



City of Warrenton City Commission

Agenda

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, September 10, 2024

The meeting will be broadcast via Zoom at the following link

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

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

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

You may provide public comment using the following methods:

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

City Commission Regular Meeting: 6:00 PM

1. Call to order

2. Pledge of Allegiance

3. Consent Calendar

- A. City Commission Meeting Minutes – 8.27.24
- B. Letter to FEMA on Bi-Op
- C. Port of Astoria - CBP Letter

4. Commissioner Reports

5. Public Comment

6. Public Hearings

- A. Ordinance No. 1279; Amending Chapter 16.68 of Warrenton Comprehensive Plan Correcting the Urban Growth Boundary Map, Adding Related Text, and Recommending Zoning Districts

7. Business items

- A. Consideration of Ordinance No. 1267; Establishing a Cap on the Number of Mini Storage Sites – Second Reading and Adoption
- B. Consideration of Ordinance No. 1277; Commercial Industrial Zone – Second Reading and Adoption

- C. Consideration of Resolution No. 2690; Planning Application Fee Schedule Modification – Second Reading and Adoption
- D. Consideration of Resolution No. 2679; New Land Uses to Transportation SDC Schedule – Second Reading and Adoption
- E. Consideration of Road Closure – S. Main Court; Safety Fair
- F. Consideration of Collective Bargaining Agreement – General Unit/AFSCME

8. Discussion Items

9. Good of the Order

10. Executive Session

Under the authority of ORS 192.660(2)(d); to conduct deliberations with persons designated by the governing body to carry on labor negotiations.

11. Adjournment

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



City of Warrenton City Commission
Meeting Minutes
City Hall, 225 S. Main Warrenton, OR 97146
Tuesday, August 27, 2024

At 5:00 pm, prior to the regular meeting, the City Commission held an Executive Session, *under the authority of ORS 192.660(2)(h); to consult with counsel regarding pending litigation or litigation likely to be filed.*

1. **City Commission meeting called to order at 6:09 pm.**
2. **Pledge of Allegiance**

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

Staff Members Present	
City Manager Esther Moberg	Police Chief Mathew Workman
Planning Director Matthew Ellis	Public Works Director Greg Shafer
City Recorder Dawne Shaw	Fire Chief Brian Alsbury

3. **Consent Calendar**

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

- A. City Commission Meeting Minutes – 8.13.2024
- B. Parks Advisory Board Meeting Minutes – 4.8.2024
- C. Police Department Monthly Report – July 2024

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

4. **Commissioner Reports**

Mayor Balensifer noted he spoke at the Chamber breakfast and reiterated his state of the city address. He asked Fire Chief Brian Alsbury a few questions about delayed medical responses from Medix; Chief Alsbury clarified the issues noting they have less staff and fewer vehicles within the response area. There was brief discussion on what staff plans to do if Medix was to no longer provide services.

5. Public Comment

Katrina Smith, Steven Goldberg, Faye Katka, Nathan Tussing, Samuel Sadtler and Bob May all spoke in opposition to the Advanced Financing District (AFD). Nathan Tussing also submitted comment by email.

Josh Stellman spoke on behalf of the developers; he spoke in favor of the AFD. Jason Palmberg spoke about the process that has taken place for the AFD.

Pam Bilyeu inquired about the FEMA floodplain matters. Mayor Balensifer noted he would be happy to follow up with her after the meeting.

6. Public Hearing

A. Ordinance No. 1267; Establishing a Cap on the Number of Mini Storage Sites:

Mayor Balensifer opened the Public Hearing on the matter of establishing a cap on the number of mini storage sites. Formalities followed. No conflicts of interest or ex parte contacts were reported. Planning Director Matthew Ellis presented his staff report noting most of the work was done by the previous Planning Director. Mayor Balensifer noted the number of mini storage units in the City of Warrenton compared to Clatsop County, as outlined in the ordinance and that mini storage does not add to the tax base or job base. Mayor Balensifer asked for public comments. No one spoke in favor or neutral. Nathan Tussing spoke in opposition to the ordinance, noting the benefits of mini storage sites. Donna Lyons also spoke in opposition to the ordinance. Mr. Ellis further discussed the proposed cap. He noted the ordinance is based on an economic opportunities analysis that was done in 2018. He stated the mini storage facilities have a very low tax rate. Mayor Balensifer asked why the cap is as low as it is; Mr. Ellis stated that he was not on staff when the ordinance was written and that the rate was higher, but the Planning Commission wanted to balance different perspectives. There being no further comments, Mayor Balensifer closed the public testimony and the public hearing. Commissioner Mitchell commented on the previous task force in 2019 where they had the original conversation on mini storage and noted the reason, they started it was to protect the downtown corridor. He noted he would rather see a business that benefits the city than putting a business where someone can store their couch. Mayor Balensifer agreed with Commissioner Mitchell that we are only allotted an urban growth boundary of a certain size. He noted a change in the units per person from 1 unit per 2.85 people to 1 unit per 10 people. Commissioner Sollaccio was in agreement. Commissioner Poe noted his concerns and experience with mini storage development.

Motion:	Move to amend Ordinance No. 1267 on section 3 and section 4 excising that the stat does not exceed 1 mini storage unit to 2.85 people and replacing both with does not exceed 1 mini storage unit per 10 people				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Motion:	Move to conduct the first reading, by title only, of Ordinance No. 1267 as amended.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1267; an Ordinance establishing a cap on the number of mini-warehouse sites within the City of Warrenton and amending the Warrenton Development Code.

B. Ordinance No. 1277; Amending Chapter 16.68 of Warrenton Municipal Code; Establishing Regulations for Commercial Industrial Zone:

Mayor Balensifer opened the Public Hearing on the matter of establishing regulations for Commercial Industrial Zone. Formalities followed. Mr. Ellis presented his staff report. Mayor Balensifer asked for public comments. Nathan Tussing spoke in favor. Cindy Yingst spoke in opposition and submitted written comments for the record. Mr. Ellis responded to Ms. Yingst's concerns. There being no further comments, Mayor Balensifer closed the public testimony and hearing. Mayor Balensifer noted his concerns with outright uses as its written and that he thinks places of worship should be a conditional use as well as medical offices and that they should not be allowed to have overnight stays. Mr. Ellis clarified places of worship cannot be required to get a conditional use permit and that medical offices, as it is defined in the code, don't operate differently from other offices. Commissioner Mitchell stated he actually took the time today and called the Chief Executive Officer Thorsen and at no time will there ever be anyone staying there, it will be no different than the Pavilion, which is lab, x-ray, physical therapy, those type of clinics. Mayor Balensifer stated he wants the record to reflect Commissioner Mitchell's comments verbatim. Brief discussion followed on locations that produce smells and how to address smell. There was discussion on how to enforce the smell ordinance and an equal standard of application. Mayor Balensifer asked the

Commission if they are fine with moving forward with the first reading and directing staff to come back with language on smell; all agreed.

Motion:	Move to conduct the first reading, by title only, of Ordinance No. 1277 and directing staff to come back with language on odor and conduct a second reading.				
Moved:	Dyer				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1277; an ordinance amending Chapter 16.68 of the Warrenton Municipal Code to establish regulations for the Commercial Industrial (CI) District.

- C. Ordinance No. 1274; Amending Chapter 16.152 of Warrenton Municipal Code; Modifying Regulations on Grading, Excavating and Erosion Control Plans:

Mayor Balensifer opened the Public Hearing in the matter of modifying regulations on grading, excavating and erosion control plans. Formalities followed. No conflicts of interest or ex parte contacts were reported. City Manager Esther Moberg presented the staff report. Mayor Balensifer asked for public comments. No one spoke in favor. Mark Baldwin spoke in opposition. There being no further comments, Mayor Balensifer closed the public testimony. Discussion followed on the current fill permit process, fill within neighborhoods and how to determine a standard for fill. Ms. Moberg discussed that the ordinance was created with the help of an engineer. Mayor Balensifer noted his thoughts that instead of depths greater than one foot move to what had been discussed prior; having a net elevation. Brief discussion followed on how to create a standard that is applicable to the whole city. Planning Director Matthew Ellis noted that engineers across Oregon and the country have agreed that 12 inches is the maximum amount of fill you could place without making an impact on your neighbors. Mayor Balensifer noted that his issue with the ordinance is flooding and the way the permit process still causes flooding. Ms. Moberg noted that staff is opposed to flooding and trying to find a standard for fill. She noted the ordinance has recommendations coming from an engineer. Mayor Balensifer voiced his concerns with engineers not knowing the area. Ms. Moberg provided clarification on the permit process and the public works department's involvement. Commissioner Dyer noted his concerns with people needing small amounts of fill and requiring a permit.

There was unanimous consent to table the item.

7. Business Items

- A. Consideration of Qualified Pool Membership for Professional Service Consultants:

Public Works Director Greg Shafer discussed a list of Qualified Pool Membership for various professional service consultants. He highlighted the importance of the list.

Motion:	Move to approve the Qualified Pool Membership List.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Resolution No. 2679; New Land Uses to Transportation SDC Schedule:

Mr. Shafer presented his staff report and discussed an update to the Schedule of Land Uses for Transportation System Development Charges (SDC).

Motion:	Move to conduct the first reading, by title only, of Resolution No. 2679.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading by title only, of Resolution No. 2679; a Resolution updating the schedule for Land Uses for Transportation System Development Charges.

C. Consideration of Resolution No. 2674; SE Jetty Avenue Advanced Finance District:

Ms. Moberg discussed the request Advance Finance District for SE Jetty Avenue and summarized the process that has taken place. Mayor Balensifer stated that he looked through the record on this and noted the only thing the commission was considering was an LID, not an AFD, and noted the differences between the two. Discussion followed on the requirements to connect and the requirements within the city code. Commissioner Mitchell asked why the landowner is benefiting from this by having people that are being forced to connect pay. Ms. Moberg noted her statement is neutral but when a city develops infrastructure, they make people connect, when a private contractor puts it in the city sees it as an advantage and it adds value to homes when they connect to public infrastructure. Commissioner Mitchell noted his concerns with requiring people to connect. Commissioner Sollaccio asked what their options are moving forward; Ms. Moberg noted their decision is to accept the AFD or reject it. Ms. Moberg noted there is a sewer line running down the street and if there is new development the city code will require that if they are close enough, they will be required to connect. Mayor Balensifer noted that from what he has heard from the people that have come to Morning with the Mayor is that they have not been in opposition

to paying to connect to the sewer, but it seems they are in opposition to how the process works and that they didn't have upfront knowledge of what the cost was before it happened.

Motion:	Move not to approve Resolution No. 2674, A Resolution of The City of Warrenton Designating an Advanced Financing Area of Benefiting Properties for the SE Jetty Avenue Sanitary Sewer Improvements and Directing Staff to Prepare A Reimbursement Agreement With Palmberg Properties, LLC and Latitude 46, LLC for City Commission Approval				
Moved:	Mitchell				
Seconded:	Balensifer	Aye	Nay	Abstain	Recused
Vote:	Poe			X	
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Mayor Balensifer requested City Recorder Dawne Shaw conduct a roll call vote; Poe – abstain; Sollaccio – aye; Dyer – aye; Mitchell – aye; Balensifer – aye

D. Consideration of Big Game Fishing Lease:

Ms. Moberg presented a lease between the City of Warrenton and Big Game Fishing LLC/ Jennifer and James Fowler. She noted amendments to the lease in the agenda packet. She noted they requested the length of the lease to be 25 years and that the rent will increase in year 20. Brief discussion followed. Mayor Balensifer asked about the hazardous substances in the prohibited uses section and noted that selling batteries to someone is not a prohibited use; Ms. Moberg noted selling a battery is not a prohibited use and gave an example of a prohibited use. Mr. Fowler asked it to be on the record what the intent is for future transfer/if they should sell their business that the rent won't increase dramatically. Ms. Moberg noted the intent is not to triple the rent and they deliberately lowered it because of their investment in the property. Mayor Balensifer noted that if the tenant plans to transfer the lease the City should provide its plans on whether or not they plan to negotiate the terms of the lease or not. Brief discussion followed. Ms. Moberg noted that staff will add more wording that says the City will notify within 60 days whether or not the City accepts the transfer of ownership and add language that the City should consider it if they meet all criteria, but the City has the right to refuse it.

Motion:	Move to approve the lease with Big Game Fishing as amended by the City Manager.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Motion:	Move to approve the yard lease with Big Game Fishing.				
Moved:	Mitchell				
Seconded:	Dyer	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

E. Consideration of Vehicle Surplus Declaration:

Police Chief Mathew Workman discussed a decommissioned vehicle that was loaned to the Marina for the last several years, noting that it is still running and will be sold on an auction site. He requested that the 2011 Chevrolet Tahoe, 1GLC2E05BR192238, be declared surplus.

Motion:	Move to declare the listed vehicle as surplus and disposed of according to current administrative policies.				
Moved:	Dyer				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Chief Workman discussed the newly designed Police Department patches that he gave to the Commission.

