



City of Warrenton City Commission Agenda

Tuesday, August 27, 2024

*****The meeting will be broadcast via Zoom at the following link*****

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxISWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

Public Comment: To provide public comment, participants should register prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter. Once your public comment is submitted it becomes part of permanent public record.

You may provide public comment using the following methods:

1. In-person: Complete a public comment card and submit to the City Recorder prior to the start of the meeting.
 2. Via Zoom: Register with the City Recorder, at cityrecorder@warrentonoregon.us no later than 3pm the day of the meeting. Please ensure that your zoom name matches the name registered to comment.
 3. Written comments: Submit via e-mail to the City Recorder, at cityrecorder@warrentonoregon.us, no later than 3:00 p.m. the day of the meeting.
-

City Commission Executive Session: 5:00 PM

City Hall, 225 South Main Avenue, Warrenton, OR 97146

At 5:00 pm, prior to the regular meeting, the City Commission will hold an Executive Session, *under the authority of ORS 192.660(2)(h); to consult with counsel regarding pending litigation or litigation likely to be filed.* Executive Sessions are not open to the public.

City Commission Regular Meeting: 6:00 PM

City Hall, 225 South Main Avenue, Warrenton, OR 97146

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Calendar**
 - A. City Commission Meeting Minutes – 8.13.2024
 - B. Parks Advisory Board Meeting Minutes – 4.8.2024
 - C. Police Department Monthly Report – July 2024
4. **Commissioner Reports**
5. **Public Comment**
6. **Public Hearings**

- A. Ordinance No. 1267; Establishing a Cap on The Number of Mini Storage Sites
- B. Ordinance No. 1277; Amending Chapter 16.68 of Warrenton Municipal Code; Establishing Regulations for Commercial Industrial Zone
- C. Ordinance No. 1274; Amending Chapter 16.152 of Warrenton Municipal Code; Modifying regulations on Grading, Excavating and Erosion Control plans

7. Business Items

- A. Consideration of Qualified Pool Membership List for Professional Service Consultants
- B. Consideration of Resolution No. 2679; New Land Uses to Transportation SDC Schedule
- C. Consideration of Resolution No. 2674; SE Jetty Ave. Advance Finance District
- D. Consideration of Big Game Fishing Lease
- E. Consideration of Vehicle Surplus Declaration
- F. Consideration of Resolution No. 2762; Revising Planning Application Fees

8. Discussion Items

- A. Update on Camping Zones

9. Good of the Order

10. Executive Session

- A. *Held prior to the meeting*

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.



City of Warrenton City Commission
Meeting Minutes
City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, August 13, 2024

1. **City Commission meeting called to order at 6:00pm**
2. **Pledge of Allegiance**

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Tom Dyer	X	
Paul Mitchell	X	
Henry Balensifer, Mayor	X	

Staff Members Present	
Library Director Joshua Saranpaa	Public Works Director Greg Shafer
City Recorder Dawne Shaw	Planning Director Matthew Ellis
Deputy City Recorder Hanna Bentley	Harbormaster Jessica McDonald

3. **Consent Calendar**

*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.

- A. City Commission Meeting Minutes – 7.23.2024
- B. Lease Amendment – Battery 245
- C. Harbormaster Report – June/July 2024

Mayor Balensifer noted he and the Harbormaster Jessica McDonald met with the Deputy Director of the Oregon Department of Fish and Wildlife and the Executive Director of the marine board and toured the marina. He noted the Seafarers Park erosion has gotten worse.

Commissioner Sollaccio asked about the marina reservation process. Ms. McDonald explained the reservation process. Brief discussion followed on the state of the marinas.

Motion:	Move to approve the consent calendar as presented.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Commissioner Reports

Commissioner Sollaccio noted Spruce Up’s movie in the park success, the upcoming Fall Festival and vacancies on the committee.

Commissioner Mitchell provided a brief summary of the code change meeting and the Cyrus Javadi town hall meeting he attended.

Mayor Balensifer noted he spoke to the Governor about the Federal Emergency Management Agency (FEMA) issues.

City Recorder Dawne Shaw noted there will be new look to the agenda, agenda memos, and meeting minutes. She reminded the commission of the executive session prior to the next meeting.

5. Public Comment

Mayor Balensifer noted the written public comment received from John Greenway regarding the Jetty Street AFD.

Elizabeth Stuart noted she is the new community garden manager and thanked the city for the land and water.

Rick Newton spoke regarding the food cart pod revenue, past training and helicopter complaints.

6. Public Hearings - None

7. Business Items

A. Consideration of SE Dolphin Avenue Culvert Replacement Project Award:

Public Works Director Greg Shafer discussed the need for the culvert replacement noting that there are two sinkholes on the SE Dolphin Avenue due to the failed culvert. He discussed the permit review and approval process that has taken place. He noted the suggested detour. Mayor Balensifer asked that notice be given to residents on Dolphin.

Motion:	Move to approve the award of the SE Dolphin Ave culvert replacement to Big River Construction, Inc., in the amount of \$68,405, including 10% contingency and the temporary traffic detour; provided the bid is not protested.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Wastewater Treatment Plant Basin Netting Replacement:

Mr. Shafer discussed that the Wastewater Treatment Plant has three basins that are covered with industrial netting to prevent birds from interfering with facility processes and treatment. He noted the netting was destroyed in last winter’s ice storm and the proposed netting is a system to better withstand the winter storms and provide worker safety. He expects insurance to reimburse \$35,000.

Motion:	Move to approve the Mayor to sign a contract with Sprague to replace the netting for the 3 basins at the Wastewater Treatment Plant in the amount of \$59,648.18, including 10% contingency.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

C. Consideration of Water Treatment Plant Supervisory Control and Data Acquisition (SCADA) System Upgrade

Mr. Shafer presented his staff report noting that staff currently use SCADA. He noted some of the equipment is 12 years old and in need of replacement. He noted the SCADA system runs the treatment plant. Discussion followed on the lifespan of the system.

Motion:	Move to authorize the City Mayor to sign a not to exceed \$60,000 contract for a complete Supervisory Control and Data Acquisition (SCADA) system upgrade at the Water Treatment Plant.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Consideration of Request for Proposals (RFP) for Evaluation of Raw Water Storage Alternatives & Dam Certification

Mr. Shafer presented his staff report on the RFP. Noting the need to expand storage capacity to address regional growth, climate change and community demands. He stated that the raw water reservoirs are considered dams and need to be certified.

Motion:	Move to approve advertising the Request for Proposals for the Evaluation of Raw Water Storage Alternatives and Dam Certification.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Consideration of Request for Qualifications (RFQ) for Water Seismic Assessment & Risk Mitigation Plan

Mr. Shafer presented the RFQ noting the project is crucial to ensuring the resilience and reliability of our water infrastructure against seismic events. The project will meet the final requirement for certifying the 2018 Water Master Plan, as mandated by the Oregon Health Authority.

Motion:	Move to approve advertising the Request for Qualifications for the engineering consulting services of the Water Seismic Assessment and Risk Mitigation Plan.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

F. Consideration of Funding Match Confirmation Letter for Iredale Tide Gate & Culvert Project

Mr. Shafer presented the request for authorization to sign a funding match confirmation letter for the Iredale Tide Gate and Culvert Project. The total project cost is \$1,017,451.05, with a federal share of \$763,088.29 and a non-federal match amount of \$254,362.76. These funds would complete the remaining two-thirds of the project. Mayor Balensifer asked if this project will help with the drainage issues in Hammond; Mr. Shafer stated it will drain better.

Motion:	Move to authorize the Mayor’s signature on the Funding Match Confirmation Letter for the Iredale Tide Gate and Culvert Project				
Moved:	Mitchell				
Seconded:	Sollaccio	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

G. Consideration of Update to WMC Chapter 2.36; Warrenton Community Library; Ordinance No. 1275 Second Reading & Adoption

Library Director Joshua Saranpaa presented Ordinance No. 1275 noting at the July 23, 2024 meeting, the Warrenton City Commission conducted the first reading. This Ordinance amends the City of Warrenton Municipal Code by removing Library Advisory Board By-laws language from the municipal code. Discussion followed on the legal requirements to have the library board in the code.

Motion:	Move to conduct the second reading of Ordinance No. 1275 by title only.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading of Ordinance No. 1275 by title only.

Motion:	Move to adopt Ordinance No. 1275				
Moved:	Poe				
Seconded:	Dyer	Aye	Nays	Absent	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

- H. Consideration of Amendment to Development Code – Mini Storage; Ordinance No. 1267 – Removed from the agenda.

8. Discussion Items

- A. Residential Code Audit Preliminary Discussion

Planning Director Matthew Ellis provided a summary of what staff has completed so far for the code audit. He noted the steps that would follow after receiving feedback from the City Commission and Planning Commission. Heather Austin of 3J Consulting, reviewed her presentation. She noted the project objectives address a portion of Warrenton’s housing needs, expand the opportunities for middle housing in ways that are compatible within the city, and bring Warrenton into compliance with ORS 197A.420 and 197A.425. She provided the feedback from the Technical Advisory Committee (TAC) regarding parking changes and zoning for R-40, R-10, R-M and R-H. Mayor Balensifer asked what prevents ADUs from converting to short term rentals; Mr. Ellis responded stating it is precluded in the ADU standards. Mayor Balensifer asked why they increased from triplex to quadplex; Mr. Ellis stated it is easier to orient 4 units vs 3 units. Mayor Balensifer stated he doesn’t see how a quadplex in a 75% dense intermediate zone area is both compatible with how it looks and feels in the neighborhood and the livability in the neighborhood considering the parking requirements; Mr. Ellis and Ms. Austin responded. Mayor Balensifer noted his concerns on livability, parking, and roads for the TAC to consider. Ms. Austin discussed needing input from the commission on maximum size increase on ADUs from 600 SF – 800 SF. Mayor Balensifer noted his concerns with a bigger ADU leading to the need for more parking. Commissioner Mitchell stated he does not agree with the 800 SF and noted his concerns. He stated that 600 SF is the maximum he would feel comfortable with. Commissioner Poe stated he agrees. Commissioner Sollaccio stated she does not agree with the 600 SF maximum and noted her thoughts. Commissioner Dyer stated he is concerned about the parking. Discussion followed on homestay lodging. Discussion followed on property with ADUs that do not have owner occupancy and rent out both the home and ADU as a vacation rental. Ms. Austin presented her second question for input; should on-street parking spaces count toward off-street parking requirement when the street is wide enough to accommodate. Discussion followed on the parking requirements. Mayor Balensifer noted that both sides of the street need to allow on-street parking. Ms. Austin reiterated the next steps. Mayor Balensifer asked what the purpose of the TAC is; Ms. Austin stated it was presented broadly and was narrowed during the TAC. Discussion followed on the scope of the TAC. Ms. Sollaccio requested staff come back with examples of other communities and what they have done with parking. Mayor Balensifer requested that staff find examples within the city. Mr. Ellis noted he does not feel comfortable criticizing areas within the city.

9. Good of the Order

Commissioner Mitchell stated he’s welcome to have anyone come and give public comment, but he felt uncomfortable and unsafe and would like law enforcement present at meetings.

Mayor Balensifer asked Mr. Shaffer about paving happening the same day as an event and causing issues. Mr. Shaffer discussed the project scheduling process. Mayor Balensifer asked about Silverside paving, if there was a requirement for tapering; Mr. Shaffer noted they will come back and taper it out.

10. Executive Session - None

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 7:33 pm.

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

Approved:

Henry A. Balensifer III, Mayor

Attest:

Dawne Shaw, CMC, City Recorder

DRAFT

MINUTES
 Warrenton Parks Advisory Board
 April 8, 2024
 Warrenton City Hall – Commission Chambers
 225 South Main Avenue, Warrenton, OR 97146

1. **CALL TO ORDER**

Parks Board Members Present: Chairperson Sara May Long, Bert Little, Brooke Terry, Ron Dyer, Sammi Beechan

Parks Board Members Absent: Anya Schaueremann

City Staff Present: Esther Moberg, City Manager, Greg Shafer, Public Works Director; Paige Stump, Public Works Executive Secretary

2. **Pledge of Allegiance**

3. **Consent Calendar**

- a. **Review Minutes of February 12, 2024, Regular Meeting** – In the presence of a quorum of four members of the Parks Advisory Board, Sara Long made the motion to approve the minutes of the February 12, 2024, meeting. All board members were in favor, motion passed.

4. **Reports**

- a. **Warrenton Kids, Inc.** – Debbie Little was not in attendance. Bert Little informed participants that baseball games were held the previous week and that there were games scheduled for the current week.
- b. **Public Works Operations** – Greg Shafer, Public Works Director, began by expressing his appreciation for volunteer support with mowing the fields at Quincy Robinson Park. He then provided the following report:
- i. Spruce Up Warrenton Easter Egg Hunt 3/23 – Public Works supported this event by providing enhanced restroom stocking and cleaning, additional trash removal, and barricades. No community or host feedback has been received.
 - ii. Hammond Community Garden – Greg Shafer, Jim McCarthy, and Esther Moberg visited the site of the new community garden. Public Works will provide grading/leveling, rock, and the installation of the water service line, up to and including the water meter.
 - iii. Quincy Robinson playground bark – Public Works has been soliciting material and delivery quotes and will re-bark the playground at Quincy Robinson in the near future. Greg Shafer anticipates that the department will lay approximately 3” – 4” of bark over the entirety of the surface.

Brooke Terry requested an update on the installation of additional dog pots. Greg Shafer reminded the Board that five additional dog pots would be installed this year. It was agreed that Jim McCarthy would provide the Board with a list of dog pot locations.

Ron Dyer informed the participants that a vehicle caused damage to the batting cages and tennis court fence at Quincy Robinson and that he had installed a lock on the tennis court doors.

- c. **Warrenton Parks Alliance** – Brooke Terry reported that the Warrenton Parks Alliance held a meeting on 4/1/24 and that they will hold a trail cleanup event on 4/21/24 from 10 a.m. – 1 p.m. The event is being hosted by Solve and participants will meet at Big Game Fishing. Brooke Terry reported that volunteers collected 10 bags of trash during their last event and that this event would also target larger items. Sammi Beechan asked if garbage bags and gloves would be provided. Brooke Terry responded that bags, gloves, and garbage pickers would be provided. Additionally, Solve will cover up to \$50 in disposal costs, if applicable. Brooke Terry informed participants that the Warrenton Parks Alliance is hoping to provide invasive species training and that future clean up events may include invasive species removal. During their next meeting, the Warrenton Parks Alliance will discuss objectives and they hope to align with those of the Parks Advisory Board.

5. **Business Items**

- a. **City Website Trails Map List** – Sara Long introduced this topic by pointing out discrepancies between how trails are named on the City trail map list and how they are named on the trail map. As an example, the trails listed as the “Skipanon Peninsula Trail Network” on the City Site are named the “Warrenton Water Trails” on the trail map. Sara Long stated that this could lead to unnecessary confusion, and she sees cleaning up these inconsistencies as an easily achievable goal for the Board. The question was raised as to how difficult it would be to make these changes and Esther Moberg responded that removing maps and changing the names listed on the City site is easy. When adding maps, consideration must be given to the quality of the PDF.

Esther Moberg stated that this discussion was timely as City Staff will need the preferred trail names for the new trail signs. She reported that sign templates will soon be presented to the Board and will include information on whether a trail is paved, grass, or on a road. Superfluous and outdated signage will be removed as the new signs are installed.

The Board discussed City owned trails vs. privately owned trails and that several of the trails listed on the City site are overgrown, not currently accessible, or describe a future state. It was agreed that the City site should only include trails that currently exist. Esther Moberg suggested that volunteers be asked to traverse the trails and provide feedback on their condition. It was agreed that no trails would be removed from the City site until this had been completed. Sammi Beechan asked about the feasibility of including State trails on the City site. Esther Moberg spoke to the maintenance required when including links to outside sources and suggested that including connector trails

may be a good solution.

- b. **Gold Star Memorial Placement** – Bert Little reported that the memorial is ready to be installed and is currently at his house. He reiterated that the family dedicating the memorial would like to have the Governor, Mayor, State Senators, and the press onsite for the dedication. There is no date decided and he expects that they are waiting for the weather to improve.
- c. **Community Garden Relocation** – Ron Dyer reported that this project is going well. The footprint will be smaller than originally planned but can be expanded when needed. The fence will be 6' and he hopes that this will suffice to keep the elk out. A citizen in attendance asked about the use of treated wood and who will build the raised planter boxes. Sara Long responded that treated wood would be used for the fence and not the planter boxes. This alleviated the Citizen's concern. Esther Moberg explained that the City will grade the site and lay down plastic and rock. It is hoped that volunteers will build the planter boxes and that the City has devised a layout that will maximize the number of boxes while providing adequate space between each. Ron Dyer informed participants that there is a large pile of tree debris on the site and that the plan is to clean this up with a wood chipper and use the resulting wood chips.
- d. **WIKI Field Update** – Ron Dyer reported that turf has been installed on the bases and mound on Field 2 but that there is still some work to be completed. Work on the Field 4 bullpen is nearly complete.

6. Discussion Items

- a. **Field 4 to Grade School Trail** – Ron Dryer reported that it has been too wet to explore the trail site.
- b. **Covered Space** – Brooke Terry shared that this topic was discussed during the Warrenton Parks Alliance meeting and that Mayor Balensifer shared that this project has not happened in the past due to costs. The Board reiterated that this is one of their top priorities and hopes that grants could be used to fund it. It was suggested that breaking the costs down in to engineering, materials, etc., could make targeted grants and fundraising more achievable. It was suggested that recent projects at the Warrenton Middle School could be used as a cost comparison. The Board discussed the desired size of the covered space and agreed that "the bigger the better". However, at a minimum, it should be the size of a basketball court. It was also agreed that there should be a wall on the south side and drops on the other sides, to keep rain out to the extent possible. It was suggested that the Board partner with the Urban Renewal Agency and try to incorporate this into their Peterson Park plan. It was suggested that emphasizing this as a multi-use, flexible space could make it more desirable i.e., tables for the food cart pod, a community resource. The Board then discussed which component of the covered space should be built first i.e., foundation, roof, wall. It was suggested that an "adopt-a-brick" fundraiser could be used to generate revenue. Brooke Terry agreed to attend the 4/9/24 Urban Renewal Agency meeting.

- c. **Adopt-A-Park Policy & Subcommittee** – It was reiterated that there will be no subcommittee for this project at this time. Brook Terry reported that she had conducted research into what other municipalities have done. Potential decision items include variety in duties (trash pickup, maintenance, graffiti removal, planting, etc.), frequency requirements, renewal periods, adoption eligibility (businesses, individuals, school groups, religious organizations, etc.), City provided equipment, and forms (hour tracking, liability waivers, indemnification, etc.). Brook Terry asked Esther Moberg if the City would draft legal forms such as liability waivers. Esther Moberg responded that it would depend on how the adoption was structured, i.e., if it was through the Warrenton Parks Alliance, the City may be able to provide a recommendation, but those decisions would be made by the Warrenton Parks Alliance.

Sammi Beechan raised the issue of sponsorship vs. adoption. Esther Moberg suggested that some parks will require hands-on work while others could be improved by purchasing new equipment. It was requested that the City share information and resources on equipment that has been purchased in the past and equipment that would meet City requirements. Esther Moberg suggested that the Board consider soliciting feedback from citizens in the neighborhoods surrounding the parks as to what they would like to see in their local parks. Potential solicitation methods discussed included: SurveyMonkey, QR codes, mailouts, the City site, Facebook, door hangers, and community events. Sara Long suggested that expectations for each park be outlined and that individual parks would be “sold” based on what was needed for that park specifically. Esther Moberg suggested that the Board compile a list of what they believe would fit each park and use that information for the survey questions, i.e., provide a few options for each park. Sara Long agreed to put together a list of parks for the Board to review at the June meeting. The Board agreed that the survey component of this project would like take place throughout the summer. Brook Terry asked Esther Moberg if the Warrenton Parks Alliance would need a contract with the City to accept money for the adopt-a-park program. Esther Moberg will investigate this and report back to the Board.

Esther Moberg informed participants that Clatsop County United Way’s Day of Caring 2024 is May 18th. United Way requested information on specific projects that would benefit the community. It was suggested that painting the concession stand at Quincy Robinson would be a worthwhile project. Esther Moberg informed the Board that United Way will typically only provide volunteers, not materials, and that the City does not have budget remaining to purchase paint. However, she agreed to ask United Way if they could provide paint for this project. Sara Long shared that she has family in the paint industry and may be able to help with sourcing. Esther Moberg raised the potential conflict around volunteers performing this work as it relates to CBA and agreed to investigate this.

Additional Business Brought Before the Board

There was no further business brought before the Board.

7. ADJOURNMENT

There being no further business, Chairperson Sara Long adjourned the meeting at 5:23 p.m. The next regular meeting is scheduled for June 10, 2024, at 4:00 p.m.

Approved



Sara Long, Parks Advisory Board Chair

Attest



Savannah Cummings, Public Works Executive Secretary



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: August 27, 2024
 RE: July 2024 Stats Report

Upcoming Dates:

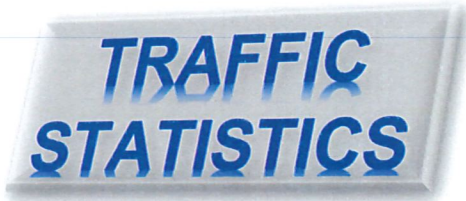
- 08/28 – 911 Subscriber Meeting
- 09/10 to 09/12 – New CAD RMS Training
- 09/12 – WPD Training Day
- 09/17 – Pre-Trial Release Workgroup
- 09/19 – LEA Meeting
- 09/24 – County Youth SIM meeting
- 09/25 – 911 Subscriber Meeting
- 09/25 to 09/26 – OACP/OSSA Fall Meetings

Highlights Since the Last Report:

- 07/31 – Drugs to Covanta Incinerator (460lbs)
- **08/01 – New WPD Patch**
- 08/08 – WPD Training Day
- 08/08 – Regatta Movie in the Park
- 08/15 – LEA Meeting
- **08/16 – Ofc. Dylan McCoy promoted to Sergeant**
- 08/20 – Meet with new Principal & Vice Principal at WHS
- 08/21 – First review of Code Compliance applications
- 08/23 – WGS Community Resource Fair
- 08/26 & 08/27 – WGS & WMS Staff Orientations

Traffic Statistic Highlights:

- Two (2) DUI Arrests (2-Alcohol, 0-Drugs)
- Three (3) Driving While Suspended Citations/Arrests
- Two (2) Reckless/Careless Driving Citations/Arrest
- Eight (8) Speeding Citations
- Nine (9) Insurance Citations
- One (1) Interlock Device Citation
- Three (3) Driver's License Citations
- One (1) License/Registration Citation
- One Hundred Forty (140) other Citations and Warnings
- Twenty-One (21) Traffic Crash Investigations
- **Citation vs Warning: 168 Traffic Stops: 31 Citations, 14 Warnings; Warning 82% of the time.**



Overall Statistics:

July Statistics (% changes are compared to 2024)							
Category	2024	2023	% Chg	2022	% Chg	2021	% Chg
Calls for Service	780	853	-9%	783	0%	868	-10%
Incident Reports	221	197	12%	210	5%	205	8%
Arrests/Citations	81	116	-30%	168	-52%	167	-51%
Traffic Stops/ Events	211	219	-4%	196	8%	173	22%
DUI's	2	1	100%	4	-50%	4	-50%
Traffic Crashes	21	16	31%	21	0%	17	24%
Property Crimes	104	93	12%	110	-5%	112	-7%
Person Crimes	78	82	-5%	90	-13%	112	-30%
Drug/Narcotics Calls	5	9	-44%	2	150%	4	25%
Animal Calls	37	38	-3%	34	9%	28	32%
Officer O.T.	205.5	85.25	141%	178.8	15%	129	59%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	666	742	721	696	749	801	780		
Incident Reports	206	222	234	200	232	228	221		
Arrests/Citations	123	154	123	97	196	110	81		
Traffic Stops/ Events	188	248	188	216	152	239	211		
DUII's	3	3	1	2	3	4	2		
Traffic Crashes	13	10	19	12	15	15	21		
Property Crimes	79	109	104	99	111	120	104		
Person Crimes	60	57	63	53	73	76	78		
Drug/Narcotics Calls	8	5	3	4	11	7	5		
Animal Calls	19	18	23	15	24	36	37		
Officer O.T.	82.25	103.75	61.5	167.5	88.75	181.25	205.5		
Reserve Hours	0	0	0	0	0	0	0		

