



City of Warrenton City Commission Meeting Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, September 23, 2025

The meeting will be broadcast via Zoom at the following link

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

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

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

You may provide public comment using the following methods:

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

City Commission Regular Meeting 6:00 PM

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar
 - A. City Commission Meeting Minutes 2025.09.09
 - B. Police Department Monthly Report – August 2025
 - C. Harbormaster Report – September 2025
 - D. Public Works Dispatch Services Agreement
 - E. Community Library Board Meeting Minutes 2025.06.11
4. Commissioner Reports
5. Public Comment
6. Public Hearings
 - A. Renaming of Street – NE Iredale Ave. to Isobar Ave. *(to be continued to the Oct. 28, 2025 meeting)*
 - B. Street Vacation – Amending Ordinance No. 1217
7. Business Items
 - A. Declaration of Vacant Commission Seat – Position No. 3
 - B. Consideration of NW Smart Storage Lease Addendum
 - C. Consideration of Request for Meeting Cancellations
8. Discussion Items – None
9. Good of the Order
10. Executive Session

Under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to conduct real property transactions.
11. Adjournment



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, September 9, 2025

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

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

| Staff Members Present | |
|-----------------------------|---|
| City Manager Esther Moberg | Deputy City Recorder Hanna Bentley |
| Police Chief Mathew Workman | Acting Public Works Director Rock Haglund |
| Fire Chief Brian Alsbury | |

3. Consent Calendar

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

- A. City Commission Meeting Minutes 2025.08.26
- B. City Commission Work Session Minutes 2025.08.26

| | | | | | |
|------------------|--|------------|------------|----------------|----------------|
| Motion: | Move to approve the consent calendar as presented. | | | | |
| Moved: | Mitchell | | | | |
| Seconded: | Poe | Aye | Nay | Abstain | Recused |
| Vote: | Poe | X | | | |
| | Sollaccio | X | | | |
| | Mitchell | X | | | |
| | Dyer | X | | | |
| | Balensifer | X | | | |
| Passed: | 5/0 | | | | |

4. Commissioner Reports

Commissioner Sollaccio provided an update on the Small Business Development Center, noting upcoming bootcamps.

Commissioner Mitchell noted he visited the Encore Dance community event. He discussed an upcoming housing conference and provided an update on Spruce Up Warrenton.

City Manager Esther Moberg stated that she has been in conversation with FEMA regarding a review of city levees.

Mayor Balensifer noted the draft environmental impact statement and provided a copy of the executive summary to the commission. He discussed recent events he attended Encore Fall Arts Festival, and the South Jetty dedication. He noted that there will be a community meeting on elk.

5. Public Comment

Tony Faletti asked if the city is on schedule for the repairs at Seafarer's Park. City Manager Esther Moberg responded.

David Carr, Executive Director of Sunset Empire Transportation District, introduced himself to the Commission. There was unanimous consent to suspend the rules and allow questions; brief discussion followed.

6. Public Hearings – None

7. Business Items

A. Consideration of CIP Purchase of Hoist Truck

Acting Public Works Director Rock Haglund reviewed the staff report. He noted the current hoist truck is 12 years old and has been experiencing breakdowns.

| | | | | | |
|------------------|--|------------|------------|----------------|----------------|
| Motion: | Move to approve the purchase of a Hoist Truck from Northside Ford in the amount of \$132,884.36. | | | | |
| Moved: | Poe | | | | |
| Seconded: | Dyer | Aye | Nay | Abstain | Recused |
| Vote: | Poe | X | | | |
| | Sollaccio | X | | | |
| | Dyer | X | | | |
| | Mitchell | X | | | |
| | Balensifer | X | | | |
| Passed: | 5/0 | | | | |

B. Consideration of Auction of 2009 Vac-Con Vactor Truck

Haglund reviewed the staff report. Noting that a new vactor truck was purchased, and they are not in need of the old vactor truck.

| | | | | | |
|------------------|--|------------|------------|----------------|----------------|
| Motion: | Move to approve the auction of the 2009 Vac-Con Vactor truck for the benefit of the City of Warrenton. | | | | |
| Moved: | Mitchell | | | | |
| Seconded: | Poe | Aye | Nay | Abstain | Recused |
| Vote: | Poe | X | | | |
| | Sollaccio | X | | | |
| | Dyer | X | | | |
| | Mitchell | X | | | |
| | Balensifer | X | | | |
| Passed: | 5/0 | | | | |

C. Consideration of Request for Road Closure – Iredale Culvert Replacement Project Phase 2

Haglund reviewed the staff report requesting a temporary full road closure of Iredale Street from 5th Avenue to the active project work zone near the Hammond Marina.

| | | | | | |
|------------------|---|------------|------------|----------------|----------------|
| Motion: | Move to approve the road closure of Iredale Street between 5th Avenue and the project work zone near the Hammond Boat Basin from September 16th to 19th, 2025, for the Iredale Culvert Replacement Project Phase 2, as outlined in the approved traffic control plan. | | | | |
| Moved: | Poe | | | | |
| Seconded: | Dyer | Aye | Nay | Abstain | Recused |
| Vote: | Poe | X | | | |
| | Sollaccio | X | | | |
| | Dyer | X | | | |
| | Mitchell | X | | | |
| | Balensifer | X | | | |
| Passed: | 5/0 | | | | |

D. Consideration of Change Order No. 2 – Raw Waterline Replacement RP-2 Project; Construction Contract

Haglund reviewed the staff report noting that excavated soil was rejected due to contaminants within the soil. The soil had to be brought back to the location it was from causing a cost increase.

| | | | | | |
|------------------|---|------------|------------|----------------|----------------|
| Motion: | Move to approve Change Order No. 2 for the Raw Waterline Replacement Project. | | | | |
| Moved: | Mitchell | | | | |
| Seconded: | Dyer | Aye | Nay | Abstain | Recused |
| Vote: | Poe | X | | | |
| | Sollaccio | X | | | |
| | Dyer | X | | | |
| | Mitchell | X | | | |

| | | | | | |
|----------------|------------|---|--|--|--|
| | Balensifer | X | | | |
| Passed: | 5/0 | | | | |

8. Discussion Items

9. Good of the Order

Commissioner Poe asked if there will be a trail at Tansy Point. Brief discussion followed.

City Manager Esther Moberg provided an update on the building and planning renovation.

Mayor Balensifer asked about the date of activation for the (Warrenton) tsunami siren; Fire Chief Brian Alsbury responded. There was brief discussion regarding the timeline for the installation of the Hammond Fire Station tsunami siren.

Moberg requested to add an agenda item NW Smart Storage Lease Agreement. There were no objections to adding it as item 7E.

7.E NW Smart Storage Lease Amendment

Moberg reviewed the lease amendment for NW Smart Storage noting they are requesting U-Haul storage at the property. There was discussion on the gross sales payment percentage that the tenant will pay. Each Commissioner shared their thoughts. Mayor Balensifer tabled this item until the next meeting; there were no objections.

Police Chief Mathew Workman noted that this past spring, he and the Fire Chief Brian Alsbury applied for a SPIRE (State Preparedness and Incident Response Equipment) Equipment Grant for a message reader board, heavy lift bags, and a generator, and that they received all three items. He thanked Clatsop County Emergency Management, the Sheriff's Office, Astoria Fire Department, Seaside Fire Department, Seaside Police Department, Clatsop County Public Works, and Cannon Beach Police Department for their letters of support.

At 6:56 pm, Mayor Balensifer recessed the City Commission meeting and announced they will call to order the Urban Renewal Agency meeting. At 7:35 pm., Mayor Balensifer reconvened the regular meeting.

10. Executive Session

At 7:35 pm, Mayor Balensifer announced the commission will now meet in Executive Session under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to conduct real property transactions.

11. Adjournment

At 7:57 pm, Mayor Balenisfer reconvened the meeting, and noting no further business, adjourned the meeting.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
FROM: Chief Mathew Workman
DATE: September 23, 2025
RE: August 2025 Stats Report

Upcoming Dates:

- 09/24-25 – OACP Fall Conf. – DPSST
- 10/02 – WPD Training Day
- 10/16 – LEA Meeting
- 10/18-10/22 – IACP, Denver
- 10/22 – 91 Subscriber Board
- 10/28 – Nuisance Work Session

Highlights Since the Last Report:

- 08/27 – 911 Subscriber Meeting
- 09/02 – First Day of School
- 09/04 – WPD Training Day
- 09/09-10/09 – Central Square Program Training Sessions
- 09/18 – LEA Meeting

Traffic Statistic Highlights:

- One (1) DUI Arrest – Alcohol
- One (1) Hit and Run – Citation
- Nine (9) Driving While Suspended Citations/Arrests
- Three (3) Careless Driving Citations/Arrests
- Six (6) Speeding Citations
- Three (3) Failure to Yield or Traffic Control Device Citations
- Three (3) Following Too Close Citations
- Thirteen (13) Insurance Citations
- Four (4) Driver's License Citations
- One (1) License/Registration Citations
- One Hundred Thirty-Two (132) other Citations and Warnings
- Twenty-One (21) Traffic Crash Investigations
- **Citation vs Warning: 176-Traffic Stops, 44-Citations, 132-Warnings; Warning 75% of the time.**

Overall Statistics:

| August Statistics (% changes are compared to 2025) | | | | | | | |
|--|------|-------|-------|-------|-------|------|-------|
| Category | 2025 | 2024 | % Chg | 2023 | % Chg | 2022 | % Chg |
| Calls for Service | 812 | 795 | 2% | 959 | -15% | 824 | -1% |
| Incident Reports | 226 | 212 | 7% | 233 | -3% | 224 | 1% |
| Arrests/Citations | 110 | 78 | 41% | 156 | -29% | 154 | -29% |
| Traffic Stops/ Events | 176 | 163 | 8% | 285 | -38% | 203 | -13% |
| DUI's | 1 | 3 | -67% | 5 | -80% | 3 | -67% |
| Traffic Crashes | 21 | 20 | 5% | 17 | 24% | 23 | -9% |
| Property Crimes | 110 | 92 | 20% | 102 | 8% | 133 | -17% |
| Person Crimes | 69 | 79 | -13% | 82 | -16% | 87 | -21% |
| Drug/Narcotics Calls | 9 | 0 | 900% | 5 | 80% | 6 | 50% |
| Animal Calls | 29 | 45 | -36% | 36 | -19% | 25 | 16% |
| Officer O.T. | 193 | 192.5 | 0% | 156.8 | 23% | 238 | -19% |
| Reserve Hours | 0 | 0 | 0% | 0 | 0% | 0 | 0% |

| Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Oct |
|-----------------------|--------|------|------|--------|------|--------|-----|-----|-----|-----|
| Calls for Service | 644 | 581 | 654 | 723 | 854 | 719 | 740 | 812 | | |
| Incident Reports | 205 | 190 | 224 | 237 | 255 | 200 | 205 | 226 | | |
| Arrests/Citations | 91 | 63 | 103 | 92 | 89 | 119 | 103 | 110 | | |
| Traffic Stops/ Events | 160 | 110 | 132 | 249 | 304 | 193 | 227 | 176 | | |
| DUII's | 8 | 3 | 2 | 1 | 1 | 2 | 0 | 1 | | |
| Traffic Crashes | 20 | 20 | 17 | 17 | 17 | 16 | 22 | 21 | | |
| Property Crimes | 76 | 56 | 90 | 67 | 119 | 97 | 91 | 110 | | |
| Person Crimes | 61 | 62 | 50 | 55 | 61 | 49 | 63 | 69 | | |
| Drug/Narcotics Calls | 4 | 1 | 2 | 3 | 4 | 8 | 6 | 9 | | |
| Animal Calls | 22 | 29 | 18 | 26 | 33 | 21 | 28 | 29 | | |
| Officer O.T. | 160.25 | 54.5 | 85.1 | 105.25 | 79.5 | 188.25 | 101 | 193 | | |
| Reserve Hours | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |

| Category | Nov | Dec | 2025 YTD | 2025 Estimate | 2024 | 2025 v. 2024 | 2023 | 2024 v. 2023 | 2022 | 2025 v. 2022 |
|-----------------------|-----|-----|----------|---------------|--------|--------------|------|--------------|--------|--------------|
| Calls for Service | | | 5727 | 8591 | 8458 | 2% | 9084 | -5% | 8050 | 7% |
| Incident Reports | | | 1742 | 2613 | 2618 | 0% | 2529 | 3% | 2484 | 5% |
| Arrests/Citations | | | 770 | 1155 | 1317 | -12% | 1335 | -13% | 1602 | -28% |
| Traffic Stops/ Events | | | 1551 | 2327 | 2215 | 5% | 2369 | -2% | 1848 | 26% |
| DUII's | | | 18 | 27 | 27 | 0% | 30 | -10% | 34 | -21% |
| Traffic Crashes | | | 150 | 225 | 209 | 8% | 217 | 4% | 168 | 34% |
| Property Crimes | | | 706 | 1059 | 1190 | -11% | 1127 | -6% | 1204 | -12% |
| Person Crimes | | | 470 | 705 | 786 | -10% | 825 | -15% | 811 | -13% |
| Drug/Narcotics Calls | | | 37 | 56 | 56 | -1% | 60 | -8% | 40 | 39% |
| Animal Calls | | | 206 | 309 | 307 | 1% | 335 | -8% | 273 | 13% |
| Officer O.T. | | | 966.85 | 1450 | 1635.3 | -11% | 1572 | -8% | 2212.8 | -34% |
| Reserve Hours | | | 0 | 0 | 0 | 0% | 0 | 0% | 0 | 0% |

| | | | | |
|-------------------------------------|-------------|-------------|-------------|-------------|
| August Homeless Incidents | 2025 | 2024 | 2023 | 2022 |
| Code 40 (Normal) | 38 | 30 | 57 | 40 |
| Code 41 (Aggressive) | 6 | 1 | 4 | 8 |
| August Monthly Total: | 44 | 31 | 61 | 48 |
| YTD Total Homeless Incidents | 288 | 351 | 295 | 268 |
| August Elk Incidents | 2025 | 2024 | 2023 | 2022 |
| Interaction: | 2 | 1 | 4 | 3 |
| Traffic Accidents: | 2 | 1 | 0 | 1 |
| Traffic Complaints: | 0 | 1 | 3 | 0 |
| August Monthly Total: | 4 | 3 | 7 | 4 |
| YTD Total Elk Incidents | 9 | 11 | 22 | 12 |

The following is a graphic representation of statistics for **August 2025** using our **CityProtect** membership (formerly [CrimeReports.com](https://www.cityprotect.com)). The “Dots” represent the location of a call, and if you zoom in on the map, you will 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.





WARRENTON POLICE DEPARTMENT

RADAR TRAILER DATA REPORT



The following data was collected by the mobile radar trailer. The data and analysis are not scientific or verified, so the results can be slightly higher or lower than actual results, but through experience, they are fairly accurate. Remember, many drivers see the Radar trailer slow down when they normally would not, so there may actually be a few more at higher speeds; however, on average, this data is accurate. **It should be noted that the majority of the extremely high speeds are errors in the reading due to several factors, such as multiple vehicle speeds confusing the radar. Radars that the officer uses have mechanisms built in where false readings are corrected. Without an officer to observe the reading, the errors are not corrected.**

Location of the Trailer: 1100 Blk SE Bugle Ave.

Dates: January 11, 2025 to February 4, 2025

Number of Vehicles Recorded: 8,467

Average Daily Number of Vehicles Recorded: 8,467

Posted Speed Limit: 25 mph

Speed & Volume Matrix

This chart shows the number of vehicles in each speed range and the times they occurred.