F. Consideration of Resolution No. 2690; Revising Planning Application Fees:

Mr. Ellis reviewed a resolution modifying the Planning Application Fee Schedule. Brief discussion followed.

Motion:	Move to conduct the first reading, by title only, of Resolution No. 2690.				
Moved:	Dyer				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Dyer	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading, by title only, of Resolution No. 2690; Revising Resolution No. 2672 Planning Application Fees

8. Discussion Items

A. Temporary Camping Zone Discussion:

Chief Workman discussed the temporary camping zone and asked for guidance from the Commission. He noted that a little over a year ago the commission approved 3 zones that were presented by the previous planning director. He stated that 2 of the zones are unable to be used and have never been used because they were posted with no trespassing by the county. The one zone that can be used is the zone on SE Dolphin behind Dollar Tree and Petco. He noted the zone is a time, place and manor zone. He stated that nobody, to his knowledge, has ever accepted or gone to the zone. He asked the Commission if one zone is fine or if they should look for other zones and come back; Commissioner Mitchell stated he is fine with one zone, Commissioner Dyer stated he would like a back up plan, Commissioner Poe noted we should look for an additional zone, Commissioner Sollaccio stated she is fine with one zone considering the amount of use, and Mayor Balensifer noted he is fine with the one we have, but if staff want to explore another option, he is not opposed to having it as a backup. Ms. Moberg clarified that the majority of the commission wants to wait but she will continue to review.

9. Good of the Order

Mayor Balensifer apologized to Mr. Ellis for losing his temper.

Ms. Moberg provided an update on the code compliance officer recruitment; building official opening; and that the Public Works Director is retiring, and staff will begin recruitment which will go live this week. She gave an update on recording meetings/video that will start in January with the intent of allowing the public to watch videos of the meetings after the meeting that will help with public records request and better facilitate public transparency.

10. Executive Session – Held prior to the regular meeting.

11. Adjournment

There being no further business, Mayor Balensifer adjourned the meeting at 8:53 pm.

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

Approved:

Henry A. Balensifer III, Mayor

Attest:

Dawne Shaw, CMC, City Recorder



CITY OF GEARHART



September 6, 2024

Sen. Ron Wyden
221 Dirksen Senate Office Building
Washington, DC 20510

Sen. Jeff Merkley
531 Hart Senate Office Building
Washington, DC 20510

Rep. Suzanne Bonamici
2231 Rayburn House Office Building
Washington, DC 20515

Rep. Val Hoyle
1620 Longworth House Office Building
Washington, DC 20515

Rep. Andrea Salinas
109 Cannon House Office Building
Washington, DC 20515

Rep. Earl Blumenauer
1111 Longworth House Office Building
Washington, DC 20515

Rep. Cliff Bentz
409 Cannon House Office Building
Washington, DC 20515

Rep. Lori Chavez-DeRemer
1722 Longworth House Office Building
Washington, DC 20515

RE: FEMA PRE-IMPLEMENTATION COMPLIANCE MEASURES (PICMs) FOR NFIP COMMUNITIES IN OREGON

Dear Senators and Representatives:

As Chair of the Board of Clatsop County Commissioners, and as mayors of the County's five incorporated cities, we are contacting you to express our collective concern regarding FEMA's Pre-Compliance Implementation Measures (PICMs). We are appreciative of your August 22, 2024 letter to FEMA, but wish to re-emphasize the enormity of the impacts that will occur to *all of our constituents* if the December 1 deadline is not immediately halted. If enacted as currently presented, residential, economic, agricultural and infrastructure development in 31 counties and 239 NFIP communities in the State of Oregon will be severely affected.

The timing and rollout of this mandate is highly questionable and ill-conceived. FEMA had provided local jurisdictions with assurances that no implementation requirements would occur until the NEPA process had been completed and a final EIS issued. The intent of the EIS is to identify the effects of the proposed action and the alternatives. "Effects" are defined as ecological, as well as economic. These effects may also be direct, indirect or cumulative. Until this process has been completed, it is impossible for either FEMA or our jurisdictions to understand the consequences of choosing and implementing a PICM.

Unfortunately, without any formal warning to local communities, Clatsop County, along with its incorporated cities, received notice from FEMA on July 15, 2024, that each jurisdiction must choose a Pre-Compliance Implementation Measure by December 1, 2024. No explanation was provided regarding FEMA's reversal of its previous assurances. It is interesting to note, however, that this new mandate arrived only after litigation was filed against FEMA in 2023, claiming that the agency was not moving implementation forward quickly enough.

Following the July 15 notification, FEMA conducted a series of public workshops at which the information presented changed significantly from what was initially publicized. It soon became clear that not only does a jurisdiction need to choose and report a PICM to FEMA, but the jurisdiction also needs *to implement* the chosen PICM by December 1. This timeframe was clearly not coordinated with the Oregon Department of Land Conservation and Development (DLCD), or by any FEMA attorney with land use experience in the State of Oregon. Every jurisdiction in Clatsop County has codified the NFIP floodplain development standards into their zoning codes. Revising those standards must be done by ordinance, with state-mandated public notices and public hearings. Even though FEMA has stated that jurisdictions that do not either choose and/or implement a PICM by December 1, 2024, will default to a permit-by-permit habitat assessment requirement, our jurisdictions cannot legally implement even the default requirement until our ordinances are amended.

The model ordinance that was released by FEMA on August 14 – nearly one month after jurisdictions were notified of the PICM mandate – is confusing and unclear. In fact, one participant at a FEMA workshop described it as “80%” and asked when the final version would be released. The response from FEMA staff was that this was the final version and jurisdictions would need to incorporate it into their codes. The “model” ordinance has conflicts with information and processes provided in the Habitat Assessment Guide and does not contain sufficient detail for jurisdictions to understand how to apply the requirements. Additionally, the technical support sessions FEMA envisions for local jurisdictions have not yet been scheduled and will not occur in time for our cities and the County to implement by December 1.

FEMA has laid out an enormous unfunded mandate for local jurisdictions and has refused to provide the time or the tools to help jurisdictions succeed. As FEMA staff have repeatedly said “FEMA does not regulate land use. Local communities regulate land use.” While the statement is technically correct, it does not accurately reflect the stick behind the carrot. Yes, local jurisdictions adopt the NFIP standards, therefore regulating land use. We do that, however, to ensure that our residents and business owners can obtain flood insurance and to guarantee that our communities remain eligible for emergency assistance should the need arise. Our communities have all worked in good faith to ensure that we understand and uphold the NFIP requirements. In return, FEMA has now created a no-win situation where jurisdictions will either fall out of compliance and potentially be removed from the program, or where our citizens, who already pay flood insurance premiums, will now be forced to spend thousands of additional dollars to pursue even a minimal level of development/improvement on their properties.

While we continue to support the environmental objective of protecting anadromous fish species and the Southern Resident Killer Whale, we must call out and underscore the flaws of an obviously incomplete implementation plan. The lack of understanding of state land use law, and the clear lack of communication and coordination with DLCD and local communities is both disappointing and consequential.

Furthermore, this process is occurring during a time of unprecedented uncertainty as several competing mandates and state-level changes converge on local jurisdictions in coastal Oregon. This perfect storm, consisting of a housing crisis, debilitating fiscal impacts from the Habitat Conservation Plan, and now the development-prohibitive hurdles created by the PICMs, has produced a confluence of regulation that will have significant impacts on already constrained rural communities.

Instead of reaching out in partnership to the State and local governments, FEMA has staked out an unnecessarily adversarial position with its inexplicable roll-out of the PICM requirements. This process began in 2009 and has already been delayed and postponed several times. Another delay, to allow the NEPA process to be completed and the final EIS to be issued, will ensure that FEMA is upholding the commitments it previously made to jurisdictions when the NEPA review was started.

The PICMs do not provide realistic development alternatives and will, in fact, result in a de facto moratorium on all development within the Special Flood Hazard Area (SFHA) throughout Oregon due to their onerous technical requirements, lack of clear and objective standards, and associated costs for property owners and local governments. Implementation will have direct and far-reaching ramifications on all aspects of the State's economy and will exacerbate Oregon's housing crisis.

This unprecedented combination of unfunded regulations, prohibitions and penalization will place rural communities, particularly the cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton, as well as Clatsop County, in a dire position. **For these reasons, we are calling for an immediate halt of the PICM mandate until the NEPA process has been completed and the final EIS has been issued.**

Respectfully,



Mark Kujala, Chair
Board of Clatsop County Commissioners

Sean Fitzpatrick, Mayor
City of Astoria

Barb Knop, Mayor
City of Cannon Beach

Kerry Smith, Mayor
City of Gearhart

Steve Wright, Mayor
City of Seaside



Henry A. Balensifer III, Mayor
City of Warrenton



CITY OF
GEARHART



September 6, 2024

The Honorable Deanne Criswell
Administrator
Federal Emergency Management Agency
500 C Street SW
Washington, DC 20024

RE: FEMA PRE-IMPLEMENTATION COMPLIANCE MEASURES (PICMs) FOR NFIP COMMUNITIES IN OREGON

Dear Ms. Criswell:

As Chair of the Board of Clatsop County Commissioners, and as mayors of the County's five incorporated cities, we are contacting you to express our collective concern regarding FEMA's Pre-Compliance Implementation Measures (PICMs). The PICMs do not provide realistic development alternatives and will, in fact, result in a de facto moratorium on all development within the Special Flood Hazard Area (SFHA) due their onerous technical requirements, lack of clear and objective standards, and associated costs for property owners and local governments. If enacted as currently presented, cities such as Warrenton will likely see almost all development cease as approximately half of its incorporated area is within the SFHA.

The timing and rollout of this mandate is highly questionable and ill-conceived. FEMA had provided local jurisdictions with assurances that no implementation requirements would occur until the NEPA process had been completed and a final EIS issued. The intent of the EIS is to identify the effects of the proposed action and the alternatives. "Effects" are defined as ecological, as well as economic. These effects may also be direct, indirect or cumulative. Until this process has been completed, it is impossible for either FEMA or our jurisdictions to understand the consequences of choosing and implementing a PICM.

Unfortunately, without any formal warning to local communities, Clatsop County, along with its incorporated cities, received notice from FEMA on July 15, 2024, that each jurisdiction must choose a Pre-Compliance Implementation Measure by December 1, 2024. No explanation was provided regarding FEMA's reversal of its previous assurances. It is interesting to note, however, that this new mandate arrived only after litigation was filed against FEMA in 2023, claiming that the agency was not moving implementation forward quickly enough.

Following the July 15 notification, FEMA conducted a series of public workshops at which the information presented changed significantly from what was initially publicized. It soon became clear that not only does a jurisdiction need to choose and report a PICM to FEMA, but the jurisdiction also needs to *implement* the chosen PICM by December 1. This timeframe was clearly not coordinated with the Oregon Department of Land Conservation and Development (DLCD), or by any FEMA attorney with land use experience in the State of Oregon. Every jurisdiction in Clatsop County has codified the NFIP floodplain development standards into their zoning codes. Revising those standards must be done by ordinance, with state-mandated public notices and public hearings. Even though FEMA has stated that jurisdictions that do not either choose and/or implement a PICM by December 1, 2024, will default to a permit-by-permit

habitat assessment requirement, our jurisdictions cannot legally implement even the default requirement until our ordinances are amended.

The model ordinance that was released by FEMA on August 14 – nearly one month after jurisdictions were notified of the PICM mandate – is confusing and unclear. In fact, one participant at a FEMA workshop described it as “80%” and asked when the final version would be released. The response from FEMA staff was that this was the final version, and jurisdictions would need to incorporate it into their codes. The “model” ordinance has conflicts with information and processes provided in the Habitat Assessment Guide and does not contain sufficient detail for jurisdictions to understand how to apply the requirements. Additionally, the technical support sessions FEMA envisions for local jurisdictions have not yet been scheduled and will not occur in time for our cities and the County to implement by December 1.

FEMA has laid out an enormous unfunded mandate for local jurisdictions and has refused to provide the time or the tools to help jurisdictions succeed. As FEMA staff have repeatedly said “FEMA does not regulate land use. Local communities regulate land use.” While the statement is technically correct, it does not accurately reflect the stick behind the carrot. Yes, local jurisdictions adopt the NFIP standards, therefore regulating land use. We do that, however, to ensure that our residents and business owners can obtain flood insurance and to guarantee that our communities remain eligible for emergency assistance should the need arise. Our communities have all worked in good faith to ensure that we understand and uphold the NFIP requirements. In return, FEMA has now created a no-win situation where jurisdictions will either fall out of compliance and potentially be removed from the program, or where our citizens, who already pay flood insurance premiums, will now be forced to spend thousands of additional dollars to pursue even a minimal level of development/improvement on their properties.

While we continue to support the environmental objective of protecting anadromous fish species and the Southern Resident Killer Whale, we must call out and underscore the flaws of an obviously incomplete implementation plan. The lack of understanding of state land use law, and the clear lack of communication and coordination with DLCD and local communities is both disappointing and consequential.

