Updated with additional materials

# AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
April 12, 2022 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

   A. City Commission Meeting Minutes – 3.22.22
   B. City Commission Work Session Minutes – 3.22.22
   C. Marinas Advisory Committee Minutes – 1.24.22
   D. Warrenton Community Library Quarterly Report – Dec. 2021 – Feb. 2022

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

   At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – None

7. **BUSINESS ITEMS**

   A. Consideration of Sublease on Sturgeon Paul Lease Property - Hammond Marina Food Carts

   B. Consideration of Surplus Public Works Equipment

   C. Consideration of Business Oregon – Tidegate Planning Grant

   D. Consideration of Trillium House Water Main Easement

   E. Consideration of Trillium House Easement in Right-of-Way

   F. Presentation on Warrenton Brownfields – Keith Ziobron

8. **DISCUSSION ITEMS** – None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

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

MINUTES
Warrenton City Commission
March 22, 2022
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:01 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Building Official Van Wilfinger, Police Chief Mathew Workman, Fire Chief Brian Alsbury, Finance Director April Clark, and City Recorder Dawne Shaw

Mayor Balensifer requested unanimous consent to add item 8.C Marinas Advisory Committee appointments to the agenda. There were no objections.

CONSENT CALENDAR

A. City Commission Meeting Minutes – 3.08.22
B. Warrenton Community Library Board Meeting Minutes – 12.08.21
C. Police Department Monthly Report – February 2022
D. Monthly Finance Report – February 2022

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

**Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye**

City Manager Linda Engbretson gave a few comments on the retirement of Building Clerk Janice Weese after 15 years with the City of Warrenton. Mayor Balensifer paid compliments to Ms. Weese and her work then presented her with a plaque. Ms. Weese made brief comments about her retirement. Commissioners Baldwin, Poe, and Newton also made comments of appreciation.

COMMISSIONER REPORTS – None

PUBLIC COMMENT -

Susan Walker spoke regarding agenda item 8.B NW 7th Place & N Main Low-Pressure Sewer project. She asked questions about the timeline. Mayor Balensifer gave a brief update.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Ballots were distributed for board assignments. Mayor Balensifer noted there was more interest than available assignments so he felt it would be better to do a peer vote rather than direct appointments. He suggested each commissioner state their interest. Commissioner Newton noted CREST asked him to return. He will also be attending LCTC meetings. Mayor Balensifer noted a response from PSCC that the City does not have authority to make nominations. Commissioner Dyer would be interested in LCTC. Commissioner Baldwin would like to complete the Elk Collaborative. Commissioner Poe explained his interest in switching from LCTC to CREST.

City Recorder Dawne Shaw read the ballots aloud. The votes were cast as follows:

| | Poe Voted: | Baldwin Voted: | Balensifer Voted: | Dyer Voted: | Newton Voted: |
|---|---|---|---|---|---|
| CREST | Poe | Poe | Poe | Newton | Newton |
| LCTC | Dyer | Dyer | Dyer | Dyer | Newton |
| Elk Collab. | Baldwin | Baldwin | Baldwin | Baldwin | Baldwin |

**The final appointments were Commissioner Poe to the Columbia River Estuary Study Taskforce, Commissioner Dyer to the Lower Columbia Tourism Council, and Commissioner Baldwin to the Clatsop Plains Elk Collaborative.**

Mayor Balensifer requested staff apprise the executive directors of each board about the change in appointments. Ms. Engbretson asked about assignment to CEDR. Mayor Balensifer explained that because there was no interest shown for CEDR, he will keep the assignment.

Public Works Director Collin Stelzig requested approval to bid the NW 7th and N Main low-pressure sewer project. Mayor Balensifer clarified details of the project with Mr. Stelzig. The sewer bid will go out this week and road design will begin soon with construction anticipated for late summer / next spring. Discussion followed. Mayor Balensifer asked about city property on the corner of N Main and 7th. Mr. Stelzig responded he is not aware of a strategic reason for keeping the property. Ms. Engbretson added that she is preparing a list of city-owned properties for the next city manager.

**Commissioner Dyer made the motion to approve advertising the request for bids for the NW 7th and N Main low-pressure sewer system construction. Motion was seconded and passed unanimously.**

**Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye**

Mayor Balensifer noted Kevin Dunn resigned from the Marinas Advisory Committee. Per the by-laws, the position needs to be filled by a commercial fisherman. There were two applicants.

The first was not a commercial fisherman. The second, Tim Kindred, was interviewed. Mayor Balensifer noted he has great ideas and nominated Mr. Kindred for the position.

**Commissioner Baldwin made the motion to appoint Tim Kindred to serve on the Marinas Advisory Committee. Motion was seconded and passed unanimously.**

**Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye**

DISCUSSION ITEMS

State Forest Policy Director from Hampton Lumber, Laura Wilkerson, gave a presentation on the Oregon Department of Forestry's Habitat Conservation Plan (HCP) update. She reviewed the location of forest lands that have been managed by the state. The majority are in Clatsop, Tillamook, and Washington counties. She explained the purpose of an HCP and the importance of complying with the federal Endangered Species Act. This HCP process began over four years ago and was kicked off again in October of 2020 after receipt of the Warrenton's letter of concern regarding negative economic impacts. There were also concerns raised about the first draft being created "behind closed doors," projected decrease in harvest volumes, projected loss of revenue for counties and ODF, and lack of a socio-economic analysis. She reviewed data supporting the concerns. She noted the County submitted an alternative proposal that would allow for more harvest and predator management. The biggest concern is half of the land is dedicated to the habitat conservation area, more than any other HCP on the west coast. The National Environmental Policy Act process is underway, and a draft Environmental Impact Statement (EIS) has been released with 5 alternative plans under consideration. She requested the City participate in the NEPA public comment period for the EIS draft. Mayor Balensifer discussed an outbreak of Sudden Oak Death disease in Brookings that quarantined natural resources. He stated it is shameful and dangerous to move forward without a socioeconomic evaluation. He also noted concern about species becoming extinct. Ms. Wilkerson made comments in agreement. There were no objections to authorize the mayor's signature on a letter on behalf of the commission to demand a socio-economic evaluation in consideration for disease and predator management.

Mr. Stelzig gave updates on Public Works projects as outlined in a handout that included the Hammond waterline, Lewis & Clark raw waterline, downtown Main Street improvements, Safe Routes to School, Water Treatment Plant roof, the N Main Avenue & NW 7th Place sewer and road, Hammond stormwater, and the Forest Rim Parklet. Commissioner Baldwin asked for a comparison to ductile iron pipe. There was brief discussion about bulk purchasing materials with other cities that are on a 5-year CIP. There was brief discussion about doing the N Main Avenue NW 7th Place work in phases. They plan to do 20-24 ft. wide asphalt, then widen the street and add sidewalk on one side as fund become available. Discussion followed about putting the sidewalks in within 5 years to meet the city standards. Mayor Balensifer feels this project needs to be done as soon as possible. Brief discussion continued. There was brief discussion about a culvert that was removed in Hammond, near Iredale. Mayor Balensifer asked if the Hammond stormwater project will help decrease pooling on Pacific Avenue. Mr. Stelzig explained it will

increase the capacity. They will also be adding a tide gate and vault inland. Mayor Balensifer asked if the project timeframes are achievable. Mr. Stelzig confirmed and discussed staff burden.

Mr. Stelzig presented a response to Stan Johnson's recent public comment regarding concerns about waterline size for his development. The City required him to do a water model for the development. Mr. Johnson suggested upgrading the size of the waterline instead of doing a water model. The City agreed and determined a 12" waterline would be satisfactory based on a City-created water model. Mr. Stelzig referenced emails in the staff report that Mr. Johnson wanted to do a 10" waterline instead of the 12" and for the City to pay for a portion. Brief discussion followed about future development and master planning. Mayor Balensifer noted he does not have an issue with what has occurred up to this point. Commissioner Baldwin noted the pipe should be put in or proof should be given for different flow requirements. Brief discussion continued about 8th Street bridge.

Mayor Balensifer noted a recommendation from the Community Center Advisory Board to move the Senior Lunch to Tuesdays. This would increase revenue potential by allowing the facility to be rented for 3 consecutive days. There was unanimous consent to approve the recommendation and ask the City Manager reach out to the seniors.

Mayor Balensifer read an email from Mark Buffington from Oregon Department of Transportation, in response to the Commission's letter about pavement conditions in Warrenton and the request for school signage.

GOOD OF THE ORDER

Commissioner Dyer thanked Mr. Stelzig for taking care of the corner in Hammond.

Commissioner Newton explained a WFD event last Saturday. He thanked Mr. Stelzig for removing a tree and cleaning the welcome sign. He asked about the Walk the Docks. He noted a new banner across the street and reviewed the numbers from the finance report. He noted a requirement of SEI filing. He also noted CREST will be expecting Commissioner Poe.

Mayor Balensifer noted two proclamations for the month of April: Volunteer Appreciation month and Sexual Assault Awareness month.

