



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
May 23, 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 – 5.09.23
- B. Police Department Monthly Report – April 2023
- C. OLCC License Application – South Jetty Inn

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** – None

7. **BUSINESS ITEMS**

- A. Consideration of Declaration of Public Nuisance - Derelict Building; 365 North Main Avenue

- B. Consideration of Declaration of Public Nuisance - Derelict Building; 667 Pacific Drive
 - C. Consideration of Ordinance No. 1265; Camping Code Amendments
 - D. Consideration of Vehicle Surplus Declaration
 - E. Consideration of Street Vacation Petition No. 158; Ordinance No. 1264 – Second Reading & Adoption
 - F. Consideration of Resolution No. 2646; Amending Community Center Advisory Board Bylaws & Rules of Operation
 - G. Consideration of Resolution No. 2647; Review of Reserve Funds
 - H. Consideration of Bergerson Land Agreement
 - I. Consideration of Building Lease – 69 NE Heron
 - J. Consideration of Gearhart Water MOU
 - K. Consideration of Amplified Music Request – Cornhole Tournament
8. **DISCUSSION ITEMS** - None
9. **GOOD OF THE ORDER**
10. **EXECUTIVE SESSION**

Under the authority of ORS 192.660(2)(d); to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

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
 May 9, 2023
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Pro-tem Mark Baldwin called the meeting to order at 6:08 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Pro-tem Mark Baldwin, Paul Mitchell, Tom Dyer, and Gerald Poe

Excused: Mayor Henry Balensifer

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Harbormaster Jane Sweet, and City Recorder Dawne Shaw

CONSENT CALENDAR

- A. City Commission Meeting Minutes – ~~4.11.23~~ **4.25.23**
- B. City Commission Work Session Minutes – ~~4.11.23~~ **4.25.23**
- C. Public Works Quarterly Update – Qtr. 1, 2023
- D. Monthly Finance Report – March 2023
- E. Marinas Advisory Board Meeting Minutes – 3.20.23
- F. Parks Advisory Board Meeting Minutes – 2.13.23

City Recorder Shaw noted a scrivener's error on the consent calendar; the City Commission work session and regular meeting minutes are for the April 25th meeting, not April 11th.

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

Baldwin – aye; Dyer – aye; Poe – aye; Mitchell – abstained

Commissioner Mitchell noted he abstained from voting since he was not in attendance at the 4.25.23 meeting. He also noted an additional scrivener's error on the 4.25.23 regular meeting minutes; there were no objections to this additional correction.

COMMISSIONER REPORTS

Commissioner Poe commented on the recent CREST meeting, noting there was discussion on fish habitats.

Commissioner Dyer noted he attended the ribbon cutting of the Shear 503 hair salon.

Mayor Pro-tem Baldwin stated he attended the LOC Spring Conference and noted some highlights. He also commented on the Open House at the former Skipanon RV building.

PUBLIC COMMENT

Mr. Dennis Faletti spoke favorably of the open house and offered suggestions on future notices. He also suggested holding events in the evening.

Mr. Tony Faletti also spoke favorably of the open house and also suggested an after-hours option to increase participation.

Mark Simonsen, submitted public comments by email. He voiced his concerns regarding the Quincy Robinson ball field scheduling and availability.

PUBLIC HEARINGS

Mayor Pro-tem Baldwin opened the Public Hearing on Street Vacation Petition No. 158. Formalities followed. No conflicts of interest or ex parte contacts were reported. City Recorder Dawne Shaw presented her staff report, noting that the petition is to vacate a portion of an undeveloped street known as SE 11th. She stated notice requirements under ORS 271.110 were met the required postings and publications. An ordinance has been prepared for its first reading. Mayor Pro-tem Baldwin asked for public comments. Mr. Don Hall, the applicant, spoke in favor, noting his plan is to develop the lot. No one spoke in opposition. There being no further comments, Mayor Pro-tem Baldwin closed the public hearing.

Commissioner Poe made the motion to conduct the first reading of Ordinance No. 1264; an Ordinance Vacating a Portion of SE 11th Street, in the City of Warrenton, Oregon. Motion was seconded and passed unanimously.

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

Mayor Pro-tem Baldwin conducted the first reading, by title only, of Ordinance No. 1264.

BUSINESS ITEMS

Police Chief Mathew Workman presented Ordinance No. 1263 for its second reading and adoption. Brief discussion followed.

Commissioner Dyer made the motion to conduct the second 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; Mitchell - aye

Mayor Pro-tem Baldwin conducted the second reading, by title only, of Ordinance No. 1263.

Commissioner Dyer made the motion to adopt Ordinance No. 1263. Motion was seconded and passed unanimously.

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

Harbormaster Jane Sweet discussed Resolution No. 2645, increasing Marina Rates. She noted the daily and monthly rates have not kept up with the annual moorage rates, and this increase would allow for transient users to contribute a more equal share in the repair and maintenance of the marinas.

MINUTES

Warrenton City Commission

Regular Meeting – 5.09.23

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Mayor Pro-tem Baldwin noted he has a conflict of interest as he has a boat in the marina, but stated he feels that he can participate impartially; there were no objections to his participation. Commissioner Poe noted feedback he has received from marina users about the Hammond dock conditions and the rate increases. Mayor Pro-tem Baldwin discussed the last budget included \$100,000 earmarked for repairs and noted the poor dock conditions in Hammond. He stated if we can't keep up with the maintenance, we need to contract it out. Discussion continued.

Commissioner Dyer made the motion to conduct the first reading, by title only, of Resolution No. 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 resolution in conflict. Motion was seconded and passed unanimously.

Commissioner Dyer agreed that it would make sense to farm the work out to a contractor and get the work done.

Baldwin – nay; Dyer – aye; Poe – nay; Mitchell – aye
(The motion failed.)

Commissioner Mitchell noted he would recuse himself from the conversation and abstain from voting on the next agenda item, as he has a conflict of interest. Ms. Moberg discussed the sale of the city lots that are located within the Kia dealership lots, and stated the city would like to move forward with preparations to place them on the November 2024 ballot, with the first right of refusal clause.

Commissioner Poe made the motion to authorize the City Manager to move forward with preparation to place lot 81022DC3800 on November 2024 ballot for voters to approve sale, with first right of refusal. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Mitchell stated he went on a 16 day cruise through the Panama Canal, and he noted he met many people that have visited Warrenton. He noted other highlights from his trip.

Commissioner Poe noted clamming season has opened in Oregon.

City Manager Esther Moberg reminded the Commission that the Budget Meeting is next Tuesday, May 16th at 3:00.

There being no further business, Mayor Pro-tem Baldwin adjourned the meeting at 6:40p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: May 23, 2023
 RE: April 2023 Stats Report

Upcoming Dates:

- May 24th 911 Subscriber Board Meeting
- May 30th Citizens Academy at WPD
- June 5th CERT Meeting
- June 15th LEA Meeting

Highlights Since the Last Report:

- 04/28 to 04/30 Crab Seafood & Wine Festival, no major incidents
- 05/01 CERT Meeting
- 05/03 Chief Workman taking webinars on LEDS 20/20 program we are transitioning to.
- 05/04 Chief Workman took Pt 2 of a course on Helping Officers to Financial Stability
- 05/08 CCC Advisory Board Meeting
- 05/11 Chief Workman took 520lbs of medications to Covanta Entergy for incineration.
- 05/12 Natural Hazards Steering Committee Meeting

Traffic Statistic Highlights:

- Two (2) DUII Arrests (2-Alcohol, 0-Drugs)
- Six (6) Driving While Suspended Citations/Arrests
- Six (6) Reckless/Careless Driving Arrest/Citation
- Six (6) Speeding Citations
- Ten (10) Insurance Citations
- Eight (8) Driver's License Citations
- One Hundred Twenty-Three (123) other Citations and Warnings
- Fifteen (15) Accident Investigations

**TRAFFIC
STATISTICS**

Overall Statistics:

Category	April Statistics (% changes are compared to 2022)						
	2023	2022	% Chg	2021	% Chg	2020	% Chg
Calls for Service	724	590	23%	776	-7%	554	31%
Incident Reports	190	197	-4%	222	-14%	160	19%
Arrests/Citations	85	132	-36%	188	-55%	168	-49%
Traffic Stops/ Events	161	165	-2%	208	-23%	141	14%
DUII's	2	4	-50%	2	0%	2	0%
Traffic Accidents	20	12	67%	17	18%	11	82%
Property Crimes	77	59	31%	93	-17%	87	-11%
Person Crimes	62	68	-9%	84	-26%	74	-16%
Drug/Narcotics Calls	5	4	25%	1	400%	3	67%
Animal Calls	22	12	83%	21	5%	15	47%
Officer O.T.	63.5	218.5	-71%	69.25	-8%	117.2	-46%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	717	629	656	724					
Incident Reports	194	182	212	190					
Arrests/Citations	103	122	119	85					
Traffic Stops/ Events	218	208	144	161					
DUII's	3	1	1	2					
Traffic Accidents	25	10	14	20					
Property Crimes	69	94	87	77					
Person Crimes	64	57	61	62					
Drug/Narcotics Calls	5	1	3	5					
Animal Calls	19	22	26	22					
Officer O.T.	144.25	181.5	116.75	63.5					
Reserve Hours	0	0	0	0					

