

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

September 25, 2018 – 6:00 P.M.

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

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

- A. Commission Regular Meeting Minutes – 9.11.17
- B. Fire Department Activity Report – August 2018
- C. Police Department Monthly Statistics – August 2018
- D. Community Library Advisory Board Minutes – 3.08.18

4. COMMISSIONER REPORTS

5. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card, and submit to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. PUBLIC HEARINGS – None

7. BUSINESS ITEMS

- A. Speaker – Sheriff Tom Bergin; Jail Bond
- B. Consideration of Enterprise Zone Boundary Amendment
- C. Consideration of Library Lease Renewal - Warrenton-Hammond School District

D. Consideration of Appointment of Alternate to CEDR Board – Kevin Cronin

E. Consideration of WBA appointment – Paul Mitchell

8. DISCUSSION ITEMS

A. Transient Room Tax Distribution

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

3-A

MINUTES
Warrenton City Commission
Regular Meeting – September 11, 2018
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

In the absence of Mayor Balensifer and Mayor Pro-tem Newton, Senior Commissioner Tom Dyer presided over the meeting. Commissioner Dyer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance. He requested a moment of silence in remembrance of 9/11.

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

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Police Chief Mathew Workman, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. Commission Work Session Minutes – 8.14.18
- B. Commission Work Session Minutes – 8.28.18
- C. Commissioner Regular Meeting Minutes – 8.28.17
- D. Monthly Finance Report – June 2018
- E. Monthly Finance Report – July 2018
- F. Proclamation – Hispanic Heritage Month
- G. Proclamation – Constitution Week

City Recorder Dawne Shaw noted a spelling correction to the 8.14.18 work session minutes.

Commissioner Ackley made the motion to approve the consent calendar with corrections. Motion was seconded and passed unanimously.

Baldwin – aye; Ackley – aye; Dyer – aye

COMMISSIONER REPORTS

Commissioner Ackley spoke briefly in regards to 9/11 and the large hurricane heading towards to east coast. She noted all local commercials on television were talking about being prepared.

City Manager Linda Engbretson stated the city participated in the Warrenton Community Fair at the Warrenton High School’s home football game last Friday, and noted it was a nice event.

Commissioner Dyer also noted the news regarding 9/11, and the impact it has had on survivors. Commissioner Ackley noted the video on the Fire Department’s Facebook page of the National

Anthem at the high school football game, with a Coast Guard flyover. Commissioner Baldwin noted it is nice to see the anthem come back to the games.

PUBLIC COMMENT – Mr. John Washington spoke in regards to the fracture in Chinook road and asked if there was anything on the schedule to fix the road before winter hits. Ms. Engbretson stated she will check with Public Works. Mr. Washington noted if it is taken care of in the dry season, it will be much easier. Commissioner Baldwin noted he is concerned and requested to put a deadline on the repairs since Mr. Washington was given our word it would be taken care of.

Per Commissioner Ackley's request, City Manager Engbretson noted the Proclamations included in the consent – Hispanic Heritage Month and Constitution Week.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Commissioner Dyer introduced Sylvia Stephens of the Warrenton-Hammond CERT team (Community Emergency Response Team). Ms. Stephens introduced the team members and thanked the city for recognizing them. She noted there is another training event, 9/17 – 9/19; and reminded everyone of the disaster preparedness event on Sept. 29. Ms. Engbretson noted Vince Aarts from Clatsop County Emergency Management is also in attendance. Mr. Aarts congratulated the city for recognizing the Warrenton-Hammond CERT team. He noted they have been remarkable in the work they are doing, and stated Clatsop Emergency Management is impressed and wants to help them. Commissioner Dyer read Resolution No. 2527, recognizing Warrenton-Hammond CERT.

Commissioner Ackley made the motion to approve Resolution No. 2527; Recognizing Warrenton-Hammond CERT, a Community Emergency Response Team. Motion was seconded and passed unanimously.

Baldwin – aye; Ackley – aye; Dyer – aye

City Manager Linda Engbretson presented Resolution No. 2519 and the proposed Land Use Application fee schedule. She noted the first reading was held at the August 28 City Commission meeting.

Commissioner Ackley made the motion to approve the second reading of Resolution No. 2519, by title only. Motion was seconded and passed unanimously.

Baldwin – aye; Ackley – aye; Dyer – aye

Commissioner Ackley made the motion to adopt Resolution No. 2419. Motion was seconded and passed unanimously.

Baldwin – aye; Ackley – aye; Dyer – aye

MINUTES

Warrenton City Commission

Regular Meeting – 9.11.18

Page: 2

City Manager Linda Engbretson discussed a contract with Elaine Howard Consulting, LLC, which will take the City through the minor and substantial amendment process for the Urban Renewal District. She noted as presented at the June 26 Work Session, the opportunity exists to increase our URA debt limit in order to utilize as much as an additional \$5.3 million dollars during the current timeframe remaining for projects within the district. The minor amendment includes language clean up and updates the current project list to reflect proposed projects this fiscal year.

Commissioner Baldwin made motion to authorize the Mayor's signature on the professional services contract with Elaine Howard Consulting LLC., for an amount not-to-exceed \$30,000. Motion was seconded and passed unanimously.

Baldwin – aye; Ackley – aye; Dyer – aye

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Ackley stated the Warrenton Hammond Healthy Kids backpack program received a \$30,000 check from US Bank; she also noted a new swing set at the grade school for disabled kids. Commissioner Dyer noted Warrenton KIA donated \$100 for every touchdown at last week's high school football game, and that money was given to Warrenton-Hammond Healthy Kids. He also stated a guitar signed by Steve Azar was auctioned off at the concert, and noted Commissioner Newton matched up to \$500; all proceeds went to Warrenton-Hammond Healthy Kids.

There being no further business, Commissioner Dyer adjourned the regular meeting at 6:21 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

3-B



Warrenton Fire Department

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

STAFF REPORT

Date: September 25, 2018
To: The Members of the Warrenton City Commission
 Linda Engbretson, City Manager
From: Tim Demers, Fire Chief
Re: Fire Department Activity Report for August, 2018

August, 2018 Emergency Response Activity -

The Warrenton Fire Department responded to 129 emergency calls during the month of August, 2018. The department responded to 93 EMS (emergency medical service) calls, 20 motor vehicle crashes, and 12 service calls. There were 4 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 4 volunteers responded per call throughout the month. During the month of August, 71.3%, or 92 of the calls were during daytime hours between 6:00 a.m. and 6:00 p.m. The other 37 calls, or 28.7%, were during the night, between the hours of 6:00 p.m. and 6:00 a.m.

August, 2018 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 1 additional training session during the month of August.

1st EMS – Trauma assessment, charting

Instructor: Chris Peck

8th Vehicle extrication evolutions, Astoria Auto Wrecking

Instructor: Capt. Shepherd, Capt. Nyberg, Lt. Barber

Boat fire operations, Warrenton Marina

Instructor: Capt. Penno, Lt. Alsbury

15th Vehicle extrication evolutions, Astoria Auto Wrecking

Instructor: Capt. Nyberg, Capt. Penno, Lt. Alsbury

Boat fire operations, Warrenton Marina

Instructor: Capt. Shepherd, Lt. Barber

22nd Fall Firefighter skill competition

Instructor: Capt. Shepherd

29th Ladder #2741 training with the Astoria Fire Department

Instructors: Capt. Nyberg, Capt. Penno, FF/Eng. Watson

Engine company hydrant maintenance

Instructor: Capt. Shepherd, Lt. Barber

3-C



WARRENTON POLICE DEPARTMENT
AUGUST 2018 STATISTICS
 SEPTEMBER 25, 2018



August Statistics (% changes are compared to 2017)

Category	2018	2017	% Chg	2016	% Chg	2015	% Chg
Calls for Service	1015	770	32%	690	47%	828	23%
Incident Reports	267	165	62%	146	83%	180	48%
Arrests/Citations	176	118	49%	63	179%	94	87%
Traffic Events	319	254	26%	158	102%	267	19%
DUII Calls	3	4	-25%	1	200%	2	400%
Traffic Accidents	28	16	75%	23	22%	31	-10%
Property Crimes	120	77	56%	78	54%	74	62%
Disturbances	103	79	30%	76	36%	125	-18%
Drug/Narcotics Calls	9	6	50%	5	80%	1	600%
Animal Complaints	29	43	-33%	40	-28%	33	-12%
Officer O.T.	160.25	143	12%	137	17%	105.5	52%
Reserve Hours	37.5	16	134%	35	7%	66.25	-43%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	553	517	772	776	921	870	1091	1015	
Incident Reports	177	138	160	185	235	238	212	267	
Arrests/Citations	91	49	84	89	137	174	183	176	
Traffic Events	152	161	267	247	316	266	362	319	
DUII Calls	4	1	4	4	9	2	8	3	
Traffic Accidents	13	17	18	27	22	22	28	28	
Property Crimes	86	58	59	94	93	109	103	120	
Disturbances	50	58	75	73	88	74	75	103	
Drug/Narcotics Calls	7	5	7	10	10	6	10	9	
Animal Complaints	17	17	25	20	37	32	30	29	
Officer O.T.	173	222.75	64.4	88.15	119	146	149.98	160.25	
Reserve Hours	18.5	24	13	37	21	7	43.5	37.5	

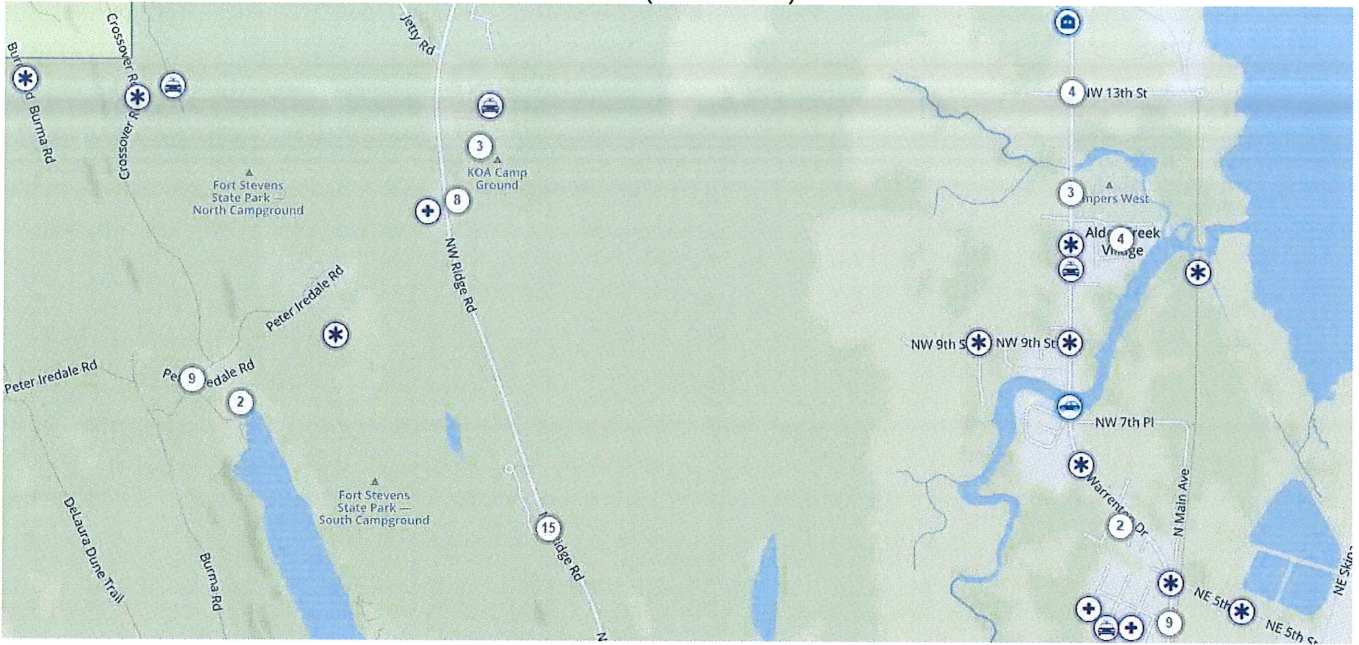
Oct	Nov	Dec	2018 YTD	2018 Estimate	2017	2018 v 2017	2016	2018 v. 2016	2015	2018 v. 2015
			6515	9773	7982	22%	8239	19%	8317	18%
			1612	2418	1739	39%	1749	38%	1515	60%
			983	1475	961	53%	925	59%	994	48%
			2090	3135	2407	30%	2353	33%	2220	41%
			35	53	37	42%	15	250%	14	275%
			175	263	219	20%	291	-10%	408	-36%
			722	1083	850	27%	805	35%	1374	-21%
			596	894	855	5%	781	14%	1359	-34%
			64	96	73	32%	42	129%	80	20%
			207	311	294	6%	311	0%	318	-2%
			1123.53	1685	1789	-6%	1249	35%	997.5	69%
			201.5	302	577	-48%	901.75	-66%	804.75	-62%

The following is a graphic representation of statistics for August 2018 using our CrimeReports.com membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
 Assault
 Assault with Deadly Weapon
 Homicide
 Kidnapping
 Robbery
 Other Sexual Offense
 Sexual Assault
 Sexual Offense
- Property**
 Breaking & Entering
 Property Crime
 Property Crime Commercial
 Property Crime Residential
 Theft
 Theft from Vehicle
 Theft of Vehicle
- Quality Of Life**
 Disorder
 Quality of Life
 Drugs
 Liquor
- 911 & Other**
 Alarm
 Arson
 Death
 Family Offense
 Missing Person
 Other
 Pedestrian Stop
 Vehicle Recovery
- Vehicle Stop
 Weapons Offense
 Community Policing
 Proactive Policing
 Emergency
 Fire
 Traffic



