



City of Warrenton City Commission Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, August 26, 2025

The meeting will be broadcast via Zoom at the following link

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

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

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

You may provide public comment using the following methods:

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

City Commission Regular Meeting 6:00 PM

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Consent Calendar**
 - A. City Commission Meeting Minutes 2025.08.12
 - B. Police Department Monthly Report – June 2025
 - C. Dispatch Services Agreement – Police Department
 - D. Dispatch Services Agreement – Fire Department
4. **Commissioner Reports**
5. **Public Comment**
6. **Public Hearings** – None
7. **Business Items**
 - A. Proclamation – Daughters of the American Revolution
 - B. Presentation – Rural Healthcare
 - C. Consideration of Ordinance No. 1295; Shopping Carts – Second Reading and Adoption
 - D. Consideration of Resolution No. 2708; Setting Public Hearing Date for Amending Ordinance No. 1217
 - E. Consideration of Request to Work After Hours – Hammond Transmission Waterline
8. **Discussion Items** – None
9. **Good of the Order**

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.

10. Executive Session

11. Adjournment

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City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, August 12, 2025

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

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio (via Zoom)	X	
Tom Dyer	X	
Paul Mitchell	X	
Henry Balensifer, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Dawne Shaw
Police Chief Mathew Workman	Public Works Director Kevin Gorman
Fire Chief Brian Alsbury	Planning Director Jeff Adams

3. **Consent Calendar**

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

A. Commission Meeting Minutes 2025.07.22

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

4. **Commissioner Reports**

Commissioner Mitchell noted he and Commissioner Poe attended the ribbon cutting at Fred Meyers.

City Manager Esther Moberg noted staff have been working hard on the Hammond Community Garden and noted the ribbon cutting on August 22nd at 6pm.

Commissioner Dyer stated he will be resigning from his seat on the commission as he has been diagnosed with cancer.

5. Public Comment

Tony Faletti provided comments on the waterline change order, marina staff, the new trail signs and the state of the recycling center.

Brian Maltman provided comments regarding concerns with building in the area of Gardenia.

6. Public Hearings – None

7. Business Items

Mayor Balensifer requested to consider item 7B before 7A; there were no objections.

B. Consideration of Change Order No. 1 – Raw Waterline Replacement Project:

Public Works Director Kevin Gorman reviewed the change order for the raw waterline replacement project construction contract. He noted the project is ahead of schedule and that contaminated soil was discovered during the project. Brief discussion followed on the contaminated soil.

Motion:	Move to approve Change Order No. 1 to the construction contract with Trench Line Excavation for the RP-2 Project, increasing the not-to-exceed contract amount from \$898,181.59 to \$912,803.50.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Dyer	X			
	Balensifer	X			
Passed:	5/0				

A. Consideration of Ordinance No. 1295:

Police Chief Mathew Workman presented Ordinance No. 1295 for its first reading. He noted the ordinance was discussed at the last meeting and nothing has changed. Mayor Balensifer noted the two public comments submitted from Costco employees. There was brief discussion on enforcement of the ordinance.

Motion:	Move to conduct the first reading, by title only, of Ordinance No. 1295.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused

Vote:	Poe	X			
	Sollaccio	X			
	Mitchell	X			
	Dyer	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1295; an Ordinance Adding Chapter 5.16, Shopping Carts to the Warrenton Municipal Code.

8. Discussion items

A. Renaming NE Iredale Avenue of the City of Warrenton:

Planning Director Jeff Adams stated there are three streets sharing the Iredale name in the City of Warrenton and briefly reviewed the history. He reviewed the naming requirements as outlined in city code and noted several renaming options for NE Iredale Avenue. Discussion continued on the name options. Consensus was "Isobar."

9. Good of the Order

Commissioner Sollaccio stated she had the honor of attending the fire drill/medical drill and noted the level of knowledge and compassion of our volunteers.

Commissioner Mitchell noted the idea of advertising/messaging on fire trucks and the revenue that would create. He again noted the grass around the trees in the Hammond planting strip.

City Manager Moberg provided comments on working with Commissioner Dyer and commented on the recycling center.

Mayor Balensifer asked Police Chief Workman about the cameras at the recycling center; Chief Workman responded. Mayor Balensifer also asked if staff could provide a written answer to Maltman's question; Moberg confirmed.

10. Executive Session

Under the authority of ORS 192.660 (2)(h); to consult with counsel regarding pending litigation or litigation likely to be filed.

11. Adjournment

At 6:48 pm, Mayor Balensifer noted the commission will now meet in Executive Session under ORS 192.660 (2)(h).

There being no further business, Mayor Balenisfer adjourned the meeting at 7:10 pm.

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

Approved:

Attest:

Henry A. Balenisfer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: August 26, 2025
 RE: July 2025 Stats Report

Upcoming Dates:

- 08/27 – 911 Subscriber Meeting
- 09/02 – First Day of School
- 09/04 – WPD Training Day
- 09/18 – LEA Meeting
- 09/24-25 – OACP Fall Conf. - DPSST

Highlights Since the Last Report:

- 07/23 – 911 Subscriber Meeting
- 08/01 to 08/31 Buoy 10 Fishing
- 08/07 – WPD Training Day
- 08/21 – LEA Meeting
- 08/22 – WGS Community Resource Fair

Traffic Statistic Highlights:

- One (1) Fail to Carry and Present Citation
- Four (4) Driving While Suspended Citations/Arrests
- Two (2) Careless Driving Citations/Arrests
- Six (6) Speeding Citations
- Three (3) Failure to Yield or Traffic Control Device Citations
- Two (2) Following Too Close Citations
- Nine (9) Insurance Citations
- Two (2) Fail to Install Interlock Device Citation
- Five (5) Driver's License Citations
- Three (3) License/Registration Citations
- One Hundred Forty-Four (144) other Citations and Warnings
- Twenty-Two (22) Traffic Crash Investigations
- **Citation vs Warning: 181** Traffic Stops: **39** Citations, **142** Warnings; *Warning 78% of the time.*

Overall Statistics:

July Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	740	780	-5%	853	-13%	783	-5%
Incident Reports	205	221	-7%	197	4%	210	-2%
Arrests/Citations	103	81	27%	116	-11%	168	-39%
Traffic Stops/ Events	227	211	8%	219	4%	196	16%
DUII's	0	2	-100%	1	-100%	4	-100%
Traffic Crashes	22	21	5%	16	38%	21	5%
Property Crimes	91	104	-13%	93	-2%	110	-17%
Person Crimes	63	78	-19%	82	-23%	90	-30%
Drug/Narcotics Calls	6	5	20%	9	-33%	2	200%
Animal Calls	28	37	-24%	38	-26%	34	-18%
Officer O.T.	101	205.5	-51%	85.25	18%	178.8	-43%
Reserve Hours	0	0	0%	0	0%	0	0%