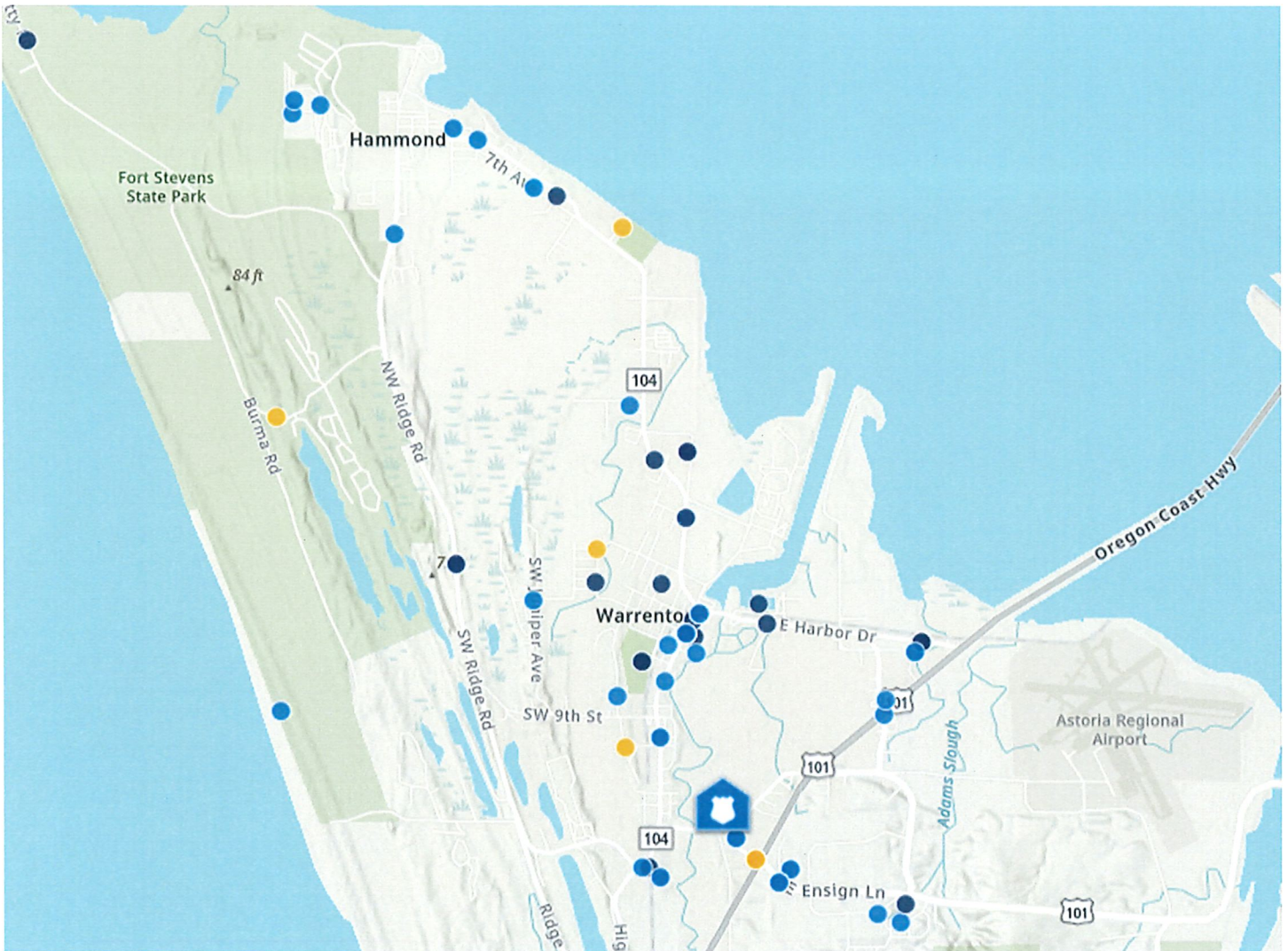
Oct	Nov	Dec	2024 YTD	2024 Estimate	2023	2024 v 2023	2022	2024 v. 2022	2021	2024 v. 2021
			5155	8837	9084	-3%	8050	10%	8669	2%
			1543	2645	2529	5%	2484	6%	3160	-16%
			884	1515	1335	14%	1602	-5%	2020	-25%
			1442	2472	2369	4%	1848	34%	2088	18%
			18	31	30	3%	34	-9%	30	3%
			105	180	217	-17%	168	7%	182	-1%
			726	1245	1127	10%	1204	3%	1267	-2%
			460	789	825	-4%	811	-3%	1013	-22%
			43	74	60	23%	40	84%	36	105%
			172	295	335	-12%	273	8%	253	17%
			890.5	1527	1572	-3%	2212.8	-31%	1503.1	2%
			0	0	0	0%	0	0%	0	0%

Homeless Incidents	2024	2023	2022	2021
Code 40 (Normal)	37	28	44	44
Code 41 (Aggressive)	0	3	4	1

Elk Incidents	2024	2023	2022	2021
Interaction:	1	2	0	1
Traffic Accidents:	0	0	1	1
Traffic Complaints:	1	0	0	0
Total:	2	2	1	2

The following is a graphic representation of statistics for **July 2024** using our **CityProtect** membership (formerly CrimeReports.com). The "Dots" represent a location of a call and if you zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

- | | | | |
|----------------------------------------------------------------|----------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------|
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property & Theft | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other |
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Events |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Property Crime Commercial | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Other Property Crime | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Other Sexual Offense | <input checked="" type="checkbox"/> Theft | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Other Violent Offense | <input checked="" type="checkbox"/> Theft from Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Homicide | <input checked="" type="checkbox"/> Theft of Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Police Calls |
| <input checked="" type="checkbox"/> Kidnapping | <input checked="" type="checkbox"/> Other Theft | | |
| <input checked="" type="checkbox"/> Robbery | | | |





City Commission Agenda Memo

Meeting Date: August 27, 2024
From: Matthew Ellis, AICP, Planning Director
Subject: Public Hearing for Ordinance No. 1267

Summary:

The City of Warrenton Planning Commission was advised by City staff regarding the adoption of Ordinance No. 1267 to establish a cap on mini-storage units in Warrenton. A hearing was held by the Planning Commission on November 9, 2023, to discuss this proposed ordinance and allow for public testimony. The Planning Commission unanimously recommended Ordinance No. 1267 in a 6-0 vote.

The proposed code revision would establish a cap of one storage unit per 2.85 people in Warrenton and clarify the definition of mini-warehouses.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Ordinance No 1267, AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING THE WARRENTON DEVELOPMENT CODE."

Alternative:

"I move to continue the hearing to a date certain to allow additional public testimony and reconsider Ordinance No. 1267."

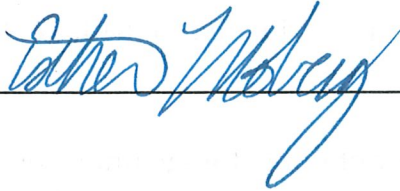
Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1267

Approved by City Manager: 

ORDINANCE NO. 1267
INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING THE WARRENTON DEVELOPMENT CODE

WHEREAS, the City of Warrenton has allowed mini-warehouse or mini-storage sites to be developed within the community; and

WHEREAS, there are currently ten (10) approved mini-warehouse or mini-storage sites within the city limits (See attachment A); and

WHEREAS, the per capita number of mini-warehouse sites is higher in the City of Warrenton than any other community in Clatsop County at one site per 640 people. This ratio is nearly double other areas within the County; and

WHEREAS, the number of actual rental units based on Clatsop County Tax records is 1,764 with an additional 489 in development review; and

WHEREAS, mini-warehouse units do not create significant numbers of jobs; and

WHEREAS, recent tax analysis by the City indicates that the mini-storage properties pay a lower property tax per acre than other commercial or industrial uses within Warrenton; and

WHEREAS, Section 3.330 of the Warrenton Comprehensive Plan states,

“It is the City’s policy to support the establishment of a variety of well-designed industrial facilities in appropriate locations in order to expand employment opportunities, make use of land best suited for industry, increase local tax base and insure a stable economy.”; and

WHEREAS, the City finds that mini-warehouse units do not need municipal sanitary sewer or water service and could be developed in areas outside of the Urban Growth Boundaries; and

WHEREAS, the 2023 data for the number of mini-storage units per resident indicates that the City of Warrenton has one (1) storage unit per 2.85 residents, compared to the rest of Clatsop County which has one (1) storage unit per 41.6 residents; and

WHEREAS, the number of jobs created per site with mini-warehouse units is significantly lower than other commercial and industrial uses. A 2023 survey of jobs indicates that only eight (8) full-time equivalent jobs are created by the ten (10) existing mini-warehouse sites in Warrenton. Other commercial or industrial uses have significantly higher employment rates;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City of Warrenton hereby places a cap on the development of new mini-warehouse units within the city limits. The list of pre-existing mini-storage units is indicated on Attachment A.

Section 2. Section 16.12.010 of the Warrenton Municipal Code is hereby amended to add the following definition between “Ministerial” and “Minor Navigation Improvements”:

Mini-warehouses. Buildings or portions of buildings that are available for rental for the purpose of storing goods and where the average floor area rented to an individual customer does not exceed 600 square feet.

Section 3. Section 16.40.030(B)(9) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 2.85 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 4. Section 16.60.030(E) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of

mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 2.85 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 5. Section 16.116.030(G) of the Warrenton Municipal Code is hereby amended as follows:

- G. Mini-Warehouses. Where and when allowed, mini-warehouses shall be subject to the following design, siting, and location standards:
1. Setbacks. New facilities shall be constructed no closer than 100 feet from the East Harbor Drive right-of-way line. This setback area shall be used for landscaping, open space, public or private amenities, off-street parking, other businesses allowed in the zone; or a combination thereof.
 2. Design Standards. New facilities shall be subject to the following design standards:
 - a. Building material requirements in Section 16.116.030(C)(3);
 - b. Building color standards in Section 16.116.030(C)(5);
 - c. Mechanical equipment, outdoor storage and service area standards in Section 16.116.030(C)(6);
 - d. Building mass requirements in Section 16.116.030(C)(7);
 - e. Outdoor lighting standards in Section 16.116.030(E); and
 - f. Other applicable design requirements of this section.
 3. Location Requirements. New facilities may be constructed and operated where allowed by the zoning district, but not in the following areas:
 - a. Along the South Main Avenue commercial corridor,
 - b. Along the Pacific Drive commercial corridor.
 4. Size and Configuration. Nothing in this section will prevent a mini-warehouse owner from reconfiguring the sizes of existing mini-storage rental units, although no additions to the structures nor creation of additional units will be allowed.

Section 6. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: August 27, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of
____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1267
Attachment A

Warrenton Mini-warehouse Units

Site	Parcel Number	Number of Units
1983 SE Dolphin Avenue	81028D001600	498
605 SE Alt 101	81027BC02000, 81027BC02701	133
1805 South Main	81028CA03300	155
1240 SE Jetty Avenue	81027BA02001, 81027AB04900	30
51 NE Harbor Ct	81021AD02000, 81021AD02003, 81021AD08605, 81021AD08607	300
60 Iredale Street (Lease)	81022BD02780A01, 81022BD02680A01	100
1377 SE 11th St.	81027AA02200, 81027AA02700, 81027AA02900, 81027AA03100, 81027AA03200, 81027AA03400, 81027AA03600	340
120-150 NE 5th Street	81015C000601, 81015C000602	36
1211 Pacific Drive	81005CD05401	14
2395 SE Dolphin	81033A000600	120
1100 NW 11th Street	81016A000105	38
SE Warrior Way (In Development Review)	810340002301	489
	Total	2,253



City Commission Agenda Memo

Meeting Date: August 27, 2024
 From: Matthew Ellis, AICP, Planning Director
 Subject: Public Hearing for Ordinance No. 1277

Summary:

On May 28, 2024, the Warrenton City Commission tasked the Planning Commission and City staff to develop a CI Commercial Industrial zoning district, blending the vision of commercial and industrial development into one hybrid zone. At the June 13 Planning Commission meeting, staff presented some draft regulations and asked for commentary from the Planning Commission. At the August 8 Planning Commission meeting, the Planning Commission unanimously recommended the draft of Ordinance No. 1277 to the City Commission for consideration.

The goal of this ordinance is to create a zoning district that will accommodate commercial and industrial uses that are compatible with each other. If this ordinance is adopted, staff intends to initiate rezoning proceedings around the Clatsop County Business Park to enable the continued development of the area.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Ordinance No. 1277, AN ORDINANCE AMENDING CHAPTER 16.68 OF THE WARRENTON MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE COMMERCIAL INDUSTRIAL (CI) DISTRICT."

Alternative:

"I move to continue the hearing to a date certain to allow additional public testimony and reconsider Ordinance No. 1277."

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1277

Approved by City Manager: _____

ORDINANCE NO. 1277
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING CHAPTER 16.68 OF THE WARRENTON
MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE COMMERCIAL
INDUSTRIAL (CI) DISTRICT**

WHEREAS, the City Commission is committed to reviewing and adopting code amendments to ensure the right mix of zoning districts is available in the City; and

WHEREAS, the addition of a hybrid district allowing both commercial and industrial uses furthers that goal;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Chapter 16.68 of the Warrenton Municipal Code is amended as follows:

Chapter 16.68 Commercial Industrial (CI) District

16.68.010 Purpose.

The purpose of the Commercial Industrial Zone is to provide sites for employment-related uses to provide and manufacture products and services in the City of Warrenton. These areas are suitable for larger retail, light manufacturing, fabrication, processing, and bulk storage.

16.68.020 Permitted Uses.

The following uses and activities and their accessory uses and activities are permitted in the CI zone if the Community Development Director determines that the uses conform to the standards of Section 16.68.040, applicable Development Code standards, and other City regulations:

- A. Airport support structures, including but not limited to hangars, weather stations, fuel terminals, and storage buildings.
- B. Boat and marine equipment sales, service, or repair facilities.
- C. Building material sales yard. An accessory retail space is permitted but should not take up more than 50% of the site.
- D. Cabinet, carpenter, woodworking, or metal fabrication shops.
- E. Church, synagogue, or other place of worship.
- F. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.
- G. Government buildings and uses.

- H. Printing facilities.
- I. Production, processing, assembling, packaging, or treatment of articles and products from previously prepared or semi-finished materials, such as paper, wood, rubber, plastics, fibers, and sheet metal.
- J. Production, processing, assembling, packaging, or treatment of such products as food and beverage products, pharmaceutical, hardware, and machine products. Retail of products made on-site is permitted as an accessory use.
- K. Processing uses such as bottling plants, bakeries, and commercial laundries.
- L. Professional, financial, business, and medical offices.
- M. Public utility facilities.
- N. Research and development laboratories and similar uses.
- O. Retail business establishments over 25,000 square feet.
- P. Storage and distribution services and facilities, including but not limited to truck terminals, warehouses and storage buildings and yards, contractor's establishments, or lumber yards and sales.
- Q. Technical, professional, vocational, and business schools.
- R. Tool and equipment rental.
- S. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- T. Vehicle repair, including but not limited to welding, painting, service, and parts facilities.
- U. Veterinary clinic, kennels.
- V. Similar uses as those listed in this section.

16.68.030 Conditional Uses.

The following uses and activities and their accessory uses and activities may be permitted in the CI zone when approved under Chapter 16.220, and subject to the provisions in Section 16.60.040:

- A. Dredge material disposal (DMD) subject to Chapter 16.104.
- B. New community or technical college or similar campus-type facilities subject to institutional master plan standards in Chapter 16.224.
- C. New mini-warehouse or similar storage facilities.
- D. Similar uses as those listed in this section.

16.68.040 Development Standards.

The following development standards are applicable in the CI zone:

- A. Density Provisions.
 - 1. Minimum lot size: none.
 - 2. Minimum lot width: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum building height: 45 feet.
 - 5. Maximum lot coverage: none.
- B. Setback Requirements.
 - 1. Minimum front yard setback: none.
 - 2. Minimum side yard setback: none.
 - 3. Minimum rear yard setback: none.

16.68.050 Design Standards.

The following development standards are applicable in the CI zone:

- A. All commercial development shall comply with Chapter 16.116.
- B. All industrial development shall comply with Section 16.60.040.
- C. All development adjacent to existing or planned transit stops shall include walkways through the site connecting those stops with all publicly available entrances.

Section 2. This ordinance shall take full force and effect immediately after its adoption by the Commission of the City of Warrenton.

First Reading: August 27, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: August 27, 2024
 From: Esther Moberg, City Manager
 Subject: Public Hearing for Ordinance No. 1274

Summary:

Several complaints have been raised in recent years about neighbors flooding neighbors because of grading changes. The City of Warrenton takes these concerns seriously and began review of our grading permits in 2023. In January 2024, the City contracted AKS Engineering and Forestry “to provide engineering expertise, technical assistance, exhibits, and comments with regard to grading permit moratorium, code requirements and review process update for construction projects within the City.” The City received the advice of AKS Engineering in April 2024 and began preparing the attached ordinance for consideration. At the August 8 Planning Commission meeting, the Planning Commission unanimously recommended the draft of Ordinance No. 1277 to the City Commission for consideration.

The goal of this ordinance is to create reasonable restrictions on the placing of fill and grading of property within the City of Warrenton. The main modification of the ordinance is to identify engineered drainage as anything with depths larger than 12 inches. This is in line with other communities around the state and in line with the recommendations from AKS Engineering.

Recommendation/Suggested Motion:

“I move to conduct the first reading, by title only, of Ordinance No. 1274, AN ORDINANCE AMENDING CHAPTER 16.152 OF THE WARRENTON MUNICIPAL CODE TO MODIFY REGULATIONS ON GRADING, EXCAVATING, AND EROSION CONTROL PLANS.”

Alternative:

“I move to continue the hearing to a date certain to allow additional public testimony and reconsider Ordinance No. 1274.”

Other action as deemed appropriate by the City Commission

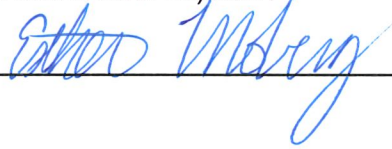
Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1274

- AKS Engineering Memo dated June 20, 2024

Approved by City Manager: 

ORDINANCE NO. 1274
INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING CHAPTER 16.152 OF THE WARRENTON MUNICIPAL CODE TO MODIFY REGULATIONS ON GRADING, EXCAVATING, AND EROSION CONTROL PLANS

WHEREAS, the City Commission recognizes that public health, safety, and general welfare necessitate the reasonable regulation of grading within Warrenton; and

WHEREAS, the current City code has resulted in unintended adverse impacts on neighboring properties which these regulations are designed to address;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Section 16.152.030 of the Warrenton Municipal Code is hereby amended as follows:

16.152.030 Permits Required.

Except as provided in Section 16.152.040, no person shall do any grading work without first having attained a grading permit from the Building Official. A separate permit shall be obtained for each site and may cover both excavations and fills.

Section 2. Section 16.152.040(A) of the Warrenton Municipal Code is hereby amended as follows:

16.152.040 Exempted Work.

A grading permit is not required for the following:

- A. When approved by the Building Official, grading in an isolated, self-contained area if there is no danger to private or public property.

Section 3. Section 16.152.050 of the Warrenton Municipal Code is hereby amended as follows:

16.152.050 Hazards.

Whenever the Building Official determines that any existing excavation or embankment or fill on private property has become a hazard to life and limb, or endangers property, or adversely affects the safety, use, or stability of a public way or drainage channel, the owner of the property upon which the excavation or fill is located, or other person or agent in control of said property, upon receipt in writing

from the Building Official, shall within the time period specified therein eliminate such excavation or embankment to eliminate the hazard and to be in conformance with the requirements of this Code.

Section 4. Section 16.152.060 of the Warrenton Municipal Code is hereby amended as follows:

16.152.060 Grading Permit Requirements.

- A. Application. To obtain a grading permit, the applicant shall file an application in writing to the City of Warrenton on a form furnished by the Building Official. Every such application shall contain:
1. Identification and description of work to be covered by the permit for which the application is made, including estimated quantities of work involved.
 2. Description of the land on which the proposed work is to be done by legal description, street address, assessor parcel number, or similar description that will readily identify and locate the proposed building or work.
 3. Indication of the use or occupancy for which the proposed work is intended.
 4. Plans, diagrams, computations, and specifications, and other data as required by this chapter. Plans and specifications shall be drawn to scale and shall be of sufficient clarity to indicate the location, nature, and extent of the work proposed, and show in detail that it will conform to all provisions of this Code and relevant laws, ordinances, rules, and regulations of the City.
 5. Applicant's signature.
 6. Other data as required by the Building Official.
- B. Engineered Grading. The following shall be designated as "engineered grading" and require an approved grading plan prepared by a civil engineer:
1. Grading activities with depths greater than one foot.
 2. Grading activities within an Area of Special Flood Hazard as identified on the effective Flood Insurance Rate Maps. Such grading activities shall also be subject to a floodplain development permit.
 3. Grading activities subject to a removal-fill permit from the Oregon Department of State Lands.
 4. Grading activities related to a plat or land partition application.
 5. Grading activities for public improvements.

Grading activities which are designated as engineered grading shall conform to the currently adopted Oregon Structural Specialty Code Appendix J, as may be amended.

- C. Regular Grading. Grading activities which require a permit but do not fall into the requirements of "engineered grading" shall be designated as "regular grading" unless the permittee chooses to have the grading performed as engineered grading or the Building Official determines that special conditions or unusual hazards exist. In such cases, grading shall conform to the requirements of engineered grading.
- D. Application Requirements. Each application for a grading permit shall be accompanied by a plan of sufficient clarity to indicate the nature and extent of the work. The plans shall give the location of the work, the name of the owner, and the name of the person who prepared the plan. The plan shall include the following information:
 - 1. General vicinity of the proposed site.
 - 2. Limiting dimensions and depth of cut and fill.
 - 3. Location of any buildings or structures where work is to be performed, and the location of any buildings or structures within 15 feet of the proposed grading.
- E. Issuance.
 - 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. The Building Official may require that grading operations and project designs be modified if delays occur which incur weather generated problems not considered at the time the permit was issued. The provisions of UBC Section 106.4 are applicable to grading permits.
 - 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.

Section 5. Section 16.152.070 of the Warrenton Municipal Code is hereby amended as follows:

16.152.070 Grading Inspection.

- A. General. Grading operations for which a permit is required shall be subject to inspection by the Building Official. Professional inspection of grading operations shall be provided by the civil engineer, soils engineer, and the

engineering geologist retained to provide such services in accordance with this section for engineered grading and as required by the Building Official for regular grading.

- B. Civil Engineer. The civil engineer shall provide professional inspection within such engineer's area of technical specialty, which shall consist of observation and review as to the establishment of line, grade, and surface drainage of the development area. If revised plans are required during the work, they shall be prepared by the civil engineer.
- C. Soils Engineer. The soils engineer shall provide professional inspection within such engineer's area of technical specialty, which shall include observation during grading and testing for required compaction. The soils engineer shall provide sufficient observation during preparation of the natural ground and placement and compaction of the fill to verify that such work is being performed in accordance with the conditions of the approved plan and the appropriate requirements of this chapter. Revised recommendations relating to conditions differing from the approved soils engineering and engineering geology reports shall be submitted to the permittee, Building Official, and the civil engineer.
- D. Engineering Geologist. The engineering geologist shall provide professional inspection within such engineer's area of technical specialty, which shall include professional inspection of the bedrock excavation to determine if conditions encountered are in conformance with the approved report. Revised recommendations relating to conditions differing from the approved engineering geology report shall be submitted to the soils engineer.
- E. Permittee. The permittee shall be responsible for the work to be performed in accordance with the approved plans and specifications and in conformance with the provisions of this Code, and the permittee shall engage consultants, if required, to provide professional inspections on a timely basis. The permittee shall act as a coordinator between the consultants, the contractor, and the Building Official. In the event of changed conditions, the permittee shall be responsible for informing the Building Official of such change and shall provide revised plans for approval.
- F. Building Official. The Building Official shall inspect the project at the various stages of work requiring approval to determine that adequate control is being exercised by the professional consultants.
- G. Notification of Noncompliance. If, while fulfilling their respective duties under this chapter, the civil engineer, the soils engineer, or the engineering geologist finds that the work is not being done in conformance with this chapter or the approved grading plans, the discrepancies shall be reported immediately in writing to the permittee and the Building Official.

- H. Transfer of Responsibility. If the civil engineer, the soils engineer, or the engineering geologist of record is changed during grading, the work shall be stopped until the replacement has agreed in writing to accept their responsibility within the area of technical competence for approval upon completion of the work. It shall be the duty of the permittee to notify the Building Official in writing of such change prior to the recommencement of such grading.

Section 6. Section 16.152.090 of the Warrenton Municipal Code is hereby amended as follows:

16.152.090 Bonds.

The Building Official may require bonds in such form and amounts as may be deemed necessary to assure that the work, if not completed in accordance with the approved plans and specifications, will be corrected to eliminate hazardous conditions. In lieu of a surety bond, the applicant may file a cash bond or instrument of credit with the Building Official in an amount equal to that which would be required in the surety bond.

Section 7. Section 16.152.110 of the Warrenton Municipal Code is hereby amended as follows:

16.152.110 Fills.

- A. General. Unless otherwise recommended in the approved soils engineering report, fill activities shall conform to the provisions of this section. In the absence of an approved soils engineering report, these provisions may be waived for minor fills not intended to support structures.
- B. Preparation of Ground. Fill slopes shall not be constructed on natural slopes steeper than one unit vertical in two units horizontal (50% slope). The ground surface shall be prepared to receive fill by removing vegetation, noncomplying fill, topsoil, and other unsuitable materials scarifying to provide a bond with the new fill and, where slopes are steeper than one unit vertical in five units horizontal (20% slope) and the height is greater than five feet, by benching into sound bedrock or other competent material as determined by the soils engineer. The bench under the toe of a fill on a slope steeper than one unit vertical in five units horizontal (20% slope) shall be at least 10 feet wide. The area beyond the toe of the fill shall be sloped for sheet overflow or a paved drain shall be provided. When fill is to be placed over a cut, the bench under the toe of the fill shall be at least 10 feet wide but the cut shall be made before placing the fill and

acceptance by the soils engineer or engineering geologist or both as a suitable foundation for fill.

- C. Fill Material. Detrimental amounts of organic material shall not be permitted in fills. Except as permitted by the Building Official, no rock or similar irreducible material with a maximum dimension of greater than 12 inches shall be buried or placed in fills. The Building Official may permit the placement of larger rock when the soils engineer properly devises a method of placement and continuously inspects its placement and approves the fill stability. The following conditions shall also apply:
 - 1. Prior to issuance of a grading permit, potential rock disposal areas shall be delineated on the grading plan.
 - 2. Rock sizes greater than 12 inches in maximum dimension shall be 10 feet or more below grade, measured vertically.
 - 3. Rocks shall be placed to ensure filling of all voids with well-graded soil.
- D. Compaction. All fills shall be compacted to a minimum of 90% of maximum density.
- E. Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes shall be no steeper than one unit vertical in two units horizontal.

Section 8. Section 16.152.120 of the Warrenton Municipal Code is hereby amended as follows:

16.152.120 Setbacks.

- A. General. Cut and fill slopes shall be set back from site boundaries in accordance with this section. Setback dimensions shall be horizontal distances measured perpendicular to the site boundary.
- B. Top of Cut Slope. The top of cut slopes shall not be made nearer to a site boundary line than one-fifth the vertical height of cut with a minimum of two feet and a maximum of 10 feet. The setback may need to be increased for any required interceptor drains.
- C. Toe of Fill Slope. The toe of fill slope shall be made not nearer to the site boundary line than one half the height of the slope with a minimum of two feet and a maximum of 20 feet. Where a fill slope is to be located near the site boundary and the adjacent off-site property is developed, special precautions shall be incorporated in the work as the Building Official deems necessary to protect adjoining property from damage as a result of such grading. These precautions may include but are not limited to the following:
 - 1. Additional setbacks.
 - 2. Provisions for retaining or slough walls.

3. Mechanical or chemical treatment of the fill slope surface to minimize erosion.
 4. Provisions for the control of surface water.
- D. Modification of Slope Location. The Building Official may approve additional setbacks. The Building Official may require investigation and recommendation by a qualified engineer or engineering geologist to demonstrate that the intent of this section has been satisfied.

Section 9. Section 16.152.130 of the Warrenton Municipal Code is hereby amended as follows:

16.152.130 Drainage and Terracing.

- A. General. Unless otherwise indicated on the approved grading plan, drainage facilities and terracing shall conform to the provisions of this section for cut or fill slopes steeper than one unit vertical in three units horizontal (33.3% slope).
- B. Terraces.
1. Terraces at least six feet in width shall be established at not more than 30-foot vertical intervals on all cut or fill slopes to control surface drainage and debris except that where only one terrace is required, it shall be a mid-height. For cut or fill slopes greater than 60 feet and up to 120 feet in vertical height, one terrace at approximately mid-height, shall be 12 feet in width. Terrace widths and spacing for cut and fill slopes greater than 120 feet in height shall be designed by a civil engineer and approved by the Building Official. Suitable access shall be provided to permit proper cleaning and maintenance.
 2. Swales or ditches or terraces shall have a minimum gradient of five percent and must be paved with reinforced concrete not less than three inches in thickness or and approved equal paving. They shall have a minimum depth at the deepest point of one foot and a minimum paved width of five feet.
 3. A single run of swale or ditch shall not collect runoff from a tributary exceeding 13,500 square feet (projected) without discharging into a down drain.
- C. Subsurface Drainage. Cut and fill slopes shall be provided with subsurface drainage as necessary for stability.
- D. Disposal.
1. All drainage facilities shall be designed to carry waters to the nearest practicable drainage way approved by the Building Official or other appropriate jurisdiction as a safe place to deposit such waters. Erosion of

ground in the area of discharge shall be prevented by installation of non-erosive down-drains or other devices.

2. Building pads shall have a drainage gradient of two percent toward approved drainage facilities unless waived by the Building Official. The gradient from the building pad may be one percent if all of the following conditions exist throughout the permit area: (a) no proposed fills are greater than 10 feet in maximum depth; (b) no proposed finish cut or fill slope faces a vertical height in excess of 10 feet; and (c) no existing slope faces, which have a slope face steeper than one unit vertical in 10 units horizontal, have a vertical height in excess of 10 feet.
- E. Interceptor Drains. Paved interceptor drains shall be installed along the top of all cut slopes where the tributary drainage area above slopes toward the cut and has a drainage path greater than 40 feet measure horizontally. Interceptor drains shall be paved with a minimum of three inches of concrete or gunite and reinforced. They shall have a minimum depth of 12 inches and a minimum paved width of 30 inches measured horizontally across the drain. The slope of the drain shall be approved by the Building Official.

Section 10. Section 16.152.130 of the Warrenton Municipal Code is hereby amended as follows:

16.152.150 Completion of Work.

Upon completion of the rough grading work and at the completion of the work, the following reports and drawings and supplements thereto are required for engineered grading or when professional inspection is performed for regular grading, as applicable:

- A. An as-built grading plan prepared by the civil engineer retained to provide such services in accordance with Section 16.152.070 showing original ground surface elevations, as-graded ground surface elevations, lot drainage patterns, and the locations and elevations of surface drainage facilities and of the outlets of subsurface drains. As-constructed locations, elevations, and details of subsurface drains shall be shown as reported by the soils engineer. Civil engineers shall state that to the best of their knowledge the work within the specified area of responsibility was done in accordance with the final approved grading plan.
- B. A report prepared by a soils engineer retained to provide such services in accordance with Section 16.152.070, including locations and elevations of field density tests, summaries of field and laboratory tests, other substantiating data, and comments on any changes made during grading and their effect on recommendations made in the approved soils engineering investigation report.

Soils engineers shall submit a statement that, to the best of their knowledge, the work within their area of responsibilities is in accordance with the approved soils engineering report and applicable provisions of this chapter.

Section 11. This ordinance shall take full force and effect immediately after its adoption by the Commission of the City of Warrenton.

First Reading: August 27, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

June 20, 2024



Esther Moberg
City Manager
City of Warrenton
PO Box 250
Warrenton, OR 97146
emoberg@ci.warrenton.or.us

**RE: GRADING PERMIT REVIEW PROCESS MEMORANDUM
WARRENTON, OREGON**

Ms. Moberg:

AKS Engineering & Forestry has prepared this Grading Permit Review Analysis in response to a request by City staff to evaluate and provide engineering expertise, technical assistance, exhibits, and comments with regard to the City Municipal Code requirements and review process update for grading permits within the City.

The City currently has two differentiated grading permits with individual requirements (regular grading and engineered grading) that are defined in Section 16.152.060 of the City of Warrenton's Municipal Code (CWMC). It is our understanding that concerns have been raised by staff and residents that the current regular grading permit approvals do not sufficiently protect the City against negative impacts from regular grading that results in erosion or flooding of neighboring properties or City infrastructure.

Based on our review and understanding of the City code, Appendix J of the Oregon Structural Specialty Code (OSSC), and Oregon Revised Statutes (ORS); the following identified as potential elements or hazards to the public that could potentially be used to differentiate between regular and engineering grading permits:

- a. Grading Designation (volume based)
- b. Flood Hazard Impacts
- c. Natural Resource Impacts
- d. Erosion control Permits
- e. Slopes/Setbacks
- f. Stormwater Drainage Impacts
- g. Site/Subdivision Development Permits
- h. Public Works Improvement Permits

A brief discussion of each of the elements is discussed in the paragraphs below.

Grading Designation. Section 16.152.060.C of the CWMC defines the following grading designations:

Engineered Grading - ‘grading in excess of 5,000 cubic yards shall be permitted in accordance with the approved grading plan prepared by a civil engineer, and shall be designated as engineered grading.’

Regular Grading – ‘Grading involving less than 5,000 cubic yards shall be designated as regular grading unless the permittee chooses to have the grading performed as engineered grading, or the building official determines that special conditions or unusual hazards exist’.

The 5,000 cubic yard (CY) threshold to differentiate between regular and engineered grading appears to be arbitrary. The current trigger threshold of 5,000 CYs of grading is a significant amount of grading that would undoubtedly impact neighboring properties and impacts the future development of the subject property where grading is occurring (potential adverse impacts include public street damage due to construction traffic, traffic safety concerns, changes surface water drainage routing, etc...).

Table 1 below provides a quick comparison of grading volumes ranging from the current 5,000 CYs threshold to the 50 CY volume that triggers the requirement for a City grading permit. For example, 5,000 CYs of fill imported to a 40,000-sf lot would raise the entire lot by 3.4 feet; whereas the same 5,000 CYs of fill imported to a 5,000-sf single family lot would raise the entire lot by 27 feet.

Table 1 - Grading Volume Comparison

Grading Volume (CY)	Equivalent Number of Dump Truck Loads ¹	Average Depth of Grading over Lot (ft)		
		40,000-sf lot size	8,000-sf lot size	5,000-sf lot size
		(R-40 Zone)	(R-10 Zone)	(RM Zone)
5000	500	3.4	16.9	27.0
1000	100	0.7	3.4	5.4
500	50	0.3	1.7	2.7
50	5	0.03	0.2	0.3

¹ Assumes 10 cubic yards of fill per dump truck

In our opinion, any grading depths above 1-foot has the potential to change the direction of surface water flows across a property, increases the risk of erosion, and increases the potential to impact the neighboring property. In our opinion, the grading volume requirements should be removed entirely or revised to a significantly less volume (50 CYs?) or to maximum depths (1-foot?) where potential impacts to neighbors would be minimized.

Flood Hazard Impacts. A significant portion of the City of Warrenton is situated within flood hazards mapped by the Federal Emergency Management Agency (FEMA). The Flood Insurance Study (FIS) and the Flood Insurance Rate Maps (FIRM) for Clatsop County identify areas of the City that are situated within the 100-year floodplain (Zone AE). Section 16.88 of the CWMC consists of a Flood Hazard Overlay (FHO) District that is intended to promote public health, safety, general welfare, and to minimize public

and private losses during flood conditions. Exhibit 1, Flood Hazard, at end of this memorandum shows the extent of the Flood Hazard per the FEMA FIRM maps.

The City requires the application and approval for a Floodplain Development Permit for all areas within the City's FHO District. Per CWMC Section 16.88.020.I, encroachments such as fills (i.e. grading) within the floodplain boundaries must 'not increase the water surface elevation of the base flood more than one foot at any point'. This statement aligns with the FEMA National Flood Insurance Program (NFIP) regulatory standards to limit development within the 100-year floodplain and to limit fills that raise the flood elevation for the City above 1-foot. Based on the City requirement to limit grading impacts to less than 1 foot and to meet FEMA NFIP requirements, any project that places more than an average of 1-foot of fill above existing grades within the 100-year floodplain should likely be evaluated by a registered Professional Engineer (PE) to confirm a No-Rise certification.

In our opinion, an application grading within any flood hazard areas should automatically trigger an 'Engineered Grading' review and requires review by the planning and building departments for compliance with City code and FEMA requirements. Only areas outside the FEMA flood hazard areas would be allowed to adhere to 'Regular Grading' reviews.

Natural Resource Impacts (Wetlands/Waters). Due to Warrenton's location on the Oregon coast and its proximity to the Columbia River, sloughs, and other waters of the state, a significant portion of the land within the City is identified as wetlands and waters of the state. The attached Exhibit 2 shows the extents of the mapped local wetland inventory within the limits of the City of Warrenton.

According to ORS 215.418 and 227.350, Cities and Counties are required to submit a Wetland Land Use Notification (WLUN) to DSL to determine if a state permit may be necessary for any land use projects that impact jurisdictional wetlands and waters of the state. Therefore, projects that require land use approvals from the City are required to verify that the project does not have wetlands or waters onsite. However, the City's current grading code does not currently require wetland verification prior to issuing regular grading permits.

Oregon's removal-fill law requires the protection of wetlands and waters by requiring a permit for grading projects that add, remove, or move more than 50 cubic yards of material within these protected Natural Resource areas. The Oregon Department of State Lands (DSL) regulates and assists in protecting wetlands and waters by requiring removal-fill permits for the following types of activity:

- Any proposal in wetlands or waters that includes physical alteration of the land including excavation, placement of fill (soil, gravel, rock, or any other material) and grading.
- Development in floodplains and floodways where any part of the project area is wholly or partially within areas identified as wetlands, waters or hydric soils.\

Therefore, in our opinion, in order to comply with Oregon law, all grading permits should be required to be evaluated for potential impacts to wetlands and waters of the state. Projects that require removal-fill permits from DSL or US Army Corps of Engineers (USACE) should require submittal to meet 'Engineered Grading' requirements. Projects that do not impact wetlands/waters of the state can be reviewed and shall meet the requirements of 'Regular Grading'.

At a minimum, the local wetland inventory maps should be utilized by the planning department to determine whether the property potentially contains wetlands/waters of the state and whether 'Engineered Grading' review is required. If a property is mapped with any portion of local wetland inventory, additional wetland delineations by Wetland Scientists/Consultants should be required to verify and obtain DSL concurrence for the wetland boundaries on the project site. This would automatically trigger 'Engineered Grading' review requirements.

Erosion Control Permits. Per Section 16.140.040 of the CWMC, erosion control plans are required for all projects that disturb over one acre of land or are part of projects which require site plan review (i.e. Site Development Review permits or Public Works Improvement permits). In addition, Oregon's water quality laws (ORS 468B.050) and Section 402 of the Federal Clean Water Act are implemented with the City's code requirement for grading permit applicants with over 1-acre of disturbance to apply and obtain a National Pollutant Discharge Elimination System (NPDES) 1200(C) permit from the Oregon Department of Environmental Quality (DEQ).

DEQ requires the preparation of erosion control plans be prepared by registered Professional Engineers (PE) for any construction activities that disturb twenty or more acres of land and for sedimentation basins or diversion structures for erosion and sediment control. In general, the majority of projects that require obtaining a 1200C permit within the City of Warrenton (likely large site/subdivision development projects) would likely be defined as 'Engineered Grading' as the permit requires the use of engineering practices to develop the erosion and sediment control plan with grading contours, vegetation protection/restoration, and stormwater controls.

These erosion control permits and their requirements (local or DEQ 1200C permits) are intended to reduce/limit impacts to water quality within the wetlands and waters of the state by reducing/limiting the amount of sediment and debris from construction activities such as grading.

Slopes/Setbacks. Both the CWMC (Section 16.152.120) and Appendix J of the OSSC identify recommended setbacks to property lines and slope inclinations for cut and fill slopes. In our opinion, these setbacks are closely tied to all grading within the City as these code requirements are intended to provide a building code baseline to 'protect' adjacent properties owners from slope stability concerns, erosion, and drainage impacts due to grading. These building code requirements are typically reviewed by the local building official as part of the grading permit review process and should not be exclusive to either regular or engineered grading permits within the City of Warrenton.

Stormwater Drainage Impacts. Placing fill on a property that changes the direction of surface runoff or potentially increases the volume of surface water flows will have an impact on the downstream system. Due to development within the City of Warrenton, localized areas have been identified across the City as having known flooding problems. These areas of concern have been identified as properties/areas within the City with 'Known Flooding Concerns' as depicted on the attached Exhibit 3.

Any fill placement within these areas will likely exacerbate the current flooding issues from stormwater runoff in these areas. Therefore, 'Engineered Grading' reviews should be required for all grading projects to require engineering for the stormwater conveyance from the project and a downstream analysis storm system to ensure that additional flooding is not created by the grading (thereby reducing the potential for flood damage). This requirement for engineered analysis for areas with known flood concerns is very typical for most jurisdictions and is generally required in the City's Stormwater Management Plan (February 2008).

Site/Subdivision Development Permits. In general, all site development or subdivision projects within the City of Warrenton require land use review and approval. The land use review process and conditions of approval from the land use approval process typically require identify permit requirements and/or standards for construction. In addition, subdivision projects typically require concurrent Public Improvement Permit review/approvals since future public rights-of-way (ROW) are being dedicated to the public and/or improvements to provide services to the project occur within existing streets and rights-of-ways.

In general, these projects typically require design by a registered PE or licensed Architect (especially with regard to Public Improvements) and therefore should be defined as 'Engineered Grading' under the City's code.

Public Improvement Permits. All construction work (including grading) affecting the public right-of-way requires application and approval for Public Improvement Permit (PIP). In addition, work planned for proposed future rights-of-way and/or easements to be dedicated to the City are also required to obtain a PIP prior to starting work. Construction plans for public improvements are required to be designed by a registered PE and therefore would be defined as 'Engineered Grading' under the City's code.

Conclusions/Recommendations. Review of the City grading code (Section 16.152) indicates that the current grading permit requirements allow the possibility for future developers and contractors to obtain a regular grading permit that allows them to fill in regulated wetlands/waters of the state and FEMA flood hazard areas which potentially violates Oregon/Federal laws. The 5,000 CY threshold to differentiate between 'regular' and 'engineered' grading permits places a significant burden on the building official to identify the need engineered grading permit review to avoid potential neighbor impacts or violations of Oregon/Federal laws.

The attached Table 2 provides a City grading code comparison that provides a quick overview of hazard scenarios in which there is the potential for regular grading permits to cause harm to the general public. City code revisions and the regular grading permit process updates are needed for regular grading permits to ensure that the general public is protected.

Exhibit A at the end of the report combines the various hazard boundaries (wetland, flood, drainage hazard Exhibits 1-3) into a single Engineered Grading Permit Extents boundary to identify the properties that should require 'Engineered Grading' permits. The further clarification between regular and engineered grading permit reviews allows development to continue throughout the City since the City's review process will verify that the grading will not violate City code, State or Federal laws, or result in adverse impacts to neighboring properties or the general public.

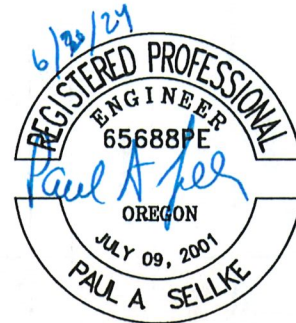
Recommended revisions to the City Grading, Fill, and Erosion Control Permit Application are also included in an attachment for the City's review/use.

If you have any questions regarding this letter or our comments, please do not hesitate to email with any questions.

Sincerely,
AKS ENGINEERING & FORESTRY, LLC



Paul A. Sellke, PE, GE
Project Engineer
503-561-6151 ext. 219 | PaulS@aks-eng.com



RENEWAL DATE: 6/30/26

Attachments:

- Table 2 – Current City Code Grading Requirement Comparison Chart
- Exhibit 1 – FEMA Flood Hazard Extents
- Exhibit 2- Oregon/Local Wetland Inventory Extents
- Exhibit 3 – Known Flooding Concern Areas within the City
- Exhibit A – Engineered Grading Permit Extents
- City of Warrenton Grading, Fill, & Erosion Control Permit Application – PDF markups

Cc: Matthew Ellis, AICP – City of Warrenton (mellis@warrentonoregon.us)
Judith Stich – City of Warrenton (jistich@warrentonoregon.us)

Table 2 - Current City Code Grading Requirement Conflict Comparison Chart

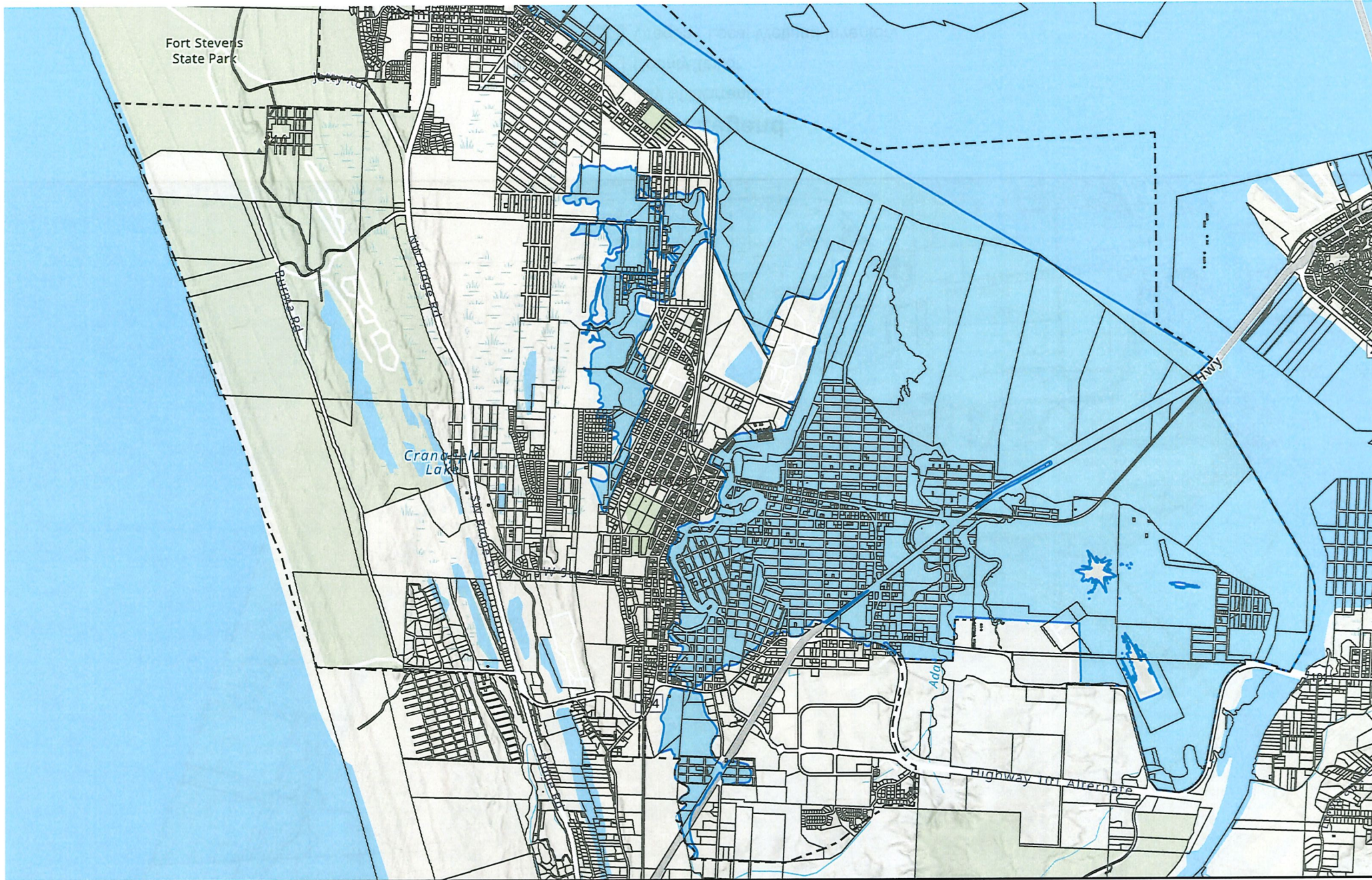
Potential Grading Impacts Evaluated	Regular Grading Allowed under Current Code ^a	Does allowing Regular Grading Permits Potentially Result in Harm to Neighbors ^b	Does allowing Regular Grading Permits Potentially violate Oregon/Federal Laws ^c	Should Engineered Grading Requirements be Required for Impacts? ^d
Grading Volumes (Below 5,000 CY)	Yes	Yes	Yes	Yes, if greater than 1-ft in depth
Grading Volumes (Above 5,000 CY)	No	Yes	Yes	Yes, if greater than 1-ft in depth
Flood Hazard Impacts	Yes	Yes	Yes	Yes
Natural Resource Impacts	Yes	No	Yes	Yes
Erosion Control Permits	Yes, if < 1 acre	Yes	No, if < 1 acre	Yes, if > 1 acre
Slope/Setbacks	Yes	Yes, if > 1 ft	No	Yes, if > 1 acre
Stormwater Drainage impacts	Yes	Yes	No	Yes, for known drainage issue areas
Site/Subdivision Development Permits	No	n/a	n/a	Yes
Public Improvements Permits	No	n/a	n/a	Yes

^a Regular grading allowed for projects with less than 5,000 CY




^b yellow highlighted cells indicate potential impacts to adjacent properties and City.

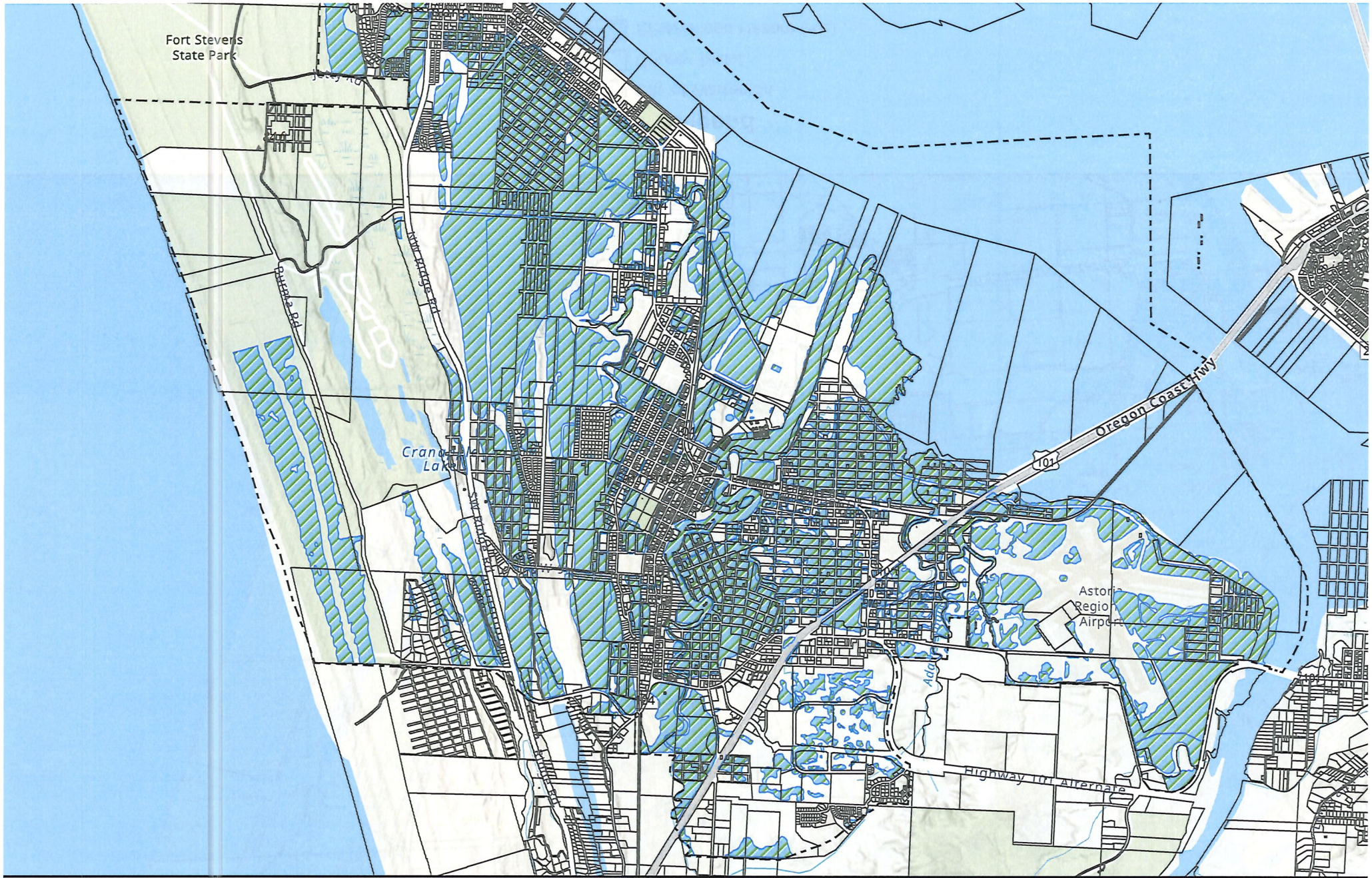
^c Orange highlighted cells indicate fills within wetlands or mapped flood hazard areas could result in potential violations of Oregon/Federal laws or FEMA requirements.

^d Requires submittal by licensed PE



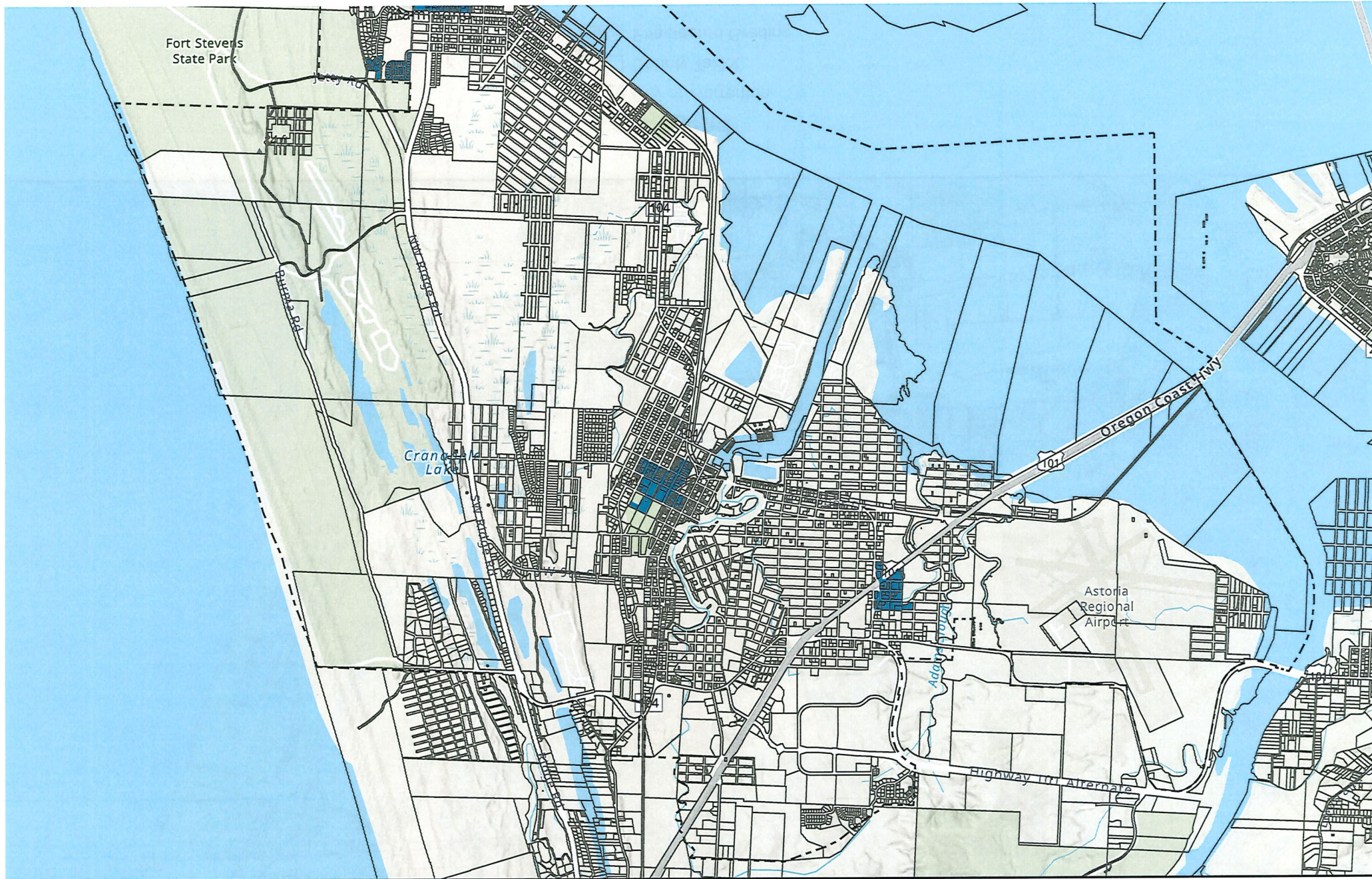
Legend

-  City of Warrenton
-  County Taxlot
-  FEMA Flood Hazard (AE)






Legend

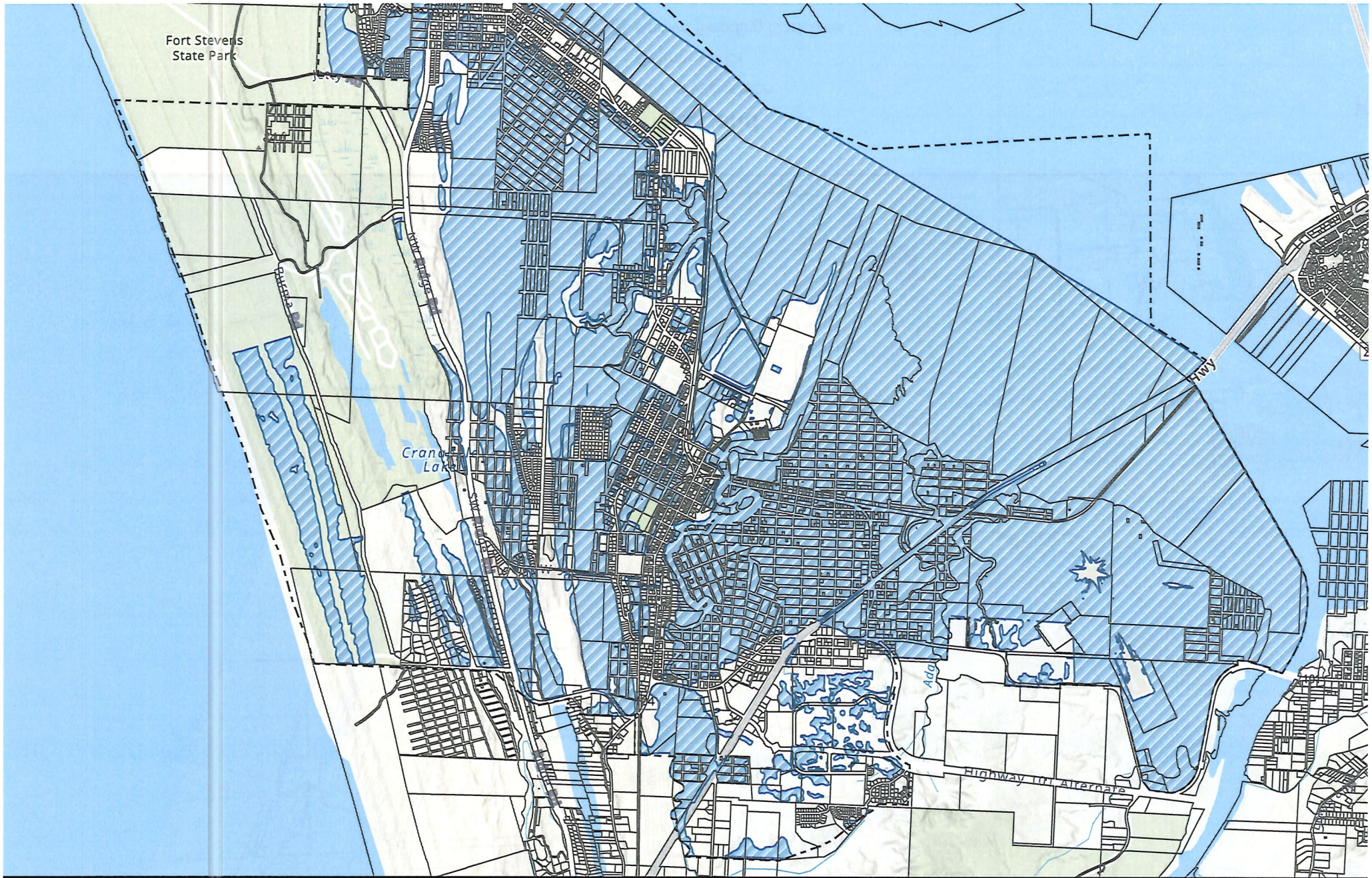
-  City of Warrenton
-  County Taxlot
-  Oregon / Local Wetland Inventory






Legend

-  City of Warrenton
-  County Taxlot
-  Known Flooding Concerns

K



Legend

-  City of Warrenton
-  County Taxlot
-  Engineered Grading



Grading, Fill, and Erosion Control Permit Application

City of Warrenton
 Planning and Building Department
 225 S. Main Ave • P.O. Box 250 • Warrenton, OR 97146
 Ph (503) 861-0920 • Fax (503) 861-2351
 Email: buildingclerk@ci.warrenton.or.us

DEPARTMENT USE ONLY	
Permit no.:	
Submittal Date:	
Permit Issue Date:	
DEVELOPMENT CLEARANCE	
<input type="checkbox"/> Public Works Approved	Date:
<input type="checkbox"/> Planning Approved	Date:
<input type="checkbox"/> Conditions of approval have been provided to applicant.	
<input type="checkbox"/> Development clearance not applicable for this permit.	

NOTICE: Applicant shall receive development clearance review approval from City of Warrenton Public Works, and Planning Departments prior to the initiation of Building Department review procedures. Any and all conditions of approval shall be noted on construction documents.

SITE INFORMATION	
Job Site Address:	
City/State/ZIP:	
Tax Map/ Tax Lot No.:	
<input type="checkbox"/> Single Lot	<input type="checkbox"/> Multiple Lots (Specify # of Lots):
Wetlands: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown	Floodplain: <input type="checkbox"/> Yes <input type="checkbox"/> No
Existing Site Use:	
Future Site Use:	
DESCRIPTION OF WORK	
APPLICANT INFORMATION	
Name: unknown	
Mailing address: Cut/fill within	
City/State/ZIP:	
Phone:	Mobile Phone:
Email:	
PROPERTY OWNER INFORMATION	
<input type="checkbox"/> Same as Applicant Information	
Name:	Disturbed area greater than
Mailing address:	
City/State/ZIP:	
Phone:	Mobile Phone:
CONTRACTOR INFORMATION	
Business name:	
Address:	
City/State/ZIP:	
Phone:	
Email:	
CCB Lic. No.:	
City of Warrenton Business Lic. N	
CIVIL / GEOTECH	
Business name:	
Address:	
City/state/ZIP:	
Phone:	Fax:
Email:	

GRADING INFORMATION	
Excavation Total Volume (Cubic Yards):	
Excavation Max. Depth (Feet):	
Fill Total Volume (Cubic Yards):	with depths greater than 1-foot
Fill Max. Depth (Feet):	
Total Disturbed Area (Square Feet):	
SITE CONDITIONS	
<input type="checkbox"/> Material removed or filled exceeding 50 cubic yards either imported, removed, or relocated on-site.	
<input type="checkbox"/> All grading-fill work in excess of 5,000 cubic yards shall have an approved grading plan prepared by a registered civil engineer.	
Property contains known or unknown wetlands, streams, riparian edge.	
<input type="checkbox"/> Contact Oregon Dept. of State Lands for additional information, including wetland determination forms, and delineation applications.	
<input type="checkbox"/> Wetland material removed requires a "Removal-Fill Permit" issued by Oregon Dept. of State Lands.	
<input checked="" type="checkbox"/> Area of 1 acre to less than 5 acres, DEQ 1200-C permit required.	
<input type="checkbox"/> Area of 5 acres or greater, DEQ 1200-C permit required.	
<input checked="" type="checkbox"/> Steep slopes within the disturbed area exceed (33%) 1-unit vertical in 3-units horizontal.	
<input type="checkbox"/> Retaining walls supporting slopes exceeding (33%), wall height exceeds 48-inches.	
<input type="checkbox"/> Roads and or culverts; new, realigned, or relocated for any proposed development	
<input type="checkbox"/> Commercial or Industrial site development	
PROJECT VALUATION	
Permit fees are based on the value of the work performed. Indicate the value (rounded to the nearest hundred) of the equipment, materials, labor, overhead, and the profit for the work indicated on this application. Minimum Permit Fee:....\$106.00	
Valuation: \$	

DEPARTMENT USE ONLY	
(A) Valuation.....	\$
(B) Plan review 65%, if required (.65 x [A]).....	\$
(C) Investigation Fee, if applicable.....	\$
TOTAL fees and surcharges (A+B+C+D):	\$

MINIMUM REQUIRED SUBMITTAL DOCUMENTS

- SITE PLAN (*drawn to appropriate scale, e.g 1"=10'*)
 - The location of all property lines with dimensions in relation to site development.
 - The names and locations of all internal or adjacent roadways and access easements.
 - The location of existing and proposed structures, with full dimensions.
 - The location of wetlands, lakes, rivers, streams, channels, ditches, dikes or other water courses on or near development site.
 - The direction of surface water flow.
- EROSION CONTROL PLAN (*drawn to appropriate scale, e.g 1"=10'*)
 - Show the location of existing vegetation adjacent to any watercourse.
 - Show the areas where vegetative cover will be retained and the type and location of measures taken to protect vegetation from damage.
 - Show areas where vegetative cover will be removed and the location of all temporary and permanent erosion control measures to be used including but not limited to: silt fencing, straw bales, graveling, mulching, seeding, and sodding.
 - Show the type and location of proposed storm water management from roofs, parking and other impervious areas.
 - Show any surface water diversion showing ground and surface water diverted to an alternate natural drainage path or a storm water conveyance system.
 - Include an indication of slope steepness, by degree, percentage or ratio. Include gradient of surface water flow.
 - Show the general topography (elevation of terrain) characteristics of surrounding property.
 - Show location of the construction access driveway(s) and vehicle parking area(s). Provide BMP's at construction ingress/ egress (e.g. rock, shaker, plates, etc.)
 - Show the location and size of soil/fill stockpiles.
 - Show the location of existing and proposed structures, with location of roof down spouts and storm water drainage locations.
- EROSION CONTROL STATEMENT
 - A schedule of land disturbance activities, project phasing, and the time frame for placement of both temporary and permanent erosion and sediment control measures.
 - The name, address, and phone number of the person(s) responsible for placement, monitoring, and maintenance of the temporary and permanent erosion control measures.
 - A statement signed by the property owner and building contractor/developer certifying that any land clearing, construction, or development involving the movement of earth shall conform to the plans as approved by the City of Warrenton Planning, Public Works, and Building Departments.

CONDITIONS OF APPROVAL

- Work commencing prior to permit issuance is subject to fees in addition to the required permit fees.
- Work done without proper inspections will be subject to rejection.
- The proposed work shall not violate any recorded deed restrictions that may be attached to or imposed upon the subject property.
- Authorization of this permit shall be void after 180 days unless substantial construction or use pursuant thereto has taken place.
- This permit grants no rights to trespass on adjacent property and in no way relieves the owner of the property from liability for any damages caused by acts relative to this permit.
- The issuance of this permit shall not be construed as Building Department approval for associated new construction site plan or plot plan.
- Fire Department access to fire hydrants shall be maintained at all times.
- Public right-of-way shall not be in any way impeded, blocked, or temporary ramp(s) installed without proper permits and approvals granted. *Please contact Public Works and or ODOT for right-of-way permit and other requirements.*
- The applicant shall take care to avoid damage to subsurface and above ground utilities, and shall be responsible for repairs to utilities damaged by their actions.
- All erosion control measures must be installed and approved prior to beginning of any site work.
- It is the responsibility of the permit holder or authorized agent to schedule inspections.

APPLICANT SIGNATURE

I hereby certify I have read and examined this application and know the same to be true and correct. All provisions of laws and ordinances governing this type of work will be complied with whether specified herein or not.

Signature:

Date:

Print name:



City Commission Agenda Memo

Meeting Date: August 28th, 2024
 From: Greg Shafer, Public Works Director
 Subject: Approval of Qualified Pool Membership for Professional Service Consultants

Summary:

As approved by the City Commission, City Staff initiated a Request for Qualifications (RFQ) process to establish a Qualified Pool List for various professional service consultants. The RFQ was conducted in accordance with the City of Warrenton's Municipal Code Section 3.28.090 (B). We received an impressive number of outstanding proposals from prospective consultants.

In compliance with the Municipal Code, we are now requesting City Commission approval of the Qualified Pool membership list. This list will be reviewed and renewed on an annual basis to ensure the City has access to a pool of qualified consultants capable of providing essential professional services.

Recommendation/Suggested Motion:

"I move that the City Commission approve the Qualified Pool Membership List for various professional service consultants as presented. This Qualified Pool will be reviewed and renewed on an annual basis, in accordance with the City of Warrenton's Municipal Code Section 3.28.090 (B)."

Alternative:

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

Fiscal Impact:

N/A

Attachments:

- Qualified Pool List

Approved by City Manager: _____

2024 Qualified Pool List by Category

Civil Engineering	
Westlake Consultants, Inc.	Keller Associates
North Coast Civil Design	Cornforth Consultants, Inc.
Lower Columbia Engineering	Tetra Tech
ZCS	Wallis Engineering
Kennedy Jenks	Grayling Engineers
Conсор	Windsor Engineering
HDR	AKS Engineering & Forestry, LLC
Richard Stelzig Engineering	Civil West Engineering Services, Inc.
Kittelson & Associates, Inc.	3J Consulting
West Consultants	

Structural Engineering
Lower Columbia Engineering
ZCS
Keller Associates

Transportation Engineering	
North Coast Civil Design	Kittelson & Associates, Inc.
Lower Columbia Engineering	Keller Associates
ZCS	Wallis Engineering
Conсор	AKS Engineering & Forestry, LLC
HDR	Civil West Engineering Services, Inc.
Richard Stelzig Engineering	3J Consulting

Traffic Engineering
Lower Columbia Engineering
HDR
Kittelson & Associates, Inc.

System Master Planning	
North Coast Civil Design	Kittelson & Associates, Inc.
Lower Columbia Engineering	Keller Associates
ZCS	Tetra Tech
Kennedy Jenks	Grayling Engineers
Conсор	Windsor Engineering
HDR	Civil West Engineering Services, Inc.

General Planning Services
Lower Columbia Engineering
AKS Engineering & Forestry, LLC
3J Consulting

Land Surveying
Westlake Consultants, Inc. S&F Land Surveying Magyar Land Surveying LLC AKS Engineering & Forestry, LLC Civil West Engineering Services, Inc.

Pavement Design
North Coast Civil Design Lower Columbia Engineering Wallis Engineering

Project Management Services	
North Coast Civil Design Lower Columbia Engineering Conсор Richard Stelzig Engineering Keller Associates	Tetra Tech Wallis Engineering Kujala Consulting Windsor Engineering Civil West Engineering Services, Inc.

Construction Management Services	
North Coast Civil Design Lower Columbia Engineering Conсор HDR	Richard Stelzig Engineering Wallis Engineering Windsor Engineering AKS Engineering & Forestry, LLC

Architectural Services
Lower Columbia Engineering ZCS Viridian Architecture LLC RSS Architecture, P.C.



City Commission Agenda Memo

Meeting Date: August 27, 2024
 From: Greg Shafer, Public Works Director
 Subject: New Land Uses to Transportation SDC Schedule

Summary:

City Methodology for assessing system development charges (SDCs) was developed by Financial Consulting Services Group, Inc., in 2011 and adopted by Resolution No. 2401. Transportation SDCs are determined by the number of PM peak hour person trips (PHPTs), based on data in *Trip Generation* for the property's particular land use. The Methodology does not provide trip rates for accessory dwelling units (ADUs) and food cart pods. Financial Consulting Services Group, Inc. was retained to estimate trip rates for these two land uses in a manner that is consistent with the existing SDC Methodology. Public Works proposes that the land uses "Accessory Dwelling Unit" and "Food Cart Pod" be added to the schedule of transportation system development charges.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title, of Resolution No 2679; A Resolution Updating the Schedule of Land Uses for Transportation System Development Charges."

Alternative:

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

Fiscal Impact:

None

Attachments:

- Resolution No. 2679
- Summary: Understanding System Development Charges (SCC's)

Approved by City Manager: _____

RESOLUTION NO. 2679

A RESOLUTION UPDATING THE SCHEDULE OF LAND USES FOR TRANSPORTATION SYSTEM DEVELOPMENT CHARGES

WHEREAS, Oregon Revised Statutes Chapter 223 and Warrenton Municipal Code Chapter 3.36 authorize the collection of System Development Charges; and

WHEREAS, the City Commission has need to determine a more equitable transportation system development charge for accessory dwelling units and food carts; and

WHEREAS, the City Commission retained Financial Consulting Solutions Group, Inc., in 2024 to estimate trip rates for accessory dwelling units and food carts in a manner that is consistent with the City's existing system development charge methodology.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Warrenton that two land uses are added to the schedule of transportation system development charges. "Accessory dwelling unit" is a residential land use to be charged transportation system development charges at the rate of 0.77 net new peak-hour person trip-end per dwelling unit. "Food cart pod" is a commercial land use to be charged transportation system development charges at the rate of 4.65 net new peak-hour person trip-ends per food cart.

This Resolution takes effect October 1, 2024.

Adopted by the City Commission of the City of Warrenton this 10th day of September, 2024.

APPROVED:

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, City Recorder



Summary: Understanding System Development Charges (SDCs)

P. O. BOX 250 ■ WARRENTON, OR 97146 -0250 ■ OFFICE: 503.861.2233 ■ FAX: 503.861.2351

System Development Charges (SDCs) are fees imposed on new developments and redevelopments to fund the infrastructure improvements needed to support community growth. These charges help ensure that the costs of expanding public services—such as water, wastewater, stormwater, transportation, and parks—are distributed fairly, preventing an undue financial burden on existing residents.

Purpose of SDCs: SDCs are implemented to ensure that new developments contribute to the necessary upgrades and expansions of public infrastructure. This approach maintains service quality and supports sustainable growth in the community.

Calculation and Payment of SDCs: In Warrenton, SDCs are calculated as follows:

- **Water and Wastewater SDCs:** These are calculated based on the size of the water meter installed for a property. The larger the meter, the higher the SDC, reflecting the anticipated increased demand on the water and wastewater systems.
- **Stormwater SDC:** This is determined by the number of Equivalent Dwelling Units (EDUs), which are calculated based on the property's impervious surface area. One EDU equals 2,000 square feet of impervious surface area. For single-family residences, each is counted as one EDU, regardless of the actual impervious surface area.
- **Transportation SDC:** This is calculated based on the number of PM Peak Hour Person Trips (PM PHPTs) the property generates, as defined by the land use data in the Trip Generation manual.
- **Parks SDC:** This charge is based solely on the number of dwelling units on a property. Non-residential properties are exempt from the Parks SDC, as the charge applies only to residential developments.

SDCs are payable upon the issuance of several types of permits, including building, development, and connection permits. By implementing SDCs in this manner, the City of Warrenton ensures that infrastructure costs are proportionately shared by those who contribute to increased demand.

This information is based on the Final SDC Methodology Report approved by the City Commission in 2012. The full System Development Charge Report, Current fees, etc can be found on the City of Warrenton Website: <https://www.warrentonoregon.us/publicworks/page/system-development-charges>

“Making a difference through excellence of service”

The City of Warrenton uses a Transportation System Development Charge (SDC) rate of \$665 per PM Peak Hour Person Trip (PHPT), effective July 1, 2024.

Example Scenarios:

- A developer wants to build an Accessory Dwelling Unit (ADU) on a residential property.

Accessory Dwelling Unit (ADU):

- The ADU is treated as a single dwelling unit.
- The transportation SDC for an ADU is based on 0.77 PM PHPTs per dwelling unit.
- **PHPT Calculation:** 1 ADU × 0.77 PHPTs = 0.77 PHPTs total.
- **Fee Calculation:** 0.77 PHPTs × \$665/PHPT = \$512.05.
- The total transportation SDC for the ADU is **\$512.05**.

- A developer is planning to set up a food cart pod with 5 carts on the property.

Food Cart Pod:

- The food cart pod will have 5 carts.
- The transportation SDC for each food cart is based on 4.65 PM PHPTs.
- **PHPT Calculation:** 5 carts × 4.65 PHPTs/cart = 23.25 PHPTs total.
- **Fee Calculation:** 23.25 PHPTs × \$665/PHPT = \$15,461.25.
- The total transportation SDC for the food cart pod is **\$15,461.25**.