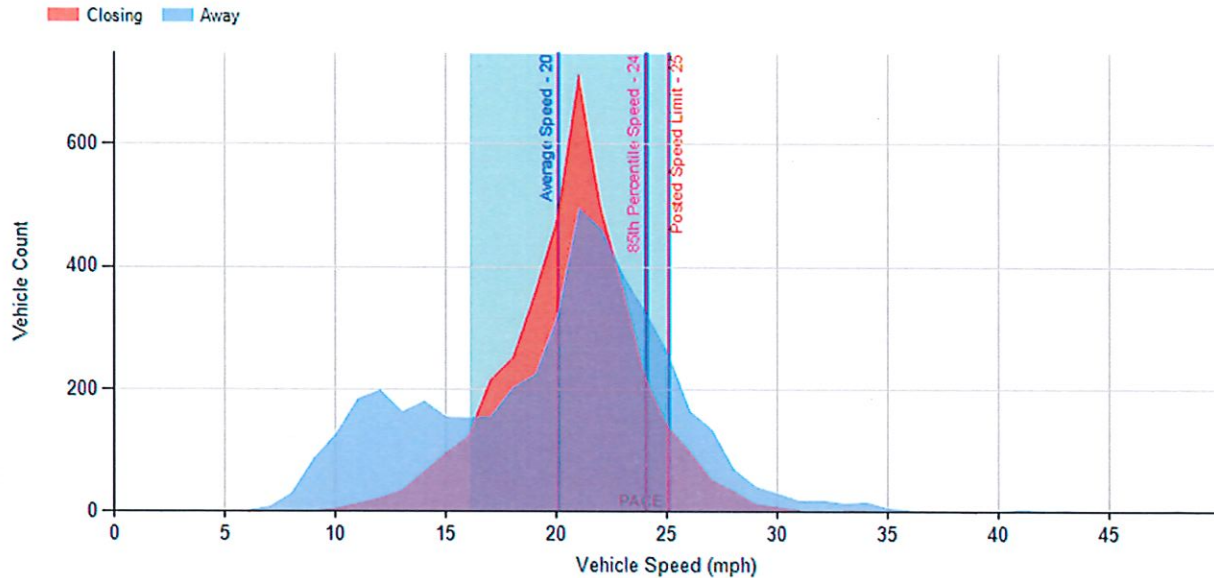
| Speed - Volume Matrix | | | | | | | | | | | | | | | | | | |
|-------------------------------------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|
| Date Range: 2025-01-11 - 2025-02-04 | | | | | | | | | | | | | | | | | | |
| Direction: Both | | | | | | | | | | | | | | | | | | |
| Date Span | Total | 6-10 | 11-15 | 16-20 | 21-25 | 26-30 | 31-35 | 36-40 | 41-45 | 46-50 | 51-55 | 56-60 | 61-65 | 66-70 | 71-75 | 76-80 | 81-85 | 86+ |
| 00:00 - 00:59 | 66 | 5 | 3 | 10 | 38 | 9 | 1 | | | | | | | | | | | |
| 01:00 - 01:59 | 37 | 6 | 1 | 5 | 19 | 5 | 1 | | | | | | | | | | | |
| 02:00 - 02:59 | 24 | 2 | 2 | 6 | 9 | 4 | 1 | | | | | | | | | | | |
| 03:00 - 03:59 | 52 | 15 | 13 | 11 | 7 | 5 | | | | 1 | | | | | | | | |
| 04:00 - 04:59 | 25 | 2 | 6 | 4 | 9 | 3 | 1 | | | | | | | | | | | |
| 05:00 - 05:59 | 19 | 4 | 2 | 6 | 2 | 5 | | | | | | | | | | | | |
| 06:00 - 06:59 | 54 | 10 | 19 | 10 | 14 | 1 | | | | | | | | | | | | |
| 07:00 - 07:59 | 110 | 5 | 14 | 32 | 51 | 7 | 1 | | | | | | | | | | | |
| 08:00 - 08:59 | 193 | 16 | 33 | 43 | 90 | 10 | 1 | | | | | | | | | | | |
| 09:00 - 09:59 | 692 | 3 | 47 | 196 | 400 | 39 | 7 | | | | | | | | | | | |
| 10:00 - 10:59 | 601 | 7 | 58 | 211 | 277 | 39 | 8 | | | 1 | | | | | | | | |
| 11:00 - 11:59 | 433 | 4 | 61 | 155 | 171 | 38 | 3 | | | 1 | | | | | | | | |
| 12:00 - 12:59 | 551 | 39 | 113 | 180 | 179 | 37 | 2 | 1 | | | | | | | | | | |
| 13:00 - 13:59 | 647 | 31 | 141 | 206 | 231 | 32 | 5 | 1 | | | | | | | | | | |
| 14:00 - 14:59 | 607 | 34 | 126 | 175 | 228 | 38 | 4 | 1 | | | 1 | | | | | | | |
| 15:00 - 15:59 | 812 | 47 | 223 | 237 | 242 | 53 | 8 | 1 | | 1 | | | | | | | | |
| 16:00 - 16:59 | 559 | 8 | 64 | 185 | 244 | 51 | 3 | 1 | | 2 | | 1 | | | | | | |
| 17:00 - 17:59 | 1068 | 5 | 60 | 283 | 609 | 97 | 10 | 1 | | 3 | | | | | | | | |
| 18:00 - 18:59 | 622 | 3 | 36 | 192 | 333 | 49 | 5 | 2 | | 1 | | 1 | | | | | | |
| 19:00 - 19:59 | 678 | 8 | 57 | 172 | 377 | 54 | 8 | 2 | | | | | | | | | | |
| 20:00 - 20:59 | 264 | | 13 | 57 | 148 | 37 | 7 | 1 | | 1 | | | | | | | | |
| 21:00 - 21:59 | 153 | | 4 | 51 | 78 | 16 | 4 | | | | | | | | | | | |
| 22:00 - 22:59 | 129 | 9 | 11 | 32 | 66 | 9 | 1 | | | 1 | | | | | | | | |
| 23:00 - 23:59 | 71 | | 3 | 15 | 39 | 11 | 3 | | | | | | | | | | | |

Observations: *It looks like 91.04% of vehicles are at 25mph or below, and 8.96% were over 25mph, so the majority of vehicles are going*

under the posted 25mph speed limit. The average speed was **20.19mph**, with the maximum recorded speed being **48mph**, and that occurred three times. The **26 vehicles** going between 36mph and 50mph are unacceptable for a residential neighborhood, regardless of the time.

Count vs Speed

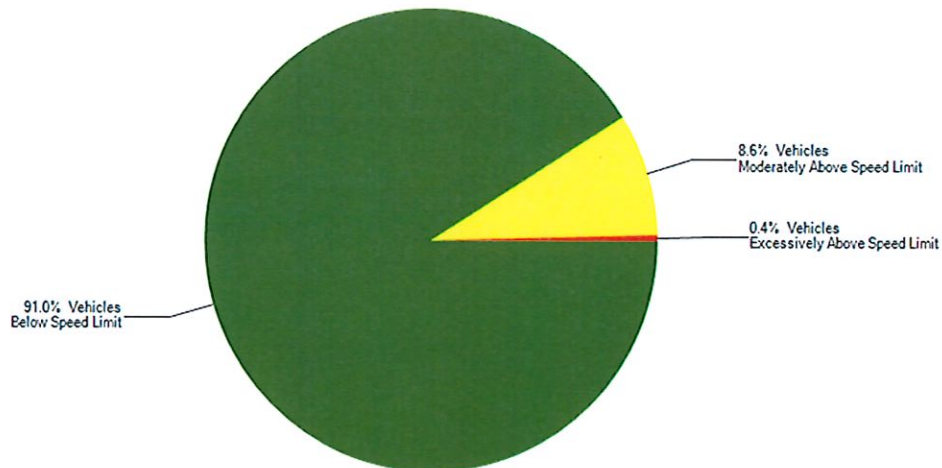
This graph uses the chart information above to visually show the volume of vehicles at each speed.



Observations: The definition of the 85th percentile is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." ODOT Traffic engineers use the 85th percentile in most of their study calculations. A 24 mph percentile speed is a positive indicator in a residential neighborhood.

Count vs Speed Pie Chart

This chart shows the total percentage of vehicles **Below** the speed limit, **Moderately** above (up to 9mph over), and **Excessively** above (10mph over).



Observations: These were good overall results, but the goal, of course, is to get 100% of drivers at or below the posted speed limit. The vehicles going 10mph or more above the speed limit are totally unacceptable.



WARRENTON POLICE DEPARTMENT

RADAR TRAILER DATA REPORT



The following data was collected by the mobile radar trailer. The data and analysis are not scientific or verified, so the results can be slightly higher or lower than actual results, but through experience, they are fairly accurate. Remember, many drivers see the Radar trailer slow down when they normally would not, so there may actually be a few more at higher speeds; however, on average, this data is accurate. It should be noted that the majority of the extremely high speeds are errors in the reading due to several factors, such as multiple vehicle speeds confusing the radar. Radars that the officer uses have mechanisms built in where false readings are corrected. Without an officer to observe the reading, the errors are not corrected.

Location of the Trailer: 500 Blk SW 1st Place

Dates: June 2, 2025 to June 30, 2025

Number of Vehicles Recorded: 13,889

Average Daily Number of Vehicles Recorded: 500

Posted Speed Limit: 25 mph

Speed & Volume Matrix

This chart shows the number of vehicles in each speed range and the times they occurred.

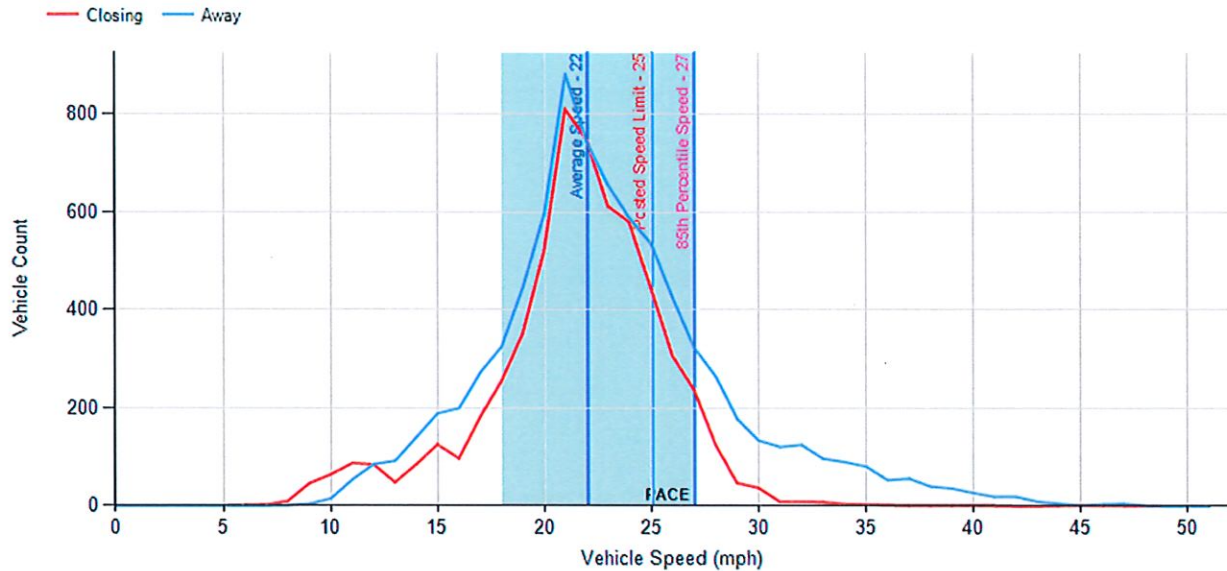
| Speed - Volume Matrix | | | | | | | | | | | | | | | | | | |
|-------------------------------------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|
| Date Range: 2025-06-02 - 2025-06-30 | | | | | | | | | | | | | | | | | | |
| Direction: Both | | | | | | | | | | | | | | | | | | |
| Date Span | Total | 6-10 | 11-15 | 16-20 | 21-25 | 26-30 | 31-35 | 36-40 | 41-45 | 46-50 | 51-55 | 56-60 | 61-65 | 66-70 | 71-75 | 76-80 | 81-85 | 86+ |
| 00:00 - 00:59 | 97 | 1 | 8 | 28 | 36 | 16 | 6 | 2 | | | | | | | | | | |
| 01:00 - 01:59 | 51 | | 6 | 16 | 20 | 5 | 2 | 1 | 1 | | | | | | | | | |
| 02:00 - 02:59 | 43 | | 4 | 13 | 17 | 5 | 3 | | 1 | | | | | | | | | |
| 03:00 - 03:59 | 24 | 1 | 2 | 5 | 9 | 2 | 2 | 1 | | 2 | | | | | | | | |
| 04:00 - 04:59 | 28 | 1 | | 6 | 10 | 4 | 6 | 1 | | | | | | | | | | |
| 05:00 - 05:59 | 53 | | | 14 | 34 | 4 | 1 | | | | | | | | | | | |
| 06:00 - 06:59 | 164 | 6 | 12 | 39 | 91 | 6 | 8 | 2 | | | | | | | | | | |
| 07:00 - 07:59 | 314 | | 32 | 48 | 173 | 53 | 7 | 1 | | | | | | | | | | |
| 08:00 - 08:59 | 730 | 21 | 54 | 109 | 393 | 135 | 11 | 4 | 2 | 1 | | | | | | | | |
| 09:00 - 09:59 | 748 | 28 | 69 | 134 | 379 | 109 | 14 | 11 | 3 | 1 | | | | | | | | |
| 10:00 - 10:59 | 666 | 9 | 57 | 159 | 327 | 93 | 14 | 6 | 1 | | | | | | | | | |
| 11:00 - 11:59 | 848 | 29 | 108 | 181 | 372 | 122 | 19 | 13 | 2 | 2 | | | | | | | | |
| 12:00 - 12:59 | 879 | 12 | 61 | 212 | 396 | 146 | 37 | 10 | 5 | | | | | | | | | |
| 13:00 - 13:59 | 1020 | 6 | 68 | 240 | 467 | 177 | 38 | 15 | 8 | 1 | | | | | | | | |
| 14:00 - 14:59 | 873 | 4 | 63 | 233 | 405 | 115 | 38 | 11 | 4 | | | | | | | | | |
| 15:00 - 15:59 | 959 | 5 | 69 | 215 | 437 | 164 | 54 | 11 | 4 | | | | | | | | | |
| 16:00 - 16:59 | 1062 | 2 | 72 | 281 | 476 | 170 | 37 | 21 | 3 | | | | | | | | | |
| 17:00 - 17:59 | 1175 | 3 | 67 | 303 | 552 | 172 | 52 | 20 | 5 | 1 | | | | | | | | |
| 18:00 - 18:59 | 1239 | 3 | 72 | 268 | 655 | 175 | 46 | 17 | 2 | 1 | | | | | | | | |
| 19:00 - 19:59 | 939 | 1 | 46 | 258 | 452 | 126 | 37 | 15 | 3 | 1 | | | | | | | | |
| 20:00 - 20:59 | 737 | 2 | 34 | 174 | 355 | 112 | 34 | 22 | 4 | | | | | | | | | |
| 21:00 - 21:59 | 631 | 6 | 41 | 159 | 274 | 88 | 36 | 22 | 4 | 1 | | | | | | | | |
| 22:00 - 22:59 | 378 | | 16 | 90 | 187 | 55 | 23 | 5 | 2 | | | | | | | | | |
| 23:00 - 23:59 | 231 | 2 | 27 | 62 | 86 | 27 | 19 | 6 | 1 | 1 | | | | | | | | |

Observations: *As seen in the pie chart below, 79.1% of vehicles are at 25mph or below, 20.9% were moderately above 25mph (up to 9mph), and 0% were excessively over 25mph (10+ mph),*

so the majority of vehicles are going under the posted 25mph speed limit. The average speed was **22.38mph**, with the maximum recorded speed being **48mph**. The vehicles going over 30mph are unacceptable for a residential neighborhood, regardless of the time.