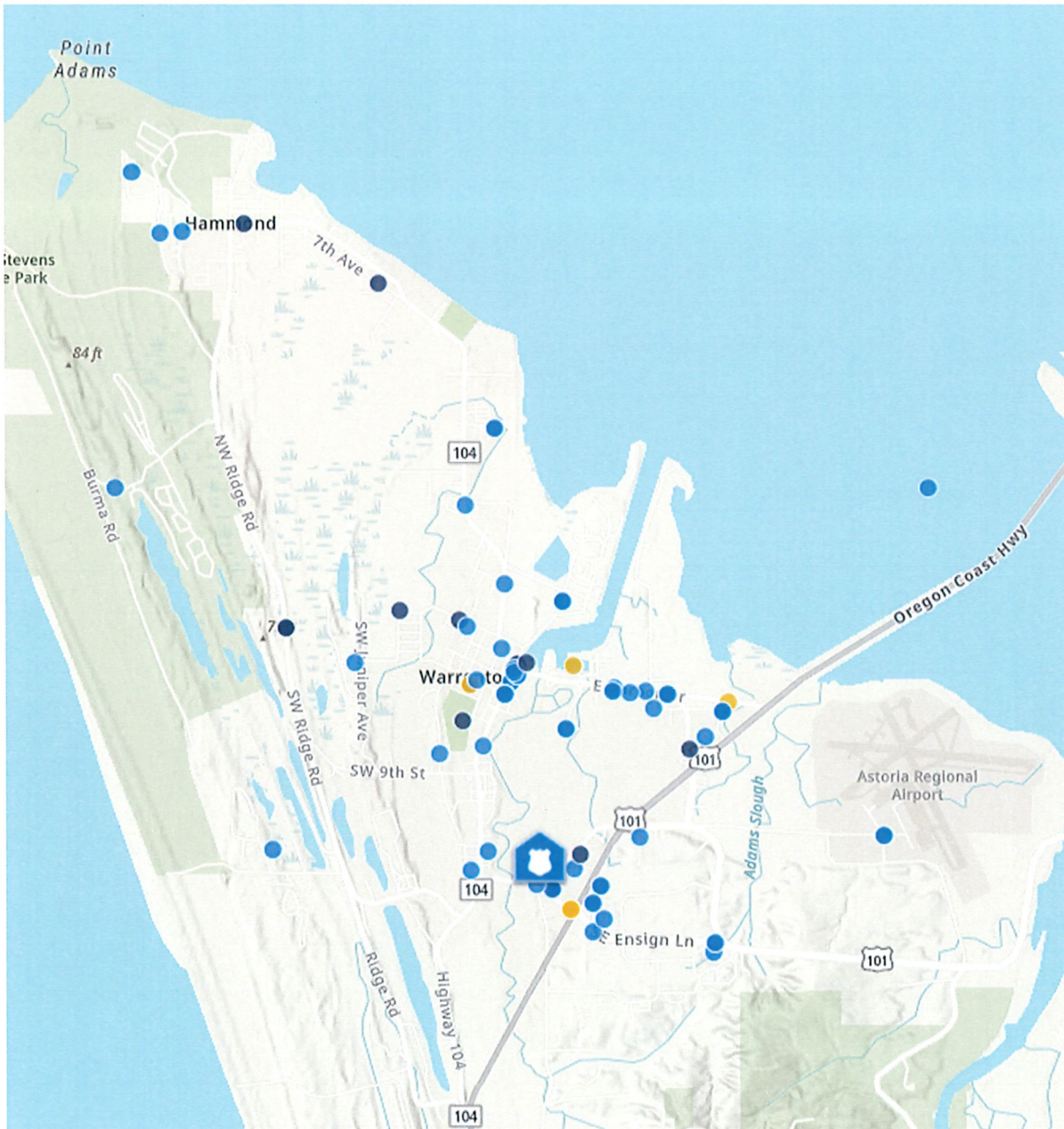
Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	644	581	654	723	854	719	740			
Incident Reports	205	190	224	237	255	200	205			
Arrests/Citations	91	63	103	92	89	119	103			
Traffic Stops/ Events	160	110	132	249	304	193	227			
DUII's	8	3	2	1	1	2	0			
Traffic Crashes	20	20	17	17	17	16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

Category	Nov	Dec	2025 YTD	2025 Estimate	2024	2025 v 2024	2023	2024 v. 2023	2022	2025 v. 2022
Calls for Service			4915	8426	8458	0%	9084	-7%	8050	5%
Incident Reports			1516	2599	2618	-1%	2529	3%	2484	5%
Arrests/Citations			660	1131	1317	-14%	1335	-15%	1602	-29%
Traffic Stops/ Events			1375	2357	2215	6%	2369	-1%	1848	28%
DUII's			17	29	27	8%	30	-3%	34	-14%
Traffic Crashes			129	221	209	6%	217	2%	168	32%
Property Crimes			596	1022	1190	-14%	1127	-9%	1204	-15%
Person Crimes			401	687	786	-13%	825	-17%	811	-15%
Drug/Narcotics Calls			28	48	56	-14%	60	-20%	40	20%
Animal Calls			177	303	307	-1%	335	-9%	273	11%
Officer O.T.			773.85	1327	1635.3	-19%	1572	-16%	2212.8	-40%
Reserve Hours			0	0	0	0%	0	0%	0	0%

July Homeless Incidents		2025	2024	2023	2022
	Code 40 (Normal)	34	37	28	44
	Code 41 (Aggressive)	7	0	3	4
	July Monthly Total:	41	37	31	48
	YTD Total Homeless Incidents	244	320	234	220
July Elk Incidents		2025	2024	2023	2022
	Interaction:	1	1	2	0
	Traffic Accidents:	1	0	0	1
	Traffic Complaints:	0	1	0	0
	July Monthly Total:	2	2	2	1
	YTD Total Elk Incidents	5	8	15	8

The following is a graphic representation of statistics for **July 2025** using our **CityProtect** membership (formerly CrimeReports.com). The "Dots" represent the location of a call, and if you zoom in on the map, you will see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website (www.cityprotect.com), you can zoom in on each incident for more details.

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





City Commission Agenda Memo

Meeting Date: August 26, 2025
 From: Mathew J. Workman, Chief of Police
 Subject: 2025-2026 Dispatch Services Agreement

Summary:

The Warrenton Police Department contracts with the Astoria Police Department for police dispatch services. Each year, the City must sign a "Public Safety Dispatch Services Agreement" with the City of Astoria to set the terms and conditions to provide these services. These services are budgeted for the FY 2025-2026 City Budget. Historically, the agreement is signed by the respective City Mayor and City Manager from each City. I was advised this can be handled as a Consent Agenda item or as a Business Item. I have included a suggested motion in the recommendation, if needed.

Recommendation/Suggested Motion:

Approve the 2025-2026 Public Safety Dispatch Services Agreement and have it signed by the Mayor and City Manager.

"I move to approve the Public Safety Dispatch Services Agreement with the City of Astoria for Fiscal Year 2025 – 2026 and to have the Mayor and the City Manager sign the agreement."

Alternative:

Not feasible. This would necessitate the creation and operation of our own dispatch center.

Fiscal Impact:

The FY 2025-2026 dispatch services will cost the City \$221,950, around an 8.2% decrease from \$241,706 in FY 2024-2025.

Attachments:

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

- One (1) copy of the 2025 – 2026 Public Safety Dispatch Services Agreement.

Approved by City Manager: _____

Esther Moberg

AGREEMENT

PUBLIC SAFETY DISPATCH SERVICES

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

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for City emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Providing LEADS teletype service to authorized personnel and agencies using ORI OR0040400.
7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$221,950.00 for the period of July 1, 2025 to June 30, 2026.

The sum of \$221,950.00, payment due on September 30, 2025

OR

1. For the period from the 1st day of July, 2025 to the 30th day of September, 2025, the sum of \$55,487.50, payment due on September 30, 2025;
2. For the period from the 1st day of October, 2025 to the 31st day of December, 2025, the sum of \$55,487.50, payment due on December 31, 2025;
3. For the period from the 1st day of January, 2026 to the 31st day of March, 2026, the sum of \$55,487.50, payment due on March 31, 2026;
4. For the period from the 1st day of April, 2026 to the 30th day of June, 2026, the sum of \$55,487.50, payment due on June 30, 2026.