City Commission Agenda Memo

Meeting Date: August 27, 2024
 From: Esther Moberg, City Manager
 Subject: Advanced Financing District

Summary:

The Commission held a public hearing, followed by discussion and a question-and-answer session for the property owners involved. The Commission will now make a determination on the formation of the Advanced Financing District that has been requested by Palmberg and Canessa for the financing of the public sanitary sewer system associated with the Latitude 46 and Jetty Stone apartment complexes for the portion which serves properties adjacent to SE Jetty Ave, SE King Ave, and a portion of Highway 101 Business (Alt 101).

Should the AFD be approved, the AFD billing shall be assessed and billed upon development or connection from the individual properties to the public infrastructure. The seven laterals as described in the project shall be installed and billed as soon as possible. There will be an allowance for a minimal delay of immediate connection to the sewer lateral based on weather conditions for the first seven laterals by the property owners.

Recommendation/Suggested Motion:

I move to approve Resolution No. 2674 designating an advanced financing district in a not-to-exceed amount of \$409,999.999 pending final contractor invoices and benefitting certain properties for the SE Jetty Avenue sanitary sewer improvements, and that the City enter into a reimbursement agreement with Palmberg Properties, LLC and Latitude 46, LLC, provided that the same supply paid contractor invoices to staff to revise their reimbursement payments for actual costs.

Other Motion:

"I make a motion to not approve Resolution No. 2674 designating an advanced financing district. This is based on the following information: "

Fiscal Impact:

The fiscal impact is directly upon the property owners that are required to connect within a short amount of time (the 7 with lateral connections) Others shall be required to connect upon development or upgrades to sewer systems on properties.

The City will receive 3% in administrative fees to cover the cost of administering this program.

Attachments:

- AFD packet

Approved by City Manager: _____

RESOLUTION 2674

Introduced by All Commissioners

A RESOLUTION OF THE CITY OF WARRENTON DESIGNATING AN ADVANCED FINANCING AREA OF BENEFITING PROPERTIES FOR THE SE JETTY AVENUE SANITARY SEWER IMPROVEMENTS AND DIRECTING STAFF TO PREPARE A REIMBURSEMENT AGREEMENT WITH PALMBERG PROPERTIES, LLC AND LATITUDE 46, LLC FOR CITY COMMISSION APPROVAL

WHEREAS, Warrenton Municipal Code (WMC) Chapter 3.16 Advance Financing of Public Improvements permits private developers who finance and install public improvements to seek reimbursement from the other persons or entities who benefit from those improvements; and

WHEREAS, Palmberg Properties, LLC and Latitude 46, LLC, the builders (Builders) of Jetty Stone Apartments and Latitude 46 Apartments, were required to finance and construct a sanitary sewer extension and seven sewer laterals that would have the capacity to serve not only the Jetty Stone Apartments and Latitude 46 Apartments but also new and existing development on certain adjacent properties; and

WHEREAS, the Builders applied for the advanced financing for the public improvement as authorized by WMC 3.16; said public improvements are described in the City Engineer of Record's report; and

WHEREAS, the City's Engineer of Record prepared a report recommending approval of the reimbursement area with a methodology for equitably spreading the costs of the improvements among benefiting properties; and

WHEREAS, on May 28, 2024, the City Commission held an informational public hearing and accepted testimony on the proposed reimbursement area; and

WHEREAS, WMC 3.16.090 requires the City Commission's decision to be contained in a resolution.

NOW, THEREFORE, THE CITY OF WARRENTON RESOLVES AS FOLLOWS:

Section 1. The sanitary sewer extension, and the sewer laterals for tax lots 81027AB02800, 81027AB03000, 81027AB03200, 81027AB03500, 81027AB04200, 81027AB05000, and 81027AB05100, constructed and financed by Builders to serve the Jetty Stone Apartments and Latitude 46 Apartments with capacity to serve existing and new development on certain properties is hereby designated as an Advanced Financed Public Improvement.

Section 2. The City Engineer of Record's report, attached as Exhibit A and incorporated into this resolution, is approved and adopted.

Section 3. The properties benefiting from the public improvements are shown on Map 1 in Exhibit A and are listed in Table 2. As particularly described in WMC 3.16.100.A, each benefiting property

is required to pay to the City its equitable share of the improvements at such time as the owners apply for access or connection to the advanced financed public improvement or apply for building permits for projects that utilize the advance financed public improvements.

Section 4. The amount to be paid by each benefiting property will be increased by 3.5 percent per annum simple interest from the date of this resolution.

Section 5. The City Manager is directed to prepare an agreement with Builders for City Commission approval in accordance with WMC 3.16.090.

Section 6. An administrative fee for the City's benefit is established in the amount of 3%. This fee will be subtracted from the reimbursement distributed to Builders after each benefiting property owner makes payment.

Section 7. The Jetty Stone, LLC and L46, LLC's right to reimbursement ends ten (10) years from the effective date of this resolution.

ADOPTED by the City Commission of the City of Warrenton this 27th Day of August 2024.

APPROVED

Henry Balensifer III, Mayor

ATTEST

Dawne Shaw, City Recorder



AGENDA MEMORANDUM

TO: Warrenton City Commission
FROM: Esther Moberg, City Manager
DATE: May 28, 2024
SUBJ: SE Jetty Avenue Sanitary Sewer Advance Funding of Public Improvements

SUMMARY:

The SE Jetty Avenue sanitary sewer improvements consist of $\pm 1,415$ linear feet of public 10-inch-diameter mainline pipe from an existing manhole and seven sewer laterals that are adjacent to Business US 101 (Fort Stevens Highway Spur, Oregon Route 104) and extend to the intersection of SE Jetty Avenue and SE 13th Place. This sanitary main extension was constructed to serve the Jetty Stone and Latitude 46 apartment complexes along the west side of SE Jetty Avenue. This main extension will also provide sanitary sewer service to existing properties that are undeveloped, consist of underdeveloped general commercial property, or currently are on septic systems within the City. Seven sewer laterals will be included in this project for 7 existing homes currently on septic that will not need a lift station to connect. The SE Jetty Avenue sanitary sewer improvements have been constructed by the developer's contractor and City staff has obtained as-builts and passing tests required per City Public Works standards (vacuum, mandrel, and television tests), but final acceptance has not been issued for the public improvements.

Warrenton Municipal Code (WMC) 3.16 provides a mechanism for reimbursing private parties who build oversized public facilities. As properties that benefit from the capacity provided by the oversized facility develop and connect to the facility, the owners make a proportional reimbursement contribution to the City, which in turn reimburses the original developer. By code and resolution, this reimbursement mechanism has a finite life of 10 years.

Following the procedures of WMC 3.16, Palmberg Properties, LLC and Latitude 46, LLC submitted a request to establish an advanced financing mechanism for

reimbursement for the sewer improvements. The City's Engineer of Record reviewed the technical components of the application package and concluded that it is in order (see the attached memorandum from Paul Selke, PE, GE). Included in the package is a map identifying the potentially benefitting properties and a schedule of the proportional reimbursement contribution for each tax lot based on the area of each property relative to the total area of all properties that would potentially benefit.

WMC 3.16.070 requires an informational public hearing in which all parties and the general public shall be given the opportunity to express their view and ask questions pertaining to the advance financed public improvement. The Commission has the sole discretion, after the public hearing, to decide whether an advance financing resolution shall be passed.


Staff believes that Palmberg Properties, LLC and Latitude 46, LLC have submitted the requisite materials and that this request for advance financing warrants approval.

RECOMMENDATION/SUGGESTED MOTION:

"I move to approve Resolution No. 2674 designating an advanced financing area of benefitting properties for the SE Jetty Avenue sanitary sewer improvements, and that the City enter into a reimbursement agreement with Palmberg Properties, LLC and Latitude 46, LLC, provided that the same supply paid contractor invoices to staff to revise the reimbursement payments for actual costs."

FISCAL IMPACT

The City will receive three percent of all reimbursement contributions to cover the cost of administering this program.

Approved by City Manager:  _____

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



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www.aks-eng.com

KEIZER, OR
3700 River Road NE
Suite 1
Keizer, OR 97303
(503) 400-6028

THE DALLES, OR
3775 Gates Way
The Dalles, OR 97053
(541) 256-9177

TUALATIN, OR
12905 SW Hamman
Road, Ste 100
Tualatin, OR 97062
(503) 563-6151

KENNEWICK, WA
501 N Quay Street
Suite C-102
Kennewick, WA 98336
(509) 905-0219

VANCOUVER, WA
9600 NE 126th Avenue
Ste 2520
Vancouver, WA 98682
(360) 892-0419

WHITE SALMON, WA
107 W Jewett, Ste 100
White Salmon, WA
99672
(509) 781-3227

Date: 5/9/2024

To: Warrenton City Commission

Cc: Esther Moberg (City Manager)
Greg Shafer (Public Works Director)
Twyla Vittetoe (Engineering Technician)
Brian Crouter (Project Coordinator)

From: Paul Sellke, PE, GE (City Engineer Consultant, AKS Engineering & Forestry, LLC)

Project Name: Jetty Avenue AFD Direct Analysis Report

AKS Job No.: 9950

Project Site: SE Jetty Avenue

Subject: [Direct Analysis Report By City Engineer](#)
[Request To Establish Advanced Financing Agreement For](#)
[SE Jetty Ave Public Sanitary Sewer](#)

This report by AKS Engineering & Forestry, LLC (AKS) as the consultant for the City Engineer has been prepared to address criteria within Chapter 3.16, *Advanced Finance District (AFD) Ordinance*, of the City of Warrenton's Municipal Code (WMC), which includes a Direct Analysis report per WMC Section 3.16.060. Lower Columbia Engineering (LCE) submitted an application with attachments (dated March 25, 2024) on behalf of Palmberg Properties, LLC and Latitude 46, LLC (Applicants) in which the establishment of an AFD is requested. The application will be required to follow the process requirements of the WMC sections 3.16.040 through 3.16.110, with notification requirements to all benefiting property owners and determination being made by the City Commission by passing an advanced financing resolution, and an AFD agreement between the developer and the City of Warrenton (City).

Background Information

The Jetty Avenue sanitary sewer extension project consists of ±1,415 linear feet of public 10-inch-diameter mainline pipe from an existing manhole that is adjacent to Business US 101 (Fort Stevens Highway Spur, Oregon Route 104) and extends to the intersection of SE Jetty Avenue and SE 13th Place. This sanitary main extension was constructed to serve the Jetty Stone and Latitude apartment complexes along the west side of SE Jetty Avenue. This main extension will also provide sanitary sewer service to existing properties that are undeveloped, consist of underdeveloped general commercial property, or currently are on septic systems within the City.

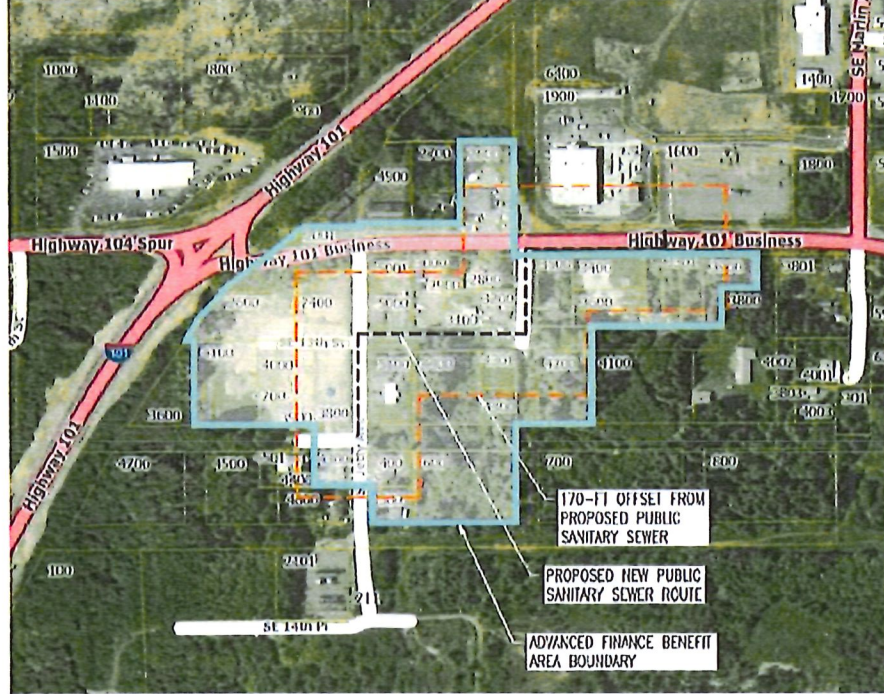
Based on information provided by City staff at the time of this report, the Jetty Avenue sanitary sewer main extension has been constructed by the developer's contractor and City staff has obtained as-builts and passing tests required per City Public Works standards (vacuum, mandrel, and television tests), but final acceptance has not been issued for the public improvements.

AFD Reimbursement District Boundary/Service Area Determination

The Applicants submitted a map showing the requested reimbursement district boundary (service area determination) based on WMC Section 13.08.020(C), which states the following: "If the public sewer is within

170 feet of the property line, the owner shall connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 90 days after date of official notice to do so.”

Map 1 – Applicant-Submitted AFD Boundary



City AFD Boundary Review

The Applicants have generally elected to identify the limits of the AFD boundary based on the outer property line of any property that is within 170 feet of the public sanitary sewer main. Tax lots 1600 and 1900 were excluded from the AFD boundary as these properties are already connected to the existing sanitary main downstream of the SE Jetty Avenue sanitary main extension. No explanation or reason was provided for excluding Tax Lots 4400 and 4600 from the AFD boundary. In our opinion, it appears that these properties were excluded from the boundary due to the fact that a sanitary sewer pump station is required for these properties to connect to the main (the sanitary main invert is equal or above the existing grade elevation of the properties).

AKS has reviewed the submitted AFD boundary request and generally concurs with the proposed boundary proposed by the applicant.

AFD Benefit Property Determination

The Applicants submitted a list of specific tax lots that were proposed to be within the boundary of the AFD. The address list identified Clatsop County assessor account ID, tax lot map numbers, owner names, and mailing addresses.

City AFD Benefit Property Review

AKS proceeded to verify this information to confirm the property information and the assessed acreage for each property. The properties owned by the Applicants (Palmborg Properties, LLC and Latitude 46, LLC) were consolidated into a single property/project due to the development of the Jetty Stone and Latitude 46 apartment complexes (highlighted in gray). See Table 1 below for additional information.



Based on our review of the engineering plans for the Jetty Avenue sanitary main, the main extension terminates at a depth of ±4.5 feet (cover depth of ±3.6 feet). Based on this depth, some of the properties along SE 13th Place (east of SE Jetty Ave) may be unable to construct gravity lateral connections to the mainline. Some properties may require additional costs to connect to the existing main (for pumps, private pump stations, low pressure force mains, imported fill to raise the project site, main reconstruction, etc.). We recommend that these properties be notified of this potential additional cost to connect to the public system due to the reasons stated above. At a minimum, this notification should be done concurrently with the notification process that is identified in Section 3.16.080 of the WMC.

Table 1: City Revised AFD Benefit Property List

Account No.	Tax Lot	Owner(s)	Property Address/Description
31822	810270000400	Tami & Lincoln Jackson	1340 SE Jetty Ave
31823	810270000500	Ashley Smith, Cynthia Hassenzahl	1360 SE Jetty Ave
31824	810270000600	Steven & Rayla Goldberg	SE 13th Place (no address)
31909	81027AB02600	Dowell Family Trust	1085 Alt Hwy 101
31911	81027AB02800	Sherry Knettle	1265 SE King Ave
31912	81027AB02900	Travis & Sherry Johnson	Alt Hwy 101 (no address)
31913	81027AB03000	Kenneth & Faye Katka	1060 Alt Hwy 101
31914	81027AB03100	Kenneth & Faye Katka	SE 13th Place (no address)
31915	81027AB03200	Rodney May	1275 SE King Ave
31916	81027AB03300	Steven & Rayla Goldberg	Alt Hwy 101 (no address)
31917	81027AB03301	Steven & Rayla Goldberg	Alt Hwy 101 (no address)
31918	81027AB03400	SWH Properties LLC	Alt Hwy 101 (no address)
31919	81027AB03500	Samuel Sadtler	1272 SE King Ave
31920	81027AB03600	SWH Properties LLC	SE 13th St (no address)
31924	81027AB03900	Steven & Rayla Goldberg	Alt Hwy 101 (no address)
31929	81027AB04200	Keith Soukkala, Steven & Rayla Goldberg	1320 SE King Ave
31930	81027AB04300	Robert & Julie Loper	SE 13th Place (no address)
31931	81027AB04301	Leonard Hansen	1319 SE King Ave
31932	81027AB04400	Steven & Rayla Goldberg	SE 13th St (no address)
31934	81027AB05000	Rebecca Greenway	1286 SE Jetty Ave
31935	81027AB05001	Rebecca Greenway	SE Jetty Ave (no address)
31936	81027AB05100	Robert & Claudeane May	1320 SE Jetty Ave
31972	81027BA4300	Nathan & Kimberly Tussing	1345 SE Jetty Ave
31954, 31956, 31969, 31970, 31971	81027BA02400, 2600, 4000, 4100, 4200	Palmberg Properties LLC (Co-Applicant)	Jetty Stone Apartment Complex
31967, 31968	81027BA03800, 3900	Latitude 47 LLC (Co-Applicant)	Latitude 46 Apartment Complex



Project Cost Determination

The Applicants submitted a cost breakdown of the project in the form of a project engineer’s cost estimate. The cost estimate consists of a budgetary cost estimate that includes costs for the completion of the sanitary main at the time that the estimate was generated (dated October 3, 2023). We understand that the project plans were approved for the public sanitary main extension on February 24, 2021 (part of the Jetty Stone Apartment Civil Improvement plans). The total budgetary cost for the project was estimated to be \$486,100.00.

Section 3.16.050(A) of the WMC identifies that three independent bids or a project cost agreed upon by the developer and the Commission shall be included in the application. This additional cost information and the requested independent bids were not included in the application.

City Project Cost Review

The project cost information provided by the Applicants consists of budgetary cost information (not based on contractor pricing). Budgetary cost efforts typically include a contingency amount to ensure that projected costs are not exceeded for the project and to account for future inflation.

The budgetary cost estimate provided by the Applicants (\$486,100.00) is also different from the amount assumed to be included in the reimbursement cost allocation (\$409,999.99). It is unclear how the Applicants came up with the revised cost allocation amount. It appears that the cost for the service laterals (\$76,000 plus an additional \$100.01) was excluded from the cost allocation determination.

We understand that past promises have been made by the City to provide lateral connections to existing properties from the new sanitary main. In our opinion, these lateral costs should be included in the AFD project costs. The additional costs for laterals should be included within the AFD amount. We also anticipate that the laterals costs will vary depending on the depth of the connection to the sanitary main (i.e., each lateral will not cost \$9,500 each as identified in the budgetary cost).

Since the construction of the sanitary main extension is going through its final steps for acceptance by the City, we recommend that the reimbursement district cost be based on developer invoiced/paid costs to the contractor. As part of the final agreement between the City and the Applicants, actual construction costs should be provided based on paid invoices and used by the City to establish the final project costs for the reimbursement district.

Additional City Administration Costs

Due to the fact that the City will be required to administer, collect, and distribute funds for the AFD, we recommend an administration fee be included in the reimbursement agreement with the Applicant. Staff has indicated that past AFD approvals within the City have utilized 1% for the administration fee.

In our opinion, a 3 percent administration fee should be included in the resolution approving and forming the SE Jetty Avenue Sewer Advanced Finance District. This adds an additional ±\$13,883.00 cost to the AFD to account for City staff time to administer and distribute the reimbursement funds to the Applicants for the 10 years that the district is imposed (see reimbursement district fee calculations in Table 2).

The reimbursement district administration fee can be paid as an additional 3 percent of the reimbursement fee owed by each property. The administrative costs for the Palmberg and Latitude properties have been reduced by the initial \$700 application fee and this administrative fee should be incorporated in the AFD agreement between the Applicants and the City.



Reimbursement Cost Allocation Methodology

The Applicants provided an Advanced Financing Benefit Property Costs table within the application that identified the following for each property owner: lot size, portion, and benefit cost. The Applicants base its cost allocation methodology on the area of each property and its proportion of the total area within the proposed AFD boundary. The table and the application do not directly identify which properties are the Applicants' responsibility and/or should be excluded from the reimbursement district.

City Cost Allocation Review

AKS reviewed the proposed cost allocation methodology and generally concur with the proposed allocation methodology using lot area with the following revisions/updates. The properties for the Applicants were consolidated into a single property due to the development of the Jetty Stone and Latitude 46 apartment complexes (highlighted in gray). In addition, the AFD amount total was revised to remove the Applicants' portion as they have already paid their portion to construct the new public sanitary main. It was also noted that the total area for some of the Palmberg Properties was slightly incorrect and was revised in Table 2 based on the assessed acreage information.

The revised reimbursement cost allocation table for each property is provided in the attached Table 2 at the end of this letter. Please note that the construction costs utilized for the City's cost allocation consists of the Applicants' budgetary estimate of AFD amount. Upon approval of the formation of the AFD by the Commission and due to the applicant's submittal of budgetary costs, the total project cost utilized for the attached City Revised Cost Allocation Methodology table within the agreement between the City and Applicant and to determine the cost allocation per property should be updated to reflect final sanitary construction costs paid to the contractor.

Conclusions & Recommendations

In general, our analysis appears to indicate that the proposed SE Jetty Avenue Sanitary Sewer AFD is fair and appears to be in the City's and public's interest.

We have the following recommendations for consideration by City staff and/or the City Commission prior to finalizing the agreement and recording the Advanced Financing Agreement with the Applicants:

1. Include additional information within the required notification that some properties may incur additional construction costs to connect to the gravity system due to the shallow depth at its termination (i.e. pump stations, pumps, low pressure force mains, main reconstruction for gravity service, etc.). All properties within the reimbursement district should be given the opportunity to consider these additional costs above and beyond the AFD reimbursement payments due at the time of connection to the sanitary main.
2. As part of the AFD approval, a condition of approval should be required of the Applicants to provide paid Contractor invoices to City staff to revise the AFD total costs based on final construction costs paid by the Applicant.

The current project/reimbursement cost is a budgetary estimate and does not reflect actual costs paid by the Applicants. Therefore, these costs should only be utilized to identify preliminary costs and the potential maximum AFD cost for approval by the Commission and to be revised as part of the final agreement between the City and Applicant. The total costs for the AFD and its proportionate share costs for property owners should be finalized as part of the agreement and must be less than the amount currently proposed.

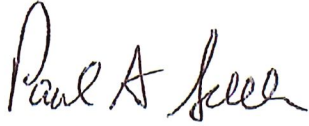


3. Incorporate administrative fees (currently 3%) into the AFD agreement with the applicant to account for costs incurred by the City.

Please do not hesitate to contact me if you have any questions regarding this review or our comments.

