

*"Making a difference through excellence of service"*



## **CITY OF WARRENTON**

### **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

October 10, 2017 – 6:00 P.M.

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

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1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **ROLL CALL**
4. **COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS**
5. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 9.12.17
- B. Fire Dept. Monthly Activity Report – Aug. 2017
- C. Monthly Finance Report – Aug. 2017
- D. Liquor License Application – Jim's Place

6. **PUBLIC COMMENT (AGENDA ITEMS)**

At this time, anyone wishing to address the City Commission concerning items on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. 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.

7. **BUSINESS ITEMS**

- A. Consideration of Request of License to Occupy – McGregor, SW Juniper Ave ROW
- B. Consideration of Resolution No. 2506; Authorizing the City to Transfer the Surplus Balance of the Public Safety Building GO Bond Fund

- C. Consideration of Sublease Renewal for Sturgeon Paul's – Hammond Marina
- D. Consideration of New Capital Improvement Project – Intersection of SW 9<sup>th</sup> and S. Main Ave.

**8. PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. 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.

**9. EXECUTIVE SESSION**

**10. ADJOURNMENT**

**Warrenton City Hall is accessible to the disabled. An interpreter for the hearing impaired may be requested under the terms of ORS 192.630 by contacting Dawne Shaw, Deputy City Recorder, at 503-861-2233 at least 48 hours in advance of the meeting so appropriate assistance can be provided.**

5-A

MINUTES  
Warrenton City Commission  
Regular Meeting – September 12, 2017  
6:00 p.m.  
Warrenton City Hall - Commission Chambers  
225 S. Main  
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Rick Newton, Pam Ackley, Tom Dyer, Mark Baldwin and Mayor Henry Balensifer

Staff Present: City Manager Linda Engbretson, City Attorney Spencer Parsons, Water Treatment Facility Superintendent Bob Bingham, Water Treatment Facility Operator Dave Davis, Finance Director April Clark, Police Chief Matt Workman, Community Development Director Skip Urling, Building Official Chuck Goodwin, Public Works Operations Manager Kyle Sharpsteen, and Deputy City Recorder Dawne Shaw

COMMISSIONER COMMENTS

Commissioner Baldwin thanked everyone for coming. He addressed his continued concerns about the lack of maintenance at Ocean View Cemetery, noting he recently drove by hoping to see improvements. He noted his disgust, and stated the only change is the grass is now dead so it is not growing; there is tall grass and blackberry vines between grave stones. He suggested donating his stipend to help pay for the upkeep.

Commissioner Ackley stated the first Hammond Marina Task Force meeting had taken place and there was good discussion, mostly on the importance of transferring the marina and that dredging is needed very badly. She noted different options to dredge and stated City Manager Engbretson and Harbor Master Jane Sweet are looking into getting a dredging permit in place before the transfer is done, to get a head start. Ms. Engbretson noted Ms. Sweet has reached out to 2 consultants and are waiting to get proposals back. Commissioner Ackley stated she attended the Walmart ground breaking, and noted on behalf of Way to Wellville, she and Cindy Van Dusen met with members of Walmart's Public Affairs and State and Local Government Relations department and discussed future opportunities for volunteerism, community support and donations.

Commissioner Dyer welcomed everyone and stated he also attended the Walmart ground breaking ceremony and noted their desire to be part of our community. He stated he was impressed that for such a large organization, they have a small town feel. He also stated he talked with a few people about the nuisance properties and noted if everyone cleans up and makes their property look good, it may put a little pressure on the nuisance properties to clean theirs up.

Commissioner Newton noted he has been busy and gave a brief update on the Astoria and Warrenton Warming Centers, and noted the Warrenton center is scheduled to open by ovember 15<sup>th</sup>. He also attended the Civic Safety Council meeting where they discussed the “Fail to Appear” rate, and noted the County will hire 2 new people to remind offenders to appear. Also discussed was the homeless problem. He stated he also went to library board meeting, where he reminded them that time is running out to “sell” the library levy. Commissioner Newton recommended that the Commission send a letter to the Coast Guard to thank them, and commend them for helping out with hurricane Harvey. He also discussed the NW Dream Hunts program, which sets up hunts for terminally ill kids; and noted that a wish was granted for a 16 year old boy from South Carolina, who wanted to come out here to elk hunt. He also wanted to learn to fly fish and Commissioner Newton was asked to teach him, which he noted was an honor.

Mayor Henry Balensifer stated he has also been busy, and noted the joint work session with the Planning Commission was very successful with unanimous consensus on the items discussed; the requirement for parks in subdivisions; and increasing street widths, going forward. He stated this was significant progress on moving forward the livability agenda, which the City Commission is very committed to. He noted there was also a joint meeting with Urban Renewal Advisory Board and the Urban Renewal plan will be reviewed and updated to make it more practical. He noted Library ribbon cutting ceremony was a great event and there was a good turnout. He also attended the Walmart ground breaking, and he learned that Clatsop Community Action is very excited for Walmart as it will affect food prices. He stated Commissioner Newton made a good point about hurricane Harvey and the Coast Guard who went there to assist; and it is also worth mentioning that the Warrenton Fire Department was fighting fires at Eagle Creek and Sisters, Oregon; and it is important to recognize our volunteer fire fighters. He also stated he has had a lot of questions from parents about the Quincy Robinson playground. Public Works Operations Manager Kyle Sharpsteen gave an update, noting the new equipment has been delivered and they expect to start construction the third week of September. Mayor Balensifer also noted Walmart presented a check for \$2,000 to the Warrenton High School for vocational education programs; and a \$5,000 donation to Clatsop Community Action.

City Manager Linda Engbretson reminded the Commission there will be a work session with the Skipanon Water Control District on 9/26, and Sheriff Burgin will be the facilitator. She also noted the next Parks Board meeting is October 9th. Mayor Balensifer noted he will not be available for a joint meeting on that date, and Ms. Engbretson stated she will reschedule.

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

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

PUBLIC COMMENT (Agenda Items) – NONE

BUSINESS

City Manager Linda Engbretson stated the first reading of Ordinance No. 1213; Vacating a Portion of NW 6<sup>th</sup> Street by title only was conducted on August 22, 2017; and is being brought back for a second reading and adoption.

**Commissioner Ackley made the motion to conduct the first reading, by title only, of Ordinance No. 1213; Vacating a Portion of NW 6<sup>th</sup> Street in the City of Warrenton. Motion was seconded and passed unanimously.**

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

**Mayor conducted the second reading by title only.**

**Commissioner Dyer made the motion to adopt Ordinance No. 1213. Motion was seconded and passed unanimously.**

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

City Manager Engbretson presented the Firebird Bronze contract, for the mold and casting of the VFW War Memorial; she noted this foundry is the only foundry the contracted artist has worked with and the only foundry in the state specializing in military statues. The cost of these services is \$29,690.00. Mayor Balensifer noted this project is not funded by tax payer dollars.

**Commissioner Ackley made the motion to authorize the Mayor's signature on the Goods and Services Contract with Firebird Bronze for a not-to-exceed amount of \$29,690.00. Motion was seconded and passed unanimously.**

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

City Manager Engbretson stated the two agreements that were deferred at the last meeting related to the Pacific Coast Seafood Company Rebuild, are being brought back for approval. City Attorney Spencer Parsons reviewed the details for the agreements; between the City and Oregon Business Development Department (OBDD) - \$150,000 grant; and between the City and Pacific Coast Seafood for Disbursement of OBDD Grant - \$150,000. Commissioner Baldwin noted for the record that he has a potential conflict and will abstain from voting, however will participate in the discussion.

**Commissioner Dyer made the motion to authorize the Mayor's signature on the Intergovernmental Grant Agreement No. RS1612 between the State and City. Motion was seconded and passed.**

**Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – abstain**

**Commissioner Newton made the motion to authorize the Mayor's signature on the Agreement for Disbursement of Proceeds from OBDD Grant between City and Pacific Coast Seafoods Company. Motion was seconded and passed.**

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**Balensifer – aye; Dyer – aye; Newton – aye; Ackley – aye; Baldwin – abstain**

City Manager Engbretson stated housing has been a hot topic and noted at a recent joint County-Cities meeting a county-wide housing study was discussed. She noted the attached MOU is a follow up to move forward with a housing study for Clatsop County, similar to that which was recently completed for Tillamook County. The County will provide up to \$50,000, and is requesting each municipality – Warrenton, Astoria, Gearhart, Seaside and Cannon Beach contribute \$10,000. Discussion followed and consensus was to support the housing study.

**Commissioner Ackley made the motion to authorize the Mayor’s signature on the MOU for the Clatsop County Housing Study and approve the \$10,000 expenditure of funds from the General Fund Professional Services. Motion was seconded and passed unanimously.**

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

City Manager Linda Engbretson reviewed Ordinance No. 1215, which when adopted, will implement the Charter Amendment passed by the voters last year. She noted this Ordinance is the result of meetings with the public and Chief Petitioners to clarify ambiguities and unintended outcomes. City Attorney Spencer Parsons noted the ordinance does not make any changes to the charter, it simply implements the amendment. Brief discussion followed.