Ms. Engbretson noted she met with DLCD about the Hammond Marina boundary. Kevin Cronin is assisting with the process. She is hopeful for a couple paths forward.
At 7:16 p.m. Mayor Balensifer recessed the regular meeting to conduct the URA meeting.

At 7:18 p.m. Mayor Balensifer reconvened the regular meeting and announced the Commission will meet in executive session under the authority of ORS 192.660(2)(a); *to consider the employment of a public officer, employee, staff member or individual agent.*

There being no further business, Mayor Balensifer adjourned the regular meeting at 8:07 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES
Warrenton City Commission
Work Session – March 22, 2022
5:30 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:30 p.m.

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

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, and City Recorder Dawne Shaw

Astoria-Warrenton Chamber of Commerce Executive Director David Reid gave a presentation on 2021 data for the Astoria-Warrenton Chamber of Commerce, Lower Columbia Tourism Council (LCTC) and the Astoria-Warrenton visitor center.

Mayor Balensifer asked to hear more about the Chamber. Mr. Reid explained the Chamber represents almost every industry class in the area through advocacy work and connection with other organizations. He also explained LCTC's connection to North Coast Tourism Management Network and the resources they offer. There was brief discussion about the North Coast Beer Trail, the Crab Festival, and a similar trails program. There was brief discussion about LCTC's social media success. Mayor Balensifer asked about industry service gaps in the Chamber. Mr. Reid noted tourism is a big industry; the Chamber is interested in the overall economy, not just a specific industry. Commissioner Baldwin talked about livability concerns regarding the increase in tourist traffic. Mr. Reid explained LCTC is a destination management organization to help address this issue. Discussion continued on industry benefits from the Chamber. Chamber Board President Lindsay Davis discussed the desire to bridge service gaps and improve quality of life.

There being no further business, Mayor Balensifer adjourned the work session at 6:01 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

_____
Henry A. Balensifer III, Mayor

ATTEST:

_____
Dawne Shaw, CMC, City Recorder

MINUTES
Marina Advisory Board
January 24, 2022
Warrenton City Hall – Commission Chambers
250 S Main
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:02 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Lylla Gaebel, Malcolm Cotte, Mike Balensifer

Staff Present: Harbormaster Jane Sweet, Marina Foreman Don Beck, Marina Office Assistant Jessica McDonald

Community Member Present: Jim Fowler

CONSENT CALENDAR

Meeting minutes from 11.15.2021 were presented by staff.

Lylla Gaebel made motion to approve minutes. Motion was seconded and passed unanimously.

DISCUSSION

Introduced the new Marina Foreman Don Beck

Committee discussed Kevin Dunn's resignation. Pam had a couple people express interest in joining the committee. Lylla suggested outreach to the community to get even more applicant to present to the City Commission and Mike added to that saying maybe we could put out an announcement with the committee's preferences for the applicants. Preference could be given to community members with moorage, commercial experience, etc. Committee asked Jane to come up with criteria and email with them before posting.

Pam shared about her meeting with Major Henry Balensifer. Pam and Major Balensifer discussed the need for a joint work session with the City Commission and the Advisory Board, a walk the docks experience to evaluate the Marinas and what is needed. They also discussed the need for a dock maintenance plan that included a rating system for dock repairs and replacement. Committee agreed that a walk the docks should be a top priority followed by a joint session to prioritize and decide on direction for the marinas. Committee agreed everyone needed to have input before putting money into a profession master plan or continuing to discuss financial priorities, if that time/money may be better spent on the docks. Pam and Major Balensifer discussed an idea to add a fuel dock back to the Hammond Marina and suggested the committee look into the requirements or options as a possibly revenue source. They also discussed Jane and the committee making a plan for camping near Seafarer's Park and to flatten the dredge spoil area for more parking or camping. Henry was also in support of widening Lake Dr in Hammond to allow traffic to flow better. They discussed the idea of a fishing tournament as a possible revenue source. The recreational fishing pier in Hammond may need to be a cement pier instead of the sheet piles discussed in previous meetings because of the costs.

Jane shared an update on the Hammond Marina dredging project, she is waiting for the final soundings. One pile was lost during the dredging, Jane is working on an emergency permit to get that repaired in the next couple months. If the piling isn't repaired B5 and B6 annual moorage holders may need to move.

Jane gave a quick update that the Warrenton Commercial Pier Design is almost completed with Hod at PBS engineering, and we should have it soon.

Jim Fowler introduced to the Committee; he is the new owner of Sturgeon Paul's which will now be named Big Game. He is advocating for more fishing opportunities on the lower Columbia River to increase tourism revenues in our area and hoping to build a good relationship with the advisory board and marinas.

Jane gave an update on the Oregon Marine Board grant; she must have engineered plans to apply for the grant and a line item in the budget. Looking to the committee for direction for grant application for next round of funding so she can put a line item in the budget now.

Committee discussed direction of where funds should be prioritized in the Hammond Marina, they suggested prioritizing leveling the dredge spoil area, lighting and cameras in parking lot and on docks, and addition restrooms or improving restrooms.

The Marina's Paystations will need to be replaced in the next couple months because the 2G is no longer going to be operating. They are going to be around $13,000 each and there is 2 in Hammond and 1 in Warrenton.

Mike brought up the dry storage area behind Sturgeon Paul's and what it would take to get that area cleaned up, lots of old boats/vehicles that just need to be removed. Mike discussed rebuilding some of the dock slips as a part of a replacement plan for the aging infrastructure. Don has already started working on budget numbers and making plans to do this for some of the slips, Don and Jane are continuing to get information on the new criteria and working on rebuilding some of the docks. Pam suggested a adopt the dock program for donations to replace/repair docks.

Committee discussed a plan for next meeting. Next meeting moved to a monthly schedule until summer Malcolm suggested that if the walk the docks with commission couldn't happen, that next meeting this committee could walk the docks. Committee discussed that everyone should review both current masterplans for Warrenton and Hammond before the next meeting.

Next meeting set for February 28, 2022 at 2pm at the Warrenton Commission Chambers.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 4:16 p.m.

Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:

Jane Sweet

APPROVED:

Pam Ackley, Marina Advisory Board Chairperson

# DEPARTMENT QUARTERLY REPORT

TO: Library Advisory Board and Warrenton City Commission

FROM: Warrenton Community Library

DATE: 03/04/2022

RE: Department Quarterly Report; December 2021-Februrary 2022

## Quarter in Brief:

- Hired and trained new Library Assistant **Youth Coordinator**, Courtney Johnston, who started February 16, 2022 after Saturn Caronna resigned January 7, 2022. Courtney comes to us with a background and a degree in Elementary Education. She is starting up Storytime again, in person, every Wednesday at 10:30am and every other Saturday. She is also in charge of Reading Buddies and Lego Club.
- Library Assistant Cass Williams started an adult D&D group that meets every other Saturday in the back room of the library from 10AM to 1PM. Cass is also taking over the teen programming including Teen Advisory Board, Anime Club, Dungeons and Dragons Club for kids.
- Winter Reading Bingo concluded Feb. 28. We had 115 Bingos and over 550 books read from Dec. 21 to Feb 28. The three raffle basket winners were Stephanie L., Olivia J, & Rainier J.

## Projects completed:

1. Friends of WCL(FOWCL) group 501c3 paperwork filed, bank account open, PO Box set up, and monthly meetings on the third Thursday of each month at the library from 6-7pm. Officers elected at our 12.16.21 meeting are: Michelle Murray, President; Vice President, Dave Zunkel; Treasurer, Rick Newton; Secretary, Terry Arnell; Ex-officio Library Board member, Kelsey Balensifer; Ex-officio Library Staff Liaison, Kelly Knudsen. FOWCL Mission Statement is: Friends of the Warrenton Community Library supports the library through advocacy, volunteer services, and fundraising to provide educational and cultural growth.

## Upcoming Dates:

- **Storytime with Courtney**—Wednesdays & every other Saturday@10:30AM (Sat March 12 & 26)
- **Craft STASH SWAP & Book Bag Sale**—March 10-12
- **Library After Dark w/Diana Kirk**—March 12 4PM
- **Adult D&D**—Every other Saturday
- **Youth D&D**—2nd and 4th Tuesdays@4PM
- **Lego Club**—March 15 & 29@4PM
- **Anime Club**—3rd Thursday@4:30PM
- **Teen Advisory Board**—4th Thursday@4:30PM
- **FRIENDS of WCL**—3rd Thursday@6PM
- **Reading Buddies**—Mondays & Wednesdays 3-4PM
- **Library After Dark w/Deb Vanasse**—April 9 @4PM
- **Plant Swap & Seed Library start-up**—April 22
- **Library After Dark with Roger Dorband**—May 14@4PM
- **Summer Reading Kickoff**-June 4

2. There is now a space in the back of the library for meetings and events. We've had one local Boy Scout group meet back there as well as all our youth clubs, the Friends group, staff meetings, Adult programs, and local community members who need a place work on projects or start a book club.
3. Kicked off the new Friends of WCL group local author series, Library After Dark in January with local author Brian Ratty and February local author Cliff Taylor. Authors are scheduled through June, with a break for July and August. In March we welcome Diana Kirk, April is author Deb Vanasse, May is author and photographer Roger Dorband, June is Young Adult author Melissa Eskue Ousley and September is author Marianne Worth Rudd.
4. Lego Club is starting March 3 with help and donations from Northwest Regional Education Service STEM Hub and the community.

