



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING

February 13, 2024 – 6:00 P.M.

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

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Public Meetings will also be audio and video live streamed. Go to <https://www.warrentonoregon.us/administration/page/public-meeting-zoom-access> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 1.23.24
- B. Monthly Finance Department Report – December 2023
- C. Liquor License Application – The Hideaway Cafe & Bar
- D. Community Center Advisory Board Meeting Minutes – 11.16.23
- E. 2023 Marina Accomplishments
- F. Marina Advisory Committee Meeting Minutes – 9.18.23
- G. Marina Advisory Committee Meeting Minutes – 10.16.23
- H. Marina Advisory Committee Meeting Minutes – 11.20.23
- I. Marina Advisory Committee Meeting Minutes – 12.18.23
- J. Library Advisory Board Meeting Minutes – 9.13.23

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be

submitted by email to the City Recorder, at [cityrecorder@warrentonoregon.us](mailto:cityrecorder@warrentonoregon.us), no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – None

7. **BUSINESS ITEMS**

- A. Consideration of Updated Proposal for Marina RV Resort – Seth Hague
- B. Consideration of Emergency Warrenton Marina Work – E Dock Piles
- C. Consideration of Noise Variance – Possible After Hours Marina Work
- D. Consideration of Utility Easement – Roby’s Furniture & Appliance
- E. Consideration of Letter of Support – NOAA Grant
- F. Consideration of Resolution No. 2666; Updating the Order of Business for City Commission Regular Meetings

8. **DISCUSSION ITEMS** - None

9. **GOOD OF THE ORDER**

10. **EXECUTIVE SESSION**

11. **ADJOURNMENT**

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

MINUTES  
 Warrenton City Commission  
 January 23, 2024  
 6:00 p.m.  
 Warrenton City Hall - Commission Chambers  
 225 S. Main  
 Warrenton, OR 97146

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

Commissioners Present: Mayor Henry Balensifer, Paul Mitchell, Tom Dyer, and Gerald Poe

Excused: Mark Baldwin

Staff Present: City Manager Esther Moberg, Police Chief Mathew Workman, Finance Director Jessica Barrett, Fire Chief Brian Alsbury, and City Recorder Dawne Shaw

Mayor Balensifer added item 3J to the consent calendar. There were no objections.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.09.24
- B. Police Department Monthly Report – December 2023
- C. Police Department Statistics Review - 2023
- D. Warrenton Community Library Collection Development Policy
- E. Warrenton Community Library Request for Reconsideration Form
- F. Monthly Finance Report – November 2023
- G. Cybersecurity Policy
- H. City Annual Report – 2023
- I. Fire Department Year End Report – 2023
- J. Oregon State Fire Marshal Engine Grant

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

**Poe – aye; Mitchell – aye; Balensifer – aye; Dyer - aye**

COMMISSIONER REPORTS

Commissioner Mitchell discussed the CEDR meeting he attended and noted some concerning topics that were discussed. He noted an upcoming meeting regarding the state's commitment to reserve land for the spotted owl. Commissioner Mitchell discussed other issues affecting the community. Mayor Balensifer noted that in the past, the commission has submitted letters of opposition to the Habitat Conservation Plan. There was unanimous consent to continue submitting letters of opposition.

PUBLIC COMMENT – None

PUBLIC HEARINGS - None

BUSINESS ITEMS

Paul Nielson of Isler CPA presented the city audit results for fiscal year 2023. He noted that he will be retiring on May 31<sup>st</sup>. He noted that there were no significant findings or difficulties with the audit. He discussed the process that took place to prepare the audit. Mayor Balensifer asked for the record if the recommended number of days left in the fund balance is 90 days; Mr. Nielson confirmed.

City Manager Moberg stated the Fowlers have updated their Request for Expression of Interest (RFEI) plan for the leased portion at the Hammond Marina. The Fowlers and Roger Mitchell discussed their RFEI for the bait shop. There was discussion on traffic flow. Mr. Fowler discussed having the building remain in operation while the new building is being constructed. Mayor Balensifer noted having a traffic plan would be helpful. After discussion, it was noted construction could potentially begin in 6 months and go through the winter months. There was unanimous consensus to “greenlight” the concept, but the commission would like to see something more solid. Discussion continued. Mayor Balensifer suggested a work session with the Marina Advisory Committee. There was unanimous consent to move forward with the work session.

Fire Chief Brian Alsbury discussed a contract for the purchase of a Ford F350 utility vehicle. Chief Alsbury noted that due to the vehicle shortage, they have not been able to get government contract pricing. He noted that Astoria Ford was able to outbid two other vendors. Mayor Balensifer clarified that the standard process the city goes through did not have vehicle allocations available to utilize; Chief Alsbury confirmed.

**Commissioner Dyer made the motion to authorize the signing of the Goods and Services contract with Astoria Ford to purchase a 2024 Ford F350 utility truck. Motion was seconded and passed unanimously.**

**Poe – aye; Mitchell – aye; Balensifer – aye; Dyer - aye**

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Mitchell commended the hard work of city staff to respond during the recent storm.

Mayor Balensifer noted it may be worthwhile to do a waterborne inspection of city levies and revetments. He noted he has heard that damage looks different at the water level versus the land level.

At 6:36pm, Mayor Balensifer recessed the meeting to convene the Urban Renewal Agency meeting.

At 6:57 pm, Mayor Balensifer reconvened the regular meeting and stated the Commission will

MINUTES

Warrenton City Commission

Regular Meeting 1.23.2024

Page: 2 of 3

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 negotiate real property transactions.*

There being no further business, Mayor Balensifer adjourned the meeting at 7:19 p.m.

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

APPROVED:

ATTEST:

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Henry A. Balensifer III, Mayor

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Dawne Shaw, CMC, City Recorder

DRAFT

Volume 17, Issue 6

Monthly Finance Report  
December 2023

February 13, 2024

**Economic Indicators**

|                       | Current | 1 year ago |
|-----------------------|---------|------------|
| ◆ Interest Rates:     |         |            |
| LGIP :                | 5.00%   | 3.04%      |
| Prime Rate:           | 8.50%   | 7.50%      |
| ◆ CPI-U change:       | 3.4%    | 6.5%       |
| ◆ Unemployment Rates: |         |            |
| Clatsop County:       | 3.7%    | 4.8%       |
| Oregon:               | 3.7%    | 4.8%       |
| U.S.:                 | 3.7%    | 3.5%       |

**Department Statistics**

|                              |       |
|------------------------------|-------|
| ◆ Utility Bills mailed       | 3,233 |
| ◆ New Service Connections    | 3     |
| ◆ Reminder Letters           | 343   |
| ◆ Door Hangers               | 84    |
| ◆ Water Service Discontinued | 16    |
| ◆ Counter payments           | 360   |
| ◆ Mail payments              | 935   |
| ◆ Auto Pay Customers/pmts    | 651   |
| ◆ Online (Web) payments      | 1,503 |
| ◆ Checks issued              | 340   |

**Current and Pending Projects**

- ◆ Staffing for vacant position
- ◆ HR & ESS module implementation
- ◆ 2024-2025 Capital Improvement Program (Work session April 9, 2024)
- ◆ 2024-2025 Budget Preparation (Budget Committee Meeting May 18th, 2024)

**Financial Narrative as of December 31, 2023**

**Note:** Revenues and expenses should track at 6/12 or 50% of the budget.

**General Fund:** Year to date revenues amount to \$3,424,467, which is 54.4% of the budget, compared to the prior year amount of \$3,032,457, which was 53.3% of the budget and are up by \$392,010. Increases are shown in property tax, franchise fees, city franchise fees, transient room tax, state revenue sharing, municipal court, miscellaneous, interest, leases, food post receipts, and transfers from other funds and are offset by decreases in, planning fees, police charges, fire charges, park charges housing rehab loan payments and proceeds from sale of assets.

Expenses year to date amount to \$2,343,346, which is 46% of the budget, compared to the prior year amount of \$3,254,134, which was 48.4% of the budget. All departments are tracking at or under budget except for Admin/Comm/Finance due to timing of quarterly insurance payment.

**WBL:** Business license revenue amounts to \$85,487, compared to \$81,473 at this time last year, a difference of \$4,014. Year to date licenses issued is 717 compared to 731 at this time last year.

**Building Department:** Permit revenues this month amount to \$3,376 and \$64,888 year to date, which is 24.21% of the budgeted amount. Last year to date permit revenue was \$157,539, 51.6% of the budget.

**State Tax Street:** State gas taxes received this month amount to \$45,055 for fuel sold in November and \$205,974 year to date. City fuels taxes received this month amount to \$31,984 for fuel sold in October and are \$140,178 year to date. Total gas taxes received year to date are \$346,152 compared to \$348,190 at this time last year.

**Warrenton Marina:** Total revenues to date are \$659,085, 88.1% of the budgeted amount, compared to the prior year amount of \$620,199, which was 86.5% of the budgeted amount. There is \$59,533.62 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$431,450, 102.9% of the budgeted amount, compared to the prior year amount of \$392,427, which was 102.1% of the budgeted amount. There is \$2,457.39 in moorage receivables outstanding.

Of the total outstanding receivables:

\$24,182 (39.0%) is current,

\$4,110 (6.7%) is 30-60 days past due,

\$2,188 (3.5%) is 60-90 days past due and

\$31,511 (50.8%) is over 90 days past due.

**Water Fund:** Utility fees charged this month are \$169,756 and \$90,238, and

\$1,455,124 and \$961,515 year to date for in-city and out-city respectively and totals \$2,416,639 and is 58.0% of the budget. Last year at this time, year to date fees were \$1,430,858 and \$1,006,730, for in-city and out-city, respectively and totaled \$2,437,588.

**Sewer Fund:** Utility fees charged this month are \$239,288 and \$1,516,260 year to date, which is 55.3% of the budget. Last year at this time, year to date fees were \$1,366,665. Shoreline Sanitary fees year to date are \$73,263. Total revenues year to date are \$1,860,088 compared to \$1,529,959 at this time last year.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$47,862 and \$303,130 year to date and is 55.3% of the budget. Last year to date revenues were \$271,106 which was 50.3% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$92,077 and \$20,274, and \$564,930 and \$121,169, year to date, and are 53.3% and 49% of the budget respectively.

**Community Center Fund:** Rental revenue year to date is \$27,448 and is 137.2% of the budget. Last year to date revenue was \$13,677, which was 97.7% of the budget. The annual Breakfast with Santa event brought in \$3,230 for the Center. The increase in revenue is due to a long term renter that has been renting weekly for three days per week.

**Financial data as of December 31, 2023**

|                        | General Fund  |              |           |             |                                  |
|------------------------|---------------|--------------|-----------|-------------|----------------------------------|
|                        | Current Month | Year to Date | Budget    | % of Budget |                                  |
| Beginning Fund Balance | 2,567,276     | 2,192,384    | 1,400,000 | 156.60      |                                  |
| Plus: Revenues         | 389,737       | 3,424,467    | 6,292,794 | 54.42       | (see details of revenue, page 4) |
| Less: Expenditures     |               |              |           |             |                                  |
| Municipal Court        | 14,717        | 79,859       | 195,278   | 40.90       |                                  |
| Admin/Comm/Fin(ACF)    | 227,422       | 877,056      | 1,496,499 | 58.61       |                                  |
| Planning               | 18,587        | 140,524      | 445,507   | 31.54       |                                  |
| Police                 | 158,483       | 1,115,809    | 2,331,713 | 47.85       |                                  |
| Fire                   | 150,344       | 521,361      | 1,149,355 | 45.36       |                                  |
| Parks                  | 12,914        | 87,705       | 237,467   | 36.93       |                                  |
| Transfers              | 11,829        | 431,820      | 871,641   | 49.54       |                                  |
| Total Expenditures     | 594,296       | 3,254,134    | 6,727,460 | 48.37       |                                  |
| Ending Fund Balance    | 2,362,717     | 2,362,717    | 965,334   | 244.76      |                                  |

|                        | WBL           |              |         |             | Building Department |              |         |             |
|------------------------|---------------|--------------|---------|-------------|---------------------|--------------|---------|-------------|
|                        | Current Month | Year to Date | Budget  | % of Budget | Current Month       | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 155,149       | 114,568      | 109,000 | 105.11      | 536,480             | 579,592      | 620,000 | 93.48       |
| Plus: Revenues         | 1,078         | 85,487       | 87,800  | 97.37       | 5,652               | 82,217       | 282,998 | 29.05       |
| Less: Expenditures     | 6,207         | 50,035       | 67,981  | 73.60       | 21,612              | 141,289      | 521,845 | 27.07       |
| Ending Fund Balance    | 150,020       | 150,020      | 128,819 | 116.46      | 520,520             | 520,520      | 381,153 | 136.56      |

|                        | State Tax Street |              |           |             | Warrenton Marina |              |         |             |
|------------------------|------------------|--------------|-----------|-------------|------------------|--------------|---------|-------------|
|                        | Current Month    | Year to Date | Budget    | % of Budget | Current Month    | Year to Date | Budget  | % of Budget |
| Beginning Fund Balance | 3,004,764        | 3,222,554    | 3,000,000 | 107.42      | 707,273          | 353,642      | 330,000 | 107.16      |
| Plus: Revenues         | 90,450           | 509,009      | 4,793,347 | 10.62       | 32,287           | 659,085      | 747,995 | 88.11       |
| Less: Expenditures     | 186,446          | 822,795      | 6,829,022 | 12.05       | 99,380           | 368,547      | 866,310 | 42.54       |
| Ending Fund Balance    | 2,908,768        | 2,908,768    | 964,325   | 301.64      | 640,180          | 644,180      | 211,685 | 304.31      |

