



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
July 11, 2023 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 6.27.23
- B. City Commission Special Meeting Minutes – 6.06.23
- C. Monthly Finance Report – May 2023
- D. Abstract of Votes – May 2023 Election
- E. Water Agreement – HTA Properties, LLC; Dunes Estates

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.

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – None

7. BUSINESS ITEMS

- A. Consideration of Spruce Up Warrenton Events Budget Request
- B. Consideration of Resolution No. 2645; Monthly & Daily Moorage Rates
- C. Consideration of Ordinance No. 1261; Annexing Property – Seafarer’s Park
- D. Consideration of Ordinance No. 1262; Amending the Urban Growth Boundary
- E. Consideration of Gearhart Water MOU

8. DISCUSSION ITEMS – None

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.

MINUTES
 Warrenton City Commission
 June 27, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Mark Baldwin, Paul Mitchell, Tom Dyer (arrived at 6:06), and Gerald Poe

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Public Works Director Greg Shafer, Acting Harbormaster Don Beck, Marina Office Assistant Jessica Megowan, Finance Director April Clark, Fire Chief Brian Alsbury, Planning Director Jay Blake, Deputy City Recorder Hanna Bentley, Water Treatment Plant Operator Dave Davis, and City Recorder Dawne Shaw

Mayor Balensifer requested to add agenda items 7.L – Hammond Bank Stabilization Project and item 9.A – Sheriff’s Statement under Good of the Order, and also to move the Sheriff’s statement to after Commissioner Reports; there were no objections.

CONSENT CALENDAR

- A. City Commission Special Meeting Minutes – 6.06.23
- B. City Commission Meeting Minutes – 6.13.23
- C. City Commission Work Session Minutes – 6.13.23
- D. Community Library Quarterly Report – June 2023
- E. Police Department Monthly Report – May 2023
- F. Columbia River Bar Pilots Temporary Settlement Pond
- G. OSFM Wildfire Seasonal Staffing Grant 2023

Mayor Balensifer requested to pull the 6.6.23 Special Meeting minutes from the consent calendar, to edit them for inclusion of the ‘for the record’ statements that were made; there were no objections. City Recorder Dawne Shaw noted the minutes will be amended and will be brought back at the next meeting for approval.

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

Baldwin – aye; Poe – aye; Mitchell – aye; Balensifer - aye

COMMISSIONER REPORTS

Commissioner Poe noted he recently attended two CREST budget meetings; it was noted CREST is now taking care of the Elk Collaborative.

City Manager Esther Moberg noted her appreciation of Police Chief Workman stepping in as acting city manager while she was on vacation; she noted he is also working on the permits for the camping ordinance. She also announced that Dave Davis will be moving up to Water Treatment Plant Supervisor in July.

City Recorder Dawne Shaw introduced Deputy City Recorder Hanna Bentley.

Mayor Balensifer stated he and the city manager have been tracking the FEMA Biop aspect, and noted he will be organizing coastal mayors to see if we can get a little more ahead of it. He also the letter that was sent to FEMA, from the County Chair and all Clatsop County Mayors, requesting that FEMA put the brakes on it and reconsider some of the items they are pushing. He noted the plan they have it Oregon specific and needs to be reevaluated under their proposal plan. He noted several City Commissioners now engaged with the elk issue - Commission Baldwin represents the city on the collaborative; he, himself Chairs the collaborative, and Commissioner Poe is on the CREST board which now manages the collaborative.

PUBLIC COMMENT

Tony Faletti noted the high grass on E. Harbor; he noted it is ODOT's jurisdiction and he would like to see them mow the sides and the entrances into town. He asked if the City Commission could light the fire under them and get it mowed so it looks better. Mr. Faletti and gave kudos to the city on the parks. He noted the ball tournaments and stated he was curious to see what the revenue on the field rentals is. Mayor Balensifer asked the city manager to follow up with that information before the next meeting.

GOOD OF THE ORDER

Clatsop County Sheriff Matthew Phillips stated he came to talk about a statement he made back in late 2019/early 2020 at previous planning meeting related to the jail operations and how they were going to operate, especially as it related to releasing people from the jail. He stated at that time, the plan was that anyone that got arrested and booked, they would hold them until at least their arraignment, which would be at 1:00, and then they would have time to coordinate their release. He noted at that time there was bus service at the time and there were options for getting them to where they came from or to their home. He stated that was something the law provided for at the time. Sheriff Phillips noted that since then the legislature has been very busy and in 2021 the legislature passed Senate Bill 48 which went into effect on July 1, 2022. He noted it is a major pre-trial reform; it's a bail reform bill, which created three categories of crimes. He stated with the first two categories, they do not have legal authority to hold anyone in jail, even overnight, for arraignment. He continued to explain the crime categories and the new pre-trial release requirements that they must follow. Sheriff Phillips explained the programs they have in the jail and noted their successes. Brief discussion followed.

PUBLIC HEARINGS

Mayor Balensifer opened the public hearing on the adoption of the Warrenton City Budget for FY 2023-2024. Formalities followed. No conflicts of interest or ex parte contacts were reported. Finance Director April Clark presented her staff report on the budget, noting Resolution No. 2649 for its adoption. She noted the budget was approved by the Budget Committee on May 16th and stated the total appropriations for this budget are \$47,677,770. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Dyer made the motion to adopt the City of Warrenton FY 2023-2024 Budget as set forth in Resolution No. 2649. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer - aye

Mayor Balensifer opened the public hearing on the election to receive State Revenue Sharing funds. Formalities followed. No conflicts of interest or ex parte contacts were reported. Ms. Clark presented the staff report, noting the total of estimated state shared revenue is \$719,967; of that amount \$209,754 goes

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into the General Fund, noting there are no restrictions on those revenues; and \$510,213 will go to the State Tax Street Fund. She noted those funds are restricted to road related purposes. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Baldwin made the motion to adopt Resolution No. 2652; a Resolution Declaring the City of Warrenton's Election to Receive State Revenues for Fiscal Year 2023-2024. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer - aye

BUSINESS ITEMS

Kennedy Jenks Senior Engineer Shawn Spargo gave a presentation on the three options for the wastewater treatment plant expansion. Public Works Director Greg Shafer spoke about the two different plants they visited and noted the membrane option (MBR) would be best in his opinion. City Manager Moberg also spoke in favor of the MBR system. Mr. Spargo continued his review of the power point presentation, which outlined the differences in the expansion options. Brief discussion followed. Mr. Spargo summarized the alternatives and noted Kennedy Jenks' recommendation is Alternative 3. After brief discussion, the consensus was to go with Option 3.

Commissioner Baldwin made the motion to direct staff to pursue Option 3 for the City of Warrenton Wastewater Treatment Plant project. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer – aye

Marina Advisory Committee Chairperson Pam Ackley discussed the board's recommendation for an Adopt a Marina program. She explained the draft program outline and sponsorship options. Brief discussion followed on the sponsorship program and sponsor recognition.

Commissioner Baldwin made the motion to direct the Mayor to issue a response to the Marina Advisory Committee giving tentative approval and remanding the action to the committee for further development for a plan. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer - aye

Ms. Ackley stated the advisory committee also recommends the City approve the proposed Daily and Monthly rate increases for 2023-2024 budget that were presented by staff to the commission at the May 9th meeting. She explained the recommendation to bring the rate increases back, noting that the daily and monthly rates are well below neighboring marinas. Opposition to the rate increase by fellow committee member Mike Balensifer was also submitted. Mayor Balensifer explained the process to bring a dead motion back after a failed vote and the ability to bring back the rate increases. Discussion followed on the annual moorage process. Mayor Balensifer requested a member of staff to come up; Acting Harbormaster Don Beck clarified the process; discussion continued. Commissioner Baldwin noted for the record that he feels the annual rates will be next and reiterated his thoughts on the maintenance issues at the marinas. Discussion followed on TRT funds and commercial docks/boats in the Hammond marina. The commission asked that it be clarified by legal, and a written opinion. Ms. Moberg stated she will clarify with legal. Mayor Balensifer noted he will abstain from voting on the recommendation, since his father is on the committee and was the dissenting vote.

Commissioner Baldwin made the motion to reject the Marina Advisory Committee's recommendation for rate increases for the 2023-2024 budget. There was no second to the motion.

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Commissioner Mitchell made the motion to adopt the Marina Advisory Committee’s recommendation for rate increases for the 2023-2024 budget. Motion was seconded and passed by majority vote.

Baldwin – nay; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer – abstained

Commissioner Mitchell made the motion to conduct the first reading, by title only, of Resolution No. 2645; amending marina rate and fees, and repealing Resolution No. 2596.

Baldwin – nay; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer – aye

Mayor Balensifer conducted the first reading, by title only, of Resolution No. 2645.

Ms. Clark presented the Capital Improvement Program (CIP) for adoption. She noted the CIP was reviewed in a work session with the commission on April 11, 2023, and the funding for current year capital projects was approved by the Budget Committee at the May 16, 2023 meeting.

Commissioner Baldwin made the motion to adopt the 2024-2029 Capital Improvement Program. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer – aye

City Recorder Dawne Shaw reviewed a request from Robert Wirt for a noise variance for amplified music at a planned event at the Hwy 101/Marlin Avenue food cart location. The “Fun in the Sun Food Truck Bash” is scheduled to take place on July 1st with a live band during the hours of 2:00 – 9:00 pm. Mr. Wirt briefly explained the event. He noted the hours will be 2:00 – 5:00 but may extend depending on attendance. Brief discussion followed on the property boundaries of the food cart area and the right-of-way.

Commissioner Mitchell made the motion to permit the use of amplified music at the Wirt Food Cart location on July 1, 2023, between the hours of 2:00 – 9:00 pm. Motion was seconded and passed unanimously.

Baldwin – aye; Poe – aye; Mitchell – aye; Dyer – aye; Balensifer – aye

Ms. Moberg noted Resolution No. 2648 for recycling rates, which is presented for its adoption. Commissioner Mitchell noted the rate increase was lower than suggested, discussion continued about rate increases.

Commissioner Baldwin made the motion to adopt Resolution No. 2648; Adopting and Setting New Rates for Residential Recycling Services; Establishing July 1, 2023, as the effective date; and repealing all resolutions in conflict. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer - aye

Public Works Director Greg Shafer presented Resolution No. 2650 for its adoption. Mr. Shafer also presented Resolution No. 2651 for its adoption.

Commissioner Dyer made the motion to adopt Resolution No. 2650; Adopting Sewer Department Monthly Rates, Establishing July 1, 2023, as the effective date; and repealing all resolutions in conflict. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer - aye

Commissioner Poe made the motion to adopt Resolution No. 2651; Adopting Water Department Rates and Fees, Establishing July 1, 2023, as the effective date; and repealing all resolutions in conflict. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer - aye

Mr. Shafer discussed a contract for the Hammond Transmission waterline. He stated the contract with Consor Engineers is for engineering design, project management, survey, permitting, and construction management. Mayor Balensifer asked for clarification on the project due to past bidding processes. Mr. Shafer explained they will be utilizing the original design to help with the cost of engineering. Ms. Moberg noted this project started in 2016 causing an increase in cost. Commissioner Paul Mitchell noted his concern with projects continuing to come back up with change orders for additional costs. A brief discussion continued.

Commissioner Baldwin made the motion to approve the attached contract with Consor Engineers, Inc. in the amount of \$411,920, per the attached scope of work. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer - aye

Mr. Shafer reviewed an additional contract with Consor Engineering for the Raw Waterline Segment Number 2 (RWL-2) replacement; for engineering design, project management, survey, permitting, and construction management.

Commissioner Baldwin made the motion to approve the attached contract with Consor Engineers, Inc. in the amount of \$396,092 and per the attached scope of work. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer - aye

Planning Director Jay Blake discussed a nuisance property at 235 North Main Avenue. He noted the owner intends to remove the derelict structure. He noted past issues with multiple campers on the property; discussion followed.

Commissioner Mitchell made the motion to declare a public nuisance exists at 235 North Main Avenue, Warrenton, OR 97146 and direct staff to move forward with the appropriate abatement procedures as outlined in the municipal code. Motion was seconded and passed unanimously.

Baldwin – aye; Mitchell - aye; Dyer – aye; Poe – aye; Balensifer – aye

Acting Harbormaster Don Beck discussed a contract for bank stabilization in the Hammond basin with North Coast Civil Design. He noted the storm damage and significant erosion to the banks. Ms. Moberg noted time is of the essence due to the need for significant low tides. It was noted this contract is within the city manager's spending authority, however staff wanted the commission to be aware.

DISCUSSION ITEMS - None

GOOD OF THE ORDER (Continued) – None

At 7:57 p.m., Mayor Balensifer recessed the regular meeting to conduct the Urban Renewal Agency meeting.

8:02 Mayor reconvened and announced the Commission will now meet in executive session under authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

At 8:24 p.m. Mayor Balensifer reconvened the regular meeting and noting no further business, adjourned the meeting.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

SPECIAL MEETING MINUTES

Warrenton City Commission
 June 6, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Mark Baldwin, Tom Dyer, and Gerald Poe

Excused: Paul Mitchell

Staff Present: City Manager Esther Moberg, Planning Director Jay Blake, and City Recorder Dawne Shaw

Mayor Balensifer noted the purpose of the meeting is to discuss the lease at 69 NE Heron Avenue. He asked if the commission wished to take it into consideration and then go into executive session or go into executive session now and then regular session after. Consensus was to go into executive session first.

At 6:02 p.m. Mayor Balensifer announced the commission will now meet in executive session under ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

At 6:29 p.m. Mayor Balensifer reconvened the special meeting.