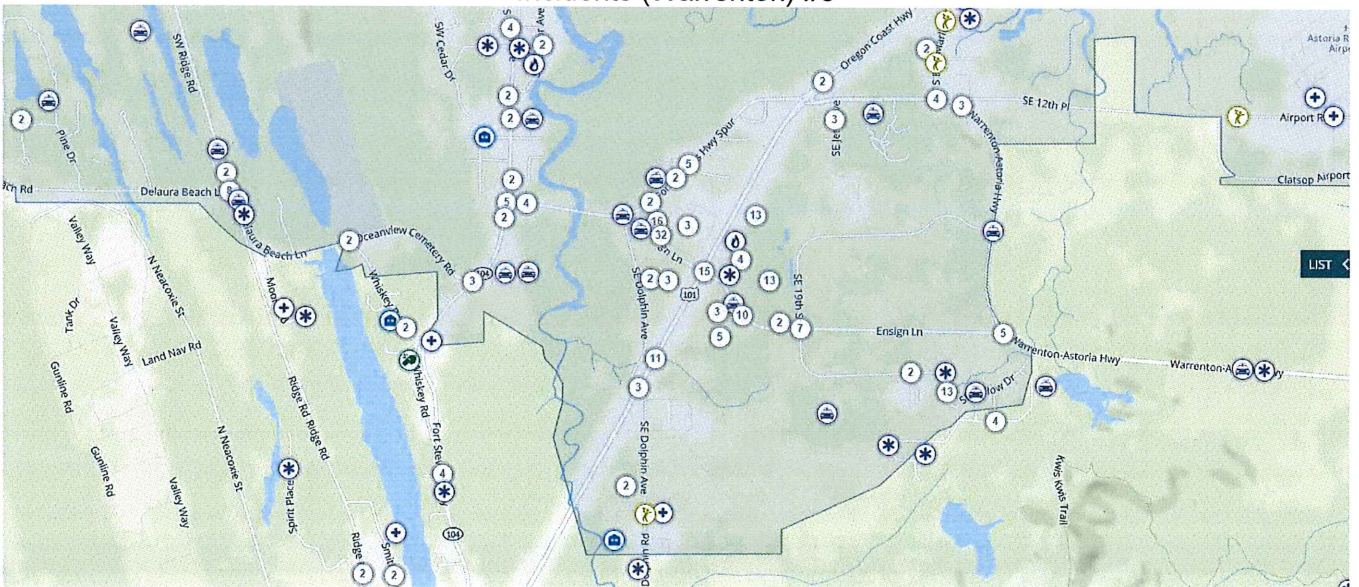
Incidents (Warrenton) #1



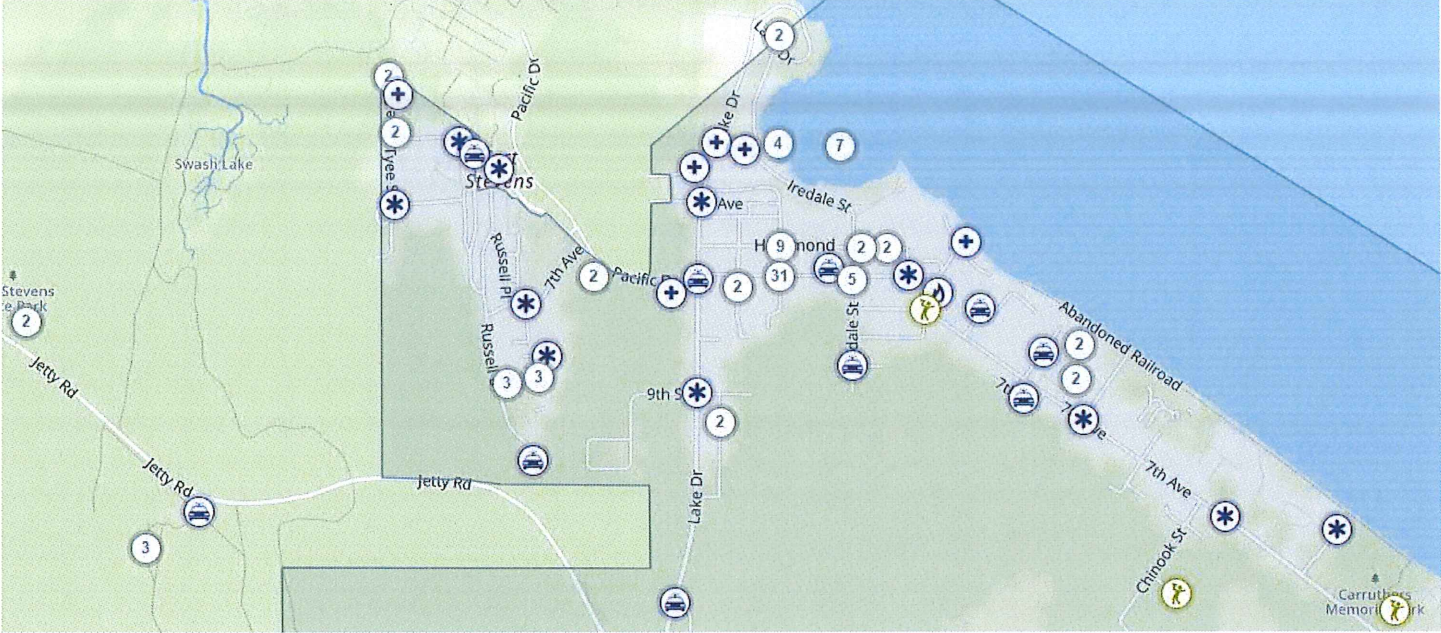
Incidents (Warrenton) #2



Incidents (Warrenton) #3



Incidents (Hammond)



WARRENTON COMMUNITY LIBRARY ADVISORY BOARD- 03.08.2018 MEETING MINUTES

The Warrenton Community Library Board met on March 8, 2018, in the Warrenton City Hall Commission chambers. The meeting was called to order at 8:03 a.m. by Chairwoman Kelsey Balensifer.

Also in attendance were board members Rochelle Coulombe, Rebecca Herren, Baret Becker, Dawn DeLacey and Eileen Purcell. Natalie Duggan was unable to attend. Site Manager Nettie-Lee Calog was also at the meeting. There was one guest attending: Frank Becker.

Baret moved to approve the amended minutes from the WCL Advisory Board's regular meeting on December 8, 2017. Dawn seconded and all approved.

Nettie delivered the site manager report. The staff is finding it difficult to record all computer usage and volunteer hours. Nettie suspects that the hours are higher than recorded. She is looking for a volunteer to systematize these records. A suggestion to put the sign-in sheet right at the computer terminal was offered. Some people bring in their own laptops making these usage hours difficult to track.

Saturday Story Times continue to be very busy (averaging 10-15 children). Community members- the mayor and the police chief- have been participating.

A competition to design a book mark is underway- children will submit their artwork and the city commission will choose a winner. The DAR is involved with a Christmas tree ornament project which will be tied to the summer reading program. Submissions will decorate the Oregon tree which will travel to D.C. in December along the Oregon Trail- reverse route.

Revenues from the recently passed bond measure will not be available until people start paying their property taxes. The fiscal year runs from July 1 through June 30. Hours can't be extended until probably until November. Opening earlier in the day is also a possibility then, too. Nettie will up her hours to 30 (from the current 25) per week in November. Carol is currently at 11.5 per week- because of PERS rules, she will not increase her hours to 20 until January 2019. Nettie feels automation of the catalogue and check out system will make everyone's time more efficient. The new system will alert patrons/staff when materials become overdue. There is a two-day training coming up on digitizing collections.

Nettie plans on retiring 12/4/2020.

Nettie talked about the LSA grant that she and Esther Moberg are working on from the OR State Library for \$39, 912.69. These funds, if awarded, will hire staff to barcode/catalogue and digitize the collection. The Warrenton and Seaside websites will be linked and Library2Go program will receive funding.

Does the OR Passport Program allow for interstate checkouts? Nettie said she would look into it. Rochelle will check out of the library can access the NWRESD courier service.

- \$17,725 (automation)
- \$8000 (staff to barcode and catalogue)
- \$2000 (website)
- \$3800 (Library2Go)

The City Commission must approve the grant because these costs must be provided upfront and the grant will reimburse. There is a 5:00-5:30 work session on 03/13/2018 to discuss this grant. The grant must be submitted by April 1, 2018.

New Business: we re-elected officers for the coming year. Baret nominated Eileen to continue as Secretary. Dawn seconded; all approved. Baret nominated Kelsey to continue as President; Dawn seconded and all approved.

Goal setting for the coming year:

- Securing the LSA grant is the number one priority. If we don't get it we will need to find another source.
- Nettie has a student volunteer to develop the website, but she hasn't heard much recently.
- Friends of the Library: Frank reported out that he will be checking with the auditor to file the forms. Frank has access to the Seaside Friends bylaws and will send them out. There is a membership packet under construction as is the Facebook page. The Friends need a bank account and funds to file the 501c3 application. The city must agree to turn over all donated books to the Friends.

There was no public comment.

For the good of the order: Kelsey provided a card which we all signed to send to Sandy Stonebreaker for attending out last meeting and reporting on how Timberland Friends of the Library functions.

Our next meeting is Friday, June 8, 2018 at 5:30-6:30.

The meeting was adjourned at 8:59 a.m.

Meeting Minutes were taken and recorded by Eileen Purcell, Board Secretary.

7-B

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LMC*
DATE: September 18, 2018
SUBJ: Modification to Existing Clatsop Enterprise Zone

SUMMARY

The attached resolution amends the existing Clatsop Enterprise Zone; the City of Astoria is joining Clatsop County, the Port of Astoria, and the City of Warrenton, and it modifies the boundary of the zone by an overall increase of 2.2 miles. On May 8, 2018, Kevin Leahy, CEDR Executive Director, and Mr. Bob Dorn of Hyak Maritime, presented information on Hyak's purchase of the Tongue Point property and its plans for expanded vessel repair and fabrication at the site. The expansion of the zone includes this site, as well as other areas within the city limits of Astoria, as shown on the attached map. Clatsop County remains the zone manager.

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt Resolution No. 2528; Authorizing Modification and Amendment of the Existing Clatsop Enterprise Zone."

ALTERNATIVE

None recommended.

FISCAL IMPACT

This amendment does not impact the City's budget.

RESOLUTION NO. 2528

Introduced by All Commissioners

AUTHORIZING MODIFICATION AND AMENDMENT OF EXISTING CLATSOP ENTERPRISE ZONE AND RESOLUTION NO. 2434

WHEREAS, the existing Clatsop Enterprise Zone has determined to modify and amend its boundary to include the City of Astoria as a co-sponsor;

WHEREAS, the municipal corporations, school districts and special service districts that receive operating revenue through the levying of ad valorem taxes on real and personal property in any area of this enterprise zone, as amended, were sent notice of this boundary change;

WHEREAS, this enterprise zone, as amended, has a total area of 7.0 square miles, an overall increase of 2.2 miles, it meets other statutory limitations on size and configuration, and it is depicted on drawn-to-scale maps (Exhibit A) and includes areas located in and immediately surrounding the City of Astoria;

WHEREAS, modification of this enterprise zone does not grant or imply permission to develop land within the Clatsop Enterprise Zone without complying with prevailing zoning, regulatory and permitting processes and restrictions for applicable jurisdictions; nor does it indicate any intent to modify those processes or restrictions, except as otherwise in accordance with Comprehensive Plans;

WHEREAS, Clatsop County, the City of Warrenton, the City of Astoria, and the Port of Astoria are interested in an enterprise zone to encourage new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity;

WHEREAS, Clatsop County, the City of Astoria, Port of Astoria and the City of Warrenton appreciates the impacts that the designated enterprise zone would have and the property tax exemptions that eligible business firms might receive therein;

NOW, THEREFORE BE IT RESOLVED, that the City of Astoria does hereby join the Clatsop Enterprise Zone as a co-sponsor;

BE IT FURTHER RESOLVED, under ORS 285C.115, Clatsop County, Port of Astoria and the City of Warrenton does hereby modify and amend the boundary of the Enterprise Zone, jointly with the City of Astoria, as described in the exhibits;

BE IT FURTHER RESOLVED, that Clatsop County Zone Manager is authorized to submit documentation for this Enterprise Zone boundary modification and amendment to the Oregon Business Development Department (OBDD) on behalf of the zone sponsors for purposes of a positive determination in favor under ORS 285C.117;

BE IT FURTHER RESOLVED, the City of Warrenton shall continue to fulfill its duties and implement provisions (jointly with other co-sponsors) under ORS 285C.105 or elsewhere in ORS Chapter 285C and related parts of Oregon Law;

BE IT FURTHER RESOLVED, this Enterprise Zone boundary modification and amendment takes effect on the date which all co-sponsors have adopted expansion resolutions, (or later, as so stipulated by OBDD in its determination pursuant to any revision and resubmission of documentation); within the Clatsop Enterprise Zone under ORS 285C.120(2) for purposes of this boundary modification and amendment.

Adopted by the City Commission of the City of Warrenton this 25th day of September 2018.

APPROVED

Henry Balensifer III, Mayor

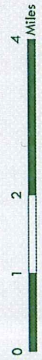
ATTEST

Dawne Shaw, City Recorder

CLATSOP ENTERPRISE ZONE

Current Boundary and Astoria Additions

- Clatsop Enterprise Zone (2018)
- Enterprise Zone Addition
- Highway
- Arterial
- Collector
- Local
- Airport
- Railroad
- City Limits (2016)
- Park/Open Space/Natural Area
- Waterbodies



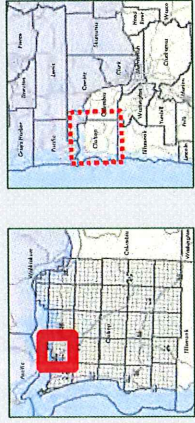
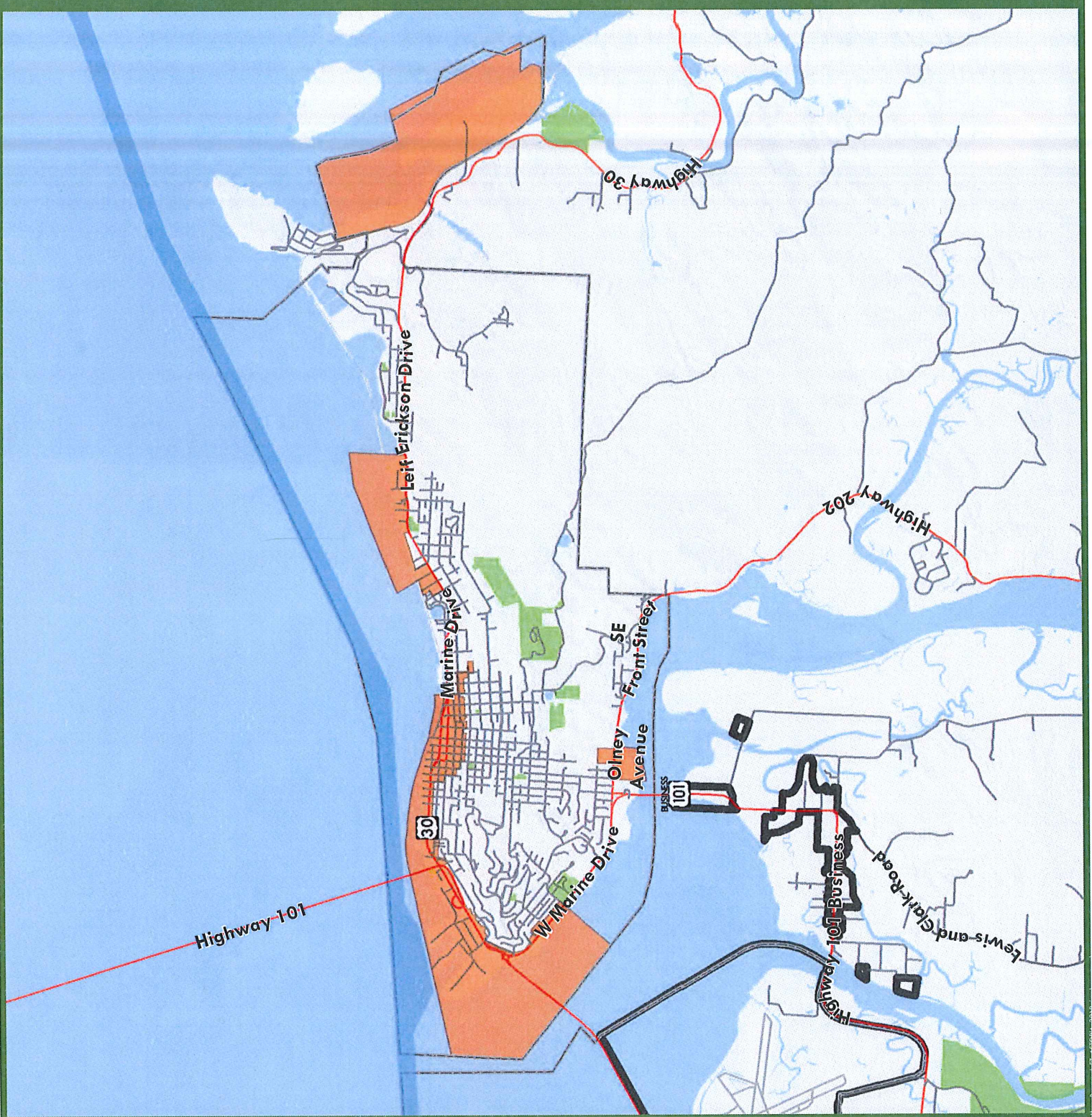
DISCLAIMER: This data was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

MAP AUTHOR: Aljovito Borde (GIS Specialist / Project Planner)
 DATE SAVED: Wednesday, August 01, 2018

CLATSOP ENTERPRISE ZONE

Current Boundary and Astoria Additions

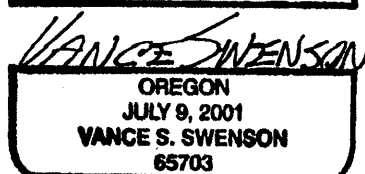
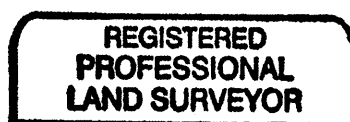
- Clatsop Enterprise Zone (2018)
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 MAP SURVEY: Nicholas Busch, GIS Specialist / Project Planner
 DATE SAVED: Wednesday, August 08, 2018

Astoria Central Waterfront

Beginning at the center line intersection of 29th Street and Marine Drive; thence Northwesterly along the center line of 29th Street to its intersection with the center line of Log Bronc Way; thence Northeasterly along the center line of Log Bronc Way to a point that is Southeasterly, when measured at right angles to said center line, from the most southwest corner of Lot 21, in the town plat of *Columbia Landing*, Book 15, Page 196, Clatsop County Town Plat Records; thence Northwesterly in a straight line to the most southwest corner of Lot 21; thence Easterly and Northwesterly along the southwesterly line of Lot 21 to its northwest corner on the south line of the former Spokane, Portland and Seattle Railroad right-of-way; thence Northeasterly along the south line of said railroad right-of-way to its intersection with the center line of 31st Street; thence Northwesterly along the center line of 31st Street and its Northwesterly extension to its intersection with the pierhead line on the south side of the Columbia River as depicted in the War Department Drawing CL-12-23, *Harbor Lines Astoria Oregon & Vicinity* approved March 12, 1928, Clatsop County Survey Records; thence continuing Northwesterly along the Northwesterly extension of the center line of 31st Street to its intersection with a line that is parallel with and 300 feet Northwesterly from, when measured at right angles to said pierhead line; thence Northeasterly along said line to its intersection with the Northerly extension of the center line of 42nd Street; thence Southerly along said Northerly extension and continuing Southerly along the center line of 42nd Street to its intersection with the center line of Leif Erikson Drive; thence Westerly along the center line of Leif Erikson Drive to its intersection with the center line of 35th Street; thence Northerly along the center line of 35th Street to its intersection with the south line of the former Spokane, Portland and Seattle Railroad right-of-way; thence Southwesterly along the south line of said railroad right-of-way to its intersection with the center line of 32nd Street; thence Southeasterly along the center line of 32nd Street to its intersection with the center line of Marine Drive; thence Southwesterly along the center line of Marine Drive to the Point of Beginning.