**Commissioner Newton made the motion to conduct the first reading, by title only of Ordinance No. 1215. Motion was seconded and passed unanimously.**

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

**Mayor Balensifer conducted the first reading of Ordinance No. 1215; “*Introduced by All Commissioners, to Amend Title 3 of the Municipal Code to Add a New Chapter 3.40 to Implement Measure 4-181.*”**

Water Treatment Facility Superintendent Bob Bingham introduced a contract with TMG Services, for the purchase and installation of a Sodium Hypochlorite System and the Warrenton Water Treatment Facility. He stated he requested three informal quotes, received two, and TMG Services gave the best quote, in the amount of \$101,603.00. Brief discussion followed, and Mr. Bingham explained the chlorination process for the public’s benefit.

**Commissioner Dyer made the motion to approve the contract with TMG Services for the purchase and installation of a Sodium Hypochlorite System at the Warrenton Water Treatment Facility. Motion was seconded and passed unanimously.**

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

City Manager Linda Engbretson presented Resolution No. 2503; Modifying Building Permit Fees. She stated the City has not modified its fees since 2008, and noted this item was deferred at

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the last meeting. Building Official Chuck Goodwin explained the fees as outlined in the agenda packet, noting this ordinance allows for annual COLA increases. Brief discussion followed and consensus was to approve.

**Commissioner Ackley made the motion adopt Resolution No. 2503; *Modifying Building Permit Fees.* Motion was seconded and passed unanimously.**

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

PUBLIC COMMENT – Ken Marshall stated he lives on the Skipanon River and voiced his concerns over a logging project taking place on the other side of the dike. He asked the Commission if they are aware of any plans for the logging site. The Commission noted they are not aware of any development plans. Mr. Marshall also made a brief comment on Walmart.

Cheryl Matson, owner if Third Dimension hair salon stated her business has moved units several times due to construction of a new store in the Young’s Bay Plaza. She stated she is being billed \$100 deposit as a new customer, yet she has been in business in Warrenton for 22 years. City Manager Engbretson stated she will look into the matter and get back to her.

Sylvia Stevens, with Warrenton CERT, stated they will have training in November. She explained the purpose of CERT and asked for input from the City and Commission on what CERT can do for the city.

Scott Widdicombe commented on the upcoming mediation on the 8<sup>th</sup> Street Flood Control Structure, and asked the Commission to “try to reach an agreement, but not leave the city exposed in the future.”

There being no further business Mayor Balensifer adjourned the meeting at 7:12 p.m., and called an executive session under the authority of ORS 192.660(2) (e) to conduct deliberations with persons designated by the governing body to negotiate real property transactions.

APPROVED:

\_\_\_\_\_  
Henry Balensifer, Mayor

ATTEST:

\_\_\_\_\_  
Dawne Shaw, Deputy City Recorder

5-B



# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 503/861-2494 Fax 503/861-2351

## STAFF REPORT

**Date:** September 26, 2017  
**To:** The Members of the Warrenton City Commission  
 Linda Engbretson, City Manager  
**From:** Tim Demers, Fire Chief  
**Re:** Fire Department Activity Report for **August, 2017**

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### **August, 2017 Emergency Response Activity -**

The Warrenton Fire Department responded to 109 emergency calls during the month of August, 2017. The department responded to 82 EMS (emergency medical service) calls, 6 motor vehicle crashes, and 14 service calls. There were 7 reportable fires during the month. Service calls include alarm activations with no fire, false alarms, hazardous conditions, good intent calls, public assists, etc. An average of 5 volunteers responded per call throughout the month. During the month of August, 63.3%, or 69 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 40 calls, or 36.7%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

### **August, 2017 Training –**

The department held 5 regularly scheduled Wednesday evening training sessions during the month of August, with an average attendance of 13 volunteers per drill. The department offered 2 additional training session during the month of August.

### **2<sup>nd</sup> EMS – Burns, heat emergencies, and firefighter rehab**

Instructor: Capt. Shepherd

### **9<sup>th</sup> Marine fire operations**

Instructor: Capt. Shepherd

### **Aerial ladder training, operators & crew**

Instructors: Company Officers

### **16<sup>th</sup> Marine fire operations**

Instructors: Capt. Shepherd



**Aerial ladder training, operators & crew**

Instructors: Company Officers

**23<sup>rd</sup> Mobile water supply operations**

Instructors: FF Watson

**Aerial ladder training – operators & crew**

Instructors: Company Officers

**30<sup>th</sup> Mobile water supply operations – Astoria F. D.**

Instructor: Capt. Nyberg

**Aerial ladder training – operators & crew**

Instructors: Company Officers

**Volume 11, Issue 2**

**Monthly Finance Report**  
**August 2017**

**October 10, 2017**

**Economic Indicators**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	1.45%	.92%
Columbia Bank:	n/a	.05%
◆ Prime Rate:	4.25%	3.50%
◆ CPI-U change:	1.9%	1.1%
◆ Unemployment Rates:		
Clatsop County:	4.1%	5.0%
Oregon:	4.1%	5.0%
U.S.:	4.4%	4.9%

**Department Statistics**

◆ Utility Bills mailed	3,307
◆ New Service Connections	9
◆ Reminder Letters	436
◆ Door Hangers	82
◆ Water Service Discontinued	8
◆ Walk-in counter payments	916
◆ Mail payments	1,241
◆ Auto Pay Customers/pymts	563
◆ Online (Web) payments	586
◆ Phone payments	132

**Current and Pending Projects**

- ◆ Audit preparation and reporting continues.
- ◆ SDC Annual Report
- ◆ Landfill Financial Assurance Report
- ◆ Warrenton Urban Renewal Agency Annual Report
- ◆ Community Center Annual Report
- ◆ Open Enrollment for Health Insurance

**Financial Narrative as of August 31, 2017**

**Note:** Revenues and expenses should track at 2/12 or 16.7% of the budget. Expenditures on pages 2-4 include personnel services, materials and services, and debt service costs as well as transfers to the capital funds. See budget for details.

**General Fund:** Revenues year to date are \$433,207, which is 11.2% of the budget and are comparable to the prior year amount of \$421,794, which was 11.5% of the budget and are up by \$11,413. Increases are shown in prior year taxes, city franchise fees, municipal court, community development fees, police charges, interest, and lease receipts and are offset by decreases in franchise fees, transient room tax, state revenue sharing, park charges, and miscellaneous.

Expenses year to date amount to \$763,209, which is 17.5% of the budget, compared to the prior year amount of \$723,698, which was 17.4% of the budget and are up by \$39,511. The Admin/Comm/Fin department is tracking over budget due to one time annual payments.

**WBA:** Business license revenue amounts to \$50,585 compared to \$47,000 last year at this time, a difference of \$3,585. The number of licenses issued to date are 480 compared to 517 at this time last year.

**Building Department:** Permit revenues year to date amount to \$43,472, which is 25% of the budgeted amount. Last year to

date permit revenue was \$23,399, which was 11% of the budget, a year to date difference of \$20,073.

**State Tax Street:** State gas taxes received this month amount to \$25,681 for fuel sold in July compared to \$24,186 at this time last year. \$1,142 of city fuel tax was spent on projects this month.

**Warrenton Marina:** Total revenues this month are \$81,542 compared to \$92,207 this time last year, a decrease of \$10,665. Increases are shown in launch fees, overnight stays, interest and lease receipts which are offset by decreases in moorages, utilities, boat storage, hoist, parking, liveaboard fees, pier use, and work slip.

**Hammond Marina:** Total revenues this month are \$95,165 compared to the prior year amount of \$105,644, a decrease of \$10,479. Increases are shown in launch fees, overnight stays and interest which are offset by decreases in moorages, utilities, boat storage, parking and miscellaneous.

Total receivables outstanding for both marinas is \$94,673. Of the total outstanding receivables, \$28,032 is over 90 days old.

**Water Fund:** Utility fees this month are \$217,460 and \$196,969, for in-city and out-city, respectively and is 26.5% of the budget.

**Sewer Fund:** Utility fees this month are \$198,642 and \$377,317 year to date which is 18.6% of the budget. Shoreline Sanitary Fees are \$20,123 year to date. Septage revenue this month amounts to \$29,403 and \$61,974 year to date.

**Storm Sewer:** Utility fees (20% of the sewer charge) this month are \$39,734 and \$76,089 year to date and is 18.6% of the budget.

**Sanitation Fund:** Year to date service fees for garbage and recycling are \$157,481 and \$30,332 and are 17.7% and 16.4%, of the budget, respectively.

