



# City of Warrenton City Commission Agenda

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, March 11, 2025

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

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

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

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

You may provide public comment using the following methods:

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

## City Commission Regular Meeting 6:00 PM

### 1. Call to order

### 2. Pledge of Allegiance

### 3. Consent Calendar

- A. City Commission Meeting Minutes 2025.02.25
- B. Parks Advisory Board Minutes 2024.12.09
- C. Harbormaster Report – February 2025
- D. Marina Advisory Committee Minutes 2025.01.27
- E. 11<sup>th</sup> Street Sewer Development Agreement
- F. Oxford House Update

### 4. Commissioner Reports

### 5. Public Comment

### 6. Public Hearings

- A. Rezone and Site Design Review – Lum's Village

### 7. Business Items

- A. Consideration of Resolution No. 2700; Annual Moorage Rates – Adoption
- B. Consideration of City Water Policy - Ordinance No. 1292
- C. Consideration of City Commission Goals; 2025-2027

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.

## **8. Discussion Items**

- A. Support for Pursuit of the Moderate-Income Revolving Loan (MIRL) Fund for Fort Point Housing Project

## **9. Good of the Order**

## **10. Executive Session**

## **11. Adjournment**



## City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146  
Tuesday, February 25, 2025

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

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

Staff Members Present	
City Manager Esther Moberg	Finance Director Jessica Barrett
Deputy City Recorder Hanna Bentley	Harbormaster Jessica McDonald
Police Chief Mathew Workman	Interim Public Works Director Dale McDowell
Municipal Court Clerk Valerie Carlson	Fire Chief Brian Alsbury

Mayor Balensifer requested to add item 5A noting that someone from the Oxford House is at the meeting to speak and answer any questions regarding the Oxford House. There were no objections.

### 3. Consent Calendar

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

- A. City Commission Meeting Minutes 2025.02.11
- B. Community Center Advisory Board Minutes 2024.11.20
- C. Marina Advisory Committee Minutes 2024.12.16
- D. Police Department Monthly Report January 2025
- E. OLCC License Application Battery 245

<b>Motion:</b>	Move to approve the consent calendar as presented.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Dyer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

### 4. Commissioner Reports

Commissioner Sollaccio provided an update on Spruce up Warrenton and noted the upcoming Easter Egg Hunt. She also provided an update on the Clatsop Community Health Advocacy and Resource Team.

Commissioner Mitchell noted events he recently attended; VFW event giving quilts to thank veterans for their service, and the Town Hall with Senator Merkley and Congresswoman Bonamici.

Mayor Balensifer thanked Commissioner Mitchell for attending the Town Hall in his absence. He noted that while the town hall was happening, he was at the Oregon National Guard Association Conference. He noted he met two representatives from the federal reserve that were looking at economic conditions. He also met with Business Oregon.

## 5. Public Comment

Jeanne Edwards stated she was speaking for the David W Thomson revocable trust. She noted she is requesting an adjustment on her unpaid utility bill.

### A. Oxford House Representative

Aaron Philps from the Oxford house spoke to the Commission. He provided a summary of what the Oxford house is. He discussed the new member packet and house rules. He noted they want to live peacefully in their neighborhood.

## 6. Public Hearings – None

## 7. Business Items

### A. City of Warrenton Audit Report; Fiscal Year End 6.30.24 - Presentation:

Paul Neilson of Isler CPA presented the audit results for FYE 6.30.2024. He noted there were no significant finds, and that the city could last 170 days if they didn't receive any more money.

### B. Consideration of Moorage Rates Update – Resolution No. 2700:

Harbormaster Jessica McDonald discussed an update to moorage rates as outlined in Resolution No. 2700. Commissioner Sollaccio asked if they did a rate comparison on other fees such as garbage; McDonald noted they did not do a full comparison due to raising the rates the past year. There was brief discussion on liveaboards.

<b>Motion:</b>	Move to conduct the first reading, by title only, of Resolution No. 2700.				
<b>Moved:</b>	Dyer				
<b>Seconded:</b>	Sollaccio	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

Mayor Balensifer conducted the first reading, by title only, of Resolution No. 2700; Amending Marina Rates and Fees, Repealing Resolution No. 2645.

C. Consideration of Nuisance Declaration – 1275 SE King Street/SE 13<sup>th</sup> Street:

Code Compliance Officer Christian Salinas discussed a nuisance property at 1275 SE King Street. He noted progress has been made on the property since he informed the property owner of the property becoming a nuisance. The property owner and tenant were not present at the meeting. Salinas stated a notice of the meeting was hand delivered. There was brief discussion on how to proceed with declaring the property a nuisance and assessing fines. Moberg reviewed how nuisances were handled prior to having a code enforcement officer. The Mayor and Commissioners shared their thoughts on how to proceed. There was discussion on code requirements and steps staff need to take.

<b>Motion:</b>	Move to declare a property at 1275 SE King St/ SE 13 <sup>th</sup> St based on the findings and conclusions of staff report dated February 25, 2025, that it is a public nuisance.				
<b>Moved:</b>	Dyer				
<b>Seconded:</b>	Sollaccio	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

There was brief discussion on the fine. Moberg noted that this case will set a precedent for the code enforcement officer.

<b>Motion:</b>	Move to approve a two week period of abatement and that a fine of \$1000 be assessed and a court date be set for the nuisance on 1275 SE King St./ SE 13 <sup>th</sup> St.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Dyer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

There was discussion on reviewing the nuisance code. Mayor Balensifer asked Moberg if the commission could set a time with legal to review the nuisance code sometime after April.

D. Consideration of Two Trailer Mounted Pumps – Purchase Approval:

Interim Public Works Director Dale McDowell discussed the need for two diesel-driven pump machines to enhance the ability to perform water and sewer pumping operations in-house. He noted the pumps are approved in the CIP. There was brief discussion on pump stations and ensuring the pumps and generators have commonality.

<b>Motion:</b>	Move to approve the purchase of two Godwin Dri-Prime NC1505 Critically Silenced Diesel-Driven Pumps.
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<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Dyer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

E. Consideration of Easements Approval for Water Main Extension:

McDowell discussed easements for Martin Nygaard's extension project on vacant land near Dolphin Rd. He explained the easement, and note the easement started in 1995; he stated the water line is already at the property and that this is a housekeeping issue.

<b>Motion:</b>	Move to approve required easements for the previously installed Martin Nygaard watermain extension.				
<b>Moved:</b>	Sollaccio				
<b>Seconded:</b>	Dyer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

Mayor Balensifer asked about the Hammond waterline project; McDowell noted that they will be going out to bid shortly and that there is grant money.

F. Consideration of Municipal Judge Contract Review:

Mayor Balensifer reviewed the Municipal Judge contract process. Moberg discussed the contract for the City's Municipal Judge, noting the current judge has been in place since 2021.

<b>Motion:</b>	Move to authorize the City Manager to issue an RFP for a City Municipal Judge and make recommendations for updates to the contract terms.				
<b>Moved:</b>	Mitchell				
<b>Seconded:</b>	Dyer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
<b>Passed:</b>	4/0				

8. Discussion items – None

9. Good of the Order

Commissioner Sollacio noted that the Food Web is at risk of closing if they do not receive currently frozen funds.

City Manager Esther Moberg thanked Interim Public Works Director Dale McDowell and noted the new Public Works Director will be starting in the beginning of March. Mayor Balensifer thanked him for all of the work he has done.

Mayor Balensifer asked if staff have been working on a water policy. Moberg responded.

**10. Executive Session - None**

**11. Adjournment**

There being no further business, Mayor Balensifer adjourned the meeting at 7:24 pm.

Approved:

Attest:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder



# City of Warrenton Parks Advisory Board

## Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday, December 9, 2024

1. Parks Advisory Board meeting called to order at 4:01 pm.
2. Pledge of Allegiance

Parks Board Members	Present	Excused
Anya Schauermann		X
Ron Dyer	X	
Sammi Beechan	X	
Bert Little	X	
Brooke Terry	X	
Sara Long, Chair	X	

Staff Members Present	
City Manager, Esther Moberg	Public Works Director, Greg Shafer
PW Executive Secretary, Savannah Cummings	

### 3. Consent Calendar

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

#### A. Parks Advisory Board Meeting Minutes – 10.14.2024

<b>Motion:</b>	Move to approve the consent calendar as presented.				
<b>Moved:</b>	Ron Dyer				
<b>Seconded:</b>	Sara Long	<b>Aye</b>	<b>Nays</b>	<b>Absent</b>	<b>Recused</b>
<b>Vote:</b>	Schauermann			X	
	Dyer	X			
	Beechan	X			
	Little	X			
	Terry	X			
	Long	X			
<b>Passed:</b>	5/0				

### 4. Reports

#### A. Warrenton Kids Inc.

Following up from the previous meeting, no new President has been announced. Board member Bert Little will share the contact information for Warrenton Kids Inc. so an invitation to future board meetings can be made.

B. Public Works Operations – Greg Shafer, Public Works Director

Greg Shafer, the Public Works Director spoke briefly, largely centering his comments around announcing this would be his final Parks Advisory Board Meeting, as he is retiring at the end of the year. City Manager Esther Moberg assured the Board that there will be an interim Director at the first Parks Advisory Board meeting of the new year.

C. Warrenton Parks Alliance – Brooke Terry

Board Member Brooke Terry reported that the Warrenton Parks Alliance met monthly, with the December meeting scheduled for the 10<sup>th</sup>. Chairperson Sara Long asked that Board member Brooke Terry coordinate with the Warrenton Parks Alliance to invite and ensure that a member will be present at future Parks Advisory Board meetings. Brooke agreed to invite the members of the Parks Alliance to the Parks Advisory Board meetings. Board member Brooke Terry also reported that the Warrenton Parks Alliance was working on creating goals to accomplish, one short-term goal, a medium-term goal and a long-term goal. City Manager Esther Moberg advised that all goals made by the Warrenton Parks Alliance be brought to the Public Works Director for review and approval. Board member Brooke Terry concluded with informing the Parks Advisory Board that the surveys conducted by the Warrenton Parks Alliance were going well and they plan to utilize more surveys in the spring when the weather is more favorable.

**5. Business Items**

A. City Website Trails Map List

City Manager, Esther Moberg sent out a master list of the trails to the Parks Advisory Board and is waiting for updates from the Warrenton Parks Alliance on the accuracy of the information. She acknowledged that more information may be given when the weather is better and more people are likely to take advantage of the trail system. She also showed the Parks Advisory Board the new trail signs, which were appreciated and admired. They will be installed in the Spring, when the ground is not as wet.

B. Community Garden Relocation

Board Members Ron Dyer and Bert Little informed the Parks Alliance Board of an additional option to the material used in creating garden beds, having researched some. They presented Bego Beds, which are a metal trough looking bed, with no metal piece on the bottom. Board member Bert Little described the process of preparing the beds for use would require use of the branches and sticks as a base layer followed by mulch and dirt. Board member Ron Dyer suggested that he would check with Home Depot and see if any materials were available for donation. The community Garden project will be fully started when the ground is clear. Public Works Director Greg Shafer reported that Public Works Crews have made headway in their clearing of the brush pile, before the weather turned and will resume as weather and time allows. Public Works Director Greg Shafer also cautioned that the material in Bego Beds (the metal siding) works well in a home garden but may deteriorate faster because the material is easily dented and the likelihood of being struck by machinery is high within this space. City Manager Esther Moberg concluded this item by explaining the difficulty of funding and making this project and opportunity available to people within the community as the City does not have the budget to finance it. All materials and maintenance must be donated or funded by efforts from the Parks Advisory Board or Warrenton Parks Alliance.

C. WIKI Field

Board member Ron Dyer reported that there are no significant updates. He is waiting for information from an irrigation company on the logistics of irrigating Field 2.

D. Voting on Chair

<b>Motion:</b>	Vote to sustain the Board Chairperson, Sara Long				
<b>Moved:</b>	Ron Dyer				
<b>Seconded:</b>	Bert Little	<b>Aye</b>	<b>Nays</b>	<b>Absent</b>	<b>Recused</b>
<b>Vote:</b>	Schauermann			X	
	Dyer	X			
	Beechan	X			
	Little	X			
	Terry	X			
	Long	X			
<b>Passed:</b>	5/0				

E. Voting on Vice Chair

<b>Motion:</b>	Vote to sustain the Board Vice-Chairperson, Sammi Beechan				
<b>Moved:</b>	Brooke Terry				
<b>Seconded:</b>	Ron Dyer	<b>Aye</b>	<b>Nays</b>	<b>Absent</b>	<b>Recused</b>
<b>Vote:</b>	Schauermann			X	
	Dyer	X			
	Beechan	X			
	Little	X			
	Terry	X			
	Long	X			
<b>Passed:</b>	5/0				

6. Discussion Items

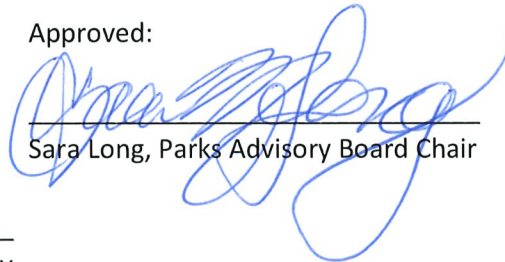
A. Adopt-A-Park Policy

Parks Advisory Board Chairperson Sara Long opened this discussion item with an inquiry of any comments and concerns over the necessity of enacting this policy. Vice Chairperson Sammi Beechan voiced that this policy was seemingly unnecessary and undesired within the community at this time. The Board unanimously agreed to remove this item from the discussion items in future meetings until more information and interest is brought forward. City Manager Esther Moberg supported this decision stating that focusing on projects that the community is interested and invested in is an excellent way to be strategic in their goals and efforts to gain community support. Chairperson Sara Long closed this discussion item by inviting board members to invite the community to join the board meetings, and encourage more involvement.

7. Adjournment

There being no further business, Chairperson Sara Long adjourned the meeting at **4:42 p.m.**

Approved:

  
Sara Long, Parks Advisory Board Chair

Attest:

  
Savannah Cummings, Public Works Executive Secretary



# WARRENTON & HAMMOND MARINAS HARBORMASTER REPORT

FEBRUARY, 2025 // PREPARED BY JESSICA MCDONALD



## WARRENTON & HAMMOND MARINAS

*Harbormaster Report: February 2025*

### MONTH IN BRIEF

#### **Introduction:**

Tyler is back from leave after February 18th, bringing renewed energy to dock repairs. Staff have reviewed their winter priorities, checked off completed maintenance tasks, and re-prioritized for spring. Kim accomplished an incredible amount of dock prep work this winter while Tyler was away, and the team is now ready to install over 200 feet of dock, with more to come!

Shara has contributed both in the office and in the field, filling in where ever needed and helping us achieve many of our goals. Don has been fantastic at keeping materials on hand and organizing projects for staff. The entire marina team has stepped up and accomplished so much over the past year, and we're excited to showcase our spring repairs in the coming months.

We are still conducting interviews for the third marina maintainer position and are hopeful that once the role is filled, we will be able to accomplish even more.

#### **Key Activities:**

##### 1. Completed Projects

- Hammond Parking Lot Lights

##### 1. Projects in Progress

- OSMB Grant & Possibly DOT Grant
- Hammond Dredge Permit
- Updating Resolution
- Pile Replacement Permitting in Warrenton and Hammond Marinas
- Warrenton and Hammond Marina redesign
- Warrenton Commercial Gates
- Warrenton Pier Ladders
- Dock repairs and rebuilds



## WARRENTON & HAMMOND MARINAS

*Harbormaster Report: February 2025*

### PROJECTS IN PROGRESS

#### **Grant Opportunities**

The Oregon State Marine Board (OSMB) grant is due on March 14, 2025, and staff are diligently working on the application to replace the center loading dock on the Hammond Marina launch lanes. Additionally, staff are exploring other potential grant opportunities for the marina, including a possible Department of Transportation grant for Warrenton's Commercial E Dock.

#### **Hammond Dredge Permitting**

Surveys were conducted in the Hammond Marina on February 14, 2025. Once we receive the results, we will be able to evaluate how much sediment has accumulated since the last dredging in 2019-2021 and proceed with completing our dredge permitting for the next five years.

#### **Updating Resolution**

Staff will be presenting an updated Resolution No. 2700 to the City Commission during the next two commission meetings, based on the recommendation from the Marina Advisory Board.

#### **Pile Permitting**

We have submitted permits to DSL, the Army Corps of Engineers, and DEQ and are hopeful that approvals will be in place soon. Once finalized, we can begin planning for the critical pile replacement needed in both marinas.

#### **Warrenton and Hammond Marina Redesign:**

The redesign projects are progressing well and remain on schedule for completion by May 2025. A joint session has been scheduled for March 11, 2025, to review the Warrenton and Hammond redesign plans and gather feedback from the Commission and Advisory Boards.

#### **Warrenton Commercial Dock Security Gates**

The gate project exceeded the budget for 2024-2025. Staff are reevaluating the project and will present an updated plan during the Capital Improvement Planning sessions.



## WARRENTON & HAMMOND MARINAS

*Harbormaster Report: February 2025*

### PROJECTS IN PROGRESS

#### Warrenton Pier Ladders

Ladders have been delivered and will be installed over the next two weeks when all staff are scheduled, as the installation requires a full team effort.

#### Dock Repairs and Rebuilds

We have prepped over 200 feet and will continue prepping additional sections over the next couple of months. In March and April, many of the sections will be installed, and we'll have more progress photos showcasing all the crew's hard work!





# City of Warrenton Marina Advisory Committee Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Monday January 27, 2025

## 1. Marina Advisory Committee meeting called to order at 2 p.m.

Members	Present	Excused
Jen Fowler, Chair	X	
Bill Kerr	X	
Larry Ausman	X	
Mike Balensifer	X	
Lylla Gaebel	X	

Staff Members Present	
Jessica McDonald	Harbormaster
Shara Ford	Marina Office Secretary

## 2. Consent Calendar

### A. Meeting Minutes December 16, 2024

<b>Motion:</b>	Move to approve the consent calendar as presented.				
<b>Moved:</b>	Balensifer				
<b>Seconded:</b>	Kerr	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote:</b>	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
<b>Passed:</b>	5/0				

## 3. Public Comment

A. Amy Sharp spoke for the non-profit group FishHers would like to help to find grants for the marinas.

## 4. Reports

### A. Harbormaster Jessica McDonalds read over her Harbormaster Reports key activities:

- Ms. McDonald shared the marina is hoping to apply for two grant opportunities: one from Oregon State Marina Board (OSMB) and a possible second from Department of Transportation.
- Ms. McDonald also shared that the Hammond Marina dredge permits need to be renewed, and sediment samples will need to be taken to obtain new dredging permits for 2026.
- Ms. McDonald discussed the OSMB grant funding. The marinas' will be completing a grant application for their Cycle 1 funding. Ms. McDonald is also requesting letters of support from the community. This grant will help fund the replacement of the center loading dock on the Hammond Marina Launch Lanes.

### B. Ms. McDonald reviewed the quarterly finance report with the committee.

## 5. Business Items

A. Officer Elections for 2025 were held.

<b>Motion:</b>	I nominate Jen Fowler as Chair				
<b>Moved:</b>	Balensifer				
<b>Seconded:</b>	Kerr	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote:</b>	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel		X		
<b>Passed:</b>	4/1				

## 6. Discussion Items

- A. Mr. Kerr, shared with the committee a possible grant opportunity from the Oregon State Marine Board
- B. Ms. McDonald shared a rate comparison with neighboring marinas and ports and would like to make a recommendation to the advisory board and Warrenton City Commission to consider raising the annual moorage rate \$3 more per foot for the next three years to catch up with neighboring rates.

<b>Motion:</b>	Move to recommend the commission consider \$3 more per foot per year for the next 3 years for annual moorage				
<b>Moved:</b>	Gaebel				
<b>Seconded:</b>	Balensifer	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote</b>	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
<b>Passed:</b>	5/0				

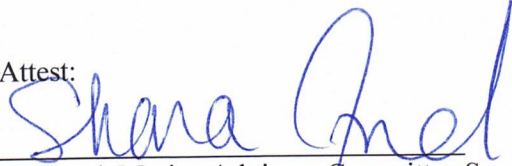
- C. Ms. McDonald added item C to the discussion items. Ms. McDonald asked the committee if they had any recommendations for capital improvement projects.
- i. Balensifer added he would like to recommend a designated crab cooking area, new fish cleaning station, and a new pier for the Hammond Marina.
- D. Ms. McDonald wants to recommend to the advisory committee to consider asking for funding from Urban Renewal for the commercial E dock. Ms. McDonald is exploring all grant and funding options, but this project may be perfect for Urban Renewal since that dock is home to 22 local small businesses operating as commercial fisheries.

<b>Motion:</b>	Move to make a recommendation to ask Urban Renewal to consider E Dock replacement when planning their projects.				
<b>Moved:</b>	Balensifer				
<b>Seconded:</b>	Gaebel	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Recused</b>
<b>Vote</b>	Kerr	X			
	Fowler	X			
	Ausman	X			
	Balensifer	X			
	Gaebel	X			
<b>Passed:</b>	5/0				

## 7. Adjournment

There being no further business, Chair Fowler adjourned the meeting at 3:18 pm.

Attest:

  
Shara Ford, Marina Advisory Committee Secretary

Approved:

  
Jen Fowler, Chair



## City Commission Agenda Memo

Meeting Date: March 11, 2025  
From: Esther Moberg, City Manager  
Subject: Consent Calendar 11<sup>th</sup> Street Agreement

### Summary:

As approved in prior City Commission meeting, attached agreement with Fort Point developers and 3PO operators of the 11<sup>th</sup> street sewer line defining use, ownership, and operation for the first three years of the sewer line.

### Attachments:

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

- 11<sup>th</sup> Street Agreement

Approved by City Manager: \_\_\_\_\_

## DEVELOPMENT AGREEMENT FOR SEWER LINE IMPROVEMENTS

**THIS DEVELOPMENT AGREEMENT FOR SEWER LINE IMPROVEMENTS** is made and entered into by and among (i) the **CITY OF WARRENTON**, an Oregon municipal corporation (the “**City**”); (ii) **FORT POINT LAND PARTNERS**, a Wyoming limited liability company (“**Developer**”); and (iii) **3PO Networks LLC**, an Oregon limited liability company (the “**Operator**”; and together with the City and the Developer, sometimes referred to collectively herein as the “**Parties**”; and/or each individually as a “**Party**”), effective as of \_\_\_\_\_, 202\_ (the “**Effective Date**”).