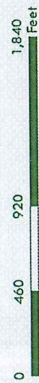


RENEWS 7-1-2020

CLATSOP ENTERPRISE ZONE

Astoria Central Waterfront

- Enterprise Zone Addition
- Highway
- Collector
- Local
- Railroad
- City Limits (2016)
- Park/Open Space/Natural Area
- Waterbodies

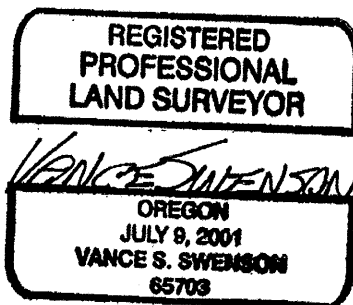


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MAP AUTHOR: Abigail Ivette GIS Specialist / Project Planner
DATE SAVED: Wednesday, August 09, 2018

Astoria Old Youngs Bay Bridge

Beginning at the center line intersection of 7th Street and Olney Avenue; thence Southerly along the center line of 7th Street (this portion of 7th Street now vacated) and its Southerly projection to the pierhead line on the north side of Youngs Bay as depicted in the War Department Drawing CL-12-23, *Harbor Lines Astoria Oregon & Vicinity* approved March 12, 1928, Clatsop County Survey Records; thence Easterly along the pierhead line to its intersection with a line that is parallel with the center line of 7th Street projected Southerly from the northeast corner of the property described in Book 738, Page 198, Clatsop County Deed Records, said northeast corner also being 80 feet South and 60 feet East of the Southwest corner of Block 30 in the town plat of *Olney's Addition to Astoria*, Book 0, Page 17, Clatsop County Town Plat Records; thence Northerly along said line to said northeast corner; thence East to the Southerly projection of the east line of Block 29, *Olney's Addition to Astoria*; thence Northerly along said projected east line and the east line of Block 29 to its northeast corner; thence Westerly along the north line of Block 29 to its northwest corner; thence Southerly along the west line of Block 29 and its Southerly projection to the center line of Olney Avenue; thence Westerly along the center line of Olney Avenue to the point of beginning.



RENEWS 7-1-2020



CLATSOP ENTERPRISE ZONE

Astoria Old Youngs Bay Bridge

- Enterprise Zone Addition
- Highway
- Collector
- Local
- City Limits (2016)
- Park/Open Space/Natural Area
- Waterbodies

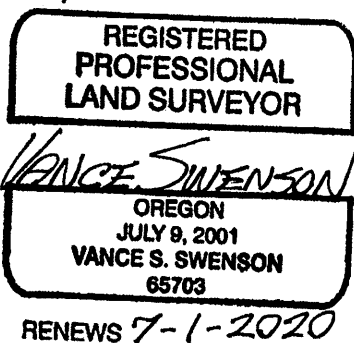


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MAP AUTHOR: Alejandra Benítez (GIS Specialist / Project Planner)
DATE SAVED: Wednesday, August 08, 2018

Astoria Tongue Point East

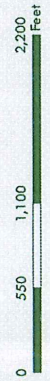
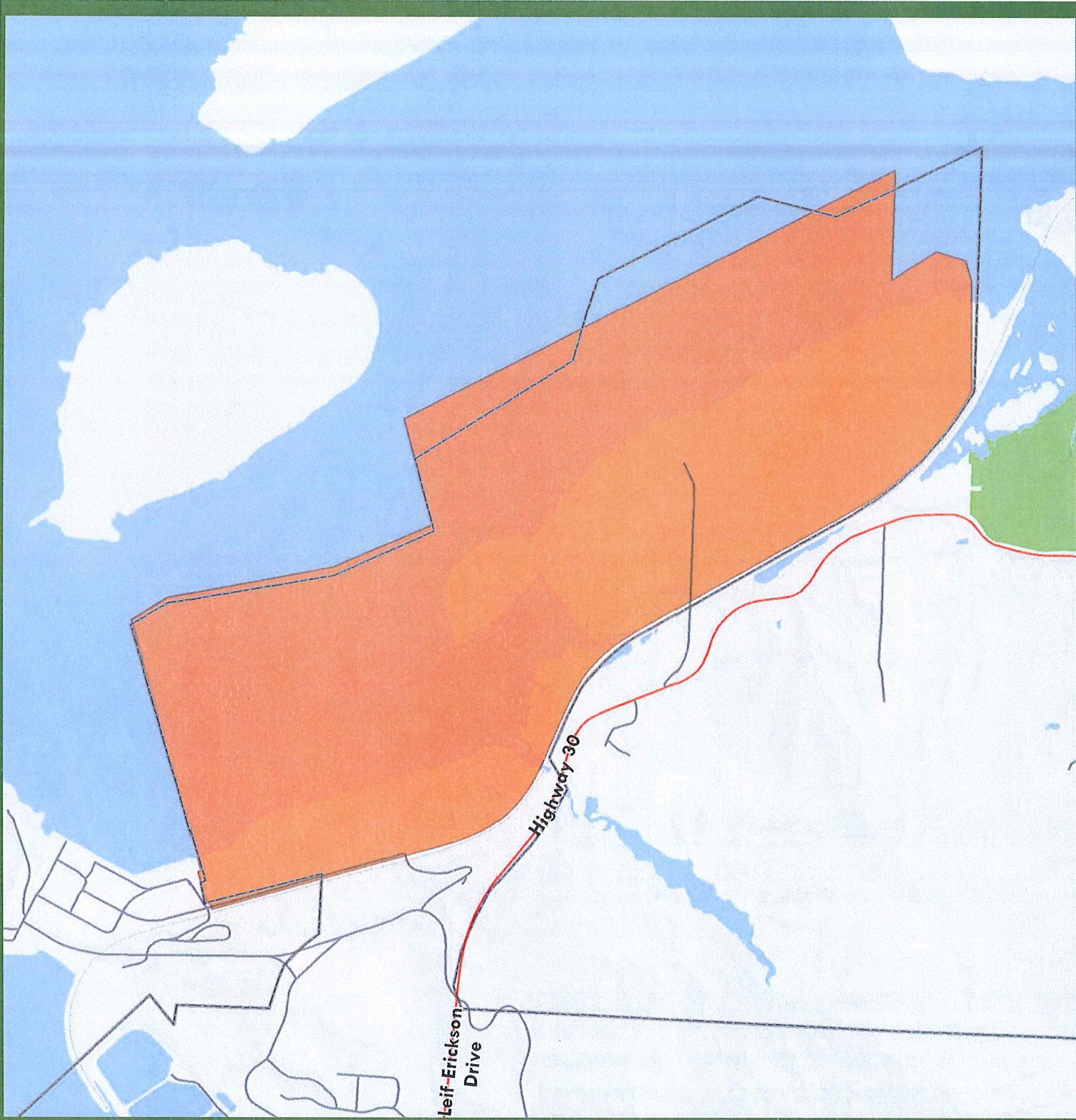
Beginning at the intersection of the center line of Liberty Lane and the easterly line of the Burlington Northern Railroad right of way; thence Northwesterly along the east line of the Burlington Northern Railroad right of way to the initial point of Partition Plat 2000-030, Clatsop County Partition Plat Records, also being its most westerly northwest corner; thence Northeasterly along the northerly line of said partition plat to its most easterly northeast corner; thence continuing on the Northeasterly extension of the northerly line of said partition plat to the northwest corner of the parcel described as Parcel No. 2 in Book 538, Page 737 Clatsop County Deed Records, and depicted as Parcel 2 on CS# 6663, Clatsop County Survey Records; thence Northeasterly along the north line of said Parcel No. 2 to its northeast corner; thence Southeasterly along the easterly line of said Parcel No. 2 to its southeast corner; thence Northeasterly 1000 feet along the Northeasterly extension of the south line of said Parcel No. 2 to a point; thence Southeasterly in a straight line to a point on the south line of Section 12, Township 8 North, Range 9 West, Willamette Meridian, that is 1000 feet Easterly from the intersection of the south line of Section 12 and the easterly line of the parcel described as Parcel No. 1 in Book 857, Page 321, Clatsop County Deed Records; thence Westerly along the south line of Section 12 1000 feet to the easterly line of said property; thence Southerly along the easterly line of said property to its most southerly southeast corner; thence Westerly along the southerly line of the parcel described as Parcel No. 2 in Book 857, Page 321, Clatsop County Deed Records to its southwest corner, being on a line that is parallel with and 700 feet Southerly from, when measured at right angles to the south line of Section 12; thence Westerly along said line to the easterly line of the Burlington Northern Railroad right of way; thence Northwesterly along the easterly line of the Burlington Northern Railroad right of way to its intersection with the center line of Liberty Lane and the Point of Beginning.



CLATSOP ENTERPRISE ZONE

Astoria Tongue Point East

- Enterprise Zone Addition
- Highway
- Collector
- Local
- Railroad
- City Limits (2016)
- Park/Open Space/Natural Area
- Waterbodies



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MAP AUTHOR: Alejandra Bencke (GIS Specialist / Project Planner)
 DATE SAVED: Wednesday, August 05, 2015

Astoria West

Beginning at the intersection of the southeast line of Antwerp Street and the southwest line of Erie Avenue, being the northwest corner of Block 45, in the town plat of *Taylor's Astoria*, Book 2, Pages 21 through 23, Clatsop County Town Plat Records; thence Southeasterly along the northeast line of Block 45 to its northeast corner; thence Southwesterly along the southeast line of Block 45 to its intersection with the Northwesterly projection of the southwest line of Lot 16, Block 46, *Taylor's Astoria*; thence Southeasterly in a straight line to the southwest corner of Lot 16, Block 46; thence Southwesterly along the Southwesterly projection of the northwest line of Lot 16 to the center line of the alley depicted in Block 46, *Taylor's Astoria*, thence Southeasterly along the center line of said alley and its Southeasterly projection to the center line of Denver Avenue; thence Southwesterly along the center line of Denver Avenue and its Southwesterly projection to the pierhead line on the north side of Youngs Bay as depicted in the War Department Drawing CL-12-23, *Harbor Lines Astoria Oregon & Vicinity* approved March 12, 1928, Clatsop County Survey Records; thence Northwesterly, Northerly and Easterly along said pierhead line to its intersection with the Northerly projection of the center line of 16th Street on the Columbia River; thence Southerly along said projected center line and along the center line of 16th Street to its intersection with the north line of Exchange Street; thence Easterly along the north line of Exchange Street to its intersection with the east line of 18th Street; thence Southerly along the east line of 18th Street to its intersection with the center line of Franklin Avenue; thence Easterly along the centerline of Franklin Avenue and continuing Easterly along the center line of a portion of Franklin Avenue now vacated to its intersection with the center line of 19th Street on a portion of said 19th Street now vacated; thence Southerly along the center line of vacated 19th Street to its intersection with the Easterly projection of the south line of Lot 1, Block 13, in the town plat of *Shively's Astoria*, Book 0, Page 34, Clatsop County Town Plat Records; thence Westerly along the south line of Lot 1 and its Westerly projection to its intersection with the west line of 18th Street; thence Northerly along the west line of 18th Street to the southeast corner of Block 112, *Shively's Astoria*; thence Westerly along the south

line of Block 112 to the southeast corner of Lot 9, Block 112; thence Northerly along the east line of Lot 9, to its northeast corner; thence Westerly along the north line of Lot 9, Block 112 and its Westerly projection to the northwest corner of Lot 9, Block 113, *Shively's Astoria*; thence Southerly along the west line of Lot 9, Block 113 to the southeast corner of the property described in Book 423, Page 140, Clatsop County Deed Records, said southeast corner being at the southeast corner of the north 25 feet of Lots 7 and 8, Block 113; thence Westerly along the south line of said property to the west line of Block 113; thence Northerly along the west line of Block 113 to its northwest corner on the south line of Exchange Street; thence Westerly along the south line of Exchange Street to the northeast corner of the property described in Book 220, Page 261, Clatsop County Deed Records, said northeast corner being the northeast corner of the west 35 feet of the north 100 feet of Lot 2, Block 114, *Shively's Astoria*; thence Southerly along the east line of said property to its most easterly southeast corner; thence Westerly along the most northerly south line of said property to the east line of Lot 3, Block 114; thence Southerly along the east line of Lot 3 to its southeast corner; thence Westerly along the south line of Lot 3 and its Westerly extension to the northeast corner of Lot 12, Block 116, *Shively's Astoria*, said corner being on the west line of 14th Street; thence Southerly along the east line of Lot 12 to the southeast corner of the property described in Book 673, Page 679, Clatsop County Deed Records, said corner being the southeast corner of the north 50 feet of Lot 12; thence Westerly along the south line of said property to its southwest corner, being on the west line of Lot 12; thence Northerly along the west line of Lot 12 to its northwest corner also being the southeast corner of Lot 2, Block 116; thence Westerly along the south line of Lot 2 to its southwest corner; thence Northerly along the west line of Lot 2 to the southeast corner of the property described in Book 568, Page 435, Clatsop County Deed Records, said corner being the southeast corner of the north 110 feet of Lots 3 and 4, Block 116; thence Westerly along the south line of said property to the west line of Block 116; thence Southerly along the west line of Block 116 to its intersection with the Easterly extension of the south line of Lot 4, Block 67, in the town plat of *McClure's Astoria as Extended by Cyrus Olney*, Book 0, Page 13, Clatsop County Town Plat Records; thence Westerly along said Easterly extension to the

southeast corner of Lot 4; thence Westerly along the south line of Lot 4 and its Westerly extension to the southeast corner of Lot 7 Block 65, *McClure's Astoria as Extended by Cyrus Olney*, said southeast corner of Lot 7 being on the east line of Block 65; thence Northerly along the east line of Block 65 to its northeast corner; thence Westerly along the north line of Block 65 to the northeast corner of Lot 4, Block 65; thence Southerly along the east line of Lot 4 to its southeast corner; thence Westerly along the south line of Lot 4 and its Westerly extension to the southwest corner of Lot 1, Block 47, *McClure's Astoria as Extended by Cyrus Olney*, said southwest corner of Lot 1 being on the east line of 8th Street; thence Northerly on the east line of 8th Street to its intersection with the north line of Exchange Street; thence Westerly along the north line of Exchange Street to its intersection with the east line of 7th Street; thence Northerly along the east line of 7th Street to the southwest corner of Lot 1, Block 41, in the town plat of *McClure's Astoria*, Book 0, Page 1, Clatsop County Town Plat Records; thence Westerly in a straight line to the southeast corner of Lot 4, Block 40, *McClure's Astoria*; thence Westerly along the south line of Lot 4 and its Westerly extension to the southwest corner of Lot 1, Block 40, being on the east line of 6th Street; thence Northerly along the east line of 6th Street to its intersection with the north line of Commercial Street; thence Westerly along the north line of Commercial Street to its intersection with the east line of 5th Street; thence Northerly along the east line of 5th Street to the southwest corner of Lot 1, Block 12, *McClure's Astoria*; thence Westerly in a straight line to the southeast corner of Lot 4, Block 13, *McClure's Astoria*; thence Westerly along the south line of Lot 4 and its Westerly extension to the southwest corner of Lot 1, Block 16, *McClure's Astoria*; thence Westerly in a straight line to the northeast corner of Lot 12, Block A, in the town plat of *Annex to Trullingers Addition to Astoria*, Book 3, Page 23, Clatsop County Town Plat Records; thence Southerly along the east line of Lot 12 to the southeast corner of the property described in Book 350, Page 837, Clatsop County Deed Records, said corner being the southeast corner of the north 20 feet of Lot 12; thence Westerly along the south line of said property to its southwest corner, said southwest corner being on the east line of Lot 13, Block A; thence Northerly along the east line of Lot 13 to its northeast corner; thence Westerly along the north line of Lot 13 and its Westerly extension to the northwest corner