**SDC Summary for FYE 2016:**

	Beginning Revenues			Ending	
	Fund Balance	SDC	Interest	Projects & Debt Pmts	Fund Balance
Parks	56,113	23,080	305		79,498
Water	104,480	80,883	498	73,000	112,861
Sewer	181,739	69,311	1,185	110,637	141,598
Storm	97,698	9,312	292	79,323	27,979
Streets	570,254	65,690	4,693		640,637
<b>total</b>	<b>1,010,284</b>	<b>248,276</b>	<b>6,973</b>	<b>262,960</b>	<b>1,002,573</b>

## Financial data as of August 2017

	General Fund				
	Current Month	Year to Date	Budget	% of Budget	
Beginning Fund Balance	1,117,607	1,306,042	790,000	165.32	
Plus: Revenues	129,261	433,207	3,864,488	11.21	(see details of revenue, page 4)
Less: Expenditures					
Municipal Court	7,587	21,421	131,566	16.28	
Admin/Comm/Fin (ACF)	48,098	307,737	1,094,696	28.11	
Planning	9,709	29,981	185,068	16.20	
Police	97,634	223,315	1,823,175	12.25	
Fire	47,922	109,276	852,775	12.81	
Parks	9,878	21,479	163,825	13.11	
Transfers	50,000	50,000	120,949	41.34	
Total Expenditures	270,828	763,209	4,372,054	17.46	
Ending Fund Balance	976,040	976,040	282,434	345.58	

	WBA				Building Department			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	140,854	103,694	108,000	96.01	288,042	293,156	270,000	108.58
Plus: Revenues	1,729	50,793	48,850	103.98	23,246	44,013	174,814	25.18
Less: Expenditures	4,384	16,288	151,206	10.77	22,608	48,489	249,563	19.43
Ending Fund Balance	138,199	138,199	5,644	2,448.60	288,680	288,680	195,251	147.85

	State Tax Street				Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,364,238	1,384,545	1,000,000	138.45	410,809	188,461	190,000	99.19
Plus: Revenues	27,163	28,958	638,132	4.54	81,452	353,658	532,175	66.46
Less: Expenditures	20,231	42,333	1,445,923	2.93	41,218	91,076	630,947	14.43
Ending Fund Balance	1,371,170	1,371,170	192,209	713.37	451,043	451,043	91,228	494.41

## Financial data as of August 2017, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	241,931	140,032	140,000	100.02	1,972,497	1,841,311	1,000,000	184.13
Plus: Revenues	95,165	235,833	287,801	81.94	434,152	778,187	5,652,800	13.77
Less: Expenditures	39,029	77,798	408,324	19.05	145,701	358,550	6,033,428	5.94
Ending Fund Balance	<u>298,067</u>	<u>298,067</u>	<u>19,477</u>	<u>1,530.35</u>	<u>2,260,948</u>	<u>2,260,948</u>	<u>619,372</u>	<u>365.04</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,723,378	1,664,745	1,500,000	110.98	345,405	330,759	290,000	114.05
Plus: Revenues	305,760	828,427	3,079,128	26.90	40,046	76,089	406,000	18.74
Less: Expenditures	168,682	632,716	3,418,202	18.51	13,621	35,018	539,327	6.49
Ending Fund Balance	<u>1,860,456</u>	<u>1,860,456</u>	<u>1,160,926</u>	<u>160.26</u>	<u>371,830</u>	<u>371,830</u>	<u>156,673</u>	<u>237.33</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	374,301	371,081	320,000	115.96	10,374	10,436	7,800	133.79
Plus: Revenues	95,972	188,970	1,077,000	17.55	1,483	3,580	15,830	22.62
Less: Expenditures	109,759	199,537	1,218,610	16.37	1,253	3,412	22,550	15.13
Ending Fund Balance	<u>360,514</u>	<u>360,514</u>	<u>178,390</u>	<u>202.09</u>	<u>10,604</u>	<u>10,604</u>	<u>1,080</u>	<u>-</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	34,902	41,731	39,000	107.00	338,599	405,798	266,299	152.38
Plus: Revenues	768	5,514	86,793	6.35	554	1,111	1,922,122	0.06
Less: Expenditures	7,140	18,715	90,599	20.66	8,128	75,884	2,188,421	3.47
Ending Fund Balance	<u>28,530</u>	<u>28,530</u>	<u>35,194</u>	<u>81.06</u>	<u>331,025</u>	<u>331,025</u>	<u>-</u>	<u>-</u>

## Financial data as of August 2017, continued

## (\$) Cash Balances as of August, 2017

General Fund	1,164,114	Warrenton Marina	376,419	Storm Sewer	320,542
WBA	119,658	Hammond Marina	300,601	Sanitation Fund	282,026
Building Department	299,059	Water Fund	1,078,048	Community Center	11,859
State Tax Street	1,398,022	Sewer Fund	1,503,326	Library	29,381

## Warrenton Urban Renewal Agency

Capital Projects	420,662
Debt Service	986,152

General Fund Revenues	Collection Frequency	2017-2018 Budget	Actual as a % of Current Budget	Collections/Accruals Year to date		(over) under budget
				August 2017	August 2016	
Property taxes-current	AP	904,940	0.00	-	-	904,940
Property taxes-prior	AP	35,000	18.41	6,444	5,755	28,556
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	543,000	5.86	31,824	33,860	511,176
COW - franchise fees	M	136,414	20.02	27,304	24,677	109,110
Transient room tax	Q	508,402	0.00		3,540	508,402
Liquor licenses	A	650	7.69	50	25	600
State revenue sharing	MQ	130,267	0.00		645	130,267
Municipal court	M	119,400	14.72	17,577	16,034	101,823
Community development fees	I	35,000	8.34	2,919	1,607	32,081
Police charges	I	8,750	21.37	1,870	1,360	6,880
Fire charges	SM	95,240	0.00	-		95,240
Park charges	I	-	0.00	125	250	
Miscellaneous	I	1,200	19.33	232	504	968
Interest	M	10,000	18.55	1,855	1,272	8,145
Lease receipts	M	209,529	16.83	35,270	35,226	174,259
Donations	I		0.00	-	-	-
<b>Sub-total</b>		<b>2,737,792</b>	<b>4.58</b>	<b>125,470</b>	<b>124,755</b>	<b>2,612,322</b>
Transfers from other funds	I	32,000	0.00	-	-	32,000
Overhead	M	1,094,696	28.11	307,737	297,039	786,959
<b>Total revenues</b>		<b>3,864,488</b>	<b>11.21</b>	<b>433,207</b>	<b>421,794</b>	<b>3,431,281</b>

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link & NW Nat-quarterly, Charter annually in March,  
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2018. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

# ORIGINAL 5-D

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: 9/27/17

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

### OLCC USE ONLY

Application Rec'd by: @

Date: 9/27/17

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Jim's Roadhouse Grill LLC ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Jim's Place

3. Business Location: 9605 E Harbor Dr Warrenton, Clatsop, OR 97146  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: same  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: 480-244-7560  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: \_\_\_\_\_ Type of License: \_\_\_\_\_

8. Former Business Name: \_\_\_\_\_

9. Will you have a manager?  Yes  No Name: DeAnna Lounsbury  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Warrenton  
(name of city or county)

11. Contact person for this application: Jim Raniero 480-244-7560  
(name) (phone number(s))  
3715 Hwy 26 Seaside, OR 97138 scentsofthings@gmail.com  
(address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① [Signature] Date 9/27 ③ \_\_\_\_\_ Date \_\_\_\_\_


② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

"Making a difference through excellence of service"



**CITY OF WARRENTON**

**AGENDA MEMORANDUM**

TO: The Warrenton City Commission  
 FROM: Skip Urling, Community Development Director   
 DATE: For Agenda of October 10, 2017  
 SUBJ: McGregor Request of License to Occupy SW Juniper Avenue Right-of-Way (ROW)

**SUMMARY**

Tarah and Shannon McGregor have requested a License to Occupy a portion of the western SW Juniper Avenue ROW north of SW 2<sup>nd</sup> Street to erect a fence. The ROW is approximately 100 feet wide and the pavement is located on the eastern half leaving a substantial portion unused. The McGregor's intent is to fence the unused territory and convert it to improved lawn to within 8-feet of the existing sidewalk. Please see the attached photo.

There are no city utilities in subject portion of this ROW. Staff contact private utility provides and found no objections provided the McGregors contacted Utility Locate prior to construction to ensure that they could avoid conflicts. The Police Chief reminded me that the fence would need to meet the site distance standards of WMC 16.120.020.N.

**RECOMMENDATION/SUGGESTED MOTION**

Staff recommends that the City Commission approve the license.