Furthermore, this process is occurring during a time of unprecedented uncertainty as several competing mandates and state-level changes converge on local jurisdictions in coastal Oregon. This perfect storm, consisting of a housing crisis, debilitating fiscal impacts from the Habitat Conservation Plan, and now the development-prohibitive hurdles created by the PICMs, has produced a confluence of regulation that will have significant impacts on already constrained rural communities.

Instead of reaching out in partnership to the State and local governments, FEMA has staked out an unnecessarily adversarial position with its inexplicable roll-out of the PICM requirements. This process began in 2009 and has already been delayed and postponed several times. Another delay, to allow the NEPA process to be completed and the final EIS to be issued, will ensure that FEMA is upholding the commitments it previously made to jurisdictions when the NEPA review was started.

This unprecedented combination of unfunded regulations, prohibitions and penalization will place rural communities, particularly the cities of Astoria, Cannon Beach, Gearhart, Seaside and Warrenton, as well as Clatsop County, in a dire position. **For these reasons, we are calling for**

an immediate halt of the PICM mandate until the NEPA process has been completed and the final EIS has been issued.

Respectfully,



Mark Kujala, Chair
Board of Clatsop County Commissioners

Sean Fitzpatrick, Mayor
City of Astoria

Barb Knop, Mayor
City of Cannon Beach

Kerry Smith, Mayor
City of Gearhart

Steve Wright, Mayor
City of Seaside



Henry A. Balensifer III, Mayor
City of Warrenton



www.portofastoria.com

August 23, 2024

PO Box 250
225 S Main Ave
Warrenton, OR 97146

Dear Mayor Henry A Balensifer III,

I am writing to request your assistance regarding an urgent matter that significantly impacts the Port of Astoria and Astoria's local and regional economies. In early 2023, U.S. Customs and Border Protection ("CBP") approached the Port with a request to enroll in their Reimbursable Services Program ("RSP"), citing their inability to efficiently process cruise passengers entering the United States from foreign ports. The consequences of CBP's new "Simplified Arrival" policies threaten not only local and regional economies but directly affect the Port's ability to generate the revenues needed to maintain critical Port infrastructure. CBP's inability to efficiently process passengers from foreign ports has proven the reason for numerous cruise ship cancellations in both the 2024 and 2025 cruise ship seasons.

Enrollment in CBP's Reimbursable Services Program requires the following from the Port of Astoria:

- Purchase \$103,441 worth of equipment for ten additional CBP personnel, though CBP in Astoria employs only three;
- Pay approximately \$700 per month for a dedicated high-speed internet connection;
- Pay \$200 per hour for ten additional employees to cover processing duties during larger cruise ship calls. Each of these employees would cost the Port approximately \$2,000 daily for a total of \$20,000 daily for large ship processing.

Though the Port would purchase the equipment through the RSP, CBP explained that the Port would have neither access to nor control of the equipment, though CBP would utilize that equipment on the Port's behalf less than 30 days per year. CBP also intimated that should the Port enroll in the RSP and pay for the new equipment and personnel, CBP could not guarantee improved processing efficiency.

As mentioned, the economic repercussions of CBP's current processing inefficiencies are already manifesting. Cruise lines such as Princess Cruise Lines have canceled several calls, resulting in a significant loss of revenue for the Port and the broader community. The financial impact includes a net revenue loss of \$457,000 for the Port, \$60,700 in lost wages for longshore workers, and an estimated \$340,000 loss for Columbia Bar Pilots. The total community impact could exceed \$2.5 million when considering the local economic multiplier effect outlined by the Cruise Lines International Association.

422 Gateway Avenue, Suite 100 • Astoria, Oregon 97103

503.741.3300 • 1.800.860.4093 • Fax 503.741.3345

9.10.2024 Commission Packet

Page 17 of 46



While the Port understands the critical importance of passenger screening, the current proposal from CBP is neither tenable nor feasible. As enrollment in the RSP offers no guaranteed improvement times, the enrollment cost cannot be defended. As enrollment in the RSP requires the Port to purchase CBP equipment and thereby subsidize a federal agency, it cannot be easily accomplished. A more effective and collaborative solution must be developed – one that does not place 100% of the financial burden on the Port of Astoria and guarantees acceptable processing times.

We are reaching out to request your support in advocating for a more equitable and practical solution. Your support can be shown by signing the supporting statement attached or you can create your own. Your influence and assistance in this matter are crucial to protecting the economic vitality of our Port and community. While we have hosted several meetings with CBP personnel from the local and regional levels, we seek your help initiating a dialogue with CBP to explore alternative solutions that guarantee efficiency improvements without imposing unreasonable financial demands on the Port of Astoria.

This letter, signed by the Port of Astoria's Board of Commissioners, is also supported by local business owners and government administrators who are equally concerned about the economic impacts resulting from CBP's current practices.

Thank you for your attention to this pressing issue. We look forward to your support and can provide any additional information or discuss this matter further at your convenience.

Sincerely,

Will Isom
Port of Astoria, Executive Director

Henry A Balensifer III, Warrenton Mayor

Port of Astoria – Custom Border Protection Issues

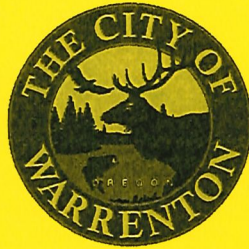
To Whom It May Concern,

With this statement, I express my support for the Port of Astoria’s call for an immediate change to the new Customs and Border Protection (CBP) procedures for passenger processing and advocate for a more equitable and practical solution to CBP’s Simplified Arrival policies and their Reimbursable Services Program. The economic impact of cruise ships on Astoria and the North Pacific coastal area cannot be overstated.

I am confident that the Port of Astoria is eager to find an alternative solution to this matter, as resolution is crucial to protecting the economic vitality of both the Port and the community. I am hopeful that this supporting statement will help initiate a dialogue between CBP and the Port to explore alternative solutions that will ensure efficiency improvements and bring about positive local economic impacts while avoiding such undue financial demands on the Port.

Sincerely,

Henry A Balensifer III, Warrenton Mayor



WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: Emily Reynolds

ADDRESS: 110 NW 4th St Spc D13

EMAIL: cswhiredog@gmail.com

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

BRIEFLY DESCRIBE YOUR TOPIC: improving public safety/liability by holding corporations accountable in Warrenton

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

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

Passionate about safety.

Pacific Seafood she feels is not accountable & wants city to enforce code.

Reporting fire code violations on apartments.

Car had issues & was driven.



City Commission Agenda Memo

Meeting Date: September 10, 2024
From: Matthew Ellis, AICP, Planning Director
Subject: Public Hearing for Ordinance No. 1279

Summary:

The City Commission directed staff to process an amendment to the Warrenton Comprehensive Plan to reflect a change in the Urban Growth Boundary (UGB) for the property owned by the City of Warrenton adjacent to the Hammond Marina, which was adopted by Ordinance No. 1262. Unfortunately, the adoption of Ordinance No. 1262 was not adopted following the procedures laid out in the Warrenton Municipal Code. Ordinance No. 1279 repeals and replaces Ordinance No. 1262 following the appropriate procedures.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Ordinance No. 1279, AN ORDINANCE AMENDING THE CITY OF WARRENTON COMPREHENSIVE PLAN CORRECTING THE URBAN GROWTH BOUNDARY MAP, ADDING RELATED TEXT, AND RECOMMENDING ZONING DISTRICTS."

Alternative:

"I move to continue the hearing to a date certain to allow additional public testimony and reconsider Ordinance No. 1279."

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1279

Approved by City Manager:

ORDINANCE NO. 1279
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING THE CITY OF WARRENTON COMPREHENSIVE
PLAN CORRECTING THE URBAN GROWTH BOUNDARY MAP, ADDING
RELATED TEXT, AND RECOMMENDING ZONING DISTRICTS**

WHEREAS, the City of Warrenton and the Town of Hammond merged operations in 1991 resulting in the new municipal boundary for the City of Warrenton; and

WHEREAS, both the City of Warrenton and the Town of Hammond had approved comprehensive plans that were reviewed by the Oregon Department of Land Conservation and Development (DLCD) and both plans included maps showing the location of areas within an Urban Growth Boundary (UGB); and

WHEREAS, residents and elected officials from the newly combined City of Warrenton and the Town of Hammond established joint planning efforts that resulted in a new City of Warrenton Comprehensive Plan fully adopted in 2005 and subsequently amended; and

WHEREAS, the 2005 UGB map for the City of Warrenton inadvertently omitted two tracts of land that were part of the Town of Hammond's UGB, resulting in the loss of approximately fifty-eight (58) acres of land being excluded from the new Warrenton UGB area. These tracts are depicted on Exhibit A; and

WHEREAS, the City Commission passed a motion on February 14, 2023, authorizing the Warrenton Planning Commission to consider the amendment to the Warrenton Comprehensive Plan and UGB Map correcting the error; and

WHEREAS, the Warrenton Planning Commission caused the DLCD to be notified in compliance with Oregon requirements and conducted a public hearing on April 13, 2023, where the following public comments were entered into the record

1. No written or verbal comments were received in opposition or support of the request.

WHEREAS, The Planning Commission made the following findings of fact related to the request:

1. The UGB area consists of two tracts – a northerly tract of approximately 13.9 acres and a westerly tract of approximately 43.1 acres of land.
2. The northern tract is owned by the City of Warrenton and is pending annexation. The current Clatsop County zoning is RM (Recreation Management) The proposed zoning for the tract is RC (Recreation Commercial) and OSI (Open Space Institutional).
3. The northerly tract site is currently used for Hammond Marina operations and as a public open space known as Seafarers Park.
4. The westerly tract is owned by the government of the United States and is currently part of the Fort Stevens Park and recreation area. This site is currently zoned UGB (Urban Growth Boundary) This site would remain outside of the City of Warrenton and remain zoned UGB.
5. There are no public sanitary sewer or water improvements on the subject property.
6. The site will remain in the Warrenton Fire District and Warrenton-Hammond School District.
7. No extension of public infrastructure is planned for the property.
8. The legal description and location map are shown in Exhibit B.

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Ordinance No. 1262 is hereby repealed.

Section 2. Section 2.30 of the 2011 Warrenton Comprehensive Plan is amended as follows:

Section 2.320 Urban Development

(1) Growth Management. While the City of Warrenton’s physical size is large, the actual developable land is restricted by factors such as protected wetlands, public land ownership, and physical land characteristics that make development at urban densities challenging. As such, the City will adopt a growth management strategy to ensure the orderly conversion of land to urban uses. The City will apply growth management standards to outlying areas of the City which are largely vacant and currently have few public facilities to:

- (a) Make urbanizable land available for conversion to urban uses in stages as public facilities adequate to serve urban development become available.
- (b) Ensure the orderly and economic provision of services.

(c) Discourage undeveloped areas from prematurely developing at non-urban densities.

(d) Maintain undeveloped areas at parcel sizes which can eventually be converted to urban uses.

(e) Encourage the development within urban areas before the conversion of urbanizable areas.

(2) Urban Growth Boundary: Unincorporated areas adjoining the City limits that are needed to accommodate urban development shall be included in the Urban Growth Boundary, along with property presently in Warrenton, and will be appropriately managed. The city recently initiated a planning process with the assistance of Portland State University to establish a developability matrix that indicates the areas within the current city boundary that should be further encouraged or enticed to develop at urban densities. The initial results show that natural resource concerns stress the importance of making wise land use decisions and efficient infrastructure investments. The City and Clatsop County shall establish an Urban Growth Boundary management agreement with Warrenton having the primary authority for making land use decisions within the Urban Growth Boundary.

(3) No area will be added to the Urban Growth Boundary unless the following factors are considered:

(a) Demonstrated need to accommodate long-range urban population growth requirements consistent with Statewide Planning Goals.

(b) Need for housing, employment opportunities and livability.

(c) Orderly and economic provision for public facilities and services.

(d) Maximum efficiency of land uses within and on the fringe of the existing urban area.

(e) Environmental, energy, economic and social consequences.

(f) Retention of agricultural land as defined, with Class I being the highest priority and Class VI the lowest priority.

(g) Compatibility of the proposed urban uses with nearby agricultural or forestry activities.

(h) Changes to the urban growth boundary shall also conform to the procedures and requirements of Statewide Planning Goal 2, Part H, Exceptions.

(i) The City of Warrenton desires to ensure that lands previously included in the Town of Hammond Urban Growth Boundary are maintained for the City of Warrenton Urban Growth Boundary.

(4) The City may adjust the Urban Growth Boundary to make minor additions or subtractions of lands from the Urban Growth Boundary consistent with OAR 660-024-0070. Such adjustment may include an exchange of lands inside the Urban Growth Boundary for lands outside the Urban Growth Boundary pursuant to a voluntary Transfer of Development Rights agreement.

Section 3. Upon annexation, the zoning classification for the land associated with Hammond Marina operations shall be Recreational Commercial and that part of the property associated with Seafarers Park shall be zoned Open Space Institutional. (See Exhibit C). The westerly tract will remain zoned UGB (Urban Growth) under Clatsop County Zoning.

Section 4. Pursuant to ORS 222.520, the City Commission declares that upon the effective date of the annexation, all annexed territory will be withdrawn for Clatsop County Sheriff law enforcement and under the jurisdiction of the City of Warrenton Police Department.

