



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
May 9, 2023 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 4.11.23
- B. City Commission Work Session Minutes – 4.11.23
- C. Monthly Finance Report – March 2023
- D. Marinas Advisory Board Meeting Minutes – 3.20.23
- E. Parks Advisory Board Meeting Minutes – 2.13.23

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS**

- A. Street Vacation Petition No. 158; Don Hall – SE 11th Street

7. BUSINESS ITEMS

- A. Consideration of Street and Traffic Code Amendments; Ordinance No. 1263 – Second Reading & Adoption
- B. Consideration of Resolution No. 2645; Marina Rates
- C. Consideration of Sale of City Lots – Warrenton Kia

8. DISCUSSION ITEMS - None

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 April 25, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

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

Excused: Paul Mitchell

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Harbormaster Jane Sweet, Public Works Operations Manager Jim McCarthy, Interim Public Works Director Greg Shafer, Utility Worker Cayben Marshall, and City Recorder Dawne Shaw

AFSCME Union represented employees present for the Public Comment period: Robert Burk, Dave Davis, Rebecca Sprengeler, Brian Crouter, Christian Jensen, Twyla Vittetoe, Jessica McDonald, Hallie Homolac, and Jeremy McMahon

Mayor Balensifer noted the new City Logo plaque that the City Recorder had made for the chambers.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 4.11.23
- B. City Commission Work Session Minutes – 4.11.23
- C. Public Works Quarterly Update – Qtr. 1, 2023
- D. Marinas Quarterly Update – Qtr. 1, 2023
- E. Amendment to Sublease Agreement – Fowlers
- F. Employee Handbook Addendum – Exempt Staff
- G. City Manager Contract Amendment
- H. Police Department Monthly Report – March 2023
- I. Port PIDG Grant Letter of Support
- J. Building Department Quarterly Report – March 2023

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

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

Mayor Balensifer requested to add the FEMA buyout letter to be added as item 7F; there were no objections.

COMMISSIONER REPORTS

City Moberg Esther Moberg noted Greg Shafer was hired as Public Works Director.

Mayor Balensifer noted LOC conference; noted his concerns with FEMA, citing the Biop Flood Insurance Plan response letter and the challenges the Biop presents.

PUBLIC COMMENT

Dave Davis noted his history with the city and the importance of the work performed and the services provided by city employees. He noted concerns about not being competitive in the job market and the inability to retain staff.

Robert Burk, Chairperson of the AFSCME General Bargaining Unit, noted the financial struggles staff are currently having. He noted a recent staff survey and stated low wages are causing people to look for work elsewhere. He noted they made a request to open bargaining on wages and other issues, but the city declined their ideas.

Cayben Marshall also spoke in regard to the status of staffing issues and the inability to retain staff. He stated they are working hard to build a team and requested help in building a team.

Scott Widdicombe submitted public comments via email, regarding the Capital Improvement Program and the Pavement Management Program. These comments will be entered into the meeting record.

PUBLIC HEARINGS

Mayor Balensifer opened the Public Hearing on the proposed sale of city property. Formalities followed. No conflicts of interest or ex parte contacts were reported. City Manager Esther Moberg noted lot 63000 may have a deed restriction; she discussed the properties that the City would like to sell, which include tax lot 81022CB06300, tax lot 81022CB06900, and tax lot 81022CB07200. She noted they do not meet the criteria of Chapter 11 of the City Charter, therefore do not need to go to the voters. Mayor Balensifer asked for public comments. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Baldwin made the motion to approve the sale of Tax Lots 81022CB06300, 81022CB06900, and 81022CB07200 through the City's representative/broker. Motion was seconded and passed unanimously.

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

BUSINESS ITEMS

Mayor Balensifer noted Alisa Dunlap of Pacific Power, stating she was invited to explain about power reliability of the power grid related to power outages. He stated concerns were expressed to the commission about what can be done, what is being done and why is the power going out for longer periods, etc. Ms. Dunlap introduced herself and her colleagues, Director of Operations Kevin Freeman, Area Manager of Operations Jeremy Morris, and Clatsop County Operations Manager Nate Hankwitz. noted they will respond to questions on power reliability. Kevin Freeman responded to questions: What is the leading cause of non-weather-related outages? Mr. Freeman stated the leading cause of outages is equipment failure. The coastal environment, namely wind battering, is causing equipment decay and deterioration which is often not visible. He noted they have more work to do proactively and stated they have increased their number of linemen staff. He explained the issues that caused the last outage and the steps that were taken to fix it. Brief discussion followed on planned outages.

Mayor Balensifer noted the question on major retailers voicing concerns about the lack of communication from their account managers on the longevity of outages. Outages that lasted over 6 hours often causing them to dump refrigerated goods which then turn to foodstuff shortages. What is PPL doing to ensure

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these customers have reliable information and power? Ms. Dunlap stated that her team will own that – they have now established a direct line to their outage management person. The store managers can also contact her directly for information on outages.

What is being done to prevent future outages both weather and non-weather related? Mr. Freeman stated they get daily matrixes from their meteorology team, so they can scale up and move resources. He noted the Pacific Power weather website (pacificorpweather.com) which is comparable to NOHA and available to the public.

Mayor Balensifer asked if the code by which they build electrical infrastructure, the same here as it is in the valley? Mr. Freeman stated no, a lot is dependent on the coastal environment. Wind loading is definitely taken into account; also build to a stainless steel standard due to the coastal environment; they use specific conductors because of corrosion. Mayor Balensifer disclosed that he benefits from electrification, he works for an electric vehicle manufacturer, and he advocates for electrification at the legislature, and asked, with Oregon's policy shift to electrification, is the rural coastal power grid modernized enough or on track to be modernized enough to keep up with the state's ramped up timelines? Mr. Freeman stated the timelines are concerning for them as it will be a lot more work, but they do have groups looking ten years ahead to take that into account. He does feel they are well positioned and is confident but cannot speak to it directly. He noted he has not heard any concerns about being able to keep up with the transition. Mayor Balensifer asked if the aggressive timeline will cause rates to increase. Ms. Dunlap stated the aggressive timeline, depends on the sector you are talking about. She spoke of the electric vehicle portfolio and how it is growing leaps and bounds. She stated they do everything they can to keep the rates affordable, but yes, anytime you are talking about a significant load on a system or additional capacity resources that are needed, it will likely come with some sort of investment. She explained how the anticipation of load is modeled. Discussion continued.

Mr. Freeman addressed the question on what should elected officials tell people with fixed incomes (who cannot afford a generator), who have health concerns or refrigerated medicines and who rely on increasingly unreliable power outage duration estimates. He stated they do have resources available and encourage people to let us know who they are and where they live, so we can pivot and prioritize. There is also a pilot program for generators, and if people call in and request a generator, all that is needed is a signing of a waiver, and a lineman or meterman will come out and hook it up. He noted it is currently a pilot program but if it is utilized it will become more widely available.

Mr. Freeman noted the question about the Public Utilities Commission (PUC) and their ability to maintain or upgrade the grid. He noted other than fielding customer concerns and responding to audits to their system, the PUC is regulating our inspection and corrections process. He detailed the inspection process which is done by a third party, and the response/correction requirements.

Mayor Balensifer noted the question related to what benefits do Clatsop County residents get from PP&L having a monopoly on electric power, that they would get not from a PUD or power cooperative? Mr. Freeman stated their ability to scale is exceptional. They have contracts with large companies across the country that they regularly pull from. So, if a storm is bad enough, they can pull in contractors; they can also leverage for supply chain issues. Mayor Balensifer noted the city is happy to have Pacific Power and its crews here in Warrenton and thanked them for taking the time to come out and answer constituent's questions and concerns about power outages. He also noted he has heard nothing but great things about the cooperation between the city public works employees and Pacific Power. Brief discussion followed.

Police Chief Mathew Workman discussed street and traffic code amendments. He noted the previous work session and discussions and stated the ordinance/code updates have been reviewed by legal counsel. He noted there is a fiscal impact, due to need to purchase signs. Brief discussion followed.

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Commissioner Dyer made the motion to conduct the first reading, by title only, of Ordinance No. 1263, amending the various sections of the City of Warrenton Municipal Code and adding Section 10.04.350 and Chapter 10.20 as stated. Motion was seconded and passed unanimously.

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

Mayor Balensifer conducted the first reading of Ordinance No. 1263.

Ms. Moberg presented a lease agreement for Warrenton Kia, to continue their lease of the city parcels that are within the dealership lot.

Commissioner Poe made the motion to approve the lease with Kia Auto Dealership that is owned by Vince and Patricia Williams. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed the First Right of Refusal clause for the Kia dealership. She stated the city may look at selling the city parcels that are in landlocked within the dealership's lot but noted it will have to go to the voters. It was noted it would be made very clear in the ballot measure.

Commissioner Dyer made the motion to approve the right of first refusal clause with the Kia auto dealership that is owned by Vince and Patricia Williams. Motion was seconded and passed unanimously.

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

Ms. Moberg requested the temporary closure of City Hall to facilitate the remaining installation of new carpet. She noted the city will do their best to facilitate bill paying.

Commissioner Poe made the motion to approve the closure of City Hall offices May 31 through June 5, 2023, in order to remove old carpet and install new carpet. Motion was seconded and passed unanimously.

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

Ms. Moberg discussed the FEMA response letter, noting concerns with the flood plan, and noted they are asking us to agree to a plan we have not even seen yet, and noted potential litigation issues. She noted the city is very concerned it may shut down housing; the no net loss is very concerning with no plausible plan for us to even evaluate.

Commissioner Baldwin made the motion to authorize the Mayor's signature on a FEMA Biop letter. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Poe stated he recently talked to ODFW and the calm toxin numbers coming down and we may get an opening in the next 10-12 days.

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Commissioner Dyer stated he appreciated so many people in attendance.

Mayor Balensifer thanked all that attended the homelessness work session and the regular meeting. He read into the record a commendation from a constituent related to an interaction she had with one of our Law Enforcement Officers; from Tina Stacy, commending Officer McCoy for his kindness, dignity, respect, and quality service when responding to a car accident. Mayor Balensifer also noted one more reason to come to Morning with the Mayor is the fishing reports provided by Mr. Fowler.

There being no further business, Mayor Balensifer adjourned the meeting at 7:04 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

MINUTES
Warrenton City Commission
Work Session – April 25, 2023
5:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:00 p.m.

City Commissioners Present: Mayor Henry Balensifer, Tom Dyer (arrived at 5:03), Mark Baldwin, and Gerald Poe

Excused: Paul Mitchell

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Public Works Operation Manager Jim McCarthy, and City Recorder Dawne Shaw

Mayor Balensifer opened the Work Session and noted the purpose is to discuss a camping ordinance. Police Chief Mathew Workman noted the previous work session from October 2021, and the house bills on homelessness. He stated the two house bills that do apply to Warrenton, are HB 3115 and HB 3124. Chief Workman stated the difference with camping on private property vs public property and noted that majority of that camps in Warrenton are on private property, which are handled differently. He reviewed HB 3115 and noted it codified the Martin vs Boise ruling from the 9th Circuit. He stated when something is codified into law, we must set up our ordinances to abide with it, or you can be sued. He noted it is very unusual to have a ruling codified into law. Mayor Balensifer noted for the record, the problem with what the legislature did that by codifying *a currently still on appeal* ruling, they have essentially condemned us to fall under a law and a precedent that is by state law that if the federal law changes, we are still stuck under. So, with this rush of trying to figure out what to do with no resources, and if it gets abated by a federal ruling, we are still stuck with this mess until the legislature figures out what they are going to do.

Chief Workman noted the ordinances from Seaside and Astoria, and reviewed how they are approaching the camping issue. Mayor Balensifer noted how Seaside is managing the RV issue. He noted his concerns with the two different models, and asked Chief Workman what his preference was. Chief Workman stated there are pros and cons with both, a seaside model would be resource intensive and finding a site is very difficult. He noted we currently do not have an issue with camping on public lands, and his officers are concerned that if we go with the Astoria model, it may encourage them to come to public lands. He discussed each model and the issues. Discussion continued on Warrenton's sidewalk widths and fact that the majority are in ODOT right-of-way; also noted were other areas that would be prohibited.

Mayor Balensifer continued the discussion and asked if we can adopt a type of hybrid with a threshold that will kick in the alternative as needed. City Manager Esther Moberg noted her concerns of trying to do a hybrid, and that we would wind up doing both. Discussion continued.

Commissioner Baldwin noted his thoughts and concerns. He continued and suggested some land for free camping in Fort Stevens Park. Commissioner Dyer asked if the homeless would be subject to obey the laws such as offensive littering law; Chief Workman agreed, but noted it is debatable if it is just 'living.' He noted there needs to be regulations, but the ordinance must be objectively reasonable.

Mayor Balensifer discussed the working houseless persons that are living in their vehicles, that need a place to go, and asked if it is better to have a location for them or if a permit would be a better option. Chief Workman noted that when you try to bifurcate ordinances it can get very messy. He noted Seaside's permit as an example, which could be an option. Mayor Balensifer continued, noting the pros and cons of each model. Ms. Moberg reviewed the options, noting that if we do nothing and hope the status quo doesn't change, people will see that determine they can come into the city and can go wherever they want. The second option is to do something like Astoria, and designate locations – time, place, and manner, but then we have to move them along when daylight comes. We have seen in Astoria that people do not move along easily, so it takes a lot of staff resources. The third option is to set up a location, and if people came, we would have to spend resources on that as well. Mayor Balensifer asked if you have a location if you could put in rules, such as no drug use, that could be enforced. Ms. Moberg noted the Seaside permit does include rules for bad behaviors. Discussion followed on how enforcement would be managed, which could include being trespassed from that location.

Chief Workman again noted HB 3115 and the other city's models. Mayor Balensifer stated he is not opposed to the Seaside model, is better for downtown and residential areas, but his concern is staff being able to support it; discussion followed. Mayor Balensifer noted his preference is to avoid residential areas and commercial store fronts with camps in front of them; discussion continued. Mayor Balensifer reiterated his preference to avoid camps in residential areas and store fronts. Consensus was to lean toward Seaside's model if feasible. Mayor Balensifer noted it may include potential leased lands. Ms. Moberg briefly reviewed Seaside's process of clearing the camps. Mayor Balensifer summarized the goal, and stated he would be in favor of moving TLT funds around to fund it. He asked if anyone in the audience wished to make public comment on the issue; there were no comments.

There being no further business, Mayor Balensifer adjourned the work session at 5:48 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Volume 15, Issue 9

Monthly Finance Report
March 2023

May 9, 2023

Economic Indicators

	Current	1 year ago
◆ Interest Rates:		
LGIP :	3.75	.50%
Prime Rate:	8.00%	3.50%
◆ CPI-U change:	5.0%	8.5%
◆ Unemployment Rates:		
Clatsop County:	unavail.	4.1%
Oregon:	4.4%	3.5%
U.S.:	3.5%	3.6%

Department Statistics

◆ Utility Bills mailed	3,273
◆ New Service Connections	7
◆ Reminder Letters	431
◆ Door Hangers	85
◆ Water Service Discontinued	8
◆ Counter payments	444
◆ Mail payments	1,035
◆ Auto Pay Customers/pmts	686
◆ Online (Web) payments	1,351
◆ Checks issued	324

Current and Pending Projects

- ◆ ARPA Funding (report due April 30, 2023)
- ◆ 2024-2029 Capital Improvement Program
- ◆ 2023-2024 Budget Preparation (Budget Committee Meeting May 16, 2023)

Financial Narrative as of March 31, 2023

Note: Revenues and expenses should track at 9/12 or 75% of the budget.

General Fund: Year to date revenues amount to \$4,024,385, which is 70.7% of the budget, compared to the prior year amount of \$3,732,942, which was 81.7% of the budget and are up by \$291,443. Increases are shown in property taxes, franchise fees, state revenue sharing, park charges, interest, housing rehab loan payments and lease receipts and are offset by decreases in transient room tax, municipal court, planning fees, police charges, fire charges, and miscellaneous.

Expenses year to date amount to \$3,886,472, which is 61.8% of the budget, compared to the prior year amount of \$3,557,252, which was 69.8% of the budget. All departments are tracking under budget.

WBL: Business license revenue amounts to \$83,660, compared to \$61,080 at this time last year, a difference of \$22,580. A rate increase on July 1, 2022 has contributed to this difference. Year to date licenses issued is 769 compared to 707 at this time last year.

Building Department: Permit revenues this month amount to \$15,334 and \$194,002 year to date, which is 63.5% of the budgeted amount. Last year to date permit revenue was \$172,476, 52.7% of the budget.

State Tax Street: State gas taxes re-

ceived this month amount to \$31,039 for fuel sold in February and \$328,119 year to date. City fuels taxes received this month amount to \$24,806 for fuel sold in January and are \$217,191 year to date. Total gas taxes received year to date are \$545,310 compared to \$518,342 at this time last year.

Warrenton Marina: Total revenues to date are \$691,536, 96.5% of the budgeted amount, compared to the prior year amount of \$669,974, which was 105.6% of the budgeted amount. There is \$21,235 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$412,953, 107.4% of the budgeted amount, compared to the prior year amount of \$413,449, which was 117.6% of the budgeted amount. There is \$600 in moorage receivables outstanding.

Of the total outstanding receivables:

\$9,202 (42.1%) is current,

\$3,431 (15.7%) is 30-60 days past due,

\$1,014 (4.7%) is 60-90 days past due and

\$8,188 (37.5%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$157,935 and \$84,412, and \$1,967,218 and \$1,274,823 year to date for in-city and out-city respectively and totals \$3,242,041 and is 79.4% of the

budget. Last year at this time, year to date fees were \$1,850,932 and \$1,162,023, for in-city and out-city, respectively and totaled \$3,012,955.

Sewer Fund: Utility fees charged this month are \$214,344 and \$2,009,176 year to date, which is 74.6% of the budget. Last year at this time, year to date fees were \$1,922,852. Shoreline Sanitary fees year to date are \$105,671. Total revenues year to date are \$2,294,993 compared to \$2,070,246 at this time last year, an increase of \$224,747.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$42,855 and \$401,777 year to date and is 74.6% of the budget. Last year to date revenues were \$384,475 which was 78.6% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$91,458 and \$19,173, and \$806,973 and \$172,410, year to date, and are 66.2% and 76% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$18,929 and is 135.2% of the budget. Last year to date revenue was \$9,777, which was 75.2% of the budget.

Financial data as of March, 2022

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,131,308	1,885,860	1,100,000	171.44
Plus: Revenues	291,790	4,024,385	5,691,876	70.70
Less: Expenditures				
Municipal Court	12,481	115,440	188,871	61.12
Admin/Comm/Fin(ACF)	141,537	950,202	1,385,311	68.59
Planning	21,128	215,366	439,126	49.04
Police	138,409	1,451,957	2,189,639	66.31
Fire	74,985	692,782	1,034,854	66.94
Parks	7,925	73,480	160,746	45.71
Transfers	2,860	387,245	891,451	43.44
Total Expenditures	399,325	3,886,472	6,289,998	61.79
Ending Fund Balance	2,023,773	2,023,773	501,878	403.24

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	114,560	68,931	59,000	116.83
Plus: Revenues	839	85,759	61,350	139.79
Less: Expenditures	800	40,091	66,307	60.46
Ending Fund Balance	114,599	114,599	54,043	212.05

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	623,832	736,201	640,000	115.03
Plus: Revenues	17,896	209,852	309,088	67.89
Less: Expenditures	28,237	332,562	455,954	72.94
Ending Fund Balance	613,491	613,491	493,134	124.41

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,835,093	2,778,651	2,100,000	132.32
Plus: Revenues	75,878	997,636	2,738,420	36.43
Less: Expenditures	27,376	892,692	4,739,670	18.83
Ending Fund Balance	2,883,595	2,883,595	98,750	2,920.10

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	464,334	323,922	300,000	107.97
Plus: Revenues	25,672	691,536	716,879	96.46
Less: Expenditures	47,991	573,443	818,225	70.08
Ending Fund Balance	442,015	442,015	198,654	222.50

Financial data as of March 2022, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	380,070	206,211	290,000	71.11	1,192,112	1,878,545	2,000,000	93.93
Plus: Revenues	7,583	412,953	384,552	107.39	281,775	3,461,357	6,708,062	51.60
Less: Expenditures	26,434	257,945	534,261	48.28	166,814	4,032,829	7,747,678	52.05
Ending Fund Balance	<u>361,219</u>	<u>361,219</u>	<u>140,291</u>	<u>257.48</u>	<u>1,307,073</u>	<u>1,307,073</u>	<u>960,384</u>	<u>136.10</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	3,025,185	2,978,750	2,700,000	110.32	1,908,093	1,661,698	1,500,000	110.78
Plus: Revenues	254,077	2,294,993	2,904,261	79.02	48,883	436,475	844,912	51.66
Less: Expenditures	123,225	2,117,706	4,748,317	44.60	17,589	158,786	1,947,361	8.15
Ending Fund Balance	<u>3,156,037</u>	<u>3,156,037</u>	<u>855,944</u>	<u>368.72</u>	<u>1,939,387</u>	<u>1,939,387</u>	<u>397,551</u>	<u>487.83</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	509,925	504,966	445,000	113.48	26,463	21,718	18,500	117.39
Plus: Revenues	113,077	999,111	1,449,344	68.94	3,029	26,937	18,800	143.28
Less: Expenditures	61,390	942,465	1,633,871	57.68	1,657	20,820	29,096	71.56
Ending Fund Balance	<u>561,612</u>	<u>561,612</u>	<u>260,473</u>	<u>215.61</u>	<u>27,835</u>	<u>27,835</u>	<u>8,204</u>	<u>339.29</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	258,840	162,397	160,000	101.50	8,299	9,011	12,184	73.96
Plus: Revenues	4,742	265,637	254,179	104.51	22,987	247,271	6,141,636	4.03
Less: Expenditures	18,871	183,323	303,013	60.50	22,951	247,947	6,153,820	4.03
Ending Fund Balance	<u>244,711</u>	<u>244,711</u>	<u>111,166</u>	<u>220.13</u>	<u>8,335</u>	<u>8,335</u>	<u>-</u>	<u>-</u>

Financial data as of March 2022, continued

(\$ Cash Balances as of March 31, 2023

General Fund	2,402,607	Warrenton Marina	433,007	Storm Sewer	1,889,399
WBL	114,599	Hammond Marina	368,085	Sanitation Fund	442,916
Building Department	617,509	Water Fund	1,109,054	Community Center	29,750
State Tax Street	3,007,610	Sewer Fund	2,916,062	Library	246,422

Warrenton Urban Renewal Agency

Capital Projects	33,237
Debt Service	3,234,389

General Fund Revenues	Collection Frequency	Actual as a % of		Collections/Accruals		(over) under budget
		2022-2023 Budget	Current Budget	Year to date		
				March 2023	March 2022	
Property taxes-current	AP	1,229,211	102.58	1,260,926	1,185,308	(31,715)
Property taxes-prior	AP	30,000	96.54	28,963	16,802	1,037
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	612,000	63.32	387,539	383,364	224,461
COW - franchise fees	M	330,319	71.96	237,702	227,288	92,617
Transient room tax	Q	622,492	62.60	389,656	393,226	232,836
Liquor licenses	A	575	108.70	625	575	(50)
State revenue sharing	MQ	195,819	65.00	127,289	109,655	68,530
Municipal court	M	128,700	45.08	58,024	79,989	70,676
Planning Fees	I	110,500	35.00	38,670	63,126	71,830
Police charges	I	18,000	108.89	19,601	32,511	(1,601)
Fire charges	SM	112,329	86.24	96,868	112,928	15,461
Park charges	I	-	0.00	1,065	795	-
Housing rehab loan payments	I	-	0.00	9,032	-	-
Miscellaneous	I	3,000	487.83	14,635	15,014	(11,635)
Interest	M	8,000	673.53	53,882	6,632	(45,882)
Lease receipts	M	220,002	82.66	181,863	170,398	38,139
Proceeds from sale of assets	I	-	0.00	1	-	(1)
Grants	I	-	0.00	-	-	-
Sub-total		3,620,947	80.26	2,906,341	2,797,611	714,606
Transfers from other funds	I	685,618	0.00	167,842	-	517,776
Overhead	M	1,385,311	68.59	950,202	935,331	435,109
Total revenues		5,691,876	70.70	4,024,385	3,732,942	1,667,491

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

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

S - semi-annual

I - intermittently

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

R - renewals due in July and new licenses intermittently

A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2023. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

MINUTES
Marina Advisory Board
March 20, 2023
Warrenton City Hall – Commission Chambers
225 S Main
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:04 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Mike Balensifer, Malcom Cotte

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

CONSENT CALENDAR

Meeting minutes from 2.27.2023 were presented by staff.

Mike Balensifer made motion to approve minutes. Motion was seconded and passed unanimously.

DISCUSSION

Harbormaster Jane Sweet gave an update on the Hammond Gangways; gangways have arrived and staff is working to get them placed.

Harbormaster Jane Sweet gave an update on the Hammond Bank Stabilization, the permit is already in place and the next step is to submit engineered plans. Staff to put barricades up on the south side to limit traffic over the area.

The committee discussed marina rates and decided to review daily and monthly rates at next meeting.

Chairperson Pam Ackley shared about her adopt a marina program and liter control group ideas, programs to help get the marinas additional funding and keep them looking their best. Committee was in unanimous support of moving to next steps to start program. Chairperson Ackley will be finalizing formatting details and working to move to next steps to implement program.

The next Marina Advisory meeting is set for April 17, 2023 at 2pm at the Warrenton Commission Chambers.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 3:50 p.m.

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

APPROVED:

ATTEST:

Pam Ackley

Pam Ackley, Marina Advisory Board Chairperson

Jane Sweet

Jane Sweet, Harbormaster

Signature: 
Pam Ackley (Apr 19, 2023 11:53 PDT)

Email: pamackley@windermere.com

Signature: 

Email: jsweet@ci.warrenton.or.us

MINUTES
 Warrenton Parks Advisory Board
 February 13th, 2022
 Warrenton City Hall – Commission Chambers
 225 South Main Avenue, Warrenton, OR 97146

1. CALL TO ORDER

Parks Board Members Present: Chairperson Bert Little, Carol Snell, Brooke Terry, Anya Schauermann (Zoom), Sammi Beechan (Zoom)

Parks Board Members Absent: Ron Dyer, Michelle Murray

City Staff Present: Henry A. Balensifer III, Mayor; Esther Moberg, City Manager; Greg Shafer, Interim Public Works Director; Richard Rempfer, Public Works Foreman; Twyla Vittetoe, Public Works Analyst; Jessica McLean, Public Works Executive Secretary

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

Chairperson Bert Little made motion to add Hammond Community Garden Relocation to the business items. There were no objections.

- a. **Review Minutes of December 12th, 2022 Meeting**—Carol Snell made the motion to approve the minutes of the December 12th meeting. Board member Brooke Terry seconded the motion, and all board members were in favor.

4. REPORTS

- a. **Warrenton Kids, Inc.** – Debbie Little shared that the field use agreement has been signed by City of Warrenton and WKI, Inc. From March to July 31st, they will be utilizing all four fields. Bullpen is progressing as scheduled.
- b. **Public Works Operations** – Introduction of Greg Shafer, Interim Public Works Director. Even if term is short, will be fully involved with parks projects. Acting operations manager will also be actively involved with parks.

5. BUSINESS ITEMS

- a. **BMX Bike Track**—Erik Luysterborghs presented a document to clarify his proposal (attached as Exhibit A). Clarified that this is a bike park, not just a racetrack. Aware that DEQ will have stringent specifications. Bert Little made a motion to move recommendation to the City Commission, all board members were in favor. Debbie Little can help with writing and submitting recommendations to the City Commission.
- b. **Hammond Community Garden Relocation to Triangle Park**—Bert Little introduced an idea that the Triangle Park may be used as location site for Hammond Community Garden. Mayor Balensifer pointed out that there are multiple city-owned locations and

suggested a subcommittee could be formed with Rick Jasper to survey and assess different sites to see if other locations may be more suitable for the garden. City Manager Moburg advised that other considerations when choosing park location are flooding, amount of sun, the park will need elk fencing, size of location, water availability, as well as materials needed. Bert made a motion to form a subcommittee with Brooke Terry and Sammi Beechan, subcommittee was formed.

6. DISCUSSION ITEMS

- a. **Cornhole tournament progress, subcommittee members**—Brooke Terry has been working to recruit for subcommittee. Kelly from Seaside is a good resource for planning, and David Reed has good information about contacting Fort George or Clatsop Distributing. Would like to look for sponsors and use the City's social media to advertise. Will have a date by next meeting, leaning towards August 28th. Cornhole board manufacturer gave option to help us have others bring boards versus purchasing the boards. The committee will discuss whether we want to purchase, how many, and how to pay for them.
- b. **Warrenton High School trail signs progress**—Bert Little said the students have designed signs with QR codes, and they will be presenting to PAB to approve. Bert will meet with the instructor and plan date for them to present. May be an ongoing project that each class year will participate in. Sammi Beechan recommended that students could look at QR codes from Fort Stevens disc golf course if they are looking for ideas.
- c. **'Welcome to Hammond' sign**—Jessica McLean said the sign has been ordered, and public works will install sign. Bert Little was making sure there would be room at the Triangle Park to put sign in around improvements that the PAB would like to make to that area. Esther confirmed that yes, there will be room.
- d. **Parks field use and concession agreements**—Debbie Little shared that the field use agreements have been signed. Warrenton Kids Inc will schedule the use of the fields and give all the information to Astoria, so they are aware of when the fields are available. Teams can practice when there is an open field. The City has no responsibility for scheduling. Mandatory that coaches sign a Coach's Code of Conduct.
- e. **Skipanon Park updates**—Rick Rempfer, public works foreman, presented that Skipanon Park sign has been installed, this is the sign Warrenton High School will add information to. Public works will install signs that the school provides. Recently replaced two picnic tables that had gone missing. Wire around dock area was replaced.
- f. **Pacific Rim Park, removing dirt**—Rick Rempfer indicated that dirt had been moved across the street, and a large portion of the dirt will need to be used for second phase. Rick contacted fence installation company to do a warranty repair on section of fence blown over in windstorm. BBQ pit is ordered. Rick asked if PAB has any plan of installing more signs, beyond the city park signs, and 'no dogs allowed'. 'No smoking' signs were also requested. Bert recommended moving the picnic tables to the opposite side of the park from the buildings.
- g. **Funding for parks**—Bert Little indicated that PAB may potentially want to become a Parks District to get more funding for parks projects. City Manager Moberg said

community support is needed and considerations would be timing, staffing, and equipment needed. Esther explained that a parks district is funded of itself and an independent, as well as self-governing. No longer a Parks Advisory Board, but a Parks Executive Board, that oversees budget and staff. Carol replied that PAB is not looking to go that way. Esther explained another option is asking for a levy, to form a new department within the city, such as a Parks Department, where funding would come from taxes. A third option may be a non-profit 501c3 that forms to support only the parks, and gets donations, and then donations go to fund parks—the non-profit is an entity separate from the city, like the Friends of the Library. Mayor Balensifer added that an operations levy only lasts five years and has to be pursued every five years. The City would have to consent to release the parks. For the record, Mayor Balensifer is neither saying that he supports this, nor that he is opposed to it. Options for funding would be utility fees added onto utility bills, but he cautions strongly that more grass-roots, on-ground analysis needs to be done to understand how much citizens support the parks, and to understand what people are willing to pay for this. It's a good conversation but will take more research about support. For instance, the library did a lot of work to propose a small increase in taxes, and it did not pass. In 2020, the City Commission approved certain fundraisers for parks. Mayor Balensifer will email this information, per request by Sammi Beechan. Brooke Terry asked if the public can be offered an option on utility bills to donate to parks. City Manager Moburg commented that it would take research into how much staff time in tracking donations this would take, and where the donation money would be held, and said if there was a non-profit that could go after those, it would probably be an easier pass-through because people then see that. Not impossible for the City, would just need mechanism to do so.