III. LIABILITY INSURANCE

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

IV. INDEMNIFICATION

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

V. TELEPHONE LINES

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

VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2025 to June 30, 2026 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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



AGENDA MEMORANDUM

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

Copy: Esther Moberg, City Manager

From: Brian Alsbury, Fire Chief

Date: August 26, 2025

Regarding: 2025/2026 Fire Dispatch Services Agreement

Summary

The Warrenton Fire Department contracts with the Astoria Police Department for Fire Dispatch Services. Each year, the City must sign a "Subscriber Agreement" with the City of Astoria to establish the terms and conditions for providing these services. These services are budgeted in the FY 2025/2026 City Budget. Historically, the agreement is signed by the respective City Mayor and City Manager from each City.

Fiscal year 2025/2026 contract for services = \$34,272.00

Fiscal year 2024/2025 contract for services = \$37,407.00

The fiscal year 2025/2026 contract for services is **\$3,135.00 less** than the fiscal year 2024/2025 contract.

Recommendation / Suggested Motion

Approve the 2025-2026 Fire Dispatch Services Agreement and have it signed by the mayor.

"I move to approve the Fire Dispatch Services Agreement with the City of Astoria for Fiscal Year 2025/2026 and authorize the Mayor Balensifer to sign the agreement."

Alternative

Not feasible.

Fiscal Impact

The FY 2025-2026 dispatch services will cost the city \$34,272.00, a decrease of \$3,135.00 from FY 2024/2025.

Attachments

Two (2) copies of the 2025/2026 Fire Dispatch Services Agreement.

Approved by City Manager:

AGREEMENT PUBLIC SAFETY (FIRE) DISPATCH SERVICES

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

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

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

I. SERVICES TO BE PROVIDED BY ASTORIA

A. Basic Services

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

1. Answering service for City emergency incoming telephone lines;
2. Advising appropriate agency by means of radio of services requested by the public;
3. Answering radio calls for service and provide appropriate information to authorized personnel;
4. Maintaining a log of citizen-called-for services;
5. Provide communications equipment infrastructure maintenance for all equipment licensed by the FCC to Astoria 911 not including end user equipment.
6. Providing LEDES teletype service to authorized personnel and agencies using ORI OR0040100.
7. Manage maintenance, repair and replacement of equipment and infrastructure that makes up the land-mobile radio system such as radios, repeaters, switches, routers, microwave that are located at radio sites: Megler, Wickiup, Cathlamet, Tillamook Head, Tolovana, Humbug, Reservoir and Skyline. The City remains responsible for all end-user equipment including portable radios, portable repeaters, vehicle mounted radios, and cradle points.

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

II. CONSIDERATION

- A. For the service provided by Astoria under Section I.A. 1-6, City agrees to a cost of \$34,272.00 for the period of July 1, 2025 to June 30, 2026.

The sum of \$34,272.00, payment due on September 30, 2025

OR

1. For the period from the 1st day of July, 2025 to the 30th day of September, 2025, the sum of \$8,568.00, payment due on September 30, 2025;
2. For the period from the 1st day of October, 2025 to the 31st day of December, 2025, the sum of \$8,568.00, payment due on December 31, 2025;
3. For the period from the 1st day of January, 2026 to the 31st day of March, 2026, the sum of \$8,568.00, payment due on March 31, 2026;
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III. LIABILITY INSURANCE

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IV. INDEMNIFICATION

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VI. TERM OF CONTRACT

This contract shall be effective from July 1, 2025 to June 30, 2026 and may be modified or renewed upon the consent of both parties. This contract may be terminated at any time by either party provided that the terminating party gives the other party at least ninety (90) days written notice.

VII. ATTORNEY FEES

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

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

City of Astoria

City of Warrenton

By Sean Fitzpatrick, Mayor

By Printed Name, Title

By Scott Spence, City Manager

By Printed Name, Title

APPROVED AS TO FORM

Astoria City Attorney
Blair Henningsgaard

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PERSONAL SERVICES AGREEMENT

**CITY OF WARRENTON
and
BEERY, ELSNER & HAMMOND, LLP**

THIS PERSONAL SERVICES AGREEMENT (“Agreement”) is made and entered into as of the last date of signature below, by and between the City of Warrenton, an Oregon municipal corporation (“CITY”), and Beery, Elsner & Hammond, LLP, an Oregon limited liability partnership (“ATTORNEY”).

WHEREAS, ATTORNEY has served as City Attorney for CITY since July 2017; and

WHEREAS, the existing engagement contract between the parties expired on December 31, 2019; and

WHEREAS, despite this expiration, both parties continued to operate under the terms of the prior contract, under the assumption and impression that it was in full force and effect; and

WHEREAS, CITY has need for legal services with the particular training, ability, knowledge and experience possessed by ATTORNEY; and

WHEREAS, CITY has determined that ATTORNEY is qualified and capable of performing the professional services as CITY does hereinafter requires, under these terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. LEGAL SERVICES

ATTORNEY will provide legal advice upon request of the City Manager, City Commission, Mayor or other consultants representing CITY. Additional terms of engagement are provided in Exhibit A, which is incorporated into this Agreement.

2. ATTORNEY IDENTIFICATION

ATTORNEY shall furnish CITY with its employer identification number, as designated by the Internal Revenue Service.

3. COMPENSATION

A. Payment will be made to the ATTORNEY for the services identified based upon a detailed monthly billing showing work performed. Payment will be made within 30 days of CITY'S receipt of the detailed monthly billing from ATTORNEY.

B. Hourly rates:

Partners and Of Counsel	\$305.00
Senior Associates	\$285.00
Associates	\$265.00
Paralegals	\$185.00
Legal Assistants	\$160.00
Law Clerk	\$100.00

It is understood that the above rates may be adjusted or changed by ATTORNEY on not more than a yearly basis with not less than 60 days written notice to CITY.

C. CITY shall reimburse ATTORNEY for out-of-pocket expenses at ATTORNEY'S direct cost without additional markup.

4. INDEPENDENT CONTRACTOR

ATTORNEY shall be an independent contractor for all purposes and shall be entitled to no compensation other than the compensation provided for under paragraph 3 of this Agreement.

5. TERM AND TERMINATION

At any time with or without cause, CITY or ATTORNEY shall have the right to terminate this Agreement. If CITY terminates the Agreement, it shall deliver full payment to ATTORNEY for services rendered to the date of termination.

6. INDEMNITY AND INSURANCE

A. Indemnity: ATTORNEY shall defend, indemnify, and hold the CITY, its officers, and employees harmless from any third-party claims that result in liability, loss, or expenses to the CITY, provided that such duty is limited to the proportional extent that the liability, loss, or expense results from the negligence or willful misconduct of ATTORNEY in the performance of its services under this agreement. Notwithstanding the foregoing, CITY acknowledges that ATTORNEY while performing legal services is acting in its capacity as City Attorney as an Officer and an Agent of the City, and therefore CITY agrees to be responsible under the terms of the Oregon Tort Claims Act (ORS 30.260 to 30.300) for defending, saving harmless, and indemnifying ATTORNEY while it is acting within the professional scope of its engagement for the performance of legal services as City Attorney. Any claim by the CITY against ATTORNEY for legal malpractice is excluded from this indemnity.

- B. Liability Insurance: ATTORNEY shall maintain professional liability insurance insuring ATTORNEY against errors or omissions in the amount and on the conditions required by the Professional Liability Fund of the Oregon State Bar. ATTORNEY shall also maintain commercial general liability insurance covering Bodily Injury, Property Damage, and Personal Injury for at least \$1,000,000 per occurrence and at least \$2,000,000 in the aggregate per project.
- C. Workers Compensation Coverage: ATTORNEY hereby certifies that ATTORNEY has qualified for State of Oregon Worker's Compensation coverage either as a carrier-insured employer or as a self-insured employer.