### **RECITALS:**

**WHEREAS**, Developer proposed to construct a sewer line along 11<sup>th</sup> Street between Ridge Road and NW Warrenton Drive (the “**Project**”), as described in the attached **EXHIBIT “A”** (the “**Improvements**”);

**WHEREAS**, as part of the Project, Developer will construct the Improvements on property within the City, the location and nature of which is further described in the attached **EXHIBIT “B”** (“**Property**”);

**WHEREAS**, upon construction and acceptance thereof, the Improvements will become subject to the control and ownership of Operator and must therefore conform to the City’s public improvement standards consistent with the City’s current Public Works Design Standards;

**WHEREAS**, the Developer has agreed to upsize the sewer line to a 10” line per agreement and City has agreed to provide additional funding of \$250,000 in recognition of this contribution; and

**WHEREAS**, Developer, Operator and City wish to establish an agreement setting forth the terms under which the Improvements will be constructed, the funding mechanisms, ownership and chain of conveyance of the same.

**NOW THEREFORE**, the Developer, the Operator, and the City agree to the following conditions for completion of this Project and acknowledge that the recitals are incorporated by reference herein.

### **AGREEMENT:**

1. **Permit to Construct**. Developer shall request that City issue Developer any permits necessary to allow Developer to construct the Improvements subject to this Agreement’s terms and conditions and any other applicable laws and regulations (together, collectively, the “**Permits**”). City shall review the permit application(s) and issue the Permit(s) if the application complies with the foregoing. The permit(s) shall specify the Improvements’ type and extent and the period within which said Improvements shall be completed. Developer agrees to comply with all permit requirements in addition to the terms and obligations described in this Agreement and all Exhibits incorporated by reference in this Agreement.

## 2. Cost.

- a. The total cost to complete the Improvements is estimated to be \$1,200,000.00, as detailed in the improvement cost budget attached as **EXHIBIT “C”** incorporated herein by reference. This total Improvement budget is intended to guide efforts and discussions between the Developer and the City in managing and controlling overall Improvement Costs (defined below).
- b. The City will reimburse Developer for all agreed to and approved costs, up to a maximum of \$250,000.00, associated with planning, designing, and constructing the Improvements, to include but not be limited to, land use planning, surveying, engineering, landscape architecture, geotechnical, construction inspection, environmental, arborist, jurisdictional fees, bonding, and construction costs (collectively, the “***Improvement Costs***”), and make a one-time lump-sum payment of two hundred and fifty thousand dollars (\$250,000.00) (the “***City Payment***”). Any costs incurred by the Developer in excess of the dollar value identified in this Section will be the responsibility of the Developer and shall be paid by the Developer. The City Payment will be made upon receipt of invoice from Developer.
- c. If the City requests changes to the Improvements that increase the construction costs, or if the Developer and the City mutually agree on change orders that increase the construction costs, **EXHIBIT “C”** and Section 2b shall be adjusted and increased accordingly.

## 3. Improvements; Ownership. The Parties agree that the ownership of the Improvements shall be effected and conveyed as follows:

- a. Upon the Developer’s completion of the Improvements, the City shall inspect and, upon finding the Improvements to be in compliance with applicable laws, rules, and regulations, approve the same by issuing any and all final Permits required for the operation of the Improvements (the date on which such final Permit(s) is issued is the “***Initial Completion Date***”).
- b. Upon the Initial Completion Date, Developer shall transfer, sell, and convey the Improvements to Operator by virtue of a Bill of Sale or other written instrument, who shall thereafter own such Improvements for a period not to exceed three (3) years (such three (3) year period, the “***Operator Ownership Period***”).
- c. Upon the expiration of the Operator Ownership Period, the City will re-review and inspect the Improvements to ensure they still meet City standards, and upon approval by the City, the Improvements shall be transferred, sold, and conveyed to the City and thereafter will be subject to the control and ownership of the City. The Improvements will be delivered by Operator to the City free of any and all liens and encumbrances. Operator shall timely execute and record any deeds or other documents and take any other steps necessary to effectuate the intent of this Section 3. Until such time as the City owns the Improvements, the Improvements will be privately owned by the Operator and the only required connection to the Improvements will be for the Fort Point Development located on Ridge Road. Before City ownership of the Improvements, all maintenance and testing for the Improvements will be the responsibility of

the Developer.

4. **Timeframe.** Developer agrees that it shall complete, or cause to be completed, all Improvements within 18 months from the date on which all necessary Permits are issued by the City (“Expiration Date”) sufficient for Developer to commence construction of the Improvements. However, upon written request of the Developer provided to the City prior to the Expiration Date, this Agreement may be extended for a period not to exceed an additional 12 months, in City’s sole discretion.
5. **Sewer Line – Connection & Use.** Notwithstanding the foregoing, during the Operator Ownership Period, the Operator shall not connect any sewer collection system other than the permitted Fort Point Community. Furthermore, the Operator shall not generate or collect any revenue from the ownership or operation of the Improvements. By their execution of this Agreement, the Parties hereto acknowledge that the Project is ultimately intended to benefit a multi-unit residential development currently contemplated as being constructed by Developer on portions of that certain parcel of real property located adjacent to the Project’s location and bearing Clatsop County Tax Assessor’s identification number 810170001300 (collectively, and together with any and all (i) buildings, units, improvements, or other structures located thereon; and (ii) residents, occupants, tenants of the same, (the “**Fort Point Community**”), within which such Fort Point Community, Developer shall construct a privately-owned sanitary sewer collection network to service the buildings and units to be constructed thereon, and the occupants and residents thereof (collectively, the “**Private Sewer Network**”). The Project is therefore ultimately intended and required to: [x] collect any and all effluence, discharge, and other sanitary or wastewater products produced by or originating from the units, structures, residents, or dwellings located within the Fort Point Community (collectively, the “**Effluence**”) via the Private Sewer Network; [y] transport such Effluence via the sewer line constructed as part of the Project to a connection point between the same and the City’s existing sewer main and processing system (collectively, the “**City Network**”) in the general area where 11<sup>th</sup> Street meets NW Warrenton Drive; and [z] permit the City to process, treat, and/or dispose of the Effluence upon the transportation thereof to the City Network (such processing, treatment and/or disposal, collectively, the “**City Processing Obligation**”). Upon the Initial Completion Date and continuing in perpetuity thereafter, the City agrees to comply with the City Processing Obligation, regardless of the ownership of the Private Sewer Network or of the Project, such that the Private Sewer Network shall at all times after the Initial Completion Date be serviced via the Improvements that are connected to the City Network, all components of which shall be capable of processing any and all Effluence requiring discharge from the Fort Point Community. The City hereby acknowledges and agrees that the Private Sewer Network shall remain privately-owned by either Developer or Operator (*or their permitted successors or assigns*), and shall not be subject to any future transfer, conveyance, or reversion of the same to the City at any time; provided, however, that despite the City’s lack of such ownership of the Private Sewer Network, it will continue at all times to comply with the City Processing Obligation from and after the Initial Completion Date. In no event shall the City cease, delay, or limit the performance of the City Processing Obligation or otherwise undertake any actions that would result in the Fort Point Community and/or the Private Project Sewer Network not being fully operational and collecting all Effluence from the Fort Point Community and processing, treating, or disposing of the same as outlined above.
6. **Survey and Design.**

- a. All surveying, engineering design and construction staking for the Improvements shall be performed under the supervision of a registered professional engineer and/or professional surveyor (as applicable) experienced with the type of construction involved in the Improvements. All expenses and fees incurred for such professional services shall be the responsibility of and be paid by Developer.
- b. The designs for all Improvements shall incorporate all required elements of the then current Public Works Design Standards, development code, and applicable provisions of the City Design and Construction Standards. Improvements design shall conform to current approved policies, standard drawings and specifications as adopted and/or referenced by City. All plans and specifications submitted by or on behalf of Developer shall be subject to review by the City Engineer prior to construction of any element of the Improvements.
- c. If an Improvement or any portion thereof lies within an area subject to the control of the state, county, railroad, utility and/or other agency (public or private), Developer must obtain appropriate plan approvals and written Permits from such agencies prior to commencement of any construction within those areas. Developer will obtain written acceptance from all such affected agencies prior to receipt of City's acceptance of the Improvement(s).
- d. Design grades and alignment of proposed Improvements shall be extended to accurately show connections or potential connection to existing public facilities.
- e. Developer's engineering, geotechnical, and/or environmental consultants shall furnish detailed reports and calculations pertinent to the design of the Improvements upon request by the City Engineer.
- f. Prior to final acceptance of the Improvements, all lot and street monuments shall be set by an Oregon licensed surveyor. The City Engineer shall designate type and location of monuments to be set within public rights-of-way. Monuments at street intersections shall be set in recessed monument boxes. All work associated with survey monumentation shall be completed at Developer's expense. Likewise, all plats, easements and record of surveys must be recorded prior to final acceptance of the Improvements.

## **7. Construction Inspection.**

- a. City Engineer or a duly appointed representative shall perform an inspection for construction of the Improvements. The City will perform project inspection/observation, at a level deemed necessary by the City Engineer. All costs attributed to such services will be paid by Developer.
- b. All inspection (engineering) costs including required testing of materials and systems shall be borne by and paid by Developer. Such engineering costs shall be representative of current prevailing professional fee schedules.
- c. City will be provided the opportunity to inspect each segment of the Improvements as constructed as the City Engineer shall deem necessary so as to ensure that the Improvements meet City standards.

- d. Developer shall give City Engineer 24 hours advance written or oral notice of completion of the various phases of the Improvements to allow the City the ability to timely inspect each completed phase. The City shall begin all necessary inspections within the standard inspection time frame of the city after said notice.
  - e. City Engineer or designee shall be permitted to observe the work-in-progress of the Improvements on behalf of the City and shall have the authority to stop work when, in the exercise of his/her reasonable opinion, such action is necessary to ensure the public's interest in the safety or viability of the Improvements. The City Engineer shall have the authority to reject any work and/or materials which, in his/her reasonable opinion fail to conform to approved plans and specifications, regardless of whether City exercises all of its rights to perform inspections and observations under this Section.
  - f. City Engineer has the authority to require Developer to replace or repair any unsatisfactory or faulty items resulting from defects in materials or workmanship both during construction and during assurance periods specified in Section 9. All repairs and/or replacements shall be made at the sole cost and expense of Developer.
  - g. Developer shall pay all costs associated with construction inspection (observation), including contracted professional services (i.e., materials testing) furnished by City.
  - h. City will be provided the opportunity to observe/inspect the following minimum activities, as applicable and as determined by City:
    - i. Examine/review and approve all aggregate, concrete, A.C. and other materials, for use on the Improvements, to ensure their compliance with City standards.
    - ii. Review all plan or specification change requests, and approve in writing.
    - iii. Observe, monitor and inspect construction activities sufficient to ensure end products meet City specifications.
    - iv. Perform or have performed material, composition and other tests required to ensure City specifications are met.
    - v. Observe/inspect (as appropriate) all phases of construction activity, erosion and sedimentation control, and traffic control.
8. **Insurance.** Prior to commencement of any work on the Improvements, Developer shall furnish City with proof of liability insurance for the term covered by this Agreement in amounts of not less than \$2,000,000 for injury to any person and not less than \$2,000,000 for any occurrence together with insurance for property damage of not less than \$2,000,000. City of Warrenton, its elected and appointed officials, its officers, agents, employees and volunteers shall be named as additional insured. Developer's insurer shall be required to give City at least 30 days prior written notice before canceling any of the required insurance coverage. Developer's insurer will add others, as named additional insureds, if so directed by City.
9. **Performance Security.**
- a. Prior to commencing construction of the Improvements, Developer shall execute and deliver a Performance Bond to the City issued by a surety company authorized to do business in Oregon in an amount of not less than one hundred ten percent (110%) of the estimated cost to complete construction of the Improvements as described in Section 2(a) above.

- b. Upon completion of the Improvements and prior to final acceptance by City after three (3) years, Developer shall submit to City, in a form acceptable to City, a one-year (post-construction) maintenance bond issued by a surety company authorized to do business in Oregon in an amount equal to forty percent (40%) of the actual construction cost of the Improvements or \$25,000, whichever is greater. There will also be a certificate showing full testing of the sewer line meeting City requirements (no leaks, loss of pressure or other maintenance failures) by the Developer at time of final acceptance by City.

#### **10. Warranties and Maintenance.**

- a. All components of the Improvements shall have a warranty for a period of not less than one (1) year against defects of material and workmanship. The warranty period for the applicable components of the Improvements shall not commence until the Improvements are accepted by the City (three (3) years after completion) and the maintenance bond is provided to the City.
- b. During such warranty period, Developer shall make, at its own expense, all repairs or replacements to the Improvements as determined by the City Engineer. All subsequent repair or replacement work (performed after the original acceptance) shall be further guaranteed for a minimum one-year period from the acceptance date of any such repair or replacement.
- c. City shall notify the surety company of any repairs or replacements. All subsequent repair or replacement work (performed after the original project acceptance) shall be further guaranteed for at least one (1) year from acceptance date of any such repair.
- d. Developer shall make all repairs and replacements promptly upon receipt of written orders from City Engineer. If Developer fails to make the repairs and replacements promptly, the City may do the work and Developer and/or Developer's surety shall be liable for the cost thereof.
- e. Developer shall obtain all necessary approvals for work in the City right of way.

#### **11. Indemnification and Legal Standards.**

- a. Developer shall defend, indemnify, and hold harmless the City, its elected and appointed officials, employees, and agents from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, expenses (including attorney's fees) and liabilities to the extent they are directly or indirectly resulting from the acts or omissions of Developer, or any of Developer's subcontractors, suppliers, employees, agents, or independent contractors in connection with the performance of this Agreement. The obligations of this indemnification shall survive the termination or expiration of this Agreement.
- b. Developer's contractor(s) shall comply with U.S. Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (Public Law 91-596 and all subsequent amendments) and under Section 107 of the Contract Work Hours and Safety Standards Act (Public Law 91-54 and all subsequent amendments).

#### **12. Obligations of Developer.**

- a. Developer's contractor and all subcontractors must be registered with the Oregon Construction

Contractors Board (consistent with ORS Chapter 701) and/or the Landscape Contractors Board (consistent with ORS Chapter 671) prior to commencing any work on the Improvements and Stormwater Pond. A copy of each registration shall be supplied to City upon request.

- b.** Developer shall comply with all applicable project conditions, requirements, rules, regulations and laws of the government of the United States, the State of Oregon, Marion County, City of Silverton, and/or other jurisdictional agencies having authority over the Improvements and Stormwater Pond.
- c.** Without limiting the foregoing, Developer and its contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable provisions of safety laws to prevent accidents from occurring or injury being sustained to workmen or others.
- d.** Developer shall provide and pay for all materials, labor, water, tools, equipment, lights, power, transportation and other facilities necessary for the execution and completion of the Improvements. All materials shall be of good quality and no materials shall be purchased subject to any financing statement filed pursuant to the Uniform Commercial Code or subject to a conditional sales contract or other agreement under which the seller retains an interest in the material.
- e.** Developer shall, upon completion of the Improvements, warrant good title to all materials used in the work, free from all liens, claims or encumbrances, and further, that there are no liens or encumbrances upon any of the Improvements of any nature. Such warranty shall be in the form of a written affidavit, signed by the Developer and provided to the City Engineer prior to accepting the Improvements.
- f.** Any and all Permits and licenses necessary for the prosecution of the work on the Improvements shall be obtained by and at the expense of the Developer. The Developer acknowledges that approval of the construction drawings by the City Engineer or Public Works for issuance of a construction permit does not relieve the Developer from obtaining any and all reviews and Permits required under the building, plumbing, or electrical codes, and any state or federal law.

### **13. City Acceptance.**

- a.** As a part of the application for City acceptance of the Improvements, Developer shall furnish City original reproducible "as-built" plans/drawings of all Improvements and Stormwater Pond. As-built plans shall be submitted using City approved, electronically-stored format (ACAD and PDF).
- b.** As a part of the application for City acceptance of the Improvements, Developer shall submit to City an affidavit in a form satisfactory to City stating that all accounts for material, labor and other expenses incurred in connection with the construction of the Improvements have been paid in full. If City has reason to believe that any such account remains unpaid, it may require from Developer a lien waiver signed by a material-man, contractor or laborer.
- c.** If, after issuance of a Final Certificate of Acceptance by City, any sum remains unpaid which Developer has stated has been paid, then Developer shall pay to City all monies incurred by City in compelling payment of such account or the discharge of any lien, including all costs

including reasonable attorney's fees incurred in connection with such claim.

- d. Developer shall submit application for completion to City Engineer, in writing. Upon receiving such application City Engineer shall, within 15 days, notify Developer of any work yet to be performed. When the Improvements have been completed to the satisfaction of City Engineer, Developer shall be issued a written Initial Certificate of Completion of the completed work. Three years from the date of the Initial Certificate of Completion, the City shall inspect the Improvements and upon satisfaction of the City Engineer, Developer shall be issued a Final Certificate of Acceptance. Thereafter, the Performance Bond may be released upon receipt from Developer of a one-year maintenance bond per Section 9b of this Agreement. The one-year maintenance period shall not terminate prior to (1) the assigned date shown on the Final Certificate of Acceptance and (2) release, in writing from City, certifying that an inspection of the Improvements, as applicable, has been made and that labor and materials supplied to the project have successfully endured throughout the one-year warranty period.

#### **14. Default.**

- a. A Developer default shall occur if:
  - i. Developer breaches any material provision of this Agreement and such breach continues and is not remedied within thirty (30) calendar days after Developer receives written notice from City that specifies the breach.
  - ii. Developer makes any assignment for the benefit of creditors, or is adjudicated as bankrupt, or has a receiver, trustee, or creditor's committee appointed over it that is not removed within one hundred and eighty (180) days after appointment.
- b. A City default shall occur if City breaches any material provision of this Agreement, whether by action or inaction, and such breach continues and is not remedied within thirty (30) calendar days after City receives written notice from Developer that specifies the breach.
- c. In the event of a default by Developer under this Agreement, the City shall have the right to demand specific performance of this Agreement, to recover amounts paid by the City under this Agreement for the Improvements and any other remedy provided at equity or law.
- d. Neither City nor Developer shall be considered in breach of or in default with respect to any obligation created hereunder or progress in respect thereto if the delay in performance of such obligations arises from unforeseeable event that is outside of the Party's reasonable control, and did not result from the fault or negligence of the Party ("**Unavoidable Delay**"). Unavoidable Delays include acts of public enemy, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The claiming Party must take reasonable precautions to prevent further delays owing to such causes. If an Unavoidable Delay occurs, the time or times for performance of the obligations of City or Developer, as the case may be, shall be extended for the period of the Unavoidable Delay, provided, however, that the Party seeking the extension of time shall notify the other Party within three (3) calendar days after the Party becomes aware of the causes of any such Unavoidable Delay and the estimated time for correction, and shall use best efforts to resume performance as soon as the Unavoidable Delay is complete.

#### **15. Miscellaneous.**

- a. Any notice or communication under this Agreement by either Party to another shall be deemed given and delivered (a) forty-eight hours after being dispatched by registered or certified U.S. mail, postage prepaid, return receipt requested, or (b) when received if personally delivered. Notice or communication to the Parties shall be addressed as follows:

**If to the City:**

CITY OF WARRENTON  
City Manager, Esther Moberg  
PO Box 250  
Warrenton, OR 97146  
971-286-2017  
citymanager@warrentonoregon.us

**If to the Developer:**

FORT POINT LAND PARTNERS, LLC  
[Contact Name],[Title]  
[Address]  
[Phone]  
[E-mail]

**If to the Operator:**

3PO NETWORKS, LLC  
[Contact Name], [Title]  
[Address]  
[Phone]  
[E-mail]

- b. The City's obligations under this Agreement are expressly made subject to the discretion of the Warrenton City Council to allocate funds for such activities consistent with local budget law (ORS 294.205 to 294.565).
- c. Developer is an independent contractor and shall not be construed in any manner as an agent of City, nor shall Developer represent itself as being an agent of the City by actions, written or oral representations made to third persons.
- d. This Agreement may be terminated by either Developer or City upon 90 days written notice to the other Party. In the event of termination by Developer, any Improvements installed or partially installed at the time of termination but not yet accepted by the City shall be deemed abandoned and become City property and the City may file a claim against the bond described in Section 9 of this Agreement in an amount the City in its sole discretion deems necessary to complete the Improvements; provided, however, that upon any such termination, Operator shall first have a ninety (90) day period within which to complete the construction of the Improvements itself before the City files any such claim against the bond.
- e. All of the terms and provisions of this Agreement are fully set forth herein, and no prior understanding or obligation not expressly set forth in this Agreement shall be binding upon the Parties and no subsequent modification of this Agreement shall be binding upon the Parties unless it is in writing and executed with the same formalities as this Agreement. No waiver by either Party of any breach of any obligation of the other Party shall operate or be considered as a waiver of any other or subsequent breach. Developer shall not assign any rights or obligations arising from this Agreement without the written consent of City. Any person to

whom Developer assigns this Agreement must have development qualifications and financial capacity equal or superior to those of Developer as determined by the City in its reasonable discretion.

- f.** This Agreement shall be in full force and effect until the Improvements are complete and final acceptance in writing is given by the City, along with any final Permits required for the operation thereof.
- g.** If a dispute over the terms and conditions arises between City and Developer, City and Developer agree to meet regarding the dispute in an effort to negotiate a resolution thereof. If the City and Developer cannot negotiate a resolution of settlement of the dispute, the City and Developer are then free to resolve the matter(s) judicially by way of a trial to the court without a jury. The City and Developer will be responsible for payment of their own fees and costs including attorney and other professional fees.
- h.** This Agreement is not entered into pursuant to ORS 94.504. City hereby confirms that this Agreement does not constitute or concern the adoption, amendment, or application of the Statewide Planning Goals, comprehensive plan provisions, or land use regulations. All land use approvals required to develop the Project are to be obtained separately from this Agreement in due course in accordance with all applicable laws and regulations.

***[Remainder of this page is intentionally left blank; signature page(s) follow(s)]***



**IN WITNESS WHEREOF**, Developer has caused this Agreement to be signed, sealed and notarized, with the Agreement to be effective as of the Effective Date.

