



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
September 24, 2019 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. CONSENT CALENDAR

- A. City Commission Work Session Minutes – 9.10.19
- B. City Commission Meeting Minutes – 9.10.19
- C. Community Library Board Meeting Minutes – 3.08.19
- D. Community Library Board Meeting Minutes – 06.14.19
- E. Police Department Monthly Statistics – August 2019

4. COMMISSIONER REPORTS

5. PUBLIC COMMENT

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. PUBLIC HEARINGS

- A. Urban Renewal Plan Amendment; Final Plan and Report

7. BUSINESS ITEMS

- A. Consideration of Pacific Seafoods Dormitory Good Neighbor Agreement

- B. Consideration of DLCDC Grant – Economic Development Strategy
- C. Consideration of Request for Approval of Amplified Sound – Fall Festival
- D. Consideration of Hammond Marina Dredge Contract Award

8. **DISCUSSION ITEMS**

- A. Warrenton Visitor Center

9. **GOOD OF THE ORDER**

10. **ADJOURNMENT**

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

MINUTES
Warrenton City Commission
Work Session – September 10, 2019
5:30 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the work session to order at 5:32 p.m.

City Commissioners Present: Mayor Balensifer, Rick Newton, Pam Ackley, Mark Baldwin, and Tom Dyer

Staff Present: City Manager Linda Engbretson, Finance Director April Clark, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, and City Recorder Dawne Shaw

Public Works Director, Collin Stelzig, discussed the SE 9th Street Local Improvement District (LID). He presented the Power Point Presentation and provided copies outlining the suggested LID. Mr. Stelzig explained the LID process and the remonstrance agreements. He continued to explain the areas for the proposed improvements, noting the city will do the work and the LID would reimburse the city over time. Mr. Stelzig asked the commission for direction. Discussion continued. Mr. Tom Tussing, land owner, noted his concerns. Conversation continued. Mayor Balensifer noted the need for modifiers; the use of the structure and what kind of use is going to be applied. Discussion continued.

Mayor Balensifer stated in terms of financing for this specific project he proposes case by case. Conversation continued.

Commissioner Baldwin asked if it would make sense to lump smaller projects together, to bring project costs down? Mr. Stelzig stated although there are draw backs to lumping projects together it is a possibility; bigger projects typically bring in more bids. Mr. Stelzig stated that staff will look at this internally and evaluate the options for dividing the cost among the property owners and then go through the appropriate process to move forward.

Mayor Balensifer noted the property owners in the audience; he asked if anyone wished to speak. Mr. Tussing noted concerns about moving the fire hydrant, which is currently in the way of the proposed sidewalk. He does not want to have to pay to move the hydrant. Conversation continued. Mayor Balensifer noted once we get the proposed design, we can further discuss the fire hydrant details. Mr. Tussing noted \$15,000 is easier to come up with than \$86,000. Ms. Brandy Gregg, owner of Bay Breeze Kennels, stated that for a small business owner there are many increased costs to run a business. When costs go up its very hard to keep the business going. Both owners noted costs above \$15,000 would create a hardship.

There being no further business, Mayor Balensifer adjourned the work session at 5:56 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

DRAFT

MINUTES
Warrenton City Commission
Regular Meeting – September 10, 2019
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:03 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Rick Newton, Tom Dyer, Pam Ackley, and Mark Baldwin

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, Finance Director April Clark, and City Recorder Dawne Shaw

Mayor Balensifer noted a change to the agenda, moving item 7-B to item 6-A under Public Hearings; there were no objections.

CONSENT CALENDAR

- A. City Commission Work Session Minutes – 8.27.19
- B. City Commission Meeting Minutes – 8.27.19
- C. Monthly Finance Report – June 2019
- D. Monthly Finance Report – July 2019

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

Newton – aye; Balensifer – aye; Dyer – aye; Ackley – aye; Baldwin – aye

Chief Workman explained the hiring process of onboarding new police officers. He called up the newly hired Police Officers; Dylan McCoy and Madysen Hanna. He gave a brief background history for each of the officers. Officer Hanna's brother, Mason, pinned on her badge. Sergeant Pierce pinned the badge on Officer McCoy. Mayor Balensifer proceeded to administer the oath of office for both officers.

Mayor Balensifer recognized Representative Tiffany Mitchell; she gave brief comments.

Maritza Romero, Lower Columbia Hispanic Council interim executive director, gave a few comments regarding Hispanic Heritage Month. After reading the Proclamation, Mayor Balensifer declared September 15 – October 15, 2019 as National Hispanic Heritage Month in the City of Warrenton.

COMMISSIONER REPORTS

Commissioner Newton noted he attended the safety fair at Walmart, he went to the volunteer event at the Warrenton Library, and also attended the CEDR event in Seaside; he briefly reported on the three events. He noted the remodel of the Seaside convention center will be completed on time and under budget. He also noted the past due accounts at the marina in the amount of \$15,048.00.

Commissioner Dyer welcomed everyone and asked everyone to keep the new officers in their thoughts and prayers.

Commissioner Ackley gave brief comments on fishing. She thanked everyone for all the hard work that went into transferring the Hammond Marina.

Commissioner Baldwin concurred with Commissioner Ackley on the Hammond Marina. He thanked staff and everyone that was involved in the Resource Event at the high school football game. He reported on the Elks Meeting.

City Manager, Linda Engbretson, noted the city is actively planning the transfer ceremony of the Hammond Marina and briefly reported some details of the event. She reported she and Mr. Cronin attended the Resource Event at the high school. Ms. Engbretson introduced the new RARE Participant Morgan Murray.

Ms. Murray briefly explained the RARE program and the focus of her work while she is with the City of Warrenton.

Mayor Balensifer noted there is a lot of exciting things that will be happening. He echoed the comments Ms. Engbretson made on the Hammond Marina Transfer Ceremony. He also noted that the Warrenton Library's Online Catalog will be shut down temporarily to merge catalogs with the other libraries from September 15-16. He noted the National Guard will be conducting night training September 10- 12; you might hear jet blasts. He continued to state he had a great meeting with Senator Merkley; Mr. Stelzig was also in attendance. They discussed storm water infrastructure projects and noted he thinks there are some exciting possibilities that are outside the box on getting infrastructure built and dealt with.

PUBLIC COMMENT – Mr. Travis Wiechal owner of Cab Co., 238 S. Main; noted he has been cited for junk vehicles. He stated he has been working on cleaning up and needs to know what the City of Warrenton's expectations are. Mayor Balensifer explained the process leading up to the current point and noted the property has not come to the Warrenton City Commission for determination yet so it is still at the staff level. A brief conversation continued. Ms. Engbretson stated she will follow up on the matter with the City Development Director. Mr. Wiechal expressed his displeasure with how city staff has handled the matter. Commissioner Dyer stated that the owners had cut the grass without having anyone give direction.

PUBLIC HEARING

Mayor Balensifer opened the Public Hearing on Resolution No. 2549; Approving and Adopting a Supplemental Budget by Making Appropriations for Municipal Purposes of the City of Warrenton for

the fiscal year commencing July 1, 2019 and ending June 30, 2020. Formalities followed and no conflict of interest was reported. Finance Director, April Clark, presented her staff report. Mayor Balensifer asked for public comment. No one spoke in favor or opposition. There being no further comments, Mayor Balensifer closed the public hearing.

Commissioner Newton made the motion to approve Resolution No. 2549; Approving and Adopting a Supplemental Budget by Making Appropriations for Municipal Purposes of the City of Warrenton for the fiscal year commencing July 1, 2019 and ending June 30, 2020. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Ackley – aye; Baldwin – aye

BUSINESS ITEMS

City Manager, Linda Engbretson, presented information on the Intergovernmental Agreement (IGA) between the City of Warrenton and ODOT. She explained that the city currently does not own the area now known as "Post Office Park." The current situation is that if we want to do a ceremony, put in benches, or make changes to the area ODOT has to give the city permission. ODOT owns a large portion of the park, so we have been working on a jurisdictional transfer, however a jurisdictional transfer would give the adjoining property owners the rights to the land- not the city. The cleanest way to gain rights to the property would be to enter into an IGA. She continued to explain how the IGA would work. The IGA will effectively allow the City to make improvements to the area without ODOT permission. ODOT will be responsible for the intersection and the City will be responsible for the park property. ODOT would renew the IGA after 10 years.

Commissioner Dyer made the motion to authorize the Mayor's signature on the IGA, upon final approval by legal counsel. Motion was seconded and passed unanimously.

Newton – aye; Balensifer – aye; Dyer – aye; Ackley – aye; Baldwin – aye

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Newton noted he went to the meeting in Cannon Beach on Emergency Prep and got info on getting medications during an emergency. He noted he will be distributing invites to a Kiwanis event. He also gave comments on illnesses caused by vaping.

Mayor Balensifer asked about the right of way for the Cowan Bus Stop. Mr. Stelzig clarified the codes in place, and the fees for Right of Way Permit.

Mayor Balensifer noted someone ripped out a bus stop; parents were upset. There is a group that wants to put the bus stop back in place. He was thinking that when the work plan allows for it, the city could establish a consistent building plan for bus stops. He suggested an idea for future consideration to have a competition for prettiest bus stop. Brief discussion continued. Ms. Engbretson suggested using staff discretion on bus stops; giving authority for Right-To-Occupy and Right-Of-Way Permits. Mayor Balensifer is in agreement; commission was in consensus.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:47 p.m.

MINUTES

Warrenton City Commission

Regular Meeting – 9.10.19

Page: 3

Respectfully submitted by Lindsay Duarte, Deputy City Recorder

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

DRAFT

3.C

WARRENTON COMMUNITY LIBRARY ADVISORY BOARD - 03.08.2019 MEETING MINUTES

The Warrenton Community Library Board met on March 8, 2019 in the Warrenton City Hall Commission chambers. The meeting was called to order at 5:31 p.m. by Chairwoman Kelsey Balensifer.

Also in attendance were board members Natalie Duggan, Dawn DeLacey, Rochelle Coulombe and Eileen Purcell. Rebecca Herren and Baret Becker were unable to attend. Site Manager Nettie-Lee Calog was at the meeting as was City Commissioner Rick Newton. No guests attended.

Kelsey asked for a motion to approve the WCL Advisory Board's regular meeting minutes from December 14, 2018. Two small changes were requested. Dawn moved to approve and Natalie seconded. All approved.

Nettie presented the site manager report. The Project Librarian, Michelle Lenox, has concluded her work with the WCL and Nettie delivered her report, too. The State Library grant has allowed a lot of good work to proceed, most significantly the library website (warrentonlibrary.org) is now functional and patrons can check out books from home and download books on Kindle. The vast majority of the cataloguing is finished, Library to Go is functioning, as is the GALE database. 10,000+ items have been catalogued. There are 1,345 adult borrowers, and 26 ROCC cards have been registered. Patrons now receive email reminders when materials are due. Automation brings many benefits to efficiency and communication. There are trainings for volunteers and staff scheduled for April on the new system.

Laura Lattig is the new Children's Librarian. With assistance from Rochelle, she is writing grants and have the Summer Reading Program planned. They applied to the Ezra Jack Keats Foundation to purchase books.

The library will be contracting with Orbis-Cascade to run the share deliveries between Warrenton, Astoria and Seaside twice a week. There is a brisk exchange already happening. Nettie is working on the budget and anticipates the cost to WCL will be about \$4,000 per year. Right now each librarian is taking turns to run the exchange service.

Items for discussion

Commissioner Newton mentioned the favorable article in the Columbia Press and the Dolly Parton Imagination Library which sends a monthly book to kids under five. The kick-off party for the Summer Reading Program, themed "A Universe of Stories," is Saturday, June 8. Newton proposed starting at the city park with a bike-decorating activity, and then heading over to the library parking lot for games. Twister and a piece of Astroturf to put it on were discussed and soluble chalk to use on the lot. Nettie said there may not be enough manpower to pull this all off and wondered if the WHS Key Club might send volunteers.

The Warrenton Commissioners are working actively to find Nettie's replacement. City Manager Linda Engbretson is in charge of the search and hiring committee. They also are seeking a fix to the need for a storage shed at the library. The school district has to approve any addition to the existing structure. Purchasing a stand-alone shed runs about \$2,000. Newton suggested picking up the old shed and painting it to look like a school house as a cheaper alternative.

He also changed some light bulbs, looked to change out some lamps and put up a door. He presented several ideas to improve the signage, create interior murals, perhaps through calls

for artist submissions, and fundraising to pay for the winner's work. Newton discussed the need for exterior signage and public artwork to spruce up the site, costs ranging from an estimated \$300 to \$500 for cedar planks and \$650 to \$2,000 for metal sculptures. All this ties in to the RDI economic roadmap/downtown development. Perhaps some of the rhododendrons could be uprooted and sent to Light House Park. The OCF yearly dispersal calls for 40% spent on building improvement and perhaps used to fund some of these improvements.

There was no public comment.

Our next meeting is Friday, June 14, 2019 in the City Commission Chambers at 8 a.m. This is a change from the originally planned 5:30 start time. The dates for the remaining 2019 meetings are:

- Friday, September 13 at 5:30 p.m.
- Friday, December 13 at 5:30 p.m.

The meeting was adjourned at 6:16 p.m.

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

3.D

WARRENTON COMMUNITY LIBRARY ADVISORY BOARD - 06.14.2019 MEETING MINUTES

The Warrenton Community Library Board met on June 14, 2019, in the Warrenton City Hall Commission chambers. The meeting was called to order at 8:03 a.m. by Chairwoman Kelsey Balensifer.

Also in attendance were board members Rochelle Coulombe, Rebecca Herren, Dawn DeLacey and Eileen Purcell. Natalie Duggan and Baret Becker were unable to attend. Site Manager Nettie-Lee Calog and Warrenton City Commissioner Rick Newton were also at the meeting.

With the correction of the spelling of Rebecca's last name, Dawn moved to approve the minutes from the WCL Advisory Board's regular meeting on March 8, 2019. Rebecca seconded and all approved.

Nettie delivered the site manager report. In April, the librarians from all three public libraries in Clatsop County were interviewed on Talk of Our Town about ROCC Little Free Library Auction, which was held April 14. It was successful. There is a Go Fund Me effort underway to raise \$25,000 to create a fund at OCF, the interest of which will pay for ROCC cards in the future. Nettie attended an OLA/WLA Conference in Vancouver, WA. As a result, she began to develop a diversity collection for YA and middle school students.

The budget was finalized in May. The Human Bean held a donation day for the WCL on May 31 and presented a check for \$215 at the Summer Reading Kick-Off Party on June 8. About 40 kids have signed up so far. The new library sign was unveiled the same day, carved by Dennis Thomas from cedar boards that Rick donated. Rick also hung it on the front of the building.

There is a puppet theater scheduled for June 20 and a reptile presentation on June 27.

Nettie is writing an expanded job description for The Easter Seals position. Nettie's replacement committee has begun to form with Linda Engbretson, Esther Moberg and Jimmy Pearson on board. Kelsey suggested Rochelle join the hiring committee, due to her extensive volunteering at the library and familiarity with the system, but she declined. Dawn moved to nominate Kelsey and Eileen seconded. With Kelsey's agreement, the board voted to have her participate on the hiring committee. The library director position has not yet been posted.

There are two cataloguing stations now and Nettie said she could use another volunteer to help. There are two long-term and dedicated volunteers leaving after many years of service. Judy and Gary have made invaluable contributions. Thanking them with cards, and/or a letter to editor were suggested.

Public comment: Rick said that Warrenton Healthy Kids will allow the library to use its 501c3 status to apply for grants. People can also donate funds through the city and use them as a write-off on their taxes. Nettie suggested a board member from Warrenton Healthy Kids come to one of our meetings. Rick is also working on the stainless steel sculptures for the library, which will cost about \$3,000. Rick is working on moving the storage shed.

Our next meeting is Friday, September 13, 2019 at 5:30 p.m.

The December meeting is scheduled for 12/13/19 at 5:30 p.m.

The meeting was adjourned at 8:52 a.m.

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



WARRENTON POLICE DEPARTMENT
AUGUST 2019 STATISTICS
 SEPTEMBER 24, 2019



August Statistics (% changes are compared to 2018)							
Category	2019	2018	% Chg	2017	% Chg	2016	% Chg
Calls for Service	1031	1015	2%	770	34%	690	49%
Incident Reports	211	267	-21%	165	28%	146	45%
Arrests/Citations	176	176	0%	118	49%	63	179%
Traffic Events	270	319	-15%	254	6%	158	71%
DUII Calls	3	3	0%	4	-25%	1	200%
Traffic Accidents	30	28	7%	16	88%	23	30%
Property Crimes	133	120	11%	77	73%	78	71%
Disturbances	130	103	26%	79	65%	76	71%
Drug/Narcotics Calls	5	9	-44%	6	-17%	5	0%
Animal Complaints	46	29	59%	43	7%	40	15%
Officer O.T.	171.73	160.25	7%	143	20%	137	25%
Reserve Hours	40.75	37.5	9%	16	155%	35	16%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	727	643	700	717	781	693	875	1031	
Incident Reports	210	157	194	198	223	189	218	211	
Arrests/Citations	210	171	200	153	191	165	213	176	
Traffic Events	254	236	233	218	251	182	211	270	
DUII Calls	6	2	8	5	8	1	3	3	
Traffic Accidents	25	15	9	25	18	16	41	30	
Property Crimes	116	89	104	92	99	99	124	133	
Disturbances	71	60	66	70	86	98	121	130	
Drug/Narcotics Calls	13	10	8	4	8	9	4	5	
Animal Complaints	22	15	26	26	32	31	39	46	
Officer O.T.	93.73	106.49	86.45	107.15	116.98	192.9	174.48	171.73	
Reserve Hours	37.5	25.5	26.5	27	8.5	27.5	15	40.75	

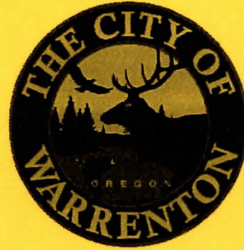
Oct	Nov	Dec	2019 YTD	2019 Estimate	2018	2019 v 2018	2017	2019 v. 2017	2016	2019 v. 2016
			6167	9251	9332	-1%	7538	23%	7689	20%
			1600	2400	2551	-6%	2028	18%	1749	37%
			1479	2219	1731	28%	1098	102%	925	140%
			1855	2783	3101	-10%	2094	33%	2353	18%
			36	54	55	-2%	52	4%	15	260%
			179	269	271	-1%	226	19%	291	-8%
			856	1284	1187	8%	902	42%	805	60%
			702	1053	953	10%	778	35%	781	35%
			61	92	108	-15%	79	16%	42	118%
			237	356	325	9%	301	18%	311	14%
			1049.91	1575	1731.68	-9%	2400.25	-34%	1249	26%
			208.25	312	359.5	-13%	290	8%	901.75	-65%

The following is a graphic representation of statistics for August 2019 using our [CrimeReports.com](https://www.crimereports.com) membership. If you go to the website you can zoom in on each incident for more details.

- Violent**
 - Assault
 - Assault with Deadly Weapon
 - Homicide
 - Kidnapping
 - Robbery
 - Other Sexual Offense
 - Sexual Assault
 - Sexual Offense
- Property**
 - Breaking & Entering
 - Property Crime
 - Property Crime Commercial
 - Property Crime Residential
 - Theft
 - Theft from Vehicle
 - Theft of Vehicle
- Quality Of Life**
 - Disorder
 - Quality of Life
 - Drugs
 - Liquor
- 911 & Other**
 - Alarm
 - Arson
 - Death
 - Family Offense
 - Missing Person
 - Other
 - Pedestrian Stop
 - Vehicle Recovery
- Vehicle Stop
- Weapons Offense
- Community Policing
- Proactive Policing
- Emergency
- Fire
- Traffic

Incident trends





WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: MICHAEL ROBINSON

ADDRESS: 1211 SW 5th AVE, SUITE 1900 PORTLAND OR 97204

EMAIL: MROBINSON@SCHWABE.COM

DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) 7.A

BRIEFLY DESCRIBE YOUR TOPIC: ON BEHALF OF PACIFIC SEAFOOD

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



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Gerald Poe

ADDRESS: 959 5th AVE Hammond OR

EMAIL: _____

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

BRIEFLY DESCRIBE YOUR TOPIC: Dredging Hammond Marina

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



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Dixie Davalby

ADDRESS: Hammond

EMAIL: toddix@charter.net

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

BRIEFLY DESCRIBE YOUR TOPIC: _____

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Development Director
DATE: For the Agenda of September 24, 2019
SUBJ: **Public Hearing - URA Substantial Amendment | Final Plan & Report**

The Warrenton Urban Renewal Agency directed staff to initiate a substantial amendment to the original URA Plan that was established in 2007. The amendment will provide an additional \$4.8 million in tax increment financing resources over the life of the urban renewal area (URA). As part of the plan amendment process required under ORS 457, staff has engaged the Warrenton School District and Clatsop County to achieve "concurrence" before adoption by the City Commission as the third and final taxing jurisdiction. The Final Plan & Report is a requirement of ORS 457 and effectively replaces the original URA Plan (enclosed).

Staff hosted an open house on August 8 prior to the regular Planning Commission meeting. The Planning Commission reviewed and concurred that the Plan is consistent with the Comprehensive Plan. On September 12, the Warrenton School District Board voted to approve the URA amendment. In early August, notices for the hearing were mailed through the utility bills. The City Commission is expected to hold a hearing only. A first reading of an ordinance is recommended on October 8. On September 25, Clatsop County is expected vote on the resolution.

RECOMMENDATION/SUGGESTED MOTION

Based on the URA Plan & Report, community feedback, and support from local taxing jurisdictions, I move to authorize a resolution to adopt the URA Substantial Amendment.

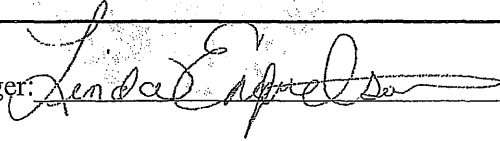
ALTERNATIVE

None recommended

FISCAL IMPACT

It is expected budgeted funds will be expended to meet WURA goals for primarily downtown revitalization.

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Linda E. Spalding", is written over a horizontal line. The signature is contained within a rectangular box.

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

CITY OF WARRENTON, OREGON

Resolution No. 2550

**A RESOLUTION TO CONCUR WITH THE WARRENTON URBAN RENEWAL PLAN
AMENDMENT**

WHEREAS, The Warrenton Urban Renewal Plan (Plan) was duly adopted and approved by the Warrenton City Commission on August 28, 2007 by Ordinance No. 1112-A; and,

WHEREAS, The Warrenton Urban Renewal Agency (Agency) proposes an amendment to the Plan to identify new projects, make changes to the Plan to address the new projects, and increase the maximum indebtedness by \$4,800,218; and,

WHEREAS, The Agency pursuant to requirements of ORS Chapter 457 has caused preparation of an Amendment to the Plan, called the Amended and Restated Warrenton Urban Renewal Plan (Amendment) Attached hereto as Exhibit A; and,

WHEREAS, The Amendment is accompanied by a Report as required under ORS 457.085(3), Attached hereto as Exhibit B; and,

WHEREAS, Pursuant to ORS 457.470(3) the Amendment causes revenue sharing to be a factor in division of taxes and revenue sharing is expected to commence in FY 2020/21; and,

WHEREAS, Pursuant to ORS 457.220(4) and ORS 457.220(5), the Amendment to increase maximum indebtedness requires concurrence by the overlapping taxing districts as the increase in maximum indebtedness is greater than 20% of the original maximum indebtedness as adjusted by inflation; and

WHEREAS, Concurrence is the approval of taxing districts representing 75% of the permanent rate levies; and

WHEREAS, The Warrenton Urban Renewal Agency is seeking the approval of the City of Warrenton; and

NOW THEREFORE, BE IT RESOLVED by the City Commission for the City of Warrenton that:

Section 1. By enactment of this resolution, the City of Warrenton concurs with the maximum indebtedness increase of \$4,800,218.

Section 3. This resolution takes effect upon its adoption.

PASSED AND APPROVED this ___ day of ___ 2019

City of Warrenton

ATTEST:

Attachments:

Exhibit A: Amended and Restated Warrenton Urban Renewal Plan

Exhibit B: Report on the Warrenton Urban Renewal Plan

Report Accompanying the 2019 Warrenton Urban Renewal Plan Amendment

Adopted by the City of Warrenton

October 8, 2019

Warrenton Urban Renewal District



LIST OF PARTICIPANTS

Mayor

Henry Balensifer III

City Commission

Pam Ackley, Position No. 1

Mark Baldwin, Position No. 2

Tom M. Dyer, Position No. 3

Rick Newton, Position No. 4

Planning Commission

Tommy Smith, Position 1

Christine Bridgens, Position 2

Chris Hayward, Vice Chair, Position 3

Mike Moha, Position 4

Ken Yuill, Position 5

Paul Mitchell, Chair, Position 6

Ryan Lampi, Position 7

City Manager

Linda Engbretson

Assistant City Manager/Community Development Director

Kevin A. Cronin, AICP

Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard

Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk

Ali Danko

Rob Wyman

TABLE OF CONTENTS

I.	INTRODUCTION	1
II.	THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA	4
III.	THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS	7
IV.	FINANCIAL ANALYSIS OF THE PLAN.....	8
V.	THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES REQUIRED AND THE ANTICIPATED YEAR IN WHICH INDEBTEDNESS WILL BE RETIRED	10
VI.	THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT.....	14
VII.	REVENUE SHARING.....	17
VIII.	IMPACT OF THE TAX INCREMENT FINANCING.....	18
IX.	COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA	22
X.	EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES	23
XI.	REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN	34
XII.	RELOCATION REPORT.....	34

I. INTRODUCTION

The Report on the Warrenton Urban Renewal Plan (Report) contains background information and project details that pertain to the Warrenton Urban Renewal Plan (Plan). The Report is not a legal part of the Plan but is intended to provide public information and support the findings made by the Warrenton City Commission as part of the approval of the 2019 Plan Amendment.

The Report provides the analysis required to meet the standards of ORS 457.085(3), including financial feasibility. The Report accompanying the Plan contains the information required by ORS 457.085, including:

- A description of the physical, social, and economic conditions in the area; (ORS 457.085(3)(a))
- Expected impact of the Plan, including fiscal impact in light of increased services; (ORS 457.085(3)(a))
- Reasons for selection of the Plan area; (ORS 457.085(3)(b))
- The relationship between each project to be undertaken and the existing conditions; (ORS 457.085(3)(c))
- The estimated total cost of each project and the source of funds to pay such costs; (ORS 457.085(3)(d))
- The estimated completion date of each project; (ORS 457.085(3)(e))
- The estimated amount of funds required in the area and the anticipated year in which the debt will be retired; (ORS 457.085(3)(f))
- A financial analysis of the Plan; (ORS 457.085(3)(g))
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; (ORS 457.085(3)(h)) and
- A relocation report. (ORS 457.085(3)(i))

The relationship of the sections of the Report and the ORS 457.085 requirements is shown in Table 1. The specific reference in the table below is the section of this Report that most addresses the statutory reference. There may be other sections of the Report that also address the statute.

Table 1 - Statutory References

Statutory Requirement	Report Section
ORS 457.085(3)(a)	X
ORS 457.085(3)(b)	XI
ORS 457.085(3)(c)	II
ORS 457.085(3)(d)	III
ORS 457.085(3)(e)	VI
ORS 457.085(3)(f)	IV,V
ORS 457.085(3)(g)	IV,V
ORS 457.085(3)(h)	VIII
ORS 457.085(3)(i)	XII

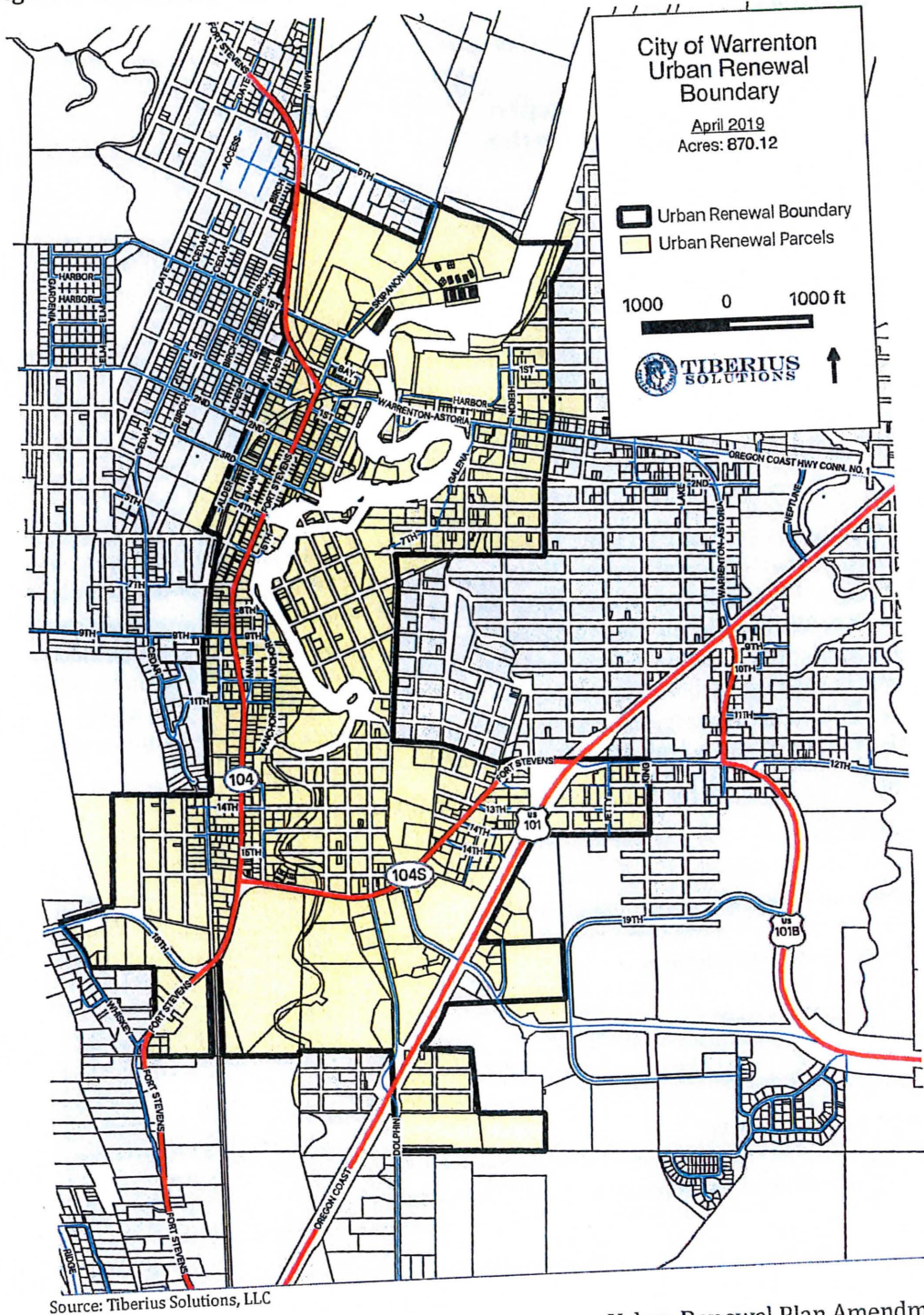
The Report provides guidance on how the urban renewal plan might be implemented. As the Warrenton Urban Renewal Agency (WURA) will review revenues and potential projects each year, it has the authority to make adjustments to the implementation assumptions in this Report. The WURA may allocate budgets differently, adjust the timing of the projects, decide to incur debt at different timeframes than projected in this Report, and make other adjustments to the financials as determined by the WURA. The WURA may also make changes as allowed in the amendments section of the Plan. These adjustments must stay within the confines of the overall maximum indebtedness of the Plan.

Table 2 shows the key facts for the Warrenton Urban Renewal Area.

Table 2 - Area Facts

Year Warrenton Urban Renewal Plan Created	2007
Original Maximum Indebtedness	\$7,134,597
Original Termination Date	FY 2027/28
Year Substantial Amendment	2019
Substantial Amendment MI	\$11,160,039
Substantial Amendment to increase MI Termination Date	FY 2027/28
Acreage	870.12

Figure 1 - Warrenton Urban Renewal District Boundary



Source: Tiberius Solutions, LLC

II. THE PROJECTS IN THE AREA AND THE RELATIONSHIP BETWEEN URBAN RENEWAL PROJECTS AND THE EXISTING CONDITIONS IN THE URBAN RENEWAL AREA

A. Types of Projects

To encourage rehabilitation and redevelopment of commercial and residential land and aid in the retention of existing business and attraction of new businesses, the Renewal Agency may improve or construct public facilities and utilities including but not limited to streets, sidewalks, restrooms, marina docks, parking areas and pedestrian amenities. Improvements may occur within public rights-of-way, easements, or on public property. The WURA will work with public and private utilities to make the necessary modifications and adjustments to implement the objectives of the plan.

B. Urban Renewal Projects

The following projects have been identified to achieve the objectives of the Urban Renewal Plan. There is an overall need to improve the infrastructure in all of these areas to facilitate the proposed and potential new development and to encourage rehabilitation and redevelopment of the downtown, marina and residential areas.

1. Gateway Improvements

Gateway Improvements – Design and construct gateways to the Downtown and the Marina on S. Main Avenue and E. Harbor Street.

2. Public Improvements

Existing Conditions Inventory – Inventory the public improvement deficiencies in the district including: storm drainage, streets, sidewalks, lighting, storm and sanitary sewer and water services.

Inventory Implementation – Based on the inventory begin a phased schedule to correct the deficiencies with storm drainage improvements in the downtown requiring the highest priority, but also including water improvements and sewer improvements throughout the District, including but not limited to water line upgrades.

Downtown Amenities – Improve the downtown image and attractiveness by landscaping, benches, waste receptacles, lighting, art and other aesthetically pleasing amenities.