7. NOTICES

All notices shall be made in writing and may be given by email or by mail, addressed as follows:

CITY: Esther Moberg, City Manager
City of Warrenton
P.O. Box 250
Warrenton, OR 97146-0250
Email: emoberg@warrentonoregon.us

ATTORNEY: Josh Soper, Partner
Beery, Elsner & Hammond, LLP
1804 NE 45th Ave.
Portland, OR 97213-1416
Email: josh.soper@behlaw.com

8. BAR MEMBERSHIP

ATTORNEY is responsible for maintaining professional standing, as members of the Oregon State Bar Association, of all its attorneys providing services pursuant to this contract.

9. WORK IS CITY PROPERTY

All work, including, but not limited to documents, drawings, papers, electronic media, and photographs, performed or produced by ATTORNEY under this Agreement, shall be the property of CITY.

10. SUCCESSORS AND ASSIGNMENTS

- A. ATTORNEY shall not assign any of its obligations hereunder without the prior consent of CITY.

B. ATTORNEY may, with CITY'S consent, subcontract services provided under this agreement when a specialized need for legal services arises.

11. MODIFICATION

Any modification of the provisions of this Agreement shall be reduced to writing and signed by the parties.

12. NO WAIVER OF LEGAL RIGHTS

A waiver by a party of any breach by the other shall not be deemed to be a waiver of any subsequent breach.

13. COMPLIANCE WITH LAWS

ATTORNEY shall comply with all applicable Federal, State and local laws, codes, ordinances and regulations applicable to the work in this contract. All provisions of ORS 279B.220 through ORS 279B.235 and ORS 279C.500 through ORS 279C.870 are incorporated herein to the extent applicable to services contracts. Unless otherwise specified, ATTORNEY shall obtain all permits necessary to perform the work.

14. FORCE MAJEURE

Neither ATTORNEY nor CITY shall be held responsible for delay or default caused by an act beyond their reasonable control including but not limited to fire, riot, acts of God, war or pandemic. The party whose performance is delayed or is in default shall make all reasonable efforts to remove or eliminate the cause of the delay or default, and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract.

15. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions or agreements regarding the same subject. If any provision of this contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

[Signatures on next page]

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed by its duly authorized undersigned agents and ATTORNEY has executed this Agreement effective as of the date last signed below.

CITY OF WARRENTON

BEERY, ELSNER & HAMMOND, LLP

By:

Esther Moberg, City Manager

By:

Josh Soper, Partner

Date: _____

Date: _____

Approved by Warrenton City Commission on _____, 2025.

EXHIBIT A

TERMS OF ENGAGEMENT

Thank you for selecting our firm to represent your organization. We are pleased to serve you and look forward to a successful professional relationship.

We explain our client service practices and billing procedures below. These practices and procedures will apply to your account unless you have reached a different written understanding with us. We encourage you to discuss them with our attorneys at the start of an engagement and whenever you have any questions during that engagement.

GENERAL PHILOSOPHY AND CONCEPT OF REPRESENTATION

The firm operates as a team. While the firm assigns an attorney to serve as the primary contact for each client, we share work and will involve whichever lawyers and personnel as circumstances warrant are best suited to serve your legal needs. While we can never guarantee a particular outcome, our goal is to see that your legal needs are met in the most cost-effective and efficient manner possible, and this team approach permits us to achieve that goal. Please do not hesitate to reach out to your primary contact or a partner at the firm with any concerns about a lawyer or firm personnel working on a matter for you.

COMMUNICATION PRACTICES

Our firm will communicate with authorized representatives of your entity regarding the work we are asked to perform on your behalf. We typically use standard means of professional communication, including telephone discussions, videoconferencing and e-mail communications, although there are times we may use less standard forms of communications such as text messaging. In today's world of technology of viruses and hacking, there is some risk that third parties may intercept or otherwise gain access to confidential communications between our firm and your authorized representatives. We believe the benefits of using these forms of communication outweigh the risk of accidental or malicious disclosure. But we will use whatever means of communication that you prefer if you inform us of your preferences. Nonetheless, we recommend that your authorized representatives avoid using computers or other communication tools that are owned, controlled, or accessible by others, such as public Wi-Fi networks or shared public computers when communicating with our office. Use of any computer, device, or account that is accessible by others increases the risk of disclosure of confidential information. Any devices used to communicate with our firm should be password protected.

BILLING PRACTICES

We bill monthly throughout the engagement for a particular matter, and our periodic bills are due when rendered. Our bills contain a concise summary of each matter for which legal services are rendered and a fee is charged. We bill in one-tenth hourly (six-minute) increments. Payment is due within 30 days of receipt, and the firm retains the right to charge interest on overdue bills at

an annual rate of 9%. Please review your bills upon receipt. If you do not object to a bill within 30 days, the bill is deemed final. Please do not hesitate to contact us if you have a concern about a fee or billing issue.

COSTS AND EXPENSES

We strive to serve you through the most cost-effective and efficient support systems available. Our internal charges typically include such items as courier services, certain charges for legal research, engagement of outside contractors and charges for photocopying materials. We may request an advance cost deposit when we expect that we will be required to incur substantial advanced costs on your behalf. We pass along out-of-pocket expenses at cost. Travel time is billed at our hourly rates and mileage is billed at current IRS rates.

RATE CHANGES

We adjust our standard rates and chargeable costs from time to time but not more than yearly. Such adjusted rates will be charged for time spent only after the effective date of the adjustment. We will provide you with at least 60 days' notice of any rate change. If you have any questions or concerns regarding billing matters or our rates, please contact us.

CONFLICTS OF INTEREST

We have checked a list of our other clients to see whether representing you would create a conflict of interest. We are not aware of any such conflicts. Please inform us immediately if you become aware of any actual or potential conflict of interest that may arise.

PRIVACY/CONFIDENTIALITY POLICY

Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than other privacy laws. We have always protected each client's right to privacy and will continue to do so. We want you to know that all information that we receive from a client is held in confidence, and is not released to people outside the firm, except as agreed by the client, or as required under applicable law. To accomplish this, we maintain physical, electronic, and procedural safeguards that comply with our professional standards.

TERMINATION OF SERVICES

We retain the right to stop performing legal services and to terminate our legal representation for any reason consistent with the applicable ethical rules, including unanticipated conflicts of interest or unpaid legal fees and expenses. You retain the right to discharge the firm for any reason at any time. You agree that if you discharge the firm or we terminate our legal representation as provided above, you remain liable for all fees, costs, and expenses actually incurred under this contract, which may include work we are required to perform on your behalf after you transition to another attorney, and that you will make payment in full.

CHOICE OF LAW/VENUE

This agreement shall be considered to have been negotiated, signed, and delivered, and to be wholly performed, in the state of Oregon in the United States, and the rights and obligations of the parties to this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Oregon without giving effect to that state's or any other state's or country's choice-of-law principles. You further agree that any claim or dispute you may have against the firm will be resolved by a state or federal court located in Multnomah County, Oregon. You agree to submit to the personal jurisdiction of the courts located within Multnomah County, Oregon, for the purpose of litigating any and all such claims or disputes. Each party shall be responsible for its own costs and attorney fees for any claim, action, suit or proceeding, including any appeal.

FILE RETENTION

We securely store our electronic files either on a local server, a remote backup server or using a cloud service. Physical files, of which there are not many, are stored securely at the firm's offices or an offsite storage facility. Email communications are stored in the cloud unless and until they are downloaded to a local server. We believe your files and information are secure using these methods, however, if you have any concerns about the security of your files, please let us know and we will take reasonable and appropriate steps to alleviate your concerns. Upon termination, we will return any requested files to you. Unless otherwise required by law to be kept for a longer period of time, electronic and physical files will be destroyed after 10 years. Collection and returning of files is charged at our then in-place billable rates.