- h. **Fort Stevens parade grounds maintenance**—Bert Little informed board that there have been sticker weeds at parade grounds since 1963, and efforts to get rid of them have been unsuccessful. Kids are unable to play in the park due to this. Otherwise, the park looks good. No suggestions to alleviate the issue were forthcoming.
- i. **Dogipot station locations**—Bert suggested Skipanon Park for a Dogipot location, Rick let us know that there is a Dogipot next to the sign they just installed.

7. ADJOURNMENT

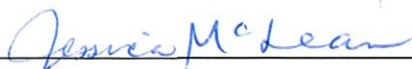
There being no further business, Chairperson Bert Little adjourned the meeting at 5 p.m. Next regular meeting is scheduled for April 10th, 2023, at 4:00 p.m.

Approved



Bert Little, Parks Advisory Board Chair

Attest



Jessica McLean, Public Works Executive Secretary



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: May 9, 2023
 SUBJ: Public Hearing - Street Vacation Petition No. 158; Ordinance No. 1264

SUMMARY

At its April 11, 2023 meeting, the City Commission set a Public Hearing date of May 9, 2023 for Street Vacation Petition No. 158, for a portion of an undeveloped street known as SE 11th Street. A map of the portion of street to be vacated is attached, as well as a copy of the petition from petitioner Don Hall. Notice requirements under ORS 271.110 are met with the required publications and posting. This is a public hearing, to allow the public the opportunity to speak either in favor or against the proposed vacation.

Staff has prepared an Ordinance for its first reading, if after the Public Hearing, the Commission determines it appropriate to complete the vacation.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Ordinance No. 1264; an Ordinance Vacating a Portion of 11th Street, an Undeveloped Street Rights-of-way in the City of Warrenton, Oregon."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

The applicant has paid the \$750 street vacation processing fee. Recording costs considered in FY 2022-2023 budget.

Approved by City Manager:

ORDINANCE NO. 1264

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE VACATING A PORTION OF SE 11th STREET,
IN THE CITY OF WARRENTON, OREGON

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate a portion of an undeveloped street in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, May 9, 2023, in the Commission's Chambers at Warrenton City Hall; and

WHEREAS, due notice of time and place for said hearing was given, as by law required;

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

Section 1. The public rights-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as a portion of SE 11th Street and more particularly described in Exhibit A, is hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

Section 2. The City Recorder of the City of Warrenton is hereby ordered to make this vacation a matter of public record; and it is expressly provided that the petitioner shall forthwith pay the costs of the necessary changes of public records, as required by law, and it is hereby provided that the City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2023.

First Reading:

Second Reading:

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

S&F Land Services

1725 N. Roosevelt Dr. Suite B Seaside OR 97138
503-738-3425 – www.sflands.com

PROJECT NO.: 22-191-27
DATE: 3/15/2023
INITIALS: TLO

LEGAL DESCRIPTION
PROPOSED VACATION OF PORTION OF 11TH STREET

A 70.00 FOOT WIDE PORTION OF 11TH STREET (FORMERLY 16TH STREET) LOCATED IN THE SOUTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 8 NORTH, RANGE 10 WEST OF THE WILLAMETTE MERIDIAN, IN THE CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHEAST CORNER OF LOT 5, BLOCK 74, WARRENTON PARK RECORDED IN BOOK 3 PAGE 10, RECORDS OF CLATSOP COUNTY, OREGON;

THENCE NORTH 00°11'00" WEST A DISTANCE OF 70.00 FEET ALONG THE WEST LINE OF THAT PORTION OF 11TH STREET VACATED PER ORDINANCE NO. 943-A, TO THE SOUTHEAST CORNER OF LOT 12, BLOCK 71, WARRENTON PARK;

THENCE ALONG THE SOUTH LINE OF BLOCK 71 WARRENTON PARK, SOUTH 89°49'00" WEST, A DISTANCE OF 125.60 FEET, MORE OR LESS TO THE EASTERLY RIGHT OF WAY OF THE WARRENTON – ASTORIA HIGHWAY, MARLIN AVENUE;

THENCE ALONG SAID EAST RIGHT-OF-WAY, SOUTH 17°31'28" WEST, A DISTANCE OF 7.85 FEET, MORE OR LESS TO AN ANGLE POINT;

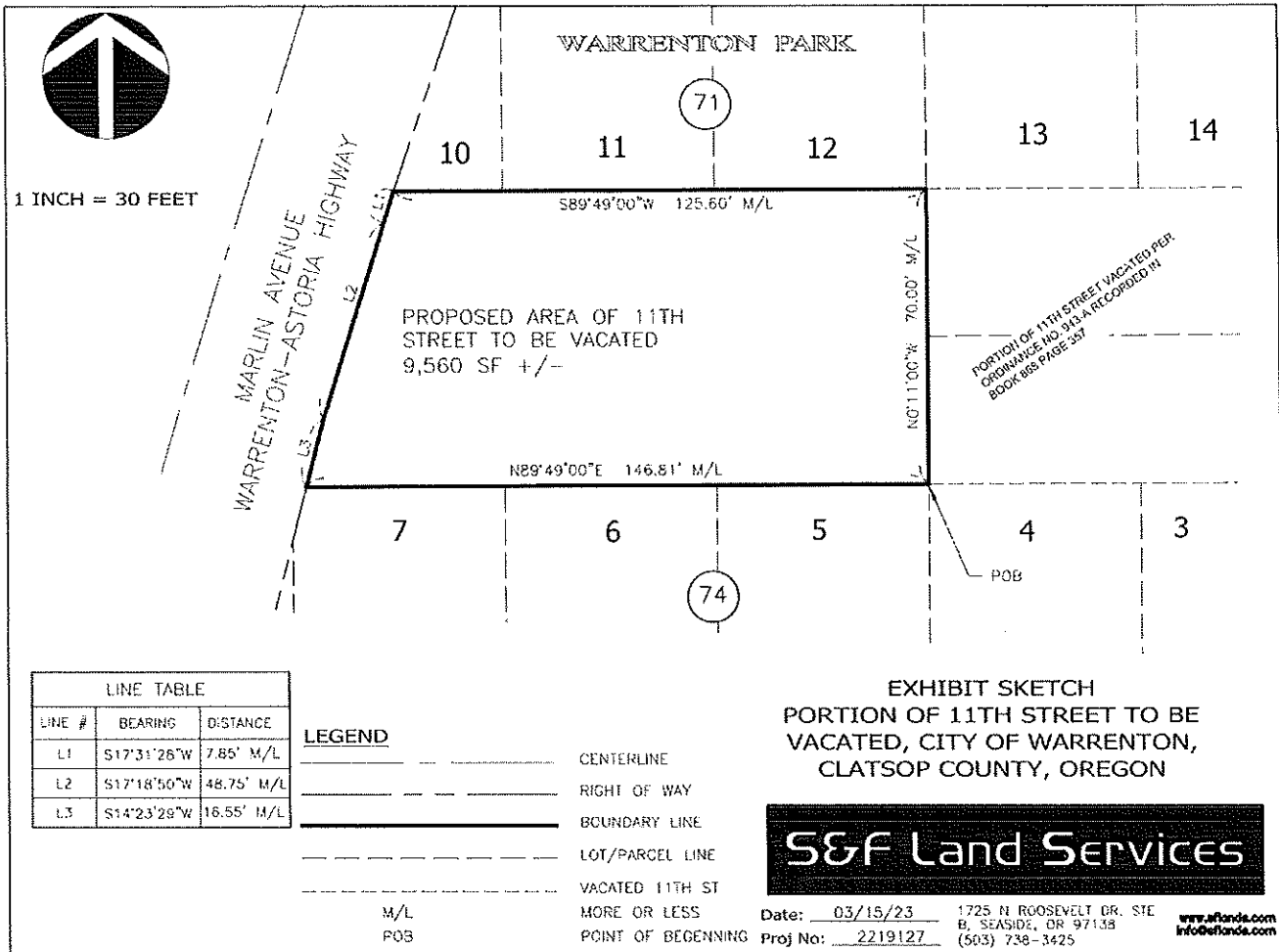
THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY, SOUTH 17°18'50" WEST, A DISTANCE OF 48.75 FEET, MORE OR LESS TO AN ANGLE POINT;

THENCE CONTINUING ALONG SAID EAST RIGHT-OF-WAY, SOUTH 14°23'29" WEST, A DISTANCE OF 16.55 FEET, MORE OR LESS TO A POINT ON THE NORTH LINE OF BLOCK 74, WARRENTON PARK;

THENCE ALONG THE NORTH LINE OF BLOCK 74, WARRENTON PARK, NORTH 89°49'00" EAST, A DISTANCE OF 146.81 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEARINGS BASED ON CLATSOP COUNTY NUMBER B-14198.

CONTAINING 9,560 SQUARE FEET, MORE OR LESS.





AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: May 9, 2023

SUBJ: Ordinance No. 1263 Second Reading

SUMMARY

The City Commission conducted the first reading of Ordinance No. 1263 on April 25, 2023. This will be the second reading and adoption.

RECOMMENDATION/SUGGESTED MOTION

Conduct the second reading of Ordinance No. 1263 and adopt Ordinance No. 1263.

"I move to conduct the second reading, by title only, of Ordinance No. 1263."

AND

"I move adopt Ordinance No. 1263."

ALTERNATIVE

Do not conduct the second reading and adoption of the Ordinance and the code language will remain as it currently is.

FISCAL IMPACT

There will be slight fiscal impact if the code is changed as we will need to purchase and install signage at various locations where items are regularly transferred from vehicles to people.

ATTACHMENTS:

- Proposed Ordinance No. 1263.

Approved by City Manager: _____

Esther Molberg

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

ORDINANCE NO. 1263

Introduced by All Commissioners

AN ORDINANCE AMENDING CHAPTER 9.04 "OFFENSES" AND CHAPTER 10.04 "TRAFFIC REGULATIONS" OF THE WARRENTON MUNICIPAL CODE AND ADDING SECTION 10.04.350 "HEARING TO CONTEST VALIDITY OF IMPOUNDMENT" AND CHAPTER 10.20 "UNLAWFUL TRANSFER ON A HIGHWAY OR STREET" TO THE WARRENTON MUNICIPAL CODE

WHEREAS, the City last addressed these chapters of the City's Municipal Code in 1989; and

WHEREAS, the language of the code needs to be updated to be consistent with current vehicle descriptions, current legal approaches, and current court rulings; and

WHEREAS, the city needs to be able to address and regulate activity that occurs on our streets, sidewalks, and public rights-of-way to promote health, safety, and the flow of pedestrian and vehicular traffic;

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

Section 1. Warrenton Municipal Code Section 9.04.010 Oregon Criminal Code Adopted is hereby amended to read as follows:

9.04.010 Oregon Criminal Code Adopted.

- (A) Oregon Revised Statutes, Chapters 161, 162, 163, 164, 165, 166 and 167, except for any provision classified as a felony under state law, are adopted by reference. Violation of an adopted provision of those chapters is an offense against this City.
- (B) The provisions of Oregon Revised Statutes, Chapter 161, relating to defenses, burden of proof, general principles of criminal liability, parties, and general principles of justification apply to offenses defined and made punishable by this chapter.
- (C) Except where the context clearly indicates a different meaning, definitions appearing in the general definitional and other particular sections of chapters adopted by subsection A of this section are applicable throughout this chapter.

Section 2. Warrenton Municipal Code Section 9.04.200 Prohibited Activity On Streets, Sidewalks, and Public Right-of-Way is hereby amended to read as follows:

9.04.200 Prohibited Activity On Streets, Sidewalks, and Public Right-of-Way.

No person shall use or occupy any portion of a street, sidewalk, or public right-of-way for the following purposes unless the person has first obtained a permit to do so from the City:

- (A) Selling or vending goods, wares, or merchandise.

- (B) Cooking or distributing food in connection with an event or other large gathering (ten or more individuals).
- (C) Distributing any other items for free or otherwise, except to the extent that such items are distributed as an expression of that person's freedom of speech, religion, or other expression protected by the First Amendment of the United States Constitution.

Notwithstanding the foregoing, the City shall not enforce this Section to restrict houseless individuals within City limits from using rudimentary forms of protection from the elements.

Section 3. Warrenton Municipal Code Section 10.04.020 Applicability of State Traffic Laws is hereby amended to read as follows:

10.04.020 Applicability of State Traffic Laws.

By virtue of the authority contained in Oregon Revised Statutes Section 221.330, Oregon Revised Statutes, Chapters 153, 743 and 801 through 823, inclusive, as now constituted, are adopted by this reference, section by section, word by word, in their entirety, except as expressly amended within this code, in all respects to the same legal force and effect as if set forth in full, and the City Municipal Court shall follow the procedure of such statutes with respect to traffic infractions, including for the disposition of abandoned vehicles.

Section 4. Warrenton Municipal Code Section 10.04.030 Definitions is hereby amended to read as follows:

10.04.030 Definitions.

- (A) In addition to those definitions contained in the Oregon Vehicle Code (ORS chapters 801 through 826), the following words or phrases in this Title 10, except where the context clearly indicates a different meaning, shall mean:

“Abandoned vehicle” means a vehicle that has been left in the same location, or within a five-hundred-foot radius of its earlier position on public property for at least twenty-four (24) consecutive hours and one or more of the following existing conditions:

- 1) The vehicle license plate or registration sticker has expired or has been canceled or altered, or the vehicle has a license plate from another vehicle.
- 2) The vehicle has no license plate or registration sticker.
- 3) The vehicle appears to be inoperative or disabled. A vehicle may be inoperative or disabled if it is affected by any one or more of the following conditions: (A) not in operating condition or apparently requires repairs to be in operating condition; (B) has broken headlights/taillights, broken windows, or flat tires, (C) is unable to move a distance of twenty (20) feet under its own power on a flat surface.
- 4) The vehicle appears to be wrecked, partially dismantled or junked including vehicles that lack an engine, transmission, wheel, tire, door, body panel, windshield, window, or any other part or equipment necessary to operate safely on the highways of this state.

- 5) The records of the Oregon Department of Transportation identify the vehicle as sold and the current owner of the vehicle has not registered the vehicle as required by state law.

“Bus stop” means a space on the edge of a roadway designated by sign for use by buses for loading and unloading of passengers.

“Electric assisted bicycle” or “E-bike” shall be as defined by ORS 801.258 (2020).

“Hazardous vehicle” means a vehicle left in a location or condition such as to constitute an immediate threat to public health and safety, the environment, or the safety of vehicular or pedestrian traffic, or in a manner prohibited code. Such locations and conditions include, but are not limited to:

- 1) The vehicle is blocking, impeding, or interfering with the vision or normal flow of vehicular, bicycle or pedestrian traffic on public streets and sidewalks;
- 2) The vehicle poses an immediate danger to the public or environmental safety, such as a vehicle with leaking gray or black water, or leaking other fluids that are at risk of entering into the public storm drains or causing a hazardous road condition;
- 3) The vehicle is subject to extreme vandalism (broken lamps, parts hanging off, slashed/damaged tires, safety equipment removed or damaged, etc.) or shattered glass;
- 4) The vehicle is parked or left standing on a street, public parking lot, or other area where immediate access is needed, or could be needed in the event of an emergency, by the fire department or the police department and their respective equipment;
- 5) The vehicle is parked or left standing on a street where snow removal equipment will soon clear the street and removal of the vehicle is reasonably necessary in order to clear the street;
- 6) The vehicle is blocking or within ten (10) feet of a fire hydrant.

“Highway, right-of-way, road or street” means the vehicular travel or turning lane or any associated shoulder, driveway or traffic divider area within the right-of-way where vehicles are reasonably expected to be encountered.

“Holiday” means New Year’s Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other proclaimed by the Commission to be a holiday.

“Loading zone” means a space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours or specified days.

“Motor vehicles” means a vehicle propelled or powered by a motor such as an automobile, bus, truck, tractor, farm machinery, motorcycle, two-wheeled scooter, moped, all-terrain vehicle, aircraft, recreational vehicle, golf cart, and go-cart. This definition includes a vehicle that is towed such as a trailer, camper shells, wheeled towing frames, semi-tractor trailers utility trailers, and towable boats.

This definition does not include electric assist bicycles, small engine lawn mowers, self-balancing personal transportation devices such as a Segway and devices of similar scale.

“Person” means a natural person, firm partnership, association or corporation.

“Storage” means the placing or leaving of a vehicle at the same location, or within a five hundred (500) foot radius of such location, for a period of time in excess of (A) seventy-two (72) consecutive hours if such vehicle or property is located adjacent to the owner’s address and meets the requirements of 10.04.140.B, and (B) twenty-four (24) consecutive hours for all other located vehicles [or personal property].

“Street” means highway, road or street as the same are defined in ORS 801.110, 801.305, 801.450 and 801.535, including the entire width of the right-of-way.

“Taxicab stand” means a space on the edge of a roadway designated by sign for use by taxicabs.

“Traffic lane” means that area of the roadway used for the movement of a single line of traffic.

“Vehicle,” as used in subsequent sections of this chapter, includes bicycles as well as electric assisted bicycles and any device in, upon or by which any person, animal or property is or may be transported, drawn or moved upon a street, highway, waterway or airway and includes vehicles that are propelled or powered by any means, including motor vehicles.

(B) As used in this chapter, the singular includes the plural, and the masculine includes the feminine.

Section 5. Warrenton Municipal Code Section 10.04.160 Prohibited Parking or Standing is hereby amended to read as follows:

10.04.160 Prohibited Parking or Standing.

In addition to the State motor vehicle laws prohibiting parking, as adopted pursuant to 10.04.020, no person shall park or stand:

- (A) A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of thirty (30) consecutive minutes.
- (B) A vehicle upon a bridge, viaduct or other elevated structure used as a street, or within a street tunnel, unless authorized.
- (C) Any vehicle having an overall width in excess of six feet, six inches between the hours of 7:00 p.m. and 4:00 a.m. of the following day except for loading or unloading, or in an emergency, on any street in a residential zone. A vehicle described in the preceding sentence may park in an industrial or commercial zone during the hours described in the preceding sentence, unless the roadway width is less than thirty-four (34) feet from curb to curb.

(D) No person shall park a vehicle, whether occupied or not, or place any obstruction that would impede mail delivery or create a hazard, in front of or within 15 feet on either side of a curbside mailbox or other place where mail is received or deposited, on postal delivery days between 8:00 a.m. and 6:00 p.m., except in the following instances:

- 1) Except when necessary to avoid conflict with other traffic, or
- 2) In compliance with law or directions of a police officer or official traffic control device, or
- 3) Momentarily to pick up or discharge a passenger or passengers.

Section 6. Warrenton Municipal Code Section 10.04.170 Prohibited Practices is hereby amended to read as follows:

10.04.170 Prohibited Practices.

No person shall do any of the following upon a street, right-of-way, or other public property:

- (A) Displaying the vehicle for sale.
- (B) Repair or service a vehicle, except when repairs are necessitated by an emergency.

Section 7. Warrenton Municipal Code Section 10.04.260 Citation on Illegally Parked Vehicle is hereby amended to read as follows:

10.04.260 Citation on Illegally Parked Vehicle.

- (A) Whenever a vehicle without an operator is found parked in violation of a restriction imposed by any portion of this Title 10 chapter other than those provisions regarding abandoned vehicles, stored vehicles, or hazardous vehicles, the officer finding the vehicle shall take its license number and any other information displayed on the vehicle which may identify its owner, and shall conspicuously affix to the vehicle a traffic citation instructing the operator to answer to the charge against him or her or pay the penalty imposed within 10 days during the hours and at a place specified in the citation.
- (B) Whenever a City officer finds an abandoned or wrongfully stored vehicle, the officer finding the vehicle shall, in either case, provide advance notice substantially similar to the form, substance, and time periods provided under ORS 819.110 and ORS 819.179.

Section 8. Warrenton Municipal Code Section 10.04.270 Failure To Comply with Traffic Citation Attached to Parked Vehicle is hereby amended to read as follows:

10.04.270 Failure To Comply with Traffic Citation Attached to Parked Vehicle.

- (A) For all violations of this Title 10 other than a violation due to an abandoned vehicle, stored vehicle, or hazardous vehicle, if the operator does not respond to a traffic citation affixed to a vehicle within a period of 10 days, the City Manager may send to the owner of the vehicle to which the traffic citation was affixed a letter informing the owner of the violation and warning him or her that in the event that the letter is disregarded for a period of 30 days.

- 1) The fine will be double.
- 2) If the vehicle has four or more outstanding citations or \$100.00 or more in unpaid fines, it may be impounded. Impounded vehicles shall only be released in accordance with Section 10.04.310.
- 3) For all violations due to an abandoned vehicle or a stored vehicle, if the operator does not respond within the required time period, the City may impound the vehicle according to Article VIII.

Section 9. Warrenton Municipal Code Section 10.04.310 Impoundment of Vehicles is hereby amended to read as follows:

10.04.310 Impoundment of Vehicles.

- (A) Notwithstanding Article VII, whenever a vehicle is a hazardous vehicle, a police officer shall order the owner or operator of the vehicle to remove it. If the vehicle is unattended, the officer may cause the vehicle to be immediately towed without notice and stored at the owner's expense. The owner shall be liable for the costs of towing and storing, notwithstanding that the vehicle was parked by another or that the vehicle was initially parked in a safe manner but subsequently became a hazardous vehicle. The City shall provide notice following such impoundment that is substantially similar to the form, substance, and time periods provided under ORS 819.110 and ORS 819.179.
- (B) After providing the notice required by this chapter and, if requested, a hearing as provided by this chapter, any abandoned vehicle, stored vehicle remaining in violation of this Title 10, or other vehicle remaining in violation of section 10.04.270 may be impounded in a manner that is consistent with ORS 819.110 through ORS 819.160 and ultimately disposed of in a manner that is consistent with ORS 819.210 through ORS 819.280.
- (C) The impoundment of a vehicle will not preclude the issuance of a citation for violation of a provision of this chapter.
- (D) Stolen vehicles may be towed from public or private property and stored at the expense of the vehicle owner.

Section 10. Warrenton Municipal Code Section 10.04.340 Penalties is hereby amended to read as follows:

10.04.340 Penalties.

- (A) Violation of Sections 10.04.090 through 10.04.140 is punishable by a fine not to exceed \$100.00.
- (B) Violation of Sections 10.04.150 through 10.04.260 is punishable by a fine not to exceed \$50.00.
- (C) Violation of a provision identical to a state statute is punishable by a fine not to exceed the penalty prescribed by the state statute.

Section 11. Warrenton Municipal Code Section 10.04.350 Hearing to Contest the Validity of Impoundment is hereby added to read as follows:

10.04.350 Hearing to Contest the Validity of Impoundment

A person provided notice under this chapter, or any other person who reasonably appears to have an interest in the vehicle, may request a hearing under this section to contest the validity of the impoundment or the proposed impoundment by submitting a request for hearing with the municipal court not more than five business days after the mailing date of the notice. A request for hearing shall be in writing and shall state grounds upon which the person requesting the hearing believes that the removal of the vehicle is not justified. A hearing under this section shall comply with all of the following:

- (A) If the city proposes to remove a vehicle and receives a request for hearing before the vehicle is removed, the vehicle shall not be removed unless it constitutes a hazard.
- (B) The municipal court shall set a time for a hearing within seven business days after receipt of the request and shall provide notice of the hearing to the person requesting the hearing and to the owner(s) of the vehicle and any lessors or security interest holders shown in the records of the department of motor vehicles, if not the same as the person requesting the hearing, and to the city attorney's office.
- (C) If the municipal court finds, after a hearing and by substantial evidence on the record, that the removal of a vehicle was or would be:
 - 1) Invalid, the municipal court shall order the immediate release of the vehicle to the owner or person with the right to possession. If the vehicle is released under this subsection, the person to whom the vehicle is released is not liable for any towing or storage charges accruing prior to the order of the municipal court. If the person has already paid such towing and storage charges on the vehicle, the city shall reimburse the person for the charges. The person shall be liable for any additional storage charges incurred after the order. New storage charges for the vehicle will not start to accrue until twenty-four (24) hours after the issuance of the order. If the vehicle has not yet been removed, the city shall not remove the vehicle.
 - 2) Valid, the municipal court shall order the vehicle to be held in custody until the costs of the hearing are paid by the person claiming the vehicle, and the person claiming the vehicle otherwise complies with any conditions of release of the vehicle. If the vehicle has not yet been removed, the city shall order its removal.
- (D) If the person requesting the hearing does not appear at the hearing, the municipal court may enter an order finding the removal to be valid and any applicable charges to be reasonable.
- (E) A person who fails to appear at a hearing under this section is not entitled to another hearing on the same matter unless the person provides reasons satisfactory to the municipal court for the person's failure to appear.
- (F) The city is only required to provide one hearing under this section for each time the city removes a vehicle or proposes to do so.
- (G) A hearing under this section may be used to determine the reasonableness of the charges for towing and storage of a vehicle. Towing and storage charges, set by law, ordinance, or rule, or that comply with law, ordinance, or rule, shall be deemed reasonable for purposes of this chapter. If the reasonableness of charges for towing and storage of a vehicle are contested through a hearing under this section, the municipal court shall enter an order setting forth the amount of towing and storage charges the court has determined to be reasonable.
- (H) The municipal court shall provide a written statement of the results of the hearing to the person requesting the hearing and to the city attorney's office.
- (I) The action of the municipal court is final, and no appeal can be taken from it.

Section 12. Warrenton Municipal Code Section 10.04.360 Abandoned Vehicles Prohibited is hereby amended to read as follows:

10.04.360 Abandoned Vehicles Prohibited.

- (A) No abandoned vehicle may be parked or left standing upon the right-of-way of any city, county, or state highway, street or alley or upon any city property.
- (B) Abandoned vehicle(s) will need to move more than one five hundred (500) feet to become compliant.
- (C) The City may impound and dispose of an abandoned vehicle by following the procedures in ORS 819.110 to ORS 819.440.
- (D) Any person found violating this section 10.04.350 shall be guilty of committing a traffic violation punishable by a fine not to exceed \$265 per occurrence.

Section 13. Warrenton Municipal Code Section 10.04.370 Hazardous Vehicles Prohibited is hereby amended to read as follows:

10.04.370 Hazardous Vehicles Prohibited.

- (A) No person shall store, or permit to be stored on a street, sidewalk, public right-of-way, or other public property without permission of the City for a period in excess of 24 hours.
- (B) A vehicle may be stored on the street adjacent to the address where the vehicle is registered for up to 72 consecutive hours, if parking is permitted on that street, the vehicle is not an abandoned or hazardous vehicle (as defined in 10.04.030), and the vehicle is otherwise compliant under this code.
- (C) If, due to a disaster situation, emergency situation, renovation or other work within a standard parking spot beyond the owner's control, or other circumstances beyond the vehicle owner's control, a vehicle must be stored on the street for longer than the prescribed time limits under this Section 10.04.380, then a person can obtain temporary storage permit for the vehicle from the City for longer than the prescribed time limits in this Section.
- (D) Vehicle(s) that are stored will need to move more than five hundred (500) feet in order to become compliant.
- (E) The City may impound or dispose of a stored vehicle in violation of this section following the procedures of Article VII and Article VIII. Officers shall make a reasonable attempt to contact the registered or current owner prior to removing or towing the vehicle and/or other personal property.
- (F) Any person found violating this 10.04.140 shall be guilty of committing a traffic violation punishable by a fine not to exceed \$100 per occurrence.

Section 14. Warrenton Municipal Code Chapter 10.20 Unlawful Transfer on a Highway or Street is hereby added to read as follows:

10.20 Unlawful Transfer on a Highway or Street.

10.20.010 Offenses

A person commits the offense of unlawful transfer on a highway or street if the person:

- (A) While a driver or passenger in a vehicle on a highway, right-of-way, road or street within the boundaries of the City of Warrenton, gives or relinquishes possession or control of, or allows another person in the vehicle to give or relinquish possession or control of, any item to a pedestrian; or
- (B) While a pedestrian, accepts, receives, or retains possession or control of any item from a driver or passenger in a vehicle on a highway, right-of-way, road or street within the boundaries of the City of Warrenton.

10.20.010 Applicability

The prohibitions of this section do not apply:

- (A) If the vehicle is legally parked during a law enforcement stop or action, or located on or off the right-of-way or during a law enforcement stop or action; or
- (B) If the vehicle is parked due to an emergency situation beyond the driver's reasonable control; or
- (C) To persons participating in a "pedestrian activity," as defined in OAR 734 Division 58, for which a permit has been issued by the Oregon Department of Transportation, so long as all terms of such permit are being met..

10.20.020 Penalty

Any person found violating this chapter 10.20 shall be guilty of committing a traffic violation punishable by a fine not to exceed \$100 per occurrence.

Section 15. This Ordinance shall become effective thirty days after its adoption.