**Projects in progress:**

- Summer Reading Planning for 2022. The theme this year is *Read Beyond the Beaten Path,* combining camp, adventure, and skill development. Summer camp at the library can encompass many different summer experiences: Outdoors: hiking, campfires, stories, and s'mores; Animal identification; Arts and crafts; Music; Talent shows; Earning badges. WCL is partnering with Camp Kiwanilong and Rangers from the local State Parks. We are seeking donations for reading incentives and raffle prizes for the end of the program. Summer reading is for ALL ages, including adults.
- Library Director Kelly Knudsen is participating in two EDGE Cohorts. Edge is a suite of online tools and resources that helps library leaders make data-informed decisions to align their technology resources to community priorities. Edge helps libraries turn digital inclusion goals into actionable steps. The cohorts Kelly is participating in are: a six-month long **digital inclusion cohort** designed to support libraries in actively addressing COVID-19 recovery by addressing the digital divide and advancing digital inclusion in their communities and a six-month **data fluency cohort** designed to build staff capacity to access, understand and use various data sources including Edge. Both cohorts started in January, meet monthly via ZOOM and end with a final capstone on June 21, 2022.
- Budget planning for 22-23 in process
- Library Strategic Plan & Goal setting
- Seed Library starting April 22
- Updating website
- Switching Internet providers in July as we lose connection 2 to 3 times a week
- Library Levy resolution needed for November 2022

**Challenges/Obstacles:**

**Staffing.** In January, increased Library Assistant Cass's hours from 25 to 35 and it helps greatly. We will reevaluate the budget at the end of March and see if we can continue with 35 hours for Cass through June and then in July, if the budget is approved, that position will go to full-time with the 22-23 budget.

Successes:

- Bogh Electric is scheduled to update lighting and Exit signs March 23-34
- Hood in backroom will be removed soon! This will help with leaking roof
- Currently WCL offers eight library programs each month for kids and adults

### Statistics

**Community Computer users:** December=203, January=237, February=228

**Volunteer hours:** December=79.75, January=79.75, February=90

**Activity Summary with Comparison to Previous Year**

| Circulation Transactions | 12/01/21 to 02/28/22 | 12/01/20 to 02/28/21 | Percent change |
|---|---|---|---|
| Check IN | 4,154 | 3,694 | 12.45% |
| Check OUT | 3,420 | 2,340 | 46.15% |
| Holds Processed | 612 | 1,168 | -47.60% |
| Renewal | 1,266 | 944 | 34.11% |
| Borrowers Added | 64 | 28 | 128.57% |
| Items added | 563 | Did not track 20-21 | |

## Facts about American Libraries

### DID YOU KNOW?

- Libraries are a smart investment. A recent study shows that for every dollar spent on Ohio public libraries, Ohioans received $5.48 in economic value.
- Libraries have long championed their community members' right to access information privately and serve as an essential refuge where everyone can check out materials or browse the internet without their information being shared.
- Lower-income students are especially at risk of falling behind in math and reading when school is out. Libraries help narrow the achievement gap by offering summer learning opportunities to kids of all backgrounds.
- There are more public libraries than Starbucks in the U.S. a total of 16, 568, including branches. Nearly 100% of public libraries provide Wi-Fi and have no-fee access to computers.
- In 2016, there were 1.4 billion in-person visits to public libraries across the U.S., the equivalent of about 4 million visits each day. That's 2, 664 per minute.
- There were 113 million attendees at public library programs in 2016, more than all Major League Baseball, National Football League and National Basketball Association games combined. That's 16.5 million more than in 2013.
- **Libraries play a critical role in a community's quality of life. States that spend more on libraries, parks and other public goods are shown to have happier residents.**

5 add

## WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Scott Widdicombe

ADDRESS: _____

EMAIL: scottwiddicombe94@gmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: CIP (see attached email)

_____

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

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

## Rebecca Sprengeler

**To:** Dawne Shaw
**Subject:** RE: Todays CIP Work Session

**From:** Scott Widdicombe <scottwiddicombe94@gmail.com>
**Sent:** Tuesday, April 12, 2022 6:25 AM
**To:** Dawne Shaw <dshaw@ci.warrenton.or.us>
**Subject:** Todays CIP Work Session

**Hello Dawne,**

**I am going to watch both the CIP Review and normal Warrenton City Commission meetings on Zoom tonight starting at 5:15. However, when I look at the agenda and the packet for the CIP work session, I see no provision for the public to have any opportunity to make a less than 3 minute public comment at that meeting.**

**I assume this means residents watching on zoom are not allowed to make any comments about the items that will be reviewed on the CIP at the work session. However, I then assume I will be able to make public comments at the normal commission meeting and this is the place I am supposed to be able to comment on the CIP public discussion the commissioners had.**

**I will be watching both meetings on Zoom (which I assume will be working as normally) unless I discover I have a volume problem of hearing the commissioners comments at the CIP meeting and then I will jump in my car and drive to city hall and attend the meeting physically. I definitely want to be able to make public comments when it is allowed, even if this is the commission meeting and not the CIP review meeting.**

**Please prepare the form you normally provide the mayor informing him I want to comment at whatever time this is allowed at tonight's meetings. I will connect to zoom the same way I did at past city commission meetings and I will have my camera/microphone ready to participate assuming I am invited to speak at the appropriate time.**

**Please let me know if there are going to be any changes I am not aware of concerning these 2 public meetings.**

**Scott Widdicombe**

Virus-free. www.avg.com

# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: April 12, 2022

SUBJ: Sublease – Hammond Marina Food Carts

## SUMMARY

The City has received a request for permission for a sublease of city property in the Hammond Marina, currently leased to James and Jennifer Fowler, dba Sturgeon Paul's. The request is to allow up to two food carts on the property for the summer season through Thanksgiving, which would include the Fall crab season.

## RECOMMENDATION/SUGGESTED MOTION

*"I move to authorize a sublease to allow up to two food carts on City Property at the Hammond Marina, currently leased to James and Jennifer Fowler, dba Sturgeon Paul's, for the time period of May – November 2022."*

## ALTERNATIVE

None recommended

## FISCAL IMPACT

N/A

Approved by City Manager:

Linda Engelson

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

# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Collin Stelzig. P.E., Public Works Director

DATE: April 12, 2022

SUBJ: Surplus Public Works Equipment

## SUMMARY

The City of Warrenton Public Works Department has several pieces of equipment and materials that are to be decommissioned and need to be declared surplus property. The description of the equipment and materials are as follows:

- 1986 GMC Dump Truck, fair condition
- 1987 Case Backhoe, fair condition
- 1998 Dodge, condition unknown

Public Works plans to sell the above items via a public auction, per Municipal Code 3.28.080 "General Methods" J1, and Surplus Property section J2 "Disposal of Property with Minimal Value". We recommend that any unsold items at the auction be taken to the local recycling center.

## RECOMMENDATION/SUGGESTED MOTION

*I move to declare the above listed as "surplus" and disposed of according to current administrative policies.*

## ALTERNATIVE

1) Other action as deemed appropriate by the City Commission

2) None recommended

## FISCAL IMPACT

The equipment/materials being sold will bring a small amount of revenue for the City.

Approved by City Manager: Linda Engleton

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

ATTACHMENTS:

1986 GMC Dump Truck

1987 Case Backhoe

1998 Dodge

# AGENDA MEMORANDUM

TO: WARRENTON CITY COMMISSION

FROM: Collin Stelzig. P.E., Public Works Director

DATE: April 12, 2022

SUBJ: Business Oregon- Tidegate Planning Grant

## SUMMARY

The Public Works Department has found funding in the form of a $100,000 grant from Business Oregon to perform planning and project scoping actions at Tidegate #9.

The Public Works Department found a Business Oregon grant for a non-matching $100,000 and have been in communication with Business Oregon to continue moving towards building a contract agreement for this grant. Public Works has met with Business Oregon to talk about possible permitting for this grant.

The Public Works Department would like the permission of the commission to continue working with Business Oregon towards developing this grant contract. Once the contract is created, the Public Works Department will bring it to the commission for approval.

## RECOMMENDATION/SUGGESTED MOTION

*I move to approve the continuation of working with Business Oregon in developing a contract agreement for the Business Oregon Tidegate planning grant.*

## ALTERNATIVE

1) Other action as deemed appropriate by the City Commission

2) None recommended

## FISCAL IMPACT

No fiscal impact

Approved by City Manager: Linda Engelson

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

# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Collin Stelzig, Public Works Director

DATE: April 12, 2022

SUBJ: Trillium House Water Main Easement

## SUMMARY

The Trillium House development proposes to grant the City a 20-foot wide water line easement for access and maintenance purposes of a 300-foot long 8-inch water main with fire hydrant and 2-inch water meter.