Section 5. Effective Date. This ordinance takes effect upon the county's receipt of this ordinance.

First Reading: September 10, 2024

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

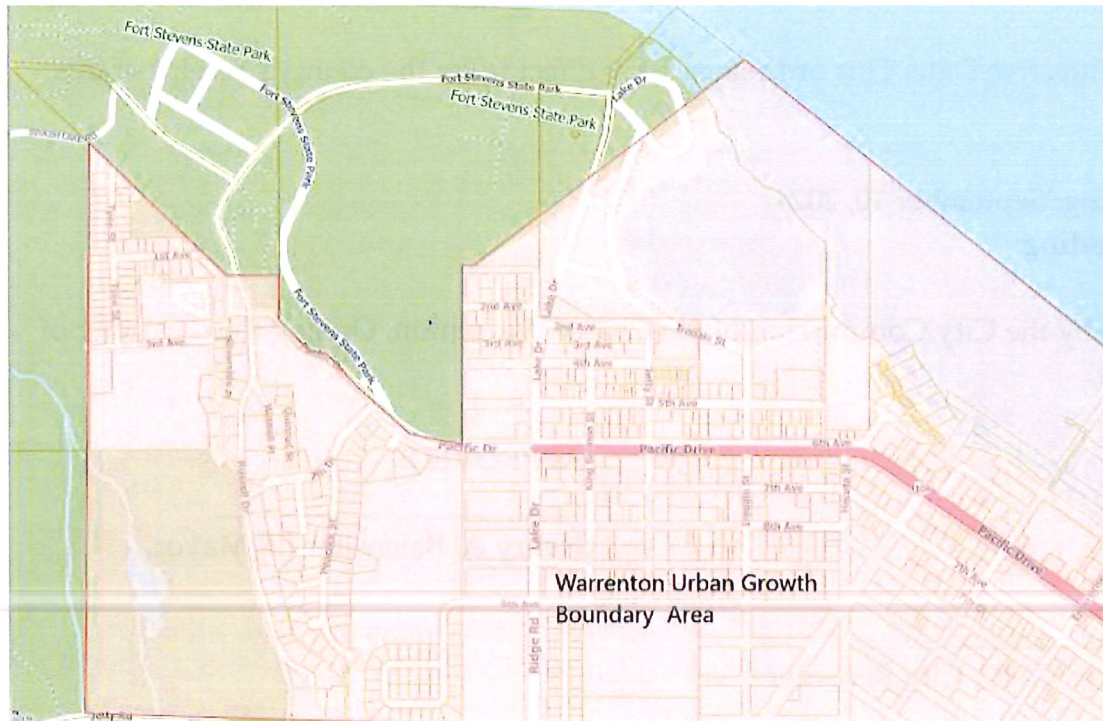
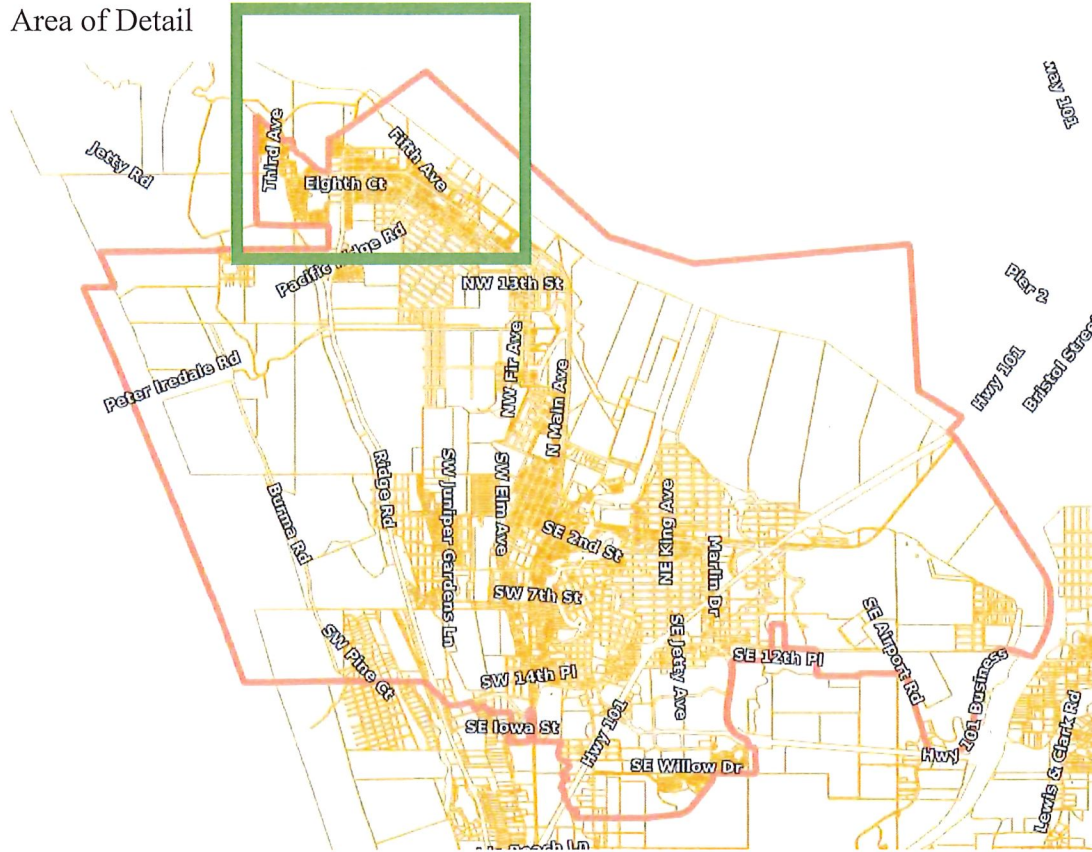
ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1262

Exhibit A – City of Warrenton Current UGB

Area of Detail



Ordinance No. 1262

Exhibit B – Proposed UGB Additions (Formerly Town of Hammond UGB)

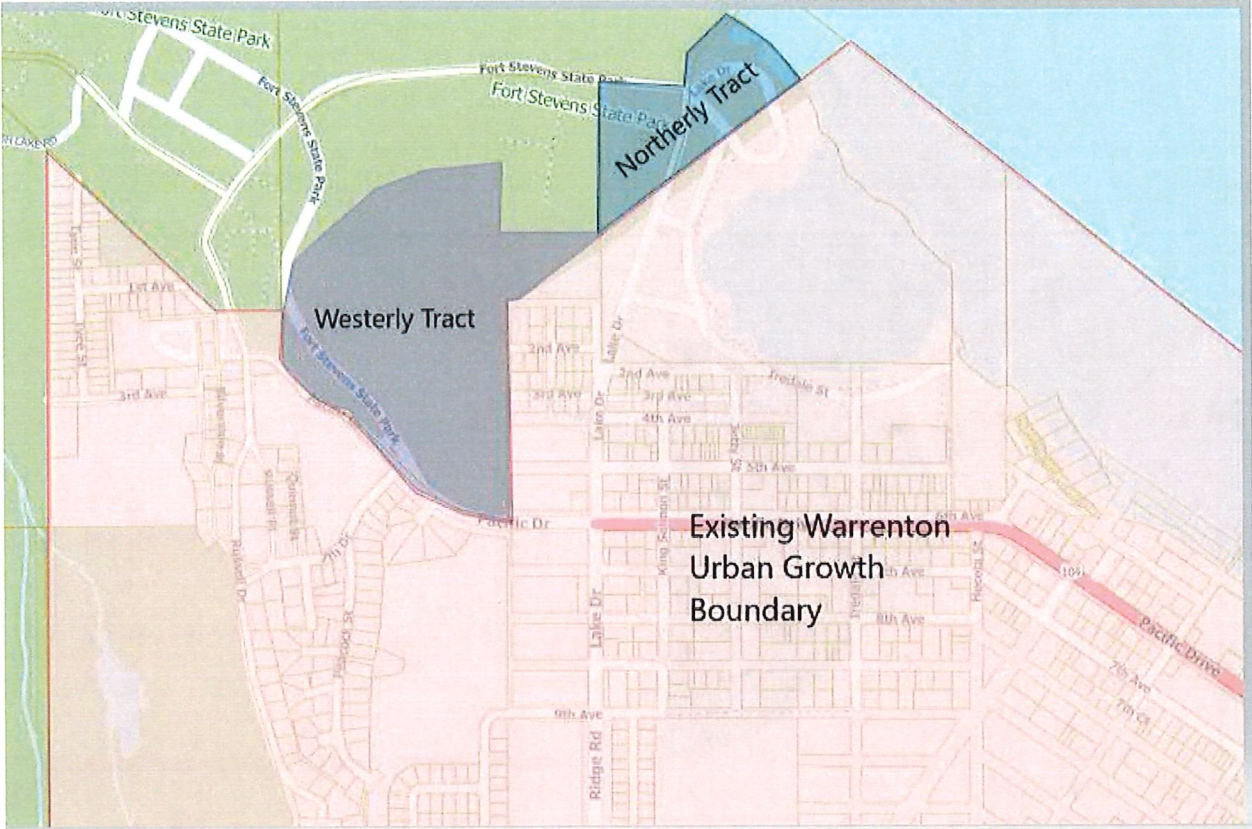
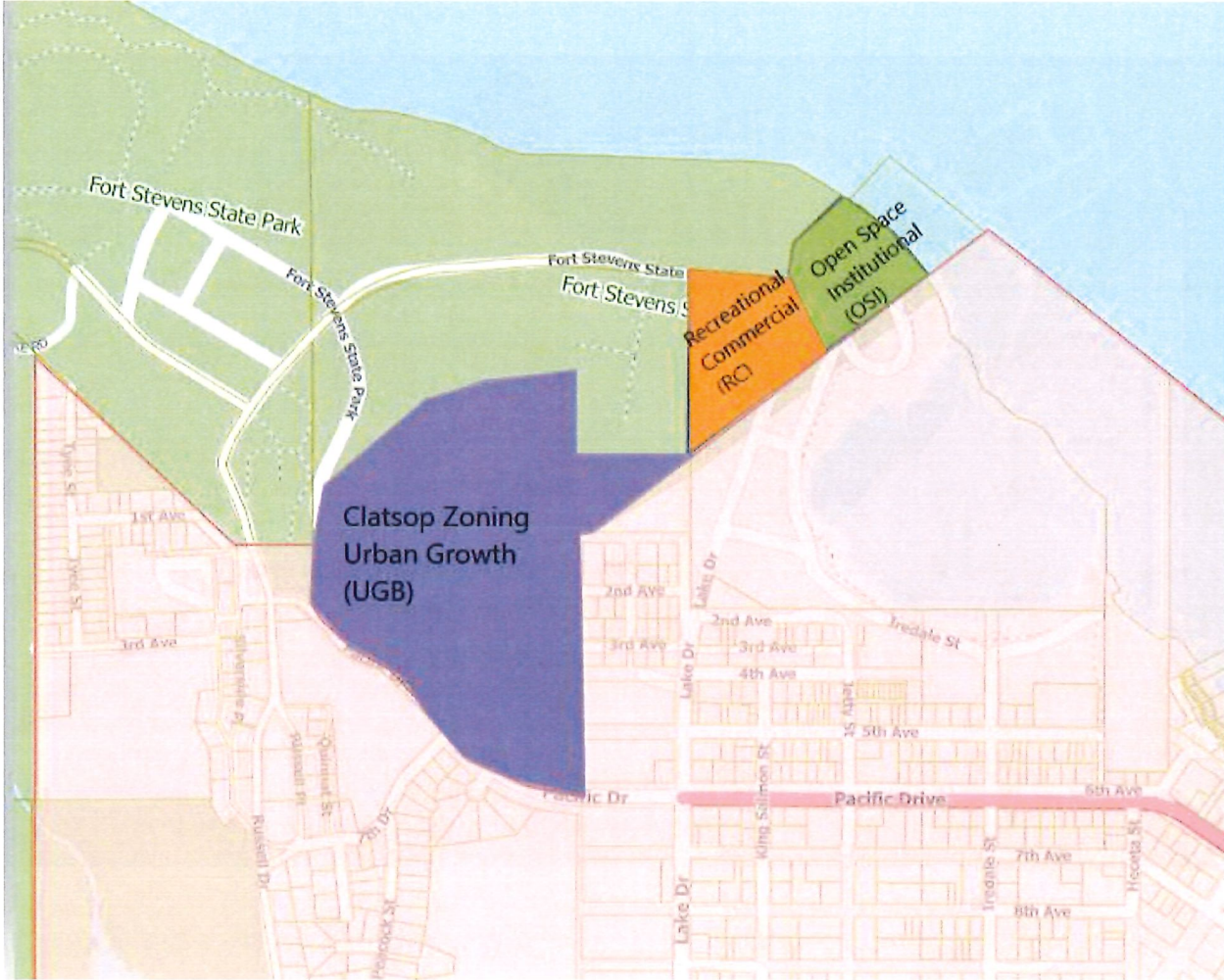


Exhibit C – Proposed Annexation Zoning Map





City Commission Agenda Memo

Meeting Date: September 10, 2024
From: Matthew Ellis, AICP, Planning Director
Subject: Adoption of Ordinance No. 1267

Summary:

The City of Warrenton Planning Commission was advised by City staff regarding the adoption of Ordinance No. 1267 to establish a cap on mini-storage units in Warrenton. A hearing was held by the Planning Commission on November 9, 2023, to discuss this proposed ordinance and allow for public testimony. The Planning Commission unanimously recommended Ordinance No. 1267 in a 6-0 vote. At the August 27 City Commission meeting, the City Commission conducted the first reading of Ordinance No. 1267.