**Acknowledged and accepted by:**

**Witnesses:**

**DEVELOPER:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

FORT POINT LAND PARTNERS, LLC,  
a Wyoming limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
County of Clatsop                    )

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of FORT POINT LAND PARTNERS, LLC, a Wyoming limited liability company

\_\_\_\_\_  
(Signature)  
  
{SEAL}

Notary Public for Oregon  
  
My Commission Expires: \_\_\_\_\_

**IN WITNESS WHEREOF**, Operator has caused this Agreement to be signed, sealed and notarized, with the Agreement to be effective as of the Effective Date.

**Acknowledged and accepted by:**

**Witnesses:**

**OPERATOR:**

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**3PO NETWORKS LLC,**  
an Oregon limited liability company

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
County of Clatsop                    )

This instrument was acknowledged before me on \_\_\_\_\_, 202\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of 3PO NETWORKS, LLC, an Oregon limited liability company

\_\_\_\_\_  
(Signature)  
  
{SEAL}

Notary Public for Oregon  
  
My Commission Expires: \_\_\_\_\_

## **EXHIBIT “A”**

### *Description of Improvements*

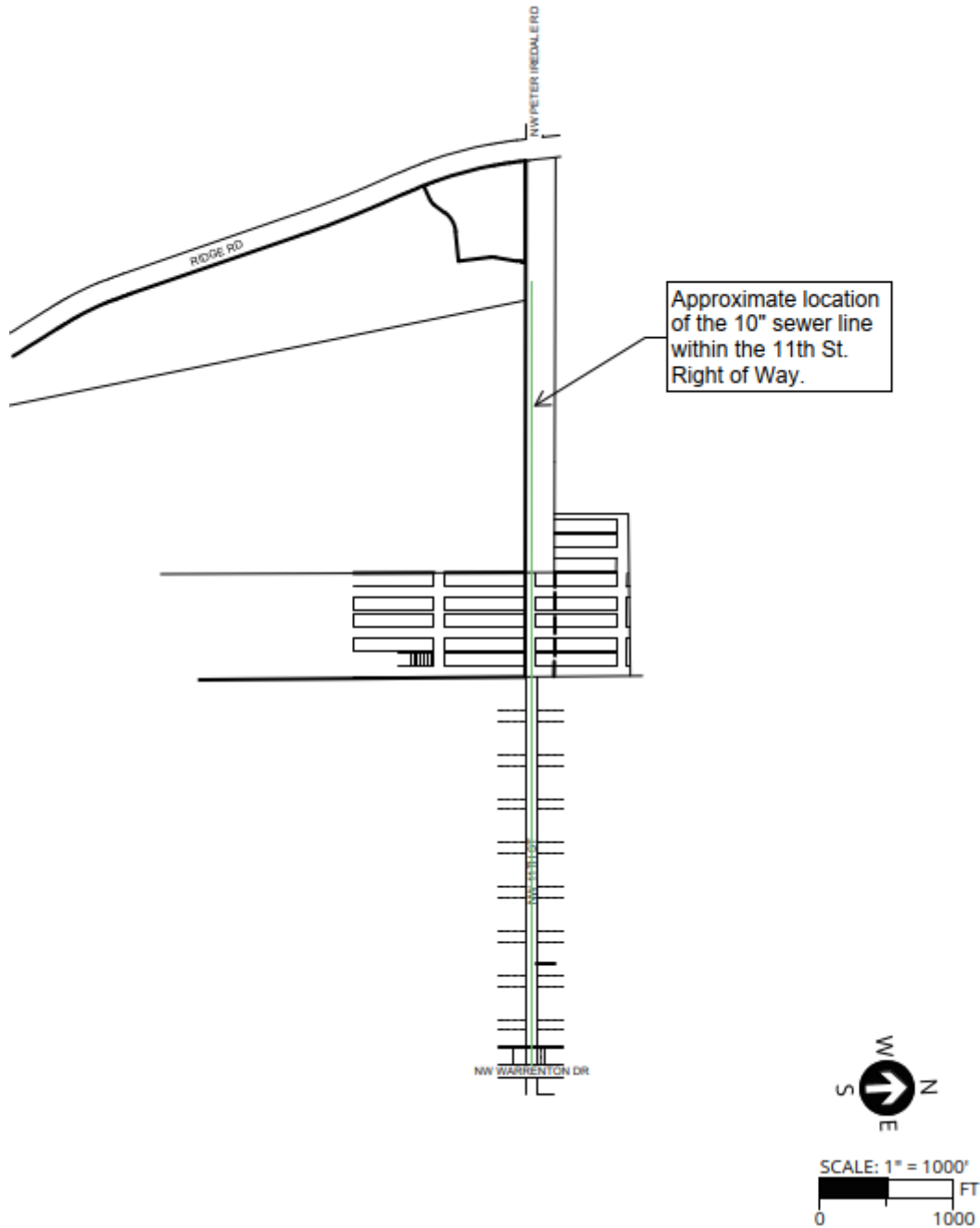
The following list details the Improvements comprising the components of the 10” sewer line located along 11th Street, extending between Ridge Road and NW Warrenton Drive.

- Connection fitting at the private sewer meter from Fort Pointe at the Southwest end of the project.
- 10” diameter, AWWA C-900 PVC Sewer Pipe
- Ductile Iron Fitting, CL 52
- Air Release Valve Assembly
- 48” Standard Manhole intercepting existing sewer main and connecting new 10” line.

Sewer lines and connections shall be so constructed as to conform with provisions of the City of Warrenton, Oregon State Plumbing Code, and DEQ requirements. Lines will be made of polyvinyl chloride with "O" ring rubber gasket joints. Joints shall be tight and waterproof. The physical connection to existing City sewer main shall be made only by a licensed plumber of the State of Oregon or an individual approved by the City of Warrenton as competent to make sewer hookups.

The list of items is a general list, the exact construction material, product type, length, and style will be submitted to the City of Warrenton through the standard permitting process for city review and approval.

**EXHIBIT "B"**  
*Property Description/Location of Project*



## **EXHIBIT “C”**

### Improvement Cost Breakdown

Improvements are estimated to be \$1,200,000, City’s total contribution will be \$250,000.

11th Street Improvement Cost Breakdown	
Category	Cost Est.
Water	\$ 600,000.00
Sewer	\$ 600,000.00
Total Cost	\$ 1,200,000.00
City Reimbursement	\$ 250,000.00
Developer Cost	\$ 950,000.00



## City Commission Agenda Memo

Meeting Date: March 11, 2025  
From: Esther Moberg, City Manager  
Subject: Consent Calendar Oxford House update

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### Summary:

The City Manager has requested an update from the interim Building Official regarding oxford house. Please see attached for the updated letter sent to Oxford house regarding unpermitted work. We anticipate either Oxford House will come into compliance or review and/or work will be done by staff to require compliance where possible.

### Attachments:

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

### Letter from Building Official to Oxford House

Approved by City Manager: \_\_\_\_\_



Oxford House  
33322 Patriot Way  
Warrenton, OR 97146  
Attn: Patty Steep

2/24/25

Ref: 469 Russell Drive  
Warrenton, OR 97146

Patty,

I have completed my investigation into the reports that there has been unpermitted construction at the 469 Russell property. During two different visits to the residence with Hallie, the occupants denied that any work had been performed. I have concluded that there has been, in fact, a new wall constructed in the dining room creating a new sleeping room. The Oregon Residential Specialty Code (ORSC), as adopted by the State of Oregon, Building Codes Division, Section R101.2.1 of the ORSC specifies the use of one-and two-family dwelling as a congregate living facility is required to comply with the Oregon Structural Specialty Code (OSSC). This is considered by ORSC Section R101.2.1 to be a change of occupancy, which includes a change of use. Chapter 2 of the OSSC defines congregate living facilities as *"A building or part thereof that contains sleeping units where residents share bathroom or kitchen facilities, or both."* Chapter 2 defines a Change of Occupancy to include a Change of Use. The Oxford House meets the definition of a *"congregate living facility"*.

OSSC Section 105.1 stipulates *"Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move or change the occupancy of a building or structure, which is regulated by this code, or to cause any such work to be performed, shall first make application to the Building Official and obtain the required permit. Any owner or owner's authorized agent who intends to repair an existing fire protection system or life safety system shall first notify the local Building Official and obtain any necessary building permit, where required by the municipality. See ORS 455.020(2) "*.

Section 110.1 requires the work to remain visible for inspection until approved. Additionally, the new wall has unpermitted electrical work concealed by drywall. The wall covering shall be removed to determine the extent of the work including stud size, spacing and attachment on top and bottom and the extent of the electrical work. An electrical permit shall be obtained from Clatsop County Building Code Division.

Chapter 34 regulates existing buildings and structures to determine what measures must be taken to provide the minimum level of safety required by the code when a change of occupancy occurs. The exception to design by a Registered Design Professional found in ORS 672.060(7) do not apply. This structure is more than 20 feet in height from the top surface of lowest flooring to the highest interior overhead finish of the structure. Therefore, the construction documents required to be submitted with a building permit application shall be prepared by a Registered Design Professional, either an Architect or Professional Engineer.

To remedy these violations, I have provided an outline below indicating the sequence to follow:

- 1- Obtain the services of a Registered Design Professional (RDP) licensed to perform engineering in the State of Oregon.
- 2- The RDP will need to identify one of the three compliance options in Chapter 34 they intend to use. This sets the path for compliance for the proposed change of occupancy. for the existing building. Your selected RDP will then provide construction documents as specified in OSSC Section 107.2 demonstrating compliance with the OSSC.
- 3- Once these have been prepared and stamped, a building permit application with plans review fees, accompanied by the construction documents, shall be submitted to the Warrenton Building Department, either in person or through the E-Permitting program. A signature from the property owner is required on the permit application.
- 4- Once Items one through three above have been accomplished, we will route through the Planning Department, then the Public Works Department for review and approval. After these departments have completed their review, the Building Department will perform a plan review of the submittal. If it is found to be compliance with the OSSC, the remaining permit fees and any System Development Charges are paid, a permit will be issued and the inspection process will commence.

It is my desire that this process be followed diligently to complete the project and get the tenant space into compliance with the applicable State Codes.

This letter shall be considered your Official Notice of Compliance Action. The required Building Permit, accompanied by Stamped Construction Documents from a Registered Design Professional, are to be provided to the Warrenton Building Department within 15 working days from the date of this Notice to avoid further actions by the City to gain cooperation resolving this matter. Failure to comply with this Notice will result in Citations being issued to the Property owner. As stated in the City of Warrenton Building Code: 15.04.260 Penalties. Any person violating any of the provisions herein for which a special penalty has not been expressly provided shall, upon conviction thereof, be punished by a fine not to exceed \$1,000.00 per violation. Each day that a violation exists is a separate offense.

Bob Johnston  
Interim Building Official  
City of Warrenton  
Office (503) 861-0920  
[rjohnston@ci.warrenton.or.us](mailto:rjohnston@ci.warrenton.or.us)



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## City Commission Agenda Memo

Meeting Date: March 11, 2025  
 From: Scott Fregonese, Interim Planning Director  
 Subject: Ordinance 1286, Rezone and Site Design Review

### Summary:

Helligso Construction Company, on behalf of LU NE Properties LLC, has applied to rezone a portion of the property from R-10 Intermediate Density Residential to R-H High Density Residential and applied for a Site Design Review to construct a new multi-family housing development at 380 SE Alt Hwy 101 and identified as Tax Lot 81028AD03400.

The Warrenton Development Code directs applicants requesting a rezone of any property within the City to follow the Type IV Procedures outlined in Section 16.208.060. The Site Design Review and Rezone applications were reviewed concurrently in accordance with those procedures. The application went before the Planning Commission on December 12, 2024, who moved to forward the applications to the City Commission for a decision.

The Interim Planning Director recommends 3 conditions of approval for the City Commission's consideration. These conditions of approval are in the City Commission Staff Report attached. The three conditions of approval recommended for City Commission approval summarized as: (1) the applicant must submit a Traffic Impact Study as required by the Warrenton Development Code for zoning changes; (2) all transportation mitigations identified in the study must be implemented; and (3) before permits are issued, the applicant must comply with Oregon DSL wetland requirements, including submitting reports, obtaining approvals, and addressing wetlands if present.

The action requested tonight is to either adopt or reject Ordinance 1286 for the approval of the rezone and site design review applications.

### Recommendation/Suggested Motion:

*"I move to conduct the first reading, by title only, of Ordinance number 1286, AN ORDINANCE APPROVING, WITH CONDITIONS, THE SITE DESIGN REVIEW APPLICATION SDR-24-2 AND THE REZONE APPLICATION RZ-24-2, AND AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF A PORTION OF REAL PROPERTY IDENTIFIED AS TAX LOT 81028AD03400 FROM R-10 INTERMEDIATE DENSITY RESIDENTIAL TO R-H HIGH DENSITY RESIDENTIAL."*

### Alternative (without conditions of approval):

*"I move to conduct the first reading, by title only, of Ordinance number 1286, AN ORDINANCE APPROVING THE SITE DESIGN REVIEW APPLICATION SDR-24-2 AND THE REZONE APPLICATION RZ-24-2, AND AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF A PORTION OF REAL PROPERTY IDENTIFIED AS TAX LOT 81028AD03400 FROM R-10 INTERMEDIATE DENSITY RESIDENTIAL TO R-H HIGH DENSITY RESIDENTIAL."*

**Fiscal Impact:**

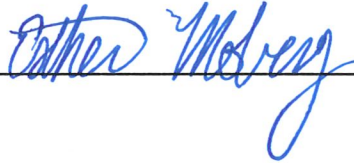
N/A

**Attachments:**

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

- Staff Report
- Ordinance No. 1286
- Exhibit 1

Approved by City Manager: \_\_\_\_\_

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



## City of Warrenton

### Planning Department

225 S Main Avenue ■ P.O. Box 250 ■ Warrenton, OR 97146

Phone: 503.861.0920 Fax: 503.861.2351

## STAFF REPORT

TO: The Warrenton Planning Commission  
FROM: Scott Fregonese, Interim Planning Director  
DATE: March 2, 2025  
SUBJ: Rezoning RZ-24-2 and Site Design Review SDR-24-6

### BACKGROUND

Helligso Construction Company, on behalf of LU NE Properties LLC, has applied to rezone property from R-10 Intermediate Density Residential to R-H High Density Residential and applied for a Site Design Review to construct a new multi-family housing development at 380 SE Alt Hwy 101. The subject property presently has a single-family home and is identified as Tax Lot 81028AD03400.

### PUBLIC PROCESS, PROCEDURES & PUBLIC NOTICE

Applications were submitted on October 23 were deemed complete on October 28, 2024. We sent notice of the public hearing before the Planning Commission to adjacent property owners on November 21 and published notice in The Astorian on November 26, 2024. The Planning Commission held a public hearing on the proposal on December 12, 2024. We published notice of the public hearing before the City Commission on January in the Astorian on January 18, 2025.

### CODE PROVISIONS, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this application include:

16.36 HIGH DENSITY RESIDENTIAL (R-H) DISTRICT  
16.120 ACCESS AND CIRCULATION  
16.124 LANDSCAPING, STREET TREES, FENCES AND WALLS  
16.128 VEHICLE AND BICYCLE PARKING  
16.188 MULTIFAMILY HOUSING DESIGN STANDARDS  
16.192 LARGE SCALE DEVELOPMENTS  
16.208 TYPES OF APPLICATIONS AND REVIEW PROCEDURES  
16.212 SITE DESIGN REVIEW  
16.232 AMENDMENTS TO COMPREHENSIVE PLAN TEXT AND MAP, REZONE,  
AND DEVELOPMENT CODE

**Chapter 16.36 HIGH DENSITY RESIDENTIAL (R-H) DISTRICT**  
**16.36.020 Permitted Uses.**

**APPLICANT RESPONSE:** See page 1 and 2 of Impact Study and Technical Memorandum.

**STAFF FINDING:** Multifamily housing development is an allowed use in R-H High Density Residential. This use would be allowed if RZ-24-2 is approved. **This criterion is met.**

**Chapter 16.120 ACCESS AND CIRCULATION**  
**16.120.020 Vehicular Access and Circulation.**

**APPLICANT RESPONSE:** See page 3 and 4 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**16.120.030 Pedestrian Access and Circulation.**

**APPLICANT RESPONSE:** See page 4 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.124 LANDSCAPING, STREET TREES, FENCES AND WALLS**  
**16.124.020 & 16.124.060 Landscape Conservation.**

**APPLICANT RESPONSE:** See page 4 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**16.124.050 Fences and Walls**

**APPLICANT RESPONSE:** See page 4 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**16.124.030 & 16.124.070 New Landscaping**

**APPLICANT RESPONSE:** See page 4 and 5 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**16.124.040 & 16.124.080 Street Trees**

**APPLICANT RESPONSE:** None.

**STAFF FINDING:** All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.128 VEHICLE AND BICYCLE PARKING**

**16.128.030 Vehicle Parking Standards**

**APPLICANT RESPONSE:** See page 5 and 6 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**16.128.040 Bicycle Parking Standards**

**APPLICANT RESPONSE:** See page 6 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.156 WETLAND AND RIPARIAN CORRIDOR DEVELOPMENT STANDARDS**

**16.156.030. Wetland Area Development Standards.**

**APPLICANT RESPONSE:** None.

**STAFF FINDING:** The City submitted a Wetland Land Use Notification (WLUN) to the Department of State Lands (DSL) on January 27, 2025, as required by state law. A condition of approval is recommended requiring the Applicant to comply with DSL's determination in response to the WLUN. If DSL requires a wetland delineation, the Applicant must provide a delineation report and a concurrence letter to the City of Warrenton. If wetlands are identified within the development area, the Applicant must either comply with all applicable state wetland laws or submit a Modification application per Chapter 16.228 of the Warrenton Development Code. **With the recommended conditions of approval, this criterion can be met.**

**Chapter 16.188 MULTIFAMILY HOUSING DESIGN STANDARDS**

**16.188.030 Design Standards.**

**APPLICANT RESPONSE:** See page 6 and 7 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.192 LARGE SCALE DEVELOPMENTS**

**APPLICANT RESPONSE:** See page 9 and 10 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.208 TYPES OF APPLICATIONS AND REVIEW PROCEDURES**

**16.208.050 Type III Procedure (Quasi-Judicial)**

**APPLICANT RESPONSE:** See page 7 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. The applications followed all

required procedures. **This criterion is met.**

**Chapter 16.212 Site Design Review**  
**16.212.040 Site Design Review**

**APPLICANT RESPONSE:** See page 7, 8, and 9 of Impact Study and Technical Memorandum.

**STAFF FINDING:** The City adopts the applicant's findings. All applicable criteria are met by the proposed site design. **This criterion is met.**

**Chapter 16.232 AMENDMENTS TO COMPREHENSIVE PLAN TEXT AND MAP, REZONE, AND DEVELOPMENT CODE**

**16.232.30 Quasi-Judicial Amendments**

**APPLICANT RESPONSE:** See Rezoning Application.

**STAFF FINDING:** The City adopts the applicant's findings. The Comprehensive Plan, Statewide Planning Goals, and changes to the surrounding area justify this zone change. **This criterion is met.**

**Chapter 16.256 TRAFFIC IMPACT STUDY**  
**16.256.030 When Required**

**APPLICANT RESPONSE:** See Rezoning Application.

**STAFF FINDING:** The City adopts the applicant's findings. A condition of approval has been issued requiring the applicant to submit a Traffic Impact Study. Any and all recommended transportation mitigations as determined in the Traffic Impact Study shall be fully implemented, completed, and/or constructed prior to issuance of certificate of occupancy. **With the recommended conditions of approval, this criterion can be met.**

**CONCLUSIONS AND RECOMMENDATION**

The applicant has demonstrated that the proposed multifamily housing development satisfies the rezoning and site design review criteria to be in the R-H High Density Residential zoning district. The project design is also consistent and in compliance with the design standards that guide large-scale projects. Accordingly, staff recommends approval of both requests subject to the following conditions.

**CONDITIONS OF APPROVAL**

1. Prior to issuance of permits, the applicant shall submit to the Warrenton Planning Department a Traffic Impact Study.
2. Prior to issuance of certificate of occupancy, the applicant shall fully implement, complete, and/or construct any and all recommended transportation mitigations as determined in the Traffic Impact Study.
3. Prior to issuance of permits, the Applicant shall adhere to all determinations and recommendations issued by the Oregon Department of State Lands (DSL) in response to the Wetland Land Use Notification (WLUN) submitted on January 27, 2025:

- a) If DSL determines that a wetland delineation is required:
  - i. The Applicant shall submit a completed wetland delineation report and obtain a concurrence letter from DSL to the City of Warrenton Planning Department.
- b) If a delineation and concurrence is required, and there is a confirmed presence of wetlands within proposed development areas:
  - i. The Applicant shall comply with all applicable state laws and regulations governing wetland development.
  - ii. Alternatively, the Applicant may submit a Modification application to the City in accordance with Chapter 16.228 of the Warrenton Development Code (Modifications to Approved Plans and Conditions of Approval) to alter the location of the proposed development, outside of the determined wetland boundary.

## **RECOMMENDED MOTION**

*"Based on the findings and conclusions of this January 28, 2025, staff report, I move to conduct the first reading, by title only, of Ordinance number 1286, AN ORDINANCE APPROVING, WITH CONDITIONS, THE SITE DESIGN REVIEW APPLICATION SDR-24-2 AND THE REZONE APPLICATION RZ-24-2, AND AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF A PORTION OF REAL PROPERTY IDENTIFIED AS TAX LOT 81028AD03400 FROM R-10 INTERMEDIATE DENSITY RESIDENTIAL TO R-H HIGH DENSITY RESIDENTIAL."*

## **ATTACHMENTS**

1. RZ-24-2 Application
2. SDR-24-6 Application
3. Impact Study and Technical Memorandum
4. Architectural Site Plan
5. Landscaping Plan
6. Preliminary Elevations
7. Confirmation of Capacity letter from WHSD



**City Of Warrenton**  
**Planning Department**  
**Site Design Review**  
**WMC 16.212**

<b>OFFICE USE</b>	FEE See Fee Schedule
	File# SDR - _____ - _____
	Date Received _____
	Receipt# _____

Site design review shall be required for all new developments and modifications of existing developments, except for regular maintenance, repair and replacement of materials, parking resurfacing, and similar maintenance and repair shall be exempt. A property owner or designated representative may initiate a request for site design review by filing an application with the Planning Department. In addition, the applicant shall provide any related plans, drawings, and/or information needed to provide background for the request.

