river behavior and, noting future operation and management post project implementation.

2.4 Assist with all public meetings regarding the project.

2.5 Present an engineered plan for construction of the 8th Street Dam Restoration Project to the City and DISTRICT in _____ for full approval.

CREST understands that the DISTRICT must hold a public meeting regarding this project and that the DISTRICT board must approve the full engineering plans in order for the project to be completed. Upon approval of 100 percent of the plans by the DISTRICT, CREST will complete the following:

2.6 Finalize all necessary funding for construction of the 8th Street Dam Restoration Project.

2.7 Obtain all federal, state and local environmental compliance and other permit approvals for the 8th Street Dam Restoration Project.

2.8 Select and hire a construction contractor. CREST shall manage the bidding process, selection of contractor, and manage the contracts for the project.

2.9 Contractor shall obtain and provide to CREST a Certificate of Insurance naming CREST, the CITY and the DISTRICT as additional insured and a Completion Bond for 100 percent of the total project costs.

2.10 Remove dam and tide gates and dispose offsite at a permitted upland location.

2.11 Install a bridge with single traffic lane and guardrails necessary for local traffic and emergency access.

2.12 Restore construction access areas to original condition.

2.13 Control water levels in the restoration area during, construction and prior to removing the dam.

2.14 Conduct pre- and post-project implementation monitoring following BPA Action Effectiveness Monitoring protocols, per CREST's contract with BPA. Provide AEM monitoring reports to BPA.

3. Rights, Duties and Obligations of the DISTRICT. The DISTRICT shall:

3.1 Provide input and approve completion of the project, involving removal of the dam and tide gates and installation of a free spanning 54' bridge within the footprint of the existing dam.

3.2 Allow construction access to the 8th Street Dam throughout the project.

3.3 Sign any necessary permit documents to allow the restoration project to move forward.

4. Rights, Duties and Obligations of the CITY. The CITY shall:

4.1 Provide input involving the installation of a free spanning 54' bridge within the footprint of the existing dam. The City shall review and approve plans at the pre-design, schematic design, and design development phases and prior to completion of construction documents.

4.2 Allow construction access to the 8th Street Dam throughout the project.

4.3 Assume ownership of the bridge and provide maintenance for the structure following the completion of construction work.

4.4 Allow for unrestricted water flow of the Skipanon River (up to 12' NGVD) at the project location.

5. INDEMNITY. Up to the limits of the Oregon Tort Claim Act, each party agrees to defend, hold harmless and indemnify other parties from any and all liability, damages, costs, expenses, and attorney fees arising out of the negligent act or omission of any officer, employee, board member, or agent of either party while acting within the scope of their duties and authority for activities arising out of this Memorandum of Understanding.

6. TERMINATION. Up until execution of a contract between the construction contractor and CREST, this agreement shall terminate upon the request of any party (CREST, CITY, or DISTRICT), after giving the other parties 90 days advance notice. Following execution of a contract between CONTRACTOR and CREST, this agreement shall terminate only after mutual agreement between CREST, the CITY, and the DISTRICT.

7. GENERAL PROVISIONS.

7.1 MODIFICATION. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred or assigned, except upon the written-signed consent of the parties. Prior to any modification of this agreement notice shall be provided to both parties at least 10 days in advance.

7.2 ATTORNEYS' FEES. Attorney fees, costs and disbursements necessary to enforce this agreement through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.

7.3 LEGAL REPRESENTATION. In entering into this agreement, each party has had the opportunity to consult with counsel or now waives that right.

7.4 NOTICES. Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:

7.4.1 actually delivered, or

7.4.2 three days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

7.5 LANGUAGE. The headings of the contract paragraphs are intended for information only and shall not be used to interpret paragraph contents. All masculine, feminine and neuter genders are interchangeable. All singular and plural nouns are interchangeable, unless the context requires otherwise.

7.6 INTEGRATION. This AGREEMENT supersedes all prior oral or written agreements between the parties regarding this site. It represents the entire agreement between the parties. Time is of the essence in all terms, provisions, covenants, and conditions in this agreement.

7.7 SAVINGS. Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.

7.8 JURISDICTION; LAW. This AGREEMENT is executed in the State of Oregon, and is subject to Clatsop County and Oregon law and jurisdiction. Venue shall be in Clatsop County, Oregon, unless otherwise agreed by the parties.

Acknowledgment: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ, UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS TO THE OTHER TO HAVE THE ACTUAL AND/OR APPARENT AUTHORITY TO BIND THEIR RESPECTIVE LEGAL PERSONS, CORPORATE OR OTHERWISE, IN CONTRACT.

COLUMBIA RIVER ESTUARY STUDY TASKFORCE

DATED THIS ____ DAY OF _____, 2016.

By _____

SKIPANON WATER CONTROL DISTRICT

DATED THIS ____ DAY OF _____, 2016.

By _____

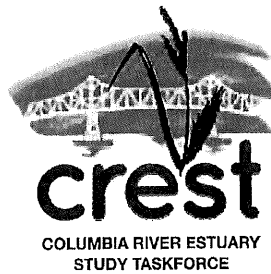
Title _____

CITY OF WARRENTON

DATED THIS ____ DAY OF _____, 2016.

By _____

Title _____



MEMO

To: City of Warrenton Commission

From: Denise Lofman, CREST Director

Date: March 16, 2014

RE: 8th Street Dam Restoration Project – Project Background and Constraints

The 8th Street Dam Restoration Project is designed to remove the Skipanon Water Control District dam and replace it with a 16' wide, 54' long bridge that remains within the footprint of the current water control structure.

The City of Warrenton Commission has been informed and updated regarding this project at Commission meetings in March 2013 and April 2014. As of March 2015, CREST has spent \$200,000 on feasibility, engineering and permitting. We have designed the dam removal and bridge replacement based on extensive conversations with both the Skipanon Water Control District and the City. We are preparing to implement the project this summer. The Memorandum of Understanding (MOU) that you are being asked to approve was approved by the Commission last April 2014. The action is simply a housekeeping item, as I updated the MOU to add the Skipanon Water Control District so all three key project stakeholders are included in one MOU.

PROJECT BACKGROUND

The Skipanon Water Control District formally gained full control and ownership of the 8th Street structure in February 2014 when the 50 year design life of the structure expired. The District and CREST had already begun working together to explore the possibility of completely removing the structure from the Skipanon River. The District no longer wishes to maintain the structure as maintenance will become more expensive over time and its ability to provide flood control is limited. Additionally, the dam was inspected by the Oregon Water Resources Department in December 2012 and deemed to be a significant hazard. The report notes the structure may actually be considered a high hazard, but more information is needed to make that determination. (The letter from NRCS turning control and ownership of the structure over to the Skipanon Water Control District and the report from OWRD are attached for background information.)

As CREST began to consider assisting with the project, I spoke with Kurt Fritsch about the possibility of removing the dam and he indicated the City would require access over the Skipanon River at the dam location for public safety because Galena Street is unable to pass large emergency vehicles.

Given the needs of both the District and City, this project has been designed as a compromise. The Skipanon Water Control District strongly desires for there to be no structure and no bridge at the 8th Street location, allowing unimpeded fish passage and tidal inundation at the site. The City must have emergency access across the river and would like to have a two lane bridge. CREST wishes to provide fish access while honoring the City's need to ensure public safety.

In August 2013, prior to beginning any feasibility or engineering on the project, Matt Van Ess, CREST Restoration Program Manager, and I met with the City Manager, Public Works Director, and Fire Chief to discuss access issues and concerns. CREST does not have the funds available to build a two lane bridge to replace the 8th Street structure. We have been very clear about this from the early discussions regarding the project. We met with City Staff very early in the process because we wanted to clarify the emergency access needs of the City given our funding limits and design and permitting constraints. During the meeting, the Fire Chief indicated that the fire department required at least a 12' wide structure that was designed to carry fire trucks and emergency vehicles and that he would be satisfied with a bridge that met these requirements. We confirmed with City Staff at that time that we would design a bridge to those specifications.

The District has also been willing to compromise and has approved the building of the one lane bridge at the 8th Street Dam location. CREST requires their approval to remove the structure and also needs their signature for Department of State Lands and US Army Corps permits as the owner of the structure.

PROJECT CONSTRAINTS

As I have stated at my presentations to the Commission in the past, CREST has the funds to remove the water control structure and to replace it with a bridge that stays within the footprint of the dam, allowing for one way vehicle travel across the Skipanon River. Last year, the City asked CREST to request an estimate from our engineer of what the increased costs would be if we were to make the bridge two lanes. The engineer estimated the expansion would require \$800,000. CREST cannot cover this additional cost.

Our funding from Bonneville Power Administration will cover the current cost of the project. Every CREST project is reviewed by a scientific panel and scored for Salmon Benefit Units or

SBU's, this provides a cost-benefit ratio for our projects. The 8th Street Dam Project has enough SBU's to cover the \$1.2 million project that CREST has designed. With CREST's source of funding the 16' width is the very best we can do.

Even with matching the access that is currently available, the project has been a challenging project to design and permit because of the Army Corps levees and permitting concerns. It will be a challenging project to build, the largest and most technical project CREST has undertaken to date.

I have informed the City Commission at every presentation that we would be open to widening the bridge if the City or others covered the extra cost. However, those decisions should have been made early in the process. If we were to widen the bridge now, we would be required to re-engineer the structure, adding significant time and engineering costs to the project. Creating a wider structure will change the environmental compliance process. It will require additional in-water work, driving piles in the water rather than the current structure, increasing our in-water work window, perhaps impacting US Army Corps levees, and increasing the difficulty of permitting.

If the City requires a two lane bridge and is unable to provide funding to assist in the costs for a wider structure, we will not be able to implement the project as planned. Given the safety and maintenance concerns regarding the structure, we are open to paying for the removal of the 8th Street Dam, which is the most significant cost of the project. Once the structure is removed, the City and landowners on the east side of the Skipanon River could determine the best access for those properties, whether it be a two lane bridge or a different access by road.

Coordinating the diverse perspectives of this project has taken a considerable amount of CREST's staff time, in addition to the year and a half of feasibility and engineering that has already been completed. CREST has spent \$200,000 on the project and has done so in good faith, going before the City Commission multiple times, attending public Skipanon Water Control District board meetings, and being transparent regarding our intentions and the compromises needed to implement the project. CREST is dedicated to working with stakeholders and finding compromises so that multiple needs are met, and we look forward to working through this process with the City and District and moving to implementation.



United States Department of Agriculture

Natural
Resources
Conservation
Service

1201 NE Lloyd Blvd.
Suite 900
Portland, OR 98682
Voice 503-414-3206

February 14, 2014

Tessa James Scheller, Chair
Skipanon Water Control District
32607 Turlay Ln.
Warrenton, OR 97146

Dear Ms. Scheller:

Through the USDA Small Watershed Program, the Natural Resources Conservation Service (NRCS) provided assistance with the installation of three water control structures along Skipanon River in 1963: the Cullaby Lake structure; the middle (Plyter) structure and the 8th Street structure in Warrenton. All three structures were designed with a useful life of 50 years. As the structures reached the end of their useful life in 2013, the operation and maintenance agreement between NRCS and the Skipanon Water Control District (District) expired.

Now that the operation and maintenance agreement has expired for the Skipanon River water control structures, the federal interest is complete. The District is free to operate and maintain the structures as the owner, unencumbered by NRCS requirements. The District is free to pursue modifications and/or decommissioning of the Skipanon water control structures in an environmentally sound and safe manner. As the District pursues alternatives regarding the structures, NRCS engineering staff is interested in informally reviewing future studies and work and providing technical comments, though the District is no longer obligated to consult with NRCS.

The Skipanon Water Control District is to be praised for your efforts in properly operating and maintaining the structures. The District has been an outstanding Project Sponsor, performing all operation and maintenance (O&M) as required, and has notified NRCS in writing when adjustments to the O&M plan were necessary. NRCS appreciates your outstanding efforts over the years.

Sincerely,

RONALD ALVARADO
State Conservationist

cc

Noller Herbert, Director, Conservation Engineering Division, Washington, DC
Ron Smith, State Conservation Engineer, NRCS, Portland Oregon
Leo Preston, Acting North Coast Basin Team Leader, NRCS, Portland, Oregon
Tria Yang, Clatsop County District Conservationist, NRCS, Portland, Oregon
Roslyn Gray, North Coast Basin Engineer, NRCS, Portland, Oregon
Meghan Walter, State Hydraulic Engineer, NRCS, Portland, Oregon



Oregon

John A. Kitzhaber, MD, Governor

Water Resources Department

North Mall Office Building

725 Summer St. NE, Suite A

Salem, OR 97301

Phone 503-986-0900

FAX 503-986-0904

www.wrd.state.or.us

January 15, 2013

Meghan Walter, P.E.

State Hydraulic Engineer and LGBT Special Emphasis Program Manager

USDA Natural Resources Conservation Service

1201 NE Lloyd Blvd Suite 900

Portland, OR 97232

Re: Skipanon River Dam – Special Inspection Summary

This dam was inspected on December 10, 2012. I performed a cursory inspection of the structure and of the levees upstream and downstream of the structure. The Water Resources Department conducts routine inspections to identify safety, maintenance or operational issues that may affect dam integrity. This was a special inspection done at the request of the Oregon office of the NRCS. Although this dam is 19.2 feet high, we apparently do not have this in our dam safety database.

I reviewed this structure on 8th Street in Warrenton. Based on information from the NRCS, this structure on the Skipanon River was constructed in 1963 under the PL-566 watershed protection program. It apparently was designed with a 50-year life. It is now 50 years after construction of this structure. Key findings from this inspection are illustrated and described in the following photos and text.

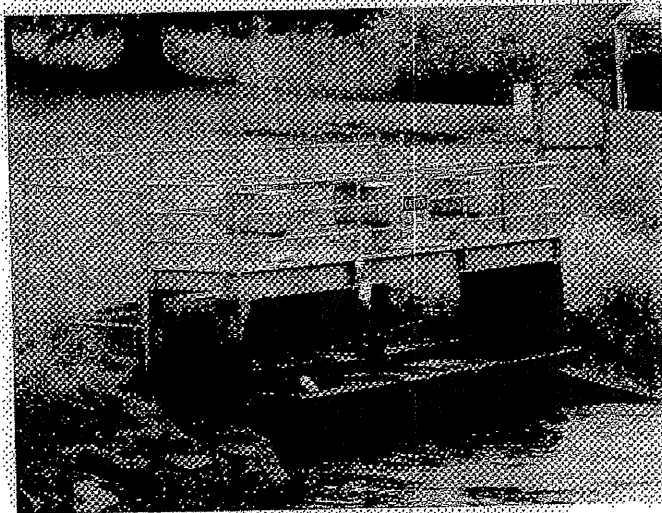


Upstream face and crest of structure

The structure consists of an embankment spanning the Skipanon River with three concrete box culverts controlled by tide gates. Each box culvert is 10 ft high and 8 ft wide. The top width of the dam is 12 ft. The difference in elevation between the culvert bottoms to the top of dam is 19.3 ft. There is no emergency spillway on this structure, and the hydraulic structures are much more flow restrictive than the natural channel.



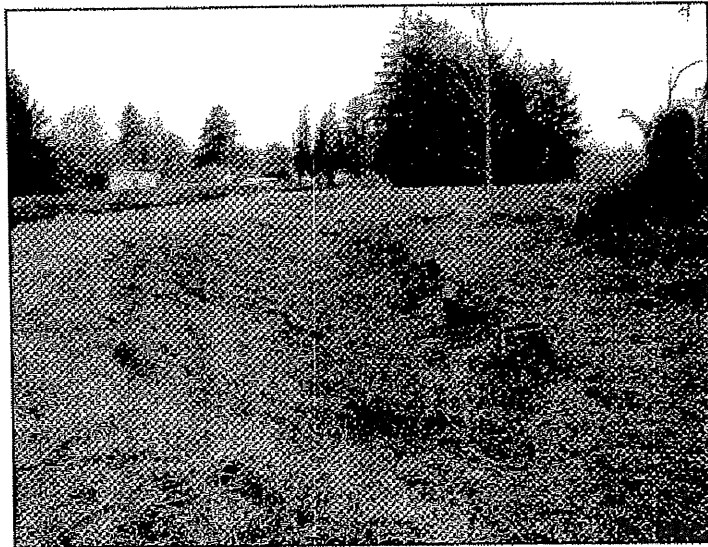
Apparently the dam was originally designed and constructed as a low hazard dam or perhaps even a non-statutory dam, since it is not in the Oregon dam safety files. It is high enough to be a statutory dam, though we have no information on storage. The structure is located in the middle of the town of Warrenton, with homes mostly on the west side of the structure, and along the dikes. Many of these homes appear to post date original of construction of this tidal/flood retention structure.



Downstream face of structure

As can be seen in the photo above, there is no evidence of recent gate operations. There is significant rust on the control mechanisms, and these may no longer be functional. The original purpose of the structure was to provide flood control for up to a 10-year recurrence event. This is complicated by large tides that may occur on this river near the confluence with the Columbia, and close to the Pacific Ocean. I am aware that studies by NRCS in the late 1990's and early 2000's indicate the original hydrologic analysis was not accurate and the structure actually only provides flood protection up to a 2-year event, rather than a 10-year event. The structure is tidally influenced and local reports indicate that, under major tides, water approaches the top of dam and that is without any storm event.

This dam is very close to the Cascadia Subduction Zone, and in addition, there is a major strike slip fault that starts near the Skipanon River Peninsula. Peak ground acceleration values have changed significantly since the time of the original design, when this area was believed to have low seismic risk.



Dike in general location of shallow cracks, on both faces

In addition to the observations at the dam, I inspected the dikes immediately upstream and downstream from the structure. While there is evidence of recent removal of large trees, there are also some cracks in the adjacent levees, indicating generally weak levee materials and potential levee failure when water approaches the top of the levees.

Preliminary Findings

1. The dam may no longer be capable of meeting a flood control objective, and based on the condition of the dam and NRCS hydrologic studies, probably increases risk to persons near the dam in a major hydrologic or tidal flood.
2. After inspection of the structure and surrounding area, I believe that the hazard classification of this dam has probably changed, to significant. Without a dam breach inundation analysis a high hazard classification cannot be ruled out.
3. An engineering analysis of the dam, and options for its removal are warranted.
4. If not removed, adding this structure to the NID, and evaluation of storage capacity to determine if it is statutory, are likely both needed. If it remains, an analysis to show it can safely pass a design flood will also be needed.

Sincerely,

Keith Mills, P.E., Dam Safety Engineer
(503) 986-0840
Cell (541) 706-0849

C: Barry Norris, State Engineer

Skipanon Water Control District

Board of Directors

February 23, 2016

Pacific Grange

Meeting Minutes

Board Members Present: Tessa Scheller, Gail Galen, Bruce Francis, Robert Stricklin, Chuck Switzer

Introductions & Announcements. Guests: Denise Lofman & Matt Van Ness (CREST); Kurt Fritsch (City of Warrenton - "COW")

Adopt Agenda: Robert/Chuck/unanimous

Public Comments (items not on the agenda)

Presentations from guests (if any) Crest delivered to Board all Tetra Tech documents including a large document on thumb drive.

Review/Accept Minutes. Add Ryan Kilgren from Tetra Tech at December 18, 2015 meeting. Bruce/Chuck/unanimous

Treasurer's Report: Chuck/Bruce/unanimous

New Business:

District Engineering Plan (by Tetra Tech)- is now owned by SWCD, courtesy of CREST, since removal project is on indefinite hold. Motion to accept ownership of the SWCD new District Engineering Plan, dated February 2016, Gail/Bruce/unanimous.

Hearing schedule - On hold, until board receives feedback from COW, regarding possible renewal of MOU? Denise said the Engineering Plan does not need to change: Denise and Matt suggested we set a hearing date to formalize engineering plan to enable COW to process the new situation, which is the cancellation of planned replacement of 8th Street Structure with a single lane bridge. April 20, 6:00 pm is set as date for hearing. Notice to go in Daily Astoria Friday March 18.

Project Updates - COW had installed warning signage on 8th street; since knocked down; COW is aware of that problem. Chuck thanked Kurt Fritsch for COW filling large potholes on west side of 8th street.

Close roadway and remove grating - Tessa reviewed the upstream parts of 8th Street

structure (grates, cat walks) that have no useful purpose, and pose a maintenance issue for regular debris removal. Parts may be useful at other district structures and might be worth saving. When equipment is on site for that job, SWCD should also complete closing of structure to public usage, by placing "Jersey barriers" off roadway, with locked chain/gate, with extra key to COW for utility usage as stated in the original 1960s easement. Other items discussed were possibility of future spillway as previously recommended by NRCS engineers, and approaching other partners (Watershed Council/OWEB, local tribal leaders, fishing and hunting advocacy groups) for funding the complete removal of the structure. Bruce asked Chair to invite comment from Kurt Fritsch representing COW. Kurt Fritsch would like to share our current plans under discussion with COW commission, now that the original project as approved and funded by BPA has been officially terminated. He said emergency access is his biggest concern, in the big picture. Fritsch suggested a clear message of our new situation to the COW. If we involve the planning commission again, in an attempt to revive the original removal/bridge we should consider involving Tetra Tech in expert testimony presentation. He is willing to ask COW to vote again on renewing original MOU. Denise: the last MOU expired in December, after CREST spent a large number of work hours on this project. She reiterated, CREST only works with willing, voluntary project partners, not needing to fight in adversarial fashion for a project's completion. Denise said as soon as there are willing partners, CREST will move forward with this shovel-ready project. Other project support noted by Tessa; OR Fish & Wildlife, and Federal NRCS, U.S. Fish and Wildlife. Kurt would like to attempt to renew the expired MOU, with COW. Robert/Bruce motion to approve signing renewal of three-party MOU with expiration date extension of two years. Discussion: Bruce noted we have already achieved permits and engineering work of value, and we should try to move forward, rather than risking conflict and alienation within the community by proceeding with blocking access due to our liability exposure. General agreement of BOD. Tessa also wants to find agreeable solutions, but also not let up on actively addressing our documented continued liability exposure. Vote: unanimous.

Removal of grating will wait for outcome of above.