MARKETING

Our firm will, on occasion, publicize the clients with which we work. For example, we generally list the names of clients on our website or refer to them in proposals for new clients. Any information we share about clients includes only that which is publicly available. We will assume that by engaging the services of our firm, you consent to our firm using your entity's name and any publicly available information in such marketing. You may withdraw this consent at any time by providing written notice to our office manager.

QUESTIONS

We take pride in delivering legal services effectively and efficiently and in providing accurate and understandable billings. Please direct any questions about our services or billing practices to the lawyer responsible for your account. Any questions regarding the billing or payment status of your account should be promptly directed to the primary attorney on your matter or to Yen Huynh at (503) 226-7191.



Warrenton City Commission Public Comment Form

Name: Mike Baleasofa

Address: WARRENTON 947 SE Anchor Ave, Warrenton, OR
97146

Email: on file

Does your comment have to do with an agenda item? (Y or N) Don't know

Briefly describe your topic: Fill

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.

PROCLAMATION

WHEREAS, September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS, Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week;

NOW, THEREFORE, I, Henry A. Balensifer, III by virtue of the authority vested in me as Mayor of the City of Warrenton, in the State of Oregon, do hereby proclaim September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Warrenton to be affixed on this 26th day of August 2025.

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder



City Commission Agenda Memo

Meeting Date: August 26, 2025
From: Mathew J. Workman, Chief of Police
Subject: 2nd Reading Ordinance 1295 – Shopping Carts

Summary:

On August 12, 2025, we had the first reading of Ord. 1295. This will be the second reading and adoption.

Recommendation/Suggested Motion:

"I move to conduct the second reading by title only of Ordinance No. 1295."

then,

"I move to adopt Ordinance No. 1295."

Alternative:

None recommended

Fiscal Impact:

There will be no fiscal increase as it will be enforced using current budgeted resources, though there will be a slight revenue increase from the fees and fines established by the ordinance.

Attachments:

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

- Ordinance No. 1295

Approved by City Manager: _____

ORDINANCE NO. 1295

Introduced by All Commissioners

AN ORDINANCE ADDING CHAPTER 5.16 SHOPPING CARTS
TO THE WARRENTON MUNICIPAL CODE

WHEREAS, ORS 98.515 authorizes local governments to enact or adopt an ordinance to prohibit the unauthorized appropriation of a shopping cart from a business premise and to provide for the salvage or reclamation of an abandoned shopping cart; and

WHEREAS, ORS 98.520 establishes the requirements that local governments must substantially comply with when regulating abandoned shopping carts; and

WHEREAS, the City has several businesses that supply shopping carts for customers to use while shopping at the business; and

WHEREAS, people often remove or appropriate these shopping carts from the business property and leave them at various locations around the city; and

WHEREAS, the shopping carts are both an eyesore and can become a hazard by blowing into traffic, blocking roadways, and blocking sidewalks; and

WHEREAS, the City wishes to enact regulations prohibiting the abandonment of shopping carts; and

NOW, THEREFORE, the City of Warrenton ordains as follows: (Key: new, ~~remove~~)

Section 1. Warrenton Municipal Code Chapter 5.16 Shopping Carts is hereby added to read as follows:

Chapter 5.16 SHOPPING CARTS

5.16.010 Requirements for Shopping Cart Providers.

A person, business, or entity that supplies shopping carts for public use shall:

A. Post signs in sufficient number to:

- 1. Give notice to members of the public entering onto or leaving the business premises that unauthorized appropriation of a shopping cart is a crime under ORS 164.015; and**
- 2. Provide a toll-free telephone number that members of the public may use to report abandoned shopping carts. For the purposes of this chapter, the Warrenton Police Chief, or designee, shall assign a non-emergency, toll-free phone number for use by a person, business, or entity that supplies shopping carts as provided under this chapter.**

B. Identify the person, business, or entity that holds ownership of each shopping

cart and post a sign on the shopping cart that:

1. Notifies any member of the public using the shopping cart that unauthorized appropriation of a shopping cart is a crime under ORS 164.015; and
 2. Provides the City's non-emergency, toll-free telephone number for use in reporting an abandoned shopping cart.
- C. Retrieve, or at their discretion, contract for the retrieval of abandoned shopping carts belonging to the person, business, or entity.

5.16.020 Retrieval and Disposal of Shopping Carts – Fees and Enforcement.

- A. For the purposes of this chapter, a shopping cart shall be determined to be abandoned if it is found off the premises where it is intended for normal business use.
- B. If the City identifies, salvages, takes custody, or reclaims an abandoned shopping cart:
1. If the owner is identifiable, the City shall contact the person, business, or entity to report the existence and location of an abandoned shopping cart. The person, business, or entity shall thereafter have 72 hours to retrieve the abandoned shopping cart.
 2. If the owner is unidentifiable, the shopping cart may be immediately disposed of as the City deems appropriate.
- C. The City may return a shopping cart to the owner, business, or entity of the shopping cart for a fee established and set forth in the City fee schedule (the "Return Fee").
- D. The City may impose a fine of \$50.00 on the owner, business, or entity of the shopping cart if they do not retrieve the shopping cart within 72 hours after they receive a report of its existence (the "Failure to Retrieve Fine"). The City shall release the shopping cart to the owner upon payment of the fine.
- E. The City may take title to an abandoned shopping cart in its custody and dispose of the shopping cart as the City deems appropriate, if the owner does not claim the shopping cart within 30 days.
- F. If the owner, business, or entity of the shopping cart agrees, the City may return a shopping cart to the owner, business, or entity of the shopping cart for a fee established and set forth in the City's fee schedule.
- G. In addition to the Return Fee, if a person, business, or entity that holds ownership on each shopping cart violates the provisions of this chapter on more than five occurrences per calendar year, the person, business, or entity shall be deemed a "habitual offender" and subject to the following fees (the "Habitual Offender Fee");

1. More than five violations in a calendar year, but less than ten: the habitual offender shall be subject to an additional fee of \$50 per violation.
 2. More than ten violations in a calendar year: the habitual offender shall be subject to an additional fee of \$100 per violation.
- H. An order requiring payment of a Return Fee or a Habitual Offender Fee must be in writing and shall state the basis for the fee and the authority under which the order is being issued. The order shall be served personally on the habitual offender, or else by certified and regular mail. If the fee order is to be served by certified and regular mail, it must be postmarked within 30 days of the return occurrence or violation.
- I. A Return Fee or a Habitual Offender Fee shall be due and payable no later than 30 days after the date of receipt of the fee order. Any fees remaining unpaid after the due date will accrue interest at one percent per month, compounded daily from the due date.
- J. All fees imposed by this chapter will be a debt due and owing to the City and may be collected by civil action in the name of the City. In lieu of filing an action for the recovery, the City may, at its sole discretion, submit any outstanding amount due to a collection agency, provided, however, that such action shall only be allowed if a fee imposed under this chapter is more than 30 days delinquent.
- K. A person, business, or entity may appeal a Return Fee, a Failure to Retrieve Fine, or a Habitual Offender Fee order issued under this chapter pursuant to the provisions of ORS 34.010-34.102.

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

First Reading: August 12, 2025

Second Reading: August 26, 2025

ADOPTED by the City Commission of the City of Warrenton, Oregon, this 26th day of August 2025.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: August 26, 2025
 From: Jeffrey B. Adams, Planning Director
 Subject: Proposed amendment of Ordinance 1217 vacating certain streets in the Plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton of the City of Warrenton;

Summary:

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

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

There are no public facilities in these vacated Rights of Way. North Coast Industrial LLC is the sole owner of all abutting property.