Fire Station Improvements – *Pave the parking lot at the Fire Station.*

Existing conditions: The project in italics is the new program. The existing Fire Station parking lot a gravel lot. This project would provide an asphalt surface for the parking lot.

Undergrounding Utilities – Underground and reconfigure utilities South Main Street and Main Avenue from Harbor Street to 2nd Avenue.

Existing conditions: There are overhead utilities in this District. Undergrounding will improve the appearance of the District and will allow for the utilities to be upgraded and improve the future safety of the District as utilities will be below ground and not subject to failing in major storm events.

3. Pedestrian/Bicycle Improvements

Streetscape Improvements – Provide pedestrian friendly streetscape improvements in the downtown, including but not limited to SW 4th Street and from the Harbor to the Highschool.

Trails and Amenities – Develop bike and pedestrian trails with trailheads and restrooms, directional signage and rest areas.

4. Business and Residential Rehabilitation Programs

Building Improvement Program – Establish and manage low interest loan and small grant programs for businesses and residents to improve their appearance and condition.

Business Loan Program – Develop a program to provide business loan guarantees.

Existing conditions: This projects does not exist and there are properties that can benefit from feasibility and gap financing and business loan guarantees to facilitate development.

Encouragement of Development and Redevelopment – Develop a grant/loan program to provide feasibility and gap financing for property development and redevelopment.

Existing conditions: This projects does not exist and there are properties that can benefit from feasibility and gap financing and business loan guarantees to facilitate development.

The WURA may establish policies and guidelines and administer such loan and grant programs without amendment of the Plan.

5. Property Acquisition

Property Acquisition – Acquisition and assembly of key properties for redevelopment. Projects are listed in detail by phase in the Urban Renewal Report.

6. Marina Improvements

Marina Master Plan – Prepare Master Improvement and Maintenance Plan

Fish Cleaning Station – Design and construct a fish cleaning station.

Dock Improvements – Design and construct Marina dock improvements.

Public Restrooms – Design and construct public restrooms.

Pier Improvements – Design and construct public pier improvements.

Existing conditions: This project would replace a portion of the pier with a new public pier.

7. Administration

Planning, Administration, and Planning Activities – This project category authorizes any administrative expenses associated with the District, any special studies that may be needed to develop the District and any planning activities associated with such development, including but not limited to zone changes or master improvement plans.

III. THE ESTIMATED TOTAL COST OF EACH PROJECT AND THE SOURCES OF MONEYS TO PAY SUCH COSTS

The total cost estimates for projects from Fiscal Year End (FYE) 2021 to FYE 2028 is shown in Table 3 below. These are all estimates acknowledging that the urban renewal portions of these project activities must fit within the maximum indebtedness. These costs are shown in constant 2019 dollars (2019 \$) to equate to the projected amount of funds available for projects in 2019 \$.

The Plan assumes that the WURA/City will use other funds to assist in the completion of the projects within the District. These sources include but are not limited to City of Warrenton General Funds, System Development Charges (SDCs), local, state and federal grants, and other sources as identified by the WURA/City. The WURA/City may pursue regional, county, state, and federal funding, private developer contributions and any other sources of funding that may assist in the implementation of the programs.

The WURA will be able to review and update fund expenditures and allocations on an annual basis when the annual budget is prepared. The costs are for FYE 2020 to FYE 2028.

Table 3 - Estimated Cost of Each Project

Project Title	2019 \$ Project Cost
Fire Station Parking Lot	\$100,000
Underground Utilities	\$1,000,000
Warrenton Marina Public Pier	\$1,000,000
Façade Grant Program	\$25K per year/\$225,000
Gateways on South Main and East Harbor	\$100,000
Property Assistance: Feasibility and Gap Finance	\$11K per year/\$89,000
Business Loan Guarantee	\$11K per year/\$89,000
South Main Sewer Extension	\$250,000
Street, Sidewalk & Lighting	\$125,000
Tourist and bike signage	\$25,000
Housing Rehab Improvement	\$100,000
Bike, trailhead and directional signage	\$50,000
Other projects	\$1,484,552
Plan Administration	\$182,602
TOTAL:	\$5,808,989

Source: City of Warrenton, Tiberius Solutions, LLC

IV. FINANCIAL ANALYSIS OF THE PLAN

The estimated tax increment revenues through 2028 are based on projections of the assessed value of development within the District and the consolidated tax rate that will apply in the District. Table 4 shows the incremental assessed value, tax rates and tax increment revenues each year, adjusted for discounts, and delinquencies.

Historical assessed value growth in the District was 7.1% from 2009 – 2018. Assessed value growth in FYE 2019 of 11.5% provided additional revenues for the projections for this Amendment. The last five years prior to FYE 2019 have shown assessed value growth of an average of 3.3% for real property. The projections in the financial model assume an assessed value growth rate of 4.0%. These projections of growth are the basis for the projections in Table 6, Table 7, Table 8, and Table 9.

Gross TIF is calculated by multiplying the tax rate times the assessed value used. The tax rate is per thousand dollars of value, so the calculation is “tax rate times assessed value used divided by one thousand.” The consolidated tax rate includes permanent tax rates only, and excludes general obligation bonds and local option levies, which would not be impacted by this Plan. The adjustments are for underpayments and delinquencies assumed at 5%.

Revenue sharing is in effect from FYE 2021 to the end of the District and is more fully explained in the Revenue Sharing Section of this Report.

Table 4 - Projected Incremental Assessed Value, Tax Rates, and Tax Increment Revenues

FYE	Total Assessed Value	Frozen Base	Increment	Tax Rate	Gross TIF	Adjustments	Net TIF
2020	\$147,450,929	\$60,136,994	\$87,313,935	9.2437	\$807,104	\$(40,355)	\$766,749
2021	\$152,976,282	\$60,136,994	\$92,839,288	9.2437	\$858,179	\$(42,909)	\$815,270
2022	\$158,721,325	\$60,136,994	\$98,584,331	9.2437	\$911,284	\$(45,564)	\$865,720
2023	\$164,694,823	\$60,136,994	\$104,557,829	9.2437	\$966,501	\$(48,325)	\$918,176
2024	\$170,905,890	\$60,136,994	\$110,768,896	9.2437	\$1,023,914	\$(51,196)	\$972,718
2025	\$183,786,543	\$60,136,994	\$123,649,549	9.2437	\$1,142,979	\$(57,149)	\$1,085,830
2026	\$190,694,240	\$60,136,994	\$130,557,246	9.2437	\$1,206,832	\$(60,342)	\$1,146,490
2027	\$197,874,876	\$60,136,994	\$137,737,882	9.2437	\$1,273,208	\$(63,660)	\$1,209,548
2028	\$205,339,282	\$60,136,994	\$145,202,288	9.2437	\$1,342,206	\$(67,110)	\$1,275,096
TOTAL:					\$9,532,207		\$9,055,597

Source: Tiberius Solutions, LLC

*See Revenue Sharing Table 8. Revenue sharing commences as a result of a substantial amendment and starts in FYE 2022.

**V. THE ESTIMATED AMOUNT OF TAX INCREMENT REVENUES
REQUIRED AND THE ANTICIPATED YEAR IN WHICH
INDEBTEDNESS WILL BE RETIRED**

Table 5 shows the potential increase to the MI calculation for the Area. The amount the Warrenton City Commission may increase the MI on their own was \$1,937,498 when calculated in 2018. The WURA reviewed this amount in 2018 and chose to request other taxing districts concur to an increase above this amount, but still terminating the tax increment proceeds in the same year as initially designated in the original Plan.

The increase of maximum indebtedness is \$4,800,218. The new maximum indebtedness (MI) is \$11,934,815 (eleven million nine hundred thirty four thousand eight hundred and fifteen dollars).

75% of the taxing districts levying the permanent rate levy must approve the increase. This is stipulated in ORS 457. 470. The estimated total amount of tax increment revenues required to service the MI of \$11,934,815 is \$8,372,136 and is made up of revenues from the division of taxes from permanent rate levies. The reason the total amount is less than the MI is due to fact that much of the existing maximum indebtedness of \$7,134,597 is already used.

Table 6 and Table 7 show the allocation of tax revenues to debt service. The tables also show the present fiscal year, FYE 2019.

The District is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the District in 2028. The assumptions are based on paying off existing debt and not incurring future long term debt, instead proceeding with "pay as you go" expenditures. The WURA may decide to change the assumptions used in this Report. These assumptions show one scenario for financing and that this scenario is financially feasible.

The Warrenton Urban Renewal Plan has a debt management provisions that states the WURA will not issue debt unless it reasonably projects that repayment of all outstanding debt will occur no later than June 30, 2028. The WURA therefore anticipates terminating the collection of tax increment revenues in FY 2027/2028.

Table 5- MI Increase Calculation

Year	March National ENR Points	National ENR Point Change	National Inflation Rate	National MI Index
1999	5986.00			
2000	6202.00	216.00	3.61%	
2001	6279.00	77.00	1.24%	
2002	6502.00	223.00	3.55%	
2003	6627.00	125.00	1.92%	
2004	6957.00	330.00	4.98%	
2005	7308.75	351.75	5.06%	
2006	7691.72	382.97	5.24%	
2007	7856.27	164.55	2.14%	\$7,134,597
2008	8109.00	252.73	3.22%	\$7,364,111
2009	8534.05	425.05	5.24%	\$7,750,116
2010	8671.00	136.95	1.60%	\$7,874,486
2011	9011.00	340.00	3.92%	\$8,183,254
2012	9268.00	257.00	2.85%	\$8,416,646
2013	9456.00	188.00	2.03%	\$8,587,377
2014	9702.00	246.00	2.60%	\$8,810,779
2015	9972.00	270.00	2.78%	\$9,055,977
2016	10242.00	270.00	2.71%	\$9,301,175
2017	10667.39	425.39	4.15%	\$9,687,489

2017 Indexed MI	20% of Indexed MI
\$9,687,489	\$1,937,498

Table 6 - Tax Increment Revenues and Allocations to Debt Service, page 1

	Total	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Resources					
Beginning Balance		1,596,344	1,966,795	1,018,527	350,000
Interest Earnings	91,448	48,105	26,000	5,093	1,750
TIF: Current Year	8,141,775	702,320	766,749	778,879	791,492
TIF: Prior Years	230,361	25,461	20,000	21,800	21,800
Other	-				
Total Resources	10,059,928	2,372,230	2,779,544	1,824,299	1,165,042
Expenditures					
Debt Service					
UR 2012	(1,304,413)	(144,936)	(144,937)	(144,936)	(144,937)
UR 2016	(2,046,255)	(205,079)	(205,080)	(205,080)	(205,080)
Line of Credit (5.5%)	(241,420)	(30,420)	(211,000)		
Total Debt Service	(3,592,088)	(380,435)	(561,017)	(350,016)	(350,017)
Debt Service Coverage Ratio		1.85	1.37	2.23	2.26
Transfer to URA Projects Fund	(6,467,840)	(25,000)	(1,200,000)	(1,124,283)	(465,025)
Total Expenditures	(10,059,928)	(405,435)	(1,761,017)	(1,474,299)	(815,042)
Ending Balance		1,966,795	1,018,527	350,000	350,000

Source: Tiberius Solutions LLC

Table 7 - Tax Increment Revenues and Allocations to Debt Service. page 2

	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Resources						
Beginning Balance	350,000	350,000	350,000	350,000	350,000	350,000
Interest Earnings	1,750	1,750	1,750	1,750	1,750	1,750
TIF: Current Year	804,606	818,241	846,519	861,684	877,449	893,836
TIF: Prior Years	21,800	21,800	21,800	25,300	25,300	25,300
Other						
Total Resources	1,178,156	1,191,791	1,220,069	1,238,734	1,254,499	1,270,886
Expenditures						
Debt Service						
UR 2012	(144,939)	(144,937)	(144,917)	(144,937)	(144,937)	
UR 2016	(205,080)	(205,079)	(205,079)	(205,080)	(205,080)	(200,538)
Line of Credit (5.5%)						
Total Debt Service	(350,019)	(350,016)	(349,996)	(350,017)	(350,017)	(200,538)
Debt Service Coverage Ratio	2.30	2.34	2.42	2.46	2.51	4.46
Transfer to URA Projects Fund	(478,137)	(491,775)	(520,073)	(538,717)	(554,482)	(1,070,348)
Total Expenditures	(828,156)	(841,791)	(870,069)	(888,734)	(904,499)	(1,270,886)
Ending Balance	350,000	350,000	350,000	350,000	350,000	-

Source: Tiberius Solutions LLC

VI. THE ANTICIPATED COMPLETION DATE FOR EACH PROJECT

The schedule for construction of projects will be based on the availability of funding. The projects will be ongoing and will be completed as directed by the WURA. Annual expenditures for program administration is also shown.

The District is anticipated to complete all projects and have sufficient tax increment finance revenue to terminate the District in 2028, an additional nine years from the present fiscal year.

The amount of money available for projects and administration in 2019 constant dollars for the District from FYE 2020 to FYE 2028 is \$5,808,989.

Table 8 and Table 9 show the \$5,808,989 of 2019 project dollars inflated over the life of the District along with administrative expenses to a total of \$7,035,914 (reflecting FYE 2019 to end of URA). All costs shown in Table 8 and Table 9 are in year-of-expenditure dollars, which are adjusted by 3.0% annually to account for inflation.

The WURA may change the completion dates in their annual budgeting process or as project decisions are made in administering the Plan.

Table 8 - Programs and Costs in Year of Expenditure Dollars, page 1

	Total	FYE 2019	FYE 2020	FYE 2021	FYE 2022
Resources					
Beginning Balance		297,770	248,989	574,234	1,259,816
Interest Earnings	70,304	7,209	1,245	2,871	6,299
Transfer from TIF Fund	6,467,840	25,000	1,200,000	1,124,283	465,025
Bond/Loan Proceeds	200,000	-	200,000	-	-
Other	-	-	-	-	-
Total Resources	7,035,914	329,979	1,650,234	1,701,388	1,731,140
Expenditures (YOE \$)					
Facade Improvements	(260,853)		(25,000)	(26,523)	(27,318)
F-Dock	-				
Landscape Improvements	(263,811)	(18,811)	(245,000)		
SE 4th & Main Stormwater Pump Station	-				
SW 4th Street Improvements	(412,000)		(412,000)		
SE Anchor Improvements	(9,359)	(9,359)			
SE 14th Place Waterline	(25,000)		(25,000)		
Waterline Upgrade	(2,128)	(2,128)			
Lighting at City Hall & Park	(1,000)	(1,000)			
Downtown	(300,000)		(300,000)		
Streetscaping- Harbor - High School	-				
Housing Rehab and Improvement Program	(130,480)				
Tourist and Bike Signage	(32,620)				
Bike Trailheads + Directional Interpretive Signage	(65,240)				
Street, Sidewalk, and Lighting (Phases 3 & 4)	(132,613)			(132,613)	
Fire Station/Parking Lot	(106,090)			(106,090)	
Underground Reconfigure Utilities - S Main Ave (Harbor - 2nd Avenue)	(1,197,236)			(132,613)	(327,810)
Warrenton Marina - Public Pier	(1,208,470)				
Gateways on S. Main and E. Harbor	(124,835)				
South Main Sewer Extension	(319,550)				
Property Assistance Grant/Loan Program	(104,824)			(11,788)	(12,141)
Business Loan Guarantee	(104,824)			(11,788)	(12,141)
Other Projects (Includes Peterson Property)	(1,937,043)				
Zone Change for Redevelopment	(37,375)	(37,375)			
Master Plans/Studies	(50,000)		(50,000)		
Professional Services	(25,598)	(10,598)	(15,000)		
Administration	(184,965)	(1,719)	(4,000)	(20,157)	(20,761)
Total Expenditures	(7,035,914)	(80,990)	(1,076,000)	(441,572)	(400,171)

Source: Tiberius Solutions LLC

Table 9 - Programs and Costs in Year of Expenditure Dollars, page 2

	FYE 2023	FYE 2024	FYE 2025	FYE 2026	FYE 2027	FYE 2028
Resources						
Beginning Balance	1,330,969	1,656,813	2,022,135	1,876,192	1,727,892	1,922,092
Interest Earnings	6,655	8,284	10,111	9,381	8,639	9,610
Transfer from TIF Fund	478,137	491,775	520,073	538,717	554,482	1,070,348
Bond/Loan Proceeds	-	-	-	-	-	-
Other						
Total Resources	1,815,761	2,156,872	2,552,319	2,424,290	2,291,013	3,002,050
Expenditures (YOE \$)						
Facade Improvements	(28,138)	(28,983)	(29,853)	(30,748)	(31,670)	(32,620)
F-Dock						
Landscape Improvements						
SE 4th & Main Stormwater Pump Station						
SW 4th Street Improvements						
SE Anchor Improvements						
SE 14th Place Waterline						
Waterline Upgrade						
Lighting at City Hall & Park						
Downtown						
Streetscaping- Harbor - High School						
Housing Rehab and Improvement Program						(130,480)
Tourist and Bike Signage						(32,620)
Bike Trailheads + Directional Interpretive Signage						(65,240)
Street, Sidewalk, and Lighting (Phases 3 & 4)						
Fire Station/Parking Lot						
Underground Reconfigure Utilities - S Main Ave (Harbor - 2nd Avenue)	(84,413)					(652,400)
Warrenton Marina - Public Pier		(57,965)	(597,050)	(553,455)		
Gateways on S. Main and E. Harbor				(61,495)	(63,340)	
South Main Sewer Extension					(221,690)	(97,860)
Property Assistance Grant/Loan Program	(12,506)	(12,881)	(13,268)	(13,666)	(14,076)	(14,498)
Business Loan Guarantee	(12,506)	(12,881)	(13,268)	(13,666)	(14,076)	(14,498)
Other Projects (includes Peterson Property)						(1,937,043)
Zone Change for Redevelopment						
Master Plans/Studies						
Financing Fees						
Professional Services						
Administration	(21,385)	(22,027)	(22,688)	(23,368)	(24,069)	(24,791)
Total Expenditures	(158,948)	(134,737)	(676,127)	(696,398)	(368,921)	(3,002,050)

Source: Tiberius Solutions LLC

VII. REVENUE SHARING

Revenue sharing is part of the 2009 legislative changes to urban renewal and means that, at thresholds defined in ORS 457.470, the impacted taxing jurisdictions will receive a share of the incremental growth in the District. The first threshold is 10% of the original maximum indebtedness (\$713,460). At the 10% threshold, the WURA will receive the full 10% of the initial maximum indebtedness plus 25% of the increment above the 10% threshold and the taxing jurisdictions will receive 75% of the increment above the 10% threshold. Revenue sharing targets are projected to be reached in FYE 2020, making revenue sharing commence in FYE 2021. If assessed value in the District grows more quickly than projected, the revenue sharing triggers could be reached earlier.

The second threshold is set at 12.5% of the maximum indebtedness. If this threshold is met, revenue for the district would be capped at 12.5% of the maximum indebtedness, with all additional tax revenue being shared with affected taxing districts.

Projected Revenue Sharing is shown in Table 10.

Table 10 - Projected Revenue Sharing

FYE	Net TIF		
	Total	For URA	Shared
2020	\$766,749	\$766,749	\$0
2021	\$815,270	\$778,879	\$36,391
2022	\$865,720	\$791,492	\$74,228
2023	\$918,176	\$804,606	\$113,570
2024	\$972,718	\$818,241	\$154,477
2025	\$1,085,830	\$846,519	\$239,311
2026	\$1,146,490	\$861,684	\$284,806
2027	\$1,209,548	\$877,449	\$332,099
2028	\$1,275,096	\$893,836	\$381,260
Total			\$1,616,142

Source: Tiberius Solutions LLC

VIII. IMPACT OF THE TAX INCREMENT FINANCING

This section describes the impact of tax increment financing of the maximum indebtedness, both until and after the indebtedness is repaid, upon all entities levying taxes upon property in the District.

The impact of tax increment financing on overlapping taxing districts consists primarily of the property tax revenues foregone on permanent rate levies as applied to the growth in assessed value in the District. These projections are for impacts estimated through FYE 2028.

The impacts of the Amendment to increase the maximum indebtedness only are shown in Table 11 and Table 15. Table 12 and Table 14, show the impact to the taxing districts of the Plan without the Amendment. The full impact of the District with the new maximum indebtedness is shown in Table 13 and Table 16.

The Warrenton-Hammond School District and the Northwest Regional ESD are not *directly* affected by the tax increment financing, but the amounts of their taxes divided for the urban renewal plan are shown in the following tables. Under current school funding law, property tax revenues are combined with State School Fund revenues to achieve per-student funding targets. Under this system, property taxes foregone, due to the use of tax increment financing, are substantially replaced with State School Fund revenues, as determined by a funding formula at the state level.

Table 11 – Projected Impact to General Government Taxing Districts of Amendment

FYE	Clatsop County	Port of Astoria	Clatsop 4H & Extension	Sunset Empire Transportation	Clatsop Care Center	City of Warrenton	Subtotal
2020	-	-	-	-	-	-	-
2021	(113,107)	(9,262)	(3,938)	(11,946)	(13,001)	(123,159)	(274,414)
2022	(77,161)	(6,319)	(2,686)	(8,150)	(8,869)	(84,018)	(187,203)
2023	(79,337)	(6,497)	(2,762)	(8,380)	(9,119)	(86,387)	(192,482)
2024	(81,600)	(6,682)	(2,841)	(8,619)	(9,379)	(88,851)	(197,972)
2025	(86,295)	(7,067)	(3,004)	(9,115)	(9,919)	(93,964)	(209,364)
2026	(89,389)	(7,320)	(3,112)	(9,441)	(10,275)	(97,332)	(216,869)
2027	(125,191)	(10,252)	(4,359)	(13,223)	(14,390)	(136,316)	(303,729)
2028	(144,250)	(11,812)	(5,022)	(15,236)	(16,581)	(157,069)	(349,970)
TOTAL:	(796,330)	(65,211)	(27,720)	(84,110)	(91,533)	(867,096)	(1,932,003)

Tiberius Solutions, LLC

Table 12 – Projected Impact to General Gvmn't Taxing Districts without Amendment

FYE	Clatsop County	Port of Astoria	Clatsop 4H & Extension	Sunset Empire Transportation	Clatsop Care Center	City of Warrenton	Subtotal
2019	(120,760)	(9,889)	(4,204)	(12,755)	(13,881)	(131,491)	(292,980)
2020	(130,545)	(10,690)	(4,545)	(13,788)	(15,005)	(142,145)	(316,718)
2021	(19,749)	(1,617)	(688)	(2,086)	(2,270)	(21,504)	(47,913)
2022	(57,788)	(4,732)	(2,012)	(6,104)	(6,642)	(62,923)	(140,200)
2023	(57,788)	(4,732)	(2,012)	(6,104)	(6,642)	(62,923)	(140,201)
2024	(57,788)	(4,732)	(2,012)	(6,104)	(6,642)	(62,923)	(140,200)
2025	(57,784)	(4,732)	(2,012)	(6,103)	(6,642)	(62,919)	(140,192)
2026	(57,788)	(4,732)	(2,012)	(6,104)	(6,642)	(62,923)	(140,200)
2027	(24,602)	(2,015)	(857)	(2,598)	(2,828)	(26,788)	(59,687)
2028	(8,261)	(677)	(288)	(873)	(950)	(8,995)	(20,043)
TOTAL:	(592,852)	(48,547)	(20,640)	(62,617)	(68,144)	(645,535)	(1,438,336)

Tiberius Solutions, LLC

Table 13 - Projected Impact on Taxing District Permanent Rate Levies - General Government – Full impact

FYE	Clatsop County	Port of Astoria	Clatsop 4H & Extension	Sunset Empire Transportation	Clatsop Care Center	City of Warrenton	Subtotal
2019	(120,760)	(9,889)	(4,204)	(12,755)	(13,881)	(131,491)	(292,980)
2020	(130,545)	(10,690)	(4,545)	(13,788)	(15,005)	(142,145)	(316,718)
2021	(132,856)	(10,879)	(4,625)	(14,032)	(15,271)	(144,662)	(322,326)
2022	(134,949)	(11,051)	(4,698)	(14,253)	(15,511)	(146,941)	(327,404)
2023	(137,125)	(11,229)	(4,774)	(14,483)	(15,762)	(149,310)	(332,683)
2024	(139,387)	(11,414)	(4,853)	(14,722)	(16,022)	(151,774)	(338,172)
2025	(144,080)	(11,798)	(5,016)	(15,218)	(16,561)	(156,883)	(349,556)
2026	(147,177)	(12,052)	(5,124)	(15,545)	(16,917)	(160,255)	(357,070)
2027	(149,792)	(12,266)	(5,215)	(15,821)	(17,218)	(163,104)	(363,416)
2028	(152,512)	(12,489)	(5,310)	(16,108)	(17,530)	(166,064)	(370,013)
TOTAL:	(1,389,183)	(113,757)	(48,364)	(146,725)	(159,678)	(1,512,629)	(3,370,338)

Source: Tiberius Solutions

Table 14 - Impact to Education Taxing District of Amendment

FYE	Warrenton-Hammond School District	NW Regional ESD	Clatsop Community College	Subtotal	Total
2020	-	-	-	-	-
2021	(338,497)	(11,342)	(57,409)	(407,247)	(681,661)
2022	(230,920)	(7,737)	(39,164)	(277,822)	(465,025)
2023	(237,431)	(7,955)	(40,268)	(285,655)	(478,137)
2024	(244,204)	(8,182)	(41,417)	(293,803)	(491,775)
2025	(258,256)	(8,653)	(43,800)	(310,709)	(520,073)
2026	(267,514)	(8,963)	(45,370)	(321,848)	(538,717)
2027	(374,658)	(12,553)	(63,542)	(450,753)	(754,482)
2028	(431,697)	(14,465)	(73,216)	(519,378)	(869,348)
TOTAL:	(2,383,177)	(79,851)	(404,188)	(2,867,216)	(4,799,218)

Tiberius Solutions, LLC

Table 15 - Impact to Education Taxing Districts *without* Amendment

FYE	Warrenton-Hammond School District	NW Regional ESD	Clatsop Community College	Subtotal	Total
2019	(361,399)	(12,109)	(61,293)	(434,801)	(727,781)
2020	(390,681)	(13,090)	(66,260)	(470,031)	(786,749)
2021	(59,101)	(1,980)	(10,024)	(71,105)	(119,018)
2022	(172,941)	(5,795)	(29,331)	(208,067)	(348,267)
2023	(172,942)	(5,795)	(29,331)	(208,068)	(348,269)
2024	(172,941)	(5,795)	(29,331)	(208,066)	(348,266)
2025	(172,931)	(5,794)	(29,329)	(208,054)	(348,246)
2026	(172,941)	(5,795)	(29,331)	(208,067)	(348,267)
2027	(73,626)	(2,467)	(12,487)	(88,580)	(148,267)
2028	(24,724)	(828)	(4,193)	(29,745)	(49,788)
TOTAL:	(1,774,225)	(59,447)	(300,909)	(2,134,582)	(3,572,918)

Tiberius Solutions, LLC

Table 16 - Total Projected Impact on Taxing District Permanent Rate Levies -

FYE	Warrenton-Hammond School District	NW Regional ESD	Clatsop Community College	Subtotal	Total
2019	(361,399)	(12,109)	(61,293)	(434,801)	(727,781)
2020	(390,681)	(13,090)	(66,260)	(470,031)	(786,749)
2021	(397,598)	(13,322)	(67,433)	(478,353)	(800,679)
2022	(403,861)	(13,532)	(68,495)	(485,888)	(813,292)
2023	(410,373)	(13,750)	(69,600)	(493,723)	(826,406)
2024	(417,144)	(13,977)	(70,748)	(501,869)	(840,041)
2025	(431,186)	(14,447)	(73,129)	(518,763)	(868,319)
2026	(440,455)	(14,758)	(74,701)	(529,914)	(886,984)
2027	(448,284)	(15,020)	(76,029)	(539,333)	(902,749)
2028	(456,421)	(15,293)	(77,409)	(549,123)	(919,136)
TOTAL:	(4,157,402)	(139,299)	(705,097)	(5,001,798)	(8,372,136)

Source: Tiberius Solutions LLC Please refer to the explanation of the schools funding in the preceding section

Table 17 shows the projected increased revenue to the taxing jurisdictions after tax increment proceeds are projected to be terminated. These projections are for FYE 2029.

The Frozen Base is the assessed value of the District established by the county assessor at the time the District is established. Excess Value is the increased assessed value in the District above the Frozen Base.

Table 17 - Additional Revenues Obtained after Termination of Tax Increment Financing

Taxing District	Type	Tax Rate	From Frozen Base	From Excess Value	Total
General Government					
Clatsop County	Permanent	1.5338	92,238	234,613	326,851
Port of Astoria	Permanent	0.1256	7,553	19,212	26,765
Clatsop 4H & Extension	Permanent	0.0534	3,211	8,168	11,379
Sunset Empire Transportation	Permanent	0.162	9,742	24,780	34,522
Clatsop Care Center	Permanent	0.1763	10,602	26,967	37,569
City of Warrenton	Permanent	1.6701	100,435	255,461	355,896
Subtotal		3.7212	223,781	569,201	792,982
Education					
Warrenton-Hammond School District #30	Permanent	4.5902	276,041	702,125	978,166
NW Regional ESD	Permanent	0.1538	9,249	23,526	32,775
Clatsop Community College	Permanent	0.7785	46,817	119,081	165,898
Subtotal		5.5225	332,107	844,732	1,176,839
Total		9.2437	555,888	1,413,933	1,969,821

Source: Tiberius Solutions LLC

IX. COMPLIANCE WITH STATUTORY LIMITS ON ASSESSED VALUE AND SIZE OF URBAN RENEWAL AREA

State law limits the percentage of both a municipality’s total assessed value and the total land area that can be contained in an urban renewal area at the time of its establishment to 25% for municipalities under 50,000 in population. As noted below, the frozen base (assumed to be FYE 2019 values), including all real, personal, personal, manufactured, and utility properties in the District, is \$60,136,994. The total assessed value of the City of Warrenton is \$608,254,053, the urban renewal excess is \$81,999,845, so the City of Warrenton assessed value minus urban renewal excess value is \$526,254,208. The percentage of assessed value in the District is 11.42%, below the 25% threshold.

The District contains 870 acres, including public rights-of-way, and the City of Warrenton contains 11,455.20 acres. This puts 7.60% of the City’s acreage in an urban renewal area which is below the 25% threshold.

Table 18 - Urban Renewal Area Conformance with Assessed Value and Acreage Limits

	Assessed Value	Acreage
In Warrenton Urban Renewal District	\$60,136,994	870
In City – minus UR excess value	\$526,254,208	11,455.20
Percent in urban renewal	11.42%	7.60%

Source: Compiled by Elaine Howard Consulting, LLC with data from City of Warrenton and Clatsop County Department of Assessment and Taxation (FYE 2018)

X. EXISTING PHYSICAL, SOCIAL, AND ECONOMIC CONDITIONS AND IMPACTS ON MUNICIPAL SERVICES

This section of the Report describes existing conditions within the District and documents the occurrence of “blighted areas,” as defined by ORS 457.010(1).

A. Physical Conditions

1. Land Use

The District measures 870.12 total acres in size, which is composed of 1,106 individual parcels encompassing 649.60 acres, and an additional 220.52 acres in public rights-of-way. An analysis of FYE 2019 property classification data from the Clatsop County Department of Assessment and Taxation database was used to determine the land use designation of parcels in the District. By acreage, Exempt accounts for the most prevalent land use within the District (34.39%). This was followed by Commercial (20.40%). Detailed land use designations in the District can be seen in Table 19.

Table 19 - Land Use in the District

Land Use	Parcels	Acreage	Percent of Acreage
Exempt	167	223.43	34.39%
Commercial	211	132.53	20.40%
Residential	598	124.58	19.18%
Tract	41	94.27	14.51%
Forrest	28	30.97	4.77%
Industrial	13	18.39	2.83%
Farm	18	14.26	2.19%
Miscellaneous	18	8.04	1.24%
Multi-Family	12	3.13	0.48%
TOTAL:	1,106	649.60	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clatsop County Department of Assessment and Taxation (FYE 2019)

2. Zoning Designations

The most prevalent zoning designation by acreage in the District is General Commercial (21.16%). The second most prevalent zoning designation in the District is Open Space Institutional (14.82%). Detailed zoning designations in the District can be seen in Table 20.

Table 20 - Zoning Designations in the District

Zoning Designations	Parcels	Acreage	Percent of Acreage
General Commercial	299	137.48	21.16%
Open Space and Institutional	14	96.26	14.82%
High Density Residential	189	90.05	13.86%
Intermediate Density Residential	149	80.84	12.44%
General Industrial	36	50.85	7.83%
Residential-Commercial	128	44.36	6.83%
Low Density Residential	11	34.01	5.23%
Aquatic Development	112	31.01	4.77%
Aquatic Conservation	21	19.53	3.01%
Water-Dependent Industrial Shorelands	7	19.46	3.00%
Coastal Lake and Freshwater Wetlands	11	19.10	2.94%
Commercial Mixed Use	95	15.07	2.32%
Marine Commercial	34	11.59	1.78%
TOTAL:	1,106	649.60	100.00%

Source: Compiled by Tiberius Solutions LLC with data from the Clatsop County Department of Assessment and Taxation (FYE 2019)

Figure 2 - Warrenton Urban Renewal District Zoning Designations

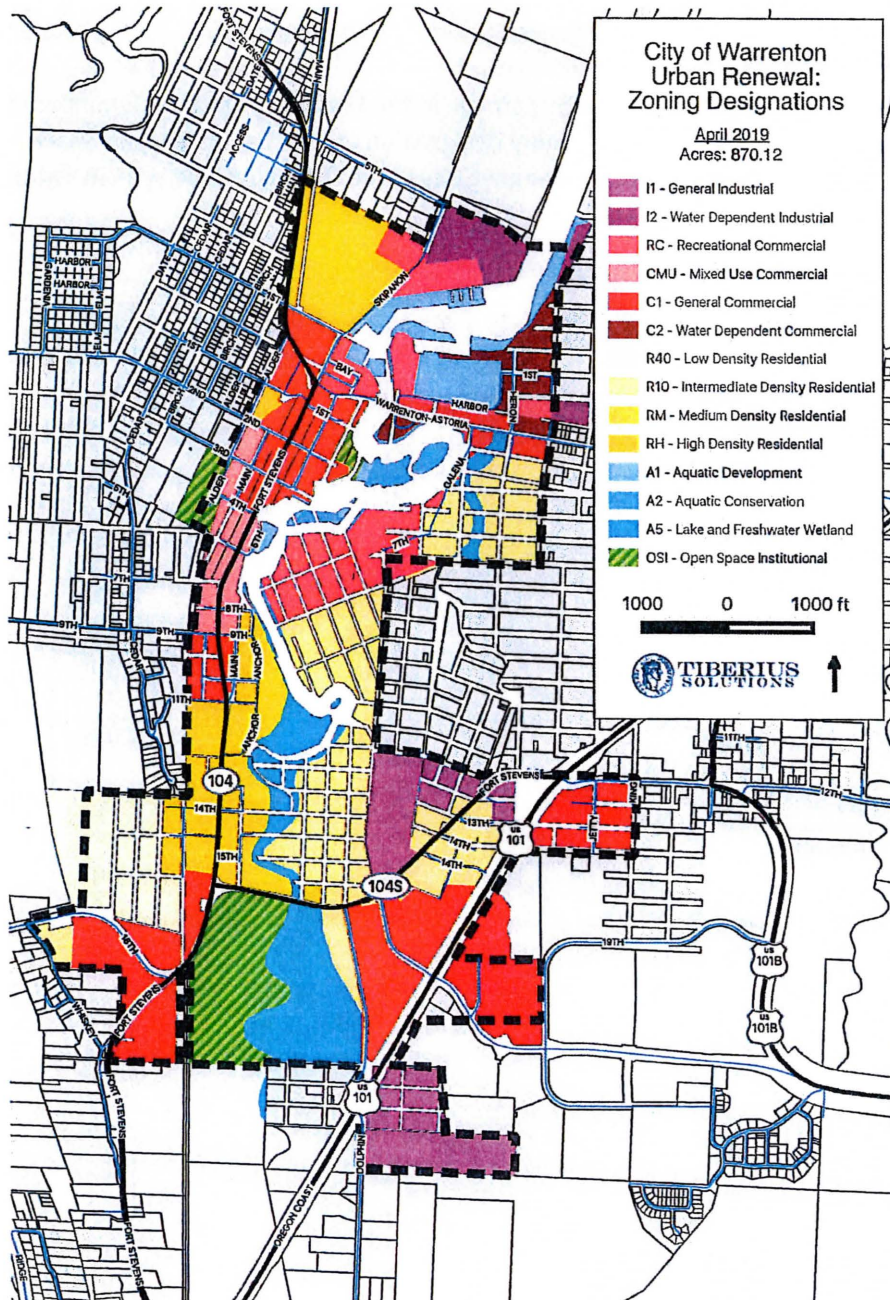
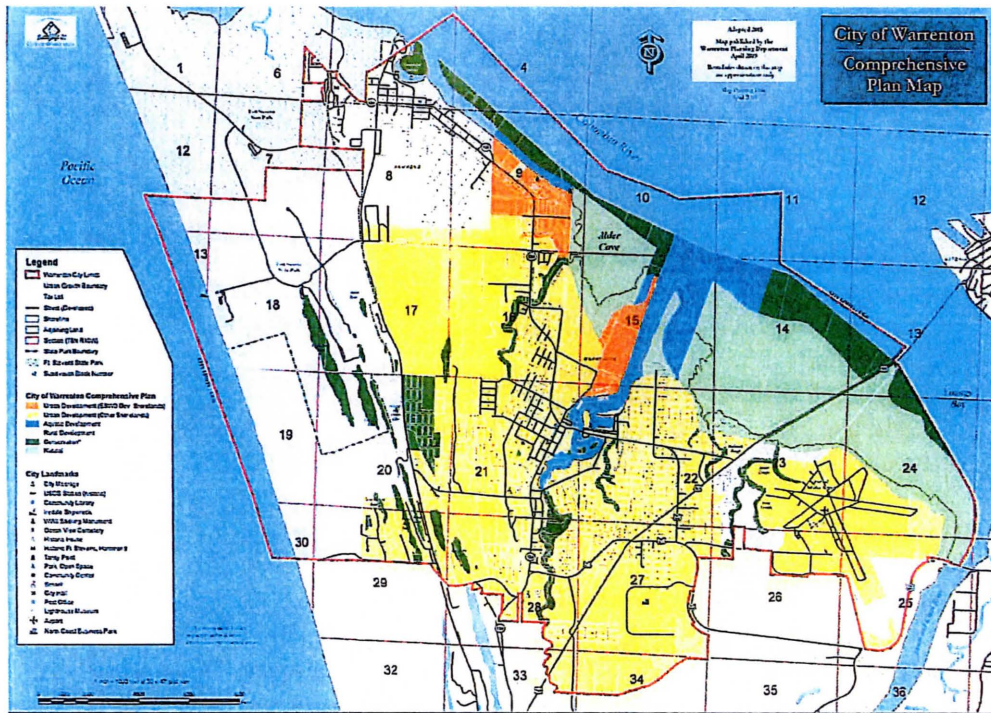


Figure 3 - Comprehensive Plan Designations for the City of Warrenton



B. Infrastructure

This section identifies the existing conditions in the District to assist in **establishing blight in the ordinance adopting the Plan Amendment**. There are projects listed in several City of Warrenton infrastructure master plans that relate to these existing conditions. **This does not mean that all of these projects are included in the Plan.** The specific projects that are included in the Plan are listed in Sections II and III of this Report.

1. Transportation

The projects listed in Table 21 are capital projects in the District from the City of Warrenton Transportation Systems Plan:

Table 21 - Transportation Projects in the District

Description	Estimated Cost	Plan Date
Improvements to widen the intersection of 9th and S Main Avenue	\$180,000	CIP 2018
Improvements to SW 4th Street, add sidewalk & street lights, rebuild road	\$836,000	CIP 2018
SE Anchor-Rebuild road, improve drainage, add sidewalk, move power underground	\$1,230,000	CIP 2019
Rebuild SW Alder Avenue with curbs from SW 1st-2nd Street and grind and overlay from SW 2nd to SW 3rd Street	\$185,000	CIP 2019
Rebuild SE Main Court between SE 9th St and SE 11th Street	\$107,000	CIP 2019
Rebuild SE 2nd Street between S Main Avenue and SE Anchor Avenue	\$281,000	CIP 2020
Provide future sidewalks on S Main Avenue and SW 14th Place	\$24,000	CIP 2020

Source: Warrenton Transportation Systems Plan

2. Water

The projects listed in Table 22 are capital projects in the District from the City of Warrenton Water Master Plan:

Table 22 - Water Master Plan Projects in the District

Description	Estimated Cost	Plan Date
Improve fire flow by upgrading 800ft of 4-inch pipe to 8-inch pipe on SE Anchor Avenue and 2nd and 3rd Street	\$93,000	WMP 2018
Cost of Service Study	\$50,000	WMP 2018
Upsize 6,050 ft of 6-inch and 8-inch pipe to 18-inch on Harbor Street	\$1,500,000	WMP 2018
Install 250 ft of 12" pipe on 13th St from Main Avenue to Anchor Avenue	\$38,000	WMP 2018
Upsize 350 ft of 4" to 10" pipe on Jetty Avenue south of Highway 101 Business	\$53,000	WMP 2018

Source: Warrenton Water Master Plan

3. Stormwater

The projects listed in Table 23 are projects in the District from the City of Warrenton's Storm Water Master Plan:

Table 23 - Storm Water Master Plan Projects in the District

Description	Estimated Cost	Plan Date
Upgrade downtown conveyance system and create definitive connection between north and south downtown	\$861,794	SWMP 2008
Stormwater rate study	\$20,000	SWMP 2008

Source: City of Warrenton Storm Water Master Plan

4. Sanitary Sewer

The projects listed in Table 24 are projects in the District from the City of Warrenton's Sewer Master Plan:

Table 24 - Sewer Master Plan Projects in the District

Description	Estimated Cost	Plan Date
Pump Station Upgrade	\$306,800	CIP 2021
Pump Station Upgrade	\$306,800	CIP 2022
Pump Station Upgrade	\$306,800	CIP 2023
Pump Station Generator	\$50,000	CIP 2021
Pump Station Generator	\$50,000	CIP 2022
Pump Station Generator	\$50,000	CIP 2023

Source: City of Warrenton Sewer Master Plan

5. Parks and Open Space

The projects listed in Table 25 are projects in the District from the City of Warrenton's Parks Master Plan:

Table 25 - Parks Master Plan Projects in the District

Description	Estimated Cost	Plan Date
Install playground equipment at Skipanon River Park	\$60,000	CIP 2019
Install interpretive signage at Skipanon River Park	\$5,000	CIP 2019
Landscape improvements at Skipanon River Park	\$315,000	CIP 2020
Install restrooms for users of Skipanon River Park	N/A	WPMP 2010

Source: City of Warrenton Parks Master Plan

C. Social Conditions

Within the District, there are 598 tax lots shown as Residential use and 12 tax lots shown as Multi-Family. According to the US Census Bureau, American Community Survey 2013-2017 Five Year Estimates, the block groups most closely representing the District have 997 residents, 100% of whom are white.

Table 26 - Race in the District

Race		
White alone	997	100.0%
Black or African American alone	-	0.0%
American Indian and Alaska Native alone	-	0.0%
Asian alone	-	0.0%
Native Hawaiian and Other Pacific Islander alone	-	0.0%
Some other race alone	-	0.0%
Two or more races	-	0.0%
Total	997	100%

Source: American Community Survey 2013-2017 Five Year Estimates

The largest percentage of residents are between 25 to 34 years of age (18%).

Table 27 - Age in the District

Age		
Under 5 years	70	7%
5 to 9 years	121	12%
10 to 14 years	76	8%
15 to 17 years	-	0%
18 to 24 years	46	5%
25 to 34 years	180	18%
35 to 44 years	42	4%
45 to 54 years	151	15%
55 to 64 years	106	11%
65 to 74 years	89	9%
75 to 84 years	90	9%
85 years and over	26	3%
Total	997	100%

Source: American Community Survey 2013-2017 Five Year Estimates

In the block groups, 15% of adult residents have earned a bachelor's degree or higher. Another 49% have some college education without a degree, and another 26% have graduated from high school with no college experience.

Table 28 - Educational Attainment in the District

Education		
Less than high school	59	9%
High school graduate (includes equivalency)	178	26%
Some college	212	31%
Associate's degree	125	18%
Bachelor's degree	103	15%
Master's degree	7	1%
Professional school degree	-	0%
Doctorate degree	-	0%
Total	684	100%

Source: American Community Survey 2013-2017 Five Year Estimates

The most common travel time class was 10 to 19 minutes, with 41% of journeys being in this class. This was followed by the less than 10 minutes travel time class, which represented 34% of journeys.

Table 29 - Travel Time to Work in the District

Travel time to work		
Less than 10 minutes	134	34%
10 to 19 minutes	160	41%
20 to 29 minutes	69	18%
30 to 39 minutes	-	0%
40 to 59 minutes	9	2%
60 to 89 minutes	18	5%
90 or more minutes	-	0%
Total	390	100%

Source: American Community Survey 2013-2017 Five Year Estimates

Of the means of transportation used to travel to work, the majority, 81%, drove alone, with 10% carpooling.

Table 30 - Means of Transportation to Work in the District

Means of Transportation to Work		
Drove alone	340	81%
Carpooled	40	10%
Public transportation (includes taxicab)	10	2%
Motorcycle	-	0%
Bicycle	-	0%
Walked	-	0%
Other means	-	0%
Worked at home	31	7%
Total	421	100%

Source: American Community Survey 2013-2017 Five Year Estimates

D. Economic Conditions

1. Taxable Value of Property within the District

The estimated total assessed value of the District calculated with data from the Clatsop County Department of Assessment and Taxation for FYE 2019, including all real, personal, manufactured, and utility properties, is estimated to be \$60,136,994.

2. Building to Land Value Ratio

An analysis of property values can be used to evaluate the economic condition of real estate investments in a given area. The relationship of a property's improvement value (the value of buildings and other improvements to the property) to its land value is generally an accurate indicator of the condition of real estate investments. This relationship is referred to as the "Improvement to Land Value Ratio," or "I:L." The values used are real market values. In urban renewal areas, the I:L is often used to measure the intensity of development or the extent to which an area has achieved its short- and long-term development objectives.

Table 31 shows the improvement to land ratios (I:L) for properties within the District. In the District 440 parcels representing 38% of the acreage have I:L ratios less than 1.0. In other words, the improvements on these properties are worth less than the land they sit on. A reasonable I:L ratio for properties in the District is 2.0. Only 352 of the 1,106 parcels in the District, totaling 12% of the acreage have I:L ratios of 2.0 or more in FYE 2019. In summary, the District is underdeveloped and not contributing significantly to the tax base in Warrenton.

Table 31 - Improvement to Land Ratios in the District

Improvement to Land Ratio	Parcels	Acreage	Percent of Acreage
Exempt	167	223.43	34.39%
No Improvement Value	335	191.70	29.51%
0.01-0.50	48	35.22	5.42%
0.51-1.00	57	20.01	3.08%
1.01-1.50	78	65.52	10.09%
1.51-2.00	69	35.36	5.44%
2.01-2.50	53	18.96	2.92%
2.51-3.00	35	17.59	2.71%
3.01-4.00	62	22.83	3.51%
> 4.00	202	18.99	2.92%
Total	1,106	649.60	100.00%

Source: Compiled by Elaine Howard Consulting, LLC with data from the Clatsop County Department of Assessment and Taxation (FYE 2019)

E. Impact on Municipal Services

The fiscal impact of tax increment financing on taxing districts that levy taxes within the District (affected taxing districts) is described in Section VII of this Report. This subsection discusses the fiscal impacts resulting from potential increases in demand for municipal services.

The projects being considered for future use of urban renewal funding are for development and redevelopment of commercial and residential properties, downtown improvements including paving the Fire Station parking lot, undergrounding utilities, marina improvements, sewer main extension, gateways and plan administration. The use of tax increment allows the city to add an additional funding source to the City of Warrenton general fund or system development charges (SDC) funds to allow these projects to be completed.

It is anticipated that these improvements will catalyze development on the undeveloped and underdeveloped parcels in the District. This development will require city services. However, since the property is within the city limits, the city has anticipated the need to provide services to the District. As the development will be new construction, it will be up to current building code and will aid in any fire protection needs.

The financial impacts from tax increment collections will be countered by future economic development and, in the future, adding future increased increases in assessed value to the tax bases for all taxing jurisdictions, including the city.

XI. REASONS FOR SELECTION OF EACH URBAN RENEWAL AREA IN THE PLAN

The reason for selecting the District is to provide the ability to fund projects and programs necessary to cure blight within the District. This does not change in this Amendment.

XII. RELOCATION REPORT

There is no relocation report required for the Plan. No specific acquisitions that would result in relocation benefits have been identified. However, if property is acquired that requires relocation, the WURA shall comply with applicable relocation requirements.

Warrenton Urban Renewal Plan

Amended and Restated in 2019

October 8, 2019



Original Plan Adopted by the City of Warrenton, August 28, 2008 by Ordinance NO. 1112-A

Original Plan prepared by the Benkendorf Associates and Johnson Gardner, LLC

If Amendments are made to the Plan, the Resolution or Ordinance Number and date will be listed here. The amendment will be incorporated into the Plan and noted through a footnote.

LIST OF PARTICIPANTS

Mayor

Henry Balensifer III

City Commission

Pam Ackley, Position No. 1

Mark Baldwin, Position No. 2

Tom M. Dyer, Position No. 3

Rick Newton, Position No. 4

Planning Commission

Tommy Smith, Position 1

Christine Bridgens, Position 2

Chris Hayward, Vice Chair, Position 3

Mike Moha, Position 4

Ken Yuill, Position 5

Paul Mitchell, Chair, Position 6

Ryan Lampi, Position 7

City Manager

Linda Engbretson

Assistant City Manager/Community Development Director

Kevin A. Cronin, AICP

Consulting Team

Elaine Howard Consulting, LLC

Elaine Howard

Scott Vanden Bos

Tiberius Solutions, LLC

Nick Popenuk

Ali Danko

Rob Wyman

This page left blank intentionally

TABLE OF CONTENTS

I.	DEFINITIONS	1
II.	INTRODUCTION	3
III.	MAXIMUM INDEBTEDNESS	5
IV.	PLAN GOALS	6
V.	URBAN RENEWAL PROJECT CATEGORIES	10
VI.	URBAN RENEWAL PROJECTS	10
VII.	AMENDMENTS TO PLAN	12
VIII.	PROPERTY ACQUISITION AND DISPOSITION	13
IX.	RELOCATION METHODS	15
X.	TAX INCREMENT FINANCING OF PLAN	16
XI.	ANNUAL REPORT	17
XII.	RELATIONSHIP TO LOCAL OBJECTIVES	20
XIII.	APPENDIX A: LEGAL DESCRIPTION	28

I. DEFINITIONS

“Agency” means the Warrenton Urban Renewal Agency (WURA). This Agency is responsible for administration of the urban renewal plan.

“Area” means the properties and rights-of-way located with the Warrenton Urban Renewal Boundary.

“Blight” is defined in ORS 457.010(1)(A-E) and identified in the ordinance adopting the urban renewal plan.

“Board of Commissioners” means the Clatsop County Board of Commissioners.

“City” means the City of Warrenton, Oregon.

“City Commission” means the Warrenton City Commission.

“Comprehensive Plan” means the City of Warrenton comprehensive land use plan and its implementing ordinances, policies, and standards.

“County” means Clatsop County, Oregon.

“District” means the Warrenton Urban Renewal District.

“Fiscal year” means the year commencing on July 1 and closing on June 30.

“Frozen base” means the total assessed value including all real, personal, manufactured, and utility values within an urban renewal area at the time of adoption. The county assessor certifies the assessed value after the adoption of an urban renewal plan.

“Increment” means that part of the assessed value of a taxing district attributable to any increase in the assessed value of the property located in an urban renewal area, or portion thereof, over the assessed value specified in the certified statement.

“Maximum indebtedness” means the amount of the principal of indebtedness included in a plan pursuant to ORS 457.190 and does not include indebtedness incurred to refund or refinance existing indebtedness.

“ORS” means the Oregon revised statutes and specifically Chapter 457, which relates to urban renewal.

“Planning Commission” means the Warrenton Planning Commission.

“Revenue sharing” means sharing tax increment proceeds as defined in ORS 457.470.

“Tax increment financing (TIF)” means the funds that are associated with the division of taxes accomplished through the adoption of an urban renewal plan.

“Tax increment revenues” means the funds allocated by the assessor to an urban renewal area due to increases in assessed value over the frozen base within the area.

“UGB” means urban growth boundary.

“Urban renewal area” means a blighted area included in an urban renewal plan or an area included in an urban renewal plan under ORS 457.160.

“Urban renewal plan” or “Plan” means a plan, as it exists or is changed or modified from time to time, for one or more urban renewal areas, as provided in ORS 457.085, 457.095, 457.105, 457.115, 457.120, 457.125, 457.135 and 457.220.

“Urban renewal project” or “Project” means any work or undertaking carried out under ORS 457.170 in an urban renewal area.

“Urban renewal report” or “Report” means the official report that accompanies the urban renewal plan pursuant to ORS 457.085(3).

II. INTRODUCTION

The Warrenton Urban Renewal Plan (Plan) was developed for the Warrenton City Commission (City Commission). The Plan was revised in 2019 to increase the maximum indebtedness and add projects and programs. The timeframe for completion was not changed.

A. Statement of Purpose

The original Warrenton Urban Renewal Plan was adopted in August of 2007. The original statement of purpose was:

The City of Warrenton Urban Renewal Plan (Plan) has been prepared to further encourage infill, rehabilitation, and redevelopment that is consistent with the Comprehensive Plan and Zoning Regulations adopted by the Warrenton City Commission. The Plan is intended to guide the provision of infrastructure necessary for the orderly and proper improvement and redevelopment of the Warrenton Urban Renewal District (District). Through implementation of the Plan, economic development will be stimulated by the elimination of blighting conditions, provision of supporting public facilities, and general improvements in the overall appearance, condition and function of the downtown, marina and the area in its entirety.

B. Plan Overview

In "late 2017" the City of Warrenton pursued an evaluation of the status of the current Warrenton Urban Renewal Plan (Plan). Somewhat uniquely, the Warrenton Urban Renewal Plan has significantly outperformed the projections from the initial Plan and Report on the Warrenton Urban Renewal Plan (Report). The improvements made by the investments from the projects in the Plan have been able to draw large investments to the District. This large increase in assessed value has also allowed the District to complete projects at a faster rate than projected in the Plan, lowering the costs of those projects as the inflationary costs were lowered by completing them at an earlier date.

The maximum indebtedness of \$7,134,597, or amount that can be spent on projects, programs, and administration, was projected to be reached by FYE 2020. From FYE 2020 the District would no longer be able to complete significant projects, having only approximately \$350,000 remaining for project activities in FY 2019/2020. After FYE 2020, the District would only pay debt service on loans taken out in preceding years. The original projections were for the District to go until FYE 2028.

Taken together, the successful performance of the District and the fact that the District would not be able to continue projects after FYE 2020 (it would essentially be a debt payment instrument for the years after FYE 2020), both a minor and substantial amendment to the Plan were considered by the City Commission. After their review, the amendment proposed by the City Commission had two main thrusts, 1) to bring the Plan up to current standards and add new projects that have become necessary since

the initial Plan authoring, and 2) increasing the maximum indebtedness to allow for projects to be completed after FYE 2020. The City Commission chose to increase the maximum indebtedness of the Plan and add specific projects to achieve the original purpose of the urban renewal area.

The District, shown in Figure 1, consists of approximately 928 total acres: 649.6 acres of land in tax lots and 278.4 acres of public rights-of-way. It is anticipated that the Plan will take 20 years of tax increment collections to implement, the same timeframe as the original Plan. The maximum amount of indebtedness (amount of tax increment financing (TIF) for projects and programs) that may be issued for the Plan is increased to \$11,934,815 (*Eleven Million Nine Hundred Thirty Four Thousand Eight Hundred and Fifteen dollars*).

Detailed goals and objectives developed by the community for this Plan are intended to guide TIF investment in the District over the life of the Plan. The project category descriptions and list of projects are intended to aid future decision makers when considering how best to expend funds generated by TIF. The Plan is to be administered by the Warrenton Urban Renewal Agency (WURA). Substantial amendments to the Plan must be approved by the City Commission as outlined in Section IX. All amendments to the Plan are to be listed numerically on the front page of the Plan and then incorporated into the Plan document and noted by footnote with an amendment number and adoption date.

C. Urban Renewal Overview

Urban renewal allows for the use of tax increment financing, a financing source that is unique to urban renewal, to fund its projects. Tax increment revenues— the amount of property taxes generated by the increase in total assessed values in the urban renewal district from the time the urban renewal district is first established— are used to repay borrowed funds. The borrowed funds are used to pay for urban renewal projects and cannot exceed the maximum indebtedness amount set by the urban renewal plan.

The purpose of urban renewal is to improve specific areas of a city that are poorly developed or underdeveloped, called blighted areas in ORS 457. These areas can have old or deteriorated buildings, public spaces that need improvements, streets and utilities in poor condition, a complete lack of streets and utilities altogether, or other obstacles to development.

In general, urban renewal projects can include construction or improvement of streets, utilities, and other public facilities; assistance for rehabilitation or redevelopment of property; acquisition and re-sale of property (site assembly) from willing sellers; and improvements to public spaces. The District meets the definition of blight due to its infrastructure deficiencies and underdeveloped properties. These blighted conditions are specifically cited in the ordinance adopting the Plan and described in detail in the accompanying Urban Renewal Report (Report).

The Report accompanying the Plan contains the information required by ORS 457.085, including:

- A description of the physical, social, and economic conditions in the area;
- Expected impact of the Plan, including fiscal impact in light of increased services;
- Reasons for selection of the Plan area;
- The relationship between each project to be undertaken and the existing conditions;
- The estimated total cost of each project and the source of funds to pay such costs;
- The estimated completion date of each project;
- The estimated amount of funds required in the area and the anticipated year in which the debt will be retired;
- A financial analysis of the Plan;
- A fiscal impact statement that estimates the impact of tax increment financing upon all entities levying taxes upon property in the urban renewal area; and
- A relocation report.

The relationship between the sections of the Plan and the ORS 457.085 requirements is shown in Table 1. The specific reference in the table below is the section of this Plan that primarily addresses the statutory reference. There may be other sections of the Plan that also address the statute.

Table 1 - Statutory References

Statutory Requirement	Plan Section
ORS 457.085(2)(a)	V, VI
ORS 457.085(2)(b)	V, VI
ORS 457.085(2)(c)	XIII
ORS 457.085(2)(d)	XII
ORS 457.085(2)(e)	XII
ORS 457.085(2)(f)	IX
ORS 457.085(2)(g)	VIII
ORS 457.085(2)(h)	III
ORS 457.085(2)(i)	VII
ORS 457.085(2)(j)	Not applicable

III. MAXIMUM INDEBTEDNESS

Maximum indebtedness is the total amount of money that can be spent on projects, programs and administration throughout the life of the Plan. The maximum amount of indebtedness that may be issued or incurred under the Plan, based upon good faith estimates of the scope and costs of projects in the Plan and the schedule for their completion is \$11,934,815 (*Eleven Million Nine Hundred Thirty Four Thousand Eight Hundred and Fifteen dollars*). This amount is the principal of such indebtedness and

does not include interest or indebtedness incurred to refund or refinance existing indebtedness or interest earned on bond proceeds. It does include initial bond financing fees and interest earned on tax increment proceeds, separate from interest on bond proceeds.

IV. PLAN GOALS

The goals of the Plan represent its basic intents and purposes. Accompanying each goal are objectives, which generally describe how the WURA intends to achieve each goal. The urban renewal projects identified in Sections V and VI of the Plan are the specific means of meeting the objectives. The goals and objectives will be pursued as economically as is feasible and at the discretion of the WURA. The goals and objectives are not listed in any order of importance or priority.

A. Goals and Objectives

The primary goal of the Plan is to improve the economic health, condition, and appearance of the District and to eliminate existing blight and blighting influences in order to strengthen the Warrenton economy. The following goals and objectives more specifically identify the purposes of the Warrenton Urban Renewal Plan but shall not preclude the ability of the WURA to consider or develop other appropriate project improvements within the District.

B. Overall Objective for the Urban Renewal District

The Plan should provide for a more attractive shopping, dining, living, working and recreating environment. The improvements to the streetscape and utilities, redevelopment of under-utilized properties and new businesses and residences will provide for a variety of shopping and living opportunities, improved marina facilities, and a unique mixed-use central area. The adequate provision of utilities to the entire area will assure that the quality of ground water is preserved, sanitary waste is properly treated and storm water is managed in a manner that enhances downstream water quality.

C. Accomplishing Overall Objective

Goal 1. A shared "vision" of the Downtown and Marina as a unique mixed-use area for shopping, living, dining, civic activities and artistic endeavors

Objectives:

- a) Utilize the 2001 Community Visioning Project as a basis for "branding" the downtown, marina and the city as a whole
- b) Prepare design standards based on a "Brand" for the downtown and the marina. Implement specific projects in the downtown area that will complement business and building/land owner's efforts to create an inviting and attractive shopping, living and dining experience.

- c) Develop "gateways" to the downtown and the marina on South Main Avenue and East Harbor Street.
- d) Promote the improvement of downtown store-fronts by offering low interest loans and small grants as an incentive to building owners and businesses.
- e) *Assist and empower volunteer led efforts to improve and revitalize downtown (RDI Downtown Action Group).*
- f) Provide business assistance programs to incentivize business development.
 - o *Feasibility and gap finance program*
 - o *Business loan guarantee program*

Goal 2. To Prepare Master Plans for the Downtown and Warrenton Marina.

Objectives:

- a) Prepare a master plan for the Downtown that will create a unique mixed use area and community center.

Projects could include:

1. Pedestrian friendly streetscape improvements and parking
2. Acquisition and redevelopment of vacant/under-utilized properties.
3. Bike and pedestrian trails with portals, bike trail-heads with directional signage, restrooms, rest areas, etc.
4. Tourist oriented directional signage
5. Underground/reconfigure electric poles, *utilities*

Prepare a Master Maintenance and Improvement Plan for the Warrenton Marina that will upgrade the quality and attractiveness of the facilities and serve as a magnet for other commercial activities.

Projects could include:

1. New floats and access ramps
2. Parking and pedestrian pathways
3. Restrooms and fish cleaning station
4. Acquire specific properties adjacent to the marina in order to redevelop lands with complementary uses.
5. *Construct a public pier.*

Goal 3. A utilization of the District's programs and funds to facilitate the expansion of existing businesses and attract new businesses.

Objectives:

- a) Create a package of programs to assist business and building/land owners improve the appearance and economic value of their properties and businesses.

Goal 4. An Inventory of the public improvement deficiencies in the area including: storm drainage, streets, sidewalks, lighting and sewer and water services *and fire*

district parking lot. Based on the inventory, prepare a Master Plan and Phasing Schedule to improve/mitigate the deficiencies

Objectives:

- a) Complete streetscape improvements in the downtown by 2010.
- b) Relocate the public works yard from the downtown to a more suitable location and redevelop the site for commercial or medium density residential uses.
- c) Complete marina improvements such as: floats, parking, lighting by 2012.
- d) Extend sanitary sewer services to the land area adjacent to South Main Avenue and south of the high school.
- e) Storm water drainage should be a very high priority infrastructure improvement in the downtown and other areas within the District.
- f) Expand the existing fire station or build a new one as the need is identified during the urban renewal planning period.
- g) *Pave the Fire Station parking lot.*

Goal 5. To maximize the District tax increment revenues with state and federal grants and loans for specific project purposes.

Objectives:

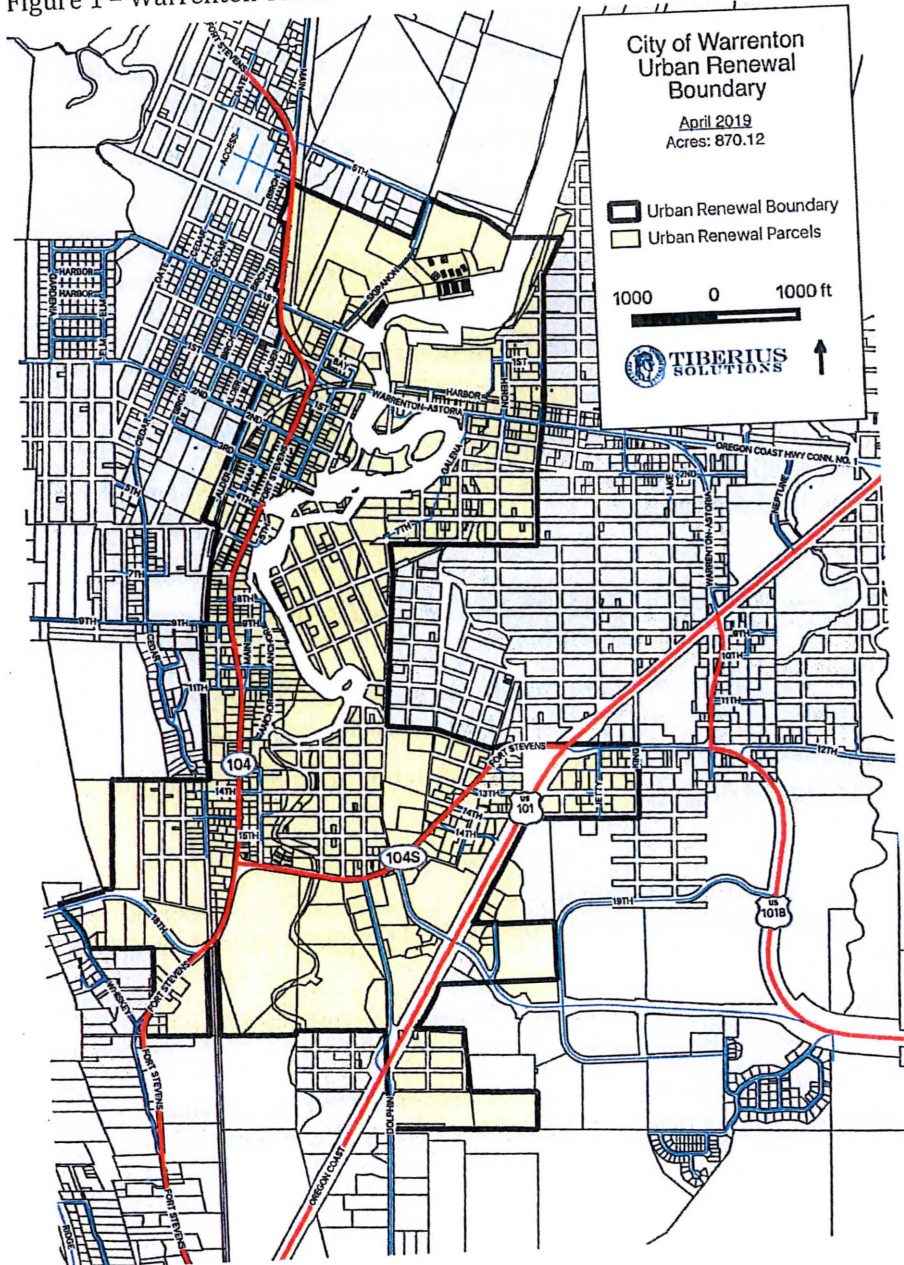
- a) Obtain a state grant from the Oregon State Marine Board to prepare a marina master plan *and rebuild Warrenton Marina.*
- b) Utilize TIF funds to leverage street improvements by Oregon Department of Transportation (ODOT) on South Main Avenue and East Harbor Street.

