



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

April 23, 2024 – 6:00 P.M.

Warrenton City Commission Chambers
225 South Main Avenue, Warrenton, OR 97146

Public Meetings will also be audio and video live streamed. Go to <https://www.warrentonoregon.us/administration/page/public-meeting-zoom-access> for connection instructions.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

- A. City Commission Meeting Minutes – 4.09.2024
- B. City Commission Work Session Minutes – 4.09.24
- C. Public Works Quarterly Update
- D. Police Department Monthly Report – March 2024
- E. Mission DG ENA Update

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@warrentonoregon.us, no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. PUBLIC HEARINGS – None

7. BUSINESS ITEMS

- A. Presentation – WWTP Financial
- B. Consideration of Request for Road Closure - Russell Dr.
- C. Consideration of SRTS Phase 2: Termination of Grant Agreement
- D. Consideration of Ordinance No. 1272; Adding Chapter 6.12 to the WMC To Establish Regulations for Keeping Residential Poultry – Second Reading
- E. Consideration of Ordinance No. 1266; Adding Chapter 8.32 to the WMC to Establish Regulations for Shipping Containers; First Reading
- F. Consideration of Resolution No. 2666; Revising Planning Application Fees
- G. Consideration of Ordinance No. 1273; Adding Chapter 12.14 to the WMC – Limitation of Liability; First Reading
- H. Consideration of Appointment of Residential Code Audit Advisory Committee
- I. Consideration of Surplus Vehicle – U2767, 2005 Chevy Tahoe
- J. Consideration of Resolution no. 2668; Authorizing Budget Committee Appointments and Setting Terms of Office
- K. Consideration of Resolution no. 2669; Establishing Ministorage Fees

8. DISCUSSION ITEMS

- A. Presentation – City Hall Feasibility

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
 April 9, 2024
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:03 p.m. and led the public in the Pledge of Allegiance.

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

Staff Present: City Manager Esther Moberg, Finance Director Jessica Barrett, Planning Director Matthew Ellis, Police Chief Mathew Workman, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

Mayor Balensifer requested to add an OLCC Liquor license approval for East Coast Eats as item 3C on the consent calendar, and a Budget Committee nomination to the business items as item 7C; and 8A, CIP discussion; there were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 3.26.2024
- B. Monthly Finance Report – January 2024
- C. OLCC Liquor License – East Coast Eats

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

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

COMMISSIONER REPORTS – None

PUBLIC COMMENT

Norm Dufton spoke in regard to the chicken ordinance. He noted the ordinance is reasonable.

Evelyn Bigelow spoke regarding the chicken ordinance. She highlighted showing chickens in 4H. She asked the commission to consider allowing her to keep her chickens.

Mike Balensifer yielded his time.

Joy Whealtes - Decius spoke regarding the chicken ordinance. She highlighted her experience with chickens and spoke in favor of chickens. She discussed what she has witnessed at other cities regarding chicken keeping.

PUBLIC HEARINGS - None

BUSINESS ITEMS

Planning Director Matthew Ellis discussed the code amendment. He noted the amendment is to establish rules and regulations for the keeping of poultry on residentially zoned property. He reviewed the ordinance and explained the particulars of the amendment. Mayor Balensifer asked how the number of twelve chickens was determined; Mr. Ellis clarified. Discussion followed on ducks/waterfowl and chickens in general. Commissioner Baldwin noted his concerns with the supervision requirements. Mayor Balensifer noted that if they are going to charge a fee, the fee should cover the cost of the staff member who is going to inspect the property and overall conditions. He noted that an apartment complex in the Chelsea Gardens area was interested in having chickens and asked the City Manager Moberg what her thoughts were. She noted that at this point she is unsure if it should be included in the ordinance, and she highlighted the difficulties of having chickens at an apartment complex. Mayor Balensifer noted there should be something added including odor and rodents as a reason to revoke the license. Mayor Balensifer suggested revisiting the noise ordinance to include “crowing,” etc.; brief discussion followed. There was unanimous consent for inspections to be added prior to issuing a license. There was general consensus to strike ducks from the ordinance. Mr. Ellis summarized the revisions to better define direct supervision, raising the violation with a minimum cost of \$250, removing ducks, and requiring an inspection prior to issuing a license. Brief discussion followed on community members who are not currently up to compliance.

Commissioner Mitchell made the motion to amend Ordinance No. 1272, section 6.12.040 to better define direct supervision, and to remove from the definition of residential poultry ducks as well as amending section 6.12.060A to read punishable by a fine no less the \$250.00. Motion was seconded and passed unanimously.

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

Commissioner Dyer made the motion to conduct the first reading, by title only, of Ordinance No. 1272, as amended, an Ordinance adding a new chapter 6.12, to the Warrenton Municipal Code to establish regulations for keeping residential poultry. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading by title only.

Mayor Balensifer asked to postpone item 7B to consider item 7C; there were no objections.

Mayor Balensifer noted his nomination of Dan Sollaccio to the Budget Committee. He noted his reasons for recommending Mr. Sollaccio to the budget committee.

Commissioner Poe made the motion to appoint Dan Sollaccio to Position No. 2 on the Budget Committee. Motion was seconded and passed unanimously.

MINUTES

Warrenton City Commission

Regular Meeting 4.09.2024

Page: 2 of 3

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

At 6:46 pm, Mayor Balensifer recessed the regular meeting to conduct the Urban Renewal Agency meeting.

At 7:55 pm, Mayor Balensifer reconvened the regular meeting and announced the Commission will now meet in executive session under authority of ORS 192.660(2)(d); *to conduct deliberations with persons designated by the governing body to carry on labor negotiations*; and ORS 192.660(2)(h); *to consult with counsel concerning the legal rights and duties of public body with regard to current litigation or litigation likely to be filed*; and ORS 192.660(2)(i); *to review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing*.

At 8:57 p.m. Mayor Balensifer reconvened the regular meeting.

City Manager Moberg discussed her contract renewal and noted the updates and changes.

Commissioner Baldwin made the motion to approve extending the City Manager’s contract renewal as presented. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS

Interim Harbormaster Don Beck continued his review from the previous work session of the remaining marina projects and equipment in the CIP. Ms. Moberg briefly reviewed remaining CIP items. Mayor Balensifer requested that more time be given for the CIP review in the future.

GOOD OF THE ORDER – None

There being no further business, Mayor Balensifer adjourned the meeting at 9:15 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

MINUTES
 Warrenton City Commission
 Work Session – April 11, 2023
 5:15 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:16 p.m.

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

Staff Present: City Manager Esther Moberg, Finance Director Jessica Barrett, Police Chief Mathew Workman, Interim Harbormaster Don Beck, Fire Chief Brian Alsbury, Public Works Director Greg Shafer, Public Works Operations Manager Jim McCarthy, Planning Director Matthew Ellis, and City Recorder Dawne Shaw

City Manager Esther Moberg began the review of the Capital Improvement Program (CIP) with the Police Department vehicle replacements. She also noted the City Hall/Administration general fund CIP items. Fire Chief reviewed the fire department CIP items; Public Works Director Greg Shafer reviewed the CIP items for public works. Mayor Balensifer asked for clarification on the funding for the Hammond waterline. Mr. Shafer stated it will be done in two phases, and noted they are finalizing on the million dollar grant, which is EPA funds which requires a cultural assessment. It was noted the funding is secured for the first phase, and there is still some funding that is needed for the second phase. Ms. Moberg stated that if material costs continue to increase, it may be necessary to do the project in three phases. She stated we do not have the second phase estimate at this point. Mr. Shafer continued his review with Streets. Mayor Balensifer discussed 4th Street and noted it was an urban renewal project that was cancelled due to lack of community support for it. He questioned how it was resurrected. Mr. Shafer stated that various projects get left in the CIP, but the funding is years out; they are left in basically as a place holder. Mr. Shafer also noted there is also a CIP project to replace undersized waterline on this particular street. Discussion continued; Mayor Balensifer suggested to keep the engineering costs in the next fiscal year, move the rebuild project construction costs out to 2028/2029 or 2030, but keep the waterline in the next year's CIP. Ms. Moberg confirmed they will move this project out. Review continued with N. Main and NW 7th. Mayor Balensifer summarized past promises and plans for this street; after continued discussion consensus was to move it up to first on the list. Mr. Shafer reviewed the storm sewer projects and equipment/vehicles. Review and discussion followed on tide gates. Mayor Balensifer asked about the interior drainage study; Mr. Shafer noted it should be completed in a month. Discussion followed on the street repair/paving of 4th Avenue in Hammond. It was noted that the drainage and ponding issues at Jetty and 4th are significant. Mr. Shafer noted that N. Main and 7th is the priority, however suggested that 4th Avenue follow it in 2026/2027.

It was noted that due to time constraints, review of the CIP will continue in the regular meeting.

Interim Harbormaster Don Beck began with a brief review of the Marina CIP, noting the Warrenton E Dock pile replacement. He also noted a project to install security gates on the commercial docks, E & F. He noted the plan for inner basin dock replacements; discussion followed on what projects will be outsourced.

At 5:59 p.m., Mayor Balensifer adjourned the work session, noting it will continue in the following regular meeting.

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: April 23, 2024
SUBJ: Public Works Quarterly Update

SUMMARY

Public Works continued to make progress in our organization/staffing, projects, and maintenance programs, as follows:

Staffing/Training Updates:

- Chase Bjerke – promoted as PW Analyst
- Cayben Marshall – promoted as Acting Water Quality Technician

Project Updates:

- Safe Routes to School 1 (SRTS-1)/SW 9th & Main to SW 10th: substantially constructed.
- SW 9th & Main Intersection: constructed/completed.
- E Harbor & Heron Force Main: constructed and successfully tested.
- Iredale Storm-line (mid-section): substantially constructed.
- Hammond Transmission Waterline: 90% design submitted and reviewed.
- Raw Waterline-2 Replacement Project: 90% design submitted and reviewed.
- E Harbor Dr to Downtown Waterline Upsize: 90% design submitted and reviewed.
- Tide-gate #9: preliminary design work begun.
- Provided project, engineering, and inspection services for a variety of Developments.

Maintenance Updates:

General maintenance, repair, servicing, engineering support on:

- Pump stations, generators, water meters, storm and sanitary sewer lines, culverts, ditches, tide-gates, Parks, potholes, WWTP blowers, sanitation routes, mowing, brushing, and street sweeping.
- Process required USACE permitting on the SE Dolphin Ave culvert repair/replacement.
- WWTP outfall inspection completed.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: April 23, 2024
RE: March 2024 Stats Report

Upcoming Dates:

- 05/02 – Citizens Corps Meeting
- 05/06 – CCC CJ Advisory Board
- 05/06 – CERT Meeting
- 05/16 – LEA Meeting
- 05/22 – 911 Subscriber Board

Highlights Since the Last Report:

- 03/29 – Rempfer DPSST Graduation
- 04/01 – CERT Meeting
- 04/04 – Citizens Corps Meeting
- 04/08 – DPSST Listening Tour in Seaside
- 04/10 – Mass Casualty Tabletop Exercise
- 04/18 – LEA Meeting
- 04/16 – 04/19 OACP Conf. in Pendleton

Traffic Statistic Highlights:

- One (1) DUI Arrests (1-Alcohol, 0-Drugs)
- Two (2) Hit and Run Citations/Arrests
- Thirteen (13) Driving While Suspended Citations/Arrests
- Four (4) Reckless/Careless Driving Citations/Arrest
- Five (5) Speeding Citations
- Five (5) Failure to Yield/Traffic Control Device Citations
- One (1) Following Too Close Citation
- Thirteen (13) Insurance Citations
- Two (2) Failure to Install Interlock Device
- Four (4) Driver's License Citations
- One Hundred and Six (106) other Citations and Warnings
- Nineteen (19) Traffic Crash Investigations
- **Citation vs Warning:** 156 Traffic Stops: 52 Citations, 104 Warnings; Warning 67% of the time.

TRAFFIC STATISTICS

Overall Statistics:

Category	March Statistics (% changes are compared to 2024)						
	2024	2023	% Chg	2022	% Chg	2021	% Chg
Calls for Service	721	656	10%	651	11%	772	-7%
Incident Reports	234	213	10%	218	7%	224	4%
Arrests/Citations	123	119	3%	133	-8%	181	-32%
Traffic Stops/ Events	188	144	31%	129	46%	142	32%
DUI's	1	1	0%	3	-67%	6	-83%
Traffic Crashes	19	14	36%	13	46%	9	111%
Property Crimes	104	87	20%	116	-10%	96	8%
Person Crimes	63	61	3%	68	-7%	80	-21%
Drug/Narcotics Calls	3	3	0%	1	200%	2	50%
Animal Calls	23	26	-12%	36	-36%	22	5%
Officer O.T.	61.5	116.8	-47%	193.8	-68%	63.25	-3%
Reserve Hours	0	0	0%	0	0%	0	0%

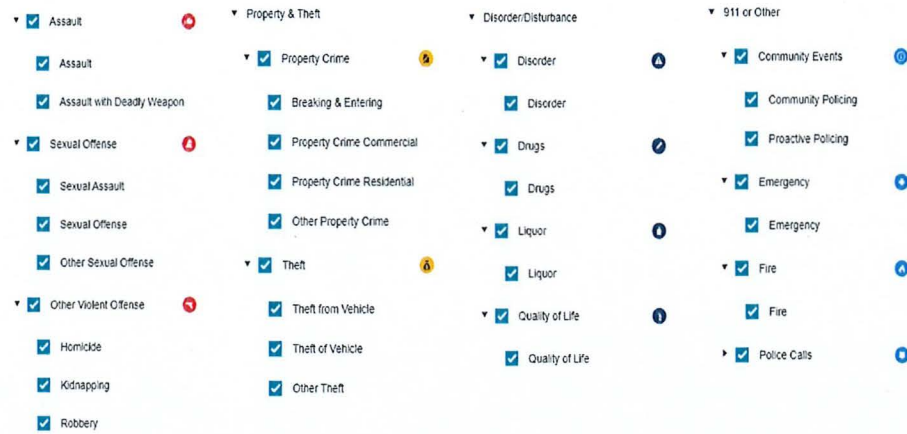
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	666	742	721						
Incident Reports	206	222	234						
Arrests/Citations	123	154	123						
Traffic Stops/ Events	188	248	188						
DUI's	3	3	1						
Traffic Crashes	13	10	19						
Property Crimes	79	109	104						
Person Crimes	60	57	63						
Drug/Narcotics Calls	8	5	3						
Animal Calls	19	18	23						
Officer O.T.	82.25	103.75	61.5						
Reserve Hours	0	0	0						

Oct	Nov	Dec	2024 YTD	2024 Estimate	2023	2024 v 2023	2022	2024 v. 2022	2021	2024 v. 2021
			2129	8516	9084	-6%	8050	6%	8669	-2%
			662	2648	2529	5%	2484	7%	3160	-16%
			400	1600	1335	20%	1602	0%	2020	-21%
			624	2496	2369	5%	1848	35%	2088	20%
			7	28	30	-7%	34	-18%	30	-7%
			42	168	217	-23%	168	0%	182	-8%
			292	1168	1127	4%	1204	-3%	1267	-8%
			180	720	825	-13%	811	-11%	1013	-29%
			16	64	60	7%	40	60%	36	78%
			60	240	335	-28%	273	-12%	253	-5%
			248	990	1572	-37%	2212.8	-55%	1503.1	-34%
			0	0	0	0%	0	0%	0	0%

Homeless Incidents	2024	2023	2022	2021
Code 40 (Normal)	44	31	35	22
Code 41 (Aggressive)	6	0	1	1

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

The following is a graphic representation of statistics for **March 2024** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.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.