BUSINESS ITEMS

Mayor Balensifer noted two of the prospective lessees in attendance and asked if anyone from Encore Academy wished to speak. Encore Academy owner/director Denele Sweet stated she and Mr. Kilday of Battery 245 have talked and she feels they can work together. She stated they would like to have outdoor space for the children on the property between the two buildings, (Lot 4 of 69 NE Heron) and noted she would need the city's blessing for the outdoor space. Mayor Balensifer asked for the record, to clarify that Encore is withdrawing their desire to lease the full building and are endorsing Battery 245's tenancy; and Battery 245 is open or willing to provide within their lease of Lot 4, space for Encore to use as non-permanent structured open space. Ms. Sweet agreed and also confirmed she will not be building anything in the space, but she would like to put in a type of playground structure. She noted she has not selected anything at this point but does want to give the children something to play on. Jeff Kilday, one of the founders of Battery 245, stated they have no problem with giving Encore Academy access and will do a sublease if needed, or just permission for that area. They would still allow a thoroughfare to come through so there is still access available. And if needed by the city, they could put non-permanent things in that area so they can be moved for fire access, in worst case scenario. He noted there still should be room for vehicles to go between the two buildings.

Mayor Balensifer stated the first action the commission has to consider would be whether to honor the request to hand the tenancy over to Battery 245 and withdraw the tenancy agreement with Encore as previously stated.

Commissioner Dyer made the motion to approve the transfer of tenancy from Encore Academy to Battery 245 for the 69 NE Heron Avenue as requested by the tenant. Motion was seconded and passed unanimously.

Baldwin – aye; Dyer – aye; Poe – aye; Balensifer - aye

Mayor Balensifer noted the city’s policy does not allow subleasing, but if there is use that is non-permanent in that area, that becomes an issue between you and your insurance company, as long as it is not the primary usage of that facility. City Manager Esther Moberg stated the city would need to make sure it is specified in the lease agreement and also make sure it is a safe and enclosed play space with barriers, because of the vehicle traffic in that area. Ms. Moberg also noted they are looking at a 5-year lease agreement with the tenants; there were no objections to the lease terms. Ms. Moberg also asked if the submitted lease rates were acceptable; there were no objections from the commission.

Commissioner Baldwin stated he has concerns about putting a playground on asphalt, noting the children’s safety, stating he would hope there will be pads or something on the asphalt. He reiterated that a playground on asphalt is not a great idea.

Mayor Balensifer stated as far as the city is concerned on this particular issue of 69 NE Heron, he asked if this satisfies Encore Academy’s request, and if it satisfies Battery 245’s – both agreed. He also asked if the commission is happy with the transfer of the lease assignment with the stipulations as discussed. All three parties are in agreement.

There being no further business, Mayor Balensifer adjourned the meeting at 6:37 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 15, Issue 11

Monthly Finance Report
May 2023

July 11, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	3.88%	.75%
Prime Rate:	8.25%	4.00%
◆ CPI-U change:	4.0%	8.6%
◆ Unemployment Rates:		
Clatsop County:	4.4%	3.7%
Oregon:	4.4%	3.5%
U.S.:	3.5%	3.6%

Department Statistics

◆ Utility Bills mailed	3,271
◆ New Service Connections	9
◆ Reminder Letters	391
◆ Door Hangers	80
◆ Water Service Discontinued	13
◆ Counter payments	406
◆ Mail payments	1,118
◆ Auto Pay Customers/pmts	673
◆ Online (Web) payments	1,378
◆ Checks issued	365

Current and Pending Projects

- ◆ 2024-2029 Capital Improvement Program will be presented to the City Commission on June 27, 2023 for recommended adoption.
- ◆ 2023-2024 Proposed Budget was approved by the Budget Committee and will be presented to the City Commission on June 27, 2023 for adoption.
- ◆ Insurance Renewals
- ◆ Audit Preparation
- ◆ Implementation of HR and Leave Tracking Software

Financial Narrative as of May 31, 2023

Note: Revenues and expenses should track at 11/12 or 91.7% of the budget.

General Fund: Year to date revenues amount to \$4,710,074, which is 82.8% of the budget, compared to the prior year amount of \$4,365,699, which was 95.5% of the budget and are up by \$344,375. Increases are shown in property tax, franchise fees, state revenue sharing, police charges, park charges, housing rehab loan payments, miscellaneous, interest and leases and are offset by decreases in transient room taxes, municipal court, planning fees, fire charges and proceeds from sale of assets.

Expenses year to date amount to \$4,623,756, which is 73.5% of the budget, compared to the prior year amount of \$4,235,776, which was 83.1% of the budget. All departments are tracking under budget.

WBL: Business license revenue amounts to \$84,304, compared to \$63,500 at this time last year, a difference of \$20,804. A rate increase on July 1, 2022 has contributed to this difference. Year to date licenses issued is 780 compared to 750 at this time last year.

Building Department: Permit revenues this month amount to \$14,869 and \$228,135 year to date, which is 74.7% of the budgeted amount. Last year to date permit revenue was \$315,371, 96.3% of the budget.

State Tax Street: State gas taxes received this month amount to \$40,989 for fuel sold in April and \$413,475 year to date. City fuels taxes received this month amount to \$28,896 for fuel sold in March and are \$273,784 year to date. Total gas taxes received year to date are \$687,259 compared to \$652,794 at this time last year.

Warrenton Marina: Total revenues to date are \$728,837, 101.7% of the budgeted amount, compared to the prior year amount of \$713,396, which was 112.4% of the budgeted amount. There is \$21,683 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$427,896, 111.3% of the budgeted amount, compared to the prior year amount of \$421,295, which was 119.8% of the budgeted amount. There is \$1,417 in moorage receivables outstanding.

Of the total outstanding receivables:

- \$7,046 (30.5%) is current,
- \$4,995 (21.6%) is 30-60 days past due,
- \$1,302 (5.6%) is 60-90 days past due and
- \$9,757 (42.3%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$205,019 and \$101,572, and \$2,348,148 and \$1,462,660 year to date for in-city and out-city respectively and

totals \$3,810,808 and is 93.3% of the budget. Last year at this time, year to date fees were \$2,190,534 and \$1,332,061, for in-city and out-city, respectively and totaled \$3,522,595.

Sewer Fund: Utility fees charged this month are \$239,073 and \$2,484,345 year to date, which is 92.2% of the budget. Last year at this time, year to date fees were \$2,345,215. Shoreline Sanitary fees year to date are \$129,153. Total revenues year to date are \$2,852,277 compared to \$2,534,153 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$47,799 and \$496,779 year to date and is 92.2% of the budget. Last year to date revenues were \$468,902 which was 95.9% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$92,901 and \$19,253, and \$991,017 and \$210,874, year to date, and are 81.3% and 93% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$30,998 and is 221.4% of the budget. Last year to date revenue was \$12,439, which was 95.7% of the budget.

Financial data as of May, 2023

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,031,136	1,885,860	1,100,000	171.44	
Plus: Revenues	349,321	4,710,074	5,691,876	82.75	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	11,807	141,875	188,871	75.12	
Admin/Comm/Fin(ACF)	63,620	1,086,147	1,385,311	78.40	
Planning	21,578	260,756	439,126	59.38	
Police	130,458	1,718,943	2,189,639	78.50	
Fire	73,610	827,167	1,034,854	79.93	
Parks	8,071	92,406	160,746	57.49	
Transfers	99,135	496,462	891,451	55.69	
Total Expenditures	408,279	4,623,756	6,289,998	73.51	
Ending Fund Balance	1,972,178	1,972,178	501,878	392.96	

	WBL				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	114,674	68,931	59,000	116.83	
Plus: Revenues	866	87,107	61,350	141.98	
Less: Expenditures	477	40,975	66,307	61.80	
Ending Fund Balance	115,063	115,063	54,043	212.91	

	Building Department				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	601,601	736,201	640,000	115.03	
Plus: Revenues	17,093	248,262	309,088	80.32	
Less: Expenditures	28,954	394,723	455,954	86.57	
Ending Fund Balance	589,740	589,740	493,134	119.59	

	State Tax Street				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	2,922,773	2,778,651	2,100,000	132.32	
Plus: Revenues	206,344	1,284,850	2,738,420	46.92	
Less: Expenditures	29,374	963,758	4,739,670	20.33	
Ending Fund Balance	3,099,743	3,099,743	98,750	3,138.98	

	Warrenton Marina				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	422,583	323,922	300,000	107.97	
Plus: Revenues	17,383	728,837	716,879	101.67	
Less: Expenditures	49,697	662,490	818,225	80.97	
Ending Fund Balance	390,269	390,269	198,654	196.46	

Financial data as of May 2023, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	342,230	206,211	290,000	71.11	1,271,794	1,878,545	2,000,000	93.93
Plus: Revenues	8,622	427,896	384,552	111.27	343,332	4,096,936	6,708,062	61.07
Less: Expenditures	26,822	310,077	534,261	58.04	235,345	4,595,700	7,747,678	59.32
Ending Fund Balance	<u>324,030</u>	<u>324,030</u>	<u>140,291</u>	<u>230.97</u>	<u>1,379,781</u>	<u>1,379,781</u>	<u>960,384</u>	<u>143.67</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,249,761	2,978,750	2,700,000	110.32	1,973,777	1,661,698	1,500,000	110.78
Plus: Revenues	283,279	2,852,277	2,904,261	98.21	54,900	544,137	844,912	64.40
Less: Expenditures	170,426	2,468,413	4,748,317	51.99	16,702	193,860	1,947,361	9.96
Ending Fund Balance	<u>3,362,614</u>	<u>3,362,614</u>	<u>855,944</u>	<u>392.85</u>	<u>2,011,975</u>	<u>2,011,975</u>	<u>397,551</u>	<u>506.09</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	584,382	504,966	445,000	113.48	38,677	21,718	18,500	117.39
Plus: Revenues	115,050	1,226,841	1,449,344	84.65	1,824	41,887	18,800	222.80
Less: Expenditures	148,950	1,181,325	1,633,871	72.30	1,277	24,381	29,096	83.80
Ending Fund Balance	<u>550,482</u>	<u>550,482</u>	<u>260,473</u>	<u>211.34</u>	<u>39,224</u>	<u>39,224</u>	<u>8,204</u>	<u>478.11</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	229,261	162,397	160,000	101.50	8,367	9,011	12,184	73.96
Plus: Revenues	4,782	273,377	254,179	107.55	190,811	977,212	6,141,636	15.91
Less: Expenditures	17,161	218,892	303,013	72.24	190,880	977,925	6,153,820	15.89
Ending Fund Balance	<u>216,882</u>	<u>216,882</u>	<u>111,166</u>	<u>195.10</u>	<u>8,298</u>	<u>8,298</u>	<u>-</u>	<u>-</u>

Financial data as of May 2023, continued

(\$ Cash Balances as of May 31, 2023)

General Fund	2,324,565	Warrenton Marina	387,136	Storm Sewer	1,961,079
WBL	115,178	Hammond Marina	334,062	Sanitation Fund	497,494
Building Department	594,664	Water Fund	1,151,530	Community Center	41,050
State Tax Street	3,228,666	Sewer Fund	3,131,032	Library	217,583

Warrenton Urban Renewal Agency

Capital Projects	234,832
Debt Service	2,533,360

General Fund Revenues	Collection Frequency	2022-2023 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				May 2023	May 2022	
Property taxes-current	AP	1,229,211	103.42	1,271,231	1,195,018	(42,020)
Property taxes-prior	AP	30,000	109.40	32,821	18,913	(2,821)
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	612,000	89.24	546,165	507,100	65,835
COW - franchise fees	M	330,319	87.71	289,709	273,991	40,610
Transient room tax	Q	622,492	73.20	455,635	460,925	166,857
Liquor licenses	A	575	117.39	675	575	(100)
State revenue sharing	MQ	195,819	82.93	162,384	144,139	33,435
Municipal court	M	128,700	59.83	76,995	98,429	51,705
Planning Fees	I	110,500	38.25	42,270	80,901	68,230
Police charges	I	18,000	137.23	24,701	24,202	(6,701)
Fire charges	SM, I	112,329	106.41	119,534	134,879	(7,205)
Park charges	I	-	0.00	1,195	795	-
Housing rehab loan payments	I	-	0.00	9,032	-	-
Miscellaneous	I	3,000	551.57	16,547	15,467	(13,547)
Interest	M	8,000	954.63	76,370	9,010	(68,370)
Lease receipts	M	220,002	100.73	221,603	208,145	(1,601)
Proceeds from sale of assets	I	-	0.00	1	98,311	(1)
Grants	I	-	0.00	-	-	-
Sub-total		3,620,947	92.43	3,346,868	3,270,800	274,079
Transfers from other funds	I	685,618	0.00	277,059	-	408,559
Overhead	M	1,385,311	78.40	1,086,147	1,094,899	299,164
Total revenues		5,691,876	82.75	4,710,074	4,365,699	981,802

- M - monthly
- Q - quarterly
- SM - Semi-annual in January then monthly
- AP - As paid by taxpayer beginning in November
- MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly
- S - semi-annual
- I - intermittently
- MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing
- 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, 2023. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



Clatsop County
Clerk and Elections

820 Exchange St., Suite 220, Astoria, OR 97103
 (503) 325-8511 phone / (503) 325-9307 fax
 Website: www.co.clatsop.or.us
 Email: clerk@co.clatsop.or.us

June 21, 2023

City of Warrenton
 Attn: Dawne Shaw
 PO Box 250
 Warrenton, OR 97146

Enclosed you will find a copy of the Abstract of Votes for **City of Warrenton** relating to the Regular District Election held on **May 16, 2023**.

In accordance with ORS 255.295, please canvass the votes and notify the Clatsop County Clerk & Elections Department within forty (40) days of receipt by signing and returning this letter to:

Tracie Krevanko, County Clerk
 Clatsop County Election Office
 820 Exchange Street, Suite 220
 Astoria, OR 97103

I appreciate your prompt reply.

With regards,

Tracie Krevanko, CERA, CEA
 Clatsop County Clerk



This is to verify receipt of the Abstract of Votes from Clatsop County Clerk & Elections. I have canvassed the votes for **City of Warrenton**, relating to the **May 16, 2023 Regular District Election**.