**Property**

Address: 380 SE Alt Hwy 101, Warrenton, OR 97146

Tax Lot (s): 81028AD03400

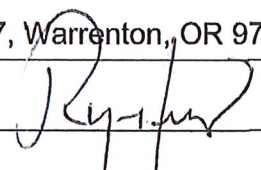
Zone: RH Flood Zone: X, AE 100- yr Wetlands: LWI: Non-significant

**Applicant**

Name (s): Helligso Construction Co./Ryan Helligso, president

Phone: 503-325-7697 E-Mail Address: ryan@helligsoconstruction.com

Mailing Address: P.O. Box 147, Warrenton, OR 97146

Applicant Signature(s):  Date: \_\_\_\_\_

**Property Owner (if different from applicant)**

Name (s): LU NE Properties, LLC/Lori Lum

Phone: (503) 861-1144 E-mail Address: lori@lumsautocenter.com

Mailing Address: P.O. Box 820, Warrenton, OR 97146

Owner's Signature:  Date: \_\_\_\_\_

*I am a record owner of property (person(s) whose name is on the most recently-recorded deed), or contract purchaser with written permission from the record owner and am providing my signature as written authorization for the applicant to submit this application.*

Site Design Review  
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## Project Description (Include Type of Business)

Subject to approval of a rezoning from R-10 Intermediate Density Residential to R-H High Density Residential, the project proposes a Multi-Family (MF) housing development as a Type I Permitted Use per WMC 16.36.020.F. The development will provide 16 rental units in two 2-story buildings. Each building will offer one 1-bedroom, six 2-bedroom, and one 3-bedroom apartments. The ground floor of each building includes a 1-bedroom and a 3-bedroom ADA-accessible apartment.

## Site Design Permit Extension Criteria

Please provide written responses to each of the criteria below that clearly explain how your proposal meets each item. Attach a separate piece of paper if needed. Be as specific as possible. "Yes" and "No" responses are not sufficient.

WMC 16.212.040

1. The application is complete, as determined in accordance with Chapter 16.208 and subsection B of this section.

Please see attached Compliance Narrative.

2. The application complies with all of the applicable provisions of the underlying land use district (Division 2), including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other special standards as may be required for certain land uses.

Please see attached Compliance Narrative.

3. The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with Chapter 16.276, Nonconforming Uses and Development.

Please see attached Compliance Narrative.

4. The application complies with the applicable design standards contained in Division 3.

Please see attached Compliance Narrative.

## Submittal Checklist

Applicants shall submit all of the following items on a site plan along with the application form. The site plan shall contain the following information:

Site Design Review  
7.2024

- ☒ The proposed development site, including boundaries, dimensions, and gross area drawn to scale.
- ☐ Natural land features identified which are proposed to be removed or modified by the development, including modifications to existing drainage patterns, if any. **[N/A]**
- ☒ The location and dimensions of all proposed public and private streets, drives, rights-of-way, and easements, if any
- ☒ The location and dimensions of all existing and proposed structures, utilities, pavement and other improvements on the site. Setback dimensions for all existing and proposed buildings shall be provided on the site plan.
- ☒ The location and dimensions of entrances and exits to the site for vehicular, pedestrian, and bicycle access, if being modified by the application.
- ☒ The location and dimensions of all parking and vehicle circulation areas (show striping for parking stalls and wheel stops, as applicable), and proposed paving materials.
- ☒ Pedestrian and bicycle circulation areas, including sidewalks, internal pathways, pathway connections to adjacent properties, and any bicycle lanes or trails.
- ☐ Loading and service areas for waste disposal, loading and delivery, if any **[N/A]**
- ☐ Outdoor recreation spaces, common areas, plazas, outdoor seating, street furniture, and similar improvements. **[N/A]**
- ☐ Location, type, and height of outdoor lighting. **[TBD, see Compliance Narrative]**
- ☐ Locations, sizes, and types of signs (shall comply with Chapter 16.144). **[TBD]**
- ☐ The Planning Department may require studies or exhibits prepared by qualified professionals to address specific site features (e.g., traffic, noise, environmental features, site drainage, natural hazards, etc.).
- ☒ The applicant's entire tax lot and the surrounding property to a distance sufficient to determine the location of the development in the City, and the relationship between the proposed development site and adjacent property and development. The property boundaries, dimensions and gross area shall be identified.
- ☐ Identification of slopes greater than 10%. **[N/A]**
- ☒ Any areas identified as located in a designated floodplain and/or floodway, if any
- ☒ Depict any wetland and riparian areas, streams and/or wildlife habitat areas, if any.
- ☐ Site features such as pavement, areas having unique views, and drainage ways, canals and ditches, if any.
- ☐ Any designated historic and cultural resources areas on the site and/or adjacent parcels or lots. **[N/A]**
- ☒ North arrow, scale, names and addresses of all property owners.

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☐ Name and address of applicant, project designer, engineer, architect, surveyor, and/or planner, if applicable.

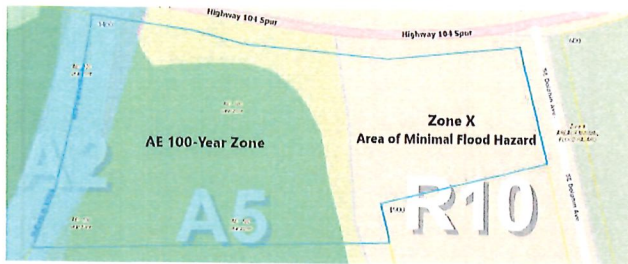
☐ Letter or narrative report documenting compliance with the applicable approval criteria including the conditional use criteria, zoning development standards, and applicable design standards. Please see the Planning Staff for applicable design standards.

**This application will not be officially accepted until department staff have determined that the application is completely filled out, signed, the application fee has been paid, and the submittal requirements have been met.**

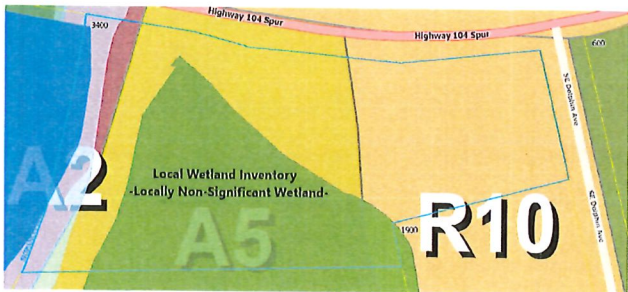
Site Design Review  
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Lum Village Multi-Family Housing Development  
Zoning, Flood Hazard, and Wetland

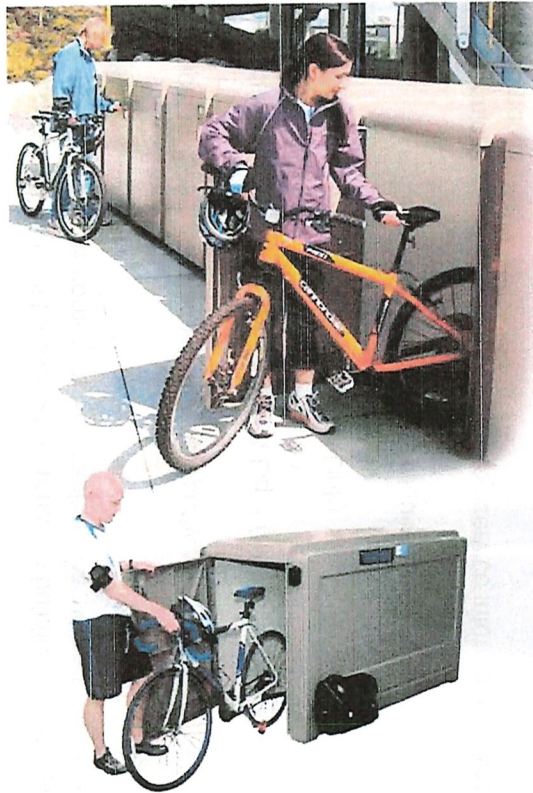
Subject parcel TL 3400 City Zoning Districts and FEMA Flood Hazard



Subject parcel TL 3400 Local Wetland Inventory



**CYCLESafe BICYCLE LOCKER SYSTEMS**  
**PROPARK® SERIES**



Setting  
the  
Standard  
for  
Secure  
Bicycle  
Parking



IMPACT STUDY  
AND  
TECHNICAL MEMORANDUM

October 21, 2024  
Lum's Apartment Complex  
380 SE Alt Hwy 101,  
Warrenton, Oregon 97146  
Tax Lot: 81028AD03400

UTILITIES (Electrical, Sewer, Water, Fire, Telephone/Cable, and Gas)

**Introduction and Background**

This proposed facility will be two (2) apartments buildings – 16 units' total. It is located at the intersection (SE corner) of SE Dolphin Avenue and Alternate 101 (Oregon Highway 104 Spur).

All typical utilities are adjacent to the property.

Electrical:	Pacific Power & Light (PPL)
Sewer and Water:	City of Warrenton
Telephone:	Lumen (CenturyLink)
Cable:	Charter/Spectrum
Gas:	NW Natural (not required)

This technical memorandum presents key service information relative to the proposed development.

**Electrical Power Service:**

Electrical power service will be provided by local provider, Pacific Power and Light (PPL). Pacific Power currently operates in the vicinity of the project with overhead electrical power lines extending along SE Dolphin Avenue to the east of the site, and Alternative Highway 101, on the north side of the site. An electrical power service line will be provided to the site via a proposed electrical transformer underground vault. This power will be distributed to the two (2) buildings via a conventional building service entrance. All onsite electrical service lines will be underground.

**Detailed Electrical Supply System Design and Construction:** All electrical supply facility details will be established by the project's Design/Build (D/B) electrical contractor in coordination with Pacific Power, following all applicable Pacific Power and City standards and in accordance with all applicable electrical codes.

Preliminary loads (similar projects): 150 A per unit x 16 units = 2,400 A + 100 A (exterior

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loads) = 2500 A. Typical electrical transformer for this size would be 600 kVa.

### **Sanitary Sewer Service**

Wastewater Facilities Plan: The existing public sewer system is described in the City of Warrenton, Oregon, Wastewater Facilities Plan, Final Report, November 2002 (HLB & Associates, Inc./H. B. Esvelt Engineering).

Existing Facilities: Existing gravity sewer, pumping station and pressure (force) main facilities collect and convey raw sewage from the City's developed areas to the City's wastewater treatment facilities. Treated wastewater outfalls downstream into Young's Bay.

Wastewater from the property will enter the existing gravity sewer main along SE Dolphin Avenue to the Alt. Hwy 101 gravity main – this directly flows into the Skipanon Pump Station.

Skipanon Pump Station: This pump station transfers from SE Warrenton and the Industrial Park area, (i.e., Oregon Youth Authority, Pump Station "C") by force main, to a gravity main located in the center of SE Main Street in Warrenton. Sewage flows by this gravity main north and east until it empties into the 3rd and Main Court P/S (Original #1), then by force main toward the lagoon system. This station is relatively new, constructed in 1998, and in good condition. (ref. Wastewater Facilities plan, 2002)

Proposed Service Connection: Proposed connection is a 6" PVC sewer lateral to the existing sewer main (8" PVC) along SE Dolphin Avenue. Connection to the existing sewer main is to be determined (new sewer Wye or a concrete sewer manhole (48" diameter) – subject to Public Works. Construction will be completed with the required cleanouts, all in accordance with current City of Warrenton design and construction standards.

Proposed Sewage Contribution and Characteristics: Apartments will in general have a standard kitchen, bathroom, and washer. These combined facilities are expected to generate about the same or less flow of traditional/normal domestic wastewater character, of a one single family home (16 units).

### **Water Service:**

This existing public water system is described in the City of Warrenton, Oregon, Water Master Plan (WMP), July 2018 (Murray Smith), and provides for all public uses, including, drinking water, fire suppression and landscape irrigation.

Water Source: The city delivers drinking water by way of pipelines, pumping stations and storage facilities that convey treated Young's River source water from facilities situated up-river easterly of Gearhart.

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Pressure Zones: The subject Lum's Apartment complex site lies within the City's "Town Zone" pressure zone, which operates at a maximum hydraulic grade line (HGL) elevation of 225 feet. This elevation is the overflow elevation of the City's 3.5 million gallon (mg), South Reservoir. It dictates the operating hydraulic grade line throughout the service level and establishes the resultant system pressures throughout the pressure zone. With the proposed finished floor elevation being 32.0 feet, resultant static pressure during non-demand periods will be 83 pounds per square inch (psi). This pressure is calculated by taking the difference between the static HGL and the subject "ground elevation" (225-feet minus 32.0 feet = 193 feet) and dividing the result by 2.31 (one psi is equivalent to 2.31 feet or head of water). Actual pressures will vary below this level depending on system demand.

Water Master Plan: Based on a review of the City's active/current Water Master Plan, the subject site is appropriately and adequately served. A robust piping system surrounds the site, with relatively large 18-inch diameter piping being in place on SE Dolphin, adjacent (east) to the site. The result is ample fire flow capacity in the local water distribution system. The WMP reports no deficiencies related to this project's water service needs. The City's South Reservoir is reported as having more than adequate capacity through the 20-year planning period. The fire suppression storage component, for this type of structure is 1500 GPM.

Hydraulic Modeling/Water System Pressures: The City's WMP, hydraulic modeling tested system performance under normal average day demand, maximum day demand plus fire flow, and peak hour demand conditions, with no service deficiencies being reported at this location.

Resultant residual pressures reported that the large distribution piping system surrounding the project's site location, under various flow conditions, are as follows:

Residual Pressure, Average Day Demand (ADD):	90-100 psi
Residual Pressure, MDD plus Fire Flow (MDD):	80-90 psi
Residual Pressure, Peak Hour Demand (PHD):	90-100 psi

Per industry standards, residual pressure evaluation criterion were as follows:

Minimum During MDD + Fire Flow:	20 psi
Minimum During PHD:	40psi
Normal Maximum:	80-100psi

The above flows are provided by the normal water distribution system. As a further emergency back-up to this system, the city continues to maintain the 0.25-million-gallon Harbor Street Reservoir and Harbor Street Booster Pumping Station (two-1,400 gpm pumps). These facilities are located just northerly of the subject project site.

Previous Improvements: A 4-inch diameter water main was extended westerly from SE Dolphin (18" Ductile Iron) during the reconstruction of SE Dolphin (late 2000's). This pipeline (unknown length – but w/gate valve) is located on the northeast corner of the project (in the road). A fire hydrant is across the street on SE Dolphin Avenue.

Proposed Water Service Connection: This project proposes to extend the 4" water service stub-out. This line will be extended to the property – 20-30 feet. With such an extension, it is proposed that the site's fire and domestic service connection be made via a 4-inch diameter water service extension – along SE Dolphin Avenue.

This new water main, in a Public Utility Easement, will provide the fire sprinkler system for the building and domestic supply for the new building. The new city water meter will be located as near the end of the 4" water main. Since this is a commercial use and a backflow device will be installed after the water meter.

Fire Supply - Double Detector Check Valve is to be provided by the project. This will be installed with a 'tattletale' meter.

Fire Department Connection (FDC) will be provided for the proposed building, which will consist of a Fire Department Connection (FDC Standpipe) with locking caps. There will also be an FDC Post Indicator Valve installed between the FDC and the building. This proposed FDC line will be 'dry' and will have a ball check valve in a small concrete vault for drainage. Please note that the Post Indicator Valve will be alarmed into the new fire panel in the proposed building.

Fire Hydrant: Existing fire hydrant is available on the east side of SE Dolphin Ave. The F/H is located within 100 feet of the property corner.

Fire Hydrant Flow Testing: A fire flow test is scheduled for the week of 21-25 October 2024. Results will be published when completed.

### **Telephone & Cable Television Communications Service**

Telephone and cable television services will be provided by local providers Lumen (CenturyLink) and Charter Spectrum. Both companies also offer high-speed internet service. These providers operate with franchise agreements with both the City of Warrenton and Pacific Power that enables their low voltage communications cables to be strung overhead on Pacific Power's utility poles. Similar to the above-described provisions for electrical service, communications connections will be made at the southwest corner of the site and on-site service cables will extend underground through conduits installed. Conduit requirements will be coordinated with the communications service providers and will be constructed by the project's general contractor as electrical conduits are being installed.

Note: There are two (2) existing pedestals for Lumen (CenturyLink) and Charter near the project

**Gas Service: None required**

Natural gas services can be provided by the local provider, NW Natural. NW Natural currently operates in the vicinity of the project with existing distribution pipelines being in Alternative Highway 101 right-of-way to the north of the property.

**PARKS**

Parks are managed by the City Parks and Trails Department, which is currently updating the Parks Master Plan (2020). The current 2010 Master Plan lists twelve park facilities that comprise 40.8 acres of developed parkland owned and maintained by the City of Warrenton. The parks closest to the proposed Lum Village development are the Quincy & Bessie Robinson Community Park (9.8 acres) and the Skipanon River Park (1.4 acres), both of which are approximately one mile north of the subject property. Section 3.4 Park Service Areas of the 2010 plan states that "convenient access to some type of developed park" is defined as a ¼ mile or less walking distance. Due to the inconvenient distance from the nearest park, the proposed development does not have the potential to directly impact a City park or its users and services.

**NOISE**

Generally speaking, noise levels outdoors in residential developments tends to rise to about 55 decibels during the daytime. Lum Village does not include any active outdoor recreational facilities such as basketball courts, so noise levels after construction are expected to not create negative impacts on adjacent properties.

During construction, noise levels will rise temporarily depending on the type of equipment being operated; and Warrenton Municipal Code Section 9.04.040 Unnecessary Noise will prevent noise disturbances between 6:00 pm and 7:00 am.

**TRANSPORTATION**

See Lu Village Consolidated Application Compliance Narrative under Rezone §16.256.030.A. for details on the pending Traffic Impact Study.

## **Lum Forest Multi-Family Housing Development**

### **Consolidated Application Compliance Narrative**

- ❖ Applications are presented in assumed order of review and decision.
- ❖ City of Warrenton Development Code (WDC) sections and excerpts are italicized.
- ❖ Applicant's responses follow bullet points.
- ❖ The project will comply with all applicable standards, thus this Narrative does not address every standard but focuses on the more important and quantifiable standards.

#### **Type IV Rezone from R-10 District to R-H District**

Compliance responses listed on the Rezone application are provided on page 2 of the application form under *Rezone (Zoning Map Amendment) Review Criteria*. Additionally:

- *§16.256.030.A.* requires a traffic impact study (TIS) when the application involves a change in zoning. A proposal for the study is being prepared by the architectural and transportation planning firm Mackenzie Inc. and will be submitted as soon as study is available. As traffic impacts are anticipated to be negligible, the Applicant requests that the submittal of the TIS be made a condition of approval if the study is not available before the first public hearing.

#### **Type I Permitted Use for Multi-Family Housing Development**

- References to zoning of the subject property reflect the requested zone change to the R-H High Density Residential District.
- *§ 16.36.020 Permitted Uses.* The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:
  - F. Multifamily housing development subject to standards of Chapter 16.188.*
- *§ 16.36.040 Development Standards.*
  - The WDC uses the terms "lot" and "site" interchangeably, but in this case, where most of the parcel is undevelopable under Aquatic Conservation zoning, presence of wetlands, and a protected riparian corridor, the Applicant considers the developable residentially-zoned area as the development "site". For comparison, responses in this and other sections of the Compliance Narrative provide calculations for both the larger lot (Tax Lot 3400) and the developable residentially zoned area.

**A. Density Provisions.**

**4. Minimum lot area for a multifamily dwelling: 10,000 square feet.**

- The lot area is 3.20 acres, or 139,392 square feet.
- The R-H zoned portion is ±50,000 square feet.

**5. Maximum density for multifamily structures: one dwelling unit per 1,600 square feet of site area.**

- The lot would allow 87 dwelling units, but only the R-H portion is developable.
- The R-H portion would allow 31 dwelling units.

**6. Lot coverage: not more than 55% of an individual lot area shall be covered by buildings.**

- 55% of the lot area = 76,665 square feet.
- 55% of the R-H area = 27,500 sq. ft. The two buildings cover 8,400 square feet.

**9. Minimum lot depth: 70 feet.**

- The lot depth = ±650 feet
- The R-H portion depth = ±250 feet

**10. Maximum building height: 40 feet.**

- Proposed building height = maximum 29 feet (TBD)

**11. The lowest density which will be allowed in new subdivisions and other developments with four or more units that are located on sites without significant natural feature problems is five dwelling units per gross acre.**

- Absent a WMC definition of “significant natural feature problems”, Applicant asserts that the wetland area fits the description; hence, the R-H portion, aka the “development site”, is used for the calculation of lowest density. With a development site area of ±50,000 square feet, one gross acre (43,560 square feet) is considered. The project proposes 16 dwelling units, more than three times the lowest density. Even if the entire lot area is considered, the lowest density for its three gross acres would be 15 dwelling units. Both approaches exceed the standard.

➤ **§ 16.36.050 Other Applicable Standards.**

**B. Outside storage areas shall be enclosed by suitable vegetation, fencing or walls, in conformance with Chapter 16.124.**

- Outside storage areas are not provided.

**C. All uses shall comply with access and parking standards in Chapters 16.116 and 16.128 except as may be permitted by conditional use or variance.**

- *§ 16.116.030. Architectural and Site Design Standards* do not apply to residential development.
- *§ 16.116.120.C. Access Permit Required.* An access permit on SE Dolphin Avenue will be obtained from the City of Warrenton following approval of the Site Design.
- *§ 16.116.120.D. Traffic Study.* The Rezone component of the consolidated application requires a Traffic Impact Study (see Rezone section above under *§16.256.030.A.*)
- *§ 16.116.120.F. Access Options. 5. Double-Frontage Lots. When a lot has frontage onto two or more streets, access shall be provided first from the street with the lowest classification.* The lot fronts both Highway 104 and SE Dolphin Avenue, hence primary access will be from lower-classification SE Dolphin Avenue.