The proposed code revision would establish a cap of one storage unit per 10 people in Warrenton and clarify the definition of mini-warehouses.

Recommendation/Suggested Motion:

"I move to conduct the second reading, by title only, of Ordinance No 1267, AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING THE WARRENTON DEVELOPMENT CODE."

"I move to adopt Ordinance No 1267, AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING THE WARRENTON DEVELOPMENT CODE."

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1267

Approved by City Manager: 

ORDINANCE NO. 1267
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE ESTABLISHING A CAP ON THE NUMBER OF MINI-
WAREHOUSE SITES WITHIN THE CITY OF WARRENTON AND AMENDING
THE WARRENTON DEVELOPMENT CODE**

WHEREAS, the City of Warrenton has allowed mini-warehouse or mini-storage sites to be developed within the community; and

WHEREAS, there are currently ten (10) approved mini-warehouse or mini-storage sites within the city limits (See attachment A); and

WHEREAS, the per capita number of mini-warehouse sites is higher in the City of Warrenton than any other community in Clatsop County at one site per 640 people. This ratio is nearly double other areas within the County; and

WHEREAS, the number of actual rental units based on Clatsop County Tax records is 1,764 with an additional 489 in development review; and

WHEREAS, mini-warehouse units do not create significant numbers of jobs; and

WHEREAS, recent tax analysis by the City indicates that the mini-storage properties pay a lower property tax per acre than other commercial or industrial uses within Warrenton; and

WHEREAS, Section 3.330 of the Warrenton Comprehensive Plan states,

“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 local tax base and insure a stable economy.”; and

WHEREAS, the City finds that mini-warehouse units do not need municipal sanitary sewer or water service and could be developed in areas outside of the Urban Growth Boundaries; and

WHEREAS, the 2023 data for the number of mini-storage units per resident indicates that the City of Warrenton has one (1) storage unit per 2.85 residents, compared to the rest of Clatsop County which has one (1) storage unit per 41.6 residents; and

WHEREAS, the number of jobs created per site with mini-warehouse units is significantly lower than other commercial and industrial uses. A 2023 survey of jobs indicates that only eight (8) full-time equivalent jobs are created by the ten (10) existing mini-warehouse sites in Warrenton. Other commercial or industrial uses have significantly higher employment rates;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City of Warrenton hereby places a cap on the development of new mini-warehouse units within the city limits. The list of pre-existing mini-storage units is indicated on Attachment A.

Section 2. Section 16.12.010 of the Warrenton Municipal Code is hereby amended to add the following definition between “Ministerial” and “Minor Navigation Improvements”:

Mini-warehouses. Buildings or portions of buildings that are available for rental for the purpose of storing goods and where the average floor area rented to an individual customer does not exceed 600 square feet.

Section 3. Section 16.40.030(B)(9) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 10 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 4. Section 16.60.030(E) of the Warrenton Municipal Code is hereby amended as follows:

Mini-warehouses or similar storage uses, subject to the requirements in Section 16.116.030 (G). In addition to the conditional use permit criteria in 16.220.030, for new mini-warehouses, the applicant shall be required to demonstrate that there is a deficit of

mini-warehouses in the City. For purposes of this section, a deficit of mini-warehouses in the City shall mean that the total number of existing mini-storage units within the City as compared to the City's current population, as estimated by Portland State University or another governmental source, does not exceed 1 mini-storage unit per 10 people. A mini-storage unit shall be defined as each space within a mini-warehouse that is designed to be made available to rent.

Section 5. Section 16.116.030(G) of the Warrenton Municipal Code is hereby amended as follows:

- G. Mini-Warehouses. Where and when allowed, mini-warehouses shall be subject to the following design, siting, and location standards:
1. Setbacks. New facilities shall be constructed no closer than 100 feet from the East Harbor Drive right-of-way line. This setback area shall be used for landscaping, open space, public or private amenities, off-street parking, other businesses allowed in the zone; or a combination thereof.
 2. Design Standards. New facilities shall be subject to the following design standards:
 - a. Building material requirements in Section 16.116.030(C)(3);
 - b. Building color standards in Section 16.116.030(C)(5);
 - c. Mechanical equipment, outdoor storage and service area standards in Section 16.116.030(C)(6);
 - d. Building mass requirements in Section 16.116.030(C)(7);
 - e. Outdoor lighting standards in Section 16.116.030(E); and
 - f. Other applicable design requirements of this section.
 3. Location Requirements. New facilities may be constructed and operated where allowed by the zoning district, but not in the following areas:
 - a. Along the South Main Avenue commercial corridor,
 - b. Along the Pacific Drive commercial corridor.
 4. Size and Configuration. Nothing in this section will prevent a mini-warehouse owner from reconfiguring the sizes of existing mini-storage rental units, although no additions to the structures nor creation of additional units will be allowed.

Section 6. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: August 27, 2024

Second Reading: September 10, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Ordinance No. 1267
Attachment A

Warrenton Mini-warehouse Units

Site	Parcel Number	Number of Units
1983 SE Dolphin Avenue	81028D001600	498
605 SE Alt 101	81027BC02000, 81027BC02701	133
1805 South Main	81028CA03300	155
1240 SE Jetty Avenue	81027BA02001, 81027AB04900	30
51 NE Harbor Ct	81021AD02000, 81021AD02003, 81021AD08605, 81021AD08607	300
60 Iredale Street (Lease)	81022BD02780A01, 81022BD02680A01	100
1377 SE 11th St.	81027AA02200, 81027AA02700, 81027AA02900, 81027AA03100, 81027AA03200, 81027AA03400, 81027AA03600	340
120-150 NE 5th Street	81015C000601, 81015C000602	36
1211 Pacific Drive	81005CD05401	14
2395 SE Dolphin	81033A000600	120
1100 NW 11th Street	81016A000105	38
SE Warrior Way (In Development Review)	810340002301	489
	Total	2,253



City Commission Agenda Memo

Meeting Date: September 10, 2024
 From: Matthew Ellis, AICP, Planning Director
 Subject: Adoption of Ordinance No. 1277

Summary:

On May 28, 2024, the Warrenton City Commission tasked the Planning Commission and City staff to develop a CI Commercial Industrial zoning district, blending the vision of commercial and industrial development into one hybrid zone. At the August 8 Planning Commission meeting, the Planning Commission unanimously recommended the draft of Ordinance No. 1277 to the City Commission for consideration. At the August 27 City Commission meeting, the City Commission conducted the first reading of Ordinance No. 1277.

The goal of this ordinance is to create a zoning district that will accommodate commercial and industrial uses that are compatible with each other. If this ordinance is adopted, staff intends to initiate rezoning proceedings around the Clatsop County Business Park to enable the continued development of the area.

Recommendation/Suggested Motion:

"I move to conduct the second reading, by title only, of Ordinance No. 1277, AN ORDINANCE AMENDING CHAPTER 16.68 OF THE WARRENTON MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE COMMERCIAL INDUSTRIAL (CI) DISTRICT."

"I move to adopt Ordinance No. 1277, AN ORDINANCE AMENDING CHAPTER 16.68 OF THE WARRENTON MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE COMMERCIAL INDUSTRIAL (CI) DISTRICT."

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Ordinance No. 1277

Approved by City Manager: _____

Esther McLaughlin

ORDINANCE NO. 1277
INTRODUCED BY ALL COMMISSIONERS

**AN ORDINANCE AMENDING CHAPTER 16.68 OF THE WARRENTON
MUNICIPAL CODE TO ESTABLISH REGULATIONS FOR THE COMMERCIAL
INDUSTRIAL (CI) DISTRICT**

WHEREAS, the City Commission is committed to reviewing and adopting code amendments to ensure the right mix of zoning districts is available in the City; and

WHEREAS, the addition of a hybrid district allowing both commercial and industrial uses furthers that goal;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Chapter 16.68 of the Warrenton Municipal Code is amended as follows:

Chapter 16.68 COMMERCIAL INDUSTRIAL (CI) DISTRICT

16.68.010 Purpose.

The purpose of the Commercial Industrial Zone is to provide sites for employment-related uses to provide and manufacture products and services in the City of Warrenton. These areas are suitable for larger retail, light manufacturing, fabrication, processing, and bulk storage.

16.68.020 Permitted Uses.

The following uses and activities and their accessory uses and activities are permitted in the CI zone if the Community Development Director determines that the uses conform to the standards of Section 16.68.040, applicable Development Code standards, and other City regulations:

- A. Airport support structures, including but not limited to hangars, weather stations, fuel terminals, and storage buildings.
- B. Boat and marine equipment sales, service, or repair facilities.
- C. Building material sales yard. An accessory retail space is permitted but should not take up more than 50% of the site.
- D. Cabinet, carpenter, woodworking, or metal fabrication shops.
- E. Church, synagogue, or other place of worship.
- F. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.
- G. Government buildings and uses.

- H. Printing facilities.
- I. Production, processing, assembling, packaging, or treatment of articles and products from previously prepared or semi-finished materials, such as paper, wood, rubber, plastics, fibers, and sheet metal.
- J. Production, processing, assembling, packaging, or treatment of such products as food and beverage products, pharmaceutical, hardware, and machine products. Retail of products made on-site is permitted as an accessory use.
- K. Processing uses such as bottling plants, bakeries, and commercial laundries.
- L. Professional, financial, business, and medical offices.
- M. Public utility facilities.
- N. Research and development laboratories and similar uses.
- O. Retail business establishments over 25,000 square feet.
- P. Storage and distribution services and facilities, including but not limited to truck terminals, warehouses and storage buildings and yards, contractor's establishments, or lumber yards and sales.
- Q. Technical, professional, vocational, and business schools.
- R. Tool and equipment rental.
- S. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- T. Vehicle repair, including but not limited to welding, painting, service, and parts facilities.
- U. Veterinary clinic, kennels.
- V. Similar uses as those listed in this section.

16.68.030 Conditional Uses.

The following uses and activities and their accessory uses and activities may be permitted in the CI zone when approved under Chapter 16.220, and subject to the provisions in Section 16.60.040:

- A. Dredge material disposal (DMD) subject to Chapter 16.104.
- B. New community or technical college or similar campus-type facilities subject to institutional master plan standards in Chapter 16.224.
- C. New mini-warehouse or similar storage facilities.
- D. Similar uses as those listed in this section.

16.68.040 Development Standards.

The following development standards are applicable in the CI zone:

- A. Density Provisions.
 - 1. Minimum lot size: none.
 - 2. Minimum lot width: none.
 - 3. Minimum lot depth: none.
 - 4. Maximum building height: 45 feet.
 - 5. Maximum lot coverage: none.
- B. Setback Requirements.
 - 1. Minimum front yard setback: none.
 - 2. Minimum side yard setback: none.
 - 3. Minimum rear yard setback: none.

16.68.050 Design Standards.

The following development standards are applicable in the CI zone:

- A. All commercial development shall comply with Chapter 16.116.
- B. All industrial development shall comply with Section 16.60.040.
- C. All development adjacent to existing or planned transit stops shall include walkways through the site connecting those stops with all publicly available entrances.
- D. All facilities involved in the production, processing, assembling, packaging, or treatment of products may not emanate any odors beyond 500' of the property line and will demonstrate how the facility captures such odors during the site design review.

Section 2. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading: August 27, 2024

Second Reading: September 10, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder



City Commission Agenda Memo

Meeting Date: September 10, 2024
From: Matthew Ellis, AICP, Planning Director
Subject: Planning Application Fee Schedule Modification

Summary:

During the discussion of Resolution No. 2672, there was concern about the overall cost of the review of the Floodplain Development Permit. Staff has since analyzed the process for reviewing the Floodplain Development Permit and is suggesting a modification to the Planning Application Fee Schedule to reduce the cost of the initial review of these permits. At the September 10 City Commission meeting, the City Commission conducted the first reading of Resolution No. 2690.

Recommendation/Suggested Motion:

"I move to conduct the second reading, by title only, of Resolution No. 2690, REVISING RESOLUTION NO. 2672 PLANNING APPLICATION FEES."

"I move to adopt Resolution No. 2690, REVISING RESOLUTION NO. 2672 PLANNING APPLICATION FEES."