**Financial data as of December 31, 2023, continued**

|                        | Hammond Marina |                |                |               | Water Fund       |                  |                  |               |
|------------------------|----------------|----------------|----------------|---------------|------------------|------------------|------------------|---------------|
|                        | Current Month  | Year to Date   | Budget         | % of Budget   | Current Month    | Year to Date     | Budget           | % of Budget   |
| Beginning Fund Balance | 516,114        | 269,706        | 240,000        | 112.38        | 2,870,417        | 1,608,654        | 1,400,000        | 114.90        |
| Plus: Revenues         | 16,545         | 419,166        | 419,161        | 100.00        | 359,631          | 2,371,214        | 7,075,602        | 33.51         |
| Less: Expenditures     | 23,438         | 179,651        | 545,445        | 32.94         | 164,395          | 914,215          | 7,330,014        | 12.47         |
| Ending Fund Balance    | <u>509,221</u> | <u>509,221</u> | <u>113,716</u> | <u>447.80</u> | <u>3,065,653</u> | <u>3,065,653</u> | <u>1,145,588</u> | <u>267.61</u> |

|                        | Sewer Fund       |                  |                  |               | Storm Sewer      |                  |                |               |
|------------------------|------------------|------------------|------------------|---------------|------------------|------------------|----------------|---------------|
|                        | Current Month    | Year to Date     | Budget           | % of Budget   | Current Month    | Year to Date     | Budget         | % of Budget   |
| Beginning Fund Balance | 4,025,086        | 3,430,433        | 2,900,000        | 118.29        | 2,184,389        | 2,012,233        | 1,680,000      | 119.78        |
| Plus: Revenues         | 300,754          | 1,570,974        | 3,065,029        | 51.25         | 59,007           | 296,208          | 883,340        | 33.53         |
| Less: Expenditures     | 136,148          | 811,715          | 4,410,805        | 18.40         | 18,357           | 83,402           | 2,003,002      | 4.16          |
| Ending Fund Balance    | <u>4,189,692</u> | <u>4,189,692</u> | <u>1,554,224</u> | <u>269.57</u> | <u>2,225,039</u> | <u>2,225,039</u> | <u>560,338</u> | <u>397.09</u> |

|                        | Sanitation Fund |                |                |               | Community Center |               |               |               |
|------------------------|-----------------|----------------|----------------|---------------|------------------|---------------|---------------|---------------|
|                        | Current Month   | Year to Date   | Budget         | % of Budget   | Current Month    | Year to Date  | Budget        | % of Budget   |
| Beginning Fund Balance | 642,198         | 568,673        | 445,000        | 127.79        | 45,491           | 35,232        | 30,000        | 117.44        |
| Plus: Revenues         | 116,454         | 591,432        | 1,322,595      | 44.72         | 3,733            | 20,647        | 25,950        | 79.56         |
| Less: Expenditures     | 40,839          | 442,292        | 1,503,237      | 29.42         | 1,546            | 8,201         | 34,532        | 23.75         |
| Ending Fund Balance    | <u>717,813</u>  | <u>717,813</u> | <u>264,358</u> | <u>271.53</u> | <u>47,678</u>    | <u>47,678</u> | <u>21,418</u> | <u>222.61</u> |

|                        | Library        |                |                |               | Warrenton Urban Renewal Agency<br>Capital Projects Fund |              |                |             |
|------------------------|----------------|----------------|----------------|---------------|---|--------------|----------------|-------------|
|                        | Current Month  | Year to Date   | Budget         | % of Budget   | Current Month   | Year to Date | Budget         | % of Budget |
| Beginning Fund Balance | 137,646        | 210,291        | 185,000        | 113.67        | 8,112   | 7,970        | 6,100          | 130.66      |
| Plus: Revenues         | 218,644        | 241,965        | 276,280        | 87.58         | 143,475   | 206,026      | 5,184,828      | 3.97        |
| Less: Expenditures     | 20,436         | 116,402        | 313,323        | 37.15         | 144,683   | 207,092      | 4,371,000      | 4.74        |
| Ending Fund Balance    | <u>335,854</u> | <u>335,854</u> | <u>147,957</u> | <u>226.99</u> | <u>6,904</u>  | <u>6,904</u> | <u>819,928</u> | <u>-</u>    |

**Financial data as of December 31 2023, continued**

**(\$) Cash Balances as of December 31, 2023**

|                     |           |                  |           |                  |           |
|---------------------|-----------|------------------|-----------|------------------|-----------|
| General Fund        | 2,758,636 | Warrenton Marina | 637,467   | Storm Sewer      | 2,242,612 |
| WBL                 | 150,020   | Hammond Marina   | 492,094   | Sanitation Fund  | 663,359   |
| Building Department | 523,913   | Water Fund       | 2,710,128 | Community Center | 50,587    |
| State Tax Street    | 3,311,622 | Sewer Fund       | 3,996,673 | Library          | 325,531   |

**Warrenton Urban Renewal Agency**

|                  |           |
|------------------|-----------|
| Capital Projects | 14,525    |
| Debt Service     | 2,838,911 |

| General Fund Revenues        | Collection Frequency | Actual as a % of |                | Collections/Accruals |                  | (over) under budget |
|------------------------------|----------------------|------------------|----------------|----------------------|------------------|---------------------|
|                              |                      | 2023-2024 Budget | Current Budget | Year to date         |                  |                     |
|                              |                      |                  |                | December 2023        | December 2022    |                     |
| Property taxes-current       | AP                   | 1,347,187        | 91.37          | 1,230,905            | 1,222,284        | 116,282             |
| Property taxes-prior         | AP                   | 30,000           | 74.10          | 22,230               | 25,613           | 7,770               |
| County land sales            | A                    | -                | 0.00           | -                    | -                | -                   |
| Franchise fees               | MAQ                  | 628,000          | 40.68          | 255,485              | 212,620          | 372,515             |
| COW - franchise fees         | M                    | 331,911          | 53.23          | 176,685              | 164,797          | 155,226             |
| Transient room tax           | Q                    | 648,269          | 49.28          | 319,446              | 307,223          | 328,823             |
| Liquor licenses              | A                    | 625              | 0.00           | -                    | 25               | 625                 |
| State revenue sharing        | MQ                   | 209,754          | 31.54          | 66,158               | 63,219           | 143,596             |
| Municipal court              | M                    | 103,200          | 36.05          | 37,201               | 36,786           | 65,999              |
| Planning Fees                | I                    | 107,000          | 20.19          | 21,604               | 27,570           | 85,396              |
| Police charges               | I                    | 25,000           | 42.42          | 10,606               | 13,704           | 14,394              |
| Fire charges                 | SM, I                | 115,624          | 7.75           | 8,963                | 19,013           | 106,661             |
| Park charges                 | I                    | -                | 0.00           | 585                  | 865              | -                   |
| Housing rehab loan payments  | I                    | -                | 0.00           | -                    | 9,032            | -                   |
| Miscellaneous                | I                    | 3,000            | 432.20         | 12,966               | 11,224           | (9,966)             |
| Interest                     | M                    | 50,000           | 130.07         | 65,037               | 27,586           | (15,037)            |
| Lease receipts               | M                    | 221,913          | 52.21          | 115,864              | 113,931          | 106,049             |
| Food pod receipts            | M                    | -                | 0.00           | 15,545               | -                | (15,545)            |
| Proceeds from sale of assets | I                    | -                | 0.00           | 3,761                | 6,127            | (3,761)             |
| Donations                    | I                    | -                | 0.00           | 871                  | -                | (871)               |
| Grants                       | I                    | -                | 0.00           | -                    | -                | -                   |
| <b>Sub-total</b>             |                      | <b>3,821,483</b> | <b>61.86</b>   | <b>2,363,912</b>     | <b>2,261,619</b> | <b>1,457,571</b>    |
| Transfers from other funds   | I                    | 974,812          | 0.00           | 183,499              | 111,081          | 791,313             |
| Overhead                     | M                    | 1,496,499        | 58.61          | 877,056              | 659,757          | 619,443             |
| <b>Total revenues</b>        |                      | <b>6,292,794</b> | <b>54.42</b>   | <b>3,424,467</b>     | <b>3,032,457</b> | <b>2,868,327</b>    |

M - monthly  
 Q - quarterly  
 SM - Semi-annual in January then monthly  
 AP - As paid by taxpayer beginning in November  
 MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly  
 S - semi-annual  
 I - intermittently  
 MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing  
 A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2024. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.

# LIQUOR LICENSE APPLICATION

3.C

Page 1 of 4

Check the appropriate license request option:

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

Select the license type you are applying for.

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

## Full On-Premises

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

## Winery

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

## Brewery

- Primary location
- Additional locations:  2nd  3rd

## Brewery-Public House

- Primary location
- Additional locations:  2nd  3rd

## Grower Sales Privilege

- Primary location
- Additional locations:  2nd  3rd

## Distillery

- Primary location
- Additional tasting locations: (Use the DISTT form [HERE](#))

## Limited On-Premises

## Off Premises

## Warehouse

## Wholesale Malt Beverage and Wine

## LOCAL GOVERNMENT USE ONLY

### LOCAL GOVERNMENT

After providing your recommendation, return this form to the applicant **WITH** the recommendation marked below

Name of City OR County (not both)

Please make sure the name of the Local Government is printed legibly or stamped below

### Date application received:

Optional: Date Stamp Received Below

CITY OF WARRENTON  
FINANCE DEPARTMENT

JAN 24 2024

RECEIVED  
WARRENTON, OR 97146

- Recommend this license be granted
- Recommend this license be denied
- No Recommendation/Neutral

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Trade Name

# LIQUOR LICENSE APPLICATION

Page 2 of 4

## APPLICANT INFORMATION

Identify the applicants applying for the license. This is the entity (example: corporation or LLC) or individual(s) applying for the license. Please add an additional page if more space is needed.

Name of entity or individual applicant #1:

Boslar Enterprises LLC

Name of entity or individual applicant #2:

Name of entity or individual applicant #3:

Name of entity or individual applicant #4:

## BUSINESS INFORMATION

Trade Name of the Business (name customers will see):

The Hideaway Cafe & Bar

Premises street address (The physical location of the business and where the liquor license will be posted):

1140 SE Marin AVE

City:

Warrenton

Zip Code:

97146

County:

Clatsop

Business phone number:

Business email:

Business mailing address (where we will send any items by mail as described in [OAR 845-004-0065\[1\]](#)):

City:

Astoria

State:

OR

Zip Code:

97103

Does the business address currently have an OLCC liquor license?  Yes  No

Does the business address currently have an OLCC marijuana license? Yes  No

**APPLICATION CONTACT INFORMATION** – Provide the point of contact for this application. If this individual is not an applicant or licensee, the Authorized Representative Form must be completed and submitted with this application.

Application Contact Name:

Travis Boslar

Phone number:

Email:

# LIQUOR LICENSE APPLICATION

Page 3 of 4

## TERMS

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

## ATTESTATION – OWNERSHIP AND CONTROL OF THE BUSINESS AND PREMISES

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





**WARRENTON POLICE DEPARTMENT  
OFFICE MEMORANDUM**



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**TO: DAWNE SHAW, CITY RECORDER**

**FROM: MATHEW J. WORKMAN, CHIEF OF POLICE**

**DATE: JANUARY 25, 2024**

**SUBJECT: OLCC LICENSE APPLICATION**

**CC:**

---

I have reviewed the new OLCC Liquor license application for the THE HIDEAWAY CAFÉ & BAR (1140 SE Marlin Ave.) as a "New Outlet." There is no historical data for this business, and I do not find any issues with the applicant (Travis Boslar).

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

WARRENTON COMMUNITY CENTER  
Advisory Board Meeting  
November 16, 2023  
5:00 PM

Meeting Date: November 16, 2023

Call to Order: Chairman, Debbie Little, called the regular meeting to order at approximately 5:02 PM. We met in the Commissioners Chambers at City Hall.

Roll Call: Chairman, Debbie Little, Vice Chair, Penny Morris, Secretary, Carol Snell, Cindy O'Reilly and Jessica, Financial Director for the City of Warrenton. Absent and excused: Dennis O'Reilly.

Introduction of Guests: Guests: None

Public Comment: None

Penny moved to approve the minutes of the regular meeting dated October 19, 2023. The motion was seconded by Carol, minutes were approved as written.

Financial Report: It was decided to not review the financial dated June 30, 2023. DHS has renewed their options on the center for another 3 months making a total of 18 months. The rental of the center this year has been very good with the state needing the space. It was decided the staff would decide what kind of new chairs to get for the center.

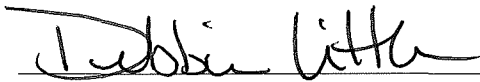
Old Business: There has been 5 donations from the community so far.

New Business:

Correspondence: None

Next Regular Meeting: January 18, 2024

It was moved and seconded to close the meeting at 5:23 PM



Debbie Little, Chairman



Carol Snell, Secretary

**2023****Marina Accomplishments****Warrenton Marina**

- Major construction on the pier involving engineering upgrades and facelift was completed significantly under budget.
- Removal and disposal of the derelict boat (Master Chris)
- Removal and disposal of the derelict sailboat (Indifference).
- Approximately 90 linear feet of the commercial E-Dock was overhauled.
- Replaced two 12”X60’ main dock piles on the commercial E-Dock.
- Replaced one 16”X60’ finger pile on the commercial E-Dock. (This was an emergency replacement)
- Painted all the guardrails leading to the gangway ramps.
- Installed new throw rings and fire extinguishers on the commercial E-dock.
- Replaced the main feed electrical junction boxes for A and B docks.
- Independent dock assessment for the inner basin is in review.
- New camera for the dumpsters and commercial parking lot.
- Annual moorage sold for 2023 was a record year; 274 sold in 2023 VS. 211 sold in 2022.
- Record number of monthly campers
- Offloaded 122,397 pounds of live crab.
- Marina entrance sign painted and new graphics.

## Hammond Marina

- Overhauled and reconfigured the gangway ramp landing docks for A and B Docks.
- A and B docks, 30' wooden gangway ramps were replaced with two 45' aluminum ramps.
- Overhauled approximately 300 linear feet of main dock and finger docks, to include new floats, substructure and deck boards.
- Electrical services for both A and B Docks were replaced with underground fed meter bases.
- Electrical feeds from the new meter bases to the docks main junction box were replaced on both A and B Dock.
- The North end of E-Dock was reconfigured, which added three extra side tie slips.
- The bank stabilization, Big River has completed the work. North Coast Engineering will monitor it.
- Staff saved a boat that was sinking. Staff could not contact the owner and made a decision to load it on the marina's spare trailer. The owner was very happy with the decision made by the marina staff to save his boat.
- New welcome sign with graphics.

## **Marina Office**

- Newly designed, Welcome brochure.
- Newly designed, user-friendly rate sheet.
- Newly designed maps for both Warrenton and Hammond marinas.
- New online reservation system.
- Improvements to annual moorage renewal.

Respectfully submitted,

Don Beck

Interim Harbor Master

Marina Foreman

MINUTES  
Marina Advisory Board  
September 18, 2023  
Warrenton City Hall – Commission Chambers  
250 S Main  
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:00 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Mike Balensifer, Lylla Gaebel, Malcolm Cotte, Bill Kerr.

Staff Present: City Manager Ester Moberg, Interim Harbormaster Don Beck, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 5.15.23 were presented by staff.