8th Street Structure removal project with new bridge, is officially closed until further notice.

O & M Updates - disconnected log boom at Cullaby Lake structure needs repair; Gail & Tessa plan to fix the connection.

Water Level Log - Tessa reviewed a few high recent water events, noting drainage rate about 3 inches per day is typical. Noted need to remove old boards, no longer in use, from middle structure, and also final removal of boards in middle structure fish ladder, which will require a chain saw.

Board Member Reports. Gail mentioned Devils Lake Water Improvement District plan to assess aeration to prevent harmful algae blooms, and she plans to follow. Also Chuck mentioned seeing more water based wildlife lately.

Good of the Order

Adjourn 1:24 pm

**Skipanon Water Control District
Board of Directors
December 18, 2015
Pacific Grange**

Members Present: Tessa Scheller, Bruce Francis, Gail Galen, Chuck Switzer, Robert Stricklin

Called to order 1:12 (Immediately following Executive Session: "In accordance with ORS 192.660 (2) (e) and (h), to conduct deliberations with persons you have designated to negotiate real property transactions. 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.")

1. Introductions & Announcements

Guests: CREST representatives: Madeline Ishikawa, Denise Lofman, Justin Saydell, Kelly Hossaini

(Partner, Real Estate and Land Use Team Leader, Miller Nash Graham & Dunn LLP)

Public: Robert Clark (Columbia Pacific common Sense), Lori Durheim, Ted Thomas (CPCS), Susana Gladwin

2. Adopt Agenda motion Gail/Bruce/Unanimous

3. Public Comments (items not on the agenda)

Lori Durheim - hopes SWCD approves the draft resolution against LNG. CPCS meeting last night was shown our agenda item to discuss LNG.

Ted Thomas - cited DEQ permit for sulfur oxide as evidence that export was the plan from the outset, rather than import as originally presented, which he points out could indicate applicant perjury during the process.

Robert Clark - cited Paris climate conference that the best way to limit CO2 is to leave it in the ground.

4. Review/Accept Minutes from October 30, 2015: Bruce/Chuck/Unanimous

5. Treasurer's Report: Bruce/Chuck/Unanimous

6. New Business:

● *LNG Resolution* Copies were handed to guests. City of Astoria's resolution was used as an outline, with additions and changes specific to SWCD's mission as pertains to water quality, fish habitat, and recreation. Floor opened to comments: Bruce: "common sense". Chuck: cited geologic concerns with the proposed site, known fault line and unstable soils. Gail: pertinent and appropriate for approval by SWCD. Motion to approve the resolution Chuck/Gail. Discussion: Bruce recused himself from voting because of membership on County Planning

Commission. Vote: Unanimous except abstention by Bruce. Gail suggested press release; Robert said it's public record anyway. Chuck doesn't see the need.

●*District Engineering Plan*: Tessa had requested modifications relative to O&M Page (18). The only operations going forward would be Cullaby Lake structure. (8.5 = 12.1 due to different datum source.) Was updated as of December 2015. Tessa suggests that if the 8th Street bridge project does not go forward, we may have to change the engineering plan to reflect that. It was suggested we alter wording in Engineering Plan to suggest SWCD wants to remove the structure, with no mention of a bridge; remove all references to bridge beyond one sentence that the COW requests a bridge. Plan language to reflect that The SWCD BOD is in favor of decommissioning and removing the 8th Street Tidegate structure - discussion as to whether we need various supporting reasons to be stated as follows: unsafe; fish passage barrier; ineffective at purpose of flood control; expensive to maintain; restricts water flow; degrades water quality. Motion to include reasons: Bruce/Chuck/ Discussion: Robert: hesitated to include it in a "plan" document. Bruce: appropriate to state reasons because of unwilling COW. Gail queried if stating "unsafe" increased liability; others pointed out that it is already known and documented as unsafe after a WRD inspection. Vote: Unanimous for Tetra Tech to make changes, including aforementioned reasons.

●*Project Updates*: Tide gates were removed, contractor Clean Sweep Inc. was good to work with and came in under budget. The tide gates were removed for future recycling by the contractor and no future liability to us.

●*O & M Updates* - first fall freshette gauge reached 9.4, dam needed no adjustment. Then before next rain gauge at 8.7 starting level, followed by record rainfall that led to high water, regardless of how low the Cullaby dam gates were placed. Tessa contacted Sheriff office and public works about residences within District at risk during inundations (south of Perkins on Dolphin).

●*Water Level Log* - not available for presentation, but commissioners all aware of recent rain inundations, resulting in levels guessed to be 13 feet (well over gage) in late November. Stories exchanged about high water experiences, this past month. Tessa noted Neacoxie was not as affected by high water, due to changes in the historic water flow direction. Dec 10 had lots of water over Dolphin Road; the most Tessa has ever seen.

●*Insurance invoice* arrived: \$3342 Motion to sign "longevity credit and rate lock agreement" for discount: Robert/Chuck/Unanimous.

7. Board Member Reports: Bruce; Shoreline Sanitary District is now fully connected to the Warrenton (CoW) sewer services.

8. Good of the Order

9. Adjourn 2:15

Submitted by Gail Galen, Secretary/Treasurer



United States Department of Agriculture

Natural
Resources
Conservation
Service

1201 NE Lloyd Blvd.
Suite 900
Portland, OR 98682
Voice 503-414-3206

February 14, 2014

Tessa James Scheller, Chair
Skipanon Water Control District
32607 Turlay Ln.
Warrenton, OR 97146

Dear Ms. Scheller:

Through the USDA Small Watershed Program, the Natural Resources Conservation Service (NRCS) provided assistance with the installation of three water control structures along Skipanon River in 1963: the Cullaby Lake structure; the middle (Plyter) structure and the 8th Street structure in Warrenton. All three structures were designed with a useful life of 50 years. As the structures reached the end of their useful life in 2013, the operation and maintenance agreement between NRCS and the Skipanon Water Control District (District) expired.

Now that the operation and maintenance agreement has expired for the Skipanon River water control structures, the federal interest is complete. The District is free to operate and maintain the structures as the owner, unencumbered by NRCS requirements. The District is free to pursue modifications and/or decommissioning of the Skipanon water control structures in an environmentally sound and safe manner. As the District pursues alternatives regarding the structures, NRCS engineering staff is interested in informally reviewing future studies and work and providing technical comments, though the District is no longer obligated to consult with NRCS.

The Skipanon Water Control District is to be praised for your efforts in properly operating and maintaining the structures. The District has been an outstanding Project Sponsor, performing all operation and maintenance (O&M) as required, and has notified NRCS in writing when adjustments to the O&M plan were necessary. NRCS appreciates your outstanding efforts over the years.

Sincerely,

RONALD ALVARADO
State Conservationist

cc

Noller Herbert, Director, Conservation Engineering Division, Washington, DC
Ron Smith, State Conservation Engineer, NRCS, Portland Oregon
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Tria Yang, Clatsop County District Conservationist, NRCS, Portland, Oregon
Roslyn Gray, North Coast Basin Engineer, NRCS, Portland, Oregon
Meghan Walter, State Hydraulic Engineer, NRCS, Portland, Oregon

MEMO

To: Madeline Ishikawa (Columbia River Estuary Study Taskforce)
Matt Van Ess (Columbia River Estuary Study Taskforce)

Cc:

From: Ryan Kilgren, PE
David Munro, PWS

Date: February 2016

Subject: Skipanon River 8th Street Project Updated Hydraulic Modeling

1.0 INTRODUCTION

The Columbia River Estuary Task Force (CREST) is proposing to replace the 8th Street Dam, a water control structure on the Skipanon River in Warrenton, OR, with a free-span bridge. Hydraulic modeling and project designs were completed in 2013 and 2014, respectively (Tetra Tech 2013, Tetra Tech 2014, and Tetra Tech 2015).

During the land use permitting process, the City of Warrenton requested West Consultants, Inc. peer-review the hydraulic model and basis of design report. CREST then requested additional hydraulic modeling to address WEST's comments (WEST Consultants 2015). Specifically, CREST requested Tetra Tech evaluate the impacts of upstream bridge parameters on with-project flow conditions, survey and include additional channel cross sections in the study, and update previously modeled water surface elevations by extending the cross sections into the floodplain. This memo is intended to describe the methods used to update the hydraulic model and summarize the results.

2.0 8TH STREET DAM EXISTING OPERATIONAL CONDITIONS

The previous hydraulic analysis for the Skipanon River 8th Street Dam conducted for the replacement project considered the existing conditions for the dam to have tidegates in the open position (Tetra Tech 2013) and utilized hydrologic information developed by the NRCS (2002). These conditions were not changed for the updated model. **The tidegate position for the existing condition and the hydrology is based on information developed by NRCS (1999, 2001, and 2002) and it was communicated to Tetra Tech by CREST and the Skipanon Water Control District that the tidegates have been operated in the fully open position since the spring of 2012 (Tetra Tech 2013).** The Skipanon Water Control District is committed to operating the water control structure at 8th Street with the tidegates open year-round, until the structure is removed and replaced.

3.0 MODELED FLOODPLAIN AND BRIDGES

The model geometry was revised from that utilized in previous studies (Tetra Tech 2013, 2014, and 2015) using supplemental surveyed bathymetric and topographic data and bare earth LiDAR-derived topographic data. An additional 39 cross sections were surveyed along the length of the Skipanon River from the OR HWY 104S to the Carnahan Park bridges, including those cross sections surveyed upstream and downstream of bridges identified (**Table 1**) for inclusion in the updated model. The model was extended upstream to include the Skipanon River adjacent to Carnahan Park and downstream of the Cullaby Lake Water Control Structure. Thirteen of the additional cross sections were collected between the OR HWY 104S and US HWY 101 bridges to represent the winding and sluggish nature of this section. A total of 12 bridges were added to the updated model (**Table 1**). Floodplain topographies were derived from the DOGAMI 2009 LiDAR dataset and added to the model cross sections.

Table 1. Bridges added to updated model.

| HEC-RAS Station | Bridge Name |
|-----------------|----------------------------------|
| 41834.94 | Carnahan Park |
| 38209.61 | Private Bridge |
| 36058.62 | Private Bridge |
| 35254.14 | Private Bridge (Scheller Bridge) |
| 33633.32 | Private Bridge |
| 32381.26 | Private Bridge |
| 31250.28 | Waterworks Road |
| 30172.59 | Fort to Sea Trail |
| 27887.42 | Perkins Lane |
| 25818.07 | Dolphin Road |
| 22729.18 | US HWY 101 |
| 17201.69 | OR HWY 104S |

4.0 MODEL ROUGHNESS COEFFICIENTS

Hydraulic resistance along the river bed, bank, and floodplain is accounted for in the model through designation of Manning's n roughness coefficients. The Manning's n roughness coefficients were revised in the updated model to represent varying floodplain surface types. The roughness coefficients selected for the floodplain areas were determined through inspection of land cover types along each model cross section and by utilizing roughness coefficients provided in published literature (ODOT 2011 and HEC-RAS user manual USACE 2010) that correspond to the land cover types identified. A single roughness coefficient was selected for the channel and as previously described (Tetra Tech 2013) was determined using the ODOT Hydraulics Manual (2011) to be representative of primarily plain-bed streams that are generally clean, winding, with some pools and riffles, and that may include weedy, sluggish, and rougher gravel sections. Simulations of the two previously evaluated low flow calibration events were then conducted using the updated model and the model results were compared to

previous calibration results to confirm the roughness coefficient selected. The final Manning's n values applied to all higher flow simulations are provided in **Table 2**.

Table 2. Manning's Roughness Coefficients used in updated hydraulic modeling.

| Roughness Type | Roughness Coefficient |
|----------------|-----------------------|
| Channel | 0.045 |
| Marsh | 0.07 |
| Forest | 0.10 |
| Pasture | 0.05 |
| Urban | 0.055 |

5.0 MODELED HYDROLOGIC CONDITIONS

As described in previous project documentation (NRCS 2002), the Skipanon River is ungaged and all runoff hydrologies are estimated. Higher precision estimates would require flow measurements. In the absence of flow measurements, the previous analysis and updated analysis presented here rely upon flows estimated using the drainage area ratio method to scale gage information from the nearby Youngs River to the Skipanon River. The drainage area ratio method is a commonly used technique for estimating streamflow for ungaged locations and is described by the following equation:

$$Q_{ungaged} = \frac{A_{ungaged}}{A_{gaged}} \times Q_{gaged}$$

where:

$Q_{ungaged}$ = Flow at the ungaged location (e.g. Skipanon River),

Q_{gaged} = Flow at the gaged location (e.g. Youngs River),

$A_{ungaged}$ = Drainage area at the ungaged location (e.g. Skipanon River), and

A_{gaged} = Drainage area at the gaged location (e.g. Youngs River).

When using the drainage area ratio method, it is preferable to use gaged sites with drainage area equal to, or else as close to as possible, the drainage area of the ungaged location. Additionally, it is preferable to use gaged site data that has similar precipitation and expected runoff patterns. If possible, it is preferable to use a gaged site within the same drainage basin, but if not possible, selecting a nearby gage with similar drainage area, precipitation, and expected runoff is a common technique of hydrologic analyses. The Youngs River watershed is relatively close, approximately 5 miles, to the Skipanon River watershed, has similar precipitation and expected runoff patterns, and also provides the nearest gaged watershed with respect to the location of the Skipanon River.

For the updated analysis presented here, an additional high flow hydrograph was developed by utilizing the estimated 100-year peak discharge of 1,570 cubic feet per second for the Skipanon River (OWRD 2013). The boundary conditions associated with the 100-year return period flood hydrograph combined with the normal tide is shown in **Figure 1**.

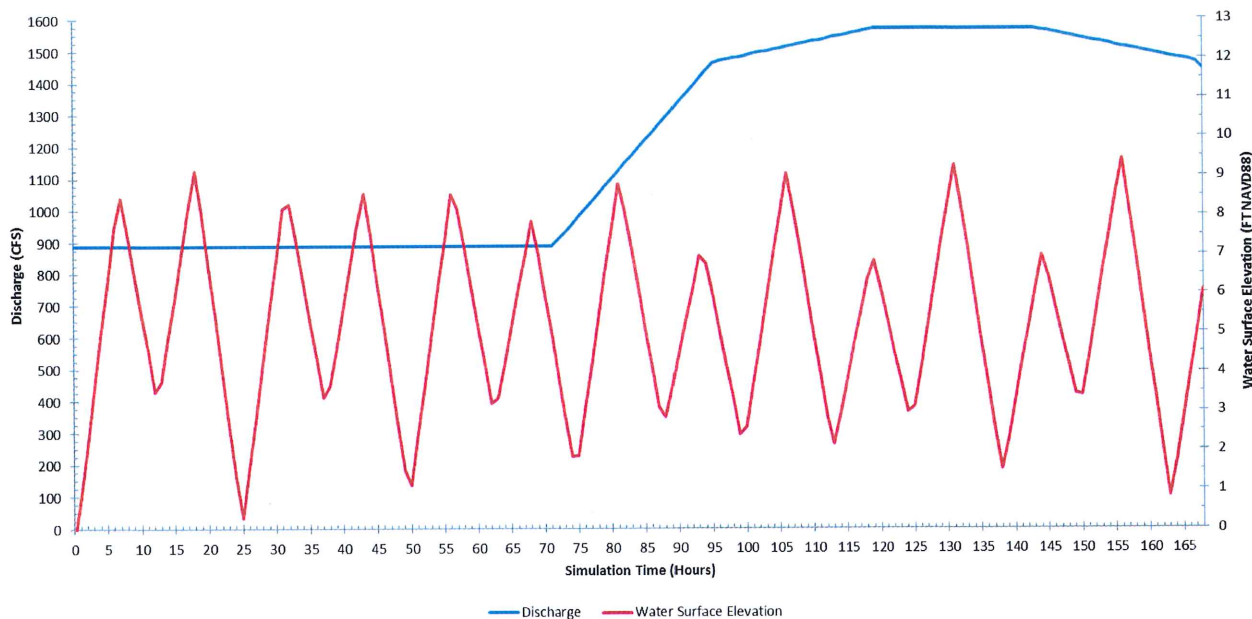


Figure 1. Boundary condition for 100-year return period flood flow and normal tide.

Similar to the previous analysis, this 100-year hydrograph was evaluated assuming coincident occurrence of a normal tide cycle (**Table 3**). The bridge design criteria cited in previous project documentation (Tetra Tech 2013) was established from the ODOT bridge design criteria (ODOT 2011) as a minimum standard, which utilizes the mean higher high water (MHHW) level occurring coincident with the design flood event. The previously estimated MHHW (Tetra Tech 2013) for the Skipanon River is 8.81 feet relative to the North American Vertical Datum of 1988 (NAVD88). The evaluated normal tide condition has a 7 day duration, with a maximum tidal elevation of 9.44 feet NAVD88. Thus, the normal tide cycle used is both appropriate for design performance evaluation of the proposed bridge and provides a conservative downstream model boundary condition that has a higher MHHW than the minimum design standard.

Table 3. Modeled hydrologic conditions.

| Scenario | Return Period Flood Flow (years) | Tide Cycle |
|----------|----------------------------------|------------|
| 1 | 2 | Normal |
| 2 | 10 | Normal |
| 3 | 25 | Normal |
| 4 | 100 | Normal |

6.0 RESULTS

The comparison of the with- and without-project conditions for each of the evaluated hydrologic scenarios informs the potential influence of the project on the Skipanon River maximum water surface elevations. The larger conveyance area associated with the with-project bridge results in a tidal influence that extends further upstream

of the proposed 8th Street bridge for each of the hydrologic scenarios except for the 100-year return period flood flow. The model results indicated that for the hydraulic conditions along the Skipanon River for the normal tide with 100-year return period flood flow are dominated by the upstream flood flow and that the water surface elevations are dominated by the ability of the river reach to convey the flood rather than the tidal influence. **The increased conveyance capacity associated with the proposed bridge increases the ability of the watershed to efficiently drain and convey the 100-year flow.** Conversely, the remaining hydrologic conditions are influenced more heavily by tidal effects and the associated limitation of drainage of watershed runoff imposed by the hydraulic grade maintained by the higher tides. The largest relative increases in upstream elevations for the with-project conditions subsequently occur during hydrologic conditions most dominated by tidal influences and least dominated by riverine influences or rather during the higher frequency (lower peak discharge) return period flood flows. The largest increase occurs for the 2-year return period flows. The maximum increases occur close to the proposed 8th Street bridge, and decrease in the upstream direction as the tidal influence dampens.

The maximum increases in water surface elevation for each scenario are provided in **Table 4**. The maximum predicted increase for the normal tide occurs with 2-year flood flow event as 0.15 feet (approximately 1.8 inches) and at a location along the reach of the Skipanon River between OR HWY 104S and 8th Street. This reach has levee-protected right banks and high natural ground on the left bank. The increases do not cause the water surface elevation within this river reach to exceed the capacity of the levee and high ground; and therefore, the with-project conditions do not result in increased inundation of the floodplain. **Figure 2** shows an example cross section along this reach with the water surface elevations plotted for the with- and without-project conditions.

The maximum predicted increase for the normal tide and 2-year flood flow event between OR HWY 104S and US HWY 101 is 0.13 feet (approximately 1.6 inches). Within this reach, the floodplain areas immediately adjacent to the channel are densely vegetated with riparian and wetland plants. Additionally, tidal slough channels exist allowing connectivity from the channel to the wetland areas. Overbank flows occur along this reach for both the with- and without-project conditions. **Figure 3** and **Figure 4** show example cross sections along this reach with the modeled water surface elevations plotted for the with- and without-project conditions.

Table 4. Maximum increases and decreases in water surface elevation along the Skipanon River associated with the with-project conditions.*

| Scenario | Return Period Flood Flow (years) | Tide Cycle | Maximum Increase in Water Surface Elevation With-Project Along Entire Skipanon River (shown with units of feet and inches within brackets)feet) | Maximum Increase in Water Surface Elevation With-Project Between 8 th Street and OR HWY 104S (feet) | Maximum Increase in Water Surface Elevation With-Project Between OR HWY 104S and US HWY 101 (feet) | Maximum Increase in Water Surface Elevation With-Project Between US HWY 101 and Dolphin Road (feet) |
|----------|----------------------------------|------------|-------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|
| 1 | 2 | Normal | 0.15 [1.8] | 0.15 ¹ | 0.13 ^{2,3} | 0.12 ^{2,3} |
| 2 | 10 | Normal | 0.08 [1] | 0.08 ¹ | 0.08 ^{2,3} | 0.07 ^{2,3} |
| 3 | 25 | Normal | 0.07 [0.8] | 0.07 ¹ | 0.07 ^{2,3} | 0.06 ^{2,3} |
| 4 | 100 | Normal | 0.01 [0.1] | -0.1 ¹ | -0.13 ^{2,3} | -0.05 ^{2,3} |

Notes

1. Flow is confined to the channel or levee protected area only

2. Overbank/floodplain flow occurs for the without-project conditions

3. Overbank/floodplain flow occurs for the with-project conditions

* Negative values correspond to lower water surfaces elevations predicted for the with-project conditions than the without-project conditions.

The next reach of the Skipanon River extends upstream from the US HWY 101 bridge to the Dolphin Road bridge. The maximum predicted increase for the normal tide and 2-year flood flow event within this reach is 0.12 feet (approximately 1.4 inches) and occurs within 350 feet upstream of the US HWY 101 bridge (**Figure 5**). The floodplain areas immediately adjacent to the channel of this reach are densely vegetated with riparian and wetland plants. Along the upper 1,000 feet of this reach, with the exception of flow through an ungated culvert, flow connection with the wetland (floodplain) areas to the east do not occur until flood flows cause the Skipanon River level to exceed the Dolphin Road berm elevation. However, except for the both the with- and without-project conditions for the 100-year return period flow, overtopping of the Dolphin Road berm is not predicted to occur for either the with- or without-project conditions for each of the higher frequency return periods (i.e. 2-year, 10-year, and 25-year) modeled. Flow confinement within the Skipanon River channel and non-overtopping of the Dolphin Road berm for the 2-year return period modeled results is shown in **Figure 6**.