Subsection 5 also requires a 10-foot visual buffer of evergreens between the boundaries of the proposed R-H zoned subject parcel and the R-10 zoned parcel to the south. The buffer strip is shown on the Site Plan.

- *§ 16.116.120.G. Access Spacing.* Subsection G.1 lists both 25 feet and 20 feet for minimum separation of driveways for all dwelling types except multiple-family.

Subsection G.4, however, states that, *The distance from a street intersection to a driveway or other street access shall meet or exceed the minimum spacing requirements for the street classification in the Warrenton TSP* (Transportation System Plan). The TSP classifies SE Dolphin Avenue as a Local Street, which requires minimum access spacing of 25 feet. The distance between the Highway 104 ROW and the north edge of the project's proposed driveway apron is >120 feet. The distance between the south edge of the project's proposed driveway and the north edge of the driveway serving the residential parcel to the south is ±90 feet.

- *§ 16.116.120.K. Driveway Openings and Widths.* Subsection K.3 requires that, *Multiple-family uses with eight or more dwelling units shall have a minimum driveway width of 24 feet*, which is the width of the driveway on the Site Plan. Subsection 5. Requires a minimum five-foot setback from the edge of driveway to any property line. The Site Plan shows a setback of 10 feet from the south property line.
- *§ 16.116.120.L. Fire Access and Circulation* does not require a separate fire apparatus access road, yet the driveway and travel lane widths of 24 feet exceed the minimum fire access width of 20 feet, subject to approval of the Warrenton Fire Department.

- *§ 16.116.120.M Vertical Clearance and N. Vision Clearance* standards will be met as shown on the Site Plan.
- *§ 16.116.120.O. Construction* standards for surfacing shall be met as described in Subsection 1. Compliance with Subsection 2 *Surface Water Management* standards for preventing drainage onto the public ROW and adjacent properties will be met with the inclusion of a bioswale that will filter and direct drainage to the on-site wetlands.
- *§ 16.120.030 Pedestrian Access and Circulation* requires a continuous and safe pedestrian access system, which is provided by the sidewalks delineated in the Site Plan and Landscape Plan. Subsection B.5 requires ADA accessible routes of travel, which are ensured by the location and design of sidewalks adjacent to each building.

➤ **§ 16.124.060 Landscape Conservation.**

*A. Applicability. All development sites containing significant vegetation, as defined below, shall comply...*

*B. Significant Vegetation. "Significant vegetation" means:*

*1. Significant Trees and Shrubs. Individual trees located within a mapped wetland area...*

- Local Inventory wetlands are mapped in only the far southwest corner of the development site (R-H area) where development is not proposed, and this area does not contain Significant Trees or Shrubs as defined.

*C. Mapping and Protection Required. All mapped wetland and riparian areas shall be protected in accordance with Chapter [16.156](#) and other applicable sections of this Code.*

*E. Construction. All areas of significant vegetation and mapped wetland and riparian areas shall be protected prior to, during, and after construction. Grading and operation of vehicles and heavy equipment is prohibited within significant vegetation areas, wetlands, and riparian areas, except as approved by the City for installation of utilities or streets, or in accordance with other approved plans.*

- The project will comply with Subsections C and E.

➤ **§ 16.124.070 New Landscaping.**

*A. Applicability. This section shall apply to all developments within the City of Warrenton.*

*B. Landscaping Plan Required. For every new development in the City of Warrenton requiring a City permit, a landscape plan is required. All landscape plans shall include the following minimum required details (see Section [16.212.040](#) for additional landscape plan requirements for projects requiring site design review):*

- The Landscape Plan includes all of the minimum required details.

**C. Landscape Area Standards.** *The minimum percentage of required landscaping equals:*

**1. Residential districts: 20% of the site.**

- 20% of the lot area = 27,878 square feet.
- 20% of the RH area = 10,000 sq. ft.
- The Landscape Plan provides 33,010 square feet sq. ft., which covers 27.9% of the site with new landscaping. Either calculation complies with the standard.

**D. Signs shall comply with standards in Chapter 16.144.**

- Signs are still in the design phase but will comply with all applicable standards.

**E. All development shall comply with the wetland and riparian area protection standards of Chapter 16.156.**

- As indicated on the Site Plan, the wetland and riparian areas of the lot will remain undisturbed.

**G. For any common boundary between an R-H zone and any other residential zone there shall be a visual buffer strip at least 10 feet wide to provide a dense evergreen landscape buffer which attains a mature height of at least eight feet.**

- The south boundary of the R-H-zoned development site is adjacent to the R-10 District. The Landscape Plan provides a buffer 10-feet wide along the common boundary.

**H. All uses must comply with the criteria of Chapter 16.124, Landscaping, Street Trees, Fences and Walls.**

- The Site Plan demonstrates compliance with Chapter 16.124 criteria.

**J. In place of garages, multifamily units are encouraged to provide storage facilities for residents subject to site design review.**

- Due to limited area, the development does not provide storage facilities.

**K. All new sewer and water connections for a proposed development shall comply with all City regulations.**

- The development will comply with all City regulations as described in the Impact Study.

➤ **§ 16.128.030 Vehicle Parking Standards.**

- Table 16.128.030.A  
Off-Street Parking Requirements (excerpt)

Multifamily and single-family attached dwelling

Studio units or 1-bedroom units less than 500 sq. ft.	1 space per unit
1-bedroom units 500 sq. ft. or larger	1.5 spaces per unit
2-bedroom units	1.75 spaces per unit
3-bedroom or greater units	2 spaces per unit

- The development proposes two 1-bedroom units at >500 sq. ft., twelve 2-bedroom units, and two 3-bedroom units, which together require 28 parking spaces. The Site Plan provides 29 parking spaces.

**D. Disabled Person Parking Spaces.**

- The Site Plan provides one ADA-accessible parking space and one ADA van-accessible parking space, as required by *Figure 16.128.030.D* for parking lots that contain between 26-50 parking spaces.

➤ **§ 16.128.040 Bicycle Parking Requirements.**

- *Table 16.128.040.A Bicycle Parking Requirements* standard is one space per four dwelling units, hence the 16-unit development requires four spaces, 75% long-term and 25% short-term. At the location on the Site Plan for Bicycle Parking the development will provide a bicycle locker as shown in the attached pamphlet.

➤ **§ 16.188.030 Design Standards.**

**A. Building Mass Supplemental Standard.** *The maximum width or length of a multiple-family building shall not exceed 200 feet (from end-wall to end-wall).*

- The building lengths are less than 85 feet from end-wall to end-wall.

**B. Common Open Space Standard.** *Inclusive of required setback yards, a minimum of 20% of the site area shall be designated and permanently reserved as useable common open space in all multiple-family developments. The site area is defined as the lot or parcel on which the development is planned, after subtracting any required dedication of street right-of-way and other land for public purposes (e.g., public park or school grounds, etc.). Sensitive lands (e.g., wetlands, riparian areas, and riparian setback areas/corridors) and historic buildings or landmarks open to the public and designated by the Comprehensive Plan may be counted towards meeting common open space requirements.*

- 20% of the site, as defined by this standard, is ±27,878 square feet. The wetland and riparian areas, consisting of ±111,513 square feet, will exceed the open space requirement.

*C. Trash Receptacles. Trash receptacles shall be oriented away from adjacent residences and shall be screened with an evergreen hedge or solid fence or wall of not less than six feet.*

- As indicated on the Site Plan and the Landscape Plan, the trash receptacle, labeled “Dumpster & Enclosure” is located across the parking lot from the buildings and will be screened by a hedge or enclosure.

### **Type III Site Design Review for Multi-Family Housing Development**

Site Design Review Extension Criteria:

➤ **§16.208.050.**

*A. Pre-application Conference.*

- The Pre-application Conference was held on September 26, 2024.

*B. 1. Application Form*

*2. a. All information requested on form*

*b. Three copies of narrative*

*c. Required fee*

*d. One set of pre-stamped/pre-addressed envelopes*

*e. Impact Study*

- Items B.1 and B.2. a.-e. are provided in the submittal of the Consolidated Application.

➤ **§16.212.040.B**

*1. Proposed Site Plan. The site plan shall contain the following information:*

- The Site Design Review Application form lists the items that shall be contained in the Site Plan. The Applicant has checked off and included the applicable items in the Site Plan.

*2. Architectural Drawings*

*a. Building elevations with building height and width dimensions.*

- Elevations are attached to the application.

*b. Building materials, color and type.*

- These items are still in the design stage and will be made available prior to the public hearing.

- c. *The name of the architect or designer.*
      - Provided on the drawings.
  - 3. *Preliminary Grading Plan. A preliminary grading plan prepared by a registered engineer shall be required for developments which would result in the grading (cut or fill) of 1,000 cubic yards or greater.*
    - The project is not anticipated to result in cut or fill of 1,000 cubic yards or greater, pending completion of soils investigation as discussed in the Large Scale Development section under **§ 16.192.030 Soil Suitability**. A Grading Plan will be submitted if the soils investigation recommends cut and/or fill that meet or exceed the threshold.
  - 4. *Landscape Plan*
    - The Landscape Plan is included in the Consolidated Application submittal.
  - 5. *Signs*
    - Signs are still in the design phase but will comply with all applicable standards.
  - 6. *Copies of all existing and proposed restrictions or covenants.*
    - There are no existing or proposed covenants.
  - 7. *Letter or narrative report documenting compliance with the applicable approval criteria contained in subsection C of this section.*
    - This Compliance Narrative is the required document.
- **§16.212.040.C Review Criteria.** *The Community Development Director shall make written findings with respect to all of the following criteria when approving, approving with conditions, or denying an application:*
- 1. *The application is complete, as determined in accordance with Chapter 16.208 and subsection B of this section.*
    - Section 16.208.020.C.1. describes the responsibility of the Planning Commission
  - 2. *The application complies with all of the applicable provisions of the underlying land use district (Division 2), including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other special standards as may be required for certain land uses.*
    - Compliance with the applicable provisions listed above is demonstrated on the Site Plan, the Landscape Plan, and attachments in the Consolidated Application.
  - 3. *The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with Chapter 16.276, Nonconforming Uses and Development.*

- The site does not contain any Nonconforming Uses and Development.

*4. The application complies with the applicable design standards contained in Division 3.*

- Division 3 design standards are contained in Chapter 16.116 and are addressed on pages 3 and 4 of this Narrative.

### **Type III Large Scale Development Review for Multi-Family Housing Development**

➤ **§ 16.192.030 Soil Suitability.**

*A. Unless the Community Development Director (Type I or Type II) or hearings body (Type III) determines that an adequate detailed soil survey has already been undertaken for the entire portion of the site proposed for development.*

- The Clatsop County Soil Survey provides adequate details on the development site, which is mapped entirely as Walluski silt loam 0-2% slopes. This soil mapping unit extends on level ground eastward to encompass the Lum's automobile dealership, where a Geotechnical Engineering Services Report was conducted by Registered Professional Engineers of Professional Service Industries Inc. The project engineer anticipates that because of the level grade and the identical soil type that exists on and connects the dealership and the new development site, the findings and recommendations of the Report will be suitable for the Lum Forest development. Soil borings have been scheduled for the development site that will enable the project engineer to confirm or modify the recommendations for grading and construction.

➤ **§ 16.192.040 Stormwater Management.**

- The stormwater management plan is detailed on the Site Plan, and consists of directing overland flow to a bioswale that will filter and direct surface water to the lot's extensive wetland area to avoid any off-site impacts.

➤ **§ 16.192.050 Utilities.**

- Detailed information and analyses of the project's impacts on Utilities are contained in the impact Study included in the Consolidated Application.

➤ **§ 16.192.060 Schools.**

- Warrenton-Hammond School District Superintendent Tom Rogozinski stated verbally that the local schools have the capacity to accommodate children from the development. Mr. Rogozinski stated that he will provide a letter to the applicant, which will be submitted to the City upon receipt.

➤ *§ 16.192.070 Landscape Suitability.*

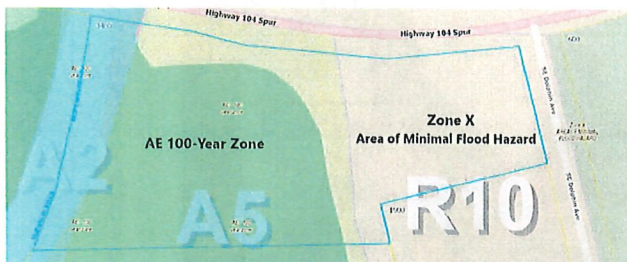
- The development's Landscape Plan provides suitable landscaping that complies with the standards in *Section 16.124,070 New Landscaping.*

➤ *§ 16.192.080 Signs.*

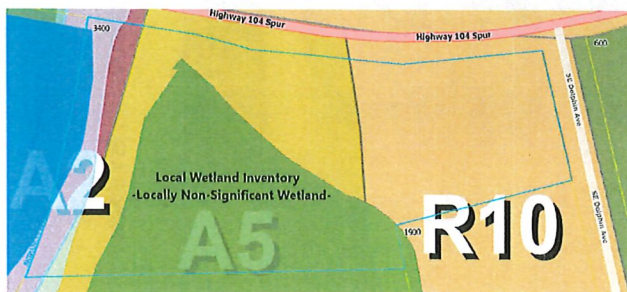
- Signs are still in the design phase but will comply with all applicable standards.

Lum Village Multi-Family Housing Development  
Zoning, Flood Hazard, and Wetland

Subject parcel TL 3400 City Zoning Districts and FEMA Flood Hazard



Subject parcel TL 3400 Local Wetland Inventory



**CYCLESafe BICYCLE LOCKER SYSTEMS**  
**PROPARK® SERIES**



Setting  
the  
Standard  
for  
Secure  
Bicycle  
Parking



IMPACT STUDY  
AND  
TECHNICAL MEMORANDUM

October 21, 2024  
Lum's Apartment Complex  
380 SE Alt Hwy 101,  
Warrenton, Oregon 97146  
Tax Lot: 81028AD03400

UTILITIES (Electrical, Sewer, Water, Fire, Telephone/Cable, and Gas)

**Introduction and Background**

This proposed facility will be two (2) apartments buildings – 16 units' total. It is located at the intersection (SE corner) of SE Dolphin Avenue and Alternate 101 (Oregon Highway 104 Spur).

All typical utilities are adjacent to the property.

Electrical:	Pacific Power & Light (PPL)
Sewer and Water:	City of Warrenton
Telephone:	Lumen (CenturyLink)
Cable:	Charter/Spectrum
Gas:	NW Natural (not required)

This technical memorandum presents key service information relative to the proposed development.

**Electrical Power Service:**

Electrical power service will be provided by local provider, Pacific Power and Light (PPL). Pacific Power currently operates in the vicinity of the project with overhead electrical power lines extending along SE Dolphin Avenue to the east of the site, and Alternative Highway 101, on the north side of the site. An electrical power service line will be provided to the site via a proposed electrical transformer underground vault. This power will be distributed to the two (2) buildings via a conventional building service entrance. All onsite electrical service lines will be underground.

Detailed Electrical Supply System Design and Construction: All electrical supply facility details will be established by the project's Design/Build (D/B) electrical contractor in coordination with Pacific Power, following all applicable Pacific Power and City standards and in accordance with all applicable electrical codes.

Preliminary loads (similar projects): 150 A per unit x 16 units = 2,400 A + 100 A (exterior

Revised: 10/22/2024

loads) = 2500 A. Typical electrical transformer for this size would be 600 kVa.

### **Sanitary Sewer Service**

Wastewater Facilities Plan: The existing public sewer system is described in the City of Warrenton, Oregon, Wastewater Facilities Plan, Final Report, November 2002 (HLB & Associates, Inc./H. B. Esvelt Engineering).

Existing Facilities: Existing gravity sewer, pumping station and pressure (force) main facilities collect and convey raw sewage from the City's developed areas to the City's wastewater treatment facilities. Treated wastewater outfalls downstream into Young's Bay.

Wastewater from the property will enter the existing gravity sewer main along SE Dolphin Avenue to the Alt. Hwy 101 gravity main – this directly flows into the Skipanon Pump Station.

Skipanon Pump Station: This pump station transfers from SE Warrenton and the Industrial Park area, (i.e., Oregon Youth Authority, Pump Station "C") by force main, to a gravity main located in the center of SE Main Street in Warrenton. Sewage flows by this gravity main north and east until it empties into the 3rd and Main Court P/S (Original #1), then by force main toward the lagoon system. This station is relatively new, constructed in 1998, and in good condition. (ref. Wastewater Facilities plan, 2002)

Proposed Service Connection: Proposed connection is a 6" PVC sewer lateral to the existing sewer main (8" PVC) along SE Dolphin Avenue. Connection to the existing sewer main is to be determined (new sewer Wye or a concrete sewer manhole (48" diameter) – subject to Public Works. Construction will be completed with the required cleanouts, all in accordance with current City of Warrenton design and construction standards.

Proposed Sewage Contribution and Characteristics: Apartments will in general have a standard kitchen, bathroom, and washer. These combined facilities are expected to generate about the same or less flow of traditional/normal domestic wastewater character, of a one single family home (16 units).

### **Water Service:**

This existing public water system is described in the City of Warrenton, Oregon, Water Master Plan (WMP), July 2018 (Murray Smith), and provides for all public uses, including, drinking water, fire suppression and landscape irrigation.

Water Source: The city delivers drinking water by way of pipelines, pumping stations and storage facilities that convey treated Young's River source water from facilities situated up-river easterly of Gearhart.

Revised: 10/22/2024

Pressure Zones: The subject Lum's Apartment complex site lies within the City's "Town Zone" pressure zone, which operates at a maximum hydraulic grade line (HGL) elevation of 225 feet. This elevation is the overflow elevation of the City's 3.5 million gallon (mg), South Reservoir. It dictates the operating hydraulic grade line throughout the service level and establishes the resultant system pressures throughout the pressure zone. With the proposed finished floor elevation being 32.0 feet, resultant static pressure during non-demand periods will be 83 pounds per square inch (psi). This pressure is calculated by taking the difference between the static HGL and the subject "ground elevation" (225-feet minus 32.0 feet = 193 feet) and dividing the result by 2.31 (one psi is equivalent to 2.31 feet or head of water). Actual pressures will vary below this level depending on system demand.

Water Master Plan: Based on a review of the City's active/current Water Master Plan, the subject site is appropriately and adequately served. A robust piping system surrounds the site, with relatively large 18-inch diameter piping being in place on SE Dolphin, adjacent (east) to the site. The result is ample fire flow capacity in the local water distribution system. The WMP reports no deficiencies related to this project's water service needs. The City's South Reservoir is reported as having more than adequate capacity through the 20-year planning period. The fire suppression storage component, for this type of structure is 1500 GPM.

Hydraulic Modeling/Water System Pressures: The City's WMP, hydraulic modeling tested system performance under normal average day demand, maximum day demand plus fire flow, and peak hour demand conditions, with no service deficiencies being reported at this location.

Resultant residual pressures reported that the large distribution piping system surrounding the project's site location, under various flow conditions, are as follows:

Residual Pressure, Average Day Demand (ADD):	90-100 psi
Residual Pressure, MDD plus Fire Flow (MDD):	80-90 psi
Residual Pressure, Peak Hour Demand (PHD):	90-100 psi

Per industry standards, residual pressure evaluation criterion were as follows:

Minimum During MDD + Fire Flow:	20 psi
Minimum During PHD:	40psi
Normal Maximum:	80-100psi

The above flows are provided by the normal water distribution system. As a further emergency back-up to this system, the city continues to maintain the 0.25-million-gallon Harbor Street Reservoir and Harbor Street Booster Pumping Station (two-1,400 gpm pumps). These facilities are located just northerly of the subject project site.

Previous Improvements: A 4-inch diameter water main was extended westerly from SE Dolphin (18" Ductile Iron) during the reconstruction of SE Dolphin (late 2000's). This pipeline (unknown length – but w/gate valve) is located on the northeast corner of the project (in the road). A fire hydrant is across the street on SE Dolphin Avenue.

Proposed Water Service Connection: This project proposes to extend the 4" water service stub-out. This line will be extended to the property – 20-30 feet. With such an extension, it is proposed that the site's fire and domestic service connection be made via a 4-inch diameter water service extension – along SE Dolphin Avenue.

This new water main, in a Public Utility Easement, will provide the fire sprinkler system for the building and domestic supply for the new building. The new city water meter will be located as near the end of the 4" water main. Since this is a commercial use and a backflow device will be installed after the water meter.

Fire Supply - Double Detector Check Valve is to be provided by the project. This will be installed with a 'tattletale' meter.

Fire Department Connection (FDC) will be provided for the proposed building, which will consist of a Fire Department Connection (FDC Standpipe) with locking caps. There will also be an FDC Post Indicator Valve installed between the FDC and the building. This proposed FDC line will be 'dry' and will have a ball check valve in a small concrete vault for drainage. Please note that the Post Indicator Valve will be alarmed into the new fire panel in the proposed building.

Fire Hydrant: Existing fire hydrant is available on the east side of SE Dolphin Ave. The F/H is located within 100 feet of the property corner.

Fire Hydrant Flow Testing: A fire flow test is scheduled for the week of 21-25 October 2024. Results will be published when completed.

### **Telephone & Cable Television Communications Service**

Telephone and cable television services will be provided by local providers Lumen (CenturyLink) and Charter Spectrum. Both companies also offer high-speed internet service. These providers operate with franchise agreements with both the City of Warrenton and Pacific Power that enables their low voltage communications cables to be strung overhead on Pacific Power's utility poles. Similar to the above-described provisions for electrical service, communications connections will be made at the southwest corner of the site and on-site service cables will extend underground through conduits installed. Conduit requirements will be coordinated with the communications service providers and will be constructed by the project's general contractor as electrical conduits are being installed.

Note: There are two (2) existing pedestals for Lumen (CenturyLink) and Charter near the project

**Gas Service: None required**

Natural gas services can be provided by the local provider, NW Natural. NW Natural currently operates in the vicinity of the project with existing distribution pipelines being in Alternative Highway 101 right-of-way to the north of the property.

## PARKS

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### **Type IV Rezone from R-10 District to R-H District**

Compliance responses listed on the Rezone application are provided on page 2 of the application form under *Rezone (Zoning Map Amendment) Review Criteria*. Additionally:

- *§16.256.030.A.* requires a traffic impact study (TIS) when the application involves a change in zoning. A proposal for the study is being prepared by the architectural and transportation planning firm Mackenzie Inc. and will be submitted as soon as study is available. As traffic impacts are anticipated to be negligible, the Applicant requests that the submittal of the TIS be made a condition of approval if the study is not available before the first public hearing.