Alternative:

Other action as deemed appropriate by the City Commission

Fiscal Impact:

N/A

Attachments:

- Resolution No. 2690

Approved by City Manager: _____

RESOLUTION NO. 2690
INTRODUCED BY ALL COMMISSIONERS

REVISING RESOLUTION NO. 2672 PLANNING APPLICATION FEES

WHEREAS, it is the responsibility of the applicant to defray the cost of processing land use applications; and

WHEREAS, the current fees approved by Resolution No. 2672 on June 11, 2024, do not reflect fair costs for processing and reviewing Floodplain Development Permits; and

WHEREAS, the Planning Department strives to deliver the highest quality customer service for its programs;

NOW THEREFORE, the City Commission of the City of Warrenton resolves as follows:

Section 1. The minimum fees, hereby incorporated by reference and attached as Exhibit A, shall be paid to the City upon the filing of a land use application or request for service. Such fees shall not be refundable.

Section 2. The fee schedule shall be updated annually based on the Consumer Price Index (CPI) provided by the US Bureau of Labor Statistics.

Section 3. Resolution No. 2690, Exhibit A: Planning Application Fee Schedule is hereby adopted, amending Resolution No. 2672.

Section 4. This resolution shall be in full force and effect on October 1, 2024.

First Reading: August 27, 2024

Second Reading: September 10, 2024

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2024.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit A Planning Application Fee Schedule Effective October 1, 2024	Amount
Address Assignment (per lot)	\$50
Annexation	\$1,500
Appeals	
Planning Commission	\$500
City Commission	\$500
Comprehensive Plan Amendment	\$2,000
Conditional Use Permit	\$1,000
CRESO Review	AC
Development Code Text Amendment	\$1,500
Engineering Review (Development)	AC
Food Cart Permit	\$200
Floodplain Development Permit	\$300
Grading/Drainage Permit	\$100
Hearings Officer	AC, \$5,000 deposit
Homestay Lodging Permit and Inspection	\$500
Home Occupation – Type II	\$200
Land Use Compatibility Statement (LUCS)	\$75
License to Occupy	\$250
Lot Line Adjustment	\$150
Modification of Approved Plans or Conditions	
Type II	\$500
Type III/Type IV	\$750
Permit Extension	25% of Original Cost, capped at \$500
Recording with Clatsop County Clerk	AC
Pre-Application Conference	\$150
Reinspection	\$50
Residential Structure (Primary and Accessory)	\$150
Rezone	\$2,000
Shipping Container Permit	\$150
Sign Review	\$100
Site Design Review	
Food Cart Pod	\$250
Type II	\$500
Type III	
10,000 sf - 20,000 sf	\$1,000
20,001 sf - 30,000 sf	\$1,500

30,001 sf or larger	\$2,000
Street Vacation	
Type II	\$750
Type III	\$1,000
Subdivisions	
Land Partition, Preliminary	\$500
Land Partition, Final	\$250
Plat, Preliminary	\$1,000 + \$50/lot
Plat, Final	\$750
Plat Vacation	\$750
Planned Unit Development	\$1,500 + \$50/lot
Substantial Improvement/Damage Assessment	\$50
Temporary Use/Structure	\$300
Urban Growth Boundary Amendment	\$2,000+AC
Variance	
Class 1 Administrative	\$500
Class 2 Planning Commission	\$1,000
Wetland Significance Determination Amendment	\$1,000 + AC
Wireless Communication Facility	\$3,000 + AC
Zoning Verification Letter	\$150

Notes:

AC stands for Actual Cost



City Commission Agenda Memo

Meeting Date: September 10, 2024
 From: Greg Shafer, Public Works Director
 Subject: New Land Uses to Transportation SDC Schedule

Summary:

City Methodology for assessing system development charges (SDCs) was developed by Financial Consulting Services Group, Inc., in 2011 and adopted by Resolution No. 2401. Transportation SDCs are determined by the number of PM peak hour person trips (PHPTs), based on data in *Trip Generation* for the property's particular land use. The Methodology does not provide trip rates for accessory dwelling units (ADUs) and food cart pods. Financial Consulting Services Group, Inc. was retained to estimate trip rates for these two land uses in a manner that is consistent with the existing SDC Methodology. Public Works proposes that the land uses "Accessory Dwelling Unit" and "Food Cart Pod" be added to the schedule of transportation system development charges.

Recommendation/Suggested Motion:

"I move to conduct the first reading, by title only, of Resolution No 2679; A Resolution Updating the Schedule of Land Uses for Transportation System Development Charges."

"I move to adopt Resolution No. 2679."

Alternative:

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

Fiscal Impact:

None

Attachments:

- Resolution No. 2679
- Summary: Understanding System Development Charges (SCC's)

Approved by City Manager: _____

RESOLUTION NO. 2679

A RESOLUTION UPDATING THE SCHEDULE OF LAND USES FOR
TRANSPORTATION SYSTEM DEVELOPMENT CHARGES

WHEREAS, Oregon Revised Statutes Chapter 223 and Warrenton Municipal Code Chapter 3.36 authorize the collection of System Development Charges; and

WHEREAS, the City Commission has need to determine a more equitable transportation system development charge for accessory dwelling units and food carts; and

WHEREAS, the City Commission retained Financial Consulting Solutions Group, Inc., in 2024 to estimate trip rates for accessory dwelling units and food carts in a manner that is consistent with the City's existing system development charge methodology.

NOW, THEREFORE, BE IT RESOLVED, by the City Commission of the City of Warrenton that two land uses are added to the schedule of transportation system development charges. "Accessory dwelling unit" is a residential land use to be charged transportation system development charges at the rate of 0.77 net new peak-hour person trip-end per dwelling unit. "Food cart pod" is a commercial land use to be charged transportation system development charges at the rate of 4.65 net new peak-hour person trip-ends per food cart.

This Resolution takes effect October 1, 2024.

1st Reading: August 27, 2024

2nd Reading: September 10, 2024

Adopted by the City Commission of the City of Warrenton this 10th day of September, 2024.

APPROVED:

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, City Recorder



Summary: Understanding System Development Charges (SDCs)

P. O. BOX 250 ■ WARRENTON, OR 97146 -0250 ■ OFFICE: 503.861.2233 ■ FAX: 503.861.2351

System Development Charges (SDCs) are fees imposed on new developments and redevelopments to fund the infrastructure improvements needed to support community growth. These charges help ensure that the costs of expanding public services—such as water, wastewater, stormwater, transportation, and parks—are distributed fairly, preventing an undue financial burden on existing residents.

Purpose of SDCs: SDCs are implemented to ensure that new developments contribute to the necessary upgrades and expansions of public infrastructure. This approach maintains service quality and supports sustainable growth in the community.

Calculation and Payment of SDCs: In Warrenton, SDCs are calculated as follows:

- **Water and Wastewater SDCs:** These are calculated based on the size of the water meter installed for a property. The larger the meter, the higher the SDC, reflecting the anticipated increased demand on the water and wastewater systems.
- **Stormwater SDC:** This is determined by the number of Equivalent Dwelling Units (EDUs), which are calculated based on the property's impervious surface area. One EDU equals 2,000 square feet of impervious surface area. For single-family residences, each is counted as one EDU, regardless of the actual impervious surface area.
- **Transportation SDC:** This is calculated based on the number of PM Peak Hour Person Trips (PM PHPTs) the property generates, as defined by the land use data in the Trip Generation manual.
- **Parks SDC:** This charge is based solely on the number of dwelling units on a property. Non-residential properties are exempt from the Parks SDC, as the charge applies only to residential developments.

SDCs are payable upon the issuance of several types of permits, including building, development, and connection permits. By implementing SDCs in this manner, the City of Warrenton ensures that infrastructure costs are proportionately shared by those who contribute to increased demand.

This information is based on the Final SDC Methodology Report approved by the City Commission in 2012. The full System Development Charge Report, Current fees, etc can be found on the City of Warrenton Website: <https://www.warrentonoregon.us/publicworks/page/system-development-charges>

"Making a difference through excellence of service"

The City of Warrenton uses a Transportation System Development Charge (SDC) rate of \$665 per PM Peak Hour Person Trip (PHPT), effective July 1, 2024.

Example Scenarios:

- A developer wants to build an Accessory Dwelling Unit (ADU) on a residential property.

Accessory Dwelling Unit (ADU):

- The ADU is treated as a single dwelling unit.
- The transportation SDC for an ADU is based on 0.77 PM PHPTs per dwelling unit.
- **PHPT Calculation:** $1 \text{ ADU} \times 0.77 \text{ PHPTs} = 0.77 \text{ PHPTs total}$.
- **Fee Calculation:** $0.77 \text{ PHPTs} \times \$665/\text{PHPT} = \$512.05$.
- The total transportation SDC for the ADU is **\$512.05**.

- A developer is planning to set up a food cart pod with 5 carts on the property.

Food Cart Pod:

- The food cart pod will have 5 carts.
- The transportation SDC for each food cart is based on 4.65 PM PHPTs.
- **PHPT Calculation:** $5 \text{ carts} \times 4.65 \text{ PHPTs/cart} = 23.25 \text{ PHPTs total}$.
- **Fee Calculation:** $23.25 \text{ PHPTs} \times \$665/\text{PHPT} = \$15,461.25$.
- The total transportation SDC for the food cart pod is **\$15,461.25**.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: September 10th 2024
 SUBJ: Safety Fair Road Closure

SUMMARY

The Warrenton Fire Department is requesting to close South Main Court from SW 2nd to SW 3rd Street for our first annual Public Safety Fair and Open House. This event will be held on Saturday September 21st, 2024 from 10 am to 2 pm, and open to the general public. The proposed street closure will re-open shortly after 2 pm on September 21st, 2024

RECOMMENDATION/SUGGESTED MOTION

"Motion to approve the request to close S. Main Court from SW 2nd to SW 3rd on Saturday, September 21st, 2024 from 10 am to 2 pm"

ALTERNATIVE

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

IMPACT

The street closure will affect one residential home behind City Hall, staff will keep the resident informed and will also accommodate any concerns or requests that the resident may have.

Approved by City Manager: _____

COLLECTIVE BARGAINING AGREEMENT

Between

THE CITY OF WARRENTON

&

**LOCAL 2746-5 AND COUNCIL 75 OF THE AMERICAN
FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFL-CIO**

July 1, 2024 to June 30, 2027

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE 1 – BARGAINING UNIT AND RECOGNITION	1
ARTICLE 2 – NONDISCRIMINATION, UNION MEMBERSHIP AND CHECK OFF.....	1
ARTICLE 3 – MANAGEMENT RIGHTS.....	2
ARTICLE 4 – WORKWEEK.....	3
ARTICLE 5 – HOLIDAYS	5
ARTICLE 6 – SICK LEAVE	6
ARTICLE 7 – COMPASSIONATE LEAVE.....	8
ARTICLE 8 – VACATIONS.....	8
ARTICLE 9 – LEAVE WITHOUT PAY	10
ARTICLE 10 – WITNESS OR JURY DUTY	11
ARTICLE 11 – HEALTH AND WELFARE	11
ARTICLE 12 – COMPENSATION	13
ARTICLE 13 – DISCIPLINE AND DISCHARGE.....	18
ARTICLE 14 – SETTLEMENT OF GRIEVANCES	19
ARTICLE 15 – SENIORITY LAYOFF	21
ARTICLE 16 – STRIKES AND LOCKOUTS	23
ARTICLE 17 – GENERAL PROVISIONS	23
ARTICLE 18 – PART-TIME/TEMPORARY EMPLOYEES.....	27
ARTICLE 19 – FUNDING	28
ARTICLE 20 – SAVINGS CLAUSE.....	28
ARTICLE 21 – TERM OF AGREEMENT AND TERMINATION	29

PREAMBLE

This Agreement (“Agreement”) is entered into by the CITY OF WARRENTON, hereinafter referred to as the “City” or the “Employer,” and Local 2746-5 and COUNCIL 75 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, hereinafter collectively referred to as the “Union.”

The parties agree as follows:

ARTICLE 1 – BARGAINING UNIT AND RECOGNITION

The bargaining unit shall consist of all regular full-time employees and regular part-time employees budgeted point forty-six (.46) FTE (nine hundred sixty (960) hours) or more per year in the City, excluding supervisory and confidential employees, police officers and casual or temporary employees who work less than nine hundred and sixty (960) hours in a calendar year.

When the City creates a new job classification, or substantially revises an existing bargaining unit job classification, the City will provide the new job description and proposed wage scale to the Union. The Union will have fourteen (14) calendar days to request bargaining the wage of a new position, as provided by ORS 243.698.

ARTICLE 2 – NONDISCRIMINATION, UNION MEMBERSHIP AND CHECK OFF

2.1 Nondiscrimination

The City and the Union shall not discriminate against any employees or applicant for employment based upon such person’s age, race, religion, color, sex, national origin, sexual orientation or gender identity, mental or physical disability, veteran status, marital status or political affiliation or other protected status in accordance with applicable law.

2.2 Check-Off

The City agrees to deduct the Union membership dues and payments in lieu of dues once each month from employees covered by this bargaining Agreement. The amount to be deducted shall be certified to the City by the Union, and the aggregate deductions of all employees shall be remitted to the Union. The City will include a list of information including: a list of current bargaining unit members inclusive of wage, classification and step, department, address, and phone number, a list of newly hired employees, separated employees and retired employees in the bargaining unit with date of separation. The City will make best efforts to provide the list electronically in a searchable format. Remitted dues and the listed information will be provided to the Union by the tenth day of the succeeding month after such deductions are made. The

City shall not be liable for any error. Employees are responsible for providing current address and phone number.