*Lylla Gaebel made a motion to approve minutes. Motion was seconded and passed unanimously.*

DISCUSSION

Chairperson Pam Ackley presented volunteer proposal; the volunteer program is still on hold until someone volunteers to run the program but the sponsorship program is approved.

Interim Harbormaster Don Beck shared updates on completed projects from FY 2022-2023 including Hammond A & B Dock gangway replacement. Don shared additional improvements that came from that project like new water lines and replacement of the electrical service.

Don Beck shared an update on the Hammond Bank Stabilization, project will be going out to bid soon and is set to begin in October.

Don Beck shared his summer report detailing all the completed dock improvements to the Warrenton and Hammond Marinas. See attached.

Don Beck shared the FY 2023-2024 revenues for July and August. See attached.

City Manager Ester Moberg is holding a Request for Expressions of Interest (RFEI) for the Hammond Marina, she shared the proposal with the committee.

Ester Moberg gave an update on the dock assessment; staff is finalizing contract and the Warrenton inner evaluation should be getting started in October. Ester Moberg also discussed the City insurance, all docks are covered for liability but some docks may not be covered for full replacement value. She is working the City's Insurance and looking into options.


Ester Moberg gave an update on the Harbormaster position; due to budget limitations the harbormaster position will not be filled until around January. Don Beck will be interim harbormaster until a decision is made about whether to hire within or publicly.

The next Marina Advisory meeting is set for October 16, 2023 at 2pm at the Warrenton Commission Chambers. There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 2:55 p.m. Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:

  
Don Beck, Interim Harbormaster

APPROVED:

  
Pam Ackley (No. 13, 2023 14:23 PST)  
Pam Ackley, Marina Advisory Board Chairperson

## Summer Marina's Report

### Hammond Marina

- Staff has spent significant time on several major improvements and overhauls in preparation for Buoy 10.
- Overhauled 300LFT of main dock and finger docks, to include replacing floats, sub-structure, and decking.
- A and B docks Overhauled and reconfigured landing docks and replaced the 30' wooden ramps with 45' aluminum ramps.
- Overhead electrical services for A and B docks were replaced with underground services.
- Replaced pay station #2 because of vandalism. Insurance paid minus deductible.
- Removed bill collectors from station #2 and #3. All stations are now card only.
- One boat sank on C dock, it was recovered and removed the same day it was reported. The owner did not put the second plug in.
- Saved one boat from sinking. Staff noticed a boat sitting low and reported the situation to the marina office. Attempted to notify the owner with no response. Staff pumped the water out and reported to the office that the boat had a continuous leak. We loaded the boat on the marina's extra boat trailer and put it in dry storage.
- Mowed camping and parking areas.
- Bathroom and fish cleaning maintenance and customer service.

### Warrenton Marina

- Major construction involving engineering upgrades and a face lift was completed under budget.

- The Master Chris was disposed of.
- Approximately 90 LFT of the commercial dock was overhauled.
- Staff spent significant time on repairs to the inner basin in preparation for buoy 10
- One boat sank B dock. Recovered and removed the day it was reported. The owner did not put the plug in.
- Working with The City Manager on contracts for an Independent dock assessment.
- Mowed camping and parking areas.
- Bathroom, fish cleaning maintenance and customer service.
- Installed new throw rings and fire extinguishers on the commercial E-Dock

**CITY OF WARRENTON MARINAS - REVENUE COLLECTED THROUGH AUGUST 31, 2023**

**WARRENTON MARINA**

| REVENUE                 | BUDGET               | July                 | August               | September | October | November | December | January | February | March | April | May | June | YTD           | %                    |            |
|-------------------------|----------------------|----------------------|----------------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|---------------|----------------------|------------|
| OSMB - MAP GRANT        | \$ -                 |                      |                      |           |         |          |          |         |          |       |       |     |      |               |                      |            |
| MOORAGE CREDITS         |                      |                      |                      |           |         |          |          |         |          |       |       |     |      |               |                      |            |
| ANNUAL MOORAGE          | \$ 345,000.00        | \$ 325,313.00        | \$ (1,104.00)        |           |         |          |          |         |          |       |       |     |      | \$ 324,209.00 | 94%                  |            |
| TRANSIENT DAILY         | \$ 50,000.00         | \$ 9,810.00          | \$ 32,880.50         |           |         |          |          |         |          |       |       |     |      | \$ 42,690.50  | 85%                  |            |
| ELECTRIC                | \$ 50,000.00         | \$ 3,844.40          | \$ 2,088.10          |           |         |          |          |         |          |       |       |     |      | \$ 5,932.50   | 12%                  |            |
| DRY STORAGE             | \$ 35,000.00         | \$ 1,710.00          | \$ 1,615.00          |           |         |          |          |         |          |       |       |     |      | \$ 3,325.00   | 10%                  |            |
| LAUNCH RAMP             | \$ 30,000.00         | \$ 1,610.00          | \$ 17,280.00         |           |         |          |          |         |          |       |       |     |      | \$ 18,890.00  | 63%                  |            |
| HOIST                   | \$ 30,000.00         | \$ 500.00            | \$ 900.00            |           |         |          |          |         |          |       |       |     |      | \$ 1,400.00   | 5%                   |            |
| MONTHLY MOORAGE         | \$ 35,000.00         | \$ 3,967.00          | \$ 46,655.00         |           |         |          |          |         |          |       |       |     |      | \$ 50,622.00  | 145%                 |            |
| PARKING                 | \$ 30,000.00         | \$ 850.00            | \$ 24,550.00         |           |         |          |          |         |          |       |       |     |      | \$ 25,400.00  | 85%                  |            |
| OVERNIGHT STAY          | \$ 25,000.00         | \$ 700.00            | \$ 27,300.00         |           |         |          |          |         |          |       |       |     |      | \$ 28,000.00  | 112%                 |            |
| LIVEABOARD FEES         | \$ 4,000.00          | \$ 325.00            | \$ 325.00            |           |         |          |          |         |          |       |       |     |      | \$ 650.00     | 16%                  |            |
| WORK SLIP               | \$ 6,000.00          | \$ 100.00            | \$ 200.00            |           |         |          |          |         |          |       |       |     |      | \$ 300.00     | 5%                   |            |
| REPAIR CHARGES          | \$ 5,000.00          |                      | \$ 75.00             |           |         |          |          |         |          |       |       |     |      | \$ 75.00      | 2%                   |            |
| PIER USE                | \$ 15,000.00         | \$ 1,200.00          | \$ 200.00            |           |         |          |          |         |          |       |       |     |      | \$ 1,400.00   | 9%                   |            |
| FACILITY USE            | \$ 42,000.00         | \$ 24,545.00         | \$ 12,565.00         |           |         |          |          |         |          |       |       |     |      | \$ 37,110.00  | 88%                  |            |
| Fisherman's & Farmers M | \$ 1,000.00          |                      |                      |           |         |          |          |         |          |       |       |     |      | \$ -          | 0%                   |            |
| MISCELLANEOUS           | \$ 1,000.00          | \$ 376.66            |                      |           |         |          |          |         |          |       |       |     |      | \$ 376.66     | 38%                  |            |
| INTEREST EARNINGS       | \$ 25,000.00         | \$ 249.24            | \$ 1,327.46          |           |         |          |          |         |          |       |       |     |      | \$ 1,576.70   | 6%                   |            |
| LEASE RECEIPTS          | \$ 16,959.00         | \$ 3,954.70          | \$ 475.00            |           |         |          |          |         |          |       |       |     |      | \$ 4,429.70   | 26%                  |            |
| <b>TOTALS</b>           | <b>\$ 745,959.00</b> | <b>\$ 379,055.00</b> | <b>\$ 167,332.06</b> |           |         |          |          |         |          |       |       |     |      | <b>\$ -</b>   | <b>\$ 546,387.06</b> | <b>73%</b> |

**HAMMOND MARINA**

| REVENUE           | BUDGET               | July                 | August               | September | October | November | December | January | February | March | April | May | June | YTD           | %                    |            |
|-------------------|----------------------|----------------------|----------------------|-----------|---------|----------|----------|---------|----------|-------|-------|-----|------|---------------|----------------------|------------|
| MOORAGE CREDITS   |                      |                      |                      |           |         |          |          |         |          |       |       |     |      |               |                      |            |
| ANNUAL MOORAGE    | \$ 150,000.00        | \$ 166,827.00        | \$ (644.00)          |           |         |          |          |         |          |       |       |     |      | \$ 166,183.00 | 111%                 |            |
| TRANSIENT DAILY   | \$ 10,000.00         | \$ 380.00            | \$ 6,615.00          |           |         |          |          |         |          |       |       |     |      | \$ 6,995.00   | 70%                  |            |
| ELECTRIC          | \$ 1,000.00          | \$ 128.02            | \$ 118.66            |           |         |          |          |         |          |       |       |     |      | \$ 246.68     | 25%                  |            |
| LAUNCH RAMP       | \$ 105,000.00        | \$ 12,800.00         | \$ 51,670.00         |           |         |          |          |         |          |       |       |     |      | \$ 64,470.00  | 61%                  |            |
| MONTHLY MOORAGE   | \$ 20,000.00         | \$ 525.00            | \$ 19,825.00         |           |         |          |          |         |          |       |       |     |      | \$ 20,350.00  | 102%                 |            |
| PARKING           | \$ 35,000.00         | \$ 2,790.00          | \$ 22,940.00         |           |         |          |          |         |          |       |       |     |      | \$ 25,730.00  | 74%                  |            |
| OVERNIGHT STAY    | \$ 50,000.00         | \$ 6,050.00          | \$ 29,550.00         |           |         |          |          |         |          |       |       |     |      | \$ 35,600.00  | 71%                  |            |
| FACILITY USE      | \$ 15,000.00         | \$ 10,765.00         | \$ 3,825.00          |           |         |          |          |         |          |       |       |     |      | \$ 14,590.00  | 97%                  |            |
| MISCELLANEOUS     | \$ 3,000.00          | \$ 110.00            | \$ 340.00            |           |         |          |          |         |          |       |       |     |      | \$ 450.00     | 15%                  |            |
| INTEREST EARNINGS | \$ 20,000.00         | \$ 10.00             | \$ 206.89            |           |         |          |          |         |          |       |       |     |      | \$ 216.89     | 1%                   |            |
| LEASE RECEIPTS    | \$ 10,161.00         | \$ 1,129.00          | \$ 1,149.00          |           |         |          |          |         |          |       |       |     |      | \$ 2,278.00   | 22%                  |            |
| <b>TOTALS</b>     | <b>\$ 419,161.00</b> | <b>\$ 201,514.02</b> | <b>\$ 135,595.55</b> |           |         |          |          |         |          |       |       |     |      | <b>\$ -</b>   | <b>\$ 337,109.57</b> | <b>80%</b> |

MINUTES  
Marina Advisory Board  
October 16, 2023  
Warrenton City Hall – Commission Chambers  
250 S Main  
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:00 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Mike Balensifer, Lylla Gaebel, Malcolm Cotte.

Staff Present: City Manager Ester Moberg, Interim Harbormaster Don Beck, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 9.18.23 were presented by staff.

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

DISCUSSION

Don Beck gave a budget update; the Warrenton Marina budget is at 77% of the projected revenues and the Hammond Marina budget is at 90% of the projected revenues.

Don Beck gave an update on derelict boats in the Warrenton Marina; staff is actively working to have the sailboat removed and getting prices for the removal of the Suzzane. Staff is exploring grant money that may be coming from the state of Oregon as they start a new derelict vessel removal program for Oregon.

Don Beck gave an update on the Hammond Bank Stabilization; bids are due by October 18, 2023 to North Coast Civil Design. The project is to be completed by February 2024.

Lylla Gaebel opened discussion for officer elections and positions open for reappointment in 2024. Pam Ackley and Malcolm Cotte both expressed hope to be reappointed in 2024 and the committee expressed hope that Bill Kerr would continue on the committee as well.

***Mike Balensifer made a motion to elect Lylla Gaebel for chair and Pam Ackley for vice chair. Motion was not seconded. Motion failed.***

***Lylla Gaebel made a motion for Pam Ackley to be chairperson in 2024. Malcolm Cotte seconded the motion. Motion passed.***

***Gaebel – aye; Cotte – aye; Balensifer – nay***

***Pam Ackley made a motion for Lylla Gaebel to be vice chair in 2024. Mike Balensifer seconded the motion. Motion passed unanimously.***

Mike Balensifer brought up adding brow logs to the commercial E dock in the Warrenton Marina. Don Beck will continue looking into options for adding brow logs.

City Manager Ester Moberg invited the committee to attend a meeting with the City Commission and interested parties for the Hammond Marina Expression of Interest on

The next Marina Advisory meeting is set for November 20, 2023 at 2pm at the Warrenton Commission Chambers.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 2:42 p.m.  
Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:

Don Beck  
Don Beck, Interim Harbormaster

APPROVED:

Pam Ackley  
Pam Ackley, Marina Advisory Board Chairperson  
Lylla Gaebel Vice Chair

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

Chairperson Pam Ackley called the meeting to order at 2:03 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Mike Balensifer, Vice Chair Lylla Gaebel, Bill Kerr.

Staff Present: City Manager Ester Moberg, Interim Harbormaster Don Beck, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 10.16.23 were presented by staff.

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

DISCUSSION

Interim Harbormaster Don Beck gave an update on the Budget for FY 2023-2024. The Warrenton Marina is 81% of projected revenues and the Hammond Marina is at 94% of projected revenues.

Don Beck shared photos of the sailboat Indifference being removed from the marina.

Don Beck gave an update on the Hammond Bank Stabilization Project, contract has been awarded to Big River and North Coast Civil Engineering continues to oversee the project.

Don Beck gave an update on the Brow Logs, he is working with loggers to reduce costs and will continue working towards adding brow logs to E Dock in the Warrenton Marina.

Don Beck gave an update on repairs on the commercial E Dock in the Warrenton Marina, staff has been adding a sacrifice board to the slips and it seems to be helping absorb the impacts when vessels are docking.

Chairperson Pam Ackley gave an update on the volunteer program, she may have a couple volunteers to organize and help with the program.

Developers gave a presentation to the board expressing interest in adding around 200 Class A RV sites to the Warrenton and Hammond Marinas.

***Mike Balensifer made a motion to recommend that the commission consider the developers' presentation to add RV Sites to the Warrenton and Hammond Marinas. Motion passed unanimously.***

Ester Moberg gave an update that a group is interested in starting up a Warrenton Farmers Market and may explore the Marinas as a location.