of Lot 17, Block A; thence Southerly along the west line of Lot 17 to the northeast corner of the property described in Book 188, Page 192, Clatsop County Deed Records, said corner being the northeast corner of the east half of Lot 18, Block A, excepting therefrom the north 15 feet; thence Westerly along the north line of said property, and its Westerly extension to the northwest corner of the property described in Book 386, Page 354, Clatsop County Deed Records, said corner being the northwest corner of the south 85 feet of the west half of Lot 21, Block A; thence Southerly along the west line of said property, also being the west line of Lot 21, to the southwest corner of Lot 21, being on the north line of Bond Street; thence Westerly along the north line of Bond Street to its intersection with the west line of Hume Avenue; thence Southerly along the west line of Hume Avenue to the Easterly extension of the south line of Lot 10, in the town plat of *Union Addition to Astoria*, Book 0, Page 30, Clatsop County Town Plat Records; thence Westerly along the south line of Lot 10 and its Westerly extension to the southwest corner of Lot 20, *Union Addition to Astoria*; thence Northerly along the west line of Lot 20 to its northwest corner; thence Westerly in a straight line to the northeast corner of Lot 30, *Union Addition to Astoria*; thence Westerly along the north line of Lot 30 to its northwest corner, also being the northeast corner of Block 1, in the town plat of *Taylor's Astoria*, Book 2, Pages 21 through 23, Clatsop County Town Plat Records; thence Westerly along the north line of Block 1, to the southeast corner of the property described in Book 82, Page 239, Clatsop County Deed Records, said corner being described as 32 feet Easterly from the northwest corner of Block 1; thence Northerly along the east line of said property to its northeast corner, being described as being Northerly, at right angles to the north line of Block 1, two (2) feet; thence Westerly along the north line of said property to its intersection with the east line of Columbia Avenue; thence Southerly along the east line of Columbia Avenue to its intersection with the north line of Alameda Avenue; thence Westerly along the north line of Alameda Avenue to the southeast corner of Lot 36, Block 2, *Taylor's Astoria*; thence Northerly along the east line of Lot 36 to its northeast corner; thence Westerly along the north line of Lot 36 and its Westerly extension to the southeast corner of Lot 5, Block 3, *Taylor's Astoria*; thence Westerly along the south line of Lot 5 to its intersection with the north line of Highway 101; thence Westerly along the north line of Highway 101

to its intersection with the east line of Block 4, *Taylor's Astoria*; thence Northerly along the east line of Block 4 to its northeast corner; thence Westerly along the north line of Block 4 to its northwest corner; thence Southerly along the west line of Block 4 to its intersection with the Easterly projection of the south line of the property described in Book 128, Page 127, Clatsop County Deed Records, said south line being described as the south line of the north half of Lot 1, Block 5, in the town plat of *Taylor's Astoria*, Book 6, Page 6, Clatsop County Town Plat Records; thence Westerly along said projected line and said south line to the southwest corner of said property, being on the east line of Lot 2, Block 5; thence Northerly along the east line of Lot 2 to the southeast corner of the property described in Book 229, Page 155, Clatsop County Deed Records, said corner being the southeast corner of the north 50 feet of Lot 2; thence Westerly along the south line of said property to its southwest corner, being on the east line of Lot 3, Block 5; thence Southerly along the east line of Lot 3 to the southeast corner of the property described in Book 220, Page 102, Clatsop County Deed Records, said corner being the southeast corner of the north 51.25 feet of Lot 3; thence Westerly along the south line of said property to its southwest corner, being on the east line of Lot 4, Block 5; thence Northerly along the east line of Lot 4 to the southeast corner of the property described in Book 213, Page 378, Clatsop County Deed Records, said corner being the southeast corner of the north 50 feet of Lot 4; thence Westerly along the south line of said property to its southwest corner, being on the east line of Lot 5, Block 5; thence Southerly along the east line of Lot 5 to the southeast corner of the property described in Book 176, Page 102, Clatsop County Deed Records, said corner being the southeast corner of the north 112 feet of Lot 5; thence Westerly along the south line of said property to its southwest corner, being on the east line of Lot 6, Block 5; thence Northerly along the east line of Lot 6 to the northeast corner of the property described in Book 148, Page 263, Clatsop County Deed Records, said corner being the southeast corner of the north 95 feet of Lot 6; thence Westerly along the north line of said property to its northwest corner, being on the east line of Lot 7, Block 5; thence Northerly along the east line of Lot 7 to the southeast corner of the property described in Book 181, Page 339, said corner being the southeast corner of the north 64 feet of Lot 7; thence Westerly along the south line of said property to its

southwest corner, being on the east line of Lot 8, Block 5; thence Northerly along the east line of Lot 8 to the southeast corner of the property described in Book 458, Page 329, Clatsop County Deed Records, said corner being the southeast corner of the property described in said deed as of the north half of Lot 8; thence Westerly along the south line of said property to its southwest corner, being on the west line of Lot 8; thence Southwesterly in a straight line to the southeast corner of Lot 1, Block 6, in the town plat of *Taylor's Astoria*, Book 2, Pages 21 through 23, Clatsop County Town Plat Records; thence Westerly to the northeast corner of Lot 36, Block 6; thence Southerly along the east line of Lot 36 to the southeast corner of the property described in Book 171, Page 197, Clatsop County Deed Records, said corner being the southeast corner of the north half of Lots 35 and 36, Block 6; thence Westerly along the south line of said property to its southwest corner, being on the west line of Lot 35; thence Southerly along the west line of Lot 35 to its southwest corner, also being on the north line of Hamburg Avenue; thence Westerly along the north line of Hamburg Avenue to the southwest corner of the property described in Book 278, Page 66, Clatsop County Deed Records, said corner being the southwest corner of the east 15 feet of Lot 30, Block 6; thence Northerly along the west line of said property to the north line of Lot 30; thence Westerly along the north line of Lot 30 and its Westerly extension to the west line of Block 6; thence Northerly along the west line of Block 6 to its northwest corner; thence Westerly in a straight line to the most northerly corner of Block 13, in the town plat of *Taylor's Astoria*, Book 6, Page 6, Clatsop County Town Plat Records; thence Westerly and Southwesterly along the northwesterly line of Block 13 to its southwest corner; thence Southwesterly in a straight line to the northwest corner of Block 7, said *Taylor's Astoria*; thence Southerly along the west line of Block 7 and its Southerly extension to the southwest corner of Block 8, said *Taylor's Astoria*; thence Southerly in a straight line to the northwest corner of Block 9, in the town plat of *Taylor's Astoria*, Book 2, Pages 21 through 23, Clatsop County Town Plat Records; thence Southerly along the west line of said Block 9 to the northwest corner of Lot 11, Block 9 in the town plat of *Taylor's Astoria*, Book 6, Page 6, Clatsop County Town Plat Records; thence Southerly and Southeasterly along the west line of said Block 9 to its most southerly southwest corner; thence Southeasterly in a

straight line to the southwest corner of Lot 9, Block 10, in the town plat of *Taylor's Astoria*, Book 2, Pages 21 through 23, Clatsop County Town Plat Records; thence Northeasterly along the northwest line of Lot 9 and its Northeasterly extension to the most northerly corner of Lot 10, Block 10, being on the southwest line of the alley depicted in Block 10; thence Southeasterly along the southwest line of said alley and its Southeasterly extension to its intersection with the northwest line of Block 45, said *Taylor's Astoria*, also being the southeast line of Antwerp Street; thence Northeasterly along the northwest line of Block 45 to its northwest corner, being the Point of Beginning.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

VANCE SWENSON

OREGON
JULY 9, 2001
VANCE S. SWENSON
65703

RENEWS 7-1-2020

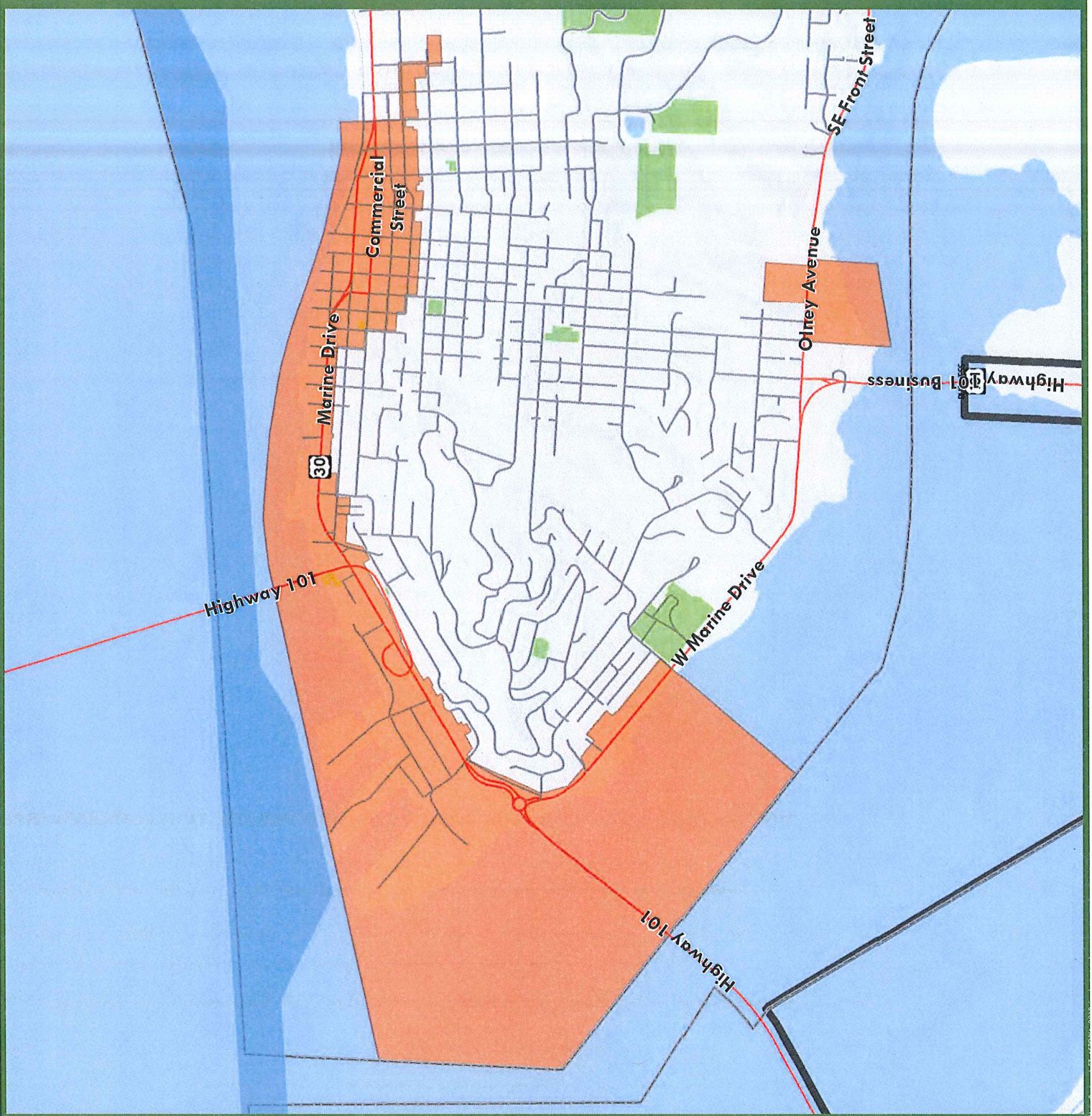
CLATSOP ENTERPRISE ZONE

Astoria West

- Clatsop Enterprise Zone (2018)
- Enterprise Zone Addition
- Highway
- Collector
- Local
- Airport
- Railroad
- City Limits (2016)
- Park/Open Space/Natural Area
- Waterbodies



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 MAP AUTHOR: Alejandro Benisek GIS Specialist / Project Planner
 DATE SAVID: Wednesday, August 01, 2018



"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LE*
DATE: September 18, 2018 – for September 25, 2018, Meeting
SUBJ: Library Lease Amendment

SUMMARY

The City entered into a short-term lease (one year) with the school district for the current library site. The City has not had time to assess whether or not this is the appropriate choice as a permanent site or to look at alternatives. We are just getting settled, and with the passage of a new five-year operating levy we need to time to evaluate programs, hours, and capacity. The School District has agreed to a five-year lease with no increase in rent. There is a 6day clause in the lease that allows either party the option to terminate.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on Lease Amendment No. 1 between the Warrenton-Hammond School District and the City of Warrenton."

ALTERNATIVE

None recommended.

FISCAL IMPACT

The School District is not recommending a rent increase for the term of the amendment. No impact to the current budget.

LEASE AMENDMENT NO. 1

Warrenton-Hammond School District
and
the City of Warrenton

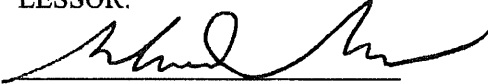
This lease amendment is made this ____ day of September, 2018, by Warrenton-Hammond School District #30, hereinafter referred to as "LESSOR," and the City of Warrenton, a Municipal Corporation, hereinafter referred to as "LESSEE," to that lease agreement originally entered into May 3, 2017, for the property known as the Warrenton Community Library, more particularly described in the original lease, attached as Exhibit "A." The parties hereby amend the lease in the following particulars as follows:

To have and to hold the described premises unto the LESSEE for a period of five years, commencing June 1, 2018, and ending at midnight the 31st day of May, 2023, for a rental of \$2085 per month.

All other terms and conditions of the lease are hereby ratified and confirmed.

AGREED TO AND ACCEPTED

LESSOR:



Authorized Signer
Warrenton-Hammond School Dist. #30

LESSEE

Henry Balensifer, III
Mayor

Lease

THIS INDENTURE OF LEASE, made and entered into this 3rd day of May, 2017, by and between Warrenton-Hammond School District #30, hereinafter called LESSOR and The City of Warrenton, herein called the LESSEE;

CIRCUMSTANCES:

In consideration of the covenants, agreements and stipulations herein contained on the part of the LESSEE to be paid, kept and faithfully performed, the LESSOR does hereby lease, demise and let unto the LESSEE those certain premises, AS IS, situated in the City of Warrenton, County of Clatsop, and State of Oregon, know and described as follows:

Lots 11, 12, and 13, Block 8, WARRENTON ADDITION TO ASTORIA, also described as TOWN OF WARRENTON, in the City of Warrenton, County of Clatsop, State of Oregon.

TAX ID NO: 3004 81021 AD 05300 ID #71393; 3004 81021 AD 05400 ID #71394

Also Known As: 160 SE Main, Warrenton, Oregon

To have and to hold the above described premises unto the LESSEE for a period of time commencing with the 3rd day of May, 2017 and ending at midnight the 31st of May, 2018 at and for a rental of \$2085 per month for each of the term of agreement, payable at:

Warrenton-Hammond School District No. 30
820 SW Cedar Ave.
Warrenton, OR 97146

1. LESSEE'S ACCEPTANCE OF LEASE:

The LESSEE accepts this letting and agrees to pay the LESSOR the rentals above stated for the full term of this Lease, in advance, at the time and in the manner aforesaid.