First Reading: April 25, 2023

Second Reading: May 9, 2023

ADOPTED by the City Commission of the City of Warrenton, Oregon this 9th day of May 2023.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Jane Sweet, Harbormaster
DATE: May 9, 2023
SUBJ: Consideration of Resolution 2645 Increasing Monthly and Daily Moorage Rates. Repealing Resolution 2596

SUMMARY

The Warrenton Marinas would like to adopt and increase Moorage Rates for Monthly and Daily users. These increases would allow for transient users to contribute more of an equal share in the repair, maintenance, and replacement costs in the City Marinas.

The increase in the monthly and daily rates in the City of Warrenton Marinas have not kept up with contributions made by annual moorage holders. The cost of maintaining a slip provided to a monthly or daily transient moorage user requires equal staff time.

Attached are the proposed increases. These increases have been reviewed and supported by the Warrenton Marina Advisory Committee. Please see attached letter of recommendation with proposed monthly and daily moorage increases.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to conduct the first reading, by title only, of Resolution 2645; City of Warrenton Marina's to increase the Monthly and Daily Moorage Rates in the Warrenton and Hammond Municipal Basins, and repeal any other Resolutions in conflict."

ALTERNATIVE

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

FISCAL IMPACT

Additional revenues to support maintenance costs.

Approved by City Manager: _____



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

RESOLUTION 2645

Introduced by All Commissioners

AMENDING MARINA RATES AND FEES, AND REPEALING RESOLUTION NO. 2596

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

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

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

SECTION 1. SETTING RATES:

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

- A. YEARLY RATES shall be \$42. Per foot based on OAL or slip size whichever is greater with the exception of Commercial - The term commercial vessel is defined by the United States Coast Guard as any vessel (i.e. boat or ship) engaged in commercial trade or that carries passengers for hire. This would exclude pleasure craft that do not carry passengers for hire. - shall be \$45. Per foot due to the additional wear and tear of the marina facilities. All annual moorage holders shall be required to have proof of ownership, current registration or documentation and provide proof of liability insurance in the amount of \$300,000 with the City of Warrenton listed as additionally insured.
- B. THESE ABOVE RATES will be raises \$2 Per year thereafter for a period of 3 years beginning in 2022 and ending in 2025
- C. ANNUAL AND DAILY FACILIY USE FEE – Includes Water, Garbage and Oil Dump charges. Annually \$200.Commercial; \$100. Recreational; Monthly Rate Commercial \$150 Recreational \$75; Daily Commercial \$10. Recreational \$5.

D. TRANSIENT MOORAGE rates shall be charged as follows:

Recreational Daily Moorage Rate

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

Commercial Daily Moorage Rate

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

Recreational Monthly Rate

Warrenton		Hammond	
0 – 24'	\$475.00	0 – 20'	\$525.00
25 – 38'	\$525.00	21 – 30'+	\$625.00

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

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

- E. ELECTRICITY CHARGES for annual tenants will be based on the rates established by the PUC plus a \$15. Per month maintenance and read fee. Monthly and Daily charges will be included in the Facility Fee.
- F. Unauthorized Moorage Fee – Includes Failure to Register \$300.00
- G. Key Replacement Fee – Includes Restrooms>Showers, Docks and Oil Dump \$75.00
- H. UNAUTHORIZED MOORAGE – Will be referred to WPD with possible result in Theft of Service Charge.

SECTION 2.LIVEABOARD FEES

A. LIVE ABOARD FEE of \$65 Per month will be imposed for each individual living aboard a vessel to help offset extra costs incurred from living aboard. Live aboard spaces are available to only current This fee shall also apply to commercial vessels with crew onboard for a period over 10 days per month. This fee shall be charged to the owner of the vessel. The Live aboard Fee shall include the Facility Fee.

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

SECTION 3.LAUNCH RAMPS

A LAUNCH RAMP fee of \$10.00 will be charged at both the Warrenton and Hammond launch ramps for all vessels using the facilities. Such fee will include load/unloading crab posts, nets, etc. Annual permits shall be available for the fee of \$150 per recreational vessels and \$250 for commercial vessels. The permit shall be for the period July 1st – June 30th of each year. It is understood that such permit holders shall have no priority in the launching their boats.

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

SECTION 4. HOIST CHARGES

A. Hoists are available at an hourly rate of \$100. Per hour, minimum one hour charge during regular operation hours. The hoist is available every day during the month. Weekend, meaning Saturday and Sunday, hoist appointments will be charged at double time. After hours emergency appointments will be charged at double time with a minimum 3 hour call out. Appointments must be made 24 hours in advance with the Harbormasters' office, as all hoists must be operated by a City hoist/crane operator. Hoist charges will begin at the time of scheduled appointment.

SECTION 5. SERVICE DOCK CHARGES

A. Main Face of the Pier \$200. Allows for use up to 24 hours maximum for transient vessels. Annual Commercials will not be charged for their first 24 hours of use. All vessels exceeding the 24 hour time limit will be assessed a \$100. Per day user fee.

- B. Work Slip \$100. Per day with up to 6 days of use. After 6 days of use the fee will be assessed at \$200. Per day. Work slip use is designed for use of welders, painting, vendors, use of private hoist or crane, equipment etc. This fee may be assessed whether at the City Pier or in a City leased slip.
- C. Net Loading on Pier – Round Trip \$50.00

SECTION 6. OVER THE PIER PRODUCT CHARGES

For every pound of seafood taken over the pier there will be a charge of \$.05. For every gallon of fuel taken over the pier the charge will be \$.02. These charges shall be billed directly to the buyer/fishery/fuel vendor or directly to the owner of the vessel. Fish tickets and fuel ticket shall be required from the fish buyer and fuel vendor for billing purposes.

SECTION 7. DRY STORAGE CHARGES

- A. Dry storage areas of 20'x20' spaces are available for \$95 per month limited to fishing related gear only and shall be contained wholly within the confines of the marked leased area.
- B. Vessels will be charged \$15 per day for use of the dry storage or park area for net repair.
- C. Boaters wishing to store boat trailers shall be billed at the rate of \$10. Per day or \$75 per month.

SECTION 8. PUMP OUT / CLEANUP/ REPAIR FEES

- A. The City of Warrenton will only pump vessels in emergency situations or when a vessel is in danger of sinking. The vessel's owner will be notified that said vessel requires immediate attention. Vessels requiring pump out will be charged \$75. Per hour per employee required. Call out and Holiday charges shall be at double time per employee with a minimum call out time of 3 hours.
- B. Any vessel or person leaving debris or unauthorized property on marina property shall be charged for the cleanup and or removal of debris or property at the rate of \$75/hour/employee required. This shall include pier, finger piers, oil dump and dumpsters if filled beyond capacity.
- C. Any damage to marina property due to negligence or neglect shall be charged at the rate of \$75/hour/employee plus any materials needed to repair to usable or like condition.
- D. Any Assistance or service provided to individual vessel not covered in routine maintenance \$75/hour/employee

- E. All above fees shall be the responsibility of the legal owner of the vessel whether present at the time of the incident or not.

SECTION 9. LATE PAYMENT CHARGES

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

SECTION 10. PARKING FEES

- A. The City of Warrenton requires a fee for all vehicles using marina properties to park. All vehicles must be in running condition with current state registration. Parking areas are to be used for parking only. No long term storage shall be allowed in areas designated for parking. If long term parking, more than 30 days is required vehicle shall be move to Dry Storage and pay fees associated with the use of dry storage area.
- B. Fees are as follows:
 - Daily Parking - \$10.00 per vehicle
 - Monthly Parking - \$100 per vehicle
 - Monthly Parking with Boat Trailer - \$150. Per vehicle
- C. FAILURE TO PAY PARKING FEE (if paid within 48 hours) - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.
- D. Annual Moorage holders shall receive two parking passes per slip. Additional passes may be purchased at the annual parking rate of \$100.00.

SECTION 11. OVERNIGHT STAYS

- A. The City of Warrenton charges a fee of \$50.00/Night. Including transient room tax per overnight stays on marina properties. Each marina has designated areas for overnight camping with limited space available. Overnight stays shall be limited to no more than 30 consecutive days.
- B. All vehicles outside of the designated areas may be subject to a fine or towing.

~~C.~~ FAILURE TO PAY CAMPING/OVERNIGHT FEE - \$75.00

D. 30 Day Passes may be purchase only at the Marina Office \$900.

SECTION 12. NON REFUNDABLE RESERVATION FEE

There is a \$10 nonrefundable fee for daily reservations at the City of Warrenton marinas. If the reservation cannot be guaranteed, the request shall be put on a wait list where no fee shall be required.

SECTION 13. OFFENSIVE LITTERING

- A. All refuse, garbage and debris must be deposited in the provided shore side dumpster. Nothing shall be dumped in the basin waters. This includes all fish, shellfish, bait or animal waste of any kind.
- B. Fish cleaning of any kind is prohibited on all City of Warrenton Marina Docks unless fish wastes are collected, contained and properly disposed of in provided dumpsters.
- C. FAILURE TO USE PROVIDED DUMPERS FOR ALL WASTE OF ANY KIND - will result in immediate loss of privileges to the City of Warrenton Marinas and will result in City fines up to \$300.
- D. EXCESSIVE DUMPING OR UNAUTHORIZED DUMPING – Will be referred to the WPD with a possible result in theft of service fines.

SECTION 14. EFFECITVE DATE

This Resolution becomes effective July 1, 2023.

First Reading: May 9, 2023

Second Reading: May 23, 2023

Adopted by the City Commission of the City of Warrenton this 23rd day of May, 2023.

APPROVED

Henry Balensifer, III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder

City of Warrenton

Board Recommendation

May 1, 2023
Marinas Advisory Committee

Summary:

The Committee recommends the City approve the proposed Daily & Monthly rate increases for the 2023-2024 budget.

Fiscal Impact (if any/known):

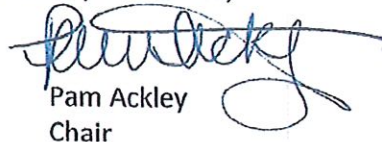
Upon review of the daily and monthly moorage rates from staff on other area moorage fees and the ongoing need for revenue to support the docks, float repairs and improvements, we find that we were under charging. The increased fees will generate additional income to support the operations of the marinas.

RECOMMENDATION(S):

(Recommendation 3-1 in favor, Malcombe Cotte was not in attendance)

To support moving forward to increase the daily and monthly moorage rates as noted on the attached staff review and proposed rates document.

Respectfully Submitted,


Pam Ackley
Chair

Appendix A

CITY OF WARRENTON MARINAS

Review of Daily & Monthly Rates April 2023

CURRENT DAILY RATES

CURRENT RATE	
FEET	RATE
0-29	\$ 15.00
30-39	\$ 25.00
40-49	\$ 30.00
50-59	\$ 35.00
60-69	\$ 40.00
70-79	\$ 45.00
80-89	\$ 50.00
90-99	\$ 55.00

PROPOSED DAILY RATES

DAILY RECREATIONAL	
FEET	RATE
0-29	\$ 25.00
30-39	\$ 30.00
40-49	\$ 35.00
50-59	\$ 40.00
60-69	\$ 45.00
70-79	\$ 50.00
80-89	\$ 55.00
90-99	\$ 60.00

DAILY COMMERCIAL	
FEET	RATE
0-29	\$ 35.00
30-39	\$ 40.00
40-49	\$ 45.00
50-59	\$ 50.00
60-69	\$ 60.00
70-79	\$ 70.00
80-89	\$ 80.00
90-99	\$ 90.00

CURRENT MONTHLY

CURRENT RATE	
FEET	RATE
WARRENTON	
0 - 29	\$ 350.00
30 - 40	\$ 400.00
40 - 50	\$ 500.00
HAMMOND	
0 - 19	\$ 400.00
20 - 29	\$ 500.00
30' +	\$ 550.00

PROPOSED MONTHLY RATES

MONTHLY RECREATIONAL	
FEET	RATE
WARRENTON	
0 - 24'	\$ 475.00
25 - 39'	\$ 525.00
40' +	\$ 625.00
HAMMOND	
0 - 24'	\$ 525.00
25 - 39' +	\$ 625.00
40' +	\$ 750.00

COMMERCIAL MONTHLY
1/2 of Annual Rate
Must have slip available for whole month

*Moorage calculated at overall size of boat or slip, whichever is greater

*Daily and Monthly Rates do not include parking

*Does not include facility use fee



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Esther Moberg, City Manager
DATE: May 9, 2023
SUBJ: Sale of lot

SUMMARY

The City owns a parcel of land, Tax lot 81022DC3800 that has been leased to the Warrenton Kia dealership since the 1980's. At the last work session regarding land owned by the City of Warrenton, it was discussed, and the consensus seemed to be, that no future development of this lot could be done apart from the car dealership lots. It is the recommendation of the City Manager to move forward with the sale of this parcel of land that is currently being leased to Kia and has a first right of refusal with them. The current appraisal came back at \$152,000. City manager recommends placing this sale for approval on the November 2024 ballot before the voters, with a first right of refusal clause.

RECOMMENDATION/SUGGESTED MOTION

I move to authorize the City Manager to move forward with placing lot 81022DC3800 on the November 2024 ballot for voters to approve sale, with first right of refusal.

ALTERNATIVE

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

FISCAL IMPACT

N/A or...budgeted....or how funded

Approved by City Manager: _____

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

City of Warrenton Market Value Report

Analysis: We use the Fair Market value approach versus the RMV value on the county records as that is tied to a tax roll back in 1997 along with various other factors and does not always reflect Fair Market Value. This approach will be used on all of the subject properties.

Sales: For this report the comps will be used in the C1 zones & C2 zones due to the lack of recent sales data in the Warrenton & Hammond zip codes. Going outside these zip codes would not make for a relative comp due to the variants in value for similar types of properties in neighboring municipalities.

Property : 801 SE Marlin Warrenton, Or 97146

Tax account: 31476

Tax Map: 81022DC03800

Lot size: .14 of an acre 6098 sq ft

Zoning: C-1

Assessed Value: \$69,690.00

Flood Hazard: Yes, AE 100 year flood plain

Owner: City of Warrenton

Lease: Kia of Warrenton

Use issues: Land locked, No Hwy 101 Access and ODOT unlikely to never allow access due to the intersection, culvert and AE zone.

Suggested market value \$35,000.00

Comparable properties

MLS 20-1074

Vacant Land Adj to N Main Warrenton, Or

Acreage : .37 (16117 sq ft)

Sales Price: \$40,000.00

Flood: No

Zone:C-1

NON-MLS Sale

Tax ID 31513

Vacant Land SE 7th Street Adj to Hwy 101

Sold 8/3/2021 \$25,000.00

Lot size .14 (6098 Sq ft)

Level lot surrounded by AE 100 year flood plain

Owners filled to bring to grade less than 50 yards

FSBO Property

SE 1st & Heron

7 lots totaling .77 of an acre

Multiple tax ID's

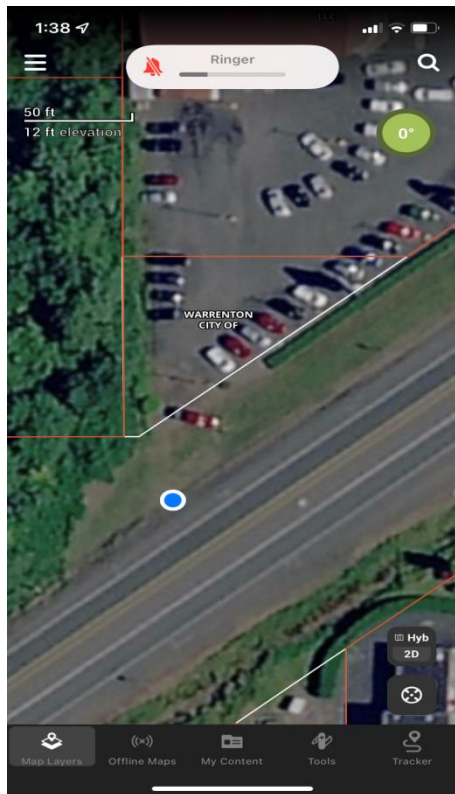
Zoning C2

Map Attached

FSBO price \$265,000.00 = \$37,857 per 5000 sq ft lot

Accessible properties by SE 1st

Active buyers only 1 lot has any improvements that are uninhabitable



APPRAISAL REPORT

**TAX LOT 3800, MAP 8 10 22 DC, CLATSOP COUNTY
WARRENTON KIA LAND
801 S.E. MARLIN AVENUE
WARRENTON, OREGON 97146**

PREPARED FOR

**ESTHER MOBERG
CITY MANAGER, WARRENTON
225 S. MAIN AVENUE
WARRENTON, OREGON 97146**

PREPARED BY

**MOSCATO, OKONESKI & ASSOCIATES, INC.
13765 N.W. CORNELL ROAD, SUITE 200
PORTLAND, OREGON 97229**

OUR FILE NO:

2023-078

April 20, 2023

Esther Moberg
City Manager, Warrenton
225 S. Main Avenue
Warrenton, Oregon 97146

Moscato
Okoneski &
Associates, Inc.

Real Estate Appraisers and Consultants

Dear Ms. Moberg:

Pursuant to your request, we have performed this appraisal report of the estimated 6,350 sq.ft. parcel of land consisting of Tax Lot 3800, Map 8 10 22 DC, Clatsop County, Oregon.

In accomplishing this assignment, we have completed an inspection of the subject property, together with observing both economic and land use trends in the subject's general area. In addition, comparable market data was investigated, analyzed and applied as appropriate.

In this appraisal, the property has been valued as though it would be sold on an all cash or equivalent new mortgage financing basis and has been prepared to comply with the Uniform Standards of Professional Appraisal Practice (USPAP) and with our best interpretation of the written instructions contained in the contract for professional consulting services, a copy of which is included in the Addenda of this report.

Based upon our investigation and analysis of the available information, the market value of the subject property in fee simple, as described herein and as of April 15, 2023, is considered to be:

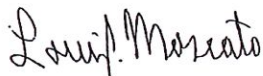
ONE HUNDRED FIFTY TWO THOUSAND DOLLARS

\$152,000

Ordinary assumptions and limiting conditions that are in effect for this appraisal are outlined in the Addenda of this report.

Respectfully submitted,

MOSCATO, OKONESKI & ASSOCIATES, INC.



Louis J. Moscato, MAI
Principal
Oregon State Certification #C000018

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ADDENDA

Certificate of Appraisal	
Assumptions and Limiting Conditions	
Contract for Professional Consulting Services	
Subject Real Property Tax Statement	
Selected Pages from Zoning Ordinance	
Qualifications of Appraiser	

SUMMARY OF PERTINENT DATA

Effective Date:	April 15, 2023
Date of Inspection:	April 15, 2023
Date of Report:	April 20, 2023
Property Rights Appraised:	Fee simple
Location:	Tax Lot 3800, Map 8 10 22 DC, Clatsop County, N/S of Oregon Coast Highway 101, just west of S.E. Marlin Avenue, Warrenton, Oregon 97146
Improvements:	An asphalt-paved, 6,350 sq.ft. parcel of land that is being leased by Warrenton Kia as part of their automobile dealership located at the northwest corner of Oregon Coast Highway 101 and S.E. Marlin Avenue in Warrenton, Oregon
Site Size:	6,350 sq.ft. (estimated)
Zoning:	CI (General Commercial)
Assessor's Real Market Value:	\$150,975
Parcel No.:	31476
Owner of Record:	City of Warrenton
Highest & Best Use:	Assemblage with adjacent larger parcel
Flood Hazard Area:	The subject site and all of the immediate surrounding area is located in Zone AE, which indicates areas inundated by 100-year flooding.
Marketing/Exposure Time:	6-12 months (assuming competent and aggressive marketing)
Indicated Market Value:	\$152,000

Facing Page: Aerial Photograph of Subject Area, Taken October 12, 2018

Second Aerial: Close-Up of Subject Property and Immediate Surrounding Area



SE 14th St

SE 14th St

Oregon Coast Hwy

101

SUBJECT

SE 9th St

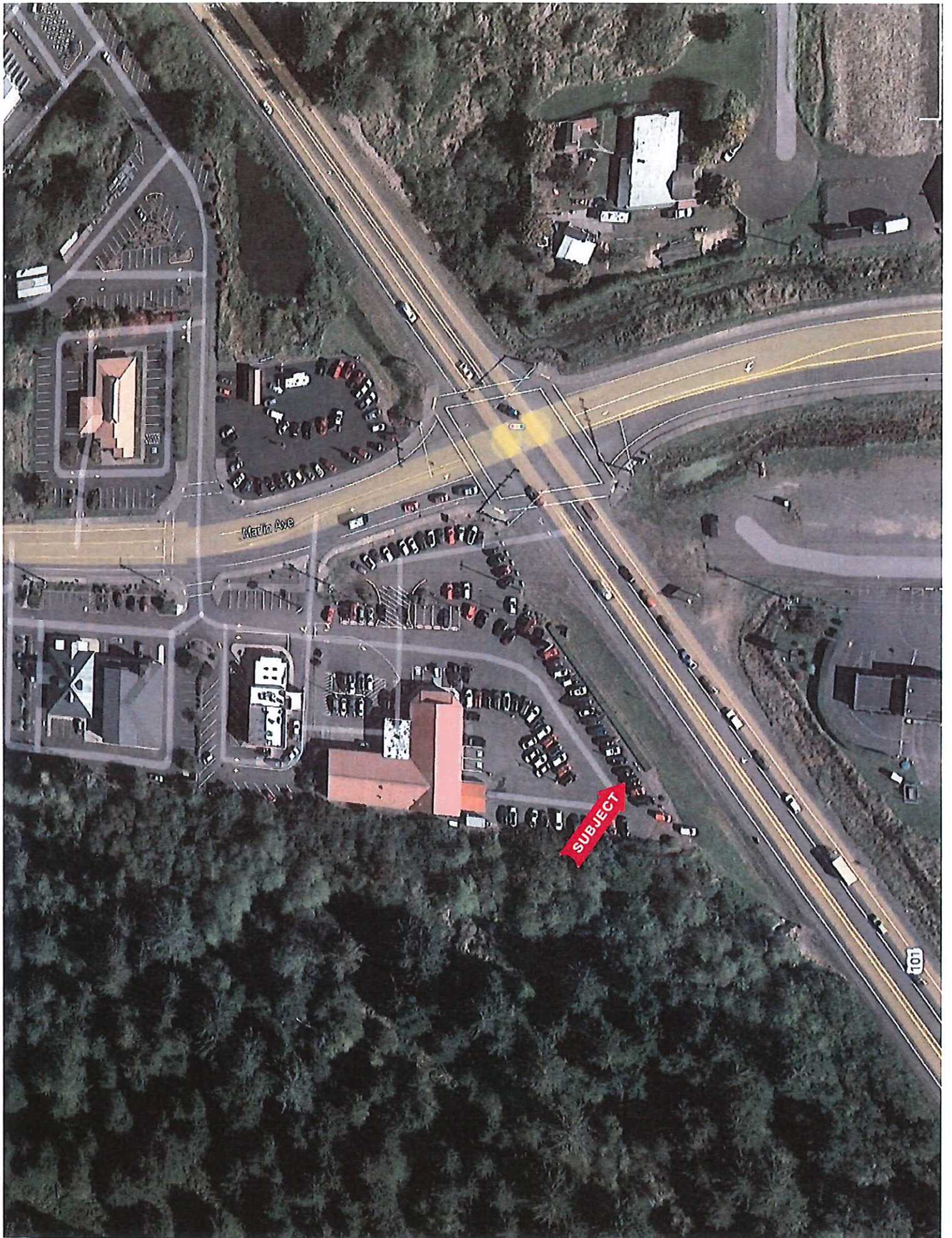
Marlin Ave

Fort Stevens Hwy Spur

SE 12th Pl

SE 12th Pl

SE 12th Pl



Main Ave

101

SUBJECT

General Information

Identification of the Property

The subject property is an estimated 6,350 sq.ft. site located along the north side of Oregon Coast Highway 101, a short distance west of S.E. Marlin Avenue. The property is currently being utilized in conjunction with the Warrenton Kia dealership. It can be identified as Tax Lot 3800, Map 8 10 22 DC, Clatsop County, Oregon.

Purpose, Intended Use & Intended Users

The purpose of this appraisal is to estimate the market value of the subject property, considering its fee simple interest.

The intended use of this appraisal is for internal analysis by our client. The intended user of this report is the client, the City of Warrenton, and the use of this report is limited solely to the client and for the intended use specified above. The author's responsibility is solely limited to the client and not to anyone else.

Scope of Assignment

The scope of this assignment involves an appraisal transmitted in a narrative appraisal report similar to what was formerly referred to under USPAP as a summary report format. This process involved the extent of research and analysis typical for an assignment of this type, including the following:

- a review of materials provided by the client; and information obtained from the City of Warrenton and Clatsop County;
- the appraiser was unaccompanied during the viewing of the subject property;
- the size of the subject site was estimated based upon information from the Clatsop County Assessor's office and the plat map of the subject site;
- review of County records for property tax information;
- research of market data including the following sources: Assessor's records, CoStar, Loop Net, RMLS, listing data provided by brokers, comparable market data confirmed by brokers, and information obtained within the appraiser's files;
- a physical viewing of the exterior of all properties utilized as comparables (unless noted otherwise in the appraisal certification);
- the subject neighborhood was inspected in order to gather information on neighborhood trends and development in the area;
- during our research of the subject property, market/neighborhood area, and comparable market data, a number of sources were utilized including interviews with brokers, and others knowledgeable in this market.

In the case of a property such as the subject, since it consists of a 6,350 sq.ft. parcel of land, the most applicable approach is considered to be the Sales Comparison Approach, which will be utilized in this appraisal.

It is important to note that this appraisal report is in a standard format that has a moderate level of detail. It summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions and conclusions. This format meets or exceeds the reporting requirements of the Uniform Standards of Professional Appraisal Practice. As such, it presents only summary discussions of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of the discussion contained in this report is specific to the needs of the client and for the intended uses as stated in this report. The appraiser is not responsible for unauthorized use of this report.

Our valuation and analysis included research, independent confirmation and analysis of appropriate comparable data which was either personally verified by the appraiser, by another member of the staff at Moscato, Okoneski & Associates, or by a source considered reliable. Adequate information was made available of our appraisal of the subject property. If comparable details were not included in this report, they have been retained in the appraiser's work file.

If any significant real property appraisal assistance was provided to the appraiser, it will be described in the Certification at the end of this report.

Extraordinary Assumptions & Hypothetical Conditions

Extraordinary assumptions and hypothetical conditions are defined in USPAP as:

Extraordinary Assumption: *an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis.*

Hypothetical Condition: *a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis. Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property, or about conditions external to the property, such as market conditions or trends, or about the integrity of data used in an analysis.*

This appraisal is not subject to any extraordinary assumptions or hypothetical conditions. Ordinary assumptions and limiting conditions that are in effect for this appraisal are outlined in the Addenda of this report.

Marketing & Exposure Time

Marketing time is an estimate of the amount of time it might take to sell a property interest in real estate at the estimated market value level during the period immediately after the effective date of an appraisal. Exposure time is the estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; in other words a retrospective estimate based upon an analysis of past market conditions.

The appraiser has interpreted marketing and exposure time to represent the time needed to aggressively market a property and would include the time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by current market conditions. Marketing time differs from exposure time, which is presumed to precede the effective date of the appraisal. However, it is the appraiser's opinion that unless market conditions are in a period of significant transition, marketing time and exposure time for a property would be equal.

Considering the area's commercial land market during the past 6-12 and recent trends, it is our opinion that market conditions will not change substantially and therefore, for purposes of this analysis, marketing time and exposure time will be approximately the same. The coronavirus pandemic initially had an adverse impact on certain segments of the real estate market, especially the lodging and restaurant industries, and other sectors of the real estate market along the North Oregon Coast, as well as throughout Oregon, during its initial stage. As will be discussed later in this report, both the lodging and restaurant industries along the North Oregon Coast and in neighboring Astoria have rebounded from the early stages of the pandemic. The overall commercial real estate market, although not impacted to the degree that the lodging and restaurant industries were impacted, has also rebounded from the early stages of the pandemic. The Warreonton/Astoria area, as well as most of the North Oregon Coast, is heavily dependent upon tourism. Thus, to quantify the rebound in the lodging industry (which impacts, to some degree, the more general commercial real estate market) we have reviewed transient room tax collected in Astoria and Seaside, with both cities having a considerable number of hotels/motels. The city of Warreonton has a limited number of lodging facilities. Since the subject area relies heavily on tourism, the increase on transient room tax collected in neighboring Astoria is considered to be a positive sign for most types of real estate.

Based upon the subject's overall location, size, property type, zoning, overall market conditions, and the exposure period of the comparable sales researched for this appraisal, it is our opinion that a reasonable marketing time for the subject is approximately a 6-12-month period, if it were to be listed at a reasonable price with a knowledgeable and competent broker.

Definition of Market Value

For purposes of this report, Market Value is defined as:

"The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) *buyer and seller are typically motivated;*
- 2) *both parties are well informed or well advised, and each acting in what they consider their best interests;*
- 3) *a reasonable time is allowed for exposure in the open market;*
- 4) *payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto;*
- 5) *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. "*

Source: The Dictionary of Real Estate Appraisal, Sixth Edition

Definition of Fee Simple Estate

As defined in The Dictionary of Real Estate Appraisal, Sixth Edition sponsored by the Appraisal Institute, Fee Simple Estate is:

"Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat".

Ownership & Sales History

According to the records checked, fee title of the subject property appears to be vested in the City of Warrenton. No sale of the subject is known to have occurred during the last three years and the subject is currently not listed for sale.