*I move to approve the license to occupy that portion of the SW Juniper Avenue right -of-way adjacent to 1003 SW 2<sup>nd</sup> Street, also identified as Tax*

Warrenton City Commission  
McGregor License to Occupy  
For Agenda of October 10, 2017  
Page 2

*Lot No. 81020AA01900, by Tarah and Shannon McGregor for a fence and landscaping improvements.*

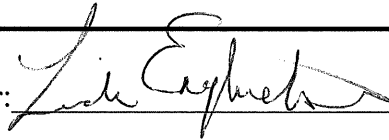
**ALTERNATIVE**

None recommended

**FISCAL IMPACT**

Not applicable.

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Lick Engstrom", written over a horizontal line.

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

Attachments



## **License to Occupy**

AN AGREEMENT, made and entered into this 10<sup>th</sup> day of October 2017, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Shannon and Tarah McGregor, hereinafter referred to as "McGregor".

WITNESSETH:

WHEREAS, McGregor is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the "McGregor property", and more particularly described as (1003 SW 2<sup>nd</sup> Street), Tax Lot 81020AA01900 in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the McGregor property, hereinafter referred to as "SW Juniper Avenue right-of-way", and

WHEREAS, McGregor wants to erect a 6-foot wooden fence on a portion of SW Juniper Avenue right-of-way as it abuts the McGregor property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to McGregor and McGregor accepts City's permission to occupy a portion of SW Juniper Avenue right-of-way, as shown on the attached aerial photograph.
- 2) McGregor may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) McGregor's use of the SW Juniper Avenue right-of-way is not "adverse" or contrary to the City in any way. Neither McGregor nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the SW Juniper Avenue right-of-way.
- 5) City may revoke its permission for McGregor's continued use of the SW Juniper Avenue right-of-way for any reason upon sixty days prior written notice to McGregor. Upon such notice, McGregor or subsequent owner shall, at McGregor's sole expense restore the right-of-way to a condition acceptable to the City.

- 6) McGregor or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with McGregor's use of the SW Juniper Avenue right-of-way.  
McGregor's conduct with respect to the same, or any condition thereof, in the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, McGregor or successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
- 7) The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.
- 8) In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

City of Warrenton, a  
Municipal Corporation of  
the State of Oregon,

CITY:

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

ATTEST:

\_\_\_\_\_  
Dawne Shaw, Deputy City Recorder      Date

APPLICANTS:

\_\_\_\_\_  
\_\_\_\_\_

Date

## **License to Occupy**

AN AGREEMENT, made and entered into this 22 day of August, 2017, between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter referred to as "City", and Shannon and Tarah McGregor, hereinafter referred to as "McGregor".

WITNESSETH:

WHEREAS, McGregor is the owner of certain real property in Warrenton, Oregon, hereinafter referred to as the "McGregor property", and more particularly described as (1003 SW 2<sup>nd</sup> Street), Tax Lot 81020AA01900 in the City of Warrenton, County of Clatsop and State of Oregon, and

WHEREAS, City is the owner of public street rights-of-way adjacent to and abutting the McGregor property, hereinafter referred to as "SW Juniper Avenue right-of-way", and

WHEREAS, McGregor wants to erect a 6-foot wooden fence on a portion of SW Juniper Avenue right-of-way as it abuts the McGregor property.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

- 1) City grants permission to McGregor and McGregor accepts City's permission to occupy a portion of SW Juniper Avenue right-of-way, as shown on the attached aerial photograph.
- 2) McGregor may have non-exclusive use of this area.
- 3) License area shall be kept clean and free of trash and debris. There shall be no loose items stored in the approved License area.
- 4) McGregor's use of the SW Juniper Avenue right-of-way is not "adverse" or contrary to the City in any way. Neither McGregor nor any subsequent owner of the adjacent property will acquire any prescriptive rights in the SW Juniper Avenue right-of-way.
- 5) City may revoke its permission for McGregor's continued use of the SW Juniper Avenue right-of-way for any reason upon sixty days prior written notice to McGregor. Upon such notice, McGregor or subsequent owner shall, at McGregor's sole expense restore the right-of-way to a condition acceptable to the City.

- 6) McGregor or his successor shall forever defend, indemnify and hold City harmless from any and all claim, loss or liability arising out of or in any way connected with McGregor's use of the SW Juniper Avenue right-of-way.  
McGregor's conduct with respect to the same, or any condition thereof, in the event of any litigation or proceeding brought against City arising out of or in any way connected with any of the foregoing events or claims, McGregor or successor shall, upon notice from City, vigorously resist and defend against such actions or proceedings through legal counsel reasonably satisfactory to City.
- 7) The provision, covenants and agreements of this license shall be binding upon and inure to the benefit of the heirs, personal representatives, successors and permissible assigns of the parties hereto.
- 8) In the event suit or action is instituted to enforce any of the terms of this license agreement, the prevailing party shall be entitled to recover from the other party such sum as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

City of Warrenton, a  
Municipal Corporation of  
the State of Oregon,

CITY:


\_\_\_\_\_  
Mayor Henry Balensifer,                      Date

ATTEST:

\_\_\_\_\_  
Dawne Shaw, Deputy City Recorder      Date

APPLICANTS:

      8/22/2017

      8/22/2017

Date

206-406-2778  
tarchmcgregor@gmail.com

Catalog

- Drawing and Markup
- Scalebars
- Taxlots - Updated April 2017
- Transportation Planning and Environment
- City Zoning
- Urban Renewal Overlay
- City Landuse
- Parks and Recreation
- FEMA Flood Zones 2010
- DOGAMI Flood Zones May 16, 2016
- USFW 2013 Wetlands
- Dikes and Levees
- Local Wetland Inventory
- 2010 LIDAR Contour Lines
- Building Footprints
- Building Footprints DOGAMI LIDAR 2009
- Surface Water Polygons
- Surface Water Lines
- Base Data

Select Features

Google Street View

Display Bookmark

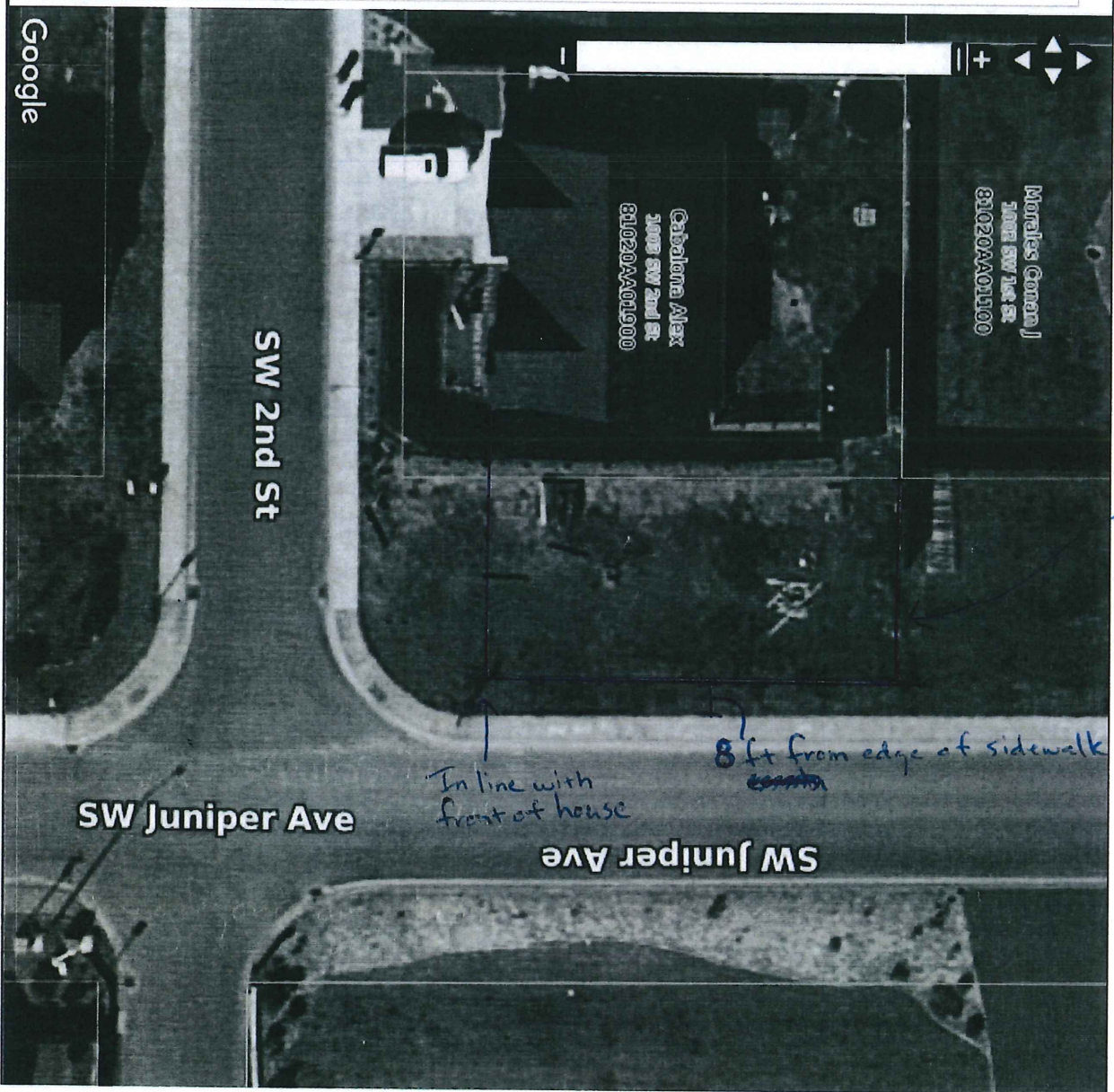
Taxlot Number Search

Situs N

*Inline with existing fence*

*8 ft from edge of sidewalk*

*In line with front of house*



Google

7-B

*"Making a difference through excellence of service"*



## CITY OF WARRENTON

### Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission

From: April Clark  
Finance Director

Date: October 10, 2017

#### **Regarding – Resolution No. 2506 Authorizing the City to Transfer the Surplus Balance of the Public Safety Building GO Bond Fund**