The next Marina Advisory meeting is set for December 18, 2023 at 2pm at the Warrenton Commission Chambers. There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 2:55 p.m. Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:

Don Beck  
Don Beck, Interim Harbormaster

APPROVED:

Lylla Gaebel  
Pam Ackley, Marina Advisory Board Chairperson  
Lylla Gaebel Vice Chair

MINUTES  
Marina Advisory Board  
December 18, 2023  
Warrenton City Hall – Commission Chambers  
250 S Main  
Warrenton, OR 97146

Vice Chairperson Lylla Gaebel called the meeting to order at 2:03 p.m.

Marina Advisory Board Members Present: Vice Chair Lylla Gaebel, Bill Kerr, Mike Balensifer, 2024 Member Jen Fowler.

Staff Present: City Manager Ester Moberg, Interim Harbormaster Don Beck, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 11.20.23 were presented by staff.

***Bill Kerr made a motion to approve minutes. Motion passed unanimously.***

DISCUSSION

Interim Harbormaster Don Beck gave an update on the Budget for FY 2023-2024, year to date revenues are on track to meet projected revenues.

Don Beck shared that the Hammond Bank Stabilization has gone well and will be completed by Wednesday December 20<sup>th</sup> 2023.

Don Beck gave an update on maintenance progress in the marinas. Staff have been working on Warrenton E Dock and will be moving to the Warrenton Inner Basin soon. M & N electrical repair quotes came in over budget, so staff are exploring options to complete that capital improvement project. Warrenton Hoist has been having issues, staff are working to get that repaired.

City Manager Ester Moberg gave an update on the proposed campgrounds in the Warrenton and Hammond Marina, City Commission and staff are waiting for more information from the developers.

Committee discussed and decided to move the discussion about volunteers and donations to the January meeting. Committee also decided to move officer elections to the January meeting when new members can be involved.

Mike Balensifer brought up capital projects that the committee discussed in previous years and what the statues were on those repairs or improvements. These projects included repairs to Warrenton dyke road, Commercial pier safety ladder, Warrenton E Dock piles and gangway, and adding timer locks to the Hammond restrooms.

Vice Chair Lylla Gaebel asked the committee to review accomplishments from 2023, accomplishments discussed included:

- New pay stations
- Improved lighting in the Hammond Marina
- New Gangways in Hammond and New landing docks
- Rebuilt over 300 feet of Dock in Hammond
- Rebuilt large portions of commercial E dock
- New electrical and water in Hammond
- Commercial Pier Project Completed
- New stripping in parking lots
- User friendly forms in office, new maps and welcome packets
- Changing how we rebuild/repair docks
- Electrical repairs
- Removed sinking and derelict vessels


The next Marina Advisory meeting is set for January 22, 2024 at 2pm at the Warrenton Commission Chambers.

There being no further business for this meeting, Vice Chair Lylla Gaebel adjourned the meeting at 3:02 p.m.  
Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:

  
\_\_\_\_\_  
Don Beck, Interim Harbormaster

APPROVED:

  
\_\_\_\_\_  
Lylla Gaebel, Marina Advisory Board Vice Chairperson

## Minutes

### Warrenton Community Library Board Regular Meeting

Sept. 13, 2023 - 5:30 p.m.

Warrenton City Commission Chambers  
225 South Main Ave., Warrenton, OR 97146

1. Call to order: Kelsey called the meeting to order at 5:30.
2. Roll call: Kelsey Balensifer, Karyn Grass, Amanda Donovan, Andrew Walker, and Eileen Purcell. Unable to attend: Brenda Atwood and Joy Wheatley-Decius. Also attending: Library Director Josh Saranpaa.
3. Recognition of guests: there were no guests.
4. Public comment: there was no public comment.
5. Consent calendar
  - A. Regular Meeting Minutes 6.14.23: Kelsey asked for a motion to approve the meeting minutes from the June quarterly meeting, with two minor corrections. Karyn motioned, Amanda seconded, and all approved.
6. Discussion items
  - A. Library director's report: Josh distributed materials with summer reading and event descriptions. Amanda suggested looking into doing a podcast, if Josh's idea about doing a radio show on KMUN does not work.
  - B. Friends of the Warrenton Community Library update: The Friends board has restructured leadership and the group is creating a membership recruitment plan. The group meets monthly at the library in the evening. The next meeting is 9/21/2023. Tyler Johnston is President, Carol Snell is Vice President, Karen Baltier-Long is Treasurer, Kelsey is Secretary. Bylaws are under review as well.
  - C. Strategic planning: Josh said he wants to get this process going. He shared a PowerPoint with some initial thoughts. Karyn asked if purchasing a new building will be part of the plan for the future. The NOHA building has a lot of potential, although parking is short. The strategic planning needs to start soon to have it ready to implement in June 2024. Kelsey said calling a community forum to get input is essential to the development of the strategic plan, and November would be a good time to schedule it. Additionally, a suggestion box placed in the library could generate user input on what the "library of your dreams" looks like.

7. Action items

- A. Election of 2024 officers: Kelsey indicated that she was prepared to serve as Chair again. Amanda motioned to elect Kelsey board chair, Karyn seconded and all approved. Eileen expressed a desire to no longer serve as Secretary and Amanda stepped up and offered to serve. Eileen motioned to elect Amanda as Secretary, Karyn seconded and all approved.
- B. Collection policy: WCL collection policy outlines goals, general principles and donations.
- C. Reconsideration of materials process: While we have a collection policy, we do not yet have a formal complaint policy. Karyn asked who is eligible to file an objection. We talked about the complaint form and whether to ask for the library card number of the person asking for a review. We tabled this discussion until the next meeting because of many questions and concerns in developing a clear procedure and process.

8. Good of the order: Our last quarterly meeting will be held December 13. Joy's term of service ends this year and Kelsey will check to see if she wishes to continue. Kelsey's term is also up, but she will reapply.

The next Library After Dark is scheduled for October 14 with author Tawnya Torres.

The 2024 meeting dates are as follows:

March 13  
June 12  
September 11  
December 11

9. Adjournment: Kelsey adjourned the meeting at 6:48 p.m.

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

|   |          |
|---|----------|
|  | 12/13/23 |
| _____<br>Kelsey Balensifer, Board Chair   | Date     |



**WARRENTON CITY COMMISSION PUBLIC COMMENT FORM**

NAME: Tony Faletti

ADDRESS: P.O. Box 188 Warrenton, Or 97146

EMAIL: \_\_\_\_\_

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: ( Y or  N) \_\_\_\_\_

BRIEFLY DESCRIBE YOUR TOPIC: Marina RV Resort / Hammond

marina

**PLEASE GIVE THIS CARD TO THE CITY RECORDER PRIOR TO THE MEETING**

*Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.*

# Warrenton-Hammond Marina RV Resort Warrenton, OR

Exclusive Class A RV Resort  
P3 Development Opportunity

Mission DG PNW  
February 2024

# Table of Contents

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- Site Plans – 7
- About the Product – 13
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- The Team & Experience – 29
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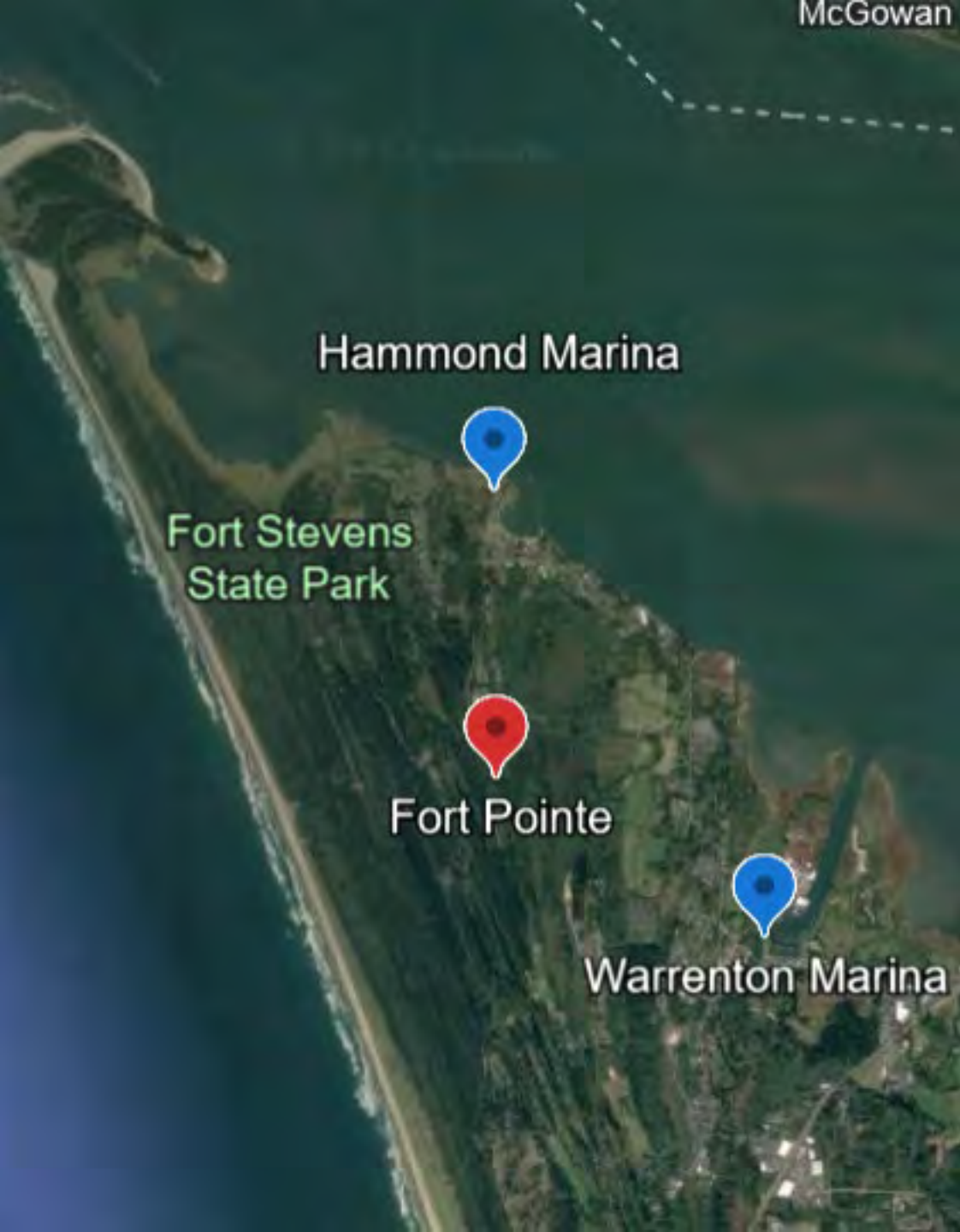
## Scope and Positioning



|                               |   |
|-------------------------------|---|
| <b>Location:</b>              | Hammond and Warrenton Marinas, Warrenton, OR 97146                          |
| <b>Asset:</b>                 | Class A RV Resort   |
| <b>Keys:</b>                  | 200 RV Pads; 30 Park Mods   |
| <b>Project Timing:</b>        | Three (3) phases over 24 months from breaking ground to fully operational   |
| <b>Management Group:</b>      | Advanced Outdoor Solutions  |
| <b>Development Group:</b>     | Mission DG PNW w/ RV consultant, Ron Beard & Associates                     |
| <b>Construction Partners:</b> | Mission Construction Company  |
| <b>Ownership:</b>             | Public-Private Partnership between Mission DG PNW and The City of Warrenton |

# The Market





## Location Overview

The City of Warrenton is vibrant seaside fishing village, deeply steeped in the maritime tradition. The community of approximately 5,685 residents is located on a coastal peninsula at the mouth of the Columbia River, bordered by the Pacific Ocean to the West, Columbia River to the East, and State Highway 1 to the South. The city boasts two busy marinas, numerous “Dunal” lakes, abundant parkland, wide clean beaches, and a quaint fishing village atmosphere. Clatsop County has a heritage that dates to before the arrival of Lewis & Clark in 1805, starting with fur traders and fishermen working for the British East Indies Trading Company. It is surrounded by lush coastal rain forests, mountains, rivers, and broad accessible beaches. Just across Young’s Bay is the rapidly growing City of Astoria. These Marinas are located within a 2-mile radius from our 450-unit master planned housing development, Fort Pointe and within easy access of restaurants, shopping and retail.



# The Destination

Directly abutting the project is 4,300 acre **Fort Stevens State Park** (founded in 1845). Within its boundaries lay numerous breastworks, cannons, and battlements dating from the Civil War through WWII. It has the distinction of being the only Continental United States Fort fired upon in WWII. Fort Stevens had a seasonal annual day use attendance of 1.13 million in 2021.

The area has a mild marine climate, which means the summers are cool, with highs in the 70's. Winters generally produce abundant rain, but few freezing nights. The area receives approximately 75 inches of rain fall per year, which accounts for its vivid greenness and crystal clear air. The area also has a strong Scandinavian heritage, and ties to the tuna & salmon fishing industry that date to the 1870s.

The area surrounding Warrenton is a nationally significant historic region at the western terminus of the Lewis & Clark Trail, while **Astoria** is the oldest American settlement west of the Rockies, a place that takes visitors back to simpler times. Its architecture is dominated by hundreds of "Painted Ladies" clinging to steep wooded hillsides (which have given it the moniker "The Little San Francisco of the Northwest"), a burgeoning Cannery Row, and historic Old Downtown area. All this is in an economically revitalizing area set against a backdrop of tremendous natural beauty at the mouth of the Columbia River. Visitors have an opportunity to escape into a visually appealing, intriguing, unspoiled destination that is quickly being rediscovered by both residents and day-trippers from Portland, 1.5 hours east. The area has several first-class interpretive attractions including Fort Clatsop, the Winter encampment site of the Lewis & Clark Expedition; the Columbia River Maritime Museum. It is all topped by the Astoria Column, a 125-foot-high memorial depicting the history of the area. The area has an extraordinary sense of place and a feeling of history that is lacking in most fast paced urban environments – but with a burgeoning economy and severe supply imbalance of for-sale, rental housing, and Class A Recreational Vehicle resorts.