The Union will indemnify, defend and hold the City harmless from all suits, actions, proceedings, and claims against the City or persons acting on behalf of the City, whether for damages, compensation, reinstatement or any combination thereof, arising from the application of this Article.

2.3 Dues deductions

Employees may elect to pay voluntary payroll deductions for charitable organizations or other Union deductions. Employees must provide a written authorization for additional payroll deductions.

2.5 Union Orientation

Within fourteen (14) days of employment, the Employer will provide the Union a minimum of thirty (30) minutes, but no more than one hundred twenty (120) minutes, to make a presentation to new employees at a time and place mutually agreeable to the parties. No employee shall suffer a loss in compensation or benefits as a result of participating in or attending the Union's presentation. The Union orientation will identify the Union's status, organizational benefits, facilities, related information and the distribution and collection of membership applications. The Union will also provide a copy of the current collective bargaining agreement and provide a brief overview of its terms. This time is not to be used for discussion of labor/management disputes.

ARTICLE 3 – MANAGEMENT RIGHTS

Except as otherwise specifically limited by the terms of this Agreement, the City retains all of the customary, usual and exclusive rights, decision making, prerogatives, functions and authority connected with, or in any way incident to, its responsibility to manage the affairs of the City or any part of it. Without limitation, but by way of illustration, the exclusive prerogatives, functions and rights of the City shall include the following:

- A. To direct and supervise all operations, functions and policies of the departments in which the employees in the bargaining unit are employed.
- B. To manage and direct the work force, including, but not limited to, the right to determine the methods, processes and manner of performing work; the right to hire, promote and retain employees; the right to determine schedules of work and vacations; the right to purchase, dispose of and assign equipment and supplies.

- C. To determine the need for a reduction or an increase in the work force.
- D. To establish, revise and implement standards for hiring, classification, promotion, quality of work, safety, materials and equipment, and determine compliance with statutory laws and regulation;
- E. To implement new and to revise or discard, wholly or in part, old methods, procedures, materials, equipment, facilities and standards.

Except as provided by ORS 243.650, utilization of any management rights not specifically limited by this Agreement shall be at the City's discretion and not subject to negotiation or the grievance procedure.

ARTICLE 4 – WORKWEEK

4.1 Workweek

The normal workweek is between 12:01 Monday to Midnight the following Sunday.

- A. City Hall. The work schedule for City Hall employees consists of five (5) eight (8) hour days (Monday-Friday 8:00 am to 5:00 pm) with a one (1) hour uninterrupted unpaid lunch period.
- B. Public Works Department. The work schedule of Public Works Department employees consists of five (5) consecutive eight (8) hour days, Monday – Friday, between the hours of 6:00 am and 5:00 pm.
- C. Marina: At the discretion of the City, hours of operation and shift schedules may vary based on operational need and seasonal workload. The City will give employees one week notice of schedules whenever reasonably possible.

4.2 Work Schedules

Employees will be assigned a schedule of five (5) consecutive eight (8) hour work-days, with a break for unpaid meal periods. All employees shall be scheduled to work on a regular work shift and each shift shall have regular starting and quitting times. Upon an employee's request, the City may permit an employee to work on a temporary flexible schedule, at the City's discretion and subject to the City's operational needs. Starting times may be staggered for individual employees or groups of employees, provided employees have a minimum of fifteen (15) minutes off between regular work shifts.

Employees may flex up to four (4) hours within the workweek, with supervisor's approval. Employees on a flex schedule do not receive daily overtime under Article 12.1(a). In no event may employees work more than ten (10) hours in one workday to make up flex time.

4.3 Rest Periods

All employees will have a fifteen (15) minute paid rest period for every segment of four (4) hours (or major part of four (4) hours) worked in one (1) work period. This time is part of the eight (8) hour shift and must be taken approximately midway in the segment of work.

4.4 Meal Periods

- A. Employees working in City Hall receive a one (1) hour uninterrupted unpaid lunch period to be taken at the direction of the supervisor or approximate mid period of the workday. The lunch period begins when relieved by a supervisor or at the mid-point of the shift and work re-commences one (1) hour later, unless otherwise allowed by the supervisor. Employees working in City Hall may be permitted to take a shorter lunch period and adjust their shift start or stop time accordingly, on a temporary basis and at the City's discretion and subject to the City's operational needs. Employees must request approval from their supervisor at least one business day in advance. In no event may City Hall employees take less than a one-half (1/2) hour lunch period.
- B. Employees working for Public Works and Marina receive a one-half (1/2) hour uninterrupted, unpaid lunch period to be taken at the direction of the supervisor or approximate mid period of the workday. The lunch period begins when relieved by a supervisor or at the mid-point of the shift and work re-commences thirty (30) minutes later, unless otherwise allowed by the supervisor.
- C. Unpaid meal periods of not less than thirty (30) minutes must be taken by employees who work shifts of six (6) hours or more.

- D. "Uninterrupted" does not mean supervisors cannot be in the break area nor does it mean that employees will be free from noise or other distractions.

4.5 Cleanup Time

Employees shall be granted reasonable cleanup time as needed prior to the end of each work shift. The City shall provide the required facilities for employees' cleanup times and shall arrange work schedules so that employees may utilize cleanup time. Cleanup time includes cleaning facilities and equipment and other clean up assignments.

4.6 Educational Job Training

- A. Whenever the City requires an employee to attend a school, seminar or workshop to improve work skills, the employee shall be paid for all wages earned under this Agreement.
- B. When the City allows an employee to attend such training during scheduled work hours, but does not require it, attendance for any hours over eight (8) per day or forty (40) per week shall be voluntary by the employee and not subject to pay at overtime rates.

ARTICLE 5 – HOLIDAYS

5.1 Holidays

The following days shall be recognized and observed as paid holidays:

New Year's Day	Veterans' Day
Martin Luther King's Birthday	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Christmas Eve
Labor Day	"Three Personal Days"
Juneteenth	

Any day on which City Hall is closed to recognize or observe as a holiday, and is not specifically outlined above, shall, upon agreement of the parties, in future years become recognized and observed as a paid holiday under this Agreement. "Three Personal Days" – requests for using a day is the same process as for vacation requests. Personal day (eight (8) hours) must be used in a one (1)-day increment and in the fiscal year or is forfeited. The personal day has no value upon separation of employment.

5.2 Holiday Pay

Eligible employees shall receive one (1) day's pay (eight (8) hours) for each of the holidays listed above on which they perform no work. Part-time employees are prorated based on budgeted FTE.

5.3 Weekend Holidays

Whenever one of the above holidays falls on Saturday or Sunday, the preceding Friday, or succeeding Monday, respectfully, shall be observed as the holiday.

5.4 Holiday During Leaves

Should an employee be on authorized sick leave or vacation when a holiday occurs, the holiday shall not be charged against such leave or vacation.

5.5 Holiday Work

If an employee works on any of the above holidays, the employee shall, in addition to their holiday pay, be paid for all hours worked at the rate of time and one-half (1 ½).

ARTICLE 6 – SICK LEAVE

6.1 Rate

All regular full-time employees shall be entitled to eight (8) hours of sick leave with pay for each calendar month of City service with limited accrual rate of one thousand two hundred sixty (1260) hours. Part-time employees are prorated based on budgeted FTE and earn a minimum of one (1) hour for every thirty (30) hours worked not to exceed the prorated value provided herein.

6.2 Sick Leave

Sick leave use will be allowed for eligible employees for any absence due to:

- A. Personal injury or illness.
- B. Temporary disability which keeps the employee from performing their regular duties.
- C. Personal medical and dental appointments.
- D. Bona fide illness of an immediate family member such as spouse, children or other relative living in the employee's household where it is mandatory that the ill person

requires an attendant, or accompaniment to a medical appointment or as permitted by applicable law.

- E. Pregnancy and parental leave due to the birth or adoption of a child by the employee.
- F. Any other reason required by Oregon law.

6.3 Conditions

Payment of sick leave benefits is conditioned upon the employee notifying a Department Head, or in their absence the City Manager's office, of their illness within the first fifteen (15) minutes of the work shift, unless emergency precludes such notification. Failure to give required notice shall result in the loss of leave benefits for such absence(s), unless otherwise provided by applicable law.

6.4 Certification of Illness

The employee may be required to provide certification of illness or a written release to return to work from a qualified health care provider whenever the employee has taken more than three (3) consecutive days of sick leave or by the request of the Department Head or City Manager.

6.5 Unused Sick Leave

Except as herein provided, employees shall not be paid for any unused sick leave benefits upon termination of employment.

6.6 Sick Leave Pay

Sick leave benefits shall be paid at the employee's regular rate of pay at the time the benefits are used. Sick leave pay shall be the amount the regular employee would have earned had such employee worked their regularly scheduled workday.

6.7 Donation of Sick Leave

The City will allow employees to donate surplus sick leave time to other employees on an individual need basis, with approval by the City Manager, and only for the most serious cases of extended illness or injury, subject to IRS regulation. Employees receiving donated leave must have exhausted all other accrued leaves. Leave is considered donated on an as needed basis by the recipient and is considered forfeited upon donation.

ARTICLE 7 – COMPASSIONATE LEAVE

7.1 Death in the Family

In the event of a death in the employee's immediate family, including present spouse, domestic partner, children (including biological, adopted, step, and foster children), parents, stepparents, brothers and sisters (including step), grandparents (including grandparent in-laws), grandchildren, present in-laws (mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, and son-in-law), nieces, nephews, or any individual related by blood or affinity whose close association is the equivalent of a family relationship, an employee shall be granted leave of absence with pay, not to exceed five (5) working days (forty (40) hours for a full-time employee). Part-time employees receive a prorated benefit based on budgeted FTE.

If applicable, the use of five (5) days leave provided in this section will count as use of OFLA leave. Employees must use accrued paid leaves prior to leave without pay.

7.2 Funerals

When an employee serves as a pallbearer, or in some other way participates in a funeral ceremony for anyone other than immediate family, the employee will be granted time off to perform such duty, but time not worked shall be taken from accrued vacation.

ARTICLE 8 – VACATIONS

8.1 Amount of Vacation and Eligibility Requirements

Employees shall accrue vacation leave in accordance with the following schedule, based upon their length of continuous service as full-time employees of the City:

Time of Continuous Service	Days	Monthly Hours	Yearly Hours
0 through 71st month	12 days	8 hours	96 hours
72nd month through 119th month	15 days	10 hours	120 hours
120th month through 179th month	18 days	12 hours	144 hours
180th month through 239th month	20 days	13.34 hours	160 hours
240 months +	25 days	16.66 hours	200 hours

During the initial probationary period, employees shall not be eligible to use vacation benefits. Upon the successful completion of the initial probationary period provided for in Article 17.1, the employee shall be credited eight (8) hours of vacation time for each month employed retroactive to the first month of employment.

Continuous service is service unbroken by separation from employment as a full-time employee of the City. Vacation credits shall not accrue during any unpaid leave of absence.

8.2 Vacation Scheduling

Vacation time shall not be used in periods of less than one (1) hour. Scheduling shall normally be in weekly units, but employees may request either a split or a single vacation.

Employees must request vacation at least one (1) week in advance and requests are subject to supervisor approval. Subject to operating requirements, vacation time shall be scheduled as between employees on the basis of seniority. Seniority will apply only if the conflicting requests are submitted on the same day.

8.3 Separation of Employment

No payment in lieu of vacation shall be made in the event of death or separation of employment of an employee during the initial probationary period. An employee shall be entitled to payment for accrued vacation leave in the event of death or termination of employment if the employee is otherwise entitled to vacation credits. In the event of death, earned but unused vacation leave shall be paid in the same manner as salary due the deceased employee.

8.4 Maximum Accumulation

The maximum accumulation of vacation credits shall not exceed four hundred and eighty (480) hours. An employee who has reached his or her maximum accumulation may request an immediate vacation in order to avoid loss of credits. The supervisor shall have the option of granting the vacation period requested or making payment in lieu thereof.

8.5 Becoming Ill on Vacation

If an employee becomes ill on vacation, they will be allowed to charge that time to their accrued sick leave and not to their accrued vacation leave. A doctor's certification of illness may be required.

8.6 Vacation Cashout

Employees may cash out up to forty (40) hours of vacation leave once per fiscal year. To be eligible, at the time of cash out, the employee must have forty (40) hours scheduled for vacation leave and have a balance of at least eighty (80) hours vacation leave remaining after cashing out.

ARTICLE 9 – LEAVE WITHOUT PAY

9.1 Approval

Leave without pay may be granted to any regular employee by the City Manager for any period of time up to three (3) months for personal, professional or family reasons, or for time beyond the medically certified period of temporary disability following childbirth.