### **Type I Permitted Use for Multi-Family Housing Development**

- References to zoning of the subject property reflect the requested zone change to the R-H High Density Residential District.
- *§ 16.36.020 Permitted Uses.* *The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:*
  - F. Multifamily housing development subject to standards of Chapter 16.188.*
- *§ 16.36.040 Development Standards.*
  - The WDC uses the terms “lot” and “site” interchangeably, but in this case, where most of the parcel is undevelopable under Aquatic Conservation zoning, presence of wetlands, and a protected riparian corridor, the Applicant considers the developable residentially-zoned area as the development “site”. For comparison, responses in this and other sections of the Compliance Narrative provide calculations for both the larger lot (Tax Lot 3400) and the developable residentially zoned area.

**A. Density Provisions.**

**4. Minimum lot area for a multifamily dwelling: 10,000 square feet.**

- The lot area is 3.20 acres, or 139,392 square feet.
- The R-H zoned portion is ±50,000 square feet.

**5. Maximum density for multifamily structures: one dwelling unit per 1,600 square feet of site area.**

- The lot would allow 87 dwelling units, but only the R-H portion is developable.
- The R-H portion would allow 31 dwelling units.

**6. Lot coverage: not more than 55% of an individual lot area shall be covered by buildings.**

- 55% of the lot area = 76,665 square feet.
- 55% of the R-H area = 27,500 sq. ft. The two buildings cover 8,400 square feet.

**9. Minimum lot depth: 70 feet.**

- The lot depth = ±650 feet
- The R-H portion depth = ±250 feet

**10. Maximum building height: 40 feet.**

- Proposed building height = maximum 29 feet (TBD)

**11. The lowest density which will be allowed in new subdivisions and other developments with four or more units that are located on sites without significant natural feature problems is five dwelling units per gross acre.**

- Absent a WMC definition of “significant natural feature problems”, Applicant asserts that the wetland area fits the description; hence, the R-H portion, aka the “development site”, is used for the calculation of lowest density. With a development site area of ±50,000 square feet, one gross acre (43,560 square feet) is considered. The project proposes 16 dwelling units, more than three times the lowest density. Even if the entire lot area is considered, the lowest density for its three gross acres would be 15 dwelling units. Both approaches exceed the standard.

➤ **§ 16.36.050 Other Applicable Standards.**

**B. Outside storage areas shall be enclosed by suitable vegetation, fencing or walls, in conformance with Chapter 16.124.**

- Outside storage areas are not provided.

**C. All uses shall comply with access and parking standards in Chapters 16.116 and 16.128 except as may be permitted by conditional use or variance.**

- *§ 16.116.030. Architectural and Site Design Standards* do not apply to residential development.
- *§ 16.116.120.C. Access Permit Required.* An access permit on SE Dolphin Avenue will be obtained from the City of Warrenton following approval of the Site Design.
- *§ 16.116.120.D. Traffic Study.* The Rezone component of the consolidated application requires a Traffic Impact Study (see Rezone section above under *§16.256.030.A.*)
- *§ 16.116.120.F. Access Options. 5. Double-Frontage Lots.* When a lot has frontage onto two or more streets, access shall be provided first from the street with the lowest classification. The lot fronts both Highway 104 and SE Dolphin Avenue, hence primary access will be from lower-classification SE Dolphin Avenue.

Subsection 5 also requires a 10-foot visual buffer of evergreens between the boundaries of the proposed R-H zoned subject parcel and the R-10 zoned parcel to the south. The buffer strip is shown on the Site Plan.

- *§ 16.116.120.G. Access Spacing.* Subsection G.1 lists both 25 feet and 20 feet for minimum separation of driveways for all dwelling types except multiple-family.

Subsection G.4, however, states that, *The distance from a street intersection to a driveway or other street access shall meet or exceed the minimum spacing requirements for the street classification in the Warrenton TSP* (Transportation System Plan). The TSP classifies SE Dolphin Avenue as a Local Street, which requires minimum access spacing of 25 feet. The distance between the Highway 104 ROW and the north edge of the project's proposed driveway apron is >120 feet. The distance between the south edge of the project's proposed driveway and the north edge of the driveway serving the residential parcel to the south is ±90 feet.

- *§ 16.116.120.K. Driveway Openings and Widths.* Subsection K.3 requires that, *Multiple-family uses with eight or more dwelling units shall have a minimum driveway width of 24 feet*, which is the width of the driveway on the Site Plan. Subsection 5. Requires a minimum five-foot setback from the edge of driveway to any property line. The Site Plan shows a setback of 10 feet from the south property line.
- *§ 16.116.120.L. Fire Access and Circulation* does not require a separate fire apparatus access road, yet the driveway and travel lane widths of 24 feet exceed the minimum fire access width of 20 feet, subject to approval of the Warrenton Fire Department.

- *§ 16.116.120.M Vertical Clearance and N. Vision Clearance* standards will be met as shown on the Site Plan.
- *§ 16.116.120.O. Construction* standards for surfacing shall be met as described in Subsection 1. Compliance with Subsection 2 *Surface Water Management* standards for preventing drainage onto the public ROW and adjacent properties will be met with the inclusion of a bioswale that will filter and direct drainage to the on-site wetlands.
- *§ 16.120.030 Pedestrian Access and Circulation* requires a continuous and safe pedestrian access system, which is provided by the sidewalks delineated in the Site Plan and Landscape Plan. Subsection B.5 requires ADA accessible routes of travel, which are ensured by the location and design of sidewalks adjacent to each building.

➤ **§ 16.124.060 Landscape Conservation.**

*A. Applicability. All development sites containing significant vegetation, as defined below, shall comply...*

*B. Significant Vegetation. "Significant vegetation" means:*

*1. Significant Trees and Shrubs. Individual trees located within a mapped wetland area...*

- Local Inventory wetlands are mapped in only the far southwest corner of the development site (R-H area) where development is not proposed, and this area does not contain Significant Trees or Shrubs as defined.

*C. Mapping and Protection Required. All mapped wetland and riparian areas shall be protected in accordance with Chapter 16.156 and other applicable sections of this Code.*

*E. Construction. All areas of significant vegetation and mapped wetland and riparian areas shall be protected prior to, during, and after construction. Grading and operation of vehicles and heavy equipment is prohibited within significant vegetation areas, wetlands, and riparian areas, except as approved by the City for installation of utilities or streets, or in accordance with other approved plans.*

- The project will comply with Subsections C and E.

➤ **§ 16.124.070 New Landscaping.**

*A. Applicability. This section shall apply to all developments within the City of Warrenton.*

*B. Landscaping Plan Required. For every new development in the City of Warrenton requiring a City permit, a landscape plan is required. All landscape plans shall include the following minimum required details (see Section 16.212.040 for additional landscape plan requirements for projects requiring site design review):*

- The Landscape Plan includes all of the minimum required details.

**C. Landscape Area Standards.** *The minimum percentage of required landscaping equals:*

**1. Residential districts: 20% of the site.**

- 20% of the lot area = 27,878 square feet.
- 20% of the RH area = 10,000 sq. ft.
- The Landscape Plan provides 33,010 square feet sq. ft., which covers 27.9% of the site with new landscaping. Either calculation complies with the standard.

**D. Signs shall comply with standards in Chapter 16.144.**

- Signs are still in the design phase but will comply with all applicable standards.

**E. All development shall comply with the wetland and riparian area protection standards of Chapter 16.156.**

- As indicated on the Site Plan, the wetland and riparian areas of the lot will remain undisturbed.

**G. For any common boundary between an R-H zone and any other residential zone there shall be a visual buffer strip at least 10 feet wide to provide a dense evergreen landscape buffer which attains a mature height of at least eight feet.**

- The south boundary of the R-H-zoned development site is adjacent to the R-10 District. The Landscape Plan provides a buffer 10-feet wide along the common boundary.

**H. All uses must comply with the criteria of Chapter 16.124, Landscaping, Street Trees, Fences and Walls.**

- The Site Plan demonstrates compliance with Chapter 16.124 criteria.

**J. In place of garages, multifamily units are encouraged to provide storage facilities for residents subject to site design review.**

- Due to limited area, the development does not provide storage facilities.

**K. All new sewer and water connections for a proposed development shall comply with all City regulations.**

- The development will comply with all City regulations as described in the Impact Study.

➤ **§ 16.128.030 Vehicle Parking Standards.**

- Table 16.128.030.A  
Off-Street Parking Requirements (excerpt)

Multifamily and single-family attached dwelling

Studio units or 1-bedroom units less than 500 sq. ft.	1 space per unit
1-bedroom units 500 sq. ft. or larger	1.5 spaces per unit
2-bedroom units	1.75 spaces per unit
3-bedroom or greater units	2 spaces per unit

- The development proposes two 1-bedroom units at >500 sq. ft., twelve 2-bedroom units, and two 3-bedroom units, which together require 28 parking spaces. The Site Plan provides 29 parking spaces.

**D. Disabled Person Parking Spaces.**

- The Site Plan provides one ADA-accessible parking space and one ADA van-accessible parking space, as required by *Figure 16.128.030.D* for parking lots that contain between 26-50 parking spaces.

➤ **§ 16.128.040 Bicycle Parking Requirements.**

- *Table 16.128.040.A Bicycle Parking Requirements* standard is one space per four dwelling units, hence the 16-unit development requires four spaces, 75% long-term and 25% short-term. At the location on the Site Plan for Bicycle Parking the development will provide a bicycle locker as shown in the attached pamphlet.

➤ **§ 16.188.030 Design Standards.**

**A. Building Mass Supplemental Standard.** *The maximum width or length of a multiple-family building shall not exceed 200 feet (from end-wall to end-wall).*

- The building lengths are less than 85 feet from end-wall to end-wall.

**B. Common Open Space Standard.** *Inclusive of required setback yards, a minimum of 20% of the site area shall be designated and permanently reserved as useable common open space in all multiple-family developments. The site area is defined as the lot or parcel on which the development is planned, after subtracting any required dedication of street right-of-way and other land for public purposes (e.g., public park or school grounds, etc.). Sensitive lands (e.g., wetlands, riparian areas, and riparian setback areas/corridors) and historic buildings or landmarks open to the public and designated by the Comprehensive Plan may be counted towards meeting common open space requirements.*

- 20% of the site, as defined by this standard, is ±27,878 square feet. The wetland and riparian areas, consisting of ±111,513 square feet, will exceed the open space requirement.
- C. Trash Receptacles. Trash receptacles shall be oriented away from adjacent residences and shall be screened with an evergreen hedge or solid fence or wall of not less than six feet.*
- As indicated on the Site Plan and the Landscape Plan, the trash receptacle, labeled “Dumpster & Enclosure” is located across the parking lot from the buildings and will be screened by a hedge or enclosure.

### **Type III Site Design Review for Multi-Family Housing Development**

Site Design Review Extension Criteria:

➤ ***§16.208.050.***

*A. Pre-application Conference.*

- The Pre-application Conference was held on September 26, 2024.

*B. 1. Application Form*

*2. a. All information requested on form*

*b. Three copies of narrative*

*c. Required fee*

*d. One set of pre-stamped/pre-addressed envelopes*

*e. Impact Study*

- Items B.1 and B.2. a.-e. are provided in the submittal of the Consolidated Application.

➤ ***§16.212.040.B***

*1. Proposed Site Plan. The site plan shall contain the following information:*

- The Site Design Review Application form lists the items that shall be contained in the Site Plan. The Applicant has checked off and included the applicable items in the Site Plan.

*2. Architectural Drawings*

*a. Building elevations with building height and width dimensions.*

- Elevations are attached to the application.

*b. Building materials, color and type.*

- These items are still in the design stage and will be made available prior to the public hearing.

**c. The name of the architect or designer.**

- Provided on the drawings.

**3. Preliminary Grading Plan.** *A preliminary grading plan prepared by a registered engineer shall be required for developments which would result in the grading (cut or fill) of 1,000 cubic yards or greater.*

- The project is not anticipated to result in cut or fill of 1,000 cubic yards or greater, pending completion of soils investigation as discussed in the Large Scale Development section under **§ 16.192.030 Soil Suitability**. *A Grading Plan will be submitted if the soils investigation recommends cut and/or fill that meet or exceed the threshold.*

**4. Landscape Plan**

- The Landscape Plan is included in the Consolidated Application submittal.

**5. Signs**

- Signs are still in the design phase but will comply with all applicable standards.

**6. Copies of all existing and proposed restrictions or covenants.**

- There are no existing or proposed covenants.

**7. Letter or narrative report documenting compliance with the applicable approval criteria contained in subsection **c** of this section.**

- This Compliance Narrative is the required document.

➤ **§16.212.040.C Review Criteria.** *The Community Development Director shall make written findings with respect to all of the following criteria when approving, approving with conditions, or denying an application:*

**1. The application is complete, as determined in accordance with Chapter 16.208 and subsection **B** of this section.**

- Section 16.208.020.C.1. describes the responsibility of the Planning Commission

**2. The application complies with all of the applicable provisions of the underlying land use district (Division 2), including building and yard setbacks, lot area and dimensions, density and floor area, lot coverage, building height, building orientation, architecture, and other special standards as may be required for certain land uses.**

- Compliance with the applicable provisions listed above is demonstrated on the Site Plan, the Landscape Plan, and attachments in the Consolidated Application.

**3. The applicant shall be required to upgrade any existing development that does not comply with the applicable land use district standards, in conformance with Chapter 16.276, Nonconforming Uses and Development.**

- The site does not contain any Nonconforming Uses and Development.
4. *The application complies with the applicable design standards contained in Division 3.*
- Division 3 design standards are contained in Chapter 16.116 and are addressed on pages 3 and 4 of this Narrative.

### **Type III Large Scale Development Review for Multi-Family Housing Development**

➤ **§ 16.192.030 Soil Suitability.**

*A. Unless the Community Development Director (Type I or Type II) or hearings body (Type III) determines that an adequate detailed soil survey has already been undertaken for the entire portion of the site proposed for development.*

- The Clatsop County Soil Survey provides adequate details on the development site, which is mapped entirely as Walluski silt loam 0-2% slopes. This soil mapping unit extends on level ground eastward to encompass the Lum's automobile dealership, where a Geotechnical Engineering Services Report was conducted by Registered Professional Engineers of Professional Service Industries Inc. The project engineer anticipates that because of the level grade and the identical soil type that exists on and connects the dealership and the new development site, the findings and recommendations of the Report will be suitable for the Lum Forest development. Soil borings have been scheduled for the development site that will enable the project engineer to confirm or modify the recommendations for grading and construction.

➤ **§ 16.192.040 Stormwater Management.**

- The stormwater management plan is detailed on the Site Plan, and consists of directing overland flow to a bioswale that will filter and direct surface water to the lot's extensive wetland area to avoid any off-site impacts.

➤ **§ 16.192.050 Utilities.**

- Detailed information and analyses of the project's impacts on Utilities are contained in the Impact Study included in the Consolidated Application.

➤ **§ 16.192.060 Schools.**

- Warrenton-Hammond School District Superintendent Tom Rogozinski stated verbally that the local schools have the capacity to accommodate children from the development. Mr. Rogozinski stated that he will provide a letter to the applicant, which will be submitted to the City upon receipt.

➤ ***§ 16.192.070 Landscape Suitability.***

- The development's Landscape Plan provides suitable landscaping that complies with the standards in *Section 16.124,070 New Landscaping*.

➤ ***§ 16.192.080 Signs.***

- Signs are still in the design phase but will comply with all applicable standards.



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## PRELIMINARY

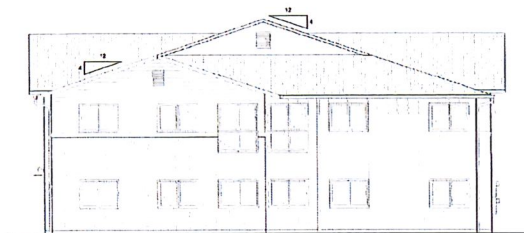
Page 4 of 4

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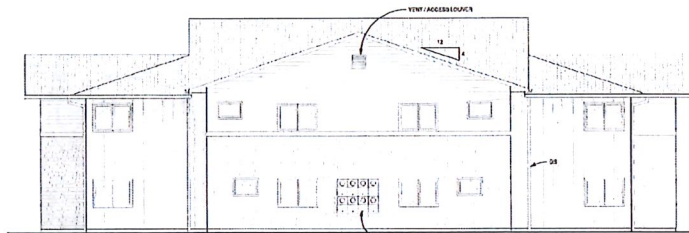
LANDSCAPING  
PLAN



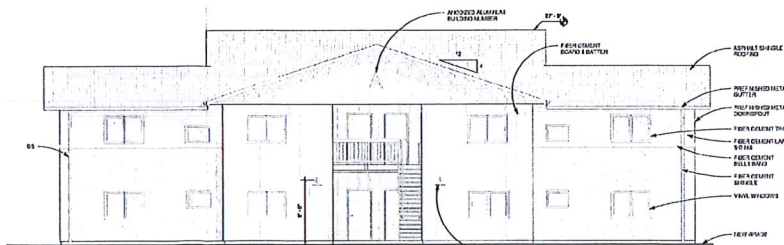
1 WEST ELEVATION  
S 1/2" = 1'-0"



2 EAST ELEVATION  
S 1/2" = 1'-0"



3 NORTH ELEVATION  
S 1/2" = 1'-0"



4 SOUTH ELEVATION  
S 1/2" = 1'-0"



3000 1st St. Portland, Oregon 97214  
503.221.1235 www.viridianarch.com

Lum Village  
Lu Ne LLC  
Dolphin Ave  
Warrenton, Oregon

DATE	DESCRIPTION
01/15/2025	PRELIMINARY
02/15/2025	REVISED
03/15/2025	REVISED
04/15/2025	REVISED
05/15/2025	REVISED
06/15/2025	REVISED
07/15/2025	REVISED
08/15/2025	REVISED
09/15/2025	REVISED
10/15/2025	REVISED
11/15/2025	REVISED
12/15/2025	REVISED

PRELIMINARY  
NOT FOR CONSTRUCTION

Page Number 2420

A2

ELEVATIONS



# **WARRENTON-HAMMOND**

SCHOOL DISTRICT

820 SW Cedar, Warrenton, OR 97146-9799 •

Phone (503) 861-2281 • Fax (503) 861-2911

October 22, 2024

To Whom It May Concern:

Will Caplinger of Two Branches Consulting has informed the District that he is working with Ryan Helligso on a 16-unit multi-family housing development on a property owned by the Lum family next to their dealership in Warrenton.

With the opening of a new middle school campus in the fall of 2021, the district is well-positioned to handle increases in enrollment that may result from this development

Feel free to contact me directly with any questions or concerns.

Signed,

A handwritten signature in black ink, appearing to read "Tom Rogozinski", is written over a light blue horizontal line.

Tom Rogozinski  
Superintendent  
(503) 468-9178

ORDINANCE NO. 1286  
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE APPROVING THE SITE DESIGN REVIEW APPLICATION SDR-24-2, AND AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF A PORTION OF REAL PROPERTY IDENTIFIED AS TAX LOT 81028AD03400 FROM R-10 INTERMEDIATE DENSITY RESIDENTIAL TO R-H HIGH DENSITY RESIDENTIAL.**

**WHEREAS**, Helligso Construction Company, on behalf of LU NE Properties LLC, has applied to rezone a portion of the property from R-10 Intermediate Density Residential to R-H High Density Residential and applied for a Site Design Review to construct a new multi-family housing development at 380 SE Alt Hwy 101 and identified as Tax Lot 81028AD03400; and

**WHEREAS**, the Warrenton Planning Commission conducted a public hearing on the proposal on December 12, 2024, and forwarded a recommendation of approval to the City Commission based on the findings and conclusions of the December 12, 2024, staff report and public testimony; and

**WHEREAS**, the Warrenton City Commission conducted a public hearing on the proposal on January 28, 2025, and has determined that with the Conditions of Approval imposed, the proposal is consistent with the Comprehensive Plan and meets the applicable criteria in the Warrenton Municipal Code based on the findings and conclusions of the January 28, 2025, staff report, public testimony, and the Planning Commission findings;

**NOW THEREFORE**, the City of Warrenton ordains as follows:

**Section 1.** The City of Warrenton Zoning Map is amended to reflect the rezone herein described as Exhibit 1 based on the findings and conclusions referenced above.

**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:** March 11, 2025

**Second Reading:** March 25, 2025

ADOPTED by the City Commission of the City of Warrenton, Oregon this 25<sup>th</sup> day of March, 2025.

APPROVED:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder

Ordinance 1286.  
Exhibit 1





## WARRENTON CITY COMMISSION PUBLIC HEARING COMMENT CARD

NAME:

Tony Faletti

ADDRESS:

P.O. Box 188 375 Alt Hwy 101 Warrenton, OR 97146

*\*Failure to list address will result in not being recognized by Commission*

EMAIL:

\_\_\_\_\_

PROPONENT: \_\_\_\_\_

OPPONENT: \_\_\_\_\_

neutral

BRIEFLY DESCRIBE YOUR POSITION:

resident of the neighborhood, concerned about drainage.

**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.*

(page 1)

To: Warrenton City Commission  
PO Box 250  
Warrenton, Or 97146

RECEIVED

MAR 10 2025

From: Sony Saletti  
P.O. Box 188  
Warrenton, Or 97146  
375 alternate Highway 101  
Warrenton, Or 97146

CITY OF WARRENTON  
CITY RECORDERS OFFICE

Regarding: Rezone Application RZ -24-2  
and Site Design Review SDR -24-2

As a long time resident / property owner across from this property I have several concerns to bring to your attention. I want to make clear that I'm not opposed to the project. My first concern is about drainage for stormwater. If any changes in gradient are made along SE Dolphin and along the side of the property facing alternate 101 caution needs to be taken not to direct the stormwater towards my property as I'm lower than the development property.

My second concern is about the drainage from the building and then parking. From what I understand it is going to drain into the

(page 2)

wetlands towards the Skipanon River I want to make you aware that this low land property floods when the river backs up at high tide during large storms. Where is there stormwater going to go when the area is flooded? Will there stormwater come over to my property and cause issues? I wanted to make you aware of my concerns. I have attached photos of the lower property being flooded at high tide. Pictures were taken on 12/14/2024.

I thank you for your time and consideration on my concerns.

Sincerely,  
Tony Saletti  
3/9/2025



pictures  
taken  
12/14/24  
during high  
tide





## City Commission Agenda Memo

Meeting Date: March 11, 2025  
 From: Jessica McDonald, Harbormaster  
 Subject: Second Reading of Resolution No. 2700

### Summary:

The previous Resolution #2645 on Marina Rates established a \$2 per foot annual moorage rate increase for a three-year period, set to end in 2025. A recent staff review of annual moorage rates at neighboring ports shows that we are beginning to fall behind.

To ensure we can continue essential dock repairs and maintain operations, we ask the commission to extending the annual moorage rate increases for the next two years and adjusting the increase to \$3 per foot per year. This staff recommendation has also been supported and recommended by the Marina Advisory Board. After two years we would like to re-evaluate current dock conditions and make further rate recommendations based on improved marina infrastructure.

In the proposed resolution, staff have corrected a few grammatical errors and made a minor adjustment to the late fee, changing it to \$10 and 1.5% instead of \$10 or 1.5%. This change eliminates the need for staff to manually enter finance charges, as MarinaWare can now automatically apply the fee. This adjustment is expected to save approximately one-two hours of staff time each month.

### Recommendation/Suggested Motion:

*"I move to conduct the second reading, by title, of Resolution No 2700; A Resolution Updating Annual Moorage Rates"*

### Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

### Fiscal Impact:

Updating annual moorage rates is expected to generate approximately \$20,000 per year for the Warrenton Marina and \$10,000 per year for the Hammond Marina. This additional revenue will help support ongoing maintenance, dock repairs, and overall marina improvements.

### Attachments:

- Resolution No. 2700

Approved by City Manager: \_\_\_\_\_

# RESOLUTION NO. 2700

Introduced by All Commissioners

## AMENDING MARINA RATES AND FEES, AND REPEALING RESOLUTION NO. 2645

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

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

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

### **SECTION 1. SETTING RATES:**

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

- A. YEARLY RATES shall be \$48. per foot based on OAL or slip size whichever is greater with the exception of Commercial - The term commercial vessel is defined by the United States Coast Guard as any vessel (i.e. boat or ship) engaged in commercial trade or that carries passengers for hire. This would exclude pleasure craft that do not carry passengers for hire. - shall be \$51.00 per foot due to the additional wear and tear of the marina facilities. All annual moorage holders shall be required to have proof of ownership, current registration or documentation and provide proof of liability insurance in the amount of \$300,000.00 with the City of Warrenton listed as additionally insured.
- B. THESE ABOVE RATES will be raised \$3.00 per year thereafter for a period of 2 years beginning in 2025 and ending in 2027
- C. ANNUAL AND DAILY FACILITY USE FEE – Includes Water, Garbage and Oil Dump charges. Annually \$200.00 Commercial; \$100.00 Recreational; Monthly Rate Commercial \$150.00; Recreational \$75.00; Daily Commercial \$10.00; Recreational \$5.00

D. TRANSIENT MOORAGE rates shall be charged as follows:

Recreational Daily Moorage Rate

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

Commercial Daily Moorage Rate

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

Recreational Monthly Rate

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

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

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

- E. ELECTRICITY CHARGES for annual tenants will be based on the rates established by the PUC plus a \$15.00 per month maintenance and read fee. Monthly and Daily charges will be included in the Facility Fee.
- F. Unauthorized Moorage Fee – Includes Failure to Register \$300.00
- G. Key Replacement Fee – Includes Restrooms>Showers, Docks and Oil Dump \$75.00
- H. UNAUTHORIZED MOORAGE – Will be referred to WPD with possible result in Theft of Service Charge.

## **SECTION 2.LIVEABOARD FEES**

A. LIVE ABOARD FEE of \$65.00 per month will be imposed for each individual living aboard a vessel to help offset extra costs incurred from living aboard. Live Aboard spaces are available to only current tenants. This fee shall also apply to commercial vessels with crew onboard for a period over 10 days per month. This fee shall be charged to the owner of the vessel. The Live Aboard Fee shall include the Facility Fee.

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

## **SECTION 3.LAUNCH RAMPS**

A LAUNCH RAMP fee of \$10.00 will be charged at both the Warrenton and Hammond launch ramps for all vessels using the facilities. Such fee will include load/unloading crab posts, nets, etc. Annual permits shall be available for the fee of \$150.00 per recreational vessels and \$250.00 for commercial vessels. The permit shall be for the period July 1<sup>st</sup> – June 30<sup>th</sup> of each year. It is understood that such permit holders shall have no priority in the launching of their boats.

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

## **SECTION 4. HOIST CHARGES**

A. Hoists are available at an hourly rate of \$100.00 per hour, minimum one hour charge during regular operation hours. The hoist is available every day during the month. Weekend, meaning Saturday and Sunday, hoist appointments will be charged at double time if staff is not already scheduled. After hours emergency appointments will be charged at double time with a minimum 3 hour call out. Appointments must be made 24 hours in advance with the Harbormasters' office, as all hoists must be operated by a City hoist/crane operator. Hoist charges will begin at the time of scheduled appointment.

## **SECTION 5. SERVICE DOCK CHARGES**

- A. Main Face of the Pier \$200.00. Allows for use up to 24 hours maximum for transient vessels. Annual Commercials will not be charged for their first 24 hours of use. All vessels exceeding the 24 hour time limit will be assessed a \$100.00 per day user fee.
- B. Work Slip \$100.00 per day with up to 6 days of use. After 6 days of use the fee will be assessed at \$200.00 per day. Work slip use is designed for use of welders, painting, vendors, use of private

hoist or crane, equipment etc. This fee may be assessed whether at the City Pier or in a City leased slip.

C. Net Loading on Pier – Round Trip \$50.00

#### **SECTION 6. OVER THE PIER PRODUCT CHARGES**

For every pound of seafood taken over the pier there will be a charge of \$0.05 for every gallon of fuel taken over the pier the charge will be \$0.02 These charges shall be billed directly to the buyer/fishery/fuel vendor or directly to the owner of the vessel. Fish tickets and fuel ticket shall be required from the fish buyer and fuel vendor for billing purposes.

#### **SECTION 7. DRY STORAGE CHARGES**

- A. Dry storage areas of 20'x20' spaces are available for \$95.00 per month limited to fishing related gear only and shall be contained wholly within the confines of the marked leased area.
- B. Vessels will be charged \$15.00 per day for use of the dry storage or park area for net repair.
- C. Boaters wishing to store boat trailers shall be billed at the rate of \$10.00 per day or \$75.00 per month.

#### **SECTION 8. PUMP OUT / CLEANUP/ REPAIR FEES**

- A. The City of Warrenton will only pump vessels in emergency situations or when a vessel is in danger of sinking. The vessel's owner will be notified that said vessel requires immediate attention. Vessels requiring pump out will be charged \$75.00 per hour per employee required. Call out and Holiday charges shall be at double time per employee with a minimum call out time of 3 hours.
- B. Any vessel or person leaving debris or unauthorized property on marina property shall be charged for the cleanup and or removal of debris or property at the rate of \$75.00/hour/employee required. This shall include pier, finger piers, oil dump and dumpsters if filled beyond capacity.
- C. Any damage to marina property due to negligence or neglect shall be charged at the rate of \$75.00/hour/employee plus any materials needed to repair to usable or like condition.
- D. Any Assistance or service provided to individual vessel not covered in routine maintenance \$75.00/hour/employee
- E. All above fees shall be the responsibility of the legal owner of the vessel whether present at the time of the incident or not.

## **SECTION 9. LATE PAYMENT CHARGES**

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

## **SECTION 10. PARKING FEES**

- A. The City of Warrenton requires a fee for all vehicles using marina properties to park. All vehicles must be in running condition with current state registration. Parking areas are to be used for parking only. No long term storage shall be allowed in areas designated for parking. If long term parking, more than 30 days is required vehicle shall be move to Dry Storage and pay fees associated with the use of dry storage area.
- B. Fees are as follows:
  - Daily Parking - \$10.00 per vehicle
  - Monthly Parking - \$100.00 per vehicle
  - Monthly Parking with Boat Trailer - \$150.00 per vehicle
- C. FAILURE TO PAY PARKING FEE (if paid within 48 hours) - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.
- D. Annual Moorage holders shall receive two parking passes per slip. Additional passes may be purchased at the annual parking rate of \$100.00.

## **SECTION 11. OVERNIGHT STAYS**

- A. The City of Warrenton charges a fee of \$50.00/Night. Including transient room tax per overnight stays on marina properties. Each marina has designated areas for overnight camping with limited space available. Overnight stays shall be limited to no more than 30 consecutive days.
- B. All vehicles outside of the designated areas may be subject to a fine or towing.
- C. FAILURE TO PAY CAMPING/OVERNIGHT FEE - \$75.00
- D. 30 Day Passes may be purchase only at the Marina Office \$900.00.

## **SECTION 12. NON REFUNDABLE RESERVATION FEE**

There is a \$10.00 nonrefundable fee for daily reservations at the City of Warrenton marinas. If the reservation cannot be guaranteed, the request shall be put on a wait list where no fee shall be required.

## **SECTION 13. OFFENSIVE LITTERING**

- A. All refuse, garbage and debris must be deposited in the provided shore side dumpster. Nothing shall be dumped in the basin waters. This includes all fish, shellfish, bait or animal waste of any kind.
- B. Fish cleaning of any kind is prohibited on all City of Warrenton Marina Docks unless fish wastes are collected, contained and properly disposed of in provided dumpsters.
- C. FAILURE TO USE PROVIDED DUMPSTERS FOR ALL WASTE OF ANY KIND - will result in immediate loss of privileges to the City of Warrenton Marinas and will result in City fines up to \$300.00.
- D. EXCESSIVE DUMPING OR UNAUTHORIZED DUMPING – Will be referred to the WPD with a possible result in theft of service fines.

## **SECTION 14. EFFECITVE DATE**

This Resolution becomes effective July 1, 2025.

First Reading: February 25, 2025

Second Reading: March 11, 2025

Adopted by the City Commission of the City of Warrenton this 11<sup>th</sup> day of March, 2025.

APPROVED

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Henry A. Balensifer, III  
Mayor

ATTEST

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Dawne Shaw, CMC, City Recorder



## City Commission Agenda Memo

Meeting Date: March 11, 2025  
 From: Esther Moberg, City Manager  
 Subject: Water Ordinance #1292

### Summary:

Ordinance #1292 includes staff and commission recommended updates included pay deadline changed to 11:59pm instead of 5pm, new procedures in case of property owner becoming deceased, and in the case of the city deciding not to remove a water meter/line (in extreme circumstances) and no longer billing the user due to city determination.

### Recommendation/Suggested Motion:

*" I MOVE TO CONDUCT THE FIRST READING, BY TITLE ONLY, OF ORDINANCE NO. 1292; PROVIDING FOR RULES AND REGULATIONS FOR CITY OF WARRENTON WATER DEPARTMENT AND ALL AREAS SERVED BY THE MUNICIPAL WATER DEPARTMENT OUTSIDE WARRENTON'S CITY LIMITS; REQUIRING INSTALLATION OF WATER METERS; REPEALING ANY OTHER WATER ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A PENALTY FOR VIOLATION OF ANY TERMS AND CONDITIONS HEREIN"*

### Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

### Fiscal Impact:

Will change how much billing is assessed in extreme cases where the meter and water line are not removed (billing stops after 12 months). Also stops billing for 12 months when single property owner is deceased or until property changes ownership (whichever comes first).

### Attachments:

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

- XXXX

Approved by City Manager: \_\_\_\_\_

## ORDINANCE NO 1292

### INTRODUCED BY ALL COMMISSIONERS

PROVIDING FOR RULES AND REGULATIONS FOR CITY OF WARRENTON WATER DEPARTMENT AND ALL AREAS SERVED BY THE MUNICIPAL WATER DEPARTMENT OUTSIDE WARRENTON'S CITY LIMITS; REQUIRING INSTALLATION OF WATER METERS; REPEALING ANY OTHER WATER ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A PENALTY FOR VIOLATION OF ANY TERMS AND CONDITIONS HEREIN

The City of Warrenton, Oregon, Ordains as follows;

#### Section 1. DEFINITIONS

"Accessory Dwelling" is defined as a small, secondary housing unit, usually the size of a studio apartment, located on the same lot as an established detached single-family residence. The accessory dwelling can be a detached cottage, a unit attached to a garage, or in a portion of an existing house. An accessory dwelling is an accessory structure and shall comply with the accessory structure standards of Municipal Code Chapter 16.180 and more particularly Section 16.180.040, Accessory Dwelling Standards.

"Applicant" is defined as any person, corporation, association, or agency applying for water service.

"Approved Air Gap" is defined as a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel. An "Approved Air Gap" shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel and in no case less than 1 inch (2.54 cm), and in accord with Oregon Plumbing Specialty Code.

"Approved Backflow Prevention Assembly" is defined as a Reduced Pressure Principle Backflow Prevention Assembly, Reduced Pressure Principle-Detector Backflow Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Pressure Vacuum Breaker Backsiphonage Prevention Assembly, or Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, of a make, model, orientation, and size approved by the Oregon Health Authority. Assemblies listed in the currently approved backflow prevention assemblies list developed by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, or other testing laboratories using equivalent testing methods, are considered approved by the Oregon Health Authority. Approved assemblies include the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit.

"Auxiliary Water Supply" is defined as any water supply on or available to the premises other than the City's approved public water supply. These auxiliary waters may include water from another City's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the City does not have sanitary control.

“Backflow” is defined as the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable supply of water from any sources other than its intended source, and is caused by backsiphonage or backpressure.

“City” is defined as City of Warrenton, its staff and/or designee (authorized representative).

“City Service Line” is defined as any pipe and fittings which connect a water main to a water meter or customer service line.

“Commercial” is defined as one who is engaged in commerce and uses water during the course of a business where profit is a chief aim.

“Cross Connection” is defined as any actual or potential unprotected connection or structural arrangement between the public or user’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which, or because of which, backflow can or may occur are considered to be cross connections.

“Customer Service Line” is defined as any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

“Inaccessible to Read” is defined as a water meter of any size or type which is not conveniently accessible for purpose of reading, inspecting, repairing, and connecting or disconnecting service.

“Industrial” is defined as a business involved in the commercial production and sale of goods.

“Institutional” is defined as an organization or foundation dedicated to education, public places of worship or culture, e.g., schools, rest homes (including adult foster homes), hospitals, jails.

“Living Unit” is defined as any living quarters in which cooking or toilet facilities are provided.

“Multi-Family” is defined as a building or portion thereof designed for occupancy of two or more families.

“Person(s) Responsible” is defined as a person, including a buyer under a land sales agreement, lawfully occupying a property to which utility services are provided pursuant to an agreement with the owner.

“Property Owner” is defined as an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

“Public Works Director, their Designee or State Health Official” is defined as the City of Warrenton Public Works Director in charge of the water department, their designee or the representative of the State of

Oregon Health Department who is invested with the authority and the responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provision of this ordinance.

“Service” is defined as a combined facility made up of both a City service line, and a customer service line.

“Single Family” is defined as one who uses water for normal residential use.

“Single Service Connection” is defined as a property with a water service serving a single customer.

“User” is defined as any person(s), corporation, or other entity using water through an established service line.

“Water Main” is defined as any pipe owned by the City of Warrenton laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

“Water Meter” is defined as any device used for the measurement of water delivered to an individual location or user.

“Water Service Disconnection” is defined as permanent removal of both water and sewer connections from City mains. The sewer service is required to be capped as close to the sewer main without cutting into the road surface. Sewer connections shall be capped prior to the City removing the water meter. A Public Works Department representative shall be present during the capping of services. All costs for capping of water and sewer services will be borne by the property owner.

## Section 2. APPLICATIONS

- (1) **New Water Meter Connection:** An application for the installation of a new water meter connection shall be made to the Public Works Department. Upon completion of the new water meter application process and prior to the physical installation of the meter, the applicant shall apply for a utility account with the Finance Department.
- (2) **Utility Account Application:** An application for an existing water service shall be made to the Finance Department in person, on printed forms to be furnished by the City. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water. The owner of each property to be served must sign for such service; if the property is to be rented, leased or occupied by other than the owner, and if it is the stipulation of the owner that such occupant, hereafter referred to as person(s) responsible, must pay for the water service, then this person must also complete and sign an application form. A new application must be made for each change in use or ownership.
- (3) **Outstanding Account Balances:** The City will not allow a new utility service to customers with an outstanding balance on their account(s) with the City until the entire balance that has accrued to the former account(s) has been paid in full.

- (4) **Water User:** Any person supplied with water from the City main will not be entitled to use it for any purpose other than that stated in the application, or to supply it in any way to other person(s) or families not mentioned in the application. Penalties and shutoff will apply.
- (5) **Change of Ownership or Person(s) Responsible:** Any tenant moving from or change of property ownership must indicate their release of responsibility by notifying the City prior to the date of leaving.
- (6) **Property Ownership Responsibility:** The property owner of record shall be ultimately responsible for the payment of all charges prescribed in this ordinance. If the person(s) responsible fails to pay the charges, the City shall submit the bill to the property owner.

### Section 3. INSTALLATION

- (1) **Installation:** A new service may be installed upon an approved water availability and payment of current water connection fee, any additional costs for labor and materials and System Development Charges (SDCs), as set by resolution. All meters shall be installed only in the public right-of-way adjacent to: (1) the property to be served, or (2) a recorded easement which allows placement of utilities, which easement benefits the property to be served.
- (2) **Water Availability Statements:** New water service can be applied for through the Public Works Department. The City makes no guarantee of water availability. Water will be determined available if a water main is within 100 feet of the property line where the meter would be placed and no other restrictions apply. The property line may be adjusted in the case of an easement granting the property owner the right to a utility easement for water. If a water main is not available then the applicant is responsible to extend an adequately-sized water main in an established right of way (ROW) or dedicated utility easement across the full frontage along the ROW of the property being developed in accordance with the City of Warrenton Engineering Standards. These applications will expire after 90 days from the date of issuance if the appropriate connection fees listed on the statement are not paid in full. Applicant has the right to reapply if the previous application has expired. Meter connection charges that have been paid for but not installed after 12 months from the date of payment for connection charges will be refunded in full and the water availability statement will be void. Applicant has the right to reapply for a water availability statement.
  - a. The water availability statement will note the size of meter, purpose of water use, fees, conditions and responsibilities of the owner/contractor.
  - b. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water.
  - c. Unexpired water availability applications, that have not been paid and meter(s) installed, will be subject to increased fees, as set by resolution.
- (3) **Single Family Residential Water Meter Connection:** All single family residential properties, including new subdivision development lots, shall be required to use water meters, the kind or make of said meter to be approved or designated by the Public Works Department.

a. Where an existing City service line is installed, approval by all required departments has been received, and the applicant's payment, of all associated charges and fees have been paid in full, a water meter will be dropped-in by the Public Works Department within two (2) business days.

b. Upon the applicant's payment, in full, of both current meter connection fees and SDCs, the full installation of the City service line with meter box and meter shall be installed by the Public Works Department. The department will attempt to make any and all installations within 30 days or as soon as possible, in the order received.

(4) **Commercial, Industrial and Multi-family Water Meters:** All water meter(s), the kind or make of said meter(s) to be approved or designated by the Public Works Department and service connections will be installed by the owner/contractor. All meter information and numbers will be delivered to the Public Works Department upon installation. A single water meter will be installed to serve multiple living units, such as duplexes, apartment houses, etc., unless the owner requests a separate service for each unit. If a separate service is requested, each such service will be metered and charged the appropriate rate. An approved backflow prevention assembly is required immediately behind the water meter on the customer's service line, for premise isolation.

a. Water services including all infrastructure, water meters and meter boxes with lids the size and type required by the City Public Works Department will be installed by the owner/developer and the meter information will be remitted to the City at the time of installation. All meters larger than 1" will be flanged. A daily inaccessible to read penalty will apply if meter information is not submitted at the time of installation.

#### Section 4. MAINTENANCE

(1) **Accessibility of Meters:** The person(s) responsible for any property where a water meter is located shall see that said meter is free from obstructions and conveniently accessible at all times for the purpose of reading, inspecting or repairing. Failure to do so shall result in a letter of warning and may result in water service disconnection. Meters shall be located 12 inches inside the public or street right-of-way. A daily inaccessible to read penalty will apply when meters are blocked for more than two (2) business days.

(2) **Canceling Accounts/Meter Removal:** Voluntary account cancellations/disconnections require prepayment of fees and will apply to garbage, sewer and storm sewer utilities associated with this water service. Involuntary account cancellations will have all applicable fees assessed on the utility bill. All costs associated with water service disconnection are the responsibility of the property owner, whether voluntary or involuntary. Utility base rates shall not apply to cancelled accounts. The property owner will be required to reapply for water service and pay all applicable water connection fees as set by resolution to be reconnected to the utility system.

The City of Warrenton will have the discretion to disconnect a property from the utility system with or without the property owner's permission. If a structure is damaged or falls into a state of serious disrepair, after 90-days the City may remove the water meter from the property thereby disconnecting the property from the utility system. A notice of intent to disconnect will be sent to the property owner 30 days prior to disconnection. The property owner will have the right to present the City any relevant information to forgo forced disconnection, though not all reasons shall be deemed sufficient.

A petition for cancellation shall only be allowed under the following conditions:

- a. Existing accounts associated with properties that have no structure.
- b. Structures that are not required to have water service per building code and/or fire code.
- c. A dangerous building or structure that has been ordered abated by order of the Building Official or Fire Chief and will be removed according to the Municipal Code 15.08.100.
- d. Owners of buildings or structures that have been extensively damaged by fire, earthquake or other catastrophic event and will not be rebuilt may petition to have a meter removed upon review by the Building Official and/or Fire Chief according to the Municipal Code 15.08.100.

Once a petition is approved by the City Manager and the applicant has met all the requirements of the Public Works Department for water service disconnection, the City will remove the water meter service associated with the account and the account will be cancelled. The fee for meter removal is set by resolution.