2. USE OF THE PREMISES:

- 2.1 The LESSEE shall use the demised premises during the term of this Lease for the conduct of the following business: A library and for no other purposes whatsoever without the LESSOR's consent.
- 2.2 The LESSEE will not make any unlawful, improper or offensive use of the premises.
- 2.3 The LESSEE will not allow the leased premises at any time to fall into such a state of repair or disorder as to increase the fire hazard and will not use the premises in such a way or for such a purpose that the fire insurance rate on the building in which the premises are located is thereby increased or that would prevent the LESSOR from taking advantage of any rulings of any agency of the state in which the leased premises are situated or its successors, which would allow the LESSOR to obtain reduced premium rates for long term fire insurance policies.
- 2.4 The LESSEE shall comply at the LESSEE's own expense with all laws and regulations of any municipal, county, state, federal or other public authority respecting the use of the leased premises.

3. UTILITIES

The LESSEE shall pay for all heat, light, water, power and other services or utilities used in the above demised premises during the term of this Lease.

4. REPAIRS AND IMPROVEMENTS:

- 4.1 The LESSOR shall not be required to make any repairs, alterations, additions or improvements to or upon the premises during the term of this Lease, except only those hereinafter specifically provided for; the LESSEE hereby agrees to maintain and keep the leased premises including all interior and exterior doors in good order and repair during the entire term of this lease at the LESSEE's own cost and expense, and to replace all glass which may be broken or damaged during the term hereof in the windows and doors of the premises with glass of as good or better quality as that now in use; the LESSEE further agrees not to make alterations, additions, or improvements to or upon the premises without the written consent of the LESSOR first being obtained.
- 4.2 The LESSOR agrees to maintain in good order and repair during the term of this Lease the exterior walls, roofs, gutters, downspouts and foundations of the building in which the demised premises are situated and the sidewalks thereabouts. The LESSOR agrees to maintain in good order and repair during the term of this Lease major interior heating, cooling, and venting systems. It is understood and agreed that the LESSOR reserves and at any and all times shall have the right to alter, repair or improve the building of which the demised premises are a part, or to add thereto and for that purpose at any time may erect scaffolding and all other

necessary structures about and upon the demised premises and the LESSOR and the LESSOR's representatives, contractors and workmen for that purpose may enter in or about the demised premises with such materials as the LESSOR may deem necessary therefore, and the LESSEE waives any claim to damages, including loss business resulting therefrom.

5. LESSOR'S RIGHT OF ENTRY

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

6. RIGHT OF ASSIGNMENT:

The LESSEE will not assign, transfer, pledge, hypothecate, surrender or dispose of this Lease, or any interest herein, or permit any other person or persons whomsoever to occupy the demised premises without the written consent of the LESSOR being first obtained in writing; this Lease is personal to the LESSEE; the LESSEE's interests, in whole or in part, cannot be sold, assigned, transferred, seized or taken by operation at law, or under or by virtue of any execution or legal process, attachment or proceedings instituted against the LESSEE, or under or by virtue of any bankruptcy or insolvency proceedings had in regard to the LESSEE, or in any other manner, except as above mentioned.

7. LIENS:

The LESSEE will not permit any lien of any kind, type or description to be placed or imposed upon the building in which the leased premises are situated, or any part thereof, or the real estate on which it stands.

8. ICE, SNOW, DEBRIS:

The LESSEE shall keep all sidewalks in front of the demised premises free and clear of ice, snow, rubbish, debris and obstructions.

9. LIABILITY INSURANCE:

The LESSEE further agrees at all times during the term hereof, to maintain, keep in effect, furnish and deliver to the LESSOR liability insurance policies in form and with an insurer satisfactory to the LESSOR, insuring both the LESSOR and the LESSEE against all liability for damages to person or property in or about the leased premises; the amount of the liability insurance shall be a combined single limit of liability insurance shall be a combined single limit of liability for bodily injury and property damage or \$1,000,000.00 per occurrence, with a general aggregate limitation of not less than

\$2,000,000.00. The LESSEE agrees to and shall indemnify and hold the LESSOR harmless against any and all claims and demands arising from the negligence of the LESSEE, her officers, agents, invitees and/or employees, as well as those arising from the LESSEE's failure to comply with any covenant of this Lease on her part to be performed, and shall at her own expense defend the LESSOR 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 the LESSOR in any such suit or action.

10. FIXTURES

All partitions, plumbing, electrical wiring, permanent additions to or improvements upon the leased premises, whether installed by the LESSOR or the LESSEE, shall be and become part of the building as soon as installed and the property of the LESSOR unless otherwise herein provided.

11. DAMAGE BY CASUALTY, FIRE AND DUTY TO REPAIR:

In the event of the destruction of the building in which the leased premises are located by fire or other casualty, either party hereto may terminate the Lease as of the date of the fire or casualty, provided, however, that in the event of damage to the building by fire or other casualty to the extent of FIFTY PERCENT (50%) or more of the sound value of the building, the LESSOR may or may not elect to repair the building; written notice of the LESSOR's election shall be given to the LESSEE within fifteen (15) days after the occurrence of the damage; if the notice is not so given, the LESSOR conclusively shall be deemed to have elected not to repair; in the event the LESSOR elects not to repair the building, then and in that event, this Lease shall terminate with the date of the damage; but, if the building in which the leased premises are located be but partially destroyed and the damage so occasioned shall not amount to the extent indicated above, or if greater than the extent and the LESSOR elects to repair, as aforesaid, then the LESSOR shall repair the building with all convenient speed and shall have the right to take possession of and occupy, to the exclusion of the LESSEE, all or any part of the building in order to make the necessary repairs, and the LESSEE hereby agrees to vacate upon request, all or any part of the building which the LESSOR may require for the purposes of making necessary repairs, and for the period of time between the day of such damage and until such repairs have been substantially completed there shall be such an abatement of rent as the nature of the injury or damage and its interference with the occupancy of the leased premises by the LESSEE shall warrant; however, if the premises be but slightly injured and the damage so occasioned shall not cause any material interference with the occupation of the premises by the LESSEE, then there shall be no abatement of rent and the LESSOR shall repair the damage with all convenient speed.

12. WAIVER OF SUBROGATION RIGHTS:

Neither the LESSOR nor the LESSEE shall be liable to the other for loss arising out of damage to or destruction of the leased premises, or the building or improvement of

which the leased premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either the LESSOR or the LESSEE or by any of their respective agents, servants or employees. It is the intention and agreement of the LESSOR and the LESSEE that the rentals reserved by this Lease have been fixed in contemplation that each party shall fully provide its own insurance protection at its own expense, and that each party shall look to its respective insurance carriers for reimbursement of any such loss, and, further, that the insurance carriers involved shall not be entitled to subrogation under any circumstances against any party to this lease. Neither the LESSOR nor the LESSEE shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered therein as a joint assured.

13. EMINENT DOMAIN:

In the case of the condemnation or appropriation of all or any substantial part of the demised premises by any public or private corporation under the laws of eminent domain, this Lease may be terminated at the option of either party hereto on twenty (20) days' written notice to the other and in that case the LESSEE shall not be liable for any rent after the date of the LESSEE's removal from the premises.

14. DELIVERING OF PREMISES ON TERMINATION:

At the expiration of this Lease term or upon any sooner termination thereof, the LESSEE will quit and deliver up the leased premises and all future erections or additions to or upon the same, broom-clean, to the LESSOR or those having the LESSOR's estate in the premises, peaceably, quietly, and in as good order and condition, reasonable use and wear thereof, damage by fire, unavoidable casualty and the elements alone expected, as the same are now in or hereafter may be put in be the LESSOR.

15. ADDITIONAL COVENANTS OR EXCEPTIONS:

- 15.1 In the event that the property which is the subject of this Lease is placed on the market for sale or in the event that LESSOR received an offer to purchase from a third party, LESSEE shall be accorded the right to met any offer received by LESSOR. Such right shall be in effect for seventy-two (72) hours after such time, as LESSOR shall have given notice to the LESSEE that the property has been placed on the market for sale or after receipt of an acceptable offer being received. If LESSEE does not respond within the 72-hour period, it is understood and agreed that LESSOR shall be entitled to then accept the original offer. In the event that the LESSOR does not sell the building to a third party, this right shall revive and be exercisable just the same as if it had never been exercised before.

15.2 There is situated on the subject premises because of the prior use of the property as a bank an existing safe and all of its working mechanisms. It is specifically acknowledged, agreed and understood by and between LESSOR and LESSEE that LESSEE shall do nothing to the premises that would in any way damage this safe, the door or the working mechanisms or otherwise make it unusable.

16. ATTACHMENT, BANKRUPT, DEFAULT:

PROVIDED, ALWAYS, and these presents are upon these conditions, that (1) if the LESSEE shall be in arrears in the payment of the rent for a period of ten (10) days after the same becomes due, or (2) if the LESSEE shall fail or neglect to do, keep, perform, or observe any of the covenants and agreements contained herein on the LESSEE's part to be done, kept, performed and observed, and such default shall continue for ten (10) days or more after written notice of such failure or neglect shall be given to the LESSEE, or (3) if the LESSEE shall be declared bankrupt or insolvent according to law, or (4) if any assignment of the leased premises, then and in either or any of such cases or events, the LESSOR or those having the LESSOR's estate in the premises, may terminate this Lease, and, lawfully, at its option immediately or at any time thereafter, without demand or notice, may enter into and upon the demised premises and every part thereof and repossess the same as the LESSOR's former estate, and expel the LESSEE and those claiming by, through and under the LESSEE and remove the LESSEE's effects at the LESSEE's expense, forcibly if necessary, and store the same, all without being deemed guilty of trespass and without prejudice to any remedy which otherwise might be used for arrears of rent or preceding breach of covenant.

17. HOLDING OVER:

In the event the LESSEE for any reason shall hold over after the expiration of this Lease, such holding over shall not be deemed to operate as a renewal or extension of this Lease, but shall only create a tenancy from month to month which may be terminated at will at any time by the LESSOR.

18. ATTORNEY FEES AND COURT COSTS:

In case suit or action is instituted to enforce compliance with any of the terms, covenants or conditions of this Lease, or to collect the rental which may become due hereunder, or any portion thereof, the losing party agrees to pay such a sum as the trial court may adjudge reasonable as attorney fees to be allowed the prevailing party in such or decree in such suit or action, the losing party agrees to pay such further sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal. The LESSEE agrees to pay and discharge all the LESSOR's costs and expenses, including the LESSOR's reasonable attorney fees that shall arise from enforcing any provision or covenant of this Lease even though no suit or action is instituted.

19. Waiver:

Any waiver by the LESSOR of any breach of any covenant herein contained to be kept and performed by the LESSEE shall not be deemed or considered as a continuing waiver, and shall not operate to bar or prevent the LESSOR from declaring a forfeiture for any succeeding breach, either of the same condition or covenant or otherwise.

20. NOTICES:

Any notices required by the terms of this Lease to be given by one party hereto the other or desired so to be given, shall be sufficient if in writing contained in a sealed envelope, deposited in the United States mail, registered or certified, with postage fully prepaid, and if intended for the LESSEE herein then addressed to the LESSOR at:

Warrenton-Hammond School District #30
820 SW Cedar Ave.
Warrenton, OR 97146

And if intended for the LESSEE at:

Linda Engbretson
City of Warrenton
225 S Main Ave
Warrenton, OR 97146

Any such notice shall be deemed conclusively to have been delivered to the addresses thereof 48 hours after the deposit thereof in the United States mail, registered or certified.

21. HEIRS AND ASSIGNS:

All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and, so far as this lease is assignable by the terms hereof, to the assigns of such parties.

22. TERMINATION OF LEASE BY LESSEE:

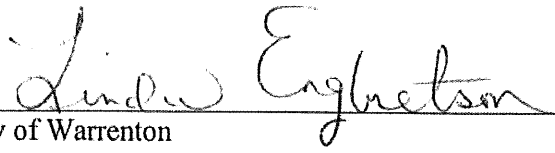
This lease can be cancelled upon giving the LESSOR sixty (60) days written notice.

IN WITNESS WHEREOF, the respective parties have executed this instrument in duplicate on this, the day and the year first above written, any corporation signatures being by authority of its Board of Directors.

LESSOR:

By: 
Warrenton-Hammond School District #30

LESSEE:

By: 
City of Warrenton

7-D

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *Lme*
DATE: September 18, 2018
SUBJ: Appointment of CEDR Alternate

SUMMARY

Mayor Balensifer represents the City on the Clatsop Economic Development Resources Board. The City does not currently have an alternate. Community Development Director Kevin Cronin is a logical and recommended choice to act as alternate to represent Warrenton when the Mayor is unable to attend.

RECOMMENDATION/SUGGESTED MOTION

"I move to appoint Kevin Cronin as City of Warrenton alternate on the CEDR Board of Directors."

ALTERNATIVE

None recommended.

FISCAL IMPACT

Does not impact the City's budget.

	A	B	C	D	E	F	G
1	CEDR Board of Directors 2018						
2	Last Name	First Name	Title	Address	City	Email	Phone #
3	Board Members						
4	Baker-Monaghan	Rosemary	Board Member, Clatsop Community College (Alternate)	1880 S. Edgewood	Seaside	rosemarybaker24@gmail.com	503 298 8849
5	Balensifer	Henry	Mayor, City of Warrenton	PO Box 250	Warrenton	hbalensifer@ci.warrenton.or.us	503-338-9456
6	Breitmeyer	Chris	President, Clatsop Community College	1651 Lexington Ave.	Astoria	cbreitmeyer@clatsopcc.edu	503 338 2425
7	Brown	Matt	Mayor, City of Gearhart	PO Box 2510	Gearhart	mayorbrown@cityofgearhart.com	503-757-3644
8	Dunlap	Alisa	Regional Business Manager, Pacific Power	2340 SE Dolphin Rd.	Warrenton	alisa.dunlap@pacificcorp.com	971-219-6698
9	Englund	Kurt	President, Englund Marine & Industrial Supply	PO Box 296	Astoria	kenglund@englundmarine.com	503 325 4341
10	Estes	Brett	City Manager, City of Astoria	1095 Duane St.	Astoria	bestes@astoria.or.us	503 338 5183
11	Gable	Harold	The Sharpening Doc	PO Box 2379	Gearhart	HaroldTGableDMD@centurylink.net	503-738-7992
12	Knight	Jim	Executive Director, Port of Astoria (Alternate)	No. 10 Pier One, Suite 308	Astoria	jknights@portofastoria.com	503 741 3337
13	Lindahl	Scott	General Manager, Ohana Media Group	285 SW Main Ct #200	Warrenton	scott.lindahl@ohanamediaogroup.com	765-490-8538
14	Montero	Tita	City Council President, City of Seaside (Alternate)	989 Broadway	Seaside	eifxcm@gmail.com	503 717 1914
15	Moore	Cameron	County Manager, Clatsop County (Alternate)	800 Exchange St., Suite 410	Astoria	cammoore@co.clatsop.or.us	503 325 1000
16	Morgans	Mark	Area Manager, Lewis & Clark Timberlands/Greenwood Resources	PO Box 2865	Gearhart	mark.morgans@gwrglobal.com	503 717 9829
17	Morrissey	Seth	Seaside City Council	989 Broadway	Seaside	smorrissey@cityofseaside.us	503 440-2138
18	Nemlowill	Chris	Co-Owner, Fort George Brewery	1483 Duane St.	Astoria	chris@fortgeorgebrewery.com	503 791 5355
19	Owen	Brian	Executive Director, Seaside Chamber of Commerce	7 N. Roosevelt Dr.	Seaside	director@seasidechamber.com	503 738 6391
20	Riggs	Colleen	Assistant City Manager, Cannon Beach (Alternate)	PO Box368	Cannon Beach	riggs@ci.cannon-beach.or.us	503-436-8052
21	Roberts	Tamara	Peoples Department Director, Martin North	PO Box 219	Cannon Beach	tamara@martinhospitality.com	503-436-8006
22	Rohne	Dirk	Commissioner, Port of Astoria	No. 10 Pier One	Astoria	drohne@portofastoria.com	503-458-6821
23	Schmitt	Zach	VP of Finance and CFO, Columbia Memorial Hospital	2111 Exchange St	Astoria	zschmitt@columbiamemorial.org	503-338-4536
24	St. Denis	Bruce	City Manager, Cannon Beach	PO Box 368	Cannon Beach	stdenis@ci.cannon-beach.or.us	503 436 8050
25	Talamantez	Kristin	Columbia Bank, Retail Business Banker	1122 Duane St.	Astoria	ktalamantez@columbiabank.com	503 298 2023
26	Thompson	Lianne	Commissioner, Clatsop County	800 Exchange St., Suite 410	Astoria	lthompson@co.clatsop.or.us	503-436-9013
27	Thorsen	Erik	CEO, Columbia Memorial Hospital	2111 Exchange St	Astoria	erik_thorsen@columbiamemorial.org	503 325 4321
28	Advisory						
29	Hazen	Jeff	Executive Director, Sunset Empire Transportation District	900 Marine Dr.	Astoria	jeff@ridethebus.org	503 861 5399
30	McArther	Mary	Executive Director, Col-Pac	PO Box 534	Columbia City	mbmcarthur@nworegon.org	503-970-3336
31	Olson	Melanie	Regional Dev. Officer, Business Oregon		Tillamook	melanie.olson@oregon.gov	503-801-7155
32	Paino	Jim	Executive Director, Cannon Beach Chamber of Commerce	PO Box 64	Cannon Beach	jimp@cannon-beach.org	503 436 2623
33	Reid	David	Executive Director, Astoria Warrenton Chamber of Commerce	111 W. Marine Dr.	Astoria	david@oldoregon.com	503-836-5141
34	Sawa	Kendall	Chief Executive Officer at Providence Health & Services	725 S. Wahanna Rd.	Seaside	kendall.sawa@providence.org	503-717-7618
35	VZ Mayeda	Ali	Congresswoman Suzanne Bonamici-District Representative	12725 SW Milliken Way	Beaverton	ali.mayeda@mail.house.gov	503-469-6010
36	Ward	Kristi	Community Relations, GP Wauna Mill	92326 Taylorville Road	Clatskanie	kristi.ward@gapac.com	503-455-3214

7-E

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: September 25, 2018

SUBJ: WBA Appointment

SUMMARY

We have received one application for the Warrenton Business Association (WBA) from Mr. Paul Mitchell. Mr. Mitchell has served on the WBA for a number of years, his term expired December 31, 2017 and we did not receive a renewal application. We recently had one resignation, which leaves Position No. 6 vacant.