The civil improvements for this development have been approved for construction. This easement is a condition of the development.

## RECOMMENDATION/SUGGESTED MOTION

*"I move to accept the proposed 20-foot waterline easement for access and maintenance purposes for the Trillium House development."*

## ALTERNATIVE

None recommended

## FISCAL IMPACT

There is no cost to the city for this easement. The development is paying for the installation of the water main, fire hydrant and water meter.

Approved by City Manager:

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

**When recorded, return to:**

Elliot, Ostrander & Preston, P.C.
700 SW Washington Street, Suite 1500
Portland, Oregon 97205
Attention: Paul Dagle

# WATERLINE ACCESS EASEMENT AGREEMENT
## (Trillium House Project)

This Waterline Access Easement Agreement (as may be properly amended from time to time, called the "**Agreement**") is entered into as of March 15, 2022 ("**Effective Date**") by and between Trillium House Limited Partnership, an Oregon limited partnership ("**Grantor**") and the City of Warrenton, Oregon, an Oregon municipal corporation (together with its successors and assigns "**Grantee**").

## BACKGROUND

A. Grantor is the owner of vacant real property located adjacent to and south of SE 14th Place, Warrenton, Clatsop County, Oregon, and legally described on **Exhibit "A"** (the "**Property**").

B. Grantor will be installing a waterline on its Property running from S.E. 14th Place, on the North approximately 300 feet in a Southerly direction to a water meter owned by the City, but installed by Grantor on its Property.

C. Grantor, on behalf of itself and all future owners from time to time of all or any part of the Property desires to grant to Grantee access to the waterline and meter and establish certain easements, covenants, and conditions pertaining to the access to the waterline and water meter.

## AGREEMENT

In consideration of Grantee agreeing to provide water services to Grantor and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor and Grantee agree for themselves, and their successors and assigns, that the following covenants, conditions, and easements will run with the land and be binding upon Grantor and Grantee and will benefit and burden Grantor and Grantee.

1. **Recitals.** The Recitals are incorporated herein as if fully set forth herein.

2. **Terms.** As used in this Agreement, the following terms will have the meanings given below:

2.1 "**Easement Area**" means that portion of the Property that is described on **Exhibit "B"** attached, within which Grantor will install a water line from S.E. 14th Place to the water meter, as more fully detailed below.

2.2 "**Governmental Regulations**" means any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval, or authorization of any governmental entity, agency, or political subdivision whether now in force or which may be in force in the future.

2.3 "**Owner**" or "**Owners**" means Grantor and any subsequent owner of fee simple title to all or any portion of the Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise; however, the term "**Owner**" or "**Owners**" will not include the holder of any lien or encumbrance on any real property, or any tenant occupying space on the real property, who is not also vested with fee simple title.

2.4 "**Permittee**" means the tenant(s), subtenant(s), or lawful occupant(s) of the Property, and the respective employees, agents, contractors, customers, invitees, and licensees of Grantor or any subsequent Owner of a Parcel.

2.5 "**Recording,**" "**Record**" or "**Recordation**" means placing an instrument of public record in the office of the County Recorder of Clatsop County, Oregon and "**Recorded**" means having been so placed in public record.

3. **Easements.**

3.1 ***Waterline and Water Meter Easement***. Grantor grants and establishes for the benefit of Grantee a perpetual easement on, under, and through those portions of the Property under which Grantor will install a waterline from S.E. 14th Place to the Water Meter on the Property. The installed waterline will permit Grantor to obtain water from Grantee and will allow Grantee access to the water line and the water meter. This easement will be no greater than twenty (20) feet in width (as described in **Exhibit "B"**). Grantee will be responsible for all maintenance and repairs to the waterline and water meter in the Easement Area.

3.2 ***Other Easements***. Various other public or private easements may already exist in the Easement Area or, in the future, may affect the Easement Area. Unless otherwise specified in a recorded instrument for the private utility easement, all private utilities located in the Easement Area will be maintained and repaired by Grantor. All other public utilities located in the Easement Area will be maintained and repaired by the provider utility company (unless otherwise specified by a separate recording). The person responsible for the maintenance and repair (whether an Owner or the provided utility company) will use reasonable efforts to restore the Easement Area to its condition prior to the maintenance or repairs.

3.3 ***Underground Installation***. The waterline to be installed by Grantor will be located underground except for the visible water meter.

3.4 ***Future Maintenance***. After completion of installation of the waterline and water meter by Grantor, Grantee (or its contractors or designees) may enter the Easement Area at reasonable times upon telephonic, electronic, or written notice to Grantor at least 48 hours prior to the entry (except in the case of an emergency) as may be necessary to maintain, repair, or replace the waterline or water meter at Grantee's sole expense, except to the extent arising out of the negligent acts or omissions of Grantor or its Permittees. At all times during the activities described in the prior sentence, Grantee will cause the Easement Area and the adjoining portions of the Property to be maintained in a neat and safe condition and, after the repairs, will restore the work and access areas to their prior or similar condition.

4. **General Construction Provisions**. Any work performed pursuant to this Agreement will be performed, and all improvements constructed with the easements created by this Agreement, will be maintained in a good, diligent, and workmanlike manner and in compliance with all applicable Governmental Regulations and the requirements of this Agreement. Any damage to existing improvements (including, without limitation, damage to access drives, paving, sidewalk, landscaping, irrigation systems, parking areas, and utilities) occasioned by work performed pursuant to this Agreement will be repaired and restored with due diligence at the sole cost and expense of the party required to perform the work. All work performed pursuant to this Agreement shall be performed by employees of Grantee or by contractors licensed with Oregon Construction Contractors Board. All construction work will be performed to minimize the disturbance of landscaping and trees to the maximum extent feasible to minimize damage to any existing trees. Grantee (or its contractors or designees) will do their best to perform all work between 8:00 a.m. and 5:00 p.m. Once commenced, Grantee's work will be diligently completed. Once completed, Grantee (or its contractors or designees), at Grantee's sole cost and expense, will "*re-fill*" and compact any work/trenched area and replace and/or repair any drives, paving, sidewalk, landscaping, irrigation systems, parking areas, and utilities disturbed by the work.

5. **General Easement Provisions**. Grantee (or its contractors or designees) may use the easements granted in this Agreement only in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of Grantor or its Permittees.

6. **Run With the Land**. The covenants, conditions, restrictions, easements, and the other provisions of this Agreement will be appurtenant to and will run with the land and will be binding upon and/or inure to the benefit of, as the case may be, the parties to this Agreement and their respective successors and assigns.

7. **Representations and Warranties**. Grantor represents that it is the legal title owner of the Property, except for any required lender consents. Grantor and Grantee represent that each is duly authorized to execute and deliver this Agreement.

8. **No Dedication; Third Parties.** Nothing contained in this Agreement will be deemed to grant or confirm to any other person, other than those specifically named in this Agreement (including all successors and assigns), the right to assert or exercise a separate or independent right to enforce this Agreement, or a separate or independent right to enjoy any of the benefits or privileges granted in this Agreement. Nothing contained in this Agreement will be deemed to or construed to create the relationship or principal and agent, limited or general partnership, joint venture, or any other associations between or among Grantor, Adjacent Owner and/or the subsequent Owners with respect to this Agreement or anything contained in this Agreement.

9. **Integration; Modification.** This Agreement constitutes the entire agreement between the parties to this Agreement pertaining to the subject matter in this Agreement and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged. The provisions of this Agreement may be modified, rescinded, or amended in whole or in part only by written instrument executed by all the parties to this Agreement and recorded with the County Recorder for Clatsop County, Oregon.

10. **Severability.** If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

11. **Lender Protection.** No default under this Agreement will defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants, restrictions and other provisions of this Agreement will be binding and effective against any Owner whose title is acquired by foreclosure, trustee's sale, conveyance in lieu thereof or otherwise.

12. **Default; Remedies.** Any alleged, actual, or threatened breach of either party's obligations under this Agreement will entitle the other party to exercise all rights and remedies then available to it at law or in equity including the right to seek specific performance of the terms of this Agreement. All rights and remedies being intended to be cumulative, non-exclusive and exercisable singularly, consecutively or concurrently with any others.

13. **Notices.** All notices required under this Agreement will be deemed to be properly served if in writing and sent by: (i) certified or registered mail; (ii) Federal Express or similar overnight courier; or (iii) personal delivery. All notices will be addressed as established below their respective signatures in the Address for Notice, unless otherwise specified in writing. Any Owner may change its Address for Notice and identify by providing written notice of the change in the manner provided above.

14. **Governing Law.** This Agreement will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Oregon (without reference to choice of law principles). Grantor and Grantee irrevocably submit to the process, jurisdiction, and venue of the courts of the State of Oregon, Clatsop County, and to the process, jurisdiction, and venue of the United States District Courts of Oregon, for the purpose of suit,

action, or other proceeding arising out of or relating to this Agreement or the subject matter of this Agreement.