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Esther Moberg, City Manager
DATE: April 23rd, 2024
SUBJ: ENA with Mission DG

SUMMARY

The City Manager engaged in negotiations with Mission DG developers in April 2024 regarding the two tracts of land at the Warrenton Marina and Hammond Marina and the potential development opportunity for two RV Parks. Unfortunately, the developers and City Manager were unable to arrive at an agreement regarding the amount of land offered and the project scope. They agreed that per the ENA, this would in effect be an ending of negotiations at this time, effectively ending the ENA period.

Approved by City Manager: _____

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

City of Warrenton
Proposed 2026 General Obligation Bonds
\$12 million project fund
Level levy wrapped around current GO - 20-years
Interest Rates as of 3/26/2024 plus 1.00%



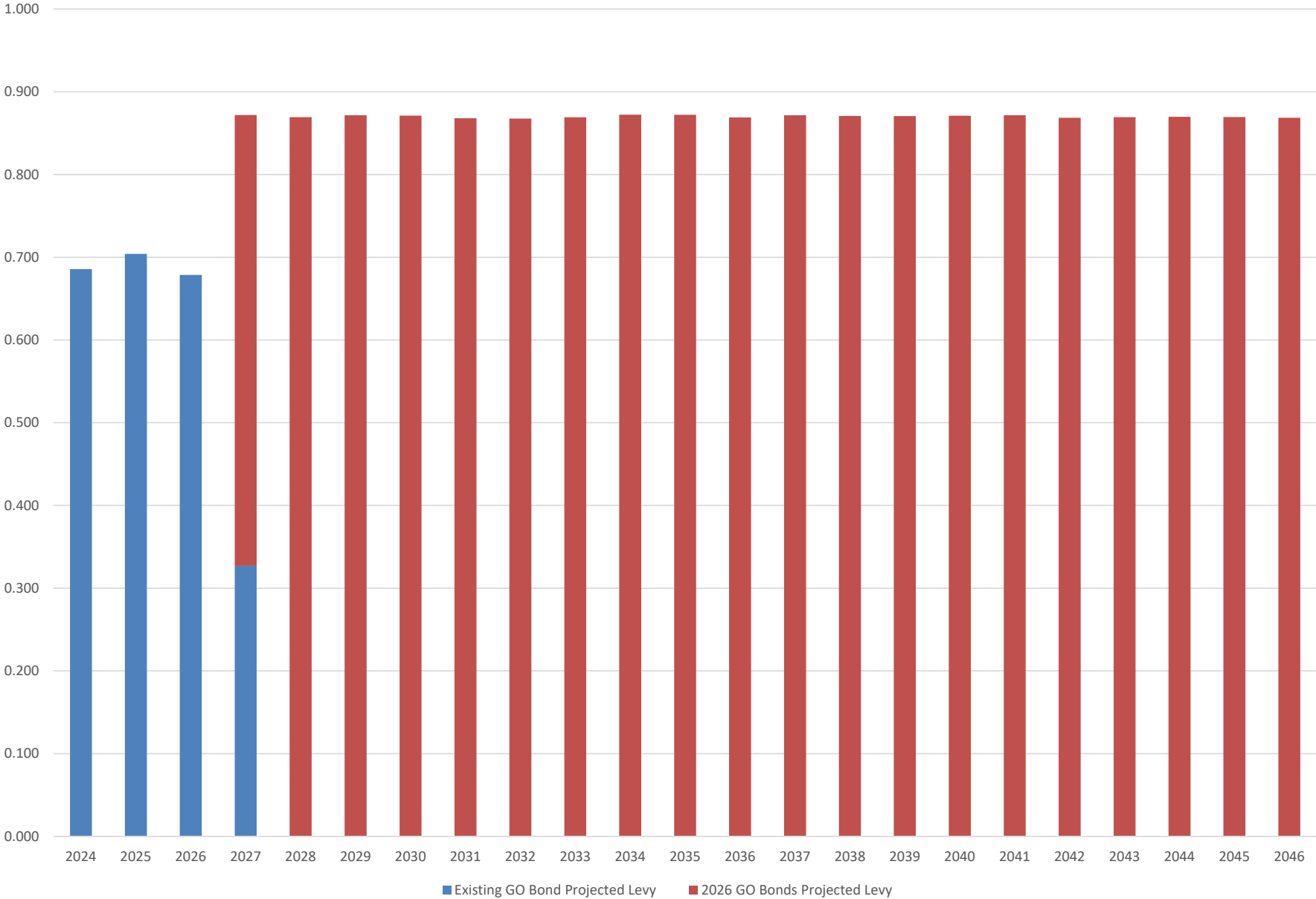
7.A

Financing Results Summary	
Dated Date	3/1/2026
Par Amount	\$11,825,000
Project Funds Generated	\$12,000,000
Arbitrage Yield:	4.312%
All-In True Interest Cost:	4.611%
Average Life:	14.19
Optional Redemption Date:	6/1/2026

Definitions	
Dated Date	Date of delivery of funds
Par Amount	Principal amount of borrowing to be repaid
Project Funds Generated	Net funds deposited after costs of issuance plus premium
Arbitrage Yield:	Interest rate of bonds and cap on investment returns
All-In True Interest Cost:	Annualized interest cost including affect of costs of issuance
Average Life:	Average life of bond principal and minimum average life of projects
Optional Redemption Date:	First date principal can be pre-paid without penalty

Fiscal Year	Taxable AV Assumption	Assumed AV Growth Rate	Existing GO Bond	2026 GO Bonds	Existing GO Bond	2026 GO Bonds	Projected Required Levy Rate (Net of Collections Rate)	Property Tax Levy Dollars				
			Debt Service	Debt Service	Projected Levy	Projected Levy		FY	Assumed Collection Rates	AV/\$1000 Net Collections	Assumed Levy Rate	Revenue for Bond Debt Service
2024	814,418,781	-	559,038		0.686		0.686	2024	94.000%	765,554	0.870	106,994
2025	840,887,391	3.25%	556,495		0.704		0.704	2025	94.000%	790,434	0.870	131,183
2026	868,216,232	3.25%	553,876		0.679		0.679	2026	94.000%	816,123	0.870	156,151
2027	896,433,259	3.25%	275,568	459,063	0.327	0.545	0.872	2027	94.000%	842,647	0.870	457,535
2028	925,567,340	3.25%		756,250		0.869	0.869	2028	94.000%	870,033	0.870	756,929
2029	955,648,279	3.25%		783,000		0.872	0.872	2029	94.000%	898,309	0.870	781,529
2030	986,706,848	3.25%		808,000		0.871	0.871	2030	94.000%	927,504	0.870	806,929
2031	1,018,774,820	3.25%		831,250		0.868	0.868	2031	94.000%	957,648	0.870	833,154
2032	1,051,885,002	3.25%		857,750		0.867	0.867	2032	94.000%	988,772	0.870	860,232
2033	1,086,071,264	3.25%		887,250		0.869	0.869	2033	94.000%	1,020,907	0.870	888,189
2034	1,121,368,581	3.25%		919,500		0.872	0.872	2034	94.000%	1,054,086	0.870	917,055
2035	1,157,813,059	3.25%		949,250		0.872	0.872	2035	94.000%	1,088,344	0.870	946,860
2036	1,195,441,984	3.25%		976,500		0.869	0.869	2036	94.000%	1,123,715	0.870	977,632
2037	1,234,293,848	3.25%		1,011,250		0.872	0.872	2037	94.000%	1,160,236	0.870	1,009,406
2038	1,274,408,398	3.25%		1,043,000		0.871	0.871	2038	94.000%	1,197,944	0.870	1,042,211
2039	1,315,826,671	3.25%		1,076,750		0.871	0.871	2039	94.000%	1,236,877	0.870	1,076,083
2040	1,358,591,038	3.25%		1,112,250		0.871	0.871	2040	94.000%	1,277,076	0.870	1,111,056
2041	1,402,745,247	3.25%		1,149,250		0.872	0.872	2041	94.000%	1,318,581	0.870	1,147,165
2042	1,448,334,467	3.25%		1,182,500		0.869	0.869	2042	94.000%	1,361,434	0.870	1,184,448
2043	1,495,405,338	3.25%		1,222,000		0.869	0.869	2043	94.000%	1,405,681	0.870	1,222,942
2044	1,544,006,011	3.25%		1,262,250		0.870	0.870	2044	94.000%	1,451,366	0.870	1,262,688
2045	1,594,186,206	3.25%		1,303,000		0.870	0.870	2045	94.000%	1,498,535	0.870	1,303,725
2046	1,645,997,258	3.25%		1,344,000		0.869	0.869	2046	94.000%	1,547,237	0.870	1,346,097
				\$19,934,063			0.861	Total		37,933,029		31,056,758

City of Warrenton Bond Levy Rates
\$12 million project



City of Warrenton
Proposed 2026 General Obligation Bonds
\$15 million project fund
Level levy wrapped around current GO - 20-years
Interest Rates as of 3/26/2024 plus 1.00%

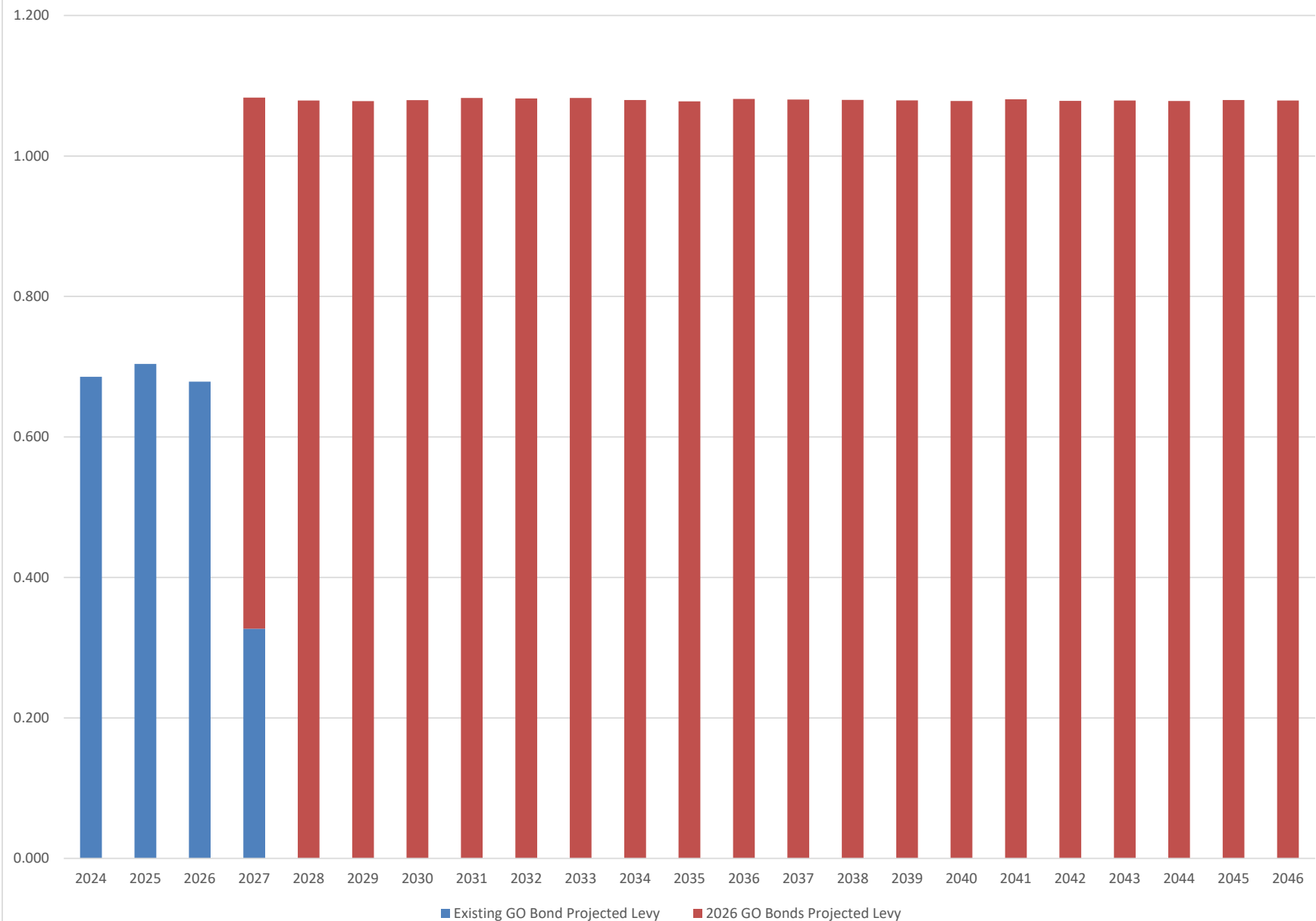


Financing Results Summary	
Dated Date	3/1/2026
Par Amount	\$14,675,000
Project Funds Generated	\$15,000,000
Arbitrage Yield:	4.312%
All-In True Interest Cost:	4.588%
Average Life:	14.19
Optional Redemption Date:	6/1/2026