Sincerely,

AKS ENGINEERING & FORESTRY, LLC



Paul A. Sellke, PE, GE

Project Engineer

12965 SW Herman Road, Suite 100

Tualatin, OR 97062

503-563-6151 ext. 219 | PaulS@aks-eng.com

Attachments:

- Table 2 – City Revised Cost Allocation Methodology
- Advanced Finance Cover Letter from LCE (dated March 25, 2024)
- Advanced Financing Technical Memorandum from LCE (dated March 25, 2024)

Table 2: City Revised Cost Allocation Methodology

Budgetary Construction Costs without Laterals: \$419,600.00
 Budgetary Cost per Lateral: \$9,500.00

Tax Lot	Owner(s)	Lot Area (AC)	Lot Area (sf)	% Share Based on Lot Area	Reimbursement Cost per Benefited Property based on Lot Area	Lateral Connections	Reimbursement Cost per Lateral	Total Reimbursement Cost per Lot	Administrative Fee to City (Assumed 3%) ¹	Total Cost per Lot
810270000400	Tami & Lincoln Jackson	0.27	11,761	2.07%	\$ 8,674.73		\$ -	\$ 8,674.73	\$ 260.24	\$ 8,934.97
810270000500	Ashley Smith, Cynthia Hassenzahl	0.27	11,761	2.07%	\$ 8,674.73		\$ -	\$ 8,674.73	\$ 260.24	\$ 8,934.97
810270000600	Steven & Rayla Goldberg	1.24	54,014	9.49%	\$ 39,839.51		\$ -	\$ 39,839.51	\$ 1,195.19	\$ 41,034.70
81027AB02600	Dowell Family Trust	0.81	35,284	6.20%	\$ 26,024.20		\$ -	\$ 26,024.20	\$ 780.73	\$ 26,804.92
81027AB02800	Sherry Knettle	0.33	14,375	2.53%	\$ 10,602.45	1	\$ 9,500.00	\$ 20,102.45	\$ 603.07	\$ 20,705.52
81027AB02900	Travis & Sherry Johnson	0.12	5,227	0.92%	\$ 3,855.44		\$ -	\$ 3,855.44	\$ 115.66	\$ 3,971.10
81027AB03000	Kenneth & Faye Katka	0.37	16,117	2.83%	\$ 11,887.60	1	\$ 9,500.00	\$ 21,387.60	\$ 641.63	\$ 22,029.22
81027AB03100	Kenneth & Faye Katka	0.23	10,019	1.76%	\$ 7,389.59		\$ -	\$ 7,389.59	\$ 221.69	\$ 7,611.27
81027AB03200	Rodney May	0.23	10,019	1.76%	\$ 7,389.59	1	\$ 9,500.00	\$ 16,889.59	\$ 506.69	\$ 17,396.27
81027AB03300	Steven & Rayla Goldberg	0.22	9,583	1.68%	\$ 7,068.30		\$ -	\$ 7,068.30	\$ 212.05	\$ 7,280.35
81027AB03301	Steven & Rayla Goldberg	0.22	9,583	1.68%	\$ 7,068.30		\$ -	\$ 7,068.30	\$ 212.05	\$ 7,280.35
81027AB03400	SWH Properties LLC	0.44	19,166	3.37%	\$ 14,136.60		\$ -	\$ 14,136.60	\$ 424.10	\$ 14,560.70
81027AB03500	Samuel Sadtler	0.45	19,602	3.45%	\$ 14,457.89	1	\$ 9,500.00	\$ 23,957.89	\$ 718.74	\$ 24,676.62
81027AB03600	SWH Properties LLC	0.46	20,038	3.52%	\$ 14,779.17		\$ -	\$ 14,779.17	\$ 443.38	\$ 15,222.55
81027AB03900	Steven & Rayla Goldberg	0.42	18,295	3.22%	\$ 13,494.03		\$ -	\$ 13,494.03	\$ 404.82	\$ 13,898.85
81027AB04200	Keith Soukkala, Steven & Rayla Goldberg	0.69	30,056	5.28%	\$ 22,168.76	1	\$ 9,500.00	\$ 31,668.76	\$ 950.06	\$ 32,618.82
81027AB04300	Robert & Julie Loper	0.23	10,019	1.76%	\$ 7,389.59		\$ -	\$ 7,389.59	\$ 221.69	\$ 7,611.27
81027AB04301	Leonard Hansen	0.23	10,019	1.76%	\$ 7,389.59		\$ -	\$ 7,389.59	\$ 221.69	\$ 7,611.27
81027AB04400	Steven & Rayla Goldberg	0.83	36,155	6.36%	\$ 26,666.77		\$ -	\$ 26,666.77	\$ 800.00	\$ 27,466.77
81027AB05000	Rebecca Greenway	0.24	10,454	1.84%	\$ 7,710.87	1	\$ 9,500.00	\$ 17,210.87	\$ 516.33	\$ 17,727.20
81027AB05001	Rebecca Greenway	0.25	10,890	1.91%	\$ 8,032.16		\$ -	\$ 8,032.16	\$ 240.96	\$ 8,273.12
81027AB05100	Robert & Claudeane May	0.54	23,522	4.13%	\$ 17,349.46	1	\$ 9,500.00	\$ 26,849.46	\$ 805.48	\$ 27,654.95
81027BA4300	Nathan & Kimberly Tussing	0.23	10,019	1.76%	\$ 7,389.59		\$ -	\$ 7,389.59	\$ 221.69	\$ 7,611.27
81027BA02400, 2600, 4000, 4100, 4200	Palmberg Properties LLC (Co-Applicant)	2.66	115,870	20.37%	\$ 85,462.17		\$ -	\$ -	\$ 2,213.87	\$ 2,213.87
81027BA03800, 3900	Latitude 47 LLC (Co-Applicant)	1.08	47,045	8.27%	\$ 34,698.93		\$ -	\$ -	\$ 690.97	\$ 690.97
TOTAL		13.06	568,894	100.0%	\$ 419,600.00	7	\$ 66,500.00	\$ 365,938.90	\$ 13,883.00	\$ 379,821.90

AFD Total (minus Palmberg & Latitude Property portions): \$ 365,938.90
 AFD administrative fee to City: \$ 13,883.00
 Total AFD Cost: \$ 379,821.90

¹ Costs for administration fee are reduced by \$350 each for the Palmberg & Latitude properties based on initial \$700 application fee.



Lower Columbia Engineering
58640 McNulty Way
St. Helens, OR 97051
503.366.0399

March 25, 2024

Esther Moberg
City Manager, City of Warrenton
City of Warrenton Commissioners
225 S. Main Avenue
Warrenton, OR 97145

Dear Esther and City Commissioners,

In accordance with Ch. 3.16 Advanced Financing of Public Improvements, Jetty Stone, LLC and L46, LLC wish to submit the attached application documents for financing of the public sanitary sewer system associated with the Latitude 46 and Jetty Stone apartment complexes, located at 1301 and 1335 SE Jetty Avenue in Warrenton, Oregon.

The new public sanitary sewer system will serve the 24-unit Latitude 46 apartment complex, the 68-unit Jetty Stone apartment complex as well as properties to the east of the project adjacent to SE Jetty Avenue, SE King Avenue, and a portion of Highway 101 Business (Alt 101). The new sewer system will serve the apartment complexes first and will serve the adjacent properties as the sewer system is extended beyond the site and eventually connected to existing public sewer infrastructure on Highway 101 Business (Alt 101). The apartment complex properties along with the developed and undeveloped lots within the benefit area are all zoned for commercial uses as all are zoned General Commercial (C-1).

The formula proposed for reimbursement would be based on the area (in acres/square feet) for each of the benefitted properties. The property under ownership by the Palmberg Development & Construction, LLC on which the apartment buildings will sit would be responsible for its proportional share of the total cost for the public sanitary sewer system and associate equipment. The proportional share is proposed to be calculated based on the ratio of total cost (of the new public sewer system) to area (square footage) for each benefitted property.

The following documents are included with this submittal:

1. Cover Letter.
2. \$700 filing fee.
3. Map depicting potentially benefitted tax lots with assessor's information attached.
4. Address list identifying affected properties and owners.
5. Project Engineer's report and drawings including cost estimate.

Lower Columbia Engineering, LLC

1 of 1



As provided by Ch. 3.16, Jetty Stone, LLC and L46, LLC requests that, following review of the above submitted materials, a public hearing be scheduled by the City Commission for consideration of a Resolution establishing the advanced financed district.

Please let me know if you need additional information or have any questions.

Sincerely,

Matthew Alexander
Project Manager
Lower Columbia Engineering
971-404-4110
matt@lowercolumbiaengr.com



Lower Columbia Engineering
58640 McNulty Way
St. Helens, OR 97051
503.366.0399

Technical Memorandum

To: City of Warrenton Community Development Department
From: Matt Alexander – Lower Columbia Engineering
Date: March 25, 2024
Subject: Palmberg & Canessa Public Sanitary Sewer – Advanced Financing

Dear Mr. Crouter,

We were asked to prepare a report discussing the Advanced Financing for the public sanitary sewer system associated with the Latitude 46 and Jetty Stone Apartment complexes.

Per section 3.16.060 (Direct Analysis) in the City of Warrenton Municipal Code, the City is required to make an analysis of the advanced financed public improvements:

3.16.060 Direct analysis.

Upon receipt of the application for advance financed public improvements, the City Manager or the City Manager's designee shall make an analysis of the advance financed public improvements and shall prepare a report to be submitted to the Commission for review, discussion, and public hearing. Such report shall include those items submitted as part of the application package identified above.

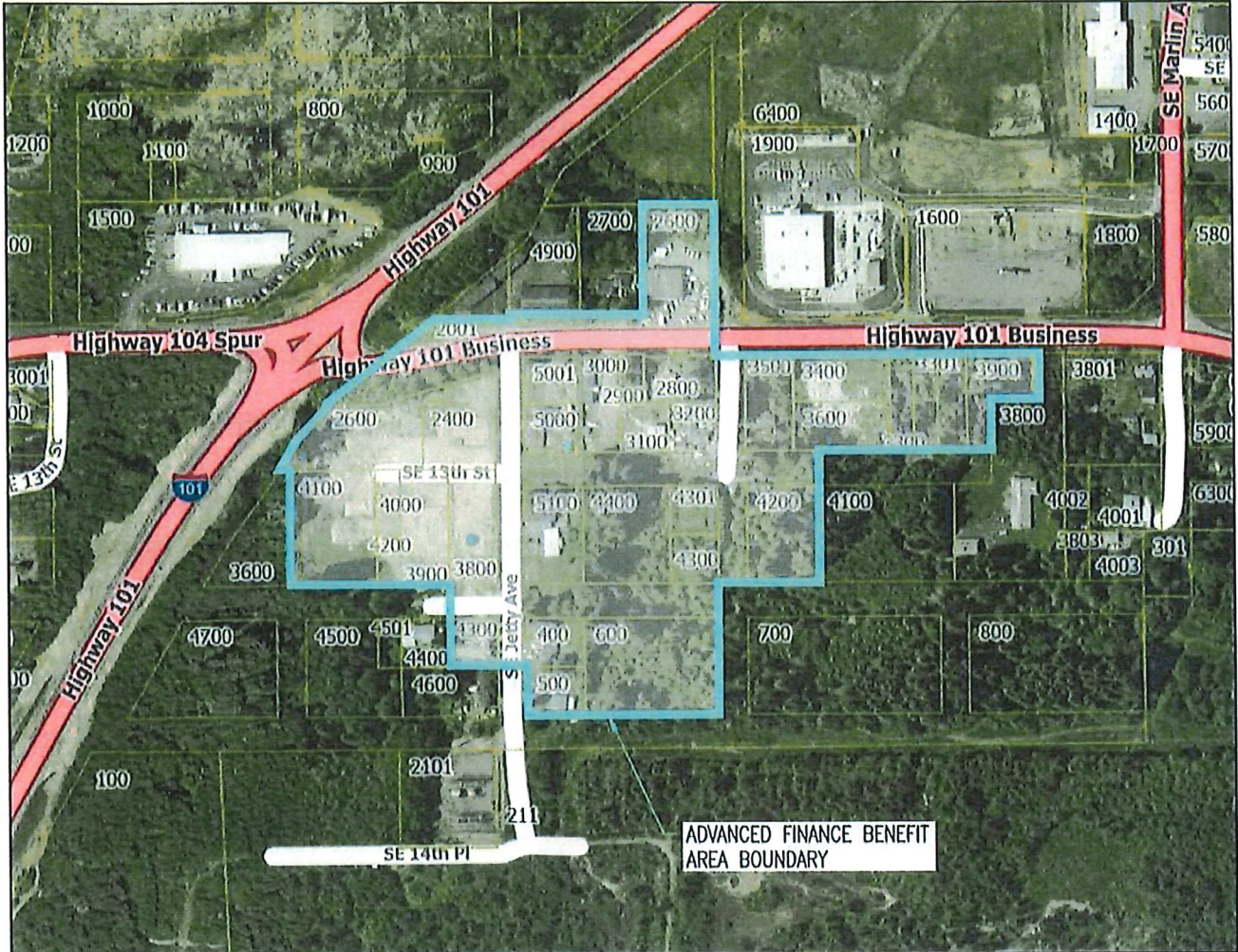
Per section 3.16.050 (Receipt of application) in the City of Warrenton Municipal Code, the report shall include the following information:

1. Maps depicting tax lot and assessor's information;
2. An address list identifying affected adjacent properties and owners;
3. Engineering drawings approved by the Commission;
4. Project engineer's cost estimate or actual cost in cases where the improvement has been constructed;
5. Three independent bids or a project cost agreed upon by the developer and the Commission

The requested information above is included in this report and will be reviewed by the City prior to advanced financing approval for this project.



1. Maps depicting tax lot and assessor's information





2. Address list identifying affected adjacent properties and owners


Acct. No.	Taxlot	Owner(s)	Mailing Address	
31822	81027 00400	Jackson Lincoln L Jackson Tami L	56616 Hilltop Dr	Yucca Valley, CA 92284
31823	81027 00500	Smith Ashley Hassenzahl Cynthia Rose	1360 SE Jetty Ave	Warrenton, OR 97146
31824	81027 00600	Goldberg Steven Goldberg Rayla	1160 Highway 101 Alt	Warrenton,OR 97146
31909	81027AB 02600	Dowell Family Trust Dowell Timothy J/ Laura J Trustees	1085 Highway 101 Alt	Warrenton, OR 97146
31911	81027AB 02800	Knettle Sherry L	7123 Galloway Rd	Cloverdale, OR 97112
31912	81027AB 02900	Johnson Travis S/Sherry L	7123 Galloway Rd	Cloverdale, OR 97112
31913	81027AB 03000	Katka Kenneth W Katka Faye E	PO Box 219	Warrenton, OR 97148
31914	81027AB 03100	Katka Kenneth W Katka Faye E	PO Box 219	Warrenton, OR 97146-0219
31915	81027AB 03200	May Rodney D	6750 Brill Rd	New Plymouth, ID 83655
31916	81027AB 03300	Goldberg Steven Goldberg Rayla	1160 Highway 101 Alt	Warrenton, OR 97146
31917	81027AB 03301	Goldberg Steven Goldberg Rayla	1160 Highway 101 ALT	Warrenton, OR 97146-9330
31918	81027AB 03400	Jordan Steve Jordan Judy K SWH Properties LLC	PO Box 5124	Bend,OR 97708-5124
31919	81027AB 03500	Sadtler Samuel	1272 SE King Ave	Warrenton, OR 97146-9615
31920	81027AB 03600	Jordan Steve Jordan Judy K SWH Properties LLC	PO Box 5124	Bend,OR 97708-5124
31924	81027AB 03900	Goldberg Steven Goldberg Rayla	1160 Highway 101 Alt	Warrenton, OR 97146
31929	81027AB 04200	Soukkala Keith Goldberg Steven / Rayla (c)	1290 Highway 101 Alt	Warrenton, OR 97146
31930	81027AB 04300	Loper Robert E/Julle Ann	11530 SW Cloud Ct	Tigard, OR 97224-2760
31931	81027AB 04301	Hansen Leonard	331 SW Kalmia Ave	Warrenton, OR 97146
31932	81027AB 04400	Goldberg Steven Goldberg Rayla	1160 Highway 101 Alt	Warrenton,OR 97146
31934	81027AB 05000	Greenway Rebecca J	1286 SE Jetty Ave	Warrenton, OR 97146



31935	81027AB 05001	Greenway Rebecca J	1286 SE Jetty Ave	Warrenton, OR 97146
31936	81027AB 05100	May Robert L/ Claudeane	1320 SE Jetty Ave	Warrenton, OR 97146-9613
31954	81027BA 02400	Palmberg Properties LLC	PO Box 173	Astoria, OR 97103
31956	81027BA 02600	Palmberg Properties LLC	PO Box 173	Astoria, OR 97103
31967	81027BA 03800	Canessa Jeffrey Canessa Jennifer	90435 Gander Rd	Astoria, OR 97103
31968	81027BA 03900	Canessa Jeffrey Canessa Jennifer	90435 Gander Rd	Astoria, OR 97103
31969	81027BA 04000	Palmberg Properties LLC	PO Box 173	Astoria, OR 97103
31970	81027BA 04100	Palmberg Properties LLC	PO Box 173	Astoria, OR 97103
31971	81027BA 04200	Palmberg Properties LLC	PO Box 173	Astoria, OR 97103
31972	81027BA 04300	Tussing Nathan Tussing Kimberly C	1345 SE Jetty Ave	Warrenton, OR 97146-9613



4. Project engineer's cost estimate

		58640 McNulty Way St. Helens OR 97051 503.366.0399			
		Latitude 46 Apartments/Jetty Stone Apartments		LCE Project No. 2943/2964	
Engineers Cost Estimate - Public Sewer System		Originated: 10/4/2023		Revised: ---	
Item Description		Units	Quantity	Unit Cost	Cost
Sanitary Sewer System					
1.	Engineering costs (design, inspections, etc.)	EA.	1	\$ 30,000.00	\$ 30,000.00
2.	Mobilization	EA.	1	\$ 8,000.00	\$ 8,000.00
3.	Gravel drive (in unimproved ROW)	S.F.	7,930	\$ 2.50	\$ 19,825.00
4.	Shoring	S.F.	3,000	\$ 12.00	\$ 36,000.00
5.	Trench excavation	B.C.Y.	7,000	\$ 9.00	\$ 63,000.00
6.	10" PVC 3034 Sanitary Sewer Pipe, Select BF, 4 - 8'	L.F.	600	\$ 95.00	\$ 57,000.00
7.	10" PVC 3034 Sanitary Sewer Pipe, Select BF, 8 - 12'	L.F.	560	\$ 125.00	\$ 70,000.00
8.	10" PVC 3034 Sanitary Sewer Pipe, Select BF, 12 - 16'	L.F.	155	\$ 200.00	\$ 31,000.00
9.	10" PVC 3034 Sanitary Sewer Pipe, Select BF, 16 - 20'	L.F.	100	\$ 300.00	\$ 30,000.00
10.	Service laterals	EA.	8	\$ 9,500.00	\$ 76,000.00
11.	Standard 48" Manhole with 30" Manhole Cover	EA.	5	\$ 9,250.00	\$ 46,250.00
12.	Connect to Existing Manhole	EA.	1	\$ 2,500.00	\$ 2,500.00
13.	Pavement Restoration	S.F.	2,175	\$ 3.00	\$ 6,525.00
14.	Traffic Control	EA.	2	\$ 5,000.00	\$ 10,000.00
Subtotal Sanitary Sewer System					\$ 486,100.00
Estimated Total					\$ 486,100.00
Notes: 1. This is a budget estimate for completing the specified construction at the time the estimate was developed. 2. This estimate does not account for excessive bedrock removal or any utility conflicts. * This assumes a shared cost between Jetty Stone Apartments and Latitude 46 Apartments (half of sanitary mainstructures along SE 13th Street and SE King Ave).					
				Estimator: CAB	Appr. By:

Note: A larger pdf-version of this estimate has been included with the advanced financing exhibits.



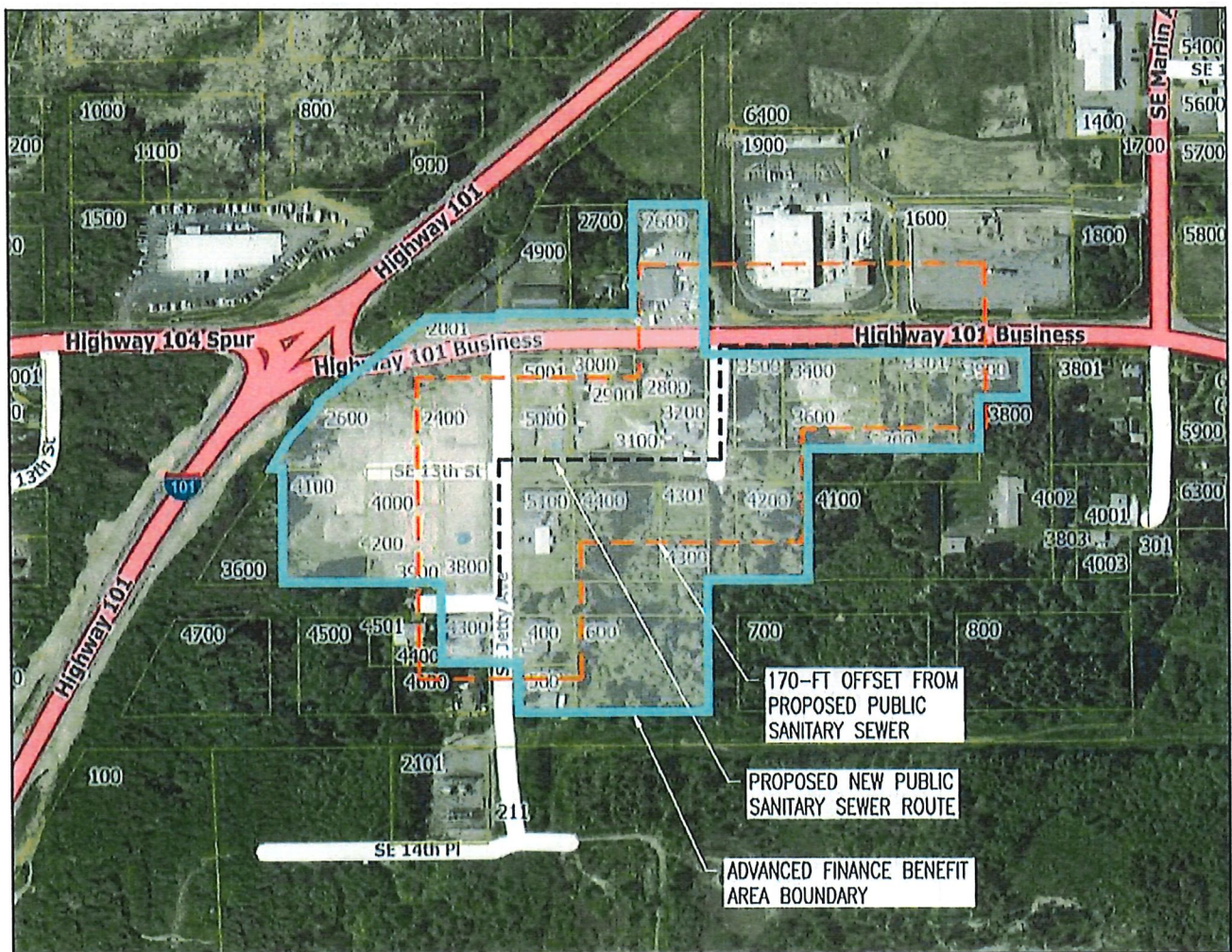
Service Area Determination

The service or benefit area depicted in item 1 of this report and the properties included in the correlated address list (Item 2) have been determined using the Warrenton Municipal Code section 13.08.020(C) which states:

If the public sewer is within 170 feet of the property line, the owner shall connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter within 90 days after date of official notice to do so.

On the benefit area map shown below, the dashed red line represents the area within 170 feet of the proposed public sewer. The dashed black line represents the designed route of the proposed public sewer main in SE Jetty Avenue, SE 13th Street, SE King Avenue, and Highway 101 Business (Alt 101). Tax lots 1900 and 1600 in the northeast portion of the map are already connected to the public sewer system and have therefore not been included in the benefit area.

Service Area Determination Map





5. Advanced Financing Benefit Property Costs

Acct. No.	Taxlot	Owner(s)	Lot Size (sq. ft.)	Portion	Benefit Cost
31822	81027 00400	Jackson Lincoln L Jackson Tami L	11,761	.021	8,463.16
31823	81027 00500	Smith Ashley Hassenzahl Cynthia Rose	11,761	.021	8,463.16
31824	81027 00600	Goldberg Steven Goldberg Rayla	54,014	.095	38,868.20
31909	81027AB 02600	Dowell Family Trust Dowell Timothy J/ Laura J Trustees	35,284	.062	25,390.19
31911	81027AB 02800	Knettle Sherry L	14,375	.025	10,344.18
31912	81027AB 02900	Johnson Travis S/Sherry L	5,227	.009	3,761.32
31913	81027AB 03000	Katka Kenneth W Katka Faye E	16,117	.028	11,597.71
31914	81027AB 03100	Katka Kenneth W Katka Faye E	10,019	.018	7,209.62
31915	81027AB 03200	May Rodney D	10,019	.018	7,209.62
31916	81027AB 03300	Goldberg Steven Goldberg Rayla	9,583	.017	6,895.88
31917	81027AB 03301	Goldberg Steven Goldberg Rayla	9,583	.017	6,895.88
31918	81027AB 03400	Jordan Steve Jordan Judy K SWH Properties LLC	19,166	.034	13,791.76
31919	81027AB 03500	Sadtler Samuel	19,602	.034	14,105.50
31920	81027AB 03600	Jordan Steve Jordan Judy K SWH Properties LLC	20,038	.035	14,419.24
31924	81027AB 03900	Goldberg Steven Goldberg Rayla	18,295	.032	13,164.99
31929	81027AB 04200	Soukkala Keith Goldberg Steven / Rayla (c)	30,056	.053	21,628.14
31930	81027AB 04300	Loper Robert E/Julle Ann	10,019	.018	7,209.62
31931	81027AB 04301	Hansen Leonard	10,019	.018	7,209.62
31932	81027AB 04400	Goldberg Steven Goldberg Rayla	36,155	.063	26,016.95
31934	81027AB 05000	Greenway Rebecca J	10,455	.018	7,523.36



31935	81027AB 05001	Greenway Rebecca J	10,890	.019	7,836.39
31936	81027AB 05100	May Robert L/ Claudeane	23,523	.041	16,927.03
31954	81027BA 02400	Palmberg Properties LLC	25,265	.044	18,180.57
31956	81027BA 02600	Palmberg Properties LLC	37,026	.065	26,643.72
31967	81027BA 03800	Canessa Jeffrey Canessa Jennifer	23,522	.041	16,926.31
31968	81027BA 03900	Canessa Jeffrey Canessa Jennifer	23,522	.041	16,926.31
31969	81027BA 04000	Palmberg Properties LLC	6,970	.012	5,015.58
31970	81027BA 04100	Palmberg Properties LLC	42,253	.074	30,405.04
31971	81027BA 04200	Palmberg Properties LLC	5,227	.009	3,761.32
31972	81027BA 04300	Tussing Nathan Tussing Kimberly C	10,019	.018	7,209.62

Totals: 569,765 1.00 \$409,999.99



City Commission Agenda Memo

Meeting Date: August 27, 2024
From: Esther Moberg, City Manager
Subject: Big Game Fishing Lease

Summary:

The Fowlers have successfully completed the RFEI process with the City of Warrenton and the City of Warrenton City Manager is recommending the following new lease for review between the City of Warrenton and Big Game Fishing LLC/Jennifer and James Fowler.

Recommendation/Suggested Motion:

I move to approve the lease with Big Game Fishing.

Alternative:

Other action as deemed appropriate by the City Commission OR None recommended

Fiscal Impact:

This will continue payments at the same amount as were previously received for this lease.

Attachments:

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

- Lease Agreement

Approved by City Manager: _____

LEASE AGREEMENT

This LEASE (this “Lease”) is made and entered into on _____, 20____ (the “Commencement Date”), by and between the City of Warrenton, an Oregon municipal corporation (“Landlord”), and Big Game Fishing LLC (“Tenant”).

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property located at 1080 Iredale St., Warrenton, Oregon described on attached Exhibit A, together with any and all rights, privileges, easements, and appurtenances (collectively, the “Premises”).

B. As part of this Lease, the Tenant agrees to construct a building (“Building”) as described in Exhibit B and in accordance with the terms of this Lease.