15. **Attorneys' Fees.** If suit is brought to enforce or interpret any part of this Agreement, the prevailing party will be entitled to recover its court costs and reasonable attorney fees (as established by the court) from the non-prevailing party.

16. **Miscellaneous.** No inaction or delay in taking any action will constitute a waiver or limitation of any right or remedy available to any Owner. Further, any specific written waiver by either party to this Agreement will not be deemed to be a waiver of any other right granted under this Agreement. No waiver of any then-current default or condition will be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. The parties hereto will execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement. All exhibits attached to this Agreement are by this reference incorporated to this Agreement. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same original Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURES BEGIN ON THE FOLLOWING PAGE.]***

## SIGNATURE PAGE TO WATERLINE EASEMENT AGREEMENT

Grantor and Adjacent Owner have executed this Agreement as of the Effective Date above.

**"Grantor"**

**TRILLIUM HOUSE LIMITED PARTNERSHIP**

By: Trillium House GP LLC, its Managing General Partner

By: Northwest Housing Alternatives, Inc., its Manager

By:_____
Trell Anderson,
Executive Director

**Address for Notice:**

Northwest Housing Alternatives, Inc.
2316 SE Willard Street
Milwaukie, OR 97222-7740
Attention: Mary Bradshaw

STATE OF OREGON )
) ss.
County of _____)

This instrument was acknowledged before me on this _____ day of March, 2022 by Trell Anderson, Executive Director of Northwest Housing Alternatives, Inc., the manager of Trillium House GP LLC, the managing general partner of Trillium House Limited Partnership, on behalf of said partnership.

_____
Notary Public for _____
My commission expires:_____

**SIGNATURE PAGE TO**
**WATERLINE EASEMENT AGREEMENT**

Grantor and Adjacent Owner have executed this Agreement as of the Effective Date above.

**"Grantee"**

**CITY OF WARRENTON**, an Oregon municipal corporation

By: _____
Name:
Title:

**Address for Notice:**

225 South Main Street
Warrenton, Oregon 97146
Attention: _____

STATE OF OREGON )
) ss.
COUNTY OF CLATSOP )

The instrument was acknowledged before me this _____ day of March, 2022, by _____, the _____ of the City of Warrenton, on behalf of the City.

_____
Notary Public for _____
My commission expires:_____

**EXHIBIT "A"**
**TO**
**WATERLINE EASEMENT AGREEMENT**

**(Legal Description of the Property)**

Real property in the County of Clatsop, State of Oregon, described as follows:

**PARCEL NO. 1:**
Lots 8, 9, and 10, Block 1, Subdivision of Tract 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon; together with that portion of SE Galena Avenue vacated by Ordinance No. 1251 recorded June 1, 2021 as Instrument No. 202105576, Clatsop County Records.

EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission by Bargain and Sale Deed recorded October 8, 1970 in Book 339, page 769, Clatsop County Records.

**PARCEL NO. 2:**
Lots 2, 3, 4, 5, 6, and 7, Block 1, Subdivision of Tract 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon; together with that portion of SE Galena Avenue vacated by Ordinance No. 1251 recorded June 1, 2021 as Instrument No. 202105576, Clatsop County Records.

Also, together with the Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 12, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108373 and Recorded on August 25, 2021 as instrument number 202108570, Clatsop County Records.

**PARCEL NO. 3:**
The Southerly 14.59 feet of said vacated SE Galena Ave inured to said Lot 1, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108370, Clatsop County Records.

**PARCEL NO. 4:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 13, Block 2, Subdivision of Tract 3 Chelseaas conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108372 and Recorded on August 25, 2021 as instrument number 202108569, Clatsop County Records.

And the Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 12, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108373 and Recorded on August 25, 2021 as instrument number 202108570, Clatsop County Records.

**PARCEL NO. 5:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 14, Block 2, Subdivision of Tract 3 Chelseaas conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108371 and Re-Recorded on August 25, 2021 as instrument number 202108568, Clatsop County Records.

**PARCEL NO. 6:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 11, Bloc 2. Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument

number 202108374 and Recorded on August 25, 2021 as instrument number 202108571, Clatsop County Records.

**Parcel No. 7:**
A parcel of land lying in Lots 10 and 11, Block 1, SUBDIVISION OF TRACT 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon, and being that property designated as Parcel 4 and described in Deed to State of Oregon, by and through its State Highway Commission recorded October 8, 1970 in Book 339, page 769, Clatsop County Records, the said parcel being more particularly described as follows:

A parcel of land lying in Lots 10 and 11, Block 1, Subdivision of Tract 3, Chelsea, being that portion of said Lots 10 and 11 included in a strip of land 115 feet in width, lying on the Northwesterly side of the centerline of the Oregon Coast Highway as said highway has been relocated, which centerline is described as beginning at Engineer's centerline Station "L3" 175+00.92, said Station being 992.43 feet South and 1480.59 feet West of the Northeast corner of Block 63, Warrenton Park, County of Clatsop, State of Oregon; thence South 52° 52' West 822.34 feet; thence on a spiral curve left (the long chord of which bears South 51° 07' West) 600 feet; thence on a 3274.05 foot radius curve left (the long chord of which bears South 40° 28' 30" West) 816.19 feet;thence on a spiral curve left (the long chord of which bears South 29° 50' West) 600 feet; thence South 28° 05' West 660.55 feet to Engineer's centerline Station "L3" 210+00.Bearings are based upon the Oregon Coordinate System, North Zone

**EXHIBIT "B"**
**TO**
**WATERLINE EASEMENT AGREEMENT**

**(Exhibit Map of Easement Area set forth on page B-2)**

The following is the legal description of the Easement Area located in the City of Warrenton Right of Way:

An easement contained in Lots 3, 5, 6, 7, & 9 Block 1, Subdivision of Tract 3 Chelsea, and as shown on a certain On-site Water Easement Exhibit dated March 10, 2022; more particularly described as follows:

Commencing at a found 5/8 inch rebar with a blue plastic cap stamped "MAGYAR PLS 90788" marking the northeast corner of said Block 1;

Thence along the north boundary said Block 1 North 71°48'02" West, 117.16 feet to the northeast corner of the aforementioned easement and the True Point of Beginning:

Thence South 18° 11' 58" West, 302.74 feet;

Thence North 71°48'02" West, 30 feet;

Thence North 18° 11' 58" East, 20 feet;

Thence South 71° 48' 02" East, 20 feet;

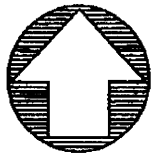
Thence North 18° 11' 58" East 282.74 feet to the said north line of Block 1;

Thence along said north line South 71° 48' 02" East, 20.00 feet to the True Point of Beginning