RECOMMENDATION/SUGGESTED MOTION

I move to appoint Paul Mitchell to Position No. 6 on the WBA.

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A

Approved by City Manager:

Zander Engelson

"Making a difference through excellence of service"



CITY OF WARRENTON

Application for Committee Appointment

To: **Warrenton City Commission and Warrenton City Manager**

I, Paul Mitchell, hereby apply for appointment to serve on the following:

- Budget Committee
- Community Center Board
- Parks Advisory Committee
- Planning Commission
- Warrenton Business Association
- Warrenton Community Library Board
- Warrenton Urban Renewal Advisory Board

What is your interest in applying for this position?

Currently serve on this Board.

What experience or qualifications do you have for this position?

Currently serve on this Board.

How much time could you give to serving on this committee?

Weekly Monthly Quarterly

Paul Mitchell
Full Name (please print) Date

RESOLUTION NO. 2269
Introduced by All Commissioners

Describing the Distribution of Transient Room Tax Funds
and Repealing Resolution No. 2095

WHEREAS, the City Commission of the City of Warrenton wishes to allocate Transient Room Tax Funds in the following manner;

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

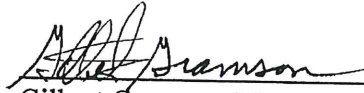
The City shall deposit 100% of the taxes collected and imposed by Ordinance No. 912-A and its Amending Ordinance No. 1133-A into the accounts designated below and distributed as follows:

1. 6.8% of net taxes collect by the City will be deposited into the Transient Room Tax Fund for tourist promotion, and subsequent distribution to the Lower Columbia Tourism Council.
2. 19.44% of net taxes collected will be deposited into the Transient Room Tax Fund for a tourist related facility, and subsequent distribution to the Hammond Marina Capital Reserve Fund.
3. 5.84% of the net taxes collected will be deposited into the Transient Room Tax Fund for tourism promotion for the operation of the Chamber of Commerce's Warrenton Visitor Center, and subsequent distribution to the Chamber of Commerce's Warrenton Visitor Center.
4. The City will deposit the balance of the total taxes collected into the appropriate fund in accordance with Oregon Budget Law.

BE IT FURTHER RESOLVED, that Resolution No. 2095 is hereby repealed.


This Resolution shall be effective immediately upon its passage.

ADOPTED by the City Commission of the City of Warrenton this 26th day of May, 2009.



Gilbert Gramson, Mayor

ATTEST



Linda Engbretson, City Recorder

MEMO OF UNDERSTANDING REGARDING THE
DIVISION OF RESPONSIBILITIES AT THE
WARRENTON VISITOR INFORMATION BUILDING

CITY OF WARRENTON

- As legal owner of the building, located at 143 South Highway 101 (Warrenton Visitor Center), the City of Warrenton shall be responsible for the general maintenance of the facility itself.
- The City of Warrenton shall be responsible for utilities, taxes and insurance for the building, now housing the Warrenton-Hammond Historical Society.
- The City of Warrenton shall remain the "contact party" in any correspondence with Elliot and Associates, who manage Young's Bay Plaza.

ASTORIA-WARRENTON CHAMBER OF COMMERCE (AWACC)

- AWACC shall be responsible for the cost of the remodeling in the amount of \$18,420.75, contracted and paid by the City of Warrenton on July 9, 2012, to convert the open-air atrium into an enclosed 24/7, 365 day a year information kiosk. This cost will be reimbursed to the City. The City will bill AWACC in seven quarterly installments in the amount of \$2,303.00 and a final eighth installment of \$2,299.75. Invoicing will begin July 31, 2012.
- AWACC shall be responsible for the care and routine maintenance of the outside "Visitor Information" kiosk itself. This would include being responsible for all fixtures needed to display the visitor information material and the maintenance of those fixtures.
- AWACC would also be responsible for ordering, stocking and managing all visitor information material being used within the outside kiosk. To avoid any confusion, it is also understood that only AWACC will be responsible for selecting which material will be displayed in the outside atrium and **only AWACC member's** will be allowed on the display board. (Non-chamber members should contact Warrenton-Hammond Historical Society for permission to post information **inside the building**.)
- AWACC shall also be financially responsible for an adequate inventory of general supplies needed within the building such as paper towels, bath tissue, cleaning supplies etc, and would reimburse the Historical society for such items on a monthly basis, upon receipt of list of items purchased.

ORIC

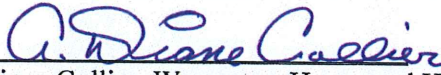
8/1/12

Fin Rec
08/06/12
DWF

WARRENTON-HAMMOND HISTORICAL SOCIETY

- The Historical Society shall have sole control and responsibility for the inside of the building. While it is understood that the City of Warrenton owns the facility, it is being managed and operated by the Warrenton-Hammond Historical Society.
- While certainly not a mandated duty, the Historical Society should feel free to maintain an area, inside the building for “tourist information”. It would be AWACC’s wish that high priority for “information” be given to our local area, especially the Warrenton-Hammond area and what it has to offer. This “tourist information” would be in addition to what AWACC would offer on the outside and the Chamber would be happy to supply the Historical Society with those materials that have been officially authorized by Travel Oregon for non-Welcome Center locations.
- With advertising or promotion space offered in the outside kiosk available to **Chamber Members only**, it may be the wish of the Historical Society to allow for the promotion of **non-Chamber member’s** material to be located on the inside of the building. This service would be totally at the discretion of the Historical Society and only they would be responsible for the management of the program. They would also have the authority to remove any **non-member** promotional material from the outside kiosk and would be encouraged to do so.
- AWACC would request that the Historical Society contact them with any concerns they may have as to either the cleanliness or inventory levels in the outside kiosk, so that they could be taken care of in a timely manner.
- To avoid excessive paperwork, AWACC would ask that the Historical Society send their request for “supplies reimbursement” on a once a month basis. On receipt of this statement, AWACC will issue a check to cover those expenses.


Kurt Fritsch, Warrenton City Manager


Diane Collier, Warrenton-Hammond History Museum


Skip Hauke, Exec Dir Astoria-Warrenton Chamber

IN THE BOARD OF COUNTY COMMISSIONERS

FOR CLATSOP COUNTY, OREGON

ORDINANCE) AN ORDINANCE IMPOSING A
NO. 2018-07) COUNTY-WIDE TAX ON
) TRANSIENT LODGING FOR
) JAIL OPERATIONS AND
) TOURISM PROMOTION

RECORDED

JUL 26 2018

Doc# 2018070068

The Board of Commissioners of Clatsop County ordains as follows:

SECTION 1. SHORT TITLE

This ordinance shall be known as "An Ordinance Imposing a County-wide tax on transient lodging for jail operations and tourism promotion".

SECTION 2. PURPOSE AND FINDINGS

The purpose of this ordinance is to raise funds, on a County-wide basis, for jail operation, and tourism promotion. In support of this purpose, the Board of County Commissioners finds as follows:

(1) With 3,870,900 overnight visitors each year, tourism is a significant industry in Clatsop County. On average, the tourist population can be an additional 21,000 to 35,000 people in the County. Summer holiday weekends are believed to be up to an additional 100,000 people per day.

(2) The increase in population, unfortunately is commensurate with an increase in crime. On average, twenty-seven percent (27%) of the individuals arrested and booked into the Clatsop County Jail are not Clatsop County residents.

(3) The Clatsop County jail was originally built to house 29. The average daily population is sixty-eight (68) inmates. With a daily maximum capacity set at 60 inmates, the rest are released. As a result many inmates don't serve their full sentence in jail, and defendants who pose unacceptable safety risks to the community or their victims are released prior to trial.

(4) The current jail building has limited space for drug treatment and classes.

(5) It is appropriate that funds generated from tourism contribute to the operational costs for a new jail.

SECTION 3. CONFORMANCE OF STATE LAW

This ordinance shall not substitute for nor eliminate the necessity for conformity with any and all laws or rules of the State of Oregon, or its agencies, or any ordinance, rule, or regulation of Clatsop County.

SECTION 4. INCONSISTENT PROVISIONS

This ordinance shall supersede, control and repeal any inconsistent provision of any County ordinance as amended or any other regulations made by Clatsop County.

SECTION 5. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by a Court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this ordinance


SECTION 6. ADOPTION


The provisions for administration of the transient lodging tax for jail operations and tourism promotion, as set forth in Exhibit A attached hereto, are hereby adopted.

SECTION 7. EFFECTIVE DATE.

This ordinance shall be effective January 1, 2019.

BOARD OF COUNTY COMMISSIONERS FOR
CLATSOP COUNTY, OREGON

By  _____
Scott Lee, Chairperson

By  _____
Recording Secretary

First Reading: 7/11/18
Second Reading: 7/25/18
Effective Date: 1/1/19

TRANSIENT ROOM TAX FOR JAIL OPERATIONS AND TOURISM PROMOTION

Sections:

- 1.010 Definitions.
- 1.020 Tax imposed.
- 1.030 Collection of tax by Transient Lodging Tax Collector
- 1.040 Transient Lodging Tax Collector's duties.
- 1.050 Exemptions.
- 1.060 Registration of Transient Lodging Tax Collector—Certification of authority.
- 1.070 Due date—Returns and payments.
- 1.080 Tax deficiency determination.
- 1.090 Fraud—Refusal to collect—Evasion.
- 1.100 Transient Lodging Tax Collector delay.
- 1.110 Redeterminations.
- 1.120 Security for collection of tax.
- 1.130 Records maintained by Transient Lodging Tax Collector—Administrator examination.
- 1.140 confidential character of information—Disclosure prohibited.
- 1.150 Appeal to Board of County Commissioners.
- 1.160 Refunds by County to Transient Lodging Tax Collector.
- 1.170 Refunds by County to transient.
- 1.180 Refunds by Transient Lodging Tax Collector to tenant.
- 1.190 Distribution of tax proceeds.
- 1.200 Tax penalties and interest.
- 1.210 Liens.
- 1.215 Violations-Penalties.
- 1.220 Attorney fees and costs.

1.010 Definitions.

For the purposes of this chapter except where the context requires otherwise:

"Accrual accounting" means an accounting method whereby the Transient Lodging Tax Collector enters the rent due from the transient on the records when the rent is earned, whether or not it is paid.

"Board" means the Board of County Commissioners of Clatsop County, Oregon.

"Cash accounting" means an accounting method whereby the Transient Lodging Tax Collector does not enter the rent due from the transient on the records until rent is paid.

"City or Cities" means the incorporated cities within Clatsop County

"Occupancy" means the use or possession, or the right to the use or possession for lodging or sleeping purposes of any room, rooms, or space in a Transient Lodging as defined herein.

- "Persons" means any individual, firm, partnership, joint venture, association, company, corporation, estate, trust, business trust, receiver, trustee, syndicate or any other group or combination acting as a unit.
- "Rent" means the total retail price, including all charges other than taxes, paid by a person for occupancy of the transient lodging. The total retail price paid by a person for occupancy of transient lodging that is part of a travel package may be determined by reasonable and verifiable standards from books and records kept in the ordinary course of the transient lodging tax collectors business. The total retail price includes consideration given in goods, labor, credits, or property.
- "Tax" means either the tax payable by the transient or the aggregate amount of taxes due from a Transient Lodging Tax Collector during the period for which the Transient Lodging Tax Collector is required to report collections.
- "Tax Administrator" means the County Assessor.
- "Transient" means any individual who exercises occupancy or is entitled to occupancy in a Transient Lodging for a period of 30 consecutive calendar days or less, counting portions of calendar days as full days. The day a transient checks out of the Transient Lodging shall not be included in determining the 30-day period if the transient is not charged rent for that day by the Transient Lodging Tax Collector. Any such individual so occupying space in a Transient Lodging shall be considered to be a transient until the period of 30 days has expired unless there is an agreement in writing between the Transient Lodging Tax Collector and the occupant providing for a longer period of occupancy, or the tenancy actually extends more than 30 consecutive days. In determining whether a person is a transient, uninterrupted periods of time extending both prior and subsequent to January 1, 1991, may be considered. A person who pays for lodging on a monthly basis, irrespective of the number of days in any month, shall not be considered a transient.
- "Transient lodging" means: (a) Hotel, motel and inn dwelling units that are used for temporary overnight human occupancy; (b) Spaces used for parking recreational vehicles or erecting tents during periods of human occupancy; or (c) Houses, cabins, condominiums, apartment units or other dwelling units, or portions of any of these dwelling units, that are used for temporary human occupancy.
- "Transient lodging intermediary" means a person other than a transient lodging provider that facilitates the retail sale of transient lodging and charges for occupancy of the transient lodging.
- "Transient lodging provider" means a person that furnishes transient lodging. Where the transient lodging provider performs functions through a managing agent of any type or character other than an employee, the managing agent shall also be considered an operator for the purposes of this chapter and shall have the same duties and liabilities as the principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall be considered to be compliance by both.
- "Transient Lodging Tax Collector" means a transient lodging provider or a transient lodging intermediary.
- "Tourism promotion" means advertising, publicizing or distributing information for the purpose of attracting and welcoming tourists, conducting strategic planning to stimulate future tourism, operating tourism promotion agencies, and marketing special events and festivals to attract tourist.

"Tourism related facility" means a conference center convention center or visitor information center, or any other real property that has a substantial purpose of supporting tourism or accommodating tourist activities.

1.020 Tax imposed. For the privilege of occupancy in any transient lodging in Clatsop County, Oregon, on or after January 1, 2019, each transient shall pay a tax in the amount of one percent (1%) of the rent charged by the Transient Lodging Tax Collector. This is in addition to any tax that may be levied on transient lodging by the State of Oregon, a City, or by Clatsop County Code §3.16. The tax constitutes a debt owed by the transient to the County which is extinguished only by payment by the Transient Lodging Tax Collector to the County. The transient shall pay the tax to the Transient Lodging Tax Collector of the hotel at the time the rent is paid. The Transient Lodging Tax Collector shall enter the tax on his or her records when rent is collected if the Transient Lodging Tax Collector keeps records on the cash accounting basis, and when earned if the Transient Lodging Tax Collector keeps records on the accrual accounting basis. If rent is paid in installments, a proportionate share of the tax shall be paid by the transient to the Transient Lodging Tax Collector with each installment. In all cases, the rent paid or charged for occupancy shall exclude the sale of any goods, services and commodities, other than the furnishings of the rooms, accommodations and space occupancy in mobile home parks or trailer parks.