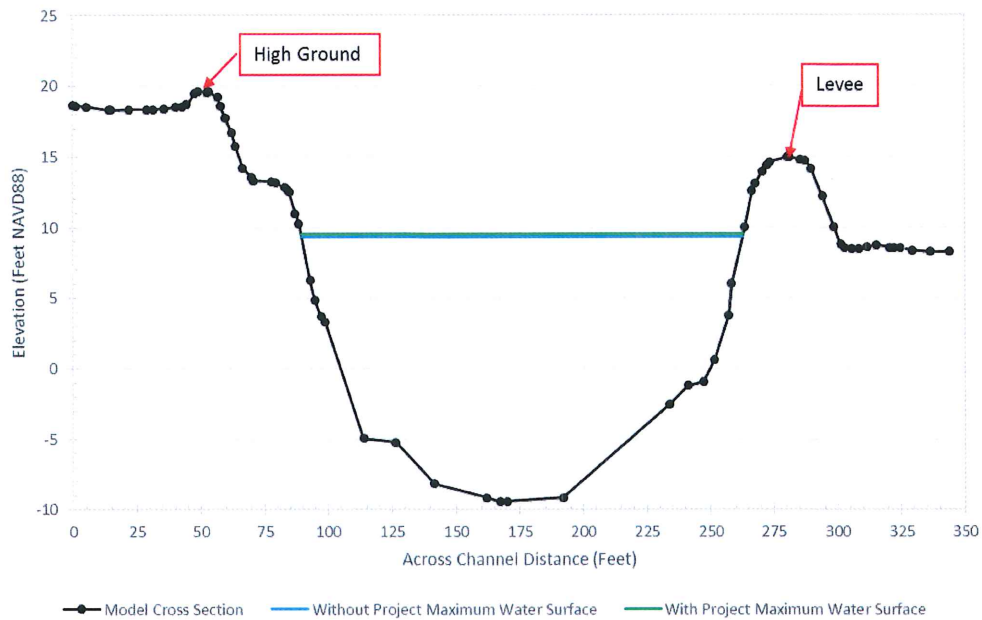


Figure 2. Maximum water surface elevations for With- and Without-Project conditions between OR HWY 104S bridge and 8th Street crossing at cross section station 11903.3 for the normal tide and 2-year return period flood flow. Note that the difference between the With- and Without-project conditions is 0.15 feet and not discernible on the plot.

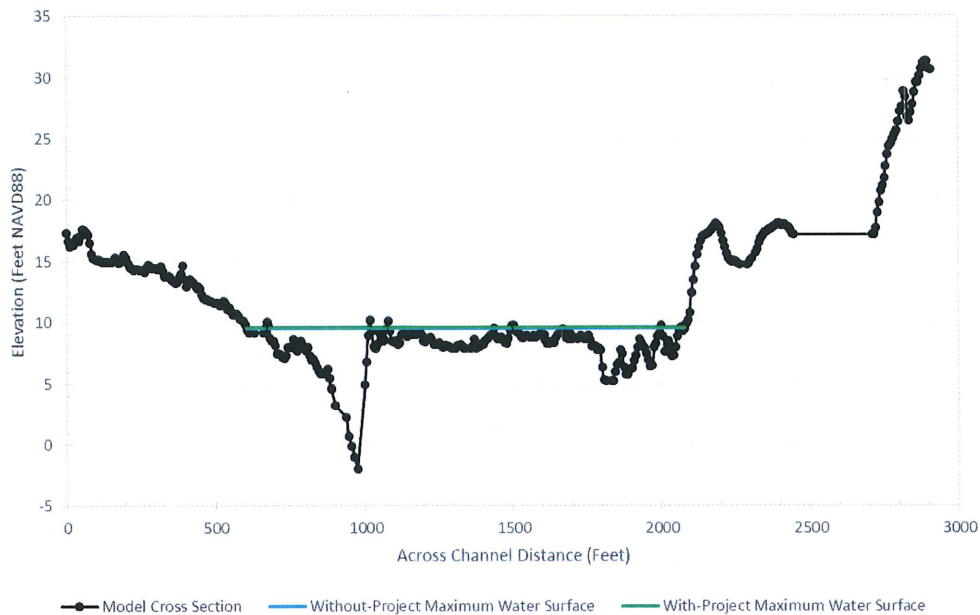


Figure 3. Maximum water surface elevations for With- and Without-Project conditions between US HWY 101 bridge and OR HWY 104S bridge at cross section station 20597.5 for the normal tide and 2-year return period flood flow. Note that the difference between the With- and Without-Project conditions is 0.13 feet and not discernible on the plot.

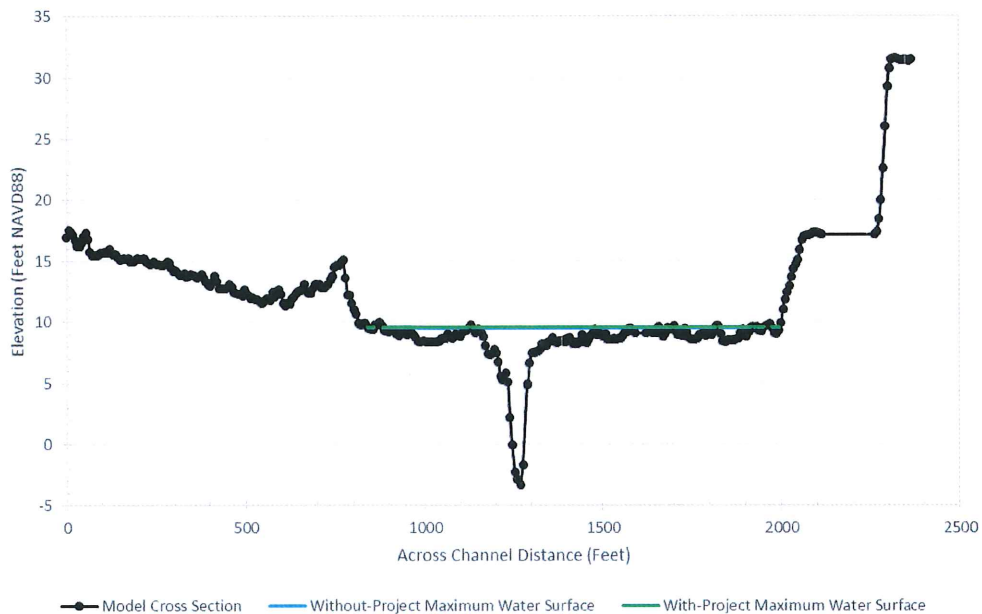


Figure 4. Maximum water surface elevations for With- and Without-Project conditions between US HWY 101 bridge and OR HWY 104S bridge at cross section station 20912.67 for the normal tide and 2-year return period flood flow. Note that the difference between the With- and Without-Project conditions is 0.12 feet and not discernible on the plot.

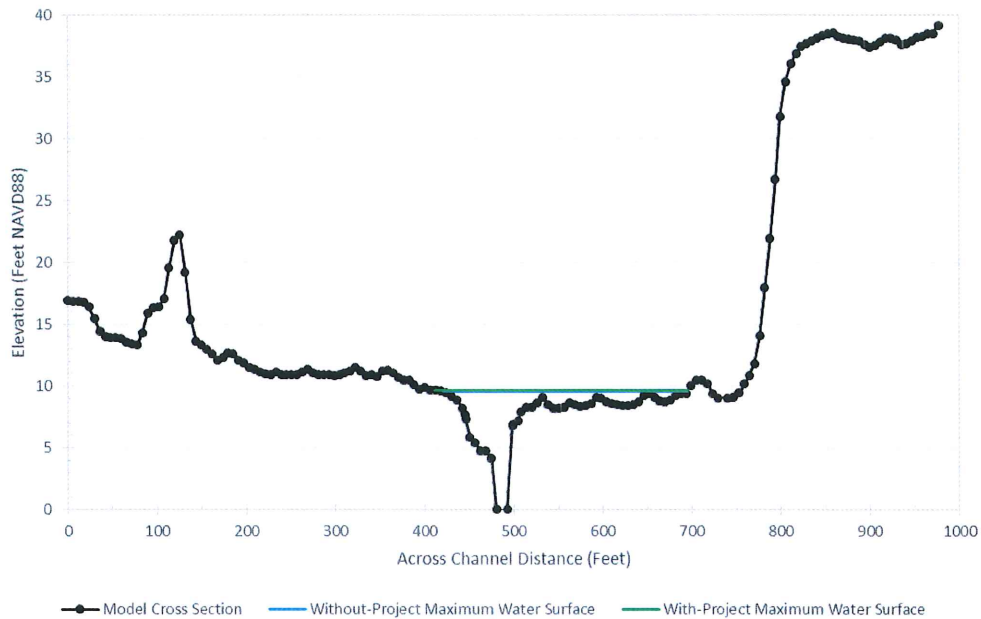


Figure 5. Maximum water surface elevations for With- and Without-Project conditions between Dolphin Road bridge and US HWY 101 bridge at cross section station 23078.58 for the normal tide and 2-year return period flood flow. Note that the difference between the With- and Without-Project conditions is 0.12 feet and not discernible on the plot.

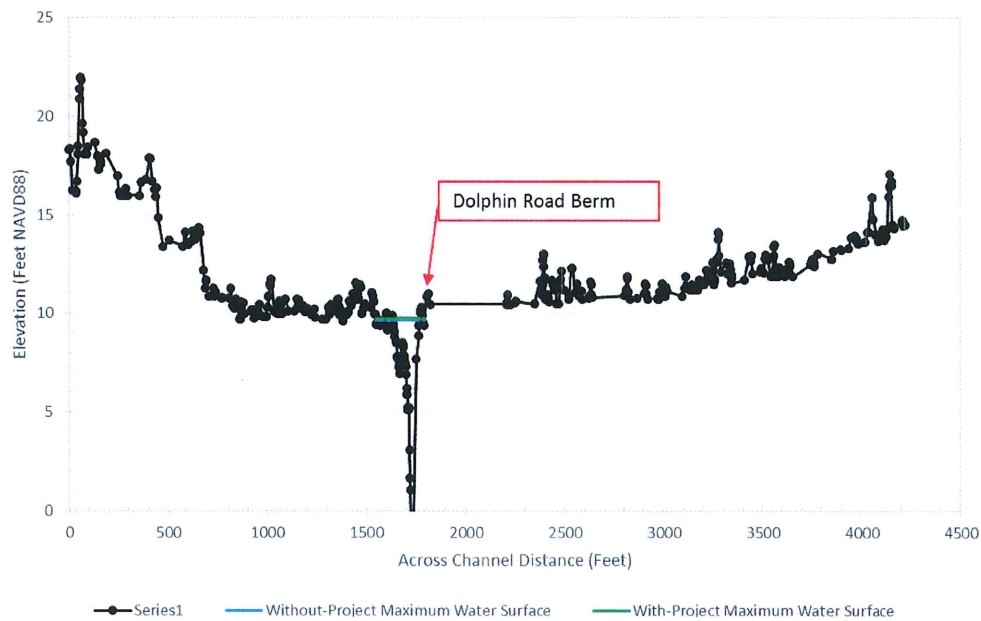


Figure 6. Maximum water surface elevations for With- and Without-Project conditions between Dolphin Road bridge and US HWY 101 bridge at cross section station 25022.3 for the normal tide and 2-year return period flood flow. Note that the difference between the With- and Without-Project conditions is 0.09 feet and not discernible on the plot.

Attachment A to this memorandum includes tabulated results for the maximum water surface elevations at each modeled cross section and for each of the evaluated scenarios for the with- and without-project conditions.

Attachment B to this memorandum includes longitudinal channel profile plots of the maximum water surface elevation for the normal tide scenarios and longitudinal channel profile plots of differences between the with- and without-project conditions for the normal tide condition.

7.0 SUMMARY

The main points of the revised and previous studies in terms of the potential effects of the proposed project on upstream water surface elevations and flooding during flood events (Tetra Tech 2013, Tetra Tech 2014, and Tetra Tech 2015) are summarized as follows:

- CREST staff collected photographic documentation of high water levels along the Skipanon River occurring on December 10, 2015 that were associated with a combination of high flows on the Skipanon River and high downstream tide elevation. These photos are provided Attachment C to this memorandum.
- No instrument collected discharge measurements are known to exist for the Skipanon River, nor were any collected as part of this project nor made available to this project from other planning and design projects along the Skipanon River. The gaged flow record from the Youngs River was utilized to develop flood hydrographs for the Skipanon River using the drainage area ratio method. The hydrographs developed were assigned peak flows with a duration of 24 hours, which provides a conservatively long duration estimate of inflow value for a small watershed with rainfall-runoff dominated flood regime.
- Flood flow hydrographs obtained from previous NRCS analysis (NRCS 2002) used standard methods of practice to scale the flows from the Youngs River, a nearby and similar watershed, with a gaged record of water surface elevation. This standard hydrologic analytical technique is commonly applied to ungaged basins in order to develop flow scenarios for the evaluation of hydraulic effects.
- A 100-year hydrograph was estimated using the peak discharge provided by the Oregon Water Resources Department's (OWRD 2013) regional regression application and then by scaling from the NRCS (2002) developed hydrographs to obtain a 7 day flow event.
- There are no high flow water surface elevation measurements to compare and calibrate higher flow events, nor are there corresponding measured discharges that could be used to simulate those events if they were available.
- Installation of the proposed 8th Street bridge would improve fish passage by reducing the velocity and eliminating the covered (culverted) swimming section of the river.
- Installation of the proposed 8th Street bridge would increase the conveyance of the river and nutrient exchange to improve water quality conditions within the Skipanon River.
- For the majority of the return flows, installation of the proposed 8th Street bridge would minimally increase tidal influence upstream of the 8th Street Bridge (**Table 4**) with the largest predicted impact on upstream maximum water surface elevations as a 0.15 foot (approximately 1.8 inches) increase during lower return period (lower flow, e.g. 2-year return period flood flow) flood events and decrease as the return period increases (increase of 0.08 feet for the 10-year return period flood flow, 0.07 feet for the 25-year return period flood flow, and 0.01 feet for the 100-year return period flood flow).
- For some return periods and locations along the Skipanon River, lower maximum water surface elevations are predicted for the with-project conditions due to the increased conveyance associated with the larger opening of the proposed bridge than the existing culverts. The largest decrease predicted of - 0.18 feet (approximately 2.2 inches) occurs between the OR HWY 104S and US HWY 101 bridges at HEC-RAS cross section station 19616.13 for the 100-year return period flow (See Attachment A). Therefore, it is logical to interpret that during these return periods, the with-project conditions will improve potential upstream flood conditions by allowing water to drain out of the system more efficiently.
- The largest increases, 0.15 feet (1.8 inches), predicted for the with-project conditions for the normal tide scenarios occurs during the 2-year flood and within the Skipanon River reach that is partially levee protected (between the OR HWY 104S bridge and 8th Street). **The increase does not result in flows**

leaving the channel. No flooding occurs during this scenario. The increases diminish moving upstream, and either:

- Impact tidal wetland areas that are also inundated for the without-project conditions, or
- Do not cause the flow within the channel to rise above the bank elevation.
- All water surface elevation increases are minimal, on the order of 0.1 feet or less.
- Water surface elevation increases predicted to cause overbank/floodplain flows occur for both the with- and without-project conditions (**Table 4**). Therefore, the implementation of the with-project conditions will not worsen flood conditions within the Skipanon River basin. Scenarios where flooding may occur with the proposed bridge in place would also occur under current site conditions.

8.0 REFERENCES

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9.0 ATTACHMENTS

- A. Tabular model results
- B. Normal tide scenario along channel profiles of maximum water surface elevation
- C. Photo log of high Skipanon River flows and tides occurring on December 10, 2015

Attachment A. Tabular model results

| River Station | Existing Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Alternative Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Differences between Alternative Conditions and Existing Conditions (Feet) | | | |
|-----------------------------------|--------------------------------------------------------------------|---------|---------|----------|-----------------------------------------------------------------------|---------|---------|----------|---------------------------------------------------------------------------|---------|---------|----------|
| | Normal Tide | | | | Normal Tide | | | | Normal Tide | | | |
| | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year |
| 41922.11 | 15.16 | 16.52 | 16.85 | 19.31 | 15.16 | 16.52 | 16.85 | 19.31 | 0 | 0 | 0 | 0 |
| 41859.26 | 14.99 | 16.32 | 16.64 | 18.96 | 14.99 | 16.32 | 16.64 | 18.96 | 0 | 0 | 0 | 0 |
| 41834.94 Carnahan Park Bridge | | | | | | | | | | | | |
| 41827.02 | 15.08 | 16.41 | 16.74 | 18.81 | 15.08 | 16.41 | 16.74 | 18.81 | 0 | 0 | 0 | 0 |
| 41722.68 | 15.05 | 16.39 | 16.72 | 18.83 | 15.05 | 16.39 | 16.72 | 18.83 | 0 | 0 | 0 | 0 |
| 41600.46 | 14.99 | 16.31 | 16.64 | 18.76 | 14.99 | 16.31 | 16.64 | 18.76 | 0 | 0 | 0 | 0 |
| 41371.59 | 14.9 | 16.2 | 16.52 | 18.62 | 14.9 | 16.2 | 16.52 | 18.62 | 0 | 0 | 0 | 0 |
| 41103.69 | 14.77 | 16.04 | 16.35 | 18.32 | 14.77 | 16.04 | 16.35 | 18.32 | 0 | 0 | 0 | 0 |
| 40930.22 | 14.68 | 15.93 | 16.24 | 18.09 | 14.68 | 15.93 | 16.23 | 18.09 | 0 | 0 | -0.01 | 0 |
| 40823.07 | 14.61 | 15.84 | 16.15 | 17.91 | 14.61 | 15.84 | 16.15 | 17.91 | 0 | 0 | 0 | 0 |
| 40634.26 | 14.51 | 15.72 | 16.02 | 17.72 | 14.51 | 15.72 | 16.02 | 17.72 | 0 | 0 | 0 | 0 |
| 40416.53 | 14.37 | 15.57 | 15.87 | 17.58 | 14.37 | 15.57 | 15.87 | 17.58 | 0 | 0 | 0 | 0 |
| 40113.33 | 14.18 | 15.32 | 15.63 | 17.42 | 14.18 | 15.32 | 15.63 | 17.42 | 0 | 0 | 0 | 0 |
| 40018.01 | 14.12 | 15.25 | 15.56 | 17.36 | 14.12 | 15.25 | 15.55 | 17.36 | 0 | 0 | -0.01 | 0 |
| 39823.96 | 14 | 15.1 | 15.39 | 17.09 | 14 | 15.1 | 15.39 | 17.09 | 0 | 0 | 0 | 0 |
| 39629 | 13.89 | 14.95 | 15.22 | 16.87 | 13.89 | 14.95 | 15.22 | 16.87 | 0 | 0 | 0 | 0 |
| 39331.79 | 13.72 | 14.74 | 14.98 | 16.63 | 13.72 | 14.74 | 14.98 | 16.62 | 0 | 0 | 0 | -0.01 |
| 39044.79 | 13.57 | 14.62 | 14.86 | 16.54 | 13.57 | 14.62 | 14.86 | 16.53 | 0 | 0 | 0 | -0.01 |
| 38750.57 | 13.4 | 14.43 | 14.66 | 16.47 | 13.4 | 14.43 | 14.66 | 16.47 | 0 | 0 | 0 | 0 |
| 38458.33 | 13.26 | 14.25 | 14.47 | 16.41 | 13.26 | 14.25 | 14.47 | 16.41 | 0 | 0 | 0 | 0 |
| 38263.08 | 13.17 | 14.13 | 14.34 | 16.22 | 13.17 | 14.13 | 14.34 | 16.22 | 0 | 0 | 0 | 0 |
| 38209.61 Private Bridge | | | | | | | | | | | | |
| 38188.41 | 13.13 | 14.07 | 14.27 | 15.89 | 13.13 | 14.07 | 14.27 | 15.89 | 0 | 0 | 0 | 0 |
| 37974.45 | 13.06 | 13.96 | 14.16 | 15.68 | 13.06 | 13.96 | 14.16 | 15.68 | 0 | 0 | 0 | 0 |
| 37682.11 | 12.98 | 13.86 | 14.05 | 15.47 | 12.97 | 13.86 | 14.05 | 15.47 | -0.01 | 0 | 0 | 0 |
| 37290.49 | 12.87 | 13.72 | 13.9 | 15.26 | 12.87 | 13.72 | 13.9 | 15.25 | 0 | 0 | 0 | -0.01 |
| 37251.59 | 12.86 | 13.72 | 13.9 | 15.26 | 12.86 | 13.72 | 13.9 | 15.26 | 0 | 0 | 0 | 0 |
| 37109.09 | 12.81 | 13.68 | 13.87 | 15.23 | 12.81 | 13.68 | 13.87 | 15.23 | 0 | 0 | 0 | 0 |
| 37095.09 Middle Control Structure | | | | | | | | | | | | |
| 37058.79 | 12.66 | 13.53 | 13.72 | 15.18 | 12.66 | 13.53 | 13.72 | 15.18 | 0 | 0 | 0 | 0 |
| 36763.71 | 12.55 | 13.41 | 13.6 | 15.12 | 12.55 | 13.41 | 13.6 | 15.11 | 0 | 0 | 0 | -0.01 |
| 36104.02 | 12.4 | 13.24 | 13.42 | 14.98 | 12.4 | 13.24 | 13.42 | 14.98 | 0 | 0 | 0 | 0 |
| 36058.62 Private Bridge | | | | | | | | | | | | |
| 36049.46 | 12.37 | 13.22 | 13.4 | 14.96 | 12.37 | 13.22 | 13.4 | 14.96 | 0 | 0 | 0 | 0 |
| 35862.28 | 12.35 | 13.2 | 13.38 | 14.93 | 12.35 | 13.2 | 13.38 | 14.93 | 0 | 0 | 0 | 0 |
| 35279.85 | 12.13 | 13 | 13.18 | 14.74 | 12.13 | 13 | 13.18 | 14.74 | 0 | 0 | 0 | 0 |
| 35254.14 Scheller Bridge | | | | | | | | | | | | |
| 35196.96 | 12.04 | 12.84 | 13.02 | 14.56 | 12.04 | 12.84 | 13.02 | 14.56 | 0 | 0 | 0 | 0 |
| 34779.19 | 11.96 | 12.74 | 12.92 | 14.46 | 11.96 | 12.74 | 12.92 | 14.45 | 0 | 0 | 0 | -0.01 |
| 34486.2 | 11.92 | 12.71 | 12.89 | 14.43 | 11.92 | 12.71 | 12.89 | 14.42 | 0 | 0 | 0 | -0.01 |
| 34192.33 | 11.89 | 12.68 | 12.86 | 14.4 | 11.89 | 12.68 | 12.86 | 14.39 | 0 | 0 | 0 | -0.01 |
| 33995.48 | 11.86 | 12.65 | 12.83 | 14.37 | 11.85 | 12.65 | 12.83 | 14.36 | -0.01 | 0 | 0 | -0.01 |
| 33703.39 | 11.79 | 12.6 | 12.78 | 14.32 | 11.79 | 12.6 | 12.78 | 14.31 | 0 | 0 | 0 | -0.01 |
| 33642.67 | 11.7 | 12.51 | 12.7 | 14.24 | 11.7 | 12.51 | 12.7 | 14.24 | 0 | 0 | 0 | 0 |
| 33633.32 Private Bridge | | | | | | | | | | | | |