# Site Plans

# Site Plan - Warrenton



# Site Plan - Hammond

27 Jan 24

**ron d. beard & associates**  
FULL SERVICE LANDSCAPE ARCHITECTS

1080 IREDALE LANE SUITE 1000 HAMMOND, OR 97113  
TELEPHONE: 512-215-7844  
FAX: 512-215-7847  
EMAIL: RON@RD&A.COM  
WWW.RD&A.COM

|                         |                          |
|-------------------------|--------------------------|
| 191 total overall sites |                          |
| 85 total eastside sites | 106 total westside sites |
| 41 back-in rv sites     | 49 back-in rv sites      |
| 26 pull-thru rv sites   | 37 pull-thru rv sites    |
| 08 head-in rv sites     | 00 head-in rv sites      |
| 75 total rv sites       | 86 total rv sites        |
| plus 10 cabins          | plus 20 cabins           |

**marina rv park**  
1080 Iredale street hammond OR 11.8ac

schematic site notations  
**masterplan A3**

copyright 2023

0' 50' 100'  
measure 1" for scale this sheet

reference north



# Site Plan – Hammond – Great Lodge & Amenities



# Site Plan – Hammond – Seafarers Park & Public Pickleball Court



# Site Plan – Hammond – Public Dock Access





# About the Product

# Projected Product

Phase 1 (3.7 acres) is planned to consist of 39 high-end Class A motorcoach recreational vehicle pads on the Warrenton Marina. The site is in an unparalleled peninsula currently owned by the City of Warrenton and is being operated as a dry camping site. All pads will be paved, 50' back in and 60' pull-through sites with 100amp full hookups.

Phase 2 (11.8 acres) will consist of 161 high-end Class A motorcoach recreational vehicle pads on the Hammond Marina. All pads will be paved, 50' back in and 60' pull-through sites with 100amp full hookups. Additionally, there will be 30 units of park mods.

The second phase will also consist of the buildout of the required amenities to make it the top-rated Motorcoach Resort on the coast of Oregon and Washington. The project will have upscale facilities such as;

- Great Lodge – offices, store, gathering rooms, fitness center, arcade, bath house & guest laundry
- Outdoor heated rec pool with cabanas
- Playgrounds
- Grilling stations
- Cornhole
- Bocce ball
- Pickleball
- 5 Dog Parks
- Public firepits
- Direct access to 4,300 acre Fort Stevens State park
- Access to Hammond Marina & Warrenton Marinas
- Walkable to Hammond and Downtown Warrenton's restaurants, retail & services.

All entry monumentation / landscaping, internal water-features, water service (115 SFD unit capacity), sewer approvals, engineering and entitlements are underway).

# RV Pads



Camp Fimfo, TX



Camp Fimfo, TX

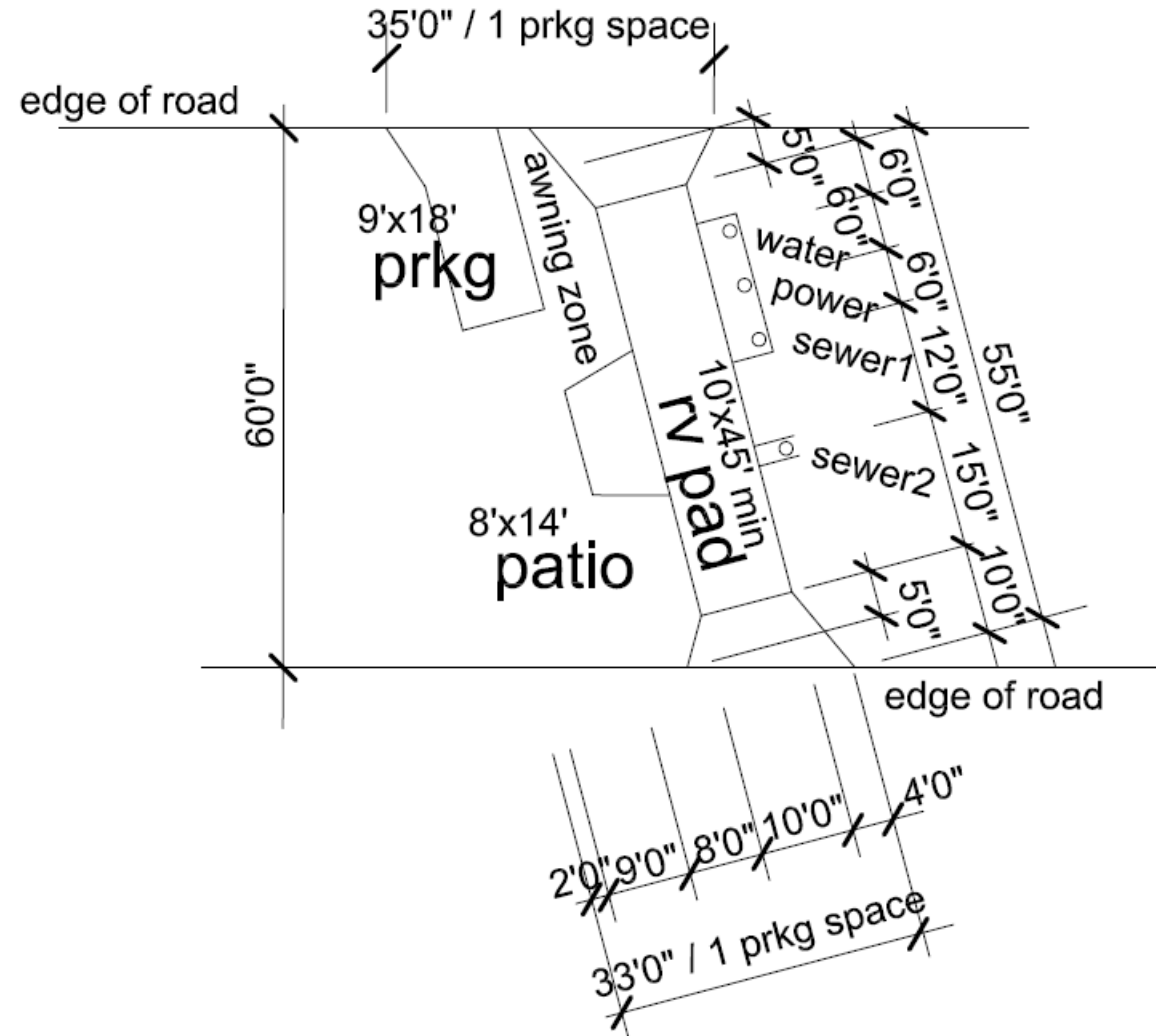


Camp Margaritaville RV Resort & Cabana Cabins Auburndale, FL



Seven Feathers RV Resort, Canyonville, OR

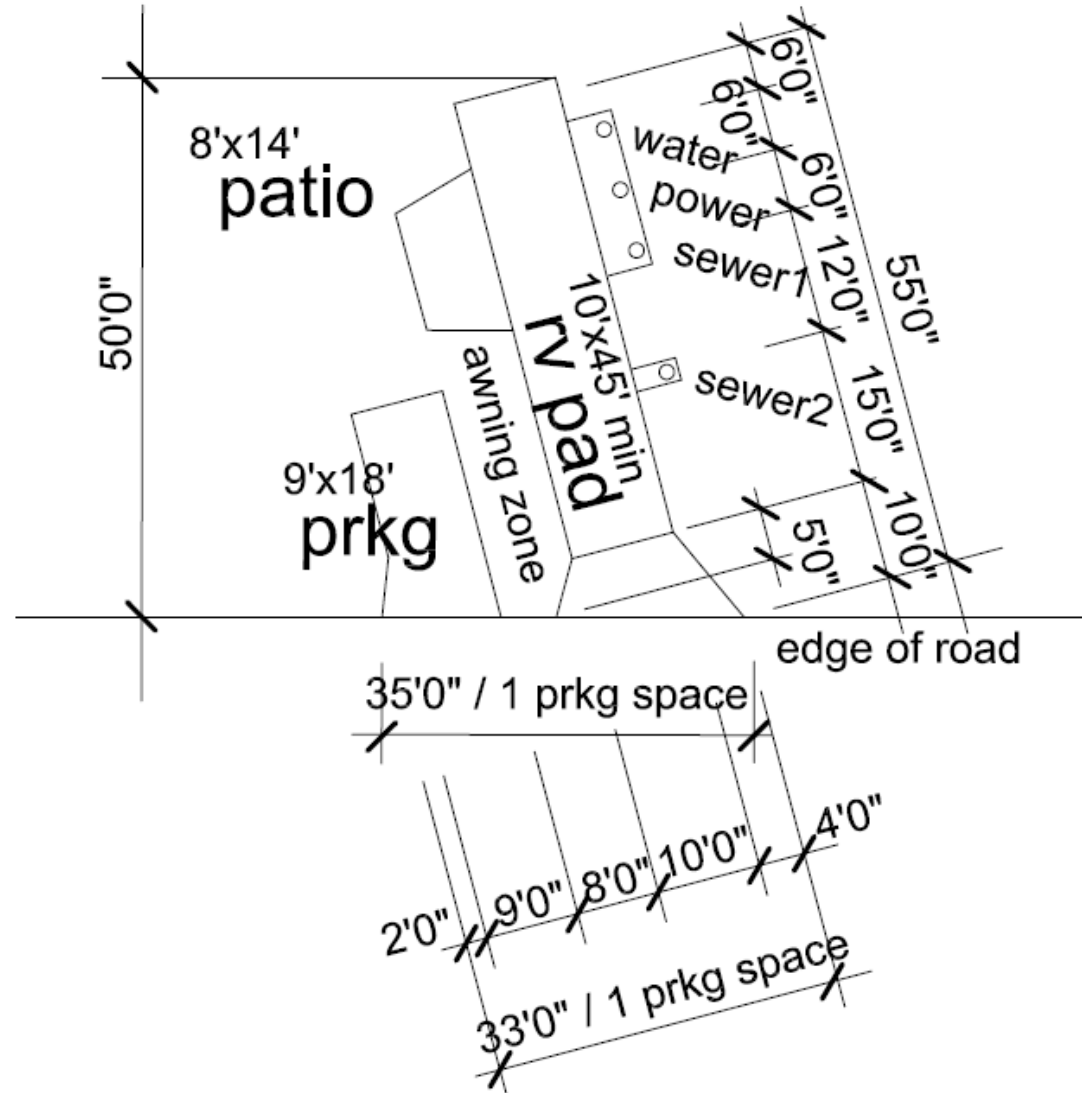
# RV Pads – Pull-Thru



**pull-thru rv site**

75 degrees to road edge

# RV Pads – Back-In

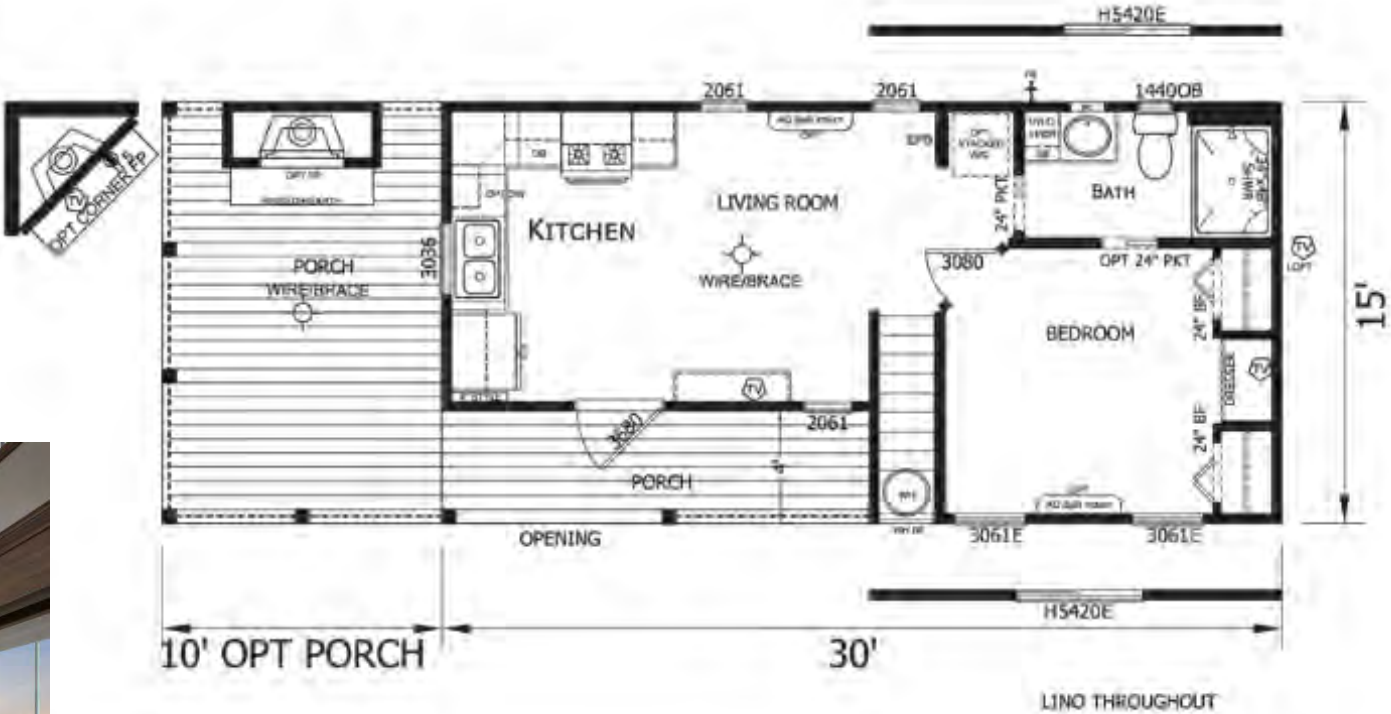


## back-in rv site

75 degrees to road edge



# Park Mods



# Amenities



Camp Margaritaville RV Resort & Cabana  
Cabins Auburndale, FL



Pickleball



Seven Feathers RV Resort, Canyonville, OR



Seven Feathers RV Resort, Canyonville, OR

# Clubhouse



- 1 GENERAL STORE/DELI
- 2 CATERING KITCHEN
- 3 OFFICES
- 4 STORAGE
- 5 RESTROOMS
- 6 GREAT ROOM/DINING
- 7 ADULT'S GAME ROOM
- 8 KID'S CRAFTS
- 9 RESTROOMS/SHOWERS
- 10 EXERCISE ROOM
- 11 KID'S GAME ROOM
- 12 OUTDOOR GRILL
- 13 FIRE PIT
- 14 HOT TUB
- 15 ADULT'S POOL
- 16 KID'S POOL

A large herd of elk is grazing in a green field in front of a large, multi-story log cabin. The cabin has a grey roof and a white picket fence runs along the edge of the property. Tall pine trees are visible in the background under a clear sky.