Definitions	
Dated Date	Date of delivery of funds
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Project Funds Generated	Net funds deposited after costs of issuance plus premium
Arbitrage Yield:	Interest rate of bonds and cap on investment returns
All-In True Interest Cost:	Annualized interest cost including affect of costs of issuance
Average Life:	Average life of bond principal and minimum average life of projects
Optional Redemption Date:	First date principal can be pre-paid without penalty

Fiscal Year	Taxable AV Assumption	Assumed AV Growth Rate	Existing GO Bond	2026 GO Bonds	Existing GO Bond	2026 GO Bonds	Projected Required Levy Rate (Net of Collections Rate)	Property Tax Levy Dollars				
			Debt Service	Debt Service	Projected Levy	Projected Levy		FY	Assumed Collection Rates	AV/\$1000 Net Collections	Assumed Levy Rate	Revenue for Bond Debt Service
2024	814,418,781	-	559,038		0.686		0.686	2024	94.000%	765,554	1.080	267,760
2025	840,887,391	3.25%	556,495		0.704		0.704	2025	94.000%	790,434	1.080	297,174
2026	868,216,232	3.25%	553,876		0.679		0.679	2026	94.000%	816,123	1.080	327,537
2027	896,433,259	3.25%	275,568	637,188	0.327	0.756	1.083	2027	94.000%	842,647	1.080	634,491
2028	925,567,340	3.25%		938,750		1.079	1.079	2028	94.000%	870,033	1.080	939,636
2029	955,648,279	3.25%		968,500		1.078	1.078	2029	94.000%	898,309	1.080	970,174
2030	986,706,848	3.25%		1,001,250		1.080	1.080	2030	94.000%	927,504	1.080	1,001,705
2031	1,018,774,820	3.25%		1,036,750		1.083	1.083	2031	94.000%	957,648	1.080	1,034,260
2032	1,051,885,002	3.25%		1,069,750		1.082	1.082	2032	94.000%	988,772	1.080	1,067,874
2033	1,086,071,264	3.25%		1,105,250		1.083	1.083	2033	94.000%	1,020,907	1.080	1,102,580
2034	1,121,368,581	3.25%		1,138,000		1.080	1.080	2034	94.000%	1,054,086	1.080	1,138,413
2035	1,157,813,059	3.25%		1,173,000		1.078	1.078	2035	94.000%	1,088,344	1.080	1,175,412
2036	1,195,441,984	3.25%		1,215,000		1.081	1.081	2036	94.000%	1,123,715	1.080	1,213,613
2037	1,234,293,848	3.25%		1,253,500		1.080	1.080	2037	94.000%	1,160,236	1.080	1,253,055
2038	1,274,408,398	3.25%		1,293,500		1.080	1.080	2038	94.000%	1,197,944	1.080	1,293,779
2039	1,315,826,671	3.25%		1,334,750		1.079	1.079	2039	94.000%	1,236,877	1.080	1,335,827
2040	1,358,591,038	3.25%		1,377,000		1.078	1.078	2040	94.000%	1,277,076	1.080	1,379,242
2041	1,402,745,247	3.25%		1,425,000		1.081	1.081	2041	94.000%	1,318,581	1.080	1,424,067
2042	1,448,334,467	3.25%		1,468,250		1.078	1.078	2042	94.000%	1,361,434	1.080	1,470,349
2043	1,495,405,338	3.25%		1,516,750		1.079	1.079	2043	94.000%	1,405,681	1.080	1,518,135
2044	1,544,006,011	3.25%		1,565,000		1.078	1.078	2044	94.000%	1,451,366	1.080	1,567,475
2045	1,594,186,206	3.25%		1,617,750		1.080	1.080	2045	94.000%	1,498,535	1.080	1,618,418
2046	1,645,997,258	3.25%		1,669,500		1.079	1.079	2046	94.000%	1,547,237	1.080	1,671,016
				\$24,804,438			1.060	Total		37,933,029		39,022,694

City of Warrenton Bond Levy Rates
\$15 million Project



\$32 Million Project Scenario

Funding Source	Amount	Notes
GO Bonds	\$12 million	Estimated \$.87 per thousand of Assessed Value Levy - 20 years
Capital Reserves	\$9 million	Assumes reserve deposit trend continues
Revenue bonds, grants, forgivable loan	\$11 million	Estimated \$856,611 annual debt service if all 20-year revenue bond
Total	\$32 million	

\$35 Million Project Scenario

Funding Source	Amount	Notes
GO Bonds	\$15 million	Estimated \$1.08 per thousand of Assessed Value Levy - 20 years
Capital Reserves	\$9 million	Assumes reserve deposit trend continues
Revenue bonds, grants, forgivable loan	\$11 million	Estimated \$856,611 annual debt service if all 20-year revenue bond
Total	\$35 million	



ADD

WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Linda GILIGA

ADDRESS: 755 N. Main Ave

EMAIL: lag7@charter.net

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

BRIEFLY DESCRIBE YOUR TOPIC: Why are we licensing Chicken all
of a sudden and why so much? and what's money
being used for

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.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Stacy Byers

ADDRESS: 725 King Salmon St Hammond

EMAIL: stacy@thebyersfamily.net

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

BRIEFLY DESCRIBE YOUR TOPIC: discussing the unreasonable fee
for a chicken license

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.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Annalee Altavilla

ADDRESS: 682 NW 9th St Warrenton

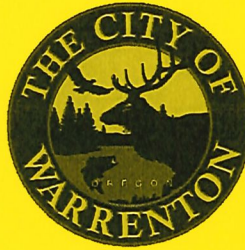
EMAIL: annalee_marks@hotmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: Chicken Regulations

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.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Evelyn Bigelow

ADDRESS: 703 SW Juniper Ave. 9

EMAIL: bigelow1108@gmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: chickens

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.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Jessica Gruetter-Morgan

ADDRESS: 911 SW Cedar Ave Warrenton OR

EMAIL: blinkshotchick-8@hotmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: pro chicken ok with limited
chickens

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.



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Eric Avila

ADDRESS: ea@Bremik.com 1229 independence
woodburn OR

EMAIL: ea@Bremik.com

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

BRIEFLY DESCRIBE YOUR TOPIC: St. Steven Traffic control Plan

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

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: April 23rd, 2024
SUBJ: Request for road closure- Russell Dr

SUMMARY

Bremik Construction is set to commence the Rehabilitation of the Fort Stevens Historic Guard House: Phase 1. The goal of this project is to safeguard the historical integrity of the structure, particularly by addressing issues such as roof and cupola damages, which have been negatively impacted by windstorm incidents and water infiltration. During the project timeline, Bremik Construction proposes the temporary closure of Russell Drive between Pacific Drive and 1st Avenue for an estimated duration of seven months, from April 29th to November 9th, 2024. This closure allows for facilitating construction activities, including the assembly of trusses, parking of construction vehicles and trailers, and ensuring the safety of workers within the designated work zone.

To mitigate inconvenience to the public, a comprehensive detour route will be implemented through Pacific Drive to Silverside Place, then onto 1st Avenue. Adequate signage will be installed to guide motorists throughout the detour route, to ensure traffic flow during the closure period.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the road closure on Russell Dr between Pacific Dr and 1st Ave between April 29th, 2024, and November 9th, 2024, for Construction on Fort Stevens Historic Guard House."

ALTERNATIVE

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

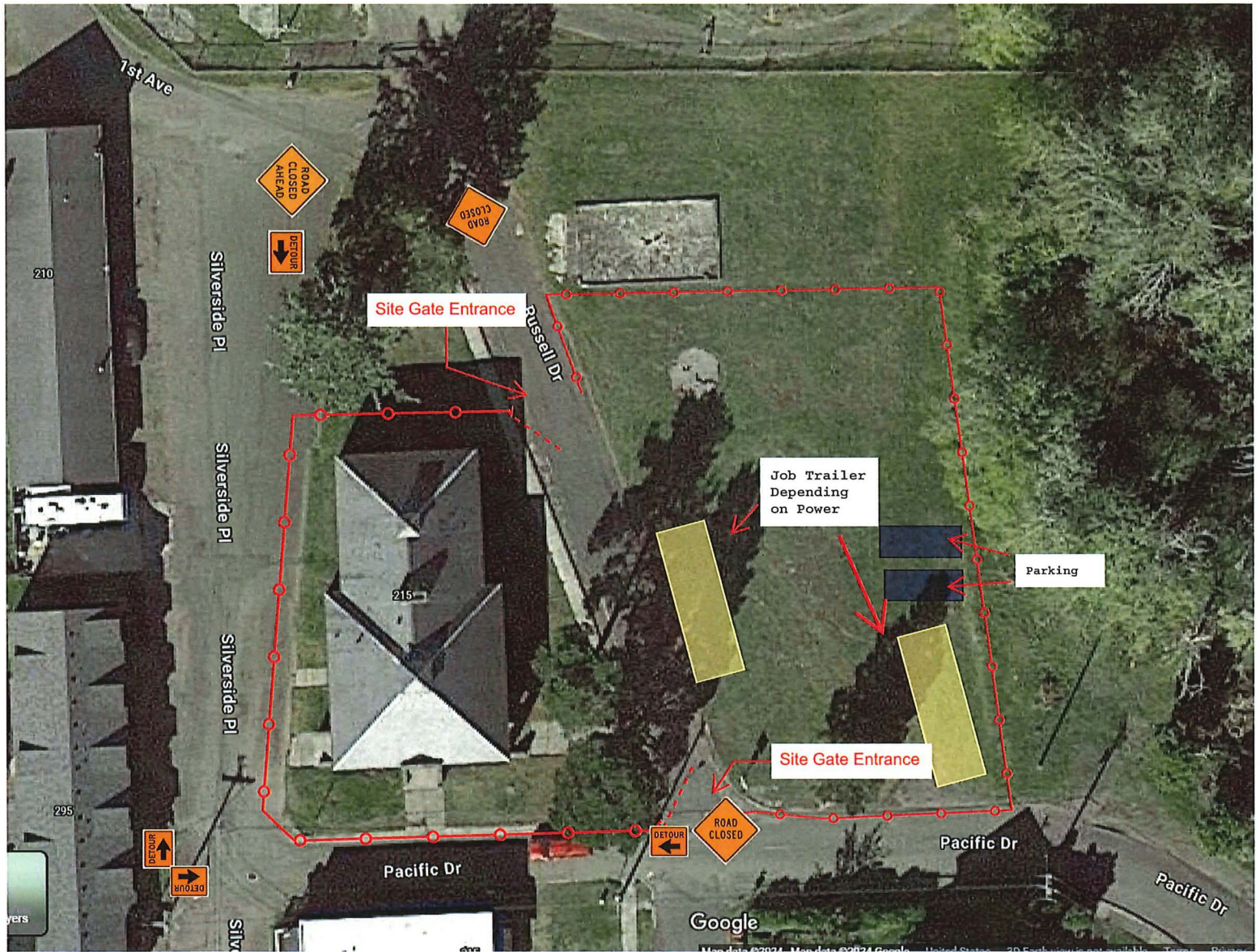
FISCAL IMPACT

No fiscal impact anticipated.

Approved by City Manager:

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

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





AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Greg Shafer, Public Works Director
DATE: April 23rd, 2024
SUBJ: Safe Routes to School Phase 2: Termination of Grant Agreement

SUMMARY

On May 16th, 2023, the city finalized Grant Agreement SRTS23-20 with the Oregon Department of Transportation (ODOT) to advance Safe Routes to School Phase 2. The total value of this agreement amounts to \$2,000,000.

Additionally, the city successfully secured supplementary Federal Earmark funding totaling \$1,360,000 to further support this project. In alignment with our objective of establishing sidewalks leading to the high school, we propose the consolidation of Safe Routes to School funding with the federal earmark. We are hiring ODOT to manage this project as one of the few in our state who can administer a comingled state and federal dollars project. They will delivery the anticipated project on our behalf.

The Safe Routes to School termination agreement must be approved before the funds can be obligated. Consequently, a revised agreement encompassing both state grant money and federal earmark funds is scheduled for presentation in May.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve Amendment Number 02, Safe Routes to School Agreement-Warrenton Grade to High School Main Avenue Safe Walkway Project (Phase 2), Agreement No. SRTS23-20 which results in terminating the agreement in its entirety."

ALTERNATIVE

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

FISCAL IMPACT

No fiscal impact anticipated.

Approved by City Manager: 

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

AMENDMENT NUMBER 02
SAFE ROUTES TO SCHOOL AGREEMENT
Warrenton Grade to High School Main Avenue Safe Walkway Project (Phase 2)
City of Warrenton

This is Amendment No. **02** to the Agreement between the **State of Oregon**, acting by and through its Department of Transportation, hereinafter referred to as "ODOT" and the **City of Warrenton**, acting by and through its Governing Body, hereinafter referred to as "Recipient," entered into on May 18, 2023 and Amendment Number 01, January 25, 2024.

It has now been determined by ODOT and Recipient that the Agreement referenced above shall be amended to terminate the agreement in its entirety.

The reason for this termination is: **the Project will be combined with a federal earmark requiring ODOT to deliver the project.**

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.