Tabular model results (continued)

| River Station | Existing Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Alternative Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Differences between Alternative Conditions and Existing Conditions (Feet) | | | |
|------------------------------|--------------------------------------------------------------------|---------|---------|----------|-----------------------------------------------------------------------|---------|---------|----------|---------------------------------------------------------------------------|---------|---------|----------|
| | Normal Tide | | | | Normal Tide | | | | Normal Tide | | | |
| | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year |
| 33615.96 | 11.71 | 12.49 | 12.67 | 14.15 | 11.71 | 12.49 | 12.66 | 14.15 | 0 | 0 | -0.01 | 0 |
| 33304.96 | 11.58 | 12.36 | 12.53 | 14.02 | 11.58 | 12.36 | 12.53 | 14.01 | 0 | 0 | 0 | -0.01 |
| 33004.41 | 11.48 | 12.29 | 12.47 | 13.96 | 11.48 | 12.29 | 12.46 | 13.95 | 0 | 0 | -0.01 | -0.01 |
| 32399.88 | 11.2 | 11.97 | 12.15 | 13.7 | 11.2 | 11.97 | 12.15 | 13.69 | 0 | 0 | 0 | -0.01 |
| 32381.26 Private Bridge | | | | | | | | | | | | |
| 32363.33 | 11.18 | 11.96 | 12.14 | 13.7 | 11.18 | 11.96 | 12.13 | 13.69 | 0 | 0 | -0.01 | -0.01 |
| 32105.12 | 11.14 | 11.92 | 12.1 | 13.67 | 11.14 | 11.92 | 12.1 | 13.66 | 0 | 0 | 0 | -0.01 |
| 31801.96 | 11.04 | 11.83 | 12.01 | 13.57 | 11.05 | 11.83 | 12 | 13.56 | 0.01 | 0 | -0.01 | -0.01 |
| 31522.65 | 10.99 | 11.79 | 11.97 | 13.53 | 11 | 11.78 | 11.96 | 13.52 | 0.01 | -0.01 | -0.01 | -0.01 |
| 31265.79 | 10.96 | 11.76 | 11.95 | 13.51 | 10.97 | 11.76 | 11.94 | 13.5 | 0.01 | 0 | -0.01 | -0.01 |
| 31250.28 Watertower Bridge | | | | | | | | | | | | |
| 31233.93 | 10.95 | 11.76 | 11.94 | 13.51 | 10.95 | 11.75 | 11.93 | 13.49 | 0 | -0.01 | -0.01 | -0.02 |
| 30914.79 | 10.91 | 11.73 | 11.91 | 13.48 | 10.92 | 11.73 | 11.91 | 13.47 | 0.01 | 0 | 0 | -0.01 |
| 30610.84 | 10.86 | 11.7 | 11.88 | 13.46 | 10.87 | 11.69 | 11.88 | 13.44 | 0.01 | -0.01 | 0 | -0.02 |
| 30187.44 | 10.69 | 11.54 | 11.72 | 13.29 | 10.7 | 11.54 | 11.72 | 13.27 | 0.01 | 0 | 0 | -0.02 |
| 30172.59 Fort to Sea Bridge | | | | | | | | | | | | |
| 29826.98 | 10.5 | 11.27 | 11.44 | 13 | 10.52 | 11.26 | 11.43 | 12.97 | 0.02 | -0.01 | -0.01 | -0.03 |
| 29384.41 | 10.39 | 11.12 | 11.28 | 12.83 | 10.41 | 11.11 | 11.27 | 12.81 | 0.02 | -0.01 | -0.01 | -0.02 |
| 29158.1 | 10.34 | 11.08 | 11.25 | 12.8 | 10.36 | 11.08 | 11.24 | 12.78 | 0.02 | 0 | -0.01 | -0.02 |
| 28498.6 | 10.19 | 10.9 | 11.08 | 12.62 | 10.22 | 10.89 | 11.07 | 12.59 | 0.03 | -0.01 | -0.01 | -0.03 |
| 28007.02 | 10.09 | 10.77 | 10.95 | 12.48 | 10.13 | 10.76 | 10.94 | 12.45 | 0.04 | -0.01 | -0.01 | -0.03 |
| 27935.7 | 10.05 | 10.73 | 10.92 | 12.47 | 10.09 | 10.73 | 10.91 | 12.44 | 0.04 | 0 | -0.01 | -0.03 |
| 27887.42 Perkins Lane Bridge | | | | | | | | | | | | |
| 27843.4 | 10.03 | 10.67 | 10.85 | 12.38 | 10.07 | 10.66 | 10.83 | 12.35 | 0.04 | -0.01 | -0.02 | -0.03 |
| 27777.95 | 10 | 10.61 | 10.79 | 12.35 | 10.04 | 10.6 | 10.77 | 12.31 | 0.04 | -0.01 | -0.02 | -0.04 |
| 27328.96 | 9.91 | 10.47 | 10.64 | 12.23 | 9.96 | 10.47 | 10.63 | 12.18 | 0.05 | 0 | -0.01 | -0.05 |
| 27228.9 | 9.9 | 10.45 | 10.62 | 12.21 | 9.95 | 10.45 | 10.61 | 12.17 | 0.05 | 0 | -0.01 | -0.04 |
| 26720.84 | 9.84 | 10.36 | 10.51 | 12.13 | 9.9 | 10.36 | 10.5 | 12.09 | 0.06 | 0 | -0.01 | -0.04 |
| 25932.79 | 9.76 | 10.23 | 10.36 | 12.01 | 9.83 | 10.24 | 10.35 | 11.96 | 0.07 | 0.01 | -0.01 | -0.05 |
| 25860.2 | 9.74 | 10.18 | 10.29 | 11.95 | 9.81 | 10.19 | 10.29 | 11.86 | 0.07 | 0.01 | 0 | -0.09 |
| 25818.07 Dolphin Road Bridge | | | | | | | | | | | | |
| 25793.64 | 9.7 | 10.09 | 10.18 | 11.67 | 9.78 | 10.11 | 10.18 | 11.62 | 0.08 | 0.02 | 0 | -0.05 |
| 25643.6 | 9.7 | 10.1 | 10.19 | 11.62 | 9.79 | 10.12 | 10.2 | 11.56 | 0.09 | 0.02 | 0.01 | -0.06 |
| 25574.79 | 9.7 | 10.1 | 10.19 | 11.61 | 9.79 | 10.12 | 10.2 | 11.55 | 0.09 | 0.02 | 0.01 | -0.06 |
| 25199.96 | 9.68 | 10.06 | 10.14 | 11.55 | 9.77 | 10.09 | 10.16 | 11.48 | 0.09 | 0.03 | 0.02 | -0.07 |
| 25102.31 | 9.68 | 10.04 | 10.12 | 11.52 | 9.76 | 10.07 | 10.14 | 11.46 | 0.08 | 0.03 | 0.02 | -0.06 |
| 25022.3 | 9.67 | 10.03 | 10.11 | 11.49 | 9.76 | 10.06 | 10.13 | 11.42 | 0.09 | 0.03 | 0.02 | -0.07 |
| 24913.34 | 9.65 | 9.97 | 10.04 | 11.41 | 9.74 | 10.01 | 10.07 | 11.33 | 0.09 | 0.04 | 0.03 | -0.08 |
| 24841.77 | 9.64 | 9.96 | 10.03 | 11.34 | 9.73 | 10 | 10.06 | 11.26 | 0.09 | 0.04 | 0.03 | -0.08 |
| 24367.61 | 9.62 | 9.91 | 9.98 | 11.25 | 9.71 | 9.95 | 10.01 | 11.16 | 0.09 | 0.04 | 0.03 | -0.09 |
| 23951.43 | 9.6 | 9.88 | 9.94 | 11.19 | 9.7 | 9.92 | 9.97 | 11.09 | 0.1 | 0.04 | 0.03 | -0.1 |
| 23856.06 | 9.59 | 9.87 | 9.93 | 11.17 | 9.7 | 9.91 | 9.96 | 11.07 | 0.11 | 0.04 | 0.03 | -0.1 |
| 23480.45 | 9.56 | 9.8 | 9.86 | 11.01 | 9.67 | 9.85 | 9.9 | 10.9 | 0.11 | 0.05 | 0.04 | -0.11 |
| 23078.58 | 9.53 | 9.73 | 9.77 | 10.79 | 9.65 | 9.79 | 9.82 | 10.66 | 0.12 | 0.06 | 0.05 | -0.13 |
| 22757.76 | 9.51 | 9.68 | 9.72 | 10.61 | 9.63 | 9.75 | 9.78 | 10.47 | 0.12 | 0.07 | 0.06 | -0.14 |
| 22729.18 US 101 Bridge | | | | | | | | | | | | |
| 22709.08 | 9.51 | 9.68 | 9.72 | 10.58 | 9.63 | 9.74 | 9.77 | 10.43 | 0.12 | 0.06 | 0.05 | -0.15 |

Tabular model results (continued)

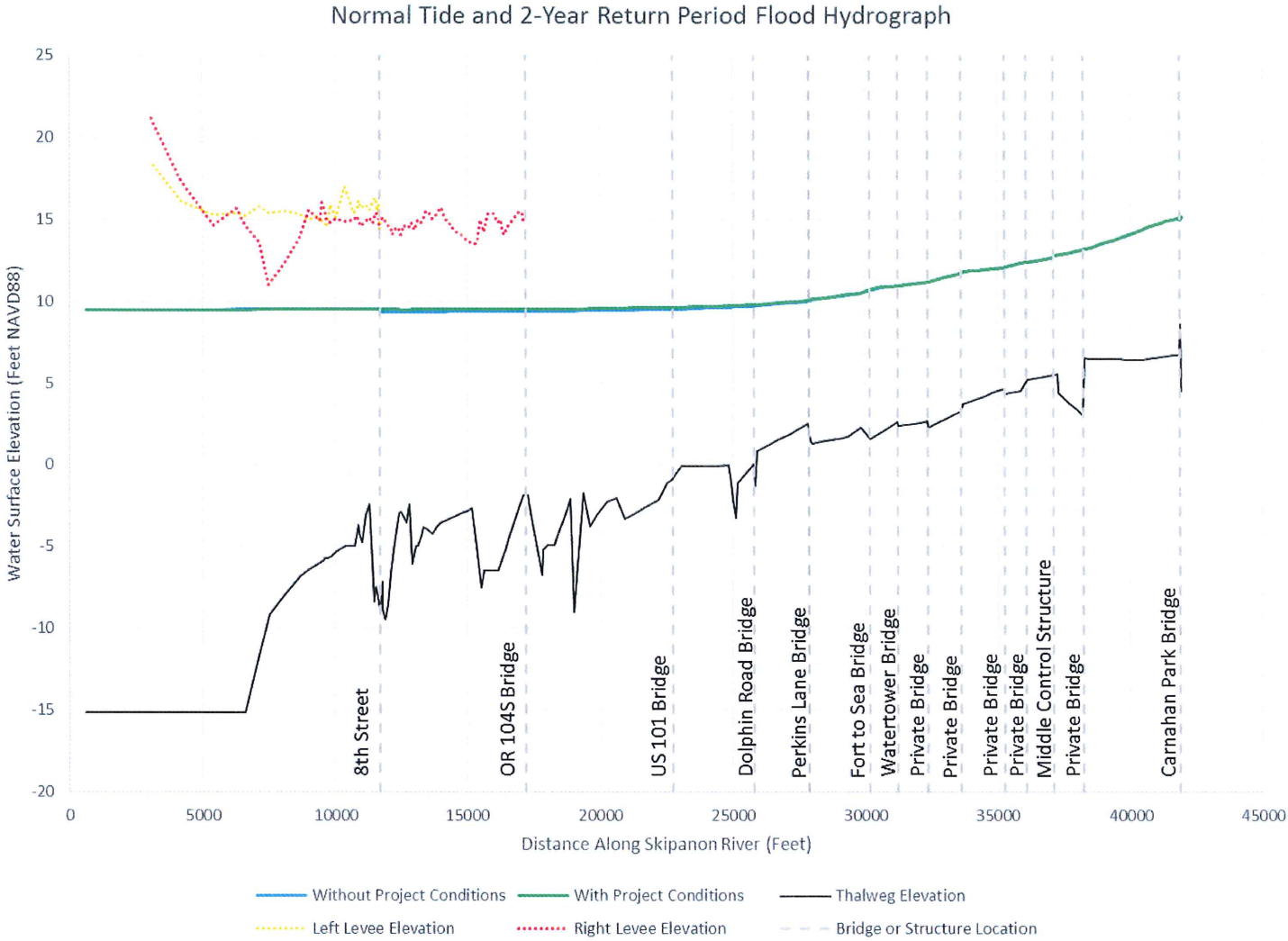
| River Station | Existing Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Alternative Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Differences between Alternative Conditions and Existing Conditions (Feet) | | | |
|-------------------------|--------------------------------------------------------------------|---------|---------|----------|-----------------------------------------------------------------------|---------|---------|----------|---------------------------------------------------------------------------|---------|---------|----------|
| | Normal Tide | | | | Normal Tide | | | | Normal Tide | | | |
| | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year |
| 22609 | 9.51 | 9.66 | 9.7 | 10.51 | 9.63 | 9.73 | 9.76 | 10.36 | 0.12 | 0.07 | 0.06 | -0.15 |
| 22512.36 | 9.5 | 9.66 | 9.69 | 10.47 | 9.62 | 9.73 | 9.75 | 10.32 | 0.12 | 0.07 | 0.06 | -0.15 |
| 22193.2 | 9.49 | 9.64 | 9.67 | 10.38 | 9.62 | 9.71 | 9.73 | 10.23 | 0.13 | 0.07 | 0.06 | -0.15 |
| 21728.07 | 9.49 | 9.62 | 9.65 | 10.33 | 9.61 | 9.69 | 9.71 | 10.17 | 0.12 | 0.07 | 0.06 | -0.16 |
| 21185.11 | 9.48 | 9.61 | 9.63 | 10.27 | 9.6 | 9.68 | 9.7 | 10.11 | 0.12 | 0.07 | 0.07 | -0.16 |
| 20912.67 | 9.47 | 9.6 | 9.62 | 10.23 | 9.59 | 9.67 | 9.68 | 10.06 | 0.12 | 0.07 | 0.06 | -0.17 |
| 20597.5 | 9.46 | 9.59 | 9.61 | 10.2 | 9.59 | 9.66 | 9.68 | 10.04 | 0.13 | 0.07 | 0.07 | -0.16 |
| 20258.47 | 9.45 | 9.57 | 9.6 | 10.13 | 9.57 | 9.65 | 9.66 | 9.96 | 0.12 | 0.08 | 0.06 | -0.17 |
| 19894 | 9.44 | 9.56 | 9.58 | 10.09 | 9.56 | 9.63 | 9.65 | 9.92 | 0.12 | 0.07 | 0.07 | -0.17 |
| 19616.13 | 9.43 | 9.55 | 9.57 | 10.05 | 9.55 | 9.62 | 9.64 | 9.87 | 0.12 | 0.07 | 0.07 | -0.18 |
| 19356.15 | 9.43 | 9.54 | 9.56 | 10.01 | 9.54 | 9.61 | 9.63 | 9.84 | 0.11 | 0.07 | 0.07 | -0.17 |
| 19000.06 | 9.42 | 9.53 | 9.55 | 9.98 | 9.53 | 9.6 | 9.62 | 9.81 | 0.11 | 0.07 | 0.07 | -0.17 |
| 18875.2 | 9.41 | 9.53 | 9.55 | 9.96 | 9.53 | 9.6 | 9.61 | 9.8 | 0.12 | 0.07 | 0.06 | -0.16 |
| 18753.4 | 9.41 | 9.52 | 9.55 | 9.96 | 9.53 | 9.6 | 9.61 | 9.8 | 0.12 | 0.08 | 0.06 | -0.16 |
| 18585.2 | 9.41 | 9.52 | 9.54 | 9.95 | 9.53 | 9.59 | 9.61 | 9.78 | 0.12 | 0.07 | 0.07 | -0.17 |
| 18520.2 | 9.41 | 9.52 | 9.54 | 9.94 | 9.52 | 9.59 | 9.61 | 9.78 | 0.11 | 0.07 | 0.07 | -0.16 |
| 18395.2 | 9.4 | 9.52 | 9.54 | 9.92 | 9.52 | 9.59 | 9.6 | 9.76 | 0.12 | 0.07 | 0.06 | -0.16 |
| 18285.92 | 9.4 | 9.51 | 9.54 | 9.9 | 9.52 | 9.59 | 9.6 | 9.75 | 0.12 | 0.08 | 0.06 | -0.15 |
| 18033.9 | 9.39 | 9.51 | 9.53 | 9.89 | 9.51 | 9.58 | 9.59 | 9.74 | 0.12 | 0.07 | 0.06 | -0.15 |
| 17844.38 | 9.39 | 9.5 | 9.52 | 9.85 | 9.51 | 9.57 | 9.59 | 9.72 | 0.12 | 0.07 | 0.07 | -0.13 |
| 17809.31 | 9.39 | 9.5 | 9.52 | 9.85 | 9.51 | 9.57 | 9.58 | 9.72 | 0.12 | 0.07 | 0.06 | -0.13 |
| 17509.3 | 9.39 | 9.49 | 9.52 | 9.84 | 9.5 | 9.57 | 9.58 | 9.71 | 0.11 | 0.08 | 0.06 | -0.13 |
| 17334.3 | 9.38 | 9.49 | 9.51 | 9.83 | 9.5 | 9.56 | 9.57 | 9.7 | 0.12 | 0.07 | 0.06 | -0.13 |
| 17283.57 | 9.38 | 9.49 | 9.51 | 9.83 | 9.5 | 9.56 | 9.57 | 9.7 | 0.12 | 0.07 | 0.06 | -0.13 |
| 17201.69 OR 104S Bridge | | | | | | | | | 0.13 | | | |
| 17140.25 | 9.38 | 9.49 | 9.51 | 9.81 | 9.5 | 9.56 | 9.57 | 9.69 | 0.12 | 0.07 | 0.06 | -0.12 |
| 17100.25 | 9.38 | 9.49 | 9.51 | 9.81 | 9.5 | 9.56 | 9.57 | 9.69 | 0.12 | 0.07 | 0.06 | -0.12 |
| 16970.2 | 9.38 | 9.49 | 9.51 | 9.8 | 9.5 | 9.56 | 9.57 | 9.68 | 0.12 | 0.07 | 0.06 | -0.12 |
| 16546.2 | 9.38 | 9.48 | 9.5 | 9.79 | 9.5 | 9.56 | 9.57 | 9.67 | 0.12 | 0.08 | 0.07 | -0.12 |
| 16424.2 | 9.38 | 9.48 | 9.5 | 9.78 | 9.5 | 9.56 | 9.57 | 9.67 | 0.12 | 0.08 | 0.07 | -0.11 |
| 16365.2 | 9.38 | 9.48 | 9.5 | 9.78 | 9.5 | 9.56 | 9.57 | 9.67 | 0.12 | 0.08 | 0.07 | -0.11 |
| 16288.5 | 9.38 | 9.48 | 9.5 | 9.77 | 9.5 | 9.55 | 9.57 | 9.66 | 0.12 | 0.07 | 0.07 | -0.11 |
| 16162.3 | 9.37 | 9.48 | 9.5 | 9.77 | 9.5 | 9.55 | 9.56 | 9.66 | 0.13 | 0.07 | 0.06 | -0.11 |
| 16012.3 | 9.37 | 9.48 | 9.5 | 9.76 | 9.5 | 9.55 | 9.56 | 9.65 | 0.13 | 0.07 | 0.06 | -0.11 |
| 15803.9 | 9.37 | 9.48 | 9.5 | 9.76 | 9.5 | 9.55 | 9.56 | 9.65 | 0.13 | 0.07 | 0.06 | -0.11 |
| 15637.3 | 9.37 | 9.47 | 9.5 | 9.75 | 9.5 | 9.55 | 9.56 | 9.64 | 0.13 | 0.08 | 0.06 | -0.11 |
| 15517.3 | 9.37 | 9.47 | 9.49 | 9.75 | 9.5 | 9.55 | 9.56 | 9.64 | 0.13 | 0.08 | 0.07 | -0.11 |
| 15415.5 | 9.37 | 9.47 | 9.49 | 9.75 | 9.5 | 9.55 | 9.56 | 9.64 | 0.13 | 0.08 | 0.07 | -0.11 |
| 15305.3 | 9.37 | 9.47 | 9.49 | 9.75 | 9.5 | 9.55 | 9.56 | 9.64 | 0.13 | 0.08 | 0.07 | -0.11 |
| 15178.3 | 9.37 | 9.47 | 9.49 | 9.74 | 9.5 | 9.55 | 9.56 | 9.63 | 0.13 | 0.08 | 0.07 | -0.11 |
| 15005.4 | 9.37 | 9.47 | 9.49 | 9.74 | 9.5 | 9.54 | 9.55 | 9.63 | 0.13 | 0.07 | 0.06 | -0.11 |
| 14793.2 | 9.37 | 9.46 | 9.49 | 9.73 | 9.5 | 9.54 | 9.55 | 9.62 | 0.13 | 0.08 | 0.06 | -0.11 |
| 14653 | 9.37 | 9.46 | 9.48 | 9.73 | 9.5 | 9.54 | 9.55 | 9.62 | 0.13 | 0.08 | 0.07 | -0.11 |
| 14489.3 | 9.37 | 9.46 | 9.48 | 9.72 | 9.5 | 9.54 | 9.55 | 9.61 | 0.13 | 0.08 | 0.07 | -0.11 |
| 14396 | 9.37 | 9.46 | 9.48 | 9.72 | 9.5 | 9.54 | 9.55 | 9.61 | 0.13 | 0.08 | 0.07 | -0.11 |
| 14310.6 | 9.37 | 9.46 | 9.48 | 9.72 | 9.5 | 9.54 | 9.55 | 9.61 | 0.13 | 0.08 | 0.07 | -0.11 |
| 14179.2 | 9.36 | 9.46 | 9.48 | 9.71 | 9.5 | 9.54 | 9.54 | 9.61 | 0.14 | 0.08 | 0.06 | -0.1 |