1.030 Collection of tax by Transient Lodging Tax Collector

- (A) A tax shall be collected by the Transient Lodging Tax Collector that receives the consideration rendered for occupancy of the transient lodging. The tax collected or accrued by the Transient Lodging Tax Collector constitutes a debt owing by the Transient Lodging Tax Collector to the County.
- (B) In all cases of credit or deferred payment of rent, the payment of tax to the Transient Lodging Tax Collector may be deferred until the rent is paid, and the Transient Lodging Tax Collector shall not be liable for the tax until credits are paid or deferred payments are made. Adjustments may be made for uncollectables.
- (C) The Tax Administrator shall enforce the provisions of this chapter. The Board of County Commissioners shall have the power to adopt rules not inconsistent with this chapter as may be necessary to aid in enforcement.
- (D) For rent collected on portions of a dollar, fractions of a penny of tax shall not be remitted.
- (E) The Transient Lodging Tax Collector may withhold five percent of the tax collected to cover the cost of the Transient Lodging Tax Collector of collecting and remitting the tax.

1.040 Transient Lodging Tax Collector's duties.

Each Transient Lodging Tax Collector shall collect the tax imposed by this chapter at the same time the rent is collected from each transient. The amount of tax shall be separately stated upon the Transient Lodging Tax Collector's records and any receipt rendered by the Transient

Lodging Tax Collector. No Transient Lodging Tax Collector of a Transient Lodging shall advertise that the tax or any part of the tax will be assumed or absorbed by the Transient Lodging Tax Collector, or that it will not be added to the rent, or that, when added, any part will be refunded, except in the manner provided by this chapter.

1.050 Exemptions.

The following are exempt from the transient lodging tax:

- (A) Any occupant for more than 30 successive calendar days;
- (B) Any person who pays for lodging on a monthly basis, irrespective of the number of days in any month;
- (C) Any occupant whose rent is of a value of less than two dollars per day; or
- (D) Any occupant of a facility operated completely by a public benefit corporation as defined in ORS 65.001; or
- (E) Any occupant of a hospital, nursing home, convalescent home, home for the aged or public institution owned and operated by a unit of government; or
- (F) Any occupant of a facility providing treatment for drug or alcohol abuse or providing mental health treatment

1.060 Registration of Transient Lodging Tax Collector—Certification of authority.

- (A) Every person engaging or about to engage in business as an Transient Lodging Tax Collector of a Transient Lodging in Clatsop County shall register with the Tax Administrator on a form provided by the Administrator. This registration is in addition to the registration required for transient lodging under any City code, or Clatsop County Code §3.16. Transient Lodging Tax Collectors engaged in business on January 1, 2019, must register not later than March 1, 2019. Transient Lodging Tax Collectors starting business after January 1, 2019, must register within 15 calendar days after commencing business.
- (B) The privilege of registration after the date of imposition of the transient room tax ordinance shall not relieve any person from the obligation of payment or collection of tax regardless of registration.
- (C) Registration shall set forth the name under which a Transient Lodging Tax Collector transacts or intends to transact business, the location of his or her place or places of business and such other information as the Tax Administrator may require to facilitate the collection of the tax. The registration shall be signed by the Transient Lodging Tax Collector.
- (D) The Tax Administrator shall, within ten days after registration, issue without charge a certificate of authority to each registrant to collect the tax from the occupant, with a duplicate for each additional place of business of each registrant.
- (E) Certificates shall be non-assignable and non-transferable and shall be surrendered immediately to the Tax Administrator upon the cessation of business at the location named or upon its sale or transfer.

- (F) Each certificate and duplicate shall state the place of business to which it is applicable and shall be prominently displayed there so as to be seen and come to the notice readily of all occupants and persons seeking occupancy.
- (G) The certificate shall, among other things, state the following:
 - 1. The name of the Transient Lodging Tax Collector;
 - 2. The address of the Transient Lodging;
 - 3. The date upon which the certificate was issued; and
 - 4. "This CERTIFICATE signifies that the person named on the face hereof has fulfilled the registration requirements with the Tax Administrator as required by the Ordinance Imposing a County-wide tax on transient lodging for jail operations and tourism promotion for the purpose of collecting from transients the lodging tax imposed by said County and remitting said tax to the Tax Administrator. This certificate does not authorize any person to conduct any unlawful business or to conduct any lawful business in an unlawful manner, or to operate a Transient Lodging without strictly complying with all applicable local laws, including but not limited to those requiring a permit from any board, commission, department or office of Clatsop County. This certificate does not constitute a permit."

1.070 Due date—Returns and payments.

- (A) The tax imposed by this chapter shall be paid by the transient to the Transient Lodging Tax Collector at the time that rent is paid. All taxes collected by any Transient Lodging Tax Collector are due and payable to the Tax Administrator on a quarterly basis on the 15th day of the following month for the preceding three months, and are delinquent on the last day of the month in which they are due. The Tax Administrator shall notify each Transient Lodging Tax Collector of the due and delinquent dates for the Transient Lodging Tax Collector's return. The initial return under this chapter may be for less than the three months preceding the due date; thereafter, returns shall be made for the applicable quarterly period.
- (B) On or before the 15th day of the month following each quarter of collection, a return for the preceding quarter's tax shall be filed with the Tax Administrator. The return shall be filed in such form as the Tax Administrator may prescribe by every Transient Lodging Tax Collector liable for payment of the tax.
- (C) Returns shall show the amount of tax collected or otherwise due for the related period. The Tax Administrator may require returns to show the total rentals upon which tax was collected or otherwise due, the gross receipts of the Transient Lodging Tax Collector for the period, an explanation in detail of any discrepancy between those amounts, and the amount of rents exempted by this chapter, if any.
- (D) The person required to file the return shall deliver the return, together with the remittance of the amount of the tax due, to the Tax Administrator at his or her office, either by personal delivery or by mail. If the return is mailed, the postmark shall be considered the date of delivery for determining delinquencies.
- (E) For good cause, the Tax Administrator may extend, for a period not to exceed one month, the time for making any return or payment of tax. Any Transient Lodging Tax Collector to

whom an extension is granted shall pay interest at the rate of one and one-half percent per month on the amount of tax due without proration for a fraction of a month. If a return is not filed and the tax and interest due is not paid by the end of the extension granted, the interest shall become a part of the tax for computation of penalties described in Section 1.200.

- (F) If the Tax Administrator considers it necessary in order to insure payment or facilitate collection by the County of the amount of taxes in any individual case, he or she may require returns and payment of the amount of taxes for other than quarterly periods.

1.080 Tax deficiency determination.

- (A) If the Tax Administrator determines that the returns are incorrect, he or she may compute and determine the amount required to be paid upon the basis of the facts contained in the return or returns, or upon the basis of any information within, or that may come into, his or her possession. One or more deficiency determinations may be made of the amount due for one, or more than one, period, and the amount so determined shall be due and payable immediately upon service of notice, after which the amount determined is delinquent. Penalties on deficiencies shall be applied under Section 1.200.
- (B) In making a determination the Tax Administrator may off-set overpayments, if any, which may have been previously made for a period or periods, against any underpayment for a subsequent period or periods, or against penalties and interest on the underpayments. The interest on underpayments shall be computed under Section 1.200.
- (C) The Tax Administrator shall give to the Transient Lodging Tax Collector or occupant a written notice of his or her determination. The notice may be served personally or by mail. If by mail, the notice shall be addressed to the Transient Lodging Tax Collector at his or her address as it appears on the records of the Tax Administrator. In case of service by mail or any notice required by this chapter the service is complete at the time of deposit in the United States post office.
- (D) Except in the case of fraud or intent to evade this chapter or authorized rules, every deficiency determination shall be made and notice thereof mailed within three years after the last day of the month following the close of the quarterly period for which the amount is proposed to be determined or within three years after the return is filed whichever period expires later.
- (E) Any determination shall become due and payable immediately upon receipt of notice and shall become final within fifteen days after the Tax Administrator has given notice; provided, however, the Transient Lodging Tax Collector may petition for redemption and refund if the petition is filed before the determination becomes final.
- (F) The Tax Administrator may charge a fee for the administrative cost of making the determination in such amount as is set by Order of the Board of County Commissioners.

1.090 Fraud—Refusal to collect—Evasion.

If any Transient Lodging Tax Collector shall fail or refuse to collect the tax or make, within the time provided in this chapter, any report and remittance of the tax or any portion thereof required by this chapter, or makes a fraudulent return or otherwise wilfully attempts to evade

this chapter, the Tax Administrator shall proceed in such a manner as he or she considers best to obtain facts and information on which to base an estimate of the tax due. As soon as the Tax Administrator has determined the tax due that is imposed by this chapter from any Transient Lodging Tax Collector who has failed or refused to collect it and to report and remit the tax, he or she shall proceed to determine and assess against the Transient Lodging Tax Collector the tax, interest and penalties provided by this chapter. If that determination is made, the Tax Administrator shall give notice in the manner provided in Section 1.080 of the amount assessed. The determination and notice shall be made and mailed within three years after discovery by the Tax Administrator of any fraud, intent to evade or failure or refusal to collect the tax, or failure to file a return. Any determination shall become due and payable immediately upon receipt of notice and shall become final within fifteen days after the Tax Administrator has given notice; provided, however, the Transient Lodging Tax Collector may petition for redemption and refund if the petition is filed before the determination becomes final.

1.100 Transient Lodging Tax Collector delay.

If the Tax Administrator believes that the collections of any tax acquired to be collected and paid to the County will be jeopardized by delay or if any determination will be jeopardized by delay, he or she shall determine the amount of tax required to be collected, noting the fact upon the determination. The amount so determined shall be immediately due and payable, and the Transient Lodging Tax Collector shall immediately pay the determination to the Tax Administrator after service of notice thereof; provided, however, the Transient Lodging Tax Collector may petition, after payment has been made, for redemption and refund of the determination, if the petition is filed within fifteen days from the date of service of notice by the Tax Administrator.

1.110 Redeterminations.

- (A) Any person against whom a determination is made under Section 1.080 or any person directly interested may petition for a redetermination and redemption and refund within the time required in Section 1.080. If a petition for redetermination and refund is not filed within that time, the determination becomes final at the expiration of the allowable time.
- (B) If a petition for redetermination and refund is filed within the allowable period the Tax Administrator shall reconsider the determination and, if the person has so requested in his or her petition, shall grant the person an oral hearing and shall give him or her fifteen days' notice of the time and place of the hearing. The Tax Administrator may continue the hearing from time to time as may be necessary.
- (C) The Tax Administrator may decrease or increase the amount of the determination as a result of the hearing and if an increase is determined the increase shall be payable immediately after the hearing.
- (D) The order or decision of the Tax Administrator upon a petition for redetermination and refund becomes final fifteen days after service upon the petitioner of notice, unless appeal of the order or decision is filed with the Board of County Commissioners within the fifteen days after service of notice.

- (E) No petition for redetermination of redemption and refund or appeal therefrom shall be effective for any purpose unless the Transient Lodging Tax Collector has first complied with the payment provision of this chapter.

1.120 Security for collection of tax.

- (A) The Tax Administrator, whenever he or she considers it necessary to insure compliance with this chapter, may require any Transient Lodging Tax Collector to deposit with him or her such security in the form of cash, bond or other security as the Tax Administrator may determine. The amount of the security shall be fixed by the Tax Administrator, but shall not be greater than twice the Transient Lodging Tax Collector's estimated average quarterly liability for the period for which he or she files returns, determined in such manner as the Tax Administrator considers proper, or \$5,000.00, whichever is less. The amount of the security may be increased or decreased by the Tax Administrator subject to the limitations of this subsection.
- (B) At any time within three years after any tax required to be collected becomes due and payable or at any time within three years after any determination becomes final, the Tax Administrator may bring an action in the courts of this state, or any other state, or of the United States in the name of the County to collect the amount delinquent together with penalties and interest or foreclose any lien on real property imposed pursuant to this Ordinance.

1.130 Records maintained by Transient Lodging Tax Collector—Administrator examination.

- (A) Every Transient Lodging Tax Collector shall keep guest records of room sales on accounting books and records of the room sales. All records shall be retained by the Transient Lodging Tax Collector for a period of three years and six months after they come into being.
- (B) The Tax Administrator, or any person authorized in writing by him or her, may examine, during normal working hours, the books, papers and accounting records relating to room sales of any Transient Lodging Tax Collector, after notification to the Transient Lodging Tax Collector liable for the tax, and may investigate the business of the Transient Lodging Tax Collector in order to verify the accuracy of any return made, or if no return is made by the Transient Lodging Tax Collector, to ascertain and determine the amount required to be paid.

1.140 Confidential character of information—Disclosure prohibited.

- (A) It shall be unlawful for the Tax Administrator or any person having an administrative or clerical duty under the provisions of this chapter to make known in any manner whatsoever the business affairs, operations or information obtained by an investigation of records and equipment of any person required to obtain a transient occupancy registration certificate or pay a transient occupancy tax, or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth in any statement or application, or to permit any statement or

application or copy of either or any book containing any abstract or particulars thereof to be seen or examined by any person.

(B) Nothing in subsection A of this section shall be construed to prevent:

1. The disclosure to, or examination of records and equipment to another Clatsop County official, employee or agent for collection of taxes for the sole purpose of administering or enforcing any provisions of this chapter including the collection of taxes.
2. The disclosure, after the filing of written request to that effect, to the taxpayer him or herself, receivers, trustees, executors, administrators, assignees and guarantors, if directly interested in information as to any paid tax, any unpaid tax or amount of tax required to be collected, or interest, or penalties; provided, however, that the County Counsel approves each disclosure and that the Tax Administrator may refuse to make any disclosures when, in his or her opinion, the public interest would suffer thereby.
3. The disclosure of the names and addresses of any persons to whom transient occupancy registration certificates have been issued.
4. The disclosure of general statistics regarding taxes collected or business done in the County.
5. Any information regarding a delinquency required to be disclosed by ORS 192.502(18).

1.150 Appeal to Board of County Commissioners.

Any person aggrieved by any decision of the Tax Administrator may appeal to the Board of County Commissioners by filing a notice of appeal with the Tax Administrator within fifteen days of the serving or mailing of the notice of a decision made by the Tax Administrator. The Tax Administrator shall fix a time and place for hearing the appeal as prescribed by the Board of County Commissioners and shall give the appellant fifteen days written notice of the time and place of hearing.

1.160 Refunds by County to Transient Lodging Tax Collector.

Whenever the amount of any tax, penalty or interest has been paid more than once or has been erroneously or illegally collected or received by the Tax Administrator under this chapter, it may be refunded; provided a verified claim in writing, stating the specific reason upon which the claim is founded, is filed with the Tax Administrator within three years from the date of payment. The claim shall be made on forms provided by the Tax Administrator. If the claim is approved by the Tax Administrator, the excess amount collected or paid may be refunded or may be credited on any amounts then due and payable from the Transient Lodging Tax Collector from whom it was collected or by whom paid and the balance may be refunded to the Transient Lodging Tax Collector, his or her administrator, executors or assignees.

1.170 Refunds by County to transient.

Whenever the tax required by this chapter has been collected by the Transient Lodging Tax Collector and deposited by the Transient Lodging Tax Collector with the Tax Administrator, and it is later determined that the tax was erroneously or illegally collected or received by the Tax

Administrator, it may be refunded to the transient, provided a verified claim in writing, stating the specific reason on which the claim is founded, is filed with the Tax Administrator within three years from the date of payment.

1.180 Refunds by Transient Lodging Tax Collector to tenant.

Whenever the tax required by this chapter has been collected by the Transient Lodging Tax Collector and it is later determined that the tenant occupies the Transient Lodging for a period exceeding 30 days without interruption, the Transient Lodging Tax Collector shall refund to the tenant the amount previously collected by the Transient Lodging Tax Collector from that tenant as a transient. The Transient Lodging Tax Collector shall account for the collection and refund to the Tax Administrator. If the Transient Lodging Tax Collector has remitted the tax prior to refund or credit to the tenant, he or she shall be entitled to a corresponding refund under Section 1.160.

1.190 Distribution of tax proceeds.

The Tax Administrator shall distribute the revenue collected from transient lodging collectors as follows:

(A) Each fiscal year end the County will distribute a portion of the County Tourism Funds generated by the 1% County Wide Transient Lodging Tax per ORS 320.350 to the Cities to be used for promotion and tourism related facilities.