# Terms & Economic Benefits; City of Warrenton.

# Terms & Economic Benefits; City of Warrenton.

- City of Warrenton (“CW”) to serve as a Limited Partner of the Joint Venture “P3” Partnership, providing long-term lease rights at both marina development sites – minimum of 60 years.
- MDG to provide *construction completion & equity operating guarantees*
- MDG to provide all required project pursuit costs
- MDG to fully indemnify CW
- CW to be paid 1<sup>st</sup> year lease amount of \$72,000 at start of construction
- CW to receive 5% split (annually) of Net Projected Cash Flows, or \$6,000 monthly lease payment for Marina sites – which ever is greater
- *Hundreds of thousands in potential added revenue* to CW from Transient Occupancy Taxes, 5% profit share, land lease payment and eventual refinance **at no risk** to the City of Warrenton
- 200 RV units and 30 cabins to promote additional community rejuvenation and economic growth through both direct and intrinsic involvement.

# Feasibility / Pursuits Estimates

## ZERO PURSUIT COST TO CW

Mission DG to source and fund all “At Risk” project pursuit costs.

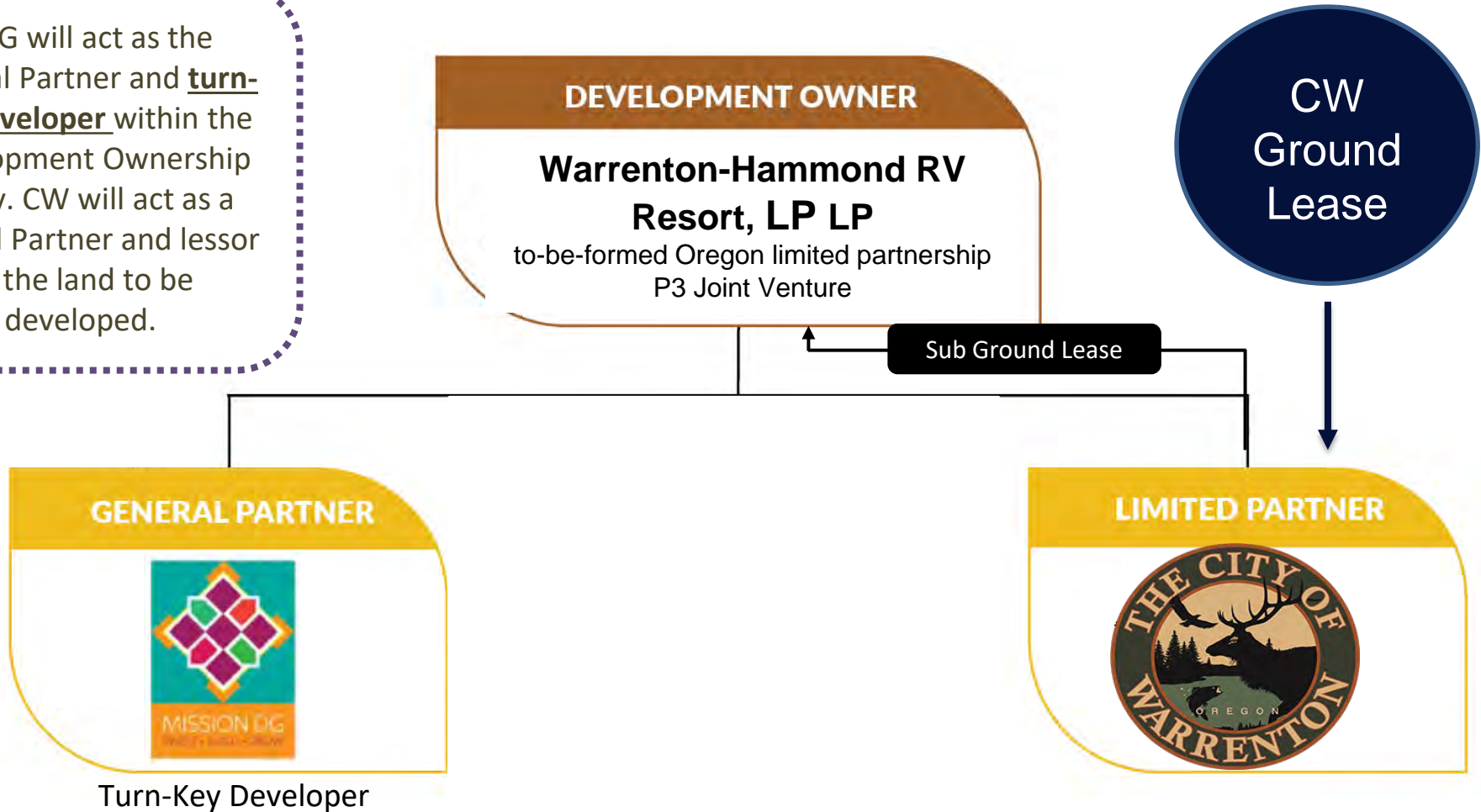
Demand exists for affordable housing, RV and transient commercial with associated “TOT” tax income.

Land is currently owned by CW and will continue to be.

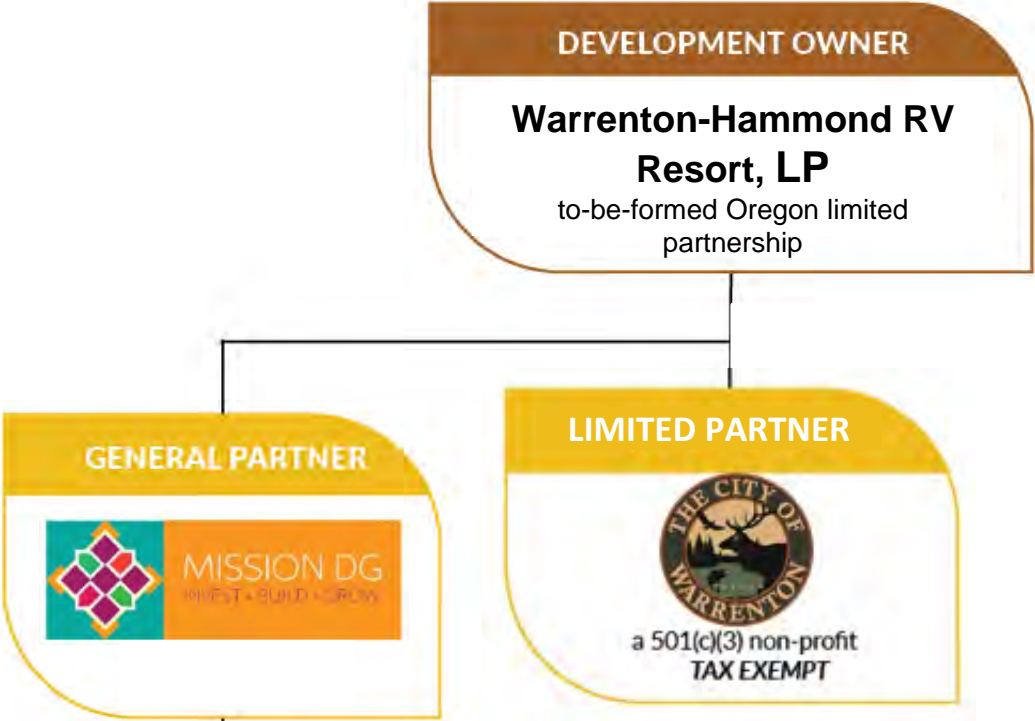
| ESTIMATED PURSUIT COSTS         |                  |
|---------------------------------|------------------|
| Survey                          | \$20,000         |
| Site Plan                       | \$20,000         |
| Architectural Site Plans        | \$100,000        |
| Engineering                     | \$120,000        |
| Feasibility Study               | \$10,000         |
| Market Study                    | \$8,000          |
| Environmental                   | \$40,000         |
| Environmental/ Delineation Fees | \$50,000         |
| Lender Fees                     | \$110,000        |
| Legal Fees                      | \$150,000        |
| Miscellaneous                   | \$50,000         |
| <b>Total</b>                    | <b>\$678,000</b> |

# Land Structure

MDG will act as the General Partner and **turn-key developer** within the Development Ownership entity. CW will act as a Limited Partner and lessor of the land to be developed.



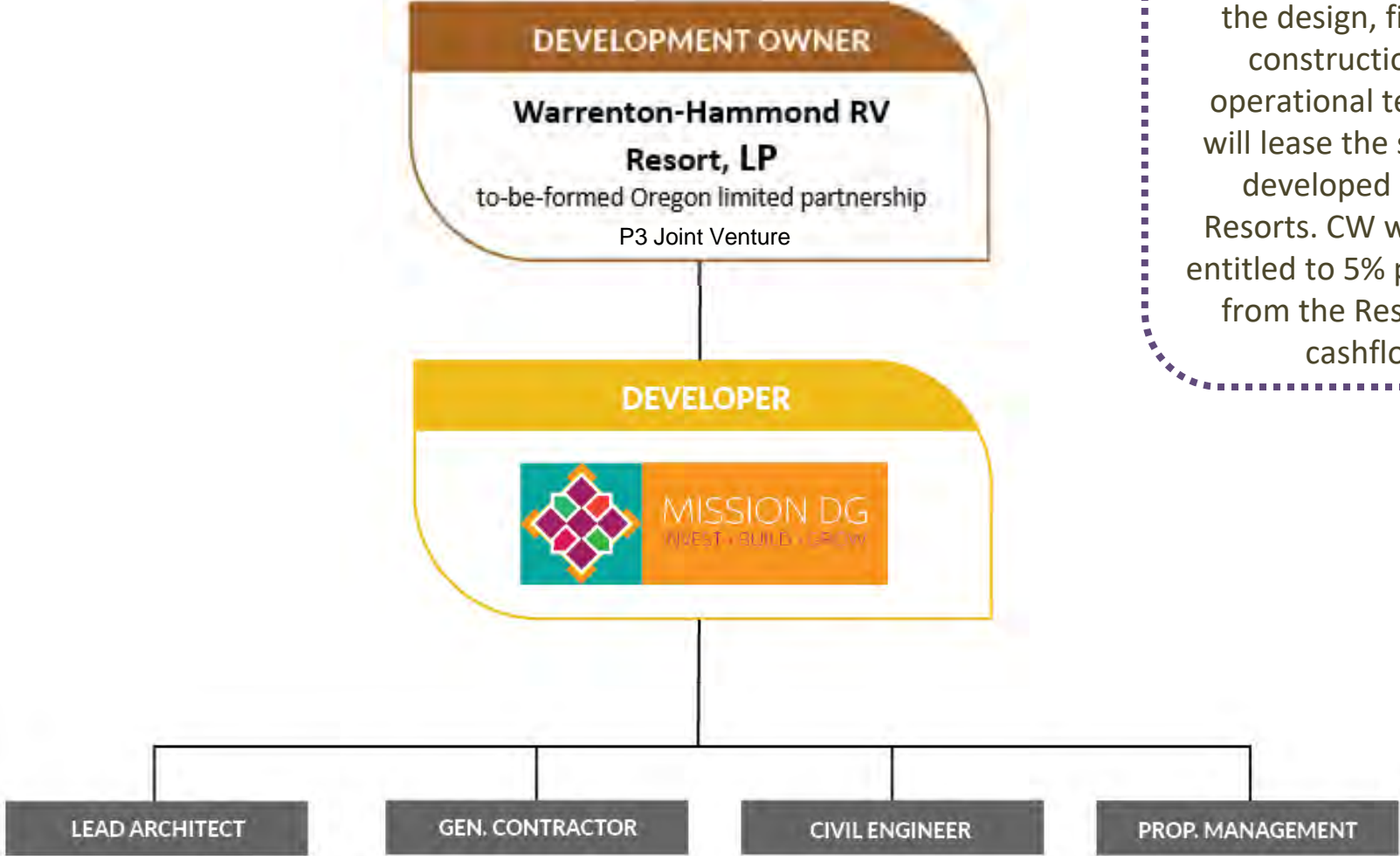
# Legal Structure



A new Partnership will be formed to serve as the Development Owner. MDG will serve as the sole member General Partner and CW will be a Limited Partner, contributing the vacant sites to be developed through a long-term land lease.

CW is to be indemnified from any operational and financial resources through out the life of the partnership with MDG.

# Organizational Structure



Mission DG will coordinate and manage the design, financing, construction, and operational teams. CW will lease the sites to be developed into RV Resorts. CW will also be entitled to 5% profit share from the Resort's net cashflow.

# Development Budget & Cashflow

## Warrenton & Hammond, OR Development Budget

| Month<br>Month  | Year<br>1       | Year<br>2          | Year<br>3          | Year<br>4          | Year<br>5          | Year<br>6          |
|---|-----------------|--------------------|--------------------|--------------------|--------------------|--------------------|
| <b>GROSS RENTAL REVENUE</b>                                       | \$18,414        | \$1,407,742        | \$3,411,566        | \$4,280,334        | \$4,582,167        | \$4,890,345        |
| <b><u>ALL SITES</u></b>   |                 |                    |                    |                    |                    |                    |
| <i>C/N (Rooms Occupied/Month)</i>                                 |                 |                    |                    |                    |                    |                    |
| <i>Available Daily Rooms/Month (# Sites x # Days)</i>             |                 |                    |                    |                    |                    |                    |
| <i>Average Daily Rate (Revenue/Occupied Rooms)</i>                |                 |                    |                    |                    |                    |                    |
| <i>Average % Occupancy</i>  |                 |                    |                    |                    |                    |                    |
| <i>Revenue per Available Room (REVPAR; Occ. x Daily R)</i>        |                 |                    |                    |                    |                    |                    |
| <b><u>Ancillary Income (Rentals, Activities, Events, Laun</u></b> |                 |                    |                    |                    |                    |                    |
| Bar Revenues  |                 |                    |                    |                    |                    |                    |
| % of Rental Revenue   |                 |                    |                    |                    |                    |                    |
| Gross Ancillary Income  | 368             | 28,155             | 68,231             | 85,607             | 91,643             | 97,807             |
| COGS % of Anc. Inc.   |                 |                    |                    |                    |                    |                    |
| COGS  | (37)            | (2,815)            | (6,823)            | (8,561)            | (9,164)            | (9,781)            |
| Net Bar Revenues  | 331             | 25,339             | 61,408             | 77,046             | 82,479             | 88,026             |
| Store Revenues  |                 |                    |                    |                    |                    |                    |
| % of Rental Revenue   |                 |                    |                    |                    |                    |                    |
| Gross Store Revenues  | 552             | 42,232             | 102,347            | 128,410            | 137,465            | 146,710            |
| COGS % of Store Revenues  |                 |                    |                    |                    |                    |                    |
| COGS  | (276)           | (21,116)           | (51,173)           | (64,205)           | (68,733)           | (73,355)           |
| Net Store Revenues  | 276             | 21,116             | 51,173             | 64,205             | 68,733             | 73,355             |
| Other Income  | -               | -                  | -                  | -                  | -                  | -                  |
| Laundry   | -               | -                  | -                  | -                  | -                  | -                  |
| Vending Machine   | -               | -                  | -                  | -                  | -                  | -                  |
| Activity Rentals  | -               | -                  | -                  | -                  | -                  | -                  |
| Club/Space Rental   | -               | -                  | -                  | -                  | -                  | -                  |
| Damage Reimbursement  | -               | -                  | -                  | -                  | -                  | -                  |
| Interest Income   | -               | -                  | -                  | -                  | -                  | -                  |
| Total Ancillary Income  | 608             | 46,455             | 112,582            | 141,251            | 151,212            | 161,381            |
| <b>NET REVENUE</b>  | <b>\$19,022</b> | <b>\$1,454,197</b> | <b>\$3,524,148</b> | <b>\$4,421,586</b> | <b>\$4,733,379</b> | <b>\$5,051,727</b> |
| <b>Hotel Tax To City - 12.00%</b>                                 | <b>1,442</b>    | <b>155,723</b>     | <b>377,798</b>     | <b>478,158</b>     | <b>511,898</b>     | <b>546,348</b>     |

An aerial photograph of Warrenton Marina, showing a large boat slip filled with numerous sailboats and motorboats. The marina is situated along a river or inlet, with industrial buildings and a residential area visible in the background. The text "The Team & Experience" is overlaid in the center of the image.