Tabular model results (continued)

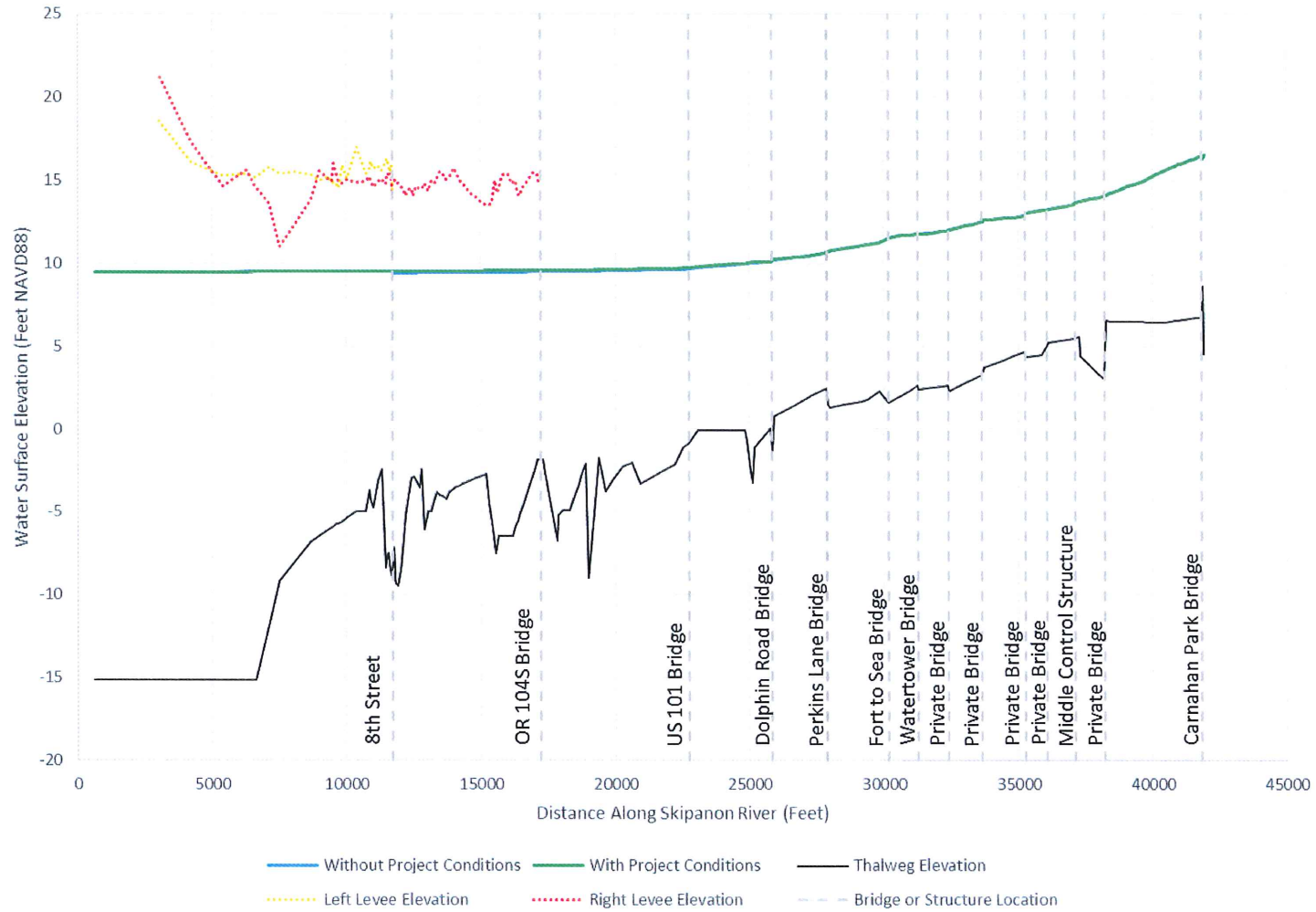
| River Station | Existing Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Alternative Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Differences between Alternative Conditions and Existing Conditions (Feet) | | | |
|--------------------|--------------------------------------------------------------------|---------|---------|----------|-----------------------------------------------------------------------|---------|---------|----------|---------------------------------------------------------------------------|---------|---------|----------|
| | Normal Tide | | | | Normal Tide | | | | Normal Tide | | | |
| | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year |
| 14019.3 | 9.36 | 9.46 | 9.48 | 9.71 | 9.5 | 9.53 | 9.54 | 9.6 | 0.14 | 0.07 | 0.06 | -0.11 |
| 13819.3 | 9.36 | 9.45 | 9.47 | 9.71 | 9.5 | 9.53 | 9.54 | 9.6 | 0.14 | 0.08 | 0.07 | -0.11 |
| 13691.3 | 9.36 | 9.45 | 9.47 | 9.71 | 9.5 | 9.53 | 9.54 | 9.6 | 0.14 | 0.08 | 0.07 | -0.11 |
| 13564.3 | 9.36 | 9.45 | 9.47 | 9.7 | 9.5 | 9.53 | 9.54 | 9.59 | 0.14 | 0.08 | 0.07 | -0.11 |
| 13464.3 | 9.36 | 9.45 | 9.47 | 9.7 | 9.5 | 9.53 | 9.54 | 9.59 | 0.14 | 0.08 | 0.07 | -0.11 |
| 13344.3 | 9.36 | 9.45 | 9.47 | 9.7 | 9.5 | 9.53 | 9.53 | 9.59 | 0.14 | 0.08 | 0.06 | -0.11 |
| 13251.7 | 9.36 | 9.45 | 9.47 | 9.7 | 9.49 | 9.53 | 9.53 | 9.59 | 0.13 | 0.08 | 0.06 | -0.11 |
| 13140.6 | 9.36 | 9.44 | 9.46 | 9.7 | 9.49 | 9.52 | 9.53 | 9.59 | 0.13 | 0.08 | 0.07 | -0.11 |
| 13038.3 | 9.36 | 9.44 | 9.46 | 9.7 | 9.49 | 9.52 | 9.53 | 9.58 | 0.13 | 0.08 | 0.07 | -0.12 |
| 12903.3 | 9.35 | 9.44 | 9.46 | 9.69 | 9.49 | 9.52 | 9.52 | 9.58 | 0.14 | 0.08 | 0.06 | -0.11 |
| 12803.3 | 9.35 | 9.44 | 9.46 | 9.69 | 9.48 | 9.51 | 9.52 | 9.58 | 0.13 | 0.07 | 0.06 | -0.11 |
| 12703.3 | 9.35 | 9.44 | 9.46 | 9.68 | 9.48 | 9.51 | 9.52 | 9.57 | 0.13 | 0.07 | 0.06 | -0.11 |
| 12603.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.48 | 9.51 | 9.52 | 9.57 | 0.13 | 0.08 | 0.07 | -0.11 |
| 12503.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.48 | 9.51 | 9.52 | 9.57 | 0.13 | 0.08 | 0.07 | -0.11 |
| 12403.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 12303.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 12203.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 12103.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 12003.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 11903.3 | 9.35 | 9.43 | 9.45 | 9.68 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.11 |
| 11853.3 | 9.35 | 9.43 | 9.45 | 9.67 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.1 |
| 11803.3 | 9.35 | 9.43 | 9.45 | 9.67 | 9.49 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.1 |
| 11786.3 | 9.34 | 9.43 | 9.45 | 9.67 | 9.49 | 9.51 | 9.52 | 9.57 | 0.15 | 0.08 | 0.07 | -0.1 |
| 11771.3 | 9.34 | 9.43 | 9.45 | 9.67 | 9.48 | 9.51 | 9.52 | 9.57 | 0.14 | 0.08 | 0.07 | -0.1 |
| 11713.3 8th Street | | | | | | | | | | | | |
| 11709.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.49 | 9.52 | 9.52 | 9.56 | -0.03 | -0.01 | -0.01 | -0.01 |
| 11662.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | -0.01 |
| 11603.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | -0.01 |
| 11544.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | -0.01 |
| 11503.3 | 9.52 | 9.54 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.02 | -0.01 | -0.01 |
| 11453.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | -0.01 |
| 11303.3 | 9.52 | 9.53 | 9.53 | 9.57 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | -0.01 |
| 11153.3 | 9.52 | 9.53 | 9.53 | 9.56 | 9.5 | 9.52 | 9.52 | 9.56 | -0.02 | -0.01 | -0.01 | 0 |
| 11003.3 | 9.52 | 9.53 | 9.53 | 9.56 | 9.5 | 9.51 | 9.52 | 9.56 | -0.02 | -0.02 | -0.01 | 0 |
| 10903.3 | 9.52 | 9.53 | 9.53 | 9.56 | 9.5 | 9.51 | 9.52 | 9.55 | -0.02 | -0.02 | -0.01 | -0.01 |
| 10853.3 | 9.52 | 9.53 | 9.53 | 9.56 | 9.5 | 9.51 | 9.52 | 9.55 | -0.02 | -0.02 | -0.01 | -0.01 |
| 10713.3 | 9.52 | 9.53 | 9.53 | 9.55 | 9.5 | 9.51 | 9.52 | 9.55 | -0.02 | -0.02 | -0.01 | 0 |
| 10373.3 | 9.51 | 9.52 | 9.52 | 9.55 | 9.5 | 9.51 | 9.52 | 9.55 | -0.01 | -0.01 | 0 | 0 |
| 10033.3 | 9.52 | 9.52 | 9.52 | 9.54 | 9.5 | 9.51 | 9.52 | 9.54 | -0.02 | -0.01 | 0 | 0 |
| 9833.3 | 9.52 | 9.52 | 9.52 | 9.54 | 9.51 | 9.51 | 9.52 | 9.54 | -0.01 | -0.01 | 0 | 0 |
| 9693.3 | 9.52 | 9.52 | 9.52 | 9.53 | 9.51 | 9.51 | 9.51 | 9.53 | -0.01 | -0.01 | -0.01 | 0 |
| 9609.65 | 9.51 | 9.52 | 9.52 | 9.53 | 9.51 | 9.51 | 9.51 | 9.53 | 0 | -0.01 | -0.01 | 0 |
| 9523.3 | 9.51 | 9.52 | 9.52 | 9.53 | 9.51 | 9.51 | 9.51 | 9.53 | 0 | -0.01 | -0.01 | 0 |
| 9455.3 | 9.51 | 9.52 | 9.52 | 9.53 | 9.5 | 9.51 | 9.51 | 9.53 | -0.01 | -0.01 | -0.01 | 0 |
| 9353.3 | 9.51 | 9.52 | 9.52 | 9.53 | 9.51 | 9.51 | 9.51 | 9.53 | 0 | -0.01 | -0.01 | 0 |
| 9013.3 | 9.51 | 9.51 | 9.51 | 9.52 | 9.5 | 9.5 | 9.51 | 9.52 | -0.01 | -0.01 | 0 | 0 |
| 8673.3 | 9.5 | 9.51 | 9.51 | 9.52 | 9.5 | 9.5 | 9.5 | 9.52 | 0 | -0.01 | -0.01 | 0 |

Tabular model results (continued)

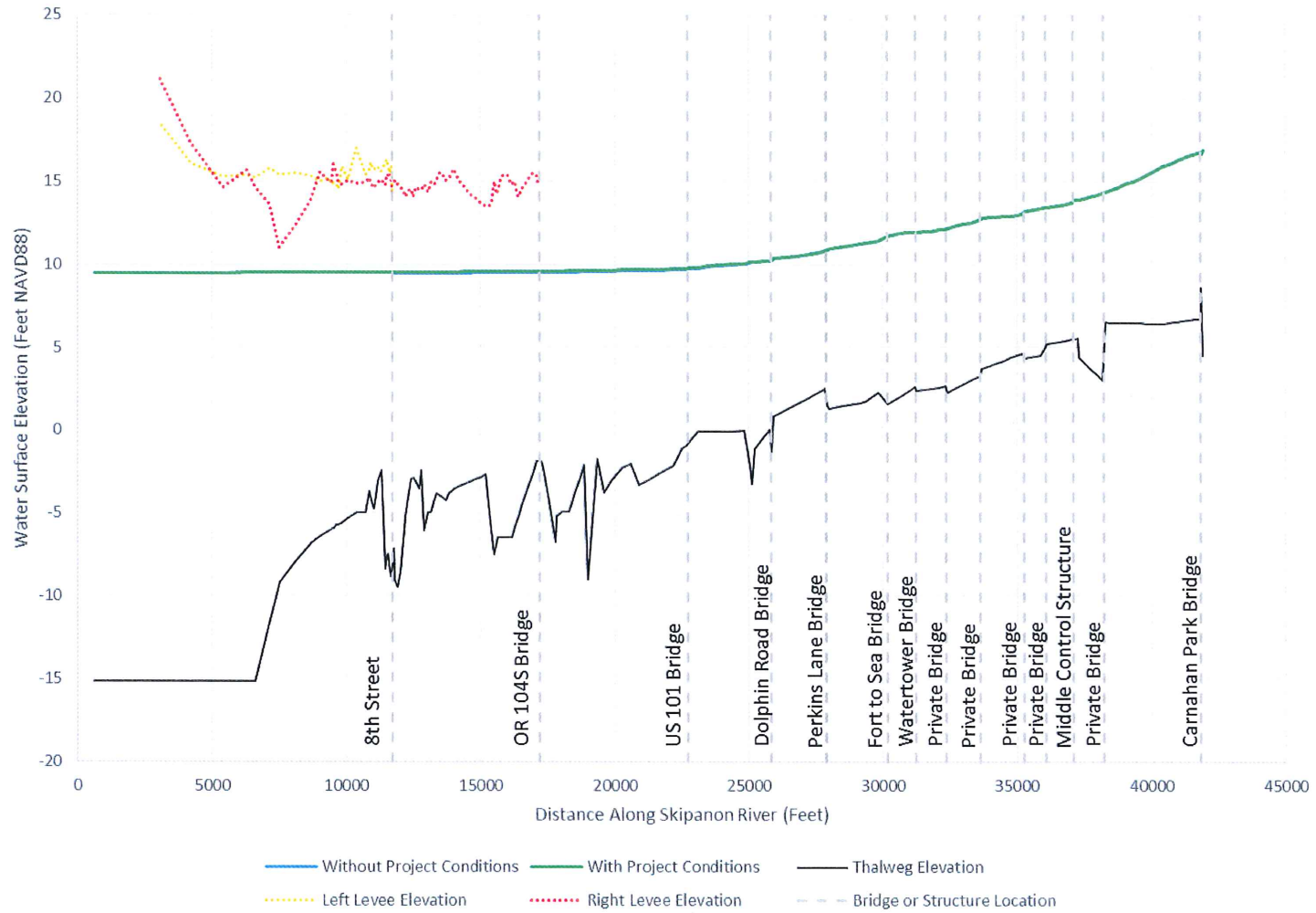
| River Station | Existing Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Alternative Conditions Maximum Water Surface Elevations (Feet NAVD88) | | | | Differences between Alternative Conditions and Existing Conditions (Feet) | | | |
|---------------|--------------------------------------------------------------------|---------|---------|----------|-----------------------------------------------------------------------|---------|---------|----------|---------------------------------------------------------------------------|---------|---------|----------|
| | Normal Tide | | | | Normal Tide | | | | Normal Tide | | | |
| | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year | 2-Year | 10-Year | 25-Year | 100-Year |
| 8093.3 | 9.5 | 9.5 | 9.51 | 9.51 | 9.5 | 9.5 | 9.5 | 9.52 | 0 | 0 | -0.01 | 0.01 |
| 7513.3 | 9.5 | 9.5 | 9.5 | 9.51 | 9.49 | 9.5 | 9.5 | 9.51 | -0.01 | 0 | 0 | 0 |
| 7143.3 | 9.49 | 9.49 | 9.49 | 9.5 | 9.49 | 9.49 | 9.49 | 9.5 | 0 | 0 | 0 | 0 |
| 6613.3 | 9.49 | 9.49 | 9.49 | 9.5 | 9.48 | 9.49 | 9.49 | 9.5 | -0.01 | 0 | 0 | 0 |
| 6293.3 | 9.49 | 9.49 | 9.49 | 9.5 | 9.48 | 9.48 | 9.49 | 9.5 | -0.01 | -0.01 | 0 | 0 |
| 5413.3 | 9.47 | 9.47 | 9.48 | 9.48 | 9.47 | 9.47 | 9.47 | 9.49 | 0 | 0 | -0.01 | 0.01 |
| 4213.3 | 9.47 | 9.47 | 9.47 | 9.48 | 9.47 | 9.47 | 9.47 | 9.48 | 0 | 0 | 0 | 0 |
| 3013.3 | 9.46 | 9.46 | 9.46 | 9.46 | 9.46 | 9.46 | 9.46 | 9.46 | 0 | 0 | 0 | 0 |
| 1813.3 | 9.45 | 9.45 | 9.45 | 9.45 | 9.45 | 9.45 | 9.45 | 9.45 | 0 | 0 | 0 | 0 |
| 613.3 | 9.44 | 9.44 | 9.44 | 9.44 | 9.44 | 9.44 | 9.44 | 9.44 | 0 | 0 | 0 | 0 |



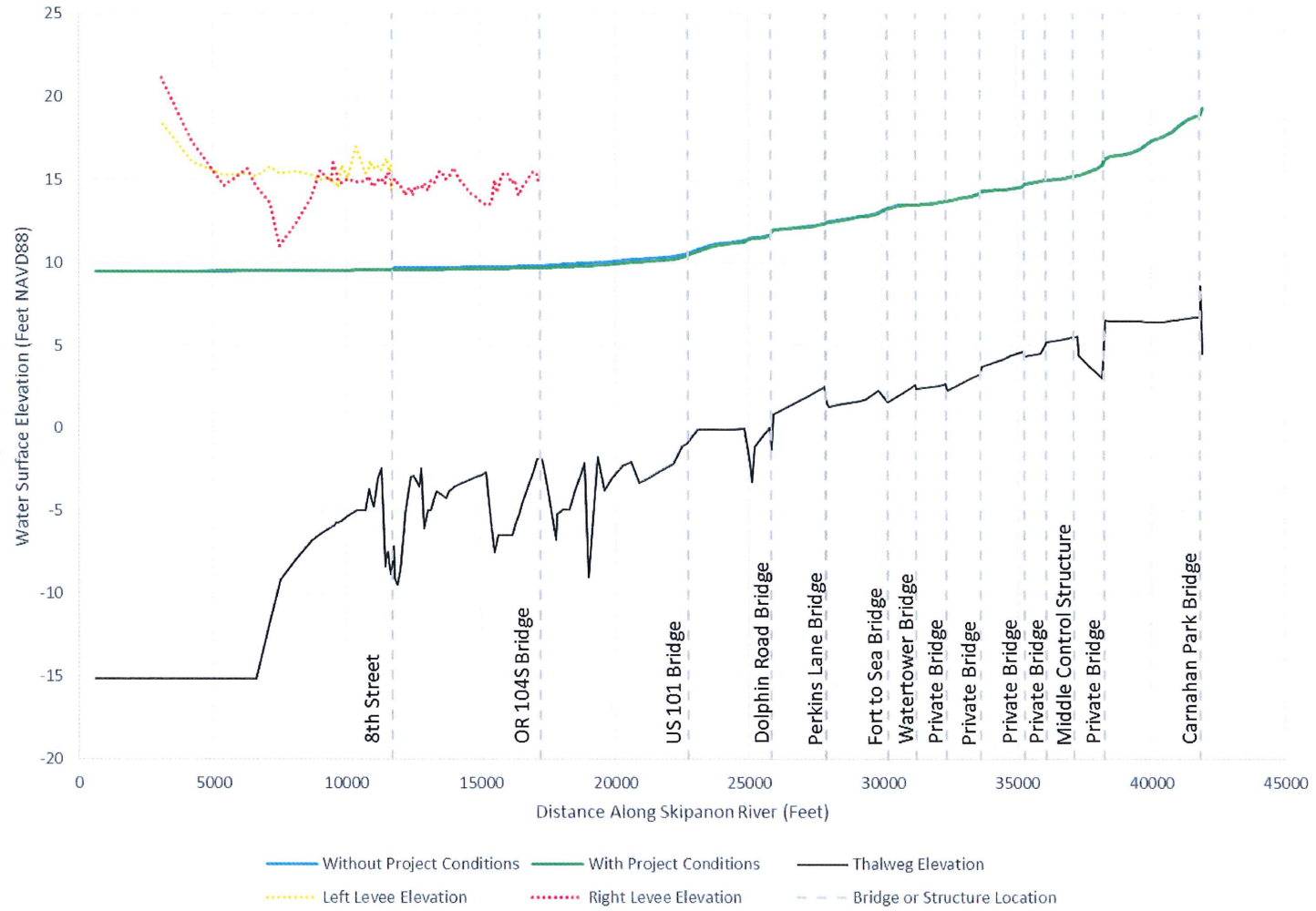
Normal Tide and 10-Year Return Period Flood Hydrograph