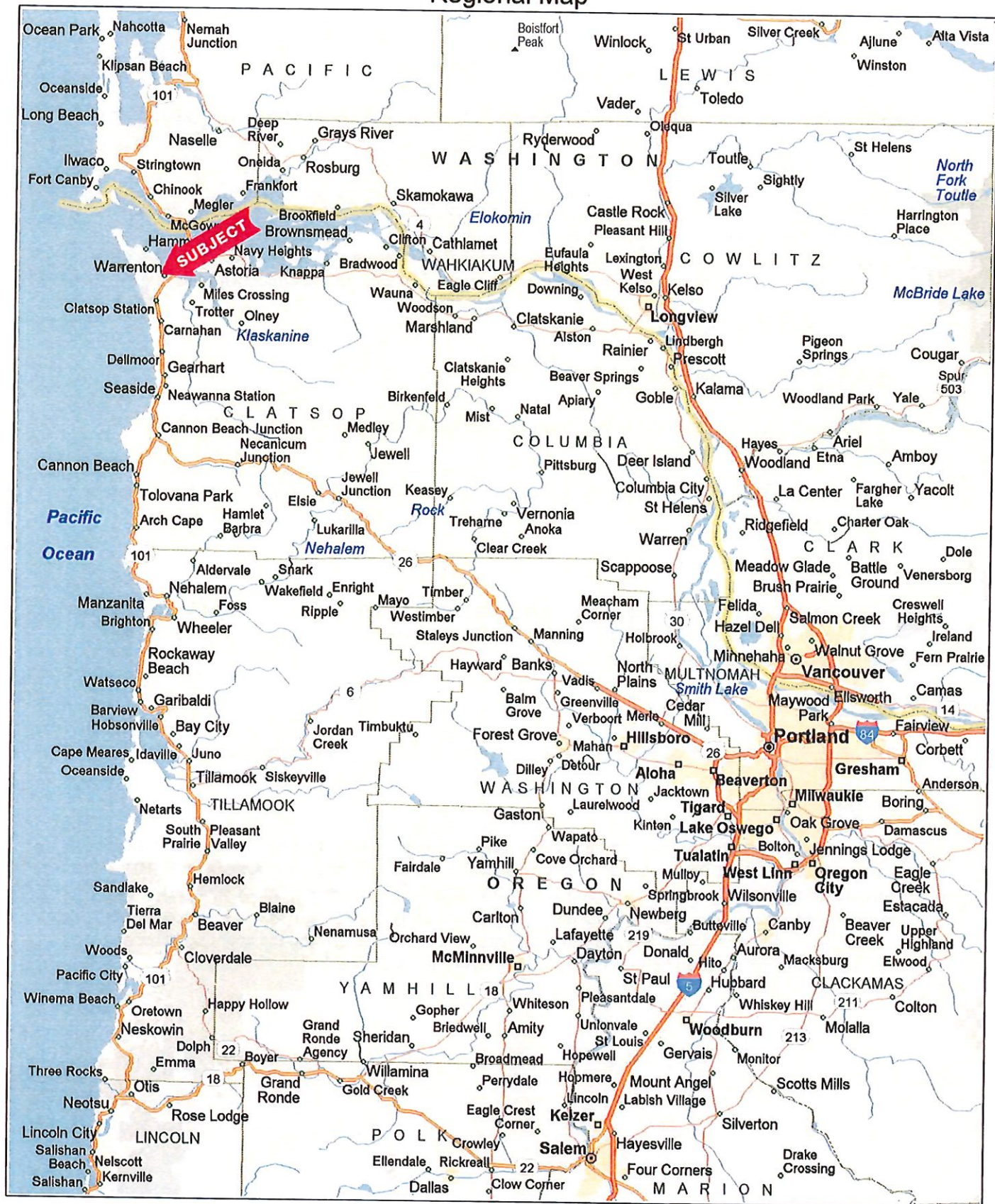
Competency

The appraiser is experienced and qualified in the valuation of this type of property.

Transferability

As mentioned previously, this appraisal has been prepared solely to comply with our best interpretation of the current Uniform Standards of Professional Appraisal Practice (USPAP) as formulated by The Appraisal Foundation and to any specific client guidelines. As such, the client is cautioned that if this report is transferred to another party, and/or is reviewed and there are questions or additional work necessary to meet their subsequent guidelines, the appraiser reserves the right to charge appropriate fees for any additional work expended.

Regional Map



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Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

Regional Description

Population of Major Cities

The population of Clatsop County has grown moderately since 1980, when it had a population of 32,489, and 33,301 in 1990. According to the 2000 Census, Clatsop County had an April 1, 2000 population of 35,630. This reflects a population increase of 7.0% during the preceding decade and 25.1% since 1970. The 2010 Census population estimate was 37,039, which indicated an increase of 1,409, or 3.95% from the 2000 Census. This figure is below the state-wide population increases of 12.36% between 2000 and 2010. The 2020 Census population estimate is 41,072, which reflects an increase of 10.89% during the last ten years. This compares with the state increase of 10.60% between 2010 and 2020. Clatsop County added 899 residents since the 2020 Census. The following chart illustrates the population trend for Clatsop County as well as its incorporated cities.

CLATSOP COUNTY POPULATION						
Area	1980	1990	2000	2010	2020	2022*
Clatsop County	32,489	33,301	35,630	37,039	41,072	41,971
Astoria	9,998	10,069	9,813	9,477	10,181	10,256
Seaside	5,193	5,359	5,900	6,457	7,115	7,275
Warrenton	2,495	2,681	4,096	4,989	6,277	6,421
Gearhart	967	1,027	995	1,462	1,793	1,921
Cannon Beach	1,187	1,221	1,588	1,690	1,489	1,507
Hammond	516	589	(see note)	N/A	N/A	N/A
Unincorporated Areas	12,136	12,355	14,688	13,330	14,217	14,591

Source: 1970 to 2020 U.S. Census; Portland State University
 Note: Hammond merged with Warrenton in 1991
 * Certified population estimate July 1, 2022

According to the Portland State University Center for Population Research, Clatsop County had a higher percentage of persons over 55 years of age than the state total. This is a fairly typical trend along the Oregon Coast with the Lincoln County regional area (located along the Central Coast line) having one of the highest percentages in the state of people over 55 years of age.

Physical Characteristics and Climate

Clatsop County is located on the Pacific coastline and along the Columbia River at the northwest corner of Oregon. The Pacific coastline is characterized by sandy beaches and the east boundary is characterized by the crest of the Coast Range. Between the coastline and mountain crest, the majority of land is rugged, leaving very little land suitable for residential or commercial uses. These uses are primarily restricted to the coastal area and along the Columbia River where the major cities such as Astoria, Warrenton, Seaside, Gearhart and Cannon Beach are located.

The climate of the region is generally influenced by the Pacific Ocean. The coastal marine climate tends to modify temperature extremes and produce a high amount of precipitation. Clatsop County's climate is mild year-round. The mean temperature at Astoria ranges between 41°F in January to 61°F in August. There has been an average of one day each year with the temperature over 90°F and no days with temperatures below 0°F. The average wind speed is 8.5 miles per hour. Normal precipitation at Astoria is about 70 inches per year, and generally more in the southern and inland parts of the county.

Economic Structure and Activity

Clatsop County's economy has traditionally been heavily dependent on products and activities associated with its renewable natural resources. The county's forests provide logs for local wood products processing, paper production and for export. Columbia River and Pacific Ocean fisheries provide the raw material for the area's seafood processing industry. However, Clatsop County's economy has evolved away from strict dependence on natural resource extraction and export. A broad range of economic activity presently occurs in the county. Some is still related to timber and seafood, but other sectors completely unrelated to these industries are now important factors in the overall economy.

Employment declines in both the seafood and forest products industries during the last two decades has brought significant changes to the county's economy. Both industries have faced new restrictions on their resource bases and employ fewer people today than they once did. The county's economy has benefitted from growth in visitor-related activity. The county's attractive natural and historic features, in combination with its recreational opportunities, are likely to continue to attract a growing number of visitors. Cannon Beach, Seaside, Gearhart, Arch Cape, Surf Pines and other oceanfront residential areas are important second-home communities for families from the Portland and Seattle metropolitan regions. Retail and commercial development has also been occurring as a result of the area being a tourism and regional shopping destination.

Clatsop County is a major recreation center for the Pacific Northwest. Miles of broad beaches are the main attraction that offers beach combing, digging for razor clams, etc. The communities of Gearhart, Seaside and Cannon Beach are major beach resorts, each with a special character. Charter fishing boats leave Warrenton and anglers also fish from jetties or from banks of rivers, lakes and streams. Astoria is home to the Maritime Museum, Astoria Column, Fort Clatsop (winter encampment for the Lewis and Clark Expedition), and some of the oldest historic homes in Oregon. The Coast Range forest and the area's marshes and estuaries provide a variety of areas for hunters. Other outdoor enthusiasts enjoy state parks and waysides that provide ocean views, picnic sites, miles of hiking and bike trails, and overnight campgrounds.

Although tourism has become a major economic factor in Clatsop County, the timber industry still plays a role in the overall economy. More than 80% of the land in Clatsop County is forested. There are approximately 140,000 acres of timber in the Clatsop State Forest. Nearby are some 200,000 acres of Tillamook State Forest timber. These forests are under sustained yield management and will provide merchantable timber in perpetuity. However, employment in the lumber and wood products industry has declined in Clatsop County and elsewhere in the Pacific Northwest as a result of mechanization, harvest restrictions, competition from outside of the region, and other factors. As a result, the lumber and wood products industry employs a considerably smaller number of people in Clatsop County than 10 or 20 years ago.

The timber harvest was down 17% in Clatsop County in 2019. The harvest in 2019 was 215,784,000 board feet, which was the lowest since 1998. This also was 20% below the average of the previous ten years. Clatsop County is 827 square miles, putting it squarely in the middle of the pack by size of Northwest Oregon counties. About 85% of the county is forest land, and it includes most of Clatsop State Forest. Northwest Oregon has recovered some timber industry jobs from the depths of the Great Recession, but the region seems unlikely to regain all the jobs. Technological and market changes are working to reduce timber jobs across the state. Labor demand was about as strong as it could get in 2019. Logging employment fell sharply during the pandemic recession and has rebounded, but not completely back to pre-pandemic levels. The story is similar with wood product manufacturing. Although these industries may not grow much in the future, the region will have hundreds of job openings in the timber industry due to turnover and retirement. Northwest Oregon will continue to produce timber and timber workers for years to come.

The commercial fishing industry in Clatsop County suffered a dramatic decrease in employment when Bumble Bee Seafoods and Barbee Packing, which were two of the five largest employers in the city of Astoria at the time, shut down in the early 1980s. The closures caused a loss of approximately 800 full-time and part-time jobs. In recent years, Federal and state governments have made unprecedented efforts to restore and enhance the Columbia River Basin salmon fishery resource. Hatchery production, river flow management, the roll of wild stocks, grazing practices, forestry practices, predator management, and sports and commercial harvest have all received increased scrutiny.

There are two primary hospitals located in Clatsop County (Astoria and Seaside), as well as several medical clinics, nursing homes and private medical practices. Police and fire protection, as well as emergency services are provided for the area, and the public school system consists of a number of local elementary schools, middle schools and high schools servicing the entire county. In addition, Clatsop Community College is a two-year institution serving Northwest Oregon and Southwest Washington since 1958. It has grown to an enrollment of over 7,000 students and is located in Astoria.

Transportation

Three major highways (30, 101 and 26) converge in Clatsop County. All are primarily two-lane highways with four lanes in certain sections. Interstate 5, the major north-south freeway along the West Coast is about 50 miles east of the Astoria at Longview, Washington, and about 80 miles east of Seaside near Portland.

Burlington Northern serves Clatsop County with a single-line track that extends west from Portland along the Columbia River to the Wauna Mill. This track is adequate for limited uses, but it would require upgrading to handle significant new cargo volumes. Astoria's regional airport is located on 860 acres in Warrenton, three miles south of downtown Astoria. This facility has two 5,000-foot runways with a full instrument landing system and approach lighting. This enables aircraft up to mid-sized jets to use the facility in all kinds of weather. The Seaside Municipal Airport has a 2,357-foot single runway facility and is located between Seaside and Gearhart. Beacon and runway lighting are operated from dusk to dawn.

As noted previously, Clatsop County is bordered by the Columbia River on the north and the Pacific Ocean on the west. The Columbia River channel is maintained by the U.S. Corps of Engineers to a depth of 43' upriver to Portland, a distance of about 100 miles. River barge transportation service

extends upriver to Lewiston, Idaho. The Port of Astoria's facilities, located on the Columbia River at Mile 13, include three piers with deep water ship berths and a barge ramp. Newsprint, pulp, raw logs, lumber and other bulk cargos are shipped to Pacific Rim nations and other destinations through the Port of Astoria. There are four publicly-owned mooring basins on the Oregon side of the Lower Columbia River that provides moorage for recreational craft and commercial fishing vessels.

Several freight line and trucking companies also operate in Clatsop County. United Parcel Service has a terminal in Warrenton.

Employment

The local employment base in Clatsop County has been relatively diversified and the unemployment rate had been around 4.0% until April, 2020. As a result of COVID-19 restrictions, the unemployment rate increased dramatically to slightly over 24%. However, it has subsequently declined and, as of February, 2023, the unemployment rate (seasonally adjusted) was 4.6%, down slightly from 4.7% the previous month but up from 4.3% in February, 2022.

The chart on the following page summarizes the employment picture for Clatsop County, and includes both current information and data for the previous year.

Clatsop County Current Labor Force and Industry Employment

	--Change From--				
	February 2023	January 2023	February 2022	January 2023	February 2022
Labor Force Status					
Civilian labor force	18,993	18,988	19,186	5	-193
Unemployed	927	1,048	823	-121	104
Unemployment rate	4.9%	5.5%	4.3%	-0.6	0.6
<i>Unemployment rate (seasonally adjusted)</i>	4.6%	4.7%	4.3%	-0.1	0.3
Employed	18,066	17,940	18,363	126	-297
Nonfarm Payroll Employment					
Total nonfarm employment	18,280	18,150	17,970	130	310
<i>Total nonfarm employment (seasonally adjusted)</i>	18,940	18,930	18,610	10	330
Total private					
Mining, logging, and construction	1,140	1,120	1,130	20	10
Mining and logging	120	120	130	0	-10
Construction	1,020	1,000	1,000	20	20
Manufacturing	1,760	1,770	1,600	-10	160
Durable goods	430	450	410	-20	20
Wood product manufacturing	240	250	250	-10	-10
Nondurable goods	1,330	1,320	1,190	10	140
Food manufacturing	560	540	430	20	130
Paper manufacturing	690	700	690	-10	0
Trade, transportation, and utilities	3,510	3,520	3,500	-10	10
Wholesale trade	190	190	180	0	10
Retail trade	3,020	3,020	3,000	0	20
Transportation, warehousing, and utilities	300	310	320	-10	-20
Information	160	150	140	10	20
Financial activities	690	690	710	0	-20
Professional and business services	800	830	840	-30	-40
Private education and health services	2,420	2,390	2,440	30	-20
Leisure and hospitality	4,590	4,510	4,430	80	160
Accommodation and food services	4,370	4,240	4,170	130	200
Accommodation	1,470	1,460	1,340	10	130
Food services and drinking places	2,900	2,780	2,830	120	70
Other services	590	590	550	0	40
Government	2,620	2,580	2,630	40	-10
Federal government	170	180	170	-10	0
State government	320	320	320	0	0
Local government	2,130	2,080	2,140	50	-10
Local education	1,080	1,040	1,100	40	-20
Local government excluding educational services	1,050	1,040	1,040	10	10

The most recent month is preliminary, the prior month is revised. Prepared in cooperation with the U.S. Department of Labor, Bureau of Labor Statistics.

Civilian labor force includes employed and unemployed individuals 16 years and older by place of residence. Employed includes payroll employment, self-employed, unpaid family workers, domestics, agriculture, and labor disputants. Unemployment rate is calculated by dividing unemployed by civilian labor force.

Nonfarm Payroll Employment: Data are by place of work and cover full- and part-time employees who worked or received pay for the pay period that includes the 12th of the month. The data exclude the self-employed, volunteers, unpaid family workers, and domestics.

Seasonally adjusted nonfarm payroll employment increased by 10 in February to 18,940 jobs. Seasonally adjusted figures compare expected changes with actual changes. A gain of 120 jobs was expected for the month, but the county added 130 jobs. The private sector grew by 90 jobs, and total government employment rose by 40. The leisure and hospitality industry added 80 jobs. Private education and health services rose by 30. On the other hand, professional and business services shed 30 jobs. Local government education added 40 jobs. Other industries had smaller changes.

February's total nonfarm employment was up from the previous year by 310 jobs, an increase of 1.7%. The county lost 4,820 jobs in April, 2020 as the pandemic hit, and it remains 320 jobs below the prepandemic level of February, 2019. Some major industries gained jobs over the past year but others have plateaued or shed a few. Leisure and hospitality added 160 jobs over the previous year. Food manufacturing was up 130 jobs. Other services gained 40 jobs. Professional and business services lost 40 jobs over the year.

In February, 2023, the unemployment rate for Clatsop County (not seasonally adjusted) was 4.9%, down from 5.5% the previous month but up from 4.3% in February, 2022.

Although the region, like the rest of the state and entire country, has been dealing with the effects of the coronavirus, the long-term trend is still for continuing in-migration and growth in the region, especially in Clatsop County. Tourism and travel should continue to grow in Clatsop County in the years ahead. The southern part of the county is the closest coastal access for Portland residents, and Astoria in the north attracts many visitors due to its river location, historic charm, and cruise ship visits. The increasing number of retirees and older people moving to the region will continue to stimulate demand for housing, health services and recreational opportunities.

Tourism continues to grow as an economic factor in Clatsop County as the Oregon Coast continues to be identified as the most popular travel destination by out-of-state visitors. The trade and service sector make up a sizable portion of the non-manufacturing employment in the county, and a large portion of these jobs are directly related to the tourism industry or at least benefit from tourism. Thus, as the Portland Metropolitan Area and the rest of the Pacific Northwest continues to grow and Oregon continues to be a popular travel destination, it appears likely that the tourism industry will remain a strong economic factor in Clatsop County.

Although Clatsop County is classified as a rural county, its economy doesn't always perform like a typical rural county in Oregon. Employment in Clatsop County has been growing stronger than in most rural counties, unemployment is lower, and the county's population is younger. Clatsop County has more working age adults than many rural counties, and close to average numbers of youth and seniors. Clatsop County ranked 10th out of Oregon's 36 counties for having the highest share of adults ages 18-64. It ranked just below Deschutes County (Bend) and just above Marion County (Salem), both metro areas. Clatsop County also has a natural increase (more births than deaths) in its population of about 0.5% per year, unlike most rural counties in Oregon, which have more deaths than births.

Clatsop County's unemployment rate has been much lower than most rural counties and has been similar to metro areas in the state. Clatsop County has seen more employment growth after the Great Recession than most rural counties. It hasn't grown quite as fast as most metro areas, but it has had net job growth and was setting new highs for employment before the impact from COVID-19.

Clatsop County also has an industry structure that is more like metro areas than most rural counties. A notable feature of most rural counties is that government provides a larger share of total payroll than it does in metro areas. Government provided 15.8% of all payroll jobs in metro counties in 2016, and 24.1% of all jobs in rural counties. In Clatsop County government provided 16.0% of jobs, nearly identical to the metro figure.

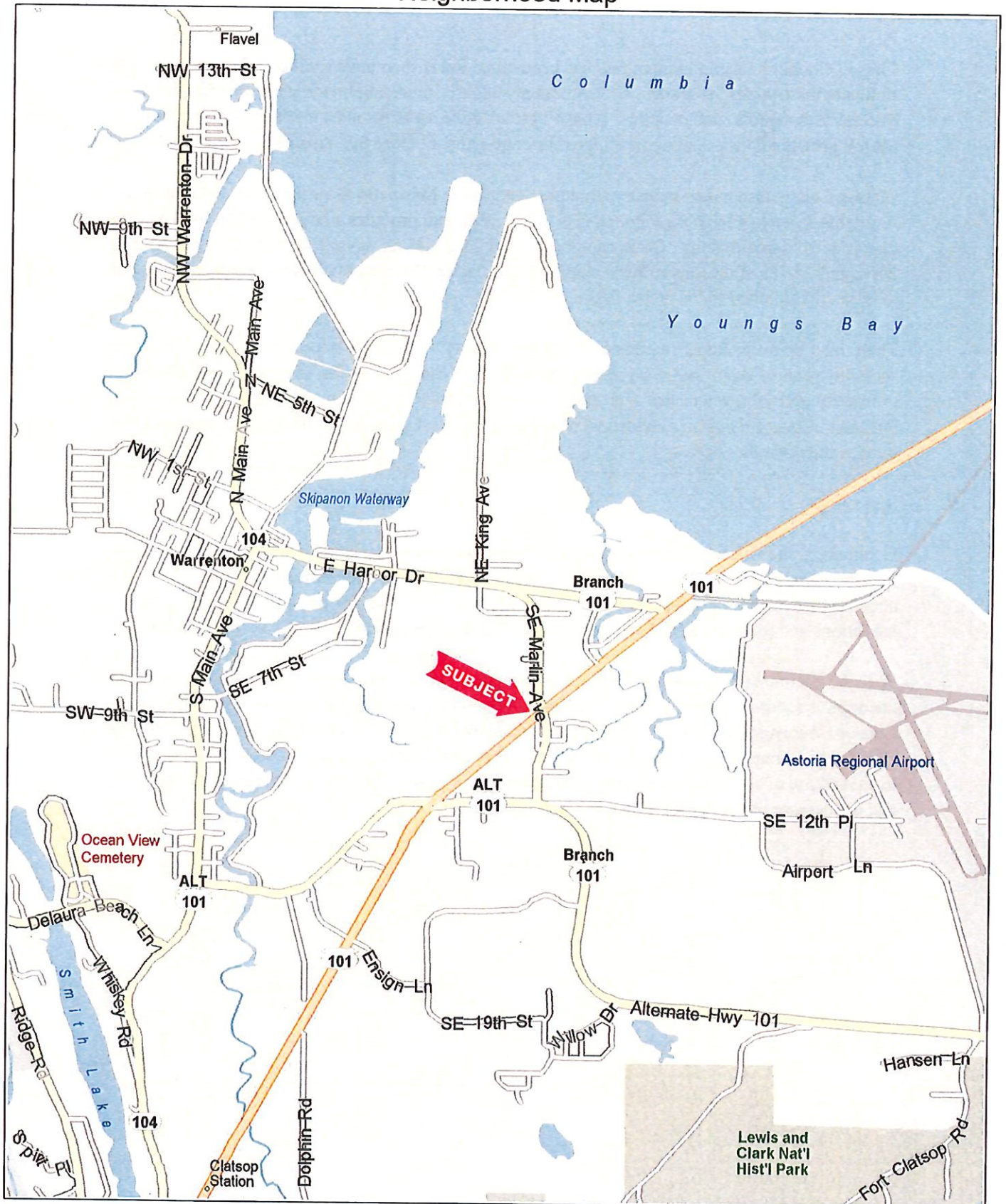
There may be a variety of reasons that Clatsop County's economy is similar to Oregon's metro economy; one of them has to be its proximity to Portland. Along the Oregon Coast, economic prosperity and job growth has a pronounced trend of decreasing with increasing distance from Portland. Clatsop County is blessed with being the quickest coastal destination from Portland and it reaps the rewards.

Summary

In summary, the Clatsop County Region had historically been heavily dependent on relatively few industries, particularly wood and wood products and fishing and seafood processing. Some communities such as Cannon Beach and Seaside have long had strong tourist and recreational attractions and tourist-oriented economies which have helped to diversify the overall economy.

With the decline in the fishing industry as well as the wood products and shipping industries, more attention is focused upon the tourist industry county-wide. Although tourism is very important to Clatsop County, it had experienced only a moderate increase in permanent residents since 1980, but this changed somewhat between 2010 and 2020 when population increased 10.60%. This compares to an increase of only 2.50% between 1980 and 1990, an increase of 6.99% between 1990 and 2000, and an increase of 3.96% between 2000 and 2010.

Neighborhood Map



0 mi 0.2 0.4 0.6 0.8 1 1.2

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Neighborhood Description

The subject property is located in Clatsop County, which is situated in the extreme northwest portion of the state of Oregon. More specifically, the subject property is located along the north side of U.S. Highway 101, a short distance west of S.E. Marlin Avenue in the easterly portion of the city of Warrenton. This is part of the greater Astoria area, which is comprised of the cities of Astoria and Warrenton and unincorporated areas of Stevenson and Knappa, all of which are situated in the vicinity of the mouth of the Columbia River in the far northwest corner of the state of Oregon.

The subject’s general area is considered to be the east portion of the city of Warrenton, which is bounded on the north and east by Youngs Bay, on the south by unincorporated Clatsop County, and on the west by the Skipanon River. The more specific neighborhood is considered to be the commercial corridor along Highway 101 that currently consists of the area just southwest of the Youngs Bay Bridge to approximately S.E. Ensign Lane.

The following chart summarizes demographic information regarding the subject neighborhood utilizing the subject location as the central point for the radius figures.

LOCAL AREA DEMOGRAPHICS							
DESCRIPTION	1 MILE	3 MILE	5 MILE	DESCRIPTION	1 MILE	3 MILE	5 MILE
Population	624	7,187	18,296	Households By Income			
Households	221	2,915	7,847	< \$15,000	4.1%	5.4%	5.9%
Total Housing Units	283	3,178	8,610	\$15,000 - \$24,999	6.3%	4.9%	5.6%
Owner Occupied	58.0%	62.6%	55.7%	\$25,000 - \$34,999	12.2%	8.9%	9.5%
Renter Occupied	20.1%	29.2%	35.4%	\$35,000 - \$49,999	11.8%	13.3%	13.6%
Median Home Value	\$266,892	\$295,804	\$310,886	\$50,000 - \$74,999	16.7%	17.9%	19.8%
Average Home Value	\$356,442	\$364,706	\$364,135	\$75,000 - \$99,999	15.4%	16.7%	15.5%
Avg. Household Income	\$79,579	\$85,206	\$85,711	\$100,000 - \$149,999	29.0%	23.3%	19.8%
Med. Household Income	\$72,221	\$74,358	\$67,576	\$150,000 - \$199,999	3.2%	8.1%	7.3%
Per Capita Income	\$32,242	\$34,813	\$36,825	\$200,000+	0.9%	1.5%	3.0%

Source: Sites To Do Business Online

Commercial development is primarily found along U.S. Highway 101 in Warrenton, and northeast of the subject along Highway 30 in Astoria, and in downtown Astoria along both Commercial Street and Highway 30. Commercial development along U.S. Highway 101 in Warrenton is anchored by several properties including the Young’s Bay Plaza Shopping Center, whose major tenants consist of a Rite-Aid store and a Ross Dress-For-Less store. In 2018 National Grocers opened a 17,289 sq.ft. store in the shopping center. Just northwest of this shopping center, at the southwest corner of Harbor Street and Neptune Avenue, is Warrenton Center, which consists of a former Costco store that has been demised into three tenant spaces. At the northwest corner of U.S. Highway 101 and Neptune Avenue is a Fred Meyer store.

At the northwest corner of Harbor Street and U.S. Highway 101 is a Shilo Inn, a Walgreens store and Premarq Centre, an average quality, two-story, multi-tenant retail/office building. At the northwest corner of Marlin Avenue and U.S. Highway 101 is the Kia car dealership, along with several other commercial properties along Marlin Avenue, including a Dairy Queen restaurant, a Columbia Bank branch and a Bank of the Pacific branch. Along S.E. Marlin Avenue, south of U.S. Highway 101, there are several small commercial and industrial buildings, including a Les Schwab Tire store.

Further west along the north side of Fort Stevens Highway spur (U.S. Highway 101 Business) is the 19,000 sq. ft. Tractor Supply Company building that was constructed in 2019 on a 2.71 acre site. Just to the east of it, construction has commenced on a 27,550 sq. ft. Roby's Furniture store on a 1.92 acre site.

A short distance southwest of these commercial properties are the two largest commercial developments in the Astoria/Warrenton area. They consist of the North Coast Retail Center, which is anchored by Costco and Warrenton Highlands, which is located directly across U.S. Highway 101. This latter development is located adjacent to a Home Depot store, which fronts U.S. Highway 101, and a Toyota dealership. It currently consists of three buildings, the largest of which is occupied by Dollar Tree, Petco and Harbor Freight Tools. There is also an O'Reilly Auto Parts store located near the corner of U.S. Highway 101 and S.E. Ensign Lane, and a multi-tenant retail building containing 9,373 sq. ft. of rentable area. A Wendy's restaurant is located on a pad site fronting on S.E. Ensign Lane.

The North Coast Retail Center located along the east side of U.S. Highway 101 at S.E. Ensign Lane is anchored by a Costco store. Other buildings that have been developed in this center along the west side of S.E. Discovery Lane include a Goodwill store, an Auto Zone store, a Verizon store, a Taco Bell restaurant, a Wauna Federal Credit Union branch building, a Human Bean Coffee kiosk building, a Mattress Firm store and a small multi-tenant building that was constructed in 2016. At the corner of S.E. Ensign Lane and S.E. Discovery Lane is a Panda Express restaurant. Just north of it is a small multi-tenant building. North of the Costco store is a 32,317 sq. ft. building that is anchored by a 21,039 sq. ft. TJ Maxx store. In 2018, a Walmart store opened on a site at the southeast corner of U.S. Highway 101 and Ensign Lane. Just to the east of the Walmart store is the Dane Gouge Astoria Ford Dealership. Lastly, a TLC Credit Union building is located at the corner of U.S. Highway 101 and Ensign Lane, adjacent to the WalMart store.

The other major area of commercial development is in Astoria along Highway 30 and in the downtown area. Because Astoria has transformed itself into a tourist destination, there are a number of hotels and motels along Highway 30. There are also a number of one and two-story commercial buildings situated along Highway 30 west of downtown. Also along the north side of Highway 30 are several warehouse buildings. There is also commercial development east of downtown along Highway 30, with the most significant consisting of a Safeway store.

Retail uses in the downtown Astoria area include a variety of retail stores, gift shops, clothing stores, taverns, restaurants and many other pedestrian-oriented establishments. Financial institutions in the downtown area include Lewis & Clark Bank (formerly Clatsop Community Bank), Columbia Bank, U.S. Bank and Wells Fargo. Other significant uses in the Central Business District include the Clatsop County Courthouse, Astoria City Hall and several other state, county and municipal offices.

Residential uses within the subject's general neighborhood are located primarily to the west of U.S. Highway 101 in the general vicinity of downtown Warrenton and along either side of Warrenton Drive and Main Street. An apartment complex was completed within the last several years on the west side of N.E. Skipanon Drive, north of N.E. 1st Street. Some newer residential development is located east of the Costco store, including the newer 68-unit Pacific Rim Apartments. Additionally,

the majority of residential development in the general area is located to the northeast across Young's Bay within the city limits of Astoria. Housing in this area consists mainly of conventional homes and apartment complexes.

The most significant land use in the subject's general area is the Warrenton/Astoria Regional Airport, which covers approximately 870 acres and has two asphalt-paved runways. There has not been commercial airline service through the airport since 2010. The Port of Astoria owns and operates the air facility, which is currently home to the United States Coast Guard Sector Columbia River, which operates its rescue helicopters from the airport. Lektro Manufacturing is located in a converted airport hangar along S.E. Freight Line Drive at the airport. The Warrenton-Astoria Regional Airport Industrial Park is a 45-acre site adjacent to the airport that is available for development.

West of the airport is some additional industrial development and north of downtown Warrenton are several properties, including a property that Fiber-Nygaard Logging leases from the City of Warrenton. Along the west side of the Skipanon River is the Hampton Lumber Mill. Pacific Seafood, a seafood processing plant in Warrenton that was destroyed by fire in 2016, opened a new facility in August, 2018. In the city of Astoria, industrial development is limited and is generally concentrated in three areas located on the river front. The first is located near Tongue Point at the eastern edge of town; the second area is located next to the West Mooring Basin near the Astoria-Megler Bridge, which links Oregon and the state of Washington; and the third is next to the East Mooring Basin.

The older Central Business District of Warrenton is located approximately one mile west/northwest of the subject. This area consists primarily of one and two-story commercial and retail storefront buildings, typical of older downtown core areas.

In summary, the subject property is located in the eastern section of the city of Warrenton, in Clatsop County in an area with considerable commercial development. Given its location along U.S. Highway 101, the major highway along the Oregon Coast and situated between Astoria to the north and Gearhart/Seaside to the south, the subject neighborhood is likely to continue as a good location for commercial growth as economic conditions warrant.

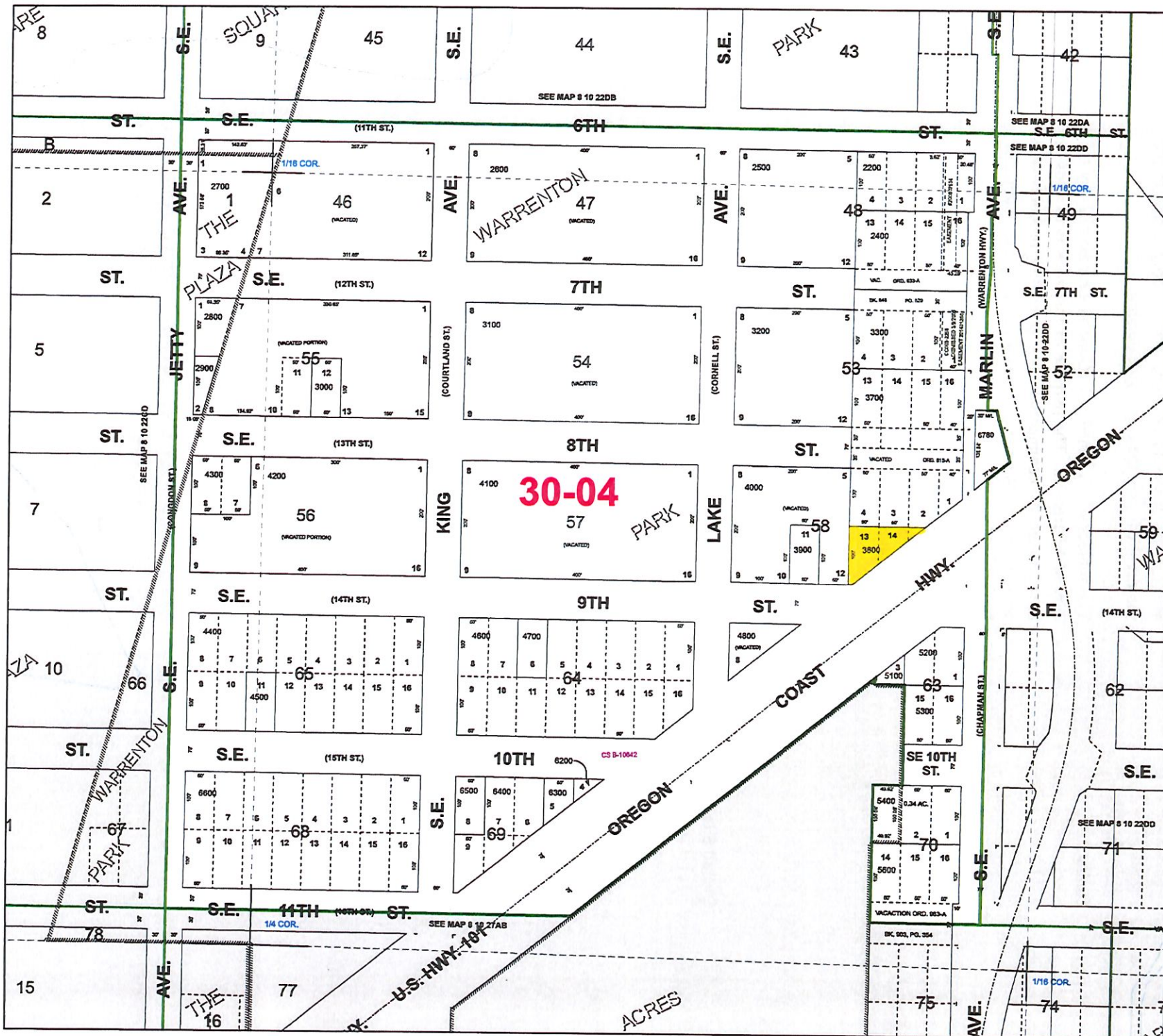
Site Description

Location:	The subject site, which is currently being utilized as part of the Warrenton Kia dealership, is located along the north side of U.S. Highway 101, a short distance west of S.E. Marlin Avenue in Warrenton, Oregon. The dealership has an address of 801 S.E. Marlin Avenue. On the plat map at the end of this section, the subject is identified as Tax Lot 3800, Map 8 10 22 DC, Clatsop County.
Size & Shape:	According to the Clatsop County Assessor's plat map, the subject site, which is basically triangular in shape, is estimated to contain approximately 6,350 sq.ft. For additional details concerning the subject's size and shape, as well as its location, refer to the plat map following this section.
Topography:	The subject site is basically level and at grade, with the balance of the Warrenton Kia dealership.
Accessibility:	Direct access to the subject site is over the larger Warrenton Kia dealership, which has direct access from S.E. Marlin Avenue, a short distance north of U.S. Highway 101. Overall, access to the Warrenton Kia dealership is considered to be good due to its frontage on U.S. Highway 101 and access from S.E. Marlin Avenue.
Exposure:	The Warrenton Kia dealership and the subject site has very good exposure due to its frontage on U.S. Highway 101.
Utilities:	All necessary public utility services are available to the larger Warrenton Kia dealership and are assumed to be adequate.
Flood Hazard Area:	According to FEMA Flood Insurance Rate Map, Panel No. 41007C0217E dated September 17, 2010 and the County mapping system, the subject appears to be located in Zone AE, which is a base flood plain subject to mandatory flood insurance purchase requirements. This flood zone appears to extend to many of the properties in the subject's surrounding area. For further information, refer to the Interflood map at the end of this section.
Environmental Issues:	A Phase I Environmental Assessment was not provided to the appraiser. The value estimate in this report is predicated on the important assumption that there are no environmental conditions adversely affecting the subject property.

Easements: No title report was made available to the appraiser; however, as previously mentioned, the subject is being utilized as part of the Warrenton Kia dealership and, for purposes of this appraisal, it is assumed that there are no adverse easements affecting it. It should be noted that the only access to the subject site is over the existing dealership.

Zoning: The subject site is zoned C-1 (General Commercial) by the City of Warrenton. The purpose of this zone is to allow a broad range of commercial uses providing products and services in the Warrenton downtown area, the Hammond Business District & Marina, and along the U.S. Highway 101 corridor. A number of uses and their accessory uses are permitted along U.S. Highway 101 and S.E. Marlin Avenue, including retail business establishments; eating and drinking establishments; automobile sales and/or service and parts establishments; hotel, motel or other tourist accommodations; professional, financial, business and medical offices; and boat and marine equipment sales, service or repair facility. A number of conditional uses, when approved, are also allowed along U.S. Highway 101 and S.E. Marlin Avenue.

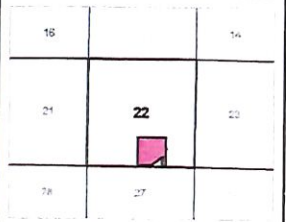
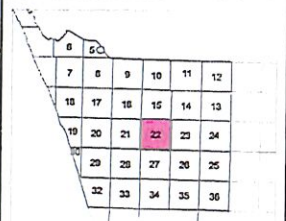
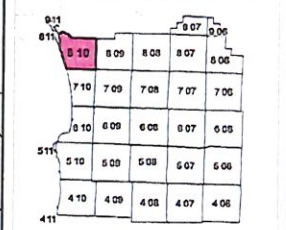
Overall Site Analysis: The subject site is located at the southwest corner of the larger Warrenton Kia dealership property that is situated at the northwest corner of U.S. Highway 101 and S.E. Marlin Avenue in Warrenton. It is a triangular-shaped site that is currently being utilized to park cars on the dealership lot. The larger Warrenton Kia dealership property has all utilities available and, for purposes of this appraisal, is assumed to have no adverse environmental conditions or easements. Although it is located within a base flood zone requiring mandatory flood insurance, this applies to many of the properties in the subject's surrounding area.



8 10 22 DC
CLATSOP COUNTY
 SW 1/4 SE 1/4 SEC.22 T8N R10W WM



Scale 1:1,200



CANCELLED TAXLOT NUMBERS

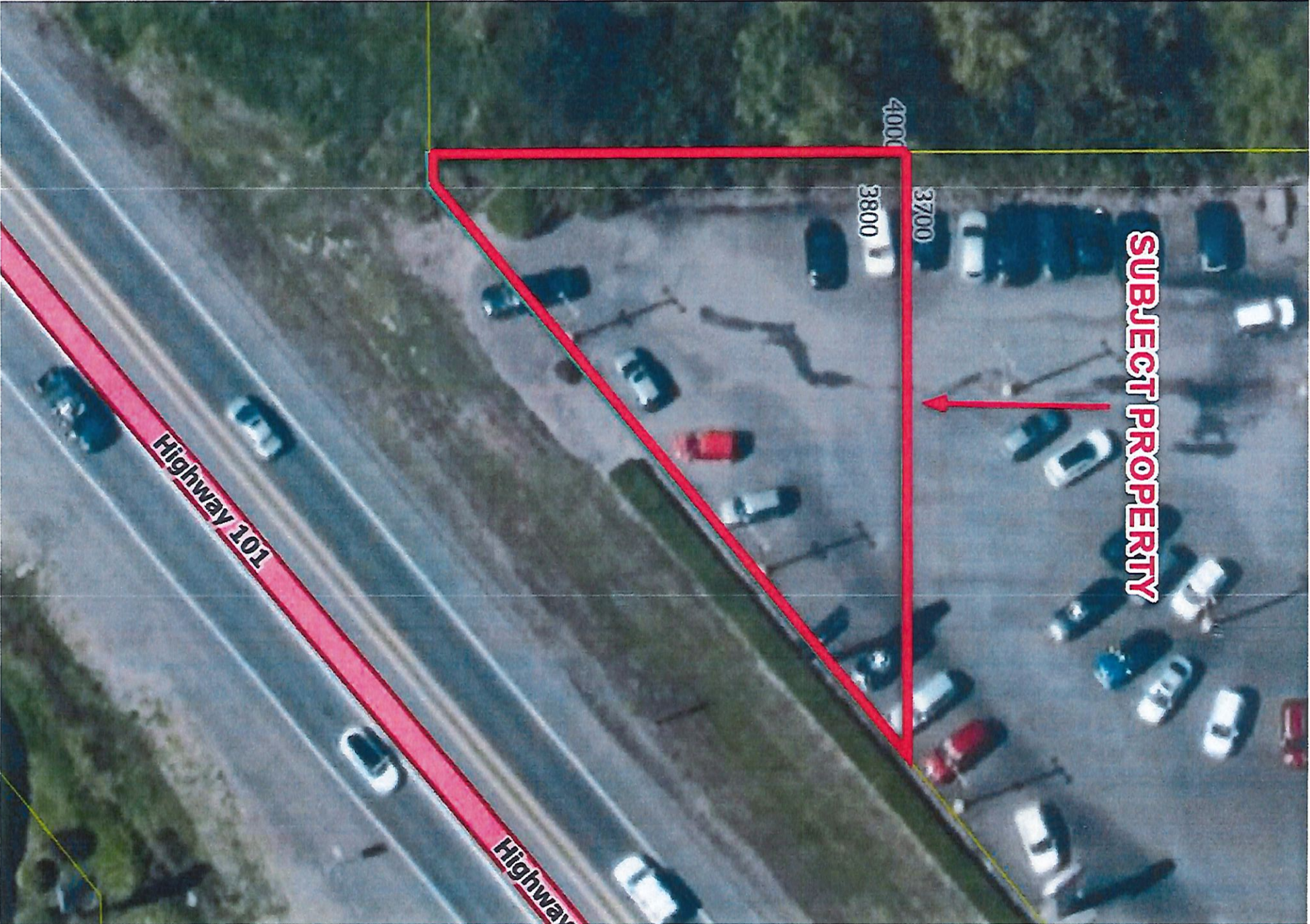
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200	900	1600	2401	5700
300	1000	1700	2480	5800
400	1100	1800	3400	5900
500	1200	1900	3500	6000
600	1300	2000	3600	6100
700	1400	2100	4900	



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT
www.co.clatsop.or.us

This map 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.

PLOT DATE: 7/25/2022
8 10 22 DC



SUBJECT PROPERTY



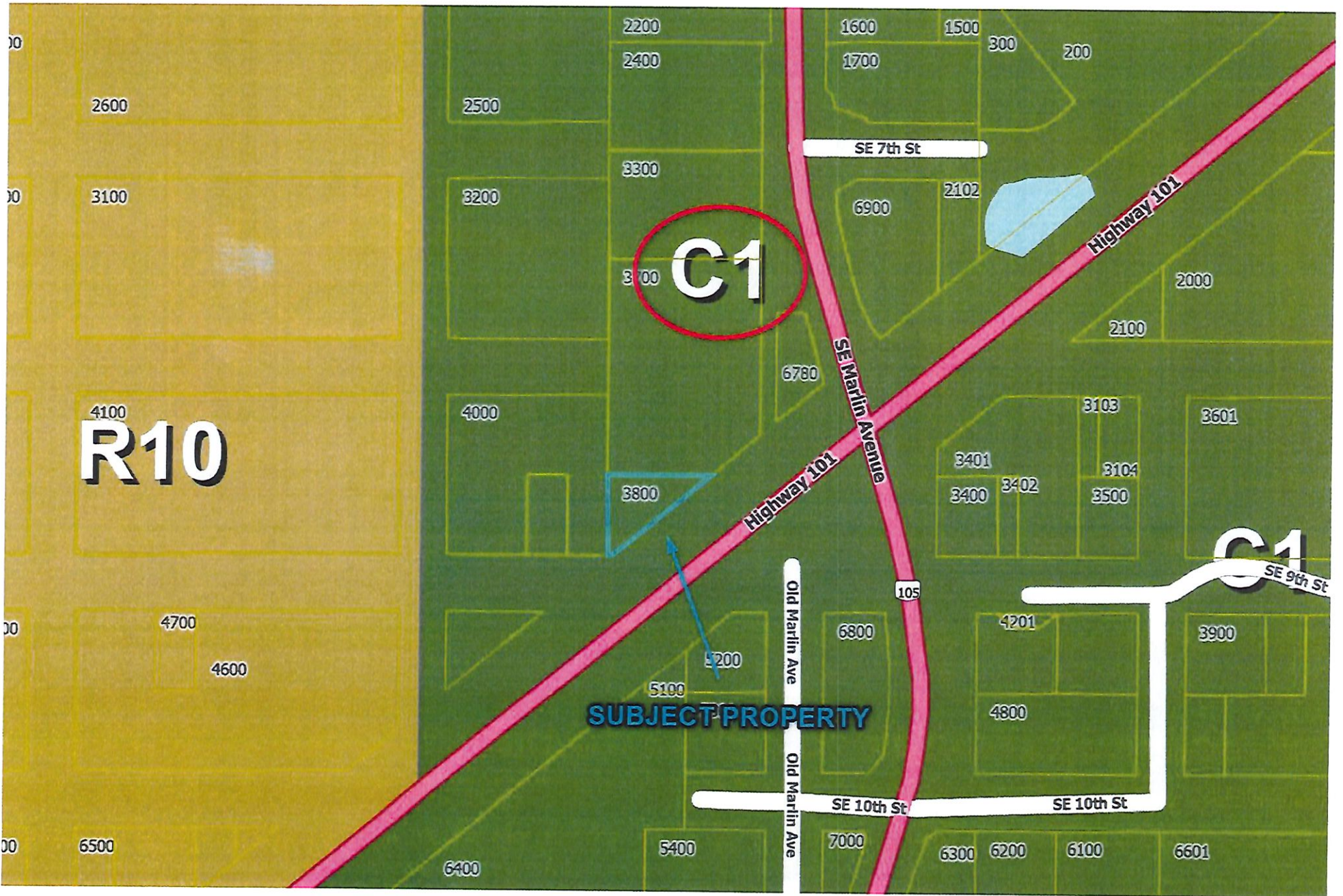
4000

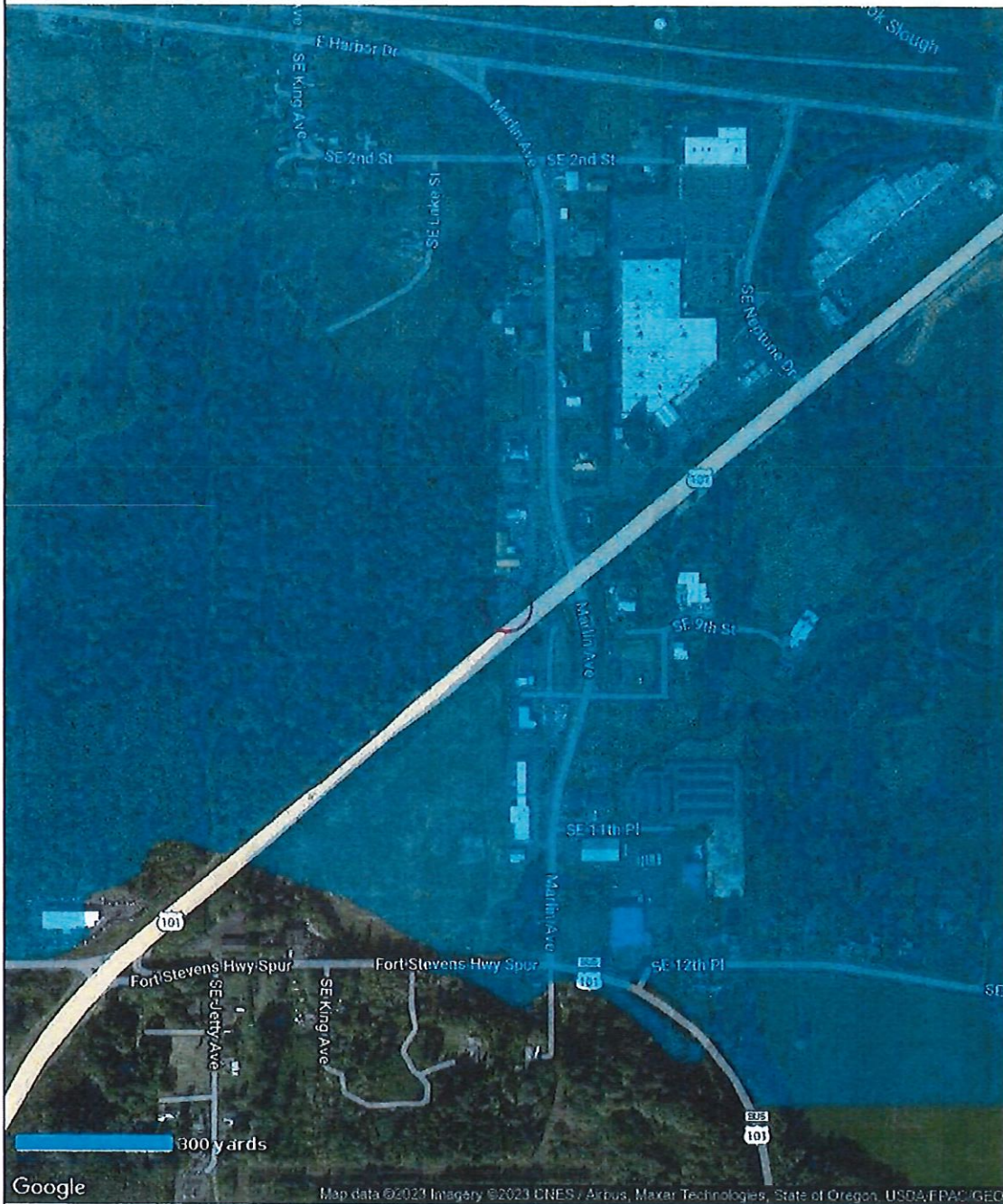
3800

3700

Highway 101

Highway





Google







Map data ©2021 Imagery ©2021 CNES / Airbus, Maxar Technologies, State of Oregon, USDA, FPAC, GEO

MAP DATA

FEMA Special Flood Hazard Area: Yes
Map Number: 41007C0217E
Zone: AE
Map Date: September 17, 2010
FIPS: 41007

MAP LEGEND

Powered by CoreLogic®

- | | |
|--|---|
|  Areas inundated by 500-year flooding |  Protected Areas |
|  Areas inundated by 100-year flooding |  Floodway |
|  Velocity Hazard |  Subject Area |

Tax Assessment Data

The subject property is liable for annual real estate taxes as levied by the Clatsop County Assessor. Real property in the State of Oregon is assessed at a variable percentage of its Real Market Value (RMV). The RMV for the subject property for the 2022-23 tax year is summarized as follows:

<u>Land</u>	<u>Improvements</u>	<u>Total RMV</u>	<u>Taxes</u>
\$142,122	\$8,853	\$150,975	\$963.26

In Oregon, all properties carry a Real Market Value (RMV), a Maximum Assessed Value (MAV), and an Assessed Value (AV). The MAV, which is statutorily determined, typically is lower than the RMV and increases by 3% annually. However, the increase may be greater if new improvements are added or any of several other “exception” events occur, or lower if the RMV drops below the MAV. AV is the lower of the RMV and MAV. Taxes on non-specially assessed properties are based on the AV multiplied by the current tax rate, subject to certain limitations and exclusions.

It should be noted that this report has not considered the impact on value of any unpaid property taxes, deferral taxes, LIDs or any other similar liens, as they are considered forms of financing or debt and the subject property is being valued as if unencumbered.

Description of Improvements

The subject site is currently being utilized in conjunction with the larger Warrenton Kia dealership. The only improvements on the subject site is some asphalt paving, with the subject utilized to park cars in conjunction with the larger dealership lot.

Highest and Best Use

The highest and best use is defined as that reasonable and probable legal use that will support the highest present value, as defined, as of the effective date of the appraisal. Alternatively, that use from among reasonable, probable and legal alternative uses found to be physically possible, appropriately supported, financially feasible, and which results in highest land value.

Implied within this definition is that the determination of highest and best use results from the appraiser's judgment and analytical skills, and is not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which a value is based. In a context of most probable selling price (market value) another appropriate term to reflect highest and best use would be most probable use. In order to estimate the subject property's highest and best use, it is necessary to analyze those various potential uses for the property, and to analyze those various restraints placed upon its use, including social, economic, governmental and physical.

With respect to the subject site, the following factors have been considered in estimating an appropriate highest and best use for the subject.

Legal Considerations

The primary legal consideration affecting the subject site is the City of Warrenton's zoning designation. As previously discussed, the subject site is zoned C-1 (General Commercial), which allows for a broad range of commercial uses, including: professional, financial, business and medical offices; retail business establishments; automobile sales and/or service and parts establishments; eating and drinking establishments; hotel, motel or other tourist accommodations; and boat and marine equipment sales, service or repair facilities.

No adverse easements were noted and it is assumed that there are no environmental issues affecting the subject property. However, the subject is located in a 100-year flood hazard area, similar to most of the properties in the subject's immediate area.

Physical Considerations

The subject site contains an estimated 6,350 sq.ft. and is triangular in shape. It is located at the southwest corner of the larger Warrenton Kia dealership that is located at the northwest corner of U.S. Highway 101 and S.E. Marlin Avenue in Warrenton. The site is basically level. All necessary utilities are available to the larger Warrenton Kia dealership and are assumed to be adequate.

Market Overview & Feasibility

The state of the regional and national economies are important factors that affect the real estate market in the Warrenton/Astoria area and all of Clatsop County, which is heavily dependent upon tourism. The Portland Metropolitan Area is by far the largest metropolitan area closest to Warrenton. Thus, the unemployment rate for Oregon, the Portland Metropolitan Area and Clatsop County are considered important, as well as the national unemployment rate.

The most recent release by the State of Oregon Employment Department reported the seasonally adjusted unemployment rate for the United States was 3.6% in February, 2023, up slightly from 3.4% the previous month, but down from 3.8% in February, 2022. The unemployment rate for the state of Oregon was 4.7% in February, 2023, down slightly from 4.8% the previous month but up from 3.7% in February, 2022. The unemployment rate for the Portland Metropolitan Area was 4.2% in February, 2023, up slightly from 4.1% the previous month and up from 3.9% in February, 2022. Locally, Clatsop County's seasonally adjusted unemployment rate was 4.6% in February, 2023, down slightly from 4.7% the previous month but up from 4.3% in February, 2022.

Because the Warrenton/Astoria area and other cities in Clatsop County are heavily dependent upon tourism, the overall state of the economy is an important factor when considering the overall health of the land and commercial real estate markets.

Regarding the current conditions and economic outlook, the following is taken from the State of Oregon's Office of Economic Analysis March 2023 report and reflects current economic conditions and expected outcomes:

Economic Outlook

Either the economic storm clouds have parted, or we are in the eye of the hurricane. Any near-term recession fears of forecasters are fading with each month of somewhat lower inflation and the continued economic boom. However, the Federal Reserve must still navigate the choppy waters of a tight labor market, fast wage growth, easing financial conditions, and strong household finances and consumer spending. All of these are likely to keep the underlying trend in inflation above the Fed's two percent target for the foreseeable future.

Last quarter our office made a mild recession starting in the second half of 2023 as the most likely outcome for the Oregon economy. At the time our office developed that forecast there had been no slowing in inflation at all, and the Federal Reserve was actively communicating they were willing to risk a recession to bring inflation down. Today, there have now been a few months of relatively slower inflation. Nationally, the Consumer Price Index is running in the 4-5 percent range on an annualized basis in recent months. To be sure this is still about twice as fast as the Fed's target. The Fed has more work to do.

However, inflation in recent months is considerably slower than the pace throughout much of last year. The Fed is also now taking more of a wait and see approach. Primarily they are waiting for the lagged impacts of past interest rate hikes to cool the economy, and inflation in the months ahead. What this means for the forecast is that the potential recessionary dynamics are likely pushed further out.

Our office is now moving the recession out of the baseline and back to an alternative scenario. As of today, the baseline forecast is for the soft landing and continued economic expansion. That said, the economy is still in rough waters. The sailing will be far from smooth. Ultimately it remains an uncomfortably high likelihood that the needed future interest rate increases to truly cool inflation will capsize the economy at some future date. But the combination of the clear near-term strength

in the economy, and the uncertainty surrounding the exact timing of a potential recession makes doing so this far in advance challenging, if not impossible.

Reasons for Economic Optimism

Inflation has slowed in recent months. There is no question that inflation, and how the Federal Reserve responds, remains the key macroeconomic issue to watch. At the time our office developed the previous forecast there had been no slowdown in inflation. Since then, there have now been four months of relatively slower inflation in a row. This slowing began with the October Consumer Price Index data, which was released less than a week prior to our previous forecast's release date and was therefore too new to be factored in. This relatively slower inflation has now run through the just released January 2023 CPI data.

The two main takeaways from the recent inflation data are that inflation remains both too high relative to the Fed's target and it has also slowed noticeably. While the former points toward the ongoing going need for future interest rate increases that could drive future recessionary dynamics, it's the latter that helps improve the near term economic outlook. A few months of slower inflation helps buy the economy time to continue to readjust to its post-pandemic life. Even if the future need for further rate increases ultimately outweighs the recent slowdown in terms of the macroeconomy, the timing of those potential impacts is delayed. And if the slowdown in inflation is more long-lasting and sustained, a true economic soft landing is increasingly likely. Neither a recession nor a soft landing scenario are a slam dunk today as both remain plausible.

Now, inflation was expected to slow from peak rates during the middle of last year. As consumer demand for goods cooled and alleviated some pressure on supply chains, and the oil shock from Russia's invasion of Ukraine faded, overall inflation would slow. To date these dynamics have come to pass but a bit faster than previous forecasts anticipated. In the fourth quarter of 2022 headline inflation slowed to a 2 percent annualized rate, even as core inflation which excludes food and energy remained closer to 4 percent on an annualized basis.

However, the sharp slowing in goods prices and drop in oil prices are more of a one-time event. Underlying inflation remains faster. As such the near-term outlook for inflation is for it to pick back up to a 4 percent annualized pace during the middle of this year, with 2022q4 to 2023q4 inflation ultimately coming in at 3.6 percent. After that time, higher interest rates and a slower growing economy will slow inflation further in 2024 and 2025. Even under the best of circumstances it was going to be a multi-year period to get inflation fundamentally back to the Fed's target.



Ultimately the Federal Reserve remains in a difficult position. It raised rates considerably in 2022, and is now taking more of a wait and see approach. The Fed expects to raise interest rates one or two more times, but these will just be following through on previously built expectations last year. Historically the impact of past interest rate increases takes time before it cools the economy. And so the Fed today is largely waiting for those lagged impacts to kick in and slow economic growth.

That said, the current underlying strength in the economy - in terms of jobs, income, and consumer spending - will likely keep upward pressure on inflation. There is no wage-price spiral, but this economic strength continues to point toward wage-price persistence, where inflation remains above target for the foreseeable future. That is the primary reason for the near-term inflation acceleration in the forecast. If this outlook comes to pass it means the Fed has more work to do once inflation firms well above target. As such, the Fed is likely to stick to the higher for longer script, which means interest rates increases above and beyond what they are currently projecting, and/or holding interest rates higher for a longer period of time. Should this forecast prove accurate it is an open question as to the timing of when the Fed will adjust its policy stance. Depending on the data, it could be as early as this spring or as late as this fall.

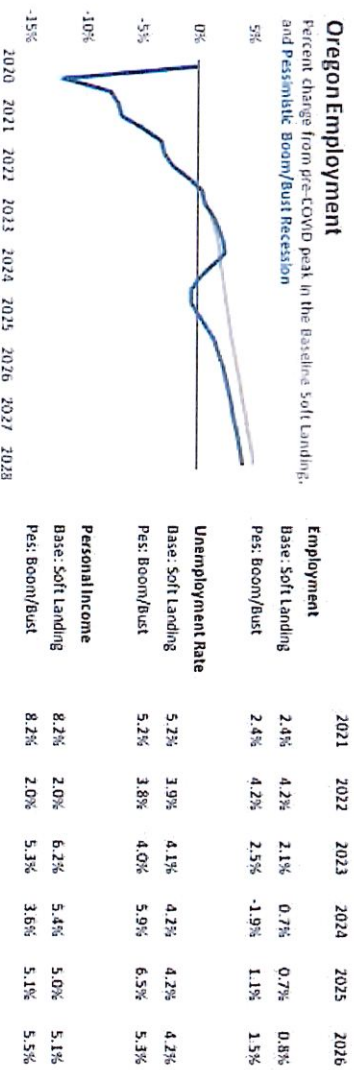
Even so, the recent relative slowing in inflation buys the economy some time to continue to readjust and find better balance. This likely pushes the potential recessionary risks further into the future, and increases the likelihood of a true soft landing, no recession scenario. The economy is still in for choppy waters and will need to adjust to higher interest rates. However the timing of these changes, and any potential recessionary dynamics appear further off than they did last quarter.

Alternative Scenarios

The baseline outlook is our forecast for the most likely path for the Oregon economy. As with any forecast, however, many other scenarios are possible. A revival in inflation appears likely, or at least inflation is likely to remain above the Federal Reserve's target for the foreseeable future. As such, the Fed likely will need to raise interest rates further to cool the economy. The combination of high inflation, rising interest rates, and slowing economic growth is problematic. The risk of a recession in the future remains very real. The alternative scenario below is not the lower bound of all outcomes, but rather one plausible scenario modeled on realistic assumptions.

Alternative Scenario

Mar 2023



Optimistic Scenario: The Soft Landing

Should the economy fall into recession in the near-term, it would likely be a mild recession due to inflation expectations remain well anchored, businesses looking to hoard labor, and strong household finances keeping spending relatively strong. However, the longer the cycle lasts, the more things can change. And with the current underlying strength in the economy and somewhat slower inflation, it likely pushes any potential recessionary dynamics further out. As such, it is possible that today's household savings could be spent down in the months ahead, leaving weaker consumers when a recession does come, leading to larger layoffs than expected. As such, the boom/bust alternative scenario this forecast is for a moderate sized recession beginning in early 2024.

The nature of the moderate recession is based on the impacts of higher interest rates, which will impact goods producing industries to a greater degree than service-providing industries. And the severity of the cycle is close to the average recession Oregon has experienced since World War II, excluding the severe cycles in the early 1980s, the Great Recession, and the COVID recession. Looking specifically at the recessions beginning in 1957, 1960, 1969, 1973, 1990, and 2001, Oregon's average employment change has been a decline lasting three quarters and totaling 2.7 percent, followed by a four quarter recovery period to regain the lost jobs.

The 2024 moderate recession scenario is for a three-quarter decline in employment totaling 3.0 percent, followed by a six quarter recovery period, more inline with the so-called jobless recoveries following the 1990 and 2001 cycles, compared to the faster recoveries in the 1950s, 1960s, and 1970s.

The 3 percent decline in employment is a loss of 60,000 jobs. No industry is spared, but goods-producing ones see relatively larger losses at 4.5 percent, while services see slightly fewer losses at 2.8 percent, and the somewhat more stable public sectors experiences job losses of 2.3 percent. The unemployment rate increases to nearly 7 percent by early 2025. Nominal income does not fall outright but growth slows considerably. Income in Oregon is about 2 percent below the baseline.

The COVID-19 pandemic and associated public health response plunged the United States and Oregon economies into a severe recession, with unemployment rate initially spiking above 14% nationally and 24% locally. Government-mandated business restrictions were lifted and higher levels of economic activity have followed as a result of pent-up demand. Various sectors of the real estate market were impacted differently. The lodging industry and restaurant industry, as well as the entertainment industry, were initially considerably impacted by the pandemic. Some retail and office markets were also impacted, but to a much lesser degree, although retail and office markets in downtown Portland were considerably impacted. Multi-family and industrial markets were hardly impacted by the pandemic. The lodging industry along the Oregon Coast, (which is tourist-driven) and especially in Clatsop County, after being greatly impacted by the pandemic, has generally witnessed a full recovery with occupancy and average daily rates as high or higher than before the pandemic. The commercial real estate market in general in Clatsop County has also recovered from the initial impact of the pandemic.

Because the subject site is zoned C-1 and has very good visibility from U.S. Highway 101, supply and demand factors have also been considered, including existing inventory of retail space in the subject's general market area. There are no local real estate companies that issue real estate reports along the north Oregon Coast, which details the overall occupancy of the retail space in the area. However, the CoStar Group collects information on inventory, vacancy and rental data that can be accessed from their analytic database.

Approximately 2,934,624 sq. ft. of retail space in 342 buildings in the larger Clatsop County area was surveyed, with a reported overall vacancy rate of 1.7%. In the Warrenton submarket, 1,127,095 sq. ft. in 55 buildings was surveyed during the second quarter of 2023, with a reported vacancy of 1.8%. Between the first quarter of 2017 and the second quarter of 2023, vacancy rates in the larger Clatsop County area have ranged from 1.3% to 5.0% and in the Warrenton submarket, vacancies ranged from 0.9% to 3.6%.

Since the Warrenton/Astoria area, as well as other cities along the North Oregon Coast are heavily dependent upon tourism, one additional measure of strength of the overall real estate market is to analyze transient room tax collection by those cities with a number of lodging facilities. All hotels, motels, bed & breakfasts and any other entity doing business with nightly room rentals must be registered with the city they are located in to remit room tax on a monthly basis. The following is information concerning transient room tax collection in the city of Astoria since there are very few lodging facilities in Warrenton.

The table on the following page summarizes the transient room taxes collected in Astoria since the 2004-05 fiscal year. In analyzing the history of the transient room tax collected, it is noted that the local room tax on lodging facilities had been at 9% since January 1, 2002. However, effective January 1, 2018, the City of Astoria initiated an additional 2% transient room tax.

Transient Room Tax History (Astoria)

Fiscal Year	Taxes
2004-05	\$744,909
2005-06	\$932,062
2006-07	\$1,029,107
2007-08	\$1,213,778
2008-09	\$1,064,486
2009-10	\$1,023,824
2010-11	\$1,031,670
2011-12	\$1,023,622
2012-13	\$1,198,758
2013-14	\$1,288,522
2014-15	\$1,527,884
2015-16	\$1,779,591
2016-17	\$1,900,111
2017-18	\$2,223,104
2018-19	\$2,521,787
2019-20	\$2,171,706
2020-21	\$2,417,252
2021-22	\$3,308,758
2022-23*	\$2,116,489

* From July 1-December 31, 2022

As the previous chart indicates, there was a decrease in room tax revenue in Astoria during the 2008-09 and 2009-10 fiscal years as compared to the previous years. This decrease was considered primarily due to the past recession. The revenue remained flat during the next two years and then started to increase due to more rooms added and an improving economy. The more recent figures indicated a continued improvement for the lodging facilities in Astoria; however, some of the increase since January, 2018 was due to the increase in transient room tax from 9% to 11%.

The decrease in room revenue during 2019-20 was due to the fact that most lodging facilities were closed in all of Clatsop County for several months in 2020. However, the lodging industry has rebounded in Astoria and all of Clatsop County during the last several years. For the three months

of July, August and September, 2021, transient room revenue in Astoria, was \$1,432,026, compared to the previous high of \$1,059,343 during the same three months in 2019. During the same three month period in 2018, transient room revenue was \$1,047,338 and during the same period in 2020, it was \$819,142. The most recent figures for July, August and September 2022 reflect transient room revenue of \$1,311,487. Although down from 2021/22 figures of \$1,432,026, they were considerably higher than the previous similar quarters. Lastly, from July through December, 2022, transient room revenue was \$2,116,489 compared to the same six months in 2021 of \$2,210,761. Although down slightly from the July-December, 2021 figures, they are higher than all of the previous similar six-month periods.

Conclusion

After considering the subject's zoning, physical characteristics and development in the surrounding area, as well as the fact that it is currently being utilized as part of the Warrenton Kia dealership, it is our opinion that the highest and best use of the subject site is as an assemblage parcel with the larger Warrenton Kia dealership site.

The Appraisal Process

In appraisal of real property, there are three basic approaches that are generally utilized by appraisers in the estimation of market value. These three approaches provide data from the market from different sources when all are available, or appropriate. The three approaches are the Cost, Sales Comparison and Income Approaches.

The Cost Approach to value is the method in which the value of the property is derived by estimating the replacement or reproduction cost new of the improvements, deducting therefrom the estimated depreciation and adding the market value of the land.

The Sales Comparison Approach has as its premise the direct comparison of recent sales of properties which are of similar design and utility to the subject property. This approach can be utilized whenever there are sufficient market sales of comparable properties with which to compare to the subject property.

The Income Approach has as its premise the estimation of net income which is then capitalized in a manner commensurate with the risk and life expectancy of the improvements in order to indicate the present value of the income stream. This is referred to as the Direct Capitalization Method. In addition, a second method, the Discounted Cash Flow analysis (DCF), may also be utilized depending on the property being appraised. In the case of income-producing properties, it is typical of most investors to approach the question of value from a detailed analysis of the potential income stream available to the property.

As discussed within the Scope of Assignment section, since the subject consists of a 6,350 sq.ft. site that is being utilized as part of the Warrenton Kia dealership, the most applicable approach is considered to be the Sales Comparison Approach, which will be utilized in this appraisal.

Site Valuation

In this section, the current market value of the subject site will be estimated by the Direct Sales Comparison method. This method is based upon the principle that a prudent investor would pay no more for a property than the cost of acquiring a satisfactory substitute and is considered to be the most appropriate method for valuation of the subject property. In this case, the Price Per Square Foot method is considered to be the most applicable and will be utilized in this analysis.

As previously discussed, the highest and best use of the subject site is considered to be for assemblage with the larger Warrenton Kia dealership property. Thus, in valuing the subject, it is considered appropriate to value the land under the dealership and then allocate a value to the subject property on a price per sq.ft.

The subject parcel and Tax Lots 3700 and 6780 (which are improved with the Warrenton Kia dealership) are physically contiguous with the subject site and has the same highest and best use as the subject site. Thus, we will first estimate the value of the land that comprises the dealership which is estimated to contain 1.14 acres, or 49,658 sq.ft., 0.12 acre or 5,227 sq.ft., and the subject parcel which is estimated to contain 0.14 acres or 6,350 sq.ft., for a total of 61,235 sq.ft.

The following sales are considered to be meaningful to this analysis and will be followed by location maps, a summary chart of the comparable sales, an aerial photograph of each sale and our conclusion of value for the larger dealership site, with an allocation of value for the subject's 6,350 sq.ft.

Land Sale No. 1

Code: OCLS-2268 (LM)

Location: North side of Highway 101 Business, 140' west of S.E. Marlin Avenue

City: Warrenton **County:** Clatsop

Legal Description: Tax Lot 1600, Map 81027AB (Account No. 31898)

Grantor: Warrenton Fiber Company

Grantee: Warrenton Property Investments LLC

Date of Sale: February, 2022 **Recording:** 202200964

Sale Price: \$736,352

Terms: Cash to seller

Cash Equiv. Price: \$736,352

Site Size: 83,635 sq.ft. (gross site area)
70,500 sq.ft. (usable area)

Price/Sq.Ft.: \$8.80 (total site area)
\$10.44 (estimated usable area)

Zoning: C-1 (General Commercial)

Access: Good

Shape: Rectangular

Topography: Mostly level

Utilities: All available

Confirmed By: Kyle Langeliers, grantee (503-812-8267)

Exposure Time: Several years

Comments: The difference between the property's gross and usable areas is due to the fact that the gross area includes portions of the private roads that abut the property's buildable site area to the north and west. This site was purchased to develop a 27,550 sq.ft. Roby's Furniture Store. According to the buyer, it will cost approximately \$200,000 to surcharge the site with rock and increase the elevation of the site so that the concrete slab of the building will be one foot above the base flood elevation. The site has direct access from two private drives that abut the property. U.S. Highway 101 is situated a short distance to the west and to the north of the property. Overall, general access to the site

Land Sale No. 1, cont.

is considered good since it is located a short distance from U.S. Highway 101, the main arterial along the Oregon Coast. This site is considered to have adequate exposure for certain types of commercial properties, although it has less exposure than those commercial properties with direct frontage along U.S. Highway 101.

Land Sale No. 2

Code: OCLS-2280 (LM)

Location: Southeast corner of U.S. Highway 101 and 14th Avenue

City: Seaside **County:** Clatsop

Legal Description: Tax Lots 7600, 7700, 7900, 8000 and 8100, Map 61015CA (Account Nos. 10471, 10472, 10492, 10559 and 10560)

Grantor: Kan and Ellen Warren

Grantee: MYOBY Holdings LLC

Date of Sale: December, 2021 **Recording:** 202112782

Sale Price: \$725,000

Terms: Cash to seller

Cash Equiv. Price: \$725,000

Site Size: 0.69 acre, or 30,056 sq.ft.
Price/Sq.Ft.: \$24.12
Zoning: C-3 (Commercial General)
Access: Very Good
Shape: Slightly Irregular
Topography: Mostly Level
Utilities: All Available
Confirmed By: Ken Streater, NAI Cascade (541-706-9370)

Exposure Time: Approximately nine months

Comments: This is a slightly irregular-shaped site with considerable frontage along the east side of U.S. Highway 101. It is located just north of the Seaside Cinema property and ½ block north of the Seaside Outlet Mall. The site was purchased with the intent to develop a gas station and convenience store. It was listed for sale at \$795,500, or \$26.47 per sq.ft. However, the buyer decided not to develop the site and has subsequently listed the property for sale at an asking price of \$841,568, or \$28.00 per sq.ft.

Land Sale No. 3

Code: OCLS-2281 (LM)

Location: Southeast corner of U.S. Highway 101 and 14th Avenue

City: Seaside **County:** Clatsop

Legal Description: Tax Lots 7600, 7700, 7900, 8000 and 8100, Map 61015CA (Account Nos. 10471, 10472, 10492, 10559 and 10560)

Grantor: MYOBY Holdings LLC

Grantee: N/A

Date of Sale: Listing (4/2023) **Recording:** N/A

Asking Price: \$841,568

Terms: Cash

**Cash Equiv.
Asking Price:** \$841,568

Site Size: 0.69 acre, or 30,056 sq.ft.
Asking Price/Sq.Ft.: \$28.00
Zoning: C-3 (Commercial General)
Access: Very Good
Shape: Slightly Irregular
Topography: Mostly Level
Utilities: All Available
Confirmed By: George Macoubray, NAI Elliott (503-504-2957)

Exposure Time: Several months

Comments: This site was purchased in December, 2021 for \$725,000, or \$24.12 per sq.ft. The buyer intended to develop a gas station and convenience store on the property, but eventually changed his mind and has listed the property for sale. The site has considerable frontage along the east side of U.S. Highway 101 and is situated just north of the Seaside Cinema and ½ block north of the Seaside Outlet Mall.

Land Sale No. 4

Code: OCLS-2282 (LM)

Location: 1000 S. Holladay Drive

City: Seaside **County:** Clatsop

Legal Description: Tax Lots 6500 and 6600, Map 61021DA (Account Nos. 12325 and 12326)

Grantor: Riverrun Condos LLC

Grantee: Masuder R. Kahn, et. al.

Date of Sale: June, 2021 **Recording:** 202105889

Sale Price: \$1,200,000

Terms: Cash to seller

Cash Equiv. Price: \$1,300,000 (includes an estimated \$100,000 in demolition costs)

Site Size: 1.84 acres, or 80,150 sq.ft.

Price/Sq.Ft.: \$16.22

Zoning: C-3 (General Commercial)

Access: Good

Shape: Mostly rectangular

Topography: Generally level

Utilities: All Available

Confirmed By: Les Bick, First West Realty Inc. (503-328-6282)

Exposure Time: N/A

Comments: This sale consists of two adjacent tax lots totaling 1.84 acres, or 80,150 sq.ft. Tax Lot 6600 was improved with a 15,272 sq.ft. building constructed in 1940 and Tax Lot 6500 was improved with an old home that was in poor condition constructed in 1914. After adjusting for an estimated demolition cost of \$100,000, this property reflected an adjusted sale price of \$1,300,000, or \$16.22 per sq.ft. The property is located along the west side of S. Holladay Drive and is adjacent to the Necanicum River. The site was purchased with the buyer planning to develop a ±60-unit apartment complex on the site.

Land Sale No. 5

Code: OCLS-2266 (LM)

Location: 2275 Commercial Street

City: Astoria **County:** Clatsop

Legal Description: Tax Lots 1401, 1402 & 1700, Map 810908DA (Account Nos. 22918, 22919 & 22922)

Grantor: Heestand Family LLC

Grantee: Yakima Valley Farm Workers Clinic

Date of Sale: October, 2020 **Recording:** 202006967

Sale Price: \$990,000

Terms: Cash to seller

Cash Equiv. Price: \$1,040,000 (\$50,000 in estimated demolition costs)

Site Size: 57,499 sq.ft.

Price/Sq.Ft.: \$18.09

Zoning: LS (Local Services)

Access: Good

Shape: Irregular

Topography: Level

Utilities: All available

Confirmed By: Mike Greeninger, Wyse Real Estate Advisors (503-294-0400)

Exposure Time: N/A

Comments: This property consists of three adjoining tax lots, two of which are rectangular in shape, with the third having a triangular shape. The site is located along the south side of Commercial Street, with the westernmost tax lot having frontage on Marine Drive. The property consists of 1.32 acres, or 57,499 sq.ft. and was marketed as a prime redevelopment property. At the time of sale, Tax Lot 1402 was improved with a 6,520 building constructed in 1989 and Tax Lot 1700 was improved with a 4,292 sq.ft. building constructed in 1938. The property sold for \$990,000 and an adjusted sale price of \$1,040,000, or \$18.09 per sq.ft. based upon an estimated \$50,000 for demolition costs of the two buildings.

Land Sale No. 6

Code: OCLS-2283 (LM)

Location: 461 32nd Street (west side of 32nd Street, a short distance north of Marine Drive and just south of the Astoria Riverwalk)

City: Astoria **County:** Clatsop

Legal Description: Tax Lots 800, 901 and 1000, Map 80909BA (Account Nos. 23462, 23464 and 23465)

Grantor: Four Bs LLC

Grantee: Astoria Waterfront LLC

Date of Sale: September, 2020 **Recording:** 202008387

Sale Price: \$1,535,000

Terms: Cash to seller

Cash Equiv. Price: \$1,575,000 (\$40,000 in estimated demolition costs)

Site Size: 1.69 acres, or 73,616 sq.ft.

Price/Sq.Ft.: \$21.40

Zoning: C-3 (General Commercial)

Access: Good

Shape: Slightly Irregular

Topography: Generally Level

Utilities: All available

Confirmed By: Mark Popkin, Popkin Real Estate (503-440-4200)

Exposure Time: N/A

Comments: This property consists of three adjoining tax lots, all of which were improved with small buildings ranging in size from 684 sq.ft. to 4,545 sq.ft. The buildings were constructed between 1945 and 1987. The buildings were subsequently demolished at an estimated cost of \$40,000. The three adjacent tax lots were purchased for and are currently being improved with a good quality apartment development.

Land Sale No. 7

Code: OCLS-2265 (LM)

Location: 1123 Oregon Coast Highway

City: Warrenton **County:** Clatsop

Legal Description: Tax Lot 1900, Map 81027AB (Account No. 31902)

Grantor: Warrenton Fiber Company

Grantee: TKC CCLXI LLC

Date of Sale: March, 2019 **Recording:** 2019006880

Sale Price: \$1,675,000 (see comments)

Terms: Cash to seller

Cash Equiv. Price: \$1,675,000 (see comments)

Site Size: 2.96 acres, or 128,938 sq.ft. (see comments)

Price/Sq.Ft.: \$12.99

Zoning: C-1 (General Commercial)

Access: Good

Shape: Irregular

Topography: Level

Utilities: All available

Confirmed By: Charles Conrow, Norris & Stevens (503-225-8439)

Exposure Time: Several years

Comments: This property is located along the north side of U.S. Highway 101 Business, approximately 550' west of S.E. Marlin Avenue. After being purchased, the site was improved with a 19,000 sq.ft. Tractor Supply Company building. Although the Clatsop County Assessor's office indicates that the site is 2.71 acres, the broker indicated that the closing statement indicated a site size of 2.96 acres, or 128,938 sq.ft. In addition, the broker indicated that the agreed sale price for the site was \$1,675,000, or \$12.99 per sq.ft. as a ready-to-build site. However, the buyer directly paid \$675,000 in site cost, which reduced the ultimate sale price paid by the buyer. The broker indicated that the buyer required more than typical site

Land Sale No. 7, cont.

preparation cost, which increased the agreed upon sale price of \$1,675,000, which was to reflect a ready-to-build site. Although the site does not have frontage on U.S. Highway 101, the existing building is visible from traffic heading in either direction on U.S. Highway 101.

Land Sale No. 8

Code: OCLS-2234 (LM)

Location: South side of Marine Drive and north of Bond Street, between 5th and 6th Streets

City: Astoria **County:** Clatsop

Legal Description: Tax Lots 1200, 1400, 1500, 1801, 1900 and 2000, Map 80907DA (Account Nos. 21818, 21819, 21820, 21824, 21825 and 21826)

Grantor: Gordon David Lum, trustee

Grantee: Wauna Federal Credit Union

Date of Sale: December, 2018 **Recording:** 201809306

Sale Price: \$700,000

Terms: Cash to seller

Cash Equiv. Price: \$700,000

Site Size: 26,500 sq.ft.
Price/Sq.Ft.: \$26.41
Zoning: C-3 (General Commercial)
Access: Very good
Shape: L-shaped
Topography: Level
Utilities: All available
Confirmed By: Robert Blumberg, CEO, Wauna Federal Credit Union (503-728-4321) through the Clatsop County Assessor's office

Exposure Time: See comments

Comments: This is an L-shaped parcel of land that occupies approximately ³/₄ of the block bounded by Marine Drive, Bond Street and 5th and 6th Streets. At the time of sale, the site was mostly asphalt-paved with some portions of the site consisting of gravel. This was a private sale with the grantee approaching the grantor. Reportedly, the grantor was asking \$1,000,000 for the property. There was an appraisal of the property ordered mutually by the grantor and grantee, that concluded a value estimate of \$580,000, or \$21.87 per sq.ft. In addition to purchasing the property, the grantee accepted

Land Sale No. 8, cont.

the responsibility for the continued clean-up of soil contamination in order to receive a No Further Action letter from the Oregon Department of Environmental Quality. The site was purchased to develop a Wauna Credit Union branch.

Land Sale No. 9

Code: OCLS-2232 (LM)

Location: South side of S.E. Ensign Lane, approximately 140' west of U.S. Highway 101

City: Warrenton **County:** Clatsop

Legal Description: Lot 4 of Warrenton Retail Plaza (Tax Lot 1000, Map 81027CB and Account No. 58392)

Grantor: FWI Oregon II, LLC

Grantee: Group W Aksan Warrenton, LLC

Date of Sale: October, 2018 **Recording:** 201808539

Sale Price: \$601,000

Terms: Cash to seller

Cash Equiv. Price: \$601,000

Site Size: 0.47 acre, or 20,473 sq.ft.
Price/Sq.Ft.: \$29.36
Zoning: C-1 (General Commercial)
Access: Good
Shape: Irregular
Topography: Level to slightly sloping
Utilities: All available
Confirmed By: John Reinholt, First Western Development Oregon (971-404-5447)

Exposure Time: Several years

Comments: This is a pad site located along the south side of S.E. Ensign Lane, approximately 140' west of U.S. Highway 101 in the Warrenton Highlands, a multi-tenant shopping center anchored by Staples, PetCo and Dollar Tree. The site is irregular in shape with approximately 189' of frontage along the south side of S.E. Ensign Lane. Most of the site is rectangular in shape, although the southernmost portion is somewhat triangular in shape, which accounts for the property's overall irregular shape. The site is also located across the street from a Home Depot store and, although the site does not have frontage on U.S. Highway 101, any building

Land Sale No. 9, cont.

constructed on the site should have some exposure to U.S. Highway 101. The site was purchased to construct a Wendy's, 2,400 sq.ft. restaurant with seating for 40, an outdoor patio and a drive-thru surrounding the building.

Warrenton/Astoria Area Sales



Seaside Area Sales



SUMMARY OF COMMERCIAL LAND SALES

No.	Location	Date of Sale	Cash Equiv. Sales Price	Sq. Ft.	Price/ Sq. Ft.	Zoning	Confirmed By
1	N/S of Highway 101 Business, 140' west of SE Marlin Avenue Warrenton, OR	2/22	\$736,352	70,500 ^A	\$10.44	C-1	Kyle Langeliers Grantee 503-812-8267
2	Southeast corner of U.S. Hwy 101 and 14th Avenue Seaside, OR	12/21	\$725,000	30,056	\$24.12	C-3	Ken Streater NAI Cascade 541-706-9370
3	Southeast corner of U.S. Hwy 101 and 14th Avenue Seaside, OR	Listing (4/23)	\$841,568	30,056	\$28.00	C-3	George Macoubray NAI Elliott 503-504-2957
4	1000 S. Holladay Drive Seaside, OR	6/21	\$1,300,000 ^B	80,150	\$16.22	C-3	Les Bick First West Realty Inc. 503-328-6282
5	2275 Commercial Street 2190 Marine Drive Astoria, OR	10/20	\$1,040,000 ^C	57,499	\$18.09	LS	Mike Greeninger WYSE Real Estate Advisors 503-595-9682
6	461 32nd Street Astoria, OR	9/20	\$1,575,000 ^D	73,616	\$21.40	C-3	Mark Popkin Popkin Real Estate 503-440-4200
7	1123 Oregon Coast Highway Warrenton, OR	3/19	\$1,675,000	128,938	\$12.99	C-1	Charles Conrow Norris & Stevens 503-225-8439
8	S/S of Marine Drive and north of Bond Street, between 5th and 6th Streets Astoria, OR	12/18	\$700,000	26,500	\$26.41	C-3	Robert Blumberg, CFO Wauna Federal Credit Union through Clatsop County Assessor's office
9	S/S of S.E. Ensign Lane, apx. 140' west of U.S. Highway 101 Warrenton, OR	10/18	\$601,000	20,473	\$29.36	C-1	John Reinhold First Western Development Oregon 971-404-5447

^A Estimated usable area

^B Includes an estimated \$100,000 in demolition costs

^C Includes an estimated \$50,000 in demolition costs

^D Includes an estimated \$40,000 in demolition costs



Comparable No. 1



Comparable No. 2



Comparable No. 3



Comparable No. 4



Comparable No. 5



Comparable No. 6



Comparable No. 7



Comparable No. 8



Comparable No. 9

Analysis and Conclusion

Transactional Adjustments

Adjustments to the comparable sales were considered for transactional differences, including property rights transferred, financing terms, conditions of sale and market conditions. Where possible, quantitative adjustments have been applied.

1. **Property Rights Transferred** - This analysis concerns the fee simple interest of the subject site. Each of the comparable sales involve transfer of the fee simple interest and, therefore, no adjustment for property rights transferred are required.
2. **Financing** - The subject property is being appraised assuming an all-cash or equivalent new financing basis. Therefore, a concerted effort was made to locate sales of similar properties that were purchased under all-cash or equivalent terms. When necessary, sales have been adjusted to reflect a cash or equivalent price by comparing sale terms with market rates at the time of sale and discounting the difference in monthly payments to a present value over the balloon or a typical 8-year holding period utilizing the market rate. The comparables were either cash sales, or involved typical market financing and, therefore, do not require an adjustment for financing.
3. **Conditions of Sale** - The comparable sales were reportedly sold at arms-length or were market transactions without any undue duress and therefore, no adjustments for conditions of sale are required. Due to the fact that we made a concerted effort to utilize sales primarily in the Warrenton/Astoria area, the date of sales range from October, 2018 to February, 2022. Although there have been other commercial land sales in the area, they were not considered comparable to the subject.
4. **Market Conditions (Time)** - Market conditions adjustments, especially in times of appreciation and depreciation, are always a critical factor in appraising real estate. Due to the lack of sales/resales data to support a specific quantitative adjustment for market conditions, a qualitative comparison will be utilized. The coronavirus pandemic initially impacted the overall real estate market to varying degrees, with the lodging, restaurant and entertainment industries being the hardest hit. However, the lodging industry in particular has rebounded and is now as strong or stronger than before the start of the pandemic.

In addition to the coronavirus pandemic, which initially impacted the real estate market beginning in March, 2022, the Federal Reserve began increasing interest rates in an attempt to curb inflation. Since then, the Federal Reserve has hiked rates ten times, with the last increase in March, 2023. Additional interest rate increases may continue until the inflation rate is curbed. This increase in interest rates has, in most cases, negatively impacted buying power and in-turn has had some impact on values. Prior to the interest rate hike and expectations of further hikes, the overall investment market had seen strong investor demand and price appreciation. Currently there appears to be less market activity due to the higher interest rates. The Federal Reserve started increasing interest rates on March 17, 2022, with a 0.25% rate increase. The most recent increase occurred in March, 2023, also with a 0.25%

rate increase. It should be noted that between March 17, 2022 and March, 2023, the Federal Reserve increased interest rates a total of 5.00%. Prior to the pandemic, it is our opinion that commercial land values were increasing along the North Oregon Coast but, due to the pandemic and the Federal Reserve's interest rate hikes beginning in March, 2022, for purposes of this appraisal, no market condition adjustment is considered necessary for Comparable Nos. 1, 2, 4, 5 and 6. Comparable No. 2 sold in December, 2021 for \$725,000, or \$24.12 per sq.ft. The site was purchased to potentially develop a service station and convenience store, but the buyer changed his mind. The property is now currently listed for \$28.00 per sq.ft. According to the listing broker, it has been on the market for several months with no offers.

Unit of Comparison

The unit of comparison which is felt to be the most appropriate for the subject, based on the comparable data available, is the **Price Per SF**, which applies the relationship between a comparable property's sale price and its useable site area to that of the subject.

Elements of Comparison

In the Sales Comparison Approach, each of the comparable sales are compared to the subject property, with adjustments considered for physical and locational, and economic characteristics that have an impact on value. In the case of the subject property, adjustments have been considered primarily for the following elements of comparison.

Location	Linkage between a property and its market area that influences the sale price; surrounding land use influences
Size	Smaller sites with similar characteristics typically sell at a higher unit value than larger sites
Zoning	Impacts the legal uses available to the site
Shape and Topography	Physical factors of the site that affect the utility
Availability of Utilities	Land which will require additional costs to extend or provide utilities is less desirable than land with all utilities available and extended to the buildable area of the site
Access/Exposure	Convenience to primary transportation facilities such as major arterials, highways and public transportation; visibility from major arterials; street frontage; site access; traffic counts

Qualitative Adjustment Process

Adjustments for physical and locational characteristics are mostly subjective in nature. The primary differences between the comparables and the subject are considered to include such items as size, location, shape, access/exposure and zoning which affect the overall site utility.

Since it is extremely difficult to isolate specific adjustments for differences in sales, and since there was insufficient sales information to perform paired sales analysis for various adjustments, no quantitative adjustments were made. Thus, in the following analysis, each comparable will be analyzed on a qualitative basis in terms of its characteristics and utility in comparison to the subject, with a determination as to whether its overall desirability is generally similar to, or whether it is inferior or superior to the subject property and whether its indicated Price Per Sq.Ft. is a high, low, or reasonable indicator of value for the subject.

The larger Warrenton Kia dealership property contains an estimated 61,235 sq.ft., including the subject's 6,350 sq.ft. It is located at the northwest corner of U.S. Highway 101 and S.E. Marlin Avenue, with very good exposure from U.S. Highway 101 and good access from S.E. Marlin Avenue. It is located at a signalized intersection and is situated a short distance southwest of a Fred Meyer store and just south of a Dairy Queen restaurant.

Land Sale No. 1 (\$10.44 per sq.ft. of usable area) - This property is located along the north side of Highway 101 Business, approximately 140' west of S.E. Marlin Avenue. It contains an estimated 70,500 sq.ft. of usable site area that was purchased in February, 2022 for \$736,352 or \$10.44 per sq.ft. of estimated usable area. The site was purchased to develop a 27,550 sq.ft. Roby's Furniture Store, which is currently under construction. According to the buyer, it was estimated to cost approximately \$200,000 to surcharge the site with rock and increase the elevation of the site so that the concrete slab of the building will be 1' above the base flood elevation. In comparing this comparable with the subject, a considerable upward adjustment is considered necessary for the subject's superior location along U.S. Highway 101, as well as its corner location at a signalized intersection. After considering these factors, this sale is considered to be a **low** indicator of value for the Kia dealership larger parcel at **\$10.44 per sq.ft.**

Land Sale No. 2 (\$24.12 per sq.ft.) - This property is located at the southeast corner of U.S. Highway 101 and 14th Avenue in Seaside. It consists of a 30,056 site with considerable frontage along the east side of U.S. Highway 101. The site sold in December, 2021 for \$725,000, or \$24.12 per sq.ft. It was purchased with the intent to construct a service station and convenience store. However, after purchasing the property, the buyer decided not to develop the site and has placed it back on the market. In comparing this comparable with the subject, a downward adjustment is considered necessary for its smaller size, with an upward adjustment considered necessary for the subject's location at a signalized intersection. After considering these factors, this sale is considered to be a **fairly reasonable** indicator of value for the Kia dealership larger parcel at **\$24.12 per sq.ft.**

Land Sale No. 3 (\$28.00 per sq.ft.) - This comparable is the listing of Land Sale No. 2. The property was purchased in December, 2021 at \$24.12 per sq.ft. and was recently listed for sale for \$841,568 or \$28.00 per sq.ft. According to one of the listing brokers, the property has been available

for sale for several months with no offers. In comparing this comparable with the subject, downward adjustments are considered necessary for its smaller size and the fact that this is a listing and would likely sell for less than the asking price. An upward adjustment is considered necessary for the subject's location at a signalized intersection. After considering these factors, this listing is considered to be a **high** indicator of value for the Kia dealership larger parcel at **\$28.00 per sq.ft.**

Land Sale No. 4 (\$16.22 per sq.ft.) - This is the June, 2021 sale of two adjacent tax lots totaling 1.84 acres, or 80,150 sq.ft. Tax Lot 6600 was improved with a 15,272 sq.ft. building constructed in 1940 before it was demolished, and Tax Lot 6500 was improved with an old single-family residence that was in poor condition. The property sold for \$1,200,000. After adjusting for an estimated demolition cost of \$100,000, this sale reflects an adjusted sale price of \$1,300,000, or \$16.22 per sq.ft. The property is located along the west side of S. Hollady Drive and backs up to the Necanicum River. In comparing this comparable with the subject, upward adjustments are considered necessary for the subject's superior location along U.S. Highway 101 and its corner location at a signalized intersection. After considering these factors, this sale is considered to be a **low** indicator of value for the Kia dealership larger parcel at **\$16.22 per sq.ft.**

Land Sale No. 5 (\$18.09 per sq.ft.) - This is the October, 2020 sale of three adjacent tax lots, two of which are rectangular in shape, with the third having a triangular shape. The site is located along the south side of Commercial Street in Astoria, with the westernmost tax lot also having frontage on Marine Drive. The property consists of 1.32 acres, or 57,499 sq.ft. and was marketed as a prime redevelopment property. At the time of sale, Tax Lot 1402 was improved with a 6,520 sq.ft. building constructed in 1989 and Tax Lot 1700 was improved with a 4,292 sq.ft. building constructed in 1938. The property sold for \$990,000 and an adjusted sale price of \$1,040,000, or \$18.09 per sq.ft., based upon an estimated \$50,000 for demolition costs. At the time of sale, the property was zoned LS (Local Services). It was purchased by Yakima Valley Farm Workers Clinic. In comparing this comparable with the subject, upward adjustments are considered necessary for the subject's location along U.S. Highway 101 and for its location at a signalized intersection. After considering these factors, this sale is considered to be a **low** indicator of value for the Kia dealership larger parcel at **\$18.09 per sq.ft.**

Land Sale No. 6 (\$21.40 per sq.ft.) - This is the September, 2020 sale of a 1.69 acre, or 73,616 sq.ft. site that consists of three adjacent tax lots. At the time of sale, the property was improved with three smaller buildings totaling 6,377 sq.ft., which were subsequently demolished. The property sold for an adjusted price of \$1,575,000, or \$21.40 per sq.ft., which includes an estimated \$40,000 in demolition costs. The property is located along the west side of 32nd Street, a short distance north of Marine Drive and just south of the Astoria Riverwalk and trolley line. It was purchased for and is currently being developed with a good quality apartment property. In comparing this comparable with the subject, upward adjustments are considered necessary for the subject's location along U.S. Highway 101 and its corner location at a signalized intersection. A partial offsetting downward adjustment is considered necessary for this property's proximity and views of the Columbia River. After considering these factors, this sale is considered to be a **slightly low** indicator of value for the Kia dealership larger parcel at **\$21.40 per sq.ft.**

Land Sale No. 7 (\$12.99 per sq.ft.) - This property this is the March, 2019 sale of the property located directly west of Land Sale No. 1 and was purchased for and subsequently developed with a Tractor Supply Company building. The site contains an estimated 128,938 sq.ft. and, according to the broker involved in the sale, the agreed-upon sale price for a ready-to-build site was \$1,675,000, or \$12.99 per sq.ft. Additionally, the broker indicated that the buyer required more than typical site preparation costs, which increased the initial agreed-upon sale price to \$1,675,000. In comparing this comparable with the subject, a downward adjustment is considered necessary since the agreed-upon sale price was for a ready-to-build site. Upward adjustments are considered necessary for the subject's superior location along U.S. Highway 101, its corner location at a signalized intersection and date of sale. After considering these factors, it is our opinion that this sale is considered to be a **low** indicator of value for the Kia dealership larger parcel at **\$12.99 per sq.ft.**

Land Sale No. 8 (\$26.41 per sq.ft.) - This property is a L-shaped parcel of land that occupies approximately $\frac{3}{4}$ of the block bounded by Marine Drive, Bond Street and 5th and 6th Streets in Astoria. It is located a short distance west of the downtown area. This site sold in December, 2018 and contains approximately 26,500 sq.ft. It sold for \$700,000, or \$26.41 per sq.ft. and was purchased by Wauna Credit Union to develop a new branch, which has subsequently been completed. In comparing this comparable with the subject, an upward adjustment is considered necessary for date of sale, with downward adjustments necessary for this comparable's smaller size and its location along Marine Drive, a short distance west of downtown Astoria. After considering these factors, this sale is considered to be a **high** indicator of value for the Kia dealership larger parcel at **\$26.41 per sq.ft.**

Land Sale No. 9 (\$29.36 per sq.ft.) - This is the October, 2018 sale of a pad site located along the south side of S.E. Ensign Lane, approximately 140' west of U.S. Highway 101 in the Warrenton Highlands, a multi-tenant shopping center. This 20,473 sq.ft. finished pad site sold for \$601,000, or \$29.36 per sq.ft. and has subsequently been developed with a Wendy's restaurant. In comparing this comparable with the subject, an upward adjustment for date of sale is considered necessary, with downward adjustments considered necessary for its smaller size and the fact that it was a finished pad within the Warrenton Highlands shopping center. After considering these factors, this sale is considered to be a **high** indicator of value for the Kia dealership larger parcel at **\$29.36 per sq.ft.**

Based upon the comparable sales researched and the fact that the subject is being utilized as part of the Warrenton Kia dealership, it is our opinion that it has a current value of approximately \$24.00 per sq.ft. Thus, the value of the subject site can be calculated as follows:

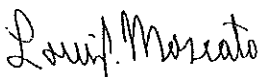
6,350 sq.ft. x \$24.00 per sq.ft. =	\$152,400
Concluded Value (Rounded):	\$152,000

ADDENDA

CERTIFICATE OF APPRAISAL

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
4. My engagement in this assignment was not contingent upon developing or reporting predetermined results. Additionally, my engagement was not based on a requested minimum valuation, specific valuation or the approval of a loan.
5. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
6. My reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Practice of the Appraisal Institute, which include the *Uniform Standards of Professional Appraisal Practice (USPAP)*.
7. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
8. No one provided significant real property appraisal assistance to the person signing this report.
9. I, Louis J. Moscato, have made a personal inspection of the exterior of the property that is the subject of this report and I have inspected the exteriors of the comparables utilized in this report.
10. I, Louis J. Moscato, previously appraised the property that is the subject of this report for the City of Warrenton in August, 2021.
11. The Appraisal Institute conducts a program of continuing education for its designated members. As of the date of this report, I, Louis J. Moscato, MAI, have completed the continuing education program for designated members of the Appraisal Institute.



Louis J. Moscato, MAI
Principal
Oregon State Certification #C000018

ORDINARY ASSUMPTIONS AND LIMITING CONDITIONS

The legal description furnished me is assumed to be correct. I assume no responsibility for matters legal in character, nor do I render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, and the property is appraised as though free and clear, under responsible ownership and competent management.

The exhibits in this report are included to assist the reader in visualizing the property. I have made no survey of the property and assume no responsibility in connection with such matters.

Unless otherwise noted herein, it is assumed that there are no encroachments, zoning, or restrictive violations existing in the subject property.

The appraiser assumes no responsibility for determining if the property requires environmental approval by the appropriate governing agencies nor if it is in violation thereof, unless otherwise noted herein.

Information, estimates, and opinions contained in this report are obtained from sources considered reliable; however, no liability for them can be assumed by the appraiser.

This report shall be used for its intended purpose only and by the parties to whom it is addressed. Possession of this report does not include the right of publication.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent or approval of the author. This applies particularly to value conclusions or to the identity of the appraiser or firm with which he is connected.

The appraiser may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made therefore.

Any description of the total valuation of this report between land and improvements applies only under the existing program of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

ORDINARY ASSUMPTIONS AND LIMITING CONDITIONS, Continued

The statements of value and all conclusions shall apply as of the dates shown herein.

All opinions of market value are presented as Moscato, Okoneski & Associates, Incorporated's considered opinion based on the facts and data appearing in the report. We assume no responsibility for changes in market conditions or for the inability of the owner to locate a purchaser at the appraised value.

The appraiser has no present or contemplated future interest in the property which is not specifically disclosed in this report.

The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. The appraiser assumes no responsibility for such conditions, or for engineering that might be required to discover such factors.

On all appraisals subject to satisfactory completion, repair, or alterations, the appraisal report and value conclusions are contingent upon completion of the improvements in a workmanlike manner as described herein.

All major improvements on the land under appraisal appear to be structurally sound, unless otherwise noted within the body of the appraisal. However, your appraiser is not an engineer and has not been instructed to secure a qualified engineer's certification of the structural soundness of the said improvements or functional utility of major appliances or mechanical units. I, therefore, accept no legal responsibility for structural or mechanical failures that would not be reasonably obvious in the scope of an appraiser's normal inspection of the specified improvements, or to a prudent purchaser.

The Americans with Disabilities Act (ADA) became effective January 26, 1992. I (we) have not made a specific compliance survey and analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with a detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the act. If so, this fact could have a negative effect upon the value of the property. Since I (we) have no direct evidence relating to this issue, I (we) did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

All other assumptions or conditions stated elsewhere in the body of the report are also made a part of these Assumptions and Limiting Conditions stated herein.

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract made and entered into this 5th day of April, 2023, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Moscato, Okoneski & Associates, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONSULTANT SERVICES:

A. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project. See Attachment Exhibit A. Proposal Dated April 5, 2023 for Appraisal Services – Kia Lots.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$2,400.00 for performance of Appraisal Services as described in Exhibit A;

B. The CONSULTANT will submit a final invoice for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. | CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Brett Okoneski.

6. | CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. | CANCELLATION FOR CAUSE

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

8. | ACCESS TO RECORDS

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

9. | FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled; provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

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

A. **Commercial General Liability.** CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. **Professional Liability Insurance.** The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. **Automobile Liability.** CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000 and annual aggregate not less than \$2,000,000.

D. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is primary and not contributory.

E. **Notice of Cancellation or Change.** There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

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

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

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD-PARTY BENEFICIARIES

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

23. SEVERABILITY AND SURVIVAL

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

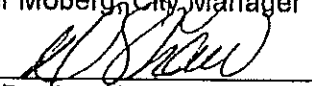
24. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: 
Esther Moberg, City Manager

ATTEST: 
Dawne Shaw, City Recorder

CONSULTANT:

By: 

Printed Name: Brett Okoneski Date: 4/5/23

Title: Principal

Exhibit A

Moscato
Okoneski &
Associates, Inc.

Real Estate Appraisers and Consultants

Date of Agreement: April 5, 2023

Esther Moberg
City Manager
City of Warrenton
225 S Main Ave
Warrenton, OR 97146

Brett Okoneski, MAI
13765 NW Cornell Road, Suite 200
Portland, OR 97229
503-646-8111
bretto@mohportland.com

PROFESSIONAL SERVICE AGREEMENT ("Agreement")

This Professional Services Agreement (this "Agreement") is made and entered into on April 5, 2023 (the "Effective Date"), by and between Moscato, Okoneski & Associates, Inc. ("MOA") and Esther Moberg, City Manager with the City of Warrenton, Oregon (herein referred to as "Client").

Project Name

Property Identification The subject is also identified as Clatsop County Assessor's Parcel No. 31476

Property Type Vacant 0.14 Acre Commercially Zoned Land Improved With Asphalt Paved Parking Lot

Interest Valued As Is Market Value – Fee Simple

Intended User(s) The appraisal will be prepared for the above-mentioned client. Intended users include the client.

Note: No other users are intended by Appraiser. Appraiser shall consider the intended users when determining the level of detail to be provided in the Appraisal Report.

The client is also hereby informed that if this engagement is directly with the owner of the Property, the Appraisal may not be accepted by many federally insured lenders due to FIRREA Compliance and would likely not be accepted for future financing of said property.

Intended Use The report to be performed under this Agreement ("Appraisal") is intended for internal analysis by the client.

Note: No other use is intended by Appraiser. The intended use as stated shall be used by Appraiser in determining the appropriate Scope of Work for the assignment.

Type of Value Market Value

Date of Value As Is – Date of Inspection

Report Type Appraisal Report

Level of Analysis Narrative

Professional Fee **\$2,400**

Expenses Fees include all associated expenses.

Payment Terms Appraiser shall invoice Client for services rendered pursuant to this Agreement based upon the fees specified in this Agreement. Appraiser's invoices are considered due upon receipt by Client and shall be deemed delinquent if not paid within thirty (30) days of the date of Appraiser's invoice.

SCOPE OF WORK

Site Inspection	Interior and exterior inspection of the property
Valuation Approaches	<p>Appraiser will provide the Appraisal in accordance with Uniform Standards of Professional Appraisal (USPAP), The Code of Professional Ethics of the Appraisal Institute, Standards of Professional Appraisal Practice of the Appraisal Institute, and State Licensing Laws.</p> <p>Appraiser will research relevant market data and perform analysis to the extent necessary to produce credible appraisal results. Appraiser anticipates developing the following valuation approaches:</p> <ul style="list-style-type: none">▶ Sales Comparison Approach <p>The scope of work will be included in the Appraisal. A copy of the Assumptions and Limiting Conditions, which appear in the Appraisal, is available upon request.</p> <p><i>Note: Appraiser shall use all approaches necessary to develop a credible opinion of value.</i></p>
Delivery	3 weeks (effective from date of signed/returned engagement contract).
Number of Reports	One (1) Electronic Final Appraisal
Acceptance Date	These specifications are subject to modification if this Agreement is not accepted within 5 business days from the date of this letter.

PROPERTY DATA REQUEST

Please provide the following information if available/applicable to the subject property, as well as any other sources of information known to exist that may impact the valuation of the property.:

- Site Plans
- Site Survey
- Purchase and sale agreement
- Copies of all subject leases
- Title Report
- Environmental Report
- Contact people: leasing agent property manager, listing broker

Please address any of the following if applicable:

- Is the property currently listed for sale or lease?
- Has property sold during the last five years and if so, provide details of sale or deed?
- Has property been marketed by a broker during the last three years?
- Are any utilities not immediately available to the subject site?
- Is any portion of the site within a 100-year flood plain?
- Are there any wetlands on the subject site?
- Are there any underground fuel tanks on the subject site?

Our ability to honor the terms of this Agreement will require Client's response within five (5) business days. If you have questions regarding the enclosed, please feel free to contact me. Moscato, Okoneski & Associates, Inc. appreciates this opportunity to be of service to you on this assignment and looks forward to serving you. If you have additional questions, please contact us.

I, Esther Moberg, agree to the above stated terms and authorize Moscato, Okoneski & Associates, Inc. to prepare the above referenced appraisal.

_____ Date: _____

Esther Moberg, City Manager with City of Warrenton, OR

Respectfully,

MOSCATO, OKONESKI & ASSOCIATES, INC.



Brett Okoneski, MAI

TERMS AND CONDITIONS

CONFIDENTIALITY

Appraiser shall not provide a copy of the written Appraisal Report to, or disclose the results of the appraisal prepared in accordance with this Agreement to, any party other than Client, unless Client authorizes, except as stipulated in the Confidentiality Section of the Ethics Rule of the Uniform Standards of Professional Appraisal Practice (USPAP).

USE OF EMPLOYEES OR INDEPENDENT CONTRACTORS

Appraiser may use employees or independent contractors at Appraiser's discretion to complete the assignment, unless otherwise agreed by the parties. Notwithstanding, Appraiser shall sign the written Appraisal Report and take full responsibility for the services provided as a result of this Agreement.

SERVICES NOT PROVIDED

The fees set forth in this Agreement apply to the appraisal services rendered by Appraiser as set forth in this Agreement. Unless otherwise specified herein, Appraiser's services for which the fees in this Agreement apply shall not include meetings with persons other than Client or Client's agents or professional advisors; Appraiser's deposition(s) or testimony before judicial, arbitration or administrative tribunals; or any preparation associated with such depositions or testimony. Any additional services performed by Appraiser not set forth in this Agreement will be performed on terms and conditions set forth in an amendment to this Agreement, or in a separate agreement.

TESTIMONY AT COURT OR OTHER PROCEEDINGS

Unless otherwise stated in this Agreement, Client agrees that Appraiser's assignment pursuant to this Agreement shall not include Appraiser's participation in or preparation for, whether voluntarily or pursuant to subpoena, any oral or written discovery; sworn testimony in a judicial, arbitration or administrative proceeding; or attendance at any judicial, arbitration or administrative proceeding relating to this assignment.

CHANGES TO AGREEMENT

Any changes to the assignment as outlined in this Agreement shall necessitate a new Agreement. The identity of the Client, intended users, or intended use; the date of value; type of value; or property appraised cannot be changed without a new Agreement.

CANCELLATION

Client may cancel this Agreement at any time prior to Appraiser's delivery of the Appraisal Report upon written notification to Appraiser. Client shall pay Appraiser for work completed on assignment prior to Appraiser's receipt of written cancellation notice, unless otherwise agreed upon by Appraiser and Client in writing.

GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by the law of the state in which Appraiser's office as specified in this Agreement is located, exclusive of that state's choice of law rules. The parties agree that any legal proceeding brought by either party to interpret or enforce this Agreement, or to enforce an arbitration award entered pursuant to this Agreement, shall be brought in a state or federal court having jurisdiction over the location of Appraiser's office as specified in this Agreement, and the parties hereby waive any objections to the personal jurisdiction of said court.

APPRAISER INDEPENDENCE

Appraiser cannot agree to provide a value opinion that is contingent on a predetermined amount. Appraiser cannot guarantee the outcome of the assignment in advance. Appraiser cannot ensure that the opinion of value developed as a result of this Assignment will serve to facilitate any specific objective of Client or others or advance any particular cause. Appraiser's opinion of value will be developed competently and with independence, impartiality and objectivity.

NOTICES

Any notice or request required or permitted to be given to any party shall be given in writing and shall be delivered to the receiving party by: a) registered or certified mail, postage prepaid; (b) overnight courier, such as Federal Express, United Parcel Service or equivalent; or (c) hand delivery. The address for delivery of any notice shall be the address for the party as specified in this Agreement, or at such other address as party may designate by written notice to the other party in conformance with this paragraph. Unless otherwise specified herein, notice shall be effective the date it is postmarked or given to a third party for delivery to the receiving party, whether or not the receiving party signs for or accepts delivery of such notice.

NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall create a contractual relationship between Appraiser or Client and any third party, or any cause of action in favor of any third party. This Agreement shall not be construed to render any person or entity a third party beneficiary of this Agreement, including, but not limited to, any third parties identified herein.

MEDIATION & ARBITRATION

In the event of a dispute concerning the subject matter of this Agreement, the parties shall in good faith attempt to resolve such dispute by negotiation between the parties' principals, or, if such negotiation is unsuccessful, by mediation conducted by a third-party mediator. If such mediation results in an impasse, the parties shall submit their dispute to binding arbitration. Such mediation or, if necessary, binding arbitration shall be conducted pursuant to the mediation procedures or the commercial arbitration rules of the American Arbitration Association. Any arbitration shall be conducted in the city in which Appraiser's office as specified herein is located. The parties shall share equally the costs of any mediation. In the event of binding arbitration, the

arbitrators shall, in addition to any relief appropriate to be awarded to the prevailing party, enter an award in favor of the prevailing party for that party's costs of the arbitration, including the party's reasonable attorneys' fees and arbitration expenses incurred in prosecuting or defending the arbitration proceeding. Subject to the right of the prevailing party to recover its share of the costs of the arbitration services pursuant to the arbitrator's award, the costs of the arbitration services shall be borne equally by the parties. If the prevailing party seeks judicial confirmation of any arbitration award entered pursuant to this Agreement, the court shall, in addition to any other appropriate relief, enter an award to the prevailing party in such confirmation proceeding for its reasonable attorneys' fees and litigation expenses incurred in confirming or successfully opposing the confirmation of such an award.

SPECIAL OR CONSEQUENTIAL DAMAGES

Neither party shall under any circumstances be liable to the other party for special, exemplary, punitive or consequential damages, including, without limitation, loss of profits or damages proximately caused by loss of use of any property, whether arising from either party's negligence, breach of the Agreement or otherwise, whether or not a party was advised, or knew, of the possibility of such damages, or such possibility was foreseeable by that party. In no event shall Appraiser be liable to Client for any amounts that exceed the fees and costs paid by Client to Appraiser pursuant to this Agreement.

ASSIGNMENT

Neither party may assign this Agreement to a third party without the express written consent of the other party, which the non-assigning party may withhold in its sole discretion. In the event this Agreement is assigned by mutual consent of the parties, it shall become binding on the assigning party's permitted assigns.

SEVERABILITY

In the event any provision of this Agreement shall be determined to be void or unenforceable by any court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement and all such other provisions shall remain in full force and effect. Template for Agreement for Professional Valuation Services

CLIENT'S DUTY TO INDEMNIFY APPRAISER

Client agrees to defend, indemnify and hold harmless Appraiser from any damages, losses or expenses, including attorneys' fees and litigation expenses at trial or on appeal, arising from allegations asserted against Appraiser by any third party that if proven to be true would constitute a breach by Client of any of Client's obligations, representations or warranties made in this Agreement, or any violation by Client of any federal, state or local law, ordinance or regulation, or common law (a "Claim"). In the event of a Claim, Appraiser shall promptly notify Client of such Claim, and shall cooperate with Client in the defense or settlement of any Claim. Client shall have the right to select legal counsel to defend any Claim, provided that Appraiser shall have the right to engage independent counsel at Appraiser's expense to monitor the defense or settlement of any Claim. Client shall have the right to settle any Claim, provided that Appraiser shall have the right to approve any settlement that results in any modification of Appraiser's rights under this Agreement, which approval will not be unreasonably withheld, delayed or conditioned.

CLIENT'S REPRESENTATIONS AND WARRANTIES

Client represents and warrants to Appraiser that (1) Client has all right, power and authority to enter into this Agreement; (2) Client's duties and obligations under this Agreement do not conflict with any other duties or obligations assumed by Client under any agreement between Client and any other party; and (3) Client has not engaged Appraiser, nor will Client use Appraiser's Appraisal Report, for any purposes that violate any federal, state or local law, regulation or ordinance or common law.

EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and Appraiser and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both Client and Appraiser. This Agreement includes the following Appendices, which are incorporated into, and made a part of this Agreement:

Appendix A: Extraordinary Assumptions and Hypothetical Conditions contained within the appraisal report

Appendix B: Information Request

Clatsop County Oregon
Real Property Tax Statement for the 7/1/2022 - 6/30/2023 Tax Year
 820 Exchange Suite 210 Astoria, Oregon 97103 Phone (503) 325-8561

LEGAL DESC: WARRENTON PARK LTS 13, 14, 15 & 16 BLK 58 EXC HWY C
 MAP: 81022DC03800
 TAX CODE: 3004
 ACRES: 0.14
 PROP CLASS: 201
 SITUS:

WARRENTON CITY OF
 R-JAYS INC LESSEE
 C/O VINCE WILLIAMS CAR CORNER DBA
 801 SE MARLIN AVE
 WARRENTON, OR 97146-9606

Last Year's Tax: 948.85

This Year's Tax

See back for explanation of taxes marked with (*)

VALUES:	Last Year	This Year
Real Market (RMV) Land:	119,185	142,122
Structures:	8,513	8,853
Total RMV:	127,698	150,975
Assessed (AV) Total AV:	69,690	71,780
NET TAXABLE:	69,690	71,780

TAX BY DISTRICT	
COMM COLLEGE	49.05
NW ESD	9.69
SCHOOL 30	289.03
School Total	347.77
U/R WARRENTON	81.30
WARRENTON	105.22
LO WARRENTON	43.79
4H & EXT SVC	3.37
CLATSOP CO	96.63
LO CLATSOP CO	5.02
PORT ASTORIA	7.92
CARE CENTER	11.11
LO CARE CENTER	16.51
SUNSET TRANS	10.21
Government Total	381.08
CLATSOP CO	11.51
COMM COLLEGE	9.94
SCHOOL 30	163.25
WARRENTON	49.71
Bonds - Other Total	234.41

Total 2022 Tax 963.26

Total Due (Before Discount) 963.26

This is the only statement you will receive on this account if a mortgage company pays your taxes, this statement is for your records only.

Date Due	Payment Options		
	3% discount	2% discount	Trimeter (no discount)
11/15/2022	934.36	629.33	321.09
2/15/2023			321.09
5/15/2023		321.09	321.08
Total	934.36	950.42	663.26

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

2022 - 2023 Property Taxes

ACCOUNT ID: 31478

Payment Options	Discount	Date Due	Amount
Full Payment Enclosed.....Due:	3%	11/15/2022	934.36
or 2/3 Payment Enclosed.....Due:	2%	11/15/2022	629.33
or 1/3 Payment Enclosed.....Due:	0%	11/15/2022	321.09

DISCOUNT IS LOST AFTER DUE DATE & INTEREST WILL APPLY

Mailing Address
Change on Back

Enter Payment Amount \$

14648

WARRENTON CITY OF
 R-JAYS INC LESSEE
 C/O VINCE WILLIAMS CAR CORNER DBA
 801 SE MARLIN AVE
 WARRENTON, OR 97146-9606

MAKE PAYMENT TO:

Clatsop County Tax Collector
 820 Exchange Suite 210
 Astoria, Oregon 97103

0400000314760000093436000006293300000321093

Chapter 16.40 GENERAL COMMERCIAL (C-1) DISTRICT

Alert: This item has been affected by: [Ordinance 1258](#). Visit the [CodeAlert](#) page for more information on pending legislation.

16.40.010 Purpose. 

16.40.020 Permitted Uses. 

16.40.030 Conditional Uses. 

16.40.040 Development Standards.

16.40.050 Design Standards.

16.40.060 Other Applicable Standards.

16.40.010 Purpose.

 **Alert:** This item has been affected by: [Ordinance 1258](#). See the [CodeAlert](#) page for details on recent amendments and newly-added provisions.

The purpose of the General Commercial Zone is to allow a broad range of commercial uses providing products and services in the Warrenton downtown area, the Hammond business district and marina, and along the Highway 101 corridor.

16.40.020 Permitted Uses.

 **Alert:** This item has been affected by: [Ordinance 1258](#). See the [CodeAlert](#) page for details on recent amendments and newly-added provisions.

The following uses and their accessory uses are permitted in the C-1 zone if the uses conform to the standards in Sections 16.40.040 through 16.40.060, Chapters 16.124, 16.212 and other applicable Development Code standards, and other City laws:

A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin, SE Ensign Drive, SE Discovery Lane, and SE Dolphin Avenues and shall comply with the above noted sections as well as Chapter 16.132:

1. Personal and business service establishments such as barber or beauty shop, clothes cleaning, or funeral home.
2. Professional, financial, business and medical offices.
3. Retail business establishments.
4. Amusement enterprises such as theater or bowling alley.
5. Technical, professional, vocational and business schools.
6. Membership organizations such as unions, lodge hall, club or fraternal buildings.
7. Eating and drinking establishment.
8. Hotel, motel or other tourist accommodation, including bed and breakfast.
9. Automobile sales, and/or service and parts establishment.

10. Boat and marine equipment sales, service or repair facilities.
11. Building material sales yard.
12. Government buildings and uses.
13. Transportation facilities and improvements subject to the standards of Section 16.20.040.
14. Dredge material disposal (DMD) subject to Section 16.40.050 (site 27S located within this area zoned C-1) and Chapter 16.104.
15. Community garden(s) (see definitions).
16. Hospital, medical offices, sanitarium, rest home, nursing or convalescent home.
17. Congregate care or assisted living facility.
18. Public utilities, including pipelines, cables, and utility crossings but not structures.
19. Commercial uses with second floor residential use(s) [apartment(s)] or on same lot with existing single family detached built prior to April 2, 1997.
20. Homestay lodging subject to the standards in Chapter 8.24.
21. Vacation rental dwelling subject to the safety regulations in Section 8.24.030.
22. Similar uses as those stated above.

B. For all other C-1 zoned areas within the City limits of Warrenton, the following uses and their accessory uses are permitted and shall comply with the above noted sections:

1. Personal and business service establishments such as barber or beauty shop, clothes cleaning or funeral home.
2. Professional, financial, business and medical offices.
3. Retail business establishments.
4. Amusement enterprises such as theater or bowling alley.
5. Technical, professional, vocational and business schools.
6. Membership organizations such as unions, lodge hall, club or fraternal buildings.
7. Eating and drinking establishment.
8. Hotel, motel or other tourist accommodation, including bed and breakfast.
9. Automobile sales, service or repair establishment.
10. Boat and marine equipment sales, service or repair facilities.
11. Building material sales yard.
12. Residential home.
13. Residential (care) facility.
14. Home occupations (must comply with paragraph 19 of this subsection).
15. Child care center.
16. Government buildings and uses.
17. Public utilities, including structures, pipelines, cables, and utility crossings.
18. Hospital, medical offices, sanitarium, rest home, nursing or convalescent home.
19. Congregate care or assisted living facility.
20. Single-family residences existing prior to April 2, 1997 may be repaired, remodeled, expanded, or replaced if damaged.

21. Transportation facilities and improvements subject to the standards of Section 16.20.040.
22. Community garden(s) (see definitions).
23. Commercial uses with second floor residential use(s) [apartment(s)] or on same lot with existing single-family detached built prior to April 2, 1997.
24. Homestay lodging subject to the standards in Chapter 8.24.
25. Vacation rental dwelling subject to the safety regulations in Section 8.24.030.
26. Similar uses as those stated in this section. (Ord. 1249 § 1, 2022; Ord. 1248 § 2, 2021; Ord. 1234 § 1, 2020; Ord. 1196-A § 1, 2015; Ord. 1186-A § 1, 2014; Ord. 1177-A § 2, 2013)

16.40.030 Conditional Uses.

⚠ Alert: This item has been affected by: [Ordinance 1258](#). See the [CodeAlert](#) page for details on recent amendments and newly-added provisions.

The following uses and their accessory use may be permitted in the C-1 zone when approved under Chapter 16.220 and shall comply with Sections 16.40.040 through 16.40.060 and Chapters 16.124 (Landscaping) and 16.212 (Site Design Review):

A. Only the following uses and their accessory uses are permitted along Highway 101, SE Marlin and SW Dolphin Avenues, and shall comply with the above noted sections and Chapter 16.132:

1. Cabinet, carpenter, woodworking or sheet metal shops.
2. Processing uses such as bottling plants, bakeries and commercial laundries.
3. Research and development establishments.
4. Wholesale storage and distribution facilities, including cold storage.
5. RV Park.
6. New drive-through/drive-up facility or substantially improved as defined by 25% of assessed value.
7. Medical marijuana dispensaries and recreational marijuana retail outlets licensed by the State of Oregon and subject to Section 16.40.060(I).
8. Similar uses as those stated in this section.

B. The following uses and their accessory uses are permitted in all other C-1 zoned areas within the City limits of Warrenton:

1. Cabinet, carpenter, woodworking or sheet metal shops.
2. Building contractor shops, including plumbing, electrical and HVAC.
3. Fuel oil distributor.
4. Processing uses such as bottling plants, bakeries and commercial laundries.
5. Research and development establishments.
6. Wholesale storage and distribution facilities, including cold storage.
7. Veterinary clinic, kennels.
8. Tool and equipment rental.
9. Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030(G).
10. Church, synagogue, or other place of worship.
11. Commercial uses with 2nd floor residential use(s) [apartment(s)].
12. RV Park.

13. Multifamily housing development subject to the development and other applicable standards of Chapter 16.36, Section 16.124.070 generally and Section 16.124.070(C)(1) specifically, and Chapter 16.188.

14. Similar uses to those listed in this section. (Ord. 1249 § 1, 2022; Ord. 1242 § 1, 2020; Ord. 1225 § 3, 2019; Ord. 1211-A § 1, 2017)

16.40.040 Development Standards.

The following development standards are applicable in the C-1 zone:

A. Density Provisions.

1. Minimum lot size, commercial uses: none.
2. Minimum lot width, commercial uses: none.
3. Minimum lot depth, commercial uses: none.
4. Maximum building height: 45 feet.
5. Commercial uses, maximum lot coverage: none.

B. Setback Requirements.

1. Minimum front yard setback, commercial uses: none except where adjoining a residential zone, in which case it shall be 15 feet. See Section 16.40.050 for maximum front yard setback for commercial uses.
2. Minimum side and rear yard setbacks, commercial uses: none except where adjoining a residential zone in which case there shall be a visual buffer strip of at least 10 feet wide to provide a dense evergreen landscape buffer which attains a mature height of at least eight feet. Such buffers must conform to the standards in Chapter 16.124, Landscaping, Street Trees, Fences and Walls.

C. Landscaping requirements shall comply with Chapter 16.124 of the Development Code.

16.40.050 Design Standards.

The following design standards are applicable in the C-1 zone:

A. Any commercial development shall comply with Chapter 16.116 of the Development Code.

B. Lots fronting onto U.S. Highway 101 shall have a setback of at least 50 feet between any part of the proposed building and the nearest right-of-way line of U.S. Highway 101.

C. Signs in General Commercial Districts along Fort Stevens Highway/State Highway 104 (i.e., S. Main Avenue, N. Main Avenue, NW Warrenton Drive, and Pacific Drive) shall comply with the special sign standards of Section 16.144.040.

D. Maximum front yard setback for commercial buildings in the C-1 zone along Fort Stevens Highway/State Highway 104 shall be 10 feet.

E. Maximum front yard setback for commercial buildings in the C-1 zone adjacent to existing or planned transit stops shall be 10 feet.

1. The Community Development Director may allow a greater front yard setback when the applicant proposes extending an adjacent sidewalk or plaza for public use, or some other pedestrian amenity is proposed between the building and public right-of-way, subject to Site Design Review approval. (Ord. 1225 § 3, 2019)

16.40.060 Other Applicable Standards.

A. Outside sales and service areas shall be approved by the Warrenton Planning Commission if not enclosed by suitable vegetation, fencing or walls.

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

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

D. Signs shall comply with standards in Chapter 16.144.

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

- F. All other applicable Development Code requirements shall also be satisfied.
 - G. RV parks shall comply with Chapter 16.176 and all applicable State and Federal laws and regulations.
 - H. Prior to undertaking disposal, the dredging project proponent shall consult with the Army Corps and Oregon DSL to determine if the disposal site contains wetlands that are regulated under permit programs administered by those agencies. If the site contains regulated wetlands, the dredging project proponent shall either alter the disposal site boundaries to avoid the wetlands and leave an acceptable protective buffer, or obtain the necessary Corps and DSL permits to fill the wetlands.
 - I. State licensed medical marijuana dispensaries and recreational marijuana retail outlets shall be located only east of Highway 101 and at least 1,000 feet from any public or private school, church, public park, or child care center, and operate exclusively as a single building occupant or with other licensed medical marijuana dispensaries or recreational marijuana retail outlets. (Ord. 1196-A § 2, 2015)
-

Contact:

City Recorder 503-861-0823

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SUMMARY OF FIRM QUALIFICATIONS

MOSCATO, OKONESKI & ASSOCIATES, INC.
13765 N.W. Cornell Road, Suite 200
Portland, Oregon 97229
503-646-8111

Principals

Louis J. Moscato, MAI, Founder Brett J. Okoneski, MAI
T. Chad Plaster, JD, MAI Paul J. Moscato, MAI

Associates

James Robinson Kurt Meredith
Stan Bowers Jennifer Matthews
Madeline Fair Chazya LeCavalier Alex Hudson

Professional Services

Appraisals Site Selection
Consultation Feasibility

Types of Assignments

Loan Origination Arbitration
Foreclosed Properties Rent Studies
Division of Interest Public Condemnation
Real Estate Investment Analysis Property Tax Appeals
Court Testimony/Expert Witness Land Acquisitions

MOSCATO, OKONESKI & ASSOCIATES, INC. is a real estate firm founded in 1979 by Louis J. Moscato, MAI and Lawrence E. Ofner, MAI; Brett J. Okoneski, MAI became a principal in 2007; T. Chad Plaster, JD, MAI became a principal in 2014; and Paul J. Moscato, MAI became principal in 2018. The firm was founded with the purpose of providing a wide range of real estate appraisal and associated services of the highest quality and professional standards based on a team concept.

In the field of real estate appraisal, our reports include a detailed study of the economic conditions affecting the marketplace, as well as an in-depth analysis of the subject property and the appropriate market data. The members of this firm adhere to the code of ethics of the Appraisal Institute and possess a wide range of experience and educational backgrounds, which can be found individually on the following pages. Most assignments have been performed in Oregon and Washington, although there are not necessarily any geographical boundaries for the firm.

The firm has served a wide variety of clients, including individual banks and savings and loans, FDIC, RTC, mortgage companies, corporations, public utilities, developers, public agencies, condemnees, private individuals and others. The charts on the following pages present a representative listing of our clientele.

PARTIAL LISTING OF ASSIGNMENTS

The members of Moscato, Okoneski & Associates, Inc. have completed a wide variety of appraisal assignments and studies involving virtually all types and categories of properties. A partial list of some of the more important assignments is presented below:

OFFICE BUILDINGS

27 story Fox Tower-downtown Portland, OR	5 story United Carriage Building-downtown Portland, OR
20 story Lloyd Tower-Portland, OR	4 story Kruse Woods IV-Lake Oswego, OR
17 story Liberty Centre Tower-Portland, OR	1020 Salmon Building-downtown Portland, OR
16 story Lloyd 500 Building-Portland, OR	3 story office and city parking garage-Vancouver, WA
16 story Lloyd 700 Building-Portland, OR	Parkway Plaza Office Building-Vancouver, WA
9 story Electric Building-downtown Portland, OR	45 W. Broadway Building-downtown Eugene, OR
6 story Two Lincoln Building-Portland, OR	Will Vinton Studio Offices-Portland, OR
6 story Three Lincoln Building-Portland, OR	Cornell Oaks, Parkside Office-Portland, OR
Wellspring Medical-Woodburn, OR	Mountainview Professional Plaza-Gresham, OR
Tuality 7 th Avenue Medical Plaza-Hillsboro, OR	U.S. Forest Service offices-Grants Pass, Corvallis & Bend
The Portland Clinic-Portland, OR	Farmers Insurance Regional Hdqrs-Vancouver, WA
Sunset Center Building One-Hillsboro, OR	Various bank branch offices, Oregon & Washington

MEDICAL OFFICE BUILDINGS

10 story Portland Medical Center-downtown Port.	Bend Memorial Clinic-Bend, OR
5 medical clinics-Corvallis and Albany, OR	St. Joseph's Medical Building-Vancouver, WA
Tuality Hospital/office expansion-Hillsboro, OR	Pettygrove Medical Center-Portland, OR
4 story Providence Medical Center-Portland, OR	Touggourt Medical Center-Tualatin, OR
Wellspring Medical Facility-Woodburn, OR	Plaza 102 Medical Complex-Portland, OR
3 proposed OHS clinics-Portland, OR	Glisan Street Clinic-Portland, OR
Medical Condominiums-Newberg, OR	MK Dental Cinque Condo-Portland, OR
Oswego Chiropractic Clinic-Lake Oswego, OR	Eastend Women's and Children's Clinic-Bend, OR
Hillsboro Eye Clinic-Hillsboro, OR	Medco Lake Oswego Medical Center-Lake Oswego, OR
Proposed 3 story Peterkort Medical Bldg-Port.	Medical Offices-Vancouver, WA
Professional Arts Medical Building-Vancouver, WA	Medical Condominiums-Hillsboro, OR
Sunset Medical Clinic-Beaverton, OR	The Thoracic Clinic-Portland, OR
Bend Orthopedic & Fracture Clinic-Bend, OR	

INDUSTRIAL PROPERTIES

1.7-million SF Fred Meyer Warehouse-Clackamas	518 unit Koll Mini-Storage facility-Beaverton, OR
1-million SF United Grocers Warehouse-Milwaukie	7 Mini-Storage Facilities-Eugene, Albany & Bend, OR
500,000 SF Taco Toys Distribution Facility-Port.	Westside Business Center-Vancouver, WA
400,000 SF Castle & Cooke Foods Facility-Salem	Lake Oswego Industrial Park-Lake Oswego, OR
390,000 SF Birchen Center-Fairview, OR	DEQ Clean Air Station-Portland, OR
295,000 SF Boyd Coffee property-Gresham, OR	Large cross-dock facility-Portland, OR
260,000 SF Proposed warehouse-Portland, OR	Sivers AP Industrial Park-Portland, OR
200,000 SF Tektronix Complex-Wilsonville, OR	Transition Metals plant-Albany, OR
107,000 SF Wilhelm Center I-Milwaukie, OR	Key Knife Facility-Tualatin, OR
100,000 SF G.I. Joe's Distr. Facility-Wilsonville	McCracken Truck Terminal-Portland, OR
Imperial Plaza incubator warehouse-Clackamas	Whipple Creek Industrial-Vancouver, WA
Nimbus Oaks Technology Center-Beaverton, OR	Two Reser's Food processing plants-Beaverton, OR

APARTMENTS & CONDOMINIUMS

422 unit Nexus Apartments-Hillsboro, OR
506 unit Deveraux Glen Apartments-Portland, OR
208 unit Bethany Meadows Apartments-Portland
132 unit Bethany Meadows II Apartments-Portland
Eliot Tower Condo Project-downtown Portland, OR
The Vaux Condo Project-Portland, OR
Park Place Condo Project-Portland, OR
Pinnacle Condo Project-Portland, OR
14 story Essex House-downtown Portland, OR
490 unit Wimbledon Apartments-Portland, OR
Riverside Pointe Condominium Project-Vancouver
309 unit Frank Estate Apartments-Portland, OR
300 unit Pioneer Ridge Apartments-Oregon City
240 unit Hogan Road Apartments-Gresham, OR
247 unit Pacific Village Apartments-Eugene, OR
140 unit Casa Villa Apartments-Albany, OR
160 unit Shadow Hills Apartments-Portland, OR
144 unit The Masters Apartments-Aloha, OR
142 unit Todd Village Apartments-Tualatin, OR
77 unit Lincoln Woods Apartments-Lincoln City, OR
Panorama Apartments-downtown Portland, OR
Morrison Park Place/Section 42 Apts-Portland, OR
Columbia House Condominium Project-Astoria, OR
Shadow Hawk Condominium Project-Welches, OR
336 unit Crown Court-Clackamas, OR
Sand Castle Condominiums-Cannon Beach, OR
Ocean Pines Condominiums-Gleneden Beach, OR
Unsold units in Florence Terrace Condos-Gresham, OR
Unsold units in Maple Tree Condos-Corvallis, OR
26 unit HUD Apartment Project-Woodburn, OR
30 unit HUD Apartment Project-Lake Oswego, OR

RESIDENTIAL SUBDIVISIONS

Quatama Park Subdivision-Hillsboro, OR
Evergreen Meadows-Hillsboro, OR
Kaiser Woods Subdivision-Portland, OR
Elk Ridge Estates-St. Helens, OR
Morey's Landing-Wilsonville, OR
Northgate Subdivision-Independence, OR
Salamo Subdivision-West Linn, OR
Aspen Lake Golf Course Lots-Sisters, OR
Southshore PUD-Newport, OR
201st Townhomes-Aloha, OR
Villebois Acreage-Wilsonville, OR
Trillium Hill Estates-Lincoln City, OR
Lincoln Shore Star Resort-Lincoln City, OR
Seven Mountain Subdivision-Bend, OR
Sterling Meadows Subdivision-Vancouver, WA
Cedar Gardens Subdivision-Portland, OR
Sunset Lakes Subdivision-Hillsboro, OR
Sterling Park Subdivision-Beaverton, OR
Alsea Highlands Subdivision-Waldport, OR
Steamboat Landing Subdivision-Vancouver, WA
Krumdieck Park Subdivision-Eugene, OR

WATER-RELATED PROPERTIES

400 acre Weyerhaeuser site-Coos Bay, OR
200 acre PGE Beaver site-Columbia River, OR
175 acre Port of Kalama coal site-Kalama, WA
Worldmark Depoe Bay site-Depoe Bay, OR
140 acre Rayonier site-Grays Harbor, WA
50 acre Riedel Willamette River site-Portland, OR
Happy Rock Moorage-Scappoose, OR
Southshore oceanfront PUD-Newport, OR
Steamboat Landing Marina-Vancouver, WA
PP&L industrial site-Vancouver, WA
Inn at Spanish Head land-Lincoln City, OR
Portland General Electric Oaks Park property-Portland, OR
Rivergate Industrial Park, Port of Portland-Portland, OR
Devil's Lake waterfront condominiums-Lincoln City, OR
Columbia House Condos on Columbia River-Astoria, OR
River Queen dock site-Portland, OR
OMSI Willamette River site-Portland, OR
Union Oil dock property-Astoria, OR
Port of Portland Terminal II-Portland, OR
Retail/office complex on Necanicum River, Seaside, OR
Reichhold Chemical Columbia River site-St. Helens, OR

VACANT LAND

600 acre Reichhold Chemical site-St. Helens, OR
600 acre Forest Park Estates subdivision land-Port.
350 acre Murrayhill PUD site-Hillsboro, OR
200 acre Fujitsu site-Hillsboro, OR
190 acre Five Oaks Industrial Park-Beaverton, OR
180 acre Fujitsu site-Gresham, OR
180 acre Goodpasture Island PUD site-Eugene, OR
175 acres of industrial land-Kalama, WA
170 acres on Clackamas River-Clackamas, OR
125 acres industrial land for PGE-St. Helens, OR
102 acre Burns Bros. industrial property-Wilsonville
89 acres agricultural land-Grants Pass, OR
80 acre Townsend Business Park-Fairview, OR
45 acre Boeckman wetlands-Wilsonville, OR
45 acre Rueffner Landfill-Vancouver, WA
42 acre Robinson leased land-Beaverton, OR
24 acre mixed density residential site-Hillsboro, OR
20 acre railroad property-Longview, WA
15 acre community shopping center site-Tualatin, OR
10 acre Durham Landfill-Tualatin, OR
Port of Portland Rivergate-Portland, OR
Full downtown block-Portland, OR
Hillsboro school site-Hillsboro, OR
St. Johns landfill site-Portland, OR
Lloyd Center full block-Portland, OR

RETAIL & RESTAURANTS

Delta Center Shopping Center-Medford, OR
Wickes Furniture Store-Beaverton, OR
Cedar Hills Crossing Shopping Center-Beaverton
The Pointe at Bridgeport Shopping Center-Tual.
Klamath Falls Town Center-Klamath Falls, OR
214,000 SF Tanasbourne Power Center-Portland
164,000 SF Fred Meyer Center-Grants Pass, OR
4 G.I. Joe's stores-Oregon and Washington
4 Factory Outlet Centers-Idaho and Oregon
J.C. Penney store (Washington Square)-Tigard
Pacific 63 Center-Vancouver, WA
Hazel Dell Shopping Center-Vancouver, WA
6 Walgreens Drugs-Portland, OR
Eastport Plaza Mall-Portland, OR
Springfield Mall-Springfield, OR
OfficeMax-Tualatin, OR
Nike Factory Outlet-Portland, OR
Bethany Village Shopping Center-Beaverton, OR
Lake Car Care Center-Beaverton, OR
Blockbuster Video Store-Lake Oswego, OR
Sears HomeLife Store-Portland, OR
Borders Books-Beaverton, OR
Petco store-Gresham, OR
Burger King restaurant-Portland, OR
Shari's Restaurant-Hood River, OR
Chalet Pie & Pancake Restaurant-Gresham, OR
Tony Roma Restaurant-Portland, OR
Avalon Restaurant-Portland, OR
Red Baron Restaurant-Redmond, OR

HOTELS & MOTELS

Heathman Hotel-downtown Portland, OR
Roseburg Quality Inn-Roseburg, OR
Best Western Grand Manor Inn-Corvallis, OR
Best Western Grand Manor Inn-Springfield, OR
Microtel Motel-Seaside, OR
Selmer Motel-Cannon Beach, OR
Blue Gull Inn-Cannon Beach, OR
Old Oregon Hotel-McMinnville, OR
Clarion Airport Inn-Portland, OR
Motel 6-Salem, OR
Sleep Inn-Gresham, OR
Ecola Creek Lodge-Cannon Beach, OR
Cozy Cove Motel-Lincoln City, OR
The Airport Inn-Portland, OR
Proposed Shilo Suites Hotel/Conf. Ctr.-Klamath Falls
Shilo Inn-Seattle, WA
Airport Silver Inn-Portland, OR
St. Bernards B&B-Arch Cape, OR
Greenwood Inn Hotel-Beaverton, OR
Hotel Newport-Newport, OR
Jade Tree Motel-Portland, OR
Stafford Inn Motel-Ashland, OR
Haystack Resort Hotel-Cannon Beach, OR
Shaniko Inn Motel-Corvallis, OR
Sierra Inn Motel-Medford, OR

GOLF & RECREATIONAL PROPERTIES

36 hole Pumpkin Ridge Golf Course-Portland, OR
36 hole The Reserve Golf Club-Hillsboro, OR
18 hole Bend Golf & Country Club-Bend, OR
18 hole Gearhart Golf Links-Gearhart, OR
18 hole Lost Track Golf Club-Bend, OR
18 hole Eagle Point Golf Course-Medford, OR
18 hole Eagle Hills Golf Course-Eagle, ID
18 hole Aspen Lakes Golf Course-Sisters, OR
18 hole proposed Salmon Run Golf Course-Brook.
18 hole Widgi Creek Golf Course-Bend, OR
18 hole Broken Top Golf Club-Bend, OR
18 hole Springfield Country Club-Springfield, OR
18 hole Longview Country Club-Longview, WA
18 hole OGA Golf Course-Woodburn, OR
18 hole Willamette Valley Country Club-Canby
18 hole Tualatin Country Club-Tualatin, OR
9 hole Sunset Grove Golf Course-Forest Grove, OR
9 hole St. Helens Golf Course-Warren, OR
9 hole Meadowlawn Golf Club-Salem, OR
Proposed Athletic Club-Hillsboro, OR
Gresham Court Club-Gresham, OR
Proposed racquetball club-Lake Oswego, OR
Downtown Athletic Club-Eugene, OR
Bend Athletic Club-Bend, OR
Sunset Athletic Club-Portland, OR
Eagle Camping Resort-Ilwaco, WA
Seaside RV Park-Seaside, OR
1000 Trails RV Park-Bend, OR
Whalers Rest RV Park-Newport, OR
Rose City Yacht Club-Portland, OR
Eastgate Movie Theaters-Vancouver, WA
18 hole The Resort at the Mountain-Wemme, OR

CONDEMNATION/PUBLIC ACQUISITION

Touggourt School Site-Tualatin, OR
Tualatin Hills Park District Land Trade-Beaverton
Going Street Noise Abatement Project-Portland
City of Portland Housing Authority Land Trade
Meadowlawn Golf Course (ODOT)-Salem, OR
73 acre landlocked Ramsey site (Metro)-Portland
Jackson School site (Portland Schools)-Portland
Old Trolley Building (Metro)-Portland, OR
3 parking garages (City of Anchorage)-Anchorage, AK
Miller Sands Islands (GSA)-Astoria, OR
Boeckman Wetlands (City of Wilsonville)-Wils.
Portland Airport Expansion Acquisitions-Portland
Mulino Airport-Mulino, OR
Airport Wetlands Study (Port of Portland)-Portland, OR
Railroad Center (City of Hillsboro)-Hillsboro, OR
Sylvan Interchange Land (ODOT)-Portland, OR
9 acre wetlands (City of Portland)-Portland, OR
Five Oaks Apartment Land (Wash. Co.)-Hillsboro, OR
Downtown full block (City of Portland)-Portland, OR
Western Family Offices (ODOT)-Tualatin, OR
Willamette River Land (City of Milwaukie)-Milwaukie, OR
Cook Park Wetlands (City of Tigard)-Tigard, OR
Portland Airport Air Cargo building-Portland, OR
Various properties for individual condemnees

MISCELLANEOUS

Harmon U-Park Garage-Portland, OR
3 City Parking Garages-Anchorage, AK
Naturopathic Medicine College-Portland, OR
Gresham Cemetery-Gresham OR
Sunset Presbyterian Church-Beaverton, OR
Southwest Bible Church-Beaverton, OR
80,000 SF Salem Christian School-Salem, OR
Durham Pit Landfill-Tualatin, OR
Oregon Museum of Science & Industry-Portland
Deschutes Brewery-Bend, OR
20 acre Rock Quarry-Seaside, OR
Eastgate Movie Theater-Vancouver, WA
Nissan Auto Dealership-Eugene, OR
Courtesy Ford Dealership-Portland, OR
Rasmussen BMW Dealership-Portland, OR
Valley RV Dealership-McMinnville, OR
Colvin Auto Dealership-McMinnville, OR
Land under Inn at Spanish Head-Lincoln City, OR
Columbia River Islands-Astoria, OR
Various Mobile Home Parks-Oregon & Washington
518 unit Koll mini-storage facility-Beaverton, OR
6 acre Sandwich Leasehold Interest-Beaverton, OR
Numerous Arbitration Assignments-OR & WA
Numerous Wetland Properties-Oregon & Washington

APPRAISAL REVIEWS

Over 250 appraisal reviews conducted for USPAP and/or FIRREA compliance on properties throughout Oregon and Washington for various lenders and other clients. As such, the partners are experienced and knowledgeable about reviewing appraisals for a variety of purposes.

QUALIFICATIONS of LOUIS J. MOSCATO, MAI

Professional Memberships

Awarded the MAI Designation, Member of the Appraisal Institute (No. 5895) in 1979

Education

Degree: Bachelor of Arts, 1966
Major: Business with a minor in Economics
Institution: Saint Francis College, Loretto, Pennsylvania

Partial list of seminars, courses and examinations completed:

AI Course I-A Exam-Basic Appraisal Princ.	AI-Evaluating Commercial Construction Seminar
AI Course I-B-Capitalization Theory & Techn.	AI-Self Storage Economics & Appraisal Seminar
AI Course II-Urban Properties	AI-Electronic Spreadsheet Seminar
AI-Motel/Hotel Seminar	AI-Appraisal of Retail Properties Seminar
AI-Computer Applications Seminar	AI-Litigation Skills for the Appraiser Seminar
AI-Contemporary Appraising Seminar	AI-Construction Cost Comparable Seminar
AI-Money Market Seminar	AI-Subdivision Analysis Seminar
AI-Construction Trends Seminar	SREA-Real Estate Appraising for Investment Purposes
AI-Tax Code/Property Value Seminar	SREA-Advanced Real Estate Appraisal
	SREA-Advanced Real Estate Finance

Licensing

Oregon State Certified General Appraiser (No. C000018)

Real Estate Experience

2011 -	Principal – Moscato, Okoneski & Associates, Inc.
1979-2011	Principal – Moscato, Ofner & Henningsen, Inc.
1977-1979	Real Estate Appraiser, Income Property Division, First Nt'l Bank of Oregon
1971-1977	Sr. Real Estate Appraiser, R.E. Appraisal Dept., Union Bank, Rosemead, CA

Types of Properties

Shopping Centers & Retail Stores	Incubator Warehouse Complexes	Manufacturing Buildings
Suburban Office Buildings	Mobile Home & RV Parks	Distribution/Warehouse Bldgs
High-Rise Office Buildings	Racquet & Health Clubs	Apartments & Plexes
Factory Outlet Centers	Single-Family Subdivisions	Bank Branches
Medical & Dental Office Buildings	Water-Related Properties	Parking Garages
Single-Tenant Buildings	Condominiums	Marina Facilities
Hotels/Motels	Condominium Conversions	
Single-Family Dwellings	Tracts of Vacant Land	
Restaurants	Mini-Warehouse Facilities	



LOUIS J MOSCATO
MOSCATO OKONESKI & ASSOCIATES INC
13765 NW CORNELL RD STE 200
PORTLAND, OR 97229

Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

License No.: C000018

Issue Date: October 01, 2021

Expiration Date: September 30, 2023

Chad Koch, Administrator