Goal 6. To improve the quality of existing residences within the District by offering a package of home improvement programs

Objectives:

- a) Identify public infrastructure needs in the residential areas such as sidewalks, curb and gutter, lighting, street trees and signage and prepare a phased program for installation.
- b) Craft a low interest loan program to facilitate housing rehabilitation and improvement consistent with city code.
- c) Design and implement an Affordable Housing Program within the District. Habitat for Humanity should be consulted and involved in the program if possible.

Figure 1 - Warrenton Urban Renewal Plan District Boundary



Source: Tiberius Solutions, LLC

V. URBAN RENEWAL PROJECT CATEGORIES

The projects within the District fall into the following categories:

- *Gateway Improvements.*
- *Public Improvements.*
- *Pedestrian/Bicycle Improvements.*
- *Business and Residential Rehabilitation Programs.*
- *Property Acquisition*
- *Marina Improvements*
- *Planning, Administration and Planning Activities.*

VI. URBAN RENEWAL PROJECTS

Urban renewal projects authorized by the Plan are described below.

A. Types of Projects

To encourage rehabilitation and redevelopment of commercial and residential land and aid in the retention of existing business and attraction of new businesses, the WURA may improve or construct public facilities and utilities including but not limited to streets, sidewalks, restrooms, marina docks, parking areas and pedestrian amenities. Improvements may occur within public rights-of-way, easements, or on public property. The WURA will work with public and private utilities to make the necessary modifications and adjustments to implement the objectives of the plan.

B. Urban Renewal Projects

The following projects have been identified to achieve the objectives of the Urban Renewal Plan. There is an overall need to improve the infrastructure in all of these areas to facilitate the proposed and potential new development and to encourage rehabilitation and redevelopment of the downtown, marina and residential areas.

1. Gateway Improvements

Gateway Improvements – Design and construct gateways to the Downtown and the Marina on S. Main Avenue and E. Harbor Street.

2. Public Improvements

Existing Conditions Inventory – Inventory the public improvement deficiencies in the District including: storm drainage, streets, sidewalks, lighting, storm and sanitary sewer and water services.

Inventory Implementation – Based on the inventory begin a phased schedule to correct the deficiencies with storm drainage improvements in the downtown requiring the highest priority, but also including water improvements and sewer improvements throughout the District, including but not limited to water line upgrades.

Downtown Amenities – Improve the downtown image and attractiveness by landscaping, benches, waste receptacles, lighting, art and other aesthetically pleasing amenities.

Fire Station Improvements – *Pave the parking lot at the Fire Station.*

Undergrounding Utilities – *Underground and reconfigure utilities South Main Street and Main Avenue from Harbor Street to 2nd Avenue.*

3. Pedestrian/Bicycle Improvements

Streetscape Improvements – Provide pedestrian friendly streetscape improvements in the downtown, including but not limited to SW 4th Street and from the Harbor to the Highschool.

Trails and Amenities – Develop bike and pedestrian trails with trailheads and restrooms, directional signage and rest areas.

4. Business and Residential Rehabilitation Programs

Building Improvement Program – Establish and manage low interest loan and small grant programs for businesses and residents to improve their appearance and condition.

Business Loan Program – *Develop a program to provide business loan guarantees.*

Encouragement of Development and Redevelopment – *Develop a grant/loan program to provide feasibility and gap financing for property development and redevelopment.*

The WURA may establish policies and guidelines and administer such loan and grant programs without amendment of the Plan.

5. Property Acquisition

Property Acquisition – Acquisition and assembly of key properties for redevelopment. Projects are listed in detail by phase in the Urban Renewal Report.

6. Marina Improvements

Marina Master Plan – Prepare Master Improvement and Maintenance Plan

Fish Cleaning Station – Design and construct a fish cleaning station.

Dock Improvements – Design and construct Marina dock improvements.

Public Restrooms – Design and construct public restrooms.

Pier Improvements – Design and construct public pier improvements.

7. Administration

Planning, Administration, and Planning Activities – This project category authorizes any administrative expenses associated with the District, any special studies that may be needed to develop the District and any planning activities associated with such development, including but not limited to zone changes, economic development strategy, or master improvement plans.

VII. AMENDMENTS TO PLAN

The Plan may be amended as described in this section.

A. *Substantial Amendments*

Substantial Amendments, in accordance with ORS 457.085(2)(i), shall require the same notice, hearing, and approval procedure required of the original Plan, under ORS 457.095, including public involvement, consultation with taxing districts, presentation to the WURA the Planning Commission, and adoption by the City Council by non-emergency ordinance after a hearing. Notice of such hearing shall be provided to individuals or households within the City of Warrenton, as required by ORS 457.120. Notice of adoption of a Substantial Amendment shall be provided in accordance with ORS 457.095 and 457.115.

Substantial Amendments are amendments that:¹

1. Add land to the urban renewal area, except for an addition of land that totals not more than 1% of the existing area of the urban renewal area; or
2. Increase the maximum amount of indebtedness that can be issued or incurred under the Plan.

B. *Minor Amendments*

Minor Amendments are amendments that are not Substantial Amendments as defined in this Plan and in ORS 457. Minor Amendments require approval by the WURA by resolution.

C. *Amendments to the Warrenton Comprehensive Plan and/or Warrenton Development Code.*

Amendments to the Warrenton Comprehensive Plan and/or Development Code that affect the Plan and/or the District shall be incorporated automatically within the Plan without any separate action required by the WURA or City Council

¹ Unless otherwise permitted by state law, no land equal to more than 20 percent of the total land area of the original Plan shall be added to the urban renewal area by amendments, and the aggregate amount of all amendments increasing the maximum indebtedness may not exceed 20 percent of the Plan's initial maximum indebtedness, as adjusted, as provided by law.

VIII. PROPERTY ACQUISITION AND DISPOSITION

The Plan authorizes the acquisition and disposition of property as described in this section. Property includes any and all interests in property, including fee simple ownership, lease, easements, licenses, or other rights to use. If property is acquired it will be identified in the Plan through a Minor Amendment, as described in Section VII. Identification of property to be acquired and its anticipated disposition is required by ORS 457.085(g).

A. Property Acquisition For Public Improvements

The WURA may acquire any property within the District for the public improvement projects undertaken pursuant to the Plan by all legal means, including use of eminent domain. Good faith negotiations for such acquisitions must occur prior to institution of eminent domain procedures.

B. Property Acquisition From Willing Sellers

The Plan authorizes the WURA acquisition of any interest in property within the District that the WURA finds is necessary for private redevelopment, but only in those cases where the property owner wishes to convey such interest to the WURA. The Plan does not authorize the WURA to use the power of eminent domain to acquire property from a private party to transfer property to another private party for private redevelopment. Property acquisition from willing sellers may be required to support development of projects within the District. *To this end, the Agency may acquire additional property in the downtown to further the objectives of the URA Plan.*

C. Land Disposition

The WURA will dispose of property acquired for a public improvement project by conveyance to the appropriate public agency responsible for the construction and/or maintenance of the public improvement. The WURA may retain such property during the construction of the public improvement.

The WURA may dispose of property acquired under Subsection B of this Section VI by conveying any interest in property acquired. Property shall be conveyed at its fair reuse value. Fair reuse value is the value, whether expressed in terms of rental or capital price, at which the urban renewal agency, in its discretion, determines such land should be made available in order that it may be developed, redeveloped, cleared, conserved, or rehabilitated for the purposes specified in the Plan. Because fair reuse value reflects limitations on the use of the property to those purposes specified in the Plan, the value may be lower than the property's fair market value.

Where land is sold or leased, the purchaser or lessee must agree to use the land for the purposes designated in the Plan and to begin and complete the building of its improvements within a period of time that the WURA determines is reasonable. *The Agency*

may develop public private partnerships to develop and dispose of the "Petersen" property, Fire Station Parking Lot, and/or Public Works Yard.

IX. RELOCATION METHODS

When the WURA acquires occupied property under the Plan, residential or commercial occupants of such property shall be offered relocation assistance, as required under applicable state law. Prior to such acquisition, the WURA shall adopt rules and regulations, as necessary, for the administration of relocation assistance. No specific acquisitions that would result in relocation benefits have been identified; however, there are plans to acquire land for infrastructure which may trigger relocation benefits in the future in the District.

X. TAX INCREMENT FINANCING OF PLAN

Tax increment financing consists of using annual tax increment revenues to make payments on debt, usually in the form of bank loans or revenue bonds. The proceeds of the bonds are used to finance the urban renewal projects authorized in the Plan. Bonds may be either long-term or short-term.

Tax increment revenues equal most of the annual property taxes imposed on the cumulative *increase* in assessed value within an urban renewal area over the total assessed value at the time an urban renewal plan is adopted. (Under current law, the property taxes for general obligation (GO) bonds and local option levies approved after October 6, 2001 are not part of the tax increment revenues.)

A. General Description of the Proposed Financing Methods

The Plan will be financed using a combination of revenue sources. These include:

- Tax increment revenues;
- Advances, loans, grants, and any other form of financial assistance from federal, state, or local governments, or other public bodies;
- Loans, grants, dedications, or other contributions from private developers and property owners, including, but not limited to, assessment areas; and
- Any other public or private source.

Revenues obtained by the WURA will be used to pay or repay the costs, expenses, advancements, and indebtedness incurred in (1) planning or undertaking project activities, or (2) otherwise exercising any of the powers granted by ORS Chapter 457 in connection with the implementation of this Plan.

B. Tax Increment Financing

The Plan may be financed, in whole or in part, by tax increment revenues allocated to the WURA, as provided in ORS Chapter 457. The ad valorem taxes, if any, levied by a taxing district in which all or a portion of the District is located, shall be divided as provided in Section 1c, Article IX of the Oregon Constitution, and ORS 457.440. Amounts collected pursuant to ORS 457.440 shall be deposited into the unsegregated tax collections account and distributed to the WURA based upon the distribution schedule established under ORS 311.390.

C. Prior Indebtedness

Any indebtedness permitted by law and incurred by the WURA or the City of Warrenton in connection with preparation of this Plan or prior planning efforts related to this Plan may be repaid from tax increment revenues from the District when and if such funds are available.

D. Debt Management

The WURA will not issue debt unless it reasonably projects that repayment of all outstanding debt will occur no later than June 30, 2028. The WURA therefore anticipates terminating the collection of tax increment revenues in FY 2027/2028.

XI. ANNUAL REPORT

The WURA will compile an annual report pursuant to ORS 457.460.

Figure 2 – Warrenton Urban Renewal District Zoning Designations

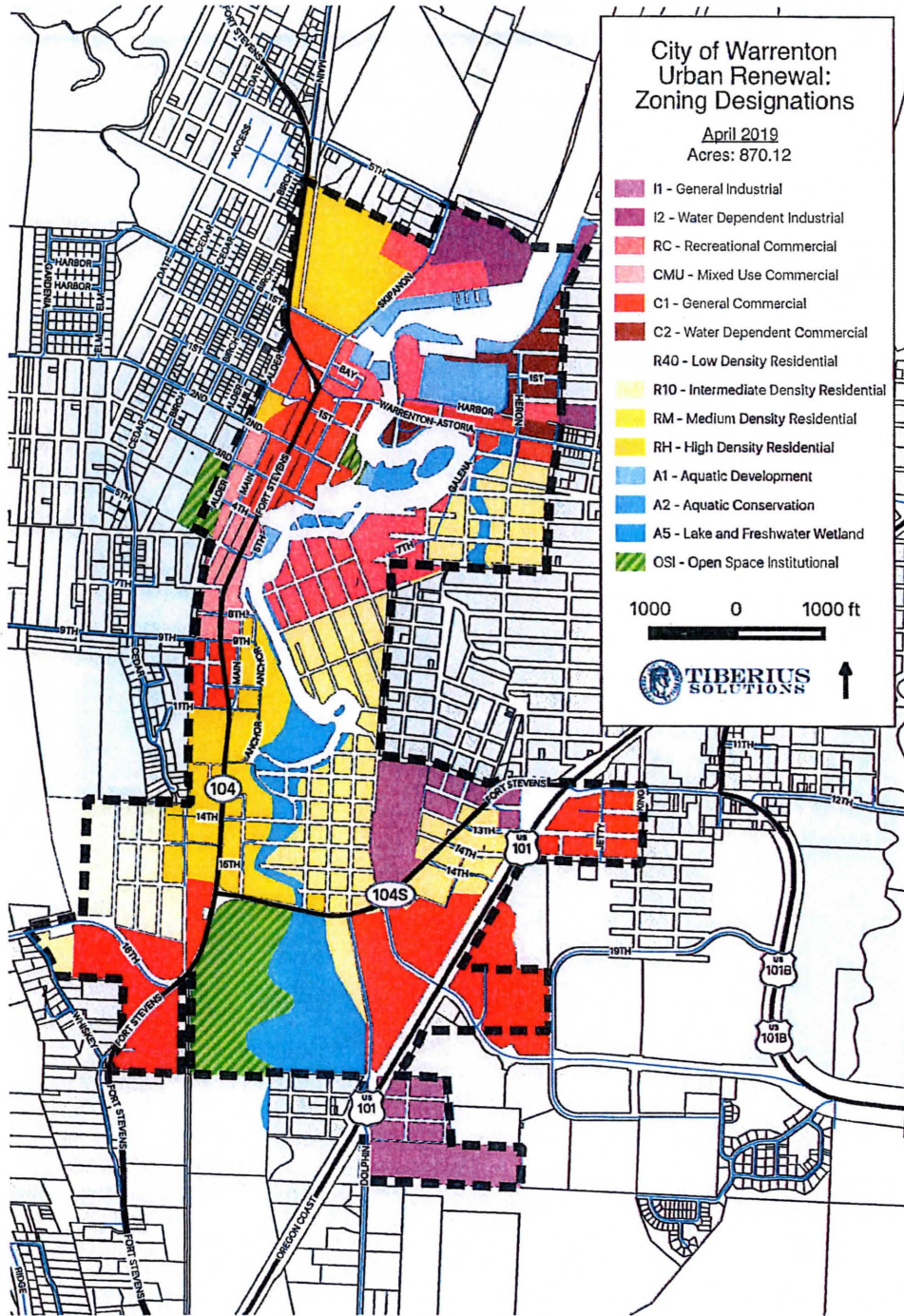
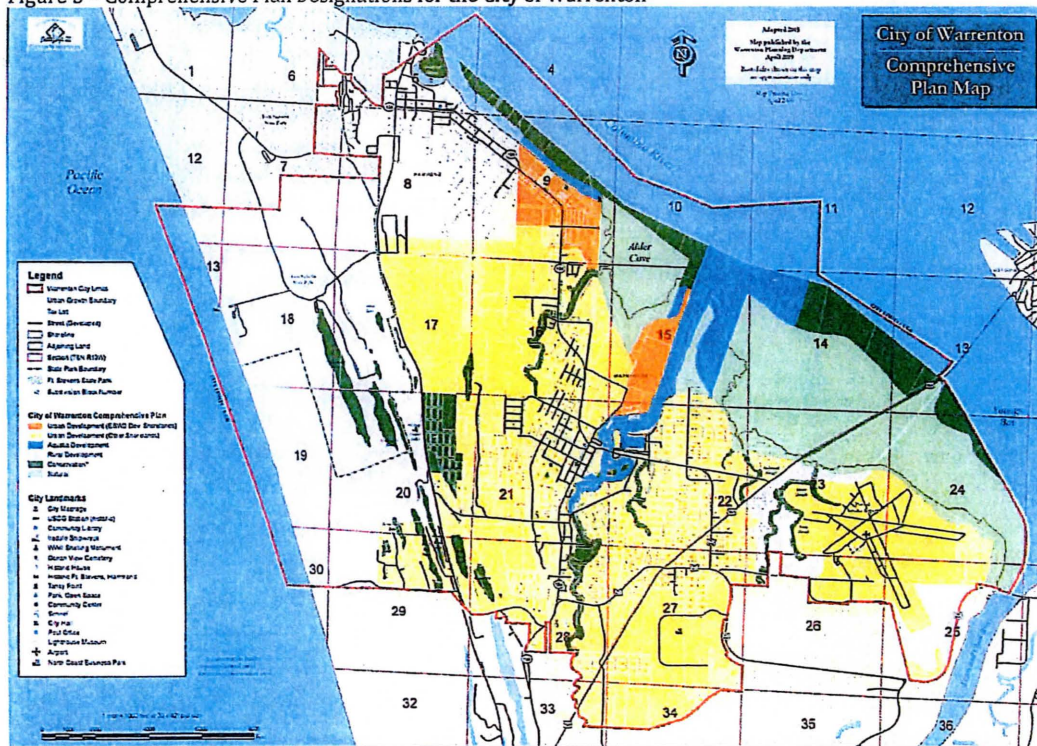


Figure 3 – Comprehensive Plan Designations for the City of Warrenton



Source: City of Warrenton

XII. RELATIONSHIP TO LOCAL OBJECTIVES

ORS 457.085 requires that the Plan conform to local objectives. This section provides that analysis. Relevant local planning and development objectives are contained within the Warrenton Comprehensive Plan and Development Code and Economic Vitality Roadmap. The following section describes the purpose and intent of these plans, the main applicable goals and policies within each plan, and an explanation of how the Plan relates to the applicable goals and policies.

The numbering of the goals and policies within this section reflects the numbering that occurs in the original document. *Italicized text* is text that has been taken directly from an original document.

Comprehensive Plan designations for all land in the District are shown in Figure 2. All proposed land uses conform to Figure 2. Maximum densities and building requirements for all land in the District are contained in the Development Code.

A. Warrenton Comprehensive Plan

As the Comprehensive Plan is updated in the future, this document will automatically incorporate those updates without the Plan having to be formally amended. If a substantial amendment is completed in the future, this section of the Plan should be updated at that point.

The numbering of the policies within this section reflects the numbering that occurs in the original document.

Article 2. Community Development

Plan Details

SECTION 2.200 GOAL

Establish sound basic concepts for community development which will encourage appropriate and balanced urban growth.

Finding

The Plan conforms to the Community Development Goal as the projects in the Plan will improve the infrastructure, community amenities, businesses and residences within the District.

Article 3. Land and Water Use

Plan Details

SECTION 3.290 GOALS

Achieve efficient and well-integrated development patterns that meet the needs of residents and property owners with a variety of incomes and housing needs, are compatible with natural features, and are consistent with the City's ability to provide adequate services.

Section 3.310 Residential lands

(1) It is the City's policy to encourage the development of housing needed to accommodate desired growth, and to provide every Warrenton household with the opportunity to obtain a decent home in a suitable neighborhood. Residential construction shall occur primarily in the following four types of areas: High Density Residential, Medium Density Residential, Intermediate Density Residential, Low Density Residential.

Section 3.320 Commercial Lands

(1) It is the City's policy to promote convenient and attractive commercial areas that, along with other commercial facilities in the County, provide an adequate level of trade and services for local citizens, other County residents and tourists. Commercial enterprises may be permitted in these three kinds of areas: Marine Commercial Shorelands, Recreational-Commercial, General Commercial.

Section 3.330 Industrial Lands

(1) It is the City's policy to support the establishment of a variety of well-designed industrial facilities in appropriate locations in order to expand employment opportunities, make use of land best suited for industry, increase the local tax base and insure a stable economy. Industrial development shall take place in the following areas: General Industrial, Water-Dependent Industrial Shoreland.

Section 3.340 Agriculture, Forestry, Wetlands and Open Space

(1) Open Space: It is the City's policy to encourage efficient urban development, protect environmentally sensitive areas, and otherwise benefit the public by setting aside appropriate

locations for open space, agriculture and forestry. Rural development and conservation areas or zones, described elsewhere in this plan, include important open-space tracts, such as portions of Fort Stevens State Park. Cluster development, appropriate landscaping and other efforts to preserve open space are encouraged in urban development areas. The extensive estuarine areas within the City limits and UGB are a significant open space resource.

(4) Wetlands: The City is preparing a Wetland Conservation Plan to guide management of the extensive areas of non-tidal wetlands in the City and UGB Area. Tidal wetlands are addressed in Article 5 of this Plan.

(5) The purpose of the Open Space & Institutional zone is to provide for development, use and management of parks, school grounds, golf courses, cemeteries and other relatively large tracts of publicly-used land.

Finding

The Plan conforms to the Land and Water Use Goal as the projects in the Plan will improve the infrastructure, community amenities, businesses and residences within the District including residential, commercial and industrial lands.

Article 4. Natural Features

Plan Details

SECTION 4.200 GOALS

(1) Protect, conserve, develop where suitable and appropriate, and restore Warrenton's land, water, and air resources.

(2) Recognize the value of these resources for specific types of urban uses and activities, the economy, fish and wildlife habitat, recreation and aesthetics.

(3) Reduce the hazard to human life and property and the adverse affects on natural resources resulting from the use of land, water and air in the Warrenton area.

Finding

The Plan conforms to the Natural Features Goal as the projects in the marina will recognize the value of the natural features and provide amenities to allow the public to enjoy those features.

Article 5. Columbia River Estuary and Estuary Shorelands

Plan Details

SECTION 5.200 GOALS

(1) Recognize and protect the unique environmental, economic, and social values of the Columbia River Estuary, and its associated wetlands and shorelands.

(2) Protect, maintain, restore where appropriate, and develop where appropriate the long-term environmental, economic and social values, diversity and benefits of the Columbia River Estuary, and its associated wetlands and shorelands.

Section 5.323 Public Access

(2) Public access in urban areas shall be preserved and enhanced through water-front restoration and public facilities construction, and other actions consistent with Warrenton's public access plan.

(5) Warrenton will develop and implement programs for increasing public access.

Finding

The Plan conform to the Columbia River Estuary and Estuary Shorelands Goal as the projects in the marina will provide amenities to allow the public to enjoy the District.

Article 7. Community Facilities and Services

Plan Details

SECTION 7.200 GOAL

Develop a timely, orderly and efficient arrangement of public facilities and services which will serve as a framework for development and, to the extent practical, meet the needs of local citizens and others dependent on these facilities and services.

SECTION 7.300 POLICIES

Section 7.310 Community Facilities and Services

(1) It is the City's policy to help meet community needs by establishing a capital improvements program, using appropriate site acquisition methods, carefully selecting service activities and undertaking other desirable actions.

(2) The City will continue to make necessary improvements to its community facilities and services as the need for such improvements dictate, and to the extent funding sources or mechanism are available.

Finding

The Plan conforms to the Community Facilities Goal as the projects for the Fire Station, the undergrounding of utilities and other infrastructure projects including the sewer main extension will improve the District.

Article 8. Transportation

Plan Details

SECTION 8.200 GOAL

Encourage and help provide a safe, convenient, well-maintained and economic transportation system that recognizes the relationship of the system to other land uses and takes into account the value of various modes of transportation.

Finding

The Plan conforms to the Transportation Goal as the projects for the Fire Station and other infrastructure projects including gateways and signage, street sidewalk and lighting projects will improve the transportation system in the District.

Article 9. Economy

Plan Details

SECTION 9.200 GOAL

(1) Retain, strengthen and expand the City's economic development activities to ensure that adequate land, funds, infrastructure, and services are available to meet the needs for jobs and industry.

(2) Promote cooperative economic development partnerships.

(3) Strengthen and enhance a strong commercial core within the City of Warrenton.

Finding

The Plan conforms to the Economy Goal as there are projects to assist in business retention and expansion, façade loans, signage, gateways, housing rehabilitation loans, street, sidewalk and lighting improvements will all improve conditions to support economic development in the District.

B. Warrenton Development Code

The following zoning designations exist in the District. The proposed land uses will conform to the zoning designations. The maximum densities and building requirements are included in the Warrenton Development Code and are incorporated herein.

R 40 - Low Density Residential

16.24.010 Purpose.

The Low Density Residential Zone is intended for areas which are physically isolated from the developed portions of the City, and for which extension of sewer and water services would be prohibitively expensive; however, all new sewer and water connections for a proposed development shall comply with all City regulations. Lands in this zone must be able to support development with on-site sewage disposal systems, and comply with all local, state and federal requirements. Agriculture, open space and residential uses will be permitted in this zone subject to wetlands, weak foundation soils, and active dune constraints.

R10 - Intermediate Density Residential

16.28.010 Purpose.

The purpose of the Intermediate Density Residential Zone is to provide areas within the City which have the capacity to accommodate single-family dwellings in conventional subdivisions or planned unit developments. These areas are intended for service by municipal utilities and urban type street systems, and, consequently, the residents must be willing to support the costs associated with this density of development. Certain public facilities and other nonresidential uses are permitted when desirable conditions and safeguards are satisfied. This zone includes those areas in Hammond that were in Hammond's Low Density Residential Zone (R-10).

RM - Medium Density Residential

16.32.010 Purpose.

The Medium Density Residential Zone is intended to accommodate a variety of housing types including single-family dwellings, duplexes and, where appropriate, manufactured dwelling subdivisions and manufactured dwelling parks. This intensity of residential use is envisioned for locations in the City where community services and adequate access are available. Residential densities permitted are somewhat greater than those permitted in an R-10 zone. Certain public facilities and other nonresidential uses are also permitted when

desirable conditions and safeguards are satisfied. Those lands in the Hammond area that were in the Hammond R-6 zone have been placed in this zone.

RH – High Density Residential

16.36.010 Purpose.

The High Density Residential Zone is intended to encourage the development of duplexes and other multifamily dwellings. It provides for high density uses in locations close to the downtown area or other locations which have suitable streets, utilities and other characteristics. Certain nonresidential uses are allowed if they will not detract from the character of this area. Land in the Hammond area that was in the Town's R-H zone has been placed in this zone.

C1 – General Commercial

16.40.010 Purpose.

The purpose of the General Commercial Zone is to allow a broad range of commercial uses providing products and services in the Warrenton downtown area, the Hammond business area and marina, and along the Highway 101 corridor.

CMU – Mixed Use Commercial

16.44.010 Purpose and Applicability.

A. **Purpose.** A City goal is to strengthen certain established residential areas having frontage on state highways as transition areas between commercial centers and outlying residential areas. The areas is intended to support this goal through elements of design and appropriate mixed-use development. Mixed-use development features design standards that allow residential and commercial uses to occur simultaneously on the same lot. This chapter provides standards for the orderly improvement of mixed-use commercial areas based on the following policies:

1. Use land and urban services efficiently;
2. Support a mixture of land uses to encourage walking as an alternative to driving, and provide more employment and housing options; and
3. Allow certain commercial uses amongst existing residential uses that are compatible with, and add interest to, the established residential character of the area.

B. The Commercial Mixed-Use District applies to the following area: those properties bounded by 4th and 9th Streets along S. Main Avenue (Fort Stevens Highway/State Highway 104) extending west to, and including, the easterly half of the old railroad right-of-way and extending east to the Skipanon River's A-2 (Aquatic Conservation) Zoning District.

C2 – Water Dependent Commercial

16.48.010 Purpose.

The Marine Commercial Shorelands Zone is reserved for water-dependent developments and associated uses on shorelands adjoining certain portions of the Skipanon waterway. A mixture of water-dependent uses are allowed, including commercial service and storage, and recreation-oriented uses. Marine Commercial Shoreland areas have unique characteristics that make them especially suited for water-dependent development. Characteristics that contribute to suitability for water-dependent development include:

- A. Deep water close to shore with supporting land transportation facilities suitable for ship and barge facilities.
- B. Potential for aquaculture.
- C. Protected areas subject to scour which would require little dredging for use as marinas.
- D. Potential for recreational utilization of coastal waters or riparian resources.

OSI - Open Space institutional

16.52.010 Purpose.

The purpose of the Open Space and Institutional Zone is to provide for development, use and management of parks, school grounds, golf courses, cemeteries and other relatively large tracts of publicly-used land. This zone includes those areas that were in Hammond's Recreation and Open Space Zone.

RC - Recreational Commercial

16.56.010 Purpose.

The purpose of the Recreational-Commercial Zone is to provide for water-dependent and water-related development along certain shorelands in Warrenton near the Hammond Marina and the Skipanon River marinas. Water-dependent recreational and tourist-related commercial development have the highest priority in the Recreational-Commercial Zone. Other uses may be allowed so long as they do not preempt water-dependent uses. Lands in the Town of Hammond's C-2 zone are in this zone.

I1 - General Industrial

16.60.010 Purpose.

The purpose of the General Industrial Zone is to provide sites for light, heavy, and airport-related industrial activities in the City of Warrenton. These areas are suitable for uses involving manufacturing, fabrication, processing, transshipment and bulk storage. General Industrial areas are near or adjacent to arterial transportation corridors.

I2 - Water Dependent Industrial

16.64.010 Purpose.

Water-dependent industrial shorelands areas have unique characteristics that make them especially suited for water-dependent development. Characteristics that contribute to suitability for water-dependent development include:

- A. Deep water close to shore with supporting land transportation facilities suitable for ship and barge facilities.
- B. Potential for aquaculture.
- C. Protected areas subject to scour which would require little dredging for use as marinas.
- D. Potential for recreational utilization of coastal waters or riparian resources.

Uses of water-dependent industrial shorelands areas shall maintain the integrity of the estuary and coastal waters. Water-dependent uses receive highest priority, followed by water-related uses. Uses which are not water-dependent or water-related are provided for, but only when they do not foreclose options for future higher priority uses and do not limit the potential for more intensive uses of the area.

A1 – Aquatic Development

16.72.010 Purpose.

The purpose of the Aquatic Development Zone is to provide for navigation and other identified needs for public, commercial, and industrial water-dependent uses in the Columbia River Estuary. The objective of the Aquatic Development Zone is to ensure optimum utilization of appropriate aquatic areas by providing for intensive development. Such areas include deep water adjacent to or near the shoreline, navigation channels, subtidal areas for in-water disposal of dredged material, areas of minimal biological significance needed for uses requiring alteration of the estuary, areas that are not in Aquatic Conservation or Aquatic Natural Zones, and areas for which an exception to Statewide Planning Goal 16, Estuarine Resources, has been adopted.

A2 – Aquatic Conservation

16.76.010 Purpose.

The purpose of the Aquatic Conservation Zone is to conserve designated areas for long-term uses of renewable resources that do not require major alterations of the estuary, except for the purpose of restoration. They are managed for the protection and conservation of the resources found in these areas. The Aquatic Conservation Zone includes areas needed for the maintenance and enhancement of biological productivity, recreational resources, aesthetic features and aquaculture. The Aquatic Conservation Zone includes areas that are smaller or of less biological importance than aquatic natural areas. Areas that are partially altered and adjacent to existing moderate intensity development which do not possess the resource characteristics of other aquatic areas are also included in this zone.

A5 – Lake and Freshwater Wetland

16.84.010 Purpose.

The purpose of the Coastal Lake and Freshwater Wetland Zone is to assure the conservation of important shoreland and wetland biological habitats and conserve examples of different natural ecosystem types in the Clatsop Plains to assure a diversity of species and ecological relations. Low intensity uses which do not result in major alterations are appropriate in this zone. Low to moderate intensity recreation is appropriate in coastal lakes. This zone includes coastal lakes, significant non-estuarine freshwater marshes and important upland biological habitat.

C. Economic Vitality Roadmap Warrenton, Oregon

The City of Warrenton prepared, in partnership with the Rural Development Initiative an Economic Vitality Roadmap in June 2018. A volunteer led group is implementing an action plan and was successful in receiving a Main Street designation from the Oregon Main Street program. The URA objectives align with the action plan, which is focused on the downtown core.

XIII. APPENDIX A: LEGAL DESCRIPTION

\

APPENDIX 2 – LEGAL DESCRIPTION



1253-a highway 101 north • seaside, •region 97138
(503) 738-3425 • fax (503) 738-7455
www.hlb-otak.com

Legal Description
for
City of Warrenton
Re: Urban Renewal District

August 23, 2007

Situate in the SW 1/4 of Section 15, the SE 1/4 of Section 16, the East 1/2 of Section 21, the West 1/2 of Section 22, and all of Sections 27 and 28, Township 8 North, Range 10 W.M., City of Warrenton, Clatsop County, Oregon and being described as follows:

Beginning at the northeast corner of the Solomon Smith DLC No. 40, also being the southeast corner of DLC 43; thence west on the south line of the City of Warrenton, a distance of 935 feet, more or less; thence north a distance of 1,110 feet, more or less; thence west a distance of 115 feet, more or less; thence south a distance of 1,110 feet, more or less; thence west a distance of 825 feet, more or less to the east right-of-way line of Old Oregon Coast Highway; thence north and northeasterly on the east right-of-way line of said Old Oregon Coast Highway, a distance of 650 feet, more or less to the intersection of the southerly extension of the east line of the plat of Ivy Park; thence north on said east line a distance of 730 feet, more or less to the northeast corner of said plat, also being on the north right-of-way line of Hutchinson Avenue; thence west on said north right-of-way line, a distance of 780 feet, more or less to a point on the east right-of-way line of Whiskey Road; thence northwesterly on said east right-of-way line and the extension thereof a distance of 650 feet, more or less to a point on the north right-of-way line of DeLaura Beach Road; thence northeasterly on the said north right-of-way line, a distance of 1,000 feet, more or less to a point on the south line of the Block 17, Plat of Hollywood Park; thence east on said south line, a distance of 90 feet, more or less to the west right-of-way line of SW Elm Avenue; thence north on said west right-of-way line and the extension thereof, a distance of 1,300 feet to a point on the north right-of-way line of SW 14th Street; thence east on said north right-of-way line, a distance of 1,030 feet, more or less to the west right-of-way line of SW Alder Avenue; thence north on said west right-of-way line, a distance of 20 feet, more or less to the westerly extension of Partition Plat 1994-037; thence east on said westerly extension, a distance of 90 feet, more or less to the northwest corner of said Partition Plat; thence north a distance of 210 feet, more or less to a point; thence west 30 feet, more or less to a point on the east line of the Plat of Sand Creek No. 2; thence north on said east line and the extension thereof, a distance of 1,610 feet, more or less to a point on the westerly extension of the south right-of-way line of SW 9th Street; thence east on said extension, a distance of 60 feet, more or less to the northwest corner of Lot 1, Block 7, Plat of Skipanon Addition; thence northerly on the west right-of-way line of Cedar Street and the extension thereof, a distance of 1,180 feet, more or less to a point on

the north right-of-way line of 5th Street; thence west on said north right-of-way line, a distance of 30 feet, more or less to a point; thence northeasterly, a distance of 30 feet, more or less; thence northwesterly, a distance of 30 feet to a point on the north right-of-way line of SW 6th Street; thence west on said north right-of-way line, a distance of 36 feet, more or less to the intersection of the north right-of-way line of SW 5th Street; thence northwesterly on said north right-of-way line, a distance of 120 feet, more or less to a point on the west right-of-way line of SW Alder Avenue; thence northeasterly on said west right-of-way line, a distance of 2,440 feet, more or less to the intersection of the westerly right-of-way line of Market Street; thence northwesterly on said westerly right-of-way line, a distance of 460 feet, more or less to a jog in the said right-of-way line; thence west 65 feet, more or less to a point on the east line of Block 115, Plat of Alder Meadows 2nd Extension; thence northerly on said east block line, a distance of 190 feet, more or less to the westerly right-of-way line of Market Street; thence northerly on said westerly right-of-way line, a distance of 600 feet to a point on the south right-of-way line of NW 3rd Street; thence northwesterly on said south right-of-way line, a distance of 90 feet, more or less to the west right-of-way line of NW Birch Avenue; thence northeasterly on said west right-of-way line, a distance of 275 feet, more or less to the intersection point with the west right-of-way line of Market Street; thence northwesterly on said west right-of-way line, a distance of 210 feet, more or less to the south right-of-way line of SW 4th Street; thence southeasterly on westerly extension of Lot 1, Plat of G. Clifford Barlow and on the south line of Lots 1 - 7 of said plat, a distance of 1,640 feet, more or less to the west right-of-way line of NE Skipanon Drive; thence northeasterly on said west right-of-way, a distance of 490 feet, more or less to the center line of Madison Avenue; thence southeast on the easterly extension of said center line, a distance of 50 feet, more or less to the center line of NE Skipanon Drive; thence east, a distance of 50 feet, more or less to the northwest corner of Tax Lot 403, Map 8-10-22BB; thence following the north line of said Lot 403 and Lot 400 said map easterly, a distance of 1,060 feet, more or less to the north line of said Section 22; thence east on said Section 22, a distance of 620 feet, more or less to a point on the west line of Block 14, Plat of Portoria; thence southwest on said plat line, a distance of 445 feet, more or less to a point on the south right-of-way line of NE 3rd Place; thence west on said south right-of-way line, a distance of 20 feet, more or less to the east right-of-way line of NE Iredale Avenue; thence south on said east right-of-way line, a distance of 1,500 feet, more or less to an angle point in said east right-of-way line; thence continuing on said east right-of-way line southwest, a distance of 790 feet, more or less to a point on the north right-of-way line of SE 2nd, also being an angle point in the east right-of-way line of SE Iredale Avenue; thence continuing on said east right-of-way line south, a distance of 870 feet, more or less to a point on the south line of SE 5th Street; thence west on said south right-of-way line, a distance of 1,810 feet, more or less to a point on the east right-of-way line of SE Ensign Avenue; thence southeasterly on said east right-of-way line, a distance of 280 feet, more or less to an angle point on said east right-of-way line; thence continuing on the east right-of-way line of SE Ensign Avenue, a distance of 1,900 feet, more or less to a point on the north right-of-way line of SE 12th Place; thence east on said north right-of-way line, a distance of 590 feet to an angle point on said north right-of-way line; thence southeasterly on said north right-of-way line, a distance of 725 feet, more or less to a point on the

west right-of-way line of SE Galena Court; thence northeast, a distance of 170 feet, more or less to a jog in the north right-of-way of SE 12th Place; thence east on said north right-of-way line, a distance of 1,645 feet, more or less to a point on the east right-of-way line of SE King Avenue; thence south on said east right-of-way line, a distance of 880 feet to the south right-of-way line of SE 14th Street;

thence west on said south right-of-way line, a distance of 1,360 feet, more or less to the east right-of-way line of Oregon Coast Highway;

thence southeasterly along the east right-of-way line of Oregon Coast Highway 1,435 feet more or less to a point;

thence, leaving said right of way easterly 1,012 feet, more or less, to point on the east line of Parcel 1 of Partition 2006-33, said point being 1250 feet south of the northeast corner of Parcel 1 of Partition Plat 2006-33;

thence south along said east line of Parcel 1 of Partition Plat 2006-33 a distance of 711 feet, more or less;

thence westerly on a line perpendicular to the east line of Parcel 1 of Partition 2006-33 a distance of 1,438 feet, more or less, to the east right-of-way line of Oregon Coast Highway;

thence southwesterly along the east right-of-way line of Oregon Coast Highway 50 feet, more or less, to an angle point at STA 212+00 105 feet left as shown on map B-9505;

thence southwesterly along the east right-of-way line of Oregon Coast Highway 101.11 feet, more or less, to an angle point at STA 213+00 105 feet left as shown on map B-9505;

thence southwesterly along the east right-of-way line of Oregon Coast Highway 299.87 feet, more or less, to an angle point at STA 216+00 105 feet left on as shown on map B-9505;

thence southwesterly along the east right-of-way line of Oregon Coast Highway 173.15 feet, more or less, a 5/8" rebar and yellow plastic cap marked "HLB INC" as shown on map B-9505;

thence leaving said right of way at a bearing of N 89° 50' 58" E for a distance of 600.28 feet, more or less, to a 5/8" rebar set with a plastic cap marker "HLB INC" as shown on map B-9505;

thence S 00° 00' 44" W for a distance of 54.68 feet, more or less, to a 5/8" rebar set with a plastic cap marker "HLB INC" as shown on map B-9505, Detail D Sheet 2;

thence S 87° 15' 58" E for a distance of 2.06 feet, more or less, to a 5/8" rebar set with a red plastic cap marker "OREGON STATE HIGHWAY 101" as found as Monument "95" per map B-9505;

thence S 06° 06' 55" E for a distance of 699.06 feet, more or less, to a 5/8" rebar set with a plastic cap marker "HLB INC" as shown on map B-9505;

thence N 89° 50' 58" E for a distance of 821.77 feet, more or less, to a 5/8" rebar set with a plastic cap marker "HLB INC" as shown on map B-9505 to the northeast corner of Block 1 vacated plat of Herrington-Elliot Addition to Warrenton;

thence south on the east line of said blocks 1 and 14, a distance of 450 feet, more or less; thence west, a distance of 1,320 feet to a point on the west right-of-way line of SE Dolphin Avenue; thence north on said west right-of-way line, a distance of 1,230 feet, more or less to the northeast corner of Block 5, Plat of "Subdivision of Portsmouth" Addition to Warrenton; thence west on the north lines of Blocks 5 - 7, a distance of 1,125 feet, more or less to the northwest corner of Block 7; thence south on the west line of said Block 7, a distance of 50 feet, more or less to the point of beginning.



RENEWAL DATE: DEC. 31, 07

WARRENTON CITY COMMISSION MEETING

 ELAINE HOWARD
CONSULTING, LLC





ROADMAP

1. Role of City Commission
2. Maximum Indebtedness
3. Revenue Sharing
4. Projects
5. Next Steps

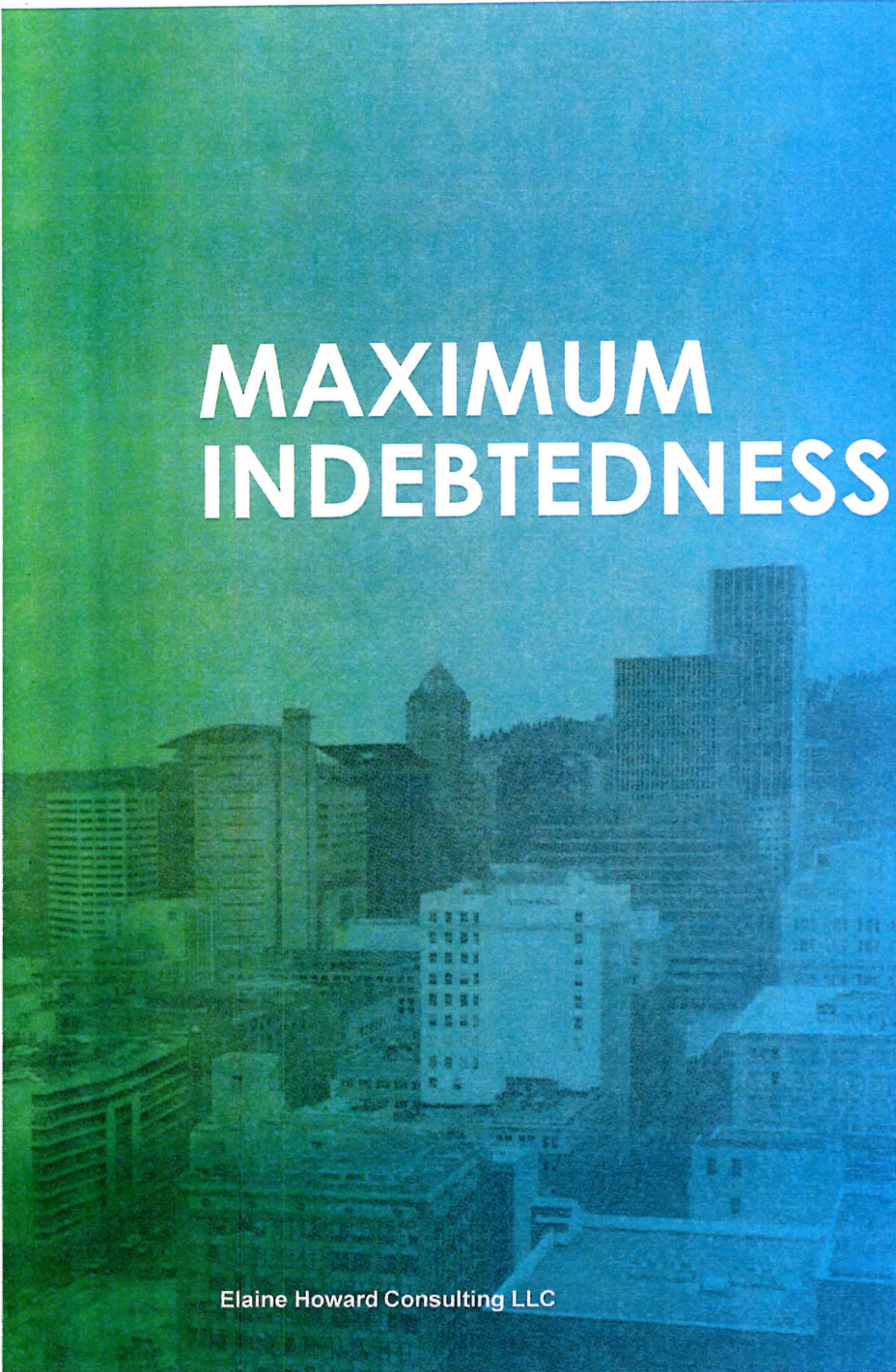
Hear testimony on Warrenton Urban
Renewal Plan Amendment

Complete first reading of ordinance

Second reading scheduled for Oct 8



CITY COMMISSION ROLE



MAXIMUM INDEBTEDNESS

1. The proposed maximum indebtedness is \$11,934,815.
2. The substantial amendment will increase it from \$7,134,597 by \$4,800,218.
3. This increase is above the indexed 20% of original maximum indebtedness threshold and does require concurrence from the overlapping taxing districts.

CRASH COURSE | UR 101



CRASH COURSE | UR 101



**PROPERTY TAX
INCREASES**

- 1. 3% Appreciation
- 2. Substantial Improvements



**REGULAR TAXING
JURISDICTIONS**
City, County, Etc.

CRASH COURSE | UR 101



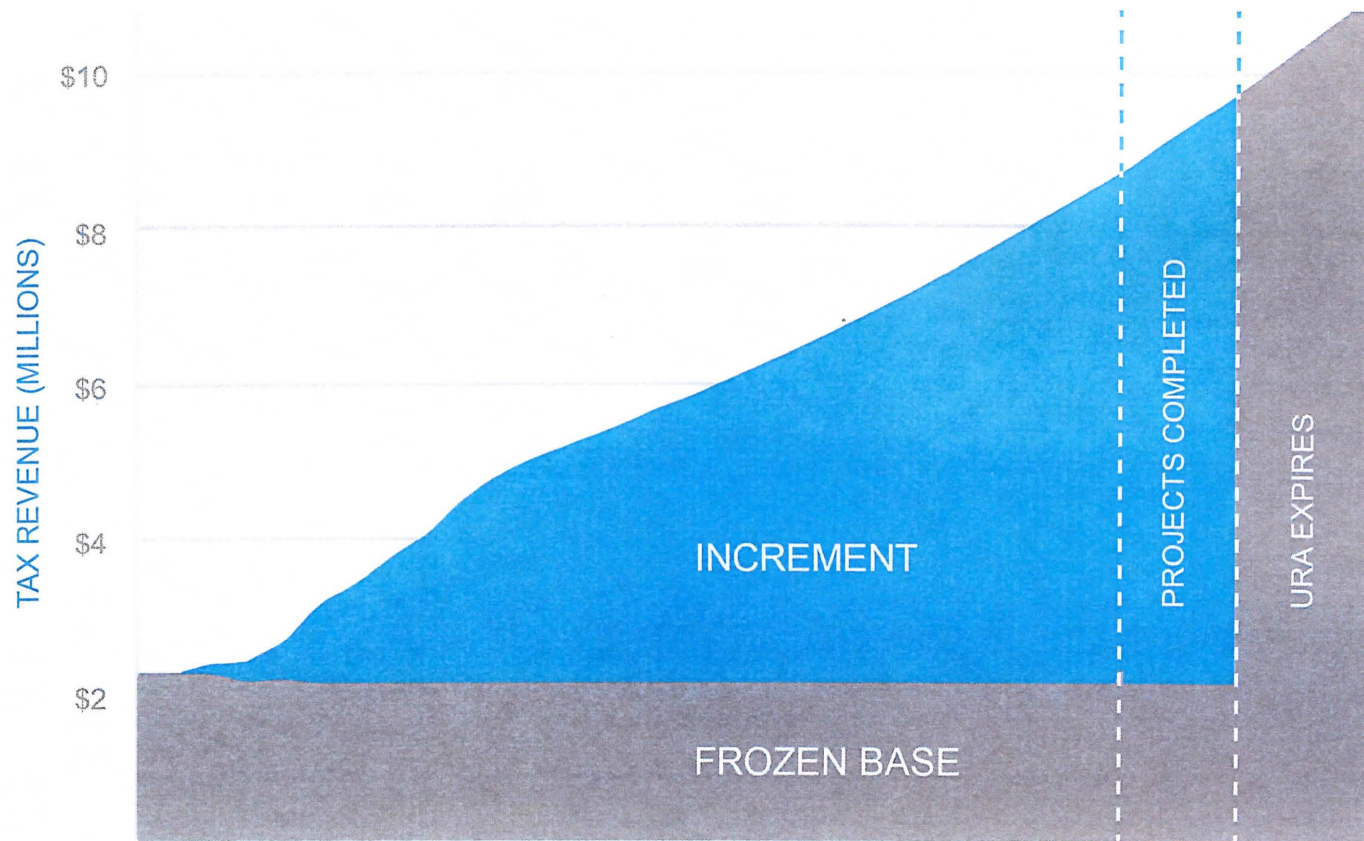
PROPERTY TAX INCREASES

- 1. 3% Appreciation
- 2. Substantial Improvements



REGULAR TAXING JURISDICTIONS
City, County, Etc.

HOW DOES URBAN RENEWAL FINANCING WORK?



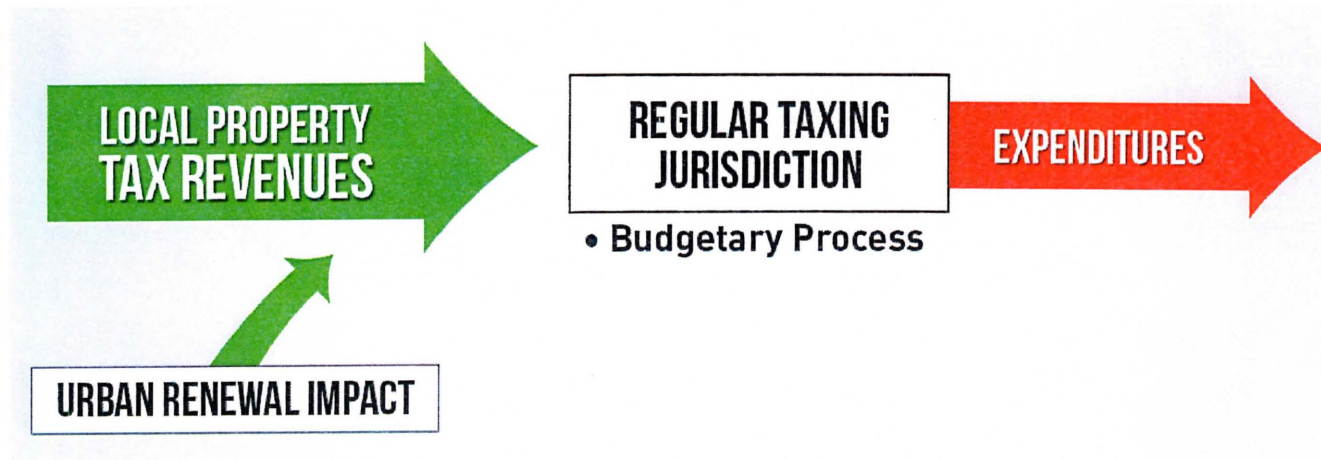
WHERE DOES THE MONEY COME FROM? IMPACTS TO TAXING DISTRICTS

- ❖ Urban Renewal does not provide new money
 - Diverts funds that would go to other property tax districts
- ❖ Continue receiving taxes on frozen base
- ❖ Temporarily forego taxes on any growth in Urban Renewal area
- ❖ Growth may not have occurred but not for urban renewal



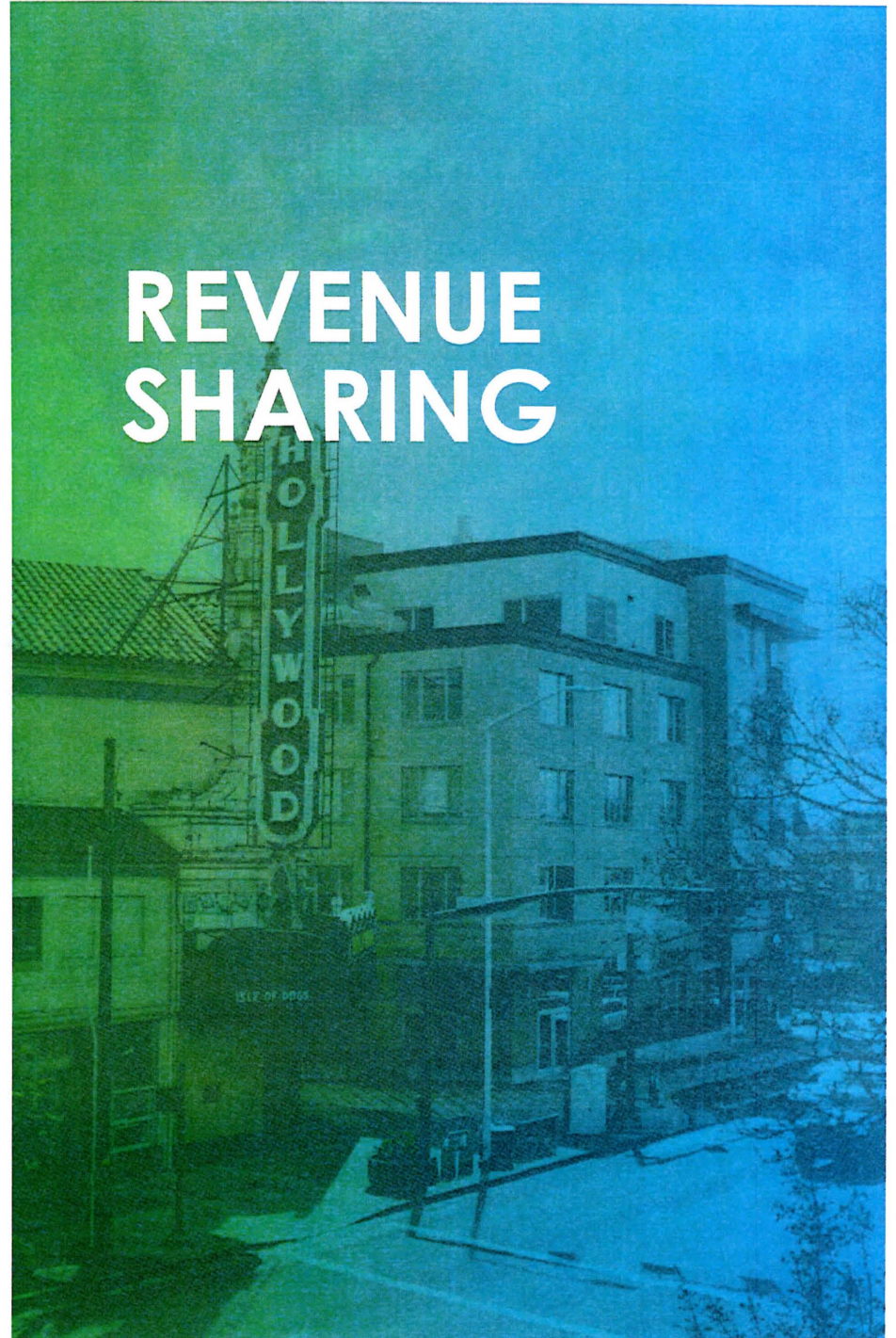
URBAN RENEWAL IMPACT

Regular Taxing District



REVENUE SHARING

- Revenue sharing is a stipulation in ORS 457 – comes into effect due to Substantial Amendment
- The first threshold is 10% of the original maximum indebtedness (\$713,460).
- Revenue sharing targets are projected to be reached in FYE 2020, making revenue sharing commence in FYE 2021.
- Second threshold is 12.5%





PROJECTS

- Street, Sidewalk Lighting, final phase
- Public Parking Lot
- Underground Utilities (2 Blocks)
- Warrenton Marina Public Pier
- Gateways
- South Main Sewer
- Grants & Loan Programs
- Other Projects (Peterson Property, zone change for redevelopment)
- Master Plans/Studies



Next Steps & Schedule

1. Agency Review **July 23**
2. Planning Commission **August 8**
3. School District Briefing/Vote **August 14**
4. County Briefing **August 28**
5. County Vote on Concurrence
6. School District Vote on Concurrence
7. City Commission Vote on Concurrence
8. City Commission Hearing **Sept 24**
9. **City Commission Vote** **Oct 8**



**FIRST
READING OR
ORDINANCE**



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Development Director
DATE: For the Agenda of September 24, 2019
SUBJ: **Pacific Seafoods Dormitory | Good Neighbor Agreement**

In early 2019, the Warrenton City Commission approved a legislative amendment to the I-2 Water Dependent Industrial Shorelands Zone to allow dormitories in employment areas. A new set of standards to allow dormitories were included under the conditional use permit criteria. One of the items is the adoption of a "Good Neighbor Agreement (GNA). A GNA is a commonly used instrument to establish shared expectations between a business and a neighborhood around operations and minimizing impacts to the neighborhood. A recent example, and the first one in Astoria, is the Astoria Warming Center in 2017.

Pacific Seafoods has requested a conditional use permit. Staff required the applicant to schedule a neighborhood meeting to collect comments on a GNA. The meeting was held on August 26 at the Community Center. Enclosed is Draft GNA and meeting notes. The conditional use permit is scheduled for a public hearing with the Planning Commission on October 10. The City Commission can approve the GNA prior to the hearing.

RECOMMENDATION/SUGGESTED MOTION

I move to authorize the City Manager to execute the Good Neighbor Agreement as required by the conditional use permit for Pacific Seafoods.

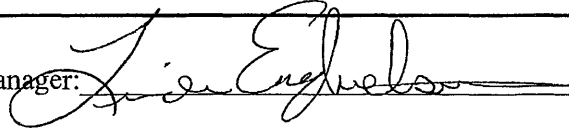
ALTERNATIVE

I move to table the Good Neighbor Agreement until the conclusion of the public hearing by the Planning Commission.

FISCAL IMPACT

Not applicable.

Approved by City Manager:

A handwritten signature in black ink, appearing to read "Eric Engelson", written over a horizontal line.

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



September 5, 2019

Dear Neighbors:

RE: Draft Good Neighbor Agreement

I am providing you with a copy of the draft Good Neighbor Agreement prepared by Pacific Seafood for the proposed dormitory use in the I-2, "Industrial Shorelands," zoning district. I would appreciate any and all comments that you may have on the draft Good Neighbor Agreement. Please send them to my attention at:

Mr. Michael Miliucci
Pacific Seafood Group Acquisition Company, Inc.
16797 SE 130th Avenue
PO Box 97
Clackamas, OR 97015
Email: MMiliucci@pacseafood.com

You may also call me at (503) 905-4500 to discuss any comments you have on the draft Good Neighbor Agreement.

Michael Miliucci

Enclosure

cc Mr. Kevin Cronin

After Recording Return to:
Michael C. Robinson
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1900
Portland, OR 97204

GOOD NEIGHBOR AGREEMENT
(the "Agreement")
Between the City of Warrenton and
Pacific Seafood Group

1. Introduction.

The Parties to this Agreement are the City of Warrenton, Oregon, a political subdivision of the state of Oregon (hereinafter referred to as the "City") and Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation (hereinafter referred to as "Pacific Seafood").

2. Effective Date of Agreement.

This Agreement shall be effective on _____, 2019.

RECITALS

- A.** Whereas, Pacific Seafood applied for a Type IV legislative amendment application (the "Application") to the text of the Warrenton Development Code (the "WDC") requesting that the Warrenton City Commission (the "City Commission") approve a text amendment (the "Amendment") to the Water-Dependent Industrial Shorelands ("I-2") Zoning District, and
- B.** Whereas, the City Commission received a unanimous recommendation from the Warrenton Planning Commission (the "Planning Commission") and a recommendation from the Warrenton Development Director to approve the proposed text amendment, and
- C.** Whereas, the City Commission conducted its public hearing on November 13, 2018 and took testimony from the Community Development Director, Pacific Seafood, those supporting the Application, and those opposed to the Application, and
- D.** Whereas, following the November 13, 2018 public hearing and in response to questions by the City Commission and the Mayor of Warrenton, Pacific Seafood submitted a revised text amendment to WDC 16.64.030 (the "Amendment") to allow residential

housing only for employees of an I-2 water-dependent use as a conditional use in the I-2 Zoning District (the "Dormitory"), and

- E. Whereas, the City Commission adopted the Amendment on January 22, 2019, and
- F. Whereas, the Amendment became effective on February 21, 2019.
- G. Whereas, the purpose of the Amendment is to allow work force housing to accommodate the unmet need for affordable, short-term housing for employees of a water-dependent industry in the I-2 zoning district as a conditional use, and
- H. Whereas, amended WDC 16.64.050(4) requires an applicant of a proposed dormitory use to enter into a Good Neighbor Agreement (the "Agreement") with the City, and
- I. Whereas, the purpose of this Agreement is to describe ongoing measures to ensure that the Dormitory's operation will not create undue adverse impacts on surrounding uses, and
- J. Whereas, Pacific Seafood has prepared this Agreement as a requirement of WDC 16.64.050(4)

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT TO FULFILL WDC 16.64.050(4).

REQUIREMENTS

1. The Agreement Runs with the Land.

The Parties agree that this Agreement runs with the land. Pacific Seafood maintains and operates two water-dependent industrial uses in the 1-2 zoning district (the "Industrial Uses"). This Agreement pertains to the existing Bio Oregon plant, commonly known as Pacific Fabrication, which contains a vacant, water-dependent industrial use to serve as a dormitory for Pacific Seafood employees (the "Property"). The Property is located at 1815 NW Warrenton Drive and more particularly described on **Exhibit 1**.

2. Termination.

This Agreement shall not terminate unless (1) the owner of the Property changes so that the Property is no longer controlled by the owner of one or more of the Industrial Uses, or (2) the water-dependent use on the Property ceases to operate.

3. Requirements of the Agreement.

A. Pacific Seafood shall make the following improvements at the Dormitory after completing any necessary permitting and construction activities related to these improvements:

1. Construct a fence a minimum of six feet in height along Pacific Seafood's south and east property lines.
 2. Install a sign at the access to the Pacific Seafood facility stating (in effect), "Please be respectful of our neighbors by not talking loudly or loitering on this property."
- B. Pacific Seafood shall undertake the following measures related to traffic and transportation in order to minimize congestion and parking spillover, after obtaining any necessary permits:
1. Provide a shuttle for Dormitory residents to and from (a) their place of employment in the I-2 zone, and (b) shopping for groceries and other living necessities.
 2. Coordinate with shuttle drivers to prevent these vehicles from using access streets in the neighboring residential neighborhood to the east.
 3. Provide off-street parking for the Dormitory residents.
- C. In the event a Pacific Seafood employee who is living in the Dormitory is terminated from his or her employment role with Pacific Seafood, Pacific Seafood shall lawfully remove said employee from the Dormitory within twenty-four (24) hours, or the shortest amount of time permitted under applicable law.
- D. Pacific Seafood shall conduct background checks on any potential resident of the Dormitory so that only those applicants with reasonably acceptable and approved background checks are allowed to occupy the Dormitory.
- E. Pacific Seafood shall post in a conspicuous place on the Property the name of a contact person with a current email address to whom anyone may submit complaints or questions about the operation of the Dormitory, and Pacific Seafood shall respond within seventy-two (72) hours, if at all possible, to the contact information provided by the complainant.
- F. Pacific Seafood agrees to cooperate to the fullest extent possible with the City, City-recognized neighborhood associations, and City-recognized homeowners associations on any City plans to address nuisance-related activities in the City. The City shall be responsible for notifying Pacific Seafood in writing of such City plans.
- G. Pacific Seafood agrees to appear at homeowner association and recognized neighborhood association meetings when requested by the association with reasonable advance notice, or by the City, to address questions or concerns about operation of the Dormitory.
- H. Pacific Seafood shall make reasonable efforts to control litter on the Property and the spread of litter into nearby areas in order to avoid creating an unsanitary or unattractive environment.

4. Binding Nature of This Agreement.

This Agreement shall be binding upon all successors and assigns of Pacific Food that operate the Dormitory and shall run with the land unless terminated as provided for in Paragraph 2. Pacific Seafood's compliance with this Agreement shall be considered compliance with WDC 16.64.050(4).

5. Authority to Enter into This Agreement.

Pacific Seafood and the City agree that each of them have the authority, and their respective signatories are hereby authorized, to enter into this Agreement and each Party covenants that it has a good and valid right and lawful authority to enter into this Agreement.

6. Notice.

Any notice required or allowed to be delivered by this Agreement shall be in writing and be deemed to be delivered when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the following persons:

For Pacific Seafood:

Michael M.

For the City:

City Manager

City of Warrenton

P.O. Box 250

Warrenton, Oregon 97146-0250

7. Entire Agreement.

This Agreement contains the entire Agreement between the Parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matter set forth herein. Any amendments to this Agreement must be in writing and signed by persons authorized by the Parties to do so.

8. Recording.

This Agreement shall be recorded in the public records of Clatsop County, Oregon.

9. Governing Law.

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the state of Oregon, and all duly adopted ordinances, regulations, and policies of any governing authority of the jurisdiction over the Property described above now in effect and those hereinafter adopted.

10. Venue.

The proper location for the settlement of any and all claims, controversies, disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Clatsop County, Oregon.

11. Remedies.

The City shall have every power and remedy now or hereafter available at law or in equity to enforce this Agreement (including the right to revocation of land use permits and to specific performance), and each and every power and remedy may be exercised from time to time and as often as the City deems expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others.

12. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signatures and acknowledgments on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF WARRENTON, OREGON, a political subdivision of the State of Oregon

By: Henry Balensifer III, Mayor

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by Henry Balensifer III, Mayor of City of Warrenton, a political subdivision of the state of Oregon.

Notary Public for Oregon
My Commission Expires: _____

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY, INC.

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ of Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation, on behalf of the company.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AS TO FORM

Warrenton City Attorney
6 GOOD NEIGHBOR AGREEMENT
PDX/113023/241514/MCR/25499997

EXHIBITS TO THE AGREEMENT

Exhibit 1 Legal Description of the Property

DRAFT

EXHIBIT 1
Legal Description

[to be attached]

DRAFT

REPORT OF NEIGHBORHOOD MEETING

SPONSORED BY

PACIFIC SEAFOOD GROUP

ON AUGUST 26, 2019 AT 6:00 P.M.

AT THE

WARRENTON COMMUNITY CENTER

I. The Applicant sponsored a neighborhood meeting on August 26, 2019 at the Warrenton Community Center beginning at 6:00 p.m. and lasting until 7:30 p.m. The Applicant mailed notice of the neighborhood meeting to everyone who received notice of the Warrenton Planning Commission hearing using the same notice list. The notice of neighborhood meeting is attached as **Exhibit 1**.

II. Mr. Michael Miliucci conducted the meeting. Mr. Miliucci opened the meeting at 6:00 p.m. Eight persons attended the meeting. The sign-in sheet is attached as **Exhibit 2**.

III. The following documents were available:

- Draft Good Neighbor Agreement (**Exhibit 3**);
- Draft Site Plan and Preliminary Landscape Plan (**Exhibit 4**);
- Aerial plan showing existing building (**Exhibit 5**);
- Proposed interior improvements showing 100-bed dormitory (**Exhibit 6**);
- Reservation form for dormitory and general terms and conditions (**Exhibit 7**).
AFTER MEETING NOTE: Paragraph 1.3 states that guests must be at least 18 years of age to check in at the property. As explained in question Q below, the dormitory will not accommodate children, married couples, or mixed sex rooms. Paragraph 11, "Maximum Occupancy," will be amended to delete the reference to children and roll-away beds.

IV. Mr. Miliucci discussed the Site Plan showing that the dormitory will be located on the far end of the existing building and away from the residential subdivision on 17th Street.

V. He described the proposed interior plan as providing for 90 beds. (**AFTER MEETING NOTE:** The Application's attorney stated that the Application was for 100 beds and would provide 39 parking spaces. The correct number of beds is 90 and the correct of parking spaces is 30.)

VI. Questions and Answers.

1. **Where is the dorm located?**

Answer: On the far side of the building.

2. **When will employees reside in the dormitory?**

Answer: Mr. Miliucci does not anticipate employees living in the dormitory year-round, but they may do so.

3. **How will the dorm be run?**

Answer: Mr. Miliucci said that the dormitory will be run like a hotel with rules (see **Exhibit 7**). The company will subsidize the housing cost. Failure to abide by the rules for residing in the dormitory will result in immediate termination and removal from the dormitory within 24 hours.

4. **Will parking be provided?**

Answer: While most employees residing in the dormitory will not drive, the Conditional Use Permit Application includes **Exhibit 4**, "Proposed Site Plan," showing proposed parking. Page 11 of the Application shows that the Application meets Warrenton Development Code ("WDC") requirements for off-street parking. WDC Table 16.128.03.A requires that the dormitories shall provide two vehicle parking spaces for every three guest rooms or one vehicle parking space for every three beds, whichever is greater. The proposed dormitory has six rooms which, at the required ratio, would provide four parking spaces, whereas the proposed dormitory has 90 beds which, at the required ratio, would require thirty parking spaces. The Applicant will provide thirty on-street parking spaces to accommodate the 90-bed dormitory use.

5. **How will fire and life safety issues be addressed?**

Answer: The Applicant has coordinated with the Warrenton Fire District to provide for appropriate Fire Department access to the building. The Applicant is installing a sprinkler system, fire alarms and smoke detectors in the building. The building will have fire exits. The Applicant is installing a new fire hydrant to be approved by the Fire District. The Applicant will widen the access drive to the building to twenty feet in order to accommodate Fire Department access.

6. **Will there be an on-site manager?**

Answer: There will be a full-time, on-site manager.

7. **Will there be a cleaning service?**

Answer: Yes.

8. How will this be presented to the neighbors?

Answer: Through tonight's neighborhood meeting and a Good Neighbor Agreement.

9. Will there be security on-site and why was a sign installed on the perimeter of the property offering a \$5,000.00 reward for trespassing?

Answer: Mr. Miliucci did not know why the sign had been installed; he does not manage the property.

10. Can you build in another area that does not impact the neighbors?

Answer: This property is company-owned and is under-utilized. Mr. Miliucci explained his unsuccessful efforts to find other affordable sites for the dormitory use. He noted that the company is proposing use of an existing structure, not building a new structure.

11. We do not want the dormitory in this residential area.

Answer: The dormitory is in the I-2 zoning district where it is allowed as a conditional use. The residential area on 17th Street is adjacent to the I-2 zoning district.

12. Will the employees use the river path?

Answer: The employees are entitled to use any public facility.

13. Will there be soccer games on the east end of the property near the residential subdivision on 17th Street? Will you have a fence limiting access to this area?

Answer: The Applicant is not willing to make the dormitory a "compound."

14. How do you stop the use of the property near the residential area?

Answer: The Applicant could consider installing a fence to control access to that side.

15. This is bunkhouse, not a dormitory.

Answer: The Warrenton City Commission amended the Warrenton Development Code in 2018 to add "dormitory" to the list of defined uses in the Warrenton Development Code; see definition of "hotel." The Warrenton City Commission amended the I-2 zoning district in 2019 to allow dormitories as a conditional use in the I-2 zoning district. WDC 16.12.010 defines "hotel" as "building which lodging is provided for guests for compensation. Also includes motel, youth hostel and dormitory." The Applicant is providing the lodging for guests for compensation. **AFTER MEETING NOTE:** Merriam-Webster Online Dictionary definition of dormitory:

“1. A room for sleeping
especially: a large room containing numerous beds

2: a residence hall providing rooms for individuals or for groups usually without private baths”

Dictionary.com definition of dormitory:

“1. a building, as at a college, containing a number of private or semiprivate rooms for residents, usually along with common bathroom facilities and recreational areas.

2. a room containing a number of beds and serving as communal sleeping quarters, as in an institution, fraternity house, or passenger ship.”

The origin of the word “dormitory” is from the Latin “*dormitorium*” meaning “bedroom, equivalent to *dormi(re)* to sleep + *-torium*.”

15. The Applicant’s attorney asked persons to send comments on the Good Neighbor Agreement to Mr. Miliucci for consideration of changes to the Good Neighbor Agreement.

16. Are children allowed in the facility?

Answer: No. Mr. Miliucci said that he would change the rules document for the dormitory to specifically exclude children.

17. When will the facility open?

Answer: In early 2020.

18. Conditions will not be livable.

Answer: The Applicant will abide by all required health and safety rules.

19. Improve the appearance of the building.

Answer: The exterior of the building will not be changed.

MCR/jmhi
Attachments

September 23, 2019

Michael C. Robinson

Admitted in Oregon

T: 503-796-3756

C: 503-407-2578

mrobinson@schwabe.com

VIA EMAIL

Henry Balensifer III, Mayor
Warrenton City Commission
Warrenton City Hall
225 S. Main Avenue
Warrenton, OR 97146

RE: Request for Warrenton City Commission to Approve Good Neighbor Agreement for I-2 Zone Proposed Dormitory Use

Dear Mayor Balensifer and Members of the Warrenton City Commission:

This office represents Pacific Seafood Group ("Pacific Seafood"). I am writing concerning the Warrenton City Commission September 24, 2019 agenda item concerning the request by Pacific Seafood Group for approval of the Good Neighbor Agreement as required by Warrenton Development Code ("WDC") 16.64.050.D. The standards for the Warrenton Planning Commission's approval of the Pacific Seafood Group Conditional Use permit application include that the Applicant have entered into a Good Neighbor Agreement with the City prior to the Planning Commission approval. Therefore, Pacific Seafood Group requests that the Warrenton City Commission approve and execute the proposed Good Neighbor Agreement.

I have attached the following documents:

1. The draft Good Neighbor Agreement (the "GNA") that the Warrenton City Commission is scheduled to consider next Tuesday, September 24.
2. The revised rules for occupancy in the proposed I-2 dormitory. The rules will be attached to the approved GNA. Pacific Seafood revised the rules to specify that no one under the age of 18 may reside in the dormitory. I provided the revised rules to Mr. Cronin on September 12, 2019.
3. The sign-in sheet from the neighborhood meeting that Pacific Seafood sponsored on August 26, 2019 at the Warrenton Community Center at which draft GNA was provided.
4. My August 19, 2019 letter to Mr. Cronin with the draft GNA.
5. My report to Mr. Cronin on the August 26, 2019 neighborhood meeting, including the notice of the neighborhood meeting mailed to everyone entitled to notice of the Planning Commission hearing on August 14, 2019.

Henry Balensifer III, Mayor
September 23, 2019
Page 2

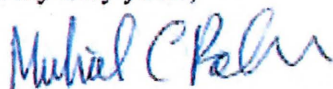
6. The August 14, 2019 invitation for the August 26, 2019 neighborhood meeting.
7. The September 16, 2019 mailing of the revised occupancy rules.
8. The September 5, 2019 mailing of the draft GNA.

I also want to advise the Warrenton City Commission how Pacific Seafood Group has communicated with surrounding property owners on the draft Good Neighbor Agreement and the revised occupancy rules.

1. Copies of the draft GNA and the original occupancy rules were available at the August 26, 2019 neighborhood meeting. I asked those present to provide comments on both documents. As a result of a comment on the age of those persons allowed to reside in the dormitory, Pacific Seafood amended the occupancy rules to clarify that no one under the age of 18 may reside in the dormitory. No one commented on the draft GNA at the neighborhood meeting.
2. Pacific Seafood mailed the draft GNA on September 5, 2019 to everyone entitled to notice of the Planning Commission hearing and asked for comments. As of today, Mr. Miliucci has received one email in response but it did not contain any substantive comments on the GNA.
3. Pacific Seafood mailed the revised occupancy rules on September 16, 2019 to everyone entitled to notice of the Planning Commission hearing and asked for comments.

My client and I look forward to meeting with the Warrenton City Commission tomorrow night and respectfully request that the Warrenton City Commission direct the City Manager to enter into the Good Neighbor Agreement with Pacific Seafood Group.

Very truly yours,



Michael C. Robinson

MCR:jmhi

Enclosures

Cc Mr. Kevin Cronin *(w/enclosures) (via email)*
Ms. Linda Engbretson *(w/enclosures) (via email)*
Mr. Michael Miliucci *(w/enclosures) (via email)*

PDX\113023\241514\MCR\26223982.1

After Recording Return to:
Michael C. Robinson
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1900
Portland, OR 97204

GOOD NEIGHBOR AGREEMENT
(the "Agreement")
Between the City of Warrenton and
Pacific Seafood Group

1. Introduction.

The Parties to this Agreement are the City of Warrenton, Oregon, a political subdivision of the state of Oregon (hereinafter referred to as the "City") and Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation (hereinafter referred to as "Pacific Seafood").

2. Effective Date of Agreement.

This Agreement shall be effective on _____, 2019.

RECITALS

- A. Whereas, Pacific Seafood applied for a Type IV legislative amendment application (the "Application") to the text of the Warrenton Development Code (the "WDC") requesting that the Warrenton City Commission (the "City Commission") approve a text amendment (the "Amendment") to the Water-Dependent Industrial Shorelands ("I-2") Zoning District, and
- B. Whereas, the City Commission received a unanimous recommendation from the Warrenton Planning Commission (the "Planning Commission") and a recommendation from the Warrenton Development Director to approve the proposed text amendment, and
- C. Whereas, the City Commission conducted its public hearing on November 13, 2018 and took testimony from the Community Development Director, Pacific Seafood, those supporting the Application, and those opposed to the Application, and
- D. Whereas, following the November 13, 2018 public hearing and in response to questions by the City Commission and the Mayor of Warrenton, Pacific Seafood submitted a revised text amendment to WDC 16.64.030 (the "Amendment") to allow residential

housing only for employees of an I-2 water-dependent use as a conditional use in the I-2 Zoning District (the "Dormitory"), and

- E. Whereas, the City Commission adopted the Amendment on January 22, 2019, and
- F. Whereas, the Amendment became effective on February 21, 2019.
- G. Whereas, the purpose of the Amendment is to allow work force housing to accommodate the unmet need for affordable, short-term housing for employees of a water-dependent industry in the I-2 zoning district as a conditional use, and
- H. Whereas, amended WDC 16.64.050(4) requires an applicant of a proposed dormitory use to enter into a Good Neighbor Agreement (the "Agreement") with the City, and
- I. Whereas, the purpose of this Agreement is to describe ongoing measures to ensure that the Dormitory's operation will not create undue adverse impacts on surrounding uses, and
- J. Whereas, Pacific Seafood has prepared this Agreement as a requirement of WDC 16.64.050(4)

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT TO FULFILL WDC 16.64.050(4).

REQUIREMENTS

1. The Agreement Runs with the Land.

The Parties agree that this Agreement runs with the land. Pacific Seafood maintains and operates two water-dependent industrial uses in the I-2 zoning district (the "Industrial Uses"). This Agreement pertains to the existing Bio Oregon plant, commonly known as Pacific Fabrication, which contains a vacant, water-dependent industrial use to serve as a dormitory for Pacific Seafood employees (the "Property"). The Property is located at 1815 NW Warrenton Drive and more particularly described on **Exhibit 1**.

2. Termination.

This Agreement shall not terminate unless (1) the owner of the Property changes so that the Property is no longer controlled by the owner of one or more of the Industrial Uses, or (2) the water-dependent use on the Property ceases to operate.

3. Requirements of the Agreement.

A. Pacific Seafood shall make the following improvements at the Dormitory after completing any necessary permitting and construction activities related to these improvements:

1. Construct a fence a minimum of six feet in height along Pacific Seafood's south and east property lines.

2. Install a sign at the access to the Pacific Seafood facility stating (in effect), "Please be respectful of our neighbors by not talking loudly or loitering on this property."

B. Pacific Seafood shall undertake the following measures related to traffic and transportation in order to minimize congestion and parking spillover, after obtaining any necessary permits:

1. Provide a shuttle for Dormitory residents to and from (a) their place of employment in the I-2 zone, and (b) shopping for groceries and other living necessities.

2. Coordinate with shuttle drivers to prevent these vehicles from using access streets in the neighboring residential neighborhood to the east.

3. Provide off-street parking for the Dormitory residents.

C. In the event a Pacific Seafood employee who is living in the Dormitory is terminated from his or her employment role with Pacific Seafood, Pacific Seafood shall lawfully remove said employee from the Dormitory within twenty-four (24) hours, or the shortest amount of time permitted under applicable law.

D. Pacific Seafood shall conduct background checks on any potential resident of the Dormitory so that only those applicants with reasonably acceptable and approved background checks are allowed to occupy the Dormitory.

E. Pacific Seafood shall post in a conspicuous place on the Property the name of a contact person with a current email address to whom anyone may submit complaints or questions about the operation of the Dormitory, and Pacific Seafood shall respond within seventy-two (72) hours, if at all possible, to the contact information provided by the complainant.

F. Pacific Seafood agrees to cooperate to the fullest extent possible with the City, City-recognized neighborhood associations, and City-recognized homeowners associations on any City plans to address nuisance-related activities in the City. The City shall be responsible for notifying Pacific Seafood in writing of such City plans.

G. Pacific Seafood agrees to appear at homeowner association and recognized neighborhood association meetings when requested by the association with reasonable advance notice, or by the City, to address questions or concerns about operation of the Dormitory.

H. Pacific Seafood shall make reasonable efforts to control litter on the Property and the spread of litter into nearby areas in order to avoid creating an unsanitary or unattractive environment.

4. Binding Nature of This Agreement.

This Agreement shall be binding upon all successors and assigns of Pacific Food that operate the Dormitory and shall run with the land unless terminated as provided for in Paragraph 2. Pacific Seafood's compliance with this Agreement shall be considered compliance with WDC 16.64.050(4).

5. Authority to Enter into This Agreement.

Pacific Seafood and the City agree that each of them have the authority, and their respective signatories are hereby authorized, to enter into this Agreement and each Party covenants that it has a good and valid right and lawful authority to enter into this Agreement.

6. Notice.

Any notice required or allowed to be delivered by this Agreement shall be in writing and be deemed to be delivered when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to (he following persons:

For Pacific Seafood:

Michael Miliucci

16797 SE 130th Avenue

Clackamas, Oregon 97015

For the City:

City Manager

City of Warrenton

P.O. Box 250

Warrenton, Oregon 97146-0250

7. Entire Agreement.

This Agreement contains the entire Agreement between the Parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matter set forth herein. Any amendments to this Agreement must be in writing and signed by persons authorized by the Parties to do so.

8. Recording.

This Agreement shall be recorded in the public records of Clatsop County, Oregon.

9. Governing Law.

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the state of Oregon, and all duly adopted ordinances, regulations, and policies of any governing authority of the jurisdiction over the Property described above now in effect and those hereinafter adopted.

10. Venue.

The proper location for the settlement of any and all claims, controversies, disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Clatsop County, Oregon.

11. Remedies.

The City shall have every power and remedy now or hereafter available at law or in equity to enforce this Agreement (including the right to revocation of land use permits and to specific performance), and each and every power and remedy may be exercised from time to time and as often as the City deems expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others.

12. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signatures and acknowledgments on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF WARRENTON, OREGON, a
political subdivision of the State of Oregon

By: Henry Balensifer III, Mayor

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by Henry Balensifer III, Mayor of City of Warrenton, a political subdivision of the state of Oregon.

Notary Public for Oregon
My Commission Expires: _____

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY, INC.

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ of Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation, on behalf of the company.

Notary Public for Oregon
My Commission Expires: _____

APPROVED AS TO FORM

Warrenton City Attorney
6 GOOD NEIGHBOR AGREEMENT
PDX/113023/241514/MCR/25499997

EXHIBITS TO THE AGREEMENT

Exhibit 1 Legal Description of the Property

EXHIBIT 1

Legal Description

[to be attached]



Location: _____

GUEST INFORMATION

Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ E-mail: _____

RESERVATION DETAILS

Number of Rooms: _____ Type of Room: _____
Reservation Dates (approx.): _____

ACCEPTANCE

By signing below, or by staying in any of our rooms, you are agreeing to abide by all of the attached General Terms and Conditions.

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Accepted by: _____

Other Notes: _____



GENERAL TERMS AND CONDITIONS

"You" and "Guest" refers to the person registered to stay at _____ (the "Premises"). "We" or "Us" refers to PORTSIDE PROPERTIES, LLC, the operator of the Premises. The following general terms and conditions (the "Terms and Conditions") are considered a part of our reservation agreement with You. By signing Your guest registration form and/or staying at the Premises, You are agreeing to abide by all of these Terms and Conditions, and We reserve the right to charge You, if any fees are assessed for damages or not complying with these Terms and Conditions.

1. REGISTRATION

1.1. ADA ACCESSIBLE ROOMS. A limited number of rooms that are compliant under the Americans with Disabilities Act ("ADA") are available on the Premises. Should You require a room of this nature, You must identify Yourself to the management at the Premises.

1.2. GUEST REGISTRATION. We require valid contact information from the Guest making the reservations including first and last name, address, phone number, email and signature.

1.3. CHECK-IN REQUIREMENTS. Guests must be at least 18 years of age to check in at the Premises. In the interests of security and to prevent fraud, guests are required to confirm their identity by providing their valid government issued photo identification (*e.g., state driver's license, passport, etc.*) at check-in.

1.4. ROOM KEYS. Room keys are issued to the registered Guest(s). No room keys will be issued to anyone under 18 at any time. I.D. is required if You have lost Your key and require a duplicate. Please return room keys to Us at check-out.

1.5. CANCELLATION. We are not responsible for weather conditions, personal emergencies, or schedule changes.

1.6. EARLY DEPARTURES. In the event that You decide to vacate the Premises before Your scheduled departure date, the weekly rate will be null and void and You will be billed for the days stayed, based on a daily rate, plus tax. Please advise the management at the Premises as soon as reasonably possible about any planned early departures.

2. PAYMENT

2.1.1. EMPLOYER FACILITATED RENTAL. If Your Employer facilitated Your stay on the Premises, then Your room fees during the term of Your stay may be arranged between You, Your Employer, and the Premises. Should any additional fees or costs be required as a result of any damages or fines that are incurred by the Premises as a result of Your stay, You authorize Your Employer to make repayments to the Premises and to seek reimbursement from You for those additional costs or fees.

2.1.2. PERSONAL RENTAL. If You directly arranged for Your stay with the Premises, then the credit card that You presented upon check-in will be billed for the duration of Your stay. If any additional costs are incurred by the Premises as a result of Your stay, specifically any damages that are discovered upon Your departure, Your credit card will be billed for those additional expenses.

3. RESERVATION AND PAYMENT FOR GUESTS BY THIRD PARTIES. Unless expressly agreed to by us, third party payment is not permitted. You will be responsible for any and all damages and loss. We reserve the right to refuse reservation at any time for any reason.

4. SITE MANAGEMENT

4.1. ENFORCEMENT. All staff are trained and required to respond to potential violations of these Terms and Conditions. Guests who refuse to abide by these Terms and Conditions will be evicted, with no refund. In addition to the room charge, a minimum \$50.00 cleaning fee per room will be charged for infraction(s) of these Terms and Conditions.

5. PARKING AT OWN RISK. All vehicles are parked at the risk of the owner. We will have



no liability or responsibility for any vehicle, occupants, or contents while operated or parked on or near the Premises.

6. GUEST POLICIES

6.1. ALCOHOL. Alcohol is NOT ALLOWED in public areas such as the lobby, rooftop deck, halls, etc. on premises. Any Guest found in violation of this requirement may, upon the Premises' sole discretion, be removed or reported to law enforcement. Registered guests of legal age who choose to bring their own alcoholic beverages must responsibly consume such beverages in their assigned room.

6.2. NO DRUGS/SMOKING. The Premises is 100% smoke-free. We do not permit smoking tobacco, marijuana, illegal drugs, e-cigarettes, vape pens, vaping, cartridges containing the liquid of nicotine, hookahs, incense, cigars, candle burning, the use or diffusing of patchouli oil or other strong-smelling plant-based essential oils or synthetic products in the Premises. Guests are encouraged to notify Us immediately if they smell cigarette, marijuana, or other objectionable odors. A minimum fee of \$150 will be charged for smoking of any kind on the Premises.

6.3. NO PARTIES. We strictly enforce a No In-Room Party Policy to ensure we can protect the Premises and our guests at all times. No parties, loud disturbances and/or noise-nuisance are allowed or tolerated on the Premises. In the event of a disturbance, one polite request (warning) will be given to reduce the noise. If our request is not followed, the Guest will be asked to leave the Premises without refund. Registered Guest(s) are responsible for all persons visiting. Non-Registered visitors are only permitted until 10:00 P.M. If You are found with unregistered guests after 10:00 P.M., Your stay will be considered a party. Both You and Your guest will be ordered to vacate the premises without refund and may be assessed a Guest Compensation Disturbance Fee.

6.4. VISITORS. No visitors after 10:00 p.m. Visitors must be accompanied by the registered Guest at all times. As a registered Guest, You are responsible for Your visitor at all times, and

may be charged an extra person fee of \$_____ for guests on the Premises after 10 p.m.-

6.5. QUIET HOURS. Quiet hours are from 10:00 PM to 9:00 AM. If You become aware of a disruptive guest, please contact Us immediately by text, phone, or in-person. Voices and electronic devices must be kept at a respectfully low level at all times. Doors should be opened and closed quietly. No congregating or running in halls is permitted on the Premises.

6.6. PETS. We do not provide accommodations for pets, and may assess a fee for any pets brought onto the Premises.

6.6.1. SERVICE ANIMALS. Service animals as defined by the ADA are not pets and may remain with their owners at all times. Service animals shall have a harness, leash, or other tether, unless either the handler is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the handler's control (*e.g.*, voice control, signals, or other effective means).

Service animals must be under handler's control at all times, and may not be left unattended on property at any time. The Premises is permitted to charge the same fee for damages as charged to other guests for any damage to our property or Premises rooms. We may similarly assess a fee for any unattended service animals.

If a service animal is out of control (including, without limitation, barking), for any reason other than the task it is trained to perform for its handler, and the handler does not take effective action to control it, staff may request that the animal be removed from the Premises.

7. RIGHT TO REFUSE SERVICE: The Premises is privately owned and operated. We reserve the right to refuse service to anyone for any reason(s) that does not violate Federal or State laws. We will refuse to admit or refuse service or accommodation in our Premises or may remove a person, without refund, who refuses to abide by the reasonable standards and policies established by us for the operation and



management of the Premises. We will REFUSE SERVICE OR EVICT A GUEST for: refusal or failure to pay for accommodations; being under the influence of alcohol, drugs, or any other intoxicating substance and acts in a disorderly fashion as to disturb the peace of other guests or not being in compliance with state liquor laws; acting in a disorderly fashion so as to disturb the peace of other guests; seeking to use the Premises for an unlawful purpose; seeking to bring into the Premises: an unlawfully possessed firearm or other item, including an explosive or hazardous or toxic substance, that is unlawful to possess and that may be dangerous to other persons; destroying, damaging, defacing, or threatening harm to Premises property or guests; causing or permitting persons to exceed the maximum allowable occupancy of room; or refusing to abide by the reasonable standards or policies established by us for the operation and management of the Premises.

8. PERSONAL PROPERTY.

8.1. LOST & FOUND POLICY. We will have no liability to any Guest for lost, misplaced, stolen, or damaged valuables or belongings. If You discover that You have left behind something of value to You, please call us immediately and we will try to assist You in locating Your lost item.

8.2. FOUND ITEMS. We are not responsible for any items You may leave behind. However, any item, with the exception of perishable items, left behind by our Guests and found after departure by Housekeeping will be collected, logged in, and kept in a secure location for collection by the owner for up to sixty (60) days. Reasonable effort will be made to notify the Guest that an item has been found. Perishable items, underwear, and miscellaneous toiletries will be discarded.

8.3. RETURN. We would be happy to return Your lost item(s) to You. Packaging, Postage, plus an additional \$10.00 handling fee will be billed to You for any lost items we ship. A separate receipt will be mailed to You. We are not responsible for any item lost or misdirected during shipment.

8.4. UNCLAIMED ITEMS. Lost & Found items are held for 60 DAYS while we attempt to

contact You. If Your contact information is incorrect or cell phone mailbox is full and we are unable to contact You during the 60-day holding period, we will throw away, donate, or otherwise dispose of the unclaimed item(s).

9. DAMAGES

9.1. DAMAGE AND/OR THEFT OF PROPERTY. You are liable for any damage howsoever caused (whether by deliberate, negligent, or reckless act) to the room(s), Premises' grounds or property caused by You or any person in Your party, whether or not staying at the Premises during Your stay. The Premises reserve the right to seek reimbursement from You, in such amounts as it sees fit, in its sole discretion, that it deems necessary to compensate or make good the cost or expenses incurred or suffered as a result of the aforesaid damage. If Your credit card is on file with the Premises, Your card will be charged for the aforementioned damages. If Your stay on the Premises was facilitated through Your Employer, You authorize Your Employer to make repayments to the Premises and to seek reimbursement from You for those additional costs or fees. Should this damage come to light after the Guest has departed, we reserve the right, and You hereby authorize us, to seek reimbursement for any damage incurred to Your room or the Premises during Your stay, including and without limitation for all property damage, missing or damaged items, smoking fee, cleaning fee, Guest compensation, etc. We will make every effort to rectify any damage internally prior to contracting specialist to make the repairs, and therefore will make every effort to keep any costs that the Guest would incur to a minimum.

9.2. DAMAGE DISCOVERED AFTER CHECK-OUT.

9.2.1. DAMAGE TO ROOM. Damage to rooms, fixtures, furnishing, and equipment including the removal of electronic equipment, towels, art work, etc. will be charged at 120% of full and new replacement value plus any shipping and handling charges. Any damage to Premises property, whether accidental or willful, is the responsibility of the registered Guest for each particular room. Any costs associated with repairs and/or replacement will be charged to



You. In extreme cases, criminal charges will be pursued.

9.2.2. DAMAGE TO MATTRESSES AND BEDDING. Damage to mattresses and linen including; towels, mattress pads, sheets, bedspreads, blankets resulting from the use of body oils, make-up, shoe-polish, etc., will result in a charge for the special cleaning, repair, or replacement of the damaged article.

9.2.3. DAMAGE OR TAMPERING WITH FIRE DETECTION SYSTEMS/FIRE-FIGHTING EQUIPMENT. We reserve the right to take action against any Guest or visitor found to have tampered or interfered with any detection and/or suppression equipment throughout the Premises, including detector heads in public areas, Guest rooms, break glass points and fire extinguishers. Guests or visitors found to have tampered with any fire detection or fire-fighting equipment will be charged with any costs incurred by the Premises due to their actions and WILL BE EVICTED from the Premises. Depending on the severity of the Guest actions, law enforcement may become involved at the Premises' discretion. Should the fact that fire-fighting or detection equipment had been tampered with come to light after the Guest has departed, we reserve the right and You hereby authorize us to bill or seek reimbursement from You, for any damage incurred to Your room or our property during Your stay, including and without limitation for all property damage, missing or damaged items, smoking fee, cleaning fee, guest compensation, etc.

9.2.4. DAMAGE TO PERSONAL PROPERTY. The Premises will NOT be liable to You, Your family, guests, or agents for any damage or loss to person or personal property (furniture, jewelry, clothing, automobiles, food, or medication in the refrigerator, etc.) resulting from theft, vandalism, fire, water, rain, snow, ice, storms, earthquakes, sewerage, streams, gas, electricity, smoke, explosions, sonic booms, or other causes or resulting from any breakage or malfunction of any pipes, plumbing fixtures, air conditioner, or appliances, unless it is due to our failure to perform, or negligent performance of, a duty imposed by law. In addition, the Premises will not be liable for any damages caused by other residents of the Premises or by any other

persons. You agree to indemnify, defend, and hold the Premises harmless against all claims for damage to property or persons arising from Your use of the Premises or from any activity, work, or act done by You in or about the Premises, including legal fees and court costs that may be incurred.

9.3. INFESTATION. The cleanliness of our rooms is extremely important to our guests. If You bring any infestation into Your room or onto our property, we may charge You for any and all costs and expenses, including immediate or urgent response requirements and loss of room revenue, that we deem necessary to address the infestation.

10. ROOM POLICIES.

10.1. DO-NOT DISTURB AND ACCESS TO ROOMS. To provide all guests with an exceptionally clean and safe Premises experience, we provide regular housekeeping services. Our Housekeeping Staff will honor the "**Do Not Disturb**" door hanger once during a THIRTY-SIX HOUR period indicating that the room is occupied. The Housekeeping Staff is required to enter the room at subsequent times to clean the room, check for safety, and verify the condition of the room. Management reserves the right to enter a room with a known status of "**Do Not Disturb**" for reasonable purposes, such as an emergency, housekeeping, maintenance, verification that the room, its furnishings, and mechanical equipment are intact, or to address or prevent a violation of these Terms and Conditions. In the event of suspected illegal activity, management reserves the right to summon law enforcement to aid in eviction. The right to privacy ends when a violation of these Terms and Conditions occurs. Law enforcement will be granted immediate access to the Premises and rooms of evicted guests.

10.2. CANDLE, INCENSE, ESSENTIAL OILS. Candle, incense, essential oils (*diffusing, vaporizing, etc.*) are prohibited. These items and activities will be treated as smoking, a fine will be assessed, and the Guest may be evicted with no refunds.

10.3. COOKING. In certain locations, certain rooms may include small kitchens and/or other



cooking equipment. Guests staying in such units may make use of provided equipment. The Premises, however, will not be liable for food items prepared by Guests, or for any liability or damages occurring in connection with your Use of such equipment. Preparation of food in Guest rooms by any type of cooking appliances not provided Us is **STRICTLY PROHIBITED**. A minimum fee of \$150.00 will be charged for cooking of any kind whatsoever, including, but not limited to use of coffee makers, hot plates, toaster ovens, water heaters, rice cookers, combustible, open flame, barbecue grill, burners, heating appliance, or any other item intended for cooking. Unless you are informed otherwise, open fires, flames or cooking grills, either charcoal or gas, and fireworks are not allowed anywhere on the Premises.

10.4. REFRIGERATOR. In certain locations, the Premises will provide Guests with access to a refrigerator unit that the Premises provides for the use of its guests. The Premises will not be liable for the loss or spoliation of any food stored in the refrigerator and use of the refrigerator is each Guest's risk. If You use the refrigerator, You are responsible for disposing of used or spoiled items. The refrigerator will be cleared on a regular basis. The Premises will make a good-faith effort to inform all users about scheduled cleanings of the refrigerator, however loss of personal effects stored may occur if the Premises staff, in its sole discretion, decides that disposal of those effects is necessary.

11. MAXIMUM OCCUPANCY. Room occupancy requirements are based on fire code/fire safety restrictions. Bunk maximum occupancy is 1, Standard Room maximum occupancy is 2, Suite maximum occupancy is 2 adults or more. Premium Suite/ADA maximum occupancy is 4, with rollaway beds needed. If You exceed the maximum number of guests allowed, You will be asked to rent another guestroom for proper accommodations or vacate the Premises.

12. RATES. All rates are quoted in United States currency, plus tax. Rates may increase without notice. Rates are based on bunks (1 occupancy), standard room (1-2 occupancy), suite (1-3 occupancy), premium suite/ADA (1 or more) occupancy and are subject to availability.

13. SAFETY.

13.1. FIREARMS AND WEAPONS. The safety and security of our guests and staff is extremely important to us. For the protection of our guests, vendors, staff, and owners, no firearms and weapons are permitted on the Premises. Guests and vendors who fail to abide by our policy may be asked to leave the Premises and/or subject to further legal action. No exemption to this policy is allowed for private persons, even those licensed and permitted to carry a firearm openly or concealed under local, state, or federal law, are exempt from this policy.

13.2. FIRE SAFETY. In the event of an emergency or fire, please call 9-1-1. The Premises is fully equipped with smoke detectors and other fire suppression equipment. It is Your responsibility to take note of all fire evacuation routes and to not tamper with any fire detection or suppression equipment. As noted elsewhere in these Terms and Conditions, Guests or visitors found to have tampered with any fire detection or fire suppression equipment will be charged with any costs incurred by the Premises due to their actions and **WILL BE EVICTED** from the Premises.

14. CHANGES OR MODIFICATION. We reserve the right to amend, modify, change, cancel, vary or add to these Terms and Conditions at any time without prior notice. We will provide You with a copy of the updated Terms and Conditions if You are still a Guest.

15. TIME. Time is of the essence with respect to any and all provisions in these Terms and Conditions which specify a deadline for performance.

16. WAIVER. No waiver of any breach of these Terms and Conditions shall be deemed to be a waiver of any other or any subsequent breach, whether or not similar, nor shall such wavier constitute a continuing waiver unless expressly provided. Failure to exercise or enforce any provision shall not constitute a waiver of the provision and shall not preclude or prejudice such party from later enforcing or exercising the same, or any other, provision.

Sign in Sheet - Voluntary

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>	<u>E-mail</u>
Harry & Karyn Grass	30 NW 17th Pl	720 244 6766	
Gil & Anne Thomson	15 NW 17th		hastoria@gmail.com
Rebecca Rubenstein		503.440.3007	rebeccarubenstein@gmail.com

August 19, 2019

Michael C. Robinson
Admitted in Oregon
T: 503-76-3756
C: 503-407-2578
mrobinson@schwabe.com

VIA EMAIL

Mr. Kevin Cronin, AICP
Community Development Director
City of Warrenton
P.O. Box 250
Warrenton OR 97146-0250

RE: Application by Pacific Seafood Group; Draft Good Neighbor Agreement for City Council Approval

Dear Mr. Cronin:

This office represents Pacific Seafood Group, the Applicant in the above-referenced matter. Enclosed please find the draft Good Neighbor Agreement required by Warrenton Municipal Code (the "WMC") 16.64.050.D.

Because Warrenton Municipal Code 16.64.050.D is one of five approval criteria for this conditional use application, the Planning Commission must find that the criterion is satisfied. A finding of approval requires the Warrenton City Council to approve the Good Neighbor Agreement and the applicant's best efforts to enter into the approved Good Neighbor Agreement with adjacent residential neighbors. The initial evidentiary hearing before the Planning Commission is September 12, 2019. I anticipate that the initial evidentiary hearing will either be continued or the written record held open.

Therefore, I ask that you place the draft Good Neighbor Agreement before the Warrenton City Council at the next possible meeting so that the City Council may approve the Good Neighbor Agreement as required by WMC 16.64.050.D. A public hearing is not required for the City Council's approval of the Good Neighbor Agreement and the Applicant may place the City Council's approved Good Neighbor Agreement in the Planning Commission record.

Once the City Council has approved the Good Neighbor Agreement, the Applicant will distribute it to all interested persons for their comment and will hold a second neighborhood meeting, if necessary. As you know, the Applicant has scheduled an initial neighborhood meeting for August 26 at 6:00 p.m. at the Warrenton Community Center. The Applicant mailed an invitation to attend the neighborhood meeting to every property owner within the notice radius for the Warrenton Planning Commission hearing.

Thank you in advance for your assistance. Please let me know if you have any questions.

Mr. Kevin Cronin, AICP
August 19, 2019
Page 2

Very truly yours,



Michael C. Robinson

MCR:jmhi
Enclosure

Cc Mr. Michael Miliucci (*via email*) (*w/enclosure*)

PDX\113023\241514\MCR\25996755.1

REPORT OF NEIGHBORHOOD MEETING

SPONSORED BY

PACIFIC SEAFOOD GROUP

ON AUGUST 26, 2019 AT 6:00 P.M.

AT THE

WARRENTON COMMUNITY CENTER

I. The Applicant sponsored a neighborhood meeting on August 26, 2019 at the Warrenton Community Center beginning at 6:00 p.m. and lasting until 7:30 p.m. The Applicant mailed notice of the neighborhood meeting to everyone who received notice of the Warrenton Planning Commission hearing using the same notice list. The notice of neighborhood meeting is attached as **Exhibit 1**.

II. Mr. Michael Miliucci conducted the meeting. Mr. Miliucci opened the meeting at 6:00 p.m. Eight persons attended the meeting. The sign-in sheet is attached as **Exhibit 2**.

III. The following documents were available:

- Draft Good Neighbor Agreement (**Exhibit 3**);
- Draft Site Plan and Preliminary Landscape Plan (**Exhibit 4**);
- Aerial plan showing existing building (**Exhibit 5**);
- Proposed interior improvements showing 100-bed dormitory (**Exhibit 6**);
- Reservation form for dormitory and general terms and conditions (**Exhibit 7**).
AFTER MEETING NOTE: Paragraph 1.3 states that guests must be at least 18 years of age to check in at the property. As explained in question Q below, the dormitory will not accommodate children, married couples, or mixed sex rooms. Paragraph 11, "Maximum Occupancy," will be amended to delete the reference to children and roll-away beds.

IV. Mr. Miliucci discussed the Site Plan showing that the dormitory will be located on the far end of the existing building and away from the residential subdivision on 17th Street.

V. He described the proposed interior plan as providing for 90 beds. (**AFTER MEETING NOTE:** The Application's attorney stated that the Application was for 100 beds and would provide 39 parking spaces. The correct number of beds is 90 and the correct of parking spaces is 30.)

VI. Questions and Answers.

1. Where is the dorm located?

Answer: On the far side of the building.

2. When will employees reside in the dormitory?

Answer: Mr. Miliucci does not anticipate employees living in the dormitory year-round, but they may do so.

3. How will the dorm be run?

Answer: Mr. Miliucci said that the dormitory will be run like a hotel with rules (see **Exhibit 7**). The company will subsidize the housing cost. Failure to abide by the rules for residing in the dormitory will result in immediate termination and removal from the dormitory within 24 hours.

4. Will parking be provided?

Answer: While most employees residing in the dormitory will not drive, the Conditional Use Permit Application includes **Exhibit 4**, "Proposed Site Plan," showing proposed parking. Page 11 of the Application shows that the Application meets Warrenton Development Code ("WDC") requirements for off-street parking. WDC Table 16.128.03.A requires that the dormitories shall provide two vehicle parking spaces for every three guest rooms or one vehicle parking space for every three beds, whichever is greater. The proposed dormitory has six rooms which, at the required ratio, would provide four parking spaces, whereas the proposed dormitory has 90 beds which, at the required ratio, would require thirty parking spaces. The Applicant will provide thirty on-street parking spaces to accommodate the 90-bed dormitory use.

5. How will fire and life safety issues be addressed?

Answer: The Applicant has coordinated with the Warrenton Fire District to provide for appropriate Fire Department access to the building. The Applicant is installing a sprinkler system, fire alarms and smoke detectors in the building. The building will have fire exits. The Applicant is installing a new fire hydrant to be approved by the Fire District. The Applicant will widen the access drive to the building to twenty feet in order to accommodate Fire Department access.

6. Will there be an on-site manager?

Answer: There will be a full-time, on-site manager.

7. Will there be a cleaning service?

Answer: Yes.

8. How will this be presented to the neighbors?

Answer: Through tonight's neighborhood meeting and a Good Neighbor Agreement.

9. Will there be security on-site and why was a sign installed on the perimeter of the property offering a \$5,000.00 reward for trespassing?

Answer: Mr. Miliucci did not know why the sign had been installed; he does not manage the property.

10. Can you build in another area that does not impact the neighbors?

Answer: This property is company-owned and is under-utilized. Mr. Miliucci explained his unsuccessful efforts to find other affordable sites for the dormitory use. He noted that the company is proposing use of an existing structure, not building a new structure.

11. We do not want the dormitory in this residential area.

Answer: The dormitory is in the I-2 zoning district where it is allowed as a conditional use. The residential area on 17th Street is adjacent to the I-2 zoning district.

12. Will the employees use the river path?

Answer: The employees are entitled to use any public facility.

13. Will there be soccer games on the east end of the property near the residential subdivision on 17th Street? Will you have a fence limiting access to this area?

Answer: The Applicant is not willing to make the dormitory a "compound."

14. How do you stop the use of the property near the residential area?

Answer: The Applicant could consider installing a fence to control access to that side.

15. This is bunkhouse, not a dormitory.

Answer: The Warrenton City Commission amended the Warrenton Development Code in 2018 to add "dormitory" to the list of defined uses in the Warrenton Development Code; see definition of "hotel." The Warrenton City Commission amended the I-2 zoning district in 2019 to allow dormitories as a conditional use in the I-2 zoning district. WDC 16.12.010 defines "hotel" as "building which lodging is provided for guests for compensation. Also includes motel, youth hostel and dormitory." The Applicant is providing the lodging for guests for compensation. **AFTER MEETING NOTE:** Merriam-Webster Online Dictionary definition of dormitory:

“1. A room for sleeping
especially: a large room containing numerous beds

2: a residence hall providing rooms for individuals or for groups usually without private baths”

Dictionary.com definition of dormitory:

“1. a building, as at a college, containing a number of private or semiprivate rooms for residents, usually along with common bathroom facilities and recreational areas.

2. a room containing a number of beds and serving as communal sleeping quarters, as in an institution, fraternity house, or passenger ship.”

The origin of the word “dormitory” is from the Latin “*dormitorium*” meaning “bedroom, equivalent to *dormi(re)* to sleep + *-torium*.”

15. The Applicant’s attorney asked persons to send comments on the Good Neighbor Agreement to Mr. Miliucci for consideration of changes to the Good Neighbor Agreement.

16. Are children allowed in the facility?

Answer: No. Mr. Miliucci said that he would change the rules document for the dormitory to specifically exclude children.

17. When will the facility open?

Answer: In early 2020.

18. Conditions will not be livable.

Answer: The Applicant will abide by all required health and safety rules.

19. Improve the appearance of the building.

Answer: The exterior of the building will not be changed.

MCR/jmhi
Attachments



NOTICE OF NEIGHBORHOOD MEETING
MONDAY, AUGUST 26, 2019
6:00 PM – 7:30 PM

Warrenton Community Center
170 SW 3rd Street

Dear Neighbors:

I am the Project Manager for Pacific Seafood's Application to construct a 100-bed dormitory in the existing Pacific Fabrication building located at 1815 NW Warrenton Drive.

I am writing to invite you to a neighborhood meeting to discuss the project and the proposed Good Neighbor Agreement. The neighborhood meeting will be held on Monday, August 26, 2019, between 6:00 PM and 7:30 PM at the Warrenton Community Center located at 170 SW 3rd Street. I invite you to attend the meeting to hear a short presentation on the Application and to answer your questions.

Very truly yours,

A handwritten signature in blue ink that reads "Michael Miliucci".

Michael Miliucci
Pacific Seafood

Sign in Sheet - Voluntary

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>	<u>E-mail</u>
Harry & Karyn Grass	30 NW 17th Pl,	720 244 6766	
Hil & Amy Harrison	15 NW 17th		hystoria@gmail.com
Rebecca Rubens		503.446.3007	rebeccarubens7@gmail.com

After Recording Return to:
Michael C. Robinson
Schwabe, Williamson & Wyatt, P.C.
1211 SW Fifth Avenue, Suite 1900
Portland, OR 97204

GOOD NEIGHBOR AGREEMENT
(the "Agreement")
Between the City of Warrenton and
Pacific Seafood Group

1. Introduction.

The Parties to this Agreement are the City of Warrenton, Oregon, a political subdivision of the state of Oregon (hereinafter referred to as the "City") and Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation (hereinafter referred to as "Pacific Seafood").

2. Effective Date of Agreement.

This Agreement shall be effective on _____, 2019.

RECITALS

- A.** Whereas, Pacific Seafood applied for a Type IV legislative amendment application (the "Application") to the text of the Warrenton Development Code (the "WDC") requesting that the Warrenton City Commission (the "City Commission") approve a text amendment (the "Amendment") to the Water-Dependent Industrial Shorelands ("I-2") Zoning District, and
- B.** Whereas, the City Commission received a unanimous recommendation from the Warrenton Planning Commission (the "Planning Commission") and a recommendation from the Warrenton Development Director to approve the proposed text amendment, and
- C.** Whereas, the City Commission conducted its public hearing on November 13, 2018 and took testimony from the Community Development Director, Pacific Seafood, those supporting the Application, and those opposed to the Application, and
- D.** Whereas, following the November 13, 2018 public hearing and in response to questions by the City Commission and the Mayor of Warrenton, Pacific Seafood submitted a revised text amendment to WDC 16.64.030 (the "Amendment") to allow residential

housing only for employees of an I-2 water-dependent use as a conditional use in the I-2 Zoning District (the "Dormitory"), and

- E. Whereas, the City Commission adopted the Amendment on January 22, 2019, and
- F. Whereas, the Amendment became effective on February 21, 2019.
- G. Whereas, the purpose of the Amendment is to allow work force housing to accommodate the unmet need for affordable, short-term housing for employees of a water-dependent industry in the I-2 zoning district as a conditional use, and
- H. Whereas, amended WDC 16.64.050(4) requires an applicant of a proposed dormitory use to enter into a Good Neighbor Agreement (the "Agreement") with the City, and
- I. Whereas, the purpose of this Agreement is to describe ongoing measures to ensure that the Dormitory's operation will not create undue adverse impacts on surrounding uses, and
- J. Whereas, Pacific Seafood has prepared this Agreement as a requirement of WDC 16.64.050(4)

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT TO FULFILL WDC 16.64.050(4).

REQUIREMENTS

1. The Agreement Runs with the Land.

The Parties agree that this Agreement runs with the land. Pacific Seafood maintains and operates two water-dependent industrial uses in the I-2 zoning district (the "Industrial Uses"). This Agreement pertains to the existing Bio Oregon plant, commonly known as Pacific Fabrication, which contains a vacant, water-dependent industrial use to serve as a dormitory for Pacific Seafood employees (the "Property"). The Property is located at 1815 NW Warrenton Drive and more particularly described on **Exhibit 1**.

2. Termination.

This Agreement shall not terminate unless (1) the owner of the Property changes so that the Property is no longer controlled by the owner of one or more of the Industrial Uses, or (2) the water-dependent use on the Property ceases to operate.

3. Requirements of the Agreement.

A. Pacific Seafood shall make the following improvements at the Dormitory after completing any necessary permitting and construction activities related to these improvements:

1. Construct a fence a minimum of six feet in height along Pacific Seafood's south and east property lines.
 2. Install a sign at the access to the Pacific Seafood facility stating (in effect), "Please be respectful of our neighbors by not talking loudly or loitering on this property."
- B. Pacific Seafood shall undertake the following measures related to traffic and transportation in order to minimize congestion and parking spillover, after obtaining any necessary permits:
1. Provide a shuttle for Dormitory residents to and from (a) their place of employment in the I-2 zone, and (b) shopping for groceries and other living necessities.
 2. Coordinate with shuttle drivers to prevent these vehicles from using access streets in the neighboring residential neighborhood to the east.
 3. Provide off-street parking for the Dormitory residents.
- C. In the event a Pacific Seafood employee who is living in the Dormitory is terminated from his or her employment role with Pacific Seafood, Pacific Seafood shall lawfully remove said employee from the Dormitory within twenty-four (24) hours, or the shortest amount of time permitted under applicable law.
- D. Pacific Seafood shall conduct background checks on any potential resident of the Dormitory so that only those applicants with reasonably acceptable and approved background checks are allowed to occupy the Dormitory.
- E. Pacific Seafood shall post in a conspicuous place on the Property the name of a contact person with a current email address to whom anyone may submit complaints or questions about the operation of the Dormitory, and Pacific Seafood shall respond within seventy-two (72) hours, if at all possible, to the contact information provided by the complainant.
- F. Pacific Seafood agrees to cooperate to the fullest extent possible with the City, City-recognized neighborhood associations, and City-recognized homeowners associations on any City plans to address nuisance-related activities in the City. The City shall be responsible for notifying Pacific Seafood in writing of such City plans.
- G. Pacific Seafood agrees to appear at homeowner association and recognized neighborhood association meetings when requested by the association with reasonable advance notice, or by the City, to address questions or concerns about operation of the Dormitory.
- H. Pacific Seafood shall make reasonable efforts to control litter on the Property and the spread of litter into nearby areas in order to avoid creating an unsanitary or unattractive environment.

4. Binding Nature of This Agreement.

This Agreement shall be binding upon all successors and assigns of Pacific Food that operate the Dormitory and shall run with the land unless terminated as provided for in Paragraph 2. Pacific Seafood's compliance with this Agreement shall be considered compliance with WDC 16.64.050(4).

5. Authority to Enter into This Agreement.

Pacific Seafood and the City agree that each of them have the authority, and their respective signatories are hereby authorized, to enter into this Agreement and each Party covenants that it has a good and valid right and lawful authority to enter into this Agreement.

6. Notice.

Any notice required or allowed to be delivered by this Agreement shall be in writing and be deemed to be delivered when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to (he following persons:

For Pacific Seafood:

Michael Miliucci

16797 SE 130th Avenue

Clackamas, Oregon 97015

For the City:

City Manager

City of Warrenton

P.O. Box 250

Warrenton, Oregon 97146-0250

7. Entire Agreement.

This Agreement contains the entire Agreement between the Parties and shall supersede and replace all prior agreements or understandings, written or oral, relating to the matter set forth herein. Any amendments to this Agreement must be in writing and signed by persons authorized by the Parties to do so.

8. Recording.

This Agreement shall be recorded in the public records of Clatsop County, Oregon.

9. Governing Law.

This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the state of Oregon, and all duly adopted ordinances, regulations, and policies of any governing authority of the jurisdiction over the Property described above now in effect and those hereinafter adopted.

10. Venue.

The proper location for the settlement of any and all claims, controversies, disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Clatsop County, Oregon.

11. Remedies.

The City shall have every power and remedy now or hereafter available at law or in equity to enforce this Agreement (including the right to revocation of land use permits and to specific performance), and each and every power and remedy may be exercised from time to time and as often as the City deems expedient. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other or others.

12. Execution in Counterparts.

This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all of such counterparts shall constitute one Agreement.

[Signatures and acknowledgments on following page.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

CITY OF WARRENTON, OREGON, a
political subdivision of the State of Oregon

By: Henry Balensifer III, Mayor

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by Henry Balensifer III, Mayor of City of Warrenton, a political subdivision of the state of Oregon.

Notary Public for Oregon
My Commission Expires: _____

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY, INC.

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me this _____ day of _____, 2019, by _____ of Pacific Seafood Group Acquisition Company, Inc., an Oregon corporation, on behalf of the company.

Notary Public for Oregon
My Commission Expires: _____

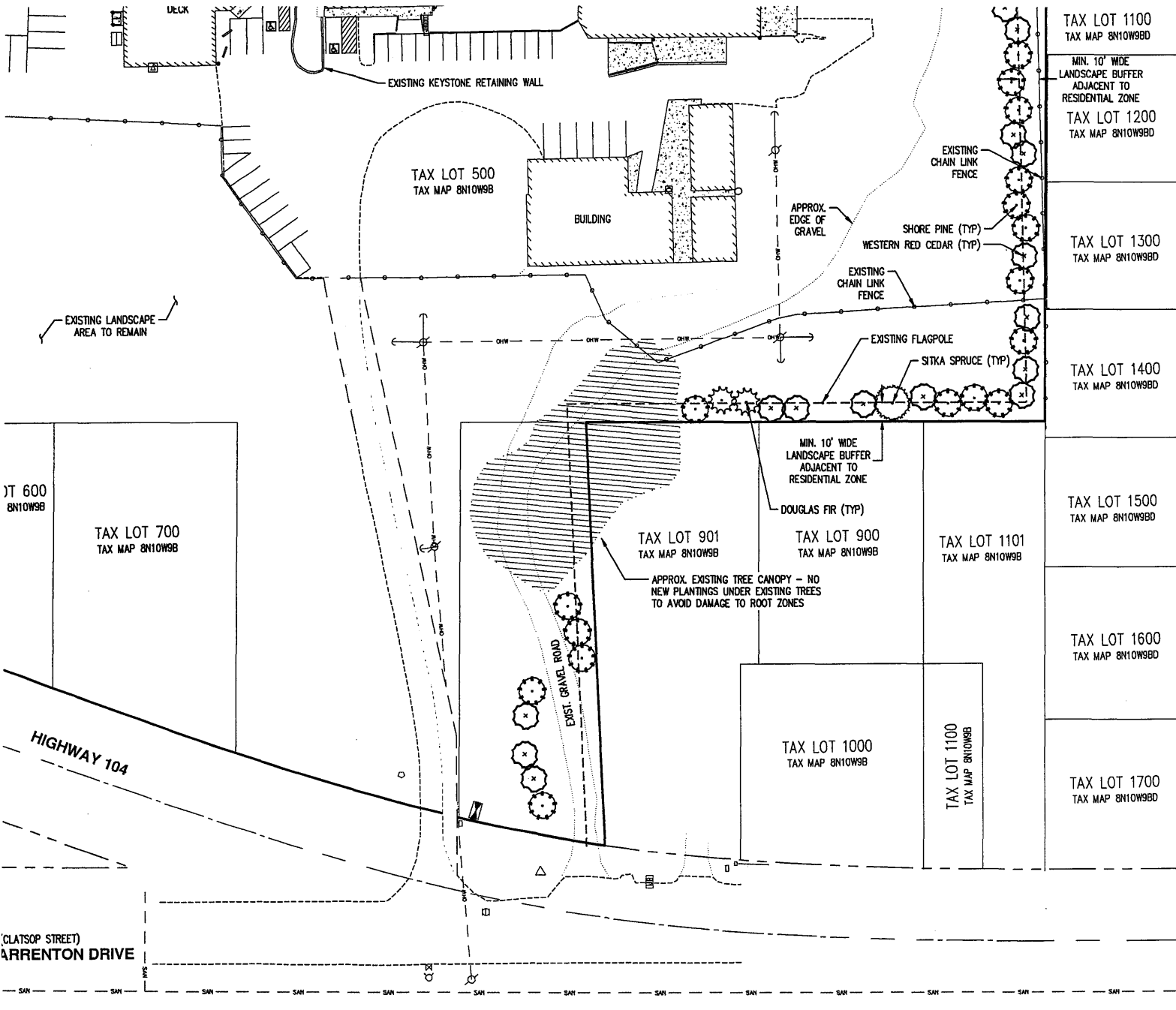
APPROVED AS TO FORM

Warrenton City Attorney
6 GOOD NEIGHBOR AGREEMENT
PDX/113023/241514/MCR/25499997

EXHIBITS TO THE AGREEMENT

Exhibit 1 Legal Description of the Property

EXHIBIT 1
Legal Description
[to be attached]



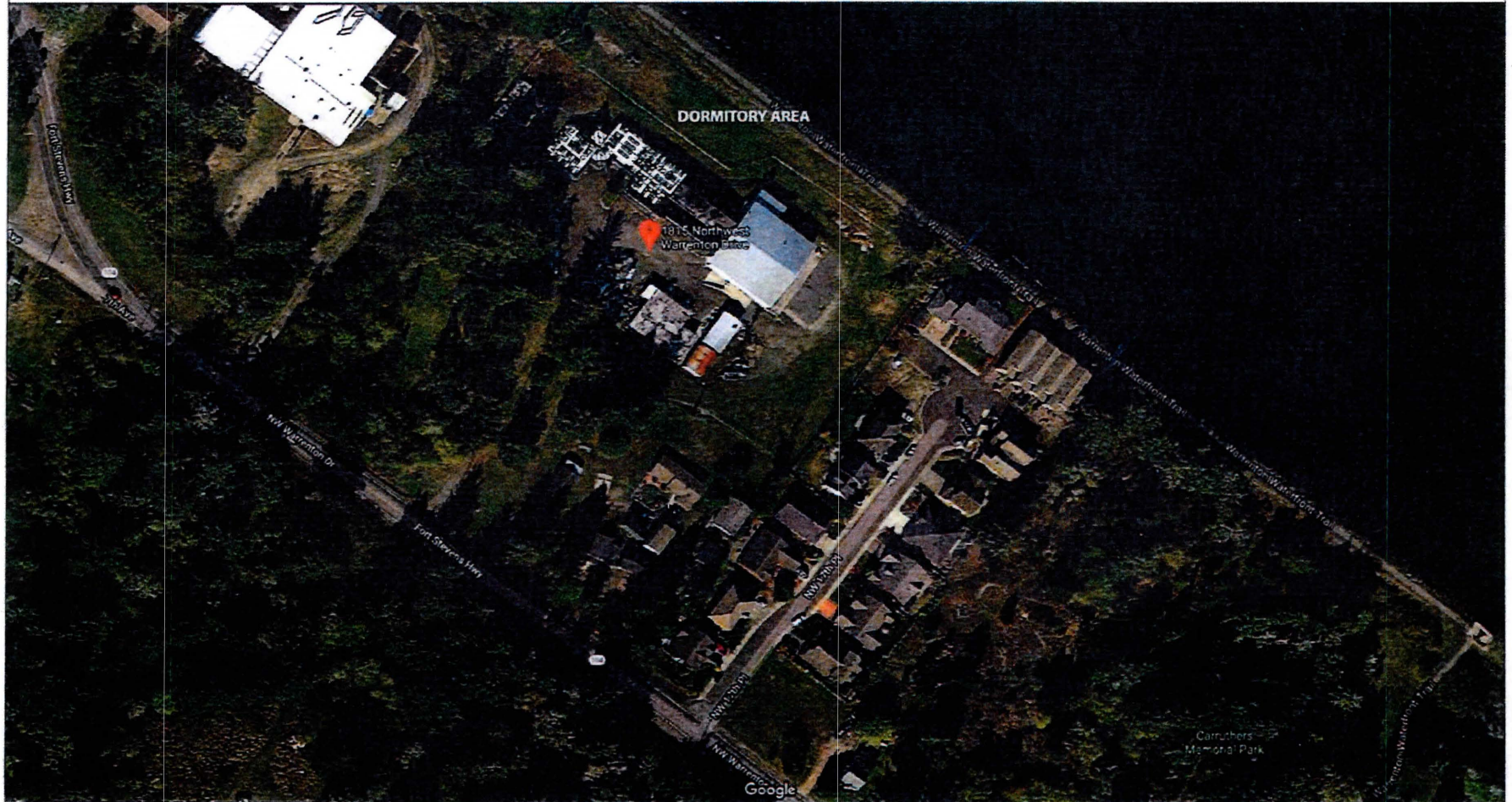
PRELIMINARY LANDSCAPE PLAN
1815 NW WARRENTON DRIVE
WARRENTON, OREGON



JOB NUMBER:	7426
DATE:	07/24/2019
DESIGNED BY:	KAH
DRAWN BY:	KAH
CHECKED BY:	MH

PACIFIC SEAFOOD

SITE PLAN - 2 APRIL 2019





NOTICE OF NEIGHBORHOOD MEETING
MONDAY, AUGUST 26, 2019
6:00 PM – 7:30 PM

Warrenton Community Center
170 SW 3rd Street

Dear Neighbors:

I am the Project Manager for Pacific Seafood's Application to construct a 100-bed dormitory in the existing Pacific Fabrication building located at 1815 NW Warrenton Drive.

I am writing to invite you to a neighborhood meeting to discuss the project and the proposed Good Neighbor Agreement. The neighborhood meeting will be held on Monday, August 26, 2019, between 6:00 PM and 7:30 PM at the Warrenton Community Center located at 170 SW 3rd Street. I invite you to attend the meeting to hear a short presentation on the Application and to answer your questions.

Very truly yours,

A handwritten signature in blue ink that reads "Michael Miliucci".

Michael Miliucci
Pacific Seafood



September 16, 2019

Dear Neighbors:

RE: Revised Dormitory Rules

I am providing you with a copy of the revised dormitory rules for the proposed dormitory in the I-2; "Industrial Shorelands," zoning district. I would appreciate any and all comments that you may have on the revised dormitory rules. Please them to my attention at:

Mr. Michael Miliucci
Pacific Seafood Group Acquisition Company, Inc.
16797 SE 130th Avenue
PO Box 97
Clackamas, OR 97015
Email: MMiliucci@pacseafood.com

You may also call me at (503) 905-4500 to discuss any comments you have on the revised dormitory rules.

Sincerely,

A handwritten signature in blue ink that reads "Michael Miliucci". The signature is written in a cursive style and is underlined.

Michael Miliucci

Enclosure



September 5, 2019

Dear Neighbors:

RE: Draft Good Neighbor Agreement

I am providing you with a copy of the draft Good Neighbor Agreement prepared by Pacific Seafood for the proposed dormitory use in the I-2, "Industrial Shorelands," zoning district. I would appreciate any and all comments that you may have on the draft Good Neighbor Agreement. Please send them to my attention at:

Mr. Michael Miliucci
Pacific Seafood Group Acquisition Company, Inc.
16797 SE 130th Avenue
PO Box 97
Clackamas, OR 97015
Email: MMiliucci@pacseafood.com

You may also call me at (503) 905-4500 to discuss any comments you have on the draft Good Neighbor Agreement.

Michael Miliucci

Enclosure

cc Mr. Kevin Cronin



NOTICE OF NEIGHBORHOOD MEETING
MONDAY, AUGUST 26, 2019
6:00 PM – 7:30 PM

Warrenton Community Center
170 SW 3rd Street

Dear Neighbors:

I am the Project Manager for Pacific Seafood's Application to construct a 100-bed dormitory in the existing Pacific Fabrication building located at 1815 NW Warrenton Drive.

I am writing to invite you to a neighborhood meeting to discuss the project and the proposed Good Neighbor Agreement. The neighborhood meeting will be held on Monday, August 26, 2019, between 6:00 PM and 7:30 PM at the Warrenton Community Center located at 170 SW 3rd Street. I invite you to attend the meeting to hear a short presentation on the Application and to answer your questions.

Very truly yours,

A handwritten signature in blue ink that reads "Michael Miliucci".

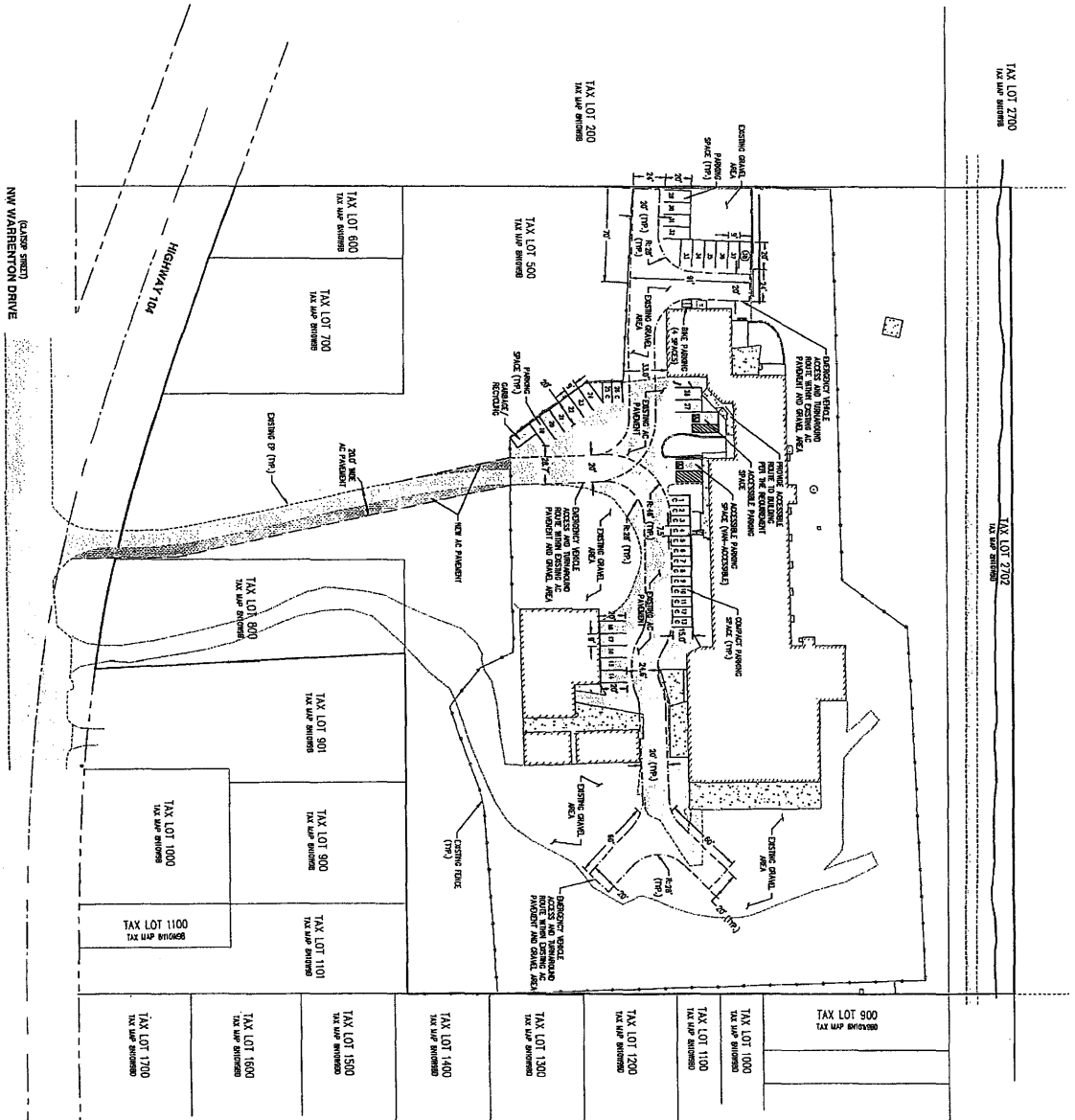
Michael Miliucci
Pacific Seafood

Exhibit 1
Page 1 of 1

Sign in Sheet - voluntary

<u>Name</u>	<u>Address</u>	<u>Telephone #</u>	<u>E-mail</u>
Harry & Karyn Grass	30 NW 17 th Pl	720 244 6766	
Hil & Amy Gramson	15 NW 17 th		hastoria@gmail.com
Rebecca Kinross		503.446.3007	rebecca@kinross.com

PARKING SUMMARY	
COMPACT SPACES (C)	15
STANDARD SPACES (S)	23
TOTAL	38
ADA ACCESSIBLE SPACES	2
BICYCLE PARKING SPACES	4



P-03

DATE	1/18/20
BY	AKS
CHECKED BY	AKS
DATE	01/27/20
APP. NO.	AKS
DATE	01/27/20
APP. NO.	AKS

PRELIMINARY

PRELIMINARY SITE PLAN
1815 NW WARRENTON DRIVE
WARRENTON, OREGON

AKS ENGINEERING & FORESTRY, LLC
 12365 SW HERMAN RD, STE 100
 TILLAMOOK, OR 97142
 503.963.6151
 WWW.AKS-ENG.COM

ENGINEERING • SURVEYING • NATURAL RESOURCES
 FORESTRY • PLANNING • LANDSCAPE ARCHITECTURE

PACIFIC SEAFOOD

SITE PLAN - 2 APRIL 2019





7.B

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, AICP, Assistant City Manager/Development Director
DATE: For Agenda of September 24, 2019
SUBJ: DLCDC Technical Assistance Grant | Economic Development Strategy

SUMMARY

The Department of Land Conservation & Development (DLCDC) announced their biennial grant program for general planning assistance. The grant application is due October 1. The City of Warrenton needs to update its commercial and industrial land inventory on the heels of the housing policy update. In addition, the City does not have a clear, data driven economic development strategy for diversifying the local economy and tax base. Staff would like authorization to apply for a \$75,000 grant with a small cash match from the Department professional services budget and staff time (CD Director & RARE). Economic development projects score very highly, a match increases the competitiveness, and the Director's history of completing similar projects are qualified indicators for a successful award. A grant award will be used to hire a consultant to conduct the technical analysis and assist with public involvement. The project was presented to the City Commission of the Department Work Program FY 19-20.

The project would accomplish the following:

- *Commercial & Industrial BLI Report/Maps*
- *Economic Opportunities Analysis (EOA)* as required by ORS/OAR
- *Economic Development Strategy* based on a traded sector business strategy

RECOMMENATION/ACTION

Staff is requesting authorization to apply and a letter of support from the Mayor. No other action is needed or requested.

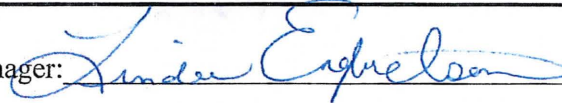
Suggested Motion

I move to authorize staff to apply for a technical assistance grant to help grow our local economy and for the Mayor to sign a letter of support.

Fiscal Impact

A small match is already budgeted in the CD Department budget. Grant funds will be passed through to fund the procurement of a consultant.

Approved by City Manager:

A handwritten signature in blue ink, appearing to read "Linda Engle", written over a horizontal line.

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



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5518

www.oregon.gov/LCD



DATE: August 9, 2019

TO: Oregon cities, counties, and regional governments
Oregon Tribes
Oregon councils of government

FROM: Jim Rue, Director
Gordon Howard, Community Services Division Manager

SUBJECT: 2019-2021 Technical Assistance Grants

The Department of Land Conservation and Development is pleased to offer grant awards for land use planning projects in Oregon communities during the 2019-2021 biennium. If your community or organization is considering a planning project that is eligible for Technical Assistance grant funding, please complete and submit an application. The form and instructions are available at <https://www.oregon.gov/lcd/CPU/Pages/Community-Grants.aspx>. If you experience difficulty accessing the materials, please contact Gordon Howard, Community Services Division Manager at 503-934-0034 or DLCD.GFGrant@state.or.us.

Please contact the DLCD regional representative for your region or community for guidance prior to submitting the application. You can find a current list of regional representatives at <https://www.oregon.gov/lcd/CPU/Pages/Regional-Representatives.aspx>.

Technical assistance grant applications are due no later than October 1, 2019. The grant awards will be determined through a competitive process based on program priorities contained in the Grants Allocation Plan approved by the Land Conservation and Development Commission and evaluation criteria explained in the application packet.

This memo addresses Technical Assistance grants only. Other grants from the department's general fund (e.g., Periodic Review, Planning Assistance, and Columbia River Gorge grants) are offered separately. NOTE:

1. For the 2019-2021 biennium, the department has grant funds available for implementation of [HB 2001](#) and [HB 2003](#), adopted by the 2019 Legislature. These bills involve provision of needed housing in Oregon's medium and large cities, as well as in Metro area counties. Those grant funds are available for a more limited scope of housing projects. If your proposal qualifies for one of these sources of grant funding, DLCD staff will contact you to provide information and discuss the matter.
2. Also, for the 2019-2021 biennium, the department is reserving a set amount of grant funds for implementation of [SB 2](#), also adopted by the 2019 Legislature. This bill provides additional economic development opportunities within ten eastern Oregon

2019-2021 Technical Assistance Grants
August 9, 2019
Page 2 of 2

counties. Criteria for these grants will be issued in September 2019. Technical assistance grant applications pursuant to SB 2 will not be due until November 1, 2019.

cc: Grants Advisory Committee



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig, P.E., Public Works Director
DATE: September 24, 2019
SUBJ: Fall Festival Event Application

SUMMARY

The Warrenton Parks Advisory Board in conjunction with the WBA and Jeanne Smith propose a Fall Festival event at the Quincy and Bessie Robinson Park on October 26, 2019. This event will have a Zombie Parade, festival booths on the tennis courts, hayrides, pony rides, a chili cook off, games, other activities, and amplified music. The event planners propose to make this an annual City of Warrenton event and request the City Commission waive the \$175.00 fees associated with park rental.

This event is from 10:00a.m. to 6:00p.m. and proposes to have amplified music requiring the approval of the City Commission. As the event will run concurrently with a wedding reception at the Community Center, event planners and sponsors will exercise consideration and maintain the amplification at a level that is not disruptive.

RECOMMENDATION/SUGGESTED MOTION

I move to waive the park rental fees for the Fall Festival in Quincy and Bessie Robinson Park from 10:00a.m. to 6:00p.m. on Saturday, October 26, 2019 and approve the use of amplified music with consideration for the Community Center event.

ALTERNATIVE

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

FISCAL IMPACT

This project will not impact expenses in the general fund budget.

Approved by City Manager: _____

Jinda Engstrom

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

CITY OF WARRENTON EVENTS APPLICATION

Application Date: 8/23/19 Event Date(s): 10/26/19
The City requires 60-business days for processing applications and 30-calendar days for approval of ground site plans not submitted with the application.

Reservation Fee (see attached schedule) \$25.00 \$50.00 \$100.00

EVENT INFORMATION

Host Organization:

Organization Name: Jeanne Smith and WBA

Type of Organization: In-City Personal/Non-Profit Out of City Personal/Non-Profit Commercial

Mailing Address: 180 Kalmia Ave, Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: " " "
(If Different from Mailing Address)

Cell Phone: 417-343-5589 Fax Number: _____

Website Address: http:// e-mail - jeajea214@gmail.com

Event Organizer:

Name: Jeanne Smith Title: _____

Mailing Address: 180^{sw} Kalmia Ave, Warrenton, OR 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: _____ Cell Phone: 417-343-5589

Fax Number: _____ Email: _____

2nd Contact: Mike Moha Cell: 503-288-0470 Email: moham@warrentonk12.org

On-Site Contact:

Contact information for the person who will be on-site and will be the primary contact on the day of the event.

Name & Title: Jeanne Smith

Mailing Address: 180 sw Kalmia Ave, Warrenton, 97146
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: _____ Cell Phone: 417-343-5589

Fax Number: _____ Email: jeajea²¹⁴@gmail.com

Alt. On-Site Contact 1: Mike Moha Phone: 503-288-0470 Email: moham@warrentonk12.org

Alt. On-Site Contact 2: _____ Phone: _____ Email: _____

****Please attach to this application a list of any other managers and security staff who may be contacts in the event of an incident or emergency****

Event Details:

Event Name / Title: Warrenton Fall Festival

START Date/Time: 10am END Date/Time: 6pm

- Facility*: Gazebo Picnic Shelter Concession Stand Play Courts
 Baseball Field #1 Baseball Field #2 Baseball Field #3 Baseball Field #4
 Entire Q. Robinson Park* Carruthers Park* Ft. Stevens Parade Grounds*
 Seafarer's Park* Post Office Park Statue Park
 Skipanon River Park* Library Park* Triangle Park*

**Excludes any playgrounds or playground equipment at any of the parks.*

Tansy Point Park Other City Properties: _____

City Trails: _____

Community Center **** Reservation made through City Hall 503-861-2233**

City Streets: *See instructions under Temporary Street Closure section below.*

- Type of Event: 5k or 10k Runs Bike Races Block Party Celebration
 Ceremony Concert Festival Fundraiser
 Farmers Market Marathon Parade Procession
 Planned Demonstration or March Street Fair Walkathons
 Other: _____

Event Description (25-word Minimum):

Fall Festival with kid games, trike or tractor riding from cars, possible hay rides or tractor rides, arts and crafts, vendors, possibly chili cookoff, hot dogs, popcorn, "Zombie Dance" - see attached note sheet.

Is this an annual event? Yes No Maybe

Is there an admission/entry fee? Yes No

Details of Fee: _____

Anticipated Attendance: 300 not all at once Choose One: Adult Juvenile Both

Grounds Set-Up Plan: *A complete Grounds Set-Up Plan is required for all events. The plan must be attached to this application and include a map with locations for sanitation dumpsters/cans, concessions, stages, toilets, parking, traffic flow, etc. Any changes to the Grounds Set-Up Plan after it is submitted will require additional approvals.*

Sanitation Services Required: Yes No *(If Yes, contact City Hall at 503-861-2233 for scheduling.)*

Quantity of Dumpsters: 1 2 3

Dumpster Size: 1.5 c.y. 2 c.y. 3 c.y.

Service Required: Daily Once More: _____

Restrooms: Yes No Quantity of Portable Toilets: 3

Catering/Food Vendor Details: Not Applicable

Event will include the following: (Mark all that apply)

- Alcoholic Beverages Non-Profit Food Vendors Pre-Packaged Food/Beverage Items
 Professional Catering Pot Luck Items Retail Food Vendors

- Event Organizer must obtain health permits from all food handlers.
- If alcoholic beverages will be served an OLCC permit is **REQUIRED** as well as a **\$200 permit fee**.
- If a professional caterer will be hired for the event, please provide below information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Health Insurance.

Company Name: _____ Contact Name: _____

Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Fax Number: _____

- Concession Facilities: City Portable Quantity: maybe 2 or 3 - *VFW might use concession stand*
- All concessionaires and caterers will need to provide their own fire extinguishers sufficient to meet minimum emergency standards for their concession/catering area and facilities.

Staging Details: Not Applicable

Mark all of the following items that will be used at the event:

- Amplified Music Bleachers Dance Floors Live Entertainment
 Loud Speakers Microphone(s) Stage(s) Auxiliary/Stage Lights
 Other: - might have D.J., but nothing staged at this point

NOTE: If any of the above items will be used, indicate their location on your attached Grounds Set-Up Plan. Use of the above items may require the Event Organizer to meet ADA Regulations, Fire Code, and City Noise Ordinance regulations.

Temporary Street Closures:

Will you be requesting any street or sidewalk closures? Yes No *May require City Commission Approval

Street: - Drive-around Alder Kidd 3 and 4 - see map Start Date: 10/26 Time: 10am
End Date: 10/26 Time: 6pm

Type of Closure: Street Closure Sidewalk Closure

- If your event requires a multi-day closure you may be required to complete information for each day.
- Keep in mind that streets must be closed from intersection to intersection. No mid-block closures.
- It may be necessary to obtain a Professional Traffic Plan.
- The City of Warrenton may require that all affected residents/businesses both on and adjacent to the street closure be notified of the closure. The method of notification may be done by door hangers, personal contact, or other manner that is likely to get attention of building/business owner or tenant. The City may require proof of this notification in the form of a letter and date of mailing, a list of property owners notified, or similar methods. This assertion is made under potential penalty of ORS 162.085 "Unsworn Falsification." Applicant also acknowledges that any loss of income to an affected party not notified would be the responsibility of the applicant and not that of the City of Warrenton.

Do you have your own barricade equipment? Yes No

How will you meet barricade requirements?

- Host will rent barricade equipment, host will set-up & tear-down equipment.
- Host will rent barricade equipment, private company will set-up & tear-down.
- Host would like to use barricade equipment from the City of Warrenton.
 - Host will set-up & tear-down equipment.
 - Host would like City personnel to set-up and tear-down equipment.

It may be possible to use City equipment. A representative from the City will let you know if you can use any City equipment and if there will be any additional cost.

If renting barricades from a private company they must have a Warrenton Business License. Please provide:

Company Name: _____ Contact Name: _____
 Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)
 Physical Address: _____
(If Different from Mailing Address)
 Primary Phone: _____ Alternate Number: _____

Parking & Shuttle Services: Not Applicable

Parking Details: *Please describe Public Parking arrangements (Indicate location on Grounds Plan)*

Shuttle Service: Will a shuttle service be provided to the event site? Yes No

Shuttle Service Plan: **(Describe the plan. Indicate pick-up, drop-off locations on Grounds Plan)**

If providing a private shuttle service, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____
 Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)
 Physical Address: _____
(If Different from Mailing Address)
 Primary Phone: _____ Alternate Number: _____

Security and/or Police: Not Applicable

- Event Organizer is requesting assistance from the Warrenton Police Department.
- Event Organizer will provide a private security company.

If providing a private security company, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____
 Mailing Address: _____
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____
(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Fire Details: Not Applicable

All fire details below should be noted on the Grounds Set-Up Plan.

- Event will require the use of electrical generators.
- Event will host the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects.

NOTE: Any use of weapons that are loaded and discharged may be prohibited by City Ordinance or may require a police officer or security on site when used. The Police will notify you.

- Event will include canopies/tents with over 200 feet of material but not more than 400 feet.
- Event will include canopies/tents with over 400 feet of material.
- Cooking equipment with excessive heat, spark and/or open flame will be used.

If hosting the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects, please provide the following information:

Date of Demonstration: _____ Time: _____

Demo & Location Description *(Please indicate location of the show and/or launching on the Grounds Plan)*

Medical Plan:

All events are required to have a First Aid Station or First Aid Kit on-site. Please indicate the location on the Grounds Plan/Map. Please indicate which of the following applies:

If necessary, in the case of an emergency, the On-Site Contact will call 9-1-1.
(This option is only available to events under 500 daily attendance.)

- Event Organizer will provide an ambulance company to be on site.
- Event Organizer will provide a medical doctor, registered nurse, and/or EMT Staff to be on site.

If providing an ambulance company, please provide the following information and attach copies of their Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: _____ Contact Name: _____

Mailing Address: _____

(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____

(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

If hiring a medical doctor, RN, and/or EMT Staff, please provide the following information and attach a copy of their identification credentials.

Company Name: _____ Contact Name: _____

Mailing Address: _____

(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: _____

(If Different from Mailing Address)

Primary Phone: _____ Alternate Number: _____

Evacuation Plan:

Please provide a detailed description of your emergency evacuation plan.

Miscellaneous:

Animals:

Will there be any kind of animals at this event (e.g. petting zoo, pony rides, etc.)? Yes No

(If so, please indicate the location of the animals on the Grounds Plan/Map.)

NOTE: If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations. All animal waste must be removed from the site and disposed of properly, not in any City garbage receptacles.

Balloons: **BALLOON LAUNCHING PROHIBITED AT CITY-APPROVED EVENTS/FACILITIES**

Due to the dangers posed by mylar balloons, latex balloons, balloon strings, valves, and etc. the City of Warrenton does not allow balloon launching of any form during City-Approved events or from City Facilities. Balloons are allowed for decoration ONLY and care should be taken to prevent any release.

Insurance: Not Applicable

Proof of valid Liability Insurance Policy coverage required 14-days in advance of event to cover all dates for the duration of the event.

Name of Insurance Provider:

City Coverage WBA Event

Coverage Amount: _____

Insurance Agent: _____

Phone: _____

Deposit: Not Applicable

- A refundable deposit of \$250 shall be charged for group event reservations.
- Remittance of the deposit at the time of the application will hold the site until the application is approved.
- The deposit may be held for up to 30-days following the event.
- The deposit is due before the event will be scheduled.
- Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable.
- For the purpose of this section, a group event is any event where 75 people or more are expected to attend or participate.
- Any request for waiver of the deposit can only be approved by the City Manager or the designee of the City Manager.

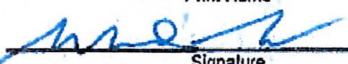
Indemnification:

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Warrenton, and the City of Warrenton's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Manager or City Attorney or their designee.

I certify that all of the information on this application is true and correct.

Host Organization and/or Event Organizer hereby requests waiver of insurance under the prohibitive cost exemption. Note: This waiver is offered only to very small event applicants and will be determined by the City Manager.

Mike Mohr for Jeanne Smith
Print Name

Signature

WBA Chair
Title
8/23/19
Date

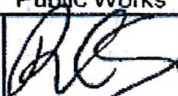
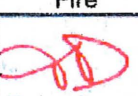
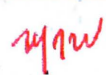

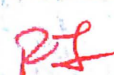
QUESTIONS?

If you have questions about facilities you can call Nancy Claterbos on Public Works 503-861-0912.
 If you have question about this form you can call Police Chief Mathew Workman 503-861-2235.

Cannot use Field 4 as it will be under construction. Festival will be on the tennis courts and Field 3.

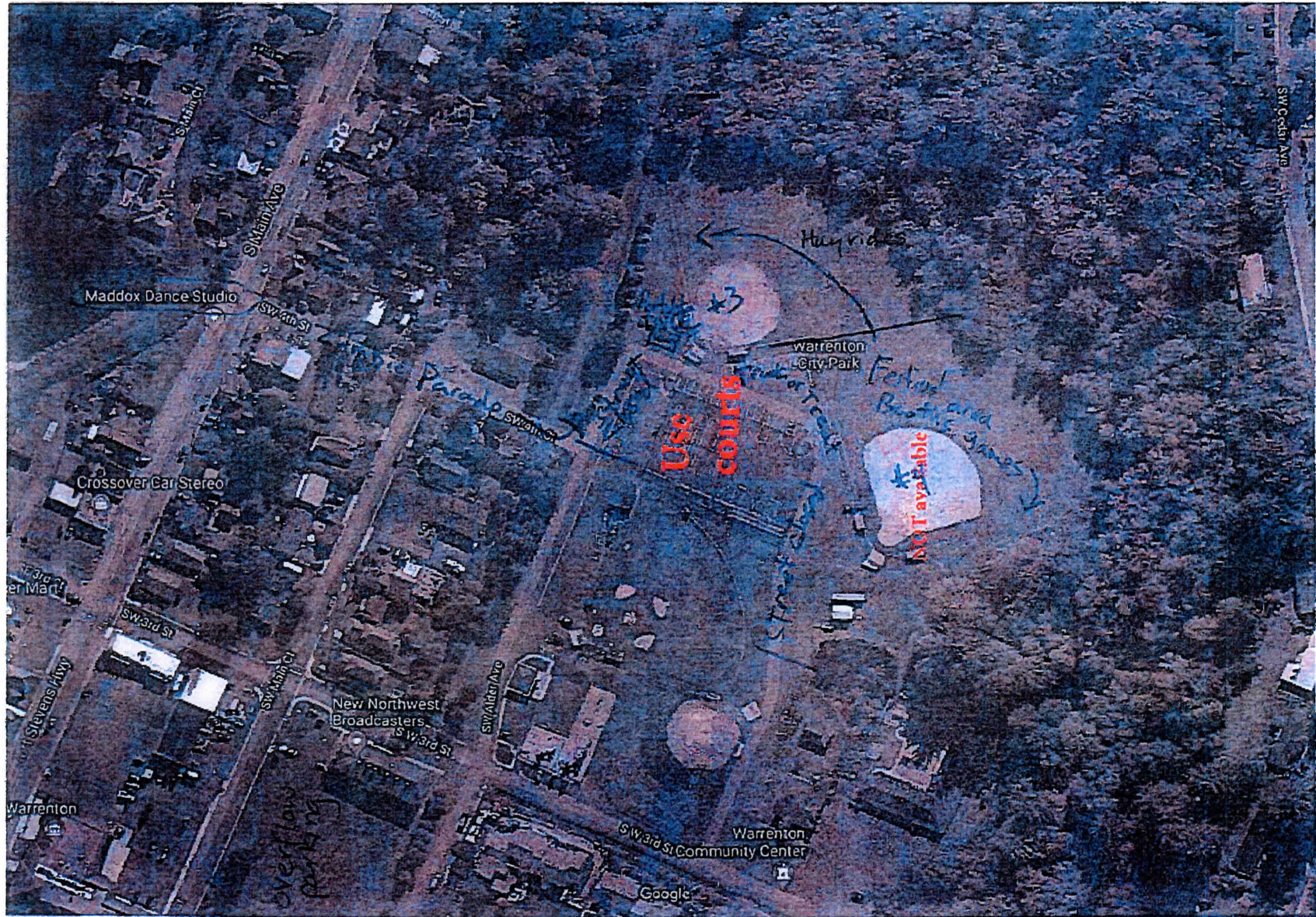
Department Approvals:

- Initial and write "Approve", "Not Approved", or "N/A" if this event does not affect your department.
- If you write "No Approved" you must attach a memo with your reasons and what the applicant needs to do to gain your approval.

Finance	Public Works	Fire	Police	Planning	Building	Marinas
						N/A

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:



Imagery ©2019 Google, Imagery ©2019 Maxar Technologies, State of Oregon, USDA Farm Service Agency 100 ft

Fall Festival
Saturday, October 26th 2019
Time?

*Zombie walk – Thriller (start at *Maddox* end at park-siren with announcement of zombies approaching)
(drama department, dance studios)

*Chili cook off-Charge for a spoon for tasting.

Receive tickets to vote on favorites. Winner receives trophy and has name added to cook-off plaque.

*Food vendors-hotdogs and brats, BQ, popcorn/kettle corn, cotton candy, caramel apples, apple cider (charge for space)

*Games (churches, school clubs, city committees)

*Activities-Face painting, pumpkin decorating, fun photos (churches, school clubs, city committees)

*Hay Rides

*Pony Rides

*Petting Zoo

*Live Music

*Bounce House

*Trunk-or Treat-Best decorated trunk receives trophy and name added to plaque

*Art and Craft Vendors

All money raised goes to-

Dawne Shaw

From: Mathew Workman
Sent: Friday, September 6, 2019 12:36 PM
To: Jeanne
Cc: Dawne Shaw
Subject: Re: Fall Festival

Follow Up Flag: Follow up
Flag Status: Completed

I cc'd the Fire Chief on my reply to you. If he has any issues or questions he will contact you directly.

City Commission meetings are the 2nd and 4th Tuesday's at 6pm. You would need to contact City Recorder Dawne Shaw to get on an agenda. I have Cc'd her on this reply so you have her email.

Mathew Workman
Chief of Police

This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

Sent from my iPhone

From: Jeanne <jeajea214@gmail.com>
Sent: Friday, September 6, 2019 12:07:47 PM
To: Mathew Workman <mworkman@ci.warrenton.or.us>
Subject: Re: Fall Festival

Thank you for getting back to me. I have a couple questions. Do I need to talk with the fire chief or has the application been sent to him and he will contact me? And do you know when the next city commission meeting is and do I need to attend?

Thank you
Jeanne Smith

Sent from my iPhone

On Sep 6, 2019, at 11:47 AM, Mathew Workman <mworkman@ci.warrenton.or.us> wrote:

Hi Jeanne,

I believe this will answer all of my questions and concerns but may create some questions (tents, canopies, and cooking) for the Fire Department though I will leave that up to Chief Demers. I will go ahead and sign-off on the event but make the following suggestions:

- Make sure you remember the restrictions on the "Will have Animals" they must be at least 50-feet away from any food, have portable handwashing stations, and

all animal waste must be cleaned up and properly disposed of but NOT in City garbage receptacles.

- If you have any amplified music, DJ, radio broadcast, etc. you must get City Commission approval at a City Commission meeting.
- It would be helpful if you can muster the zombies at the Masonic Temple parking lot or close to the barricade at 4th and Alder Court to avoid the need for traffic control on 4th Street from Main to the park. The Police will still be there to help facilitate the walk and protect the zombies (albeit counter intuitive! 😊).

I think that is all of my comments for now and again, this looks like a great event for Warrenton!

Chief Workman

Mathew J. Workman, Chief of Police
Warrenton Police Department
225 S. Main Avenue, P.O. Box 250
Warrenton, OR 97146
503-861-2235 (Office)
503-861-2863 (Fax)
503-791-9995 (Work Cell)
Facebook: "Warrenton Police Department"
Twitter: "WarrentonPD"
<http://www.ci.warrenton.or.us/police>

This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. If you have received this email in error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

From: Jeanne <jeajea214@gmail.com>
Sent: Friday, September 6, 2019 10:33 AM
To: Mathew Workman <mworkman@ci.warrenton.or.us>
Subject: Fall Festival

I have sent a copy of this to Mike Moha as well.
Have a blessed day

The actual festival takes place 11-5. The extra 2 hours is for set-up and tear down.

There will be no chili cook-off this year. Not enough time to prepare and the health department has not gotten back to me on the regulations and rules.

Ball field 3 will be used for the petting zoo, hayrides, and pumpkin patch. If there is room, the bounce house too but if not that will be relocated to another section.

Waiting on a reply from the radio station for a remote broadcast. I will be contacting a DJ company as a back-up plan.

Cooking equipment will be used, at least 2 grills but that can change. I will say 4 just to cover my bases. I have 15 to 20 vendors interested in running booths and they will be using canopies. The carnival games will also be covered in canopies. Both vendors and games will be set up in the tennis/basketball courts.

The trunk-a-treat will be held in the parking area between the ball field 3 and the tennis courts. The cars will stay throughout the event and will not be moved.

The zombie walk is just a group of people dressed as zombies who will be walking to the park, stopping at the tennis courts and doing a dance to Michael Jackson's "Thriller". Maddox studio was chosen for staging purposes for the dancers. We can gather closer to the park if that makes it easier on you.

If you have anymore questions please don't hesitate to contact me.

Thank you

Jeanne Smith

Jeajea214@gmail.com

[417-343-5589](tel:417-343-5589)

Sent from my iPhone

On Sep 5, 2019, at 4:17 PM, Mike Moha <moham@warrentonk12.org> wrote:

Hi Jeanne,

Here are the concerns that will have to be addressed before the application is accepted.

----- Forwarded message -----

From: **Mathew Workman** <mworkman@ci.warrenton.or.us>

Date: Thu, Sep 5, 2019 at 4:11 PM

Subject: Warrenton Fall Festival Application

To: Mike Moha <moham@warrentonk12.org>

Cc: Dawne Shaw <dshaw@ci.warrenton.or.us>, Tim Demers <tdemers@ci.warrenton.or.us>, Richard Stelzig <rstelzig@ci.warrenton.or.us>, Linda Engbretson <lengbretson@ci.warrenton.or.us>

Hi Mike,

I was reviewing the WBA Event Application for the "Warrenton Fall Festival." I have the following questions or need the following clarified:

- Is 10am to 6pm the correct times? This seems like a really long event and I am not sure I have the resources to cover all of this time especially since you checked that you want the WPD to handle security. We would need help from CCSO for that long of an event.
- In the event description the word "possible" is used repeatedly. Normally I need it to be more definitive so I can determine what I need to plan for. When will you know if these "possibles" are "definites."
- You have "Not Applicable" checked for "Staging Details" and then checked "Amplified Music" and "Might have a DJ" and the attached sheet says "Live Music." All of these items substantially change the application as these MUST have specific City Commission Approval to do these things if it will be amplified.
- "Temporary Street Closure" is checked and it says "Drive Around Alder field 3 and 4 – see map". I need more clarification on this as to what it means. I think it means you will be driving around field 3 & 4 but not on the street? Is that correct?
- Fire Details is checked "Not Applicable". I wonder with all the types of vendors, concessions, and booths like the kettle corn if there will be some "open flames" or cooking heat required that the Fire Chief would need to check. I also assume some of these vendors will have tents but just make sure they are under the requirements to report.
- Medical Plan is fine with the expected numbers.
- Under Miscellaneous you DID NOT check that there will be animals but the attached sheet shows "pony rides" & "petting zoo". If these are to happen there are specific instructions and location restrictions that MUST be followed.
- "Zombie Parade": I would like more information on what this is and why it needs to start at Maddox Dance Studio. Starting it there will take at least three officers to control traffic at Main Ave, Main Court, and Alder Ave. until the parade is in the closed area of the park. Where exactly will it end?

So I think this event is great and would love to help it come to fruition but I need more information before I will sign off on it. Once I get my questions answered and the clarifications made I will reevaluate the application. Thanks.

Chief Workman

Mathew J. Workman, Chief of Police

Warrenton Police Department

225 S. Main Avenue, P.O. Box 250

Warrenton, OR 97146

503-861-2235 (Office)

503-861-2863 (Fax)

503-791-9995 (Work Cell)

Facebook: "Warrenton Police Department"

Twitter: "WarrentonPD"

<http://www.ci.warrenton.or.us/police>

This message may contain confidential and/or proprietary information and is intended for the person/entity to which it was originally addressed. If you have received this email in error, please contact the City and then shred the original document. Any use by others is strictly prohibited.

--

Mike Moha
Business Manager
Warrenton-Hammond School District

moham@warrentonk12.org
503-861-2281

Sent from my iPhone

Nancy Claterbos

From: Jeanne <jeajea214@gmail.com>
Sent: Thursday, September 12, 2019 3:22 PM
To: Nancy Claterbos
Subject: Re: Fall Festival

Thanks for getting back to me. I was under the impression there would not be a fee since this was a city wide event. Am I mistaken in this?

The music should not interfere with the wedding. It's more for background noise. Could you tell me what time the wedding will be taking place?

Thank you
Jeanne Smith

Sent from my iPhone

On Sep 12, 2019, at 1:48 PM, Nancy Claterbos <nclaterbos@ci.warrenton.or.us> wrote:

You will need to appear before the City commission at the September 24 meeting and there are some questions that the City would like answered.

There will be a wedding at the Community Center that same day and the City wants to know that the amplified music and announcements will not be so loud as to interfere with the event at the Center. Who will be paying the fees for the facility use? The fees will be \$25.00 for the reservation fee and \$150.00 for the facility use. I am uncertain if the deposit will be necessary, but if so, it is \$250.00. I will be preparing an agenda memorandum tomorrow morning and would like to have the answers as soon as possible to put in the memorandum. The use has been approved pending City Commission approval and the answer to the volume inquiry.
Thank you.

Nancy Claterbos | Public Works Secretary | City of Warrenton
45 SW 2nd St. | P.O. Box 250 | Warrenton, OR 97146
Office: (503) 861-0912 | Fax: (503) 861-9661
nclaterbos@ci.warrenton.or.us | www.ci.warrenton.or.us

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited."

From: Mike Moha <moham@warrentonk12.org>
Sent: Thursday, September 12, 2019 12:36 PM
To: Nancy Claterbos <nclaterbos@ci.warrenton.or.us>; Jeanne <jeajea214@gmail.com>
Subject: Re: Fall Festival

Hi Nancy,

Jeanne and I are wondering if it is okay to start advertising for the Fall event? Are we still waiting for approval from any departments?

Thanks.

Mike

On Wed, Sep 4, 2019, 7:48 AM Nancy Claterbos <nclaterbos@ci.warrenton.or.us> wrote:

Jeanne,

I am passing the paperwork information for approvals to the department heads. There may be additional comments. At this time, there is nothing scheduled at the park, but your event. Mike already knows you will need to use the tennis courts instead of field 4 as it will be under construction at the time of your event. Field three will be available.

Nancy Claterbos | Public Works Secretary | City of Warrenton
45 SW 2nd St. | P.O. Box 250 | Warrenton, OR 97146
Office: (503) 861-0912 | Fax: (503) 861-9661
nclaterbos@ci.warrenton.or.us | www.ci.warrenton.or.us

"This message may contain confidential and/or proprietary information, and is intended for the person/entity to which it was originally addressed. If you have received this email by error, please contact the City and then shred the original document. Any use by others is strictly prohibited."

-----Original Message-----

From: Jeanne <jeajea214@gmail.com>
Sent: Monday, September 02, 2019 5:42 PM
To: Nancy Claterbos <nclaterbos@ci.warrenton.or.us>
Subject: Fall Festival

Hello Nancy this Jeanne Smith. I am working on the Fall Festival plans. I haven't heard anything back on the application turned in. I wasn't sure how long it takes. Do you kind of have an idea when I could make this official? I'm getting excited. Please e-mail or call me if you have any further questions. Have a blessed day Jeanne Smith
417-343-5589
jeajea214@gmail.com

Sent from my iPhone



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Jane Sweet, Harbormaster
DATE: September 24, 2019
SUBJ: Bid Award – 2019-2020 Hammond Dredge Project

SUMMARY

A public bid opening was held on August 30, 2019 for the above referenced Hammond Marina project. Bergerson Construction was the lowest responsive bidder.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to approve awarding the contract for the 2019-2020 Hammond Dredging Project to Bergerson Construction for the amount of \$748,560.

"I move to authorize the Mayors signature on the 2019-2020 Hammond Marina Dredging Project contract documents"

ALTERNATIVE

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

FISCAL IMPACT

\$748,560 is budgeted for this project in the Hammond Marina Capital Improvement Fund.

Approved by City Manager:

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

**CITY OF WARRENTON
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this 24th day of September 2019, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Bergerson Construction, hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

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

WHEREAS, CONSULTANT is able and prepared to provide such 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. CONSULTANT SERVICES:

A. CONSULTANT shall provide Hammond Marina Dredging services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract 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 CONSULTANT a total not-to-exceed price of \$748,560.00 for performance of (type of professional service) ;

B. The CONSULTANT will submit a final invoice referencing Hammond Marina Dredging Project for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to ap@ci.warrenton.or.us. 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. CONSULTANT IDENTIFICATION

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be Linda Engbretson, City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be Greg Morrill.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT 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 CONSULTANT 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 CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT 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 CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT 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 CONSULTANT, 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 CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. 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. CONSULTANT 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 CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONSULTANT 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 CONSULTANT 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 CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, 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, CONSULTANT, or others resulting from or arising out of CONSULTANT'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 CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT'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. CONSULTANT shall obtain, at CONSULTANT'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 CONSULTANTS, sub consultants 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. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT'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.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT'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, CONSULTANT 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.

E. 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 CONSULTANT 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. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

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

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT 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.

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

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's 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.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT 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 CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT 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. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

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

22. NO THIRD PARTY BENEFICIARIES

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

23. 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.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT 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

CONSULTANT:

BY: _____
Henry Balensifer, Mayor Date

By: _____
Printed Name: _____ Date
Title: _____