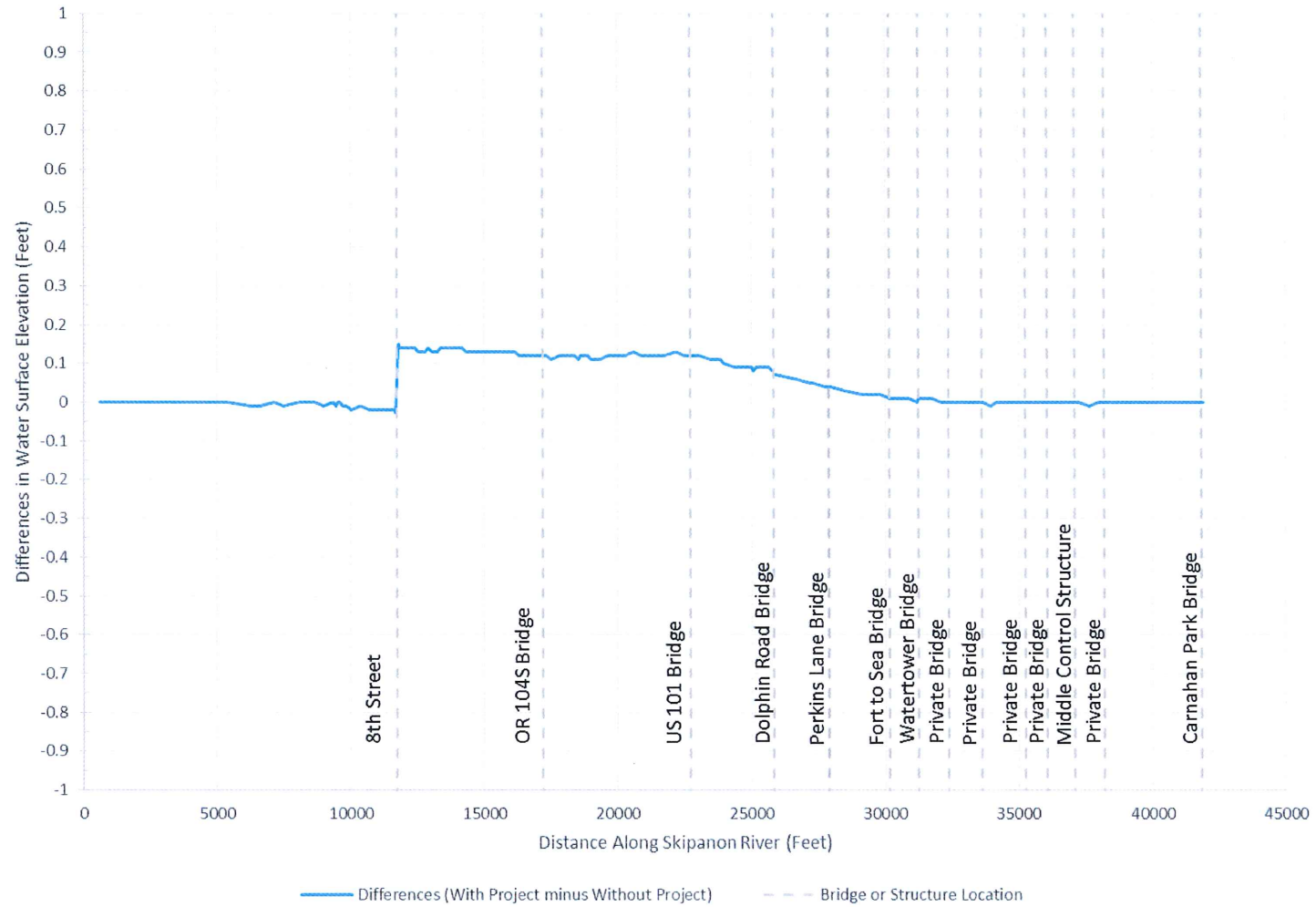
Normal Tide and 25-Year Return Period Flood Hydrograph



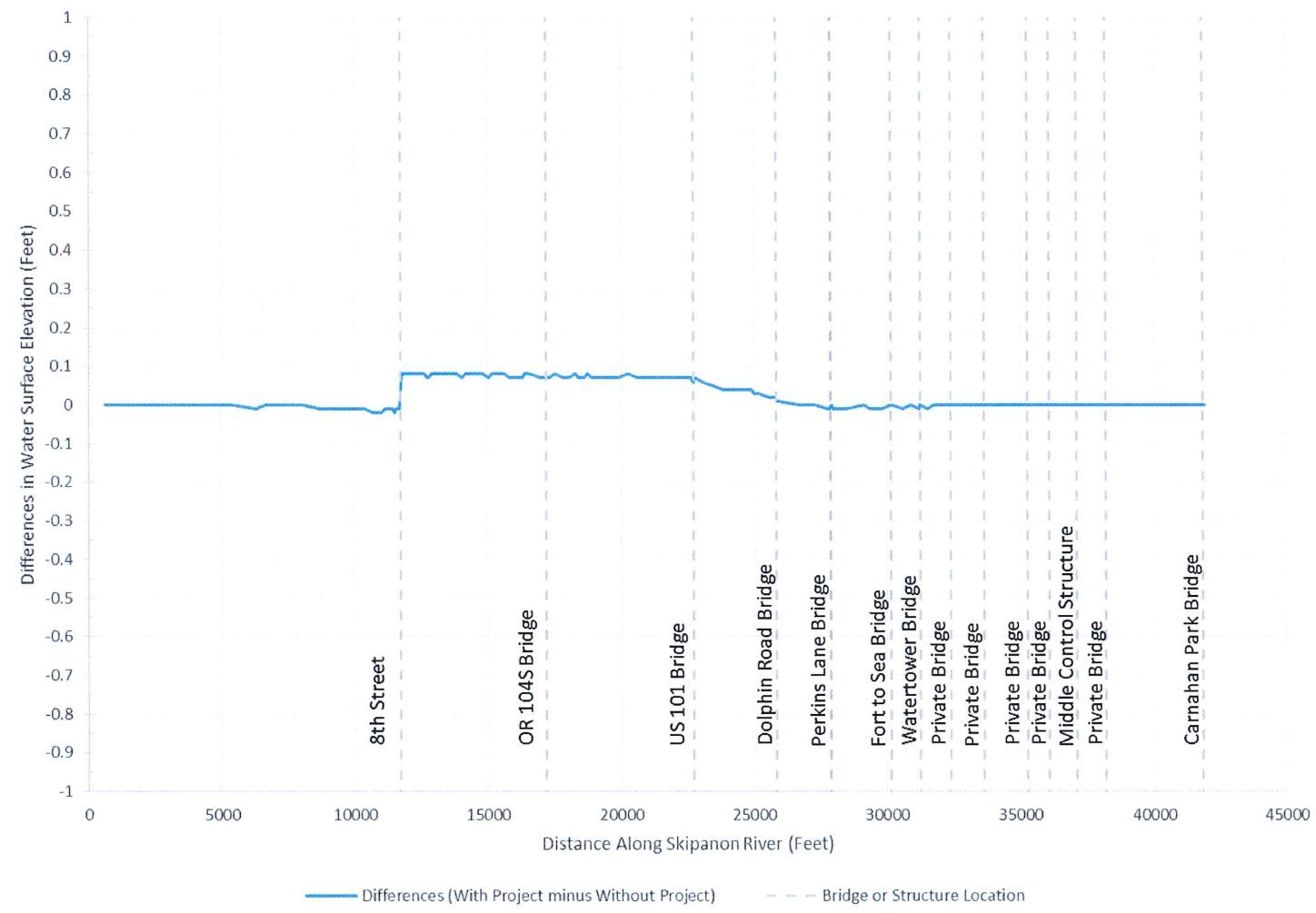
Normal Tide and 100-Year Return Period Flood Hydrograph



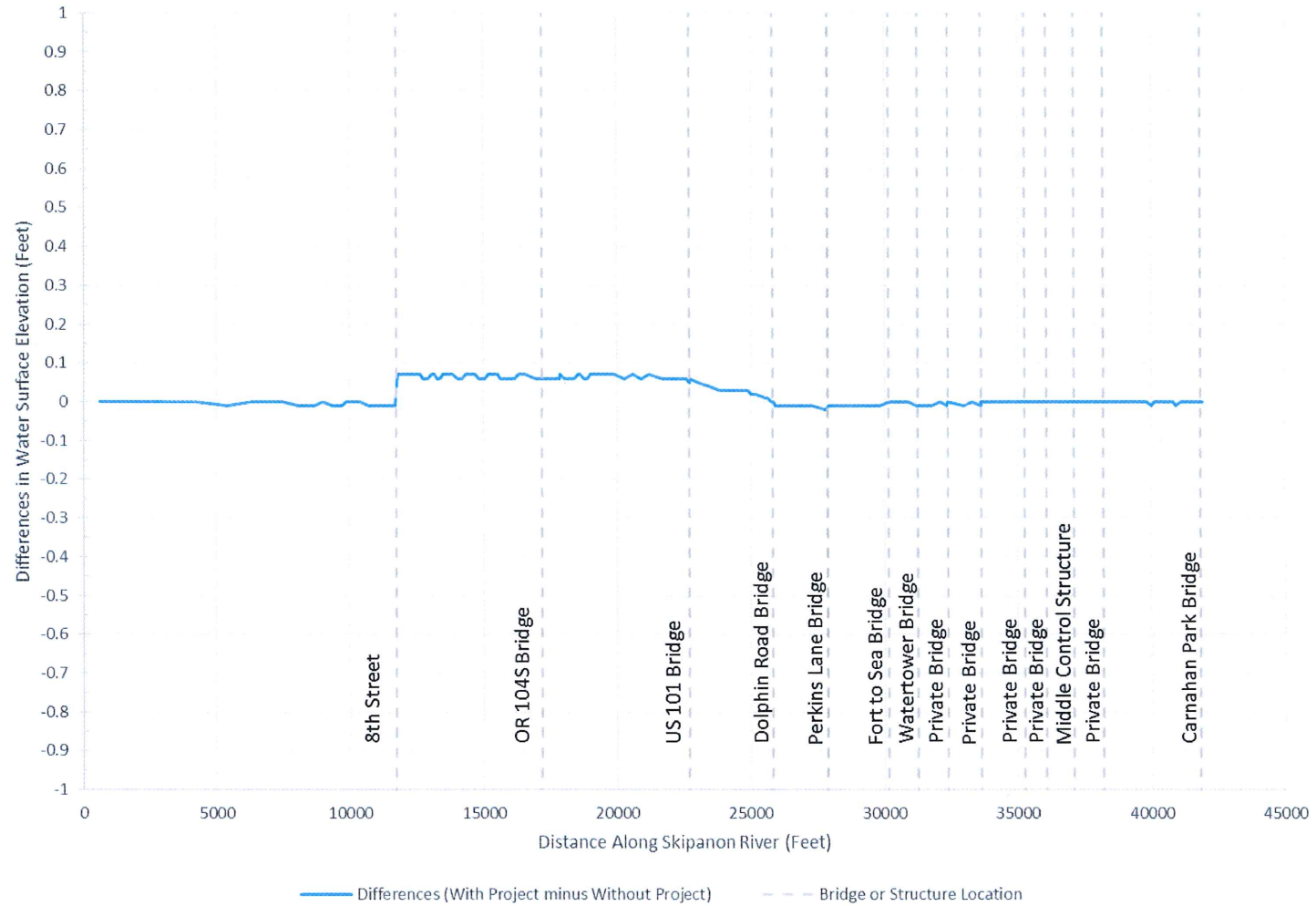
Normal Tide and 2-Year Return Period Flood Hydrograph



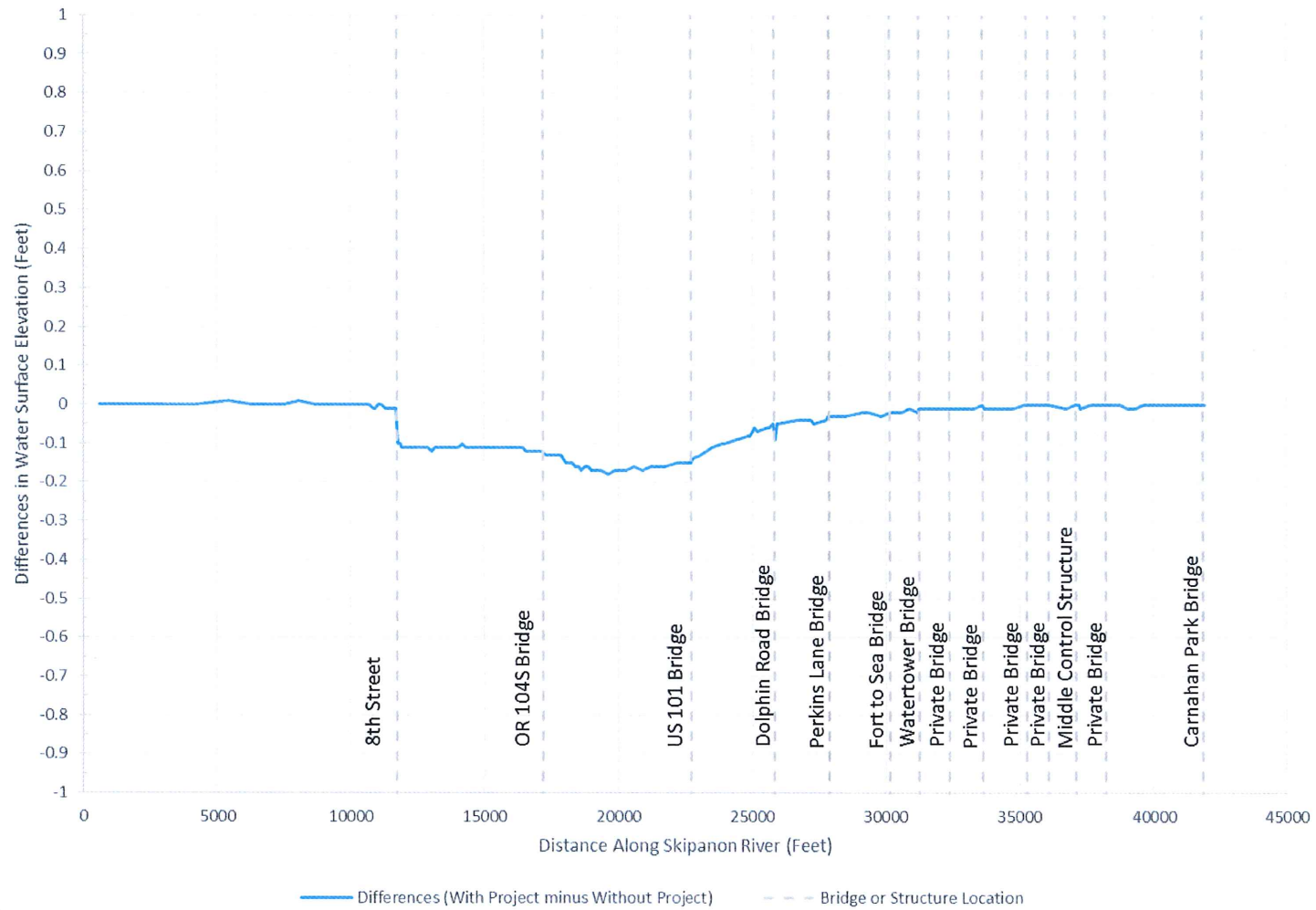
Normal Tide and 10-Year Return Period Flood Hydrograph



Normal Tide and 25-Year Return Period Flood Hydrograph



Normal Tide and 100-Year Return Period Flood Hydrograph



Attachment C. Photo log of existing conditions during high flows and tides on the Skipanon River occurring on December 10, 2015



Figure C - 1. Looking at Clatsop County tax lot 401 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 2. Looking at Clatsop County tax lot 800 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 3. Looking at Clatsop County tax lots 800 and 900 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 4. Looking at Clatsop County tax lots 800 and 900 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 5. Looking at Clatsop County tax lot 900 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 6. Looking at Clatsop County tax lot 2100 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 7. Looking at Clatsop County tax lot 1604 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 8. Looking at Clatsop County tax lots 80000 and 90000 from the right bank of the Skipanon River on December 10, 2015.



Figure C - 9. Looking at Clatsop County tax lots 80000 and 90000 from right bank of the Skipanon River on December 10, 2015.



Figure C - 10. Looking at intersection of Perkins Lane and Dolphin Road on December 10, 2015.

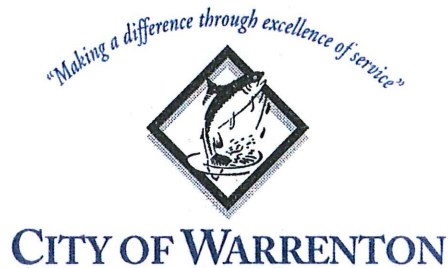


Figure C - 11. Looking along Dolphin Road on December 10, 2015.



Figure C - 12 Looking along Perkins Lane towards bridge across the Skipanon River on December 10, 2015.

6-D



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Recorder
DATE: May 24, 2016
SUBJ: Visitor Center Ground Lease

SUMMARY

The City owns the visitor center building located in the parking lot of the Youngs Bay Plaza. When the structure was originally placed, the City entered into a ground lease agreement with the owner/landlord of the property. The agreement was a twenty (20) year lease which terminated in June 2015. The City has been working with the current property managers to renew the lease. No money is paid for use of the space. The amendment extends the agreement ten (10) years to May 31, 2025. The other major change is the Landlord can give 60 days written notice to relocate to another space on the premises.

RECOMMENDATION/SUGGESTED MOTION

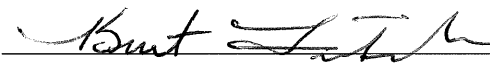
" I move to authorize the Mayor and City Manager to sign the Second Amendment to Lease Agreement between the City and Atlas Young's Bay LLC for the Warrenton Visitor Center."

ALTERNATIVE

None recommended

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

SECOND AMENDMENT TO LEASE AGREEMENT

DATED: April __, 2016

BETWEEN: Atlas Young's Bay, LLC ("Landlord")

AND: The City of Warrenton, Oregon ("Tenant")

Recitals

Landlord and Tenant are parties to that certain Lease Agreement dated May 3, 1995, as amended by amendment dated July 7, 1995 (as amended, the "Lease"), covering the space described on Exhibit A of the Lease, located in Warrenton, Oregon (the "Leased Premises") in the Young's Bay Plaza Shopping Center (the "Center").

Capitalized terms not specifically defined in this Amendment shall have the meanings defined in the Lease.

Agreement

NOW, THEREFORE, the parties agree as follows:

1. Modifications. Except as specifically modified herein, all terms, conditions and covenants of the Lease shall remain in full force and effect as written.
2. Renewal Term. The Lease term shall be extended for ten (10) years commencing on May 3, 2015 and continuing through May 31, 2025 (the "Extended Term").
3. Substitution Space. Landlord shall, in its sole discretion, have the right at any time during the Term of this Lease or any renewal or extension hereof to require the Tenant to relocate to other space in the Center (hereinafter referred to as "Substitution Space"). The Substitution Space shall have approximately the same gross leasable area as the Premises. If Landlord desires to exercise such right, it shall give Tenant not less than at least sixty (60) days prior written notification that Tenant is to relocate to another space. Within ten (10) days of receipt of Landlord's notification, Tenant shall then give Landlord written notice of Tenant's election to agree to relocate, or to decline to relocate. Should Tenant fail to give Landlord written notice within ten (10) days of receipt of Landlord's notification, then Tenant shall be deemed to have elected to consent to relocation. If Tenant elects to relocate to the Substitution Space, such relocation shall be at the sole cost of Landlord, including all costs and expenses related to improving the space with leasehold improvements equal to those then in Tenant's Premises. After such relocation, all terms, covenants, conditions, provisions, and agreements of this Lease shall continue in full force and effect and shall apply to the Substitution Space except that: (i) if the then unexpired balance of the Term of this Lease shall be less than one year, the term of this Lease shall be extended so that the unexpired balance of the Term of this Lease shall be one year from the date of the move and (ii) if the Substitution Space contains more square footage than the presently leased Premises, the monthly rental shall be increased proportionately (provided that such monthly rental increase shall not be in excess of five percent (5%) of the monthly rental immediately preceding such an increase). If Tenant shall retain possession of the Premises or any part thereof following the date set for

relocation or termination, Tenant shall be liable to Landlord, for each day of such retention, for double the amount of the daily rental for the last period prior to the date of such expiration or termination, plus actual damages incurred by Landlord resulting from delay by Tenant in surrendering the Premises, including, without limitation, any claims made against Landlord by any succeeding tenant to the Premises and Landlord's costs in taking any action to evict Tenant from the Premises. If Landlord desires to relocate the Tenant, but in Landlord's sole discretion there is no suitable Substitution Space available within the Center, or if the Tenant declines to relocate to Substitution Space deemed suitable by the Landlord, the Landlord may, in its sole discretion: (a) give the Tenant notice of the Landlord's election to terminate the Lease and require Tenant to vacate the Premises on the sixtieth (60th) day following the date of the Landlord's initial notice requiring the Tenant to relocate or (b) elect to continue the Lease on the Premises in force in accordance with its terms.

4. Entire Agreement. There are no other oral or written agreements or representations between the parties hereto affecting the Lease, and the Lease, including this Amendment, constitutes the entire agreement between the parties and supersedes and replaces all oral agreements and representations of the parties.
5. Tenant Certifications. Tenant hereby acknowledges and certifies to Landlord that (a) the Lease has not been modified by any oral agreements or understandings, or any actual or implied waivers by Landlord of any of the provisions of the Lease, (b) Landlord is not in default under the Lease and has fully performed all of Landlord's obligations thereunder, and (c) Tenant has no claims, demands or offsets against Landlord.
6. Effect of Amendment. Except as specifically modified in this Amendment, all other terms, covenants and conditions of the Lease shall remain in full force and effect. Failure of Tenant or Landlord to strictly comply with the terms of the Lease and this Amendment shall constitute a default of the Lease.