Recommendation/Suggested Motion:

"I move to set 6:00 pm, September 23, 2025, as the time and date for a public hearing to consider amending Ordinance 1217 vacating certain streets in the Plat of Warrenton Park and in the Plat of Portsmouth Addition to Warrenton in the City of Warrenton, Oregon"

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

None

Attachments:

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

- Ordinance 1217
- Proposed Resolution 2708
- Exhibit "A" Legal Description
- Exhibit "B" Plat

Approved by City Manager: Esther Moberg

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



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

ORDINANCE NO. 1217

INTRODUCED BY ALL COMMISSIONERS

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

WHEREAS, The Warrenton City Commission deems it to be in the best interest of the City to vacate undeveloped street rights-of-way in the plats of Warrenton Park and Portsmouth Addition to Warrenton in the City of Warrenton, County of Clatsop, State of Oregon; and

WHEREAS, a public hearing on the petition was held at the hour of 6:00 p.m. on Tuesday, January 9, 2018, in the Commission's Chambers at Warrenton City Hall; and

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

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

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

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

are hereby vacated. Nothing contained herein shall cause or require the removal or obstruction of any drainage ditch, abandonment of any sewer, water main conduit, utility line, pole or any other thing used or intended to be used for any public service.

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

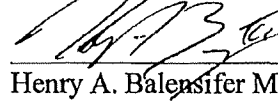
Section 3. This ordinance will take effect 30 days after its adoption by the Warrenton City Commission.

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

February, 2018.

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

APPROVED:



A handwritten signature in black ink, appearing to read 'Henry A. Balensifer', is written over a horizontal line.

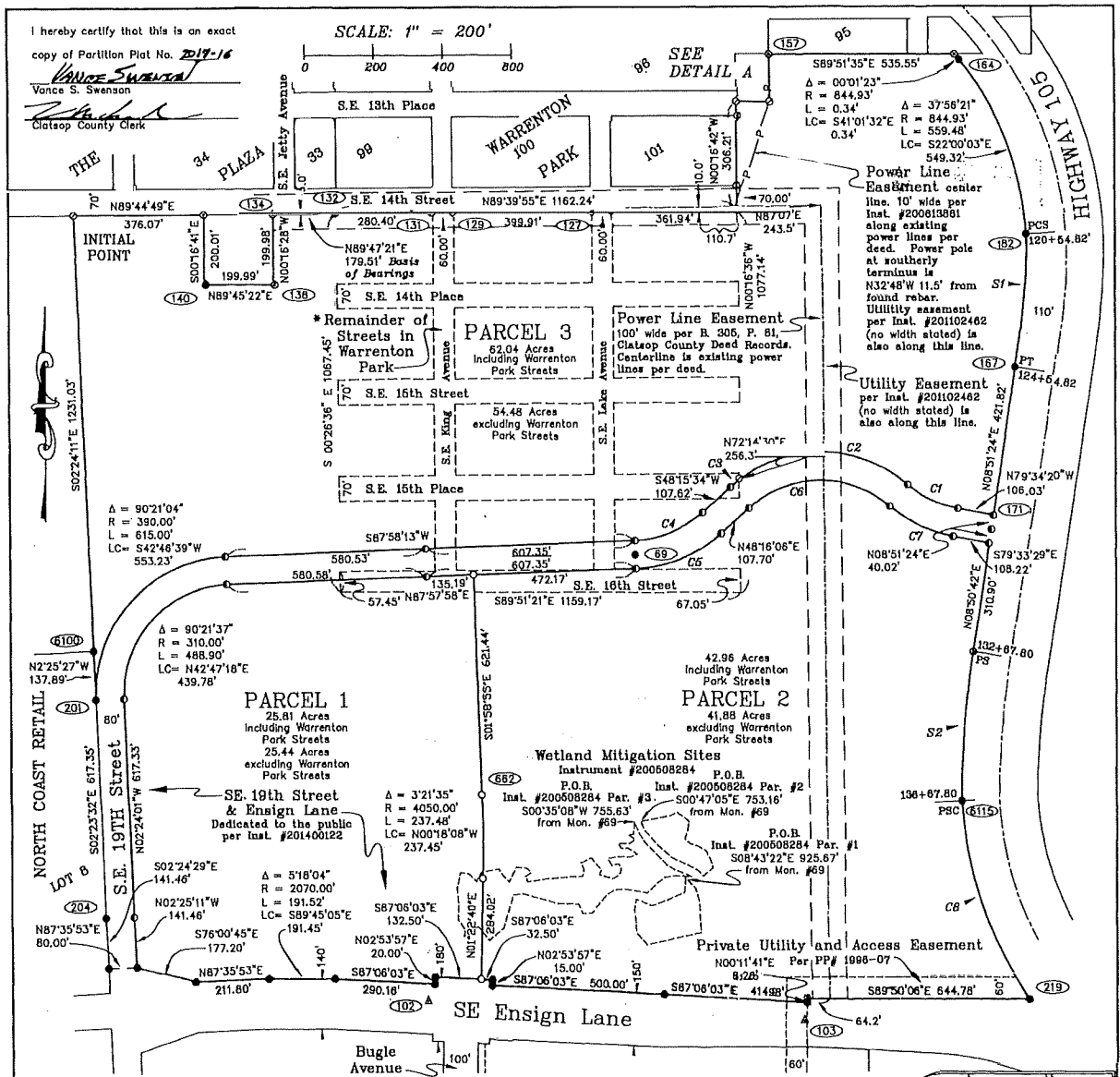
Henry A. Balensifer Mayor

ATTEST:



A handwritten signature in black ink, appearing to read 'Dawne Shaw', is written over a horizontal line.

Dawne Shaw, Deputy City Recorder



* HOW VACATED.
 SEE INST. #201801228

NARRATIVE

Purpose: To partition Parcel No. 3, Partition Plat 2016-005 into Parcels 1, 2 and 3 as shown.

Method: We held our control points and local datum plane from PP# 2006-033 and PP#2016-005. Our basis of bearings is N89°47'21"E between monument numbers 134 and 132 per PP#2006-033. The basis of bearings for PP# 2006-033 originates from CS# 9505 and has been used for all subsequent surveys and deed descriptions within the plat boundaries. Therefore, the boundaries of Parcels 1, 2 and 3, and the record easement locations were determined holding the monuments and the record data from said surveys and plats as shown.

LEGEND

- = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" unless otherwise noted. Set a 6" orange carsonite witness post North or West on right-of-way line 1.0'.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 12922, unless otherwise noted.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on PP#2006-033.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 10767.
- = Found a 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.
- △ = Control point, see control point descriptions.
- ▽ = Monument number reference to description in "Monument Notes".
- CS# = County Survey Number, per Clatsop County Survey Records.
- PP# = Partition Plat Number, per Clatsop County Plat Records.
- Inst. # = Instrument Number, per Clatsop County Deed Records.
- y.p.c. = yellow plastic cap.
- N E = Local datum plane Northing and Easting.