- (3) **Service Pipe:** Service pipe(s) of any size between the main and the meter shall be of the type and material specified by City of Warrenton Engineering Standards. Service pipe(s) between the main and meter shall be maintained by the City Public Works Department. The water service line from a meter to the premises shall be maintained by the property owner. If check valves restricting backflow are installed on a customer's service line, a proper relief system shall also be installed to protect from thermal expansion, as required by Oregon Plumbing Specialty Code.
- (4) **Repair and Protection:** All service pipes except that portion between the connection from the City main to the curb stop or meter must be kept in repair and protected from freezing at the expense of the owner, lessee or agent, who will be responsible for all damages resulting from leaks or breaks. Failure to comply will result in discontinuance of service.
- (5) **Meter Repair- ¾ and 1 inch:** The expense of maintaining three-quarter (¾) and one (1) inch water meters will be borne by the City; provided, however, that where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible of the premises, the expense to the City caused thereby may be charged and collected

from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible of the premises.

- (6) **Meter Repair- larger than 1 inch:** The expense of maintaining meter assemblies larger than one (1) inch and corresponding vault(s) will be borne by the property owner. The City may require testing of the water meter at any time in which the readings of the meter reflect a significant drop in usage and the owner has not provided a reasonable explanation for such change in usage. The property owner will be notified prior to such testing.

The City may require immediate replacement of the water meter with a meter of the same size, type and style that meets City standards should it cease to function as designed and a repair is not possible. Water meters will be replaced by the City at the owners expense. No water will be supplied to unmetered service connections.

Meters that are currently in place and do not meet the City meter specification standard at the passage of this ordinance, will be maintained and replaced by the City. Upon replacement by the City, the person(s) responsible will then become responsible for all maintenance and replacement costs of the meter assembly.

- (7) **Private Shut-Off:** A shut-off on the customers side of the water meter shall be installed and maintained by the owner for each service and made available for emergency use. The shut-off is required to be placed directly behind the water meter on the customer service line.
- (8) **Meter Out of Order:** If a meter is out of order and not registering accurately, the consumption charge shall be computed on the basis of a monthly average of the previous twelve (12) months when the meter was functioning properly, such time sequence being necessary to encompass seasonal use.
- (9) **Tampering:** No person shall connect, remove, repair, turn-on, turn-off or otherwise disturb any water meter or service after once set; but, at the discretion of the City, a meter may be removed by the City for an unpaid account. Water services that have been locked off for non-payment of a utility bill, and turned back on by anyone other than a City official shall be reported to the Police Department as theft of service.
- (10) **Damages:** The person(s) responsible or property owner shall be responsible for any damages to the locking device affixed at the time of shut-off, or to any meter or meter box which gives evidence of having been damaged by carelessness or vandalism. These charges will be billed separately; however, failure to pay within 90 days shall result in meter removal and be subject to connection charges for reconnection as set by resolution.

## Section 5. CHARGES, PAYMENTS AND PENALTIES

- (1) **Billing, Due Dates and Past Due Penalties:**

- a. Bills are sent on a monthly basis, regardless of occupancy or if the water is off. Each bill rendered shall contain the final date on which payment is due. If the bill is not paid by that date, the account shall be considered delinquent. Water charges for consumption in the previous month shall be billed at the beginning of the following month and are due and payable at Warrenton City Hall on the last business day of the same month in which the bill is issued. All payments on account shall reference the appropriate customer number.
- b. If payment in full is not received by 11:59 p.m. on the last business day of the month, a late charge penalty set by resolution will be added. If the account is still unpaid on the 1<sup>st</sup> of the month following the date the payment was due, a bill will be mailed to the person(s) responsible showing all charges due with a past due notification.
- c. The City will send a reminder letter of these late charges to the property owner and person(s) responsible (if they are not the same) on or near the 7<sup>th</sup> of the month.
- d. A door hanger will be hung on or near the 14<sup>th</sup> day of the month stating water service will be shut-off on, or a specified date near, the 20<sup>th</sup> of that month if the account remains unpaid. Once a door hanger has been sent, payment must be made in full for the past due amount to avoid service termination. The customer will be charged a door hanger penalty as set by resolution. A door hanger will be hung on the subject property and the corresponding fee will be attached to the past due account, even if the prior person(s) responsible/owner no longer resides at the property.
- e. Water service will be shut off if past due balance is not paid before 11:59 p.m. on the date specified on the door hanger. Past due accounts will be charged a shut-off penalty as set by resolution. Water service shall not be restored until all charges and penalties are paid in full.
- f. When payment has been made in full and the request for restoration has been made before 2:00 p.m., same day service is available. If an immediate restoration is required after 2:00 p.m., an emergency turn on fee will apply.
- g. In the event the City is unable to physically terminate service to a customer for non-payment, the customer will still be charged a shut-off penalty. It is the responsibility of the person(s) responsible or owner to make certain payment in full has been received by the City in a timely manner.
- h. If the past due amount on a closed account remains unpaid at shut-off day, the shut-off penalty will be assessed to the previous person(s) responsible/owner even though the water is not shut-off. No new Utility Applications will be taken until such time that all accounts at the address associated with the past due account are paid in full.
- i. Owners and/or person(s) responsible shall be notified of and have the opportunity to be heard by the Finance Director or employee empowered to resolve any valid objections to the billing prior to the disconnection.

- j. Properties whose service has been shut-off for non-payment for 12 months with no payments made on the City billing accounts or any balances in collections will be disconnected from the utility system. A fee for meter removal, as set by resolution, as well as any cost to remove garbage, sewer or storm sewer utilities will be assessed to the utility billing account and billing for utilities will discontinue as of the date of meter removal. Any outstanding balances may be referred to a collection agency. The property owner will be required to reapply for water service, pay applicable water connection fees as set by resolution and pay all outstanding balances including any balances in collections in order to be reconnected to the utility system. The property owner will be required to pay the balances owed or establish an approved payment plan with the City in order to avoid forced disconnection. See section 4.2 Canceling Accounts/Meter Removal.

In extreme circumstances, such as if removal costs are excessive and/or removal of services requires cutting into road surfaces or will disrupt other utilities, Public Works, with approval from the City Manager, may choose to leave the meter in the ground to monitor for leaks, but billing will cease.

- (2) **Meter Reading:** Water meters will be read monthly on a regularly scheduled basis. The charge for each meter shall be made from one reading to the next on a monthly basis. In the event it is not reasonable to read the meter on a monthly basis due to inclement weather or City emergency, the monthly charge may be estimated based on the prior twelve (12) month's read.
- (3) **Mixed Use Structures:** Where a structure has a commercial use and a residential use or any other combination of uses, the higher monthly rate will apply.
- (4) **Multi-Units:** Where two or more units are served through one master meter, the owner or authorized agent will be billed for the meter use, on a monthly basis. If separate units in a multi-unit complex have separate individual connections, the individual units will be billed individually on a monthly basis.
- (5) **Service Calls:** A fee set by resolution will be assessed to a customer requesting a service call to their address. Final reads are considered a service call. For the protection of the account holder's property, residents may request to have their water turned off for a fee, as set by resolution. Upon request, the City will then turn the service back on for an additional fee. Base rates, including water, sewer, storm drain, garbage and recycling will apply regardless of whether or not the water meter is on or off.
- (6) **Notice for Service:** The Public Works Department requests two (2) business days notice be given in order to schedule service calls; however, whenever possible, requests for service will be handled as promptly as possible.
- (7) **Refund:** Customers who have closed their utility accounts with the City and have credit-account balances equal to or greater than \$3.00 will receive refunds. No refunds will be issued for

accounts with less than \$3.00. Refund checks that have not cleared the City's bank within 90 days of issuance will be cancelled and will be referred to the State of Oregon Unclaimed Property Division. Customers who have an active account at a different address with the City will have their credit balance applied to their active account unless the customer requests otherwise.

(8) **Leaks:** When a leak occurs on the customer's side of the meter, it is the responsibility of the owner to have the leak repaired within 10 days of the discovery or notification by the City of the leak.

- a. **Adjustment for Leaks:** If the leak has caused the monthly charge to be excessive, the responsible person may submit a written request for an adjustment. If the excessive charge exceeds the average monthly charge by 300% or more, the responsible person may be granted a reduced payment equal to the average monthly charge plus 20% of the excessive charge. In order to receive the reduced payment option, the person(s) responsible must submit a completed leak adjustment request form attesting to the repair of the leak and with all available substantiating documents and receipts attached. All others will be responsible for the total charge while the leak adjustment is in process. A completed leak adjustment request form with the substantiating documents and receipts is required for all leak adjustments. Leak adjustments will be processed once the water consumption has returned to a normal level based on the pre-leak period. The formula for the leak adjustment is average monthly charge plus 20% of the excessive charge. Leak adjustments will be made for a maximum of the six months prior to the repair of the leak that demonstrates leak consumption. Adjustments will not be made for leak consumption occurring outside the most recent six-month period. Only two separate adjustments may be made per account per calendar year.
- b. **Shut off Due to Waste:** The City of Warrenton Water Department shall not knowingly furnish water to premises where there is an ongoing leak. When there is a defective or leaking fixture, leaking customer service line, irrigation system, or there is no shutoff device on the customer side and the customer fails to take prompt corrective action to repair the leaking line or fixture, the City may at its option, within 60 days of customer notification, shut off the water on the City side of the meter. All monthly charges fees and penalties will apply if the City must shut off the water meter to ensure water conservation.

(9) **Special Charges:** A fee will be charged for any returned payments. Customers have five (5) business days to make returned payments good. The returned transaction is only made good with cash including the returned payment fee, as set by resolution.

- a. The City will immediately contact the customer to notify them of the returned payment. If direct contact is not made, then the City will leave messages at the phone numbers of record. If no phone contact is made, the City will post notice on customer's residence. This will suffice to give notice to customer that the payment must be made good and advise them of the policy of the City.

- b. The five (5) business days begins the day the City receives notice from the bank and ends on the fifth business day at 5:00 p.m. (counting the day of notice to the City).
  - c. The City will assess the status of the account and if the returned payment transaction is not made good within the five business days, then the City will enforce all collection policies as per Section 5 of this City ordinance.
  - d. Returned payment fees attach to all returned payment transactions including checks, auto-pay and online payments.
  - e. Any account that has 3 returned payments during a twelve (12) month period will be placed on a Cash Only status for twelve (12) calendar months from the date of the last returned transaction.
- (10) **Water Liens:** All service, usage, penalty and fees shall be a lien against the premises served. Ledger and other records will be accessible for inspection by anyone interested in ascertaining the amount of such charges against the property with the submission and approval of a public records request, if applicable.
- (11) **Billing Addresses:** Billing will be addressed exactly as the applicant has directed on the application for service. The Finance Department must be notified immediately of any change of billing address. Should the proper address not be supplied by the customer and/or owner, the City will attempt to solicit this information by delivery of a door hanger, which will list a date on which the water will be shut-off if no reply is forthcoming.
- (12) **Rates:** All rates, charges, penalties and fees will be designated by resolution and approved by the Warrenton City Commission.
- (13) **Vacancy/Vacation:** City of Warrenton water customers may request a temporary billing suspension for a period not to exceed six (6) months. This temporary billing suspension is limited to six (6) months in a twelve (12) month period. Customers will be charged a temporary suspension fee, as set by resolution, at the time their temporary billing suspension is to take effect. The customer will be required to pay their account balance, including all utility charges up to the date of suspension and the temporary suspension fee, at the time the service is suspended. The billing will continue and there will be no service suspension if the utility account has a balance. Upon the effective date of the temporary billing suspension, the City will turn off and lock the water meter. Upon the termination of the temporary billing suspension period, the water meter will be turned on and a temporary suspension fee will be assessed to the utility account for reactivating the meter and reconnection of service. Upon meter activation, billing for utility service will restart. At the end of the six (6) month temporary billing suspension period, the water meter will be turned on and billing will be reinstated regardless of property occupancy status. Customers with special surcharge(s) or fee(s) attached to their utility bill are not eligible for a vacancy/vacation rate.

In the event that the sole property owner has passed away, billing may be suspended for a period of not more than twelve (12) months or until the property changes ownership, whichever comes first. A death certificate must be submitted to the City Manager, or designee for verification, at which time the account will be suspended. The account must be paid in full through the date of suspension. Billing shall not be backdated. The account is not subject to the temporary suspension fee but is be subject to the miscellaneous service call fee, as set by resolution.

- (14) **New Construction Rates:** All service accounts associated with new construction projects shall be subject to the minimum base water rate plus consumption upon water meter installation. Rates for all other services will apply upon issuance of occupancy permit.
- (15) **Use of a Collection Agency:** Past due amounts from prior renters or owners may be sent to collection after the City has attempted to collect for 90-days. The owner of the property is the responsible party and therefore, the owner will be sent to collection for renter's past due charges. The City will not shut-off water on a new tenant but will send past due amounts to collection. The City will shut-off water on a new property owner if prior owner left any outstanding balance (the new property owner assumes any liens on the property). A collection fee of 50% of the principal amount owing will be added to the balance at the time of referral to the collection agency.

#### Section 6. FIRE PROTECTION, FIRE HYDRANTS, AND HYDRANT METERS

- (1) **Fire Service Lines:** Fire service lines may be installed at the expense of the property owner according to the City Engineering Standards. No use or connection other than fire protection is permitted on fire service lines.
- (2) **Unauthorized Use:** Unauthorized use of water from a fire line or fire hydrant shall result in an unauthorized use penalty, set by resolution, for the first billing cycle during which the use occurs. Any subsequent unauthorized use during a subsequent billing cycle within twelve (12) months of the first such use shall be charged an additional unauthorized use penalty, provided the City Manager or their designee may also impose an additional fee at their discretion after consideration of the circumstances of the use.
- a. If unauthorized use of a fire line or fire hydrant occurs four or more times within twelve (12) months of the first such use (including the first use in the count), the City Manager or their designee may thereafter treat the fire line or fire hydrant as a standard service subject to all applicable provisions of this Ordinance.
- (3) **Use of Fire Hydrant:** It shall be unlawful for any person to cut, alter, change, remove, disconnect or connect with, or in any manner interfere, meddle or tamper with any hydrant owned or used by the City of Warrenton Public Works Department. The provision of this section shall not apply to the authorized local fire department. Other departments of the City may be allowed to connect on said hydrants with a hydrant meter, and must use a spanner or regulation wrench in connection therewith.

(4) **Hydrant Meter:** Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Permits can be obtained through the Public Works Department. Fees associated with said permit are set by resolution.

- a. Hydrant meters may only be used at the site specified on the permit, may not be left unattended, and must be removed from the hydrant after each use. Any hydrant meter still attached to the hydrant may be removed by the fire department or City designee in the case of an emergency or drill and the permittee will be billed for any damages to the hydrant or hydrant meter.
- b. Spanner or regulation wrenches will be provided for check-out from the Public Works Department at the time of permit application.

#### Section 7. CROSS CONNECTION CONTROL

- (1) **Cross Connections Prohibited:** Cross connection(s) shall be prohibited and protection must be provided against such cross connection, as specified in Oregon Administrative Rules (OAR), Chapter 333. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross connection survey, the public water system shall be protected against backflow from the premise(s) by either an approved air gap or an approved backflow prevention assembly on each service to the premise, to provide premise isolation.
- (2) **Testing:** Tests must be submitted to the City's Water Quality Technician within ten (10) working days from test date and on a form acceptable to the City. Inspection and testing must be completed as specified.
  - a. At the time of installation;
  - b. If repaired or relocated;
  - c. At least annually;
  - d. More frequently if required by the City;
  - e. After a backflow incident; or
  - f. After an approved air gap is re-plumbed
- (3) **New Connections:** Any new connection of one and one half (1 ½) inches in diameter or greater shall be required to install an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public Works Director or their designee. The term "new" as herein used in reference to new construction, annexation, or the City of Warrenton gaining jurisdiction over the water system.
- (4) **Float Valve:** No water shall be used in open tanks, troughs or other containers into which water drips continuously without the installation of automatic float valves.

- (5) **Irrigation:** All irrigation systems, residential and commercial, shall be protected by an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public Works Director or their designee.
- (6) **Auxiliary Water Supply:** Premises supplied with water other than that furnished by the City may obtain City water at regular rates, provided no physical connection shall in any way, directly or indirectly, exist between the private and municipal systems. An approved backflow prevention assembly shall be installed on the customer service line to a premise where there is auxiliary water supply which is or could be connected to the municipal water system. Should such connection be found to exist without an approved backflow prevention assembly, the connection to City water will be shut-off.
- (7) **Pumps:** No person shall connect to any water main or service connection in the City's water system, a pump or other apparatus for purposes of increasing pressure, which is capable of introducing any foreign liquid or material into said system, unless an approved backflow prevention assembly is used.
- (8) **Authority:** The Public Works Director, their designee or State Health Official has the authority to discontinue water service to premises for:
- a. Failure to remove or eliminate an existing unprotected or potential cross connection;
  - b. Failure to install a required approved backflow prevention assembly, as required;
  - c. Failure to maintain an approved backflow prevention assembly; or
  - d. Failure to conduct the required testing of an approved backflow prevention assembly.

Water service may be reinstated once the above condition(s) are remedied. A fee may apply for disconnection/reconnection of water service.

#### Section 8. UNLAWFUL USE

- (1) **Unlawful Connection:** It shall be unlawful for any person to attach or detach from any water main or service pipe or other connection through which water is supplied by the City, or to interfere in any manner with such pipes or connections.

It shall be unlawful for any auxiliary water supply to be connected with the municipal supply in any way. If such connection is found to exist, the City water service will be disconnected and penalties will be assessed to the utility account.

It shall be unlawful for any unit, with the exception described for multi-units, to be occupied or used, either as a residence or as a place of business, without an individual connection and meter if required.

All unlawful connections found shall be reported to the Police Department for theft of service and subject to unauthorized use penalties.

- (2) **Supply to Vessel:** It shall be unlawful for any person operating a vessel to obtain water for its use from City mains except through a meter and from persons duly authorized to supply such water.
- (3) **Electrical Connections:** It shall be unlawful to ground any electrical appliance to any pipe connected to the water system.
- (4) **Prohibited or Restricted Use:** The City may prohibit the use of water for any purpose, such regulation being within the authority of the City Manager, Public Works Director or their designee or the Oregon Health Authority Drinking Water Program Official. These precautions are to promote the health and safety of the inhabitants of the City of Warrenton water system.

If a shortage of water shall exist, the City Manager shall have authority at any time to restrict the use of water. Failure to comply may result in penalties.

- (5) **Turn-On/Off by other than City Crew:** It is in violation of this ordinance for any unauthorized person to tamper with the City's shut-off valve; however, in case of emergency, City personnel may grant permission to the property owner or person(s) responsible to turn the water off or on, but only upon making notation of the account number, name of the permittee, date, address, meter number and whether or not the shut-off is to be temporary or permanent. Such information must be provided to the City for entry into the records within 48 hours of granting permission.

When permission has been granted to the owner or person(s) responsible for emergency turn on/turn off of the meter and where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible for the premises, the expense to the City caused thereby may be charged and collected from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible for the premises.

## Section 9. MISCELLANEOUS

- (1) **Inspection:** For the purpose of inspecting the condition of the pipes and fixtures, and the manner in which water is used, the City Manager or designee shall have free access, at proper hours of the day, to all parts of any building or premises in which water is delivered from City mains.
- (2) **Realtor Inspections:** A licensed realtor who wishes to have a property's water turned on and then off, for a house inspection, may pay an advance fee as set forth by City resolution (disconnect/reconnect), for a maximum of twenty-four (24) hours.

- (3) **Repairs:** The water may be shut-off from the mains, without notice at any time, for repairs or other necessary purposes, and the City of Warrenton Public Works Department and its delegates shall not be responsible for any consequent damages.
- (4) **Surplus Water:** The water department may furnish surplus water which would not affect the City's supply to areas outside the City boundaries, and charge the rates currently in force. Furnishing of water shall be conditioned by terms of a contract drawn for this service.
- (5) **Liability:** Any person violating any provision of this ordinance, causing the City to bring civil action against that person, shall be liable for court cost and reasonable attorney fees to be set by the court, including any appellate court fees, in the event the City is successful.
- (6) **Fine:** Any person violating any of the provisions of this ordinance may, upon conviction thereof, be punished by a minimum fine of \$1,000.
- (7) **Validity:** In case any portion or provisions of this ordinance should be held to be invalid for any reason whatsoever by any court, then all other provisions shall be held and considered to be independent of, and separable from, such invalid portions and shall not be affected or rendered void by the invalidity of such other portions.
- (8) **Effective Date:** This Ordinance shall take effect 30 days after its adoption.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this \_\_\_\_ day of \_\_\_\_\_, 2025.

First Reading: March 11, 2025

Second Reading:

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Henry A. Balensifer, III, Mayor

ATTEST:

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Dawne Shaw, City Recorder



## City Commission Agenda Memo

Meeting Date: March 11, 2025  
From: Esther Moberg, City Manager  
Subject: City Commission Goals 2025-2027

### Summary:

The City Manager is requesting that the City Commission finalize their top 5-6 goals for 2025-2027.

### Recommendation/Suggested Motion:

I make a motion to approve the 2025-2027 City Commission goals as stated.

### Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

### Fiscal Impact:

The Commission goals may include staff and budgetary resources (as FY set budget allows) to achieve the goals as set by the Commission.

### Attachments:

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

- XXXX

Approved by City Manager: \_\_\_\_\_

**City Commission Draft Goals 2025-2027**

- 1) Customer Experience
- 2) Incentivizing Downtown Warrenton
- 3) Design Hammond Fishing Pier
- 4) Review All Volunteer Committees and Boards
- 5) Review Nuisance Code
- 6) Ditch cleaning annual maintenance plan

*City Manager Recommends adding the Wastewater treatment plant to Citywide goals #6 as a \$35 million dollar project that is anticipated to break ground and be fully in construction starting 2026-2027. This project will take a great amount of time for staff and we have already hired additional support of lobbyists, engineers, bond writers, and finance management advisors. We anticipate more support will be added as this project kicks off and would like to see the full support of the commission behind this project.*

*Other items ranked as lower goals (may not make the City Goals (5-6 max) for 2025-2027).*

1. City Revenues Review
  2. City Charter Review
  3. EMS Standup
  4. AFD/LID review
  5. City Giving Non-profit policy
  6. Review SDC fees
  7. Shelter Designation for EOP
  8. Sidewalk Master Plan
  9. City-wide Code Review
- Levees