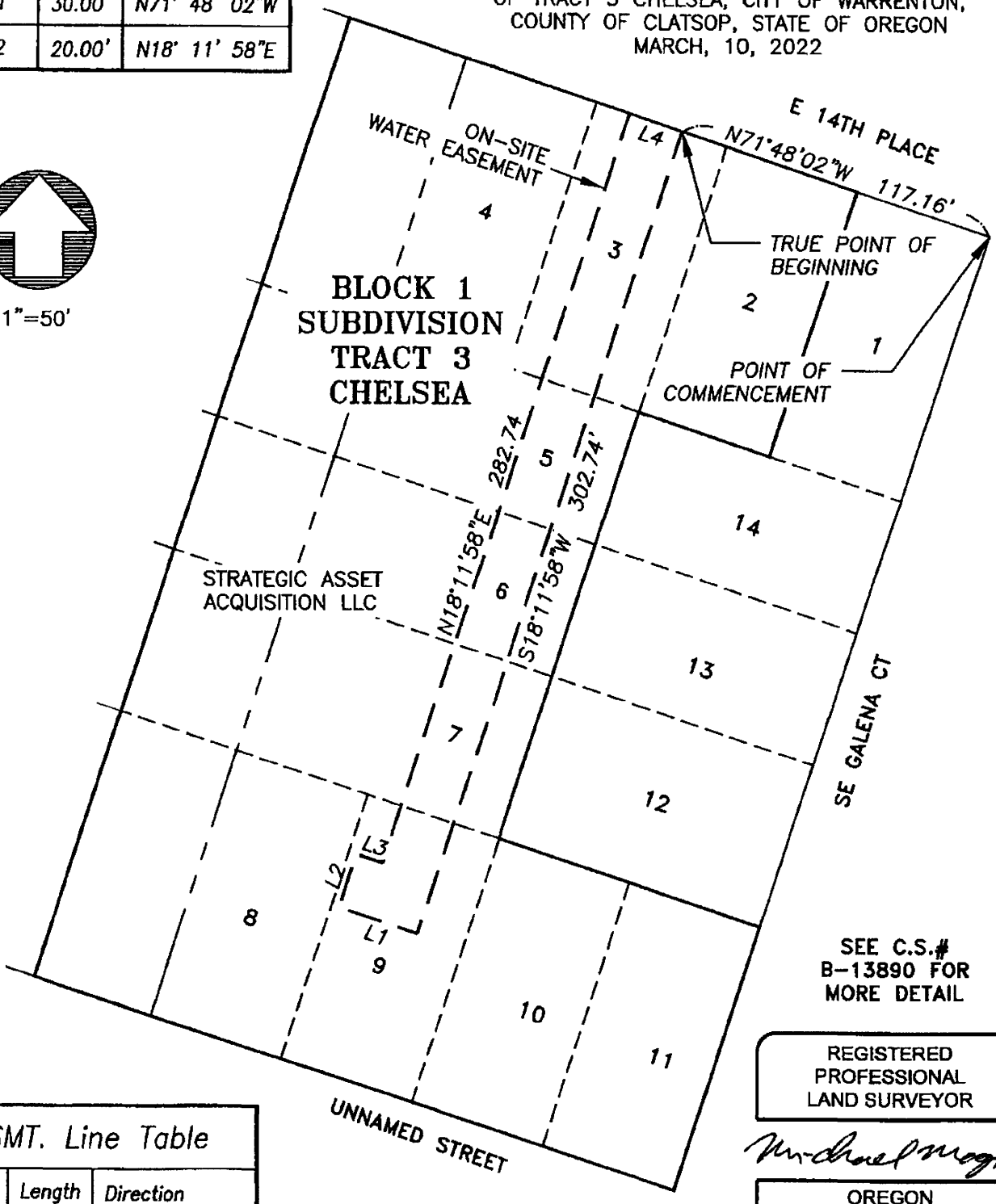
# ON-SITE WATER EASEMENT EXHIBIT

SHOWING PLANNING LEVEL PARCEL OWNERSHIP
& AN ON-SITE WATER EASEMENT CROSSING
LOTS 3, 5, 6, 7 & 9 BLOCK 1, SUBDIVISION
OF TRACT 3 CHELSEA, CITY OF WARRENTON,
COUNTY OF CLATSOP, STATE OF OREGON
MARCH, 10, 2022

| ESMT. Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L1 | 30.00' | N71° 48' 02"W |
| L2 | 20.00' | N18° 11' 58"E |



1"=50'




SEE C.S.# B-13890 FOR MORE DETAIL

| ESMT. Line Table | | |
|---|---|---|
| Line # | Length | Direction |
| L3 | 10.00' | S71° 48' 02"E |
| L4 | 20.00' | S71° 48' 02"E |

REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
PLS 90788

EXPIRES: DEC. 31, 2022

B-2

# AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Collin Stelzig, Public Works Director

DATE: April 12, 2022

SUBJ: Trillium House Easement in Right-of-Way

## SUMMARY

The Trillium House development is requesting an easement to run a private stormwater pipe through a portion of an unnamed right-of-way, southwest of their development. The unnamed right-of-way was dedicated for the use of the public by Tract 3 of Chelsea Gardens, recorded December 3rd, 1889. This easement encompasses approximately 230-feet by 12-feet of the northwest portion of the 30-foot unnamed right-of-way.

## RECOMMENDATION/SUGGESTED MOTION

*"I move to provide a 12-foot easement in the unnamed right-of-way of Tract 3 of Chelsea Gardens, for a private stormwater pipe to benefit the Trillium House development."*

## ALTERNATIVE

None recommended

## FISCAL IMPACT

There is no cost to the city to provide this easement.

Approved by City Manager: Linda Engelson

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

**When recorded, return to:**

Elliot, Ostrander & Preston, P.C.
700 SW Washington Street
Suite 1500
Portland, Oregon 97205
Attention: Paul Dagle

**STORM DRAIN EASEMENT AGREEMENT**
**(Trillium House Project)**

This Storm Drain Easement Agreement (as may be properly amended from time to time, called the "**Agreement**") is entered into as of March 15, 2022 ("**Effective Date**") by and between the City of Warrenton, Oregon, an Oregon municipal corporation ("**Grantor**"), and Strategic Asset Acquisition LLC, an Oregon limited liability company (called, together with all successors and assigns, either "**Grantee**" or "**Adjacent Owner**").

**BACKGROUND**

A. Adjacent Owner is the owner of the 1.45 acres (approximate), consisting of seven (7) parcels of real property located at 700 S.E. 14th Place, Warrenton, Clatsop County, Oregon 97146, and legally described on **Exhibit "A"** (collectively called herein the "**Benefitted Parcel**").

B. Grantor is the owner of the real property located near SE Galena Place, Warrenton, Clatsop County, Oregon 97146, and legally described on **Exhibit "B"** (the "**Burdened Property**").

C. Grantor and Adjacent Owner, on behalf of themselves and all future owners from time to time of all or any part of the Adjacent Property or Burdened Property (each, as more fully described below, an "**Owner**") desire to establish certain easements, covenants, and conditions pertaining to the use and development of the Adjacent Property.

**AGREEMENT**

In consideration of the mutual covenants and agreements contained in this Agreement, the receipt and sufficiency of which are acknowledged, Grantor and Adjacent Owner agree for themselves, and their heirs, successors and assigns, that the following covenants, conditions, and easements will run with the land and be binding upon and/or will benefit all Owners of all or any part of the Adjacent Property and Burdened Property.

1. **Terms.** As used in this Agreement, the following terms will have the meanings given below:

1.1 "**Burdened Owner**" means Grantor and any future Owner of the Burdened Property that is burdened by the easements described in this Agreement.

1.2 "**Easement Area**" means that portion of the Burdened Property that is described on **Exhibit "C"** attached, as established to provide storm drain services to the Adjacent Property, as more fully detailed below.

1.3 "**Governmental Regulations**" means any or all laws, statutes, ordinances, codes, decrees, rulings, regulations, writs, injunctions, orders, rules, conditions of approval, or authorization of any governmental entity, agency, or political subdivision whether now in force or which may be in force in the future.

1.4 "**Owner**" or "**Owners**" means Grantor, Adjacent Owner, and any subsequent owner of fee simple title to all or any portion of the Adjacent Property and Burdened Property, whether by sale, assignment, inheritance, operation of law, trustee's sale, foreclosure, or otherwise; however, the term "**Owner**" or "**Owners**" will not include the holder of any lien or encumbrance on any real property, or any tenant occupying space on the real property, who is not also vested with fee simple title.

1.5 "**Parcel**" means either the Adjacent Property or the Burdened Property or any legally split or subdivided portion of the Adjacent Property or Burdened Property.

1.6 "**Permittee**" means the tenant(s), subtenant(s), or lawful occupant(s) of the Burdened Property and/or the Adjacent Property, and the respective employees, agents, contractors, customers, invitees, and licensees of Grantor, Adjacent Owner, or any subsequent Owner of a Parcel.

1.7 "**Recording,**" "**Record**" or "**Recordation**" means placing an instrument of public record in the office of the County Recorder of Clatsop County, Oregon and "**Recorded**" means having been so placed in public record.

1.8 "**Storm Drain Improvements**" means all sanitary lines, clean-outs, valves, manholes, storm drains, and related storm drain facilities and equipment that may be constructed in the Easement Area.

2. **Easements.**

2.1 ***Storm Drain Easement***. Grantor grants and establishes for the benefit of the Adjacent Owner and the Adjacent Property a perpetual, appurtenant, and non-exclusive private storm drain easement on, under, and through those portions of the Burdened Property described in "Exhibit C" under which Adjacent Owner will install, construct, operate, maintain, replace, and repair a private storm drainage facility (i.e., the Storm Drain Improvements) servicing the Adjacent Property. This easement will allow Adjacent Owner to connect these new Storm Drain Improvements to the storm drain lines and connections that presently exist or will exist on the property adjoining the Burdened

Property. This easement will be no greater than twelve (12) feet in width (as described in **Exhibit "C"**). The Adjacent Owner will be responsible for all maintenance and repairs to any Storm Drain Improvements in the Easement Area. The Owner of the Burdened Property will be responsible for all damage to the Storm Drain Improvements caused by it or its Permittees.

2.2 ***Temporary Construction Easement***. During construction of the Storm Drain Improvements, Adjacent Owner may access areas of the Burdened Property that adjoins the Easement Area as is necessary to complete its construction work (e.g., maneuvering construction equipment, etc.), and, in doing so, Adjacent Owner will use its reasonable efforts to minimize the disturbance of any landscaping or trees on the Burdened Property. Adjacent Owner will promptly restore the Burdened Parcel to its original condition prior to commencing the installation of the Storm Drain Improvements.

2.3 ***Other Easements***. Various other public or private easements may already exist in the Easement Area or, in the future, may affect the Easement Area. Unless otherwise specified in a recorded instrument for the private utility easement, all private utilities located in the Easement Area will be maintained and repaired by the Owner whose Parcel is benefitted by the utilities. All public utilities located in the Easement Area will be maintained and repaired by the provider utility company (unless otherwise specified by a separate Recording). The person responsible for the maintenance and repair (whether an Owner or the provided utility company) will use reasonable efforts to restore the Easement Area to its condition prior to the maintenance or repairs.