IN WITNESS WHEREOF, Lessor and Lessee have caused this agreement to be executed as of the day and year first written above.

LANDLORD:

ATLAS YOUNG'S BAY, LLC

By Atlas Investments, LLC, Manager

By BV-Atlas LLC, Manager

Katherine Durant, Manager

TENANT:

CITY OF WARRENTON, OREGON

By: _____

Its: _____

GROUND LEASE AGREEMENT

1. **PARTIES.** The parties to this Ground Lease Agreement (the "Lease Agreement"), dated this 3rd day of May, 1995, are PORTLAND FIXTURE LIMITED PARTNERSHIP, an Oregon limited partnership, as LANDLORD, and THE CITY OF WARRENTON, OREGON, as TENANT.

WITNESSETH:

WHEREAS, LANDLORD owns that certain real property situated in the City of Warrenton, County of Clatsop, State of Oregon, particularly described in Exhibit "A" attached hereto and made a part hereof by this reference, and depicted on Exhibit "B" attached hereto and made a part hereof by this reference; and

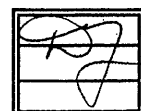
WHEREAS, LANDLORD has developed said real property into a Shopping Center, substantially in accordance with Exhibit "B"; and

WHEREAS, TENANT is desirous of leasing a portion of said real property for the purpose of erecting a building suitable for a visitor information center.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the Parties hereby covenant, promise and agree with each other as follows:

2. **PREMISES.** LANDLORD demises and leases to TENANT a portion of the real property described in Exhibit "A," attached hereto and made a part hereof by this reference, and as outlined in red on the attached Exhibit "B," hereinafter referred to as the Premises, for the use of its customers, invitees and employees, in common with occupants of the Shopping Center. The Premises are to contain approximately two thousand (2,000) square feet of ground.
3. **TERM.** This Lease Agreement shall be for the term of twenty (20) years from the commencement date of the Lease term.
- 3.1 **Commencement Date:** The commencement date of the Lease term shall be the first day of the month following the date on which TENANT takes possession of the Premises.
- 3.2 **Cancellation:** LANDLORD, at LANDLORD'S option, may cancel this Lease Agreement Agreement at the end of the tenth year, by providing TENANT with written notice of such intent at least thirty (30) days prior to the end of the tenth year of the Lease term.
4. **RENTAL:** TENANT and LANDLORD agree that there will be no minimum rental for the term of the Lease Agreement.
5. **CONSTRUCTION:** Except as provided hereinbelow, TENANT agrees that it will construct at its sole cost and expense a building containing approximately 500 square feet upon the Premises. The plans and specifications, as well as the location and placement of the building and the plans for the flow of traffic to and from the Premises, are subject to the prior written approval of LANDLORD. TENANT agrees that it will cause such plans and specifications to be prepared and presented to LANDLORD prior to the commencement of construction of the building. TENANT agrees that it will, as soon as reasonably

INITIALS



practicable after LANDLORD'S approval, commence construction of said building. Said construction will be completed with due diligence to allow occupancy of the building and opening of TENANT'S visitor information center as soon after the commencement of construction as is reasonably possible. The building and improvements will be constructed of good material in a workmanlike manner in compliance with all applicable governmental laws and ordinances. TENANT shall at its sole cost and expense, obtain all necessary permits for such construction. Construction plans, bearing LANDLORD'S approval, shall be incorporated into this Lease Agreement as an Exhibit thereto.

6. **COMMON AREAS:** Since the Premises are a part of a Shopping Center, these Premises are leased to TENANT together with the joint use of all common areas, driveways and parking lots which are included for the use of all tenants' customers during the term of this Lease Agreement or any renewals or extensions thereof.

TENANT agrees to cause its and its employees' vehicles to be parked in an area designated by LANDLORD. LANDLORD reserves the right to remove such vehicles from unauthorized parking areas at TENANT'S expense. Special charges to defray LANDLORD'S expense will be assessed as additional rental for any month in which such removal occurs.

7. **COMMON AREA MAINTENANCE:** LANDLORD will not charge TENANT a common area maintenance fee.

8. **UTILITIES:** TENANT hereby covenants and agrees to pay all charges for heat, electricity, water, sewer, garbage, and for all other utilities or charges which shall be used in or charged against the Premises during the full term of this Lease Agreement and any renewals or extension hereof. TENANT further agrees that it is its sole responsibility to see that the aforesaid utilities are constructed, metered separately from those of the Shopping Center, and installed for TENANT'S use in connection with the Premises at TENANT'S sole cost and expense, and none of said charges shall be permitted to become a lien against the Premises.

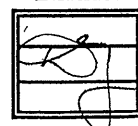
9. **PROPERTY TAXES:**

9.1 **Personal & Property Taxes & Assessments:** TENANT shall pay, when due, any and all taxes levied or assessed and which become payable during the term hereof upon all of TENANT'S leasehold improvements, equipment, furniture, fixtures, inventory and any other personal property located on the Premises. In the event any or all of TENANT'S such personal property shall be assessed and taxed with the Premises, TENANT shall pay to LANDLORD its share of such taxes or assessments within ten (10) days of demand by LANDLORD, and delivery to TENANT of personal property tax bill evidencing tax liability.

9.2 **Property Taxes & Assessments for Land:** TENANT agrees that it will pay to LANDLORD, as rental, each year, when billed along with tax bill evidencing tax liability, all real property taxes and assessments attributable to the Premises. The property taxes and assessments for any partial year shall be prorated between the Parties. TENANT'S proportionate share of real property taxes for the land shall be determined by dividing the square feet of TENANT'S Premises by the total square feet of land comprising the Shopping Center.

In the event that at the expiration of this Lease Agreement TENANT has paid an amount in excess of its share of property taxes or assessments, such overpayment shall first be used to offset any obligations

INITIALS



TENANT may owe to LANDLORD, and the balance above such obligations, if any, shall be returned to TENANT.

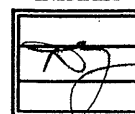
9.3 Substitute Tax: TENANT further agrees that if any time during the term of this Lease Agreement or any extension or renewal hereof, the methods of taxation prevailing at the commencement date hereof shall be altered so as to cause the whole or any part of such taxes, assessments or levies, impositions or charges now levied, or hereafter assessed or imposed on real estate and buildings and improvements thereon to be levied, assessed and imposed in whole or in part, as a capital levy or otherwise, or on the rentals received therefrom, or if as a result of such alteration any tax, assessment, levy, imposition or charge, or any part thereof, shall be measured or based, in whole or in part, upon the Premises and shall be imposed upon LANDLORD, then TENANT'S share of such taxes, assessments, levies, impositions or charges, or the part thereof, so measured or based, shall be obligations of TENANT under this Lease Agreement, as additional rental, to the extent that (a) any of the foregoing shall be in substitution for ordinary real estate taxes or assessments as levied and required to be paid in the preceding paragraph(s) and (b) such obligations would be payable if the Premises and the buildings and improvements thereon were the only property of LANDLORD subject to such obligations.

10. OTHER ASSESSMENTS: If, during the term of this Lease Agreement or any renewal or extension hereof, improvements are made to or affecting the Premises by reason of which there are general or specific assessments or other special charges made by any government agencies, TENANT shall pay annually, as additional rental, an amount equal to one-tenth (1/10th) of the amount of any such assessment or public charge. It is the intention of this provision to amortize the cost of such assessments and charges over a ten (10) year period, unless public financing is available through the improvement agency for a period shorter than or longer than ten (10) years, in which event, this Paragraph will be modified to match such term. TENANT shall pay that portion of the amortization which falls within the term of this Lease Agreement and any renewal or extension hereof, with the remaining cost to be borne by LANDLORD. TENANT shall pay the amount due hereunder within thirty (30) days after LANDLORD shall have furnished it with proof of the amount of said assessment or charge, and annually thereafter on the anniversary date of the first payment. TENANT is to be liable in the manner hereinabove provided for each and every such assessment and charge first made during the term of this Lease Agreement and any renewal or extension hereof. The assessment date of any lawful authority commencing during any Lease year shall be deemed to correspond to such Lease year.

TENANT shall be responsible for and will pay when due the entire amount of any such costs of improvements and general or special assessments and other special charges made against the improvements located on the Premises, and LANDLORD shall have no liability therefor.

11. INSURANCE:

11.1 Liability Insurance: TENANT agrees to defend, indemnify, keep and save LANDLORD harmless from any obligation, liability, cost or expense (including attorneys' fees), suit or claim for damage or injury sustained on the Premises and arising out of TENANT'S use of the Premises, or any act or omission by TENANT, its subtenants, concessionaires, or TENANT'S employees, officers, agents, customers, invitees or licensees, during the term of this Lease Agreement and any renewal or extension hereof, and in connection therewith, TENANT agrees to carry, at its sole cost and expense, in responsible companies authorized to do business in the State of Oregon, public liability insurance with limits of at least One million Dollars (\$1,000,000.00) combined single limit coverage, and to have LANDLORD named therein as an additional insured.



Certificates evidencing such insurance shall be provided to LANDLORD prior to possession of the Premises, and shall bear an endorsement providing that the insurance shall not be canceled or reduced without at least thirty (30) days' prior written notice to LANDLORD of such cancellation or reduction of insurance under any such policy.

- 11.2 **Fire Insurance:** TENANT agrees to maintain during the term of this Lease Agreement and any renewal or extension hereof, without cost to LANDLORD, fire and extended coverage insurance (and builder's risk coverage during the construction of improvements upon the Premises) with an insurance company qualified to do business in the State of Oregon upon the building and improvements to be located upon the Premises in an amount sufficient to reconstruct the building and improvements substantially as before destruction.

Certificates evidencing such insurance naming LANDLORD as a loss payee shall be provided to LANDLORD prior to commencement of construction of the building and improvements to be built upon the Premises, and shall bear an endorsement providing that the insurance shall not be canceled or reduced without at least thirty (30) days' prior written notice to LANDLORD of such cancellation or reduction of insurance under any such policy.

12. **LIABILITY TO THIRD PERSONS:**

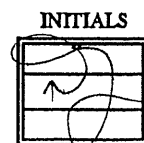
- 12.1 **Liens:** TENANT shall keep the Premises free and clear of all liens or encumbrances imposed or threatened to be imposed on the Premises which would affect LANDLORD'S title to the Premises and which arise by reason of any contract, act or omission of TENANT.

- 12.2 **Hold Harmless:** TENANT agrees to hold LANDLORD harmless against any and all claims, damages, suits or causes of action for damages brought on account of injury to any person or persons or property or loss of life arising out of the use, operation and maintenance of the Premises unless such were caused by any act of negligence or omission of LANDLORD or its employees or agents.

- 12.3 **Tenants of the Shopping Center:** TENANT agrees that it will pay all damages suffered by any tenant of the Shopping Center by reason of TENANT'S failure to repair the Premises as herein required, or by any act of negligence or omission of TENANT or its employees or agents.

13. **ADDITIONAL RENTAL:** TENANT shall pay, in addition to the minimum rental and percentage rental, as "Additional Rental," any money required to be paid pursuant to paragraphs 6, 9, 10, 11, and 14, and all other sums of money or charges required to be paid by TENANT under this Lease Agreement whether or not the same be designated "Additional Rental." If such amount or charges are not paid at the time provided in this Lease Agreement, a penalty of four percent (4%) over the U. S. Bank prime lending rate as prevailing on the first day of the month in which such sum became delinquent will be charged commencing on the eleventh day of the month in which sums are to be paid, and TENANT agrees to pay such interest when billed for same. Nothing herein contained shall be deemed to suspend or delay the payment of any amount of money or charges at the time the same becomes due and payable hereunder, or limit any other remedy of LANDLORD.

14. **LATE CHARGES:** TENANT hereby acknowledges that late payment by TENANT to LANDLORD of rent or other sums due hereunder will cause LANDLORD to incur costs not contemplated by this Lease Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are



not limited to, processing and accounting expenses and late charges which may be imposed on LANDLORD by the terms of any mortgage or deed of trust covering the Premises. Accordingly, if any installment of rent or any other sum due from TENANT shall not be received by LANDLORD or LANDLORD'S designee within ten (10) days after such amount shall be due, TENANT shall pay to LANDLORD a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs that LANDLORD would incur by reason of late payment by TENANT. Acceptance of such late charge by LANDLORD shall in no event constitute a waiver of TENANT'S default with respect to such overdue amount, nor prevent LANDLORD from exercising any of the other rights and remedies granted hereunder.

15. **USE:** As a condition of this Lease Agreement, TENANT will, during the entire term of this Lease Agreement and any renewal or extension hereof, continuously use and occupy the Premises every business day, night and hours as are customary for the purpose of conducting a visitor information/service center in the State of Oregon, and vacancy, or abandonment, or other use shall, at the option of LANDLORD, be a default of this Lease Agreement.

In the event TENANT vacates the Premises in violation of this or any agreement, covenant or condition contained herein, or fails to continuously use the Premises as agreed herein, TENANT agrees that all payments called for in the Lease Agreement must be kept current.

16. **CHANGES TO THE LEASE AGREEMENT:** Throughout the term of this Lease Agreement, TENANT shall at its expense conform to and comply or cause compliance in all material respects with all applicable laws including without limitation all laws, rules, regulations, ordinances, approvals, consents, authorizations, orders, and other requirements of governmental or regulatory agencies or authorities with respect to the design, acquisition, manufacture, construction, erection, installation, assembly, use, maintenance, servicing, storage, finishing, condition, and operation of the Property, including all zoning, safety, sanitation, pollution, and environmental protection requirements applicable to Property, except to the extent valid variances, waivers, exceptions, or similar exceptions have been obtained therefrom (provided, that the same are not subject to time limitations or to any contingencies or restrictions which would cause the same to terminate upon a change in the ownership of, or in the persons operating, the Property). TENANT shall do or cause to be done all things necessary to preserve and keep in full force and effect permits required for the conduct of its business and operations from the time of commencement of this Lease Agreement until its expiration or termination. In the event of any change in applicable codes or laws during the terms of this Lease Agreement or any renewal or extension hereof, TENANT will correct/conform to same at its sole cost and expense.

TENANT shall indemnify, defend, and hold LANDLORD harmless from and against any and all liabilities, losses, and costs, including LANDLORD'S reasonable counsel fees at trial and on appeal, which LANDLORD may incur because of TENANT'S breach of the provisions of this paragraph.

17. **REPAIRS, CARE OF PREMISES & ALTERATIONS:** LANDLORD shall be under no obligation to rebuild, replace, or make repairs of any nature, structural or otherwise, to the Premises or any improvements located thereon during the term of this Lease Agreement or any renewal or extension hereof. TENANT shall, at all times, take good care of the Premises and any improvements placed thereon, and shall, at its sole cost and expense, make all repairs and replacements in and about them as necessary to preserve and maintain them in good order and condition.

TENANT may, from time to time, at its sole cost and expense, make additions to, alterations of, substitutions and replacements for, and removals from the improvements, provided, however, that (a) any of the foregoing action shall be done in good and workmanlike manner, and (b) all such additions, alterations, substitutions, replacements and removals shall be expeditiously completed in compliance with all governmental laws, ordinances, rules, regulations and requirements applicable thereto, and (c) any such additions, alterations, substitutions, replacements and removals shall be subject to LANDLORD'S prior written approval, which shall not be unreasonably withheld, and TENANT shall give to LANDLORD thirty (30) days' prior written notice of its intention to undertake same. TENANT shall promptly pay for all such additions, alterations, substitutions, replacements or removals, shall discharge any and all liens filed against the Premises and any improvements thereon arising out of such additions, alterations, substitutions, replacements or removals and shall make such in a manner so as to not unreasonably interfere with the other businesses in the Shopping Center. TENANT shall procure and pay for all required permits and licenses in connection therewith and shall indemnify LANDLORD from any and all loss, costs or expenses for personal injury or property damage sustained on the Premises and arising out of the making of such addition, alteration, substitution, replacement or removal.

18. **RIGHT OF LANDLORD TO MAKE CERTAIN PAYMENTS:** In the event TENANT fails and/or neglects to pay promptly when due any taxes or other payments required under any mortgage or deed of trust or any evidence of indebtedness thereby secured, any sublease of any part of the Premises or other costs or charges to be paid by TENANT under the terms of this Lease Agreement, then and in that event, LANDLORD without in any respect waiving any or all other rights which it may then have against TENANT, shall have the right, at its option, to pay said charges, and said charges shall be repayable to LANDLORD forthwith and shall draw interest at the rate of four percent (4%) over the U. S. Bank's or its successor's prime lending rate as prevailing on the first day of the month in which such payments were made by LANDLORD until paid.
19. **DAMAGE OR DESTRUCTION:** In the event of damage or destruction from any peril of any building or improvement placed on Premises by TENANT at any time during the term of this Lease Agreement or any renewal or extension hereof, except during the last year of said Lease term or renewal or extension, TENANT shall, as promptly as possible after the occurrence of such damage or destruction, repair or replace the damaged improvements so as to be in the same condition as before such damage or destruction occurred, and the proceeds of such insurance in excess of the cost of repairs or replacement shall be retained by TENANT.

In the event damage or destruction to the buildings or improvements constructed on the Premises, the cost of repairs for which would exceed fifty percent (50%) of the replacement cost thereof, shall occur during the last one (1) year of the Lease term or any extension or renewal, TENANT may, by notice given by TENANT to LANDLORD within sixty (60) days after such damage or destruction, elect to (a) restore said damage improvements, in which event it may use the insurance proceeds to pay for such restoration, or (b) not restore said damaged improvements (failure to commence restoration shall be deemed an election to not restore unless TENANT notifies LANDLORD in writing to the contrary), and at the option of TENANT, cancel and terminate this Lease Agreement by surrender of the Premises and the remaining improvements thereon, in which event, TENANT shall level all buildings and restore the surface of the Premises to a neat and clean appearance, acceptable to LANDLORD, and all insurance proceeds shall be paid first to the mortgagee of any mortgage or the beneficiary of any deed of trust, if any, which secure the initial loan to finance the cost of construction of the improvements on the Premises.

20. **EMINENT DOMAIN:** If title to a substantial portion of the Premises or access to the Premises from public streets or thoroughfares shall be taken by the exercise of the right to condemnation, then the term of this Lease Agreement shall, at the election of TENANT, terminate as of the date possession by the condemning authority is taken and the rental payable pursuant to this Lease Agreement shall be adjusted and pro-rated and paid to the date of such termination. The provisions of this Paragraph do not include any taking for minor street adjustments that will not interfere with the conduct of TENANT'S business and will not reduce access to and from public streets and the Premises. In the event of any such termination due to a taking of all or portion of the Premises, the net award made for such taking shall be distributed in the following order of priority.

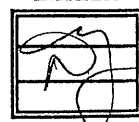
- A. All of the award for the taking of the Premises shall be made to LANDLORD.
- B. The award for taking any improvements shall be (a) payment made for the balance of the principal and interest due on the mortgage or deed of trust against said improvements, and (b) any remaining balance shall be paid to TENANT.
- C. In the event there is no award for the improvements, TENANT agrees that it will, prior to termination of this Lease Agreement, pay any balance of principal and interest in full on the mortgage or trust deed referred to hereinabove.

For the purposes of this section, "a substantial portion" shall be deemed to have been taken if a sufficient portion of the Premises is taken so as to, in the reasonable judgment of LANDLORD and TENANT, render the Premises or the remaining portion of the Premises unsuitable for TENANT'S use or occupancy as contemplated.

If less than the whole or less than a substantial portion of the Premises shall be taken by the exercise of the right of condemnation, then the term of this Lease Agreement shall terminate with respect to the portion of the Premises so taken, but shall otherwise remain in full force and effect. If in any condemnation a portion of the improvements located on the Premises is taken or damaged as a result of such taking, which taking is not sufficient to justify the termination of this Lease Agreement, TENANT shall promptly commence to restore, to the extent of the award received by TENANT, the remainder of the improvements to a use compatible with the purpose of this Lease Agreement. TENANT shall be entitled to receive the net award payable in connection with a taking of the improvements, after payment to LANDLORD for loss of land, but such payment to TENANT shall be made only against work which has received prior written approval of LANDLORD and for which signed, itemized statements for such restoration work paid for by TENANT are presented to LANDLORD. Any proceeds of such net award remaining after final payment has been made for such work or restoration shall be the property of TENANT. Thereafter, the annual fixed minimum rental payable pursuant to Paragraph 4 hereof entitled Rental, shall be reduced in proportion to the square footage of the Premises taken by such condemnation.

21. **SIGNS:** TENANT agrees that it will not place any signs upon the Premises or any buildings or improvements thereon without LANDLORD'S prior written approval. In addition, all such signs must comply with all applicable governmental codes, laws and regulations. TENANT agrees that it will maintain any such signs in good order and repair, and that such signs shall be removed at the expiration of this Lease Agreement or any renewal or extension hereof and the building shall be restored to its condition prior to the signs placement. TENANT agrees that all costs associated with the purchase, maintenance, repair and removal of such signs shall be done at TENANT'S sole cost and expense.

INITIALS



22. **ASSIGNMENT & SUBLETTING:** TENANT shall not assign this Lease Agreement nor sublet any portion of the Premises without the prior written consent of LANDLORD, which consent shall not be unreasonably withheld; and in the case of such assignment or subletting, TENANT shall, nevertheless, remain primarily liable to LANDLORD for all of TENANT'S obligations under the Lease Agreement.

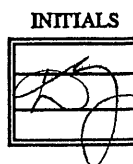
In determining whether to grant consent to the TENANT'S sublet or assignment request, the LANDLORD may consider any reasonable factor. LANDLORD and TENANT agree that any one of the following factors will be reasonable grounds for deciding the TENANT'S request:

- A. Financial strength of the proposed subtenant/assignee.
- B. Business reputation of the proposed subtenant/assignee must be in accordance with generally acceptable commercial standards.
- C. Use of the Premises by the proposed subtenant/assignee must not directly compete with an existing use found in the Shopping Center on the date of the signing of this Lease Agreement nor be in violation of any use clause found in an existing Lease Agreement at that time.
- D. Managerial and operational skills of the proposed subtenant/assignee.
- E. Use of the Premises by the proposed subtenant/assignee will violate or create any potential violation of any laws.
- F. Use of the Premises will violate any other agreements affecting the Premises, the LANDLORD or other tenants.