C. As part of this Lease, the Tenant also agrees to transfer all interest in the Building to the Landlord upon expiration of the Lease in accordance with Exhibit C.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

Article 1 PREMISES

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

Article 2 LEASE TERM

2.1 Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of twenty (20) years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

2.2 Extended Term. If Tenant is not in default under the Lease, if Tenant desires to extend the Lease, Landlord has the option to extend the Initial Term for an additional period of 5 years] (the “Extended Term”) by providing written notice thereof to Tenant no less than ninety (90) days before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Term, is referred to in this Lease as the “Term”). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease.

2.3 Expiration of Initial Term or Extended Term. Upon expiration and non-renewal of the Initial Term or any Extended Term or upon earlier termination of this Lease, the Tenant shall transfer all of Tenant’s interest in the Building constructed in accordance with Exhibit C to this Lease.

Article 3 RENT

3.1 Rent for Initial Term. Tenant agrees to pay to Landlord monthly rent in the amount of \$1,000 (“Rent”) beginning on the Commencement Date. Upon the five-year

anniversary of the Commencement Date, Rent will increase to a monthly rent in the amount of \$1,200. Additionally, upon the 5-year anniversary of the Commencement Date and every year thereafter (each, an “Adjustment Date”), Rent will increase with a 3% additional annual increase over the previous annual monthly rent. The Tenant understands, acknowledges, and agrees that the amount of Rent charged under this section is a discount from the fair market rental rate of the Premises. The parties agree that this discount shall serve as consideration for the Tenant’s transfer of the Building to the Landlord under Section 2.3 of this Lease.

3.2 Payment of Rent. Rent is payable in advance, commencing on the Commencement Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. If the Commencement Date is a day other than the first day of a month, Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at 225 S. Main Ave/P.O. Box 250, Warrenton, Oregon 97146, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

3.3 Late Charge and Interest. If Rent or any other amount payable by Tenant to Landlord is not paid within 10 calendar days of its due date, Tenant will pay to Landlord a late charge of five percent of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all delinquent amounts will bear interest at the rate of nine percent per annum, or the highest rate permitted by law, whichever is lower (the “Default Rate”), from the date first due until the date paid in full.

3.4 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

Article 4

USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

4.1 Permitted Use. Tenants will use and occupy the Premises during the Term for the purpose of Marine Activity as befits a Bait Shop and must be in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

4.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises whether or not the Legal Requirements affect the interior or exterior of the Premises, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises, and whether or not compliance with the Legal Requirements is required by reason of

any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

“Legal Requirements” means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component thereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

4.4 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

4.5 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises.

Article 5 IMPROVEMENTS

5.1 Construction, Modification, and Demolition of Improvements. Except as provided by Exhibit B to this Lease, Tenant may not construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other improvements of any nature including excavation, earthmoving, paving, installation of utilities, and all other development activities (“Improvements”) without obtaining the prior written consent of the Landlord which consent is in Landlord’s sole and absolute discretion. Construction of any approved Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner.

5.2 Notice of Construction. Tenant agrees to notify Landlord in writing of Tenant’s intention to commence construction of an approved Improvement at least 30 calendar days before commencement of any such work or delivery of any materials. The notice must specify the approximate location and nature of the intended Improvements, and the anticipated date that work will be commenced and completed. Landlord will have the right at any time and from time

to time to post and maintain on the Premises notices of nonresponsibility and such other notices as Landlord deems necessary to protect Landlord's interest in the Premises and the Improvements from the liens of mechanics, laborers, materialmen, suppliers, or vendors; and Landlord will have the right to inspect the Premises and the Improvements in relation to the construction at all reasonable times.

5.3 Landlord Cooperation. Landlord agrees to cooperate with Tenant in all respects in connection with Tenant's construction of any approved Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires.

5.4 Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises.

Article 6 TAXES AND UTILITIES

6.1 Taxes Defined. As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

6.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

6.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

6.4 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

6.5 Personal-Property Taxes. Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

6.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date.

Article 7 INSURANCE

7.1 Property Insurance. Tenant, at its cost and expense, will keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent required by Landlord and available at commercially reasonable rates: (a) flood, (b) earthquake, (c) business interruption, (d) indirect loss, (e) boiler and machinery perils, and (f) ordinance and law. The property insurance must cover the full replacement value of the Improvements (excluding foundation and excavation cost) and require that all losses are payable to Landlord and Tenant as their interests may appear. Any loss adjustment must require written consent of both parties, which will not be unreasonably withheld, conditioned, or delayed. The amount of the insurance policy will be increased from time to time as the full replacement value of the Improvements increases.

7.2 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least \$2 million combined single-limit coverage for personal injury and property damage. The insurance policy must be primary to any insurance

available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant's indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under this Lease based on then-current market conditions for properties comparable to the Premises.

7.3 Additional Requirements. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 calendar days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

Article 8

RELEASE AND INDEMNIFICATION

8.1 Release. Tenant is and will be in exclusive control of the Premises and the Improvements, and Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord's gross negligence or willful misconduct.

8.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

- (a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
- (c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;

(d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and

(e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

Article 9 LIENS

9.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises, the Building, or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 calendar days after the date of its filing by payment, deposit, or bond.

9.2 Landlord Right to Post Notices. Landlord will have the right to post and keep posted at all reasonable times on the Premises and the Improvements notices of nonresponsibility and any other notices that Landlord desires or is required to post for the protection of Landlord's interest in the Premises and the Improvements from any such lien.

9.3 No Right to Lien Landlord's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not an agent for Landlord.

Article 10 REPAIRS AND MAINTENANCE

10.1 Tenant Obligation. Tenant must maintain, repair, and replace the Premises and the Improvements and keep the Premises in the same condition it is in on the Commencement Date (minus normal wear and tear). The Tenant shall keep the Premises in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work. Tenant must bring the current structures on the Premises up to a clean and attractive condition, and in good condition and repair, within six months of the Commencement date. The Landlord shall have the right to inspect to ensure compliance with this section pursuant to Article 13.

10.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required

to make any alterations, rebuilding, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

10.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

Article 11

SIGNAGE AND SITE SECURITY

11.1 Signage. Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

11.2 Site Security. Within six months of the Commencement Date, Tenant must install, and thereafter maintain at Tenant's expense, the following:

- (a) Exterior lighting meeting industry standards;
- (b) Locks on exterior doors and windows meeting industry standards;
- (c) A security alarm system meeting industry standards, including but not limited to standards designed to prevent false alarms; and
- (d) Security cameras meeting industry standards, providing at minimum coverage of all exterior doorways and parking areas, and retaining recordings for a minimum of 72 hours. Tenant shall provide Landlord access to and copies of such recordings upon request.

Article 12

INSPECTION AND ACCESS

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

Article 13

DAMAGE AND DESTRUCTION

If the Premises or any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and Tenant must (a) promptly restore the damaged Improvements to substantially the same condition existing before the casualty, or (b) promptly remove all damaged Improvements (including foundations) and leave the Premises in a clean, attractive, and safe condition. The proceeds available from Tenant's property insurance policy (the "Proceeds") must be used for restoring or removing the damaged Improvements as provided above, and any Proceeds not used for such restoration or removal will be delivered to Tenant. If the Proceeds are not sufficient for Tenant to restore or remove the damaged Improvements, Tenant must pay the difference.

Article 14
CONDEMNATION

14.1 Total Taking. If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a “Taking”), or if in Tenant’s reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Tenant may terminate this Lease by providing written notice thereof to Landlord within 30 calendar days after Tenant is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a “Total Taking”) and the Rent will be apportioned and paid to the date of the Total Taking.

Article 15
ASSIGNMENT AND SUBLETTING

15.1 Limitations on Transfers. Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a “Transfer”) without the prior written consent of Landlord, which consent is in Landlord’s sole and absolute discretion. Any attempted Transfer without such prior written consent will be void. Landlord’s consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord’s prior written consent to any further Transfer. Landlord’s acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, will constitute a Transfer for the purposes of this Article.

15.2. Assignments Prohibited. An assignment prohibited within the meaning of section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Tenant’s stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

Article 16
DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 calendar days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for

failure to pay Rent or any other amount within 10 calendar days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 calendar days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 calendar days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 calendar days after Landlord's notice is given to Tenant;

(d) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within 75 calendar days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within 30 calendar days.

Article 17 REMEDIES

17.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. **RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.**

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed

reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Landlord relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

17.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 calendar days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

17.3 No Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

17.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies

provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 18

SURRENDER AND HOLDOVER

18.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises, the Building, and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction.

18.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property (the "Tenant's Property"). If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

18.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, same Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 calendar days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

Article 19

CONDITION OF PREMISES

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

Article 20

QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or

disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions and as otherwise excepted in this Lease.

Article 21
NOTICES

21.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally (effective upon delivery), or sent by United States registered or certified mail, postage prepaid, return receipt requested (effective upon delivery or refusal to accept delivery), and addressed as follows:

If to Landlord: _____ City of Warrenton _____

Attn: City Manager
PO Box 250 Warrenton, OR 97146

With a copy to: Finance Dept. _
PO Box 250 Warrenton OR 97146_

Attn: _____

If to Tenant: _____

Attn: _____

With a copy to: _____

Attn: _____

21.2 Copies of Certain Notices to Tenant. Tenant will immediately send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

21.3 Failure to Notify of Change of Address or Refusal to Accept a Notice. Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 22
MISCELLANEOUS

22.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

22.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

22.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal

Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

22.4 Nonmerger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

22.5 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by electronic signatures, each of which will constitute an original, but all of which will constitute one Lease.

22.6 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

22.7 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease but have negotiated directly with each other.

22.8 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

22.9 Recordation of Lease. Either party may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clatsop County, Oregon. The recording party will pay the recording costs.

22.10 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

22.11 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

22.12 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the

scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

21.13 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:

/s/ _____,
a(n)

By: _____

Name: _____

Title: _____

TENANT:

/s/ _____,
a(n)

By: _____

Name: _____

Title: _____

EXHIBIT A
Property

1080 Iredale Ave., Warrenton, OR 97121



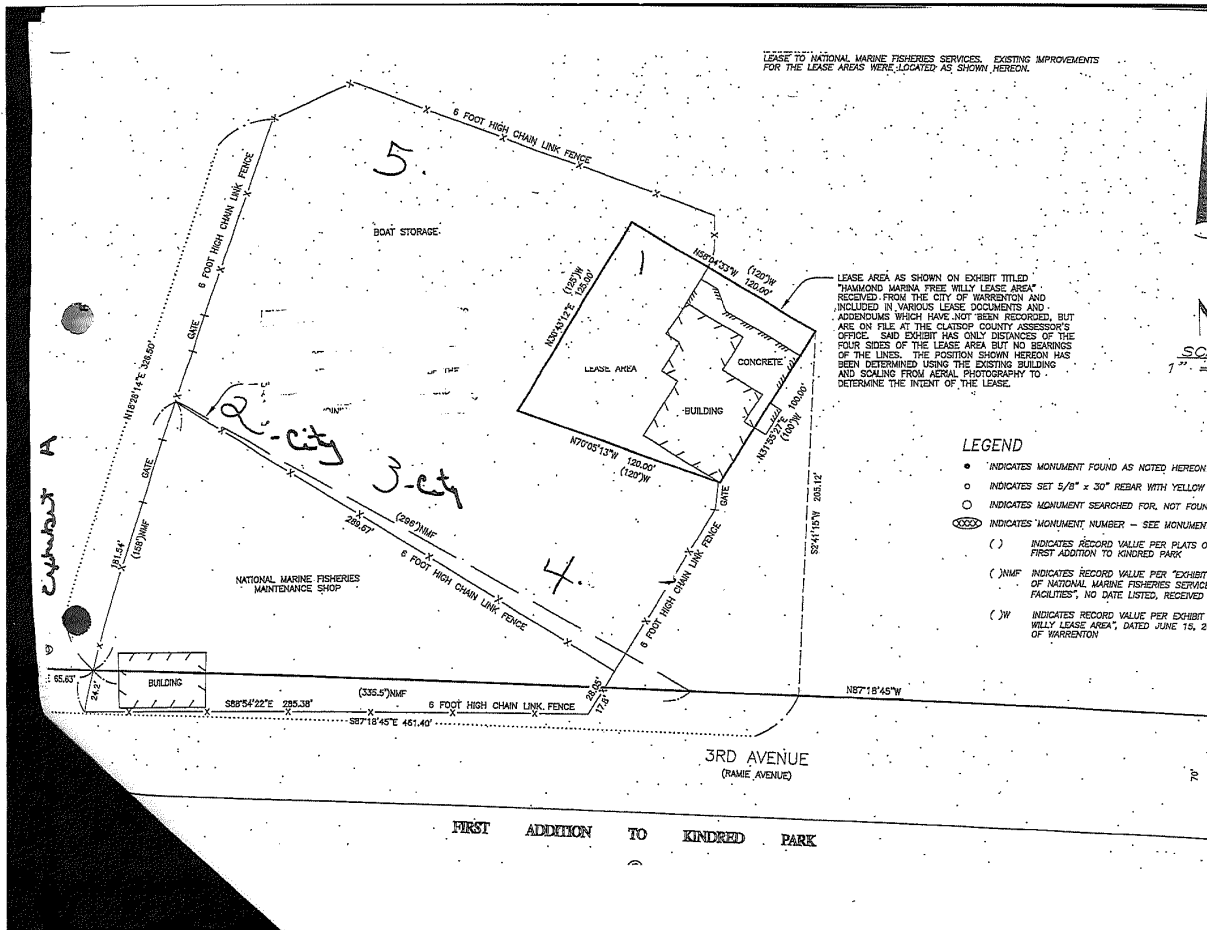


Exhibit B

Construction of the Building

1. The Tenant agrees, as material terms of this Lease, to construct the Building in accordance with this Exhibit B and the Lease.
2. The Tenant's failure to comply with the requirement of this Exhibit B shall constitute a default under Article 17 of this Lease and the Landlord may pursue remedies under Article 18 of this Lease.
3. The Tenant shall be solely responsible for obtaining all necessary licenses, permits, and approvals for the construction of the Building. Nothing in this Exhibit B or the Lease shall be construed to guarantee the issuance of any license, permit, or approval.
4. The Tenant shall be solely responsible for ensuring compliance with all applicable laws, regulations, and codes.
5. Timing.
 - a. The Tenant shall apply for all necessary license, permits, and approvals for the construction of the Building within 12 months of execution of this Lease.
 - b. The Tenant shall obtain the certificate of occupancy no later than 24 months after the execution of this Lease.
6. The Tenant must obtain the City's approval of all plans and designs prior to construction.
7. Upon completion of the Building, the Tenant must provide the City with all costs associated with the construction of the Building.
8. Upon the City's request, the Tenant shall provide the City with access to all records associated with the construction of the Building.



HAMMOND MARINA
MARKET AND BAIT SHOP DEVELOPMENT
UPDATES
07.15.24



SITE CONTEXT

Hammond Marina Market and Bait Shop Development

The Hammond Marina Market is a destination and meeting place for travelers, boaters, and local residents. Serving as a hub for all Marina operations, water oriented recreation and local offerings, the Market and Bait Shop will provide a local fishing supplies, market foods and spaces for individuals and groups to converge to prepare for the day and relax on their return while the catch of the day is processed. The market would include a dry goods and fishing supply store, seating areas, a fish market and processing center with a covered entrance for drop of and supply pick up.

Staying connected to the marina activity is an essential aspect of the project, dedicating amenity spaces within the market hall to support recreational fishing and crabbing with staging and cleaning areas.

The development would serve three main demographics of locals, travelers, and water oriented recreators.

Zoning

R-C RECREATIONAL-COMMERCIAL

Site by Plat = 124,634 SF / 2.89 Acres

Site by RFP = 56,628 SF / 1.3 Acres

16.56.040 Development Standards

Yards	The minimum yard depth for portions of the property abutting a public right-of-way or non-commercial district is 15 feet.
Lot Coverage	Buildings shall cover not more than 75% of the lot area.
Landscaped Open Area	A minimum of 5% of the total lot area will be maintained as landscaped open area.
Building Heights	No building shall exceed a height of 40 feet abovegrade.

Programming

Bait Shop

- Bait supply
- Ice supply
- Guide brokering / meeting location
- Processing
- Fish and crab processing / packaging
- Crab boil station
- Boat wash

Market

- Commercial fish sales and distribution
- Retail
- Food and Beverage dry goods
- Food and Beverage fresh
- Seating areas for food service, gathering and viewing processing
- Restrooms

Fishermans supply

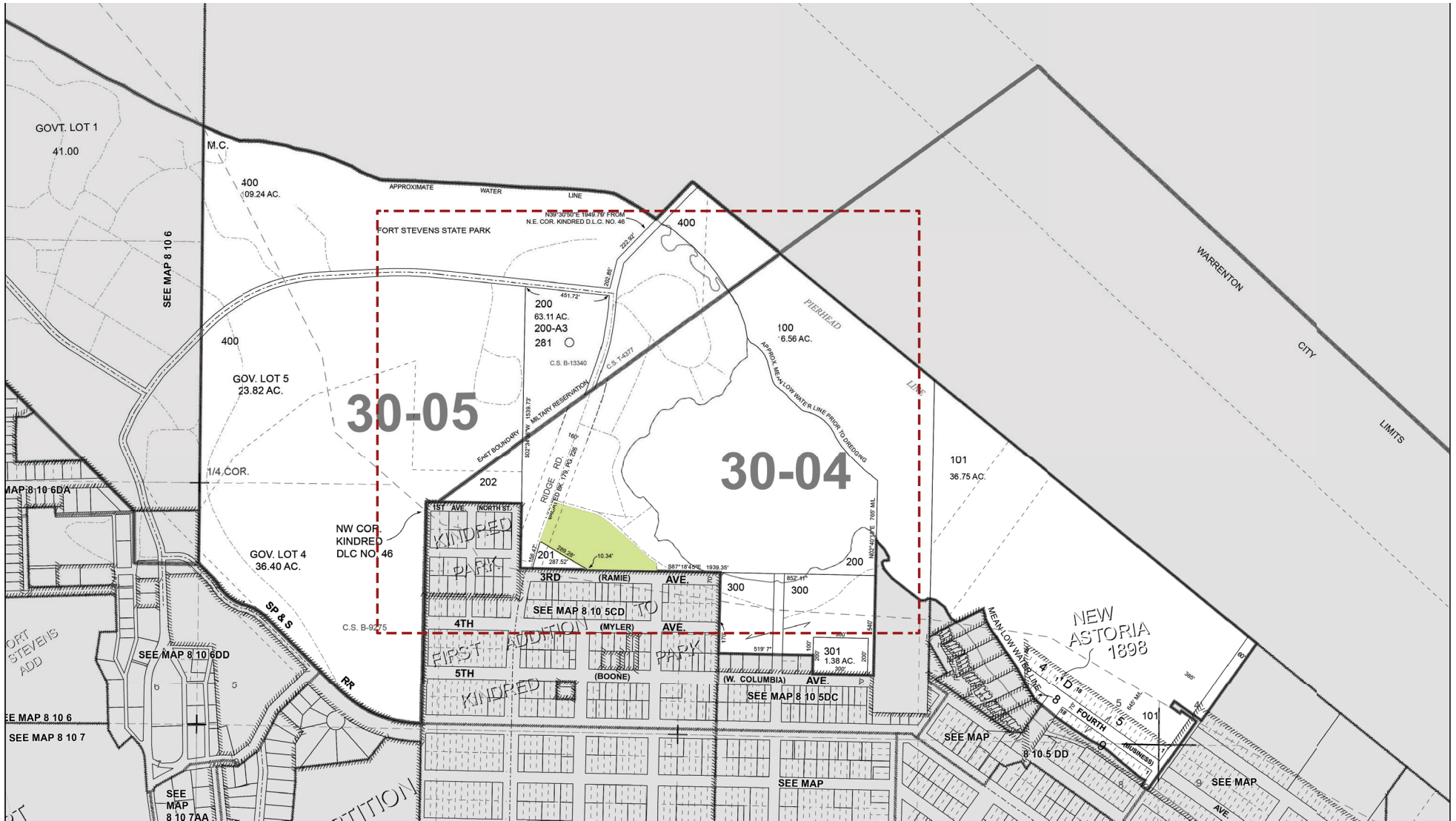
- Boat maintenance supplies/parts
- Fishing Tackle
- Storage lockers
- Utility/ Services / BOH

Circulation

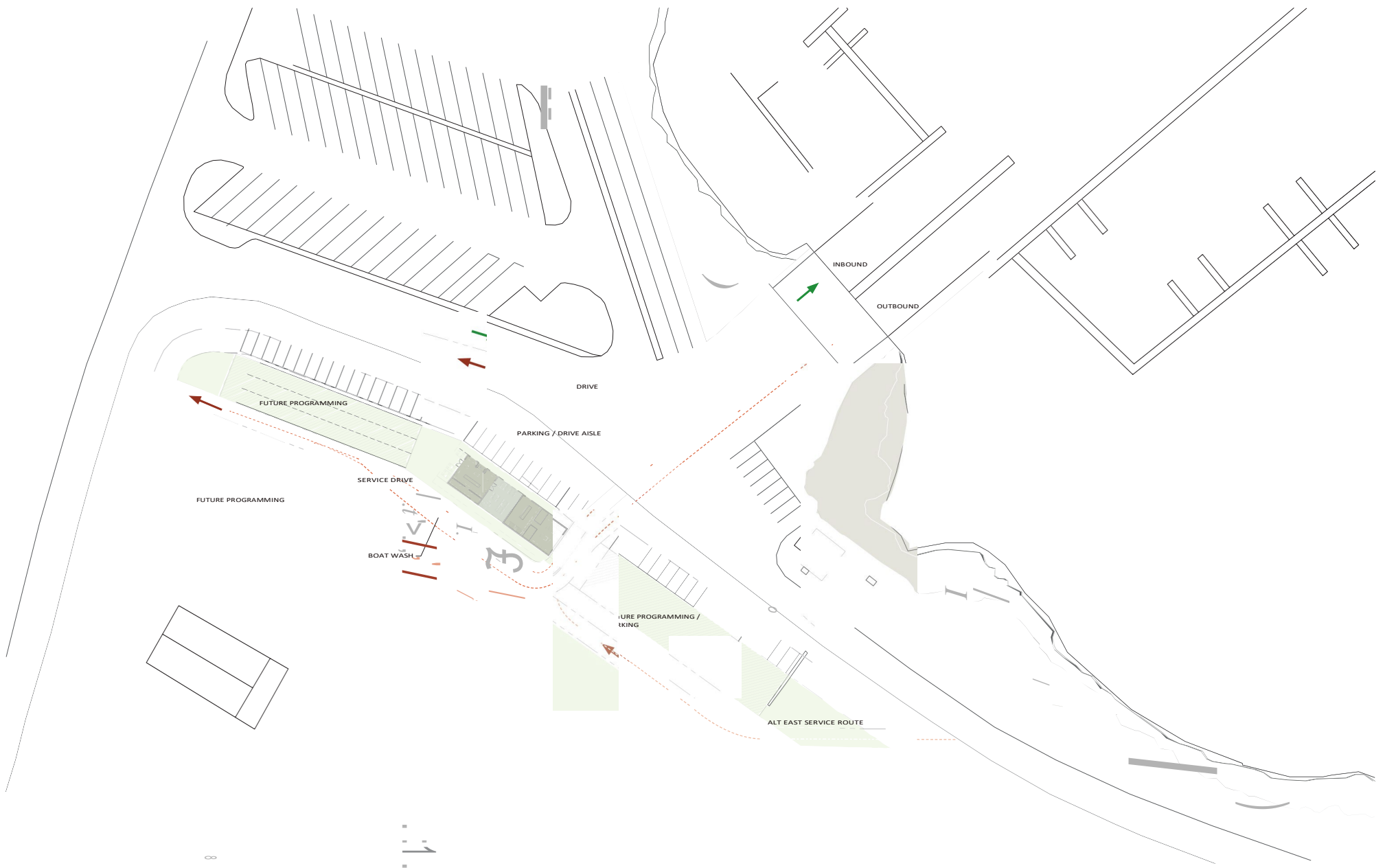
- Store access: walk / drive
- Vehicular access
- Vehicular access with boats for loading / unloading
- Parking

Approach and Vision

This project has enormous potential to function as a new organizational center for the Marina providing for diverse uses including year long recreational fishing and boating, day tripping coastal travelers, and locals where the location and amenities can serve as a destination for an array of activities and events.



AREA / PLAT MAP



VISION AND APPROACH

A WORKING WATERFRONT

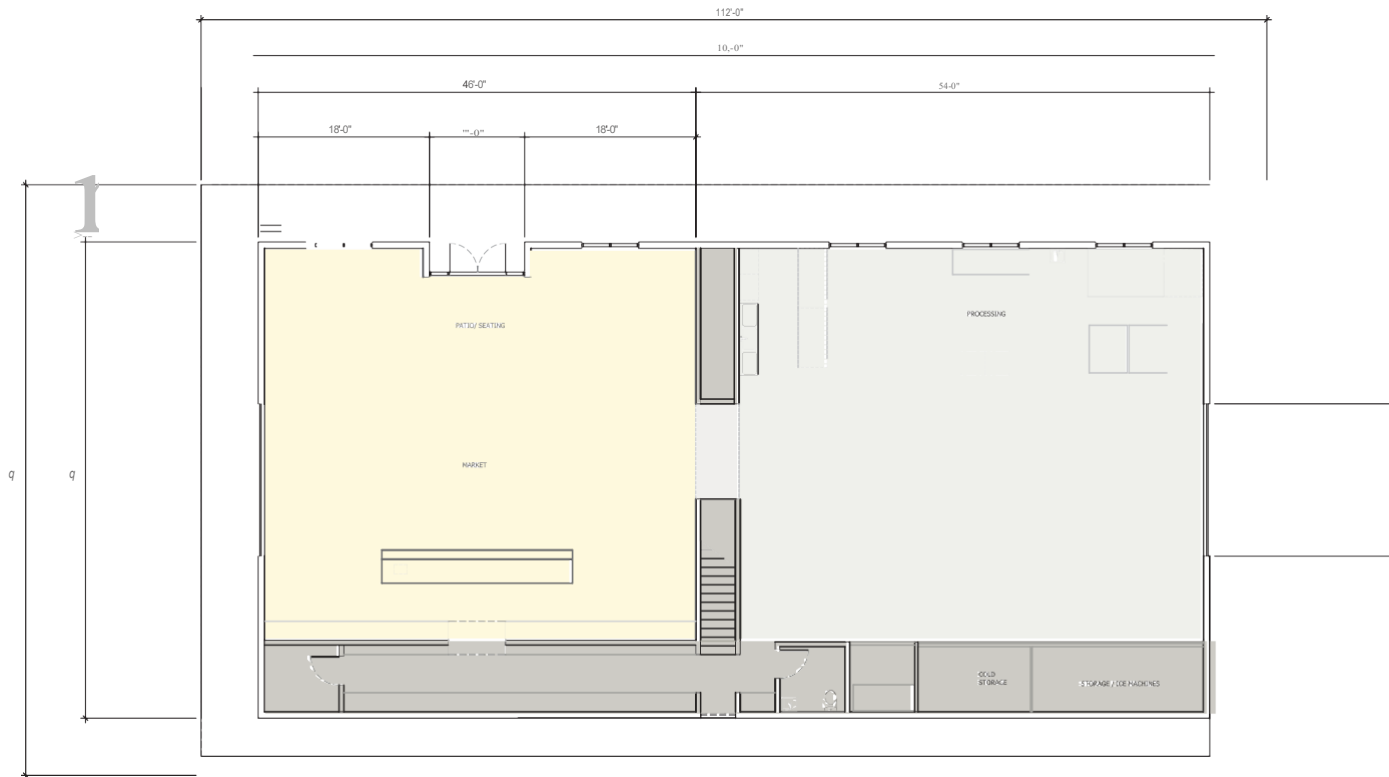
The Fishermans Supply is the heart and operational foundation of the Marina and is part of a working waterfront. The design of the new building will be driven by the work flow of the Marina across a daily cycle providing a series of essential services including bait and ice for outbound boats, fishing supplies, a dry goods and retail market, food service, and processing, including a crab boil station.

The building character and operation is informed by the services and functions it provides, looking to the utility and simplicity of historic fishing buildings and markets, bait and tackle shops, and peripheral equipment storage. The new building looks to elevate the form and materiality of local and historical references into an updated and streamlined architecture that balances function, circulation, and transparencies across the Marina.



GENERAL STORES / BAIT AND TACKLE

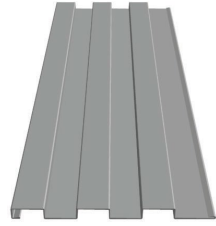
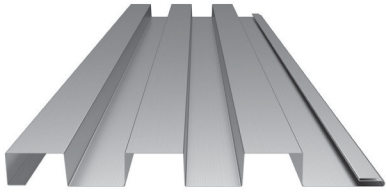




FLOOR PLAN

DRY GOODS MARKET / BAIT SHOP	2309 GSF
FISH MARKET / PROCESSING	2491 GSF
TOTAL GROUND FLOOR	5000 GSF
TOTAL PROJECT	7675 GSF

GROUND FLOOR



CHARACTERISTICS

The building is characterized by the industrial working nature of the program and Marina utility. The form is a simple gable roof structure punctuated by large and open entries, large windows, and skylights at the roof to maximize natural lighting. The materials are grounded in utility and function, using a 20ga box rib panel and corrugated roof panels. Garage doors are the primary entrances on the East and West of the building providing the ability to open up the building for processing and market events respectively.

Recessed entries and large overhangs create ample covered space for circulation around the building and are accented by sealed natural wood materials. The project proposes sealed marine plywood in a natural / clear stain.

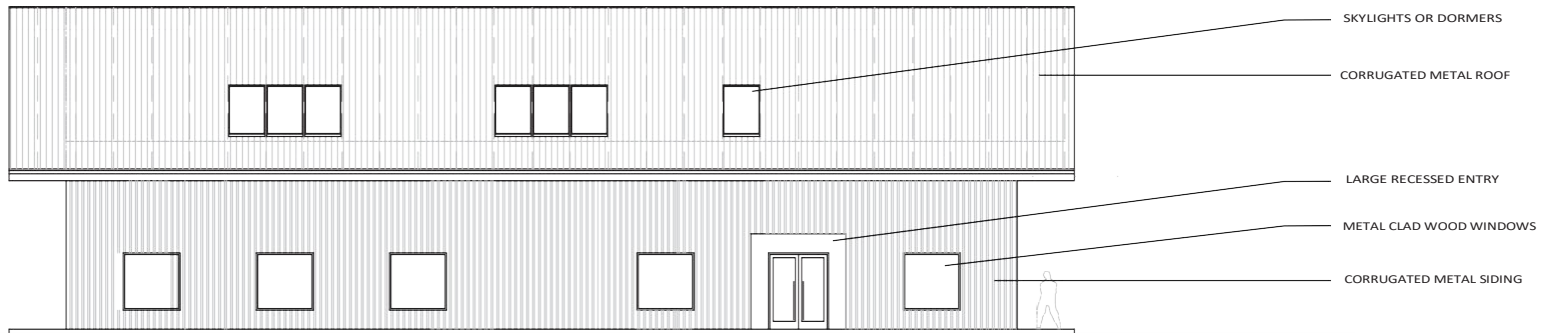
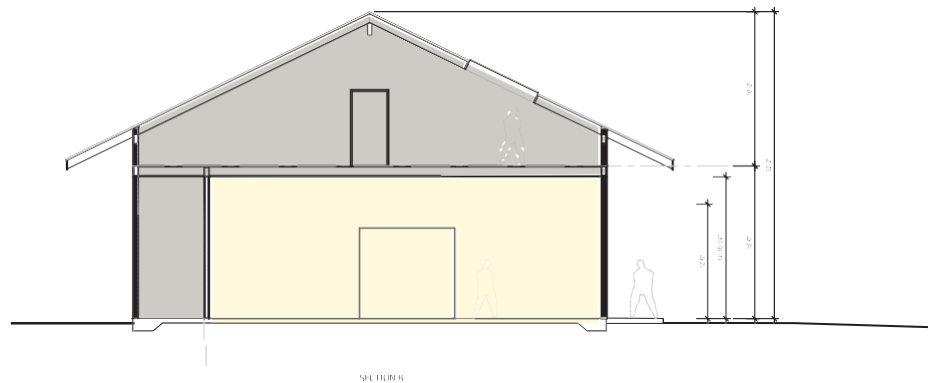
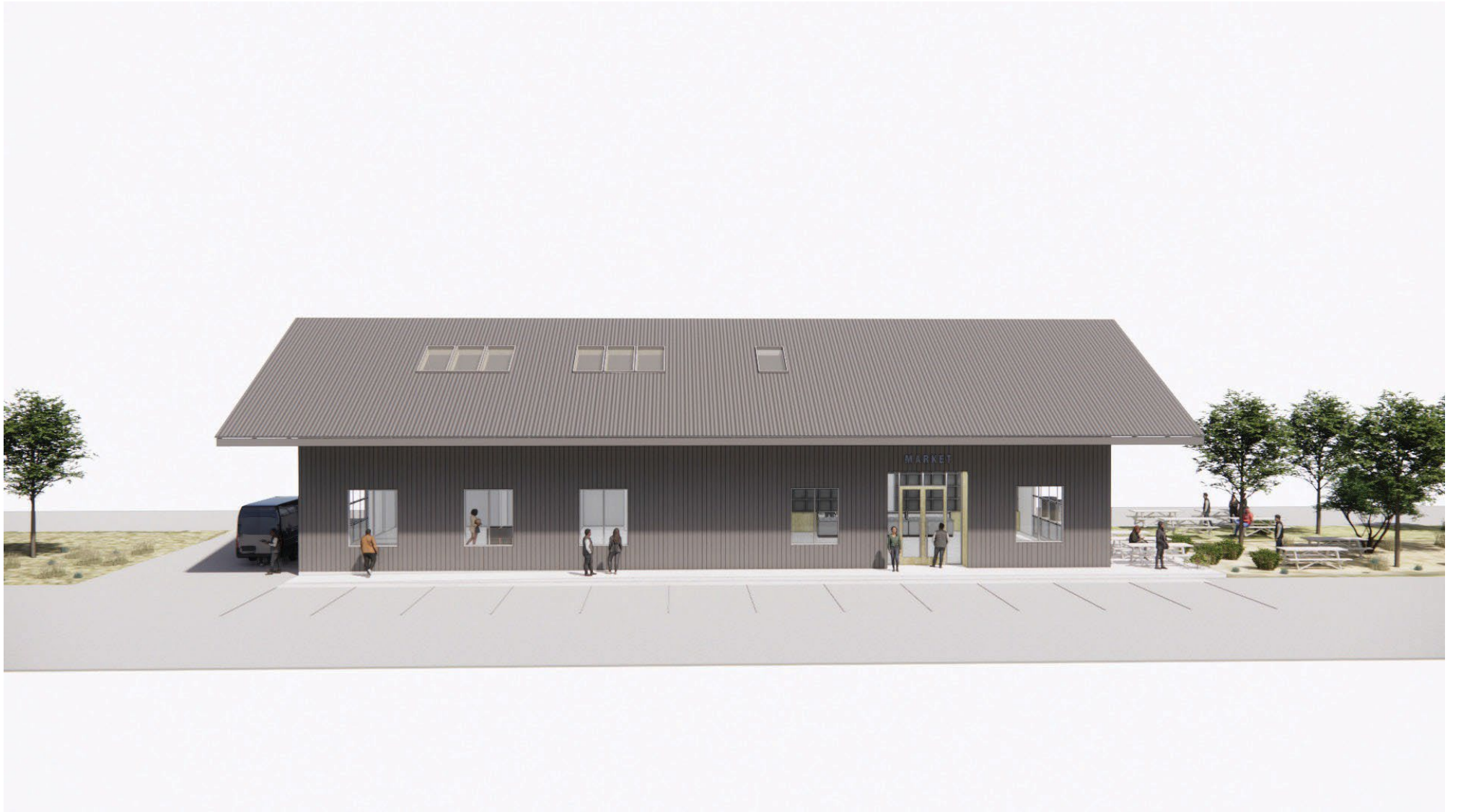


FIGURE 11 - ELEVATION





MATERIALS



NORTH ELEVATION



AXON AND WEST DRIVE APPROACH



AXON AND EAST DRIVE APPROACH



WEST DRIVE APPROACH



EAST DRIVE APPROACH

Exhibit C

Transfer upon Expiration or Termination of the Lease

1. Upon the expiration of the Initial Term or any Extended Term or upon termination of this Lease, the Tenant shall execute a quitclaim deed transferring all of the Tenant's interest in the Building to the City, subject to the terms of this Exhibit C and the Lease. The City shall record the quitclaim deed and pay associated costs.
2. Upon the expiration or termination of this Lease, the parties shall compare the total discount in Rent that the Tenant received over the life of the Lease to the Tenant's costs associated with the construction of the Building as reported to the City under Exhibit B to this Lease. If the Tenant's Building construction costs exceed the total discount in Rent, then the City shall, as a condition precedent to the Tenant's execution of the quitclaim deed, pay the difference up to and not to exceed ten percent (10%) of the total discount in Rent or shall enter into an agreement with the Tenant to pay the difference over installments to be established at that time.

LEASE AGREEMENT

This LEASE (this “Lease”) is made and entered into on _____, 20____ (the “Commencement Date”), by and between the City of Warrenton, an Oregon municipal corporation (“Landlord”), and _____ (“Tenant”).

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property located adjacent to 1080 NE Iredale Ave, Warrenton, Oregon described on attached Exhibit A, including the described area that includes unpaved yard and fencing, together with any and all rights, privileges, easements, and appurtenances (collectively, the “Premises”).

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

Article 1 PREMISES

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein.

Article 2 LEASE TERM

2.1 Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of five (5) years (the “Initial Term”), unless earlier terminated pursuant to the terms of this Lease.

2.2 Extended Term. If Tenant is not in default under the Lease, if Tenant desires to extend the Lease, Landlord has the option to extend the Initial Term for an additional period of up to 15 years (the “Extended Term”) by providing written notice thereof to Tenant no less than ninety (90) days before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Term, is referred to in this Lease as the “Term”). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease.

Article 3 RENT

3.1 Rent for Initial Term. Tenant agrees to pay to Landlord monthly rent in the amount of \$400 (“Rent”) beginning on the Commencement Date. On the first annual anniversary of the Commencement Date and every year thereafter (each, an “Adjustment Date”), Rent will increase by 3% over the previous monthly rent.

3.2 Payment of Rent. Rent is payable in advance, commencing on the Commencement Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. If the Commencement Date is a day other than the first day of a month, Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during

that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at 225 S. Main Ave/P.O. Box 250, Warrenton, Oregon 97146, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

3.3 Late Charge and Interest. If Rent or any other amount payable by Tenant to Landlord is not paid within 10 calendar days of its due date, Tenant will pay to Landlord a late charge of five percent of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all delinquent amounts will bear interest at the rate of nine percent per annum or the highest rate permitted by law, whichever is lower (the “Default Rate”), from the date first due until the date paid in full.

3.4 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

Article 4

USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

4.1 Permitted Use. Tenant will use and occupy the Premises during the Term for the purpose of storage and auxiliary use of the bait shop and must be in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

4.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises whether or not the Legal Requirements affect the interior or exterior of the Premises, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

“Legal Requirements” means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component thereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

“Environmental Laws” means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA)

(42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

“Hazardous Substances” means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

4.3 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

4.4 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises.

Article 5 IMPROVEMENTS

5.1 Construction, Modification, and Demolition of Improvements. Tenant may not construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other improvements of any nature including excavation, earthmoving, paving, installation of utilities, and all other development activities (“Improvements”) without obtaining the prior written consent of the Landlord which consent is in Landlord’s sole and absolute discretion.

Article 6 TAXES AND UTILITIES

6.1 Taxes Defined. As used in this Lease, the terms “Tax” and “Taxes” mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any “gross receipts” tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or

length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

6.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

6.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

6.4 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

6.5 Personal-Property Taxes. Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

6.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with any taxes thereon, from and after the Commencement Date.

Article 7 INSURANCE

7.1 Property Insurance. Tenant, at its cost and expense, will keep all Items insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special-form" policy, or its nearest equivalent in use at the time.

7.2 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises as part of their insurance for the adjoining property lease and Improvements as specified in that agreement including naming Landlord as an

additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under the Lease based on then-current market conditions for properties comparable to the Premises.

7.3 Additional Requirements. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 calendar days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

Article 8

RELEASE AND INDEMNIFICATION

8.1 Release. Tenant is and will be in exclusive control of the Premises, and the Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or any Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord's gross negligence or willful misconduct.

8.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

- (a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
- (c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord,

but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and

(e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

Article 9 LIENS

9.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 calendar days after the date of its filing by payment, deposit, or bond.

9.2 Landlord Right to Post Notices. Landlord will have the right to post and keep posted at all reasonable times on the Premises and the Improvements notices of nonresponsibility and any other notices that Landlord desires or is required to post for the protection of Landlord's interest in the Premises and the Improvements from any such lien.

9.3 No Right to Lien Landlord's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not an agent for Landlord.

Article 10 REPAIRS AND MAINTENANCE

10.1 Tenant Obligation. Tenant must maintain, repair, and replace the Premises and the Improvements and keep the Premises in the same condition it is in on the Commencement Date (minus normal wear and tear). The Tenant shall keep the Premises in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work. Tenant must bring the Premises up to a clean and attractive condition, and in good condition and repair, within six months of the Commencement date. The Landlord shall have the right to inspect to ensure compliance with this section pursuant to Article 13.

10.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term.

10.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

Article 11
SIGNAGE AND SITE SECURITY

11.1 Signage. Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

Article 12
INSPECTION AND ACCESS

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

Article 13
ASSIGNMENT AND SUBLETTING

13.1 Limitations on Transfers. Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof, or grant any right to use the Premises, or any respective part thereof (each a "Transfer") without the prior written consent of Landlord, which consent is in Landlord's sole and absolute discretion. Any attempted Transfer without such prior written consent will be void. Landlord's consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord's prior written consent to any further Transfer. Landlord's acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, will constitute a Transfer for the purposes of this Article.

13.2. Assignments Prohibited. An assignment prohibited within the meaning of section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Tenant's stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

Article 14 DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 calendar days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for failure to pay Rent or any other amount within 10 calendar days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 calendar days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 calendar days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 calendar days after Landlord's notice is given to Tenant;

(d) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within 75 calendar days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within 30 calendar days.

Article 15 REMEDIES

15.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any

rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Landlord relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

15.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 calendar days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

15.3 No Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but

each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

15.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

Article 16

SURRENDER AND HOLDOVER

16.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises in good condition and repair free and clear of all occupancies other than subleases to which Landlord has specifically consented and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord.

16.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all items from the yard including trash and debris. If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

16.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, same Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 calendar days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

Article 17

CONDITION OF PREMISES

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

Article 18
QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions and as otherwise excepted in this Lease.

Article 19
NOTICES

19.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally (effective upon delivery), or sent by United States registered or certified mail, postage prepaid, return receipt requested (effective upon delivery or refusal to accept delivery), and addressed as follows:

If to Landlord:	Attn: City Manager City of Warrenton PO Box 250 Warrenton, OR 97146
Attn:	Finance Dept.
With a copy to:	PO Box 250 Warrenton, OR 97146_
Attn:	_____
If to Tenant:	_____
Attn:	_____
With a copy to:	_____
Attn:	_____

19.2 Copies of Certain Notices to Tenant. Tenant will immediately send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

19.3 Failure to Notify of Change of Address or Refusal to Accept a Notice. Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 20
MISCELLANEOUS

20.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

20.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than

those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

20.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

20.4 Nonmerger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

20.5 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by electronic signatures, each of which will constitute an original, but all of which will constitute one Lease.

20.6 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

20.7 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

20.8 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

20.9 Recordation of Lease. Tenant may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clatsop County, Oregon. Tenant will pay the recording costs.

20.10 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

20.11 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved

against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

20.12 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term “Herein” refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

20.13 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:

/s/ _____,
a(n)

By: _____
Name: _____
Title: _____

TENANT:

/s/ _____,
a(n)

By: _____
Name: _____
Title: _____

EXHIBIT A
Property

Adjacent to 1080 Iredale Ave, Warrenton, Oregon





City Commission Agenda Memo

Meeting Date: August 27, 2024
From: Mathew J. Workman, Chief of Police
Subject: Declare Surplus Vehicle

Summary:

The Warrenton Police Department has a decommissioned vehicle that was loaned to the Marina for the last several years and it is no longer running. The vehicle would not be recommended to be utilized by other city departments. The vehicle will be disposed of in accordance with current administrative policies.

The vehicle is as follows: 2011 Chevrolet Tahoe, 1GNLC2E05BR192238

Recommendation/Suggested Motion:

"I move to declare the listed vehicle as "surplus" and dispose of according to current administrative policies."

Alternative:

None recommended.

Fiscal Impact:

N/A

Attachments:

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

- None

Approved by City Manager: Esther Meloy



City Commission Agenda Memo

Meeting Date: August 27, 2024
 From: Matthew Ellis, AICP, Planning Director
 Subject: Planning Application Fee Schedule Modification

Summary:

During the discussion of Resolution No. 2672, there was concern about the overall cost of the review of the Floodplain Development Permit. Staff has since analyzed the process for reviewing the Floodplain Development Permit and is suggesting a modification to the Planning Application Fee Schedule to reduce the cost of the initial review of these permits.

The new proposed fee of \$50 covers the initial Substantial Improvement/Substantial Damage Assessment which is the first question staff determines when development is proposed in the floodplain. A Substantial Improvement is any development activity that improves a building by more than 50% of its market value. Substantial Improvement/Substantial Damage Assessments consist of staff verifying the information submitted on the application form, assessing the valuation of the work submitted by the applicant, gathering the improvement valuation from the Clatsop County Tax Assessor, and writing the Letter of Non-Significant Improvement Determination. City staff estimate the combination of these steps to take 45 minutes to 1 hour to complete. When combined with answering questions and returning the signed letter to the applicant, processing and completing the entire process would take an average of 90 minutes. Of the 21 floodplain permits submitted in 2024, 15 were determined not to be substantial improvements.

For the other six, the next step is to review three different elevation certificates. The first elevation certificate is submitted before the commencement of work and assesses the path to compliance with floodproofing for commercial structures and flood openings for residential structures. The second elevation certificate is submitted after work has begun and the floodproofing has been completed. The final elevation certificate is submitted after all work has been completed. The review of each of these elevation certificates takes between 30 minutes and 45 minutes to confirm the submitted information is compliant with the Warrenton Municipal Code and inspect the site.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Resolution No. 2690, REVISING RESOLUTION NO. 2672 PLANNING APPLICATION FEES."

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Resolution No. 2690

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Eater Moberg", is written over a horizontal black line.

RESOLUTION NO. 2690
INTRODUCED BY ALL COMMISSIONERS

REVISING RESOLUTION NO. 2672 PLANNING APPLICATION FEES

WHEREAS, it is the responsibility of the applicant to defray the cost of processing land use applications; and

WHEREAS, the current fees approved by Resolution No. 2672 on June 11, 2024, do not reflect fair costs for processing and reviewing Floodplain Development Permits; and

WHEREAS, the Planning Department strives to deliver the highest quality customer service for its programs;

NOW THEREFORE, the City Commission of the City of Warrenton resolves as follows:

Section 1. The minimum fees, hereby incorporated by reference and attached as Exhibit A, shall be paid to the City upon the filing of a land use application or request for service. Such fees shall not be refundable.

Section 2. The fee schedule shall be updated annually based on the Consumer Price Index (CPI) provided by the US Bureau of Labor Statistics.

Section 3. Resolution No. 2690, Exhibit A: Planning Application Fee Schedule is hereby adopted, amending Resolution No. 2672.

Section 4. This resolution shall be in full force and effect on October 1, 2024.

First Reading: August 27, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit A Planning Application Fee Schedule Effective October 1, 2024	Amount
Address Assignment (per lot)	\$50
Annexation	\$1,500
Appeals	
Planning Commission	\$500
City Commission	\$500
Comprehensive Plan Amendment	\$2,000
Conditional Use Permit	\$1,000
CRESO Review	AC
Development Code Text Amendment	\$1,500
Engineering Review (Development)	AC
Food Cart Permit	\$200
Floodplain Development Permit	\$300
Grading/Drainage Permit	\$100
Hearings Officer	AC, \$5,000 deposit
Homestay Lodging Permit and Inspection	\$500
Home Occupation – Type II	\$200
Land Use Compatibility Statement (LUCS)	\$75
License to Occupy	\$250
Lot Line Adjustment	\$150
Modification of Approved Plans or Conditions	
Type II	\$500
Type III/Type IV	\$750
Permit Extension	25% of Original Cost, capped at \$500
Recording with Clatsop County Clerk	AC
Pre-Application Conference	\$150
Reinspection	\$50
Residential Structure (Primary and Accessory)	\$150
Rezone	\$2,000
Shipping Container Permit	\$150
Sign Review	\$100
Site Design Review	
Food Cart Pod	\$250
Type II	\$500
Type III	
10,000 sf - 20,000 sf	\$1,000
20,001 sf - 30,000 sf	\$1,500

30,001 sf or larger	\$2,000
Street Vacation	
Type II	\$750
Type III	\$1,000
Subdivisions	
Land Partition, Preliminary	\$500
Land Partition, Final	\$250
Plat, Preliminary	\$1,000 + \$50/lot
Plat, Final	\$750
Plat Vacation	\$750
Planned Unit Development	\$1,500 + \$50/lot
Substantial Improvement/Damage Assessment	\$50
Temporary Use/Structure	\$300
Urban Growth Boundary Amendment	\$2,000+AC
Variance	
Class 1 Administrative	\$500
Class 2 Planning Commission	\$1,000
Wetland Significance Determination Amendment	\$1,000 + AC
Wireless Communication Facility	\$3,000 + AC
Zoning Verification Letter	\$150

Notes:

AC stands for Actual Cost



City Commission Agenda Memo

Meeting Date: August 27, 2024
From: Mathew J. Workman, Chief of Police
Subject: Temporary Camping Zone Discussion

Summary:

On August 22, 2023, the Warrenton City Commission considered City Temporary Camping Zones at the regular meeting. A few options were presented by the Planning Director and were discussed by the Commission. The Commission designated three (3) Temporary Camping Zones mentioned under 12.28.020 "Public property program for temporary camping." Two of the zones (North Coast Business Park and SE 16th Street) are owned by Clatsop County and the Business Park is posted with No Trespassing signs and chained to prevent vehicle access so they have never been used as a designated zone and no one has been directed to either of these locations. The third zone (SE Dolphin Ave.) located behind Dollar Tree, Petco, & Harbor Freight Tools, has been available but to my knowledge no one has utilized the location when offered. If the commission feels we should have more than one zone available, I would like to revisit the designated Temporary Camping Zones at our next meeting and discuss whether one zone on Dolphin Ave. is sufficient or if the Planning Director should look again for additional locations to add to the list.

Recommendation/Suggested Motion:

Discuss the one Temporary Camping Zone and give staff guidance as to whether we should look for additional zones and return to the Commission for further discussion and decision.

Alternative:

None recommended.

Fiscal Impact:

N/A

Attachments:

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

- None

Approved by City Manager: _____