2.4 ***Underground Installation***. Storm Drain Improvements installed by Adjacent Owner in the Easement Area will be located underground, except for the visible storm drainpipe outfall and the visible erosion control features typically installed adjacent to storm drainpipe outfalls.

2.5 ***Future Maintenance***. After completion of the Storm Drain Improvements, Adjacent Owner (or its contractors or designees) may enter the Easement Area at reasonable times upon telephonic, electronic, or written notice to Grantor at least 48 hours prior to the entry (except in the case of an emergency) as may be necessary to maintain, repair, or replace the Storm Drain Improvements at Adjacent Owner's sole expense, except to the extent arising out of the negligent acts or omissions of the Owner of the Burdened Property or its Permittees. At all times during the activities described in the prior sentence, Adjacent Owner will cause the Easement Area and the adjoining portions of the Burdened Property to be maintained in a neat and safe condition and, after the repairs, will restore the work and access areas to their prior or similar condition.

3. **General Construction Provisions**. Any work performed pursuant to this Agreement will be performed, and all improvements constructed with the easements created by this Agreement, will be maintained in a good, diligent, and workmanlike manner and in compliance with all applicable Governmental Regulations and the requirements of this Agreement. Any damage to existing improvements (including, without limitation, damage to access drives, paving, sidewalk, landscaping, irrigation systems, parking areas, and utilities) occasioned by work performed pursuant to this Agreement will be repaired and restored with due

diligence at the sole cost and expense of the Adjacent Owner. All work performed pursuant to this Agreement shall be performed by contractors licensed with Oregon Construction Contractors Board. All construction work will be performed to minimize the disturbance of landscaping and trees to the maximum extent feasible to minimize damage to any existing trees. The Adjacent Owner will do its best to perform all work between 8:00 a.m. and 5:00 p.m. Once commenced, Adjacent Owner's work will be diligently completed. Once completed, the Adjacent Owner, at its sole cost and expense, will "*re-fill*" and compact any work/trenched area and replace and/or repair any walls or fencing removed as part of the construction with new walls or fencing of similar size and similar materials.

4. **General Easement Provisions**. Each Owner and its Permittees may use the easements granted in this Agreement only in such a manner so as not to unreasonably interfere with, obstruct, or delay the conduct and operations of the business of any other Owner or its Permittees at any time conducted on its Parcel.

5. **Indemnification and Insurance**. Adjacent Owner ("**Indemnifying Owner**") agrees, on written demand, to indemnify, defend, and hold harmless the Owner of the Burdened Property for, from, and against any and all costs, expenses (including, without limitation, attorneys' fees and costs), damages, claims, liabilities, liens, encumbrances, and charges arising out of or alleged to arise from the use of the easements by the Indemnifying Owner and its Permittees, including any increase in property taxes on the Burdened Property that are directly attributable to the existence of the easement described in this Agreement. For added clarity, the Indemnifying Owner will not be responsible for the negligent acts or omissions of the Owner of the Burdened Property or its Permittee. Adjacent Owner will maintain, at all times and at its costs, a commercial general liability insurance policy in an amount no less than $1,000.000.00 U.S. naming Grantor and any future Owner of the Burdened Property (to the extent the Owner has provided written notice of its ownership under Section 14 below) as additional insureds on Adjacent Owner's commercial general liability insurance policy.

6. **Run With The Land**. The covenants, conditions, restrictions, easements, and the other provisions of this Agreement will be appurtenant to and will run with the land and will be binding upon and/or inure to the benefit of, as the case may be, the parties to this Agreement and their respective successors and assigns.

7. **No Rights for Public**. This Agreement will not be construed as creating any rights in the general public nor as dedicating for general public use any portion of the Adjacent Property and Burdened Property. All Owners will be entitled to prohibit use of the easements granted in this Agreement for any reasonable periods as may be required by law to prevent a public dedication of the easements or any portion of the Adjacent Property and Burdened Property, but any closure will occur, if at all, at those times as will cause a minimum of disruption to the use of the areas of the Adjacent Property and Burdened Property.

8. **Representations and Warranties**. Grantor and Adjacent Owner represent that each is the legal title owner of their respective properties and that, except for any required lender consents, the joinder of no other person is required in order to cause this Agreement to be fully binding upon their respective properties.

9. **No Dedication; Third Parties**. Nothing contained in this Agreement will be deemed to grant or confirm to any other person, other than those specifically named in this Agreement (including all subsequent Owners), the right to assert or exercise a separate or independent right to enforce this Agreement, or a separate or independent right to enjoy any of the benefits or privileges granted in this Agreement. Nothing contained in this Agreement will be deemed to or construed to create the relationship or principal and agent, limited or general partnership, joint venture, or any other associations between or among Grantor, Adjacent Owner and/or the subsequent Owners with respect to this Agreement or anything contained in this Agreement.

10. **Integration; Modification**. This Agreement constitutes the entire agreement between the parties to this Agreement pertaining to the subject matter in this Agreement and all prior or contemporaneous agreements and understandings, oral or written, are superseded and merged. The provisions of this Agreement may be modified, rescinded, or amended in whole or in part only by written instrument executed by all the parties to this Agreement and recorded with the County Recorder for Clatsop County, Oregon.

11. **Severability**. If any clause, sentence, or other portion of the terms, covenants, and restrictions of this Agreement becomes illegal, null, or void for any reason, or is held by any court of competent jurisdiction to be so, the remaining portions will remain in full force and effect.

12. **Lender Protection**. No default under this Agreement will defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value, but all the covenants, restrictions and other provisions of this Agreement will be binding and effective against any Owner whose title is acquired by foreclosure, trustee's sale, conveyance in lieu thereof or otherwise.

13. **Default; Remedies**. Any alleged, actual or threatened breach of either party's obligations under this Agreement will entitle the other party to exercise any and all rights and remedies then available to it at law or in equity (including, in the case of severe misuse by Adjacent Owner, termination). All rights and remedies being intended to be cumulative, non-exclusive and exercisable singularly, consecutively or concurrently with any others.

14. **Notices**. All notices required under this Agreement will be deemed to be properly served if in writing and sent by: (i) certified or registered mail; (ii) Federal Express or similar overnight courier; or (iii) personal delivery. All notices will be addressed as established below their respective signatures in the Address for Notice, unless otherwise specified in writing. Any Owner may change its Address for Notice and identify by providing written notice of the change in the manner provided above.

15. **Governing Law**. This Agreement will be governed by, and construed and enforced in accordance with, the internal substantive laws of the State of Oregon (without reference to choice of law principles). Each Owner irrevocably submits to the process, jurisdiction, and venue of the courts of the State of Oregon, Clatsop County, and to the process, jurisdiction, and venue of the United States District Courts of Oregon, for the purpose of suit,

action, or other proceeding arising out of or relating to this Agreement or the subject matter of this Agreement.

16. **Attorneys' Fees.** If suit is brought to enforce or interpret any part of this Agreement, the prevailing party will be entitled to recover its court costs and reasonable attorney fees (as established by the court) from the non-prevailing party.

17. **Miscellaneous.** No inaction or delay in taking any action will constitute a waiver or limitation of any right or remedy available to any Owner. Further, any specific written waiver by any Owner will not be deemed to be a waiver of any other right granted under this Agreement. No waiver of any then-current default or condition will be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived. All Owners will execute promptly all other documents and perform all other acts as may be reasonably necessary to carry out the purpose and intent of this Agreement. All exhibits attached to this Agreement are by this reference incorporated to this Agreement. This Agreement may be executed in one or more counterparts, each of which together will constitute one and the same original Agreement.

***[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.***

***SIGNATURES BEGIN ON THE FOLLOWING PAGE.]***

## SIGNATURE PAGE TO STORM DRAIN EASEMENT AGREEMENT

Grantor and Adjacent Owner have executed this Agreement as of the Effective Date above.

"**Adjacent Owner**"

**STRATEGIC ASSETS ACQUISITION, LLC,**
an Oregon limited liability company

BY:_____
John Wied
Manager

**Address for Notice:**

2905 SW 1st Avenue
Portland, Oregon 97201

with a copy to:

Northwest Housing Alternatives, Inc.
2316 SE Willard Street
Milwaukie, OR 97222-7740
Attention: Mary Bradshaw

STATE OF OREGON )
) ss.
County of _____ )

This instrument was acknowledged before me on this _____ day of March, 2022 by John Wied, Manager of Strategic Asset Acquisitions, LLC, on behalf of said company.

_____
Notary Public for: _____
My commission expires:_____

**SIGNATURE PAGE TO**
**STORM DRAIN EASEMENT AGREEMENT**

Grantor and Adjacent Owner have executed this Agreement as of the Effective Date above.

"**Grantor**"

**CITY OF WARRENTON**, an Oregon municipal corporation

By: _____
Name:
Title:

**Address for Notice:**

225 South Main Street
Warrenton, Oregon 97146
Attention: _____

STATE OF OREGON )
) ss.
COUNTY OF CLATSOP )

The instrument was acknowledged before me this _____ day of March, 2022, by _____, the _____ of the City of Warrenton, on behalf of the City.