If LANDLORD refuses consent on any of the above-listed grounds or any other reasonable ground, the burden shall be on the TENANT to prove the LANDLORD acted arbitrarily and had no reasonable basis for concluding that such grounds existed.

This Lease Agreement is not subject to involuntary transfer. If TENANT files a petition in bankruptcy, or is declared bankrupt or insolvent according to law, or makes an assignment for the benefit of its creditors, or if the Leasehold estate is taken or sought to be taken, on execution, then at the option of LANDLORD, this Lease Agreement shall terminate and LANDLORD, without notice or demand, may re-enter the Premises and remove all persons and effects therefrom without prejudice to any remedies which might otherwise be used by LANDLORD for any breach of TENANT'S covenants.

23. **DEFAULT:** It is agreed that should default be made in the payment when due of any portion of the rental and any additional rental required by TENANT by the terms of this Lease Agreement and such default continues for ten (10) days after written notice thereof, or should default be made in the performance of any of the other covenants, terms and conditions of this Lease Agreement to be performed by TENANT and such default continues for twenty (20) days after written notice thereof, or TENANT fails to commence taking steps to diligently cure the default, in addition to all other remedies LANDLORD may have at law or in equity, LANDLORD, its agent or attorney, may enter and take possession of the Premises and attempt to rent the same, or, at LANDLORD'S option, terminate this Lease Agreement. Upon such re-entry or taking possession or upon the abandonment of the Premises by TENANT, LANDLORD may lock the building located on the Premises for the protection thereof. Further, TENANT covenants and agrees to pay to LANDLORD any costs arising from the re-letting of the Premises at a lesser rental than the minimum agreed



to herein, together with the costs and expenses incurred by LANDLORD in the leasing, alteration or remodeling of the Premises. In the event LANDLORD does not terminate this Lease Agreement as hereinabove provided, TENANT shall remain fully obligated to pay the rental and any additional rental and related charges required by the terms of this Lease Agreement in the amounts and at such times as called for herein.

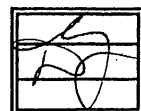
It is agreed that if either Party shall be in default in the fulfillment of any of the covenants or conditions of this Lease Agreement, other than the covenants of TENANT to pay rental and additional rental, and the same cannot be remedied within the time herein provided by the use of reasonable diligence, then such additional time shall be granted, without penalty or other imposition, as may be reasonably necessary provided the Party in default takes immediate steps on receipt of the notice to remedy the default and has proceeded diligently to cure.

24. **ESTOPPEL ATTORNMENT & SUBORDINATION:** It is agreed that if called upon by LANDLORD to do so, TENANT will execute an estoppel certificate and/or an attornment agreement referring to the agreements made in this Lease Agreement and certifying to said conditions, and return said executed certificate to LANDLORD within TEN (10) DAYS of date of request. TENANT'S failure to deliver such statement within such time shall be conclusive upon TENANT (i) that this Lease Agreement is in full force and effect, without modification except as may be represented by LANDLORD, (ii) that there are no incurred defaults in LANDLORD'S performance, (iii) that not more than one month's rent has been paid in advance.

TENANT acknowledges that this Lease Agreement is and shall be second, inferior, junior and subordinate to the lien of any mortgage or other encumbrance now or hereafter placed on the land and buildings of which the Premises are a part, and to all advances made or hereafter to be made upon the security thereof, and upon the request of LANDLORD, it will execute a subordination agreement certifying to same. Nothing contained in this section shall require TENANT to agree to any subsequent modification in the term of this Lease Agreement nor shall any mortgage succeeding to LANDLORD'S interest have any greater rights hereunder than LANDLORD.

25. **TITLE TO IMPROVEMENTS:** All of the buildings, structures and improvements made to or constructed by TENANT on the Premises shall, during the term of this Lease Agreement, become and be a part of the realty, but they shall remain the property of TENANT, its successors or assigns, provided, however, subject to the loss or damage of such structures or improvements by condemnation, damage or removal as permitted by this Lease Agreement, or any destruction thereof, all such structures and improvements shall, at the option of LANDLORD, remain upon, and be surrendered in good condition, reasonable wear and tear and damage by casualty or the elements excepted, with the Premises at the expiration of termination of this Lease Agreement, and shall thereafter be the property of LANDLORD or, at LANDLORD'S option and at TENANT'S sole cost and expense, TENANT may remove the building and return the Premises to LANDLORD in a neat and clean appearance, acceptable to LANDLORD. The buildings, structures and improvements shall be free and clear of all liens, and any mortgage or deed of trust shall have been paid and a satisfaction or reconveyance shall be delivered to LANDLORD.

26. **RETURN OF PREMISES:** TENANT covenants and agrees that at the end of the Lease Agreement term or any renewal or extension hereof, or upon any sooner termination of this Lease Agreement, to quit and deliver up the Premises to LANDLORD peaceably and quietly and in good order and repair, reasonable wear and tear and damage by fire or other casualty excepted.



TENANT shall remove all of its fixtures, equipment, inventory and signs and any other items which are the personal property of TENANT. Any such items not installed at TENANT'S expense may not be removed unless TENANT has LANDLORD'S specific written consent to do so.

In the event the Premises are damaged by reason of the removal of any of the foregoing items, TENANT shall promptly, and in a workmanlike manner, repair such damage at its own expense.

TENANT agrees to hold LANDLORD harmless from any third party claims of whatever nature for the rights or interest in any items TENANT might remove from the Premises.

27. **HOLDING OVER:** If TENANT remains in possession of the Premises after the expiration or any extension or renewal hereof such continued possession shall, if rental is paid by TENANT and accepted by LANDLORD, create a month-to-month tenancy on the terms herein specified, and said tenancy may be terminated at any time by either Party by thirty (30) days' prior written notice to the other Party.

In the event TENANT so holds over or remains in possession and LANDLORD accepts any payment of rental or related charges in an amount less than the full amount due, LANDLORD'S acceptance of such payment shall not be deemed or constitute a waiver of LANDLORD'S right to receive and/or collect the full amount due.

28. **NOTICE:** Except as applicable law may otherwise require, all notices and other communications required or permitted hereunder shall be in writing and sent registered mail, or certified mail, return receipt requested, and shall be deemed delivered when placed into any U. S. Mail Service receptacle and addressed as follows:

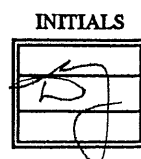
Landlord: Portland Fixture Limited Partnership
c/o Mercury Development
13635 NW Cornell #200
Portland, Oregon 97229

All payments for rental and any other charges accruing to LANDLORD shall be sent to LANDLORD as follows:

Portland Fixture Limited Partnership
P. O. Box 4500-48
Portland, Oregon 97208

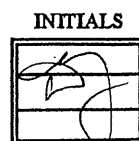
TENANT: City of Warrenton, Oregon
PO Box 250
Warrenton, Or 97146

Any Party may at any time change its address for such purposes by delivering or mailing to the other Parties a notice of such change.

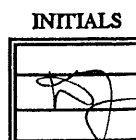


29. **GENERAL PROVISIONS:**

- 29.1 **Accord & Satisfaction:** No payment by TENANT or receipt by LANDLORD of a lesser amount than the monthly rental and additional rental required under the terms of this Lease Agreement shall be deemed to be other than on account of the earliest stipulated rental, nor shall any endorsement or statement on any check or any letter accompanying check or payment as rental be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to LANDLORD'S right to recover the balance of such rental or pursue any other remedy in this Lease Agreement contained.
- 29.2 **Quiet Enjoyment:** TENANT may and shall peaceably and quietly have and enjoy the Premises for the term hereinabove specified and providing always that TENANT has faithfully kept and performed all covenants and conditions herein contained.
- 29.3 **Recording:** This Lease Agreement shall not be recorded, but it is agreed that, upon request by either Party, the Parties will execute a memorandum of this Lease Agreement which may be recorded by either Party.
- 29.4 **Modifications:** This Lease Agreement may not be modified except by endorsement in writing attached hereto, dated and signed by the Parties. Neither Party shall be bound by any statement of any agent or employee modifying this Lease Agreement, except for any person who has been specifically authorized in writing to do so by the appropriate Party.
- 29.5 **Succession:** This Lease Agreement shall be binding upon the Parties hereto, their legal representatives, heirs, administrators, executors, successors and, so far as this Lease Agreement and the term or terms hereby created are assignable, their assigns.
- 29.6 **Landlord's Right to Execute:** LANDLORD covenants with TENANT that it is the owner of the Premises and that it has good right to Lease Agreement same for the term and upon the conditions herein contained by it to be kept and performed.
- 29.7 **Tenant's Right to Execute:** TENANT covenants with LANDLORD that it has full right and authority to sign this Lease Agreement on its own and on behalf of other entities as may be represented by its signature hereto. If TENANT is a corporation, each individual executing this Lease Agreement on behalf of said corporation represents and warrants that he is duly authorized to execute and deliver this Lease Agreement on behalf of said corporation, in accordance with the by-laws of said corporation and that this Lease Agreement is binding upon said corporation.
- 29.8 **Joint & Several Liability:** In the event TENANT now or hereafter consists of more than one person, firm or corporation, then all such persons, firms or corporations shall be jointly and severally liable as TENANT under this Lease Agreement.
- 29.9 **Force Majeure:** TENANT'S obligation under this Lease Agreement will not be affected, impaired or excused because LANDLORD is unable to fulfill any of its obligations under this Lease Agreement if it is prevented or delayed from so doing by any cause beyond its reasonable control, including but not limited to making any necessary repairs which are its responsibility.



- 29.10 Non-Waiver: It is expressly understood and agreed that the waiver by LANDLORD of any default under the terms hereof, whether in payment of rent or otherwise, shall in no event be construed to be a waiver of any other or subsequent breach of the same or any other covenant herein contained.
- 29.11 Remedies Cumulative: The various rights, options, elections and remedies of LANDLORD and TENANT, respectively, contained in this Lease Agreement shall be cumulative and no one of the shall be construed as exclusive of any other, or of any right, priority or remedy allowed or provided for by law and not expressly waived in this Lease Agreement.
- 29.12 Attorney's Fees: In the event that suit or action is instituted by either Party hereto to procure any remedy for any breach of this Lease Agreement or for interpretation of any of the terms or conditions hereof, the prevailing Party shall be allowed such sum as the court may adjudge reasonable as attorneys' fees and court costs in such suit or action or any appeal therefrom.
- 29.13 No Partnership: LANDLORD is not, by virtue of this Lease Agreement, a partner or joint venturer with TENANT and shall have no obligation with respect to TENANT'S debts or other liabilities and no interest in TENANT'S projects.
- 29.14 Applicable Law: The Premises are located in the State of Oregon. The Parties agree that the determination of rights, remedies and the validity of any portion of this Lease Agreement shall be determined by the laws of the State of Oregon.
- 29.15 Disclaimer: This document constitutes the entire agreement between the Parties hereto and supersedes any prior agreement, verbal or written, and any prior representation, either implied or actual.
- 29.16 Separability: In the event that any provision of this Lease Agreement shall be proven to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision hereof, and all remaining provision shall remain in full force or effect.
- 29.17 Time is of the Essence: Time is of the essence of this Lease Agreement and the performance of all of the terms and conditions herein.
- 29.18 Continuing Offer: Execution of this Lease Agreement Agreement by TENANT constitutes an Offer which shall not be deemed accepted by LANDLORD until LANDLORD has executed this Lease Agreement and delivered a duplicate original thereof to TENANT.
- 29.19 Brokers: TENANT agrees that if it has had dealings with any attorney, real estate broker or agent in connection with the negotiations of this Lease Agreement, it shall bear the entire responsibility for payment of any commissions or fees earned by said attorney, broker or agent and LANDLORD has no responsibility for same.
- 29.20 Sectional Headings: The index, sectional headings and subheadings in this Lease Agreement are for the purpose of convenience and heading only, and shall in no way be held to explain, modify or aid in the interpretation, construction or meaning of the provisions of this Lease Agreement.



29.21 Disclaimer: This document constitutes the entire agreement between the Parties hereto. Any representations implied or actual are of no force or effect unless herein contained.

30. TOTALITY: This Lease Agreement consists of thirty (30) successively numbered paragraphs.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument in duplicate on this day and year first hereinabove written.

LANDLORD:

PORTLAND FIXTURE LIMITED PARTNERSHIP,
an Oregon limited partnership

By: David P. Zimel
David P. Zimel, President

Date: 5/10/95

TENANT:

CITY OF WARRENTON, OREGON

By: Barbara Balensifer
Title: Mayor, Barbara Balensifer

Date: May 3, 1995

warrenton, gla
September 30, 1993

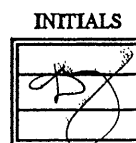


EXHIBIT A

LEGAL DESCRIPTION

YOUNG'S BAY PLAZA

The following described real property in the City of Warrenton, County of Clatsop and State of Oregon, to wit:

That certain parcel of land in the plat of MERIWETHER lying Easterly and Southerly of Holbrook Slough, Southerly and Westerly of the right of way line of the Warrenton Access Road and Northwesterly of the Northwesterly right of way line of the new U. S. Highway No. 101, including within said perimeter, Tracts "A" and "B," and portions of Blocks 2, 3, 4, 5, 9, and 10 of said platted subdivision, TOGETHER WITH those portions of vacated S. E. Second Street, S. E. Third Street, S. E. Fourth Street, S. E. Ocean Avenue (formerly Arch Street), and S. E. Pacific Avenue (formerly, Adair Avenue), lying within the perimeter of the above-described parcel, and which inured to the adjacent Blocks in MERIWETHER, upon the vacation thereof by Ordinances No. 569-A and No. 615-A of the City of Warrenton; and ALSO INCLUDING herewith those portions of Lots 1 through 10, Block 3 of said MERIWETHER lying East of original Holbrook Slough and South of Harbor Street as described in and conveyed by Deed recorded in Book 415, page 487, of Clatsop County Records.

SAVE AND EXCEPT:

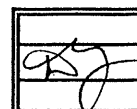
Beginning at an iron rod on the Northerly right-of-way of the Oregon State Highway at Station 130+00 lying in the Plat of MERIWETHER as recorded in Clatsop County March 25, 1896; thence North 37° 09' 13" West 170.97 feet to an iron rod; thence north 80° 45' 14" West 188.0 feet along the South right-of-way line as monumented to the Northwest line of an easement for Channel change of HOLBROOK SLOUGH by the Oregon State Highway Commission, being the True Point of Beginning; thence North 80° 45' 14" West 239.0 feet; thence Southerly and Easterly along the edge of the channel to the true point of beginning all in Section 23, Township 8 North, Range 10 West, Willamette Meridian.

ALSO SAVE AND EXCEPT:

Beginning at an iron rod on the Northerly right-of-way of the Oregon State Highway at Station 130+00 lying in the Plat of MERIWETHER as recorded in Clatsop County March 25, 1896; thence South 52° 52' West 244.0 feet along said right-of-way; thence North 37° 08' West 36.0 feet to the True Point of Beginning; North thence 37° 08' West 56.0 feet; thence South 52° 52' West 112.0 feet; thence South 37° 08' East 56.0 feet; thence North 52° 52' East 112.0 feet to the true point of beginning, all in Section 23, Township 8 North, Range 10 West, Willamette Meridian.

youngabe.exe
September 30, 1993

INITIALS



YOUNG'S BAY PLAZA

WARRENTON, OREGON

SITE MAP

TENANTS - S. Hwy 101

- 1) (103) Youngs Bay Restaurant (Denny's)
 - 2) (107) Bank of Astoria
 - 3) (113) Pizza Hut
 - 4) (123) Steven's Fine Clothing
 - 5) (127) NEW TENANT (to be announced)
 - 6) (131) Dollar Stretchers
 - 7) (133) Volume Shoes
 - 8) (135) Bayshore Animal Clinic
 - 9) (137) Shoe Repair
 - 10) (141) Lamonts
 - 11) (145) Pay Less Drug
 - 12) (147) Ganaway Jewelers
 - 13) (153) Studio 4 Hair
 - 14) (159) Video Horizons
 - 15) (161) Subway Sandwiches
- Unusable Space (1,333sf)

1 N

FOR ILLUSTRATION ONLY

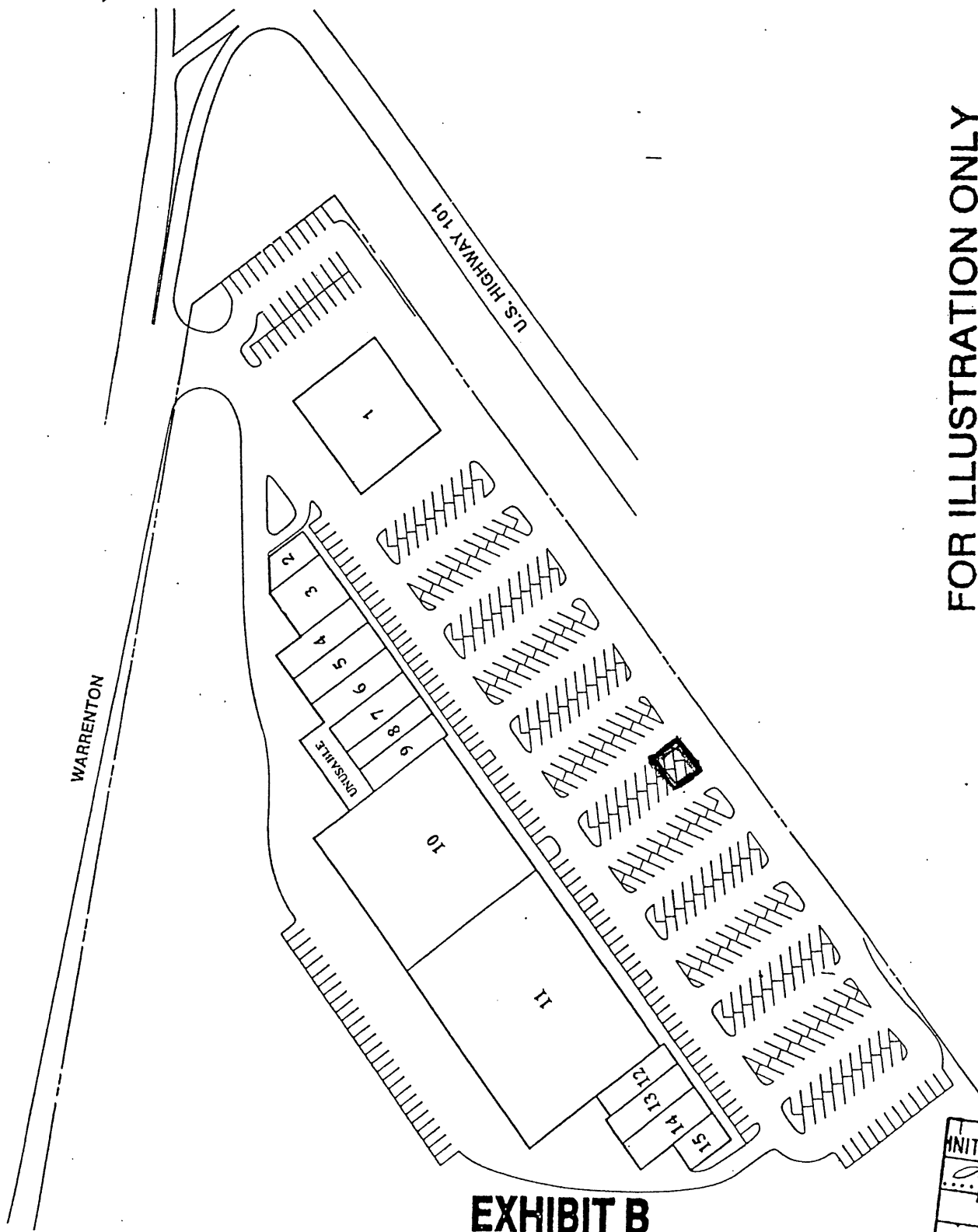


EXHIBIT B

INITIALS
[Signature]

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Recorder
DATE: May 24, 2016
SUBJ: Letter of Support for Appointment to Pacific Fishery Management Council

SUMMARY

Mayor Kujala requested that the attached draft letter be placed on the Agenda for your consideration. The letter supports Peter Leipzig for appointment to the Pacific Fishery Management Council.

RECOMMENDATION/SUGGESTED MOTION

" I move to authorize the Mayor's signature on a letter supporting the appointment of Pete Leipzig to the Pacific Fishery Management Council."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager: Burt L. Smith

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

May 24, 2016

Eileen Sobeck
Assistant Administrator of Fisheries
NOAA Fisheries Service
1315 East West highway
Silver Spring, MD 20910

RE: Appointment of Pete Leipzig to the Pacific Fishery Management Council

Dear Ms. Sobeck:

We are writing to you to express our support for Peter Leipzig to be appointed to the Pacific Fishery Management Council seat that is currently held by Dan Wolford. We believe that the west coast's commercial fishing industry and the coastal communities that depend on it, would be well served by his selection.

It is our understanding that the trawl groundfish catch share program has struggled since it was implemented, leaving almost 80% of the quota in the water last year. As a community that depends heavily on the health of our commercial fishing industry, we find this to be unacceptable.

It has also been brought to our attention that the Council will begin a five year review of the catch share program this summer and the results of that review will provide significant guidance to how this fishery will be managed into the future. Given that the trawl groundfish fishery is the largest fishery on the west coast, it seems prudent to appoint the best individual possible to assist in getting this fishery on track.

With that thought, few individuals have the wealth of knowledge and understanding about our groundfish fisheries that Mr. Leipzig possesses. He has served on numerous Council committees, as well as two terms as a Council member and is highly regarded among his peers. As a coastal community that depends so much on the proper management of our commercial fisheries, Mr. Leipzig is the obvious choice.

We strongly request you to appoint Pete Leipzig to the Pacific Council management Council.

Sincerely,