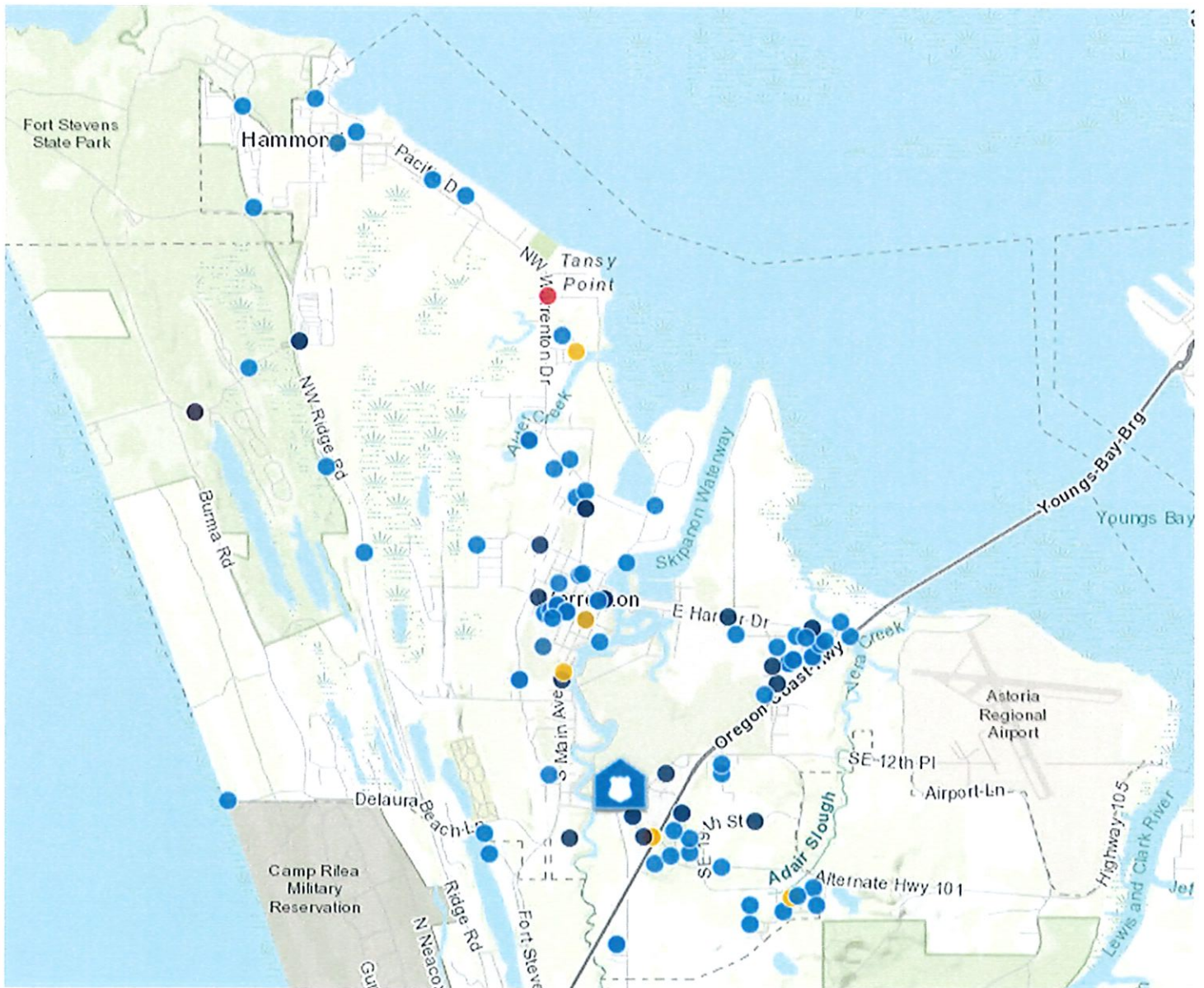
Oct	Nov	Dec	2023 YTD	2023 Estimate	2022	2023 v 2022	2021	2023 v. 2021	2020	2023 v. 2020
			2726	8178	8050	2%	8669	-6%	7955	3%
			778	2334	2484	-6%	3160	-26%	2447	-5%
			429	1287	1602	-20%	2020	-36%	1891	-32%
			731	2193	1848	19%	2088	5%	1594	38%
			7	21	34	-38%	30	-30%	27	-22%
			69	207	168	23%	182	14%	229	-10%
			327	981	1204	-19%	1267	-23%	1192	-18%
			244	732	811	-10%	1013	-28%	830	-12%
			14	42	40	5%	36	17%	65	-35%
			89	267	273	-2%	253	6%	207	29%
			506	1518	2212.8	-31%	1503.1	1%	2075.4	-27%
			0	0	0	0%	0	0%	12.5	-100%

Homeless Incidents	2023	2022	2021	2020
Code 40 (Normal)	25	25	30	32
Code 41 (Aggressive)	3	2	3	3

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

The following is a graphic representation of statistics for **April 2023** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

- | | | | |
|--|--|--|--|
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property & Theft | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other |
| <input checked="" type="checkbox"/> Assault | <input checked="" type="checkbox"/> Property Crime | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Events |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering | <input checked="" type="checkbox"/> Disorder | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Property Crime Commercial | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Sexual Offense | <input checked="" type="checkbox"/> Other Property Crime | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Emergency |
| <input checked="" type="checkbox"/> Other Sexual Offense | <input checked="" type="checkbox"/> Theft | <input checked="" type="checkbox"/> Liquor | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Other Violent Offense | <input checked="" type="checkbox"/> Theft from Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Fire |
| <input checked="" type="checkbox"/> Homicide | <input checked="" type="checkbox"/> Theft of Vehicle | <input checked="" type="checkbox"/> Quality of Life | <input checked="" type="checkbox"/> Police Calls |
| <input checked="" type="checkbox"/> Kidnapping | <input checked="" type="checkbox"/> Other Theft | | |
| <input checked="" type="checkbox"/> Robbery | | | |



CITY OF WARRENTON
FINANCE DEPARTMENT

APR 14 2023

RECEIVED
WARRENTON, OR 97146

April 12, 2023

TO: City of Warrenton

FROM: South Jetty Inn, Hammond, OR

RE: Liquor License Application

Hello, attached please find our Liquor License Application. South Jetty Inn currently holds an "Off-Premises Sales" liquor license. We are asking to expand on that license and change it to a "On-Premises" license, so that we may sell and serve by the drink at retail to consumers for consumption on our licensed premises:
* Malt beverages (beer), wine, and cider.

Please let me know if you have any other questions or concerns.

Thank you,

Andrea Darus



OREGON LIQUOR & CANNABIS COMMISSION
LIQUOR LICENSE APPLICATION

Instructions

1. **Complete and sign** this application.
2. Prior to submitting this application to the OLCC, send the completed application to **the local government for the premises address** to obtain a recommendation.
 - If the premises street address is within a city's limits, the local government is the city.
 - If the premises street address is not within a city's limits, the local government is the county.
3. Collect the application from the local government **after** the recommendation has been provided.
4. **Email the application that contains the local government recommendation** to OLCC.LiquorLicenseApplication@Oregon.Gov.
5. **Do not** include any license fees with your application packet (fees will be collected at a later time). *When it's time to pay the license fee you must pay the full yearly fee for the current license year (the license fee will not be prorated). If you pay in the last quarter of your license year you must also pay the yearly fee for the next license year.*

License Request Options - Please see the general definitions of the license request options below:

- **New Outlet:** The licensing of a business that does not currently hold an active liquor license.
- **Change of Ownership:** The request to completely change the licensee of record at a licensed business.
- **Greater Privilege:** The request to replace a Limited On-Premises sales license with a Full On-Premises sales license.
- **Lesser Privilege:** The request to replace a Full On-Premises sales license with a Limited On-Premises sales license.
- **Additional Privilege:** The licensee currently holds an active liquor license at the premises and that same licensee would like to request to add an **additional** different liquor license type at that same premises location.

Additional Information

Applicant Identification: Please review [OAR 845-006-0301](#) for the definitions of "applicant" and "licensee" and [OAR 845-005-0311](#) to confirm that all individuals or entities with an ownership interest (other than a waivable ownership interest, per [OAR 845-005-0311\[6\]](#)) in the business have been identified as license applicants on this document. If you have a question about whether an individual or entity needs to be listed as an applicant for the license, discuss this with the OLCC staff person assigned to your application.

Premises Address: This is the physical location of the business and where the liquor license will be posted.

Applicant Signature(s): Each individual listed in the applicant information box on page 2 (entity or individuals applying for the license) must sign the application.

If an applicant listed in the applicant information box on page 2 is an entity (such as a corporation or limited liability company), at least one individual who is authorized to sign for the entity must sign the application.

Applicant/Licensee Representative(s): In order to make changes to a license or application or to receive information about a license or application by someone other than the applicant/licensee you must:

- Complete the below Authorized Representative area on page 2 as the applicant/licensee and/or
- Provide a Power of Attorney document showing the permissions allowable on the behalf of the applicant/licensee with this submission

Please note that applicants/licensees are responsible for all information provided on this form, even if an authorized representative or individual with authority signs on behalf of the applicant.

For help with this application or any related documents or processes, email olcc.alcohollicensing@oregon.gov.

LIQUOR LICENSE APPLICATION

Page 1 of 4

Check the appropriate license request option:

New Outlet | Change of Ownership | Greater Privilege | Lesser Privilege | Additional Privilege

Select the license type you are applying for.

More information about all license types is available [online](#).

Full On-Premises

- Commercial
- Caterer
- Public Passenger Carrier
- Other Public Location
- For Profit Private Club
- Nonprofit Private Club

Winery

- Primary location
- Additional locations: 2nd 3rd 4th 5th

Brewery

- Primary location
- Additional locations: 2nd 3rd

Brewery-Public House

- Primary location
- Additional locations: 2nd 3rd

Grower Sales Privilege

- Primary location
- Additional locations: 2nd 3rd

Distillery

- Primary location
- Additional tasting locations: 2nd 3rd 4th 5th 6th

Limited On-Premises

- Off Premises
- Warehouse
- Wholesale Malt Beverage and Wine

INTERNAL USE ONLY

Local Governing Body: After providing your recommendation, return this application to the applicant.

LOCAL GOVERNING BODY USE ONLY

City/County name:

Date application received:

Optional: Date Stamp

- Recommend this license be granted
- Recommend this license be denied

Printed Name

Date

LIQUOR LICENSE APPLICATION

Page 2 of 4

APPLICANT INFORMATION	
Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.	
Name of entity or individual applicant #1: <i>Charles Andrea LLC</i>	Name of entity or individual applicant #2:
Name of entity or individual applicant #3:	Name of entity or individual applicant #4:

BUSINESS INFORMATION		
Trade Name of the Business (name customers will see): <i>South Jetty Inn</i>		
Premises street address (The physical location of the business and where the liquor license will be posted): <i>984 Pacific Drive, PO Box 238</i>		
City: <i>Hammond</i>	Zip Code: <i>97121</i>	County: <i>Clatsop</i>
Business phone number: <i>503-861-8868</i>	Business email: <i>thesouthjettyinn@gmail.com</i>	
Business mailing address (where we will send any items by mail as described in <u>OAR 845-004-0065[1]</u>): <i>PO Box 238,</i>		
City: <i>Hammond</i>	State: <i>OR</i>	Zip Code: <i>97121</i>
Does the business address currently have an OLCC liquor license? <input type="checkbox"/> Yes <input type="checkbox"/> No	Does the business address currently have an OLCC marijuana license? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

AUTHORIZED REPRESENTATIVE – A liquor applicant or licensee may give a representative authorization to make changes to the license or application on behalf of the licensee or to receive information about a license or application.		
I give permission for the below named representative to: <input checked="" type="checkbox"/> Make changes regarding this license/application on my behalf. <input checked="" type="checkbox"/> Receive information about the status of this application, including information about pending compliance action or communications between OLCC and the licensee/applicant.		
Representative Name: <i>Charles Parker</i>		
Phone number: <i>503-861-8868</i>	Email: <i>thesouthjettyinn@gmail.com</i>	
Mailing address: <i>984 Pacific Dr., PO Box 238</i>		
City: <i>Hammond</i>	State: <i>OR</i>	Zip Code: <i>97121</i>

Please note: liquor license applications are public records.

OLCC Liquor License Application (Rev. 2.1.23)

LIQUOR LICENSE APPLICATION

Page 3 of 4

APPLICATION CONTACT INFORMATION – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative section must be filled in and the appropriate permission(s) must be selected.

Application Contact Name:

Andrea Darus

Phone number:

503-861-8868

Email:

thesouthjettyinn@gmail.com

TERMS

- “Real property” means the real estate (land) and generally whatever is erected or affixed to the land (for example, the building) at the business address.
- “Common area” is a privately owned area where two or more parties (property tenants) have permission to use the area in common. Examples include the walking areas between stores at a shopping center, lobbies, hallways, patios, parking lots, etc. An area’s designation as a “common area” is typically identified in the lease or rental agreement.

ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

- Each applicant listed in the “Application Information” section of this form has read and understands OAR 845-005-0311 and attests that:
 1. At least one applicant listed in the “Application Information” section of this form has the legal right to occupy and control the real property proposed to be licensed as shown by a property deed, lease, rental agreement, or similar document.
 2. No person not listed as an applicant in the “Application Information” section of this form has an ownership interest in the business proposed to be licensed, unless the person qualifies to have that ownership interest waived under OAR 845-005-0311.
 3. The licensed premises at the premises street address proposed to be licensed either:
 - a. Does not include any common areas; or
 - b. Does include one or more common areas; however, only the applicant(s) have the exclusive right to engage in alcohol sales and service in the area to be included as part of the licensed premises.
 - In this circumstance, the applicant(s) acknowledges responsibility for ensuring compliance with liquor laws within and in the immediate vicinity of the licensed premises, including in portions of the premises that are situated in “common areas” and that this requirement applies at all times, even when the business is closed.
 4. The licensed premises at the premises street address either:
 - a. Has no area on property controlled by a public entity (like a city, county, or state); or
 - b. Has one or more areas on property controlled by a public entity (like a city, county, or state) and the public entity has given at least one of the applicant(s) permission to exercise the privileges of the license in the area.

LIQUOR LICENSE APPLICATION

• Each applicant listed in the "Application Information" section of this form has read and understands OAR 845-006-0362 and attests that:

1. Upon licensure, each licensee is responsible for the conduct of others on the licensed premises, including in outdoor areas.
2. The licensed premises will be controlled to promote public safety and prevent problems and violations, with particular emphasis on preventing minors from obtaining or consuming alcoholic beverages, preventing over-service of alcoholic beverages, preventing open containers of alcoholic beverages from leaving the licensed premises unless allowed by OLCC rules, and preventing noisy, disorderly, and unlawful activity on the licensed premises.

I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application, are true and complete.

<u>Andrea DARUS</u>	<u>Andrea Darus</u>	<u>4-13-23</u>	
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____
Print name	Signature	Date	Atty. Bar Info (if applicable)
_____	_____	_____	_____



**WARRENTON POLICE DEPARTMENT
OFFICE MEMORANDUM**



TO: DAWNE SHAW, CITY RECORDER

FROM: MATHEW J. WORKMAN, CHIEF OF POLICE

DATE: MAY 9, 2023

SUBJECT: OLCC LICENSE APPLICATION

CC:

I have reviewed the application modify an OLCC Liquor license for the SOUTH JETTY INN (984 Pacific Dr.) to add "On-Premises Sales." I called and spoke to co-applicant Charles Darus to ask him how they envisioned they would use the license. I was told that they were not adding a "bar" to the motel but would sale alcoholic beverages to customers staying at the hotel to take back to their rooms. They have future plans to add a deck to the property where guests could possibly drink alcoholic beverages but that is down the road. For now, it will be to sell alcoholic beverages for customers to take to their rooms. Charles told me both he and his wife Andrea (co-applicant) have OLCC servers permits already.

I do not see an issue at this point and would recommend approval of the application.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Jay Blake, Planning Director *Jay Blake*
 DATE: May 23, 2023
 SUBJ: Declaration of Public Nuisance – Derelict Building
 365 North Main Avenue, Warrenton OR 97146

BACKGROUND:

The city adopted Section 8.28 of the Warrenton Municipal Code to address derelict buildings and chronic nuisances within the City. Section 8.28.030 establishes a definition of conditions that meet the requirements of a nuisance and prescribes a process through which the city can order the abatement of the nuisance situation.

Staff contacted the property owner of 365 North Main Avenue, Warrenton (Parcel # 81016DD00300) on several occasions requesting site improvements with little action. Staff sent formal notification and posted the property stating that the City Commission will consider a declaration of a nuisance at the May 23, 2023 meeting.

CONCLUSIONS AND RECOMMENDATION

Staff believes that the condition of the property and structures meets the definition of a derelict building. See the attached notice and photos from May of this year. The City Commission may by motion direct staff to order the abatement of the nuisance pursuant to Section 8.16.160.

8.16.160 Notice to abate.

- A. On determination by the Commission that a nuisance exists, the Commission shall cause a notice to be posted on the premises or at the site of the nuisance, directing the person responsible to abate the nuisance.
- B. At the time of posting, the City Auditor shall cause a copy of the notice to be forwarded by registered or certified mail to the person responsible at the person's last known address.

C. The notice to abate shall contain:

1. A description of the real property, by street address or otherwise, on which the nuisance exists.
2. A direction to abate the nuisance within 10 days from the date of the notice.
3. A description of the nuisance.
4. A statement that, unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible.
5. A statement that failure to abate a nuisance may warrant imposition of a fine.
6. A statement that the person responsible may protest the order to abate by giving notice to the City Auditor within 10 days from the date of the notice.

D. If the person responsible is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

E. Upon completion of the posting and mailing, the persons posting and mailing shall execute and file certificates stating the date and place of the mailing and posting.

F. An error in the name or address of the person responsible shall not make the notice void, and in such case the posted notice shall be sufficient. (Ord. 848-A § 32, 1989)

Recommended Motion:

I move that the Warrenton City Commission declare a public nuisance exists at 365 North Main Avenue, Warrenton OR 97146 and direct staff to move forward with the appropriate abatement procedures as outlined in the municipal code.

FISCAL IMPACT

There is a potential cost for abatement that will need to be determined if the property owner fails to remove the nuisance.

Approved by City Manager: _____



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



May 10, 2023

CERTIFIED LETTER

Nhan Phan
14319 NW Tradewind St
Portland, OR 97229

RE: Declaration of Derelict Building
Address: 365 North Main Avenue, Warrenton, OR 97146
Parcel #: 81016DD00300

Dear Property Owner,

The City of Warrenton has received a complaint regarding the condition of the building (s) at the above-referenced address/Parcel Number.

Section 8.28 establishes maintenance standards for all structures within the City of Warrenton. We believe that your property contains at least one derelict structure on it. This determination is based on the following conditions:

8.28.050 Property maintenance standards.

No person in charge of a property shall maintain or permit to be maintained any property which does not comply with the requirements of this chapter and is deemed to be a nuisance and detrimental to the City. All property shall be maintained to the building code requirements in effect at the time of construction, alteration, or repair, and shall meet the minimum requirements described in this chapter.

- A. Accessory Structures. All accessory structures, including sheds, trellises, awnings, fences, and other similar features, shall be maintained structurally safe and sound, and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.

- B. Roofs. The roof shall be structurally sound, tight, and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions and shall channel rainwater into approved receivers.
- C. Chimneys and Towers. All chimneys, cooling towers, smoke stacks, towers, and similar appurtenances / attachments shall be maintained so as to be structurally safe and sound, and in good repair. They shall remain adequately supported and free from obstructions and shall be maintained in a condition which ensures there will be no leakage or back-up of noxious gases. They shall be reasonably plumb. Loose bricks or blocks shall be rebonded. Loose or missing mortar shall be replaced. Unused openings into the interior of the structure must be permanently sealed using approved materials.
- D. Foundations and Structural Members.
1. Foundation elements shall adequately support the building and shall be free of rot, crumbling elements, or similar deterioration.
 2. The supporting structural members in every structure shall be maintained so as to be structurally sound, showing no evidence of deterioration or decay which would substantially impair their ability to carry imposed loads.
- E. Exterior Walls and Exposed Surfaces.
1. Exterior wall and weather-exposed exterior surface or attachment shall be free of holes, breaks, loose or rotting boards or timbers and any other conditions which might admit rain or dampness to the interior portions of the walls or the occupied spaces of the building.
 2. Exterior wood surfaces shall be made substantially impervious to the adverse effects of weather by periodic application of an approved protective coating of weather-resistant preservative, paint, or other approved coating, and be maintained in good condition.
 3. Exterior metal surfaces shall be protected from rust and corrosion of an extent that would substantially impair its ability to carry imposed loads.
 4. Exterior brick, stone, masonry, or other veneer shall be maintained so as to be structurally sound and be adequately supported and tied back to its supporting structure.

5. Cornices, belt courses, corbels, terra cotta trim, wall facings, and similar decorative features shall be maintained in good repair with proper anchorage and in a safe condition.

6. Overhang extensions, including, but not limited to, canopies, marquees, signs, metal awnings, fire escapes, standpipes, and exhaust ducts shall be maintained in good repair and be properly anchored so as to be kept in a sound condition.

F. Stairs and Porches. Stair, porch, deck, balcony, and appurtenances / attachments attached thereto, shall be constructed and maintained so as to be safe to use and capable of supporting the loads to which they are subjected and shall be kept in sound condition and good repair, including replacement as necessary of flooring, treads, risers, and stringers that evidence excessive wear and are broken, warped, or loose.

G. Handrails and Guardrails. Handrail and guardrail shall be firmly fastened, and shall be maintained in good condition, and capable of supporting the loads to which they are subjected.

H. Windows. Each window shall be substantially weather-tight, shall be kept in sound condition and repair for its intended use, and shall comply with the following:

1. Window sash shall be fully supplied with glass window panes or an approved substitute without open cracks and holes.

2. Window sash shall be in good condition and fit weather-tight within its frames.

3. Window frame shall be constructed and maintained in relation to the adjacent wall construction so as to exclude rain as completely as possible and to substantially exclude wind from entering the structure.

I. Doors. Exterior doors, door assemblies, and hardware shall be maintained in good condition, be weather-tight, and substantially exclude wind and rain from entering the structure.

J. Hazardous Materials.

1. Residential property shall be free of dangerous levels of hazardous materials, contamination by toxic chemicals, or other circumstances that would render the property unsafe.

2. No residential property shall be used as a place for the storage and handling of highly combustible or explosive materials or any articles which may be dangerous or detrimental to life or health. No residential property shall be used for the storage or sale

of paints, varnishes, or oils used in the making of paints and varnishes, except as needed to maintain the dwelling.

3. Residential property shall be kept free of friable asbestos.



K. Exterior Facilities and Equipment. In addition to other requirements for maintenance described in this chapter, all exterior facilities and equipment, such as heat pumps, generators, etc. shall comply with the following:

1. All required facilities on the exterior of a structure shall be constructed and maintained to properly and safely perform their intended function.
2. All non-required facilities or equipment on the exterior of a structure shall be maintained to prevent structural damage to the building, or hazards of health, sanitation, or fire.



L. Exterior Property. All properties, including vacant properties, shall comply with the following:

1. Debris. Property shall be kept free of debris, trash, building materials, or the storage of other goods which are visible from the street or adjacent properties. Debris shall include, but not be limited to: tires, lumber, household appliances, inoperable, unregistered or excess vehicles, furniture, sinks, toilets, cabinets, other household fixtures, equipment, rubbish, garbage, debris, salvage materials, or parts thereof which constitute a fire hazard and/or are stored or accumulated in such a manner as to be visible from a public street, alley or adjoining property;
2. Junk. An owner or person in charge of junk shall comply with the following:
 - a. No person may keep junk outdoors on a street, lot, or other premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.
 - b. No person may park, store, or abandon junk, litter, or rubbish on property owned by the City outside the City limits without the permission of the City Manager.
 - c. This section does not apply to junk kept in a licensed junk yard or automobile wrecking yard.
3. Weeds and Noxious Vegetation. Weeds or other noxious vegetation shall be cut down or destroyed, or otherwise prevented from becoming unsightly, from becoming a fire hazard, or from maturing or going to seed.

4. Landscaping.

a. Landscaping improvements shall be maintained in a healthy condition, trimmed and pruned to maintain adequate clearance over pedestrian and vehicular areas.

b. Landscaping improvements designated on an approved landscape plan shall be retained and maintained as denoted on the approved plan unless otherwise approved by the City.

5. Walkways, Parking Areas, and Walls.

a. Walls, driveways, walkways, parking areas, and retaining and/or decorative walls shall be maintained in such condition as to not become so defective, unsightly, or in such condition of deterioration or disrepair that the same causes potential depreciation of the values of surrounding property, or is materially detrimental to nearby properties and improvements.

b. Maintenance and/or construction of walls, driveways, walkways, parking areas, and retaining and/or decorative walls located within the right-of-way shall be the responsibility of the adjacent property owner unless otherwise approved by a legally recorded easement or other legal document. (Ord. 1229 § 2, 2019)

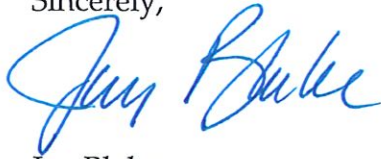
See the attached photographs:

This letter shall serve as your notice of violation and the potential declaration of a public nuisance by the City Commission. A hearing by the Warrenton City Commission is scheduled for 6:00 pm on Tuesday May 23, _____, 2023. This notice shall also be posted at the property.

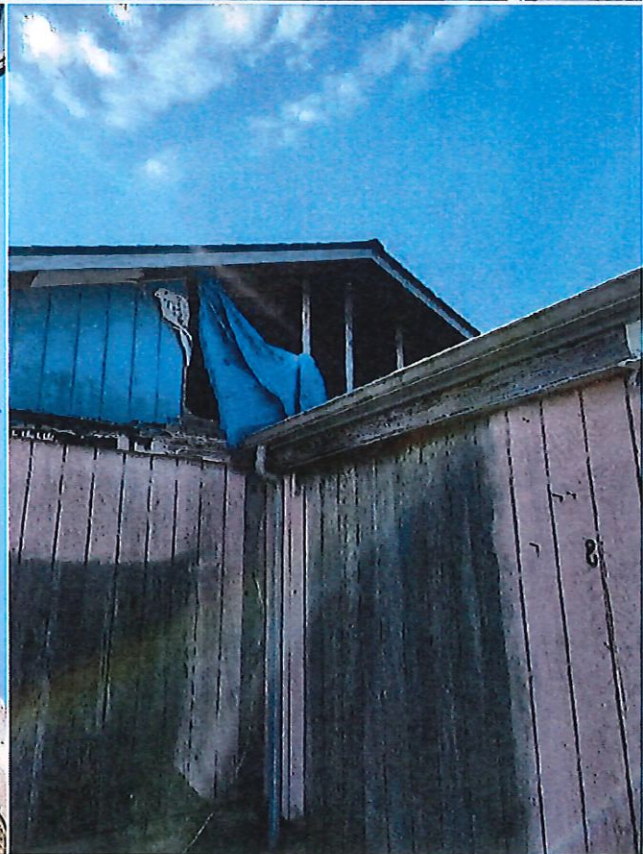
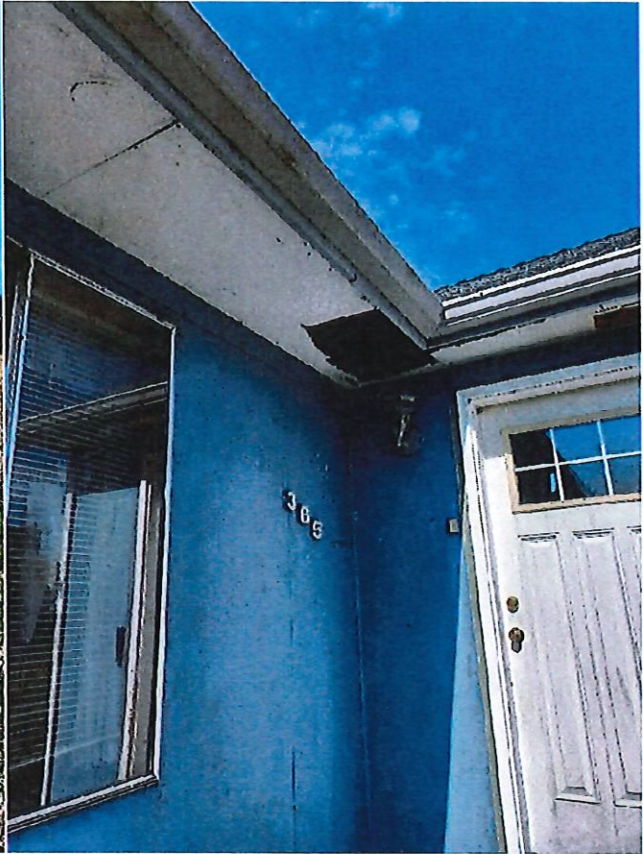
Should the City Commission determine that a nuisance exists as defined in Section 8.28, you shall have ten (10) days from the date of the notice of decision with which to repair or remove the described nuisance. You may protest the notice to abate the nuisance pursuant to Section 8.16.170 of the Warrenton Municipal Code.

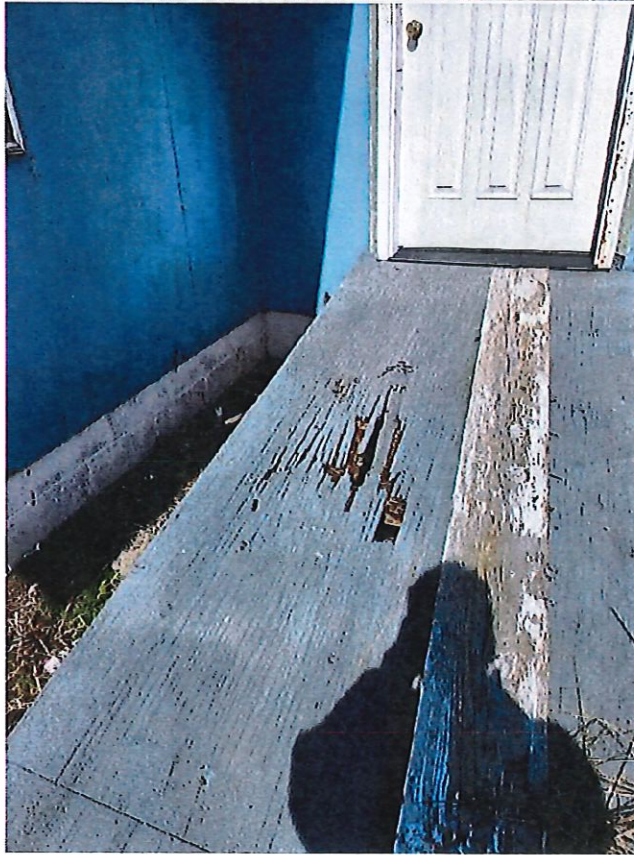
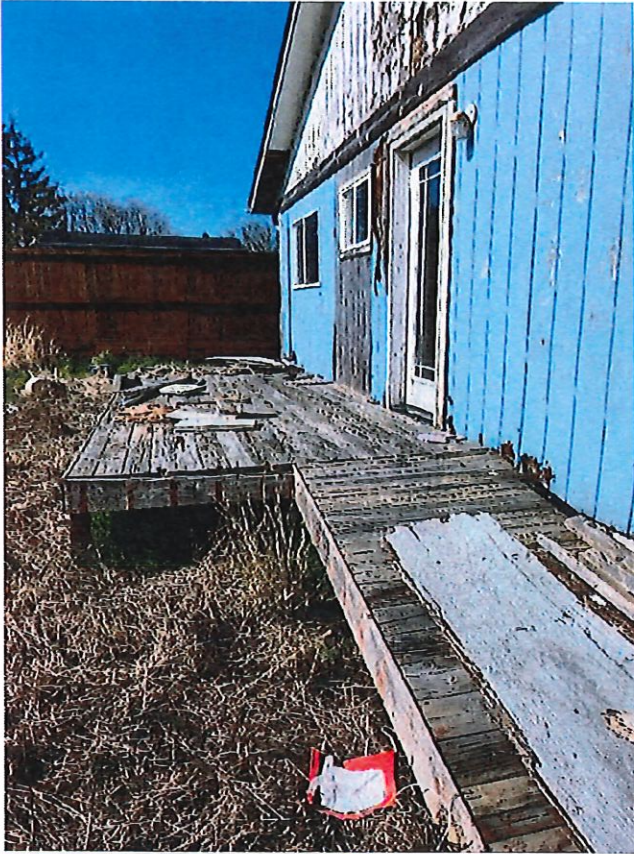
Failure to abate the nuisance within the prescribed timeframe could cause the City to abate the nuisance and assess those costs to the property.

Sincerely,



Jay Blake
Planning Director
City of Warrenton







AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Jay Blake, Planning Director *Jay Blake*
 DATE: May 23, 2023
 SUBJ: Declaration of Public Nuisance – Derelict Building
 667 Pacific Drive, Hammond OR 97121

BACKGROUND:

The city adopted Section 8.28 of the Warrenton Municipal Code to address derelict buildings and chronic nuisances within the City. Section 8.28.030 establishes a definition of conditions that meet the requirements of a nuisance and prescribes a process through which the city can order the abatement of the nuisance situation.

Staff attempted contact with the property owner of 667 Pacific Drive, Hammond (Parcel # 81008AA01000) on several occasions requesting site improvements with no action. Staff sent formal notification and posted the property stating that the City Commission will consider a declaration of a nuisance at the May 23, 2023 meeting.

CONCLUSIONS AND RECOMMENDATION

Staff believes that the condition of the property and structures meets the definition of a derelict building. See the attached notice and photos from May of this year. The City Commission may by motion direct staff to order the abatement of the nuisance pursuant to Section 8.16.160.

8.16.160 Notice to abate.

- A. On determination by the Commission that a nuisance exists, the Commission shall cause a notice to be posted on the premises or at the site of the nuisance, directing the person responsible to abate the nuisance.
- B. At the time of posting, the City Auditor shall cause a copy of the notice to be forwarded by registered or certified mail to the person responsible at the person's last known address.

C. The notice to abate shall contain:

1. A description of the real property, by street address or otherwise, on which the nuisance exists.
2. A direction to abate the nuisance within 10 days from the date of the notice.
3. A description of the nuisance.
4. A statement that, unless the nuisance is removed, the City may abate the nuisance and the cost of abatement will be charged to the person responsible.
5. A statement that failure to abate a nuisance may warrant imposition of a fine.
6. A statement that the person responsible may protest the order to abate by giving notice to the City Auditor within 10 days from the date of the notice.

D. If the person responsible is not the owner, an additional notice shall be sent to the owner, stating that the cost of abatement not paid by the person responsible may be assessed to and become a lien on the property.

E. Upon completion of the posting and mailing, the persons posting and mailing shall execute and file certificates stating the date and place of the mailing and posting.

F. An error in the name or address of the person responsible shall not make the notice void, and in such case the posted notice shall be sufficient. (Ord. 848-A § 32, 1989)

Recommended Motion:

I move that the Warrenton City Commission declare a public nuisance exists at 667 Pacific Drive, Hammond, OR 97121 and direct staff to move forward with the appropriate abatement procedures as outlined in the municipal code.

FISCAL IMPACT

There is a potential cost for abatement that will need to be determined if the property owner fails to remove the nuisance.

Approved by City Manager: _____



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



May 10, 2023

CERTIFIED LETTER
Roger Dean Whitman
PO Box 447
Gladstone, OR 97027

RE: Declaration of Derelict Building
Address: 667 Pacific Drive, Hammond, OR 97121
Parcel #: 81008AA01000

Dear Property Owner,

The City of Warrenton has received a complaint regarding the condition of the building (s) at the above-referenced address/Parcel Number.

Section 8.28 establishes maintenance standards for all structures within the City of Warrenton. We believe that your property contains at least one derelict structure on it. This determination is based on the following conditions:

8.28.050 Property maintenance standards.

No person in charge of a property shall maintain or permit to be maintained any property which does not comply with the requirements of this chapter and is deemed to be a nuisance and detrimental to the City. All property shall be maintained to the building code requirements in effect at the time of construction, alteration, or repair, and shall meet the minimum requirements described in this chapter.

- A. Accessory Structures. All accessory structures, including sheds, trellises, awnings, fences, and other similar features, shall be maintained structurally safe and sound, and in good repair. Exterior steps and walkways shall be maintained free of unsafe obstructions or hazardous conditions.

- B. Roofs. The roof shall be structurally sound, tight, and have no defects which might admit rain. Roof drainage shall be adequate to prevent rainwater from causing dampness in the walls or interior portion of the building. Roof drains, gutters, and downspouts shall be maintained in good repair and free from obstructions and shall channel rainwater into approved receivers.
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- E. Exterior Walls and Exposed Surfaces.
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2. Junk. An owner or person in charge of junk shall comply with the following:
 - a. No person may keep junk outdoors on a street, lot, or other premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.
 - b. No person may park, store, or abandon junk, litter, or rubbish on property owned by the City outside the City limits without the permission of the City Manager.
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See the attached photographs:

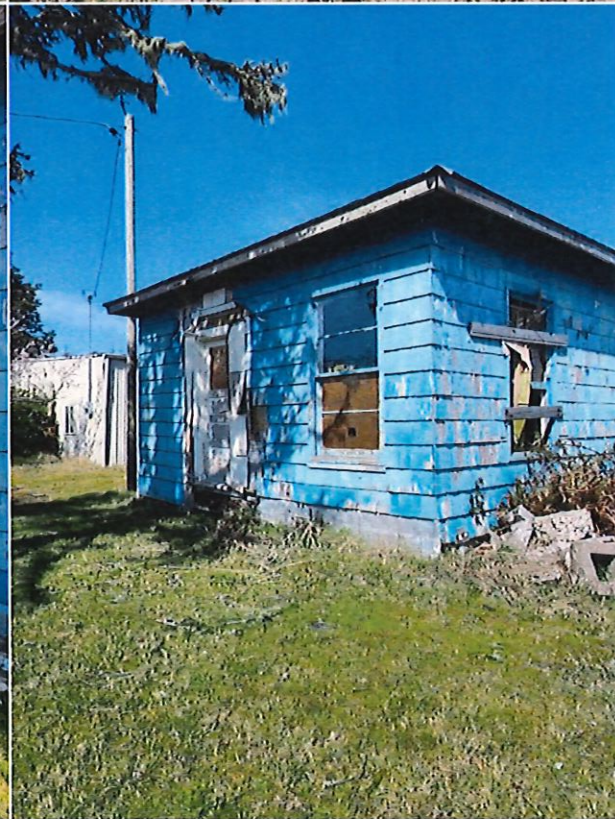
This letter shall serve as your notice of violation and the potential declaration of a public nuisance by the City Commission. A hearing by the Warrenton City Commission is scheduled for 6:00 pm on Tuesday May 23, 2023. This notice shall also be posted at the property.

Should the City Commission determine that a nuisance exists as defined in Section 8.28, you shall have ten (10) days from the date of the notice of decision with which to repair or remove the described nuisance. You may protest the notice to abate the nuisance pursuant to Section 8.16.170 of the Warrenton Municipal Code.

Failure to abate the nuisance within the prescribed timeframe could cause the City to abate the nuisance and assess those costs to the property.

Sincerely,

Jay Blake
Planning Director
City of Warrenton





AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: May 23, 2023

SUBJ: Camping Code Amendments

SUMMARY

On October 26, 2021 the City Commission held a work session to discuss the Camping code (Chapter 12.28) and how it will need to change with the passage of several Legislative Bills dealing with homeless subjects. On April 25, 2023 the City Commission had a second work session to further discuss the Camping code and determine how we wanted craft our code to be in compliance with the Legislative bills. The Commission gave staff direction on what they wanted to see in the code and the approach to take. Staff made numerous amendments and additions to the code and then sent the amendments and additions to the City Attorney for review and approval. The City Attorney and staff worked together to clean up the language in several parts and to make the changes fit with current laws and practices. The attached ordinance includes the previously discussed amendments and additions that were written with the input from the Commissioners, staff, and legal counsel.

RECOMMENDATION/SUGGESTED MOTION

Review the proposed ordinance that amends the current City Code and then move to have the first reading of the ordinance.

“I move to approve Ordinance No. 1265 amending the various sections of the City of Warrenton Municipal Code Chapter 12.28 as stated, and to conduct the first reading by title only.”

ALTERNATIVE

This is the best current alternative for the approach to camping, we must have a code that complies with the current laws. If the laws change we can revisit the code.

FISCAL IMPACT

There will be a fiscal impact as we will need to expend funds and resources to maintain a designated camping area as well as enforce all sections of this code.

ATTACHMENTS:

- Proposed Ordinance No. 1265.

Approved by City Manager: 

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

ORDINANCE NO. 1265

Introduced by All Commissioners

AN ORDINANCE AMENDING CHAPTER 12.28 "CAMPING"
OF THE WARRENTON MUNICIPAL CODE

WHEREAS, the City last addressed this chapter of the City's Municipal Code in 2013; and

WHEREAS, the language of the code needs to be updated to be consistent with current State Legislative bills and laws; and

WHEREAS, the city needs to be able to address and regulate camping activity in the City on both public and private property to promote health and safety while being mindful individuals experiencing homelessness;

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

Section 1. Warrenton Municipal Code Chapter 12.28 Camping is hereby amended to read as follows:

Chapter 12.28 CAMPING

12.28.010 Definitions.

- A. "To camp" means to set up, or to remain in or at a campsite, for the purposes of establishing or maintaining a temporary place to live.
- B. "Campsite" means any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of camp facilities. (Ord. 1179-A § 3, 2013)
- C. "To store" or "storage" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- D. "Camp paraphernalia" means, but is not limited to, tarpaulins, cots, beds, sleeping bags, blankets, mattresses, hammocks, or non-city designated cooking facilities and similar equipment.
- E. "Camp facilities" include, but are not limited to, tents, huts, temporary shelters, or vehicles.
- F. "City manager" means the Warrenton City Manager, or the city manager's designee.
- G. "Motor vehicle" has the meaning given that term in ORS 801.360.
- H. "Park areas" has the meaning of all public parks in the City of Warrenton.

- I. "Parking lot" means a developed location that is designated for parking motor vehicles, whether developed with asphalt, concrete, gravel, or other material.
- J. "Publicly owned or maintained" means any real property or structures owned, leased, or managed by the city or other government agency including public rights-of-way.
- K. "Public rights-of-way" has the meaning set forth in Chapter 12.32.
- L. "Recreational fire" means a fire for the cooking of food, warmth, fellowship, or ceremonial purposes.
- M. "Recreational vehicle" has the meaning given that term in ORS 174.101.
- N. "Seasonal businesses" means business that corresponds to the changes in seasons. Examples include but are not limited to; fresh fruit vendors, Christmas or alternative holiday retailers, fireworks retailers, and businesses associated with Buoy 10 fishing season.
- O. "Solid waste" means any garbage, trash, debris, yard waste, food waste, or other discarded materials.
- P. "Solid waste collector" means any person, agent, officer, or employee of the City to whom authority is given for the collection and disposal of refuse.
- Q. "Store" or "storage" means to put aside or accumulate for use when needed, to put for safekeeping, to place or leave in a location.
- R. "Street" means any highway, lane, road, street, right-of-way, alley, and every way or place in the City of Warrenton that is publicly owned or maintained for public vehicular travel.

12.28.020 Public property program for temporary camping.

- A. Campers participating in the city's program for temporary camping are permitted to camp in a location identified in city policy.
- B. All vehicles, motorized or recreational, participating in the city's program for temporary camping under this section shall be currently registered and displaying an unexpired registration plate with current tags or current trip permit issued by the Oregon State Department of Motor Vehicles (DMV) and shall be in compliance with required vehicle insurance responsibilities.
- C. The city manager may revoke permission for a person or group to camp overnight on public property upon finding that the person or group has violated any applicable law, ordinance, rule, guideline, or agreement, or that any activity occurring on that property by a camper(s) the person is incompatible with the use of the property or adjacent properties.

12.28.025 Prohibited public camping.

- A. Except as otherwise specifically authorized by the Warrenton Municipal Code or by declaration by the Mayor or City Commission in emergency circumstance, it is unlawful for any person(s) to establish or occupy a campsite on the following:
1. All Park areas; and
 2. All publicly owned or maintained parking lots; and
 3. All publicly owned or maintained restrooms; and
 4. All publicly owned property located within residential zoning districts; and
 5. All publicly owned trails, beaches, and bridges; and
 6. All publicly owned marinas, docks, and dikes.
- B. Except as expressly authorized by the Warrenton Municipal Code, no person shall use any vehicle or recreational vehicle for camping or lodging purposes upon the streets, public property, or public beach of the City, or otherwise use the streets or public beach for camping or lodging.
- C. No person shall use any vehicle or trailer for camping or lodging purposes upon any private or public parking lots except as provided in this chapter.
- D. Except as expressly authorized by the Warrenton Municipal Code, it shall be unlawful for any person to store more than 120 cubic feet of personal property, including camp facilities and camp paraphernalia, on any public property during the hours of 6:00 a.m. to 9:00 p.m.
- E. Except as expressly authorized by the Warrenton Municipal Code or special event permit, it shall be unlawful to have a recreational fire on public property.
- F. A person or persons camping in a vehicle or recreational vehicle must adhere to parking regulations (Chapter 10.04 Article IV) and public right-of-way regulations (Chapter 12.32).
- G. Notwithstanding the provisions of this chapter, the city manager may temporarily authorize camping or storage of personal property on public property by written order that specifies the period of time and location:
1. In the event of emergency circumstances;
 2. In conjunction with a special event permit;
 3. In the event the designated camping area described in Section 12.28.020 is full and unable to accommodate campers;
 4. Upon finding it to be in the public interest and consistent with commission goals and policies.
- H. The city manager may adopt administrative rules to implement any of the provisions of this chapter.
- I. The City of Warrenton recognizes the social nature of the problem of homeless individuals camping on public property and has developed this code and policy to ensure the most humane treatment for removal of homeless individuals from campsites on public property. (Ord. 1179-A § 3, 2013)

12.28.030 Temporary Private Property Camping Program

- A. Consistent with all other provisions of the Warrenton Municipal Code including the Recreational Vehicle Park Design Standards in Chapter 16.176, with written authorization of the owner of the property and subject to any additional rules adopted by the city manager:
 - 1. Up to three total motor vehicles, recreational vehicles, or tents, in any combination, may be used for a temporary camping location in any parking lot on the following types of property:
 - a. Real property developed and owned by a religious institution or place of worship, regardless of the zoning designation of the property. For the purpose of this section, an organization qualifies as a religious institution if it is granted tax exempt status under Section 501(c)(3) of the Internal Revenue Service Tax Code;
 - b. Vacant or unoccupied commercial or industrial real property.
- B. With written authorization of the owner and, if applicable, tenants of the property, up to four individuals may use a residentially zoned property developed with an occupied residential dwelling for camping by either:
 - 1. Using a tent to camp in the back yard of the residence; or
 - 2. Using a single motor vehicle parked in the driveway or on the side of the dwelling as long as it does not create a traffic hazard. A vehicle used for camping shall not be parked in front of a residence. There can be no discharge of waste of any sort except into proper sewer or septic systems and any connection to city-owned system must be approved by the city prior to any connection.
- C. A property owner who authorizes any person to camp on a property pursuant to subsection (A) or (B) of this section must:
 - 1. Provide or make available sanitary facilities; (i.e., including toilets, wash facilities, and drinking water facilities).
 - 2. Provide garbage collection services so that there is no accumulation of solid waste on the property outside of designated receptacles provided by the solid waste collector;
 - 3. Provide a storage area for campers to store any personal items so the items are not visible from any public street;
 - 4. Require any tent or camping shelter in a residential backyard to be not less than five feet away from any property line;
 - 5. Not require or accept the payment of any monetary charge nor performance of any valuable service in exchange for providing the authorization to camp on the property; provided, however, that nothing in this section will prohibit the property owner from requiring campers to perform services necessary to maintain safe, sanitary, and habitable conditions at the campsite; and

6. Obtain a city temporary camping permit. To obtain such a permit, the property owner must demonstrate compliance with all of the requirements of this section 12.28.030.
- D. A property owner who permits camping pursuant to subsection (A) or (B) of this section may revoke that permission at any time and for any reason.
 - E. Notwithstanding any other provision of this chapter, the city manager may revoke the city temporary camping permit upon finding that any of the requirements of this section 12.28.030 have been violated or any activity occurring on that property by the camper(s) is incompatible with the uses of adjacent properties or constitutes a nuisance or other threat to the public welfare.
 - F. Any person whose authorization or permit to camp on private property has been revoked pursuant to subsection (D) or (E) of this section must vacate and remove all belongings from the property within four hours of receiving such notice.
 - G. All persons participating in the temporary camping program described in this section do so at their own risk, and nothing in this code creates or establishes any duty or liability for the city or its officers, employees, or agents, with respect to any loss related to bodily injury (including death) or property damage.
 - H. The City Manager may adopt administrative rules to implement any of the provisions of this chapter.

12.28.035 Revocation of Permission Appeal

- A. Any person whose authorization to camp on private or city property has been revoked by the City Manager may appeal the decision to the City Commission in accordance with the procedure set forth in Chapter 15.08 of the Warrenton Municipal Code. For the purposes of this section, a person has received notice to vacate upon actual receipt of either oral or written notice. Written notice is deemed received upon personal delivery or upon other proof of having been received. In the situation where it can be shown a person refuses to accept personal delivery or is intentionally avoiding personal delivery, the written notice is deemed received on the date and time when it is affixed to the motor vehicle or tent being used for camping by the person in question.

12.28.040 Use of RV for seasonal businesses.

Special permits for seasonal businesses may be issued for no more than one recreational vehicle as registered to the owner/manager of said business, for up to one month upon application and approval by the City Commission or their designee. Application, approval, and issuance of the permit must take place before the recreational vehicle is placed upon the property. The unit must not create a traffic hazard and cannot discharge waste of any kind except into proper sewer or septic systems and any connection to city-owned system must be approved by the city prior to any connection. Arrangements must be made with the Public Works Department for regular pickup of garbage. (Ord. 1179-A § 5, 2013)

12.28.050 Notice requirements and property retention.

- A. The City of Warrenton will follow all legal requirements providing adequate notice and the involvement of social services agencies to facilitate a humane transition when clearing established campsites. Notice requirements apply to established campsites (generally a campsite in place for over 24 hours). Notice requirements are not applicable to campsites that are not established and in violation of this chapter.

12.28.060 Enforcement and penalties.

- A. Violation of this code is a Class D violation as defined by ORS 153.008 and 153.012. A Class D violation carries a penalty of up to \$300.00. Each day the violation occurs will be considered a separate offense. Individuals experiencing homelessness may not be assessed a fine of more than \$35.00 for each violation of this chapter.
- B. In addition to any other penalties that may be imposed, any campsite not authorized by this chapter or other provisions of this code shall constitute a public nuisance and may be abated as such.

Section 2. This Ordinance shall become effective thirty days after its adoption.

First Reading: May 23, 2023

Second Reading: June 13, 2023

ADOPTED by the City Commission of the City of Warrenton, Oregon this 13th day of June 2023.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Mathew J. Workman, Chief of Police
 DATE: May 23, 2023
 SUBJ: Declare Vehicle Surplus

SUMMARY

The Warrenton Police Department has a decommissioned vehicle that was loaned to the Marina for the last several years and it is no longer running. The vehicle would not be recommended to be utilized by other city departments. The vehicle will be disposed of in accordance with current administrative policies.

The vehicle is as follows:

2003 Ford Explorer, 1FMZU72KX3ZA96332

RECOMMENDATION/SUGGESTED MOTION

Declare the listed police department vehicle as surplus to be disposed of in accordance with current administrative policies.

I move to declare the listed vehicle as "surplus" and disposed of according to current administrative policies.

ALTERNATIVE

Keep the listed vehicle on the city asset list and continue to maintain and insure it.

FISCAL IMPACT

There will be an impact if we have to continue to maintain and insure the vehicle. A small amount of revenue will be seen if the vehicle is sold.

ATTACHMENTS:

- N/A

Approved by City Manager: Esther Meloy

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: May 23, 2023

SUBJ: STREET VACATION PETITION NO. 158; ORDINANCE NO. 1264

SUMMARY

At its May 9, 2023 meeting, the City Commission held a public hearing for Street Vacation No. 128, a portion of an undeveloped street known as SE 11th Street. The first reading of Ordinance No. 1264 was also conducted on this date. The Ordinance is presented this evening for its second reading and adoption.

RECOMMENDATION/SUGGESTED MOTION

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

"I move to adopt Ordinance No. 1264."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

The cost of the vacation is paid for by the petitioners.

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 23rd day of May 2023.

First Reading: May 9, 2023

Second Reading: May 23, 2023

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.



1 INCH = 30 FEET

MARLIN AVENUE
WARRENTON-ASTORIA HIGHWAY

WARRENTON PARK

71

10

11

12

13

14

S89°49'00"W 125.60' M/L

PROPOSED AREA OF 11TH STREET TO BE VACATED
9,560 SF +/-

PORTION OF 11TH STREET VACATED PER
ORDINANCE NO. 913-A RECORDED IN
BOOK 055 PAGE 357

N0°11'00"W 70.00' M/L

N29°49'00"E 146.81' M/L

7

6

5

4

3

74

POB

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S17°31'26"W	7.85' M/L
L2	S17°18'50"W	48.75' M/L
L3	S14°23'29"W	18.55' M/L

LEGEND

- _____ CENTERLINE
- _____ RIGHT OF WAY
- _____ BOUNDARY LINE
- _____ LOT/PARCEL LINE
- _____ VACATED 11TH ST
- M/L MORE OR LESS
- POB POINT OF BEGINNING

EXHIBIT SKETCH
PORTION OF 11TH STREET TO BE
VACATED, CITY OF WARRENTON,
CLATSOP COUNTY, OREGON



Date: 03/15/23 1725 N ROOSEVELT DR. STE
B, SEASIDE, OR 97138
Proj No: 2219127 (503) 738-3425

www.sflands.com
info@sflands.com



Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
 From: April Clark, Finance Director
 Date: May 23, 2023

**Regarding: Consideration of Resolution No. 2646 to Amend Resolution No. 640
 Creating a Community Advisory Center Board and Providing Rules
 for Operation Thereof and Repealing Resolution No. 2471 and all
 Other Resolutions in Conflict**

SUMMARY:

The Community Center Advisory Board wishes to make changes to its Bylaws and Rules for Operation.

The Community Center Advisory Board was established in October of 1987 by Resolution No. 640. The Resolution allowed the Board to set its own Bylaws and Rules for Operation which are currently adopted by Resolution No. 2471.

The changes requested will clarify meeting details and allow the Board more flexibility in setting meeting times by allowing them to determine the time, place, and interval (if more frequent) at the first meeting of each year according to the membership.

RECOMMENDATION:

Recommended Motion: *I move to approve Resolution No. 2646 Amending Resolution No. 640; Creating a Community Center Advisory Board and Providing Rules for Operation Thereof and Repealing Resolution No. 2471; Adopting the Warrenton Community Center Advisory Board Bylaws and Repealing all Other Resolutions in Conflict.*

ALTERNATIVE:

Other action as deemed appropriate by the City Commission

FISCAL IMPACT:

None

Approved by City Manager: _____

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

RESOLUTION NO. 2646

Amending Resolution No. 640; Creating a Community Center Advisory Board and Providing Rules for Operation Thereof and Repealing Resolution No. 2471; Adopting the Warrenton Community Center Advisory Board Bylaws and Repealing all Other Resolutions in Conflict

Whereas, the Warrenton Community Center Advisory Board was created in 1987 by Resolution No. 640; and

Whereas, the Bylaws setting forth the operational structure of the Warrenton Community Center Advisory Board were adopted by Resolution No. 2471; and

Whereas, the Warrenton Community Center Advisory Board wishes to update their bylaws;

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Warrenton that Resolution No. 640 is hereby amended by the attached Community Center Advisory Board By-Laws, attached hereto as Exhibit A.

BE IT FURTHER RESOLVED that Resolution No. 2471 and all other resolutions in conflict are hereby repealed.

This Resolution shall be in full force and effect immediately upon its passage.

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

APPROVED

Henry Balensifer, Mayor

ATTEST

Dawne Shaw, City Recorder

CITY OF WARRENTON
COMMUNITY CENTER ADVISORY BOARD
BY-LAWS

ARTICLE I: ORGANIZATION

The name of the organization shall be the Community Center Board (advisory board).

ARTICLE II: PURPOSE

The following is the stated purpose for the advisory board:

The goal of the Community Center Advisory Board is to represent the Center on Behalf of the City of Warrenton, within the local communities and to provide yearly community gatherings for breakfast at Easter and Christmas.

ARTICLE III: ADVISORY BOARD

SECTION 1: The advisory board shall consist of five (5) members.

SECTION 2: The membership of the advisory board will live/work within the Warrenton School District and will be appointed at-large members by the Mayor, with the concurrence of the City Commissioners.

SECTION 3: All members of the advisory board appointed shall serve a term of four (4) years. All vacancies shall be filled for the unexpired term.

SECTION 4: Membership to the advisory board is five (5). Members vacating their position may continue on the advisory board until their replacement has been appointed by the city.

SECTION 5: No member of the advisory board shall receive any compensation for service as a member of the board.

ARTICLE IV: VACANCIES AND REMOVAL

SECTION 1: A member of the advisory board may resign at any time by delivery of a written notice to the board's Chairman. All vacancies created by written resignation, death or removal will be filled by the city.

SECTION 2: Members of the advisory board may remove an individual member for the following reasons:

- a. Neglect or inefficiency of duty;
- b. Misconduct in office; or
- c. No longer resides within the cities jurisdiction

SECTION 3: The member being removed shall receive a written notice of their removal and the reason the action is being taken. The member will be given ten (10) days to dispute the action.

SECTION 4: The failure of any member to appear at two (2) consecutive meetings without prior excuse shall be deemed the resignation of the member.

ARTICLE V: CONFLICT OF INTEREST

SECTION 1: No member of the advisory board shall acquire an interest in the center, in any property include or planed to be included in the project.

ARTICLE VI: OFFICES

Officers of the advisory board shall be the Chairman, Vice Chairman and Secretary.

SECTION 1: Chairman: Shall preside at all meetings of the advisory board; the Chairman or designee shall provide notices of the meetings to the members, call special meetings as needed, sign meeting minutes and correspondence. The Chairman shall act as the board's contact with the Financial Manager, Mayor, City Manager or the City Commissioners.

SECTION 2: Vice Chairman: Shall perform the duties of the Chairman in the absence or incapacity of the Chairman; and in case of a resignation or death of the Chairman, the Vice Chairman shall perform such duties as are imposed on the Chairman until such time as the advisory board shall select a new Chairman.

SECTION 3: Secretary: Shall keep the records of the advisory board and perform duties incident to this office.

SECTION 4: Financial Manager: At least once a year, ~~November through May~~, the City's Financial Manager shall prepare, for the advisory board and the City Commissioners, a financial report of the center's activities for the proceeding year.

SECTION 5: Election of Officers: Officers of the advisory board shall be elected from the current members, by vote, at the annual meeting. The elected officers shall hold office for one year or until their successors have been elected. Individual officers will be nominated; a slate of officers may be presented and approved by "unanimous acclamation".

SECTION 6: Vacancies: Should the offices of the Chairman, Vice Chairman, or Secretary become vacant, the board shall elect a successor from the current

membership at the next regular meeting, and such election shall be for the unexpired term of the office.

ARTICLE VII: MEETINGS:

SECTION 1: The annual meeting of the advisory board shall be held, prior to the regularly scheduled monthly meeting, held in January of each year for the purpose of electing officers.

SECTION 2: The regular meetings shall be held at the Warrenton ~~Senior Center~~City Hall Commission Chambers ~~unless the center has been rented for that time period. If the center has been rented, the meeting will be held at the City of Warrenton offices~~ or a designated place as may from time to time be determined by the membership.

SECTION 3: Special meetings may be called by the Chairman or the City of Warrenton's Financial Director when deemed expedient or upon a request of two (2) members of the advisory board.

SECTION 4: The Chairman or designee shall give notice of each meeting to the members not less than 24 hours ~~not less than seven to ten (7-10) days~~ before the meeting.

SECTION 5: The board shall meet ~~the months of November, December, January, February, March, April and May on the third Thursday, at 4:00 PM~~ monthly October – May at a regular time, place, and interval (if more frequent) as set by its membership at the first meeting of the year.

A. All meetings shall be made available to the public, and publicly noticed on the City Meeting Calendar online

B. The Board may move its meeting location in order to conduct field visits to the Community Center.;

SECTION 6: A quorum of the advisory board shall be three (3) members.

SECTION 7: Order of Business: The following shall be the order of business at regular meetings of the advisory board: Call to Order, Roll Call, Approval of the Minutes, Public Comment, Finance Report, Old Business, New Business, Correspondence, Next Meeting, Adjourned.

Revised ~~12/08/2020~~05/23/2023



Agenda Memorandum

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

From: April Clark, Finance Director

Date: May 23, 2023

Regarding: Review of Reserve Funds

ORS 294.346 and Consideration of Resolution 2647 Establishment of a Reserve Fund and Repealing Resolution No. 2021.

SUMMARY:

Oregon Revised Statute 294.346 requires that Reserve Funds be reviewed by the governing body every 10 years after establishment. This only requires that the governing body have a discussion regarding the purpose of the fund and whether it is still meeting its intended function and then decide if the fund should be continued or abolished.

The attached list shows the current City Reserve Funds. The highlighted funds require review this year. These funds are active and serving the purpose for which they were intended. These funds are considered Special Revenue Funds and receive revenues mostly from either the General Fund or the associated operating Fund.

Five of these funds were established on July 1, 2002 and two were established on July 1, 2003. All seven were last reviewed on May 28, 2013. The attached list also shows the fund balance for each fund as of March 31, 2023.

There are no changes being requested to the funds with the exception of the Fire Apparatus Replacement Fund. Staff recommends a name change and that a clarification be made. This fund has been used over the years to purchase, not only fire trucks (apparatus) and vehicles, but also many pieces of fire fighting and lifesaving equipment. This equipment can be very costly and we need to save for these purchases as well. We often get grants for this capital equipment as well as vehicles and these funds are used to provide matching funds for these grants. The Police Vehicle Replacement Fund is clear that it also includes equipment, but the Fire Apparatus Fund is unclear.

RECOMMENDATION:

Staff recommends continuing all seven of these Funds and changing the name and description of the Fire Apparatus Fund to the Fire Apparatus and Equipment Fund.

Recommended Motion #1: I move to continue the Tansy Point Dock Capital Reserve Fund, Warrenton Marina Capital Reserve Fund, Water Fund Capital Reserve Fund, Sewer Fund Capital Reserve Fund, Police Vehicle Replacement Fund, and Hammond Marina Capital Reserve Fund.

Recommended Motion #2: I move to approve Resolution no. 2647 establishing a reserve fund for the Fire Apparatus and Equipment Fund and repealing Resolution no. 2021.

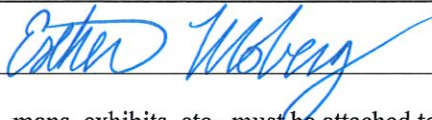
ALTERNATIVE:

Abolish one or more funds. Staff would bring back a resolution.

FISCAL IMPACT:

These funds act as savings accounts and have allowed the City to accumulate funds for various capital equipment and improvements over the last 10 years, including providing matching funds for federal and state grants and meeting reserve requirements for loans without having to pull from current year revenues.

Approved by City Manager: _____



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

**City of Warrenton
Reserve Funds
Summary**

	Resolution	Date Established	Last Reviewed	Review By	Fund Balance as of 3/31/23
Fire Apparatus Replacement Fund	2021	7/1/2002	5/28/2013	5/28/2023	\$126,624
Tansy Point Dock Capital Reserve Fund	2017	7/1/2002	5/28/2013	5/28/2023	\$238,920
Warrenton Marina Capital Reserve Fund	2018	7/1/2002	5/28/2013	5/28/2023	\$588,978
Water Fund Capital Reserve Fund	2019	7/1/2002	5/28/2013	5/28/2023	\$7,180,191
Sewer Fund Capital Reserve Fund	2020	7/1/2002	5/28/2013	5/28/2023	\$5,122,182
Police Vehicle Replacement Fund	2055	7/1/2003	5/28/2013	5/28/2023	\$158,377
Hammond Marina Capital Reserve Fund	2057	7/1/2003	5/28/2013	5/28/2023	\$877,582
Sanitation Fund Capital Reserve Fund	2161	9/26/2006	9/27/2016	9/25/2026	
Community Center Capital Reserve Fund	2328	7/1/2011	5/11/2021	5/11/2031	
Facilities Maintenance Fund	2329	7/1/2011	5/11/2021	5/11/2031	

Requires City Commission review this year

RESOLUTION NO. 2647

Introduced by All Commissioners

ESTABLISHMENT OF A RESERVE FUND

(Repealing Resolution No. 2021)

Whereas, the Budget Committee adopted appropriations for the Fire Apparatus Replacement Fund beginning in the fiscal year 2002-2003,

Whereas, this fund will be used to accumulate funds for the purchase of fire apparatus and equipment for the Warrenton Fire Department, and

Whereas, this fund functions as a savings account

BE IT RESOLVED that the City Commission of the City of Warrenton hereby authorizes the establishment of the Fire Apparatus and Equipment Fund

This resolution is effective on July 1, 2023.

This resolution repeals resolution no. 2021.

PASSED by the City Commission of the City of Warrenton this ____ day of _____, 2023

APPROVED by the Mayor of the City of Warrenton this ____ day of _____, 2023

Mayor

ATTEST:

City Manager



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: May 23, 2023
SUBJ: Use of City land agreement with Bergerson

SUMMARY

Approval to move forward with land agreement with Bergerson. This is City land with a past verbal agreement for usage between neighboring property and past City Manager. Formal agreement seeks to show City has given limited permission for use without permitting undue use of property. A five year agreement is the recommendation of the City Manager. Upon review of practice of neighboring cities, we do not recommend a fee associated with this agreement at this time. The Bergerson's have asked to purchase this land, but the Commission wants continued uninhibited access to the wetlands and waterways from this property at this time.

RECOMMENDATION/SUGGESTED MOTION

I move to adopt this formalized agreement regarding City property adjacent to the Bergerson lot "1006 SW 9th Street, Warrenton, OR 97146; legally known as Lot 11, Janessa Park, Clatsop County"

ALTERNATIVE

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

FISCAL IMPACT

No fiscal impact.

Approved by City Manager: _____

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



ENCROACHMENT AGREEMENT

This Agreement is entered into this _____ day of _____, 20___, between the City of Warrenton ('City') and Robin and Kim Bergerson ('Owners'). The City owns property, which is legally described at Tract C, Janessa Park as recorded in the Clatsop County Records as Tax lot 81020DD02600 (the Property). The Owners own adjacent property with an address of 1006 SW 9th Street, which is legally described as Lot 11, Janessa Park as recorded in the Clatsop County Records as Tax lot 81020DD02400 (Owner's Property). The Owners have located a shed and a fire pit which are encroaching on the Property. The City has the exclusive right to hold and manage the Property for the benefit of the public. Subject to Owners' compliance with the terms and conditions of this Agreement as set forth below, the City will allow Owners to maintain the encroachment.

The City grants Owners the authority to maintain the shed and fire pit (Improvements) located on the Property. Unless otherwise terminated as set forth herein, the Owner will be allowed to maintain the Improvements on the Property for a time period of five years through June 1, 2028. A picture accurately depicting the location and condition of the Improvements as of the date of this Agreement is attached as Exhibit A. A description showing the portion of the Property burdened by the encroachment ('Encroachment Area') is attached as Exhibit B.

In consideration of which the Owners and their assigns hereby promise and agree as follows:

1. To release, discharge and covenant not to sue City for any claim, demand, loss, cost, expense or cause of action, of any nature, arising out of or related to Owner's use, occupation or enjoyment of the Encroachment Area, including any claim arising out of or related to work performed on the Property. Examples of such work include but are not limited to access to the nearby wetlands, water access, or any utility work.
2. To reimburse the City for the total repair expense if repair work on the Property is necessitated by damage caused as a result of the encroachment.
3. To cooperate with the City and any franchise utility company in the event that such entity needs access to the Encroachment Area to service, maintain, or repair utilities, including removal of the Improvements in the Encroachment Area if required to provide access for such service, maintenance, or repair. Owners shall be responsible for all costs associated with repair or replacement of such Improvements when removal is required.
4. To completely and permanently remove the Improvements and all other structures or improvements added by Owner in the Encroachment Area at such time as they are no longer needed, when the City deems it necessary, or when this Agreement expires. Removal of the Improvements shall be done at the sole expense of the Owners. In the event the Owner does not timely remove any

structures on the Property, the City will remove such structures and the cost of removal shall be paid by the Owner. Any costs that are not paid by the Owner will become a lien on the Owner's Property.

5. Owner may not expand beyond the Encroachment Area to use other parts of the Property nor shall the Owner add any additional structures or improvements to the Encroachment Area beyond what is on the Property on the date this Agreement is signed. Further the Owner may only use the Encroachment Area for the purposes it is currently used for during the term of this Agreement.
6. To comply with all federal, state, and local laws that apply, now or in the future, to Owner's use, occupation and enjoyment of the Encroachment Area.
7. This agreement is non-transferrable.

Owner will indemnify and hold harmless City, its officers, elected officials, directors, employees, agents and contractors from and against any and all claims demands, losses, costs, expenses or cause of action, of any nature, arising out of or related to Owner's exercise of the authority City grants in this Agreement, provided that Owner shall not be responsible for any claims arising from the negligence or intentional conduct of City, its employees, its agents, or independent contractors.

During the term of this Agreement, Owner will procure and maintain homeowner's liability and property damage insurance to cover the Encroachment Area with a responsible company with limits of not less than \$100,000 for injury to one person, \$200,000 for injury to two or more persons in one occurrence, and \$ 100,000 for damage to property. City shall be named as an additional insured on such policy.

Unless and until it is terminated, this Agreement runs with and binds the Property. Owner may not otherwise assign or transfer the authority the City grants in this Agreement.

The City has the right to terminate the agreement without cause after giving due notice of 30 days.

This Agreement shall terminate if Owner fails to maintain the Improvements, or the Encroachment Area or Owner uses or occupies any part of the Property outside of the Encroachment Area. The authority the City grants in this Agreement shall terminate upon removal or relocation of the Improvements.

This Agreement does not convey to Owner any right, title, or interest in or to the Property other than a license to occupy and use the Encroachment Area consistent with its terms. The Owner's obligation to indemnify the City and to remove the Improvements and all other structures or improvements put on the Property by the Owner in the Encroachment Area survives termination of this Agreement.

This Agreement is governed by and construed in accordance with the laws of the State of Oregon, without respect to conflict of laws principles. Failure of the City at any time to require performance of any provision of this Agreement shall not limit the City's right to enforce the provision, nor shall any waiver of a breach of a provision of the Agreement be a waiver of any subsequent breach of the provision or a waiver of the provision itself or any other provision. No amendment or modification of this agreement shall be valid unless in writing and signed by the City and re-recorded against the property.

SIGNATURES

Robin Bergerson, Owner

Date

Kim Bergerson, Owner

Date

Esther Moberg, Warrenton City Manager

Date

STATE OF OREGON)

) ss.

County of _____)

On this . day of _____, 202_, personally appeared before me, the above named persons, _____, _____, known to me to be the persons(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____

STATE OF OREGON)

) ss.

County of _____)

On this . day of _____, 202_, personally appeared before me, the above named persons, _____, _____, known to me to be the persons(s) whose signature is above subscribed, and acknowledged to me that this is a free act and deed, for the uses and purposes therein expressed. In witness whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

NOTARY PUBLIC FOR OREGON

My Commission Expires: _____











AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: May 23, 2023
SUBJ: Lease for 69 NE Heron

SUMMARY

Requesting the City Commission select a finalist from the five businesses who participated in our open house at 69 NE Heron with approval to move forward with a lease agreement with final selection. Requesting authorization for the City Manager to enter into negotiations and a lease with the final business selected. Attached are proposed lease agreement amounts to be negotiated by the City Manager. It is hoped that a lease will be in place no later than June 1, 2023 so work can be started on the building. The five finalist businesses were: Encore Dance Academy, Battery 245, Salt + Spark, OCD Diesel, and SafeCoast Seafoods

RECOMMENDATION/SUGGESTED MOTION

I move to select " " as the finalist business to move forward with a lease agreement. This authorizes the City manager to negotiate and create a lease for 6 years with this business.

ALTERNATIVE

- 1) I move to select a top two finalists and have the City Manager work through review pending zoning and other checks to finalize which business to move forward with.
- 2) None recommended

FISCAL IMPACT

This will add revenue to the City once the tenant is in the building and renovations are done.

Approved by City Manager: _____

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

Proposed Lease rates:

Sign Lease. First 2 months no rent paid while building is being fixed up.

Months 3-9 \$2500 per month.

After first 2 months or once occupying building (if sooner), remaining months of first year of rent at schedule below. Each following year of the 6 year lease, rent goes up by \$400.

Year 1:

First 2 months: (rent waived), 3- 9 months \$2500 per month.

Year 2:

\$3,000 per month

Year 3:

\$3,400 per month

Year 4:

\$3,800 per month

Year 5:

\$4,200 per month

Year 6:

\$4,600 per month



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: City Manager, Esther Moberg
DATE: May 23, 2023
SUBJ: Gearhart Water MOU

SUMMARY

City of Gearhart asked if we would update the water agreement, we had with them back in 2012. We have used that framework since then. I am recommending the following agreement update. The recommendation is for a 3 year agreement since I believe in the next 3 years we will be building a water reservoir as well as doing a rate study. Gearhart also suggests that within 3 years they may have more options for water. The past year Gearhart purchased approximately 34,000,000 gallons of water from the City of Warrenton or approximately 9% of our total water usage as a City. We currently can sustain this sale of surplus water, but I would like to review after 3 years while also setting a maximum amount.

RECOMMENDATION/SUGGESTED MOTION

I move to approve the updated 3 year Gearhart Water Mutual Organization Understanding (MOU).

ALTERNATIVE

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

FISCAL IMPACT

The agreement will increase the amount of money received by the City of Warrenton in years 2 and 3 (based on current rates and amounts purchased) by over \$100,000 per year.

Approved by City Manager: _____

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



Memorandum of Understanding

Providing Water Service Between the Cities of Warrenton and Gearhart

May 2023-May 2026

Recitals

Whereas, the City of Warrenton has provided water service to the City of Gearhart since 1948 beginning with a surplus water agreement.

Whereas, in 1984 a twenty-year agreement for domestic water was approved by the two cities. That agreement expired in 2004.

Whereas, in 2012 the parties entered into a memorandum of understanding (2012 MOU) with the belief that Gearhart would be able to provide its own water in full at some point in time after 2012 upon building a new water treatment plant.

Whereas, the capacity for Gearhart's water treatment plant is not to the level to be self-sustaining, and the parties have continued to operate under the terms of the 2012 MOU and Warrenton continues to deliver water up to present day.

Whereas, the intent of the current agreement is not to reduce capacity for the citizens of Warrenton, but to provide "surplus" water for residents of Gearhart, as long as the City of Warrenton is able to do so. Gearhart continues to strive to increase their own water sources.

Agreement

1. **Recitals.** The recitals set forth above are hereby incorporated by reference as if fully set forth herein.
2. **Party Obligations.**
 - a. Warrenton will continue to provide water to Gearhart through May 31, 2024 at the same rate Special Government Rate - In town.
 - b. After June 1, 2024 Warrenton will provide water to Gearhart at the Out of Town Rate until this MOU expires on May 31, 2026 or is earlier terminated as set forth herein.
 - c. Any new water hook-ups after the effective date of this MOU beyond one dwelling unit in Gearhart will need to be approved by the City of Warrenton building,

- planning, and public works departments and may be assessed SDC fees for Warrenton.
- d. Because of the limited capacity for water services, Warrenton will not provide more than 40 million gallons of water per June-August each year to the City of Gearhart.
 - e. Gearhart must replace the existing 6" meter on or before May 31, 2024.
 - f. Separate and apart from the Memorandum of Understanding, the two cities anticipate negotiating an agreement providing emergency water for both communities on a long-term basis.
 - g. Either Party may terminate this MOU upon providing 90 days written notice to the other Party.

3. General Terms

- a. Each Party shall indemnify and hold harmless the other Party and its officers, employees, and agents, from and against all claims, demands and causes of actions and suits of any kind or nature for personal injury, death, or damage to property on account of or arising out of services performed, the omission of services or in any way resulting from the negligent or wrongful acts or omissions or unlawful policies or laws of the indemnifying party and its officers, employees and agents under this MOU. In addition, each Party shall be solely responsible for any contract claims, delay damages, or similar items arising from or caused by the action or inaction of the Party under the MOU.
- b. A Party receiving notice of any third-party claim or cause of action, suit, or proceeding against a Party that relates to the MOU shall promptly notify the other Party in writing of the third-party claim or cause of action and provide the other Party a copy of the notice, claim, process, and all legal pleadings with respect to the third-party claim.
- c. Each Party shall comply with all applicable federal, state, and local laws, including those related to discrimination in employment because of race, color, ancestry, national origin, religion, sex, sexual orientation, marital status, age, medical condition, disability or other protected class.
- d. This MOU does not create any employment, agency, or fiduciary relationship between the Parties, their employers, agents, or successors.
- e. The benefits, responsibilities, and obligations contained herein inure only to the Parties, and shall not be assigned or transferred to a third party without written agreement of the Parties.
- f. No waiver, consent, modification, or change of terms of this MOU shall be binding unless in writing and signed by the Parties.
- g. This MOU may be signed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

4. Effective Date and Term of Agreement:

- a. This MOU shall be effective upon the date of the last signature by the Parties and shall expire on May 31, 2026, unless further extended or terminated earlier.

Henry Balensifer, Mayor of Warrenton

Date

Kerry Smith, Mayor of Gearhart

Date



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: City Manager, Esther Moberg
 DATE: May 23, 2023
 SUBJ: Amplified Music Request Cornhole Tournament Parks Board

SUMMARY

The Parks Advisory Board is holding a fundraiser cornhole tournament at Quincy Robinson Park on August 19th from noon-4pm. They are requesting being able to have amplified music during this time.

RECOMMENDATION/SUGGESTED MOTION

I move to allow amplified music during the Parks Advisory Board cornhole tournament.

ALTERNATIVE

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

FISCAL IMPACT

None.

Approved by City Manager: _____

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