---

#### **SUMMARY:**

As of June 15, 2017, the Series 1998 General Obligation Bonds that funded the construction of a public safety building and refunded the former City of Hammond's General Obligation Installment Sewer Bonds, Series 1980, have been paid in full.

Courtney Dausz, our bond attorney, has prepared the attached resolution so that the City Commission may authorize closure of the Public Safety GO Bond Fund and transfer the residual balance of this fund as of September 30, 2017, in the amount of \$25,629.43, into the General Fund.

#### **RECOMMENDATION:**

Staff recommends the following motion:

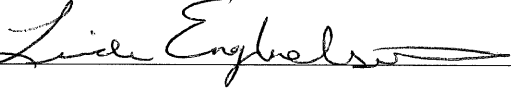
“I move to approve Resolution 2506 Declaring that the necessity of the Series 1998 General Obligation Bonds Debt Service Fund has ceased to exist and Authorizing the City to Transfer the Surplus Balance to the designated General Fund Pursuant to Oregon Revised Statutes Sections 287 A.140 and 294.353.”

#### **ALTERNATIVE:**

No alternative is being recommended.

**FISCAL IMPACT:**

This transfer was budgeted in the current year and will eliminate the balance in the Public Safety GO Bond Fund and increase the balance in the General Fund by the residual amount of \$25,629.43.

Approved by City Manager: 

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

RESOLUTION NO. 2506

**RESOLUTION OF THE CITY OF WARRENTON, OREGON  
DECLARING THAT THE NECESSITY OF THE SERIES 1998  
GENERAL OBLIGATION FACILITIES AND REFUNDING  
BONDS DEBT SERVICE FUND HAS CEASED TO EXIST AND  
AUTHORIZING THE CITY TO TRANSFER THE SURPLUS  
BALANCE TO THE DESIGNATED GENERAL FUND PURSUANT  
TO OREGON REVISED STATUTES §§ 287A.140 AND 294.353.**

WHEREAS, the City of Warrenton, Oregon (the “City”) issued \$1,740,000 General Obligation Facilities and Refunding Bonds, Series 1998, to finance the construction of a public safety building and refund the former City of Hammond’s General Obligation Installment Sewer Bonds, Series 1980 and to pay all costs incidental thereto (the “Series 1998 Bonds”), which matured June 15, 2017. The City has paid all outstanding principal and interest on the Series 1998 Bonds.

WHEREAS, the Series 1998 Bond Debt Service Fund (the “Series 1998 Debt Service Fund”) was established and used by the City to pay the principal and interest due on the Series 1998 Bonds.

WHEREAS, the necessity for maintaining the Series 1998 Debt Service Fund has ceased to exist and a surplus balance of \$25,629.43 remains in the Series 1998 Debt Service Fund.

WHEREAS, the City finds it desirable to close the Series 1998 Debt Service Fund and transfer the surplus balance to the General Fund (the “General Fund”), pursuant to ORS 287A.140(2)(c).

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COMMISSION OF THE CITY OF WARRENTON, OREGON AS FOLLOWS:

Section 1. All of the outstanding principal, interest and premium on the Series 1998 Bonds have been paid and the City does not have any other expenses related to the Series 1998 Bonds.

Section 2. Pursuant to ORS 294.353, the City declares that the necessity for maintaining the Series 1998 Debt Service Fund has ceased to exist and a surplus balance of \$25,629.43 remains in the Series 1998 Debt Service Fund and such balance shall forthwith be transferred to the General Fund of the City.

DATED this 10th day of October 2017.

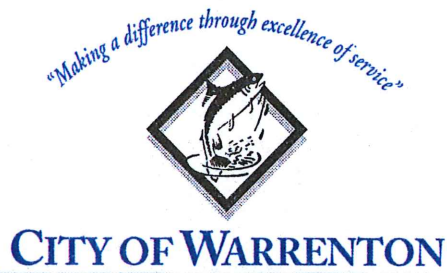
\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Deputy City Recorder



7-C



## AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission  
FROM: Linda Engbretson, City Manager *LE*  
DATE: October 10, 2017  
SUBJ: Sublease Renewal – Sturgeon Paul’s – Hammond Marina

### SUMMARY

As directed, legal counsel has reviewed and updated the proposed sublease between the City of Warrenton and Paul Leitch, Sturgeon Paul’s, at the Hammond Marina, to clearly define the term of the lease and language for termination.

As required in our lease with the USACE, I have submitted the revised agreement for their approval.

It is my understanding that this is the last piece of housekeeping on our end and will allow the Portland Office to finalize their part of the transfer process. It will then be sent to Washington DC. I’ve been told the process can take about a year to complete.

**RECOMMENDATION/SUGGESTED MOTION**

"I move to authorize the Mayor's signature on the lease between the City and Mr. Leitch for Sturgeon Paul's at the Hammond Marina, upon final approval from the US Army Corps of Engineers."

**ALTERNATIVE**

None recommended

**FISCAL IMPACT**

Budgeted Lease revenue used for Hammond Marina Operations

## SUBLEASE AGREEMENT

### RECITALS

THIS SUBLEASE AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Warrenton, a municipal corporation of the state of Oregon, hereinafter referred to as "CITY," and Paul Leitch, d/b/a Sturgeon Paul's, hereinafter referred to as "SUBLESSEE."

#### WITNESSETH:

WHEREAS, CITY subleases to SUBLESSEE that certain real property as shown on the map attached hereto as "Exhibit A" and by this reference made a part hereof (the "Property"). The Property is located at the Hammond Marina; and

WHEREAS, the CITY has leased 59.12 acres from the United States Army Corps of Engineers (the "Corps") and has improved the area with recreation facilities; and

WHEREAS, said lease gives the CITY authority to enter into third party agreements to provide the facilities and services necessary to meet the public demand, as consistent with the Corps plan of recreational development and management; and

WHEREAS, the CITY has determined that it is in the interest of the City of Warrenton and the general public to allow a concession to operate at the Hammond Boat Basin and to enter into this Sublease Agreement with the SUBLESSEE for that purpose.

WHEREAS, the terms of this Sublease Agreement are subject to the terms, conditions, and provisions of that certain lease agreement #DACW57-1-88-33 between the city of Warrenton and the United States Army Corps of Engineers, which is attached hereto as "Exhibit B," and by this reference is incorporated herein and made a part hereof.

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

(1) TERM

The maximum Sublease term will be from the 1<sup>st</sup> of October, 2017, and continue through the 30<sup>th</sup> day of September, 2033. The initial term of this Sublease shall begin on October 1, 2017 and shall continue through September 30, 2018 (the "Initial Term", unless earlier terminated as otherwise provided in this Agreement. Unless either party provides written notice to the other party of its intent not to renew this Sublease at least six (6) months prior to the expiration of the Initial Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2023 (the "First Extended Term"), unless earlier terminated as otherwise provided in this Agreement. Unless either party provides written notice to the other party of its intent not to renew this Sublease at least six (6) months prior to the expiration of the First Extended Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2028 (the "Second Extended Term"). Unless either party provides written notice to the other party

of its intent not to renew this Sublease at least six (6) months prior to the expiration of the Second Extended Term, this Sublease shall automatically be extended, on the same terms and conditions as provided herein, through September 30, 2033 (the "Third Extended Term").

(2) RENT

Rent shall be set and automatically adjusted according to the applicable portion of the following rate schedule:

Initial Term (October 1, 2017 through September 30, 2018) - \$1,075.11 per month

First Extended Term (October 1, 2018 through September 30, 2023) - \$1,129.00 per month

Second Extended Term (October 1, 2023 through September 30, 2028) - \$1,185.00 per month

Third Extended Term (October 1, 2028 through September 30, 2033) - \$1,244.00 per month

Rent is due and payable on the first of each month. A \$20.00 late fee will be assessed if not received by the 10<sup>th</sup> of the month, and for each month thereafter that rent is delinquent an additional \$20.00 will be assessed.