It has been determined those persons having received the highest number of votes are qualified to hold the office, and any exceptions are noted below.

 Authorizing Signature

 Date

STATISTICS

	TOTAL
Registered Voters - Total	30,864
Ballots Cast - Total	9,923
Ballots Cast - Blank	6
Voter Turnout - Total	32.15%



I certify the votes recorded on this canvass correctly summarizes the tally of votes cast for the May 16, 2023 Regular Election.

06/08/2023

Tracie Krevanko, County Clerk

Date

Measure 4-222 City of Warrenton - Renewal LOL Library

Vote For 1

	TOTAL
Yes	908
No	309
Total Votes Cast	1,217
Overvotes	0
Undervotes	19

112 - Warrenton East

Statistics	TOTAL
Registered Voters - Total	1,264
Ballots Cast - Total	271
Ballots Cast - Blank	0
Voter Turnout - Total	21.44%

Measure 4-222 City of Warrenton - Renewal LOL Library
Vote For 1

	TOTAL
Yes	223
No	44
Total Votes Cast	267
Overvotes	0
Undervotes	4



I certify the votes recorded on this canvass correctly summarizes the tally of votes cast for the May 16, 2023 Regular Election.

Tracie Krevanko

06/08/2023

Tracie Krevanko, County Clerk

Date

113 - Warrenton West

Statistics	TOTAL
Registered Voters - Total	3,151
Ballots Cast - Total	965
Ballots Cast - Blank	0
Voter Turnout - Total	30.63%

Measure 4-222 City of Warrenton - Renewal LOL Library

Vote For 1

	TOTAL
Yes	685
No	265
Total Votes Cast	950
Overvotes	0
Undervotes	15

INSTALLATION AND WATER PROVISION AGREEMENT

Between

The City of Warrenton, Oregon

and

[HTA Properties, LLC]

This Installation and Water Provision Agreement (“Agreement”) is made and entered into as of July __, 2023 (the “Effective Date”) by and between the City of Warrenton, an Oregon municipal corporation (the “City”), and HTA Properties, LLC, an Oregon Limited Liability Company (the “Developer”). The City and the Developer may be referred to jointly in this Agreement as the “Parties” and each individually as a “Party.”

RECITALS

Developer owns certain real property which is more particularly identified in Exhibit A (the “Property”) and generally illustrated in Exhibit B.

Clatsop County previously conditionally approved development of the Property into [as many as 27 lots zoned for single-family dwelling units ..

In connection with such development, Developer desires to install the necessary facilities to convey water to the Property and to ensure the provision of potable water to each currently anticipated future dwelling unit on the Property.

City is willing to provide such potable water to the Property from its surplus water supply in accordance with and subject to Warrenton Development Code (Title 16) and Warrenton Municipal Code Chapter 13.04, the terms and conditions of this Agreement, and certain user agreements executed between the City and future owners and/or residents of dwelling units within the Property.

NOW, THEREFORE, for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Water Facilities Installation.

- 1.1. In accordance with any and all timelines and other requirements provided in Clatsop County’s land use approval of no more than 27 lots zoned for single-family dwelling units on the Property (as further amended or supplemented from time to time, the “Approval”) Developer shall purchase, transport and deliver to the Property, construct, and install, or cause to be purchased, transported and delivered, constructed, and installed, all facilities necessary to transport water from current City facilities to the Property and to each lot on the Property as described in the Plans (collectively, the “Work”) in accordance with the engineering specifications identified in <https://www.ci.warrenton.or.us/publicworks/page/engineering-specifications-design-guide> and

https://www.ci.warrenton.or.us/sites/default/files/fileattachments/public_works/page/234/engineering_design_standards_april_2020_approved.pdf, except that, notwithstanding said specifications, said facilities shall be constructed using HDPE pipes, related appurtenances, and fittings meeting such specifications as may be established by City, in its sole discretion, upon reviewing and approving the final Plans (collectively, the “Engineering Specifications”), and all other applicable city, county, state, and federal standards and requirements. As of the Effective Date, Developer has shared the plans attached as Exhibit B (the “Plans”) with City and the Parties understand and agree that such Plans remain subject to City’s review and approval. Upon City’s review, amendment (if the City determines, in its sole discretion, that amendment of the Plans is necessary), and approval of the Plans, such approved final Plans shall be attached to this Agreement as Exhibit C and shall be deemed incorporated into this Agreement. All Work contemplated under this Section shall be completed in accordance with the reviewed, amended (if necessary), and City approved final Plans.

- 1.2. Upon completion of the Work, Developer shall immediately notify City in writing of such completion. As soon as reasonably practical after receiving such notice of completion, City shall enter the Property and inspect the Work for nonconformities to the final Plans and the Engineering Specifications and any other defects in the Work and, in the City’s sole discretion, shall either accept or reject such Work via written notice. If City rejects the Work, City shall provide a written explanation to Developer of the rejection and Developer shall promptly repair or replace all identified deficiencies. The Parties shall repeat the process described in this Section 1.2 until the City accepts all Work. Upon acceptance of the Work, all right, title to, and interest in the Work shall pass from Developer to City.
2. Water Facilities Warranty. Commencing on the date upon which the City accepts the Work and continuing for five (5) years thereafter, Developer warrants that the Work (1) is completed in accordance with the final Plans, the Engineering Specifications, and all other applicable city, county, state, and federal standards and requirements, (2) complies with all applicable laws, and (3) shall be free from material defects in design or workmanship (the “Warranty”). Upon breach of this Warranty, the Developer will, upon written notice from City of a valid Warranty Claim, at Developer’s sole option, either repair or replace any facilities not conforming to the Warranty. All costs for the repair, removal, replacement, and reinstallation of all such facilities, costs necessary to gain access to nonconforming Work, and any other costs relating to corrective or remedial action shall be borne by the Developer.
3. Maintenance bond requirement. Developer agrees to execute a maintenance bond or other security acceptable to City in a form approved by the City, in the sum of 25 percent of the cost of the Work, as determined by the City, to guarantee the quality of workmanship and materials used to complete the Work and the Developer’s Warranty obligations, for a period of five (5) years after written acceptance of the Work by the City.
4. Water Provision. Following City’s approval of the Work, City agrees to provide potable water from City’s municipal water supply to the Property in accordance with and subject to the terms of this Agreement, Warrenton Development Code (Title 16) and Warrenton

Municipal Code Chapter 13.04, the Approval, and individual user agreements between the City and future owners and/or residents of dwelling units within the Property, the terms and conditions of which (including but not limited to water supply levels, curtailment and termination rights, and water rates) shall be in the City's sole discretion. Without limiting the foregoing, the Parties acknowledge that the City in future may implement an analysis of water rates (including a review of excessive water usage) and that future rates are subject to change at any time as a result of this analysis or for any other reason in City's sole discretion. In addition, the Parties understand and agree that the City's obligations under this Section are conditioned on a development of no more than 27 dwelling units on the Property through Phase three, and that the provision of water to any additional dwelling units beyond such contemplated dwelling units shall be in City's sole discretion.

5. Special Districts. If a domestic water supply district is formed in accordance with ORS 264 and the boundaries of such special district encompass any portion of the Property, then the City reserves the right, in its sole discretion, to cease providing water to said portions of the Property.
6. Surplus Water. Developer understands and agrees that, pursuant to Warrenton Municipal Code section 13.04.090.D and this contract, City is agreeing to provide water to areas outside the City limits from the City's surplus water supply, and that City anticipates that City's surplus water supply will be exhausted upon full build-out of the Property through Phase three. As such, Developer understands and agrees that City does not anticipate being able to provide water to any additional areas outside the City limits, and that any decision to do so or not is in City's sole discretion.
7. Compliance with all Laws. In carrying out this Agreement, the Developer shall follow and comply with all applicable local, state, and federal laws, including any requirement that state or federal law may place on the Developer to pay prevailing wages for installation and maintenance of the facilities described in this Agreement.
8. Property Access. Developer shall provide City with unrestricted access to the Property to allow City to complete any and all necessary inspections under Section 1. Prior to or immediately upon acceptance of the Work by the City, Developer shall execute and grant any easements, rights of way, or other rights of access necessary to allow City to enter the Property, inspect the Work, and maintain and/or replace the Work, in City's sole discretion.
9. Representations and Warranties.
 - 9.1. As of the Effective Date, Developer represents and warrants to the following:
 - 9.1.1. Developer and its signatories have the full right, power, legal capacity and authority to enter into and perform its obligations hereunder and that no other approval or consents of any other persons are necessary in connection therewith.
 - 9.1.2. Developer is not involved in any current or contemplated disputes or litigation which would impact the terms or obligations of this Agreement.

9.1.3. Developer is not insolvent, unable to pay its debts as they mature, otherwise filed for or instituted bankruptcy, reorganization, liquidation or receivership proceedings, or assigned a substantial portion of its assets for the benefit of creditors.

9.2. As of the Effective Date, City represents and warrants that City and its signatories have the full right, power, legal capacity and authority to enter into and perform its obligations hereunder and that no other approval or consents of any other persons are necessary in connection therewith.

10. Termination.

10.1. Termination for Cause. If a Party is in material default under this Agreement, then the non-breaching Party may terminate this Agreement after providing the notice and opportunity to cure described in Section 10.4, by providing written notice of termination, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice. Either Party may terminate this Agreement by written notice to the other Party, such termination to be effective immediately upon the effective date of such notice or at such later date as specified in such notice, if any federal or state laws, regulations, or guidelines are modified or interpreted in such a way that the work under this Agreement is prohibited.

10.2. Automatic Termination. If (1) the Approval expires without Developer's completion of the contemplated project on the Property; (2) Developer for any other reason is unable to record a final plat creating the lots described in the Recitals and Section 1.1 and the Approval; or (3) Developer violates any portion of Section 9.1, then this Agreement shall automatically terminate unless Developer is able to cure as contemplated in Section 11.3.

10.3. Any Other Termination. Notwithstanding Subsections 10.1 and 10.2, this Agreement may be terminated by mutual written consent of both Parties.

10.4. Breach. In the event of a breach by either Party, the non-breaching Party retains all available legal and equitable remedies to enforce this Agreement. Notwithstanding the foregoing, in no event will either Party be liable or responsible to the other Party for any type of incidental, punitive, indirect, or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, or loss of business reputation, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

10.5. Effect of Termination. In the event of termination, the obligations and rights of the Parties hereto shall cease, provided that termination of this Agreement shall not relieve the Parties of any obligation or breach of this Agreement accruing prior to such termination.

11. General Terms.

11.1. Recitals. The recitals of and exhibits to this Agreement are material terms of the Agreement and are binding upon the Parties.

11.2. Time of the Essence. Time is of the essence in the performance of the Agreement.

11.3. Default. A Party shall be deemed to be in default if it fails to comply with any provisions of this Agreement. Any Party shall provide any other Party with written notice of default and allow thirty (30) days within which to cure the defect. If, given the facts of any specific default, thirty days is not a realistic period of time within which to cure a default, a defaulting Party who through action has demonstrated an intent to cure the default will be allowed a reasonable period to cure the defect.

11.4. Insurance. Developer will maintain from the Effective Date and until the completion of the Warranty term, the following minimum levels of insurance:

11.4.1. Workers' compensation coverage as required by law.

11.4.2. Employer's liability with limits of not less than of not less than \$2 million per occurrence.

11.4.3. Comprehensive general liability for damages as a result of death or bodily injury to any persons or destruction or damage to any property with limits of not less than \$2 million per occurrence including completed operations.

11.4.4. Comprehensive automobile liability insurance for at least \$2 million per occurrence.

11.4.5. Errors and omissions insurance with limits of not less than \$2 million.

Developer will require that any subcontractors engaged or employed by Developer carry and maintain insurance as listed above with the same limits and coverage requirements.

11.5. Indemnification. Developer agrees to indemnify and hold harmless City, its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death or damage to property on account of or arising out of services performed, the omissions of services, or in any way resulting from the negligent or wrongful acts or omissions of the Developer and its officers, employees and agents under this Agreement. In addition, Developer shall be solely responsible for any contract claims, delay damages or similar items arising from or caused by the action or inaction of Developer under this Agreement.

11.6. Release and Waiver. As of the Effective Date, Developer and City hereby release, acquit and forever discharge, settle, and waive any and all claims, causes of action, lawsuits, and/or demands against one another and each's respective officers, agents, employees, and permitted assigns in connection with any acts or omissions that have occurred, whether known or unknown, as of the Effective Date.

11.7. Notices. Any notice required under this Agreement will be deemed properly given if directed by prepaid mail, certified return receipt requested, after three (3) days following such deposit; or if delivered in hand to the parties at the address as specified below, upon such delivery. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice, given to the other Party in accordance with this Section 10.6):

If to City: City of Warrenton
PO BOX 250
Warrenton OR 97146

If to Developer: HTA Properties, LLC
P.O. Box 2321
Attention: Mr. Harry Henke

- 11.8. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings and representations pertaining to the subject matter hereof. No change, amendment or modification of any provisions of the Agreement shall be valid unless set forth in a written instrument signed by authorized representatives of each of the Parties.
- 11.9. Dispute Resolution. The Parties shall attempt to informally resolve any dispute concerning any party's performance or decisions under this Agreement, or regarding the terms, conditions or meaning of this Agreement. A neutral third party may be used if the Parties agree to facilitate these negotiations. In the event of an impasse in the resolution of any dispute, the issue shall be submitted to the governing bodies of both Parties for a recommendation (such recommendation including, but not limited to, litigation) or resolution.
- 11.10. Applicable Law; Remedies. This Agreement is subject to and shall be construed under the laws of the State of Oregon. Subject to Sections 9, 10.3 and 10.8, any Party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation of this Agreement. All legal actions shall be initiated in Clatsop County Circuit Court. The Parties, by signature of their authorized representatives below, consent to the personal jurisdiction of that court.
- 11.11. Force Majeure. Performance by either Party shall not be in default where (1) delay or default (other than the payment of moneys due) is due to an event which was unforeseeable and is outside of such claiming Party's reasonable control, (2) the claiming Party promptly provides the other Party with written notice of such excused events and the circumstances surrounding such event and (3) the claiming Party resumes performance as soon as reasonably practical. Such events include war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, governmental restrictions imposed or mandated by governmental entities other than the Parties, enactment of conflicting state or federal laws or regulations, and new or supplementary environmental regulation.

- 11.12. Legal Compliance; Severability. Nothing contained herein shall be construed to require the commission of any act contrary to law, and wherever there is any conflict between any provisions contained herein and any present or future statute, law, ordinance, or regulation contrary to which the Parties have no legal right to contract, the latter shall prevail. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of the Agreement will not be affected or impaired in any way.
- 11.13. Successors and Assigns; Assignment. This Agreement is for the benefit of the Parties only, including their heirs, successors and permitted assigns. The Agreement shall be binding on the Parties' permitted successors and assignees. The Agreement and all rights and obligations of Developer hereunder may not be transferred or assigned by Developer at any time without the City's written consent, such consent not to be unreasonably withheld or delayed.
- 11.14. Nonwaiver. Failure by either Party at any time to require performance by the other Party of any of the provisions hereof shall in no way affect the Party's rights hereunder to enforce the same, nor shall any waiver by the Party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this no waiver clause.
- 11.15. Counterparts. This Agreement may be executed in any number of counterparts and by different Parties hereto on separate counterparts, and each counterpart, when so executed and delivered, shall be deemed to be an original and all of the counterparts, taken together, shall constitute but one and the same agreement. A Party's properly executed and authorized signature may be given in .pdf format and transmitted by email and upon receipt by the other Party shall constitute an original signature.
- 11.16. Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the expiration or termination of this Agreement.

[remainder of this page is intentionally left blank]

Dune Estates Phase 3 Developer Agreement

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CITY OF WARRENTON (“CITY”)

**[HTA PROPERTIES, LLC]
 (“DEVELOPER”)**

By: _____
 (Signature)

By: _____
 (Signature)

Printed Name: _____

Printed Name: Harry Henke, IV

Title: _____

Title: Manager _____

Dune Estates Phase 3 Developer Agreement

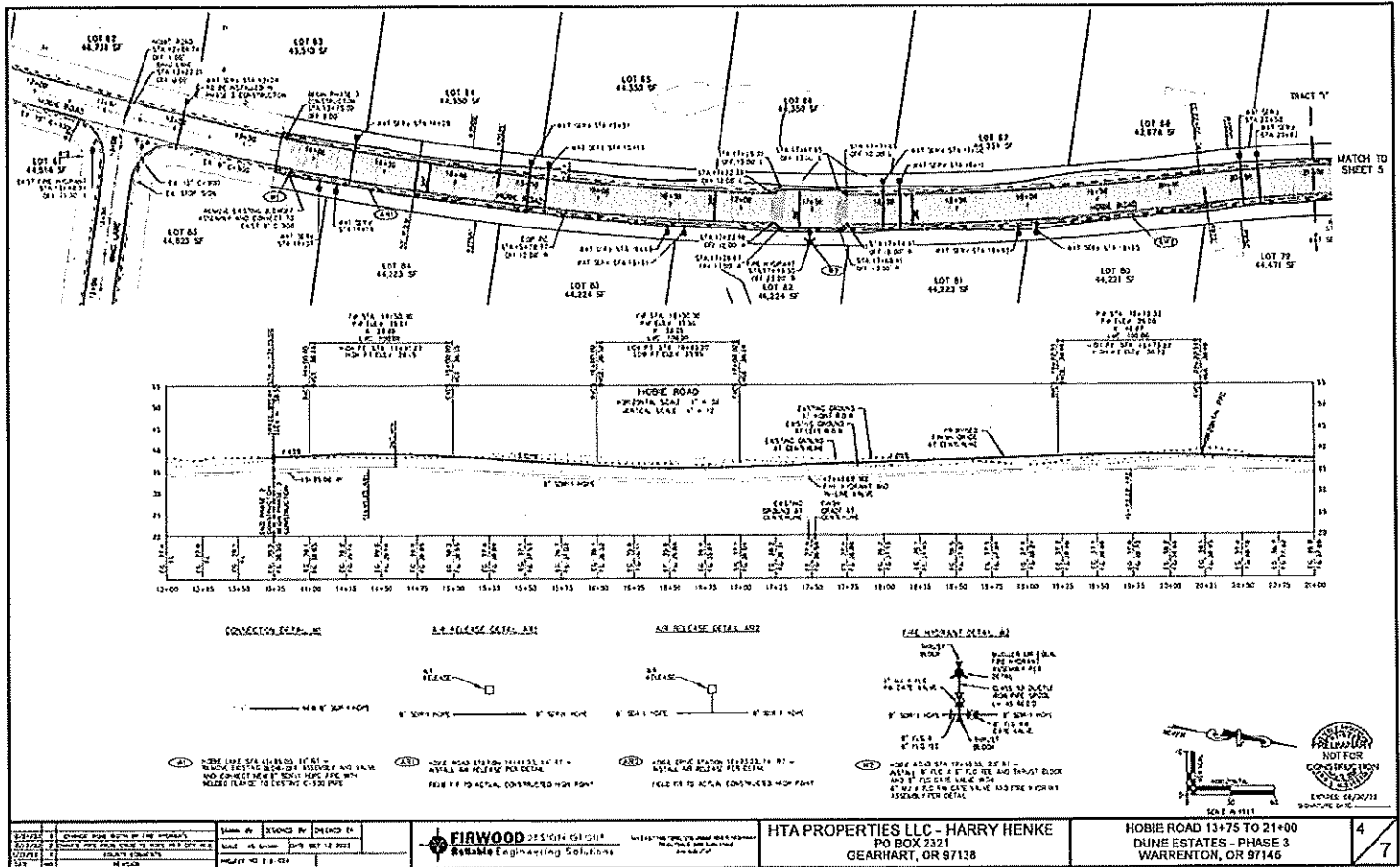
EXHIBIT A
Property Legal Description

Will be inserted upon Clatsop County approval and recording of final plat

Dune Estates Phase 3 Developer Agreement

EXHIBIT B

Dune Estates – Phase 3 Road and Waterline Plans



DATE	DESCRIPTION
08/14/11	ISSUED FOR PERMITS
08/14/11	ISSUED FOR CONSTRUCTION
08/14/11	ISSUED FOR RECORD

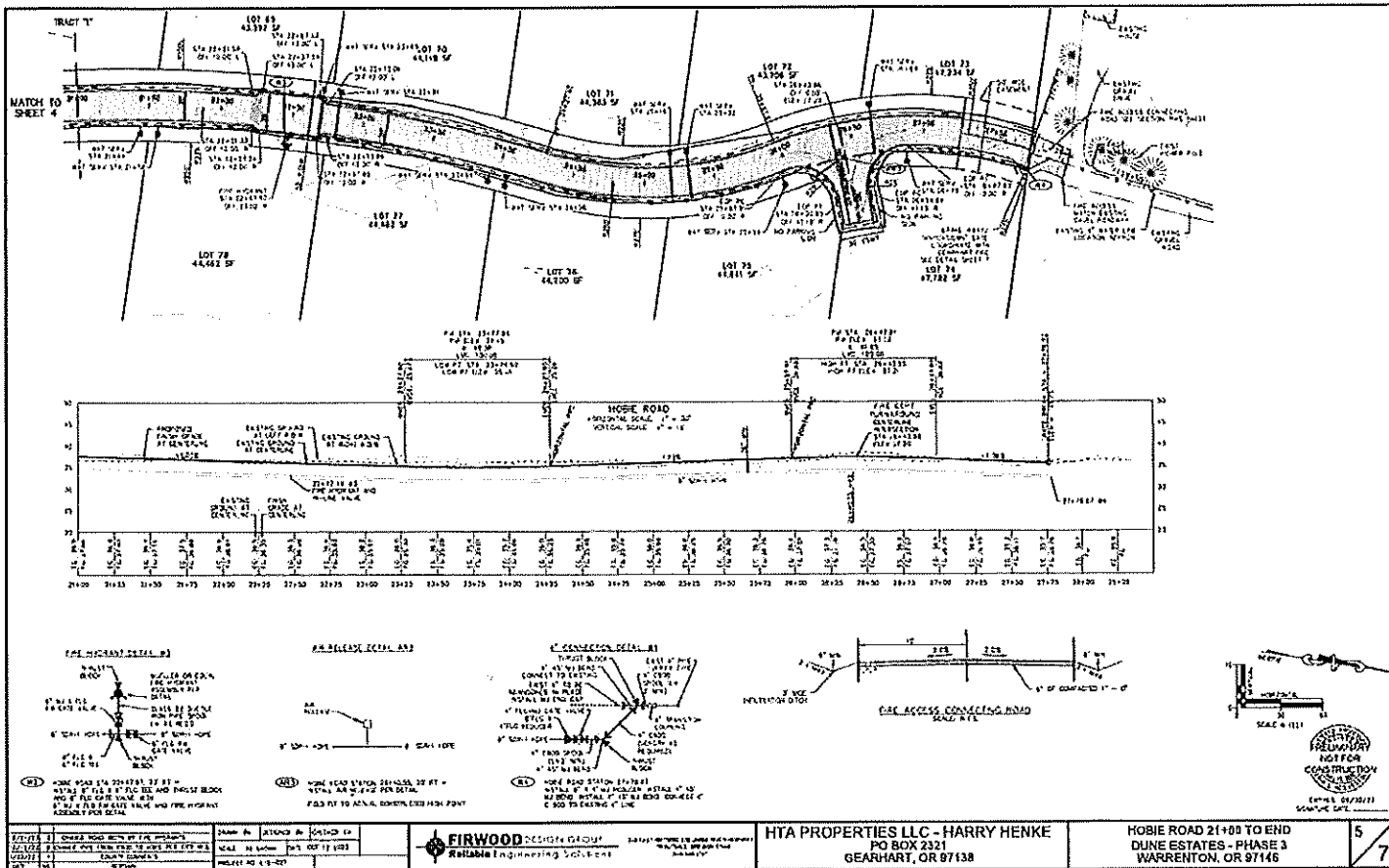
DATE	BY	REVISION
08/14/11	HTA	ISSUED FOR PERMITS
08/14/11	HTA	ISSUED FOR CONSTRUCTION
08/14/11	HTA	ISSUED FOR RECORD

FIRWOOD DESIGN GROUP
 ENGINEERING SOLUTIONS
 10000 SW 10TH AVE, SUITE 100
 BEAVERTON, OR 97005
 (503) 638-1111

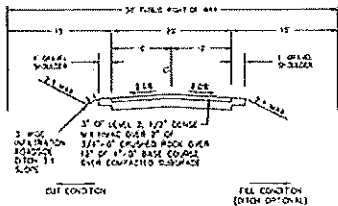
HTA PROPERTIES LLC - HARRY HENKE
 PO BOX 2321
 GEARHART, OR 97138

HOBIE ROAD 13+75 TO 21+00
 DUNE ESTATES - PHASE 3
 WARRENTON, OR 97146

4
7

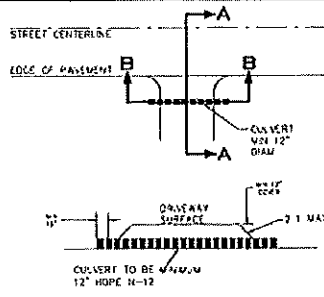


<p>DATE: 11/17/11 DRAWN BY: J. HENKE CHECKED BY: J. HENKE PROJECT NO: 11-001</p>	<p>DATE: 11/17/11 DRAWN BY: J. HENKE CHECKED BY: J. HENKE PROJECT NO: 11-001</p>	<p>FIRWOOD DESIGN GROUP Reliable Engineering Solutions</p>	<p>HTA PROPERTIES LLC - HARRY HENKE PO BOX 2321 GEARHART, OR 97138</p> <p>HOBIE ROAD 21+00 TO END DUNE ESTATES - PHASE 3 WARRENTON, OR 97146</p> <p>5 7</p>
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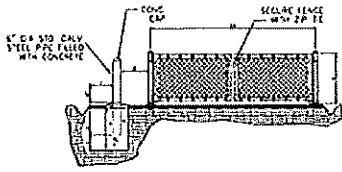
NEW ROAD TYPICAL SECTION A-22
NTS

CLATSOP COUNTY ROAD DEPARTMENT TO INSPECT SUB-BASE, ROCK BASE AND PAVING SEE NOTES ON SHEET 2 OF THESE PLANS

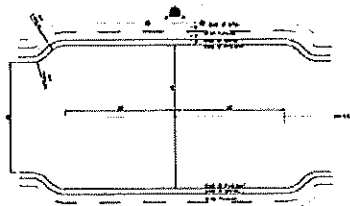


DRIVEWAY CULVERT INSTALLATION
NTS

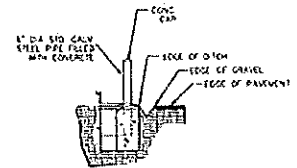
DRIVEWAY CULVERTS TO BE INSTALLED BY BUILDERS WITH CONSTRUCTION OF INDIVIDUAL LOT DRIVEWAYS IF NEEDED



BREAKAWAY FENCE DETAIL
NTS



ROAD WIDENING DETAIL
NTS



BOLLARD DETAIL
NTS



DRAWN BY: J. HENKE CHECKED BY: J. HENKE DATE: 10/15/14	PROJECT NO: 14-011	FIRWOOD Reliable Engineering Solutions	HTA PROPERTIES LLC - HARRY HENKE PO BOX 2121 GEARHART, OR 97138	ROADWAY DETAILS DUNE ESTATES - PHASE 3 WARRENTON, OR 97146	7 7
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AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: City Manager, Esther Moberg
 DATE: 7/11/2023
 SUBJ: SUW events budget request

SUMMARY

Spruce up Warrenton is requesting \$20,000 to run events for the City of Warrenton in fiscal year 2023-2024. As a reminder, in fiscal year 2023-2024, you had two other requests by non-profits) (Two days paid for of the community center for Thanksgiving hosted by the VFW, \$898 and two days paid for of the community center for the Deep Sea Fisherman's fund \$898). This year's budget allocated for community events is a total of \$21,000.

RECOMMENDATION/SUGGESTED MOTION

I make a motion to approve \$_____ for Spruce Up Warrenton events that are held to benefit the Warrenton community.

ALTERNATIVE

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

FISCAL IMPACT

\$ total amount budgeted/allocated to SUW

Approved by City Manager: _____

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

2023/2024 SUW Events Budget Request For The City

4th of July - \$1100

Sweet Septic \$800

Awards \$100

Advertising \$200

Regatta - \$2400

Sweet Septic \$500

Advertising \$500

Park Fees \$140

Food/drink \$600

Table/chair rental \$200

Movie \$460

Fall Festival 2023 - \$8300

U-Haul \$500

Sweet Septic \$800

Pumpkins \$1900

Prizes \$3000

Park Fees \$200

Advertising \$500

Petting zoo/tent \$200

Candy \$800

Table/chair rental \$200

Decorations \$100

Incidentals \$100

Winter Wonderland-\$5000

Commercial lights and decorations for Hammond

Easter 2024 -\$1400

Park fees \$115

Candy \$800

Prizes \$200

Advertising \$200

Incidentals \$85

Storage \$1800

=\$20000



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Don Beck, Acting Harbormaster
 DATE: July 11, 2023
 SUBJ: Second Reading of Resolution 2645 Increasing Monthly and Daily Moorage Rates

SUMMARY

The City of Warrenton Marinas would like to adopt and increase Moorage Rates for Monthly and Daily users. The monthly and daily rates have not kept up with the contributions made by annual moorage holders. The cost of maintaining a slip provided to a monthly or daily transient moorage user requires equal staff time.

RECOMMENDATION/ SUGGESTED MOTION

Staff recommends the following motion;

“I move to adopt Resolution No. 2645; Adopting and setting New Rates for Monthly and Daily Moorage; Establishing July 17, 2023 as the effective date; and repealing all resolutions in conflict.”

ALTERNATIVE

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

FISCAL IMPACT

Additional moorage revenues.

Approved by City Manager: _____

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

RESOLUTION 2645

Introduced by All Commissioners

AMENDING MARINA RATES AND FEES, AND REPEALING RESOLUTION NO. 2596

WHEREAS, The Warrenton and Hammond Marinas require an adjustment in user rates to meet City of Warrenton Marina expenses; and

WHEREAS, the City of Warrenton Marina Department is an enterprise fund and revenues must pay expenses; and

NOW THEREFORE, The Warrenton City Commission of the City of Warrenton does hereby adopt the following:

SECTION 1. SETTING RATES:

The Warrenton City Commission hereby adopts the following fees and rates for all users of the Warrenton and Hammond Municipal Boat Basins. The charges, which shall be paid by all users of the municipal basins, will be assessed according to the measurement of the overall length of the vessel. The Length Over All (LOA) includes across deck, bow to stern, including outdrives, outboards, bowsprits, fish boxes and swim platforms; anchors are not included. All vessels will be charged at the rate provided by City resolutions. Annual Moorage shall run from July 1st to June 30th of each year.

- A. YEARLY RATES shall be \$42. Per foot based on OAL or slip size whichever is greater with the exception of Commercial - The term commercial vessel is defined by the United States Coast Guard as any vessel (i.e. boat or ship) engaged in commercial trade or that carries passengers for hire. This would exclude pleasure craft that do not carry passengers for hire. - shall be \$45. Per foot due to the additional wear and tear of the marina facilities. All annual moorage holders shall be required to have proof of ownership, current registration or documentation and provide proof of liability insurance in the amount of \$300,000 with the City of Warrenton listed as additionally insured.
- B. THESE ABOVE RATES will be raises \$2 Per year thereafter for a period of 3 years beginning in 2022 and ending in 2025
- C. ANNUAL AND DAILY FACILIY USE FEE – Includes Water, Garbage and Oil Dump charges. Annually \$200.Commercial; \$100. Recreational; Monthly Rate Commercial \$150 Recreational \$75; Daily Commercial \$10. Recreational \$5.

D. TRANSIENT MOORAGE rates shall be charged as follows:

Recreational Daily Moorage Rate

0 – 29'	\$25.00.
30 – 39'	\$30.00
40 – 49'	\$35.00
50 – 59'	\$40.00
60 – 69'	\$45.00
70 – 79'	\$50.00
80 – 89'	\$55.00
90 – 99'	\$60.00

Commercial Daily Moorage Rate

0 – 29'	\$35.00
30 – 39'	\$40.00
40 – 49'	\$45.00
50 – 59'	\$50.00
60 – 69'	\$60.00
70 – 79'	\$70.00
80 – 89'	\$80.00
90 – 99'	\$90.00

Recreational Monthly Rate

Warrenton		Hammond	
0 – 24'	\$475.00	0 – 24'	\$525.00
25 – 39'	\$525.00	25 – 39'	\$625.00
40'+	\$625.00	40'+	\$750.00

Monthly Moorage for commercial vessels will be 1/2 of the annual rate.

Additional charges may apply to the above transient rates such as parking and electric fees.

- E. ELECTRICITY CHARGES for annual tenants will be based on the rates established by the PUC plus a \$15. Per month maintenance and read fee. Monthly and Daily charges will be included in the Facility Fee.
- F. Unauthorized Moorage Fee – Includes Failure to Register \$300.00
- G. Key Replacement Fee – Includes Restrooms>Showers, Docks and Oil Dump \$75.00
- H. UNAUTHORIZED MOORAGE – Will be referred to WPD with possible result in Theft of Service Charge.

SECTION 2.LIVEABOARD FEES

A. LIVE ABOARD FEE of \$65 Per month will be imposed for each individual living aboard a vessel to help offset extra costs incurred from living aboard. Live aboard spaces are available to only current This fee shall also apply to commercial vessels with crew onboard for a period over 10 days per month. This fee shall be charged to the owner of the vessel. The Live aboard Fee shall include the Facility Fee.

B. UNAUTHORIZED LIVEABOARD - Shall be charge \$200.00. Per day per person. These charges will be the responsibility of the owner of the vessel allowing unauthorized persons staying on their vessel. Failure to remove individual residing on vessels will result in cancellation of moorage.

SECTION 3.LAUNCH RAMPS

A LAUNCH RAMP fee of \$10.00 will be charged at both the Warrenton and Hammond launch ramps for all vessels using the facilities. Such fee will include load/unloading crab posts, nets, etc. Annual permits shall be available for the fee of \$150 per recreational vessels and \$250 for commercial vessels. The permit shall be for the period July 1st – June 30th of each year. It is understood that such permit holders shall have no priority in the launching their boats.

A. LAUNCH CITATION FEE – If paid within 24 hours - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.

SECTION 4. HOIST CHARGES

A. Hoists are available at an hourly rate of \$100. Per hour, minimum one hour charge during regular operation hours. The hoist is available every day during the month. Weekend, meaning Saturday and Sunday, hoist appointments will be charged at double time. After hours emergency appointments will be charged at double time with a minimum 3 hour call out. Appointments must be made 24 hours in advance with the Harbormasters' office, as all hoists must be operated by a City hoist/crane operator. Hoist charges will begin at the time of scheduled appointment.

SECTION 5. SERVICE DOCK CHARGES

A. Main Face of the Pier \$200. Allows for use up to 24 hours maximum for transient vessels. Annual Commercials will not be charged for their first 24 hours of use. All vessels exceeding the 24 hour time limit will be assessed a \$100. Per day user fee.

- B. Work Slip \$100. Per day with up to 6 days of use. After 6 days of use the fee will be assessed at \$200. Per day. Work slip use is designed for use of welders, painting, vendors, use of private hoist or crane, equipment etc. This fee may be assessed whether at the City Pier or in a City leased slip.
- C. Net Loading on Pier – Round Trip \$50.00

SECTION 6. OVER THE PIER PRODUCT CHARGES

For every pound of seafood taken over the pier there will be a charge of \$.05. For every gallon of fuel taken over the pier the charge will be \$.02. These charges shall be billed directly to the buyer/fishery/fuel vendor or directly to the owner of the vessel. Fish tickets and fuel ticket shall be required from the fish buyer and fuel vendor for billing purposes.

SECTION 7. DRY STORAGE CHARGES

- A. Dry storage areas of 20'x20' spaces are available for \$95 per month limited to fishing related gear only and shall be contained wholly within the confines of the marked leased area.
- B. Vessels will be charged \$15 per day for use of the dry storage or park area for net repair.
- C. Boaters wishing to store boat trailers shall be billed at the rate of \$10. Per day or \$75 per month.

SECTION 8. PUMP OUT / CLEANUP/ REPAIR FEES

- A. The City of Warrenton will only pump vessels in emergency situations or when a vessel is in danger of sinking. The vessel's owner will be notified that said vessel requires immediate attention. Vessels requiring pump out will be charged \$75. Per hour per employee required. Call out and Holiday charges shall be at double time per employee with a minimum call out time of 3 hours.
- B. Any vessel or person leaving debris or unauthorized property on marina property shall be charged for the cleanup and or removal of debris or property at the rate of \$75/hour/employee required. This shall include pier, finger piers, oil dump and dumpsters if filled beyond capacity.
- C. Any damage to marina property due to negligence or neglect shall be charged at the rate of \$75/hour/employee plus any materials needed to repair to usable or like condition.
- D. Any Assistance or service provided to individual vessel not covered in routine maintenance \$75/hour/employee

- E. All above fees shall be the responsibility of the legal owner of the vessel whether present at the time of the incident or not.

SECTION 9. LATE PAYMENT CHARGES

- A. There shall be a minimum monthly late fee of \$10.00 or 1.5 % whichever is greater, shall be levied against all accounts which are not paid in full by the end of each month.
- B. If electrical accounts are not paid in full within 45 days of the billing the electric box shall be locked and your account must be paid in full – balance of \$0 – before the power will be turned back on. A \$30.00 charge will be assessed to reestablish power.
- C. There will be a \$35.00. fee for all checks returned NSF.

SECTION 10. PARKING FEES

- A. The City of Warrenton requires a fee for all vehicles using marina properties to park. All vehicles must be in running condition with current state registration. Parking areas are to be used for parking only. No long term storage shall be allowed in areas designated for parking. If long term parking, more than 30 days is required vehicle shall be move to Dry Storage and pay fees associated with the use of dry storage area.
- B. Fees are as follows:
 - Daily Parking - \$10.00 per vehicle
 - Monthly Parking - \$100 per vehicle
 - Monthly Parking with Boat Trailer - \$150. Per vehicle
- C. FAILURE TO PAY PARKING FEE (if paid within 48 hours) - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.
- D. Annual Moorage holders shall receive two parking passes per slip. Additional passes may be purchased at the annual parking rate of \$100.00.

SECTION 11. OVERNIGHT STAYS

- A. The City of Warrenton charges a fee of \$50.00/Night. Including transient room tax per overnight stays on marina properties. Each marina has designated areas for overnight camping with limited space available. Overnight stays shall be limited to no more than 30 consecutive days.
- B. All vehicles outside of the designated areas may be subject to a fine or towing.
- C. FAILURE TO PAY CAMPING/OVERNIGHT FEE - \$75.00

D. 30 Day Passes may be purchase only at the Marina Office \$900.

SECTION 12. NON REFUNDABLE RESERVATION FEE

There is a \$10 nonrefundable fee for daily reservations at the City of Warrenton marinas. If the reservation cannot be guaranteed, the request shall be put on a wait list where no fee shall be required.

SECTION 13. OFFENSIVE LITTERING

- A. All refuse, garbage and debris must be deposited in the provided shore side dumpster. Nothing shall be dumped in the basin waters. This includes all fish, shellfish, bait or animal waste of any kind.
- B. Fish cleaning of any kind is prohibited on all City of Warrenton Marina Docks unless fish wastes are collected, contained and properly disposed of in provided dumpsters.
- C. FAILURE TO USE PROVIDED DUMPSTERS FOR ALL WASTE OF ANY KIND - will result in immediate loss of privileges to the City of Warrenton Marinas and will result in City fines up to \$300.
- D. EXCESSIVE DUMPING OR UNAUTHORIZED DUMPING – Will be referred to the WPD with a possible result in theft of service fines.

SECTION 14. EFFECITVE DATE

This Resolution becomes effective July 17, 2023.

First Reading: June 27, 2023

Second Reading: July 11, 2023

Adopted by the City Commission of the City of Warrenton this 11th day of July, 2021.

APPROVED

Henry Balensifer, III
Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Jay Blake, Planning Director
 DATE: July 11, 2023
 SUBJ: First Reading Ordinance 1261

BACKGROUND:

The City Commission directed staff to process the annexation of property owned by the City of Warrenton adjacent to the Hammond Marina.

City Commission Request:	February 14, 2023
Warrenton PC Hearing:	March 13, 2023
Request to Clatsop County:	April, 14, 2023
Clatsop Ordinance Adoption:	June 14, 2023 and June 28, 2023
City Commission First Reading:	July 11, 2023

CONCLUSIONS AND RECOMMENDATION

Staff recommends that the City Commission conduct the first reading of the ordinance by name only. A second reading will be scheduled for July 25, 2023. The Commission may choose to adopt under an emergency order to move up the potential effective date. Staff can prepare that modification if so desired.

Recommended Motion:

I move that the Warrenton City Commission conduct the first reading of Ordinance 1261 "AN ORDINANCE ANNEXING APPROXIMATELY 13.1 ACRES OF LAND TO THE CITY OF WARRENTON AND ZONING THE PROPERTY OPEN SPACE INSTITUTIONAL (OSI) AND RECREATIONAL COMMERCIAL (RC)".

FISCAL IMPACT

None Anticipated

Approved by City Manager: _____



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

ORDINANCE NO. 1261

INTRODUCED BY ALL COMMISSIONERS
AN ORDINANCE ANNEXING APPROXIMATELY 13.1 ACRES OF LAND TO
THE CITY OF WARRENTON AND ZONING THE PROPERTY OPEN SPACE
INSTITUTIONAL (OSI) AND RECREATIONAL COMMERCIAL (RC)

WHEREAS, the City of Warrenton purchased a tract of land from the United States government in 2019; and

WHEREAS, the tract was part of the City of Warrenton's Hammond Marina operation and the park known as Seafarers Park as depicted on Exhibit A; and

WHEREAS, the following described property was part of the purchased land, but it is currently located outside of the city limits of the City of Warrenton;

(See Exhibit B); and

WHEREAS, The City Commission passed a motion on February 14, 2023 to request annexation of the city owned tract in accordance with ORS Chapter 222; and

WHEREAS, the subject property is adjacent to property zoned Recreational Commercial and is owned and operated by the City of Warrenton as the Hammond Marina.

WHEREAS, the Warrenton Planning Commission conducted a public hearing on April 13, 2023 and found that the request meets the criteria for annexation found in the Warrenton Municipal Code, Section 16.260.030 and 16.260.040, including:

1. The site consists of approximately 13.1 acres of land.
2. The parcel is part of Tax Number 81005000200
3. The site is currently used for Hammond Marina operations and as public open space known as Seafarers Park.
4. The adjacent land is zoned is Recreational Commercial.
5. There are no public sanitary sewer or water improvements on the subject property.
6. The site will remain in the Warrenton Fire District, and Warrenton-Hammond School District.
7. No extension of public infrastructure is planned for the property.
8. The annexation request will be reviewed by the Clatsop County Planning Commission and Clatsop County Board.

WHEREAS, the Clatsop County Board of Commissions considered the request at their June 14, 2023 and June 28, 2023 meetings and adopted Ordinance 23-08 supporting the Comprehensive Plan Amendment and Annexation.

Now, therefore, THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. The following described tract is hereby annexed into the city limits of the city of Warrenton.

See Exhibit B

Section 2. Upon annexation, the zoning classification for the land associated with Hammond Marina operations shall be Recreational Commercial and that part of the property associated with Seafarers Park shall be zoned Open Space Institutional. (See Exhibit C).

Section 3. Pursuant to ORS 222.520 the City Commission declares that upon effective date of the annexation, all annexed territory will be withdrawn for Clatsop County Sheriff law enforcement and under the jurisdiction of the City of Warrenton Police Department.

Section 4. Effective Date. This ordinance takes effect upon receipt of this ordinance by the Oregon Secretary of State.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2023.

First Reading: July 11, 2023

Second Reading:

APPROVED:

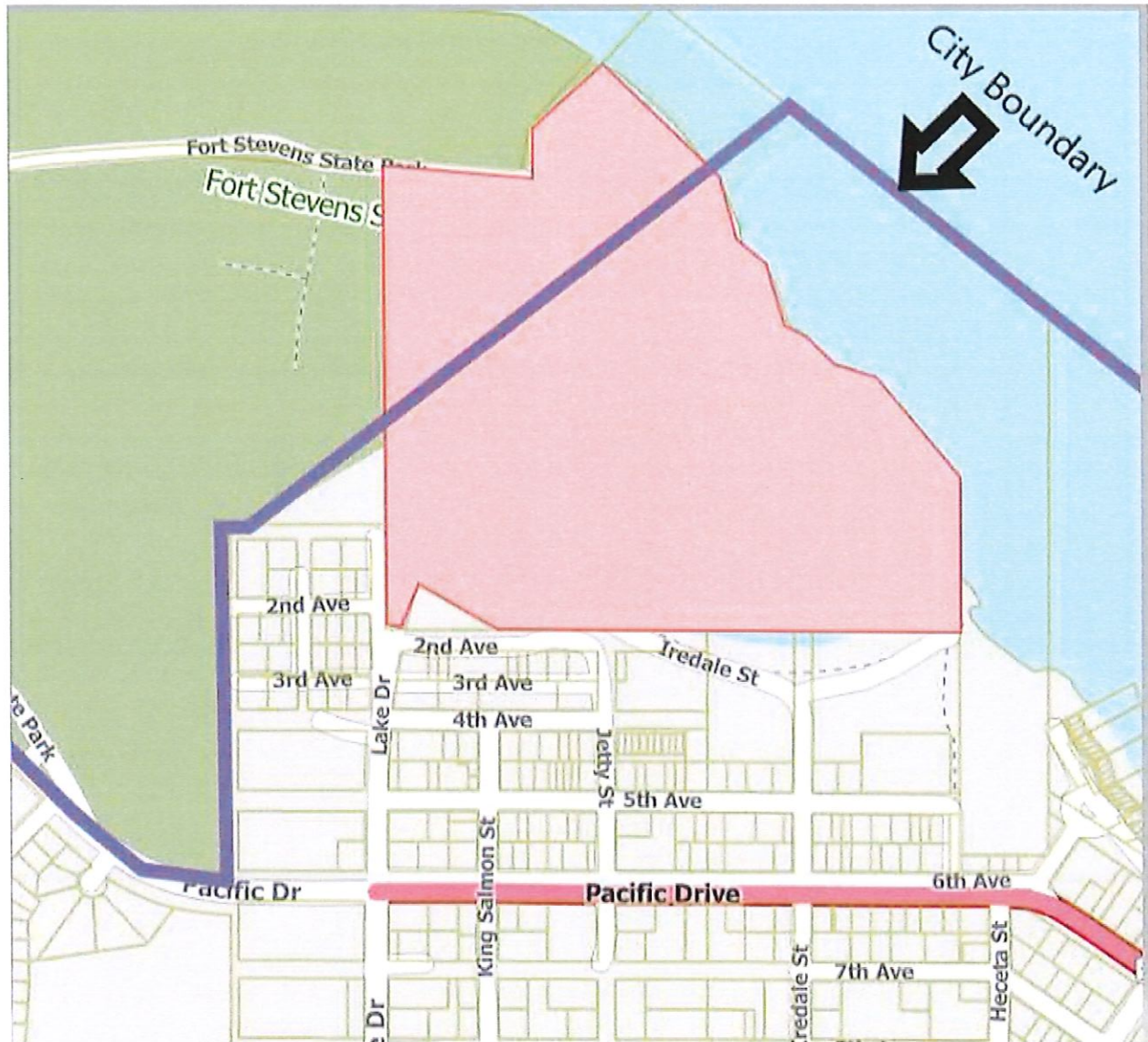
Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

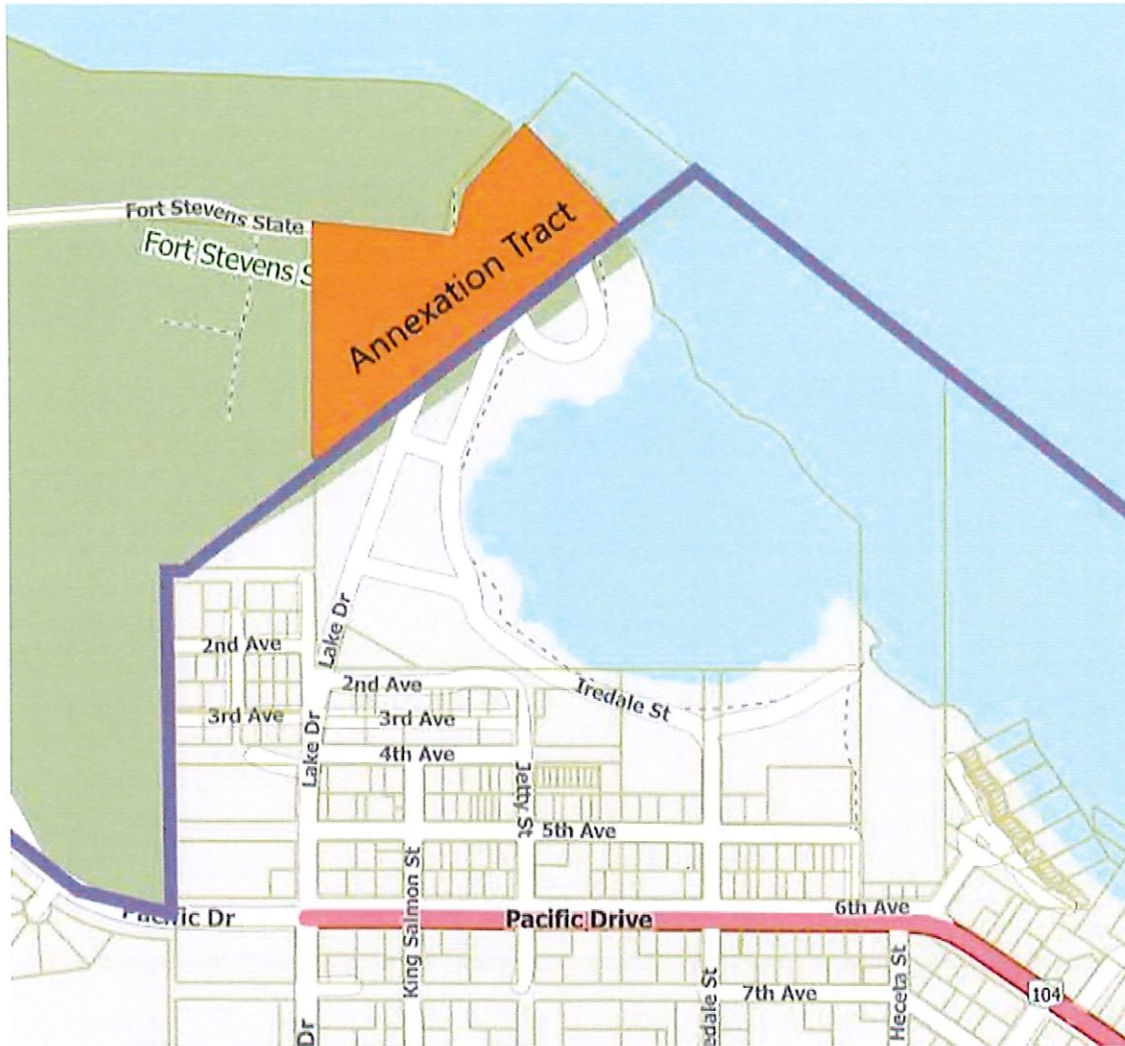
Ordinance No. 1261

Exhibit A – City of Warrenton Tract



Ordinance No. 1261

Exhibit B – Proposed Annexation Map and Legal Description



Ordinance No. 1261

Exhibit B – Proposed Annexation Map and Legal Description

LEGAL DESCRIPTION

That portion of the property described in Recording Instrument No. 201906266, Clatsop County Deed Records that is northwesterly of the existing Warrenton City Limits line, more particularly described as follows:

Commencing at the Northwest corner of the B.C. Kindred DLC No. 46 in Section 5, Township 8 North, Range 10 West, W.M. marked by a 3-1/4" Clatsop County Surveyors cap set in a concrete block;

thence North 39°30'50" East 1949.79 feet to a 5/8" rebar and 1-1/2" aluminum cap shown on Clatsop County Survey B-13340 as monument number 8165, on the Easterly boundary of the US Coast Guard and State of Oregon Joint Use Area per Corps of Engineer's Drawing 0-38-21/1 and being the True Point of Beginning;

thence along the East boundary of said Joint Use Area, South 45°21'36" West 222.92 feet to a 5/8" rebar and 1-1/2" aluminum cap shown on Clatsop County survey B-13340 as monument number 8182;

thence along the East boundary of said joint Use Area, South 15°30'09" West 202.85 feet to a 5/8" rebar shown on Clatsop County survey B-13340 as monument number 8178;

thence along the South boundary of said Joint Use Area, North 82°18'25" West 451.72 feet to a 5/8" rebar and cap marked "OTAK INC";

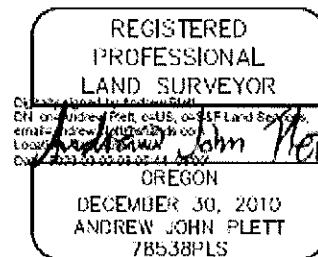
thence along the East boundary of said Joint Use Area and the Southerly extension thereof, South 02°34'36" West 840 feet, more or less, to the City Limits of the City of Warrenton, which is shown on Survey CS T 4377 as the East Boundary of Military Reservation and is shown on Clatsop County survey B-13340 as a dashed line with a bearing of North 55°27'21" East;

thence along said City Limits line North 55°27'21" East to the Mean low water line of the South Bank of the Columbia River as it existed prior to dredging of the Hammond boat basin;

thence Northwesterly along said Mean Low Water line to a point that bears North 45°21'36" East of the Point of Beginning;

thence South 45°21'36" West to the Point of Beginning.

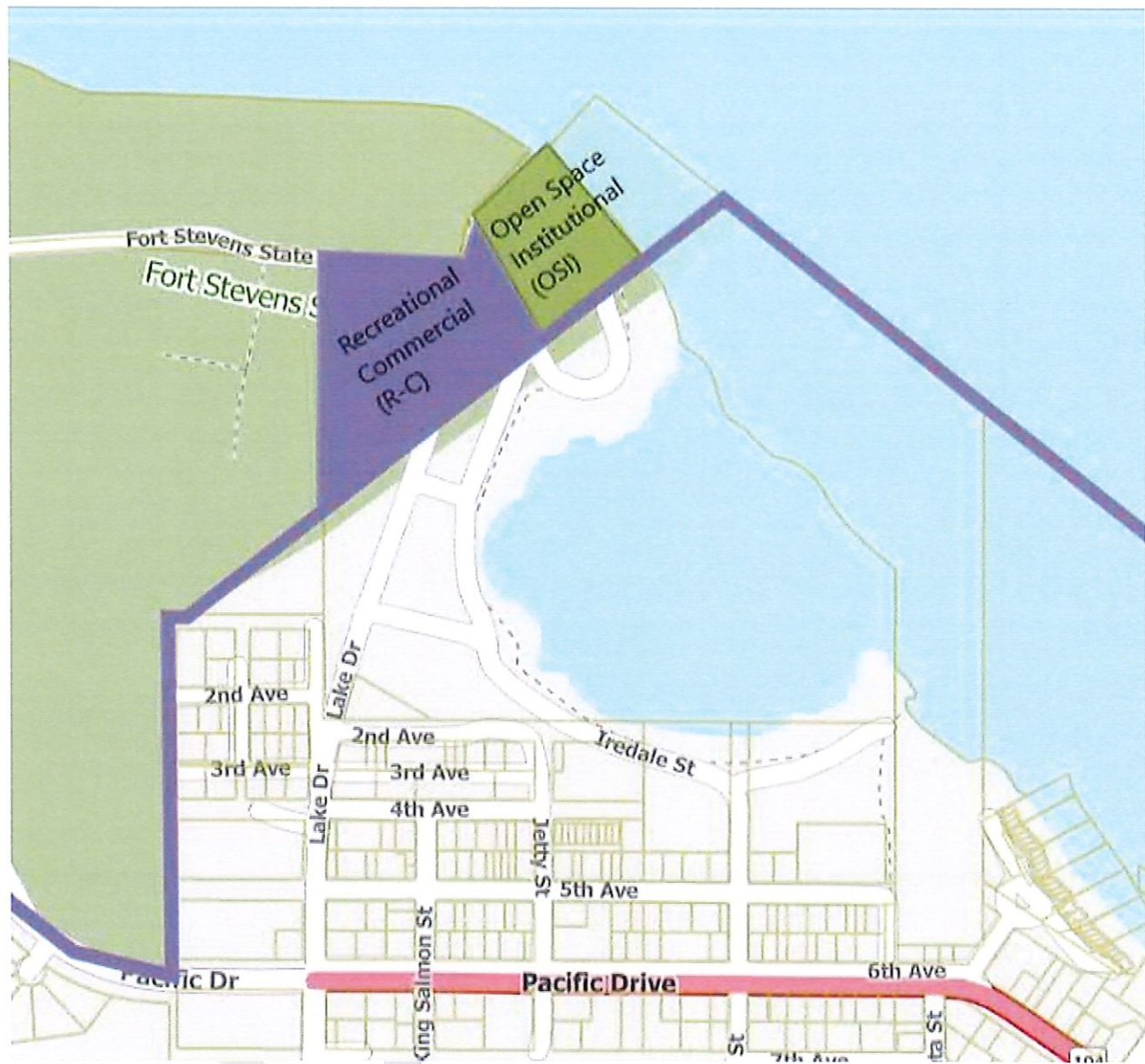
The bearings for this description are based upon Survey B-13340 on record in the Clatsop County Surveyors Office. Situated in the South Half of Section 5, Township 5 North, Range 10 West, W.M., County of Clatsop, State of Oregon.



RENEWS 12/31/24

Ordinance No. 1261

Exhibit C – Proposed Zoning





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Jay Blake, Planning Director
DATE: July 11, 2023
SUBJ: First Reading Ordinance 1262

BACKGROUND:

The City Commission directed staff to process to amend the Warrenton Municipal Comprehensive plan to reflect a change in the Urban Growth Boundary (UGB) for the property owned by the City of Warrenton adjacent to the Hammond Marina.

City Commission Request:	February 14, 2023
Warrenton PC Hearing:	March 13, 2023
Request to Clatsop County:	April, 14, 2023
Clatsop Ordinance Adoption:	June 14, 2023 and June 28, 2023
City Commission First Reading:	July 11, 2023

CONCLUSIONS AND RECOMMENDATION

Staff recommends that the City Commission conduct the first reading of the ordinance by name only. A second reading will be scheduled for July 25, 2023. The Commission may choose to adopt under an emergency order to move up the potential effective date. Staff can prepare that modification if so desired.

Recommended Motion:

I move that the Warrenton City Commission conduct the first reading of Ordinance 1261 "AN ORDINANCE AMMENDING THE CITY OF WARRENTON COMPREHENSIVE PLAN CORRECTING THE URBAN GROWTH BOUNDARY MAP AND ADDING RELATED TEXT AND RECOMMENDING ZONING DISTRICTS".

FISCAL IMPACT

None Anticipated

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Catherine M. Gray", is written over a horizontal line.

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

ORDINANCE NO. 1262

INTRODUCED BY ALL COMMISSIONERS
AN ORDINANCE AMENDING THE CITY OF WARRENTON
COMPREHENSIVE PLAN CORRECTING THE URBAN GROWTH
BOUNDARY MAP AND ADDING RELATED TEXT AND RECOMMENDING
ZONING DISTRICTS

WHEREAS, the City of Warrenton and Town of Hammond merged operations in 1991 resulting in the new municipal boundary for the City of Warrenton; and

WHEREAS, both the City of Warrenton and Town of Hammond had approved comprehensive plans that were reviewed by the Oregon Department of Land Conservation and Development (DLCD) and both plans included maps showing the location of areas within an Urban Growth Boundary (UGB); and

WHEREAS, residents and elected officials from the newly combined City of Warrenton and Town of Hammond established joint planning efforts that resulted in a new City of Warrenton Comprehensive Plan fully adopted in 2005 and subsequently amended; and

WHEREAS, the 2005 UGB map for the City of Warrenton inadvertently omitted two tracts of land that were part of the Town of Hammond's UGB, resulting in the loss of approximately fifty-eight (58) acres of land being excluded from the new Warrenton UGB area. These tracts are depicted on Exhibit A; and

WHEREAS, The City Commission passed a motion on February 14, 2023 authorizing the Warrenton Planning Commission to consider the amendment to the Warrenton Comprehensive Plan and UGB Map correcting the error ; and

WHEREAS, the Warrenton Planning Commission caused the DLCD to be notified in compliance with Oregon requirements and conducted a public hearing on April 13, 2023, where the following public comments were entered into the record

1. No written or verbal comments were received in opposition or support of the request.

WHEREAS, The Planning Commission made the following findings of fact related to the request:

1. The UGB area consists two tracts – a northerly tract of approximately 13.9 acres and a westerly tract of approximately 43.1 acres of land.
2. The northerly tract is owned by the City of Warrenton and is pending annexation. The current Clatsop County zoning is RM (Recreation Management The proposed zoning for the tract is RC (Recreation Commercial) and OSI (Open Space Institutional).

3. The northerly tract site is currently used for Hammond Marina operations and as public open space known as Seafarers Park.
4. The westerly tract is owned by the government of the United States and is currently part of the Fort Stevens Park and recreation area. This site is currently zoned UGB (Urban Growth Boundary) This site would remain outside of the City of Warrenton and remain zoned UGB.
5. There are no public sanitary sewer or water improvements on the subject property.
6. The site will remain in the Warrenton Fire District, and Warrenton-Hammond School District.
7. No extension of public infrastructure is planned for the property.
8. The legal description and location map are shown on Exhibit B.

WHEREAS, the Clatsop County Board of Commissioners adopted Ordinance 23-08 in support of the annexation of these tracts and the amendment of their comprehensive plan to reflect this change at their June 14, 2023 and June 28, 2023 meetings.

Now, therefore, THE CITY OF WARRENTON ORDAINS AS FOLLOWS:

Section 1. Section 2.30 of the 2011 Warrenton Comprehensive Plan is amended as follows:

Addition to Text – Bold and Underlined

~~Deletions—Bold and Strike Through~~

Section 2.320 Urban Development

(1) Growth Management. ~~Due to the large amount of urbanizable residential land within the City limits, While the City of Warrenton's physical size is large, the actual developable land is restricted by factors such as protected wetlands, public land ownership and physical land characteristics that make development at urban densities challenging. As such,~~ the City will adopt a growth management strategy to insure the orderly conversion of land to urban uses. The City will apply growth management standards to outlying areas of the City which are largely vacant and currently have few public facilities in order to:

- (a) Make urbanizable land available for conversion to urban uses in stages as public facilities adequate to serve urban development become available.
- (b) Insure the orderly and economic provision of services.
- (c) Discourage undeveloped areas from prematurely developing at non-urban densities.

(d) Maintain undeveloped areas at parcel sizes which can eventually be converted to urban uses.

(e) Encourage the development within urban areas before the conversion of urbanizable areas.

(2) Urban Growth Boundary: Unincorporated areas adjoining the City limits which are needed to accommodate urban development shall be included in the Urban Growth Boundary, along with property presently in Warrenton, and will be appropriately managed. ~~Findings for the placement of the Urban Growth Boundary are included in the Background Report.~~ The city recently initiated a planning process with the assistance of Portland State University to establish a developability matrix that indicates the areas within the current city boundary that should be further encouraged or enticed to develop at urban densities. The initial results show that natural resource concerns stress the importance of making wise land use decisions and efficient infrastructure investments. The City and Clatsop County shall establish an Urban Growth Boundary management agreement with Warrenton having the primary authority for making land use decisions within the Urban Growth Boundary.

(3) No area will be added to the Urban Growth Boundary unless the following factors are considered:

(a) Demonstrated need to accommodate long-range urban population growth requirements consistent with Statewide Planning Goals.

(b) Need for housing, employment opportunities and livability.

(c) Orderly and economic provision for public facilities and services.

(d) Maximum efficiency of land uses within and on the fringe of the existing urban area.

(e) Environmental, energy, economic and social consequences.

(f) Retention of agricultural land as defined, with Class I being the highest priority and Class VI the lowest priority.

(g) Compatibility of the proposed urban uses with nearby agricultural or forestry activities.

(h) Changes to the urban growth boundary shall also conform to the procedures and requirements of Statewide Planning Goal 2, Part H, Exceptions.

(i) The City of Warrenton desires to ensure that lands previously included in the Town of Hammond Urban Growth Boundary are maintained for the City of Warrenton Urban Growth Boundary.

(4) The City may adjust the Urban Growth Boundary to make minor additions or subtractions of lands from the Urban Growth Boundary consistent with OAR 660-024-0070. Such adjustment may include an exchange of lands inside the Urban Growth Boundary for lands outside the Urban Growth Boundary pursuant to a voluntary Transfer of Development Rights agreement.

Section 2. Upon annexation, the zoning classification for the land associated with Hammond Marina operations shall be Recreational Commercial and that part of the property associated with Seafarers Park shall be zoned Open Space Institutional. (See Exhibit C). The westerly tract will remain zoned UGB (Urban Growth) under Clatsop County Zoning.

Section 3. Pursuant to ORS 222.520 the City Commission declares that upon effective date of the annexation, all annexed territory will be withdrawn for Clatsop County Sheriff law enforcement and under the jurisdiction of the City of Warrenton Police Department.

Section 4. Effective Date. This ordinance takes effect upon the county receipt of this ordinance.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2023.

First Reading: July 11, 2023

Second Reading:

APPROVED:

Henry A. Balensifer III, Mayor

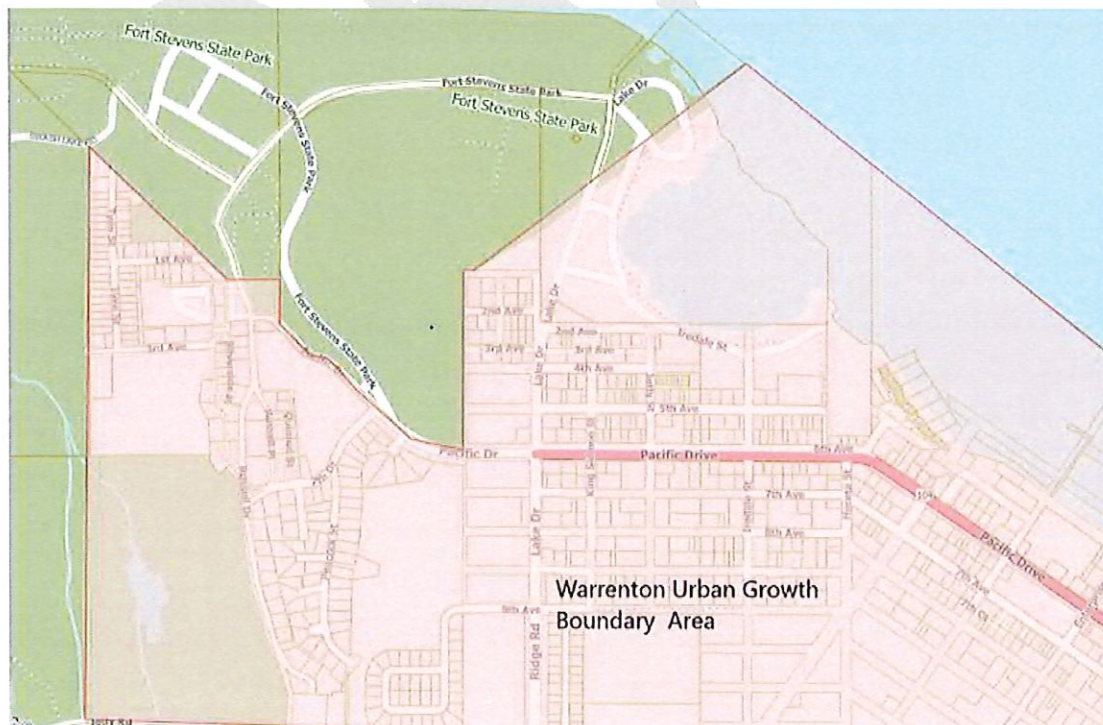
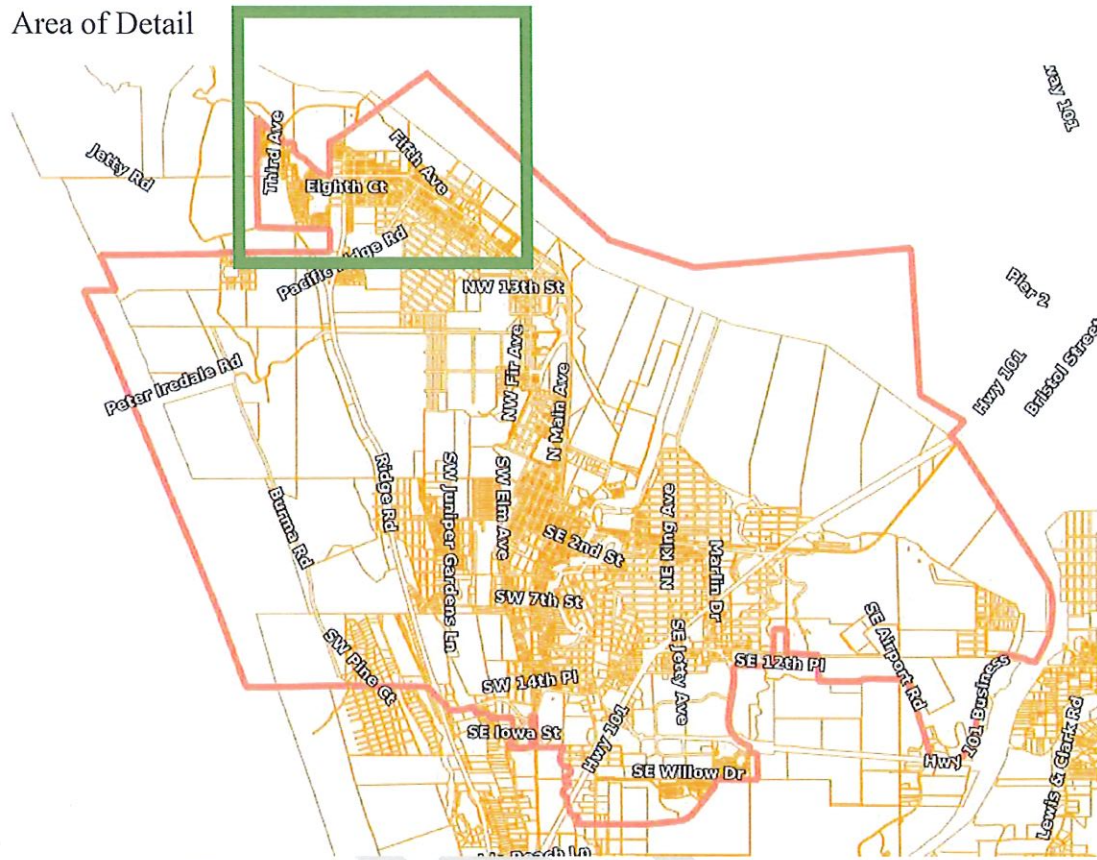
ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1261

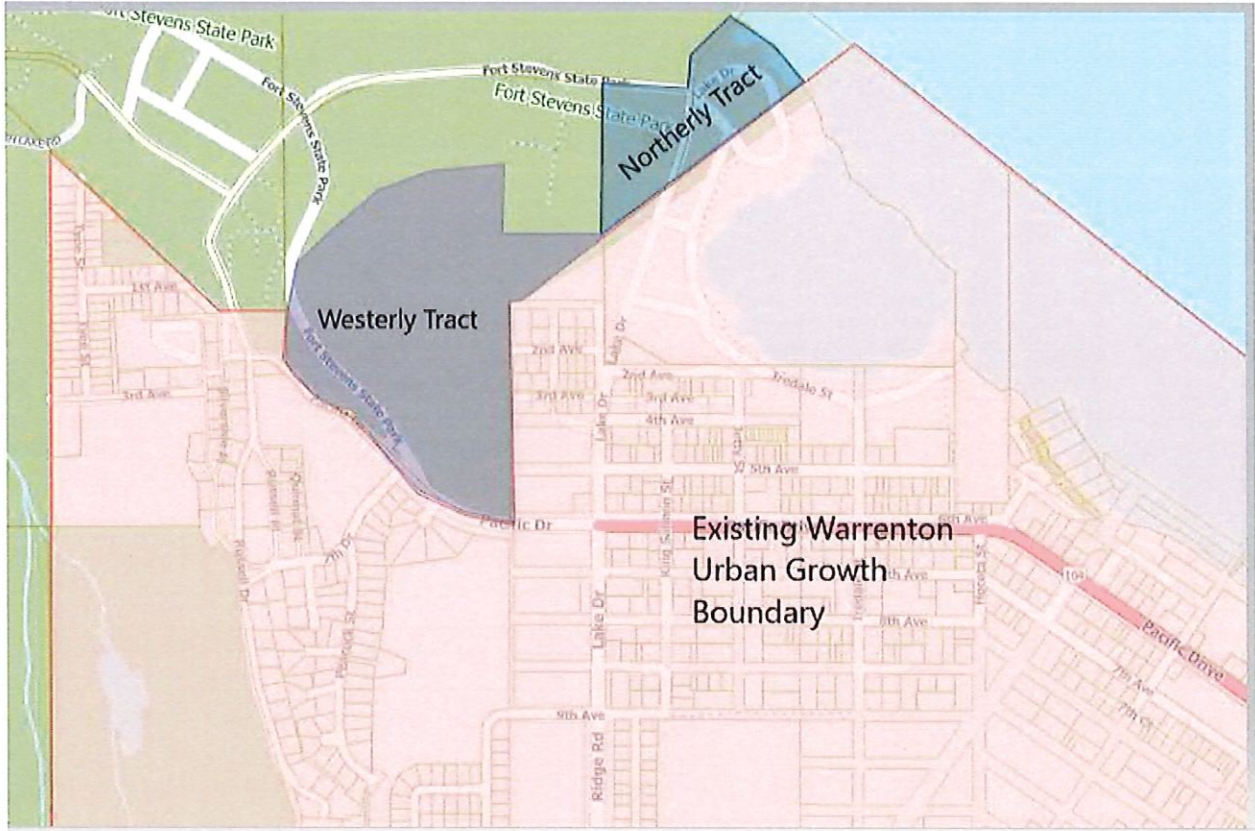
Exhibit A – City of Warrenton Current UGB

Area of Detail



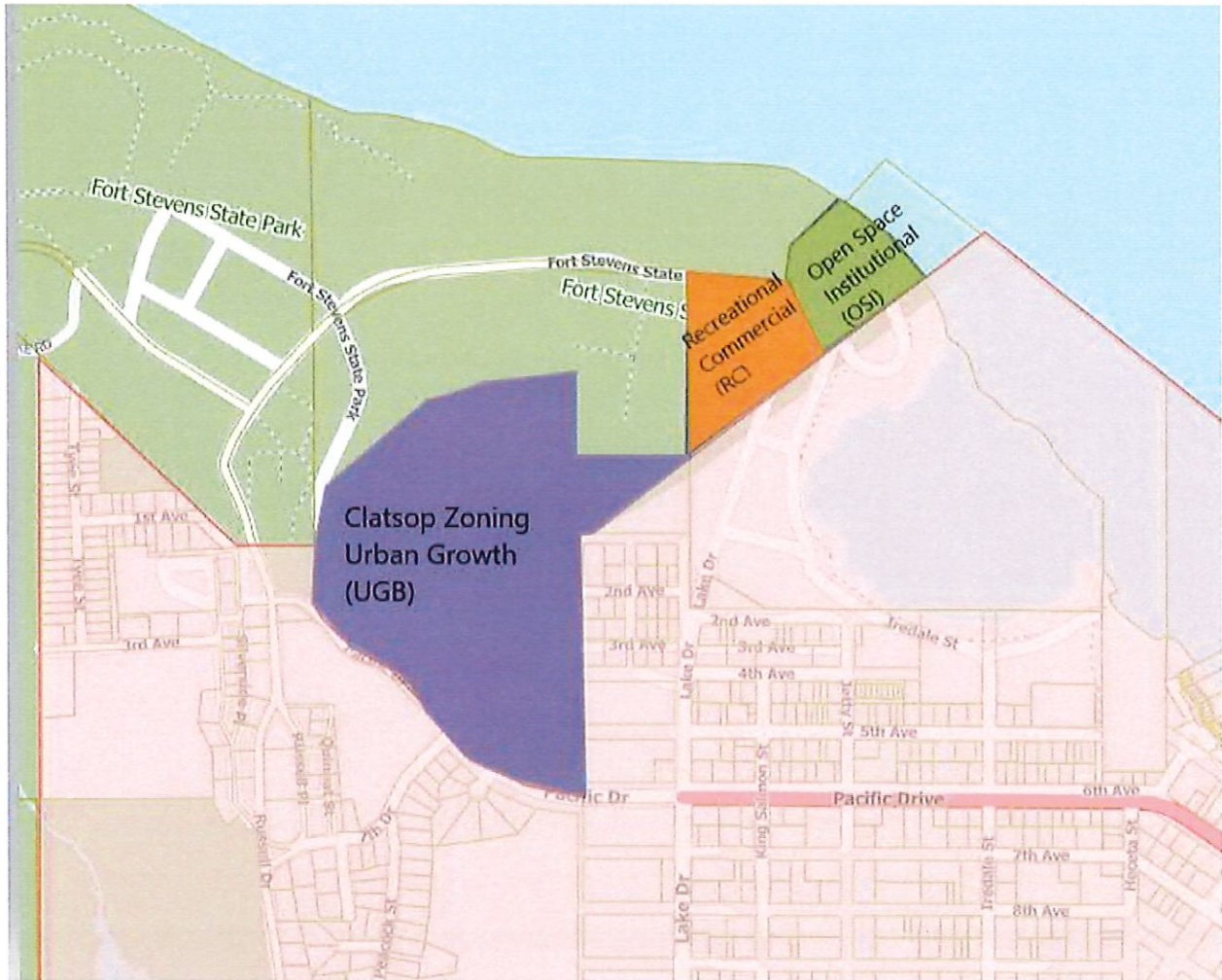
Ordinance No. 1262

Exhibit B – Proposed UGB Additions (Formerly Town of Hammond UGB)



Ordinance No. 1262

Exhibit C – Proposed Annexation Zoning Map





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: City Manager, Esther Moberg
 DATE: July 11, 2023
 SUBJ: Gearhart Water MOU

SUMMARY

At the request of the City of Gearhart, we are bringing forward a 3 year water MOU. Last MOU was from 2012. The City of Warrenton continues to sell surplus water to the City of Gearhart.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the 3 year water MOU for surplus water with the City of Gearhart.

ALTERNATIVE

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

FISCAL IMPACT

Approval of this MOU will mean the City of Warrenton continues to sell surplus water to the City of Gearhart. We do receive a good amount of profit from this surplus and the city would like to continue to do so.

Approved by City Manager: _____

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

Mutual Organization Understanding

Providing Water Service Between the Cities of Warrenton and Gearhart

July 2023-July 2026

Recitals

Whereas, the City of Warrenton has provided water service to the City of Gearhart since 1948 beginning with a surplus water agreement.

Whereas, in 1984 a twenty-year agreement for domestic water was approved by the two cities. That agreement expired in 2004.

Whereas, in 2012 the parties entered into a memorandum of understanding (2012 MOU) with the belief that Gearhart would be able to provide its own water in full at some point in time after 2012 upon building a new water treatment plant.

Whereas, the capacity for Gearhart's water treatment plant is not to the level to be self-sustaining, and the parties have continued to operate under the terms of the 2012 MOU and Warrenton continues to deliver water up to present day.

Whereas, the intent of the current agreement is not to reduce capacity for the citizens of Warrenton, but to provide "surplus" water for residents of Gearhart, as long as the City of Warrenton is able to do so. Gearhart continues to strive to increase their own water sources.

Agreement

1. **Recitals.** The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
2. **Party Obligations.**
 - a. Warrenton will continue to provide water to Gearhart through July 1, 2024, at the same rate Special Government Rate - In town.
 - b. After July 1, 2024, Warrenton will provide water to Gearhart at the Out-of-Town Rate until this MOU expires on July 11, 2026, or is earlier terminated as set forth herein.
 - c. Any new building water hook-ups after the effective date of this MOU beyond one dwelling unit in Gearhart or any new water connections outside Gearhart City limits, will require written notification to the City of Warrenton since additional multiple buildings projects in Gearhart will add more water usage and additional impacts to the services provided under this MOU.
 - d. Gearhart acknowledges that Warrenton has restrictions on new water system connections outside City limits and agrees to consider similar restrictions for the City of Gearhart.

- e. Because of the limited capacity for water services, Warrenton will not provide more than 45 million gallons of water total for June-August each year to the City of Gearhart.
- f. Gearhart must replace the existing 6” meter on or before July 1, 2024.
- g. Separate and apart from the MOU, the two cities anticipate negotiating an intergovernmental agreement providing emergency water for both communities on a long-term basis.
- h. Either Party may terminate this MOU upon providing 90 days written notice to the other Party.

3. General Terms

- a. Each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents under this MOU. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under the MOU.
- b. A Party receiving notice of any third-party claim or cause of action, suit, or proceeding against a Party that relates to the MOU shall promptly notify the other Party in writing of the third-party claim or cause of action and provide the other Party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
- c. Each Party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability or other protected class.
- d. This MOU does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
- e. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
- f. No waiver, consent, modification, or change of terms of this MOU shall be binding unless in writing and signed by the Parties.
- g. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Effective Date and Term of Agreement:

- a. This MOU shall be effective upon the date of the last signature by the Parties and shall expire on July 11, 2026, unless further extended or terminated earlier.

Henry Balensifer, Mayor of Warrenton

Date

Kerry Smith, Mayor of Gearhart

Date