_____
Notary Public for: _____
My commission expires: _____

**EXHIBIT "A"**
**TO**
**STORM DRAIN EASEMENT AGREEMENT**

**(Legal Description of Benefitted Parcel)**

Real property in the County of Clatsop, State of Oregon, described as follows:

**PARCEL NO. 1:**
Lots 8, 9, and 10, Block 1, Subdivision of Tract 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon; together with that portion of SE Galena Avenue vacated by Ordinance No. 1251 recorded June 1, 2021 as Instrument No. 202105576, Clatsop County Records.

EXCEPTING THEREFROM that portion conveyed to State of Oregon, by and through its State Highway Commission by Bargain and Sale Deed recorded October 8, 1970 in Book 339, page 769, Clatsop County Records.

**PARCEL NO. 2:**
Lots 2, 3, 4, 5, 6, and 7, Block 1, Subdivision of Tract 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon; together with that portion of SE Galena Avenue vacated by Ordinance No. 1251 recorded June 1, 2021 as Instrument No. 202105576, Clatsop County Records.

Also, together with the Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 12, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108373 and Recorded on August 25, 2021 as instrument number 202108570, Clatsop County Records.

**PARCEL NO. 3:**
The Southerly 14.59 feet of said vacated SE Galena Ave inured to said Lot 1, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108370, Clatsop County Records.

**PARCEL NO. 4:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 13, Block 2, Subdivision of Tract 3 Chelseaas conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108372 and Recorded on August 25, 2021 as instrument number 202108569, Clatsop County Records.

And the Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 12, Block 2, Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108373 and Recorded on August 25, 2021 as instrument number 202108570, Clatsop County Records.

**PARCEL NO. 5:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 14, Block 2, Subdivision of Tract 3 Chelseaas conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108371 and Re-Recorded on August 25, 2021 as instrument number 202108568, Clatsop County Records.

**PARCEL NO. 6:**
The Southerly 14.59 feet of vacated SE Galena Ave inured to said Lot 11, Bloc 2. Subdivision of Tract 3 Chelsea as conveyed in Bargain and Sale Deed for Property Line Adjustment Recorded August 19, 2021 as Instrument number 202108374 and Recorded on August 25, 2021 as instrument number 202108571, Clatsop County Records.

**Parcel No. 7:**
A parcel of land lying in Lots 10 and 11, Block 1, SUBDIVISION OF TRACT 3, CHELSEA, in the City of Warrenton, County of Clatsop, State of Oregon, and being that property designated as Parcel 4 and described in Deed to State of Oregon, by and through its State Highway Commission recorded October 8, 1970 in Book 339, page 769, Clatsop County Records, the said parcel being more particularly described as follows:

A parcel of land lying in Lots 1O and 11, Block 1, Subdivision of Tract 3, Chelsea, being that portion of said Lots 10 and 11 included in a strip of land 115 feet in width, lying on the Northwesterly side of the centerline of the Oregon Coast Highway as said highway has been relocated, which centerline is described as beginning at Engineer's centerline Station "L3" 175+00.92, said Station being 992.43 feet South and 1480.59 feet West of the Northeast corner of Block 63, Warrenton Park, County of Clatsop, State of Oregon; thence South 52° 52' West 822.34 feet; thence on a spiral curve left (the long chord of which bears South 51° 07' West) 600 feet; thence on a 3274.05 foot radius curve left (the long chord of which bears South 40° 28' 30" West) 816.19 feet;thence on a spiral curve left (the long chord of which bears South 29° 50' West) 600 feet; thence South 28° 05' West 660.55 feet to Engineer's centerline Station "L3" 210+00.Bearings are based upon the Oregon Coordinate System, North Zone.

**EXHIBIT "B"**
**TO**
**STORM DRAIN EASEMENT AGREEMENT**

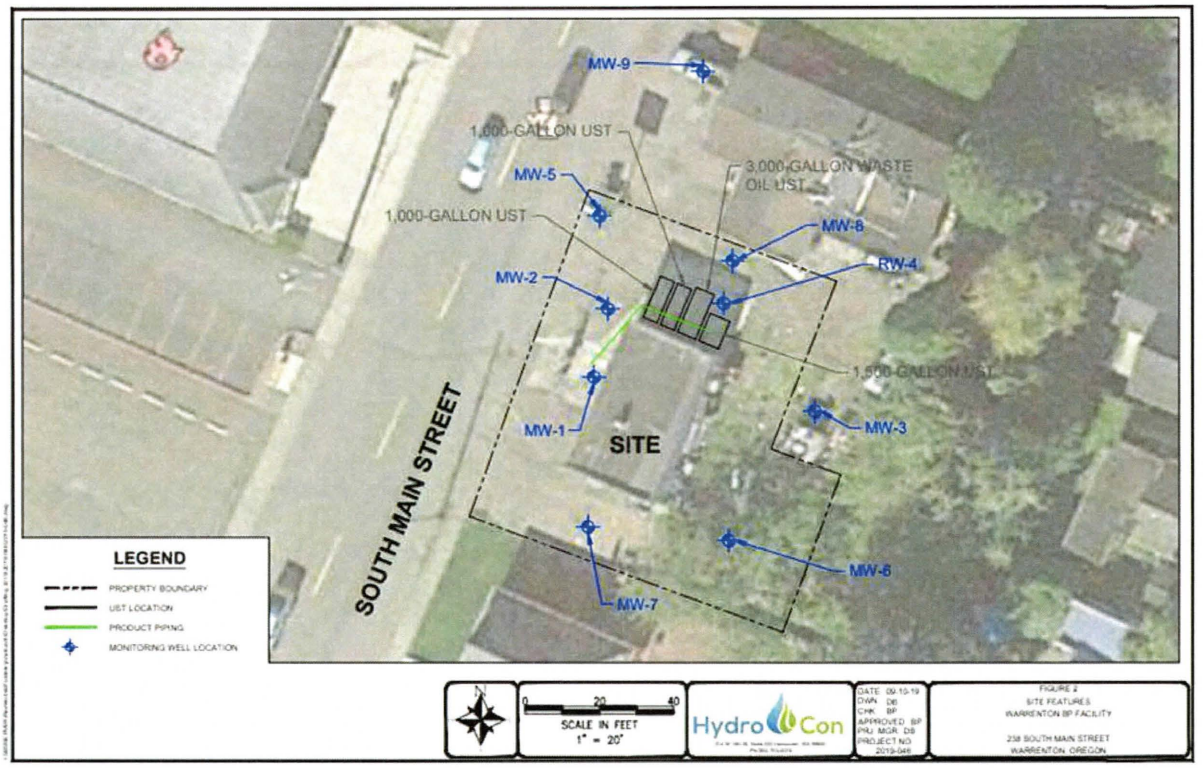
**(Legal Description of Burdened Property)**

Real property in the County of Clatsop, State of Oregon, described as follows:

**City Right of Way Property**

A 30-foot-wide unnamed street forming a portion of the southerly boundary of Subdivision of Tract 3 Chelsea; bounded on the east by the southerly extension of the west line of SE Galena Ct; bounded on the south by the south line of said Subdivision; bounded on the west by the west line of said Subdivision; bounded on the north by the north line of said 30' wide unnamed street as shown on the Exhibit Map dated December 21, 2021 appearing below on page C-2 relating to the 12-foot-wide Storm Drain Easement and as shown more specifically in Clatsop County Survey No. 13890.

Area of said right of way being 13,313 square feet, more or less.




- A total of 12 soil samples were collected around and beneath the USTs. TPH Gasoline Range (GRPH), TPH Diesel Range (DRPH), TPH Motor Oil Range (ORPH), related VOCs and PAHs were detected in the confirmation samples. The GRPH and VOCs (benzene, ethylbenzene, and naphthalene) detected exceeded their respective Risk-Based Concentration screening value (RBC) for *vapor intrusion to indoor* for residential receptors for a number of compounds

- Regarding next steps, if the City of Warrenton is interested in acquiring the site, the following is recommended:

    - Phase I Environmental Site Assessment
    - Re-sample any remaining wells
    - Address other on or off-site evidence of contamination with a Phase II ESA
    - Conduct Vapor Intrusion Investigation

- Potential funding sources include:
    - Clatsop County EPA Assessment Grant (Pending award)
    - Business Oregon Assessment Grant
    - Business Oregon Cleanup or RLF Grants

Thank you,

Keith Ziobron PE
BRANCH MANAGER
SENIOR PRINCIPAL - ENVIRONMENTAL/BROWNFIELDS
CARDNO

Cell +1 678 787 9576
Email keith.ziobron@cardno.com Web www.cardno.com

*The health, wellbeing and livelihoods of our people, families, clients and communities is Cardno's key priority. Our teams are responding to COVID-19 with robust business continuity plans and we will continue to work closely with our people and clients to support them every day.* > LEARN MORE

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