(3) TAXES

In addition, SUBLESSEE shall pay all real property and personal property taxes levied on the property when payable.

(4) USE OF THE PROPERTY/COMPLIANCE WITH LAWS AND REGULATIONS/CIVIL RIGHTS ACT

SUBLESSEE agrees to comply with all RC (Recreational Commercial) Zone requirements of the City of Warrenton. All construction plans and landscaping is subject to approval of the Corps of Engineers District.

The Property shall be used for operations permitted by the land use regulations of the City of Warrenton, (and as described in Exhibit B) and for no other purpose. Any change to the operations, as described in Exhibit B, shall first be approved by the US Army Corps of Engineers and by written consent of the City. In addition, SUBLESSEE covenants that all licenses, tax I.D. numbers, bonds, industrial insurance accounts, or other matters required by federal, state or local governments in order to enable SUBLESSEE to do business, have been acquired by SUBLESSEE and are in full force and effect. The SUBLESSEE, in exercising the privileges granted by this Sublease Agreement, agrees not to discriminate because of race, religion, sex, handicap, or national origin, against any person by refusing to furnish such person any accommodations, facility or privileges in any manner that will directly or indirectly reflect upon or question the acceptability of the patronage of that person. SUBLESSEE shall also comply with the Civil Rights Act of 1964 as amended.

(5) CITY'S RIGHT OF ENTRY

It shall be lawful for the CITY, its agents and representatives, at any reasonable time, to enter into or upon said demised premises for the purpose of examining the condition thereof, or any other lawful purpose.

(6) RIGHT OF ASSIGNMENT

SUBLESSEE shall not assign, transfer, pledge, hypothecate, surrender, or dispose of this Sublease or any interest therein, or permit any other person or persons whomsoever to occupy the subleased premises without the written consent of the CITY being first obtained. This Sublease is personal to SUBLESSEE and is executed in material consideration of SUBLESSEE'S ability to satisfy the covenants contained in this Sublease. SUBLESSEE'S interest in whole or part cannot be sold, assigned, transferred, seized, or taken by operation of law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against SUBLESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to SUBLESSEE, or in any manner except as therein specifically mentioned.

(7) LIENS

SUBLESSEE will not permit any lien of any kind, type or description to be placed or imposed upon the leased premises, or any part thereof.

(8) UTILITIES

All water, sewer, storm sewer, sanitation, electrical service, garbage, and other utilities will be supplied by SUBLESSEE at its sole expense. SUBLESSEE is required to provide adequate garbage pickup and shall not use the City's facilities for waste disposal.

(9) INDEMNITY AND LIABILITY INSURANCE

SUBLESSEE agrees to, and shall indemnify and hold CITY and the United States Army Corps of Engineers harmless against, any and all claims and demands arising from the negligence of SUBLESSEE, its officers, agents, invitees, and/or employees, as well as those arising from SUBLESSEE'S failure to comply with any covenant of this Sublease on its part to be performed, and shall at its own expense defend CITY against any and all suits or actions arising out of such negligence, actual or alleged, and all appeals therefrom, and shall satisfy and discharge any judgment which may be awarded against CITY in any such suit or action.

SUBLESSEE further agrees, upon execution of this Sublease, at its own expense, to maintain and keep in effect, and to furnish and deliver to the CITY proof of, liability insurance policies in a form and with an insurer satisfactory to CITY, insuring against all liability for damages to personal property in or about the subleased premises with combined single limit for bodily injury in the amount of not less than \$1,000,000.00. Prior to commencement of any construction or improvement to the property, SUBLESSEE agrees, at his own expense, to maintain and keep thereafter in effect, and to furnish and deliver to the CITY proof of, liability insurance policies in a form and with an insurer satisfactory to CITY, naming CITY as a named insured against all liability for damages to personal property in or about the leased premises and not less than \$1,000,000.00 combined single limit for both bodily injury and

property damage. From time to time, the CITY may require an increase in the amount of liability insurance.

(10) DEFAULT

In the event of failure by SUBLESSEE to pay rent within thirty (30) days after it is due, or to comply with any other term or condition of this Sublease within ten (10) days after written notice by CITY, specifying the nature of the default, CITY, at its option, may elect to terminate the Sublease and SUBLESSEE agrees to vacate the premises within thirty (30) days of notice and perform clean-up, leaving the premises broom-clean. CITY may then take possession of, and re-rent the premises. CITY shall be entitled to recover as damages, the reasonable cost of re-entry and re-renting as stated above. The foregoing remedy shall be in addition to any other remedies available to CITY under applicable law.

(11) DAMAGES

In the event of termination on default, CITY shall be entitled to recover immediately, without waiting until the due date of any future rent, the following amounts as damages:

- a. The value of all SUBLESSEE'S obligations under this Sublease, including the obligation to pay rent from the date of default until the end of term; and
- b. The reasonable costs of re-entry and re-letting including, without limitation, the cost of any cleanup, removal of SUBLESSEE'S property and fixtures, or any other expenses occasioned by SUBLESSEE'S failure to quit the premises upon termination and to leave them in the required condition, together with any restoration costs, attorney fees, court costs, etc.

(12) DELIVERY OF PREMISES UPON TERMINATION

At the expiration of this Sublease, or upon any sooner termination thereof, SUBLESSEE will quit and deliver up said subleased premises, peaceably, quietly, and in order and condition, and will remove any structures erected by SUBLESSEE on the property. Any improvements remaining on the property at termination shall become the property of CITY, at CITY'S sole option. Because this Sublease incorporates "Exhibit B" and is subject to the terms, conditions and provisions therein, the parties hereby agree, acknowledge and understand that termination of "Exhibit A" shall also terminate this Sublease.

(13) NON-WAIVER

Waiver by either party of strict performance of any provision of this Sublease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision of this Sublease.

(14) ATTORNEY'S FEES

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

If any party to this Sublease places it in the hands of an attorney for collection or enforcement of the covenants contained herein, as a consequence of a default, as defined herein, the party in default agrees to pay reasonable fees and expenses of such attorney even though no suit or action is instituted, as a consequence of default.

(15) NOTICES

Any notice required or permitted under this Sublease shall be given when actually delivered or forty-eight (48) hours after deposited in United States mail as certified mail, addressed to the following addresses or to such other address as may be specified from time to time by either of the parties in writing.

CITY: City of Warrenton  
PO Box 250  
Warrenton, OR 97146

SUBLESSEE: Paul Leitch  
d/b/a The World Headquarters  
PO Box 566  
Warrenton, OR 97146

LESSOR: United States Army Corps of Engineers  
Portland District Division  
PO Box 2946/333 SW First  
Portland, OR 97208-2946

(16) SUCCESSION

Subject to the limitations on transfer of SUBLESSEE's interest provided herein, this Sublease shall be binding upon, and inure to, the benefit of the parties, their respective successors and assigns.

(17) Entire Agreement

This Sublease contains the entire agreement between the parties and replaces and supersedes all prior agreements regarding its subject matter. CITY and SUBLESSEE hereby mutually acknowledge and agree that there are no other verbal or written agreements or other representations, warranties, or understandings affecting this Sublease. Except as otherwise provided, this Sublease can be changed, modified, amended, or terminated only by an instrument in a writing executed by both Parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this lease in triplicate this \_\_\_\_ day of \_\_\_\_, 2017, the signature for the CITY OF WARRENTON being authority of its City Commission.

CITY OF WARRENTON  
An Oregon Municipal Corporation

By: \_\_\_\_\_  
Henry Balensifer III, Mayor

Attest: \_\_\_\_\_  
Dawne Shaw, Deputy City Recorder

LESSEE: \_\_\_\_\_  
Paul Leitch

Approved by: United States Army Corps of Engineers  
Portland District Corps of Engineers  
Real Estate Division

By: \_\_\_\_\_  
Chief, Real Estate Division

STATE OF OREGON)  
County of Clatsop)

On this \_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared Henry Balensifer III, who, being first duly sworn, did say that he is the Mayor of the City of Warrenton, a municipal corporation, and that said instrument was signed on behalf of the city of Warrenton by authority of its City Commission and they acknowledged said instrument to be their voluntary act and deed.

Before me: \_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_

STATE OF OREGON)  
County of Clatsop)

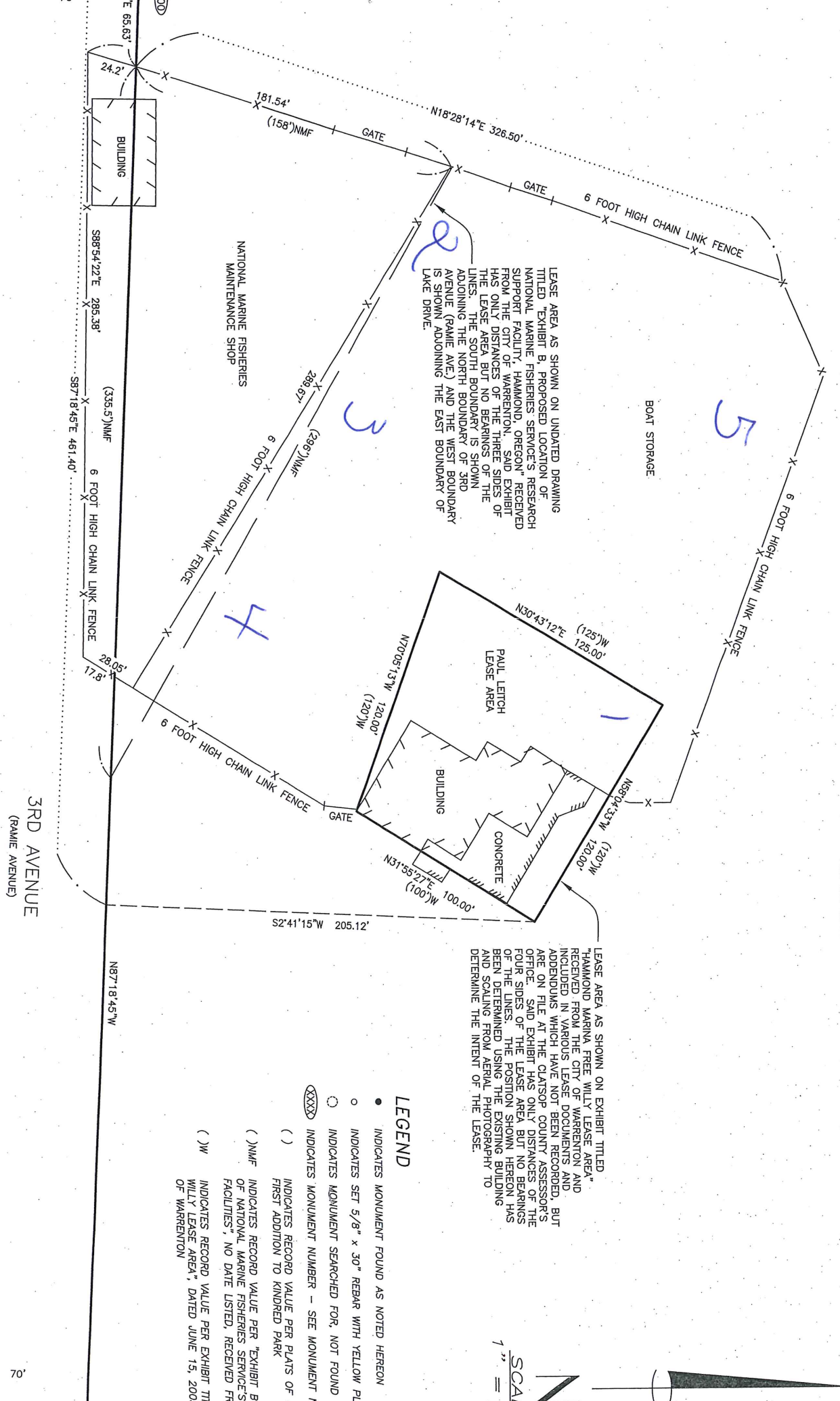
This instrument was acknowledged before me on the \_\_\_\_ date of \_\_\_\_\_, 2017, by Paul Leitch.

Before me: \_\_\_\_\_  
Notary Public for Oregon

My Commission Expires: \_\_\_\_\_



LEASE TO NATIONAL MARINE FISHERIES SERVICES. EXISTING IMPROVEMENTS FOR THE LEASE AREAS WERE LOCATED AS SHOWN HEREON.



LEASE AREA AS SHOWN ON UNDATED DRAWING TITLED "EXHIBIT B, PROPOSED LOCATION OF NATIONAL MARINE FISHERIES SERVICE'S RESEARCH SUPPORT FACILITY, HAMMOND, OREGON" RECEIVED FROM THE CITY OF WARRENTON. SAID EXHIBIT HAS ONLY DISTANCES OF THE THREE SIDES OF THE LEASE AREA BUT NO BEARINGS OF THE LINES. THE SOUTH BOUNDARY IS SHOWN ADJOINING THE NORTH BOUNDARY OF 3RD AVENUE (RAMIE AVE) AND THE WEST BOUNDARY IS SHOWN ADJOINING THE EAST BOUNDARY OF LAKE DRIVE.

LEASE AREA AS SHOWN ON EXHIBIT TITLED "HAMMOND MARINA FREE WILLY LEASE AREA" RECEIVED FROM THE CITY OF WARRENTON AND INCLUDED IN VARIOUS LEASE DOCUMENTS AND ADDENDUMS WHICH HAVE NOT BEEN RECORDED, BUT ARE ON FILE AT THE CLATSOP COUNTY ASSESSOR'S OFFICE. SAID EXHIBIT HAS ONLY DISTANCES OF THE FOUR SIDES OF THE LEASE AREA BUT NO BEARINGS OF THE LINES. THE POSITION SHOWN HEREON HAS BEEN DETERMINED USING THE EXISTING BUILDING AND SCALING FROM AERIAL PHOTOGRAPHY TO DETERMINE THE INTENT OF THE LEASE.

**LEGEND**

- INDICATES MONUMENT FOUND AS NOTED HEREON
- INDICATES SET 5/8" x 30" REBAR WITH YELLOW PLAK
- INDICATES MONUMENT SEARCHED FOR, NOT FOUND
- ⊗ INDICATES MONUMENT NUMBER - SEE MONUMENT NC
- ( ) INDICATES RECORD VALUE PER PLATS OF KI FIRST ADDITION TO KINDRED PARK
- ( ) INDICATES RECORD VALUE PER EXHIBIT TITLU WILLY LEASE AREA, DATED JUNE 15, 2005, OF WARRENTON
- ( ) INDICATES RECORD VALUE PER "EXHIBIT B" OF NATIONAL MARINE FISHERIES SERVICE'S FACILITIES, NO DATE LISTED, RECEIVED FRO
- ( ) INDICATES RECORD VALUE PER EXHIBIT TITLU WILLY LEASE AREA, DATED JUNE 15, 2005, OF WARRENTON

FIRST ADDITION TO KINDRED PARK

3RD AVENUE (RAMIE AVENUE)





DEPARTMENT OF THE ARMY  
PORTLAND DISTRICT, CORPS OF ENGINEERS  
P. O. BOX 2946  
PORTLAND, OREGON 97208-2946

Reply to  
Attention of:

March 2, 1992

Real Estate Division

Gilbert G. Gramson  
City Manager/Auditor  
City of Warrenton  
Post Office Box 250  
Warrenton, Oregon

Dear Mr. Gramson:

Enclosed is your fully executed copy of the Supplemental Agreement No. 3 to the Department of the Army Lease No. DACW57-1-88-33. This document officially transfers all rights and privileges of the lease, including supplements, from the Town of Hammond to the City of Warrenton.

Thank you for your cooperation. Please direct any questions that you may have regarding this lease to Vic Bartkus of my staff at (503) 326-6040.

Sincerely,

A handwritten signature in blue ink, which appears to read "John S. Minger".

John S. Minger  
Chief, Real Estate Division

Enclosure

DEPARTMENT OF THE ARMY

U.S. ARMY ENGINEER DISTRICT, PORTLAND

SUPPLEMENTAL AGREEMENT NO. 3

LEASE NO. DACW57-1-88-33

THIS SUPPLEMENTAL AGREEMENT by and between the UNITED STATES OF AMERICA, hereinafter called the "Government", and the City of Warrenton, a political subdivision of the State of Oregon, hereinafter called the "lessee",

WITNESSETH THAT:

WHEREAS, on the 22nd day of August 1988, the Town of Hammond and Government entered into Lease No. DACW57-1-88-33 covering the use of property at the Columbia River at the Mouth Project area for the term 5 August 1988 and extending through 4 August 2013; and,

WHEREAS, on the 18th day of April 1989 and on the 5th day of October 1989, the same parties hereto entered into Supplemental Agreements Nos. 1 and 2 of said lease; and,

WHEREAS, on the 5th day of December 1991, the Town of Hammond officially merged with the City of Warrenton;

WHEREAS, as the result of said merger, the City of Warrenton is now responsible for all of the debts, liabilities, assets, and legal obligations previously the responsibility of the Town of Hammond;

NOW, THEREFORE, in consideration of the premises, said lease is amended in the following particular, but no others, in order to substitute the City of Warrenton as the new lessee and thereby assume all the previous obligations and rights of the Town of Hammond under said lease:

1. The granting clause is amended to read "... hereby grants to the City of Warrenton ...".

2. All remaining terms and conditions of said lease remain unchanged.

IN WITNESS WHEREOF the parties hereto subscribed their names as of the day and year first above written.


CITY OF WARRENTON

UNITED STATES OF AMERICA

The above instrument, including all its conditions, is hereby accepted.

IN WITNESS WHEREOF, I have hereunto set my hand by the authority/direction of the Secretary of the Army.

By   
Leslie W. Newton, Mayor

By   
John S. Minger  
Chief, Real Estate Division  
U.S. Army Engineer District  
Portland, Oregon

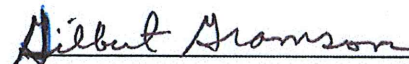
2-26-92  
Date

2 March 1992  
Date

I, Gilbert Gramson, certify that I am the City Manager/Auditor of the City of Warrenton named as the lessee herein; that Leslie W. Newton, who signed this Supplemental Agreement No. 3 on behalf of the City of Warrenton, was then the Mayor of said city; that said Supplemental Agreement No. 3 was duly signed for and on behalf of said city by authority of its governing body, and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of the City of Warrenton, this 26<sup>th</sup> day of February, 1992.

(Corporate Seal)



DEPARTMENT OF THE ARMY

LEASE

DACW57-1-88-33

FOR PUBLIC PARK AND RECREATIONAL PURPOSES

COLUMBIA RIVER AT THE MOUTH (FORT STEVENS)

PROJECT AREA

THE SECRETARY OF THE ARMY under authority of Section 4 of the Act of Congress approved 22 December 1944, as amended (16 U.S.C. 460d), hereby grants to Town of Hammond, a political subdivision of the State of Oregon, a lease for a period of 25 years, years commencing on 5 August, 1988, and ending on 4 August, 2013, to use and occupy approximately 59.7 acres of land and water areas under the primary jurisdiction of the Department of the Army in the Fort Stevens Project Area, hereinafter referred to as the premises as shown on attached Exhibit "A", numbered \_\_\_\_\_, dated July 7, 1988, for public park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. The lessee shall conform to such regulations as the Secretary of the Army may issue to govern the public use of the project area, and shall comply with the provisions of the above cited Act of Congress. The lessee shall protect the premises from fire, vandalism, and soil erosion, and may make and enforce such regulations as are necessary, and within its legal authority, in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with provisions of the above cited Act of Congress.
2. The lessee shall administer and maintain the premises in accordance with the U.S. Army Engineers' Master Plan and the implementing General Development Plan for the premises and with an Annual Management Program to be mutually agreed upon between the lessee and the U.S. Army District Engineer in charge of the administration of the project, which may be amended from time to time as may be necessary. Such Annual Management Program shall include, but is not limited to, the following:
  - a. Plans for management activities to be undertaken by the lessee or jointly by the U.S. Army Engineers and the lessee, including improvements and other facilities to be constructed thereon.
  - b. Budget of the lessee for carrying out the management activities.
  - c. Personnel to be used in the management of the area.
3. The lessee shall provide the facilities and services necessary to meet the public demand either directly or through concession agreements with third parties. All such agreements shall state that they are granted subject to the provisions of this lease and that the concession agreement will not be effective until approved by the District Engineer.
4. Admission, entrance or user fees may be charged by the lessee for the entrance to or use of the premises or any facilities constructed thereon, PROVIDED, prior written approval of the District Engineer is obtained.



12. This lease may be relinquished by the lessee at any time by giving to the Secretary of the Army, through the District Engineer, at least 1 year's notice in writing.

13. This lease may be revoked by the Secretary of the Army in the event the lessee violates any of the terms and conditions of this lease and continues and persists therein for a period of 30 days after notice thereof in writing by the District Engineer.

14. On or before the date of expiration of this lease or its relinquishment by the lessee, the lessee shall vacate the premises, remove its property therefrom, and restore the premises to a condition satisfactory to the District Engineer. If, however, this lease is revoked, the lessee shall vacate the premises, remove its property therefrom, and restore the premises as aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove its property and so restore the premises, then its property shall become the property of the United States without compensation therefor, and no claim for damages against the United States or its officers or agents shall be created by or made on account thereof.

15. The lessee shall not discriminate against any person or persons or exclude from participation in the lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, national origin or place of residency. The lessee, by acceptance of this lease, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. Section 2000d; the Age Discrimination Act of 1975 (42 U.S.C. Section 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 300) issued as Department of Defense Directive 5500.11, December 28, 1964. This assurance shall be binding on the lessee, its agents, successors, transferees, sublessees and assignees.

16. All notices to be given pursuant to this lease shall be addressed, if to the lessee, to the Town of Hammond, P.O. Box 161, Hammond, Oregon 97121; if to the Government, to the U. S. Army Corps of Engineers, Post Office Box 2946, Portland, Oregon 97208-2946; or as may from time to time be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope or wrapper, addressed as aforesaid and deposited postage prepaid in a post office or branch post office regularly maintained by the United States Government.

17. This lease is subject to all existing easements and easements subsequently granted for roadways and utilities located or to be located on the premises, provided that the proposed grant of any easement will be coordinated with the lessee and easements will not

be granted which will in the opinion of the District Engineer interfere with developments, present or proposed by the lessee.

18. That the grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, vestiges, remains or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify the District Engineer, Portland District, and the site and the material shall be protected by the grantee from further disturbance until a professional examination of them can be made or until clearance to proceed is authorized by the District Engineer.

19. Within the limits of their respective legal powers, the parties to the lease shall protect the project against pollution of its water. The lessee shall comply promptly with any regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency and/or a state water pollution control agency having jurisdiction to abate or prevent water pollution. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency or state agency are hereby made a condition of this lease.

20. All necessary precautions should be taken to maintain the integrity of the adjacent National Register Historic Site, Fort Stevens Historic Site.

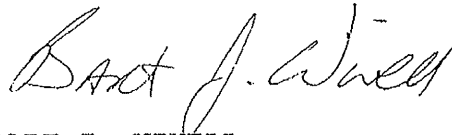
21. The lessee shall not conduct, or allow to be conducted, gambling on lease premises. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by non-profit organizations under special use permits issued in conjunction with special events held on Corps lands, if permissible by state and local law. Any request to conduct a game of chance must be submitted in writing to the District Commander.

22. In addition to the rights of revocation previously stated, the District Commander or his representative upon discovery will notify the lessee of any health or hazardous conditions within the area covered by the lease which present an immediate threat to health and/or danger to life or property. If the condition is not corrected within the time specified by the District Commander, the District Commander will have the option to (1) correct the health or hazardous conditions and collect the costs of repairs from the lessee, or (2) suspend the lessee's use of the premises or the lessee's operation where the health or hazardous condition exists until such condition is corrected. The lessee shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.



Before the execution of this lease, conditions were revised and added in the following manner: The Granting Clause and Conditions No. 5, 6, and 11 were revised and Conditions No. 18 through 22 were added.

IN WITNESS WHEREOF I have hereunto set my hand this 22nd day of August, 1988.



BART J. WIVELL  
Chief, Real Estate Division  
U. S. Army Engineer District,  
Portland

The above instrument, together with the provisions and conditions thereof, is hereby accepted this 16th day of August, 1988.

By:   
Mayor, Town of Hammond

*"Making a difference through excellence of service"*



**CITY OF WARRENTON  
PUBLIC WORKS**

**Agenda Item** 7-D

**Agenda Item Memorandum**

**TO:** The Honorable Mayor and Members of the Warrenton City Commission  
Linda Engbretson, City Manager

**From:** Collin Stelzig, Interim Public Works Director

**Date:** October 5, 2017

**Subj:** New Capital Improvement Project – Intersection of SW 9th St and S Main Ave

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**Summary:**

Public Works has been working with the Fire Chief on ideas to improve the intersection of SW 9th St and S Main Ave. This intersection does not currently accommodate all types of vehicles and should possibly be avoided by larger vehicles. Of course, many buses must use this intersection to reach Warrenton Elementary School.

Over the past year we have looked at a couple different design options that would allow vehicles to safely maneuver this intersection. Public Works believes we have developed a schematic design that is economical and requires the least amount of additional right-of-way.

The current estimate to complete these improvements is \$160,000. Funds from the SE 2nd Street project could be used to complete this project. This money could be used for the improvements to the Intersection of SW 9th St and S Main Ave. The SE 2nd Street was overlaid and not rebuilt as originally planned.

**Recommendation**

Staff recommends the following motions;

“I move to approve staff to contract for design services and construction of the improvements to the Intersection of SW 9th St and S Main Ave for a total cost of \$160,000.”

**Alternative**

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

**Fiscal Impact**

The SE 2nd Street project is complete and approximately \$175,000 underbudget. Therefore, this project can be completed within this fiscal year's budgeted Street Fund.

*Luc*