2. **Amendment to Agreement.**

Agreement number **SRTS23-20** with **City of Warrenton** is hereby terminated in its entirety, including all provisions that would otherwise survive termination. Any costs incurred prior to the effective date of this amendment shall be borne by the Party that incurred them.

3. **Counterparts.** This Amendment may be executed in two or more counterparts (by facsimile or otherwise) each of which is an original and all of which when taken together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

4. **Original Agreement.** Except as expressly amended above, all other terms and conditions of the original Agreement are still in full force and effect. Recipient certifies that the representations, warranties and certifications in the original Agreement are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

5. **Electronic Signatures.** The Parties agree that signatures showing on PDF documents, including but not limited to PDF copies of the Agreement and amendments, submitted or exchanged via email are "Electronic Signatures" under ORS Chapter 84 and bind the signing Party and are intended to be and can be relied upon by the Parties. State reserves the right at any time to require the submission of the hard copy originals of any documents.

ODOT/Recipient
Agreement No. SRTS23-20, Amendment No. 02

THE PARTIES, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

CITY OF WARRENTON, by and
through its Governing Body

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

STATE OF OREGON, by and through
its Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
SRTS Program Manager

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email
Assistant Attorney General

Date April 11, 2024



AGENDA MEMORANDUM

TO: Warrenton City Commission
FROM: Matthew Ellis, AICP, Planning Director
DATE: April 23, 2024
SUBJ: Keeping of Residential Fowl

SUMMARY:

The Planning Commission was advised by Planning staff regarding the establishment of rules and regulations for the keeping of poultry on residentially zoned property in the City of Warrenton.

The proposed code revision would establish definitions, a maximum number of licensed poultry, and a permit requirement. Placement would be allowed in residential zones (R-40, R-10, R-M & R-H) subject to setback requirements.

Because this ordinance modifies the Warrenton Code of Ordinances, it must be adopted by the City Commission. The first reading of this ordinance, as amended, was done April 9.

RECOMMENDATION/SUGGESTED MOTION:

"I move to conduct the second reading, by title only, of Ordinance No 1272, AN ORDINANCE ADDING A NEW CHAPTER 6.12 TO THE WARRENTON MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR KEEPING RESIDENTIAL POULTRY."

FISCAL IMPACT

There are no fiscal impacts of the proposed code ordinance.

Approved by City Manager: _____

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

ORDINANCE NO. 1272
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE ADDING A NEW CHAPTER 6.12 TO THE WARRENTON
MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR KEEPING
RESIDENTIAL POULTRY**

WHEREAS, the public interest and welfare necessitate the reasonable regulation of keeping poultry on residential properties within the City of Warrenton; and

WHEREAS, the current City code does not provide such regulations, and as such the keeping of poultry in the City has to this point been entirely unregulated;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. A new Chapter 6.12 is hereby added to the Warrenton Municipal Code as follows:

Chapter 6.12 Keeping of Residential Poultry

6.12.010 Purpose.

The purpose of this chapter is to establish rules and regulations for the keeping of fowl on residentially zoned property.

6.12.015 Definitions

As used in this chapter:

“Direct supervision” means to be physically present or within an immediate distance and available to respond to the needs of the residential poultry.

“Hen” means female residential poultry more than twelve (12) weeks in age.

“Residential Poultry” means small fowl, limited to chickens, quail, and partridges, kept in a residential setting.

“Rooster” means male residential poultry more than twelve (12) weeks in age.

6.12.020 Number of residential poultry licensed.

- A. Up to twelve (12) hens are allowed.
- B. No roosters are allowed.
- C. Chicks up to twelve (12) weeks old are allowed indoors and are not subject to the limitations of (A) or (B) above.

6.12.030 Location requirements.

- A. Residential poultry are only allowed on property that is occupied by a detached single-family dwelling.
- B. Residential poultry are only allowed on property that is the principal residence of the owner of the residential poultry.
- C. Enclosures must be at least ten (10) feet from the property line and at least twenty-five (25) feet from any dwelling unit on an abutting property.

6.12.040 Ongoing conditions of license.

- A. Residential poultry enclosures.
 - 1. Between sunset and sunrise, residential poultry must be kept within a secure enclosure. Between sunrise and sunset, residential poultry must be kept within a secure enclosure unless under direct supervision within a fenced yard.
 - 2. Allowing residential poultry to enter adjoining properties is prohibited.
 - 3. Enclosures must be kept clean, dry, in good repair and not cause an unreasonably offensive or annoying odor.
 - 4. Enclosures must be designed to prevent the entry of rodents and predators and must effectively contain and protect the residential poultry.
 - 5. Enclosures must be designed so they are not a breeding place or likely breeding place for rodents, flies or other pests.
- B. Residential poultry must be kept for personal, non-commercial or wholesale use only. Sales may only be farmer to consumer direct per Oregon Shell Egg Producer regulations. No person licensed under this chapter may engage in residential poultry breeding or fertilizer production for commercial purposes. The roadside sale of eggs may be allowed from roads owned by the City of Warrenton.

6.12.050 Procedure for obtaining a residential poultry license.

- A. In residential zones (R-40, R-10, R-M & R-H), a resident who wants to keep residential poultry per the requirements of this chapter must apply for a license, demonstrate compliance with the above standards, and pay a processing fee in an amount determined by the City Commission by resolution. The City shall issue a license after determining compliance with this chapter.
- B. Tenants and renters of property are permitted to keep residential poultry only with the written permission of the property owner included with the license application.
- C. Licenses issued under this chapter are issued to a specified individual for the keeping of residential poultry on specified property where the individual

resides, are non-transferable, and are valid for a period of five (5) years.
Licenses may be renewed for successive five (5) year terms.

D. Neighbor notice requirements.

1. The City will provide written notice within fourteen (14) calendar days after issuance of a license by first class mail to all property owners and known residents immediately abutting the license holder's property.
2. Contents of neighborhood notice.
 - a. Name and address of the license holder.
 - b. A copy of this chapter.
 - c. Contact information for City enforcement of this chapter and the process for filing complaints.
 - d. The current dollar amounts for penalties for violations of this chapter.

6.12.060 Penalties.

The provisions of this chapter are in addition to and not in lieu of any other requirements imposed under any other code provision, City ordinance, law or applicable regulation. If a conflict occurs with another code provision or regulation, the most restrictive provision or regulation shall apply.

- A. Violation of this chapter shall be punishable by a fine not less than \$250, except that keeping of residential poultry without a license shall be punishable by a fine not to exceed \$1,000.
- B. Each violation of a separate provision of this chapter shall constitute a separate violation, and each day that a violation of this chapter is committed or permitted to continue constitutes a separate violation.
- C. In addition to any other remedy provided by law, a person that commits more than two (2) violations of this chapter within any six (6) month period may have their license revoked for up to one (1) year. During the period in which a license is revoked under this subsection, no other resident of a dwelling in which a person whose license has been revoked resides may be licensed to keep residential poultry under this chapter.

6.12.070 Rules.

The City Manager is authorized to adopt rules to implement this chapter.

Section 2. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading:

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



AGENDA MEMORANDUM

TO: Warrenton City Commission
FROM: Matthew Ellis, AICP, Planning Director
DATE: April 23, 2024
SUBJ: Shipping Container Ordinance No. 1266

SUMMARY:

The City of Warrenton Planning Commission was advised by City staff regarding the adoption of Ordinance No. 1266 to establish review criteria for shipping containers in residential zones. A hearing was held by the Planning Commission on January 11, 2024, to discuss this proposed ordinance and allow for public testimony.

The proposed code revision would establish a permit requirement, allowable locations, and general placement and use standards. Shipping containers would be regulated where the use of the property is primarily residential.

The first reading of this ordinance was tabled at the March 12 City Commission meeting. Staff is bringing back this ordinance based on the feedback received during previous discussions, including allowable materials and temporary uses.

RECOMMENDATION/SUGGESTED MOTION:

"I move to conduct the first reading, by title only, of Ordinance No 1266, AN ORDINANCE ADDING A NEW CHAPTER 8.32 TO THE WARRENTON MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR SHIPPING CONTAINERS."

FISCAL IMPACT

There are no fiscal impacts of the proposed code ordinance.

Approved by City Manager: _____

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

ORDINANCE NO. 1266
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE ADDING A NEW CHAPTER 8.32 TO THE WARRENTON
MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR SHIPPING
CONTAINERS**

WHEREAS, the public interest and welfare necessitate that the use of shipping containers on properties within the City of Warrenton be subject to reasonable regulations; and

WHEREAS, the current City code does not provide such regulations, and as such the use of shipping containers in the City has to this point been entirely unregulated;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. A new Chapter 8.32 is hereby added to the Warrenton Municipal Code as follows:

Chapter 8.32

8.32.010 Purpose.

The purpose of this chapter is to establish regulations pertinent to the use of shipping containers on properties within the City of Warrenton to protect the public health, safety, and welfare against unkempt, unsightly, unsafe, and otherwise undesirable uses of shipping containers. The regulations are intended to protect the community from adverse effects on the value, utility, and habitability of property, including on adjoining and nearby properties. Through this chapter, the City intends to provide regulations that will enhance the character, livability, appearance, and the social, economic, and environmental conditions of the community.

8.32.020 Administration.

The regulations set forth in this chapter shall be administered by the Planning Director or their designee. The Planning Director is authorized to adopt such forms and administrative rules as may be necessary or appropriate to implement the regulations set forth herein.

8.32.030 Definitions.

“Shipping container.” A unit originally designed or currently or previously used for the transport, shipping, or hauling of materials or goods by land, sea, or air, capable of

being moved or mounted by rail, truck, or boat, or designed to resemble such a unit. This definition includes seagoing or oceangoing containers marked with the American Bureau of Shipping's emblem or meeting the International Standard Organization's standards, which can be detached from a trailer, chassis, or frame. Shipping containers are also commonly referred to as portable or moving storage unit containers, pods, cargo containers, oceangoing containers, transport containers, and portable moving storage pods.

"Vacant property." Property without any occupied structures.

8.32.040 Permit Required.

- A. No person shall place, cause to be placed, allow to be placed, or allow to remain in place, a shipping container on any property within the City of Warrenton without first obtaining a permit therefore and without complying with the regulations set forth in this chapter.
- B. A person seeking to obtain a permit for placement of a shipping container shall apply to the Planning Department, on a form specified by the Planning Director, and pay an application fee in an amount established by the City Commission by resolution. The application must include at least the following information, in addition to any other information determined by the Planning Director to be necessary for ensuring compliance with the requirements of City code:
 - 1. Site plan
 - 2. Elevations with dimensions of the shipping container
 - 3. Proposed use of the shipping container
 - 4. Demonstration of compliance with the requirements of this chapter

8.32.050 Allowable Locations.

Shipping containers are prohibited in the R-40, R-10, R-M, and RH zones, and in the CMU zone where the primary use of the property is residential, except as provided in Section 8.32.070. Shipping containers are permitted in the CMU zone where the primary use of the property is commercial and in all other zones subject to the requirements of this chapter.

8.32.060 General Shipping Container Requirements.

All shipping containers shall comply with the following requirements:

- A. Shipping containers shall be used only for storage of materials or goods, or temporarily placed as an empty structure, and in any case shall only be accessory to the primary use of a principal structure located on the same lot.

- B. Shipping containers shall be placed on concrete, asphalt, or other level, compact, hard surface.
- C. Shipping containers shall be no less than eight (8) feet high, eight (8) feet wide, and ten (10) feet long and no more than ten (10) feet high, eight (8) feet wide, and forty-five (45) feet long, with no alterations to their original manufactured physical dimensions (width, length, and height).
- D. Shipping containers shall be painted a similar color to the building(s) that they are associated with under subsection (A).
- E. Shipping containers shall be protected from rust and corrosion and kept free from holes, breaks, and any other conditions which might permit rain, dampness, or vermin to the interior portions of the walls.
- F. Shipping containers shall not be visible from the public right-of-way nor from adjacent properties used for residential purposes, unless the visual impacts of such shipping containers are mitigated by screened fencing or vegetation that meet the standards of Chapter 16.124 of this Code.
- G. Placement of shipping containers shall abide by all setback requirements applicable to the zone in which they are located.
- H. Shipping containers may not be placed within the public right-of-way and may not be placed in such a manner as to obstruct or impair the free and full use of the sidewalk or street by the public and may not be placed in such a manner as to obstruct the view of pedestrians or users of vehicles within the public right of way, or otherwise interfere with the wires, poles or fixtures lawfully maintained thereon.
- I. Shipping containers shall not be placed on vacant property.
- J. Shipping containers shall not be stacked.
- K. Only one (1) shipping container shall be permitted on each lot, except that up to two (2) shipping containers may be permitted on a lot that is one (1) acre or greater in size.

6.12.070 Temporary Residential Shipping Container Requirements.

- A. In the R-40, R-10, R-M, and RH zones, and in the CMU zone where the primary use of the property is residential, shipping containers shall comply with either the requirements of subsection (B) or (C) below, in both cases in addition to the requirements in Section 8.32.060, except that such shipping containers need not comply with Section 8.32.060(D) or Section 8.32.060(F).
- B. Temporary Shipping Containers for Moving or Property Improvement.
 - 1. A permit may be issued only on a temporary basis and only once in a calendar year and shall be effective for a maximum of six (6) consecutive months.

2. The shipping container shall be used only for the purposes of temporarily storing or shipping personal property in association with moving or property improvement.
 3. Shipping containers shall be placed on designated driveways when possible but may be exempted from Section 8.32.060(H) when necessary.
 4. The shipping container shall be placed at least three (3) feet away from any residential structure and shall allow for at least five (5) feet of clear access between the shipping container and the property line.
- C. Temporary Shipping Containers for Construction
1. A permit may be issued only on a temporary basis and only in conjunction with an active building permit. The permit shall expire upon expiration or final approval of the building permit or fourteen (14) days after issuance of certificate of occupancy, whichever occurs first.
 2. The shipping container must be placed on the same lot for which the building permit was issued.
 3. The shipping container must be placed a minimum of five (5) feet away from all adjacent property lines and public rights-of-way.