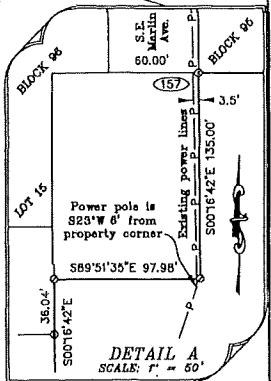
CHORD CURVE TABLE

CURVE	DIRECTION	CHORD	RADIUS	DELTA	LENGTH
C1	N84°33'53"W	160.45'	310.00'	29°59'48"	162.30'
C2	N88°15'38"W	487.45'	390.00'	77°21'19"	526.54'
C3	S50°38'59"W	32.83'	390.00'	4°48'26"	32.84'
C4	S68°07'43"W	210.61'	310.00'	39°43'01"	214.89'
C5	N68°07'29"E	264.96'	390.00'	39°42'59"	270.34'
C6	N89°20'28"E	407.37'	310.00'	82°09'00"	444.48'
C7	S64°35'02"E	201.86'	390.00'	29°59'50"	204.19'
C8	S19°16'18"E	589.44'	1064.93'	32°07'58"	597.24'

CHORD SPIRAL

SPIRAL DIRECTION	CHORD	LS	LS	LS	LS
S1	S04°56'09"W	376.17'	400'	12°00'	1.5
S2	S04°43'03"W	422.36'	400'	12°00'	1.5

NOTE: Highway stations are record only per OSHD map 12F-15-2.



PARTITION PLAT NO. 2017-016

A REPLAT OF PARCEL NO. 3, PARTITION PLAT 2016-005 IN SECTION 27, T.8N., R.10W., W.M. CITY OF WARRENTON, CLATSOP COUNTY, OREGON

SURVEY FOR: CLATSOP COUNTY

SURVEY BY: CLATSOP COUNTY SURVEYOR 1100 OLNEY AVENUE ASTORIA, OREGON, 97103

DATE: Dec. 8, 2017

CHECKED BY: V.S.S.

DRAWN BY: B.G.B. & W.M.L.

REGISTERED PROFESSIONAL LAND SURVEYOR

VANCE S. SWENSON
 OREGON
 65703 LS

RENEWS 07-01-2018

RESOLUTION NO. 2708

INTRODUCED BY ALL COMMISSIONERS

A RESOLUTION OF THE CITY OF WARRENTON, OREGON SETTING 6:00 PM, SEPTEMBER 23, 2025, AS THE TIME AND DATE FOR A PUBLIC HEARING TO CONSIDER AMENDING ORDINANCE 1217 VACATING CERTAIN STREETS IN THE PLAT OF WARRENTON PARK AND IN THE PLAT OF PORTSMOUTH ADDITION TO WARRENTON IN THE CITY OF WARRENTON, OREGON

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED that a public hearing on said petition is hereby set for September 23, 2025, at the hour of 6:00 p.m. at Warrenton City Hall, 225 S. Main Avenue, Warrenton, Oregon.

BE IT FURTHER RESOLVED that the City Recorder shall provide notice of the public hearing as required by Oregon Statutes regarding the proposed vacation petition.

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

This resolution shall take effect immediately upon its passage.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

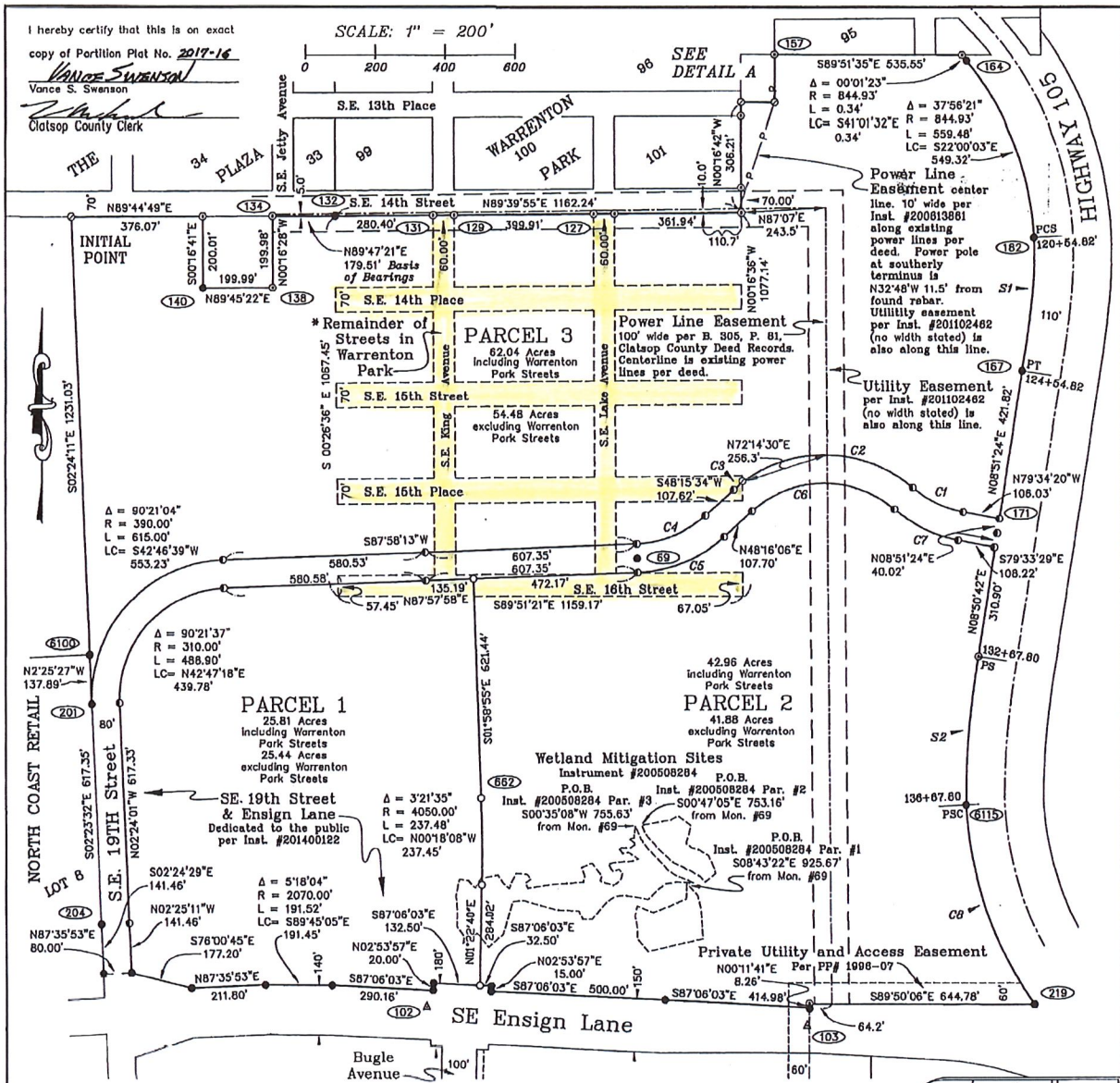
Dawne Shaw, CMC, City Recorder

Exhibit "A"

Legal Description

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

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



I hereby certify that this is an exact copy of Partition Plat No. 2017-16
VANCE SWENSON
 Vance S. Swenson
 Clatsop County Clerk

SCALE: 1" = 200'

SEE DETAIL A

Power Line Easement center line. 10' wide per Inst. #200813881 along existing power lines per deed. Power pole at southerly terminus is N32°48'W 11.5' from S1 found rebar.
 Utility easement per Inst. #201102462 (no width stated) is also along this line.
 Utility Easement per Inst. #201102462 (no width stated) is also along this line.

* NOW VACATED. SEE INST. #201801228

NARRATIVE

Purpose: To partition Parcel No. 3, Partition Plat 2016-005 into Parcels 1, 2 and 3 as shown.
Method: We held our control points and local datum plane from PP# 2006-033 and PP#2016-005. Our basis of bearings is N89°47'21"E between monument numbers 134 and 132 per PP#2006-033. The basis of bearings for PP# 2006-033 originates from CS# 9505 and has been used for all subsequent surveys and deed descriptions within the plot boundaries. Therefore, the boundaries of Parcels 1, 2 and 3, and the record easement locations were determined holding the monuments and the record data from said surveys and plats as shown.