# The Team & Experience

# Developer Biographies

## Mark Tolley, Managing Partner

Mission DG PNW

Mark Tolley has over 30 years of experience within the residential construction industry, focusing predominantly on urban infill, Smart Growth, residential, and mixed-use projects.

His enthusiasm, entrepreneurial spirit, and commitment to excellence are the driving forces behind the ongoing development and success of the company, with over 2,000 residential units either completed or under construction in San Antonio and the surrounding areas.

Prior to joining Mission, Mr. Tolley worked as Managing Director of B. Knightly Homes in Austin, Texas, and was Co-Founder and Managing Partner of Urban Pacific Builders of Long Beach, California. Additionally, he served as Senior Vice President of Acquisitions at Regis Homes and Director of Acquisitions at Legacy Homes.

As a Partner, Mr. Tolley's extensive national experience increases the breadth of Mission's construction and development expertise. He is experienced in all aspects of market rate and affordable housing development, but with special emphasis in the acquisition, renovation, and adaptive reuse of historical properties.

Throughout his career, Mr. Tolley has worked with institutional and high-net private investors from across the nation. Over the tenure of his career, he has been responsible for the finance, acquisition, development, construction, and sale of over 6,000 residential units. This list includes multiple historic adaptive reuse projects, condominiums, apartments, RV resorts, and residential detached housing units throughout the United States.

Mr. Tolley attended Oxford University and graduated from University of California at Irvine.



# Developer Biographies

John Latham, Partner

Mission DG PNW

John Latham joined Mission, after serving as the Chief Investment Officer for an Austin Texas private investment firm with over 350 million dollars in assets. While there he led the acquisitions, development and asset management teams and was directly involved in all the firm's investments.

He has acquired or developed over 4,000 multifamily units, and as a principal has acquired or developed over \$400 million worth of real estate. Prior to that, Mr. Latham spent several years working with various private real estate investment firms as well as Banc of America Securities, LLC in their investment banking division, where his teams raised over \$4 billion through IPOs, senior and subordinated debt, convertible equity, and private placements of derivative instruments. He holds a Bachelor's Degree in Civil Engineering and a Master of Business Administration in Finance from the University of Texas at Austin.



# Developer Biographies

Seth Hague, Project Manager

Mission DG PNW



Seth Hague is Founding Principal of Mag-Amb Development.

Mag-Amb, short for the Latin phrase Magnum Ambitio, or “Big Ambition,” is a real estate investment company that sponsors and partners with industry leaders to acquire and develop best-in-class real estate assets.

Mag-Amb Development seeks out real estate investments that will provide investors with a combination of short and long-term investment opportunities with varying risk and reward profiles to meet a range of investor needs.

The Mag-Amb portfolio and pipeline includes hospitality, workforce housing, Build-to-Rent masterplans, mixed-use land development, and urban infill throughout the Western US. Leveraging volumetric modular construction methodologies, Mag-Amb has been able to create incremental value to its investors through expediting construction timelines, mitigating overall risk profiles, and providing cost-efficient alternatives to secondary and tertiary markets where labor is a significant factor.

Seth grew up on the Oregon Coast in Seaside, OR - home of the movie ‘Goonies’ and enjoys watching/playing every sport under the sun. He is also a drummer, hiker, self-proclaimed foodie, craft beer connoisseur, real estate nut, and avid Oregon Duck fan.

Seth attended The University of London and graduated from the University of Oregon.

# Developer Biographies

## Ron Beard, RV Resort Consultant

*Ron D. Beard* has been in business since 1974, providing architectural, planning and interior design services for all areas of revenue-producing developments. Almost a decade ago, Ron began to focus on the RV Park, Campground & RV Resort consulting business. He now devotes 100% of his practice to the designing, planning, feasibility and asset management for RV Resort and Campground clients across the entire USA. Ron also brings an understanding of the operations side of the campground business along with the related economic issues.



*Ron D. Beard* offers full economic analysis, design and construction document services, master planning, vision guidelines and business plans for both "ground-up" and existing RV Resort and Campground developments.

Ron D. Beard conducts numerous workshops and seminars each year on subjects ranging from Facilities Planning, to Revenue Enhancement Strategies/Economic Analysis and Business Planning with a specific focus on the privately-owned RV Park, Campground, RV Resort or Outdoor Hospitality business, whether rental or condo in nature.

To date, Ron has been a consultant on RV Park, Campground and RV Resort Outdoor Hospitality Projects in over 20 states.

# Contact

Mark Tolley  
[Mark@missiondg.com](mailto:Mark@missiondg.com)  
(512) 968-5757

Seth Hague  
[Seth.Hague@MagAmb.com](mailto:Seth.Hague@MagAmb.com)  
(503) 440-2981



#### AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Don Beck, Interim Harbormaster  
DATE: February 13, 2024  
SUBJ: Warrenton Marina E Dock Pile Replacement

#### SUMMARY

The significance of Warrenton Marina's E Dock cannot be overstated, as it plays a pivotal role in the functionality of the Warrenton Basin. This singular dock contributes substantially, accounting for nearly 25% of the moorage revenues generated by the Warrenton Marina. Furthermore, it serves as the home for 22 commercial vessels, each operating as a small business and collectively contributing to the generation of numerous jobs within our community.

In December 2023 and January 2024, two pilings on the commercial E Dock experienced failures. In response to the initial incident in December, our staff promptly executed an emergency replacement of the compromised piling. However, in January, when a second piling succumbed to failure, a more comprehensive assessment was undertaken. Divers were enlisted to conduct a thorough inspection of all the pilings on E Dock, revealing that an alarming 13 pilings were in a critical state and on the verge of failure, in addition to those that had already collapsed.

To ensure continued access and utilization of E Dock, the Warrenton Marina is undertaking immediate action by planning the replacement of four pilings within this month. Further, we are budgeting for the replacement of the remaining pilings in critical condition during the next fiscal year.

In collaboration with Bergerson Construction, the Warrenton Marina has diligently coordinated the pile replacement efforts. Simultaneously, we have engaged with the Department of State Lands to ensure adherence to current regulations. According to

regulatory requirements, the project must be completed by February 29, 2024, marking the conclusion of the current in-water work window for the Warrenton Marina.

The Warrenton Marina is proposing to enter into a contract with Bergerson Construction for the replacement of the four failing pilings at a total cost of \$55,900.00. This strategic investment is imperative to safeguard the long-term viability and operational integrity of E Dock, ensuring continued economic and communal benefits for our city.

#### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the contract with Bergerson Construction to complete the Warrenton Marina E Dock Pile Replacements."*

#### ALTERNATIVE

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

#### FISCAL IMPACT

The approved 2023-2024 budget grants spending authority in the Warrenton Marina Capital Reserve Fund for the \$55,900.00 necessary to complete this project. Funds were originally earmarked for the Warrenton Inner Basin Docks but given the urgent nature of the situation with the E Dock pilings staff recommend using these funds on E Dock pile replacement project.

Approved by City Manager: \_\_\_\_\_



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

**CITY OF WARRENTON  
CONTRACT FOR GOODS AND  
SERVICES**

CONTRACT:

This Contract, made and entered into this 13 day of February 2024, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Bergerson Construction Inc , hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

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

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

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

1. CONTRACTOR GOODS AND SERVICES: (Title: Warrenton Marina E Dock Pile Replacement)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated February 6, 2024, and is attached hereto as Exhibit A.

B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONTRACTOR a total not-to-exceed price of \$55,900.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing Warrenton Marina E Dock Pile Replacement for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

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

3. CONTRACTOR IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Don Beck, Interim Harbormaster.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Chad Curs.

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONTRACTOR is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONTRACTOR, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

7. CANCELLATION FOR CAUSE

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

8. ACCESS TO RECORDS

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

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disenabled provided the party so disenabled shall within ten (10) days from the beginning

such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

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

11. ATTORNEY'S FEES

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

12. APPLICABLE LAW

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

13. CONFLICT BETWEEN TERMS

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

14. INDEMNIFICATION

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

15. INSURANCE

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

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

single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

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

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

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

16. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

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

Contractor shall pay all contributions or amounts due the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

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

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

18. PAYMENT OF MEDICAL CARE

Contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONTRACTOR, of all sums which the CONTRACTOR agrees to pay for such services and all moneys and sums which the CONTRACTOR collected or

deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. STANDARD OF CARE

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

20. NO THIRD PARTY BENEFICIARIES

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

21. SEVERABILITY AND SURVIVAL

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

22. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. COMPLETE CONTRACT

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

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

City of Warrenton, a Municipal Corporation

BY: \_\_\_\_\_  
Henry Balensifer III, Mayor                      Date

ATTEST:  
\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder                      Date

CONTRACTOR:

BY: \_\_\_\_\_  
Date

P.O. Box 387  
Astoria, OR 97103  
Office 503-325-7130  
Fax 503-325-0174  
24 Hour Service



*“for a job well done”*

TIN # 93-0600594  
OR CCB# 63328  
WA CC01 BERGECI 1210H  
info@bergerson-const.com  
www.bergerson-const.com

February 6, 2024

City of Warrenton  
Attn: Jessica Megowan  
501 NE Harbor Place  
Warrenton, OR 97146  
[jmcdonald@warrentonoregon.us](mailto:jmcdonald@warrentonoregon.us)  
PH: (503) 861-3822

Project: **City of Warrenton – E Dock Emergency Guide Pile Replacement (rev. 2)**

Bergerson Construction is pleased to provide this Quote for materials, equipment, labor and required insurance for the following scope of work:

|   |                          |                 |
|---|--------------------------|-----------------|
| <b>Mobilization/Demobilization</b>  | <b>1 LS @</b>            | <b>\$17,500</b> |
| <ul style="list-style-type: none"><li>Mobilize and demobilize crane barge and pile driving equipment from Bergerson Construction's Yard in Astoria, OR to Jobsite.</li></ul>  |                          |                 |
| <b>Furnish 16" x 0.5" x 60' Steel Piles</b>   | <b>1 EA @ \$5,400/EA</b> | <b>\$5,400</b>  |
| <ul style="list-style-type: none"><li>Includes supply &amp; delivery of 16" diameter, 0.5" wall thickness, steel pipe piles supplied in 60' lengths.</li><li>Material pricing is based on steel supplier's current inventory, subject to prior sale.</li></ul>      |                          |                 |
| <b>Furnish 12" x 0.375" x 60' Steel Piles</b>   | <b>3 EA @ \$3,600/EA</b> | <b>\$10,800</b> |
| <ul style="list-style-type: none"><li>Includes supply &amp; delivery of 12.75" diameter, 0.375" wall thickness, steel pipe piles supplied in 60' lengths.</li><li>Material pricing is based on steel supplier's current inventory, subject to prior sale.</li></ul> |                          |                 |
| <b>Remove Existing Steel Piles</b>  | <b>4 EA @ \$1,300/EA</b> | <b>\$5,200</b>  |
| <ul style="list-style-type: none"><li>Includes removal and disposal of existing steel piles.</li><li>If piles are broken below waterline, additional charges may apply.</li></ul>   |                          |                 |
| <b>Install Steel Guide Piles</b>  | <b>4 EA @ \$3,450/EA</b> | <b>\$13,800</b> |
| <ul style="list-style-type: none"><li>Includes installation of steel guide piles, with vibratory driving methods.</li></ul>   |                          |                 |
| <b>Furnish and Install Bird Caps</b>  | <b>4 EA @ \$800/EA</b>   | <b>\$3,200</b>  |
| <ul style="list-style-type: none"><li>Includes supply &amp; installation of white bird caps on each new pile.</li></ul>   |                          |                 |

**Total Quote:** \$55,900.00

**Notes:**

- Schedule for this work is subject to Bergerson Construction's other contractual commitments.
- Due to the poor condition of the existing piles, piles may break while extracting. If a pile breaks, and cannot be fully extracted, a new guide pile will be driven next to the existing pile hoop/broken pile. Relocation of the pile hoop over the new guide pile will be the responsibility of the owner and is not included in this quote.

**EXCLUSIONS:**

- |                                     |                                |
|-------------------------------------|--------------------------------|
| 1. Engineering                      | 8. Weekend Work                |
| 2. Bond (Add 1.3% if required)      | 9. Overhead Obstructions       |
| 3. Utilities/Locates                | 10. Subsurface Obstructions    |
| 4. Diving                           | 11. Special Inspection/Testing |
| 5. Permits (unless otherwise noted) | 12. Access/Vessel Coordination |
| 6. Mammal and Acoustic Monitoring   | 13. Survey/Layout              |
| 7. Eelgrass and Shellfish Survey    |                                |

Thank you for the opportunity to provide this quote. Please feel free to contact me personally with any questions.

Chad Curs  
Estimator/Project Manager



AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Don Beck, Interim Harbormaster  
 DATE: February 13, 2024  
 SUBJ: Warrenton Marina E Dock Pile Replacement – Noise Variance

SUMMARY

On behalf of Bergerson Construction the Marina Department is requesting a noise variance to complete the Emergency Pile Replacement on E Dock. We propose to conduct work during the period from February 13 to February 29, 2024.