8.32.080 Shipping Containers as Permanent Structures.

Nothing in this chapter shall prevent a shipping container from being utilized as a permanent structure, provided that such structure complies with all applicable building codes, City regulations, and City design and development standards.

8.32.090 Transferability.

Shipping container permits are issued to a specific person for a specific property and are non-transferable and non-assignable to a different person (such as upon sale of the property) or a different property.

8.32.100 Enforcement.

- A. Any person violating any of the provisions of this chapter shall, upon conviction thereof in the municipal court of the City of Warrenton, be punished by a fine of not less than \$100 and not more than \$1,000.00.
- B. Each day on which such a violation continues shall constitute a separate violation.
- C. In addition to the other remedies in this section, the City may seek an injunction prohibiting a person from further violation of this chapter.
- D. In any action or suit authorized by this section, the City, if it prevails, shall recover reasonable attorney fees, in addition to the City's costs and disbursements.

Section 2. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading:

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



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Matthew Ellis, AICP, Planning Director
 DATE: April 23, 2024
 SUBJ: Updates to the Planning Application Fee Schedule

SUMMARY:

Following the adoption of Ordinance Nos. 1266 and 1272, the Planning Application Fee Schedule needs to be updated. Both the Residential Poultry Permit and Inspection and the Shipping Container Permit and Inspection are proposed to be added for \$150.

A broader examination of the Planning Application Fee Schedule is underway and should be presented to the Planning Commission and City Commission before July 1.

RECOMMENDATION/SUGGESTED MOTION:

"I move to conduct the first reading of Resolution No. 2666, REVISING PLANNING APPLICATION FEES, AND REPEALING RESOLUTION NO. 2519 AND ALL RESOLUTIONS IN CONFLICT."

FISCAL IMPACT

There are no fiscal impacts of the proposed code ordinance.

Approved by City Manager:

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

RESOLUTION NO. 2666
INTRODUCED BY ALL COMMISSIONERS

**REVISING PLANNING APPLICATION FEES, AND REPEALING RESOLUTION
NO. 2519 AND ALL RESOLUTIONS IN CONFLICT**

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

WHEREAS, the adoption of Ordinance Nos. 1266 and 1272 necessitates the addition of those associated permit costs to the Planning Application Fee Schedule;

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. Resolution No. 2519 is hereby repealed, and Resolution No. 2666, Exhibit A: Planning Application Fee Schedule is hereby adopted.

Section 3. This resolution shall be in full force and effect immediately upon its adoption.

First Reading:

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		Amount
APPLICATION TYPE		
Accessory Dwelling Unit		\$100
Accessory Structures (Garages, carports, etc.)		\$100
Address Assignment (per lot)		\$25
Annexation		\$1,250
Appeals		
▪ Planning Commission		\$500
▪ City Commission		\$500
Code Interpretation		\$250
Comprehensive Plan Amendment		\$2,000
Development Code Amendment		\$1,500
Conditional Use		\$1,000
CRESO Review		Actual Costs
Engineer Review (city – appointed)		Actual Costs
Floodplain Development Permit		\$350
Hearings Officer		\$5,000 deposit
Historic Resource Review		\$500
Homestay Lodging Permit and Inspection		\$150
Home Occupation (Type 2)		\$350
Land Use Compatibility Statement (LUCS)		\$50
License to Occupy		\$150
Lot Line Adjustment		\$150
Miscellaneous Land Use Request		\$350
Modification of Preliminary Plans or Conditions		
▪ Administrative		\$400
▪ Planning Commission		\$750
Non-conforming Use / Structure Review		\$500
Partition		\$600
Partition Final Plat		\$300
Permit Extension		10% of originating application
Plan Review (Type 1) – 2 nd Review		\$50
Planned Unit Development (PUD)		\$1,500 / + \$50 / lot
PUD Final Plat		\$600
Plat Vacation		Same as Subdivision
Pre-application Conference		\$150
Reinspection		10% of original fee
Residential Poultry Permit and Inspection		\$150
Rezone		\$2,000
Shipping Container Permit and Inspection		\$150
Sign Review		\$300
Site Design Review		
Type 2 Administrative – <10,000 sq.ft.		\$500
Type 3 Planning Commission –		
▪ 10,000 sq.ft. - 15,000 sq.ft.		\$750
▪ 15,001 sq.ft. - 20,000 sq.ft.		\$1,000
▪ 20,001 sq.ft. - 25,000 sq.ft.		\$1,300
▪ 25,001 sq.ft. - 30,000 sq.ft.		\$1,750
▪ Over 30,001 sq.ft.		\$2,500

Street Vacation	
▪ Simple	\$750
▪ Planning Commission	\$1,000
Subdivision	\$750 + \$30 / lot + actual costs
Subdivision Final Plat	\$500
Temporary Use / Structure	\$300
UGB Amendment	\$2,000 + actual costs
Variance	
▪ Class 1 Administrative	\$500
▪ Class 2 Planning Commission	\$1,250
Wetland Significance Determination Amendment	\$1,000 or actual costs
Wireless Communication Facility	\$3,000 + actual costs
Zoning Verification	\$50



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Esther Moberg, City Manager
DATE: April 23, 2024
SUBJ: Adopting limitation of liability for claims arising from the public's use of trails or structures in a public easement or unimproved right of way.

SUMMARY

ORS 105.668 limits the liability of cities for personal injuries or property damage that arises out of the public's non-motorized use of trails and structures in public easements and unimproved rights of way. ORS 105.668 automatically applies to cities with populations of 500,000 or more. Cities with smaller populations must affirmatively adopt ORS 105.668's protections via either resolution or ordinance.

ORS 105.668 also applies to cities' officers, employees, and agents; owners of land abutting the public easement or unimproved right of way; and nonprofits and their volunteers who construct and maintain trails and structures in public easements and unimproved rights of way. Adopting ORS 105.668 could encourage landowners to grant easements for the public's use by reducing their risk of liability. It could also encourage nonprofits to assist the City with trail maintenance and construction by reducing their risk of liability.

ORS 105.668 would also expand the City's existing limitations of liability. The recreational immunity provided by ORS 105.682 and ORS 105.688 already apply to the City. However, recreational immunity only protects the City when an individual is injured while engaged in recreational activities. ORS 105.668 applies regardless of the individual's reason for using trails or structures in public easements or unimproved rights of way. Additionally, the Oregon Court of Appeal's recent decision in *Fields v. City of Newport*, 326 Or App 764 (2023), has reduced the reach of cities' recreational immunity, which could create more liability for the City. ORS 105.668 could help fill in the gap in recreational immunity left by the Court of Appeal's decision. The Oregon legislature recently passed a bill that is intended to restore recreational immunity. However, adopting ORS 105.668's limitation of liability is still to the City's benefit.

ORS 105.668's limitation of liability is not absolute. It will not protect the City if an individual is injured due to gross negligence or reckless, wanton, or intentional misconduct.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Ordinance No. 1273, AN ORDINANCE AMENDING THE CITY OF WARRENTON'S MUNICIPAL CODE TO ADD CHAPTER 12.14 LIMITATION OF LIABILITY FOR CERTAIN CLAIMS ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHING PUBLIC EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER ORS 105.688."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

ORDINANCE NO. 1273
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING THE CITY OF WARRENTON'S MUNICIPAL CODE
TO ADD CHAPTER 12.14; LIMITATION OF LIABILITY FOR CERTAIN CLAIMS
ARISING FROM THE USE OF TRAILS OR STRUCTURES WITHIN PUBLIC
EASEMENTS AND UNIMPROVED RIGHTS OF WAY UNDER ORS 105.668**

WHEREAS, ORS 105.668(2) limits the liability of cities, adjacent property owners, and certain non-profit groups for injuries or property damage that result from the public's non-motorized use of trails or structures that are in a public easement or an unimproved right of way; and

WHEREAS, ORS 105.668(3) authorizes cities with populations less than 500,000 to adopt such limitation of liability by ordinance; and

WHEREAS, the City of Warrenton's ("the City") population is less than 500,000; and

WHEREAS, the City has trails or structures within its public easements and unimproved rights of way that may be used by the public for non-motorized activities such as walking, hiking, or biking; and

WHEREAS, the City Commission finds that the City's trails and structures are an important public amenity, that the public's use of such trails or structures is important for the health and enjoyment of the community, and that use should be encouraged; and

WHEREAS, the City Commission finds that it is important to protect the City, adjacent property owners, and certain nonprofit groups who provide the public with access to and perform maintenance for such trails and structures so that the public may continue to access such trails and structures; and

WHEREAS, the City Commission finds that adopting the limitation of liability in ORS 105.668(2) will provide the City, adjacent property owners, and nonprofit groups with such protection and will encourage the public's continued use of trails and structures in the City's public easements and unimproved rights of way.

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

Section 1. Findings. The above findings are hereby adopted.

Section 2. Limitation on Liability. The City of Warrenton Municipal Code is hereby amended as shown on the attached Exhibit A.

Section 3. Severability. If any provision, section, phrase, or word of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does in affect other provisions that can be given effect without the invalid provision or application.

Section 4. Continued Effect. All other provisions of the Warrenton Municipal Code shall remain unchanged and in full effect.

Section 5. Effective Date. This Ordinance shall be effective on the 30th day following its passage.

First Reading:

Second Reading:

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

Henry A. Balensifer III, Mayor

Attest: _____
Dawne Shaw, City Recorder

EXHIBIT A

Chapter 12.14 Limitation of Liability for Certain Claims Arising from the Use of Trails or Structures Within Public Easements and Unimproved Rights of Way Under ORS 105.668

12.14.010 Definitions.

As used in this chapter:

- A. "Public easement" means a platted or dedicated easement for public access that is accessible by a user on foot, horseback, bicycle, or other similar conveyance, but does not include a platted or dedicated public access easement over private streets.
- B. "Structures" means improvements in a trail, including, but not limited to, stairs and bridges, that are accessible by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance.
- C. "Trail" means a travel way for pedestrians, bicycles, and other non-motorized means of transportation.
- D. "Unimproved right of way" means a platted or dedicated public right of way over which a street, road or highway has not been constructed to the standards and specifications of the City with jurisdiction over the public right of way and for which the City has not expressly accepted responsibility for maintenance.

12.14.020 Liability Limited.

- A. A personal injury or property damage resulting from use of a trail that is in a public easement or in an unimproved right of way, or from use of structures in the public easement or unimproved right of way, by a user on foot, on a horse or on a bicycle or other nonmotorized vehicle or conveyance does not give rise to a private claim or right of action based on negligence against:
 - 1. The City of Warrenton.
 - 2. The City of Warrenton's officers, employees, or agents to the extent that the officers, employees, or agents are entitled to defense and indemnification under ORS 30.285.
 - 3. The owner of land abutting the public easement or unimproved right of way.
 - 4. A nonprofit corporation and its volunteers for the construction and maintenance of the trail or structures in a public easement or unimproved right of way.
- B. The immunity granted by this section does not extend to:

1. Except as provided by subsection (A)(2) of this section, a person that receives compensation for assistance, services, or advice in relation to conduct that leads to a personal injury or property damage.
2. Personal injury or property damage resulting from gross negligence or from reckless, wanton, or intentional misconduct.
3. An activity for which a person is strictly liable without regard to fault.



AGENDA MEMORANDUM

TO: Warrenton City Commission
 FROM: Matthew Ellis, AICP, Planning Director
 DATE: April 23, 2024
 SUBJ: Appointment of Residential Code Audit Advisory Committee

SUMMARY:

The City of Warrenton received a grant from the Oregon Department of Land Conservation and Development (DLCD) to audit the residential development code to update our standards to align with recent state law changes for middle housing and clear and objective standards.

As part of that grant, the City Commission will appoint a Residential Code Audit Advisory Committee to assist staff and the consultant. The Residential Code Audit Advisory Committee will receive briefings and provide recommendations to the Planning Commission and City Commission. Both the Planning Commission and City Commission will receive the same briefings as the Residential Code Audit Advisory Committee.

RECOMMENDATION/SUGGESTED MOTION:

"I move to appoint [NAMES] to the Residential Code Audit Advisory Committee."

FISCAL IMPACT

There are no fiscal impacts of the proposed code ordinance.

Approved by City Manager: _____

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: April 23rd, 2024
 SUBJ: Request to Declare Vehicle 2767-2005 Chevy Tahoe as surplus.

SUMMARY:

The city of Warrenton has taken delivery of a 2023 Ford F150 truck. This truck is replacing 2767 and is no longer being used. 2767 was offered to the marina but declined.

Currently, the staff is seeking City Commission approval to declare 2767 surplus following Warrenton Municipal Code 3.28.080-**General Methods. Surplus property may be disposed of by any of the following methods upon a determination by the City Commission that the method of disposal is in the best interest of the City of Warrenton. Factors that may be considered by the Solicitation Agent include costs of sale, administrative costs, and public benefits to the City of Warrenton. The Solicitation Agent shall maintain a record of the reason for the disposal method selected, and the manner of disposal, including the name of the person to whom the surplus property**

Staff suggests that the value of the 2767 could be as much as \$2,000. Staff recommends that we ask for sealed bids, **Code 3.28.080- Bids by public advertised invitation to bid.**

RECOMMENDATION:

The staff is recommending the City of Warrenton Commission declare the above-noted fire apparatus as surplus.

ALTERNATIVE:

The staff is not recommending an alternative currently.

FISCAL IMPACT:

Insurance will need to be maintained on the vehicles until disposed of. Staff would like to see money from the sale of this vehicle go to the apparatus replacement fund.

Approved by City Manager: _____

Esther Meloy

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Hanna Bentley, Deputy City Recorder
DATE: April 23, 2024
SUBJ: Committee Appointment

SUMMARY

At the December 12, 2023 meeting, the City Commission made various appointments to the City Advisory Committees. After these appointments, the Budget Committee was left with a vacancy. An appointment to fill the position was made at the April 9, 2024 meeting.