(B) Distribute 30% of the total revenue collected to the County General Fund to be used for jail operational costs.

1.200 Tax penalties and interest.

(A) Any Transient Lodging Tax Collector who has not been granted an extension of time for remittance of tax due and who fails to remit any tax imposed by this chapter prior to delinquency shall pay a penalty of ten percent of the amount of the tax due in addition to the amount of the tax.

(B) Any Transient Lodging Tax Collector who has not been granted an extension of time for remittance of tax due and who failed to pay any delinquent remittance on or before a period of 30 days following the date on which the remittance first became delinquent, shall pay a second delinquency penalty of 15% of the amount of the tax in addition to the ten percent penalty first imposed.

(C) If the Tax Administrator determines that the nonpayment of any remittance due under this chapter is due to fraud or intent to evade its provisions, a penalty of 25% of the amount of the tax shall be added to the penalties stated in subsections A and B of this section.

(D) In addition to the penalties imposed, any Transient Lodging Tax Collector who fails to remit any tax imposed by this chapter shall pay interest at the rate of one and one-half percent per month or fraction thereof without proration for portions of a month, on the amount of the tax due, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(E) Every penalty imposed and such interest as accrues under the provisions of this section shall be merged with and become a part of the tax required to be paid.

- (F) Any Transient Lodging Tax Collector who fails to remit the tax levied within the time required by this chapter shall pay the penalties; provided, however, the Transient Lodging Tax Collector may petition the Board for waiver and refund of the penalty or any portion thereof, and the Board may, if a good and sufficient reason is shown, waive and direct a refund of the penalty or any portion thereof.

1.210 Liens.

- (A) The tax imposed by this chapter together with the interest and penalties herein provided, which may be incurred when same became delinquent as set forth in this chapter, shall be and, until paid, remain a lien against both the transient lodging premises and any and all real and personal property in Clatsop County belonging to Transient Lodging Tax Collector, and may be foreclosed upon and sold as necessary to discharge said lien. Notice of lien may be issued by the Tax Administrator or his/her deputy whenever the Transient Lodging Tax Collector is in default in the payment of said tax, interest and penalty and shall be recorded with the County Clerk and a copy sent to the delinquent Transient Lodging Tax Collector and legal owner of the transient lodging premise. The personal property subject to such lien seized by any deputy or employee of the Tax Administrator may be sold at public auction after ten days' notice, which shall mean one publication in a newspaper of general circulation published within Clatsop County.
- (B) The Tax Administrator may bring an action for foreclosure pursuant to ORS Chapter 88, of a real property lien at any time within three years after any tax required to be collected becomes due and payable or at any time within three years after any determination becomes final;
- (C) Any liens for taxes as shown on the records of the proper County official shall, upon the payment of all taxes, penalties and interest thereon, be released by the Tax Administrator when the full amount determined to be due has been paid to the County and the Transient Lodging Tax Collector or person making such payment shall receive a receipt therefor stating that the full amount of taxes, penalties and interest thereon have been paid and that the lien is thereby released and the record of lien is satisfied.

1.215 Violations—Penalties.

- (A) It is unlawful for any Transient Lodging Tax Collector or other person so required to fail or refuse to register as required herein. It is unlawful for a Transient Lodging Tax Collector to fail to furnish any return required to be made, in a full and complete manner, to fail or refuse to furnish a supplemental return or other data required by the director or to render a false or fraudulent report, or to otherwise violate the provisions of this chapter.
- (B) Any person violating any of the provisions of this chapter shall be guilty of a Class B Violation as provided for in Chapter 1.11 of the Clatsop County Code. Each transient lodging transaction for which tax, penalty or interest otherwise due is not paid shall be deemed a separate violation.
- (C) In addition to and not in lieu of a code violation proceeding, the county may enforce compliance with this ordinance by lien foreclosure, filing an action for an injunction, seeking appointment of a receiver or any other relief provided by law.

- (D) Nothing herein restricts the authority of the Tax Administrator to refer a matter to the appropriate law enforcement agency for criminal prosecution if the director concludes that criminal fraud or other crime has been committed.

1.220 Attorney fees and costs.

In any action to enforce the provisions of this chapter or to collect any tax, penalty or interest or to foreclose any lien the County shall be entitled to collect its attorney fees and costs, including but not limited to litigation reports, accountant fees, witness fees, filing fees, service fees, publication fees and mailing expenses, from the Transient Lodging Tax Collector. Such fees and expenses shall be a lien against the real and personal property of the Transient Lodging Tax Collector as provided in Section 1.210.

Oregon Transient Occupancy Tax by Jurisdiction

Fiscal Year
Amounts in \$000

	Rate	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Baker													
Baker City		N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
County-wide	7.0%	386	386	386	386	386	413	391	395	404	455	521	578
Benton													
Corvallis	9.0%	1,080	1,080	1,080	1,080	1,080	1,062	1,239	1,364	1,425	1,604	1,754	1,754
Clackamas													
County-wide	6.0%	2,432	2,432	2,432	2,432	2,432	2,683	2,894	3,198	3,421	3,786	4,420	4,494
Lake Oswego	6.0%	716	716	716	716	716	796	806	949	1,011	1,146	1,273	1,249
Oregon City	6.0%	52	52	52	52	52	52	55	63	77	99	180	220
Sandy	3.0%	21	21	21	21	21	20	24	26	26	38	37	39
Wilsonville	5.0%	193	193	193	193	193	214	209	242	273	258	470	477
Clatsop													
Astoria	9.0%	1,024	1,024	1,024	1,024	1,024	952	971	1,111	1,253	1,423	1,790	1,911
Cannon Beach	8.0%	2,074	2,074	2,074	2,074	2,074	2,336	2,465	2,631	2,761	3,045	3,536	3,844
Gearhart	7.0%	135	135	135	135	135	129	118	163	167	189	199	300
Seaside	8.0%	2,982	2,982	2,982	2,982	2,982	2,854	2,922	3,550	3,550	4,120	4,476	4,427
Unincorporated	9.5%	164	164	164	164	164	168	188	216	214	334	451	477
Warrenton	12.0%	458	458	458	458	458	463	446	483	620	626	720	723
Columbia													
StHelens	6.0%	73	73	73	73	73	71	74	76	79	111	130	139
Coos													
Bandon		391	391	391	391	391	384	376	438	462	525	524	N/A
Coos Bay	7.0%	464	464	464	464	464	469	485	507	520	583	652	360
Coquille Indian Tribe	8.8%	108	108	108	108	108	274	281	296	295	343	337	370
Lakeside	7.5%	23	23	23	23	23	35	35	37	40	46	52	55
North Bend	7.0%	84	84	84	84	84	89	96	96	102	102	158	200

Note: Values listed as N/A are missing, those with more current information or corrections are encouraged to contact Dean Runyan Associates. Rate corresponds to the rate in effect at the end of the last reported fiscal year. Many tax rates have changed over the reported time period. The Coquille Indian Tribe in Coos County began collecting its own tax on January 1, 2010. Prior to that date, receipts were included with North Bend.

Oregon Transient Occupancy Tax by Jurisdiction

Fiscal Year
Amounts in \$000

	Rate	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Crook													
Prineville	8.5%	149	149	149	149	149	176	180	207	191	253	316	318
Curry													
Brookings	6.0%	141	141	141	141	141	140	142	168	165	166	199	239
Gold Beach	7.0%	309	309	309	309	309	300	297	311	324	355	410	470
Port Orford	7.0%	46	46	46	46	46	49	51	54	59	64	72	73
Deschutes													
Bend	10.4%	2,960	2,960	2,960	2,960	2,960	3,280	3,524	3,888	4,660	6,367	7,694	8,990
Redmond	9.0%	458	458	458	458	458	504	503	533	587	691	835	884
Sisters	8.99%	275	275	275	275	275	288	308	331	355	407	448	535
Unincorporated	8.0%	2,960	2,960	2,960	2,960	2,960	3,139	3,258	3,691	4,266	5,107	5,938	6,456
Douglas													
Reedsport	5.0%-7.0 ⁵	168	168	168	168	168	160	170	182	181	221	183	204
Roseburg	8.0%	775	775	775	775	775	785	806	801	904	1,011	1,120	1,164
Sutherlin	8.0%	64	64	64	64	64	79	84	82	91	149	182	194
Winston	5.0%	6	6	6	6	6	7	6	7	7	16	19	22
Gilliam													
Candon	5.0	13	13	13	13	13	14	14	N/A	N/A	17	N/A	10
Grant													
County-wide	8.0%	92	92	92	92	92	96	80	89	108	127	137	140
Harney													
Burns	9.0%	67	67	67	67	67	93	104	85	85	91	126	121
Hines	8.0%	130	130	130	130	130	135	141	144	153	166	195	201

Note: Values listed as N/A are missing, those with more current information or corrections are encouraged to contact Dean Runyan Associates. Rate corresponds to the rate in effect at the end of the last reported fiscal year. Many tax rates have changed over the reported time period. The Coquille Indian Tribe in Coos County began collecting its own tax on January 1, 2010. Prior to that date, receipts were included with North Bend.

Oregon Transient Occupancy Tax by Jurisdiction

Fiscal Year
Amounts in \$000

	Rate	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
Hood River													
Cascade Locks	7.0%	129	129	129	129	129	135	127	144	153	177	216	239
Hood River	8.0%	738	738	738	738	738	787	828	971	1,202	1,361	1,587	1,846
Unincorporated	8.0%	180	180	180	180	180	224	234	237	109	114	145	148
Jackson													
Ashland	9.0%	1,923	1,923	1,923	1,923	1,923	1,897	1,978	2,081	2,081	2,339	2,055	2,819
Central Point	9.0%	298	298	298	298	298	304	362	452	373	391	482	453
Jacksonville	9.0%	81	81	81	81	81	87	96	103	104	117	135	147
Medford	9.0%	2,273	2,273	2,273	2,273	2,273	2,373	2,502	2,646	2,929	3,315	3,824	3,866
Phoenix	6.0%	13	13	13	13	13	11	13	21	33	35	33	50
Rogue River	6.0%	44	44	44	44	44	44	47	57	66	74	72	85
Shady Cove	6.0%	43	43	43	43	43	45	42	43	43	50	61	61
Talent	6.0%	4	4	4	4	4	5	5	6	5	6	8	9
Jefferson													
Madras	9.0%	183	183	183	183	183	194	195	222	251	278	283	327
Metolius		1	1	1	1	1	1	1	1	2	1	N/A	N/A
Unincorporated	6.0%	205	205	205	205	205	188	255	273	293	282	298	282
Josephine													
Grants Pass	9.0%	941	941	941	941	941	939	951	1,062	1,111	1,204	1,420	1,458
Klamath													
County-wide	8.0%	1,376	1,376	1,376	1,376	1,376	1,409	1,400	1,565	1,707	1,896	2,047	2,200
Lake													
County-wide	6.0%	98	98	98	98	98	125	94	107	115	122	137	158

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Oregon Transient Occupancy Tax by Jurisdiction

Fiscal Year
Amounts in \$000

Rate	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
8.0%	38	38	38	38	38	39	38	36	39	45	48	59
9.0%	205	205	205	205	205	186	207	215	236	254	272	297
8.0%	83	83	83	83	83	128	118	141	130	156	177	184
8.0%	21	21	21	21	21	26	33	31	30	40	41	47
9.5%	3,175	3,175	3,175	3,175	3,175	3,458	3,404	3,751	3,999	4,480	5,157	5,839
9.0%	538	538	538	538	538	565	540	557	629	714	786	834
8.0%	18	18	18	18	18	20	18	21	23	30	31	33
8.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	0	1	1	1	1
8.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
8.0%	50	50	50	50	50	54	57	69	75	85	71	70
8.0%	621	621	621	621	621	690	674	739	788	879	967	1,119
8.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1	1
8.0%	1	1	1	1	1	1	0	1	N/A	0	5	4
8.0%	457	457	457	457	457	453	473	505	519	545	609	653
9.5%	4,352	4,352	4,352	4,352	4,352	4,260	4,234	4,514	4,983	5,887	6,337	6,917
9.5%	2,256	2,256	2,256	2,256	2,256	2,291	2,323	2,426	2,751	3,173	3,537	3,743
10.0%	1,556	1,556	1,556	1,556	1,556	1,673	1,696	1,801	1,776	1,856	2,134	2,365
7.0%	23	23	23	23	23	23	30	34	41	52	61	77
9.0%	477	477	477	477	477	429	451	481	512	605	N/A	N/A
9.0%	595	595	595	595	595	656	716	755	804	941	1,041	1,085
9.0%	34	34	34	34	34	35	39	39	45	70	204	260
6.0%	21	21	21	21	21	23	25	27	29	36	23	27

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Malheur													
Ontario	9.0%	583	583	583	583	583	634	659	672	712	734	867	965
Marion													
Keizer	6.0%	61	61	61	61	61	63	57	49	54	68	118	108
Salem	9.0%	2,138	2,138	2,138	2,138	2,138	2,215	2,239	2,445	2,731	3,125	3,613	3,943
Silverton		N/A	N/A	N/A	N/A	N/A	166	191	199	214	255	276	200
Stayton	7.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4	3	3
Sublimity		23	23	23	23	23	22	21	23	22	21	N/A	N/A
Woodburn	9.0%	215	215	215	215	215	256	274	276	353	335	435	418
Morrow													
Heppner	5.0%	4	4	4	4	4	4	6	4	4	4	5	5
Multnomah													
County-Wide	5.5%	15,441	15,441	15,441	15,441	15,441	18,208	20,052	21,464	24,268	29,692	34,341	35,237
Fairview	6.0%	37	37	37	37	37	38	39	45	49	59	57	88
Gresham	6.0%	455	455	455	455	455	460	495	605	664	809	977	1,046
Portland	8.0%	16,512	16,512	16,512	16,512	16,512	19,143	21,359	28,747	35,063	41,804	50,543	50,783
Troutdale	6.95%	403	403	403	403	403	429	428	452	481	578	718	738
Wood Village	6.0%	85	85	85	85	85	89	97	105	110	126	153	156
Polk													
Dallas	9.0%	54	54	54	54	54	60	61	68	77	84	88	97
Monmouth	9.0%	26	26	26	26	26	31	31	34	38	39	42	46

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	2017	2016	2015	2014	2013	2012	2011	2010	2009	2008	2007	2006	2006	Rate
Tillamook														
Bay City	22	15	16	1	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9.0%
Caribaldi	N/A	165	138	113	121	90	80	58	58	58	58	58	58	9.0%
Incorporated	N/A	218	224	71	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1.0%
Manzanita	811	721	679	599	466	388	374	384	384	384	384	384	384	9.0%
Nehalem	1	1	2	3	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	9.0%
Rockaway Beach	684	675	623	373	309	254	257	224	224	224	224	224	224	9.0%
Tillamook	381	349	363	321	291	278	313	276	276	276	276	276	276	10.0%
Unincorporated	3,097	2,596	2,239	714	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	1%-10%*
Wheeler	32	34	28	24	27	23	25	17	17	17	17	17	17	9.0%
Umatilla														
Hermiston	550	513	494	437	374	412	364	359	359	359	359	359	359	8.0%
Millton-Freewater	17	18	16	18	14	24	9	20	20	20	20	20	20	7.0%
Pendleton	964	1,012	913	862	836	799	805	778	778	778	778	778	778	8.0%
Umatilla	42	45	42	32	26	44	30	18	18	18	18	18	18	3.5%
Union														
County-wide	167	168	163	181	165	150	147	125	125	125	125	125	125	3.0%
LaGrande	338	340	304	300	268	271	245	220	220	220	220	220	220	6.0%
Wallowa														
County-wide	319	301	284	244	252	251	240	248	248	248	248	248	248	5.0%
Enterprise	46	39	34	N/A	N/A	34	34	37	37	37	37	37	37	3.0%
Wasco														
The Dalles	794	774	700	590	527	546	671	652	652	652	652	652	652	8.0%
Washington														
Beaverton	803	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	4.0%
County-wide	14,072	12,262	10,069	9,053	8,269	7,604	6,869	5,673	5,673	5,673	5,673	5,673	5,673	9.0%

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Yamhill													
Dundee	10.0%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	64	68
McMinnville	0.08	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	576	646	718
Newberg	9.0%	216	216	216	216	216	352	416	472	512	681	952	996

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