



City of Warrenton City Commission

Agenda

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, February 25, 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 2025.02.11
- B. Community Center Advisory Board Minutes 2024.11.20
- C. Marina Advisory Committee Minutes – 2024.12.16
- D. Police Department Monthly Report – January 2025
- E. OLCC License Application – Battery 245

4. Commissioner Reports

5. Public Comment

6. Public Hearings – None

7. Business Items

- A. Presentation – City of Warrenton Audit Report – FYE 6.30.2024
- B. Consideration of Resolution No. 2700 ; Annual Moorage Rates
- C. Consideration of Declaration of Public Nuisance – 1275 SE King Street/SE 13th Street
- D. Consideration of Purchase Approval for Two Trailer Mounted Pumps
- E. Consideration of Easements Approval for Water Main Extension
- F. Consideration of Municipal Judge Contract

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.

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.



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, February 11, 2025

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

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

Staff Members Present	
City Manager Esther Moberg	Interim Planning Director Scott Fregonese
City Recorder Dawne Shaw	Harbormaster Jessica McDonald
Police Chief Mathew Workman	Interim Public Works Director Dale McDowell

Mayor Balensifer requested to rearrange and add to the agenda; move item 6B ahead of 6A and add item 7E LOC Legislative Priorities to the agenda. There were no objections.

3. Consent Calendar

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

- A. City Commission Meeting Minutes 01.28.25
- B. Finance Department Monthly Report – November 2024
- C. Finance Department Monthly Report – December 2024
- D. Marina Advisory Committee Meeting Minutes – 12.16.24
- E. Harbormaster Report – January 2025

Mayor Balensifer requested the Harbormaster explain the grant letters of support. Harbormaster Jessica McDonald responded. There was brief discussion on outstanding moorage fees.

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

4. Commissioner Reports

City Manager Esther Moberg reminded the Commission that she will be on vacation next week.

Mayor Balensifer noted progress is getting made on getting information out to legislature for the Wastewater Treatment Plant. He noted he had an interesting meeting about the FEMA lawsuit and provided an update.

5. Public Comment - None

6. Public Hearings

B. Deeding Real Property to the VFW:

Mayor Balensifer opened the public hearing on the sale city property located at 861 Pacific Dr to the Veterans of Foreign Wars Post/Auxiliary 10580. Mayor Balensifer asked for public comments. There were no comments in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony section of the hearing. City Manager Esther Moberg reviewed her staff report and summarized the process for the sale of the building. Formalities followed. No conflicts of interest or ex parte contacts were reported. Debbie Little gave a few comments. VFW Post 10580 Quartermaster, Bert Little also gave comments and noted charter members present. Mayor Balensifer noted for the record that the building was originally a barracks in Fort Stevens. Commissioner Mitchell made a few comments. Mayor Balensifer closed the public hearing.

Motion:	Move to adopt Resolution No. 2699, a resolution approving the sale of certain real property to Fort Stevens VFW Post/Auxiliary 10580.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

A. Comprehensive Plan & Municipal Code Amendment; Exception for Flowlane Dredge Material:

Mayor Balensifer continued the Public Hearing on the Exception for Flowlane Dredge Material. Formalities followed. Mayor Balensifer noted he had a conversation with the chief of navigation from the corps of engineers; no other conflicts of interest or ex parte contacts were reported. Interim City Planner Scott Fregonese summarized his staff report. Mayor Balensifer noted the letter from the Department of State Lands (DSL) in the meeting record. Mayor Balensifer noted the National Marine Fisheries Biological Opinion dated April 14, 2016, and the arriving document dated January 2017, for the record. There were no objections. Mayor Balensifer reopened the public testimony and asked for public comments. There were no comments in favor, opposition or neutral. There being no further comments, Mayor Balensifer closed the public testimony section of the hearing. There were brief

questions and answers between the commission and applicant. It was noted that the dredge material will not affect navigation, and that the Hammond Marina should not experience increased sedimentation. Mr. Ryan explained why the commission should approve the amendment. Questions and answers continued. There was discussion on why the United States Army Corps of Engineers (USACE) will not speak at this meeting. Meg Reed of Department of Land Conservation and Development (DLCD) explained why this is not a rezone. There was discussion on the process to move forward if the city denies this. Commissioner Sollaccio asked if they could add a condition of approval that includes monitoring. Mayor Balensifer read the existing conditions of approval. Discussion continued on the conditions of approval and whether DSL or USACE is responsible for following them. There was consensus to continue the hearing until they have more information. The commissioners clarified what data they would like to see:

- How the depths in the Urban Growth Boundary (UGB) changed over the past 30 years
- Historic air photos showing the shifting of the land in the delta.
- The economic impacts to Hamond Marina?
- How many cubic yards were taken out and to what depth the marina was dredged.
- Compare the overall timeline of erosion and silting since when the dredging began.
- Is DSL willing to provide compensation or some sort of partnership to alleviate the effects of actions they are allowing on their submerged property.
- Do the hydrologic models assume the pile dikes on the Warrenton UGB being fully functional or under their current state of disrepair?
- Any specific studies related to sedimentation in relation to the channel movement and any depth studies between Astoria West to no shorter than Youngs Bay. Specifically, historical depth data from their surveys.
- What constructive partnership can DSL use as a condition of approval to ensure Seafarer's Park remains intact.

Motion:	Move to continue this hearing until such time as the data can be provided.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

7. Business Items

A. Interior Drainage Analysis Presentation:

James Heyen of WEST Consultants gave a presentation on the interior drainage analysis (IDA). He reviewed potential capital improvement projects. There were brief questions and answers.

Mayor Balensifer requested to go to discussion items; there were no objections.

8. Discussion items

A. Annual Morage Rates

Harbormaster Jessica McDonald discussed the moorage rates as recommended by the Marina Advisory Committee. Moorage revenue will increase by \$30,000 a year if the increased rates are approved. Marina Advisory Committee Chair, Jen Fowler, discussed their rate increase recommendation. There was brief discussion on creating a special district or port for the marinas. It was noted that staff are not recommending creating a special district or port. Ms. McDonald noted she recommended the increase being on the lower end to ensure the public sees improvements on docks and infrastructure before they start raising rates too much. Discussion continued on the increase and improvements. There was consensus to bring back a resolution.

B. Hammond Dredge Permitting:

Ms. McDonald gave an update on dredge permitting. She noted issues with the permit requirements and that the sediment samples are expired. It is an unexpected \$40,000 cost every two years for sediment sampling. She noted that they are applying for a grant with the Oregon State Marine Board and there is a sample letter of support if any of the Commissioners would like to submit one.

7. Business Items (Continued)

B. Safe Routes to School Phase 2 Project Update:

Public Works Interim Director Dale McDowell provided an update on the SRTS Phase 2 project. He introduced two project team members on zoom - Bill Jablonski and Charlotte Berghoffer, both from Oregon Department of Transportation (ODOT). Ms. Berghoffer stated that survey work has started. She noted that they are looking at both sides of the road to effectively and efficiently find the best place for the sidewalk and they will need to have a safe location for students to cross the street. There was brief discussion on the stop sign location on the East side of the 9th and main intersection.

C. Consideration of Hammond Transmission Waterline – Amendment 3:

Mr. McDowell discussed an amendment to the Hammond transmission Waterline agreement noting it is an extension of the project deadline.

Motion:	Move to approve Amendment #3 to the Safe Drinking Water Revolving Loan Fund Agreement, extending the project completion deadline for the Hammond Transmission Waterline Project to December 31, 2025.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Consideration of Ordinance No. 1290; RV Parking:

Chief Workman presented Ordinance No. 1290 for its second reading and adoption.

Motion:	Move to conduct the second reading, by title only, of Ordinance No. 1290.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1290; an ordinance amending section 10.16 of the City of Warrenton Municipal Code.

Motion:	Move to adopt Ordinance No. 1290.				
Moved:	Poe				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. LOC Legislative Priorities:

Mayor Balensifer noted the League of Oregon Cities (LOC) Legislative Priorities for 2025. There was brief discussion on the priorities.

Motion:	Move to approve the legislative priorities and the Mayor's signature on a letter supporting them.				
Moved:	Dyer				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

8. Discussion Items (Held after item 7.A)

9. Good of the Order

Commissioner Mitchell thanked Commissioner Sollaccio for covering for him while he was out.

10. Executive Session

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 8:45 pm.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

As corrected

WARRENTON COMMUNITY CENTER
 Advisory Board Meeting
 November 20, 2024
 4:30- 5:30 PM

Meeting Date: November 20, 2024

Call to Order: Chairman, Debbie Little, called the regular meeting to order at approximately 4:20 PM. We met in the Commissioners Chambers at City Hall.

Roll Call: Chairman, Debbie Little; Vice Chair, Penny Morris, Secretary, Carol Snell, new member Kenneth Standing II, and Jessica, Financial Director for the City of Warrenton.

Introduction of Guests:

Public Comment: None

Debbie moved to approve the minutes of the regular meeting dated October 16, 2024. The motion was seconded by Carol, minutes were approved as amended...

Financial Report: Jessica reviewed her report dated November 19, 2024. The rental hours are 476 for an average rental of \$47.77 per hour. The Center is over budget by \$19,865. The leak was fixed in the kitchen and needs drywall repair.

Old Business: ^{Bert} Burt Little will be our Santa this year. Thank you ~~Burt~~. Lorna and Carol Farmer will help with the breakfast. No Mitch this year. Key Club will help serving.

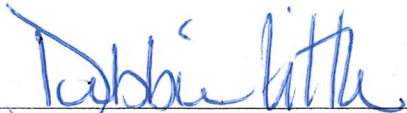
New Business: Breakfast with the Easter Bunny will be on Sunday April 6, 2025. Set-up will be Saturday, April 5, 2025 (time to be determined. We will need someone to be the Easter Bunny.

Correspondence: None

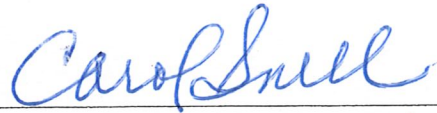
Jan. 15, 2025

Next Regular Meeting: ~~February 19, 2025~~ at ~~4:30~~ PM 4:30 PM

It was moved and seconded to close the meeting at 5:49 PM



Debbie Little, Chairman



Carol Snell, Secretary



**City of Warrenton Marina Advisory Committee
Minutes
City Hall, 225 S. Main Warrenton, OR 97146
Monday, December 16, 2024**

1. Marina Advisory Committee meeting called to order at 2 p.m.

Members	Present	Excused
William Kerr, Vice Chair	X	
Jennifer Fowler	X	
Dick Hellberg		
Mike Balensifer	X	
Lylla Gaebel, Chair	X	
Larry Ausman – 2025 Member	X	

Staff Members Present	
Jessica McDonald	Harbor Master
Shara Ford	Marina office Assistant

2. Public Comment

A. None

3. Consent Calendar

A. Meeting Minutes from 11.18.24 were presented by staff.

Motion:	Move to approve the consent calendar as presented.				
Moved:	Mike Balensifer				
Seconded:	Jen Fowler	Aye	Nay	Abstain	Recused
Vote:	Kerr	X			
	Fowler	X			
	Hellberg				
	Balensifer	X			
	Gaebel	X			
Passed:	5/0				

4. Reports

- i. Jessica McDonald presented her Year in Review, Harbormaster Report, YTD Revenues Report, Update on Goals and Priorities. Jessica talked about the Warrenton Marina redesign. There will be a meeting in March 2025 with the commission.

5. Business Items

- A. Officer Elections for 2025 were held, the committee was unable to have a majority vote on chair elections and will revisit the chair position in January.

Motion:	I nominate Bill Kerr as Chair – Bill Refused Nomination				
Moved:	Mike Balensifer				
Seconded:	Jen Fowler	Aye	Nay	Abstain	Recused
Vote:	Kerr				
	Fowler				
	Hellberg				
	Balensifer				
	Gaebel				
Passed:					

Motion:	I nominate Lylla Gaebel as chair				
Moved:	Bill Kerr				
Seconded:	Lylla was the only one to second, committee unsure if she was able to second her own nomination.	Aye	Nay	Abstain	Recused
Vote:	Kerr				
	Fowler				
	Hellberg				
	Balensifer				
	Gaebel				
Passed:					

Motion:	I nominate Bill Kerr as Vice Chair				
Moved:	Lylla Gaebel				
Seconded:	Jen Fowler	Aye	Nay	Abstain	Recused
Vote:	Kerr	X			
	Fowler	X			
	Hellberg – not present				
	Balensifer	X			
	Gaebel	X			
Passed:	4/1				


6. Discussion Items

- A. The marina held two public events in 2024, which include The Crab Pot Christmas Tree Lighting and the Blessing of the Fleet, both attracted hundreds of people.
- B. Committee discussed 2025 meeting schedule and set dates.
- C. Chair Lylla Gaebel thanked Jen and Jessica for putting on the Crab Pot Christmas Tree event. Lylla mentioned next year the tree should be moved and Jessica agreed.
- D. Jen Fowler mentioned she would like to have a “Welcome to Buoy 10” event in 2025. She would love to gather sponsors and vendors for this event. Jen also mentioned the public voted Hammond as the number one place to crab in Oregon.
- E. Jessica shared FishHer is interested in helping with fundraising and grants for both marinas.
- F. Chair Lylla mentioned Jen should oversee fundraising for the Hammond Marina. Jessica said it could be beneficial to meet with FishHer regarding fundraising and the opportunity to brainstorm.

7. Adjournment

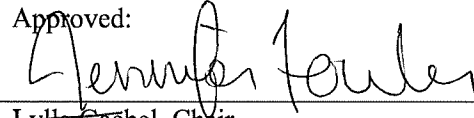
There being no further business, Chair Gaebel adjourned the meeting at 3:06 p.m.

Attest:



Shara Ford Marina Board Advisory
Committee Secretary

Approved:



~~Lylla Gaebel, Chair~~
Jennifer Fowler



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: February 25, 2025
 RE: January 2025 Stats Report

Upcoming Dates:

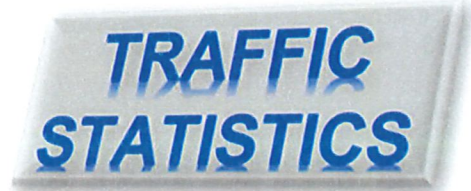
- 02/26 – 911 Subscriber Meeting
- 02/26-02/28 – CIS Conference
- 03/03 & 03/10 – Annual Hearing Tests
- 03/06 – WPD Training Day
- 03/07 – Emerg. Management IPPW Wrkshp
- 03/20 – LEA Meeting

Highlights Since the Last Report:

- 01/30 – Officer Applicant Interviews
- 02/05 – Jason Goodding Memorial in Seaside (EOW 02/05/2016)
- 02/06 – WPD Training Day
- 02/19 – Oregon DOJ Immigration Law Training
- 02/20 – LEA Meeting

Traffic Statistic Highlights:

- Five (5) DUII Arrests
- Two (2) Hit and Run Citations/Arrests
- Eight (8) Driving While Suspended Citations/Arrests
- Two (2) Reckless/Careless Driving Citation/Arrest
- Two (2) Following Too Close Citations
- Five (5) Insurance Citations
- Two (2) Driver's License Citations
- One Hundred Thirty-Four (134) other Citations and Warnings
- Twenty (20) Traffic Crash Investigations
- **Citation vs Warning: 160** Traffic Stops: **28** Citations, **132** Warnings; *Warning 83% of the time.*



Overall Statistics:

January Statistics (% changes are compared to 2025)							
Category	2025	2024	% Chg	2023	% Chg	2022	% Chg
Calls for Service	644	666	-3%	717	-10%	592	9%
Incident Reports	205	206	0%	194	6%	218	-6%
Arrests/Citations	91	123	-26%	103	-12%	167	-46%
Traffic Stops/Events	160	188	-15%	218	-27%	127	26%
DUII's	8	3	167%	3	167%	4	100%
Traffic Crashes	20	13	54%	25	-20%	9	122%
Property Crimes	76	79	-4%	69	10%	97	-22%
Person Crimes	61	60	2%	64	-5%	56	9%
Drug/Narcotics Calls	4	8	-50%	5	-20%	0	400%
Animal Calls	22	19	16%	19	16%	8	175%
Officer O.T.	160.3	82.25	95%	144.3	11%	126.3	27%
Reserve Hours	0	0	0%	0	0%	0	0%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct
Calls for Service	644									
Incident Reports	205									
Arrests/Citations	91									
Traffic Stops/ Events	160									
DUII's	8									
Traffic Crashes	20									
Property Crimes	76									
Person Crimes	61									
Drug/Narcotics Calls	4									
Animal Calls	22									
Officer O.T.	160.25									
Reserve Hours	0									

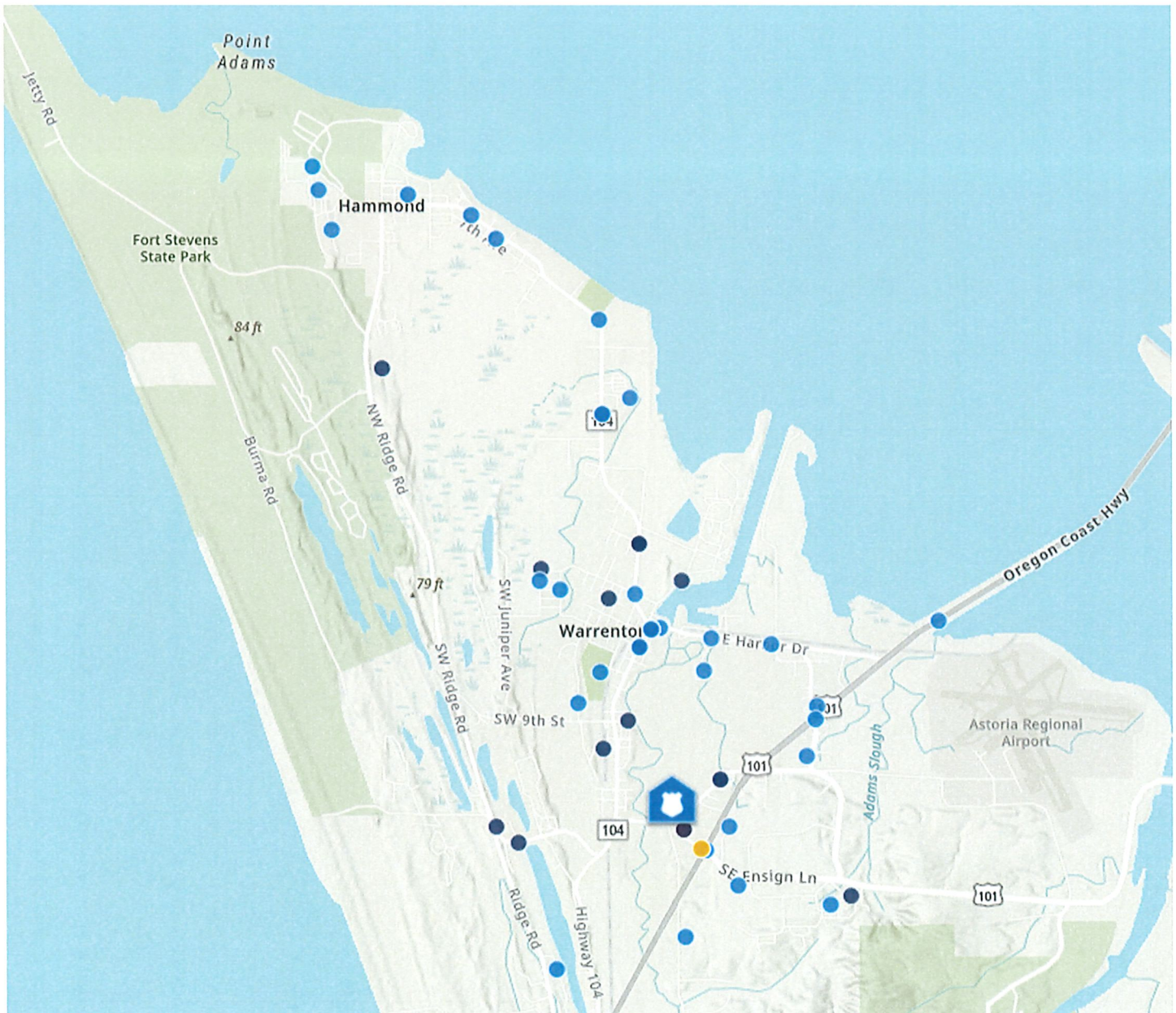
Category	Nov	Dec	2025 YTD	2025 Estimate	2024	2025 v 2024	2023	2024 v. 2023	2022	2025 v. 2022
Calls for Service			644	7728	8458	-9%	9084	-15%	8050	-4%
Incident Reports			205	2460	2618	-6%	2529	-3%	2484	-1%
Arrests/Citations			91	1092	1317	-17%	1335	-18%	1602	-32%
Traffic Stops/ Events			160	1920	2215	-13%	2369	-19%	1848	4%
DUII's			8	96	27	256%	30	220%	34	182%
Traffic Crashes			20	240	209	15%	217	11%	168	43%
Property Crimes			76	912	1190	-23%	1127	-19%	1204	-24%
Person Crimes			61	732	786	-7%	825	-11%	811	-10%
Drug/Narcotics Calls			4	48	56	-14%	60	-20%	40	20%
Animal Calls			22	264	307	-14%	335	-21%	273	-3%
Officer O.T.			160.25	1923	1635.3	18%	1572	22%	2212.8	-13%
Reserve Hours			0	0	0	0%	0	0%	0	0%

Homeless Incidents	2025	2024	2023	2022
Code 40 (Normal)	32	27	9	19
Code 41 (Aggressive)	2	4	0	0
January Monthly Total:	34	31	9	19
YTD Total Homeless Incidents	34	31	9	19

January Elk Incidents	2025	2024	2023	2022
Interaction:	0	0	1	1
Traffic Accidents:	1	0	3	0
Traffic Complaints:	1	0	0	1
January Monthly Total:	2	0	4	2
YTD Total Elk Incidents	2	0	4	2

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

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





WARRENTON POLICE DEPARTMENT
OFFICE MEMORANDUM



TO: DAWNE SHAW, CITY RECORDER

FROM: MATHEW J. WORKMAN, CHIEF OF POLICE

DATE: FEBRUARY 8, 2025

SUBJECT: OLCC LICENSE APPLICATION

CC:

I have reviewed the new OLCC Liquor license application for **Battery 24 Brewing Company (69 NE Heron Ave)** as a **"New License Application – Brewery and Full On-Premises Sales Commercial"** Though I do see under the "Business Details" section they have "Retail Off-Premises Sales" checked but it is not listed above in the "License Type" section. I am not sure if this is due to the form not printing all of the text in the "License Type" section or if Off-Premises Sales was missed in the application.

I called and spoke to Mr. Kilday to asked him about the Off-Premises Sales. Mr. Kilday told me they are applying for two licenses from the OLCC: Brewery and Full On and Off Premise Sales. Mr. Kilday is not sure why only the two types are shown on the printed form, but they do plan on having Off- Premises Sales.

I do not find any issues with the applicant (**Jeffrey Kilday**) or the business. I do not see an issue at this point and would recommend approval of the application.



OREGON LIQUOR & CANNABIS COMMISSION
Local Government Recommendation – Liquor License

Annual Liquor License Types
Table with 2 columns listing various license types such as Off-Premises Sales, Limited On-Premises Sales, Full On-Premises, Caterer, etc.

CITY OF WARRENTON
FINANCE DEPARTMENT
RECEIVED
FEB 05 2024
WARRENTON, OR 97146

Section 1 – Submission – To be completed by Applicant:

Applicant Information

Legal Entity/Individual Applicant Name(s): ELK100
Proposed Trade Name: Battery 245 Brewing Company
Premises Address: 69 NE Heron Ave Unit:
City: Warrenton County: Clatsop Zip: 97146
Application Type: [X] New License Application [] Change of Ownership [] Change of Location
License Type: Brewery and Full On-Premise Sales Commercial [] Additional Location for an Existing License

Application Contact Information

Contact Name: Jeff Kilday Phone: 503-738-3018
Mailing Address: 69 NE Heron Ave
City: Warrenton State: OR Zip: 97146
Email Address: thebattery.245@gmail.com

Business Details

Please check all that apply to your proposed business operations at this location:
[] Manufacturing/Production
[] Retail Off-Premises Sales
[] Retail On-Premises Sales & Consumption
If there will be On-Premises Consumption at this location:
[] Indoor Consumption [] Outdoor Consumption
[] Proposing to Allow Minors

Section 1 continued on next page



Local Government Recommendation – Liquor License

Section 1 Continued – Submission - To be completed by Applicant:

Legal Entity/Individual Applicant Name(s): ELK100

Proposed Trade Name: Battery 245 Brewing Company

IMPORTANT: You MUST submit this form to the local government PRIOR to submitting to OLCC.
Section 2 must be completed *by the local government* for this form to be accepted with your CAMP application.

Section 2 – Acceptance - To be completed by Local Government:

Local Government Recommendation Proof of Acceptance

After accepting this form, please return a copy to the applicant with received and accepted information

City or County Name:

Optional Date Received Stamp

Date Application Received:

Received by:

Section 3 – Recommendation - To be completed by Local Government:

- Recommend this license be granted
- Recommend this license be denied (Please include documentation that meets [OAR 845-005-0308](#))
- No Recommendation/Neutral

Name of Reviewing Official:

Title:

Date:

Signature:

After providing your recommendation and signature, please return this form to the applicant.



City Commission Agenda Memo

Meeting Date: February 25, 2025
From: Jessica Barrett, Finance Director
Subject: Audit for FYE June 30, 2024

Summary:

Our auditor, Paul Nielson, of Isler, CPA will be here this evening to present the financial statements and the results of the audit.

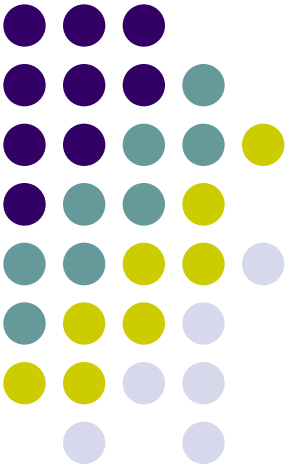
Attachments:

- City of Warrenton Audit Report for the year ended June 30, 2024

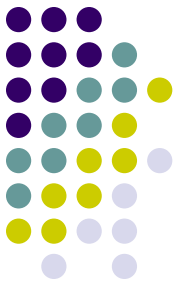
Approved by City Manager: _____

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

City of Warrenton 2024

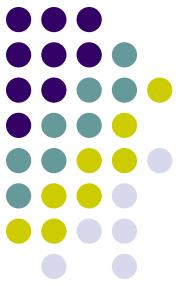


Board Communication

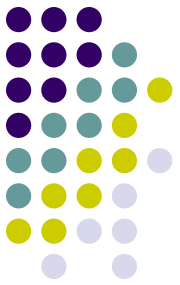


- Auditors' responsibilities
- Significant findings
- Difficulties encountered during audit
- Corrected and uncorrected misstatements
- Disagreements with management
- Management representations
- Management consultations with other auditors
- Other findings and issues

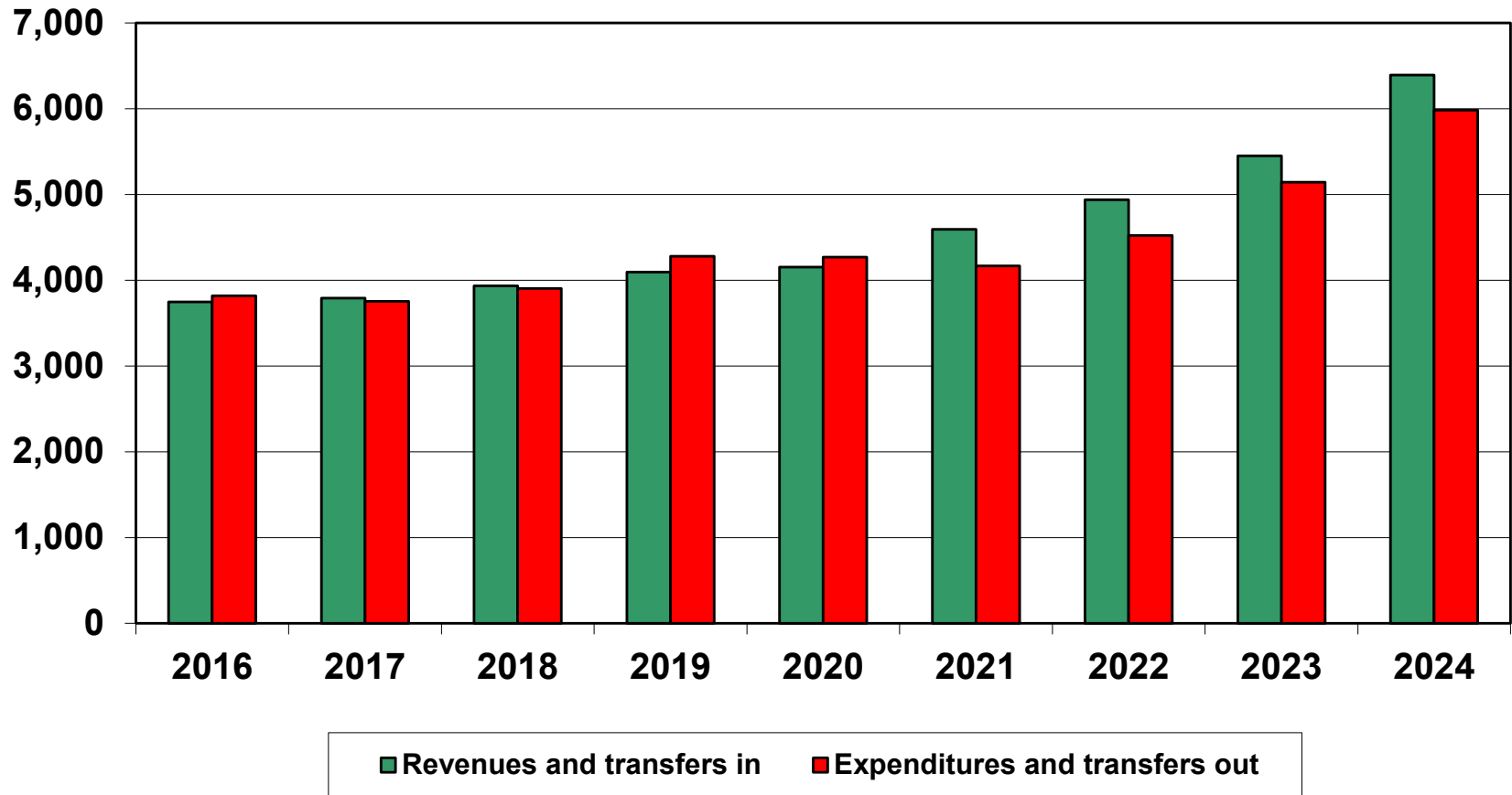
Oregon Minimum Standards

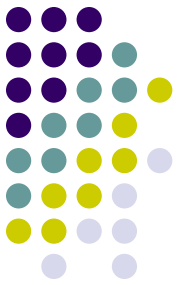


- Deposits of public funds
- Debt limitations
- Budget testing
- Insurance
- Highway revenues testing
- Investments of public funds
- Public contracting

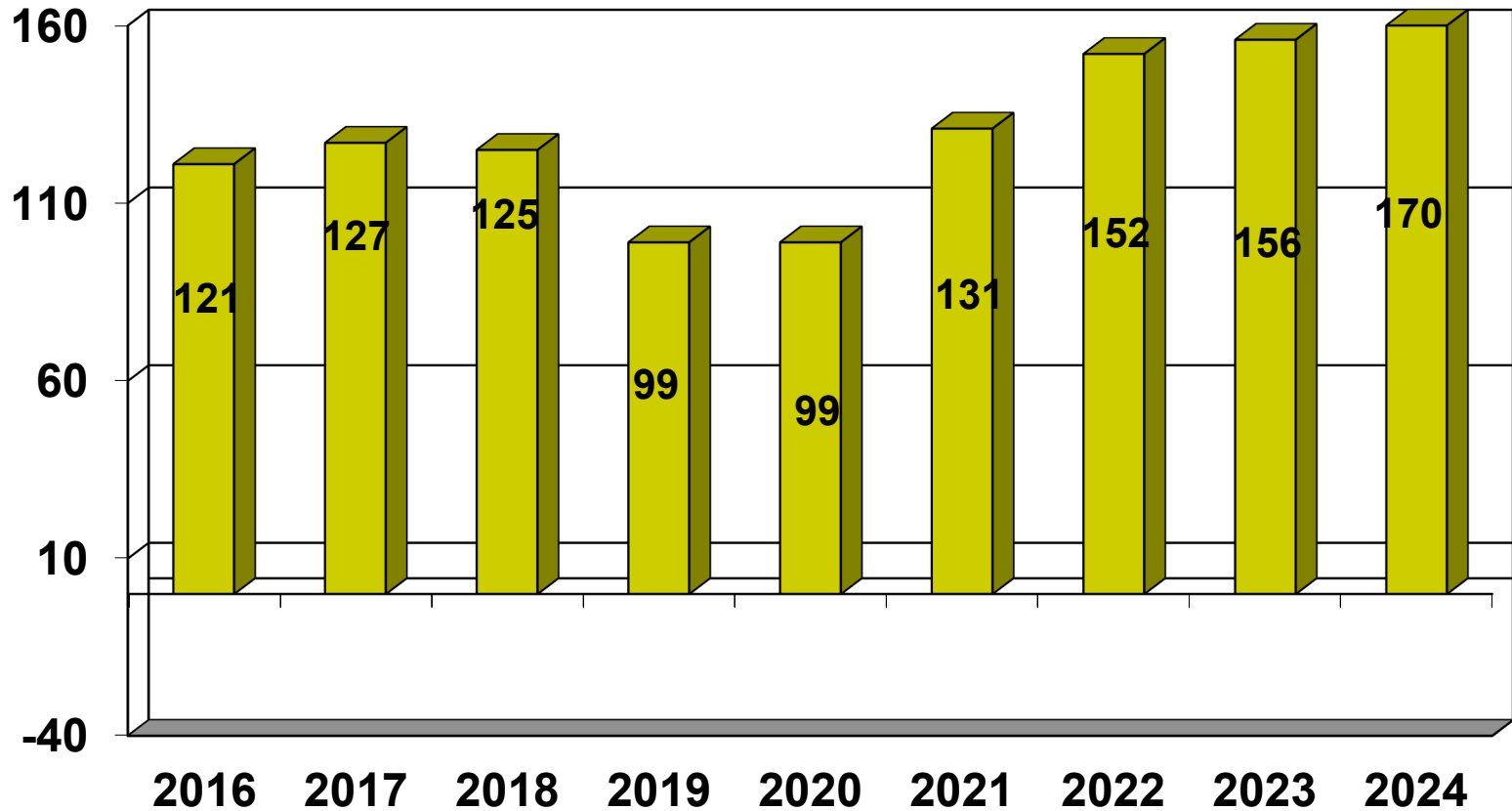


General Fund: Change in Fund Balance (in thousands)





General Fund: Days in Fund Balance





City Commission Agenda Memo

Meeting Date: February 25, 2025
 From: Jessica McDonald, Harbormaster
 Subject: First Reading of Resolution No. 2700

Summary:

The previous Resolution #2645 on Marina Rates established a \$2 per foot annual moorage rate increase for a three-year period, set to end in 2025. A recent staff review of annual moorage rates at neighboring ports shows that we are beginning to fall behind.

To ensure we can continue essential dock repairs and maintain operations, we ask the commission to extending the annual moorage rate increases for the next two years and adjusting the increase to \$3 per foot per year. This staff recommendation has also been supported and recommended by the Marina Advisory Board. After two years we would like to re-evaluate current dock conditions and make further rate recommendations based on improved marina infrastructure.

In the proposed resolution, staff have corrected a few grammatical errors and made a minor adjustment to the late fee, changing it to \$10 and 1.5% instead of \$10 or 1.5%. This change eliminates the need for staff to manually enter finance charges, as MarinaWare can now automatically apply the fee. This adjustment is expected to save approximately one-two hours of staff time each month.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title, of Resolution No 2700; A Resolution Updating Annual Moorage Rates"

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

Updating annual moorage rates is expected to generate approximately \$20,000 per year for the Warrenton Marina and \$10,000 per year for the Hammond Marina. This additional revenue will help support ongoing maintenance, dock repairs, and overall marina improvements.

Attachments:

- Resolution No. 2700

Approved by City Manager: _____

Ester Meloy

RESOLUTION NO. 2700

Introduced by All Commissioners

AMENDING MARINA RATES AND FEES, AND REPEALING RESOLUTION NO. 2645

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

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

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

SECTION 1. SETTING RATES:

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

- A. YEARLY RATES shall be \$48. per foot based on OAL or slip size whichever is greater with the exception of Commercial - The term commercial vessel is defined by the United States Coast Guard as any vessel (i.e. boat or ship) engaged in commercial trade or that carries passengers for hire. This would exclude pleasure craft that do not carry passengers for hire. - shall be \$51.00 per foot due to the additional wear and tear of the marina facilities. All annual moorage holders shall be required to have proof of ownership, current registration or documentation and provide proof of liability insurance in the amount of \$300,000.00 with the City of Warrenton listed as additionally insured.
- B. THESE ABOVE RATES will be raised \$3.00 per year thereafter for a period of 2 years beginning in 2025 and ending in 2027
- C. ANNUAL AND DAILY FACILITY USE FEE – Includes Water, Garbage and Oil Dump charges. Annually \$200.00 Commercial; \$100.00 Recreational; Monthly Rate Commercial \$150.00; Recreational \$75.00; Daily Commercial \$10.00; Recreational \$5.00

D. TRANSIENT MOORAGE rates shall be charged as follows:

Recreational Daily Moorage Rate

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

Commercial Daily Moorage Rate

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

Recreational Monthly Rate

Warrenton		Hammond	
0 – 24'	\$475.00	0 – 24'	\$525.00
25 – 39'	\$525.00	25 – 39'	\$625.00
40'+	\$625.00	40'+	\$750.00

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

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

- E. ELECTRICITY CHARGES for annual tenants will be based on the rates established by the PUC plus a \$15.00 per month maintenance and read fee. Monthly and Daily charges will be included in the Facility Fee.
- F. Unauthorized Moorage Fee – Includes Failure to Register \$300.00
- G. Key Replacement Fee – Includes Restrooms>Showers, Docks and Oil Dump \$75.00
- H. UNAUTHORIZED MOORAGE – Will be referred to WPD with possible result in Theft of Service Charge.

SECTION 2.LIVEABOARD FEES

A. LIVE ABOARD FEE of \$65.00 per month will be imposed for each individual living aboard a vessel to help offset extra costs incurred from living aboard. Live Aboard spaces are available to only current tenants. This fee shall also apply to commercial vessels with crew onboard for a period over 10 days per month. This fee shall be charged to the owner of the vessel. The Live Aboard Fee shall include the Facility Fee.

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

SECTION 3.LAUNCH RAMPS

A LAUNCH RAMP fee of \$10.00 will be charged at both the Warrenton and Hammond launch ramps for all vessels using the facilities. Such fee will include load/unloading crab posts, nets, etc. Annual permits shall be available for the fee of \$150.00 per recreational vessels and \$250.00 for commercial vessels. The permit shall be for the period July 1st – June 30th of each year. It is understood that such permit holders shall have no priority in the launching of their boats.

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

SECTION 4. HOIST CHARGES

A. Hoists are available at an hourly rate of \$100.00 per hour, minimum one hour charge during regular operation hours. The hoist is available every day during the month. Weekend, meaning Saturday and Sunday, hoist appointments will be charged at double time if staff is not already scheduled. After hours emergency appointments will be charged at double time with a minimum 3 hour call out. Appointments must be made 24 hours in advance with the Harbormasters' office, as all hoists must be operated by a City hoist/crane operator. Hoist charges will begin at the time of scheduled appointment.

SECTION 5. SERVICE DOCK CHARGES

A. Main Face of the Pier \$200.00. Allows for use up to 24 hours maximum for transient vessels. Annual Commercials will not be charged for their first 24 hours of use. All vessels exceeding the 24 hour time limit will be assessed a \$100.00 per day user fee.

B. Work Slip \$100.00 per day with up to 6 days of use. After 6 days of use the fee will be assessed at \$200.00 per day. Work slip use is designed for use of welders, painting, vendors, use of private

hoist or crane, equipment etc. This fee may be assessed whether at the City Pier or in a City leased slip.

- C. Net Loading on Pier – Round Trip \$50.00

SECTION 6. OVER THE PIER PRODUCT CHARGES

For every pound of seafood taken over the pier there will be a charge of \$0.05 for every gallon of fuel taken over the pier the charge will be \$0.02 These charges shall be billed directly to the buyer/fishery/fuel vendor or directly to the owner of the vessel. Fish tickets and fuel ticket shall be required from the fish buyer and fuel vendor for billing purposes.

SECTION 7. DRY STORAGE CHARGES

- A. Dry storage areas of 20'x20' spaces are available for \$95.00 per month limited to fishing related gear only and shall be contained wholly within the confines of the marked leased area.
- B. Vessels will be charged \$15.00 per day for use of the dry storage or park area for net repair.
- C. Boaters wishing to store boat trailers shall be billed at the rate of \$10.00 per day or \$75.00 per month.

SECTION 8. PUMP OUT / CLEANUP/ REPAIR FEES

- A. The City of Warrenton will only pump vessels in emergency situations or when a vessel is in danger of sinking. The vessel's owner will be notified that said vessel requires immediate attention. Vessels requiring pump out will be charged \$75.00 per hour per employee required. Call out and Holiday charges shall be at double time per employee with a minimum call out time of 3 hours.
- B. Any vessel or person leaving debris or unauthorized property on marina property shall be charged for the cleanup and or removal of debris or property at the rate of \$75.00/hour/employee required. This shall include pier, finger piers, oil dump and dumpsters if filled beyond capacity.
- C. Any damage to marina property due to negligence or neglect shall be charged at the rate of \$75.00/hour/employee plus any materials needed to repair to usable or like condition.
- D. Any Assistance or service provided to individual vessel not covered in routine maintenance \$75.00/hour/employee
- E. All above fees shall be the responsibility of the legal owner of the vessel whether present at the time of the incident or not.

SECTION 9. LATE PAYMENT CHARGES

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

SECTION 10. PARKING FEES

- A. The City of Warrenton requires a fee for all vehicles using marina properties to park. All vehicles must be in running condition with current state registration. Parking areas are to be used for parking only. No long term storage shall be allowed in areas designated for parking. If long term parking, more than 30 days is required vehicle shall be move to Dry Storage and pay fees associated with the use of dry storage area.
- B. Fees are as follows:
 - Daily Parking - \$10.00 per vehicle
 - Monthly Parking - \$100.00 per vehicle
 - Monthly Parking with Boat Trailer - \$150.00 per vehicle
- C. FAILURE TO PAY PARKING FEE (if paid within 48 hours) - \$25.00 Customers will have 10 days to appeal if disputing charges. After 10 days the fee will be turned over to the Warrenton Police Department.
- D. Annual Moorage holders shall receive two parking passes per slip. Additional passes may be purchased at the annual parking rate of \$100.00.

SECTION 11. OVERNIGHT STAYS

- A. The City of Warrenton charges a fee of \$50.00/Night. Including transient room tax per overnight stays on marina properties. Each marina has designated areas for overnight camping with limited space available. Overnight stays shall be limited to no more than 30 consecutive days.
- B. All vehicles outside of the designated areas may be subject to a fine or towing.
- C. FAILURE TO PAY CAMPING/OVERNIGHT FEE - \$75.00
- D. 30 Day Passes may be purchase only at the Marina Office \$900.00.

SECTION 12. NON REFUNDABLE RESERVATION FEE

There is a \$10.00 nonrefundable fee for daily reservations at the City of Warrenton marinas. If the reservation cannot be guaranteed, the request shall be put on a wait list where no fee shall be required.

SECTION 13. OFFENSIVE LITTERING

- A. All refuse, garbage and debris must be deposited in the provided shore side dumpster. Nothing shall be dumped in the basin waters. This includes all fish, shellfish, bait or animal waste of any kind.
- B. Fish cleaning of any kind is prohibited on all City of Warrenton Marina Docks unless fish wastes are collected, contained and properly disposed of in provided dumpsters.
- C. FAILURE TO USE PROVIDED DUMPSTERS FOR ALL WASTE OF ANY KIND - will result in immediate loss of privileges to the City of Warrenton Marinas and will result in City fines up to \$300.00.
- D. EXCESSIVE DUMPING OR UNAUTHORIZED DUMPING – Will be referred to the WPD with a possible result in theft of service fines.

SECTION 14. EFFECITVE DATE

This Resolution becomes effective July 1, 2025.

First Reading: February 25, 2025

Second Reading:

Adopted by the City Commission of the City of Warrenton this ____ day of _____ 2025.

APPROVED

Henry A. Balensifer, III
Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: February 25, 2025
 From: Christian Salinas, Code Compliance
 Subject: Declaration of Public Nuisance
 Rodney May and Justin May
 Address: 1275 SE King Street/ SE 13th Street

Summary:

The property at 1275 SE King Street. in Warrenton violates the City of Warrenton's Nuisance Municipal Code section 8.16.120 "Junk" by storing items on SE 13th Street and items at the property viewable from the roadway. This violation was initially reported in 2022. The property owner, Rodney May, was notified and requested by the city to abate the violation. The conditions continue to exist, and Mr. May has shown no efforts to comply with the city's request. The property has numerous inoperable vehicles and a fifth wheel that is in deteriorating condition. Other items include, but are not limited to, car parts, scrap metal, and wood.

2022 – Original Complaint filed, Site visit, and violation confirmation, photographs.

August 5, 2022 – A certified letter was mailed to Rodney May advising of the violation.

2022-2024 – Violation remained unabated.

February 6, 2024 – A certified letter was sent to Mr. May advising of the violation.

January 8, 2025 – Transferred the case file to Code Compliance. I conducted a site visit, and photographs were taken of the violation.

January 8, 2025 – Contacted at the residence Justin May and gave a verbal warning of the nuisance violation.

January 9, 2025 – Certified letter mailed to Justin May.

January 22, 2025 – Code Compliance's second site visit; the violation still exists, and photographs were taken.

January 22, 2025 – I contacted Justin May and advised that the case would be forwarded to the City Commission if the violation was not abated. I gave an additional 14 days.

February 6, 2025 - Conducted a site visit and observed that the violation was not abated. Photographs were taken.

Recommendation/Suggested Motion:

I move that the Warrenton City Commission declare a public nuisance exists at 1275 SE King Street, Warrenton, OR 97146, and direct staff to move forward with the appropriate abatement procedures or citations as outlined in the municipal code.

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

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

Attachments:

Approved by City Manager: Esther Moberg



January 08, 2025

Rodney May
1275 SE King Ave.
Warrenton, OR 97146

RE: Warrenton Code Violation: 1275 SE King Ave.

Dear Mr. May,

Our office is sending you this letter to advise you that two Municipal Code violations exist regarding the condition of the above-described property. Property Code Standards and Nuisance violations per the City of Warrenton Municipal Code 8.28.050 and 8.16.120. Our records show that you own 1275 SE King Ave.

You are receiving this letter by certified mail as an official warning of these violations. I inspected the property on 01/08/2024 and noted a large amount of scrap metal, wood, inoperable vehicles, car parts, an RV, and other items on the public right-of-way.

8.28.050 Property maintenance standards.

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

1. Debris. Property shall be kept free of debris, trash, building materials, or the storage of other goods which are visible from the street or adjacent properties. Debris shall include, but not be limited to: tires, lumber, household appliances, inoperable, unregistered or excess vehicles, furniture, sinks, toilets, cabinets, other household fixtures, equipment, rubbish, garbage, debris, salvage materials, or parts thereof which constitute a fire hazard and/or are stored or accumulated in such a manner as to be visible from a public street, alley or adjoining property;

2. Junk. An owner or person in charge of junk shall comply with the following:

a. No person may keep junk outdoors on a street, lot, or other premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.

b. No person may park, store, or abandon junk, litter, or rubbish on property owned by the City outside the City limits without the permission of the City Manager.

8.16.120 Junk.

A. No person shall keep junk outdoors on a street, lot, or premises or in a building that is not wholly or entirely enclosed except for doors used for ingress and egress.

B. The term “junk,” as used in this section, means and includes all old motor, old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass, paper, lumber, wood or other waste or discarded material.

C. The term “abandoned automobiles”, as used in this section, means inoperable and/or unregistered vehicles on private property. (Ord. 1229 § 1, 2019; Ord. 848-A § 22, 1989)

Please note that I will conduct an additional visual inspection of the property in fourteen (14) days to confirm compliance with the City Code.

Thank you for your prompt attention in this matter.

Christian Salinas
Code Compliance Officer
City of Warrenton Police Department



“Making a difference through excellence of service”



"Making a difference through excellence of service"



“Making a difference through excellence of service”

Enforcement Timeline

2022 – Original Complaint, Site visit, and violation confirmation, photographs.

August 5, 2022 – A certified letter was mailed to Rodney May advising of the violation.

2022-2024 – Violation remained unabated.

February 6, 2024 – A certified letter was sent to Mr. May advising of the violation.

January 8, 2025 – Transferred the case file to Code Compliance. I conducted a site visit, and photographs were taken of the violation.

January 8, 2025 – Contacted at the residence Justin May and gave a verbal warning of the nuisance violation.

January 9, 2025 – Certified letter mailed to Justin May.

January 22, 2025 – Code Compliance's second site visit; the violation still exists, and photographs were taken.

January 22, 2025 – Contacted Justin May and advised that the case would be forwarded to the City Commission if the violation was not abated. Gave an additional 14 days.

February 6, 2025 - Conducted a site visit and observed that the violation was not abated. Photographs were taken.

February 7, 2025 – Hand-delivered Notice of Hearing

On 01/08/2025, I contacted Justin May at 1275 SE King Ave regarding a municipal code violation of property in the public right-of-way and the undeveloped roadway of SE 13th Street. Mr. May stated that the items in question were his. I told him the items were illegally stored on city property and violated the Warrenton Municipal Code 8.28.050 Property Maintenance Standards (1) (b).

I saw inoperable vehicles, fifth-wheel RV, boats, various car parts, and scrap wood on the right-of-way and roadway.

I told him that this was an official verbal warning and that I would send a certified letter regarding this matter. I informed him that I would give him some time to relocate the items, but he needed to have them relocated or face the possibility of penalties from the City of Warrenton.

Mr. May said he would comply and have the items removed.

I then cleared.

On 01/09/2024, a certified letter was sent to the May property.

On 01/22/2025, I conducted a site visit of the Nuisance Code Violation on Mr. May's property. I noticed that he had removed some of the items he was storing on the public right-of-way on the undeveloped roadway of 13th Street.

I informed him that I had noticed that some of the items had been removed, but most of the items previously identified upon confirming the validity of the violation remained. I informed him it had been 14 days since he was officially warned and that he was still in violation.

Mr. May said he was preparing his property on Hwy 202 to relocate all items in the right-of-way. I advised that I would extend his time an additional 14 days but that there needed to be a significant clearing of his belongings, or I would begin the process of presenting this violation to the city's commission.

On 02/06/2025, I conducted a site visit and observed that Mr. Mays was still violating the nuisance ordinance. Mr. May's belongings were still stored on the undeveloped roadway of SE 13th Street. I noted a fifth-wheel camper, two flatbed trailers (one containing an inoperable vehicle), various auto parts (including many tires), scrap metal and wood, propane tanks, and many other items. Photographs were taken.



+
 -
 4

Highway 101 Business

Highway 10

SE King Ave

SE King Ave

2800

3500

3400

3

3100

3200

Popup Panel

(1 of 1)

[Clear](#)

Taxlot: 81027AB03200



Account [31915](#)

Taxmap [81027AB03200](#)

Owners May Rodney D

Mailing 20740 Silver Lake Rd
Chiloquin, OR 97624

Location [1275 SE King Ave Warrenton](#)

4400

4301

4200

4300

600

700





12665 SE King Ave

12775 SE King Ave

SE King Ave

12772 SE King Ave

13119 SE King Ave

13220 SE King Ave

50 ft

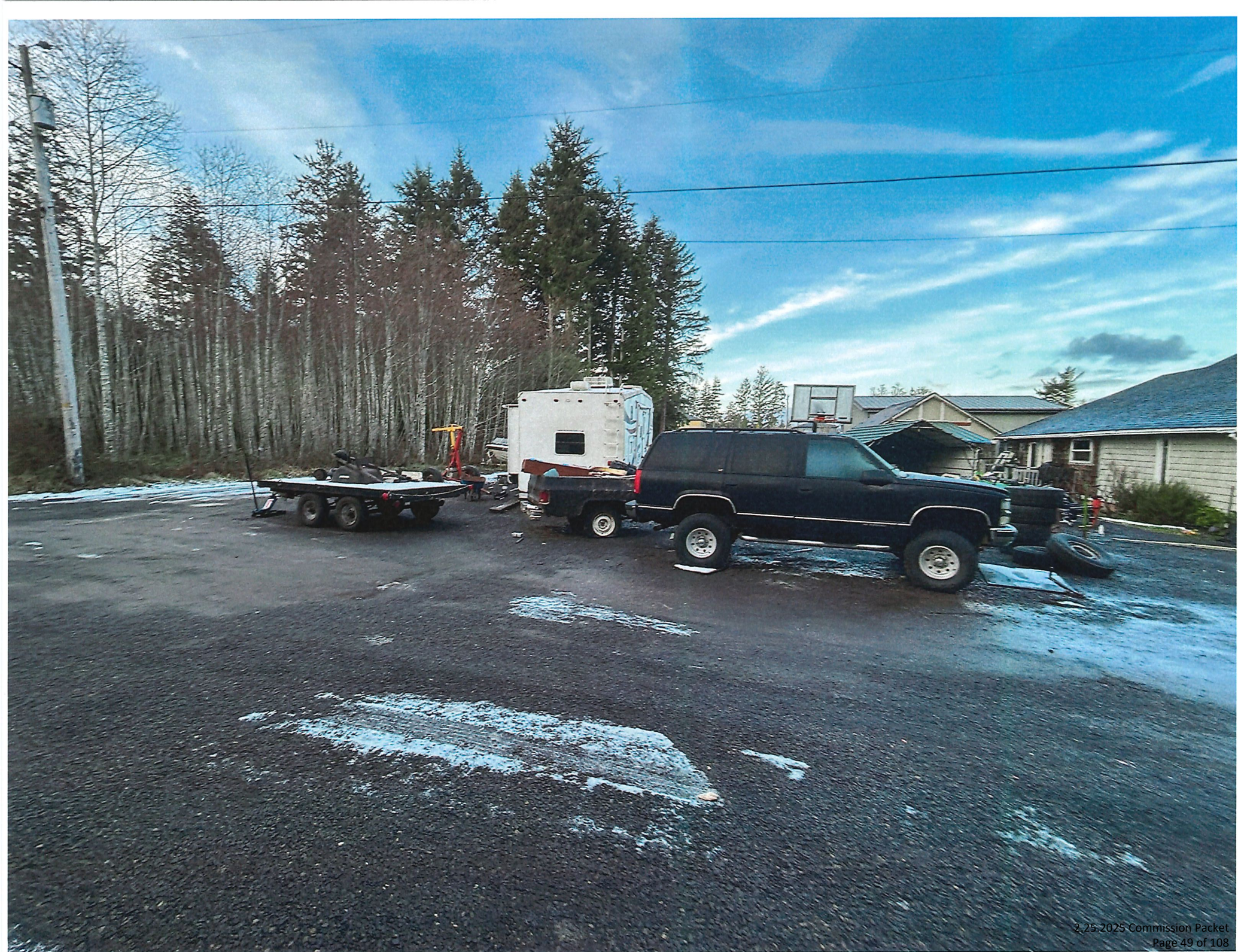
Disclaimer: The information contained in this GIS application is NOT AUTHORITATIVE and has NO WARRANTY OR GUARANTEE assuring the information presented is correct. GIS applications are intended for a visual display of data and do not carry legal authority to determine a boundary or the location of fixed works, including parcels of land. They are intended as a location reference for planning, infrastructure management and general information only. The City of Warren assumes no liability for any decisions made or actions taken or not taken by the user of the GIS application. The City of Warren provides this GIS map on an "as is" basis without warranty of any kind, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, and assumes no liability for any errors, omissions, or inaccuracies in the information provided.

































AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dale McDowell
 DATE: February 25, 2025
 SUBJ: Two Trailer Mounted Pumps Purchase Approval

SUMMARY

The Public Works Department seeks approval for the purchase of two diesel-driven pump machines to enhance our ability to perform water and sewer pumping operations in-house. This purchase will increase efficiency, reduce reliance on external contractors, and provide cost savings over time.

Equipment Details:

The requested equipment consists of two Godwin Dri-Prime NC150S Critically Silenced Diesel-Driven Pumps with trailers. These pumps are equipped with patented Flygt N impeller technology, specifically designed to handle contaminated liquids including liquids containing stringy materials, making them highly efficient non-clog pumps.

Justification:

- **Operational Efficiency:** The acquisition of these pumps will allow the department to promptly address water and sewer pumping needs without delays associated with external service providers.
- **Cost Savings:** By managing pumping needs internally, the City will reduce expenses related to outsourcing these services.
- **Reliability:** The Flygt N impeller technology ensures reliable performance in handling wastewater, minimizing maintenance and operational disruptions.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the purchase of two Godwin Dri-Primee NC1505 Critically Silenced Diesel-Driven Pumps for the purpose of pumping sewage and water as needed within the City of Warrenton."

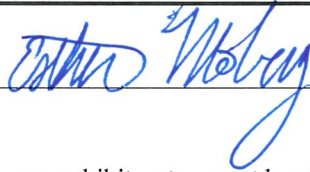
ALTERNATIVE

- 1) None recommended

FISCAL IMPACT

This equipment is budgeted for through the Capital Improvement Program, with funds allocated within the 038-430-610030 GL account.

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 _____ day of February 2025, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Xylem Dewatering Solutions located at 9625 SW Tualatin Sherwood Rd Tualatin OR 97062, 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 Bypass NC1505 Sale)
 - A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 02/08/2024, 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 \$147,150.30 for providing goods and performance of those services provided herein;
 - B. The CONTRACTOR will submit a final invoice 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@warrentonoregon.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 City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Don Ehly.

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 disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by 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. 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, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

Exhibit A

February 8, 2024

Jim McCarthy
CITY OF WARRENTON
PO BOX 250
Warrenton, OR 97146-0250

Phone: 503-861-0912
Email: jmccarthy@ci.warrenton.or.us

**RE: Warrenton bypass NC150S sale
Sale Quotation 125023414**

Dear Jim:

Thank you for your interest in Xylem Dewatering Solutions for your pumping equipment needs. Xylem is proud to offer you our quality products, services and solutions. Xylem is providing you with a quote for the Sale of two NC150S Diesel Driven Pump.

The Quote will be for the sale of two Godwin Dri-Primee NC150S Critically Silenced Diesel driven pump with Trailer per cut sheet provided. . The NC150S pump is equipped with our patented Flygt N impeller technology. This impeller is designed to pump sewage which typically has stringy type products, it is truly a non-clog pump. This pump will be shipped from our warehouse in New Jersey and freight has been estimated to ship to our shop in Tualatin, OR. (Actual freight cost will be billed) The normal Lead time from placement of an order is 8-10 weeks, however this will be determined at time of order.

Please feel free to contact me with questions or to place an order at (971) 429-4250. Thanks again for your support of Xylem Dewatering Solutions.

Sincerely,

Don Ehly
Outside Sales Representative

DE / vm

SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
A	2	Dri-Prime NC150S Critically <ul style="list-style-type: none"> • Silenced Sound Attenuated Enclosure • 6" 150# Flange Suction and Discharge • Isuzu 4LE2X FT4 Diesel Engine with FST • Global Series 6 Skid-mounted • Spill Containment, 110% Fuel Containment 	\$ 66,135.75	\$ 132,271.50
B	2	Global Series 6 Trailer Kit <ul style="list-style-type: none"> • with Bolt on Tongue, Fenders, • Axle with Electric Brakes, • and Wiring Harness • Fits N32-10374 	4,418.25	8,836.50
C	2	PrimeGuard Float Set <ul style="list-style-type: none"> • w/ 65' Mechanical Floats 	450.75	901.50
D	2	6" Female Godwin QD x 6" 150# Flange Adapter	244.80	489.60
E	2	6" Male Godwin QD x 6" 150# Flange Adapter	325.60	651.20
F	1	Incoming Estimated Freight	4,000.00	4,000.00

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.



SALE QUOTATION

ITEM	QTY	DESCRIPTION	UNIT PRICE	SALE TOTAL
------	-----	-------------	------------	------------

Our current delivery lead-times associated with this Quotation are best estimates at this time. Due to the outbreak of the COVID-19 virus pandemic and its global effects on commerce, supply chain, and logistics, these lead-times are an estimate only and not a commitment. Xylem is and will continue to use all commercially reasonable efforts to minimize any delivery delay impacts.

A signed copy of this Quotation is acceptable as a binding contract.

Signature: _____	Name: (PLEASE PRINT)
Company/Utility: _____	Reference #:
Address: _____	Date:
_____	Phone:
_____	Email:
_____	Fax:

NET SALE TOTAL	\$ 147,150.30
DELIVERY CHARGE	\$ 780.00

THE PRICE PROVIDED IS BASED UPON XYLEM'S REVIEW OF THE APPLICABLE PLAN DRAWINGS AND RELEVANT TECHNICAL SPECIFICATION SECTIONS BEARING ON THE EQUIPMENT DESCRIBED IN THIS QUOTATION. SUBMISSION OF THIS QUOTATION SHOULD NOT BE MISCONSTRUED AS XYLEM'S ACCEPTANCE OF ANY OTHER PROVISIONS OF THE PRIME CONTRACT BETWEEN CONTRACTOR AND PROJECT OWNER (HOWSOEVER REFERENCED) AND ATTEMPTS IN ANY SUBSEQUENT SUBCONTRACT TO BIND XYLEM TO SUCH OWNER DOCUMENTS ARE HEREBY REJECTED AND SHALL BE OF NO FORCE AND EFFECT, IRRESPECTIVE OF ANYTHING STATED ELSEWHERE TO THE CONTRARY.

Please note all sale pricing is in U.S. Dollars. The price does not include freight, export boxing, duties, taxes, or any other items not specifically mentioned.

This pricing information is for internal use only. We ask that these items and terms be kept confidential. All applicable tax and freight charges will be added to invoices. All quotations are subject to credit approval. All quotations are valid for 30 days. All prices quoted in US dollars.

This order is subject to the Standard Terms and Conditions of Sale - Xylem Americas effective on the date the order is accepted which terms are available at <https://www.xylem.com/en-US/support/xylem-americas-standard-terms-and-conditions/> and incorporated herein by reference and made a part of the agreement between the parties.

Godwin NC150S Dri-Prime[®] Pump

The Godwin NC150S Dri-Prime pump is designed for use in municipal wastewater applications that contain stringy, modern waste. This unique self-cleaning, non-clog pump is recommended for sewer, lift station, and bypass applications, and is ideal for permanent installations where reliability is absolutely critical, e.g. Diesel Backup Systems (DBS).

This is the first in a series of Godwin S Series 'Smart' pumps, with significantly improved pumping efficiency, greater fuel economy, easier operation, and reduced maintenance. Field Smart Technology (FST) is available for remote monitoring and control, and diesel engines that meet local regulations.



Features and benefits

- Flygt 'non-clog' N-Technology to avoid ragging and downtime caused by modern waste.
- Field Smart Technology (FST) allows the user to monitor & control the pump from anywhere in the world.
- New compressor belt tensioner reduces time to change and adjust belt to approximately 30 minutes.
- New sight glass and measuring stick added to monitor level and quality of mechanical seal oil.
- Improved hydraulic design reduces vibration, maximizes efficiency and fuel economy.
- Diesel Oxidative Catalyst (DOC) technology maximizes available power from diesel engine, and reduces maintenance and downtime.
- Fully automatic priming from dry to 8.5 metres (28 ft).
- Venturi priming requires no adjustment or control.
- Available as open set or Sound Attenuated Enclosure.
- Standard build engine Isuzu 4LE2X (EPA Final Tier 4).
- Other engine options available.

Specifications

Suction connection	150 mm (6 in) flange
Delivery connection	150 mm (6 in) flange
Max capacity	300 m ³ /hr (1320 USGPM)
Max impeller diameter	286 mm (11.3 in)
Max operating temp	80°C (176 °F)*
Max working pressure	6 bar (87 psi)
Max suction pressure	4 bar (58 psi)
Max casing pressure	7.5 bar (109 psi)
Max operating speed	2200 rpm

* Please contact our office for applications in excess of 80°C (176 °F).

† Larger diameter pipes may be required for maximum flows.

Materials

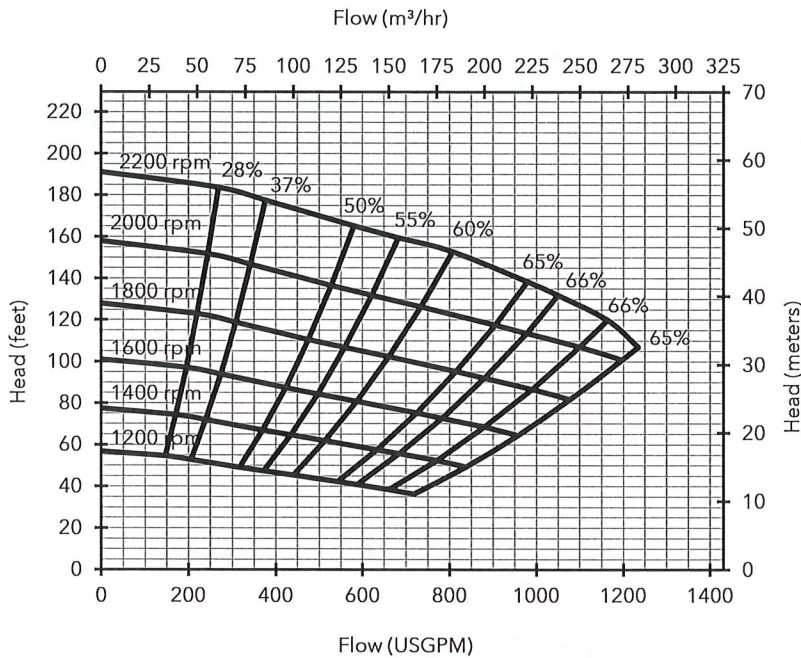
Pump casing	Cast Iron BS EN 1561 / EN-JL1030
Wearplates	Front - Hard Iron EN12513:2000 Rear - Cast Iron BS1561:1997
Pump Shaft	Carbon steel BS970:1991 817M40T
Impeller	Hard Iron EN12513:2000
Mechanical Seal Faces	Silicon carbide Vs Silicon carbide

Please contact the factory or office for further details. A typical picture of the pump is shown. All information is approximate and for general guidance only.

godwin 
a xylem brand

Reference number : 200GPA0001420
Date of issue: September 8, 2017
Issue : -
Americas

Performance curve



Suction lift table

Total suction Head (feet)	Total Delivery Head (feet)				
	26	49	66	92	98
Output (USGPM)					
10	1321	1233	1101	660	528
15	1233	1145	1013	572	440
20	1065	1013	925	484	-
25	771	748	660	352	-

Pump curve is engine specific and based on 10ft (3.0m) dynamic suction lift.

Open skidbase

Engine Isuzu 4LE2X
Engine power 46.2 kW (62 hp) max engine rating
Emissions standard EPA Final Tier 4
Impeller diameter 286 mm (11.3 in)
Pump speed 2200
Fuel capacity 227 liters (60 US Gal)
Fuel consumption @ 1800 rpm 10 l/hr (2.6 USGal/hr)
Weight dry 1250 kg (2750 lb)
Weight wet 1440 kg (3170 lb)
Dimensions L 3023 mm x W 1676 mm x H 2210 mm (L 119 in x W 66 in x H 87 in)

Performance data provided in tables is based on water tests at sea level and 20°C (68°F) ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



Sound attenuated enclosure

Engine Isuzu 4LE2X
Engine power 46.2 kW (62 hp) max engine rating
Emissions standard EPA Final Tier 4
Noise @ 7m (23 ft) 66 db(A)
Impeller diameter 286 mm (11.3 in)
Pump speed 2200
Fuel capacity 303 liters (80 US Gal)
Fuel consumption @ 1800 rpm 10 l/hr (2.6 USGal/hr)
Weight dry 1410 kg (3100 lb)
Weight wet 1670 kg (3680 lb)
Dimensions L 2565 mm x W 1092 mm x H 1778 mm (L 101 in x W 43 in x H 70 in)

Performance data provided in tables is based on water tests at sea level and 20°C (68°F) ambient. All information is approximate and for general guidance only. Please contact the factory or office for further details.



Xylem Dewatering Solutions
84 Floodgate Road
Bridgeport, NJ 08014 USA
(856) 467-3636 . Fax (856) 467-4841

Reference number : 200GPA0001420
Date of issue: September 8, 2017
Issue : -
www.xylem.com/smart

© 2017 Xylem, Inc. All rights reserved. Godwin is a trademark of Xylem Dewatering Solutions, Inc., a wholly-owned subsidiary of Xylem Inc. Specifications and illustrations are subject to revision without notice. Xylem makes no representation regarding the completeness or accuracy of this information and is not liable for any direct or indirect damages arising from or relating to this information or its use.

<p>Grantors: Nygaard Land LLC Warrenton Fiber Company David Nygaard John Nygaard POB 100, Warrenton, OR 97146</p> <p>Michael Benesch 366 Pleasant Avenue, Astoria, OR 97103</p>
<p>Grantee: City of Warrenton POB 250, Warrenton, OR 97146</p>
<p>Send Tax Statements To: No Change</p>
<p>After Recording Return to: City of Warrenton POB 250, Warrenton, OR 97146</p>

Common Address: Vacant Land Near Dolphin Road, Warrenton
Assessor #: 32845, 32846; 32847; 32848, 32849, 56792, 57173
Taxlots: 810340001100, 810340001200; 810340001300; 810340001301, 810340001400, 810340000101

Michael Benesch as to TL 1100 and 1200;
Nygaard Land LLC as to TL 1301, 1400, and 101;
Warrenton Fiber as ½ owner, David Nygaard as ¼ owner and John B. Nygaard as ¼ owner of TL 1300

UTILITY EASEMENT

This Easement is made and entered into this ____ day of February 2025, (Effective Date) by and between Michael Benesch, Nygaard Land LLC, Warrenton Fiber Company, David Nygaard, and John B. Nygaard (hereinafter collectively called “Grantors”), and City of Warrenton, Oregon (hereinafter called the “City”).

RECITALS

- A. Grantors are the owner of the above real property in Clatsop County, Oregon, more particularly described as: TRACTS 1 & 3-7 OF THE PLAT OF CRANBERRY ACRES, BOOK 7, PAGE 19; BEING IN THE NW ¼ OF SECTION 34, TOWNSHIP 8 NORTH, RANGE 10 WEST, WILLAMETTE MERIDIAN, COUNTY OF CLATSOP, STATE OF OREGON; and All of Parcel 2, as described in Book 845, Page 563, Deed Records of Clatsop County lying within Ocean View (vacated) Plat Records of Clatsop which lies southerly of the following described line: Beginning at the point on the South line of said Ocean View, 660’ south of the Northwest corner thereof; said point being the Point of Beginning of that property described in Book 242, Page 300, Clatsop County Deed Records; thence South 87 deg 37’22” East a distance of 1290.0’ to the East line of Ocean View and the Terminus of the herein described line (collectively the “Property”).
- B. The City installs, removes, and maintains utilities throughout the county, including waterlines.
- C. The City requires a permanent easement on a portion of the Property (“Easement”) to allow access to and to inspect, maintain, repair, and undertake other activities related to the water pipeline utility that is constructed in the location depicted as a 30’ easement area in **Exhibit A: Cranberry Mainline Waterline Easement** and an 8’ easement area in **Exhibit B: City of Warrenton Waterline** (collectively the “Easement Area”).
- D. Grantor desires to grant to the City and the City desires to accept from the Grantor a permanent easement over the Easement Area pursuant to the terms of this Agreement.

NOW, THEREFORE, the true consideration for the Easement is the mutual covenants and agreements contained herein, the receipt and sufficiency of which are acknowledged; the parties agree as follows (“Agreement”):

1. Grant of Permanent Utility Easement. Grantor, and Grantor’s heirs, successors and assigns, grants, and conveys to the City, a permanent, nonexclusive easement for the purpose of accessing, reconstructing, operating, and maintaining a water utility easement and a water appurtenance in the Easement Area. Grantor also grants to the City the right of reasonable access over other parts of the Property that are adjacent to the Easement Area as allowed under Section 3 below. In the event that the Easement Area overlaps with any preexisting easement areas granted to the City, the creation of this Easement Area shall not be construed to extinguish or otherwise impact or limit the City’s rights to any preexisting easement areas.
2. City’s Rights. Grantor shall allow the City and its officers, employees, agents, assigns, public utility providers, and independent contractors to use the Easement Area for all purposes related to a water pipeline and related facilities. The Easement Area shall be used for ingress and egress of personnel and for the purposes of accessing, reconstructing, operating, and maintaining a water pipeline and related facilities that are above ground and underground and if necessary, a water blow-off valve (BOV) assembly. The City has the right to excavate, construct, install, place, lay, operate, inspect, maintain, relocate, add to, and remove underground pipelines, related structures, and facilities within the Easement Area. The City has the right to cut, trim, plant, and remove trees or other vegetation within the Easement Area. The City has the right to remove other obstructions that may endanger or interfere with the construction, reconstruction, maintenance, inspection, efficient service, or removal of all or any part of its respective water system on or from the Easement Area without the necessity at any time of procuring the consent or permission of anyone. The City has the right to enter the Easement Area at any and all times for the exercise of any of the easement rights.
3. Restrictions on City’s Use of Easement Area; Damage. The City shall use the Easement Area as necessary for the purpose described in this Easement. At the City’s sole cost and expense, the City agrees to repair any and all damage caused to the Easement Area or Grantor’s Property by the City. The City shall stabilize any disturbed soils and reasonably restore the Easement Area following completion of any construction in the Easement Area by the City to the same or better condition as existed in the Easement Area prior to the work. However, if restoration requires the replacement of any trees or vegetation, any trees will be replaced with trees no larger than four-inches in diameter, and any plants will be replaced with plants in two-gallon containers. The size and species of any trees or vegetation replaced will be solely at the City’s discretion. After restoration is complete, Grantor is responsible for watering and maintaining the vegetation.
4. Liability for Non-easement Property. The City shall be liable for any damage to the Property that is caused by the City. The City shall have a reasonable time, not to exceed two weeks after notice from Grantor, to restore the Easement Area and other area of the Property that City has damaged. Notice shall be sent to:

Michael Benesch, 366 Pleasant Ave., Astoria, OR 97103

Nygaard Land, David Nygaard, John Nygaard Warrenton Fiber Company
PO Box 100, Warrenton, OR 97146

City of Warrenton
Attn: Public Works
P.O. Box 250, Warrenton, OR 97146

5. Grantor's Reservation of Rights; Limitation on Reserved Rights.
 - 5.1. Grantor reserves the right to continued use of the surface area within the Easement Area for all lawful purposes that do not interfere with, and are not inconsistent with, the City's rights granted in this Easement.
 - 5.2. This reservation of rights does not include the right to build structures or place objects in the Easement Area that obstruct access to the Easement Area without the City's permission, or to create other impediments to the City's easement rights. Any such obstruction may be summarily removed by the City, and there shall be no claim allowed for damage to or destruction of the building, structure, or object that the City removed. This reservation of rights does not include the right to engage in or allow any action that disturbs the subjacent or lateral support of the Easement Area.
6. Indemnification. Each party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all claims (including third party claims for damages for property removed from the Easement Area), demands, liabilities, judgments, awards, fines, liens, losses, damages, and expenses of any kind, including attorneys' fees at trial or on appeal, incurred by the indemnifying party to the extent arising either directly or indirectly from and to the extent of any act, error, omission or negligence of indemnifying party, its employees, contractors, licensees, or agents under this Agreement. Nothing in this Agreement, City's approval of plans and specifications, or inspection of work is an acknowledgement of responsibility or liability unless otherwise provided by applicable law.
7. Grantor's Warranty. Grantor agrees that it has the right to convey the Easement to the City and to provide quiet possession to the City. Grantor warrants to the City that the person executing this Agreement on behalf of Grantor is duly authorized to make this conveyance.
8. Breach; Remedies; Equitable Relief. Grantor acknowledges that the rights granted to the City are unique in that money damages alone for breach of the Easement by Grantor are inadequate, and that the City may bring an action at law or a suit in equity to obtain relief, including specific performance, injunctive relief and any other available equitable remedy.
9. Legal Effect; Shall Run with the Land. The Permanent Easement shall become effective and binding on the date signed by the Grantor and inure to the benefit of Grantor and the City, and their respective heirs, personal representatives, successors, and assigns. This Easement shall run with the land.
10. Attorneys' Fees. In the event any action is brought to enforce, modify or interpret the provisions of this Agreement, each party shall bear the expense of its own attorney fees and costs incurred in connection with such action.
11. Severability. Nothing contained in this Agreement shall be construed to require the commission of any act contrary to law, and if there is any conflict between any provisions of the Easement and any present or future statute, law, ordinance, or regulation to which the parties have no legal right to contract, the latter shall prevail. However, the provision of the Easement, which is affected shall be curtailed and limited only to the extent necessary to bring them within the requirements of the law, and all other provisions of the Easement shall remain in effect.
12. Waiver. Either party's failure to require performance of any provision of the Easement shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision be a waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.

Statutory Disclaimers:

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 385.505 OR ORS 385.515 THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS SUBJECT TO SPECIAL ASSESSMENT UNDER ORS 358.505.

IN WITNESS WHEREOF, the Grantors has executed this Easement with the Effective Date as noted above.

THE EASEMENT is accepted by the City of Warrenton, Oregon.

_____, City of Warrenton
Esther Moberg, City Manager

STATE OF OREGON)
) ss.
County of Clatsop)

This instrument was acknowledged before me on _____, 2025, by _____.

Notary Public for Oregon
My commission expires: _____

GRANTORS:

WARRENTON FIBER COMPANY

By: David Nygaard as President

NYGAARD LAND LLC

By: David Nygaard as Member/Manager

David Nygaard

John B. Nygaard

Michael Benesch

STATE OF OREGON)
)ss.
County of Clatsop)

This instrument was acknowledged before me this ____ day of February 2025, by David Nygaard as President of Warrenton Fiber Company, David Nygaard as Nygaard Land LLC Member/Manager, David Nygaard, John B. Nygaard, and Michael Benesch.

Notary Public for Oregon

Tract 3 - Michael R. Benesch – Instrument No. 200712772

Metes and bounds property description for a waterline easement crossing a portion of Tract 3, Cranberry Acres, being in the NW 1/4 Section 34 and the NE 1/4 Section 33, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled “Tract 3 Cranberry Acres”, dated February 5, 2025.

Commencing at the 1/4 corner common to Sections 33 & 34 and from which the Center 1/4 corner of said Section 34 bears South 89° 57' 33" East 2612.39 feet;

Thence Northerly along the section line common to Sections 33 & 34 to the North line of the Cranberry Acres 16.00 foot wide right of way, North 0° 50' 30" West 16.00 feet to the True Point of Beginning of this metes and bounds property description.

Thence westerly along the North line of the Cranberry Acres right of way in Section 33 to the East right of way of Dolphin Road as shown on Clatsop County Survey CS# B-10971, North 89° 11' 18" West 28.97 feet to a curve left whose long chord bears North 18° 19' 40" East 15.73 feet;

Thence northeasterly along said curve left with a radius of 375.00 feet through a central angle of 2° 24' 12" 15.73 feet;

Thence departing said right of way, easterly and parallel with said North line in Section 33 to said section line, South 89° 11' 18" East, 23.80 feet;

Thence easterly, parallel with and 15.00 feet distant from the North line of the Cranberry Acres 16.00 foot right of way in Section 34, South 89° 57' 33" East 152.56 feet;

Thence parallel with and 15.00 feet distant from an existing 4-inch waterline, North 85° 35' 40" East 51.56 feet to the East line of said Tract 3;

Thence along the East line of said Tract 3 to said North line in Section 34, South 0° 3' 36" West, 19.00 feet;

Thence westerly along said right of way to said section line, North 89° 57' 33" West 203.75 feet to the True Point of Beginning.

Area of said easement is 3,557 square feet and 0.08 acres more or less.

West 84.30 feet of Tract 4 - Ed Christie & Warrenton Fiber – Parcel No. 17 Instr. No. 20060074

Metes and bounds property description for a waterline easement crossing the West 84.30 feet of Tract 4, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled “Tract 4 Cranberry Acres”, dated February 5, 2025.

Commencing at the 1/4 corner common to Sections 33 & 34, and from which the Northeast corner of Partition Plat No. 2010-05 bears South 89° 57’ 33” East 482.50 feet;

Thence along the Section 34 East-West mid-section line, South 89° 57’ 33” East 203.48 feet;

Thence to a point on the North line of the Cranberry Acres 16.00 foot right of way, North 0° 03’ 36” East 16.00 feet, also being the Southwest corner of said Tract 4 and the True Point of Beginning of this metes and bounds property description;

Thence along the West line of said Tract 4 North 0° 03’ 36” East 19.00 feet;

Thence North 85° 35’ 40” East 84.56 feet to a line parallel with and 84.30 feet east of the West line of said Tract 4;

Thence along said parallel line to said North line, South 0° 03’ 36” West 25.56 feet;

Thence along said North line, North 89° 57’ 33” West 84.30 feet to the True Point of Beginning.

Area of said easement is 1,878 square feet and 0.04 acres more or less.

East 248.44 feet of Tract 4 - Nygard Land LLC – Parcel No. 2 Instr. No. 201209195

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline, crossing the East 248.44 feet of Tract 4, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled "Tract 4 Cranberry Acres", dated February 5, 2025.

Commencing at the Northeast corner of Partition Plat 2010-005 and from which the 1/4 corner common to Sections 33 & 34 bears North 89° 57' 33" West 482.50 feet;

Thence along the Section 34 East-West mid-section line, South 89° 57' 33" East 53.72 feet;

Thence to the North line of the Cranberry Acres 16.00 foot right of way, also being the Southeast corner of said Tract 4, North 0° 03' 36" East 16.00 feet;

Thence along the East line of said Tract 4 to the centerline of an existing 4-inch municipal waterline, North 0° 03' 36" East 44.05 feet, and the True Point of Beginning for this strip property description;

Thence along said 4-inch waterline North 85° 39' 01" West 16.64 feet;

Thence continuing along said 4-inch waterline North 78° 05' 57" West 84.29 feet;

Thence continuing along said 4-inch waterline South 69° 42' 51" West 47.10 feet;

Thence continuing along said 4-inch waterline South 68° 49' 50" West 95.29 feet;

Thence continuing along said 4-inch waterline to a point on a line 248.44 feet Westerly and parallel with the East line of said Tract 4, South 85° 35' 40" West 16.41 feet;

Thence southerly to the north line of said 16 foot right of way, South 0° 03' 36" West 10.51 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Area of said easement is 7,698 square feet and 0.18 acres more or less.

West 1/2 Tract 5 - Nygaard Land LLC – Parcel No. 2 Instr. No. 201209195

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline, crossing the West 1/2 of Tract 5, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled “Tract 5 Cranberry Acres”, dated February 5, 2025.

Commencing at the Northwest corner of Parcel 3 of Partition Plat No. 2002-018, shown as adjusted on PLA Map CS# B-14360, and from which the Center 1/4 of Section 34 bears South 89° 57' 33" East 1770.59 feet;

Thence along the Section 34 East-West mid-section line, North 89° 57' 33" East 139.14 feet;

Thence to the North line of the Cranberry Acres 16.00 foot right of way, also being the Southeast corner of said West 1/2, North 0° 03' 36" East 16.00 feet;

Thence along the East line of said West ½ to the centerline of an existing 4-inch municipal waterline, North 0° 03' 36" East 42.69 feet and the True Point of Beginning for this strip property description;

Thence along said 4-inch waterline South 87° 34' 57" West 94.68 feet;

Thence continuing along said 4-inch waterline to the West line of said West 1/2, North 85° 39' 01" West 72.05 feet, and from which the Southwest corner of said West 1/2 bears South 0° 03' 36" West 44.05 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Area of said easement is 5,002 square feet and 0.11 acres more or less.

East 1/2 Tract 5 - Nygaard Land LLC – Parcel No. 1 Instr. No. 201209195

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline, crossing the East 1/2 of Tract 5, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled "Tract 5 Cranberry Acres", dated February 5, 2025.

Commencing at the Northwest corner of Parcel 3 of Partition Plat No. 2002-018, shown as adjusted on PLA Map CS# B-14360, and from which the West 1/4 of Section 34 bears North 89° 57' 33" West 841.8 feet;

Thence easterly along the Section 34 East-West mid-section line South 89° 57' 33" East 77.35 feet;

Thence to the North line of the Cranberry Acres 16.00 foot right of way, also being the Southeast corner of said East 1/2, North 0° 03' 36" East 16.00 feet;

Thence along the East line of said East 1/2 to the centerline of an existing 4-inch municipal waterline, North 0° 03' 36" East 67.70 and the True Point of Beginning for this strip property description;

Thence along said 4-inch waterline South 77° 46' 08" West 44.14 feet;

Thence continuing along said 4-inch waterline South 83° 04' 12" West 43.67 feet;

Thence continuing along said 4-inch waterline to the west line of said East 1/2, South 86° 50' 22" West 80.14 feet, and from which the Southwest corner of said East 1/2 bears South 0° 03' 36" West 48.54 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Area of said easement is 5,036 square feet and 0.12 acres more or less.

Tract 6 - Nygaard Land LLC – Parcel No. 1 Instr. No. 201209195

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline, crossing Tract 6, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled “Tract 6 Cranberry Acres”, dated February 5, 2025.

Commencing at the Northeast corner of Parcel 3 of Partition Plat No. 2002-018 and from which the West 1/4 of Section 34 bears North 89° 57' 33" West 1301.83 feet;

Thence to the North line of the Cranberry Acres 16.00 foot right of way, North 0° 03'36" East 16.00 feet;

Thence along said North line to the Southeast corner of said Tract 6, North 89° 57' 33" West 49.07 feet;

Thence along the East line of said Tract 6 to an existing 4-inch municipal waterline, North 0° 03' 36" East 78.12 feet and the True Point of Beginning for this strip property description;

Thence along said 4-inch waterline, South 76° 32' 12" West 126.72 feet;

Thence continuing along said 4-inch waterline North 81° 33' 39" West 179.76 feet;

Thence continuing along said 4-inch waterline to the West line of said Tract 6, South 77° 46' 08" West 33.33 feet and from which the Southwest corner of said Tract 6 bears South 0° 03' 36" West 67.70 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Area of said easement is 10,194 square feet and 0.23 acres more or less.

Tract 7 - Nygaard Land LLC – Parcel No. 1 Instr. No. 201209195

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline, crossing Tract 7, Cranberry Acres, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled “Tract 7 Cranberry Acres”, dated February 5, 2025.

Commencing at the Northwest corner of Parcel 1, Partition Plat 2014-002 and from which the Center 1/4 of Section 34 bears South 89° 57' 33" East 1036.58 feet;

Thence easterly along the Section 34 East-West mid-section line to the Southeast corner of said Tract 7, South 89° 57' 33" East, 51.70 feet;

Thence along the East boundary of said Tract 7 to an existing 4-inch municipal waterline, North 00° 03' 36" East, 78.50 and the True Point of Beginning for this strip property description;

Thence along said existing 4-inch waterline, North 83° 36' 47" West, 160.35 feet;

Thence continuing along said 4-inch waterline, North 85° 37' 35" West, 92.44 feet;

Thence continuing along said 4-inch waterline, South 89° 31' 49" West, 88.65 feet;

Thence continuing along said 4-inch waterline to the West line of said Tract 7, South 76° 32' 12" West, 35.55 feet and from which the Southwest corner of said Tract 7 bears South 0° 03' 36" West, 78.12 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Area of said easement being 11,285 square feet or 0.26 acres, more or less;

Nygaard Land LLC - Parcel C: (Airport) Instrument No. 201209698

Strip property description for a 30 foot waterline easement, 15 feet on both sides of an existing 4-inch municipal waterline crossing Parcel C: (Airport) Instrument No. 201209698, being in the NW 1/4 Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop, State of Oregon; said easement to accompany a waterline easement exhibit titled "Parcel C: (Airport) Instrument No. 201209698", dated February 5, 2025.

Commencing at the Northwest corner of Parcel 1, Partition Plat 2014-002 and from which the Center 1/4 of Section 34 bears South 89° 57' 33" East 1036.58 feet;

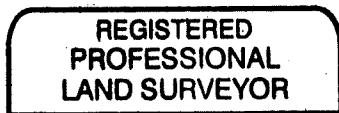
Thence along the Section 34 East-West mid-section line to the Southeast corner of Tract 7, Cranberry Acres, South 89° 57' 33" East, 51.70 feet;

Thence along the East boundary of said Tract 7 to an existing 4-inch municipal waterline, North 0° 03' 36" East, 78.50 and the True Point of Beginning for this strip property description;

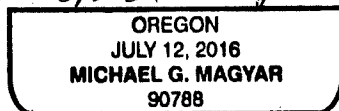
Thence along said 4-inch waterline South 83° 36' 47" East, 54.34 feet;

Thence continuing along said 4-inch waterline to the East-West mid-section line of said Section 34, South 0° 20' 10" East, 72.50' and from which the Center 1/4 corner of Section 34 bears South 89° 57' 33" East, 930.37 feet, the sidelines on said easement extending and trimming to the bounding features as shown on said exhibit.

Said easement being 3,805 square feet or 0.09 acres, more or less;



Michael Magyar



EXPIRES: 12.31.2026

REGISTERED
PROFESSIONAL
LAND SURVEYOR

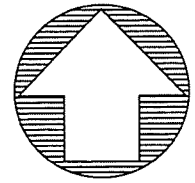
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Tract 3 Cranberry Acres Waterline Easement Exhibit

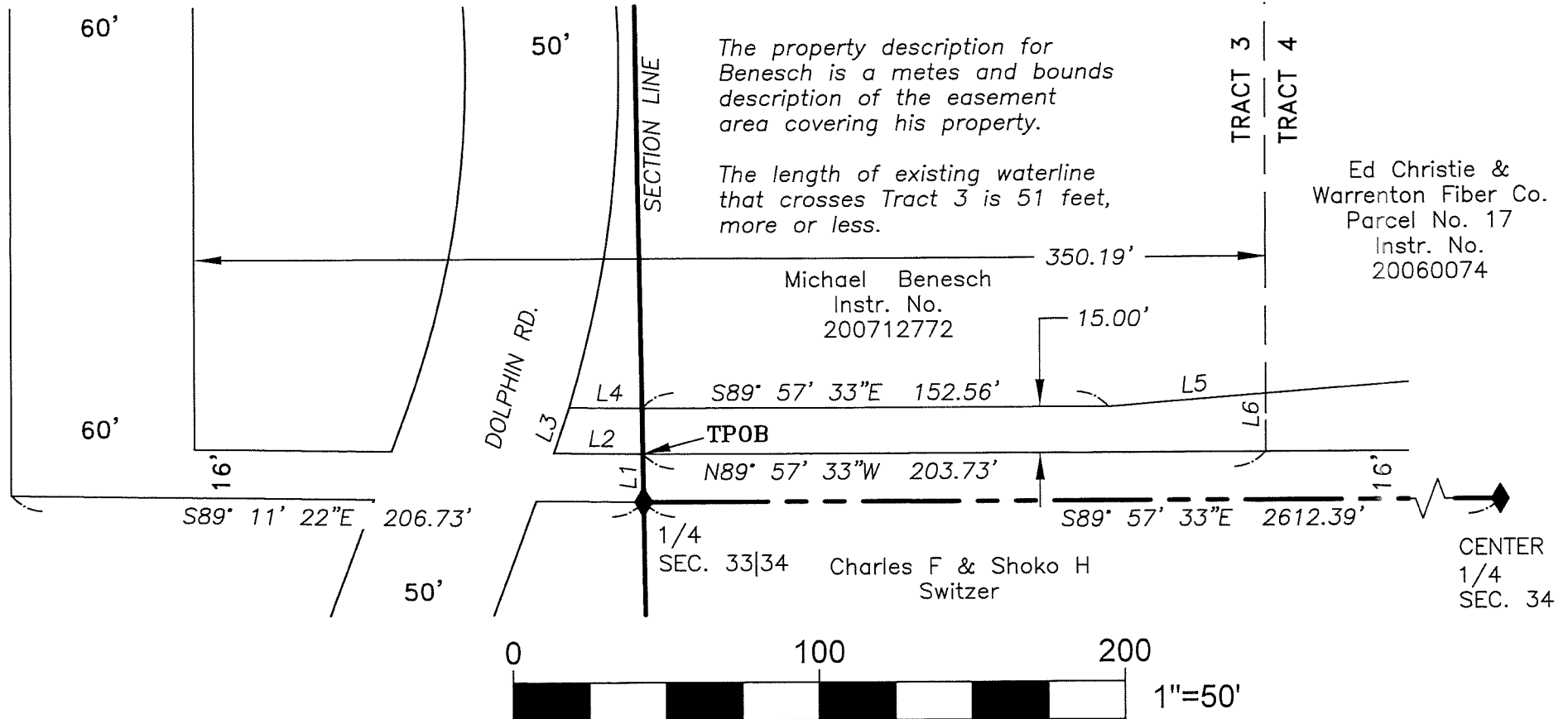
To accompany a property description and waterline easement agreement between the City of Warrenton and Michael R. Benesch;
Crossing Tract 3 as described in Instrument No. 200712772
Records of the Clatsop County Clerk;
NW 1/4 Sec. 34, T8N, R10W, W.M.
County of Clatsop, State of Oregon
February 5, 2025



Sheet 1/6

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.



See Sheet 2/8

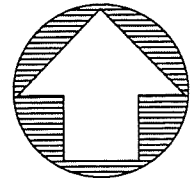
REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Tract 4 Cranberry Acres Waterline Easement Exhibit

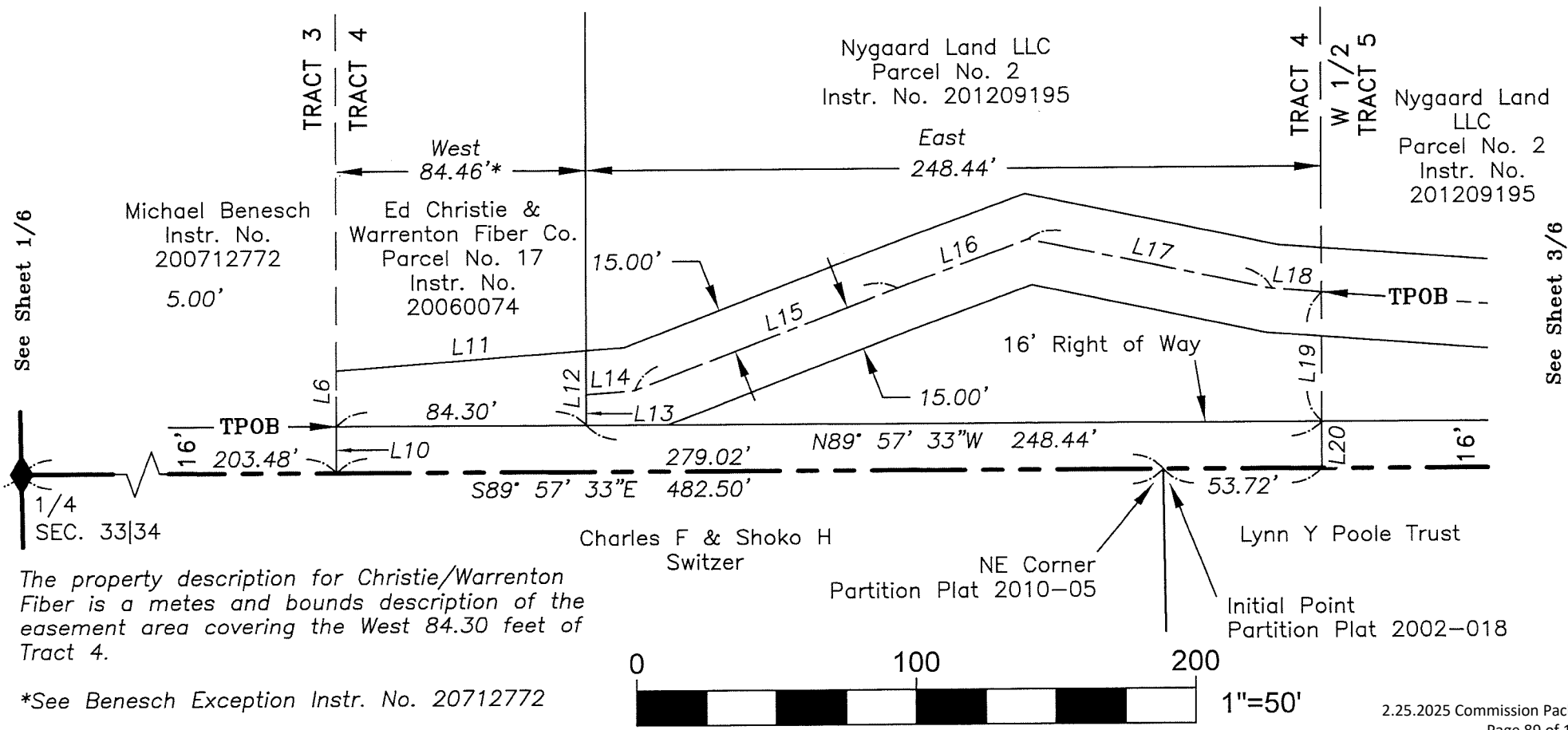


Sheet 2/6

- To accompany a property description and waterline easement agreement between:
- 1) the City of Warrenton and Nygaard Land LLC Crossing the E 248.44 feet of Tract 4 as described in Parcel No. 2, Instrument No. 201209195
 - 2) a Half interest each to Ed Christie and Warrenton Fiber, Parcel 17 (the west 84.30 feet of Tract 4), Instrument No. 20060074
- Records of the Clatsop County Clerk;
NW 1/4 Sec. 34, T8N, R10W, W.M.
County of Clatsop, State of Oregon
February 5, 2025

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.

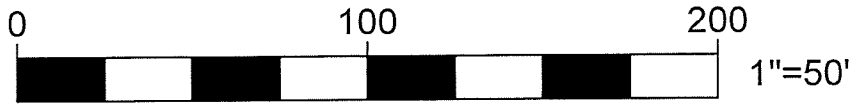


See Sheet 1/6

See Sheet 3/6

The property description for Christie/Warrenton Fiber is a metes and bounds description of the easement area covering the West 84.30 feet of Tract 4.

*See Benesch Exception Instr. No. 20712772



REGISTERED
PROFESSIONAL
LAND SURVEYOR

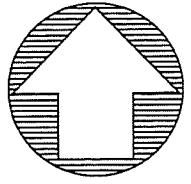
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Tract 5 Cranberry Acres Waterline Easement Exhibit

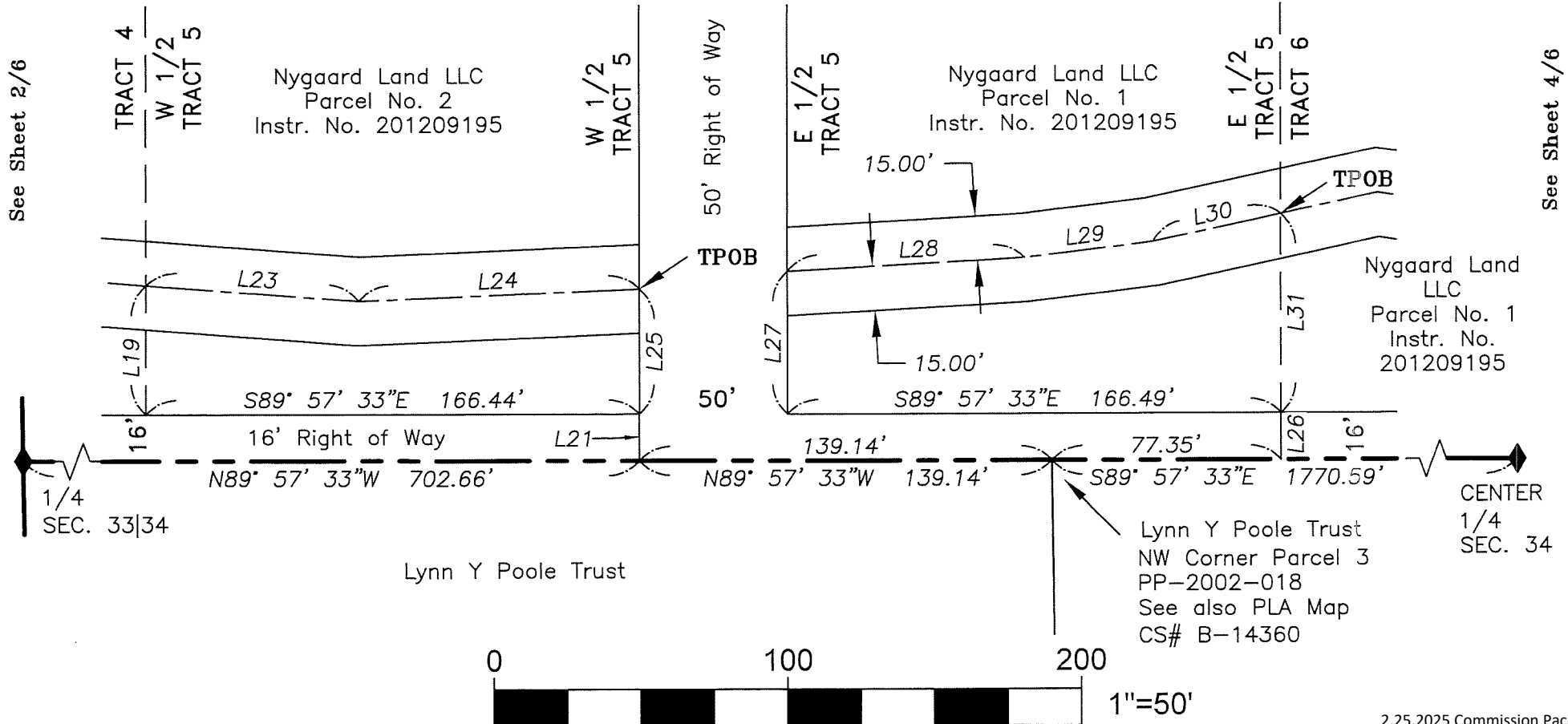
To accompany a property description and waterline easement agreement between the City of Warrenton and Nygaard Land LLC crossing Tract 5; more specifically described in Parcel No. 1 per the E 1/2 & Parcel No. 2 per the W 1/2, Instrument No. 201209195, Records of the Clatsop County Clerk; NW 1/4 Sec. 34, T8N, R10W, W.M. County of Clatsop, State of Oregon February 5, 2025



Sheet 3/6

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.



See Sheet 2/6

See Sheet 4/6

REGISTERED
PROFESSIONAL
LAND SURVEYOR

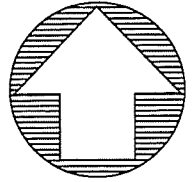
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Tract 6 Cranberry Acres Waterline Easement Exhibit

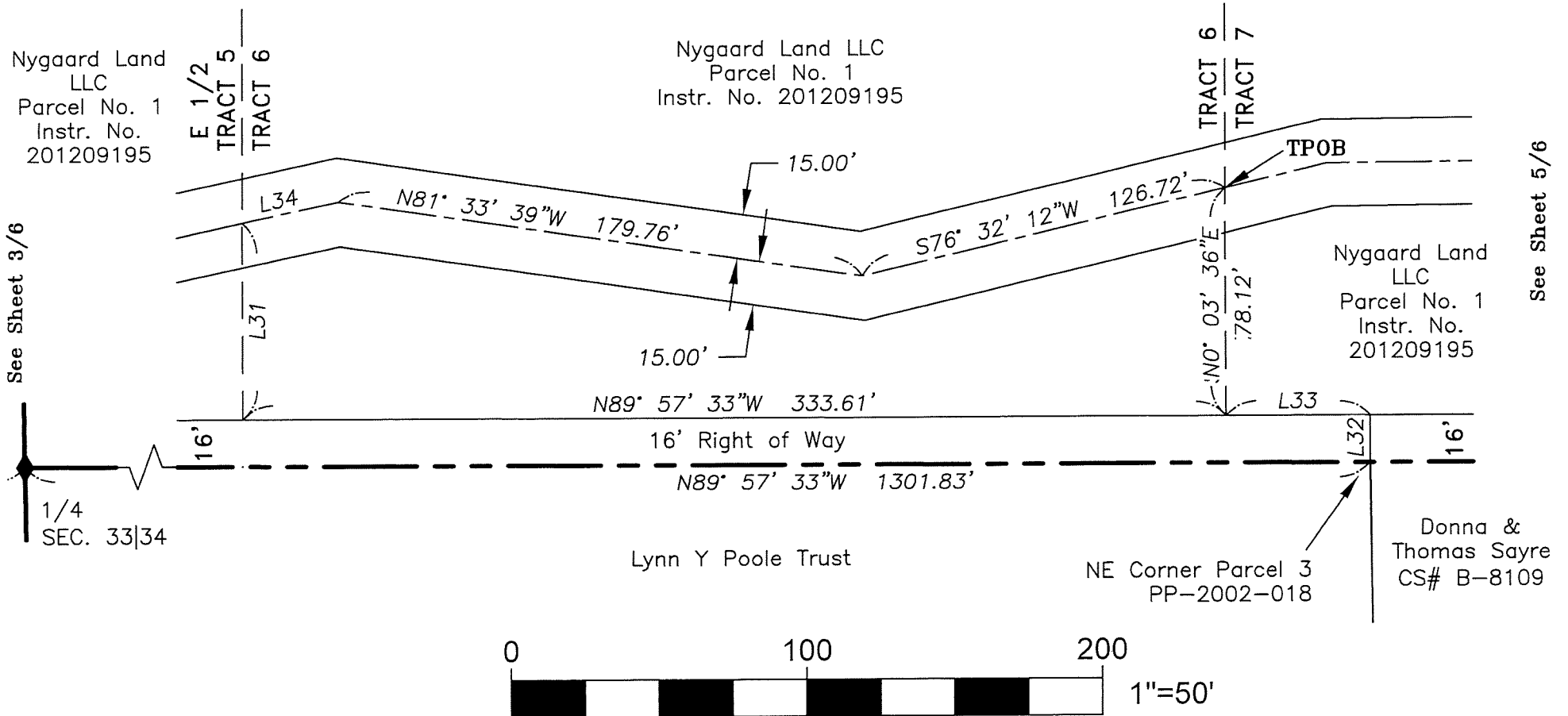
To accompany a property description and waterline easement agreement
between the City of Warrenton and Nygaard Land LLC;
Crossing Tract 6 as described in Parcel No. 1 Instrument No. 201209195
Records of the Clatsop County Clerk;
NW 1/4 Sec. 34, T8N, R10W, W.M.
County of Clatsop, State of Oregon
February 5, 2025



Sheet 4/6

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.



See Sheet 3/6

See Sheet 5/6

REGISTERED
PROFESSIONAL
LAND SURVEYOR

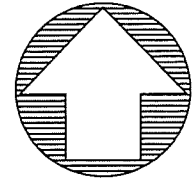
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Tract 7 Cranberry Acres Waterline Easement Exhibit

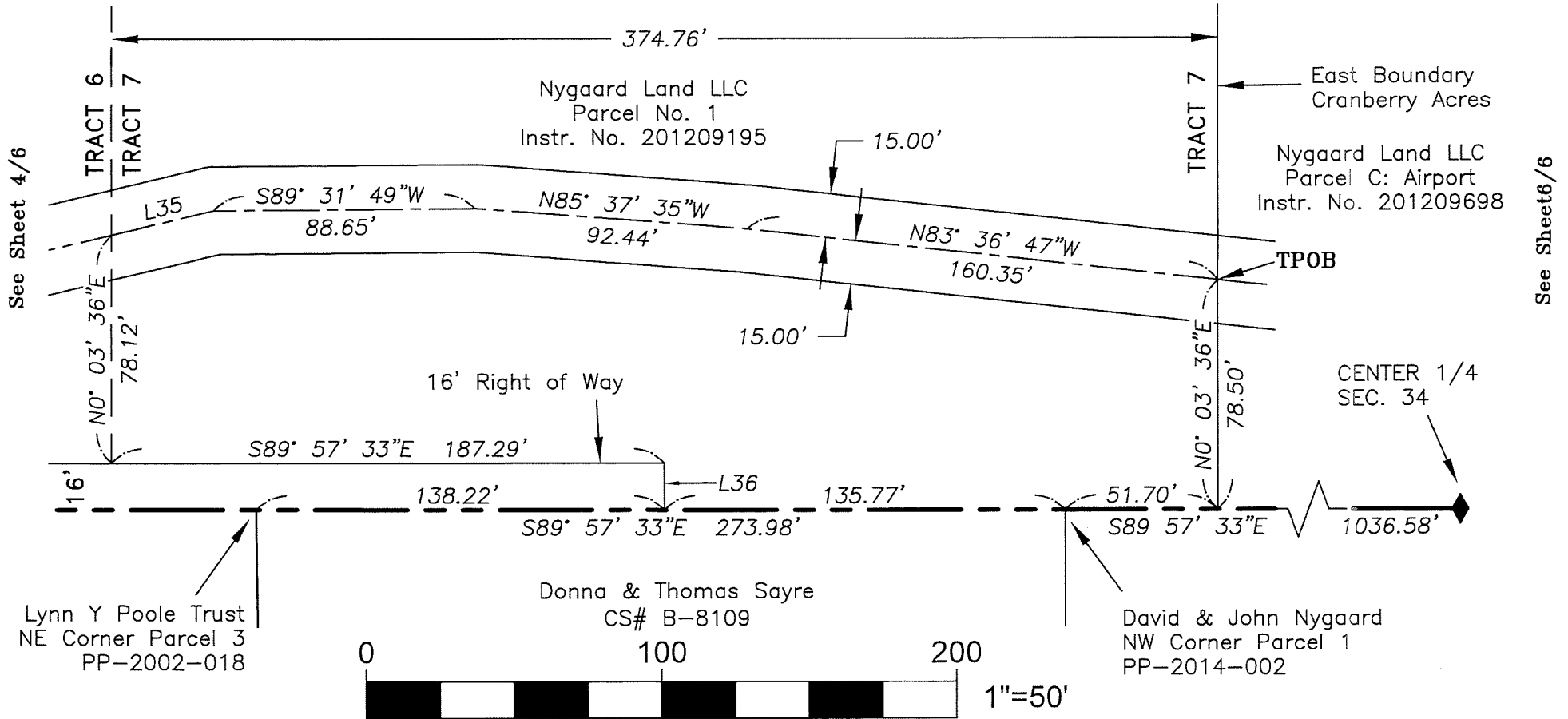
To accompany a property description and waterline easement agreement between the City of Warrenton and Nygaard Land LLC; Crossing Tract 7 as described in Parcel No. 1 Instrument No. 201209195 Records of the Clatsop County Clerk; NW 1/4 Sec. 34, T8N, R10W, W.M. County of Clatsop, State of Oregon February 5, 2025



Sheet 5/6

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

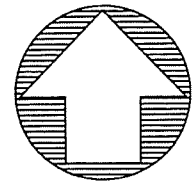
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Parcel C: (Airport) Instrument No. 201209698 Waterline Easement Exhibit

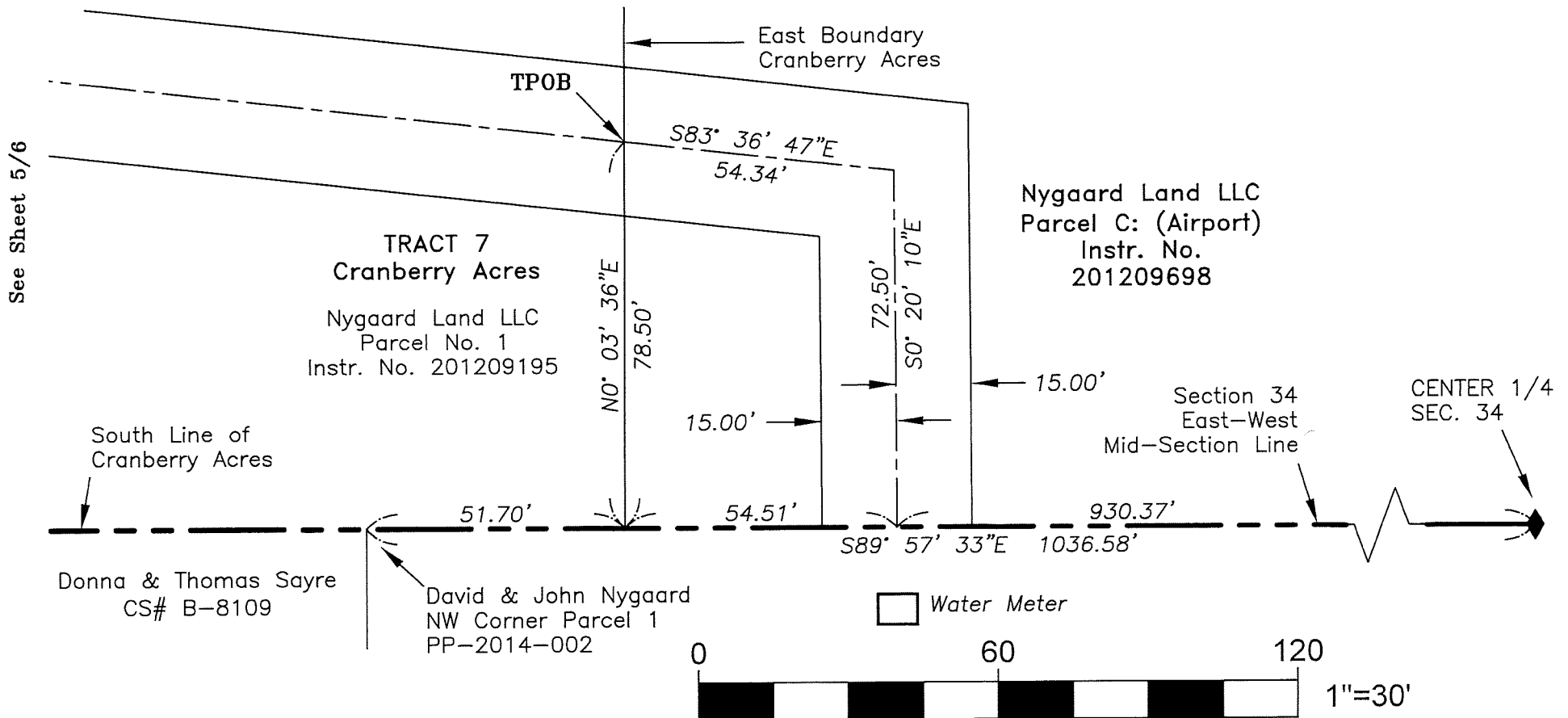
To accompany a property description and waterline easement agreement
between the City of Warrenton and Nygaard Land LLC;
Crossing Parcel C: (Airport) as described in Instrument No. 201209698,
Records of the Clatsop County Clerk;
NW & NE 1/4 Sec. 34, T8N, R10W, W.M.
County of Clatsop, State of Oregon
February 5, 2025



Sheet 6/6

Survey Narrative

The 30 foot wide easement location as shown on this exhibit is a best fit to an existing waterline constructed by Martin Nygaard coupled with a City of Warrenton engineering drawing completed by Jim Rankin of J.B. Rankin Engineering entitled: "Extension of a 4 inch Domestic Waterline for Martin Nygaard/City of Warrenton" and sealed 6/19/95.



REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

Cranberry Mainline Waterline Easement Exhibit Line Table

Line Table		
Line #	Direction	Length
L1	N0° 50' 30"W	16.00'
L2	N89° 11' 18"W	28.97'
L3	N18° 19' 40"E	15.73'
L4	S89° 11' 18"E	23.80'
L5	N85° 35' 40"E	51.56'
L6	S0° 03' 36"W	19.00'
L10	N0° 03' 36"E	16.00'
L11	N85° 35' 40"E	84.56'
L12	S0° 03' 36"W	25.56'
L13	S0° 03' 36"W	10.51'
L14	S85° 35' 40"W	16.41'
L15	S68° 49' 50"W	95.29'
L16	S69° 42' 51"W	47.10'

Line Table		
Line #	Direction	Length
L17	N78° 05' 57"W	84.29'
L18	N85° 39' 01"W	16.64'
L19	N0° 03' 36"E	44.05'
L20	N0° 03' 36"E	16.00'
L21	N0° 03' 36"E	16.00'
L23	N85° 39' 01"W	72.05'
L24	S87° 34' 57"W	94.68'
L25	N0° 03' 36"E	42.69'
L26	N0° 03' 36"E	16.00'
L27	S0° 03' 36"W	48.54'
L28	S86° 50' 22"W	80.14'
L29	S83° 04' 12"W	43.67'
L30	S77° 46' 08"W	44.14'

Line Table		
Line #	Direction	Length
L31	N0° 03' 36"E	67.70'
L32	N0° 02' 27"E	16.00'
L33	N89° 57' 33"W	49.07'
L34	S77° 46' 08"W	33.33'
L35	S76° 32' 12"W	35.55'
L36	N0° 03' 36"E	16.00'

February 12, 2025

Tract 7 - Nygaard Land LLC – Parcel No. 1 Instr. No. 201209195

8-foot-wide waterline strip easement description bounded on the north by an existing City of Warrenton waterline easement and on the south by the north line of a 16 foot public right of way Crossing Tract 7 as shown on the of Plat of Cranberry Acres, Book 7, Page 19, Maps of Clatsop County; being in the Northwest 1/4 of Section 34, Township 8 North, Range 10 West, Willamette Meridian, County of Clatsop and State of Oregon and more particularly described as follows:

Commencing at the Northeast corner of Parcel 3, Partition Plat 2002-018 as recorded in Instrument No. 200207469, Records of the Clatsop County Clerk, said corner also being a point on the Section 34 East-West mid-section line;

Thence westerly along said-mid-section line, North 89° 57' 33" West, 9.46 feet;

Thence northerly and crossing said right of way, North 0° 02' 27" East 16.00 feet to the north line thereof and the True Point of Beginning of an 8-foot-wide strip easement description, four feet on both sides of the following described line:

North 0° 02' 27" East, 71.46 feet, the sidelines of said easement extending and trimming to the adjacent bounding features.

Said Easement contains 572 square feet and 0.01 acres more or less.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: 12-31-2026

REGISTERED
PROFESSIONAL
LAND SURVEYOR

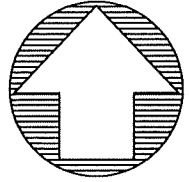
Michael Magyar

OREGON
JULY 12, 2016
MICHAEL G. MAGYAR
90788

EXPIRES: DEC. 31, 2026

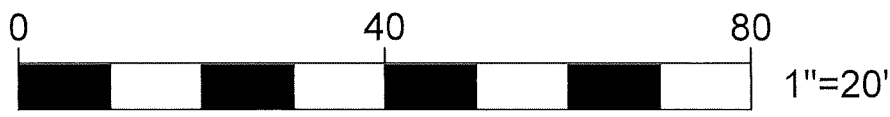
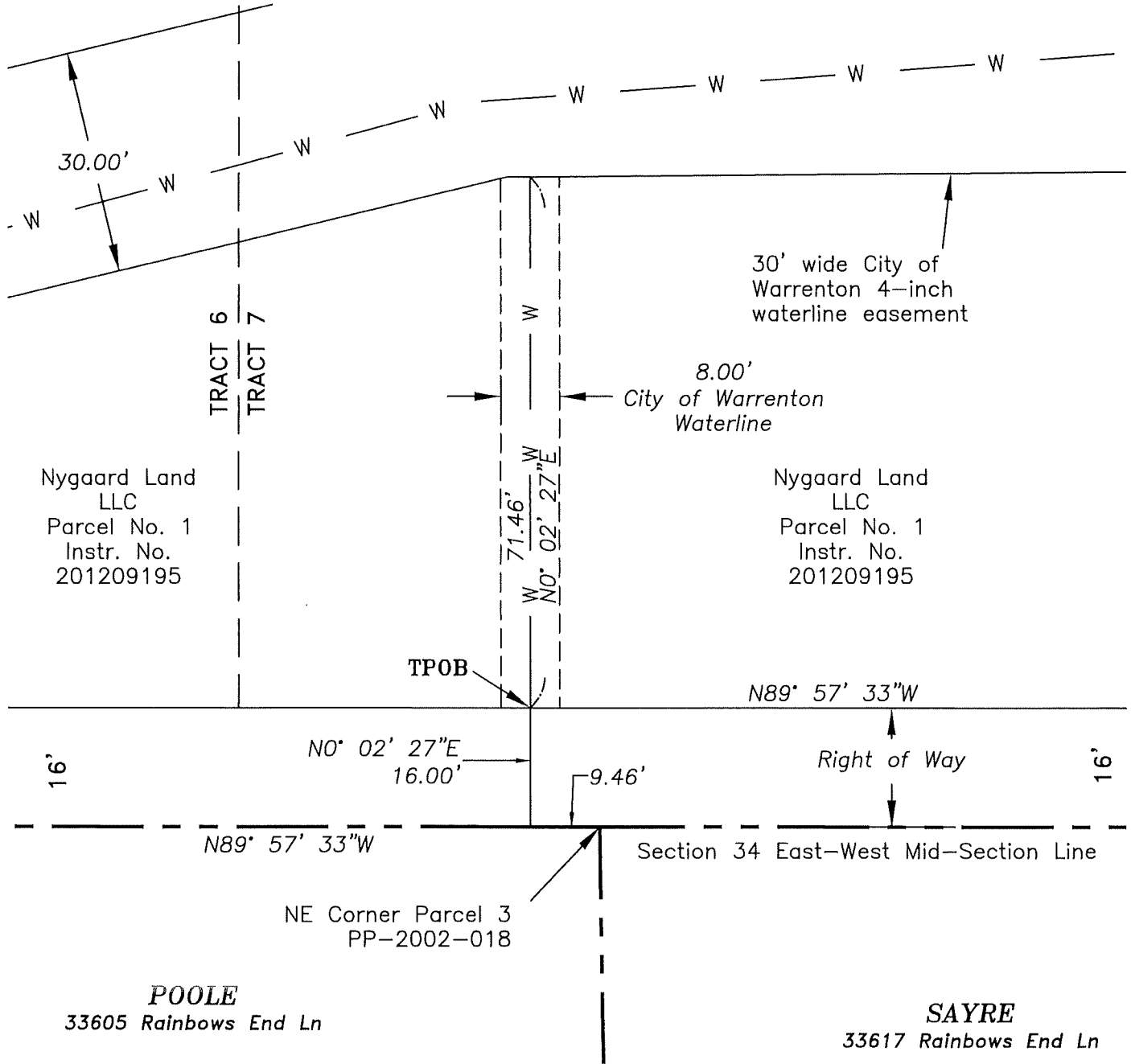
CITY OF WARRENTON WATER LINE EXHIBIT

Across Nygaard Land LLC
Tract 7, Cranberry Acres
NW 1/4 Sec. 34, T8N, R10W, W.M.
County of Clatsop, State of Oregon
February 12, 2025



Survey Narrative

The purpose of this exhibit is to show the location of a City of Warrenton municipal waterline easement crossing Tract 7 of Cranberry Acres.





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Esther Moberg, City Manager
 DATE: February 25, 2025
 SUBJ: Municipal Judge contract - standard review of contracts

SUMMARY

The City Manager typically reviews contracts and lease agreements; however the Municipal Judge contract is overseen by the City Commission. The current judge has been in place since 2021, and it is my understanding the City prefers to rotate municipal judges every 3-5 years. The contract is presented for your consideration regarding whether you would like to authorize the City Manager to do our standard rotation of municipal judges every 3-5 years. I also would like to make some recommendations for updates to the contract, including not paying the judge when they cancel court days, and also consideration of the option to hold court either once or twice a month, dependent on cases.

RECOMMENDATION/SUGGESTED MOTION

I move to authorize the City Manager to search and make recommendations for new potential candidates for the City Municipal Judge, and to make recommendations for updates to the contract terms.

ALTERNATIVE

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

FISCAL IMPACT

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

Approved by City Manager: Esther Moberg

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

MUNICIPAL JUDGE SERVICES AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of May, 2021, by and between the CITY OF WARRENTON, hereinafter referred to as "City" and Stacy C. Rodriguez, hereinafter referred to as "Judge", for the responsibilities of Municipal Court Judge in the City of Warrenton Municipal Court.

WITNESSETH:

For and in consideration of the mutual covenants and promises between the parties hereto and the payment hereinafter to be made, it is hereby agreed as follows.

SECTION A - SERVICES

Judge will perform the services of Municipal Judge for the City of Warrenton in accordance with Section 21 of the City Charter, the attached Scope of Work and Proposal.

Judge will:

- a. Exercise original and exclusive jurisdiction of all offenses defined and made punishable by ordinances of the city and of all actions brought to recover or enforce forfeitures or penalties defined or authorized by ordinances of the city.
- b. Issue process for the arrest of any person accused of an offense against the ordinances of the city.
- c. Commit any such person to jail or admit him/her to bail pending trial.
- d. Issue and compel obedience to subpoenas;
- e. Compel witnesses to appear and testify and jurors to serve in the trial of matters before the court;
- f. Punish witnesses and others for contempt of court;
- g. Issue process necessary to effectuate judgments and orders of the court;
- h. Perform other judicial and quasi-judicial functions prescribed by ordinance.

SECTION B - INDEPENDENT CONTRACTOR

In performing the duties of Municipal Court Judge, as an appointed officer under the City Charter, Judge is acting under the course and scope of the City Manager, Commissioners, and commonly known standards of the Oregon State Bar. He/she shall serve as an independent contractor and not as an employee of the CITY. The CITY shall have no right or responsibility to control or influence the manner in which he/she carries out his/her judicial responsibilities, save and except that Judge agrees to carry out his/her duties in a timely, consistent, and impartial manner.

SECTION C - HOURS OF WORK

It is recognized that the hours devoted by the Judge in the performance of his/her responsibilities may vary with the caseload of the Court. It is anticipated services will entail approximately 6 hours per month, with court being held the first and third Tuesday, and if required, trials shall be held on the 4th Tuesday of the month.

SECTION D - COMPENSATION

Judge will be paid a base amount of \$2,000 per month payable at the end of each month, for service provided in that month. Payment will be made as a contracted position with Judge to be an independent contractor at all times pursuant to this agreement and he/she shall be personally responsible for any and all taxes on his compensation and shall not be entitled to any benefits from City.

Deduction from base amount: In absence of more than one court date, payment for the cost of Judge shall be deducted from base pay.

SECTION F - TERMINATION CONDITIONS

This Agreement may be terminated by thirty (30) days written notice from either the City or Judge.

This Agreement cannot be modified without the written consent of both parties.

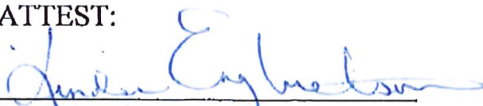
IN WITNESS WHEREOF, City has caused this Agreement to be signed and executed and Judge has signed and executed this Agreement, both in duplicate, the day and year first above written.



Municipal Court Judge



Henry A. Balensifer III, Mayor

ATTEST:


Linda Engbretson, City Manager

STACY C. RODRIGUEZ

ATTORNEY AT LAW

503.486.1960
scrlaw00@gmail.com

P.O. Box 952
Cannon Beach, Oregon 97110

April 9, 2021

Ms. Linda Engbretson
City Manager—City of Warrenton
225 S Main Avenue
Warrenton, OR 97146

Re: Proposal for Warrenton Municipal Court Judge

Dear Ms. Engbretson,

I am writing to you to express my interest in becoming Warrenton's Municipal Court Judge. Enclosed, you will find my current resume and three letters of recommendation.

As you are likely aware, I have been Warrenton's Municipal Court Prosecutor since 2011. In this position, I have become well educated on Warrenton's policies and procedures as they relate to the municipal court. I am also well versed on all of the City's ordinances and Oregon State statutes. In addition to my work as Warrenton's prosecutor, I have extensive experience as prosecutor in Cannon Beach and Manzanita.

In addition, I have held the position of Municipal Court Judge Pro Tem in the City of Seaside since 2007. This position has given me the experience of overseeing arraignments, pleas, sentencing and trials.

I believe that the most important trait of any judge, municipal or otherwise, is to ensure that the administration of justice is served in a fair and respectful manner to all involved. As a judge, it is of utmost importance to defendants, prosecutors and the City to ensure that cases are handled in a professional and expeditious manner. Ensuring that a defendant's constitutional rights are protected while concurrently making sure that the rights of Warrenton's citizens are upheld is a necessity for any judge.

As for compensation if I am accepted as Warrenton's Municipal Court Judge, I believe at flat monthly rate of \$2,000.00 per month is fair. The City's request for informal solicitation notes that this position would require up to 6 hours of time per month. However, based on my experience as Municipal Court Prosecutor in Warrenton, I believe that this number is quite low. I would anticipate the time commitment would be closer to 9-10 hours per month.

If accepted for this position, I would be available to start on June 1, 2021.

I look forward to hearing from you in the near future. If you have any questions, please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'SCR', followed by a horizontal line.

Stacy C. Rodriguez, OSB #004419
Attorney at Law

Enclosure

STACY C. RODRIGUEZ

ATTORNEY AT LAW

503.436.1960
sclaw00@gmail.com

P.O. Box 952
Cannon Beach, Oregon 97110

OBJECTIVE

To obtain the position of Warrenton Municipal Court Judge. To provide fair and competent administration of justice. Using my skills in research, communication and passion for the law to assist in the protection of the public interest.

PROFESSIONAL EXPERIENCE

STACY C. RODRIGUEZ, ATTORNEY AT LAW

November 2002-present

- Opened and independently operating private practice in Cannon Beach since 2002.
- Experience in multiple areas of law with an emphasis on criminal, juvenile and family law.
- Extensive experience in establishing and maintaining efficiency, time management, and financial responsibility.
- Extensive courtroom and trial experience in felony and misdemeanor cases.
- Developing and maintaining relationships in order to better serve my clients.

SEASIDE MUNICIPAL COURT JUDGE, PRO TEM

April 2007-present

- Knowledgeable of municipal court procedure.
- Up to date on Seaside Municipal Code and Oregon statutes.
- Work with court staff to efficiently handle a variety of cases.
- Perform judicial functions such as arraignments, pleas, sentencing and trials.

CITY OF CANNON BEACH MUNICIPAL COURT PROSECUTOR

June 2009-2019

- Gained knowledge of municipal court procedure. Stay
- Stayed up to date on the City Ordinances and Oregon statutes.
- Maintained regular communication with court staff to ensure that all matters are resolved in an expeditious and competent manner.
- Worked with law enforcement, judge and court staff to review and update policy and procedures.

CITY OF WARRENTON MUNICIPAL COURT PROSECUTOR

November 2011-present

- Knowledgeable of municipal court procedure.

- Up to date on Warrenton City Ordinances and Oregon statutes.
- Regular communication with court staff to ensure that all matters are resolved in an expeditious and competent manner.
- Regular contact with defense attorneys to discuss and resolve cases if possible.

CITY OF MANZANITA MUNICIPAL COURT PROSECUTOR

November 2011-present

- Gained knowledge of municipal court procedure. Stay
- Stayed up to date on the City Ordinances and Oregon statutes.
- Maintained regular communication with court staff to ensure that all matters are resolved in an expeditious and competent manner.
- Worked with law enforcement, judge and court staff to review and update policy and procedures.

METROPOLITAN PUBLIC DEFENDERS, INC.

Staff Attorney, August 2000-August 2002

Certified Law Student, May 1999-July 2000

- Gained extensive courtroom and trial experience in providing legal representation to indigent clients.
- Represented clients on felony and misdemeanor crimes.
- Developed relationships with clients in order to serve their best interests.
- Worked in an office that focused on the team concept of work.

LEWIS AND CLARK LEGAL CLINIC

Legal Intern, January 1999-May 1999

- Developed practical skills and knowledge in a wide array of legal situations.

EDUCATION

NORTHWESTERN SCHOOL OF LAW OF LEWIS AND CLARK COLLEGE

Juris Doctor, May 27, 2000

- Northwestern Environmental Defense Counsel, Member
- Public Interest Law Project, Member
- Pro-Bono Honors Program

UNIVERSITY OF CALIFORNIA, SAN DIEGO

Bachelor of Arts, June 1995

- Major in Political Science
- Minor in Environmental Studies
- Academic Honor Role

PROFESSIONAL LICENSES AND ORGANIZATIONS

Oregon State Bar, Member

California State Bar, Member

Federal Bar, Member
Oregon Criminal Defense Lawyers Association, Member
Oregon State Bar, Family Law Section, Member
Oregon State Bar, Juvenile Law Section, Member

SKILLS

Experience with Oregon eCourt Case Information (OEI), Law Enforcement Data System (LEDS), Computer Skills—Word, Word Perfect, Excel, Adobe
Research Skills, Excellent Communication Skills

REFERENCES

References are being provided separately by letter.

Mari Garric Trevino
Circuit Judge



Jonathan R. Hill
Circuit Judge

CIRCUIT COURT OF THE STATE OF OREGON
FOR THE COUNTY OF TILLAMOOK
Tillamook County Courthouse
201 Laurel Avenue
Tillamook, OR 97141
Trial Court Administrator (503) 842-2596 Ext. 2124
Calendaring (503) 842-2596 Ext. 2110
Facsimile (503) 842-2597

April 6, 2021

Linda Engebretson
City Manager
City of Warrenton
225 S Main Ave
Warrenton, OR 97146

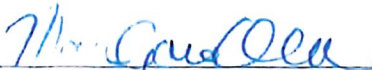
Re: Letter of Recommendation for Stacy Rodriguez

Dear Ms. Engebretson:

The purpose of this letter is to provide a letter of recommendation for Stacy Rodriguez for the position of Warrenton Municipal Court Judge. I unreservedly support her appointment to this position.

I have had the privilege of knowing Ms. Rodriguez for more than a decade. I first met her when we practiced together as attorneys doing juvenile and criminal law and later as an attorney when I was appointed to the bench in 2007. She is my "go-to" attorney on juvenile law cases because she does such a fantastic job representing her clients and I know I can always count on her professionalism and knowledge of the law. Ms. Rodriguez is hardworking, intelligent and ethical. She is even-keeled, patient and open-minded. She does not pre-judge people or situations, but waits to hear the whole story. In addition, Ms. Rodriguez is highly experienced in the area of municipal law based upon her work as a prosecutor in multiple municipalities and as a pro-tem judge. I have no doubt she would be an excellent judge for the City of Warrenton as well.

If you have any specific questions or concerns, please contact me through my judicial assistance Laura at (503) 842-2596 or my email at Mari.trevino@ojd.state.or.us.



Mari Garric Trevino
Presiding Judge
Tillamook Circuit Court



ARLO VARRI
ATTORNEY AT LAW

April 8, 2021

RE : Stacy Rodriguez Recommendation Letter

Dear Ms. Engebretson,

I have been acquainted with Ms. Rodriguez since approximately 2007 as part of my practice in Tillamook County. We have had regular weekly contact on cases where we worked together and on opposite sides of various issues. Ms. Rodriguez has always been highly professional, honest, and very diligent in her work. She is able to take a balanced approach to situations and I believe she will be a devoted and effective Municipal Court Judge. Feel free to call anytime with questions or concerns about Ms. Rodriguez.

Sincerely,

A handwritten signature in black ink, appearing to read 'Arlo Varri'.

Arlo Varri
Attorney at Law

P.O. Box 80793 • PORTLAND, OREGON 97280
PHONE 503 997 9443 • FAX 503 433 1010

April 8, 2021

Linda Engebretson
City of Warranton

Dear Ms. Engebretson,

It is my pleasure to write a letter recommending Stacy Rodriguez be considered as the Municipal Court Judge for the City of Warranton. I have known Stacy since approximately 1999. And other than her refusal to age, I have only wonderful things to say about Stacy.

Stacy and I met originally when we were young public defenders in Portland. While we were not in the same office, we were often in court together, and our two offices were often social together as well. Stacy became a fast friend, as well as a smart colleague that I enjoyed working with. Her calm, sense of humor, understanding of the law and easy demeanor with all kinds of people led her to an outstanding reputation in and around Multnomah County. At some point, Stacy moved, and we fell out of contact. I eventually switched to the Oregon Department of Justice, leaving defense work behind. About ten years ago, I was assigned as the AAG for Tillamook county in Juvenile Dependency matters. Imagine my delight when I walked into court and discovered my old friend Stacy Huffman was the Stacy Rodriguez on so many of my cases! It was a cheerful reunion.

Since that time, I have had to learn to work with Stacy as a sometimes ally, and sometimes opposition counsel. All of the things that so impressed me as a colleague have continued to impress me as opposing counsel. Stacy continues to be smart, fair, know the law, have a calm demeanor and a great sense of humor. She is a delight to work with, even when we are butting heads. She cares deeply about her clients, and advocates zealously, as she is required to do. But she also spends time trying to assist them in ways outside of her job description to make their lives better. Stacy understands access to justice issues, and is very compassionate to the people appearing in court. She has the temperament, the understanding of the law and the wisdom to make a fine Judge. Warranton would be lucky to have her.

It is with no reservations, but absolute pleasure, that I recommend Stacy Rodriguez to you as the new Warranton Municipal Court Judge position. Please feel free to contact me with any questions or if I can supply any additional information. Thanks so much.

Dana M. Forman