Count vs Speed

This graph uses the chart information above to visually show the volume of vehicles at each speed.

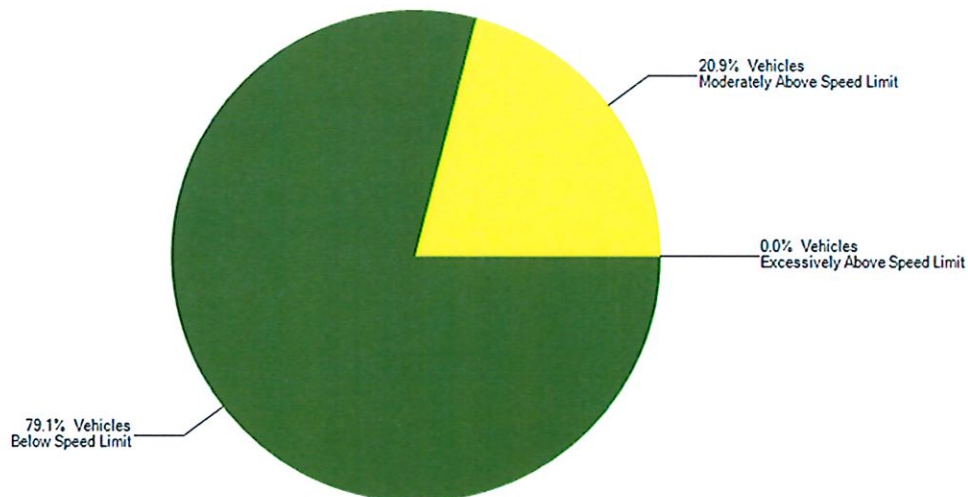


Observations:

The definition of the 85th percentile is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." ODOT Traffic engineers use the 85th percentile in most of their study calculations. A 27mph percentile speed is a positive indicator in a residential neighborhood.

Count vs Speed Pie Chart

This chart shows the total percentage of vehicles **Below** the speed limit, **Moderately** above (up to 9mph over), and **Excessively** above (10mph over).



Observations:

These were good overall results, but the goal, of course, is to get 100% of drivers at or below the posted speed limit. The vehicles going 10mph or more above the speed limit are totally unacceptable.



WARRENTON POLICE DEPARTMENT

RADAR TRAILER DATA REPORT



The following data was collected by the mobile radar trailer. The data and analysis are not scientific or verified, so the results can be slightly higher or lower than actual results, but through experience, they are fairly accurate. Remember, many drivers see the Radar trailer slow down when they normally would not, so there may actually be a few more at higher speeds; however, on average, this data is accurate. **It should be noted that the majority of the extremely high speeds are errors in the reading due to several factors, such as multiple vehicle speeds confusing the radar. Radars that the officer uses have mechanisms built in where false readings are corrected. Without an officer to observe the reading, the errors are not corrected.**

Location of the Trailer: 800 Blk E Harbor Dr.

Dates: August 11, 2025 to August 31, 2025

Number of Vehicles Recorded: 304,960

Average Daily Number of Vehicles Recorded: 15,376

Posted Speed Limit: 35 mph

Speed & Volume Matrix

This chart shows the number of vehicles in each speed range and the times they occurred.

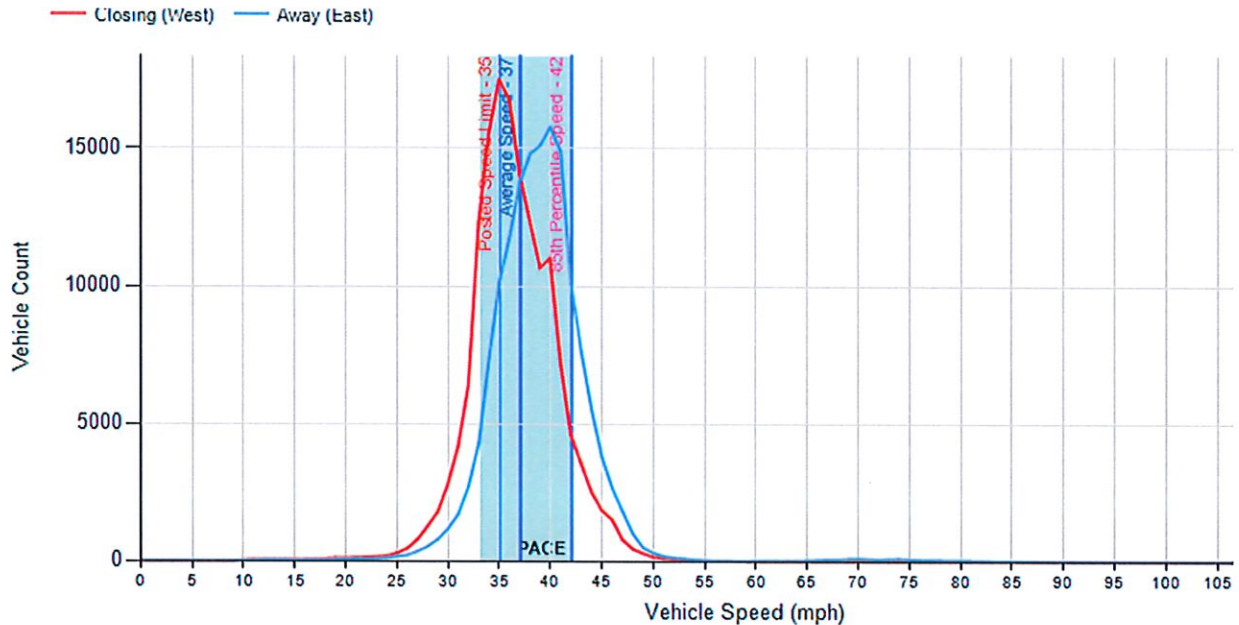
| Speed - Volume Matrix | | | | | | | | | | | | | | | | | | |
|-------------------------------------|-------|------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-----|
| Date Range: 2025-08-11 - 2025-08-31 | | | | | | | | | | | | | | | | | | |
| Direction: Both | | | | | | | | | | | | | | | | | | |
| Date Span | Total | 6-10 | 11-15 | 16-20 | 21-25 | 26-30 | 31-35 | 36-40 | 41-45 | 46-50 | 51-55 | 56-60 | 61-65 | 66-70 | 71-75 | 76-80 | 81-85 | 86+ |
| 00:00 - 00:59 | 2490 | | 15 | 27 | 13 | 70 | 853 | 1053 | 348 | 72 | 12 | 2 | 7 | 7 | 7 | 2 | | 2 |
| 01:00 - 01:59 | 1371 | | 4 | 14 | 10 | 53 | 434 | 595 | 174 | 49 | 11 | 4 | 3 | 10 | 7 | 2 | | 1 |
| 02:00 - 02:59 | 993 | 1 | 4 | 10 | 8 | 50 | 301 | 392 | 137 | 49 | 17 | 5 | 3 | 9 | 5 | 1 | | 1 |
| 03:00 - 03:59 | 944 | | 3 | 10 | 6 | 33 | 287 | 394 | 132 | 40 | 18 | 3 | 4 | 12 | | | 2 | |
| 04:00 - 04:59 | 1339 | 1 | 1 | 3 | 7 | 38 | 343 | 573 | 246 | 83 | 27 | 4 | 3 | 3 | 3 | 2 | 1 | 1 |
| 05:00 - 05:59 | 3715 | | 14 | 5 | 15 | 102 | 1002 | 1661 | 679 | 169 | 32 | 5 | 5 | 7 | 13 | 4 | 1 | 1 |
| 06:00 - 06:59 | 8622 | 1 | 18 | 33 | 86 | 480 | 2763 | 3565 | 1316 | 263 | 25 | 4 | 8 | 26 | 14 | 14 | 4 | 2 |
| 07:00 - 07:59 | 9582 | 1 | 18 | 23 | 17 | 226 | 2310 | 4232 | 2184 | 453 | 48 | 11 | 4 | 17 | 22 | 8 | 4 | 4 |
| 08:00 - 08:59 | 13910 | | 20 | 12 | 50 | 242 | 2700 | 6195 | 3767 | 771 | 63 | 11 | 6 | 11 | 24 | 16 | 12 | 10 |
| 09:00 - 09:59 | 15470 | 5 | 25 | 19 | 58 | 400 | 3257 | 6921 | 3922 | 661 | 57 | 7 | 10 | 37 | 43 | 33 | 7 | 8 |
| 10:00 - 10:59 | 16188 | 1 | 16 | 17 | 52 | 378 | 3587 | 7438 | 3928 | 585 | 51 | 13 | 16 | 37 | 32 | 19 | 10 | 8 |
| 11:00 - 11:59 | 18306 | 3 | 26 | 40 | 90 | 537 | 4596 | 8412 | 3850 | 582 | 44 | 17 | 10 | 36 | 29 | 15 | 9 | 10 |
| 12:00 - 12:59 | 20815 | 4 | 15 | 44 | 96 | 625 | 5593 | 9482 | 4244 | 526 | 43 | 5 | 11 | 41 | 43 | 22 | 12 | 9 |
| 13:00 - 13:59 | 21358 | 3 | 29 | 53 | 91 | 755 | 5907 | 9625 | 4125 | 600 | 44 | 5 | 11 | 25 | 32 | 26 | 14 | 13 |
| 14:00 - 14:59 | 19616 | 3 | 22 | 37 | 93 | 789 | 5507 | 8768 | 3713 | 521 | 36 | 13 | 17 | 28 | 30 | 20 | 9 | 10 |
| 15:00 - 15:59 | 21007 | 8 | 24 | 28 | 114 | 917 | 6151 | 9267 | 3896 | 450 | 36 | 8 | 17 | 25 | 29 | 19 | 6 | 12 |
| 16:00 - 16:59 | 22887 | 3 | 25 | 30 | 96 | 842 | 6672 | 10179 | 4347 | 548 | 44 | 6 | 8 | 25 | 22 | 23 | 11 | 6 |
| 17:00 - 17:59 | 24941 | 5 | 34 | 45 | 127 | 932 | 7036 | 11186 | 4806 | 632 | 54 | 11 | 15 | 14 | 22 | 14 | 7 | 1 |
| 18:00 - 18:59 | 23646 | 5 | 23 | 51 | 146 | 865 | 6552 | 10556 | 4620 | 703 | 48 | 7 | 9 | 19 | 21 | 11 | 4 | 6 |
| 19:00 - 19:59 | 18654 | 8 | 26 | 46 | 73 | 493 | 4506 | 8278 | 4374 | 729 | 63 | 12 | 6 | 8 | 18 | 7 | 3 | 4 |
| 20:00 - 20:59 | 15315 | 3 | 30 | 31 | 63 | 406 | 3784 | 6819 | 3501 | 579 | 53 | 7 | 4 | 12 | 12 | 7 | 2 | 2 |
| 21:00 - 21:59 | 11647 | 6 | 20 | 34 | 54 | 479 | 3923 | 5087 | 1723 | 241 | 32 | 5 | 11 | 13 | 15 | 3 | | 1 |
| 22:00 - 22:59 | 7688 | 3 | 22 | 18 | 36 | 344 | 2648 | 3431 | 1003 | 131 | 14 | 11 | 7 | 8 | 7 | 1 | 1 | 3 |
| 23:00 - 23:59 | 4456 | 3 | 13 | 21 | 12 | 155 | 1507 | 2038 | 578 | 93 | 7 | 8 | 4 | 6 | 5 | 3 | 1 | 2 |

Observations:

As seen in the pie chart below, **31.2%** of vehicles are at 25mph or below, **35.9%** were moderately above 25mph (up to 9mph), and **33%** were excessively over 25mph (10+ mph), so the majority of vehicles are going **over** the posted 35mph speed limit. The average speed was **37.77mph**, with the maximum recorded speed being **104mph**. The vehicles going over 50mph are unacceptable in this area, regardless of the time.

Count vs Speed

This graph uses the chart information above to visually show the volume of vehicles at each speed.

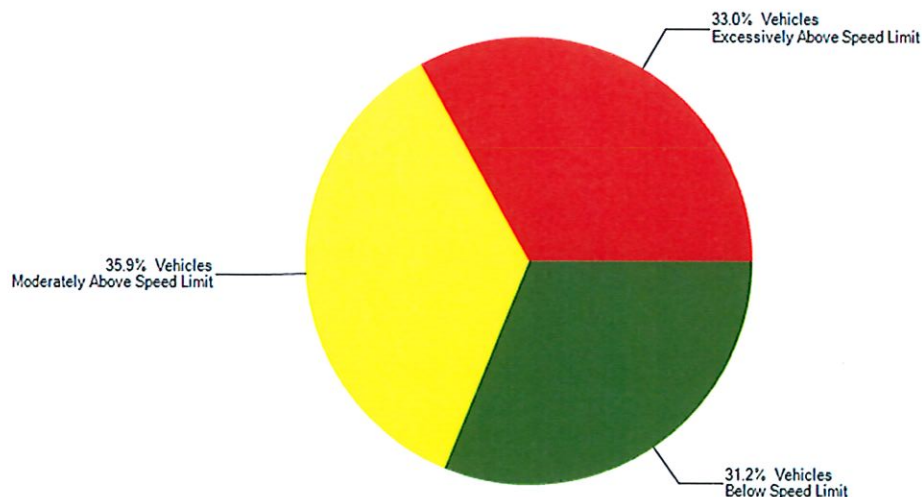


Observations:

The definition of the 85th percentile is "the speed at or below which 85 percent of all vehicles are observed to travel under free-flowing conditions past a monitored point." ODOT Traffic engineers use the 85th percentile in most of their study calculations. A 42mph percentile speed is ok for this location.

Count vs Speed Pie Chart

This chart shows the total percentage of vehicles **Below** the speed limit, **Moderately** above (up to 9mph over), and **Excessively** above (10mph over).



Observations:

These were **not good** overall results and indicate we have a speed problem in this location. This is the first time I have seen where

Moderate and Excessive speeders were higher than the numbers below. It should be noted that the trailer was picking up many vehicles still in the 45mph zone.



WARRENTON & HAMMOND MARINAS HARBORMASTER REPORT

SEPTEMBER, 2025 // PREPARED BY JESSICA MCDONALD



WARRENTON & HAMMOND MARINAS

Harbormaster Report: September 2025

OVERVIEW

Introduction:

As this is our first report back following a busy summer season, I want to start by highlighting the work completed at the end of the fiscal year in the marinas. Included in this report, you'll find a map outlining the completed dock renovations, as well as the planned renovations for FY25–26.

We had an absolutely fantastic Buoy 10 season, fishing was phenomenal. If every summer season in the marina were like this one, it would be a dream. It truly was one for the record books. The revenue reflects just how busy the season was: we're up approximately \$32,000 at Warrenton Marina and \$43,000 at Hammond Marina compared to the same period last year. If the rest of this fiscal year continues to trend similarly, we'll have a little extra funding to invest in dock improvements and other key projects next year.

Key Activities:

1. Completed Projects

- OSMB & Oregon State Parks Grants awarded
- Warrenton and Hammond Marina Redesign
- Buoy 10

1. Projects in Progress

- Hammond Dredge Permit
- Pile Replacement Permitting in Warrenton and Hammond Marinas
- Dock Repairs and Rebuilds - Fall/Winter Priority Schedule
- Hammond Crab Cooking Area
- Warrenton E dock replacement and repair plans



WARRENTON & HAMMOND MARINAS

Harbormaster Report: September 2025

DOCK RENOVATIONS PROGRESS MAP

CITY OF WARRENTON HAMMOND MARINA BERTH MAP



Seafarer's
Park

CAMP
HOST



CAMP
AREA

SINGLE CAR
PARKING

PAY
STATION

COMPLETED FY24-25

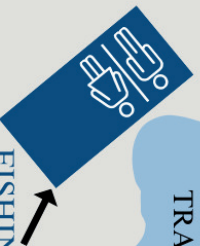
PLANNED FY25-26

PAY
STATION

VEHICLE
WITH
TRAILER
PARKING

BIG GAME
BAIT SHOP

STAFF
TRAILER



FISHING
CLEANING
STATION



SINGLE CAR PARKING

BOAT TRAILER
STORAGE



WARRENTON & HAMMOND MARINAS

Harbormaster Report: September 2025

BUOY 10 REVIEW

Successes:

- We received numerous compliments on the cleanliness of the Warrenton bathrooms and showers, great feedback from both visitors and regular users.
- The camping areas were well-organized, with no noise complaints throughout the season. Everyone was respectful and cooperative, which made for a smooth experience.
- Despite a significant increase in users this year, we issued fewer daily parking/launch tickets and saw a noticeable rise in people paying daily use fees, an encouraging trend.
- The Tongue Point students were exceptional this year, the best group we've ever had! We wish we could hire them all full-time. Their support was invaluable, and because of their hard work, we're already able to start fall projects by the second week of September something that's practically unheard of!

Challenges:

- The incredible fishing season and increased marina usage highlighted ongoing parking challenges. Warrenton Marina is in dire need of additional parking space and road improvements, and Hammond Marina requires more paving and striping to handle the volume efficiently.



City of Warrenton Marinas Revenue
Updated 9.12.25

| WARRENTON MARINA | | | | | | | |
|-------------------------|-------------------|-------------------|-------------|-------------|-------------|-------------------|------------|
| REVENUE | BUDGET | Q1 | Q2 | Q3 | Q4 | YTD | % |
| OSMB - MAP GRANT | \$ - | | | | | | |
| MOORAGE CREDITS | | | | | | | |
| ANNUAL MOORAGE | \$ 350,000 | \$ 355,537 | | | | \$ 355,537 | 102% |
| TRANSIENT DAILY | \$ 50,000 | \$ 34,728 | | | | \$ 34,728 | 69% |
| ELECTRIC | \$ 55,000 | \$ 6,412 | | | | \$ 6,412 | 12% |
| DRY STORAGE | \$ 22,000 | \$ 3,645 | | | | \$ 3,645 | 17% |
| LAUNCH RAMP | \$ 24,000 | \$ 25,310 | | | | \$ 25,310 | 105% |
| HOIST | \$ 20,000 | \$ 2,300 | | | | \$ 2,300 | 12% |
| MONTHLY MOORAGE | \$ 48,000 | \$ 53,463 | | | | \$ 53,463 | 111% |
| PARKING | \$ 25,000 | \$ 29,990 | | | | \$ 29,990 | 120% |
| OVERNIGHT STAY | \$ 30,000 | \$ 34,525 | | | | \$ 34,525 | 115% |
| LIVEABOARD FEES | \$ 3,500 | \$ 520 | | | | \$ 520 | 15% |
| WORK SLIP | \$ 4,000 | \$ 725 | | | | \$ 725 | 18% |
| REPAIR CHARGES | \$ 3,000 | \$ - | | | | \$ - | 0% |
| PIER USE | \$ 6,000 | \$ 100 | | | | \$ 100 | 2% |
| FACILITY USE | \$ 40,000 | \$ 35,159 | | | | \$ 35,159 | 88% |
| Fisherman's & Farmers M | \$ 500 | \$ - | | | | \$ - | 0% |
| MISCELLANEOUS | \$ 1,000 | \$ 677 | | | | \$ 677 | 68% |
| INTEREST EARNINGS | \$ 50,000 | | | | | \$ - | 0% |
| LEASE RECIPITS | \$ 8,000 | | | | | \$ - | 0% |
| TOTALS | \$ 740,000 | \$ 583,090 | \$ - | \$ - | \$ - | \$ 583,090 | 79% |

| HAMMOND MARINA | | | | | | | |
|-------------------|-------------------|-------------------|-------------|-------------|-------------|-------------------|------------|
| REVENUE | BUDGET | Q1 | Q2 | Q3 | Q4 | YTD | % |
| MOORAGE CREDITS | | | | | | | |
| ANNUAL MOORAGE | \$ 175,000 | \$ 178,508 | | | | \$ 178,508 | 102% |
| TRANSIENT DAILY | \$ 10,000 | \$ 8,845 | | | | \$ 8,845 | 88% |
| ELECTRIC | \$ 1,000 | \$ 774 | | | | \$ 774 | 77% |
| LAUNCH RAMP | \$ 110,000 | \$ 75,860 | | | | \$ 75,860 | 69% |
| MONTHLY MOORAGE | \$ 16,000 | \$ 20,706 | | | | \$ 20,706 | 129% |
| PARKING | \$ 32,000 | \$ 36,500 | | | | \$ 36,500 | 114% |
| OVERNIGHT STAY | \$ 42,000 | \$ 44,300 | | | | \$ 44,300 | 105% |
| FACILITY USE | \$ 15,000 | \$ 14,421 | | | | \$ 14,421 | 96% |
| MISCELLANEOUS | \$ 200 | \$ 104 | | | | \$ 104 | 52% |
| INTEREST EARNINGS | \$ 60,000 | | | | | \$ - | 0% |
| LEASE RECIPITS | \$ 14,000 | | | | | \$ - | 0% |
| TOTALS | \$ 475,200 | \$ 380,018 | \$ - | \$ - | \$ - | \$ 380,018 | 80% |



WARRENTON & HAMMOND MARINAS

Harbormaster Report: September 2025

PROJECTS IN PROGRESS

Hammond Dredge Permitting

Permits have been submitted and we are awaiting response.

Pile Permitting

Permit applications have been submitted, and we've received several responses and concerns from various agencies. As part of the permitting process, we were required to remove some piles in the Warrenton Marina that were located within the federal levee system.

We anticipate that the permit will be finalized prior to the in-water work window this November, which will allow us to complete some of the planned pile work before the end of the year.

Dock Repairs and Rebuilds - Fall/Winter Priority Schedule

E Dock (October 2025): We are planning to complete some interim repairs on Warrenton's Commercial E Dock. While this work won't be extensive, it will ensure the dock remains safe and functional for commercial vessels during the upcoming crab season. These repairs are intended to extend the dock's usability 1-2 years until a full replacement can be completed.

M Dock (November–December 2025): Renovations on the first half of Warrenton's M Dock will begin this winter. This will be a major undertaking for our staff, and we anticipate it will span most of the winter season. During this time, we'll also be maintaining marina operations through winter weather conditions and annual king tide events.

Future Work (2026): Looking ahead to 2026, we plan to continue improvements in Hammond Marina by working on the launch ramp dock, extending down to the recently repaired D Dock, as well as completing the necessary corrections between D Dock and E Dock.



WARRENTON & HAMMOND MARINAS

Harbormaster Report: September 2025

PROJECTS IN PROGRESS

Hammond Crab Cooking Area

We are finalizing a location based on the Hammond redesign and utility access, and we are working on the design. We would love any of the boards recommendations

Warrenton E Dock Replacement

We are hoping to begin the E Dock design and permitting process this fall, while continuing to seek funding for the entire project. We have secured some Urban Renewal funding and are exploring options to finance the remaining estimated cost of a full replacement.



City Commission Agenda Memo

Meeting Date: September 23, 2025
From: Kevin Gorman, Public Works Director
Subject: Public Safety Dispatch Services Agreement

Summary:

Public Works is requesting approval of the annual agreement with the City of Astoria for public safety dispatch services effective July 1, 2025.

Under this agreement, the Astoria Police Radio Communications Center will continue to provide twenty-four (24) hour emergency radio dispatch services to Warrenton Public Works. Services include answering emergency calls, dispatching personnel, maintaining service logs, and managing communications infrastructure.

This contract ensures continuity of emergency communications support for Public Works operations.

Recommendation/Suggested Motion:

"I move to approve the Public Safety Dispatch Services Agreement with the City of Astoria to provide Public Works with 24/7 emergency dispatch services."

Alternative:

None recommended

Fiscal Impact:

This expenditure was included in the Fiscal Year 2025-2026 Budget.

Attachments:

- 2025 Public Safety Dispatch Services Agreement for Public Works

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther M. Morgan", written over a horizontal line.

AGREEMENT PUBLIC SAFETY DISPATCH SERVICES

This Agreement is entered into on the 1st day of July, 2025 by and between the CITY OF WARRENTON PUBLIC WORKS, hereinafter called "City", and the CITY OF ASTORIA, a municipal corporation and hereinafter called "Astoria," both of Clatsop County, Oregon.

City and Astoria enter into this agreement because the Astoria Police Radio Communications Center, hereinafter called "Dispatch Center", has the staff and facilities to provide emergency radio dispatch service to City Public Works, and City has the necessary funds to pay Astoria for services performed under this agreement.

Nothing in this agreement shall be interpreted to cause the City of Astoria to violate any rules and regulations set forth by the United States of America Federal Communications Commission.

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

Astoria shall provide City Public Works with twenty-four (24) hour emergency dispatch service. This will include:

1. Answering service for City emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

Astoria shall retain control of its Dispatch Center Personnel and their performance of services under this agreement. All such personnel performing services for the City of Astoria pursuant to this agreement shall be Astoria employees and contracted City of Seaside certified Telecommunication Operators.

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$1,517.00 for the period of July 1, 2025 to June 30, 2026.

The sum of \$1,517.00, payment due on September 30, 2025

OR

1. For the period from the 1st day of July, 2025 to the 30th day of September, 2025, the sum of \$379.25, payment due on September 30, 2025;
2. For the period from the 1st day of October, 2025 to the 31st day of December, 2025, the sum of \$379.25, payment due on December 31, 2025;
3. For the period from the 1st day of January, 2026 to the 31st day of March, 2026, the sum of \$379.25, payment due on March 31, 2026;
4. For the period from the 1st day of April, 2026 to the 30th day of June, 2026, the sum of \$379.25, payment due on June 30, 2026.

III. LIABILITY INSURANCE

Each party to this agreement represents to the other that it will have in effect at all times during this agreement liability insurance coverage which covers all sums that each shall be legally obligated to pay as damages for liability under the Oregon Revised Statutes 30.260 to 30.300, the Oregon Tort Claims Act.

IV. INDEMNIFICATION

As permitted by the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution each party to this agreement agrees to hold harmless, defend, and indemnify the other, including their officers, agents, and employees, against all claims, demands, actions, and suits (including attorney fees and costs) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party. Each party is responsible for the acts, omissions, or negligence of its own officers, employees, and agents.

V. TELEPHONE LINES

City shall assume all costs for installation, maintenance, repair or rental for all emergency telephone lines originating from City.

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2025 to June 30, 2026 and may be modified or

renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

By Sean Fitzpatrick, Mayor

City of Warrenton

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

It is the policy of the City of Astoria that no person shall be denied the benefits of or be subjected to discrimination in any City program, service, or activity on the grounds of age, disability, race, religion, color, national origin, sex, sexual orientation, gender identity and expression. The City of Astoria also requires its contractors and grantees to comply with this policy.



City of Warrenton Community Library Board (WCLB)

Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Wednesday, June 11, 2025

1. Community Library Board meeting called to order at 5:33 pm.

All members present briefly introduced themselves. Chair Andrew Walker could not attend. Vice Chair Kelsey Balensifer will run the meeting.

2. Roll Call

| Members | Present | Excused |
|----------------------|---------|---------|
| Abbie Johnson | X | |
| Aggie Cooley | X | |
| Kelsey Balensifer | X | |
| Gregory Bian | X | |
| Karyn Grass | X | |
| Amanda Donovan | X | |
| Andrew Walker, Chair | | X |

| Staff Members Present | |
|--------------------------------|---------|
| Library Director Josh Saranpaa | Present |
| | |

3. Recognition of Guests

No guests present.

4. Public Comment

No public comment.

5. Consent Calendar

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

A. Regular Meeting Minutes 3.12.2025

B. Special Meeting Minutes 3.19.2025

| | | | | | |
|------------------|--|------------|------------|----------------|----------------|
| Motion: | Move to approve the consent calendar as presented. | | | | |
| Moved: | Aggie Cooley | | | | |
| Seconded: | Amanda Donovan | Aye | Nay | Abstain | Recused |
| Vote: | Johnson | X | | | |
| | Cooley | X | | | |

| | | | | | |
|----------------|------------|---|--|--|--|
| | Balensifer | X | | | |
| | Bain | X | | | |
| | Grass | X | | | |
| | Donovan | X | | | |
| | Walker | | | | |
| Passed: | 6/0 | | | | |

6. Discussion Items

A. Library Director's Quarterly Report

Josh briefly recapped the highlights in the Quarterly Report. Highlights included the acceptance of a \$9,000 grant for new computers, and redesign of the library's logo.

B. Friends of Warrenton Community Library Update

In the absence of Chair Walker, Vice Chair Kelsey Balensifer gave update. Friends of Warrenton Community Library (Friends) recently held elections for their board. Friends purchased and received an order of roughly 60 bilingual Spanish/English children's books per a restricted donation of \$700.

Friends had a rock painting booth at the library's Summer Reading Program Kick-off party, led by Aggie and Nettie.

Library After Dark (LAD) is in their summer break period for the next four (4) months. Gaetano's Market and Deli has been sponsoring food for the LAD events.

Friends is in the process of finalizing the next fiscal year's budget, as well as updating their logo to help reflect their support of the library.

Cass, library assistant, submitted a grant to Kroger for the food pantry—sponsored by the Friends—but the grant was not funded.

7. Business/Action Items

No action items.

8. Good of the Order

Vice Chair Balensifer informed the Board that any notes taken by any member of the Board are subject to public records requests.

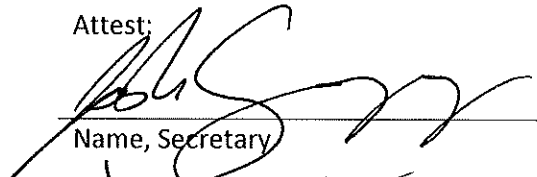
Karyn asked for an update on the purchase of a new building. Library Director Josh said that there isn't any updates—City Manager and Josh will be meeting with NWOHA to discuss purchasing the building in July.

Next meeting September 10, at 5:30pm.

9. Adjournment

There being no further business, Vice Chair Balensifer adjourned the meeting at 5:54 pm.

Attest:


Name, Secretary
Josh Sakran

Approved:


Andrew Walker, Chair



City Commission Agenda Memo

Meeting Date: September 23, 2025
 From: Jeffrey B. Adams, Planning Director
 Subject: Proposed amendment of Ordinance 1217 vacating certain streets in the Plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton of the City of Warrenton
 Public Hearing – First Reading Ordinance **1296**

Summary:

On February 13, 2018 the Warrenton City Commission approved Ordinance 1217 vacating certain streets in the plat of Warrenton park and in the plat of Portsmouth addition to Warrenton in the City of Warrenton. Unfortunately, Ordinance No. 1217 vacated only the streets but did not vacate any drainage ditches, utilities, or easements.

Applicant Wes Giesbrecht, acting on behalf of North Coast Industrial LLC has petitioned the Warrenton City Commission to consider amending ordinance 1217, requesting a full discharge of any and all drainage ditches, utilities, and easements, so the land title may be unencumbered for the purpose of preparing the site for commercial retail development.

The application was deemed complete and the City Commission passed resolution #2708 setting a public hearing for the right-of-way vacation for Tuesday, September 23, 2025 at 6 pm.

Copies of the request were forwarded to the Warrenton Police, Fire, Building, and Public Works Departments. No concerns were raised by staff regarding the request.

Findings:

1. The request meets the minimum requirements for a completed application for right-of-way vacation as outlined in the Warrenton Municipal Code.
2. The applicant has paid the requisite fees for the vacation.
3. The applicant communicated with representatives from the Clatsop County Surveyors office to determine the land division provision.
4. The City published the required public hearing notices in the Astorian Newspaper – the official city newspaper.
5. The property is zoned CI-Commercial Industrial.

The City has not received any written comments related to the request. Planning Staff concluded that neither the current right-of-way nor any drainage ditches, utilities, or easements are needed for future development of the area; there are no public facilities in these vacated Rights of Way. North Coast Industrial LLC is the sole owner of all abutting property.

Recommendation/Suggested Motion:

Based on the application materials and staff review memo dated September 23, 2025, I move that the City Commission conduct the first reading of Ordinance 1296 by title only

AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON

Alternative:

Table Option:

The City Commission may table the request to a time and date certain to allow for additional research on the issue.

Staff Recommendation:

Staff recommend making a motion to approve first reading of Ordinance 1296 by title only.

Fiscal Impact:

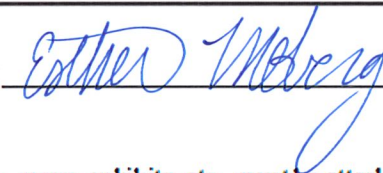
N/A

Attachments:

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

- Ordinance 1217
- Proposed Ordinance 1296

Approved by City Manager: _____



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

ORDINANCE NO. 1296

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON

WHEREAS, the petitioner(s), Wes Giesbrecht, on behalf of North Coast Industrial LLC has petitioned the Warrenton City Commission to consider amending ordinance 1217 vacating certain streets in the plat of Warrenton park and in the plat of Portsmouth addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, more particularly described and depicted in the attached legal description (EXHIBIT "A") and plat (EXHIBIT "B"), respectively; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, September 23, 2025, 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;

WHEREAS, the petition to amend Ordinance 1217 by vacating certain streets in the plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton in the City of Warrenton, was proposed for the purpose of preparing the site for commercial retail development; and

WHEREAS, Ordinance No. 1217 vacated only the streets but did not vacate any drainage ditches, utilities, or easements; and

WHEREAS, there are no public facilities in these vacated Rights of Way; and

WHEREAS, North Coast Industrial is requesting a full discharge of any and all drainage ditches, utilities, and easements, so the land title is unencumbered; and

WHEREAS, the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby was appended to the petition; and

WHEREAS, the City Commission has determined that there appears to be no reason why the petition should not be allowed in whole or in part; and

WHEREAS, the City has received no written objections filed with the recording officer of the city prior to the time of hearing, which will be heard and considered; and

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

Section 1. The public right-of-way in the City of Warrenton, Clatsop County, State of Oregon, described as:

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon, including any and all drainage ditches, utilities, and easements therein.

is hereby vacated.

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 thirty (30) days after its adoption by the Warrenton City Commission.

ADOPTED by the City Commission of the City of Warrenton this _____ day of _____, 2025.

First Reading:

Second Reading:

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

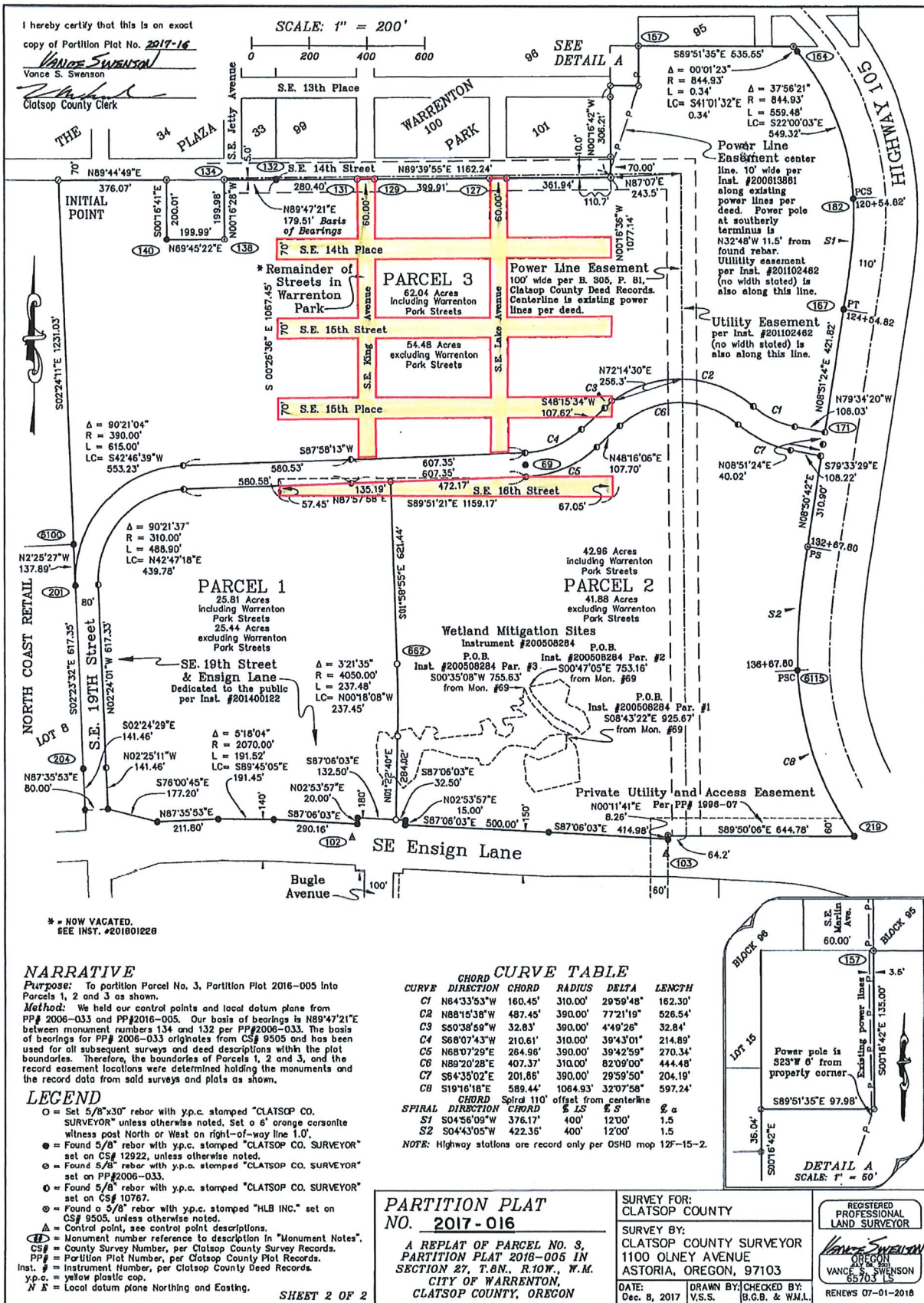
Exhibit “A”

Legal Description

Street Vacation SV-25-1 - North Coast Industrial LLC, c/o Wes Giesbrecht

All of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton, Warrenton in the City of Warrenton, County of Clatsop, State of Oregon.

Exhibit B



After Recording Return to:
City Recorder
City of Warrenton
P.O. Box 250
Warrenton, OR 97146



Recording Instrument #: 201801228
Recorded By: Clatsop County Clerk
of Pages: 2 Fee: 262.50
Transaction date: 2/20/2018 09:10:52
Deputy: nstethem

ORDINANCE NO. 1217

INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE VACATING UNDEVELOPED STREET RIGHTS-OF-WAY IN
THE PLATS OF WARRENTON PARK AND PORTSMOUTH ADDITION TO
WARRENTON IN WARRENTON, OREGON**

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate undeveloped street rights-of-way in the plats of Warrenton Park and Portsmouth Addition to Warrenton 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, January 9, 2018, 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:

all of SE 14th Place, SE 15th Street, SE 15th Place, SE 16th Street, SE King Street from SE 19th Street to SE 14th Street, SE Lake Avenue from SE 19th Street to SE 14th Street in the plat of Warrenton Park and two remainder streets in the plat of Portsmouth Addition to Warrenton.

are 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 Deputy 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 Deputy City Recorder shall file with the clerk, the assessor, and the surveyor of Clatsop County, a certified copy of this ordinance.

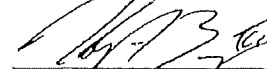
Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

Adopted by the City Commission of the City of Warrenton, Oregon this 13th day of

February, 2018.

First Reading: January 23, 2018
Second Reading: February 13, 2018

APPROVED:



Henry A. Balensifer Mayor

ATTEST:



Dawne Shaw, Deputy City Recorder



City Commission Agenda Memo

Meeting Date: September 23, 2025
From: Esther Moberg City Manager
Subject: Addendum to Lease NW Smart Storage

Summary:

Tenants NW Smart Storage have requested permission to add Uhaul services at the mini storage property they lease from the City of Warrenton. The addendum is presented as adding a percentage of that additional revenue as well as requesting maintenance of the gravel road in front of the property. The agreement with Uhaul would be up to 3 years and may be cancelled at any time by the lessee.

Recommendation/Suggested Motion:

I recommend approval of the addendum to the NW Smart Storage Lease agreement.

Alternative:

None recommended

Fiscal Impact:

Will bring in some additional revenue based on Uhaul sales.

Attachments:

Addendum

Approved by City Manager: _____

A handwritten signature in blue ink, which appears to read "Esther Moberg", is written over a horizontal line.

LEASE FIRST AMENDMENT

This is the First Amendment to the lease between the City of Warrenton, an Oregon municipal corporation (Landlord) and NW Smart Storage LLC, an Oregon limited liability corporation (Tenant) executed on September 24, 2024 (Lease). Collectively, the Landlord and Tenant are referred to as Parties and all terms herein, unless otherwise stated, have the same meaning set forth in the Lease.

Recitals

WHEREAS, the Parties desire to allow additional uses of the Premises and to allow for an additional charge for those uses; and

WHEREAS, the Parties desire to allocate responsibility for maintenance of the gravel road located on the Premises.

Terms

NOW THEREFORE, for valuable consideration, including the covenants, terms, and conditions set forth below, Landlord and Tenant agree to amend the Lease as follows:

1. **Use.** Section 5.1 is deleted and replaced with the following:

“Tenant will use and occupy the Premises during the Term for the purpose of: (1) operating a storage facility with spaces rented on a space-by-space retail basis to corporations, partnerships, individuals and/or other entities for use as self-storage facilities and (2) operating a U-HAUL rental facility which will require storing and renting U-HAUL vehicles/trucks which will be parked and stored on the Premises. Landlord acknowledges that Tenant is in the business of managing self-storage facilities and hereby consents to Tenant entering into rental agreements with subtenants for renting of individual storage spaces and renting space for U-HAUL storage in compliance with the terms and conditions of this Lease. This Lease is also subject to compliance with Lessor's Rules and Regulations for the Property contained in Exhibit D ("Rules and Regulations"), as they may be reasonably amended from time to time. The Premises must be in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

2. **Renaming Article 3.** Article 3 is retitled: RENT AND GROSS SALES PAYMENT
3. **Gross Sales Payment.** Article 3 is amended by adding Section 3.6 as set forth herein:

“Gross Sales Payment. Upon receiving money for rental of mini-storage units on the Premises, the Tenant will pay to Landlord an additional payment each month equal to five percent (7%) of the gross sales Tenant has collected the previous month from U-Haul. This payment shall commence on the first of the month following the date the U-

Haul agreement is in effect and shall continue for the term of the Lease. If Tenant provides written notice to Landlord that they are no longer using the Premises for U-Haul rentals, the Landlord will cease to require the additional 7% payment. For the purposes of this Lease, "gross sales" includes the entire amount paid by U-Haul to the Tenant for all sales conducted in or on the Premises.

4. **Road Maintenance.** Section 11.1 is amended by adding the following:

"Section 11.1.1 Iredale Road. Tenant is responsible for maintaining and repairing the gravel road that runs alongside the mini-storage units on the Premises currently called Iredale Road (to be renamed Isobar Road in the future). Tenant shall pay all costs associated with such road maintenance."

5. **Full Force and Effect.** Except as modified by this First Amendment, the Agreement remains in full force and effect. Any inconsistencies between this First Amendment and the Agreement shall be resolved in favor of this First Amendment.

6. **Counterparts.** This First Amendment may be executed in counterparts which together shall constitute one and the same agreement.

WHEREFORE, Landlord and Tenant have executed this First Amendment as of the last date set forth below.

LANDLORD:

CITY OF WARRENTON

By: _____

Esther Moberg, City Manager

Date: _____, 2025

TENANT:

NW SMART STORAGE, LLC

By: _____

NAME, TITLE

Date: _____, 2025

LEASE AGREEMENT

This LEASE (this "Lease") is made and entered into on September 24, 2024 (the "Commencement Date"), by and between the City of Warrenton, an Oregon municipal corporation ("Landlord"), and NW Smart Storage LLC, an Oregon limited liability company ("Tenant").

RECITALS

A. Landlord desires to lease to Tenant, and Tenant desires to lease from Landlord, the real property located at 60 NE Iredale Ave, Warrenton, Oregon described on attached Exhibit A, including the 5 existing buildings together with any and all rights, privileges, easements, and appurtenances (collectively, the "Premises").

C. The Premises is in need of repairs, which the Tenant agrees to undertake as part of this Lease, as described below.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Lease agree as follows:

Article 1

PREMISES

Landlord does hereby demise, lease, and let unto Tenant, and Tenant does hereby take and lease from Landlord, the Premises for the term and on the rents, conditions, and provisions herein. Tenant accepts the Premises in its "AS IS" condition except but subject to the completion of all improvements to be performed by Landlord in accordance with Exhibit B hereto.

Article 2

LEASE TERM

2.1 Initial Term. Starting on the Commencement Date, the Premises will be leased for a term of five (5) years (the "Initial Term"), unless earlier terminated pursuant to the terms of this Lease.

2.2 Extended Term. If Tenant is not in default under the Lease, and if Tenant provides Landlord with written notice of its desire to extend the Lease no less than one-hundred twenty (120) days before the expiration of the Initial Term, Landlord has the option to extend the Initial Term for an additional period of up to fifteen (15) years (the "Extended Term") by providing written notice thereof to Tenant no less than ninety (90) days before the expiration of the Initial Term (the Initial Term, if and as extended by the Extended Term, is referred to in this Lease as the "Term"). Upon exercise of this option to extend, the term of this Lease will be extended through the expiration date of the Extended Term, on the same terms and conditions as contained in this Lease, except for Rent (which will be determined in accordance with section 3.2 below).

Article 3

RENT

3.1 Rent for Initial Term. Tenant agrees to pay to Landlord monthly rent in the amount of \$3500 ("Rent") beginning April 1, 2025 (waiving the first six months based on the investment of agreed upon updates and repairs) and on the first day of each and every month thereafter during the Term. On the 5th annual anniversary of the Commencement Date and every

year thereafter (each, an "Adjustment Date"), Rent will increase by 3% over the previous monthly rent.

3.2 Rent Adjustment Provision for Fixed Increases

On each annual anniversary of the Commencement Date of this Lease, Rent will increase by 3%, beginning in year 5 of the lease.

3.2 Payment of Rent. Rent is payable in advance, commencing on the Commencement Date and thereafter on the first day of each month throughout the Term, without notice or demand and without abatement, deduction or setoff except as otherwise provided in this Lease. If the Commencement Date is a day other than the first day of a month, Rent payable on the Commencement Date will be prorated based on the number of days that will elapse during that month after the Commencement Date. Rent and all other amounts payable to Landlord under the terms of this Lease must be delivered to Landlord at its office, located at 225 S. Main Ave/P.O. Box 250, Warrenton, Oregon 97146, or at another place that Landlord may designate by notice to Tenant, in lawful money of the United States.

3.3 Late Charge and Interest. If Rent or any other amount payable by Tenant to Landlord is not paid within 10 calendar days of its due date, Tenant will pay to Landlord a late charge of five percent of the amount due. The parties agree that the late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of the late payment. Collection of the late charge will not be considered a waiver of default nor of any other right or remedy. In addition, all delinquent amounts will bear interest at the rate of nine percent per annum or the highest rate permitted by law, whichever is lower (the "Default Rate"), from the date first due until the date paid in full.

3.4 Net Lease. This Lease is a totally net lease, and it is intended that the rent provided for in this Lease will be an absolutely net return to Landlord throughout the Term. Tenant will be responsible for paying all costs and expenses relating to the Premises, including real and personal property taxes, utilities, maintenance, repairs, interior and exterior structural repairs, interior and exterior nonstructural repairs, insurance, and all other costs and expenses relating to the Premises. Without notice or demand and without abatement, deduction, or setoff except as may be otherwise provided in this Lease, Tenant is required to pay, as additional rent, all sums, impositions, costs, and other payments that Tenant assumes or agrees to pay in any provision of this Lease. If Tenant fails to make a payment, Landlord will have (in addition to all other rights and remedies) all the rights and remedies provided for in this Lease or by law for nonpayment of the Rent.

3.5 Credit. Tenant will have Rent waived for first six (6) months if Tenant completes the improvements set forth in Exhibit C. There should be progress reports and updates showing the improvements are moving forward in a reasonable manner during this time of waiver. If the improvements are not done or there is a delay, further agreement shall be made regarding any waiver of rent or payments.

Article 5

USE AND COMPLIANCE WITH LEGAL REQUIREMENTS

5.1 Permitted Use. Tenant will use and occupy the Premises during the Term for the purpose of operating a storage facility with rented on a space-by-space retail basis to corporations, partnerships, individuals and/or other entities for use as self-storage facilities. Landlord acknowledges that Tenant is in the business of managing self-storage facilities and hereby consent to Tenant entering into rental agreements with subtenants for renting of individual storage spaces in compliance with the terms and conditions of this Lease. This Lease

is also subject to compliance with Lessor's Rules and Regulations for the Property contained in **Exhibit D** ("Rules and Regulations"), as they may be reasonably amended from time to time. The Premises must be in compliance with all applicable Legal Requirements (as defined in section 5.2 below).

5.1.1 Rental Agreements. Tenant shall have the sole discretion, which discretion shall be exercised in good faith, to establish the terms and conditions of occupancy by the subtenants of the Premises and to enter into rental agreements with subtenants. The rental agreements must contain terms that comply with and that require subtenants to comply with Landlord's Rules and Regulations contained in **Exhibit D**. Tenant shall provide City a copy of its standard rental agreement with subtenants and provide City an updated version when Tenant makes changes to the rental agreement terms. All tenants shall receive similar terms and conditions and shall have an agreement in writing with the landlord (digital or paper).

5.1.2 Reporting. Tenant shall provide Landlord on an annual basis by the first calendar day of each year a current report of all subtenants, including the name, address and contact information for each subtenant.

5.1.3 Access to Records. The records, books and accounts of Tenant may be examined by Landlord or its representatives at all reasonable times for purposes of determining Tenant's compliance with this Lease.

5.2 Compliance with Legal Requirements. Tenant will observe and comply with all Legal Requirements that may apply to the Premises, or to the use or manner of uses of the Premises whether or not the Legal Requirements affect the interior or exterior of the Premises, necessitate structural changes or improvements, or interfere with the use and enjoyment of the Premises, and whether or not compliance with the Legal Requirements is required by reason of any condition, event, or circumstance existing before or after the Term commences. Tenant will pay all costs of compliance with Legal Requirements.

"Legal Requirements" means all applicable present and future laws, ordinances, orders, rules, regulations, codes, and requirements of all federal, state, and municipal governments, departments, commissions, boards, and officers, that now or hereafter apply to the Premises, the Improvements, or any component thereof or any activity conducted thereon, including but not limited to those pertaining to Environmental Laws and the use and storage of Hazardous Substances (as these terms are defined below).

"Environmental Laws" means all present or future federal, state, and local laws or regulations related to the protection of health or the environment, including but not limited to the Resource Conservation and Recovery Act of 1976 (RCRA) (42 USC § 6901 *et seq.*), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) (42 USC § 9601 *et seq.*), the Toxic Substances Control Act (15 USC § 2601 *et seq.*), the Federal Water Pollution Control Act (the Clean Water Act) (33 USC § 1251 *et seq.*), the Clean Air Act (42 USC § 7401 *et seq.*), amendments to the foregoing, and any rules and regulations promulgated thereunder.

"Hazardous Substances" means any hazardous or toxic substance, material, or waste that is or becomes regulated by any local, state, or federal governmental authority, including without limitation, any hazardous material, hazardous substance, ultra-hazardous material, toxic waste, toxic substance, pollutant, radioactive material, petroleum product, and PCB, as those and similar terms are commonly used or defined by Environmental Laws.

5.4 Prohibited Uses. Tenant will not use or occupy the Premises or the Improvements, or permit or suffer all or any part of the Premises or the Improvements to be used

or occupied: (a) for any unlawful or illegal business, use, or purpose; (b) in any manner so as to constitute a nuisance of any kind; (c) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including Legal Requirements respecting Hazardous Substances; or (d) for any business, use, or purpose deemed disreputable.

5.5 No Waste. Tenant will not cause or permit any waste, damage, disfigurement, or injury to the Premises,

Article 6 IMPROVEMENTS

6.1 Construction, Modification, and Demolition of Improvements. Tenant may not construct, reconstruct, demolish, remove, replace, remodel, or rebuild on any part or all of the Premises such buildings, structures, parking areas, driveways, walks, and other improvements of any nature including excavation, earthmoving, paving, installation of utilities, and all other development activities ("Improvements") without obtaining the prior written consent of the Landlord which consent is in Landlord's sole and absolute discretion. Construction of any approved Improvements will be undertaken in compliance with all Legal Requirements and will be performed in a good and workmanlike manner.

6.3 Notice of Construction. Tenant agrees to notify Landlord in writing of Tenant's intention to commence construction of an approved Improvement at least 30 calendar days before commencement of any such work or delivery of any materials. The notice must specify the approximate location and nature of the intended Improvements, and the anticipated date that work will be commenced and completed. Landlord will have the right at any time and from time to time to post and maintain on the Premises notices of nonresponsibility and such other notices as Landlord deems necessary to protect Landlord's interest in the Premises and the Improvements from the liens of mechanics, laborers, materialmen, suppliers, or vendors; and Landlord will have the right to inspect the Premises and the Improvements in relation to the construction at all reasonable times.

6.4 Landlord Cooperation. Landlord agrees to cooperate with Tenant in all respects in connection with Tenant's construction of any approved Improvements, including but not limited to, executing the applications and other instruments reasonably necessary for construction of the Improvements, provided that Landlord will not be required to pay any application fees or incur any other costs or liabilities in connection with the Improvements beyond Landlord's fees for any professional advice Landlord desires.

6.5 Easements and Dedications. Tenant and Landlord each recognize that in order to provide for the development of the Premises, it may be necessary, desirable, or required that street, water, sewer, drainage, gas, power line, and other easements and dedications and similar rights be granted or dedicated over or within portions of the Premises. Granting any such rights shall be in Landlord's sole discretion.

Article 7 TAXES AND UTILITIES

7.1 Taxes Defined. As used in this Lease, the terms "Tax" and "Taxes" mean any and all taxes, service payments in lieu of taxes, general or special assessments, excise taxes, transit charges, utility assessments, and any and all charges, levies, fees, or costs, general or special, ordinary or extraordinary, of any kind that are levied or at the direction of laws, rules, or regulations of any federal, state, or local authority on the Premises or the Improvements, or based on or otherwise in connection with the use, occupancy, or operations of the Premises or the Improvements, or with respect to services or utilities in connection with the use, occupancy, or

operations of the Premises or the Improvements, or on Landlord with respect to the Premises or the Improvements, or on any act of leasing space in the Improvements, or in connection with the business of leasing space in the Improvements, including any tax on rents, whether direct or as a part of any "gross receipts" tax, and whether or not in lieu of, in whole or in part, ad valorem property taxes. Taxes will include, but not be limited to, state and local real-property taxes, levies, and assessments, and any tax, fee, or other excise, however described, that may be levied or assessed in lieu of, or as a substitute, in whole or in part, for, or as an addition to any other taxes, and all other governmental impositions and governmental charges of every kind and nature relating to the Premises or the Improvements, including, but not limited to, any road-user or transportation-system-maintenance fee and any charges or fees measured by trip generation or length, parking spaces, impervious surfaces, buildings, vehicle usage, or similar bases for measurement.

7.2 Payment of Taxes. Throughout the Term, Tenant will pay all Taxes as they become due. The landlord is paying the outstanding taxes for 2024 only. If by law any Tax is payable, or may at the option of the taxpayer be paid, in installments, Tenant may pay the same in installments as each installment becomes due and payable, but in any event must do so before any fine, penalty, interest, or cost may be added for nonpayment of any installment or interest. Taxes for the year in which this Lease commences and expires will be prorated between the parties as of the Commencement Date or expiration date as the case may be and, on the Commencement Date, Tenant will pay its pro rata share of the current year's taxes.

7.3 Contesting Taxes. If Tenant in good faith desires to contest the validity or the amount of any Tax, Tenant will be permitted to do so by giving to Landlord written notice thereof before commencement of such contest. Landlord will, at Tenant's expense (including reimbursement of attorney fees reasonably incurred by Landlord), cooperate with Tenant in any such contest to the extent that Tenant may reasonably request, but Landlord will not be subject to any liability for the payment of any costs or expenses in connection with any proceeding brought by Tenant, and Tenant will indemnify and save Landlord harmless from any such costs or expenses. Any rebates on account of the Taxes required to be paid and paid by Tenant under the provisions of this Lease will belong to Tenant, except that to the extent any rebates or refunds are related to a period of time in which this Lease is not in effect (either before commencement or after expiration or termination), the portion of the rebate attributable to such time will be returned to Landlord to the extent previously paid by Landlord. Any contest as to the validity or amount of any Tax, or assessed valuation on which the Tax was computed or based, whether before or after payment, may be made by Tenant in the name of Landlord or of Tenant, or both, as Tenant will determine.

7.4 Evidence of Payment. Promptly after payment, Tenant will provide Landlord with evidence reasonably satisfactory to Landlord that all Taxes required to be paid by Tenant have been paid.

7.5 Personal-Property Taxes. Tenant must pay before delinquency all taxes assessed against and levied on improvements, fixtures, furnishings, equipment, and all other personal property of Tenant contained in the Premises, and when possible Tenant must cause said improvements, fixtures, furnishings, equipment, and other personal property to be assessed and billed separately from the real property of Landlord.

7.6 Utilities and Services. Tenant will pay, directly to the appropriate supplier, for all water, sanitary sewer, storm sewer, gas, electric, telephone, internet, cable, garbage pickup, and all other utilities and services used by Tenant on the Premises as they become due, together with

any taxes thereon, from and after the Commencement Date. Tenant is required to maintain the following utility services during the Term: water, sanitary sewer, storm sewer, gas, electric, and garbage pickup. All other utilities may be maintained or discontinued at Tenant's discretion.

Article 8

INSURANCE

8.1 Property Insurance. Tenant, at its cost and expense, will keep all Improvements insured against loss or damage by property insurance written on the standard Insurance Services Office (ISO) "special-form" policy, or its nearest equivalent in use at the time. Tenant will obtain endorsements to its special-form policy to maintain the following types of coverage to the extent required by Landlord and available at commercially reasonable rates: (a) flood, (b) earthquake, (c) business interruption, and (d) indirect loss.. The property insurance must cover the full replacement value of the Improvements (excluding foundation and excavation cost), and require that all losses are payable to Landlord and Tenant as their interests may appear. Any loss adjustment must require written consent of both parties, which will not be unreasonably withheld, conditioned, or delayed. The amount of the insurance policy will be increased from time to time as the full replacement value of the Improvements increases.

8.2 Liability Insurance. Tenant, at its cost and expense, will maintain commercial general liability insurance covering the Premises, the Improvements, and the conduct or operation of its business with limits of loss of at least \$2 million combined single-limit coverage for personal injury and property damage. The insurance policy must be primary to any insurance available to Landlord, contain a severability-of-interest or cross-liability clause, include contractual-liability coverage for Tenant's indemnification obligations contained in this Lease, and name Landlord as an additional insured. Landlord has the right from time to time to increase the amount of liability insurance required under this Lease based on then-current market conditions for properties comparable to the Premises.

8.3 Additional Requirements. Tenant's insurance carriers must be reputable insurance companies reasonably acceptable to Landlord, licensed to do business in the State of Oregon, and have a minimum A-VIII rating as determined by the then-current edition of *Best's Insurance Reports* published by A.M. Best Co. Tenant will provide Landlord with certificates of insurance concurrently with the execution of this Lease and upon each renewal thereafter to establish that Tenant's insurance obligations have been met and that the policies are not subject to cancellation or material change without at least 30 calendar days advance written notice to Landlord; provided, however, that Landlord reserves the right to inspect and require full copies of all insurance policies to be provided to Landlord.

Article 9

RELEASE AND INDEMNIFICATION

9.1 Release. Tenant is and will be in exclusive control of the Premises and the Improvements, and Landlord will not in any event whatsoever be liable for any injury or damage to any property or to any person happening on, in, or about the Premises or the Improvements, or any injury or damage to the Premises or the Improvements or to any property, whether belonging to Tenant or to any other person, caused by any fire, breakage, leakage, defect, or bad condition on any part of the Premises or the Improvements, or from steam, gas, electricity, water, rain, or snow that may leak into, issue, or flow from any part of the Premises or the Improvements from the drains, pipes, or plumbing work of the same, or from the street, subsurface, or any place or quarter, or because of the use, misuse, or abuse of all or any of the Improvements, or from any kind of injury that may arise from any other cause whatsoever on the Premises or in or on the

Improvements, including defects in construction of the Improvements, latent or otherwise; and Tenant hereby releases Landlord from and against any and all liabilities resulting from any such injuries and damages. Landlord acknowledges that it remains responsible for liability to any third party to the extent that the liability arises from Landlord's gross negligence or willful misconduct.

9.2 Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all liabilities, obligations, damages, fines, penalties, claims, costs, charges, and expenses (including, without limitation, reasonable attorney fees and costs at trial and on appeal; environmental response and remedial costs; environmental consultant and laboratory fees; and natural resource damages) that may be imposed on or incurred by or asserted against Landlord by reason of any of the following occurrences during the Term:

- (a) Any work or thing done in, on, or about all or any part of the Premises or the Improvements by Tenant or any party other than Landlord;
- (b) Any use, nonuse, possession, occupation, condition, operation, maintenance, or management of all or any part of the Premises or the Improvements or any adjacent alley, sidewalk, curb, vault, passageway, or space;
- (c) Any negligence on the part of Tenant or any of its agents, contractors, servants, employees, subtenants, licensees, or invitees;
- (d) Any accident, injury, or damage to any person or property occurring in, on, or about the Premises or the Improvements, even if caused in part by the negligence of Landlord, but only up to the limits of Tenant's liability insurance coverage with respect to any such negligence of Landlord; and
- (e) Any failure of Tenant to comply with or to perform any covenant, agreement, term, provision, condition, or limitation that this Lease requires Tenant to comply with or to perform, including without limitation Tenant's compliance with the Legal Requirements and the release of Hazardous Substances in violation of Environmental Laws.

Article 10

LIENS

10.1 No Liens. Tenant will not suffer or permit any construction liens to attach to or be filed against any part the Premises or the Improvements by reason of any work, labor, services, or materials done for, or supplied to, or claimed to have been done for or supplied to, Tenant or any person occupying or holding an interest in any part of the Premises or the Improvements. If any such lien is filed against any portion of the Premises or the Improvements, Tenant will cause the same to be discharged of record within 15 calendar days after the date of its filing by payment, deposit, or bond.

10.2 Landlord Right to Post Notices. Landlord will have the right to post and keep posted at all reasonable times on the Premises and the Improvements notices of nonresponsibility and any other notices that Landlord desires or is required to post for the protection of Landlord's interest in the Premises and the Improvements from any such lien.

10.3 No Right to Lien Landlord's Interest. Nothing in this Lease may be deemed to be, or be construed in any way as constituting, the consent or request of Landlord, express or implied, by inference or otherwise, to any person, firm, or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration, or repair of or to the Premises or to the Improvements, or as giving Tenant any right, power, or authority to contract for or permit the rendering of any services or the furnishing of any materials that

might in any way give rise to the right to file any lien against Landlord's interest in the Premises or against Landlord's interest, if any, in the Improvements. Tenant is not an agent for Landlord.

Article 11

REPAIRS AND MAINTENANCE

11.1 Tenant Obligation. Tenant must maintain, repair, and replace the Premises and the Improvements and keep the Premises in the same condition it is in on the Commencement Date (minus normal wear and tear). The Tenant shall keep the Premises in a clean and attractive condition, and in good condition and repair, throughout the entire Term. Tenant's obligations extend to both structural and nonstructural items and to all maintenance, repair, and replacement work. Tenant must bring the current structures on the Premises up to a clean and attractive condition, and in good condition and repair, within six months of the Commencement Date. The Landlord shall have the right to inspect to ensure compliance with this section pursuant to Article 13.

11.2 Landlord Obligation. Landlord is not required to furnish to Tenant, the Premises, or the Improvements or any facilities, utilities, or services of any kind whatsoever during the Term, such as, but not limited to, water, sanitary sewer, storm sewer, gas, electric, telephone, cable, garbage pickup, or any other utilities or services used by Tenant. Landlord is not required to make any alterations, rebuildings, replacements, changes, additions, improvements, or repairs to any portion of the Premises or the Improvements during the Term except as set forth in Exhibit B.

11.3 Limited Assignment of Rights. Landlord assigns to Tenant, without recourse, any rights that Landlord may have against any parties causing damage to the Improvements on the Premises to sue for and recover amounts expended by Tenant as a result of the damage.

Article 12

SIGNAGE

12.1 Signage. Tenant is permitted to install signage on the Premises and the Improvements as long as Tenant complies with all applicable Legal Requirements.

Article 13

INSPECTION AND ACCESS

Tenant will permit Landlord or its authorized representative to enter the Premises and the Improvements at all reasonable times during normal business hours for purposes of inspecting them for compliance with the terms of this Lease and making any repairs or performing any work that Tenant has neglected or refused to make in accordance with the terms of this Lease. Nothing in this Lease implies any duty or obligation, however, on Landlord's part to make such inspections or perform such work (including, but not limited to, repairs and other restoration work made necessary because of any fire or other casualty or partial condemnation, irrespective of the sufficiency or availability of any property or other insurance proceeds, or any award in condemnation, that may be payable). Landlord's performance of any work will not constitute a waiver of Tenant's default in failing to perform the same.

Article 14

DAMAGE AND DESTRUCTION

If the Premises or any Improvements on the Premises are damaged or destroyed by fire or other casualty, Rent will not abate and Tenant must (a) promptly restore the damaged Improvements to substantially the same condition existing before the casualty, or (b) promptly remove all damaged Improvements (including foundations) and leave the Premises in a clean, attractive, and safe condition. The proceeds available from Tenant's property insurance policy

(the “Proceeds”) must be used for restoring or removing the damaged Improvements as provided above, and any Proceeds not used for such restoration or removal will be delivered to Tenant. If the Proceeds are not sufficient for Tenant to restore or remove the damaged Improvements, Tenant must pay the difference.

Article 15 CONDEMNATION

15.1 Total Taking. If all the Premises and the Improvements are taken or condemned by right of eminent domain or by purchase in lieu of condemnation (a “Taking”), or if in Tenant’s reasonable judgment the Taking of any portion of the Premises or the Improvements renders the portion remaining insufficient and unsuitable to permit the restoration of the Improvements following the Taking, then Tenant may terminate this Lease by providing written notice thereof to Landlord within 30 calendar days after Tenant is notified of the Taking, in which case the Lease will cease and terminate (except those provisions intended to survive the expiration or termination of the Lease) as of the date on which the condemning authority takes possession (any Taking in this section being called a “Total Taking”) and the Rent will be apportioned and paid to the date of the Total Taking.

Article 16 ASSIGNMENT AND SUBLETTING

16.1 Limitations on Transfers. Tenant must not, voluntarily or by operation of law, sell, assign, or transfer this Lease or any interest therein, sublet the Premises or any part thereof except as permitted by section 5.1, or grant any right to use the Premises, the Improvements, or any respective part thereof (each a “Transfer”) without the prior written consent of Landlord, which consent is in Landlord’s sole and absolute discretion. Any attempted Transfer without such prior written consent will be void. Landlord’s consent to a Transfer will in no event release Tenant, any assignee, or any guarantor from their respective liabilities or obligations under this Lease or any guaranty of this Lease (including any liabilities or obligations arising during the Extended Term), nor relieve Tenant from the requirement of obtaining Landlord’s prior written consent to any further Transfer. Landlord’s acceptance of Rent from any other person will not be deemed to be a waiver by Landlord of any provision of this Lease or consent to any Transfer.

If Tenant is a corporation, partnership, limited liability company, or other entity or unincorporated association, then any Transfer of this Lease by merger, consolidation, liquidation, or change in the ownership of or power to vote the majority of the ownership interest of Tenant, will constitute a Transfer for the purposes of this Article.

Tenant shall promptly notify Landlord in writing when the Tenant becomes aware that a transfer of ownership interest in Tenant of fifty percent (50%) or more is certain to occur.

16.2. Assignments Prohibited. An assignment prohibited within the meaning of section 16.1 includes, without limitation, one or more sales or transfers, direct or indirect, by operation of law or otherwise, or the creation of new stock or ownership interests, by which ownership or control of an aggregate of more than 50 percent of Tenant’s stock or ownership interests must vest in a party or parties who are non-stockholders, partners, or members, as applicable, as of the Commencement Date.

Article 17 DEFAULT

The occurrence of any one or more of the following constitutes an event of default under this Lease:

(a) Failure by Tenant to pay Rent or any other amount required to be paid by Tenant to Landlord under this Lease within 10 calendar days after written notice of such nonpayment is given to Tenant; provided, however, that Landlord is not required to give Tenant more than one such notice in any consecutive 12-month period. After giving the first such notice to Tenant during a consecutive 12-month period, Tenant will be deemed in default under this Lease for failure to pay Rent or any other amount within 10 calendar days after the same becomes due, without notice or opportunity to cure;

(b) Failure by Tenant to obtain and maintain any insurance or provide evidence of insurance as required by the terms of this Lease and such failure continues and is not remedied within 10 calendar days after written notice thereof is given to Tenant;

(c) Failure by Tenant, whether by action or inaction, to comply with any term or condition or fulfill any obligation under this Lease (other than as set forth in subsections (a) and (b) above) and such failure continues and is not remedied within 30 calendar days after written notice thereof is given to Tenant; provided, however, that if the failure is of such a nature that it cannot be cured within said 30-day period, then this provision is satisfied if Tenant begins the cure within the 30-day period and thereafter proceeds with reasonable diligence and in good faith to effect the cure within 90 calendar days after Landlord's notice is given to Tenant;

(d) Tenant becomes insolvent; Tenant makes an assignment for the benefit of creditors; Tenant files a voluntary petition in bankruptcy; Tenant is adjudged bankrupt or a receiver is appointed for Tenant's properties; the filing of any involuntary petition of bankruptcy and Tenant's failure to secure a dismissal of the petition within 75 calendar days after filing; or the attachment of or the levying of execution on the leasehold interest and Tenant's failure to secure discharge of the attachment or release of the levy of execution within 30 calendar days.

Article 18 REMEDIES

18.1 Remedies. Upon the occurrence of an event of default, Landlord may exercise any one or more of the remedies set forth in this section or any other remedy available under applicable law or contained in this Lease:

(a) Landlord may terminate this Lease by written notice to Tenant.

(b) Landlord or Landlord's agent or employee may immediately or at any time thereafter, without terminating the Lease, reenter the Premises and the Improvements either by summary eviction proceedings or by any suitable action or proceeding at law, or by force or otherwise, without being liable to indictment, prosecution, or damages, and may repossess the same, and may remove any person from the Premises and the Improvements, to the end that Landlord may have, hold, and enjoy the Premises and the Improvements. RE-ENTRY OR TAKING POSSESSION OF THE PREMISES OR THE IMPROVEMENTS BY LANDLORD WILL NOT BE CONSTRUED AS AN ELECTION ON ITS PART TO TERMINATE THIS LEASE UNLESS A WRITTEN NOTICE OF SUCH INTENTION IS GIVEN TO TENANT.

(c) Landlord may, without terminating the Lease, relet the whole or any part of the Premises and the Improvements from time to time, either in the name of Landlord or otherwise, to any persons, for any terms ending before, on, or after the expiration date of the Term, at any rentals and on any other conditions (including concessions and free rent) that Landlord determines to be appropriate. To the extent allowed under Oregon law, Landlord will have no obligation to relet all or any part of the Premises or the Improvements and will not be liable for refusing to relet the Premises or the Improvements, or, in the event of reletting, for refusing or

failing to collect any rent due on such reletting; and any action of Landlord will not operate to relieve Tenant of any liability under this Lease or otherwise affect such liability. Landlord at its option may make any physical change to the Premises or the Improvements that Landlord, in its sole discretion, considers advisable and necessary in connection with any reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting Tenant's liability.

(d) Whether or not Landlord retakes possession of or relets the Premises and the Improvements, Landlord has the right to recover its damages, including without limitation all lost rentals, all legal expenses, all costs incurred by Landlord in restoring the Premises or otherwise preparing the Premises and the Improvements for reletting, and all costs incurred by Landlord in reletting the Premises and the Improvements.

(e) To the extent permitted under Oregon law, Landlord may sue periodically for damages as they accrue without barring a later action for further damages. Landlord may in one action recover accrued damages plus damages attributable to the remaining Term equal to the difference between the Rent reserved in this Lease for the balance of the Term after the time of award and the fair rental value of the Premises and the Improvements for the same period, discounted at the time of award at a reasonable rate not to exceed 10 percent per annum. If Landlord relets the Premises and the Improvements for the period that otherwise would have constituted all or part of the unexpired portion of the Term, the amount of rent reserved on the reletting will be deemed to be the fair and reasonable rental value for the part or the whole of the Premises and the Improvements so relet during the term of the reletting.

18.2 Landlord's Self-Help Right. If Tenant at any time (a) fails to pay any Tax in accordance with the provisions of this Lease, (b) fails to make any other payment required under this Lease, or (c) fails to perform any other obligation on its part to be made or performed under this Lease, then after 10 calendar days' written notice to Tenant (or without notice in the event of an emergency) and without waiving or releasing Tenant from any obligation of Tenant contained in this Lease or from any default by Tenant and without waiving Landlord's right to take any action that is permissible under this Lease as a result of the default, Landlord may, but is under no obligation to, (i) pay any Tax or make any other payment required of Tenant under this Lease, and (ii) perform any other act on Tenant's part to be made or performed as provided in this Lease, and may enter the Premises and the Improvements for any such purpose, and take any action that may be necessary. All payments so made by Landlord and all costs and expenses incurred by Landlord, including reasonable attorney fees, in connection with the performance of any such act will constitute additional rent payable by Tenant under this Lease and must be paid to Landlord on demand.

18.3 No Waiver. No failure by Landlord to insist on the strict performance of any agreement, term, covenant, or condition of this Lease or to exercise any right or remedy consequent upon a breach, and no acceptance of full or partial Rent during the continuance of any such breach, constitutes a waiver of any such breach or of such agreement, term, covenant, or condition. No agreement, term, covenant, or condition to be performed or complied with by Tenant, and no breach by Tenant, may be waived, altered, or modified except by a written instrument executed by Landlord. No waiver of any breach will affect or alter this Lease, but each and every agreement, term, covenant, and condition of this Lease will continue in full force and effect with respect to any other then-existing or subsequent breach.

18.4 Remedies Cumulative and Nonexclusive. Each right and remedy provided for in this Lease is cumulative and is in addition to every other right or remedy provided for now or

hereafter existing at law or in equity or by statute or otherwise, and Landlord's or Tenant's exercise or beginning to exercise of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise will not preclude the simultaneous or later exercise by the party in question of any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

18.5 Remedies Procedures. Notwithstanding anything to the contrary, the provisions of ORS 105.137 shall apply to this Lease.

Article 19

RIGHT OF FIRST OFFER AND RIGHT OF FIRST REFUSAL

As long as Tenant is not in default under this Lease, Tenant will, at all times during the Term, have the right of first offer to purchase the Premises from Landlord. This right of first offer will not apply to any transfer by Landlord to any Affiliate of Landlord (an "Exempt Transfer") but will survive an Exempt Transfer. If Landlord elects to sell the Premises, after following all required steps as set forth under the Warrenton City Charter, during the Term, Landlord will not list the Premises with a broker or otherwise market the Premises for sale without first making an offer ("Landlord's Offer") to Tenant for a price and on terms and conditions acceptable to Landlord and allowing Tenant 30 days from the date Tenant receives the offer to respond. If Tenant accepts Landlord's Offer, the parties will negotiate a purchase and sale agreement. If Tenant fails to respond, then Landlord may sell the Premises to any person for such price and terms as Landlord desires without further notice to Tenant. If Tenant makes a counteroffer within the 30 days, Landlord will have the option of accepting the counteroffer at any time during the 60 days after it is delivered to Landlord. Tenant may not withdraw any counteroffer until 60 days after it is given. During that time, Landlord may market and sell the Premises to a third party, as long as the sale is for a price that is at least five percent higher than the price contained in Tenant's counteroffer.

If Landlord receives an acceptable unsolicited offer to purchase the Premises during the Term and after following all required steps as set forth under the Warrenton City Charter, then before accepting the offer Landlord will give Tenant a copy of the executed offer. When Tenant receives the offer, Tenant will have the option to purchase the Premises (or portion covered by the offer, as the case may be) at the same price and on the same terms and conditions as are contained in the offer. The option may be exercised only by notice to Landlord within 10 business days after receiving the offer, together with reasonably satisfactory evidence that Tenant is ready and able to make payment and otherwise ready to enter into a purchase and sale agreement for the Premises. If Tenant fails to timely exercise its purchase option, then Landlord may sell the Premises according to the terms of the offer to the third-party offeror.

If Landlord is unable sell the Premises to a third party within six months of (1) Tenant's failure to exercise its option with respect to a third-party offer or (2) Tenant's counteroffer to a Landlord offer, then Tenant's option rights under this Article 19 will be reinstated. As used in this Article 19, the term "sell" means actually conveying Landlord's interest in the Premises to a third party, any agreement between Landlord and a third party for a future conveyance of Landlord's interest in the Premises, or any transaction that is the substantial equivalent of such a conveyance or agreement for such a conveyance.