The remaining board and committee vacancies are as follows:

- Parks Advisory Board, Position 5, term end 12/31/2026
- Community Library Board, Position 2, term end 12/31/2027

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2668; authorizing appointments to fill positions on the Warrenton Budget Committee and setting terms of office."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager: _____

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

RESOLUTION NO. 2668

INTRODUCED BY: All Commissioners

AUTHORIZING APPOINTMENTS TO FILL POSITIONS ON THE WARRENTON BUDGET COMMITTEE AND SETTING TERMS OF OFFICE

BE IT RESOLVED, by the City Commission that the Warrenton Budget Committee Members and their terms of office are as follows:

Position No. 1	David Burkhart	Term Ending 31, December 2025
Position No. 2	Dan Sollaccio	Term Ending 31, December 2026
Position No. 3	Angelo Schauermann	Term Ending 31, December 2024
Position No. 4	Flint Carlson	Term Ending 31, December 2024
Position No. 5	William Kerr	Term Ending 31, December 2025

This Resolution shall take effect immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this 23rd day of April 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

RESOLUTION NO. 2669

Introduced by All Commissioners

A RESOLUTION ADOPTING MINISTORAGE FEES

WHEREAS, the City of Warrenton (“City”) owns and manages a ministorage facility located at 60 N. Iredale, Warrenton, Oregon; and

WHEREAS, members of the public currently store property in the units within the City’s ministorage facility; and

WHEREAS, the City desires to impose monthly storage fees for the public’s use of the City’s ministorage facility to be applied while the City manages its ministorage facility; and

WHEREAS, pursuant to ORS 294.160, the public had the opportunity to offer comment on the storage fees at the April 23, 2024, Commission meeting.

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton resolves as follows:

Section 1: The Warrenton City Commission hereby adopts the Ministorage Fee Schedule, as shown in Attachment A to this resolution.

Section 2: This resolution shall take effect on the date of its second reading.

Adopted by the City Commission of the City of Warrenton this 23rd day of April, 2024.

First reading: April 23, 2024

Second reading: May 7, 2024

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

RESOLUTION NO.2669
ATTACHMENT A

City-Managed Ministorage Fee Schedule

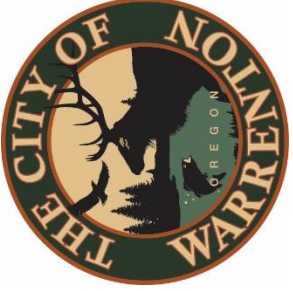
The following monthly storage fees shall apply to the City's ministorage facility while the ministorage facility is managed by the City:

Large exterior units:	\$250 per month
Large exterior double units:	\$500 per month
Small interior units:	\$100 per month
Small interior double units:	\$200 per month

Monthly storage fees will be prorated for any partial month and may be paid to the City in person or by mail with cash, check, or money order at the Finance Department front desk or 225 S. Main Ave, Warrenton OR, 97146.

Monthly storage fees are due on the first of every month. If monthly storage fees are not paid by the 10th of every month, then a late fee of 5% of the monthly storage fee will be added to the amount due. The City may foreclose upon delinquent units as permitted by Oregon state law.

ADD



April 23, 2024

To the Warrenton City Commission:

I nominate Aggie Cooley to Position No. 2 on the Warrenton Community Library Board.

Aggie was a faithful volunteer with the library pre-covid and is looking to be back and involved with the library again. She comes recommended from other board members and has a known track record of being a solid contributor to the function and longevity of the library

I think Aggie will be a splendid addition to the Community Library Board.

Sincerely,

Henry A. Balensifer III
Mayor

Recommended Motion:

I move to appoint Aggie Cooley to position number 2 on the Warrenton Community Library Board.

Alternatives: Do nothing and request the mayor submit a new slate of nominees.

Note: Karen Baltier-Long also applied, but being she is an officer on the Library Friends group, I believe it best to include Aggie into library board work.



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: April 23, 2024

SUBJ: Goods Contract for Mobile Data Computer Project

SUMMARY

The Warrenton Police Department budgeted A Capital Improvement Project to change and upgrade our Mobile Data Computers in our patrol vehicles. Currently the department uses iPads in our vehicles but all agencies in Clatsop County are in the process of migrating to a different RMS/CAD program that will need a Windows-based device. A ruggedized laptop is the logical choice for functionality and durability. I assigned Sgt. Pierce to work on the project and he ended up with three main companies that met our requirements. Ultimately, we decided to go with a Getac ruggedized laptop, Cradel Point wireless modem/router, along with all of the mounting hardware, etc. for our various vehicles. We were also fortunate that Getac and Cradle Point both have agreements with Day Wireless Systems who have built the last six vehicles we have purchased, so they will easily be able to add these units to our vehicles. The quote (see attached) for the project is **\$59,768.20** which is slightly under the \$59,800 that I estimated back in Spring of 2023 when I brought this CIP project forward.

RECOMMENDATION/SUGGESTED MOTION

Approve the Goods and Services contract between Day Wireless Systems and the City to purchase and install the mobile data computers into police vehicles and to have the Mayor sign the contract.

"I move to approve the Goods and Services contract between Day Wireless Systems and the City of Warrenton to purchase and install mobile data computers into police vehicles and to have the Mayor sign the contract."

ALTERNATIVE

Do not approve the contract and we will not be able to install the needed computers into the police vehicles.

FISCAL IMPACT

The computer purchase and installation were budgeted in the FY 2023-2024 CIP Budget for \$59,800.

ATTACHMENTS:

- City of Warrenton Contract for Goods and Services to be signed by the Mayor with Exhibit A, the quote document from Day Wireless Systems.

Approved by City Manager: _____

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

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

CONTRACT:

This Contract, made and entered into this ____ day of _____, 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Day Wireless Systems (39 International Way Longview, WA 98632), hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

W I T N E S S E T H

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Day Wireless Systems)

- A. CONTRACTOR shall provide goods and services for the City of Warrenton, as outlined in its attached #QO52644 quote, dated March 28, 2024, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

- A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$59,768.20 for providing goods and performance of those services provided herein;
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONTRACTOR may submit invoice via email to ap@ci.warrenton.or.us. CITY pays net 21 upon receipt of invoice.
- C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

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

5. CONTRACTOR'S REPRESENTATIVE

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

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

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

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part

of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

16. WORKMEN'S COMPENSATION

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

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

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

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

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

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

18. PAYMENT OF MEDICAL CARE

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

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

The standard of care applicable to contractor's services will be the degree of skill and diligence normally employed by contractors performing the same or similar services at the time CONTRACTOR'S services are performed. CONTRACTOR will re-perform any services not meeting this standard without additional compensation.

20. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONTRACTOR and has no third party beneficiaries.

21. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

22. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

BY: _____
Henry Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

Updated 04/20



Day Management Corp.
 Day Wireless Systems
 39 International Way
 Longview WA 98632
 United States

Quote #QO52644

Customer ID: 13899

Date 03/28/2024
Terms NET 30-GOV
Expires 06/14/2024
Representative Doug Fowler
Direct Phone (503) 871-1768
E-Mail DFowler@daywireless.com
Shop Phone (360) 423-3690
Customer Contact MATHEW WORKMAN
Contact Phone (503) 861-2235
Project Name GETAC PROJECT V110 MODEL

Bill To

Warrenton, City of
 225 S Main St
 PO Box 250
 Warrenton OR 97146
 United States

Ship To

Warrenton, City of
 225 S Main St
 PO Box 250
 Warrenton OR 97146
 United States

Quantity	Description	Rate	Amount
*****GETAC PROJECT MODEL V110 *****			
8	GETAC:V110G7: i5-1235U, WinHello, Win11+16GB, 256GB SSD, SR FHD LCD+TS+stylus, Backlit KBD, WIFI+BT+4G+GPS+PT, USB Type-Ax2+Type-Cx1+SCR, 3 Yr B2B Warranty PN= VSCP6PJAB4XA	\$3,178.00	\$25,424.00
8	GETAC:Bumper to Bumper + Extended Warranty- Tablet (Year 4 & 5) - Getac, Tablet&Notebook (A/ B/ F/ K/ V/UX/X600 Series), Bumper-to-Bumper+Extended Warranty, 5, Years PN=GE-SVTBNFX5Y	\$513.00	\$4,104.00
8	GETAC:V110 Havis Tri Pass-through Vehicle Dock & Replication with screen stiffener (Black) (DC power adaptor sold separately) PN=GDVPHM	\$761.00	\$6,088.00
8	95 Watt Power Supply	\$198.40	\$1,587.20
8	CRADLE POINT R1900 with one year of cradle care. pn= MB01-19005GB-GA	\$1,765.00	\$14,120.00
8	PANORAMA LOW PROFILE 7-IN-1 DATA ANTENNA FOR R1900 MODEM 7-IN-1 LOW PROFILE SHARKFIN KIT GPSD4-7-49-D+FITTED C29/C32 5M CABLES PN=GP-IN2850	\$573.00	\$4,584.00
3	LAPTOP MOUNTING BRACKET-REQUIRES VEHICLE TO HAVE COMMAND CONSOLE AS MOUNTING SURFACE	\$148.00	\$444.00
3	UNIVERSAL SWING ARM COMPUTER MOUNT	\$294.00	\$882.00
1	2130 UPFITTING LABOR-FOR 3 VEHICLES THAT ALREADY HAVE MOUNTING BASE AND SWINGARM. WORK TO BE PREFORMED, INSTALL MDT DOCK AND PWR SUPPLY, R1900 MODEM AND ROOF MOUNTED ANTENNA	\$960.00	\$960.00
1	2130 UPFITTING LABOR-FOR 3 VEHICLES INSTALL MDT MOUNT SYSTEM AND PWR SUPPLY, R1900 MODEM AND ROOF MOUNTED ANTENNA	\$1,200.00	\$1,200.00
1	Shipping	\$375.00	\$375.00
Subtotal			\$59,768.20
Total			\$59,768.20



Quote #QO52644

Customer ID: 13899

LEGAL NAME OF PURCHASER

P.O. NUMBER

AUTHORIZED SIGNATURE

DATE

By approving this quotation, the customer is agreeing to purchase the items listed in the quote. The customer will be invoiced for the items as they arrive at a DWS facility and is expected to pay according to the terms of the quote or Net30. If the customer cancels any part of the order, the equipment must be picked up from the DWS facility. Normally stocked items may be returned for a 20% restocking fee, but non-stock items are not eligible for return and must be picked up and paid for in full at the DWS facility. Shipping and handling charges, as well as any applicable sales tax, may be included on the invoices. The terms of the order are subject to credit review. This quote is subject to review by management for completeness and accuracy, and prices are firm for 30 days unless otherwise stated. If paying by card the processing fee will be charged up to 3.5% of the transaction.

* Customers should reference the quotation number on any correspondence or purchase orders. *

* There may be a \$25 charge for insufficient funds and a 1.5% late fee may apply. *

City of Warrenton
City Building Expansion Study
Status Report





1500 NE Irving Street, Suite 200
Portland, Oregon 97232
(503) 423-4000

Executive Summary and Key Appendices from the Warrenton Wastewater Facility Plan

June 2023



Prepared for
City of Warrenton
45 SW 2nd Street
Warrenton, Oregon 97146

KJ Project No. 2176013.00

KJ Kennedy Jenks

Executive Summary

The City of Warrenton (City), Oregon has experienced substantial population growth over the past several years, and that population growth is expected to continue. The City operates a Sequencing Batch Reactor (SBR) wastewater treatment plant (WWTP) that is rapidly nearing capacity due to increased flows associated with population growth. A condition assessment of the wastewater treatment facility revealed that some equipment is nearing the end of its useful life and needs to be replaced. For these reasons, the Warrenton WWTP needs an expansion and upgrade.

The City’s wastewater collection system is also in need of upgrades. A condition assessment indicated that several sewer collection pipes have defects such as separated joints, holes, and root intrusion. Some manholes in the collection system also have damage. These defects contribute to inflow and infiltration (I&I) which increases peak flowrates to the WWTP and can negatively affect treatment efficiency. Given the City operates numerous pump stations within the sewer system, maintenance upgrades are ongoing and are recommended as part of this project for two pump stations.

Population projections from Portland State University’s (PSU) Population Research Center (PRC) and United States Census data for Warrenton were used to project population through the 2043 plan year. It is estimated that Warrenton’s population will increase by 2.32 percent (%) annually. This accounts for potential industrial growth in the service area. The 2043 population projection, flow projections, and loading projections are summarized in Table ES-1 below.

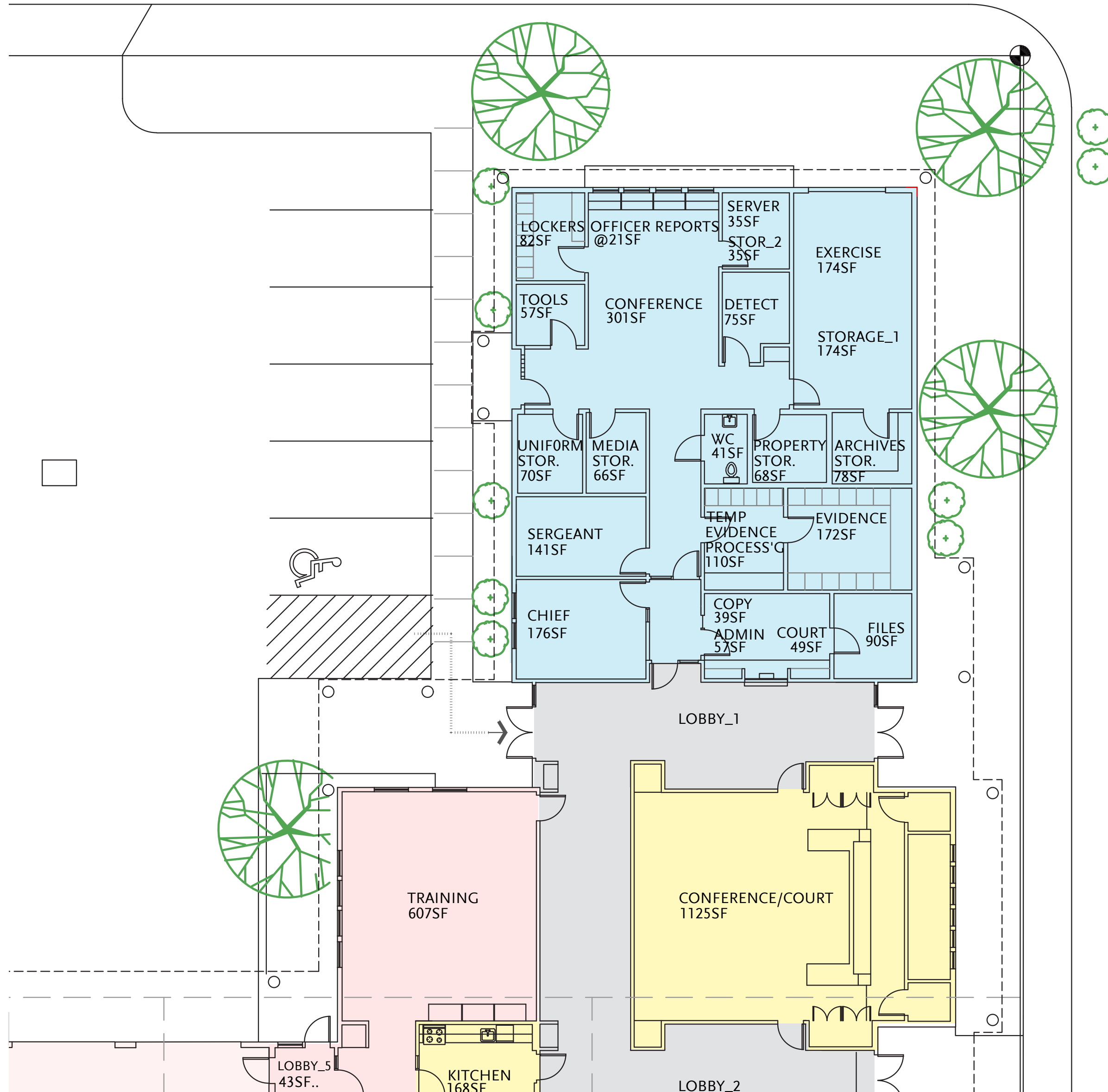
Table ES-1: Warrenton 2043 Population, Flow, and Loading Projections Summary

Population	10,403
Flows in Million Gallons per Day (MGD)	
Annual Average Flow (AAF)	1.48
Peak Daily Average Flow (PDAF ₅)	3.53
Maximum Monthly Wet Weather Flow (MMWWF)	3.53
Maximum Month Dry Weather Flow (MMDWF)	1.90
Peak Instantaneous Flow, or Peak Hourly Flow (PIF ₅)	4.79
Loading in Pounds per Day (PPD)	
Peak Daily BOD ₅	3470
Average Daily BOD ₅	2540
Peak Daily TSS	5210
Average Daily TSS	2460

Using these flow and loading projections, five liquid stream treatment alternatives were developed to address plant capacity, operational challenges and more stringent effluent

Wastewater Treatment Facilities Master Plan
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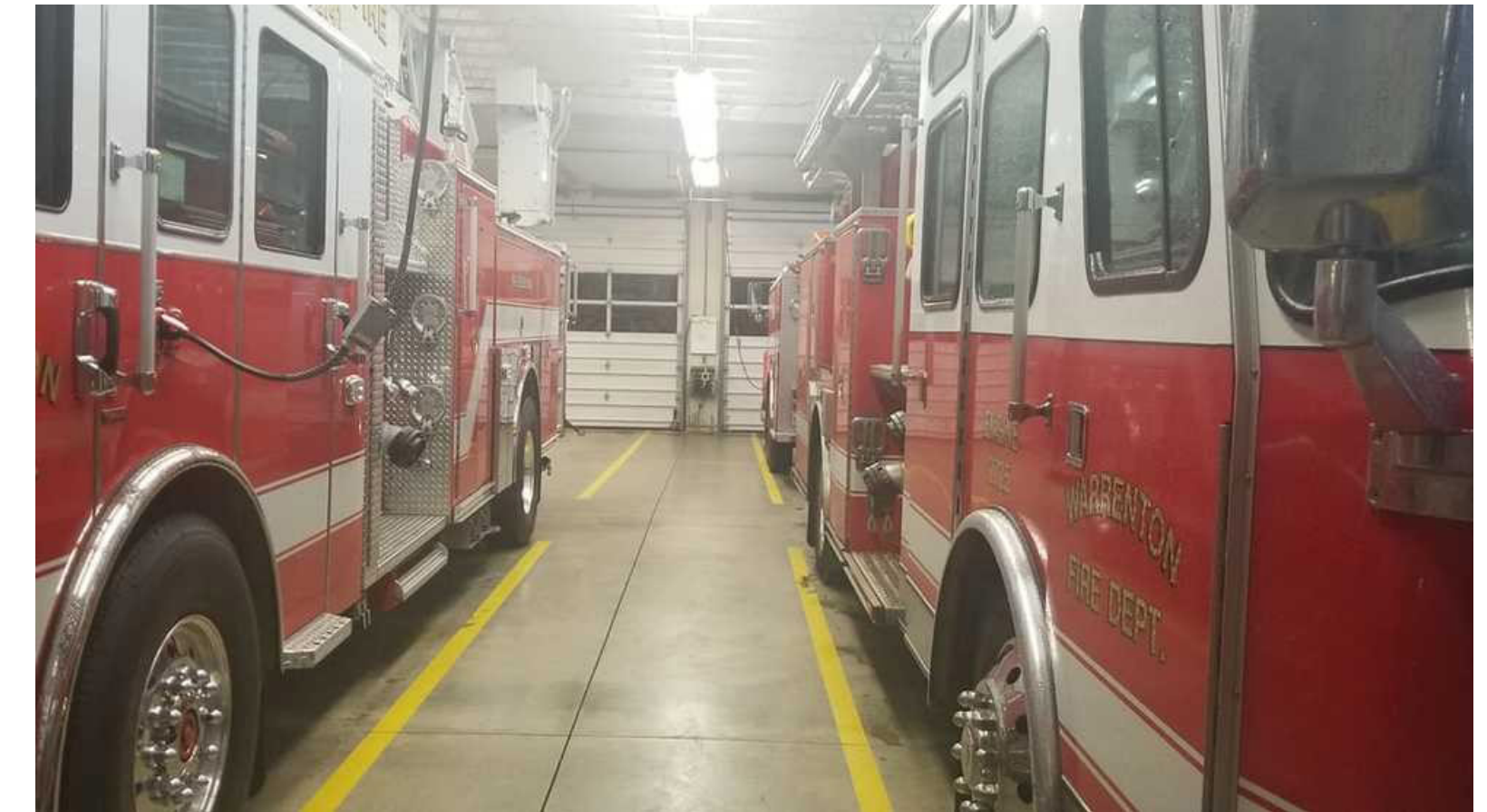
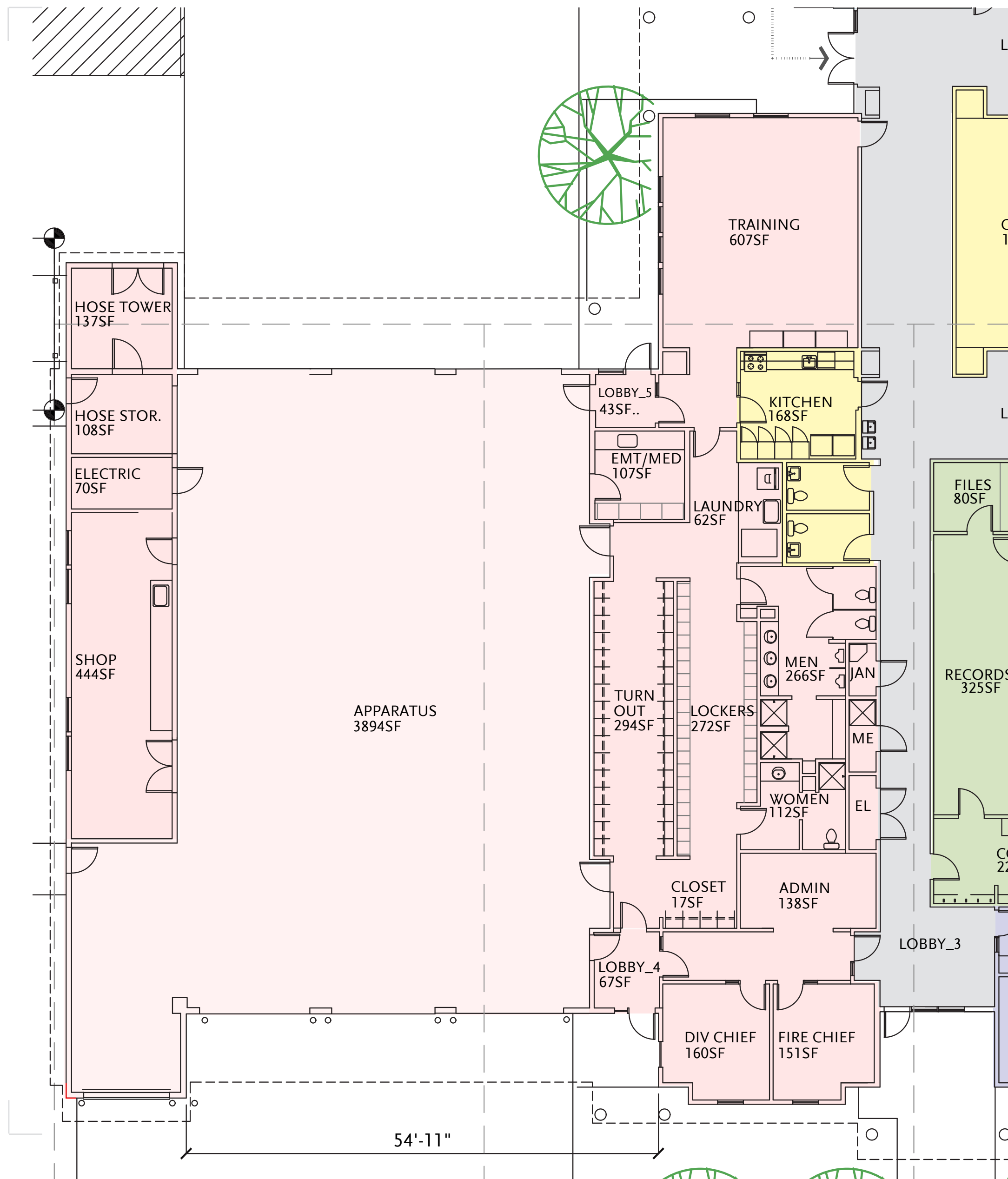
ES-1



Police

	Current				Recommended			
	Q	@	SF	Total	Q	@	SF	Total
Staff				392				578
Chief	1		176		1		176	
Sergeant 1	1		141		1		141	
Sergeant 2					1		141	
Detective	1		75		1		120	
Officers	9				12			
Code Enforcement					1			
Administration				106				200
Police Clerk (s)	1		57		1		200	
Court Clerk	1		49					
Reporting				84				300
Officer Reporting Desks	4	21	84		10	30	300	
Conference				301				1515
Conference - Public					1		175	
Interview							120	
Team Conference	1		301		1		350	
Chief's Conference					1		120	
Training Room					1		750	
Evidence				282				720
Evidence Drop Off					1		100	
Evidence Processing	1		110		1		140	
Evidence Drying					1		80	
Evidence Storage	1		172		1		300	
Evidence Refrigerated					1		100	
HazMat				0				100
Haz Mat					1		100	
Storage				638				1370
Files	1		90		1		200	
Archives	1		78		1		200	
Property	1		68		1		120	
Uniform	1		70		1		120	
Armory					1		120	
Media (swag/giveaways)	1		66		1		120	
Tools	1		57		1		120	
General Storage_1	1		174		1		250	
General Storage_2	1		35					
Court Storage					1		120	
Bikes								
Amenities				256				850
Exercise	1		174		1		300	
Lockers	1		82		1		300	
Break Room					1		250	
Support				115				598
Copy Area/Room	1		39		1		120	
Server	1		35		1		100	
Restroom - M/F	1		41					
Restroom - Male					1		266	
Restroom - Female					1		112	
Subtotal	14 FTE			2174	18 FTE			6231
Circulation				548				1571
Total				2722				7802
Sworn Officers	12				16			287%