LEGEND

- o = Set 5/8"x30" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" unless otherwise noted. Set o 6" orange corsonite witness post North or West on right-of-way line 1.0'.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 12922, unless otherwise noted.
- = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on PP#2006-033.
- ⊙ = Found 5/8" rebar with y.p.c. stamped "CLATSOP CO. SURVEYOR" set on CS# 10767.
- ⊙ = Found o 5/8" rebar with y.p.c. stamped "HLB INC." set on CS# 9505, unless otherwise noted.
- △ = Control point, see control point descriptions.
- ① = Monument number reference to description in "Monument Notes".
- CS# = County Survey Number, per Clatsop County Survey Records.
- PP# = Partition Plot Number, per Clatsop County Plat Records.
- Inst. # = Instrument Number, per Clatsop County Deed Records.
- y.p.c. = yellow plastic cap.
- N E = Local datum plane Northing and Easting.

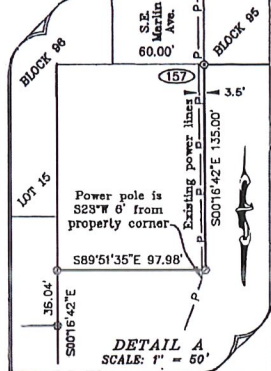
CURVE TABLE

CURVE	DIRECTION	CHORD	CHORD RADIUS	DELTA	LENGTH
C1	N64°33'53"W	160.45'	310.00'	29°59'48"	162.30'
C2	N88°15'38"W	487.45'	390.00'	77°21'19"	526.54'
C3	S50°38'59"W	32.83'	390.00'	4°49'26"	32.84'
C4	S88°07'43"W	210.61'	310.00'	39°43'01"	214.89'
C5	N68°07'29"E	264.96'	390.00'	39°42'59"	270.34'
C6	N89°20'28"E	407.37'	310.00'	82°09'00"	444.48'
C7	S64°35'02"E	201.86'	390.00'	29°59'50"	204.19'
C8	S19°16'18"E	589.44'	1064.93'	32°07'58"	597.24'

SPRAL

SPRAL	DIRECTION	CHORD	CHORD RADIUS	DELTA	LENGTH
S1	S04°56'09"W	376.17'	400'	12°00'	1.5'
S2	S04°43'05"W	422.36'	400'	12°00'	1.5'

NOTE: Highway stations are record only per OSHD map 12F-15-2.



PARTITION PLAT
NO. 2017-016
 A REPLAT OF PARCEL NO. 3,
 PARTITION PLAT 2016-005 IN
 SECTION 27, T.8N., R.10W., W.M.
 CITY OF WARRENTON,
 CLATSOP COUNTY, OREGON

SURVEY FOR:
 CLATSOP COUNTY
 SURVEY BY:
 CLATSOP COUNTY SURVEYOR
 1100 OLNEY AVENUE
 ASTORIA, OREGON, 97103
 DATE:
 Dec. 8, 2017
 DRAWN BY:
 V.S.S.
 CHECKED BY:
 B.G.B. & W.M.L.

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
VANCE SWENSON
 LICENSE NO. 65703
 RENEWS 07-01-2018



City Commission Agenda Memo

Meeting Date: August 26th, 2025
 From: Kevin Gorman, Public Works Director
 Subject: Request to work after hours- Hammond Transmission Waterline Project.

Summary:

North Cascade Excavation, contractor for the Hammond Transmission Main Project, requests permission to perform night work from 7:00 p.m. to 5:00 a.m., Monday through Thursday, along U.S. Highway 101 from Station 24+00 to Station 51+40. All work on NW 13th Street and from Station 51+40 to Station 54+77 would remain within normal daytime hours.

ODOT currently limits all work on Highway 101 even without lane closures to 8:00 a.m. to 4:00 p.m., Monday through Thursday, with no work allowed the day before or after a holiday. These restrictions reduce productivity and prevent four 10-hour shifts. Night work would minimize traffic delays during Buoy 10 fishing season, avoid compounding congestion from bridge repairs, and help maintain the schedule to complete major construction by November 7, 2025, pending ODOT's approval of work hours.

Recommendation/Suggested Motion:

"Move to approve North Cascade Excavation's request to perform night work from 7:00 p.m. to 5:00 a.m., Monday through Thursday, for the Hammond Transmission Main Project between Station 24+00 and Station 51+40, contingent on ODOT's approval of the proposed work hours."

Alternative:

None recommended

Fiscal Impact:

No additional fiscal impact is anticipated beyond the approved budget.

Attachments:

- Map

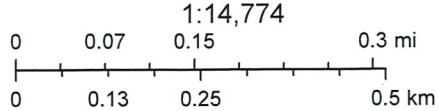
Approved by City Manager: _____

Esther Moberg

HAMMOND TRANSMISSION WATERLINE PHASE 1 CONTRACTOR REQUEST TO PERFORM NIGHT WORK



8/5/2025



Source: Esri, Maxar, Earthstar Geographics, and the GIS User Community



August 25, 2025

To: City Commission of Warrenton

CC: City Manager, City Recorder

RE: Vacancy and Appoint of Vacant Commission Seat

The purpose of this memorandum is to clarify the procedures for vacating a commission seat and to recommend a process for appointing a new commissioner to fill the vacancy.

At the August 12, 2025 meeting, Commissioner Tom Dyer formally announced his intent to resign from Position Number 3 on the Warrenton City Commission, specifying that his effective resignation date would be determined soon. The governing steps for vacating a commission seat and appointing a replacement are set forth in the Warrenton City Charter, Chapter VII, Sections 31 and 32.

Resignation Process:

To resign from the Commission, a commissioner must submit a written notice specifying their intended effective date, addressed to the mayor. If delivered on paper, the notice should be signed; if sent by email, it must come through the official city email system. The mayor will then acknowledge receipt and forward the resignation to the City Recorder, who shall include a declaration of vacancy on the agenda for the next commission meeting.

Although certain language in the city charter addresses what constitutes a vacancy, much of it is no longer legally enforceable. Therefore, it is crucial that the resigning commissioner submits their resignation in writing or by official email to ensure it is properly recognized and processed.

Vacating the Commission Seat:

While a commissioner can issue a resignation, their position on the city commission is not legally vacated until the commission declares their position vacant. This is done by a simple majority vote.

"I move to declare Position Number 3 on the Warrenton City Commission Vacant"

Filling the Vacany:

The Warrenton City Charter is clear in Chapter VII Section 32:

"Vacant elective offices in the city shall be filled by appointment. A majority vote of the commission shall be required to validate the appointment. The appointee's term of office shall begin immediately upon his appointment and shall continue throughout the unexpired term of his predecessor. During the temporary disability of any officer or during his absence temporarily from the city for any cause, his office may be filled pro tem in the manner provided for filling vacancies in office permanently."

In the case before us now, there are a couple methods the commission has used in the past to decide who to appoint:

Method 1:

Once applications close, a one-hour town hall is held during or before the commission meeting for public questions to candidates. The commission then asks follow-up questions, deliberates, and votes on appointments with any desired stipulations.

Method 2:

Once applications close, the commission meets or interviews candidates, then deliberates and votes on appointments, adding any stipulations as needed.

Method 3:

The commission votes for whomever it wishes to vote on, with any stipulations to that appointment they wish to add.

Stipulations:

I recommend that the appointee complete LOC's basic electeds training, as was required for CMSR Mitchell, along with the new state-mandated OGEC ethics training before being sworn in.

Voting Method:

I strongly recommend the commission vote for the appointees in the same fashion they vote for Mayor Pro Tem, by open ballot.

Sincerely,

A handwritten signature in blue ink that reads "Henry A. Balensifer III". The signature is written in a cursive, flowing style.

Henry A. Balensifer III
Mayor