Article 20
SURRENDER AND HOLDOVER

20.1 Condition of Premises and Improvements. Upon expiration of the Term or earlier termination of this Lease, Tenant will deliver all keys to Landlord and surrender the Premises and the Improvements in good condition and repair and broom clean (reasonable wear and tear excepted), free and clear of all occupancies, free and clear of all subtenants and free and clear of all liens and encumbrances other than those, if any, existing on the date of this Lease or created or suffered by Landlord. Tenant's obligations under this Article will be subject to the provisions of Article 14 relating to damage or destruction.

20.2 Tenant's Property. Before the expiration or earlier termination of this Lease, Tenant will remove all furnishings, furniture, and trade fixtures that remain Tenant's property, including the personal property of all subtenants (the "Tenant's Property"). If Tenant fails to do so, at Landlord's option, (a) the failure to remove Tenant's Property will be deemed an abandonment of Tenant's Property, and Landlord may retain Tenant's Property and all rights of Tenant with respect to it will cease; or (b) by written notice given to Tenant, Landlord may elect to hold Tenant to Tenant's obligation of removal, in which case Landlord may effect the removal, transportation, and storage of Tenant's Property and Tenant will reimburse Landlord for the costs incurred in connection therewith on demand.

20.3 Holding Over. Any holding over after the expiration of the Term with the written consent of Landlord will be construed to be a tenancy from month-to-month, same Rent payable for the period immediately before the expiration of the Term and will otherwise be on the terms and conditions of this Lease. If Landlord consents to Tenant holding over, either party may thereafter terminate the tenancy at any time on 30 calendar days' advance written notice to the other party.

Any holding over after the expiration of the Term without the written consent of Landlord will be construed as a tenancy at sufferance (which Landlord may terminate at any time without notice) and Tenant will be liable for any and all damages resulting from such unauthorized holdover (including, but not limited to, any and all damages that Landlord is required to pay a new tenant for failing to timely deliver any portion of the Premises or the Improvements).

20.4 Rental Agreements with Subtenants. Upon expiration of the Term or earlier termination of this Lease, all rental agreements between Tenant and each subtenant will automatically terminate. The tenant shall turn over the names of all subtenants who have not removed their items from the property at the time of termination, however, it is up to the tenant to work on foreclosure process with the subtenants and removal of all items.

Article 21
CONDITION OF PREMISES

Tenant acknowledges that it has examined the physical condition of the Premises (including whether the Premises contains any Hazardous Substances or fails to comply with any Environmental Laws) and as a result agrees to accept the Premises in "as-is" condition, with all faults. Tenant further acknowledges that no representations or warranties regarding the condition of the Premises have been made by Landlord or any agent or person acting for Landlord.

Article 22
QUIET ENJOYMENT

On paying the Rent and adhering to all covenants, agreements, and conditions of this Lease, Tenant will have quiet enjoyment of the Premises during the Term without hindrance or disturbance by any person claiming by, through, or under Landlord, subject, however, to the Permitted Exceptions and as otherwise excepted in this Lease.

Article 23
NOTICES

22.1 Notice Parties and Means of Delivery. Any notice required or permitted by the terms of this Lease will be deemed given if delivered personally (effective upon delivery), or sent by United States registered or certified mail, postage prepaid, return receipt requested (effective upon delivery or refusal to accept delivery), and addressed as follows:

If to Landlord: Attn: City Manager
 PO BOX 250
 Warrenton, OR 97143

Attn: City Recorder
With a copy to: PO BOX 250
 Warrenton, OR 97143

Attn: NW Smart Storage (Adam Israel)
If to Tenant: PO Box 1128
 Seaside, OR 97138

Attn: NW Smart Storage (Steve Kinney)
With a copy to: 91569 George Hill Rd.
 Astoria, OR 97103

22.3 Copies of Certain Notices to Tenant. Tenant will immediately send to Landlord, in the manner prescribed in this Article, copies of all notices that Tenant receives with respect to the Premises or the Improvements from any government authority, fire regulatory agency, or similarly constituted body, and copies of its responses to those notices.

22.4 Failure to Notify of Change of Address or Refusal to Accept a Notice. Notwithstanding anything in this Article to the contrary, any notice mailed to the last-designated address of any person or party to which a notice may be or is required to be delivered pursuant to this Lease or this Article will not be deemed ineffective if actual delivery cannot be made because of a change of address of the person or party to which the notice is directed or the failure or refusal of such a person or party to accept delivery of the notice.

Article 24
MISCELLANEOUS

24.1 Survival. All agreements (including, but not limited to, indemnification agreements) set forth in this Lease, the full performance of which are not required before the expiration or earlier termination of this Lease, will survive the expiration or earlier termination of this Lease and be fully enforceable thereafter.

24.2 Invalidity. If any term or provision of this Lease or the application of the Lease to any person or circumstance is, to any extent, held to be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected, and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.

24.3 Force Majeure. If either party's performance of an obligation under this Lease (excluding a monetary obligation) is delayed or prevented in whole or in part by (a) any Legal Requirement (and not attributable to an act or omission of the party); (b) any act of God, fire, or other casualty, flood, storm, explosion, accident, epidemic, war, civil disorder, strike, or other labor difficulty; (c) shortage or failure of supply of materials, labor, fuel, power, equipment, supplies, or transportation; or (d) any other cause not reasonably within the party's control, whether or not the cause is specifically mentioned in this Lease, the party will be excused, discharged, and released of performance to the extent that such performance or obligation (excluding any monetary obligation) is so limited or prevented by the occurrence without liability of any kind.

24.4 Nonmerger. There may be no merger of this Lease, or of the leasehold estate created by this Lease, with the fee estate in the Premises by reason of the fact that this Lease, the leasehold estate created by this Lease, or any interest in this Lease, may be held, directly or indirectly, by or for the account of any person who owns the fee estate in the Premises or any interest in such fee estate. No merger will occur unless and until all persons having an interest in the fee estate in the Premises and all persons having an interest in this Lease, or in the leasehold estate created by this Lease, join in a written instrument effecting the merger and duly record the same.

24.5 Entire Agreement; Counterparts. This Lease contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended, or terminated only by an instrument in writing executed by the parties. Tenant and Landlord mutually acknowledge and agree that there are no verbal agreements or other representations, warranties, or understandings affecting this Lease. This Lease may be executed in any number of counterparts, including by electronic signatures, each of which will constitute an original, but all of which will constitute one Lease.

24.6 Applicable Law. This Lease will be governed by, and construed in accordance with, the laws of the State of Oregon.

24.7 Brokerage. Landlord and Tenant represent to each other that they have not employed any brokers in negotiating and consummating the transaction set forth in this Lease, but have negotiated directly with each other.

24.8 Binding Effect. The covenants and agreements contained in this Lease are binding on and inure to the benefit of Landlord, Tenant, and their respective successors and assigns.

24.9 Recordation of Lease. Tenant may elect that a copy of this Lease or a memorandum of it, executed and acknowledged by both parties, be recorded in the public records of Clatsop County, Oregon. Tenant will pay the recording costs.

24.10 Time Is of the Essence. Time is of the essence as to the performance of all the covenants, conditions, and agreements of this Lease.

24.11 Interpretation. In interpreting this Lease in its entirety, the printed provisions of this Lease and any additions written or typed thereon must be given equal weight, and there must be no inference, by operation of law or otherwise, that any provision of this Lease may be

construed against either party hereto. Landlord and Tenant acknowledge that they and their counsel have reviewed and revised this Lease and that any otherwise applicable rule of construction or any other presumption to the effect that any ambiguities are to be resolved against the drafting party will not be used in the interpretation of this Lease or any exhibit or amendment hereto.

24.12 Headings, Captions, and References. The headings and captions contained in this Lease are for convenience only and do not in any way define, describe, limit, or amplify the scope or intent of this lease or any term or provision in it. The use of the term "Herein" refers to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of a masculine or neuter gender in this Lease includes the masculine, feminine, and neuter genders and the singular form includes the plural when the context so requires.

24.13 Relationship of Parties. Nothing contained in this Lease is to be deemed or construed, either by the parties to this Lease or by any third party, to create the relationship of principal and agent or to create any partnership, joint venture, or other association between Landlord and Tenant.

IN WITNESS WHEREOF, Tenant and Landlord have caused this Lease to be executed by their duly authorized representatives as of the day and year first written above.

LANDLORD:

/s/ [Signature],
a(n) _____

By: _____
Name: Henry A. Bleszke III
Title: Mayor

TENANT:

/s/ [Signature],
a(n) _____

By: _____
Name: ADAM ISRAEL
Title: Managing member

Tenant:
[Signature]

Steve Kinnear
Managing member

**EXHIBIT A
PROPERTY**

Exhibit A

Beginning at the southwest corner of Lot 15, Block 24, in the plat of FIRST EXTENSION OF EAST WARRENTON, County of Clatsop, State of Oregon; thence, South 82° 59'E along a line parallel with and 40 feet right angle distance north of the south boundary of Railroad Avenue 312.43 feet to an intersection with the southerly projection of the east boundary of Lot 11, Block 25, FIRST EXTENSION OF EAST WARRENTON; thence N00° 11' W 38.0 feet; thence S88° 12' W 60.00 feet; thence N36° 51' W 67.0 feet; thence N22° 35' W 41.0 feet; thence N16° 26' W 29.0 feet; thence N28° 11' W 30.5 feet; N84° 38' W 32.5 feet; thence S61° 44' W 26.0 feet; thence S52° 11' W 19.5 feet; thence S63° 07' W 29.0 feet; thence N89° 18' W 75.3 feet; to the west boundary of Lot 2, said Block 24; thence S00° 11' E along the west boundary of said Lots 2 and 15 a distance of 110.7 feet to the point of beginning; containing 31,900 square feet} more or less.

EXHIBIT OF LEASE SITE IN FIRST EXT. OF EAST WARRENTON

DATE: 9/1/93

SCALE: 1"=50'

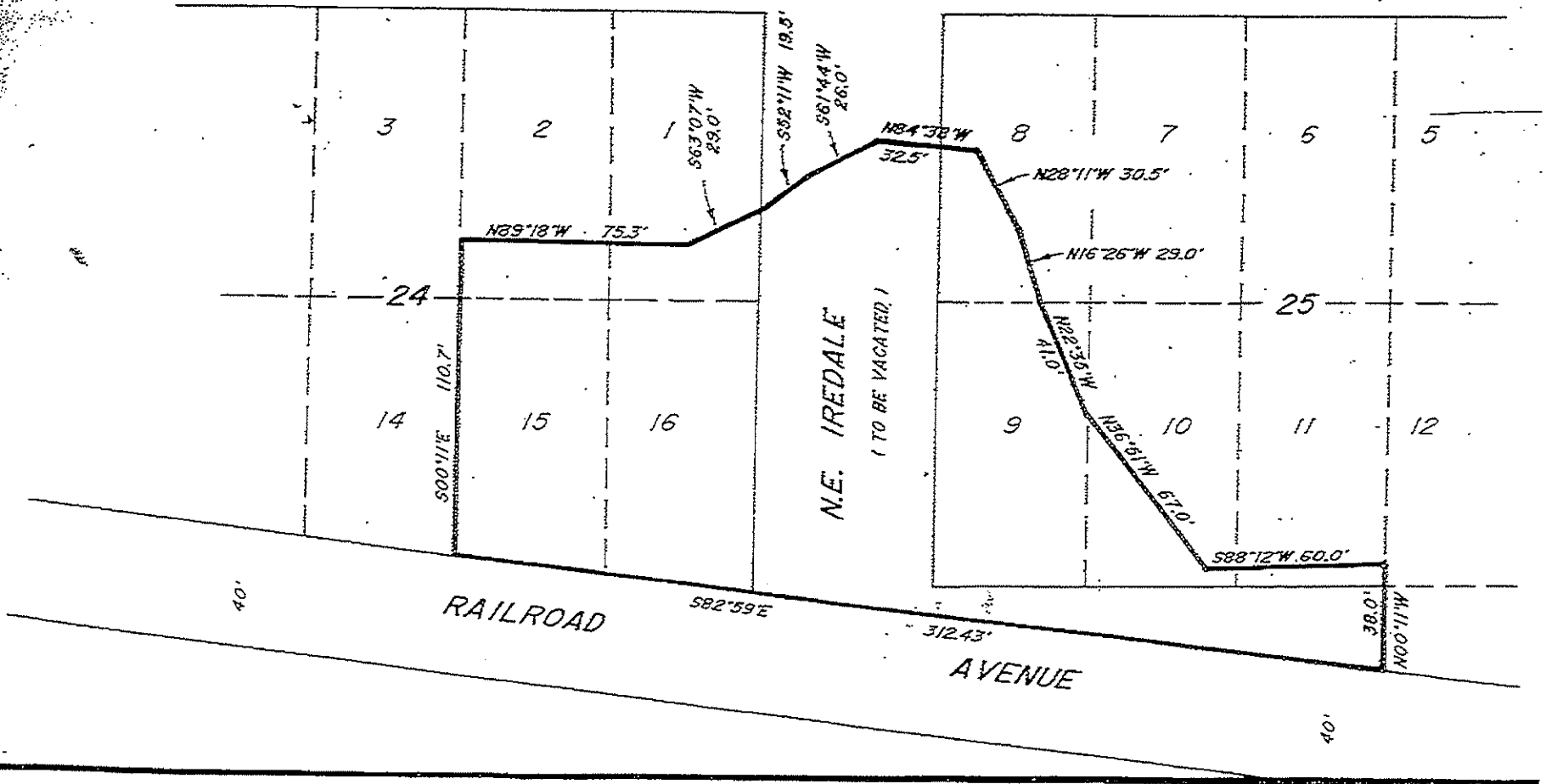


EXHIBIT B
LANDLORD IMPROVEMENTS

Landlord agrees to complete the following improvements at Landlord's expense within three (3) months after Tenant takes delivery of the possession of the Premises:

1. Replace up to 7 of the damaged or failing rollup doors on the external storage units.
2. Repair or replace 15' of insulation inside far west building, fixing the remainder of the insulation in place. (Already completed September 2024).
3. In cooperation with Tenant, fix sheet metal on far east building.
4. Replace all gutters that are missing or damaged.
5. The City will replace the west side door on the building that has two entrance and exit doors.

EXHIBIT C TENANT IMPROVEMENTS

Tenant agrees to complete the following improvements at Tenant's expense within 5 months after Tenant takes delivery of the possession:

1. Install new gates.
2. Install new security system.
3. Replace up to 10-15 doors on external units
4. Secure sides of Property (fencing catching back corners of buildings).
5. Fix leak in the far west building.
6. Add new locks on all doors.
7. Perform pest control.
8. Paint front of buildings where needed.
9. Clean out gutters.
10. Clean and spruce up courtyard including adding more gravel.
11. Add more lighting in courtyard.

EXHIBIT D
LANLORD RULES AND REGULATIONS FOR PREMISES

1. Boat storage is permitted in courtyard of Premises only.
2. No use of City right of way other than temporary parking.
3. No living or residing allowed on Premises, including in storage units.
4. The following are prohibited on the Premises, including storage units: guns.
5. No storage of food allowed on premises or in any units to avoid pest issues.



City Commission Agenda Memo

Meeting Date: September 23, 2025
From: Esther Moberg, City Manager
Subject: Consideration of November 11 and December 23rd City Commission Meetings

Summary:

November 11th is a holiday in observance of Veterans day and staff will not be available to support the City Commission meeting (City Hall will be closed).

December 23rd is the day before Christmas Eve, traditionally the commission does not hold a meeting when it falls on or near the holidays.

Recommendation/Suggested Motion:

I move to cancel the November 11th, and December 23rd City Commission meetings.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

N/A

Attachments:

None

Approved by City Manager: 