The necessity for this variance arises from the project's permit requirements, which stipulate that in-water work must be completed during low tide.

RECOMMENDATION/SUGGESTED MOTION

*"I move to approve Noise Variance for Bergerson Construction, Inc, for the Warrenton E Dock Pile Replacement project."*

ALTERNATIVE

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

FISCAL IMPACT

NA

Approved by City Manager: \_\_\_\_\_

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



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Greg Shafer, Public Works Director  
 DATE: February 13, 2024  
 SUBJ: Roby's Furniture & Appliance/Utility Easement

### SUMMARY

Roby's Furniture & Appliance store proposes to grant the city a public utility easement for utility operation, access, and maintenance purposes, per the attached exhibits.

The civil/utility improvements for this development were approved for construction and have been installed per the approved plans. This easement is a condition of the development completion.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to accept the proposed public utility easement for operation, access, and maintenance purposes of utilities as required by the Roby's Furniture & Appliance store development."*

### ALTERNATIVE

None recommended

### FISCAL IMPACT

There is no cost to the city for this easement.

Approved by City Manager: \_\_\_\_\_

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

After recording, return to:

City of Warrenton  
Attn: City Manager  
225 S. Main  
Warrenton, OR 97146

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## **COVER SHEET FOR RECORDED INSTRUMENT**

### *Recording Information Required by ORS 205.234*

1. Name of Document: Public Utilities Easement

2. Names of Parties:

Grantor: Warrenton Property Investments LLC  
DBA Roby's Furniture & Appliance

Grantee: City of Warrenton, an Oregon municipal corporation

3. Person to Whom Documents are to be Returned:

City of Warrenton  
Attn: City Manager  
225 S. Main  
Warrenton, OR 97146

4. True and Actual Consideration: \$0.00

5. Please send any tax statements to:

Warrenton Property Investments LLC  
1901 Main Ave N  
Tillamook, OR 97141

6. Information Required by ORS 205.125: N/A

7. Information Required by Clatsop County (Situs Addresses and Assessor's Account Numbers): 1169 Hwy 101 Alt Warrenton, 81027AB01600

Warrenton Property Investments LLC, DBA Roby's Furniture & Appliance, (Grantor), in consideration of the sum of \$0.00 received from the City of Warrenton, Oregon, a

municipal corporation (Grantee), and other good and valuable consideration the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to Grantee, its successors and assigns, a permanent, perpetual non-exclusive easement and right-of-way for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface utilities and supporting or ancillary structures, and planting or removing vegetation, by Grantee and those authorized by Grantee, over, across, in and through the real property owned by Grantor located in the County of Clatsop and the State of Oregon, and more particularly described as follows:

See attached Exhibit A (Legal Description) and Exhibit B (Map) (the Easement Area)

Grantor understands and agrees for itself, its successors and assigns not to cause or allow the construction or maintenance of any building, improvement, or other structure in or upon the Easement Area without the prior written consent of Grantee, which may be granted or denied in Grantee's sole discretion. Grantor understands and agrees that Grantee may cause the summary removal of any such building, improvement, or structure placed in the Easement Area without Grantee's consent and that Grantor will make no claim for and must hold Grantee harmless from any claim by a third person for damage to or destruction of the property so removed. Further Grantor agrees not to interfere with Grantee's use of the Easement Area nor will it use the Easement Area in a manner that is incompatible with Grantee's use.

Grantor further agrees for itself, its heirs, successors and assigns that it will not cause or allow any act or occurrence or condition that disturbs the subjacent or lateral support of the Easement Area and that Grantee has the right of reasonable access over any property adjacent to the Easement Area, for the purpose of construction, grading, maintenance, repair, and reconstruction of surface or subsurface utilities and supporting or ancillary structures, and planting or removing vegetation, in or on the area conveyed and the right to remove any structure necessary or convenient to accomplish same.

In utilizing the Easement Area, Grantor and Grantee both agree to comply with any applicable State, local, or Federal laws or regulations for public health or safety, construction or environmental protection.

Grantor represents and warrants that to the best of its knowledge, Grantor owns the entire fee simple interest in the Easement Area and has the full power and lawful authority to grant this Easement. Grantor also represents and warrants that the Easement Area is free from all encumbrances and that Grantor, its heirs, successors and assigns, and personal representatives shall warrant and forever defend the Easement Area against the lawful claims and demands of all persons claiming by, through, or under the Grantor.

This Easement is the final and complete agreement between the parties concerning the rights granted herein, and supersedes all prior understandings with respect to it. Except as otherwise set forth in this Easement, this Easement may not be modified or terminated, nor may any obligations under it be waived, except by written instrument signed by all parties to the Easement.

Each party agrees to execute such other documents and to perform such other acts as may be reasonably necessary or desirable to further the expressed and intent purpose of this Easement.

The Easement shall run with the land as to all property benefited and burdened thereby, including any partition or division of such property. The rights, covenants, and obligations contained in this Easement shall bind, burden, and benefit Grantor and Grantee, and their respective successors, assigns, lessees, mortgagees, and beneficiaries under any deeds of trust.

IN WITNESS WHEREOF, Grantor has executed this easement this \_\_\_\_ day of \_\_\_\_\_, 2024.

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
GRANTOR

STATE OF OREGON )  
 )  
COUNTY OF \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2024, personally appeared the above-named \_\_\_\_\_, who being duly sworn, did say that he/she is the \_\_\_\_\_ for \_\_\_\_\_, and said instrument was signed and sealed on behalf of said \_\_\_\_\_ and he/she acknowledged said instrument to be its voluntary act and deed. Before me:

\_\_\_\_\_  
Notary Public for Oregon \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

The City Manager of the City of Warrenton, being duly authorized and directed by the City Commission of the City of Warrenton, approves and accepts the foregoing document on behalf of the City of Warrenton. Dated this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Manager

# EXHIBIT A

LEGAL DESCRIPTION:  
UTILITY EASEMENT  
DECEMBER 14, 2023

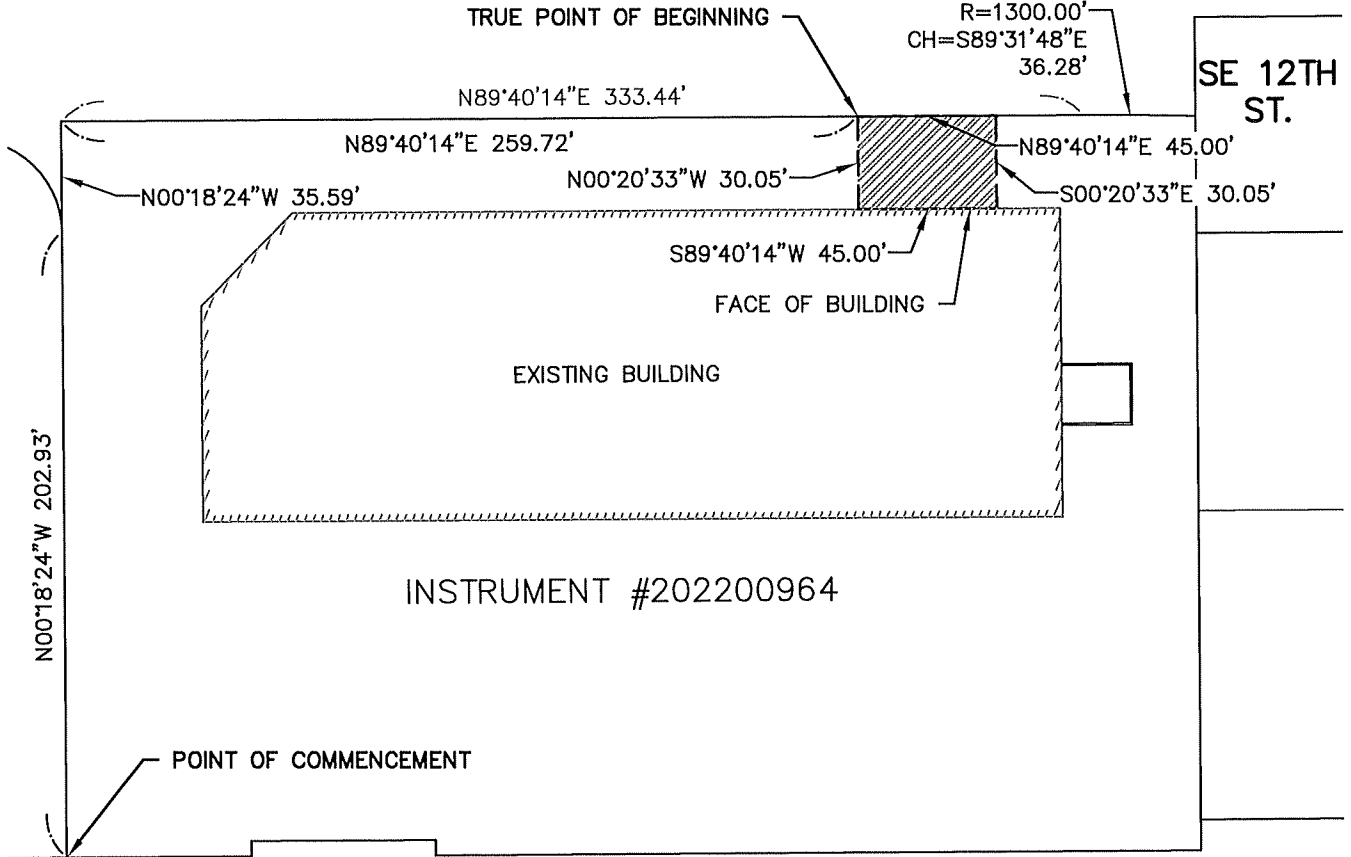
A TRACT OF LAND SITUATED IN THE NORTHEAST ONE-QUARTER OF SECTION 27, TOWNSHIP 8 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON, BEING A PORTION OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 202200964, CLATSOP COUNTY DEED RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED IN INSTRUMENT NUMBER 202200964, SAID CORNER ON RECORD AS BEING NORTH 89°40'14" EAST 339.05 FEET FROM THE SOUTHWEST CORNER OF LOT 1 OF THE PLAT OF "TRONDHEIM ACRES" RECORDED IN INSTRUMENT NUMBER 200907501; THENCE ALONG THE WESTERLY LINE OF SAID TRACT NORTH 00°18'24" WEST 202.93 FEET; THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 00°18'24" WEST 35.59 FEET TO THE NORTHWEST CORNER OF SAID TRACT; THENCE ALONG THE NORTHERLY LINE OF SAID TRACT NORTH 89°40'14" EAST 259.72 FEET TO THE **TRUE POINT OF BEGINNING**; THENCE CONTINUING ALONG SAID NORTHERLY LINE NORTH 89°40'14" EAST 45.00 FEET; THENCE LEAVING SAID NORTHERLY LINE SOUTH 00°20'33" EAST 30.05 FEET, MORE OR LESS, TO THE FACE OF AN EXISTING BUILDING; THENCE ALONG SAID FACE OF BUILDING SOUTH 89°40'14" WEST 45.00 FEET; THENCE LEAVING SAID FACE OF BUILDING NORTH 00°20'33" WEST 30.05 FEET TO THE **TRUE POINT OF BEGINNING**.

CONTAINS 1,352 SQUARE FEET, MORE OR LESS.

**EXHIBIT B**  
**UTILITY EASEMENT**  
 LOCATED IN THE NORTHEAST ONE-QUARTER OF SECTION 27,  
 TOWNSHIP 8 NORTH, RANGE 10 WEST, W.M.,  
 CITY OF WARRENTON, CLATSOP COUNTY, OREGON  
 DECEMBER 14, 2023

L=36.28'  
 Δ=1°35'57"  
 R=1300.00'  
 CH=S89°31'48"E  
 36.28'



SE 12TH PLACE  
 ALTERNATE HWY 101

**LEGEND:**

 - UTILITY EASEMENT



SCALE: 1" = 60'

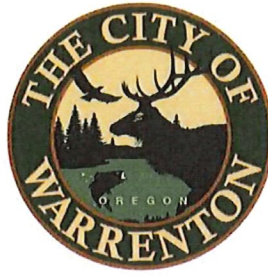
REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

*Craig I. Newton*

OREGON  
 MARCH 12, 2019  
 CRAIG I. NEWTON  
 89441PLS

RENEWS 12-31-2024

**TerraCalc**  
*Land Surveying Inc*  
 1615 N.E. Miller Street  
 McMinnville, OR 97128  
 (503) 857-0935  
 www.Terra-calc.com



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
 FROM: Dawne Shaw, City Recorder  
 DATE: February 13, 2024  
 SUBJ: Updating Order of Business for regular City Commission meetings  
 (Resolution 2666)

### SUMMARY

City staff are requesting an update to the City Commission regular meetings Order of Business, to include a section for Reports and Presentations. This would be a place on the agenda for staff/department reports, and also reports and presentations by outside entities, which do not require a motion or vote of approval. This addition to the agenda would allow for questions or discussion on reports, without pulling them out of the consent calendar. Staff have prepared Resolution No. 2666 for your consideration.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to adopt Resolution No. 2666; a Resolution Updating the Order of Business for Regular Warrenton City Commission Meetings; Repealing Resolution No. 2516 and all Resolutions in Conflict."*

### ALTERNATIVE

Other action as deemed appropriate by the City Commission

### FISCAL IMPACT

N/A

Approved by City Manager: \_\_\_\_\_

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

RESOLUTION NO. 2666

Introduced by All Commissioners

A RESOLUTION UPDATING THE ORDER OF BUSINESS FOR REGULAR WARRENTON CITY COMMISSION MEETINGS; REPEALING RESOLUTION NO. 2516 AND ALL RESOLUTIONS IN CONFLICT

WHEREAS, City of Warrenton staff would like to add a section on the City Commission meeting agendas for staff/department reports, and reports or presentation from outside entities; and

WHEREAS, staff believe this would be beneficial and allow for questions or highlights on items that do not require City Commission approval or motion; and

WHEREAS, City of Warrenton staff hereby request to update the Order of Business for City Commission regular meetings, to add a section for Reports and Presentations;

NOW, THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton that the following Order of Business for regular Commission Meetings is hereby established:

1. Call to Order
2. Pledge of Allegiance
3. Consent Calendar
4. Commissioner Reports
5. Public Comment
6. Reports and Presentations
7. Public Hearings
8. Business Items
9. Discussion Items
10. Good of the Order
11. Executive Session
12. Adjournment

This resolution shall take effect immediately upon its passage.

Adopted by the City Commission of the City of Warrenton this \_\_\_ day of \_\_\_\_\_ 2024.

APPROVED

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

ATTEST

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder