



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 26, 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 – 9.12.23
- B. Monthly Finance Report – July 2023
- C. Police Department Monthly Report – August 2023

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 County Biodigester Feasibility Study Request
- B. Consideration of Request for Proposals – Hammond Marina Bank Stabilization
- C. Consideration of Public Nuisance Declaration – 925-957 E. Harbor Drive
- D. Consideration of Approval to Start RFEI Process for Hammond Marina
- E. Consideration of Contract for Purchase of Two 2023 Chevrolet Tahoe Patrol Vehicles
- F. Consideration of Easement for SW 9th and Main Intersection – Singer
- G. Consideration of Easement for SW 9th and Main Intersection – Alcobendas

8. DISCUSSION ITEMS

- A. City Moratorium on Fill and Grading Permits
- B. SE Dolphin Avenue Culvert Failure – Update
- C. SE Jetty Ave/SE King Sewer Laterals – Update

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
 September 12, 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, Paul Mitchell, Tom Dyer, Gerald Poe, and Mark Baldwin

Staff Present: City Manager Esther Moberg, Public Works Director Greg Shafer, Finance Director April Clark, Planning Director Jay Blake, and City Recorder Dawne Shaw

Mayor Balensifer noted the meeting will be held under formal rule. He also noted the request to add business item 7H - ARPA funds for the HVAC system, a discussion item 8B - 135 1st Avenue; there were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 8.22.23
- B. Monthly Finance Report – June 2023

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

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

Mayor Balensifer asked for unanimous consent to hold the executive session after Public Comment; there were no objections.

COMMISSIONER REPORTS

City Manager Esther Moberg noted the upcoming community planting event for the planting strip in Hammond.

PUBLIC COMMENT

Sue Stacy spoke in regard to a drainage problem in her neighborhood and issues she and her neighbors are having due to fill on a neighboring property. She stated she would like something to be put in place to help with flooding due to fill.

Samuel Sadtler spoke in regard to a sewer project for the new apartment complex on SE Jetty. He discussed his concerns with the project as well as a lack of communication. He discussed the layout of the sewer line not being where city staff had told him.

Spruce Up Warrenton Chair, Jeanne Smith thanked the city for the Spruce Up Warrenton events grant and gave an update on recent events and noted the upcoming Fall Festival. She noted a sign-up sheet to volunteer at the Fall Festival on their Facebook page.

At 6:10 p.m. Mayor Balensifer announced the Commission will now meet in executive session under authority of ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of public body with regard to current litigation or litigation likely to be filed* and ORS 192.660(2)(f); *to consider information or records that are exempt by law from public inspection.*

At 6:46 p.m. Mayor Balensifer reconvened the regular meeting.

PUBLIC HEARINGS - None

BUSINESS ITEMS

City Manager Esther Moberg noted the city has received a request from Spruce Up Warrenton for a noise variance for the Fall Festival.

Commissioner Mitchell made the motion to authorize the use of amplified sound for the Fall Festival. Motion was seconded and passed unanimously.

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

Mayor Balensifer noted the Parks Advisory Board's recommendation for a Gold Star Memorial in Veterans Memorial Park. He noted that there are five local Gold Star fallen soldiers. The memorial would be the first gold star memorial in Clatsop County. The sign has already been purchased and they would like to put it in memorial plaza.

Commissioner Mitchell made the motion to approve the Parks Advisory Board recommendation for the Gold Star Memorial. Motion was seconded and passed unanimously.

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

Parks Advisory Board member Brooke Terry discussed the Parks Advisory Board recommendation for the formation of a non-profit group for Warrenton parks and trails. She noted their desire to raise funds. She discussed the benefits that having a non-profit can provide.

Commissioner Dyer made the motion to approve the committee recommendation to bless the formation of a non-profit organization separate from the city, to help the parks and trail system. Motion was seconded and passed unanimously.

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

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Public Works Director Greg Shafer requested authorization to advertise for bids for the Downtown Inflow & Infiltration (I&I) project. Brief discussion followed. Commissioner Baldwin asked if Public Works will be using their own camera; Mr. Shafer stated the contractor will provide their own. Discussion continued on the use of the city's camera. Mayor Balensifer asked about the I&I at the airport (Coast Guard); Ms. Moberg responded that there has been a change in how it's been overseen, and that staff will start following up with them again.

Commissioner Dyer made the motion to approve advertising the request for bids for the Downtown Inflow & Infiltration (I&I) project. Motion was seconded and passed unanimously.

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

Public Works Director Greg Shafer requested authorization to advertise for bids for the E. Harbor and Heron Force Main Replacement project. He stated the project will be a maintenance project, not a capital improvement project. Brief discussion continued on change orders.

Commissioner Dyer made the motion to approve advertising the request for bids for the E. Harbor and Heron Force Main Replacement project. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed the Collective Bargaining Agreement between the City and the Warrenton Public Safety Association. Mayor Balensifer asked about the discussion on the need for a second sergeant; Ms. Moberg responded.

Commissioner Baldwin made the motion to approve the agreement between the City of Warrenton and Warrenton Public Safety Association and authorize the Mayor and City Manager to sign the agreement. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed an Intergovernmental Agreement between the City and Clatsop County, to use County ARPA funds toward the sewer and water main expansion project in conjunction with the new Fort Pointe development. She stated the County would be willing to give no less than \$250,000 towards this project.

Commissioner Mitchell made the motion to approve the Intergovernmental Agreement accepting ARPA funds in the amount of \$250,000 from Clatsop County for City of Warrenton water and sewer line expansion project from 11th Avenue to Ridge Road. Motion was seconded and passed unanimously.

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

Ms. Moberg noted the aging HVAC system in City Hall and stated the Fire Department has been without HVAC for much of the summer. She requested to postpone the generator upgrade and use those ARPA funds to repair and replace the failing HVAC system. She noted the city

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received a bid for \$22,000 for three units for the fire department and there will be one or two more units that might need to be replaced. Mayor Balensifer asked what company the bid is from; Ms. Moberg stated the company is S&H. Mayor Balensifer noted in the past the city has had issues with the HVAC system giving carbon monoxide poisoning to staff. He asked City Recorder Dawne Shaw if there are any additional concerns with HVAC safety; Ms. Shaw responded stating she believes the carbon monoxide issue was due to the roof replacement and a vent being reconnected improperly.

Commissioner Poe made the motion to approve the HVAC contract not to exceed \$59,000 with S&H. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Mayor Balensifer noted the Jetty Avenue sewer and would like staff to provide a report. Ms. Moberg summarized that the commission is looking to honor past requests made by residents on King and Alternate 101. She stated a report needs to be made and that the contractor does the approved plans that are in place. Mayor Balensifer clarified that the report would be made before the contractor starts work; Ms. Moberg stated staff will do the best they can. There was unanimous consent to direct staff to prepare a report related to the advanced finance district creation and to honor what has been documented in the past as well as bring forth the approved appeal with conditions of approval.

Mayor Balensifer discussed the 135 1st Avenue drainage issue that was noted in public comment and also at this week's Morning with the Mayor. He summarized the history of the issue; Ms. Moberg explained the permitting process that has taken place. Commissioner Baldwin noted his opinion on this fill project. Commissioner Dyer also noted his opinion on the fill property and his concerns with where the water in the drainage ditch is going. Commissioner Mitchell discussed his concerns about the property owner putting an additional six yards. Mayor Balensifer stated for the record that staff noted the violation.

Mayor Balensifer noted the current policy does not protect the neighboring properties; there was consensus. Discussion continued on the stormwater master plan and drainage ditches. Commissioners Baldwin and Poe discussed their concerns. Mayor Balensifer discussed his concerns with the city's tide gates and only having three pump stations for stormwater. He discussed that stormwater is a current problem and that there isn't enough in the utility charges to fund tide gate improvement.

Mayor Balensifer noted the urgent need for an updated Stormwater Master Plan. Mr. Shafer noted they are currently conducting an interior drainage study which will have some overlap. The study is expected to be done in February. Mayor Balensifer asked if he believes the study will help determine if certain neighborhoods will need to meet special criteria to develop; Mr. Shafer confirmed. Mr. Shafer stated he wants to develop a ditch and tide gate maintenance program.

Discussion continued. Planning Director Jay Blake discussed the past process with fill permits as well as the current process. He explained the issues with the current code and the problems with infill development. Mayor Balensifer asked Mr. Blake if he has any policy recommendations; Mr. Blake stated the first thing the city needs is a stormwater management plan to allow him to change the code to what the city needs. He suggested declaring a moratorium on fill or they could re-think the fill concept. Discussion continued on infill and stormwater drainage.

Mayor Balensifer asked if the commission wished to place a pause on fill until they can get a handle on stormwater and to discuss it at the next meeting; there was consensus.

GOOD OF THE ORDER - None

There being no further business, Mayor Balensifer adjourned the meeting at 7:47 p.m.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 17, Issue 1

**Monthly Finance Report
July 2023**

September 26, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	4.11%	1.25%
Prime Rate:	8.50%	5.50%
◆ CPI-U change:	3.2%	8.5%
◆ Unemployment Rates:		
Clatsop County:	3.6%	4.4%
Oregon:	3.4%	4.1%
U.S.:	3.5%	3.5%

Department Statistics

◆ Utility Bills mailed	3,236
◆ New Service Connections	1
◆ Reminder Letters	370
◆ Door Hangers	76
◆ Water Service Discontinued	13
◆ Counter payments	662
◆ Mail payments	1,317
◆ Auto Pay Customers/pmts	660
◆ Online (Web) payments	1,403
◆ Checks issued	349

Current and Pending Projects

- ◆ Business License Renewals-final delinquency notices sent
- ◆ Fiscal Year End Closing
- ◆ Audit Preparation and Reporting — Field work scheduled for week of September 18th
- ◆ Staffing for vacant position
- ◆ Implementation of new software module for Human Resources and Leave Tracking.

Financial Narrative as of July 31, 2023

Note: Revenues and expenses should track at 1/12 or 8.3% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

General Fund: Total revenues this month are \$276,258, which is 4.4% of the budget. Revenues exclusive of overhead and transfers are \$78,862 compared to the prior year amount of \$71,961 and are up by \$6,901. Increases are shown in franchise fees, transient room tax, municipal court, planning fees, park charges, miscellaneous, interest, and food pod receipts and are offset by decreases in prior year property tax, police charges, fire charges, and lease receipts.

Expenses this month are \$553,254 compared to the prior year amount of \$459,812, an increase of \$93,442. All departments are tracking at or under budget except Admin/Comm/Finance due to one time payments at the beginning of the fiscal year.

WBL: Business license revenue amounts to \$86,983, compared to \$82,615 at this time last year, an increase of \$4,368. Year to date licenses issued are 476 compared to 486 at this time last year.

Building Department: Permit revenues this month amount to \$14,059, which is 5.3% of the budgeted amount. Permit revenue at this time last year was \$18,007, which was 5.9% of the budgeted amount.

State Tax Street: City fuels tax receipts since inception to June 2023 total \$4,895,680. Projects paid in 2023 with City fuels tax funds total \$258,912 and were:

Repair & Maintenance Overlay Projects \$245,154

SW 9th Intersection Widening \$12,987

N Main/NW 7th Place Improvement \$771

Warrenton Marina: Total revenues this month are \$382,070, compared to \$374,046 at this time last year. Annual moorage billed this month amount to \$325,313 compared to \$320,719 last year. There is \$99,895 in moorage receivables outstanding.

Hammond Marina: Total revenues this month are \$205,498, compared to \$166,477 at this time last year. Annual moorage billed this month was \$166,827 compared to \$134,969 last year. There is \$38,811 in moorage receivables outstanding.

Water Fund: Utility fees this month are \$265,629 and \$211,600, for in-city and out-city respectively and total \$477,229, which is 11.5% of the budget. Last year at this time utility fees were \$388,434, which was 9.5% of the budget and are up by \$88,795.

Sewer Fund: Utility fees this month are \$257,697 and are 9.4% of the budget. Last year at this time utility fees were

\$219,326 which was 8.1% of the budget and are up by \$38,371. Shoreline Sanitary fees this month are \$12,211. Total revenues year to date are \$299,871 compared to \$238,672 at this time last year.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$51,509 and are 9.4% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$95,339 and \$20,180, year to date, and are 9% and 8.2% of the budget respectively.

Community Center Fund: Rental revenues this month are \$12,551 which is 62.8% of the budget. Last year at this time rental revenue was \$4,926, which was 35.2% of the budget.

Other: Total revenues and expenses as of July 31, 2023 city-wide are \$2,065,765 and \$1,402,597, respectively.

Total revenues and expenses as of July 31, 2022 city-wide were \$1,764,377 and \$1,613,948, respectively.

Financial data as of July 31, 2023

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,192,384	2,192,384	1,400,000	156.60
Plus: Revenues	276,258	276,258	6,292,794	4.39
Less: Expenditures				
Municipal Court	15,313	15,313	195,278	7.84
Admin/Comm/Fin(ACF)	197,052	197,052	1,496,499	13.17
Planning	22,752	22,752	445,507	5.11
Police	185,135	185,135	2,331,713	7.94
Fire	72,052	72,052	1,149,355	6.27
Parks	18,980	18,980	237,467	7.99
Transfers	41,970	41,970	871,641	4.82
Total Expenditures	553,254	553,254	6,727,460	8.22
Ending Fund Balance	1,915,388	1,915,388	965,334	198.42

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	114,568	114,568	109,000	105.11
Plus: Revenues	87,377	87,377	87,800	99.52
Less: Expenditures	31,279	31,279	67,981	46.01
Ending Fund Balance	170,666	170,666	128,819	132.49

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	579,592	579,592	620,000	93.48
Plus: Revenues	16,416	16,416	282,998	5.80
Less: Expenditures	34,058	34,058	521,845	6.53
Ending Fund Balance	561,950	561,950	381,153	147.43

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,222,554	3,222,554	3,000,000	107.42
Plus: Revenues	11,654	11,654	4,793,347	0.24
Less: Expenditures	46,075	46,075	6,829,022	0.67
Ending Fund Balance	3,188,133	3,188,133	964,325	330.61

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	353,642	353,642	330,000	107.16
Plus: Revenues	382,070	382,070	747,995	51.08
Less: Expenditures	58,004	58,004	866,310	6.70
Ending Fund Balance	677,708	677,708	211,685	320.15

Financial data as of July 31 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	269,706	269,706	240,000	112.38	1,608,654	1,608,654	1,400,000	114.90
Plus: Revenues	205,498	205,498	419,161	49.03	511,917	511,917	7,075,602	7.23
Less: Expenditures	43,157	43,157	545,445	7.91	206,381	206,381	7,330,014	2.82
Ending Fund Balance	<u>432,047</u>	<u>432,047</u>	<u>113,716</u>	<u>379.94</u>	<u>1,914,190</u>	<u>1,914,190</u>	<u>1,145,588</u>	<u>167.09</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,430,433	3,430,433	2,900,000	118.29	2,012,233	2,012,233	1,680,000	119.78
Plus: Revenues	299,871	299,871	3,065,029	9.78	58,415	58,415	883,340	6.61
Less: Expenditures	182,635	182,635	4,410,805	4.14	18,299	18,299	2,003,002	0.91
Ending Fund Balance	<u>3,547,669</u>	<u>3,547,669</u>	<u>1,554,224</u>	<u>228.26</u>	<u>2,052,349</u>	<u>2,052,349</u>	<u>560,338</u>	<u>366.27</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	568,673	568,673	445,000	127.79	35,232	35,232	30,000	117.44
Plus: Revenues	118,365	118,365	1,322,595	8.95	12,743	12,743	25,950	49.11
Less: Expenditures	110,663	110,663	1,503,237	7.36	1,668	1,668	34,532	4.83
Ending Fund Balance	<u>576,375</u>	<u>576,375</u>	<u>264,358</u>	<u>218.03</u>	<u>46,307</u>	<u>46,307</u>	<u>21,418</u>	<u>216.21</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	210,291	210,291	185,000	113.67	7,970	7,970	6,100	130.66
Plus: Revenues	4,902	4,902	276,280	1.77	38	38	5,184,828	0.00
Less: Expenditures	31,420	31,420	313,323	10.03	-	-	4,371,000	-
Ending Fund Balance	<u>183,773</u>	<u>183,773</u>	<u>147,957</u>	<u>124.21</u>	<u>8,008</u>	<u>8,008</u>	<u>819,928</u>	<u>-</u>

Financial data as of July 31, 2023, continued

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

General Fund	2,279,378	Warrenton Marina	588,568	Storm Sewer	2,053,877
WBL	142,123	Hammond Marina	402,837	Sanitation Fund	530,257
Building Department	563,720	Water Fund	1,570,357	Community Center	47,814
State Tax Street	3,425,907	Sewer Fund	3,340,830	Library	184,199

Warrenton Urban Renewal Agency

Capital Projects	61,401
Debt Service	2,325,907

General Fund Revenues	Collection Frequency	Actual as a		Collections/Accruals		(over) under budget
		2023-2024 Budget	% of Current Budget	Year to date		
				July 2023	July 2022	
Property taxes-current	AP	1,347,187	0.00	-	-	1,347,187
Property taxes-prior	AP	30,000	0.00	-	15,001	30,000
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	628,000	0.07	461	164	627,539
COW - franchise fees	M	331,911	9.32	30,933	27,037	300,978
Transient room tax	Q	648,269	0.06	421	-	647,848
Liquor licenses	A	625	0.00	-	-	625
State revenue sharing	MQ	209,754	0.00	-	-	209,754
Municipal court	M	103,200	7.08	7,304	4,879	95,896
Planning Fees	I	107,000	0.82	875	495	106,125
Police charges	I	25,000	9.78	2,446	2,478	22,554
Fire charges	SM, I	115,624	0.09	100	275	115,524
Park charges	I	-	0.00	255	50	-
Housing rehab loan payments	I	-	0.00	-	-	-
Miscellaneous	I	3,000	102.50	3,075	506	(75)
Interest	M	50,000	18.12	9,061	2,200	40,939
Lease receipts	M	221,913	8.25	18,301	18,876	203,612
Food pod receipts	M	-	0.00	2,045	-	(2,045)
Proceeds from sale of assets	I	-	0.00	3,585	-	(3,585)
Grants	I	-	0.00	-	-	-
Sub-total		3,821,483	2.06	78,862	71,961	3,742,621
Transfers from other funds	I	974,812	0.00	344	-	974,468
Overhead	M	1,496,499	13.17	197,052	192,395	1,299,447
Total revenues		6,292,794	4.39	276,258	264,356	6,016,536

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, 2024. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: September 26, 2023
 RE: August 2023 Stats Report

Upcoming Dates:

- 09/27 911 Subscriber Board
- 09/27 – 09/28 Chief & Pierce @ OACP Fall Conf.
- 10/02 CERT Meeting
- 10/04 Coffee w/Cop @ Anchor Academy

Highlights Since the Last Report:

- 08/25 WGS Community Resource Fair
- 08/28 WMS Teacher Inservice Presentation
- 08/29 WGS Teacher Inservice Presentation
- 09/04 CERT Meeting
- 09/11 VFW Auxiliary Basket Presentation
- 09/12 Chief attended Insight vs Hindsight Webinar
- 09/15 WPD helped with WHS Tsunami Drill
- 09/21 LEA Meeting

Traffic Statistic Highlights:

- Five (5) DUII Arrests (5-Alcohol, 0-Drugs)
- Eighteen (18) Driving While Suspended Citations/Arrests
- One (1) Hit and Run Arrest/Citation
- Three (3) Reckless/Careless Driving Arrest/Citation
- Thirteen (13) Speeding Citations
- Four (4) Fail to Yield Citations
- One (1) Following Too Close Citation
- Nineteen (19) Insurance Citations
- One (1) Interlock Device Citation
- Two (2) Driver's License Citations
- One (1) Registration Citation
- One Hundred Sixty-Seven (167) other Citations and Warnings
- Seventeen (17) Accident Investigations

**TRAFFIC
STATISTICS**

Overall Statistics:

Category	August Statistics (% changes are compared to 2023)						
	2023	2022	% Chg	2021	% Chg	2020	% Chg
Calls for Service	959	824	16%	834	15%	856	12%
Incident Reports	232	224	4%	207	12%	216	7%
Arrests/Citations	156	154	1%	160	-3%	172	-9%
Traffic Stops/ Events	285	203	40%	159	79%	236	21%
DUII's	5	3	67%	4	25%	2	150%
Traffic Accidents	17	23	-26%	22	-23%	30	-43%
Property Crimes	102	133	-23%	115	-11%	130	-22%
Person Crimes	81	87	-7%	91	-11%	73	11%
Drug/Narcotics Calls	5	6	-17%	1	400%	7	-29%
Animal Calls	36	25	44%	31	16%	21	71%
Officer O.T.	156.75	238	-34%	169.5	-8%	137.16	14%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	717	629	656	724	826	771	853	959	
Incident Reports	194	182	212	190	211	206	193	232	
Arrests/Citations	103	122	119	85	127	87	116	156	
Traffic Stops/ Events	218	208	144	161	258	144	216	285	
DUII's	3	1	1	2	1	2	1	5	
Traffic Accidents	25	10	14	20	12	10	16	17	
Property Crimes	69	94	87	77	91	117	91	102	
Person Crimes	64	57	61	62	74	60	81	81	
Drug/Narcotics Calls	5	1	3	5	2	9	9	5	
Animal Calls	19	22	26	22	30	40	37	36	
Officer O.T.	144.25	181.5	116.75	63.5	84.25	94	85.25	156.75	
Reserve Hours	0	0	0	0	0	0	0	0	

Oct	Nov	Dec	2023 YTD	2023 Estimate	2022	2023 v. 2022	2021	2023 v. 2021	2020	2023 v. 2020
			6135	9203	8050	14%	8669	6%	7955	16%
			1620	2430	2484	-2%	3160	-23%	2447	-1%
			915	1373	1602	-14%	2020	-32%	1891	-27%
			1634	2451	1848	33%	2088	17%	1594	54%
			16	24	34	-29%	30	-20%	27	-11%
			124	186	168	11%	182	2%	229	-19%
			728	1092	1204	-9%	1267	-14%	1192	-8%
			540	810	811	0%	1013	-20%	830	-2%
			39	59	40	46%	36	63%	65	-10%
			232	348	273	27%	253	38%	207	68%
			926.25	1389	2212.83	-37%	1503.14	-8%	2075.39	-33%
			0	0	0	0%	0	0%	12.5	-100%

Homeless Incidents	2023	2022	2021	2020
Code 40 (Normal)	57	40	42	36
Code 41 (Aggressive)	4	8	3	2

Elk Incidents	2023	2022	2021
Interaction:	4	3	2
Traffic Accidents:	0	1	0
Traffic Complaints:	3	0	1
Total:	7	4	3



4.0
ADD

WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Shane Dean

ADDRESS: 90537 Par Rd. Warrenton, OR 97146

EMAIL: Shane.a.dean@icloud.com

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) N

BRIEFLY DESCRIBE YOUR TOPIC: Fire suppression water supply to
new High Life building.

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



4.0
ADD

WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Samuel Sadtler

ADDRESS: 1272 SE King

EMAIL: SamuelSadtler3@gmail.com

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) Y

BRIEFLY DESCRIBE YOUR TOPIC: Jetty & King Sewer

PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING

Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Esther Moberg, City Manager
DATE: September 26, 2023
SUBJ: Discussion County biodigester feasibility study request

SUMMARY

The County has asked whether the City is interested in putting \$50,000 toward a feasibility study of the potential co-located biodigester. We do not currently have this budgeted however we could spend this from current budget operations. I do know the City Commission has expressed interest in this private/public partnership if a private entity were to build and run a biodigester co-located near our wastewater treatment plant. I didn't know if the Commission wanted to budget some or all of the money that was requested, keeping in mind this may money away from other projects.

While my understanding is that the City does want to support this project, it is my understanding the City will not be the one spearheading or funding it. We may want to put some money toward it, but I am unclear on direction the Commission would like to take.

RECOMMENDATION/SUGGESTED MOTION

I move to approve spending \$25,000 toward the Clatsop County biodigester feasibility study. The money will be taken from the current budget year operations budget and will not increase appropriations.

ALTERNATIVE

1) Other action as deemed appropriate by the City Commission

2) None recommended

FISCAL IMPACT

If a monetary amount is approved this would reduce the contingency fund for the wastewater treatment plant.

Approved by City Manager: _____

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

Dawne Shaw

From: Esther Moberg
Sent: Tuesday, September 19, 2023 8:14 AM
To: Dawne Shaw
Subject: FW: Phase II Feasibility Study Biodigester

Follow Up Flag: Follow up
Flag Status: Completed

From: Monica Steele <msteele@clatsopcounty.gov>
Sent: Friday, August 25, 2023 3:06 PM
To: Esther Moberg <emoberg@ci.warrenton.or.us>
Subject: RE: Phase II Feasibility Study Biodigester

Hi Esther,

We can't move forward with private developers until the feasibility phase has been completed because they need to know if it will even pencil out for them to do. Brittany and Anna with NW Natural have been a part of these ongoing conversations and what they will cover as a private partner is only the construction/operation of the interconnection, they can't cover the cost of the biodigester so we still need to identify a partner for that portion of the project, which again, they need to know the feasibility of it penciling out from a cost benefit perspective before committing.

Monica Steele
Assistant County Manager
Clatsop County
503-325-1000 x1306
Cell: 503-440-8632
msteele@ClatsopCounty.gov

DISCLOSURE NOTICE: Messages to and from this email address may be subject to Oregon Public Records Law.

From: Esther Moberg <emoberg@ci.warrenton.or.us>
Sent: Friday, August 25, 2023 2:11 PM
To: Monica Steele <msteele@clatsopcounty.gov>
Subject: RE: Phase II Feasibility Study Biodigester

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Monica, let me chat with staff and the commission and get back to you. My understanding currently is that we welcome having a private developer and the city would support having this in Warrenton, I'm just not sure how much investment we are planning on with our current project of a new Wastewater treatment plant pressing. Let me get back to you soon. I don't know if you received the information but we did do a site tour with NW Natural who might be interested in being the biodigester builder/partner and also another group reached out (now I'm forgetting the name) who has been part of this conversation. IS this preliminary phase too soon for some of these private entities to get on board?

Thanks,

Esther Moberg

City Manager
City of Warrenton
971-286-2017 (new #)
emoberg@ci.warrenton.or.us
<https://www.ci.warrenton.or.us/>



“Making a difference through excellence of service”

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From: Monica Steele <msteele@clatsopcounty.gov>
Sent: Friday, August 25, 2023 7:42 AM
To: Esther Moberg <emoberg@ci.warrenton.or.us>
Subject: Phase II Feasibility Study Biodigester

Good Morning Esther,

The County is continuing to try to move forward with the phase II feasibility study for the Biodigester project. As previously mentioned the cost is \$200,000 and we have a \$100,000 grant from Energy Trust to complete this next phase. The County is still looking to community partners to come up with another \$50,000. Unfortunately many of the grant cycles that would cover the planning phase don't open until closer to the end of the calendar year and we want to make sure we get this phase of work completed sooner rather than later so that we can meet the deadline to apply for the IRA federal funding.

Would the City of Warrenton be able to contribute funds toward the second phase of this project?

Please let me know if you have any questions.

Thanks,

Monica Steele
Assistant County Manager
Clatsop County
503-325-1000 x1306
Cell: 503-440-8632
msteele@ClatsopCounty.gov

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AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Don Beck, Interim Harbormaster
 DATE: September 26, 2023
 SUBJ: Hammond Marina Bank Stabilization – Intent to Pursue Bids

SUMMARY

Pursuant to the approved budget, the City of Warrenton Marinas Department is preparing bid documents with North Coast Civil Design for the Hammond Bank Stabilization Project. The Hammond Bank Stabilization is a critical project for the Hammond Marina after winter storms and high-water events eroded the Northwest and South banks of the Marina. The Marina Department intends to pursue construction bids for the Hammond Bank Stabilization Project.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve staff to pursue construction bids for the Hammond Bank Stabilization project, according to the 2023-2024 approved budget."

ALTERNATIVE

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

FISCAL IMPACT

The approved 2023-2024 budget has \$200,000 allocated to this project.

Approved by City Manager: _____

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



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Jay Blake, Planning Director *Jay Blake*
 DATE: September 26, 2023
 SUBJ: Declaration of Public Nuisance
 Paul Leitch, Thompson Harbor Drive Rentals, LLC
 Parcel No.: 81022DB03700, 3800, 3900, 4000, 4100, 5000, 5100, 5200, 5300
 Address: 925-957 East Harbor Drive

The above-referenced properties were notified in April that a violation to Section 8.16.120 existed on the property. No improvement to the site occurred during this interim timeframe. The most recent inspection revealed that additional junk vehicles have been placed on the property, including a boat, camper van, and numerous unlicensed or inoperable vehicles. See the attached photos. The property owner initially responded that the issue would be corrected.

Staff sent written certified letter and posted the site on Tuesday, September 19, 2023 and scheduled this item before the City Commission.

Staff believes that the condition of the property meets the definition of a public nuisance. See the attached notice from September 19, 2023. The City Commission may by motion direct staff to order the abatement of the nuisance pursuant to Section 8.16.160.

Recommended Motion:

I move that the Warrenton City Commission declare a public nuisance exists at 925-957 East Harbor Drive Warrenton, OR 97146 and direct staff to move forward with the appropriate abatement procedures or citations as outlined in the municipal code.

FISCAL IMPACT

There is a potential cost for abatement that will need to be determined if the property owner fails to remove the nuisance.

Approved by City Manager: Esther Moberg

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



CERTIFIED LETTER

September 19, 2023

Paul Leitch
PO Box 566
Warrenton, Oregon 97146

RE: Violation of Section 8.16.120 of the Warrenton Municipal Code
Parcel Numbers: 81022BD03800, 81022BD03900, 81022BD04000, 81022BD04100,
81022BD05000, 81022BD05100, 81022BD05200. Address 925 – 957 East Harbor Drive

Dear Mr. Leitch:

This is the second notification of the violation of the Warrenton Municipal Code. Earlier this year, the City of Warrenton received a complaint about the storage of abandoned, unlicensed or junk vehicles on your property between NE Railroad Avenue and East Harbor Drive. City staff has inspected the site on several occasions and found that numerous unlicensed or inoperable vehicles are being kept at this site and potentially within public road right-of-way.

You were notified of this situation and asked to remove the junk vehicles from the property and adjacent public right-of-way.

This is in violation of Chapter 8.16 of the Warrenton Municipal Code

8.16.120 Junk.

A. No person shall keep junk outdoors on a street, lot, or premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.

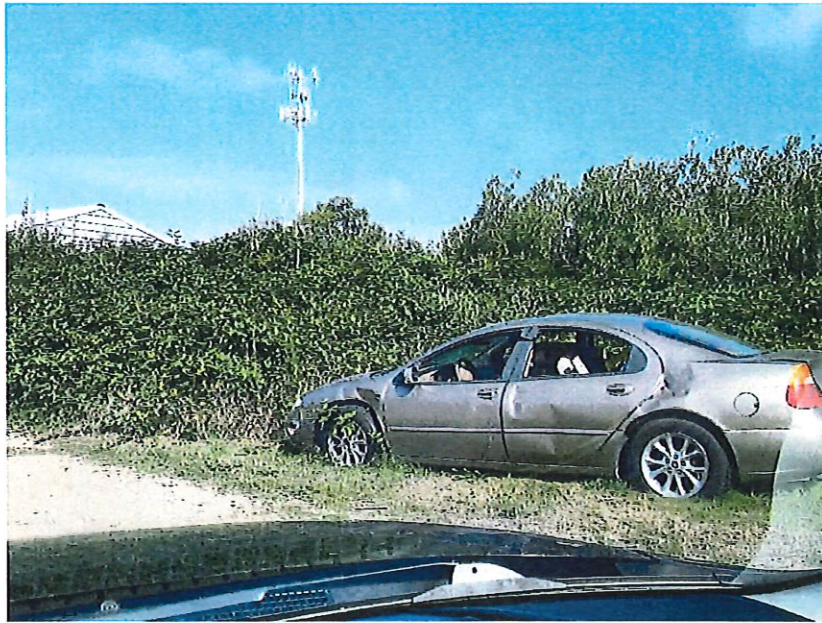
B. The term “junk,” as used in this section, means and includes all old motor, old motor vehicle parts, abandoned automobiles, old machinery, old

machinery parts, old appliances, parts, old iron or other metal, glass, paper, lumber, wood or other waste or discarded material.

C. The term “abandoned automobiles”, as used in this section, means inoperable and/or unregistered vehicles on private property. (Ord. 1229 § 1, 2019; Ord. 848-A § 22, 1989)

The site was re-inspected several times over the past few months and no progress has been made to clear the site of the junk vehicles. See the attached photos taken on September 19, 2023.





The number of inoperable or unlicensed vehicles has actually increased from the original inspections in April of this year.

As such, I am forced to place this on the agenda for the September 26, 2023 City Commission as a potential declaration of a public nuisance pursuant to Section 8.16.150 of the Warrenton Municipal Code.

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At that time, the City Commission may order the clean-up of the property or the Warrenton Police Department may issue citations of violation of the municipal code.

Sincerely,

A handwritten signature in green ink that reads "Jay Blake". The signature is written in a cursive, flowing style.

Jay Blake
Planning Director

jblake@ci.warrenton.or.us



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: September 26, 2023
 SUBJ: Approval to start RFEI process for Hammond Marina

SUMMARY

The Commission approved a draft RFEI proposal at the last meeting for the City's Hammond Marina lease area. The City Manager is looking for final approval to open up the RFEI process.

RECOMMENDATION/SUGGESTED MOTION

I move to start the official RFEI process as outlined in the attached packet.

ALTERNATIVE

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

FISCAL IMPACT

None at this time.

Approved by City Manager: _____

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

Proposed Lease
Development Area

Reserved for City Use





REQUEST FOR EXPRESSION OF INTEREST (RFEI)

**For the City of Warrenton
Hammond Marina commercially
leased property**

Esther Moberg, City Manager
City of Warrenton
PO Box 250
Warrenton, OR 97146
971-286-2017

Deadline for Submittals: November 6th, 2023

For more information:
www.ci.warrenton.or.us/hammondmarinaproject

Table of Contents

- I. Project Introduction: Development Offering Overview
- II. Deal Structure and Financial Partnership
- III. Context: The Site & The City
- IV. Selection Criteria & Process
- V. Submission Requirements
- VI. General Conditions

I. Project Introduction: Development Offering Overview

The Commission of the City of Warrenton seeks Expressions of Interests from creative, experienced developers to redevelop the Hammond Marina commercial lease site with a multi-business or partnership plan. The site is approximately 1.3 acres and consists currently of 3 buildings and part of an adjacent fenced yard. See attached map or drawing. Developers may propose use or development of the entire site, or only a portion of it.

In recent years, a plan to redevelop the Hammond Marina area has been proposed by the Marina Advisory Committee and a Marina Task force. Future development plans for the Hammond Marina area include a potential fishing pier, small boutique motel or conference center, and a significant redevelopment and expansion of the park and camping areas. There is a plan to bring an Urban Renewal to the Hammond area sometime after 2027 once the Urban Renewal in downtown Warrenton has ended.

This development is located near a community hub for recreational fishing and boat launch. In the summer, Buoy 10 fishing, dry camping, and launch boats fill the marina. The City of Warrenton has within its boundaries three marinas. The marina's focus currently is a community hub for recreational fishing.

The City of Warrenton Commission, Marina Advisory Board, and City staff see the Hammond Marina as an area that is poised for significant redevelopment and the potential for being a key focus in reinventing the historic Hammond area of Warrenton. The Commission envisions a potential commercial redevelopment that could include opportunities like a boat yard, boutique motel, small shops, bait shop, fish market, and/or other businesses focused on being the entryway to the Hammond Marina.

This offering is intended to be flexible. The Commission is not seeking completely detailed proposals or architectural plans for the site, although it will not reject any specific proposals that developers or others may seek to put forward. Rather, the Commission seeks Business plans or expressions of

interest from qualified developer teams who have a compelling vision which supports the Commission's intentions for the site (including preliminary thoughts about business offerings, phasing, and deal structure) and who can demonstrate the capacity and experience to deliver. The Commission encourages partnerships that work with local businesses and entities to reinvest back into our community.

The Commission seeks a team that can demonstrate the capacity to deliver a project that best fulfills the vision and goals as expressed in the Selection Criteria.

This Request for Expression of Interest (RFEI) sets forth the Commission's intentions for the project including the selection criteria, selection process, other information, and requirements. Once it has selected a preferred team, the Commission intends to enter exclusive negotiations with that team with a goal of executing a binding development agreement by January 1, 2024, and with a construction start in early to mid-2024.

The deadline for responses to this RFEI is Monday, November 6th, by 5pm.

Responses should be addressed to:

Esther Moberg, City Manager

PO Box 250

Warrenton, OR 97146

emoberg@ci.warrenton.or.us

971-286-2017

The Commission will conduct a pre-submittal meeting on October 17th at 2pm, followed by a tour of the site. The meeting will take place at City Hall (225 S. Main Ave). The meeting will also take place on Zoom, for those who can't attend in person. At the meeting, Commission staff will provide a project overview, discuss goals and expectations, and review the RFEI process and selection criteria. This meeting is not mandatory, but prospective respondents to this RFEI are strongly encouraged to attend. Those who wish to participate either in person or by zoom must register by October 10th at 5pm. Please register by emailing dshaw@ci.warrenton.or.us.

II. Deal Structure & Financial Partnership

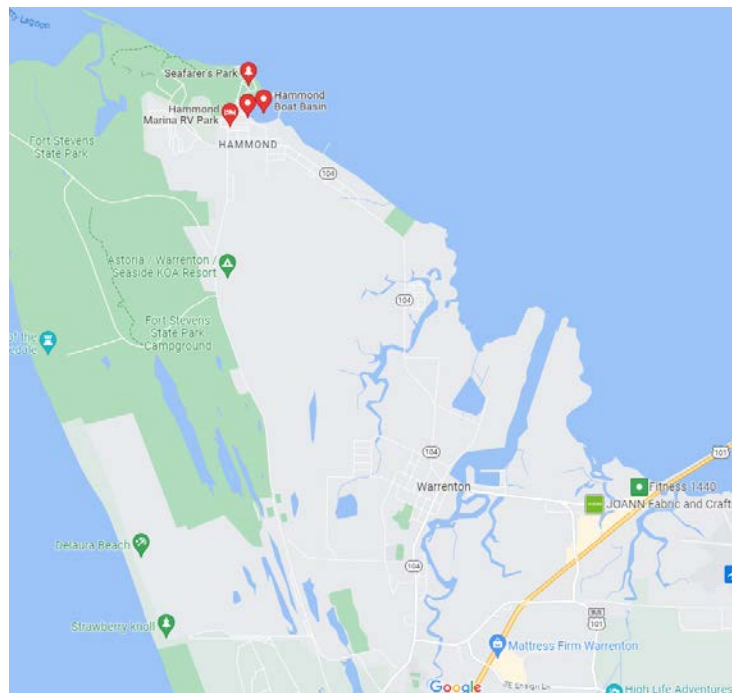
The City of Warrenton cannot sell the land this lease is on. The land has a reversionary clause with the United States Army Corps of Engineers. The following are the options that are available:

Ground lease/Long term lease: The Commission enters into a long-term lease agreement with the developer team.

Joint Venture: The Commission enters into a joint venture with the selected developer team, with the land serving as the Commission's contribution to the JV.

III. Context: The Site & The City

This site has been underutilized in the past with a goal primarily to just provide bait to the local fisherman. In future, the ability to pivot this site to encompass a hub for the marina while also attracting community members and fishing visitors should be keys to the development. The City would like to see a more diverse business model with a primary focus on what attracts people to the riverfront/marina area.





IV. Selection Criteria & Process

Selection will be based on the ability of the proposal to execute what the City Commission sees as the future of the Hammond Marina area. With the intention to bring in the anticipated marina focused business and attracting the community to utilize this area better, the hope is a revitalization of the area for business and community use.

V. Submission Requirements

Packets should include scope of interest including what type of partnership and how the area would be successfully developed by the interested parties, previous successful projects (if appropriate), funding sources, and a full preliminary business plan. Submissions should include specific design themes of the development. The vision of this project should be that of a new and fresh approach to the marina that is also in keeping with the style and function of the areas of Hammond and Warrenton as a whole.

VII. General Conditions

The Commission will conduct a pre-submittal meeting on October 17th at 2pm, followed by a tour of the site. The meeting will take place at City Hall (225 S. Main Ave). *(The site visit is at the Hammond Marina area)* The meeting will also take place on Zoom, for those who can't attend in person. At the meeting, Commission staff will provide a project overview, discuss goals and expectations, and review the RFEI process and selection criteria. This meeting is not mandatory, but prospective respondents to this RFEI are strongly encouraged to attend. Those who wish to participate either in person or by zoom must register by October 10th at 5pm.

The deadline for responses to this RFEI is Monday, November 6th, by 5pm.

Responses should be addressed to:

Esther Moberg, City Manager

PO Box 250

Warrenton, OR 97146

emoberg@ci.warrenton.or.us

971-286-2017

This Request for Expression of Interest (RFEI) sets forth the Commissions intentions for the project including the selection criteria, selection process, other information, and requirements. Once it has selected a preferred team, the Commission intends to enter exclusive negotiations with that team with a

goal of executing a binding development agreement by January 31, 2024, and with an anticipated construction start in early to mid-2024.



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: September 26, 2023

SUBJ: Goods Contract for Purchase of Two 2023 Chevrolet Tahoe Patrol Vehicles

SUMMARY

The Warrenton Police Department budgeted for two 2023 Chevrolet Tahoe 4x4 patrol vehicles to replace two older patrol vehicles. Tonkin Hillsboro Chevrolet has the State Contract (#) to sell Chevrolet Police vehicles. The current contract price is \$45,770 plus the Oregon Corporate Activity tax of \$184.00, and the Oregon Privelege tax of \$229.00 for each vehicle for a total of **\$92,366.00**.

RECOMMENDATION/SUGGESTED MOTION

Approve the Goods and Services contract between Tonkin Hillsboro Chevrolet and the City to purchase two 2023 Chevrolet Tahoe Patrol Vehicles and to have the Mayor sign the contract.

"I move to approve the Goods and Services contract between Tonkin Hillsboro Chevrolet and the City of Warrenton to purchase two 2023 Chevrolet Tahoe 4x4 patrol vehicles and to have the Mayor sign the contract."

ALTERNATIVE

Do not approve the contract and do replace the aging patrol vehicles.

FISCAL IMPACT

The purchase of the vehicle was budgeted in the FY 2023-2024 Budget for \$145,000 with the remainder of the funds to purchase and install equipment on the vehicles.

ATTACHMENTS:

- City of Warrenton Contract for Goods and Services to be signed by the Mayor with Exhibit A, the quote document from Tonkin Hillsboro Chevrolet.

Approved by City Manager: _____

Ether Macey

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

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Tonkin Hillsboro Chevorlet, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, under terms and conditions hereinafter described; and

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Tonkin Hillsboro Chevorlet)
 - A. CONTRACTOR shall provide goods and services for the City of Warrenton, as outlined in its attached COWPD09192023.1 & COWPD09192023.2 quote, dated September 19, 2023, and is attached hereto as Exhibit A.
 - B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION
 - A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$92,366 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONTRACTOR may submit invoice via email to ap@ci.warrenton.or.us. CITY pays net 21 upon receipt of invoice.
 - C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Chief Mathew Workman.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be _____.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONTRACTOR of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

- B. **Automobile Liability.** Contract shall obtain, at Contractor's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, Contractor shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.
- D. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from Contractor or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, copartnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or



INVOICE
COWPD09192023.1

DATE 9/19/2023

1084 SW Oak St
HILLSBORO, OR 97123

OPA 10700-00005272

Invoiced To
City of Warrenton Police Dept.
225 S Main Ave Warrenton, OR 97146

SOLD BY
Tonkin Hillsboro Chevrolet
1084 SW Oak St Hillsboro OR 97123

QUANTITY	DESCRIPTION	UNIT PRICE
1	2023 Chevrolet Tahoe Pursuit Black 1 of 2 VIN: 1GNSKLEDXPR445133	\$45,770.00
1	PRIV TAX	\$229.00
1	CAT TAX	\$184.00

TOTAL

\$46,183.00

EXHIBIT A (20F2)



A GEE AUTOMOTIVE COMPANY

INVOICE
COWPD09192023.2

DATE 9/19/2023

1084 SW Oak St
HILLSBORO, OR 97123

OPA 10700-00005272

Invoiced To
City of Warrenton Police Dept.
225 S Main Ave Warrenton, OR 97146

SOLD BY
Tonkin Hillsboro Chevrolet
1084 SW Oak St Hillsboro OR 97123

QUANTITY	DESCRIPTION	UNIT PRICE
1	2023 Chevrolet Tahoe Pur2 of 2 VIN: 1GNSKLED1PR445098	\$45,770.00
1	PRIV TAX	\$229.00
1	CAT TAX	\$184.00

TOTAL

\$46,183.00



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Greg Shafer, Public Works Director
 DATE: 09/26/2023
 SUBJ: 9th & Main Intersection- Singer Easement

SUMMARY

The intersection at 9th and Main does not allow for safe maneuvering of traffic or pedestrians due to the existing curb return configuration. The 9th and Main intersection will include reconstruction of the existing roadway, landscaping on both sides of the road, ADA-compliant curb returns, sidewalks, reconfiguration of the affected storm drainage system, signing, striping, and any additional minor improvements. Completion of this project requires the requested permanent easement encompassing approximately 200 square feet of the NE section of tax lot 81021DC06000.

RECOMMENDATION/SUGGESTED MOTION

"I move to accept the proposed 'Perpetual Easement for Right-of-Way and Utilities' for the Singer Easement, allowing for the construction of the 9th and Main Intersection, thereby improving the safe maneuvering of traffic and pedestrians at this intersection."

ALTERNATIVE

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

FISCAL IMPACT

The City will pay the Grantor, Gary Singer, a sum of \$7,000.00 within thirty days of the Grantee's execution and recording of 'Perpetual Easement for Right-of-Way and Utilities'.

Approved by City Manager: _____

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

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

After recording return to:
City of Warrenton
PO Box 250
Warrenton, OR 97146

PERPETUAL EASEMENT FOR RIGHT-OF-WAY AND UTILITIES

Gary J. Singer, as trustee for the **Gary J. Singer Revocable Living Trust**, ("Grantor"), grants and conveys to the **City of Warrenton**, an Oregon municipal corporation ("City" or "Grantee"), the following easements for right-of-way and utility purposes.

The consideration for this conveyance is Seven Thousand Dollars (\$7,000.00), to be paid by Grantee to Grantor within thirty (30) days of Grantee's execution and recording of this instrument. Grantor agrees that this consideration is full and just compensation for the property rights conveyed and transferred to Grantee, including any and all damages, if any, to Grantor's remaining property resulting from the rights conveyed and transferred to Grantee. This easement does not alter or change the existing zoning classification of the property described herein. The purpose of this easement is solely for the specified use and access rights and the easement is not a basis for the city or any other relevant authority to modify or amend the current zoning designation.

RIGHT-OF-WAY

Grantor dedicates, grants and conveys to Grantee a perpetual right-of-way easement for Grantee, its employees, agents or contractors to construct, grade, improve, replace, operate and maintain a public right-of-way, including roads, curbs, sidewalks, ramps, signage and striping (and such utility and other elements or improvements the Grantee reasonably determines to be compatible with its rights under this easement) across, under, within, through and over the property described in Exhibit A and graphically depicted in Exhibit B, attached and incorporated hereto (the "ROW"). Within the ROW, Grantor shall remain responsible for landscape maintenance and future replacement of landscaping.

PERMANENT UTILITY EASEMENT

Grantor grants and conveys to Grantee, its employees, agents, contractors, franchisees and all other public utility providers authorized to provide utility services to residents and property owners (collectively the "Utility Providers"), a permanent public utility easement for constructing, installing, replacing, operating, repairing, locating and maintaining utilities including but not limited to water, sanitary sewer, electricity, storm-water and/or telecommunications facilities across, under, within, through and over the property described in Exhibit A and graphically depicted in Exhibit B attached and incorporated hereto (the "PUE"). Pursuant to this grant and conveyance, Utility Providers have the perpetual right to enter upon the PUE in such a manner and at such times as they determine reasonably necessary for surveying, constructing, installing, replacing, operating, maintaining, repairing and locating utilities within the PUE.

GENERAL TERMS

Grantor, its successors and/or assigns will not interfere with use of the ROW or PUE or the rights granted through this document and agrees not to build, construct, improve and/or plant (or permit

or allow others to do so) any structures, edifices, plants or other objects within the areas of the ROW and PUE.

Grantor represents and warrants that it is the fee title owner of the property subject to the ROW and PUE, that it has the legal right to convey the property interests covered by the terms of this instrument, and that the property subject to the ROW and PUE is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the rights herein granted from all lawful claims whatsoever.

The individuals signing on behalf of Grantee and Grantor below are authorized by their respective principals, if any, to execute this instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the above-named Grantor has caused this instrument to be signed.

Dated: _____, 2023

GRANTOR: Gary J. Singer Revocable Living Trust

By: _____
Gary J. Singer, Trustee

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me this ____ day of _____, 2023, by Gary J. Singer, who being sworn, stated that he is the trustee of the Gary J. Singer Revocable Living Trust, and it is his voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

Accepted on behalf of the City of Warrenton, Oregon

By: _____

Dated: _____

LEGAL DESCRIPTION
EASEMENT

Exhibit A

COMMENCING AT THE NORTHWEST CORNER OF LOT 2, BLOCK 6, SKIPANON ADDITION TO ASTORIA LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 10 WEST, W.M. IN THE CITY OF WARRENTON, CLATSOP COUNTY, OREGON

THENCE SOUTH 89°28'58" EAST ALONG THE SOUTH RIGHT OF WAY OF SOUTHWEST NINTH STREET, A DISTANCE OF 22.60 FEET TO THE **POINT OF BEGINNING**;

THENCE SOUTH 89°28'58" EAST ALONG SAID RIGHT OF WAY, A DISTANCE OF 20.00 FEET TO THE WESTERLY RIGHT OF WAY OF MAIN AVENUE;

THENCE SOUTHERLY ALONG THE WESTERLY RIGHT OF WAY OF MAIN AVENUE ALONG A NON TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1520.48 FEET THROUGH A CENTRAL ANGLE OF 00°45'13", AN ARC DISTANCE OF 20.00 FEET (THE LONG CHORD OF WHICH BEARS SOUTH 02°51'26" EAST FOR A DISTANCE OF 20.00 FEET.

THENCE LEAVING SAID RIGHT OF WAY, NORTH 46°08'21" WEST, A DISTANCE OF 29.10 FEET TO THE **POINT OF BEGINNING**.

BEARINGS BASED ON OREGON NORTH STATE PLANE COORDINATE SYSTEM, NORTH ZONE NAD83(2011)

CONTAINING 200 SQUARE FEET MORE OR LESS

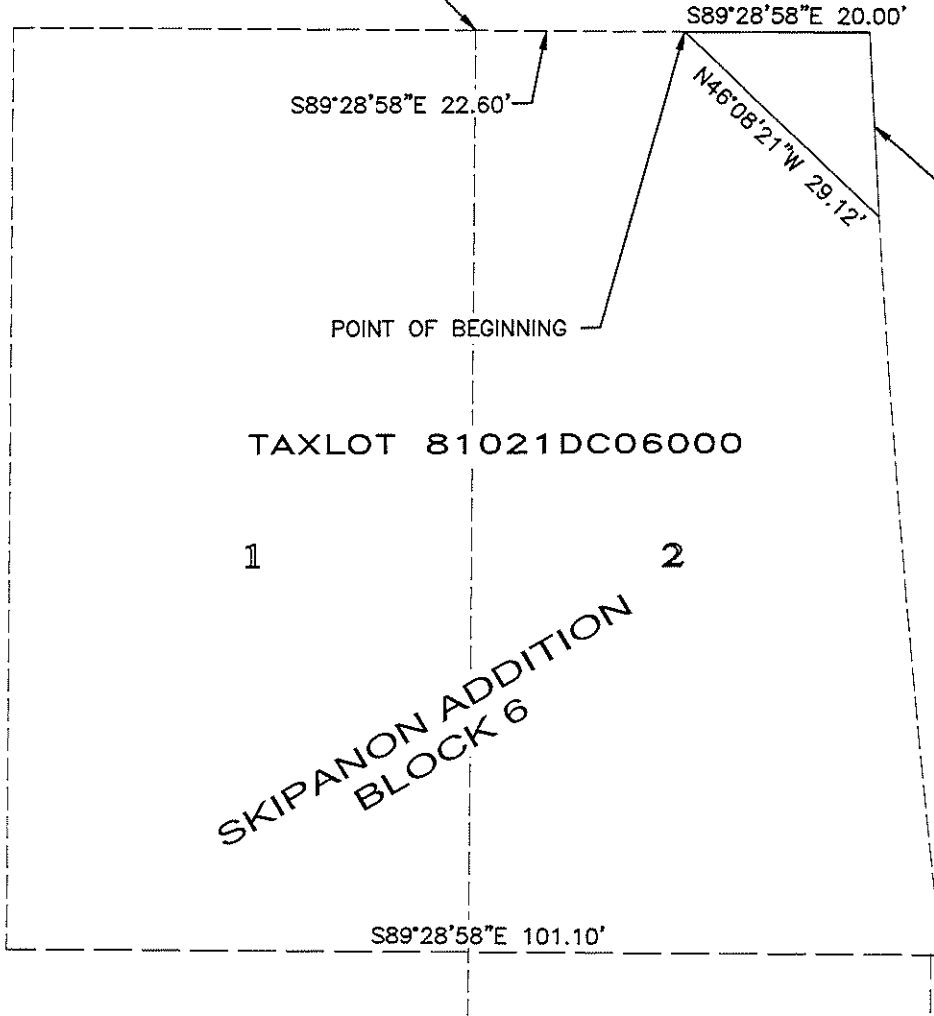
POINT OF COMMENCEMENT

SW 9TH ST

EASEMENT EXHIBIT

LOT 2, BLOCK 6 SKIPANON ADDITION TO ASTORIA, SE 1/4-OF SECTION 21, TOWN 8 NORTH, RANGE 10 WEST. W.M.

CITY OF WARRENTON, CLATSOP COUNTY, OREGON



S89°28'58"E 22.60'

S89°28'58"E 20.00'

N46°08'21"W 29.12'

L=20.00', R=1520.48'
Δ=0°45'13"
CHORD=20.00'
S2°51'26"E

POINT OF BEGINNING

TAXLOT 81021DC06000

1

2

SKIPANON ADDITION
BLOCK 6

S89°28'58"E 101.10'

MAIN AVENUE

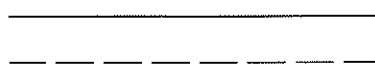
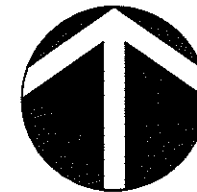
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack L. White II

OREGON
SEPTEMBER 10, 2019
JACK L. WHITE II
91987PLS

EXPIRES 6/30/24

1 INCH = 20 FEET



EASEMENT

LOT/PARCEL LINE

S&F Land Services

Date: 08/09/2023
Proj No: 23-032-05

1725 N ROOSEVELT DR, STE
B, SEASIDE, OR 97138
(503) 738-3425

www.sflands.com
info@sflands.com



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: 09/26/2023
SUBJ: 9th & Main Intersection- Alcobendas Easement

SUMMARY

The intersection at 9th and Main does not allow for safe maneuvering of traffic or pedestrians due to the existing curb return configuration. The 9th and Main intersection will include reconstruction of the existing roadway, landscaping on both sides of the road, ADA-compliant curb returns, sidewalks, reconfiguration of the affected storm drainage system, signing, striping, and any additional minor improvements. Completion of this project requires the requested permanent easement encompassing approximately 721 square feet of the E to SE section of tax lot 81021DC02100.

RECOMMENDATION/SUGGESTED MOTION

"I move to accept the proposed 'Perpetual Easement for Right-of-Way and Utilities' for the Alcobendas Easement, allowing for the construction of the 9th and Main Intersection, thereby improving the safe maneuvering of traffic and pedestrians at this intersection."

ALTERNATIVE

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

FISCAL IMPACT

The City will pay the Grantor(s), Floremor V. Alcobendas Jr and Marlene Alcobendas, a sum of \$13,950.00 within thirty days of the Grantee's execution and recording of 'Perpetual Easement for Right-of-Way and Utilities'.

Approved by City Manager:

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

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

After recording return to:
City of Warrenton
PO Box 250
Warrenton, OR 97146

PERPETUAL EASEMENT FOR RIGHT-OF-WAY AND UTILITIES

Floremor V. Alcobendas Jr. and Marlene Alcobendas, (collectively referred to as "Grantor"), grants and conveys to the **City of Warrenton**, an Oregon municipal corporation ("City" or "Grantee"), the following easements for right-of-way and utility purposes.

The consideration for this conveyance is Thirteen Thousand Nine Hundred and Fifty Dollars (\$13,950.00), to be paid by Grantee to Grantor within thirty (30) days of Grantee's execution and recording of this instrument. Grantor agrees that this consideration is full and just compensation for the property rights conveyed and transferred to Grantee, including any and all damages, if any, to Grantor's remaining property resulting from the rights conveyed and transferred to Grantee.

RIGHT-OF-WAY

Grantor dedicates, grants and conveys to Grantee a perpetual right-of-way easement for Grantee, its employees, agents or contractors to construct, grade, improve, replace, operate and maintain a public right-of-way, including roads, curbs, sidewalks, ramps, signage and striping (and such utility and other elements or improvements the Grantee reasonably determines to be compatible with its rights under this easement) across, under, within, through and over the property described in Exhibit A and graphically depicted in Exhibit B, attached and incorporated hereto (the "ROW").

During initial construction within the ROW, City will remove and reinstall existing fencing, cmu block border, landscape features, plants, and ground cover to a condition that is the same or better than the condition of those items when initial construction begins. During initial construction, the City will also install a decorative face ecology block wall adjacent to the central segment of the easement. During initial construction, the City and Grantor will also coordinate the placement of landscaping on Grantor's property outside of the easement. Grantor shall remain responsible for the ongoing maintenance and future replacement of the fencing, cmu block border, landscape features, plants, block wall and ground cover.

PERMANENT UTILITY EASEMENT

Grantor grants and conveys to Grantee, its employees, agents, contractors, franchisees and all other public utility providers authorized to provide utility services to residents and property owners (collectively the "Utility Providers"), a permanent public utility easement for constructing, installing, replacing, operating, repairing, locating and maintaining utilities including but not limited to water, sanitary sewer, electricity, storm-water and/or telecommunications facilities across, under, within, through and over the property described in Exhibit A and graphically depicted in Exhibit B attached and incorporated hereto (the "PUE"). Pursuant to this grant and conveyance, Utility Providers have the perpetual right to enter upon the PUE in such a manner and at such times as they determine reasonably necessary for surveying, constructing, installing, replacing, operating, maintaining, repairing and locating utilities within the PUE.

GENERAL TERMS

Grantor, its successors and/or assigns will not interfere with use of the ROW or PUE or the rights granted through this document and agrees not to build, construct, improve and/or plant (or permit or allow others to do so) any structures, edifices, plants or other objects within the areas of the ROW and PUE.

Grantor represents and warrants that it is the fee title owner of the property subject to the ROW and PUE, that it has the legal right to convey the property interests covered by the terms of this instrument, and that the property subject to the ROW and PUE is free from all encumbrances, except for easements, conditions and restrictions of record, and will warrant and defend the rights herein granted from all lawful claims whatsoever.

The individuals signing on behalf of Grantee and Grantor below are authorized by their respective principals, if any, to execute this instrument.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the above-named Grantor has caused this instrument to be signed.

Dated: _____, 2023

GRANTOR: Floremor V. Jr. and Marlene Alcobendas

By: _____
Floremor V. Alcobendas Jr.

By: _____
Marlene Alcobendas

STATE OF OREGON, County of _____) ss.

This instrument was acknowledged before me this ____ day of _____, 2023, by Floremor V. Alcobendas Jr. and Marlene Alcobendas, who being sworn, stated that it is their voluntary act and deed.

Notary Public for Oregon
My commission expires: _____

Accepted on behalf of the City of Warrenton, Oregon

By: _____

Dated: _____

LEGAL DESCRIPTION
EASEMENT**Exhibit A**

COMMENCING AT THE NORTHEAST CORNER OF LOT 2, BLOCK 3, MAITERS ADDITION TO ASTORIA, LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 10 WEST, W.M. IN THE CITY OF WARRENTON, CLATSOP COUNTY, OREGON

THENCE, SOUTH 00°20'28" WEST ALONG THE WEST RIGHT OF WAY OF MAIN AVENUE, A DISTANCE OF 51.23 FEET TO THE POINT OF BEGINNING;

THENCE, CONTINUING SOUTH 00°20'28" WEST A DISTANCE OF 48.77 FEET ALONG SAID RIGHT OF WAY TO THE NORTH RIGHT OF WAY OF SOUTHWEST NINTH STREET;

THENCE NORTH 89°39'32" WEST ALONG THE NORTH RIGHT OF WAY OF SOUTHWEST NINTH STREET A DISTANCE OF 53.55 FEET;

THENCE LEAVING SAID RIGHT OF WAY LINE, NORTH 00°58'33" EAST A DISTANCE OF 2.30 FEET;

THENCE NORTH 73°50'03" EAST A DISTANCE OF 7.84 FEET;

THENCE SOUTH 89°29'24" EAST A DISTANCE OF 5.57 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 38°25'58", AN ARC DISTANCE OF 23.81 FEET (THE LONG CHORD OF WHICH BEARS NORTH 71°18'39" EAST A DISTANCE OF 23.37 FEET);

THENCE NORTH 36°37'08" WEST A DISTANCE OF 2.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 37.28 FEET, THROUGH A CENTRAL ANGLE OF 21°40'03", AN ARC DISTANCE OF 14.10 FEET, (THE LONG CHORD OF WHICH BEARS NORTH 41°34'51" EAST A DISTANCE OF 14.01 FEET);

THENCE SOUTH 60°09'03" EAST A DISTANCE OF 2.05 FEET TO THE BEGINNING OF A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 35.50 FEET, THROUGH A CENTRAL ANGLE OF 28°47'35", AN ARC DISTANCE OF 17.84 FEET, (THE LONG CHORD OF WHICH BEARS NORTH 15°48'14" EAST A DISTANCE OF 17.65 FEET);

THENCE NORTH 01°25'09" EAST A DISTANCE OF 2.88 FEET;

THENCE NORTH 12°25'24" EAST A DISTANCE OF 5.72 FEET;

THENCE SOUTH 89°26'29" EAST A DISTANCE OF 2.60 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON OREGON STATE PLANE COORDINATE SYSTEM, NORTH ZONE, NAD83(2011)

CONTAINING 721 SQUARE FEET MORE OR LESS.

EASEMENT EXHIBIT B

LOT 1, BLOCK 3 MATIERS ADDITION TO ASTORIA, SE 1/4 OF SECTION 21, TOWN 8 NORTH, RANGE 10 WEST. W.M.

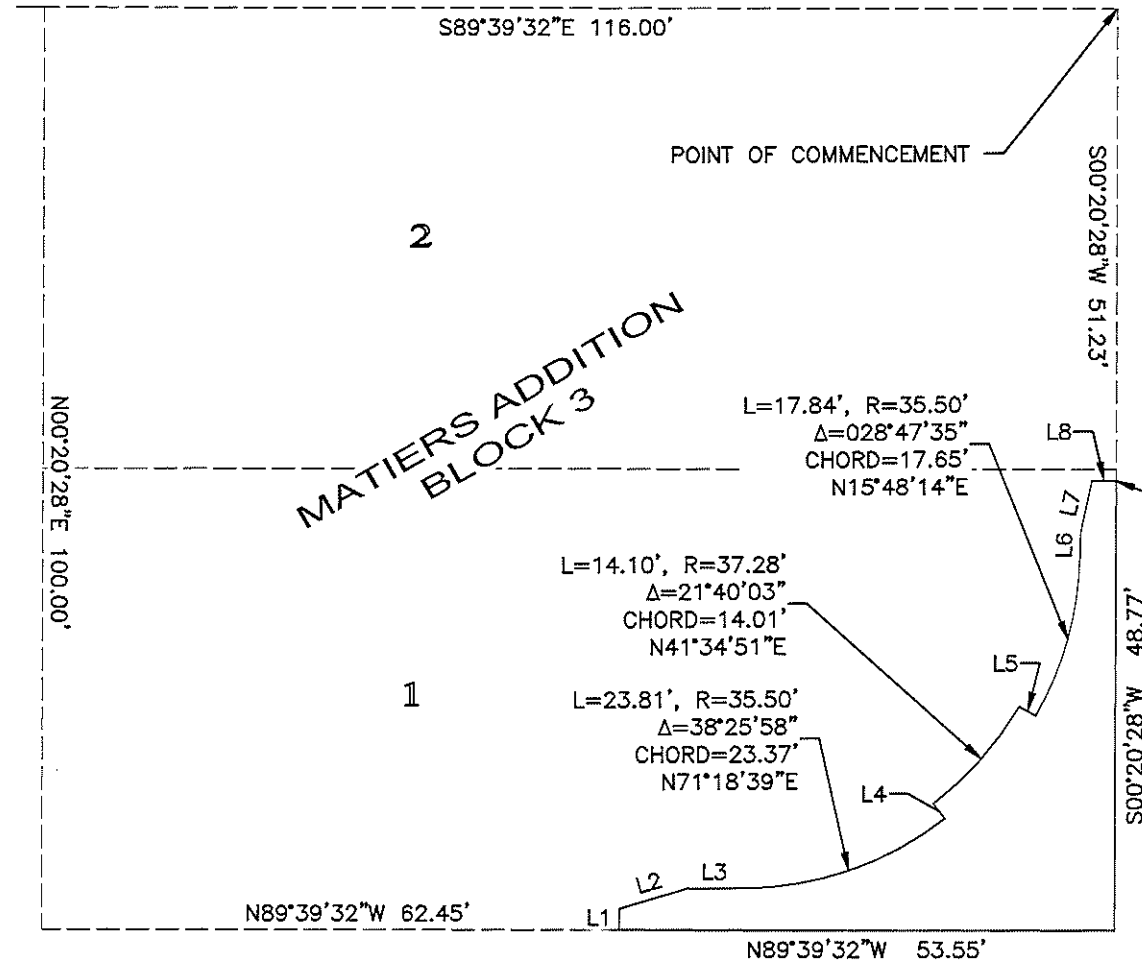
CITY OF WARRENTON, CLATSOP COUNTY, OREGON

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Jack L. White II

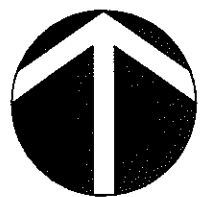
OREGON
SEPTEMBER 10, 2019
JACK L. WHITE II
91987PLS

EXPIRES 6/30/24



LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N0°58'33\"E	2.30'
L2	N73°50'03\"E	7.84'
L3	S89°29'24\"E	5.57'
L4	N36°37'08\"W	2.05'
L5	S60°09'03\"E	2.05'
L6	N1°25'09\"E	2.88'
L7	N12°25'24\"E	5.72'
L8	S89°26'29\"E	2.60'

1 INCH = 20 FEET SW 9TH ST



————— EASEMENT
- - - - - LOT/PARCEL LINE



Date: 08/09/2023 1725 N ROOSEVELT DR, STE B, SEASIDE, OR 97138
Proj No: 23-032-05 (503) 738-3425 www.sfonda.com
info@sfonda.com



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Jay Blake, Planning Director *Jay Blake*
 DATE: September 26, 2023
 SUBJ: City Moratorium on Fill and Grading Permits

After the discussion at the September 12, 2023 City Commission meeting, I reached out to Brett Estes, North Coast Regional Representative from the Oregon Department of Land Conservation and Development (DLCD) to see if the State is involved with the establishment of a moratorium on fill/grading permits.

He initially asked if the fill and grading permits were part of the Warrenton Development Code. Since it is part of Chapter 16, any changes, even temporary, must be reviewed by DLCD.

- 1) No city, county or special district may adopt a moratorium on construction or land development unless it first:
 - a) Provides written notice to the Department of Land Conservation and Development at least 45 days prior to the final public hearing to be held to consider the adoption of the moratorium;
 - b) Makes written findings justifying the need for the moratorium in the manner provided for in this section; and
 - c) Holds a public hearing on the adoption of the moratorium and the findings which support the moratorium.

Essentially, the moratorium can be established for a period of up to 120 days and can be extended up to 6 months. The moratorium must have a public health, safety or welfare basis. Plus, we need to demonstrate that the city has the resources to complete the development of the needed interim or permanent changes.

City Recorder, Dawne Shaw was able to locate several work session meeting minutes that talked about dirt moving and fill permits. The issues related to this item are long-standing.

Previous Public Works director Stelzig raised the issue in 2020 and 2021. At the work session on 9/14/2021 the Commission reviewed a potential process through which a “variance” could be granted for fill in excess of a certain amount. It issues centered on timing and costs for the fill permit. Staff was not able to see where a formal action item proceeded after that discussion.

Staff worked with a Planner to review our dirt-moving code earlier this year and the recommendations are attached.

Staff is seeking further direction from the Commission on a future course of action. Here are some options that you may wish to consider.

Option 1. Pursue a Temporary Moratorium on dirt-fill/grading. This could be done city wide or in prescribed areas. This would require DLCD notification.

Option 2. Incorporate Recommendations from 2023 into a new Code Amendment using the Type IV Amendment process.

Option 3. Use the upcoming Code audit process to develop new recommendations for dirt-moving and grading in areas with flood potential.

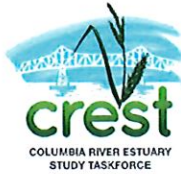
FISCAL IMPACT

N/A

Approved by City Manager: _____



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



818 Commercial Street, Room 203, Astoria, Oregon 97103, Phone: (503) 325-0435, Fax: (503) 325-0459
Website: www.columbiaestuary.org

TO: Jay Blake, City of Warrenton Community Development Director
FROM: Columbia River Estuary Study Taskforce, Garrett Phillips, Senior Coastal Planner
DATE: December 27, 2022
RE: Review of Warrenton Development Code Chapter 16.152 Grading Excavating and Erosion Control Plans

Introduction

The purpose of [Warrenton Development Code](#) (WDC) Chapter 16.152 Grading Excavating and Erosion Control Plans is to safeguard life, limb, property, and the public welfare by controlling activities that lead to soil erosion and sedimentation into watercourses, wetlands, riparian areas, public and private roadways caused by development activities, including clearing, grading, stripping, excavating, and filling of land.

This memorandum reviews Chapter 16.152 Grading Excavating and Erosion Control Plans and identifies potential amendments. The review is based on the following three goals.

Goal 1) Administration. Improve the delegation of permit review responsibilities among the Building Official, Community Development Director, and City Engineer.

Goal 2) Clarity and Certainty. Clarify undefined terms that are obstacles to code administration and enforcement and improve certainty and objectivity in interpreting requirements.

Goal 3) Consistency. Identify potential conflicts between Chapter 16.152, its administration, and the City code sections that implement State Land Use Planning Goals 5, 6, 7, 16, 17, and 18.

Goal 1) Administration. Improve the delegation of permit review responsibilities among the Building Official, Community Development Director, and City Engineer.

§16.152.060.F describes the grading permit review process, delegating permit review responsibility to the Building Official¹, while indicating that other departments may also review the plans.

§16.152.060.F.

1. The application, plans, specifications, computations, and other data filed by an applicant for a grading permit shall be reviewed by the building official. Such plans may be reviewed by other City departments to verify compliance with any applicable laws of the City...
2. The building official may require professional inspection and testing by the soils engineer. When the building official has cause to believe that geologic factors may be involved, the grading will be required to conform to engineered grading. (Ord. 1238 § 1, 2020; Ord. 1175-A § 14, 2013)

¹ Chapter §16.152 includes 32 references to the Building Official in delegating responsibility and authority, and no references to the Community Development Director or City Engineer.

Grading permit reviews commonly require engineering and planning judgement. For example, an applicant grading 4,000 cubic yards of material could impact neighboring properties or future development of the subject property in ways that an engineer is most suited to understand. However, the City does not require its own engineer to review grading permits, and it does not require applicants grading less than 5,000 cubic yards to submit plans prepared by an engineer. All permit applications should either be prepared by the applicant’s licensed civil engineer or reviewed by the City’s licensed civil engineer.

In the case of planning judgement, proposed grading may be in a location where other City regulations are in effect, such as a wetland or areas with estuarine resource protections. Given that most of the City is considered a coastal shoreland, estuarine shoreland, or wetland, the Community Development Department should play a lead role in customer service and permit administration for grading and excavation activities. City of Warrenton should consider delegating overall grading permit review authority to the Community Development Director. The Director would be the City official responsible for approving permits, delegating reviews to the Building Official and the Engineer, and responding to initial customer inquiries regarding prospective grading projects.

Development codes in Astoria, Cannon Beach and Seaside have grading and erosion control chapters with purposes and standards that are similar to each other and to those in the City of Warrenton, but each cities’ delegation of responsibility for grading permit review is different. Each city may be supplementing its development code with some combination of administrative policies, procedures, and informal customs to have grading permit applications reviewed by the appropriate qualified staff.

The [City of Astoria Development Code 3.305](#) requires some applications to be prepared by a civil engineer and delegates grading permit review to the City Engineer, and states that all applications shall be reviewed by the Community Development Director. [City of Cannon Beach 17.62](#) also requires some applications to be prepared by a civil engineer but does not refer to review by a City engineer. Instead, Cannon Beach delegates grading permit review to the Building Official and/or the Community Development Director depending on whether the permit application is classified Type I or greater². [The City of Seaside Section 4200](#) does not appear to require any grading plans to be prepared by an engineer or to be reviewed by an engineer or a planner.

The Building Official would still have a critical role to play in reviewing grading projects that are intended to or likely to support the development of structures.

Table 1: Grading permit review delegation in neighboring cities’ development codes

Development Code Requirement or Authorization	Warrenton	Astoria	Cannon Beach	Seaside
Applicant’s engineer prepares grading plans	In some cases	In some cases	In some cases	No requirement
City engineer reviews grading plans	No requirement	Required	No requirement	No requirement
City planner reviews grading plans	No requirement	Required	Required	No requirement

² See [City of Cannon Beach 17.62](#) and [City of Cannon Beach 17.92](#)

Goal 1 Recommendations

- 1) Require that all grading permit applications are approved by the Community Development Director or their designee, instead of by the Building Official.
 - 2) Require that all grading applications shall be either prepared by the applicant's engineer or reviewed by the City Engineer.
 - 3) Require that all grading applications made in preparation for building structures shall be reviewed by the Building Official.
 - 4) Establish an internal policy or procedure that responses to all inquiries regarding prospective grading projects should be coordinated between the Building Official, Community Development Director, and City Engineer.³
-

2) Clarity and Certainty. Clarify undefined terms that are obstacles to code administration and enforcement and improve certainty and objectivity in interpreting requirements.

Chapter 16.152 includes important undefined words, and it gives substantial discretion to the Building Official to exercise judgement on permit requirements on a case-by-case basis, creating regular opportunities for applicants and the City to disagree on requirements. These subjective judgement calls include decisions on whether to exempt projects from permitting requirements, and decisions on what kinds of engineering investigations and oversight the applicant must obtain to support their project.

Remove the Term "Stockpiling"

The term "stockpiling," has complicated staff's efforts to achieve the purpose of Chapter 16. "Stockpiling" appears in the following statement, which is part of a list of activities exempt from permitting.

"16.152.040.F. Mining, quarrying, processing, stockpiling of rock, sand, gravel, aggregate, or clay where established and provided for by law, provided such operations do not affect the lateral support or increase the stresses in or pressure upon any adjacent or contiguous property."

Prospective applicants have stated that activities that would be regulated as grading and fill under a reasonable interpretation of the City's code or under a clear interpretation of neighboring communities' codes are instead exempt "stockpiling."

The City should consider removing the word stockpiling from the chapter. If the term was included to support an exemption for quarry and aggregate resource businesses permitted by the State of Oregon, it is not necessary. If the term was included to exempt applicants from having to describe the temporary configuration of stockpiled materials between the initiation and completion of grading activities on a site, it may similarly consider removing the term stockpiling from §16.152. 040.F.

³ This does not involve an amendment to Chapter 16.152.

Other North Coast cities' development codes do not define stockpiling and do not refer to stockpiling in their lists of exempt activities. Neither do any of the cities refer to aggregate resource operations, mining, quarrying etc. or temporary grading conditions in their list of exempt activities.

Define Grading and Excavation

The terms “grading” and “excavation” are not defined in the City’s code. The City may consider using a definitions from the Oregon Structural Specialty Code Appendix J, which are similar to those found in neighboring North Coast communities. The definitions are provided below in Table 2 to illustrate examples of how the City may define “grading” and related terms.

Table 2: Common Definitions in North Coast Cities

	Warrenton	Astoria	Cannon Beach	Seaside	Oregon Structural Specialty Code Appendix J
Grading	Not defined.	Any combination of excavation and/or fill activities.	Excavation or fill, or any combination thereof, including the conditions resulting from any excavation or fill.	Excavation or fill or any combination thereof, including the conditions resulting from any excavation or fill.	An excavation or fill or combination thereof.
Excavation	Not defined.	Removal of topsoil, gravel, sand, rock or any other type of soil material.	The mechanical removal of earth material.	Any act by which organic matter, earth, sand, gravel, rock, or any other material are cut into, dug, uncovered, removed, displaced, relocated, or bulldozed.	The removal of earth material by artificial means, also referred to as a cut.
Fill	The placement by man of sand, sediment, or other material to create new uplands or raise the elevation of land.	The placement by man of sand, sediment, or other material, to create new land or to raise the elevation of land. Placement of topsoil, gravel, sand, rock or any other type of soil material.	The deposit of earth material placed by artificial means.	Any act which earth, sand, gravel, rock, or any other material are deposited, placed, replaced, pushed, dumped, pulled, transported or moved by man to a new location, including the conditions resulting therefrom.	The deposition of earth material by artificial means.
Regulated activities	Not defined.	The clearing, grading, excavation, filling, or stripping of land, and post construction activities.	The clearing, grading, excavation, or filling of land.	Not defined.	Not defined.
Clearing	Not defined.	Any activity that removes vegetative cover while leaving the root system intact.	Any activity that removes vegetative cover.	Any activity that removes vegetative ground cover.	Not defined.

Remove Discretionary Exemptions

16.152.040.A includes the following exemption: “When approved by the building official, grading in an isolated, self-contained area if there is no danger to private or public property.” This exemption provides substantial discretion to the Building Official to determine whether a grading project is safe, and then to decide whether the grading project should be exempt from permit requirements. Chapter 16 includes quantitative standards for determining whether a permit is required and whether the plans need to be prepared by an engineer. Other quantitative standards determine maximum slopes and other characteristics of grading projects. All of these processes and standards contribute to ensuring that grading projects are safe and to ensuring that applicants are responsible for executing projects as they are described to the City in application materials.

Providing a general discretionary exemption undermines those objective standards and the purpose of Chapter 16, introduces opportunities for applicants to have disagreements with the Building Official about whether they should receive the exemption described here, and incentivizes applicants to downplay the scope, risks, or uncertainties associated with their projects before submitting any official plans, in order to receive an exemption.

Remove Depth, Slope, and Volume Based Exemptions

The following two exemptions include many scenarios that can cause sedimentation or damage to waterways, wetlands, riparian areas, or neighboring properties.

H. An excavation which: (1) is less than two feet in depth; or (2) which does not create a cut slope greater than five feet in height and steeper than one unit vertical in one and one-half units horizontal (66.7% slope).

I. A fill less than one foot in depth and placed on natural terrain with a slope flatter than one unit vertical in five units horizontal (20% slope), or less than three feet in depth, not intended to support structures, that does not exceed 50 cubic yards on any one lot and does not obstruct a drainage course.

The City should consider removing these exemptions, and instead allowing these projects to qualify for a grading permit not prepared by a licensed engineer.

Other Miscellaneous Exemptions

Each North Coast City reviewed for this report has its own unique list of exemptions, and the exempted activities for the most part do not appear to be related to unique attributes of each city. Table 3 illustrates some of the miscellaneous exemptions unique to each city and includes a longer list of Warrenton’s exemptions that do not have a comparable exemption in the other cities. City of Warrenton may wish to consider removing some of its miscellaneous exemptions if they create opportunities for conflicting interpretations with applicants or unpermitted impacts to the community or natural resources or if they are simply unnecessary. These changes will make Chapter 16.152 easier to read and use.

Table 3: Miscellaneous Exemptions in North Coast Cities

	Warrenton	Astoria	Cannon Beach	Seaside
Small residential landscaping and gardening	x	Exempt	Exempt	x
Aggregate resource, quarry, mining	Exempt	x	x	x
Forest practices	x	Exempt	Exempt	x
Emergencies	x	Exempt	x	Exempt
Public works maintenance	Exempt	x	x	Exempt
Cemetery graves	Exempt	x	x	x
Refuse disposal sites	Exempt	x	x	x
Exploratory excavations under the direction of soil engineers or engineering geologists.	Exempt	x	x	x
Excavations for wells, tunnels, or utilities.	Exempt	x	x	x

Remove Redundant Statements

The City may consider removing redundant statements. These include at least the following statement, found in both §16.152. 030 and §16.152. 060: “Except as provided in §16.152. 040 of this chapter, no person shall do any grading work without first having attained a grading permit from the building official.”

Goal 2 Recommendations:

- 1) Define the terms “Grading” and “Excavation,” following the common definitions found in peer cities and the Oregon Structural Specialty Code Appendix J.
- 2) Remove the term “stockpiling” from the list of exempted activities.
- 3) Remove the general discretionary exemption found in §16.152. 040.A.
- 4) Remove depth, slope, volume-based exemptions.
- 5) Remove other miscellaneous exemptions that do not have a unique relationship to Warrenton’s landscape, culture, or economy.
- 6) Remove redundant statements.

Goal 3) Consistency. Identify potential inconsistencies between Chapter 16.152, its administration, and the City code sections that implement State Land Use Planning Goals 5, 6, 7, 16, 17, and 18.

Several Warrenton Development Code chapters implementing State Land Use Planning Goals 5, 6, 7, 16, 17, and 18 also regulate grading, and it is typical among cities for there to be a development code

chapter about grading, and other chapters that also regulate grading in each of the special areas that they deal with, such as wetlands, hazard areas, beaches and dunes, etc.

The City of Warrenton is typical in not cross-referencing these code sections and not reproducing portions of each in the others. For example, in all of the North Coast cities' codes, the word "wetlands" and "Goal 5" are not found in their chapters on grading and erosion control. This leaves each City with a development code that is relatively concise and not redundant, and simpler to amend without amending cross-referenced sections.

Chapter 16.152 includes a clause ensuring that its exemptions are not explicitly conflicting with other sections. §16.152.040 Exempted Work states "Exemption from the permit requirements of this chapter shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this chapter or any other chapter of this Code, or other laws or ordinances of the City of Warrenton." Other parts of 16.152 that place some responsibility on the applicant and the City to ensure that grading projects comply with all City laws include:

- "Grading Permit Requirements," §16.152.060.B.4
- "Grading Inspection," §16.152.070.E

The following Chapters were reviewed, and found to not have conflicting quantitative standards, such as provisions regulating slope steepness or the slope and height of a cut bank. Neither do they have potentially confusing procedural conflicts, such as similar but different project size thresholds triggering some requirement or another.

- [Chapter 16.88 FLOOD HAZARD OVERLAY \(FHO\) DISTRICT](#)
- [Chapter 16.96 SOILS HAZARD OVERLAY \(SHO\) DISTRICT](#)
- [Chapter 16.100 BEACHES AND DUNES OVERLAY \(BDO\) DISTRICT](#)
- [Chapter 16.104 DREDGED MATERIAL DISPOSAL SITE LOCATIONS \(DMD\)](#)
- [Chapter 16.108 MITIGATION SITE PROTECTION OVERLAY \(MSPO\) DISTRICT](#)
- [Chapter 16.156 WETLAND AND RIPARIAN CORRIDOR DEVELOPMENT STANDARDS](#)
- [Chapter 16.160 COLUMBIA RIVER ESTUARY SHORELAND AND AQUATIC AREA DEVELOPMENT STANDARDS](#)
- [Chapter 16.164 IMPACT ASSESSMENT AND RESOURCE CAPABILITY DETERMINATION](#)

A substantial portion of the City overlaps the resource and hazard areas described above. For example, just considering estuarine and beach and dune areas, Figure 1 illustrates that in most of the City, a prospective grading permit applicant needs to at least consider these resources when planning and reviewing a grading project. Despite the lack of explicit conflict between Chapter 16.152 and the other reviewed sections, and despite Chapter 16.152's general statements requiring exempt and permitted grading projects to comply with other laws, the City's exemptions for grading may inadvertently allow grading projects to occur in violation of these other laws. When a grading project is exempt from a grading permit, there is no formal process for ensuring that it complies with other City laws. Furthermore, even if city officials consult all of the relevant City laws and regulatory maps before acknowledging to a grading project proponent that a project is exempt from the grading permit, the project then has no oversight through the grading permit process to ensure that it does not change or expand beyond the original scope that the exemption was based on. Implementing recommendations from the report to reduce the number of exemptions and provide the Community Development Director with the primary authority to approve grading permits will minimize opportunities for grading projects to conflict with other City laws.

The City may also further ensure that grading projects comply with all of its laws by requiring applicants to identify natural resource and hazard areas on the plans submitted with grading applications pursuant to §16.152. 060.B. The City may go further by requiring that all grading projects within some distance of these areas obtain a grading permit.

Chapter 16.152 includes minimal standards for erosion control. These mirror the brief requirements of the Oregon Structural Specialty Code Appendix J. Chapter 16.152's purpose is broader than that of the Oregon Structural Specialty Code, and the City is interested in ensuring that grading projects comply with all of the City's laws, including those intended to protect natural resources and safeguard against natural hazards. The City may consider strengthening the basic erosion control requirements of Chapter 16.152 to fulfill the purpose of the Chapter. The Clatsop County Erosion Control Guidance may serve as a the basis for enhanced erosion control standards.

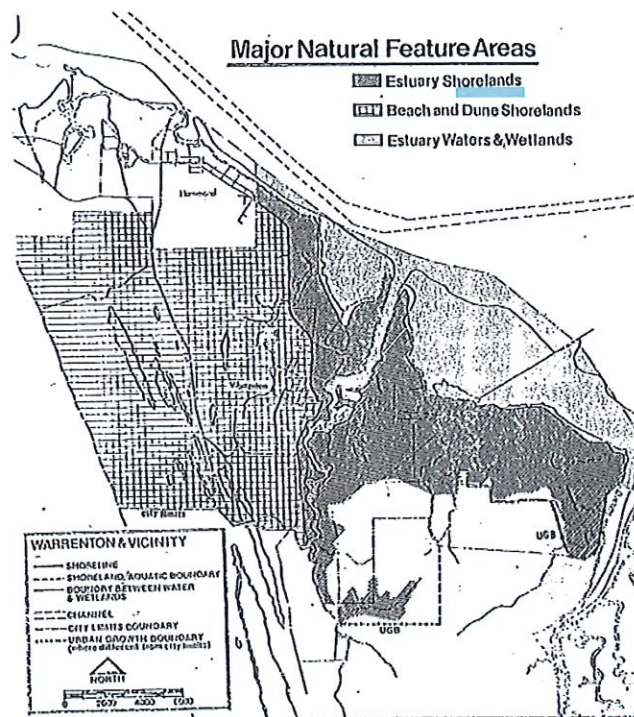


Figure 1: City of Warrenton Comprehensive Plan, Major Natural Features

Goal 3 Recommendation:

- 1) Delegate permit review responsibility to the Community Development Director and reduce the number of projects exempt from obtaining grading and erosion control permits, following the recommendations to address Goals 1 and 2 in the prior pages.
- 2) Require applicants to identify natural resource and hazard areas in grading permit applications.
- 3) Consider requiring a grading permit for all grading within some distance of all natural resource and natural hazard areas.
- 4) Consider enhancing the erosion control standards to address the purpose of the chapter.

Table 4: Summary of Recommendations and Primary Related Sections of Chapter 16.152.

	Recommendation	Section
Goal 1	Require that all grading permit applications are approved by the Community Development Director or their designee, instead of by the Building Official.	§16.152.060 and Sections throughout Chapter 16.152 ⁴
	Require that all grading applications shall be either prepared by the applicant’s engineer or reviewed by the City Engineer.	§16.152.060
	Require that all grading applications made in preparation for building structures shall be reviewed by the Building Official.	§16.152.060
	Establish an internal policy or procedure that responses to all inquiries regarding prospective grading projects should be coordinated between the Building Official, Community Development Director, and City Engineer.	None
	Remove the term “stockpiling” from the list of exempted activities.	§16.152.040.F.
Goal 2	Remove the general discretionary exemption found in §16.152.040.A.	§16.152.040.A.
	Remove depth, slope, volume-based exemptions.	§16.152.040.H, §16.152.040.I
	Remove other miscellaneous exemptions that do not have a unique relationship to Warrenton’s landscape, culture, or economy.	§16.152.040.C, §16.152.040.D, §16.152.040.E, §16.152.040.F
	Remove redundant statements.	§16.152.030
	Require applicants to identify natural resource and hazard areas in grading permit applications.	§16.152.060.B
Goal 3	Consider requiring a grading permit for all grading within some distance of all natural resource and natural hazard areas.	§16.152.040
	Consider enhancing the erosion control standards to address the purpose of the chapter.	§16.152.140

⁴ Chapter §16.152 includes 32 references to the Building Official in delegating responsibility and authority,



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: September 26, 2023
SUBJ: Discussion Item – SE Dolphin Ave Culvert Failure/Update

SUMMARY

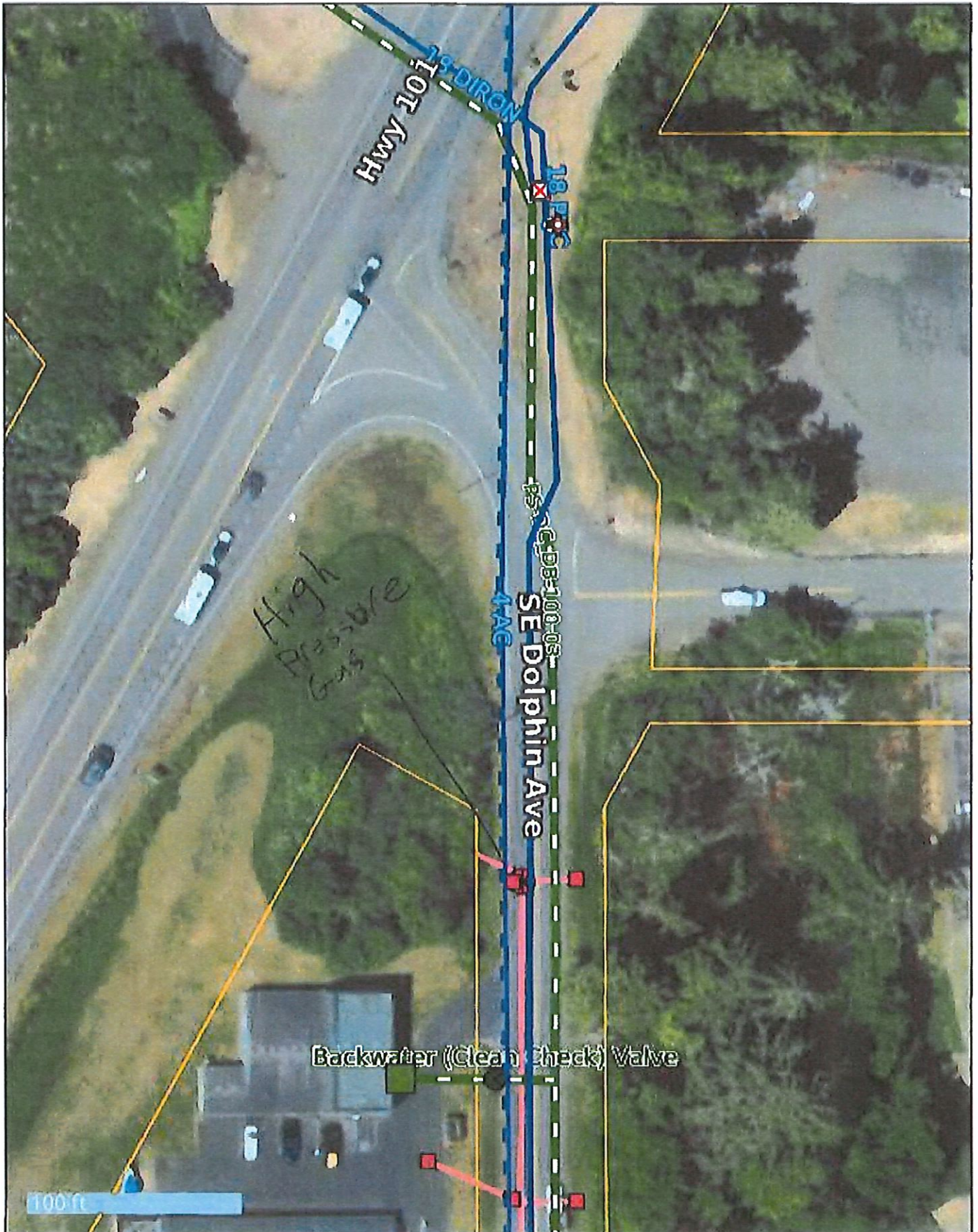
On April 26th, Public Works was notified of a sizable pothole on the lower end of SE Dolphine Ave as it approaches Hwy 101. Upon further investigation, it was discovered this was actually a sizable sink-hole where some 2 cubic yards of road base material had (over time) eroded in/around the underlying 24" culvert. To ensure continued safe passage of the roadway, Crews responded immediately to repack the sunken area with gravel, and plated the full width of the roadway, effectively "bridging" over the compromised culvert.

At the time, it was not possible to inspect/investigate this further, as both ends of the culvert lie in natural depressions, and the entire drainage system was submerged under 5-6 feet of water. Through the summer months, the water has naturally receded, but unfortunately not to the point the culvert can be inspected, as it is still submerged under more than a foot of water. As recently, as late August, Crews were able to expose both ends (which had been obstructed with debris and silt) and jet-clean the culvert, but the depressed system immediately fills with water. Despite limited ability to investigate further, we know that a sizable sink-hole did occur, and (resulting from our cleaning efforts) we are confident to say the culvert is likely compromised in some fashion whether the mid-section is sunken, cracked or pierced. Additionally, per the attached map, several critical utilities cross or are in the vicinity of the culvert, including high pressure gas main, 18" water main, 4" asbestos concrete water line, and sanitary sewer.

For the purposes of traffic safety, rebuilding the roadway structure, protecting utilities, and restoring proper drainage, Public Works proposes working with a local Contractor to replace the existing culvert with a newly installed culvert, including any required permits.

FISCAL IMPACT

The project will be funded from the approved 2023-2024 Budget, Storm Sewer Fund 028 (430).



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AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: September 26, 2023
SUBJ: Discussion Item – SE Jetty Ave/SE King Ave Sewer Laterals

SUMMARY

During construction of the Jetty Stone and Latitude 46 apartment developments, including installation of the sanitary sewer main, it was realized the approved plans did not include sewer laterals to the abutting homes. Staff worked with the Developers to ascertain lateral needs and the Contractor has proactively installed needed mainline stubs for future lateral connections. Currently, we anticipate some 14 possible connections, 5 of which are beyond the south end manhole of the sewer main at SE Jetty Ave and SE 13th Place and may require special accommodation.

Given installation depths (upwards of 15') it is not possible to keep the mainline trench open and install the laterals concurrently. The Contractor is ensuring identification and location of the stubs, as they are being backfilled.

Staff has been in coordination with the Developers, including meeting on 9/18 to work together on the lateral installs, whether the work is done by the development Contractor, or by another local Contractor in coordination with the Developer. The Developer is working on providing estimates for the laterals; additionally, Staff is working on estimates from a local Contractor should that alternative be needed. Staff is attempting to address immediate sewer connection needs, as well as the process/requirements for future connections, including needs and expectations of residents, and the implications of an advanced financing request from the Developer.

FISCAL IMPACT

Based on lateral installation estimates, code and project requirements, and actual costs, final cost share is yet to be determined.

Rough Order of Magnitude

Contact: Phil Gaffney
 Email: pgaffney@bigrivercompanies.com

Quote To: City of Warrenton Job Name: SE 13th & SE King Ave Sewer Laterals
 ROM Date: 9/25/23
 Phone: Date of Plans: N/A
 Email:

This is not a hard bid price.
 Pricing for budgeting purposes only.

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION & GENERAL CONDITIONS	1.00	LS	20,000.00	20,000.00
2	EROSION CONTROL STABILIZATION	7.00	EA	680.00	4,760.00
3	1320 SE JETTY RD	50.00	LF	230.00	11,500.00
4	1286 SE JETTY RD	21.00	LF	396.00	8,316.00
5	1060 ALT HWY 101 (SADDLE TEE)	18.00	LF	474.00	8,532.00
6	1275 SE KING AVE	18.00	LF	461.00	8,298.00
7	1320 SE KING AVE (CORE INTO MANHOLE)	30.00	LF	366.00	10,980.00
8	1272 SE KING AVE	20.00	LF	415.00	8,300.00
9	1265 SE KING AVE (ASPHALT RESTORATION)	35.00	LF	665.00	23,275.00
GRAND TOTAL					\$103,961.00

NOTES:

Big River Construction will implement a fuel surcharge if fuel prices rise 10% above todays price per gallon. We also reserve the right to implement any increases in material costs due to current market conditions.

Exclusions:

1. Inspection/testing fees/bonds
2. Engineering/survey/construction staking
3. Permits and/or connection fees
4. Hazardous material removal/abatement
5. Extra depth of pipe bedding/pipe foundation stabilization
6. Abandonment or removal of underground structures(including but not limited to: wells, septic or piping)
7. Landscaping/topsoil amendment or import/hydro seeding
8. Dry utility trenching/conduits/installation
9. Striping & signage
10. Dewatering/unsuitable subgrades
11. Rock Excavation
12. Traffic control/flagging
13. Rock haul roads/access roads in non-improved ROW
14. Rock backfill except pipe zone and as clarified below
15. Testing/TV Inspection

Clarifications:

1. Budget based on conversations and snap shots of information off existing drawings. No Plans or specs were reviewed prior to pricing.
2. Mobilization & General Conditions item includes a small budget for locating property corners of lots getting sewer laterals.
3. Erosion Control Stabilization item includes hydroseed erosion control blend applied to all 7 locations of sewer lateral installation.
4. Bid Item 3: 4" sewer lateral from existing tee to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
5. Bid Item 4: 4" sewer lateral from existing tee to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
6. Bid Item 5: 4" sewer lateral including Romac style CB Sewer Saddle connection at main to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
7. Bid Item 6: 4" sewer lateral from existing tee to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
8. Bid Item 7: 4" sewer lateral core drilled into existing SS manhole to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
9. Bid Item 8: 4" sewer lateral from existing tee to edge of ROW and one clean out assembly at ROW. Rock backfill pipe zone only.
10. Bid Item 9: 4" sewer lateral from existing tee to edge of ROW and one clean out assembly at ROW. Rock backfill figured for entire run as it falls under existing asphalt road surface and gravel driveway to avoid retaining wall. Asphalt demo and patching back at 4" thickness (2 lifts @ 2" EA) included.
11. All laterals will be installed with vertical bends at existing main to gain elevation (shallow pipe cover) and lateral depth at edge of ROW will be roughly 5' from existing grade to pipe invert.