Police



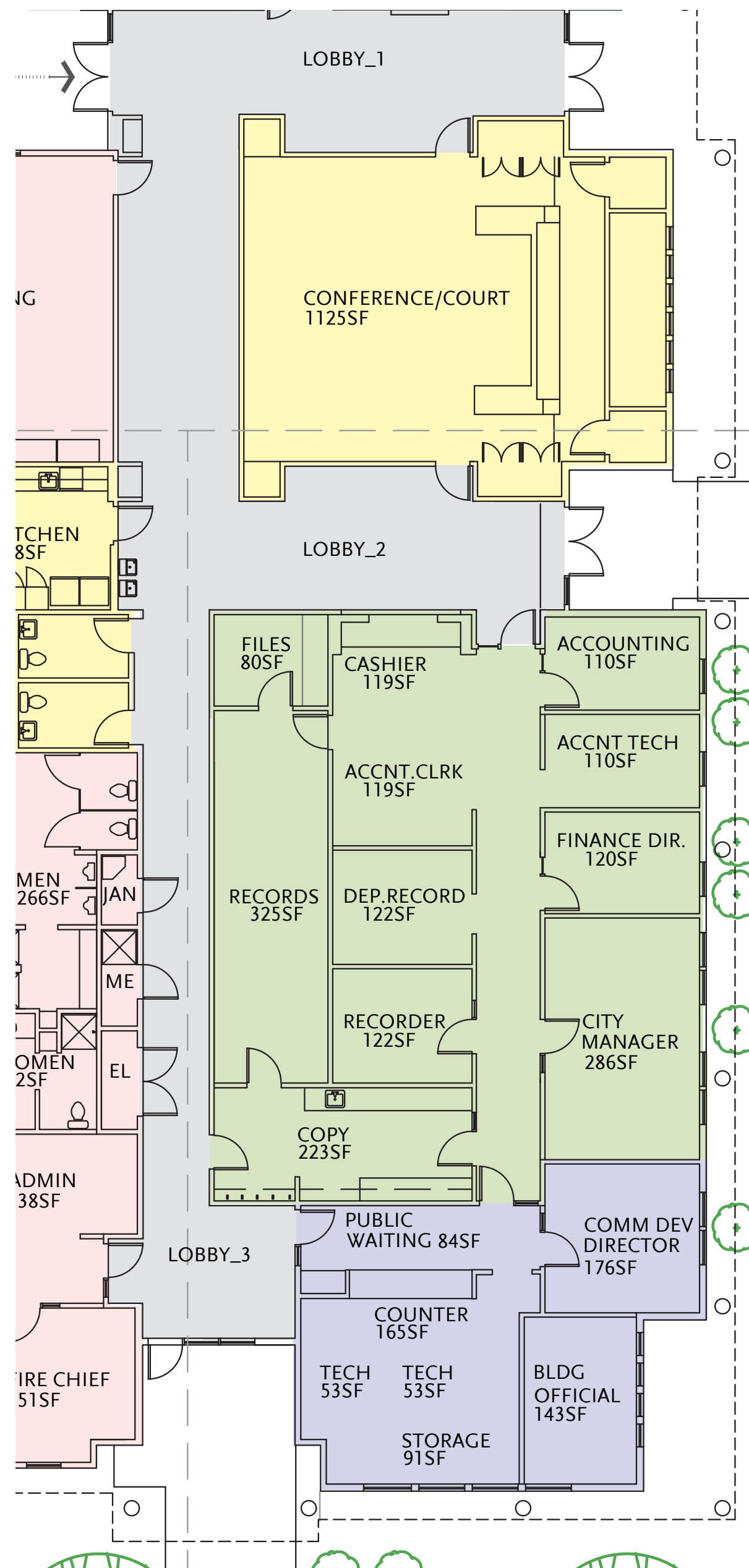
Fire

	Current				Recommended			
	Q	@	SF	Total	Q	@	SF	Total
Apparatus				4,031				4,031
Apparatus (3 long+1)			3,894				3,894	
Hose Tower			137				137	
Staff				292				520
Chief	1	151	151		1		240	
Division Chief/Training	1	141	141		1		140	
Fire Marshall					1		140	
Lieutenants					3			
Fire Fighters					3			
Administration				138				140
Administrator			138		1		140	
Copy Area/Room								
Public				67				120
Lobby			67				120	
Conference				607				850
Training			607				850	
Storage				17				250
Storage			17				250	
App Bay Support				1,665				1,804
EMT/Medical			107				120	
Hose Storage			108				108	
Shop			444				444	
Lockers			272				250	
Turnout			294				250	
Restroom - Male			266				266	
Restroom - Female			112				266	
Laundry - Turnout			62				100	
Day Amenities				0				650
Day Room (inc desks)							350	
Exercise							300	
Dept Support				70				280
Janitor							50	
Server							80	
Electric			70				70	
Mechanical							80	
SubSubtotal 1				6,887				8,645
Circulation				859				1246
Subtotal 1				7,746				9,891
Interns	0				3			
Volunteers	20				30			
Sleeping								905
Sleeping Rooms					5	130	650	
Restroom/Shower					3	85	255	
Amenities								750
Living/Dining/Kitchen							400	
Intern Break Room							250	
Laundry							100	
SubSubtotal 2			0					1,655
Circulation								414
Subtotal 2				0				2,069
Total				7,746				11,960
								154%

14.4%

25.0%

Fire



Administration, Building + Planning

CITY OF WARRENTON
CITY BUILDING EXPANSION STUDY

City of Warrenton - Administration

April 23, 2024

	Current				Recommended			
	Q	@	SF		Q	@	SF	
Staff				1108				1108
City Manager	1		286		1		286	
Finance Director	1		120		1		120	
Accountant	1		110		1		110	
Accounting Tech	1		110		1		110	
Accounting Clerk	1		119		1		119	
Cashier	1		119		1		119	
Recorder	1		122		1		122	
Deputy Recorder	1		122		1		122	
Conference				0				250
Conference					1		250	
Storage				405				570
Files	1		80		1		120	
Records	1		325		1		450	
Amenities				0				320
Break Room					1		200	
Health Room					1		120	
Support				223				390
Copy Area/Room	1		223		1		120	
Server					1		100	
Restroom - Male					1		85	
Restroom - Female					1		85	
Subtotal	6 FTE			1736	6 FTE			2638
Circulation				454				660
Total				2190				3298
								151%

City of Warrenton - Building & Planning

April 23, 2024

	Current				Recommended			
	Q	@	SF		Q	@	SF	
Staff				425				655
Community Dev Dir	1		176		1		176	
Planner					1	64	84	
Building Official	1		143		1		143	
Residential Inspector	1				1		84	
Permit Tech	1		53		1		84	
Planning Tech	1		53		1		84	
Conference				0				200
Conference - Public					1		200	
Public Area				249				550
Waiting	1		84		1		250	
Counter Area (2 sides)	1		165		1		300	
Storage				91				320
File	1		91		1		120	
General Storage_1					1		200	
Amenities				0				200
Break Room					1		200	
Support				74				390
Copy Area/Room	1		39		1		120	
Server	1		35		1		100	
Restroom - Male					1		85	
Restroom - Female					1		85	
Subtotal	5 FTE			839	6 FTE			2315
Circulation				210				579
Total				1049				2894
								276%

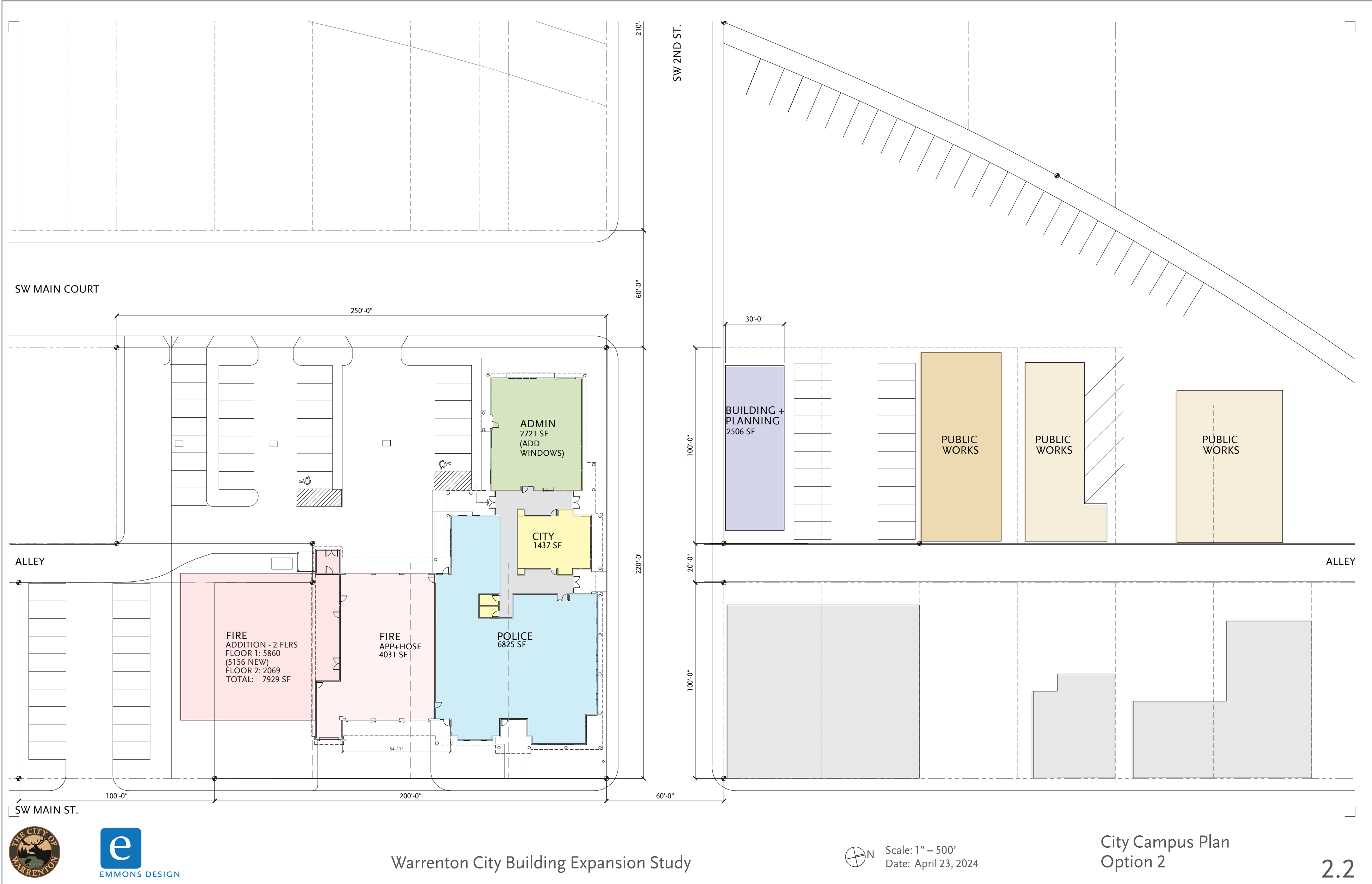
Administration

Building + Planning

Administration, Building + Planning



OPTION 1



OPTION 2

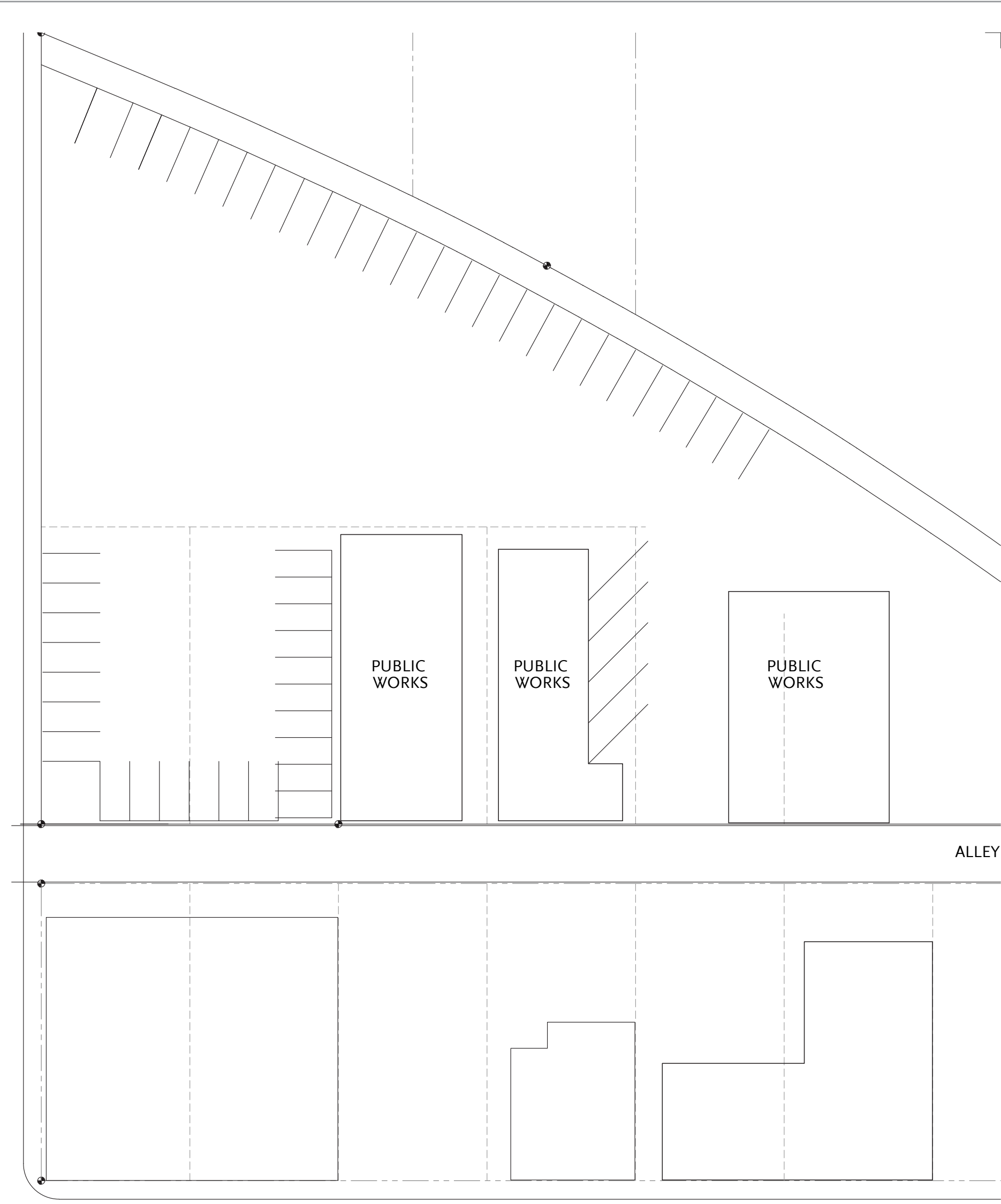


Warrenton City Building Expansion Study

Scale: 1" = 500'
Date: April 23, 2024

City Campus Plan
Option 3

2.3



OPTION 3