9.2 Written Requests

All leave without pay must be requested by the regular employee in writing as soon as the need for such a leave is known. All written requests shall state the reason for the leave and the amount of leave time needed. Written request shall be submitted to the employee's supervisor, and referred to the City Manager with the supervisor's recommendation. All leave without pay shall be approved in writing by the City Manager setting out the terms, conditions and length of said leave. The City Manager has the discretion to reduce or deny the leave without pay request when the reduction or denial is in the best business interest of the City.

9.3 Failure to Return

Failure to return from any leave without pay on or before the designated date, unless approval is given by the City Manager, will be considered a voluntary resignation, and may be cause for denying reemployment with the City. Employees on leave without pay may return to work early, provided notice is given to their supervisor at least five (5) regular City workdays in advance.

9.4 Benefits During Leave

Holiday pay, sick leave and vacation benefits are not earned while an employee is on leave without pay. Unless approved by the City Manager, the City will not pay any portion of the employee's group medical and life insurance premiums while the employee is on leave without pay, unless otherwise required by applicable law or Article 11.3.

9.5 Use of Earned Leave

Employees are required to use sick, vacation and holiday accrued benefits before a leave without pay is granted.

9.6 Use of Sick Leave

Employees who are granted leave without pay for medical or disability reasons must exhaust all accrued leaves prior to commencing leave without pay. Employees returning from a leave without pay due to medical or disability reasons must provide a qualified health care provider's

certification of the employee's ability to return to work. The City will make efforts to provide for reasonable accommodations that do not create an undue burden on the Employer as applicable by law.

9.7 The City agrees to abide by FMLA/OFLA.

ARTICLE 10 – WITNESS OR JURY DUTY

When a City employee is called for jury duty, or is subpoenaed as a witness as a result of their duties with the City, the employee shall not suffer any loss of his or her regular City compensation during such absence; however, the employee shall be required to transfer any compensation received for the performance of such duty to the City. Time not worked because of such duty shall not affect vacation or sick leave accrued.

Any employee who is released from jury duty before 3:00 in the afternoon will be expected to report to work on that day.

ARTICLE 11 – HEALTH AND WELFARE

11.1 Health and Welfare

The City will provide Medical, Dental and Vision insurance for the life of this Agreement. The City's obligation to contribute to premiums under this section shall be ninety percent (90%) aggregate premium of the plans described in this paragraph. Employees shall contribute ten percent (10%) of the aggregate premium through payroll deduction.

The City will provide full-time employees and their dependents CIS plan HDHP-4, including RX, herein referred to as "HDHP" plan, Dental-ODS Plan II, Ortho, Alternative Care Rider, and Vision VSP A.

The City will establish a Health Saving Account (HSA) for each eligible employee.

The City shall contribute to an employee's HSA an annual amount of one thousand seven hundred dollars (\$1,700) for employees on an employee only plan or three thousand four hundred dollars (\$3,400) for employees on a plan with one dependent or more elected. These contributions will be prorated and made monthly. If an employee's plan status changes during the year, the HSA contribution will adjust the following month after notification to the City for the remainder of the year. The maximum Employer contribution per year is either one thousand seven hundred dollars (\$1,700) for employee only or three thousand four hundred dollars (\$3,400) for employee with one (1) dependent or more elected.

The parties agree that the HSA monthly payment after July 1, 2024, exceeds the term of this CBA and is the only enforceable term beyond the term of this CBA ending on June 20, 2024, excluding any statutory status quo obligations.

1. Part-Time Employees. Part-time employees will be prorated based on budgeted FTE hours worked, except employees budgeted for point seven-five (.75) FTE or greater will have a cost share of ten percent (10%) like full-time employees above.
2. For employees who do not have a choice to participate in an HSA account because of coverage under Medicare, Tricare/VA or Indian Health Services, the City will make available a comparable benefit, subject to IRS and plan regulations.

Orthodontia coverage is part of the current dental plan and included with the total premium.

11.2 Life Insurance

The City shall provide each employee with group life insurance in the amount of thirty thousand dollars (\$30,000).

11.3 Workers' Compensation

- A. All City employees will be provided full coverage as required by the Oregon Workers' Compensation Act.

An employee who is eligible for workers' compensation pay, and who has sufficient sick leave accumulated, shall receive, at the employee's option, prorated sick leave payments equal to the difference between the workers' compensation payment and the regular net salary as provided by the salary scale, taking into consideration that workers' compensation payments are tax free. Overpayment by the City may be later deducted through payroll deduction of accrued leave banks or the employee may make payment within ninety (90) days.

- B. City Contribution For Insurance.

During the period of temporary disability, the City will continue to contribute toward the cost of health and welfare insurance, including accrual of seniority, vacation/sick leave as if the employee were working, for a period of one (1) year from date of injury, subject to carrier limitations. If the employee elects COBRA coverage, the City agrees to pay their portion of the premium and pay the COBRA administrative fee during the period set forth in this section. Employees are responsible for any premium cost shares as provided in this Agreement.

11.4 Loss of Continuation of Benefits

Employees may continue benefit coverage under COBRA as provided by law.

11.5 IRS 125 Plan

The City shall provide the employees with the IRS Plan 125 with a medical insurance premium and dependent care accounts. Participation shall be voluntary, however, employees must give notice of intent not to participate upon hire or open enrollment.

11.6 Insurance Committee

The parties recognize the value to monitor and evaluate health care insurance coverage and trends as a result of the many changes to insurance benefits occurring in current conditions. The parties agree to meet as a voluntary insurance committee quarterly to discuss insurance trends, plans and options. The meetings can be attended by Union representatives and employees, City management and executive representatives, and non-represented employees, with one of each group serving together to direct the meetings. The meetings are non-binding and informal, intended to serve as informational and as an evaluation of the conditions. The meetings should be posted thirty (30) days in advance or as otherwise necessary. In the event the City or Union seek to adjust insurance benefits or plans as a result of these meetings, the parties will give respective notice, as under PECBA, for further inquiry for additional discussions with the Union or City or provide a request to bargain. Participation in the committee does not waive any rights under PECBA.

11.7 Long-Term Disability

The City will make available and pay for a long-term disability insurance plan.

ARTICLE 12 – COMPENSATION

12.1 General

Employees shall be compensated in accordance with the following and the wage schedule attached to this Agreement and marked Exhibits “A” and “B,” which is hereby made a part of this Agreement. Payroll errors shall be corrected within thirty (30) days of notice to the City.

A. Salaries

Effective upon ratification or on July 1, 2024, whichever is later, City shall increase base salaries by five percent (5%).

Effective July 1, 2025, City shall increase base salaries by six percent (6%).

Effective July 1, 2026, City shall increase base salaries by three percent (3%).

Steps are five percent (5%) apart.

B. Range Adjustments

Effective July 1, 2024, the City shall move all employees currently on Range 11 to Range 13. Range 13 shall be lowest range on Exhibit B.

C. Reclassification

The employee may submit in writing a complete job description and an explanation for the proposed reclassification to the City Manager. The City will review the request normally within sixty (60) calendar days of receiving the request. If the review is not completed within the sixty (60) days, the employee shall be notified of the revised date for completion. Following a determination that the duties regularly assigned to the employee are substantially inconsistent with the current classification, the City shall either reclassify the employee and pay out-of-class pay retroactive to the date of the employee's request or remove the additional duties.

If a position is reclassified to an existing higher classification, the employee shall be placed into the new range at the closest step that is higher than their current rate. If there is no other more appropriate existing classification, the City will develop a new classification and offer the Union the opportunity to bargain a new wage or the City may remove the additional duties. Wage increases resulting from an upward reclassification will be effective retroactively to the date of the reclassification request.

The outcome of a reclassification request may be appealed under Article 14 Settlement of Grievances beginning at Step 2 of Settlement of Grievances within fifteen (15) calendar days of the date of notice of the reclassification decision from the City Manager.

If a grievance is advanced to Step 4, the parties shall follow the procedure for selection of arbitration and the timelines for the process as set forth in Article 14 Settlement of Disputes Step 4.

12.2 Overtime

Employees covered by this Agreement shall be compensated at time and one-half (1 ½) their applicable hourly rate for work under any of the following conditions, but in no event shall compensation be paid twice for the same hours worked.

- A. All authorized work performed in excess of eight (8) hours on any workday period.
- B. All authorized work performed in excess of forty (40) hours in any workweek period.

- C. All work performed before or after any scheduled work shift, not including part-time employees under forty (40) hours a week.

Restriction does not apply to callback time per Article 12.5

12.3 Compensatory Time

Upon request of the employee, compensatory time at the rate of time and one-half (1 ½) shall be designated in lieu of pay for overtime. Compensatory time shall not accrue in excess of sixty (60) hours. The employee may carry over into the next fiscal year up to twenty (20) hours, with any remainder paid in the last pay period of the ending fiscal year. Compensatory time off will be administered in accordance with the Fair Labor Standards Act (FLSA).

12.4 Pay Periods

Payroll is paid semi-monthly.

12.5 Callback Time

Any employee called back to work after completing the employee's regularly scheduled shift on that day shall be paid a minimum of three (3) hours pay at the overtime rate of time and one-half (1 ½), except each phone call (in or out going) not resulting in a call back to work shall be compensated with fifteen (15) minutes pay at the overtime rate of time and one-half (1 ½). Compensation for callbacks are limited to three (3) call-outs at the three (3) hour rate, or actual overtime worked in excess of nine (9) hours in any twenty-four (24)-hour period, whichever is to the employees' advantage during an off-duty day. Parties acknowledge that by practice and interpretation of this section, the three (3)-hour callback period is for all work and calls during that period. Off-duty is defined as Saturday, Sunday and holidays. If an employee is called back again within an initial callback, the callback is included.

12.6 Personal Automobile

Employees required to use personal automobiles for City business shall be reimbursed at the current IRS rate per mile.

12.7 Overtime and Paid Leaves

Hours of work include all paid leaves such as vacation leave, sick leave, and holidays for the purposes of calculating the FLSA overtime threshold up to forty (40) hours. Overtime will only be paid for actual hours worked.

12.8 Bilingual Incentive Pay

The City may, at its discretion, grant a 3% bilingual incentive pay to employees who demonstrate fluency in Spanish and whose positions regularly require them to speak Spanish. The 3% bilingual incentive pay shall be calculated from the employee's base salary, exclusive of longevity pay or other incentive pays. An employee's fluency shall be based on standards established by the City. No more than one employee per department may receive this bilingual incentive pay at one time. This section is not subject to the grievance process.

12.9 Retirement/PERS

- A. **Tier I/II.** The City shall provide eligible employees with retirement coverage through the Public Employees Retirement System (PERS). Since July 1, 1998, the Employer will pay the employee's portion of PERS.

The City shall report unused sick leave to PERS upon retirement for the purpose of computing the retiree's benefit consistent with PERS rules.

- B. **OPSRP.** The city shall provide eligible employees with retirement coverage through the Oregon Public Service Retirement Plan (OPSRP). The City will pay the employee's contribution to OPSRP.

12.10 Deferred Tax Plan

The City shall provide an opportunity for all employees to save a portion of their salary in a tax-deferred plan using contributions paid by the employee. The amount saved, plus all accrued interest, is not taxed until the employee receives the money.

12.11 Salary Steps

On the first anniversary of a regular employee's date of hire, the employee will receive a salary step increase to the next step of their job classification salary range as shown on the appropriate salary schedule, if the employee has successfully completed their probationary period. Thereafter on each anniversary, an employee may receive a one (1)-step salary increase provided the employee has an overall satisfactory performance evaluation.

12.12 Work Out of Classification

Employees will be assigned to working out of classification assignments in advance and in writing. If it is not possible to make the assignment in advance, a supervisor will put the assignment in writing as soon as practicable. Working out of class assignments are triggered when an employee is assigned the majority of the job duties in a higher classification for one (1) week or longer. Employees in working out of class assignment shall be paid the first step of that position or will receive a five percent (5%) differential, whichever is higher.

12.13 Longevity Pay

Employees' longevity pay shall be based on base wage of the employee as follows:

- 1% after 10 years of continuous service (120 months)
- 2% after 15 years of continuous service (180 months)
- 3% after 20 years of continuous service (240 months)
- 4% after 25 years of continuous service (300 months)

Longevity steps are not cumulative

12.14 On-Call Assignment and Duty

The City requires on-call duties for its Public Works Department and Treatment Plants. On-call duties are for shifts of one week. An employee who is on-call but not actively responding to a work call is not considered to be on paid time. On-call duty is the obligation that an employee be readily available to respond to off-duty work calls within a thirty (30) minute response time. Employees on call are expected to respond to call-outs.

Employees assigned to on-call status will receive three dollars (\$3.00) for each hour of on call assignment.

A. Public Works General On-Call List

The Public Works Department Director or designee will establish a voluntary sign-up list for on-call duty for Public Works. Only employees who are qualified, based on their job description, to perform on-call duties are eligible to join the voluntary sign-up list. On-call shifts shall be first offered to employees on the voluntary sign-up list. In the event that more than one employee has volunteered to be on-call on the voluntary sign-up list, then the on-call shift shall be offered to employees in order of seniority. Assignments will be in writing. Employees who accept a voluntary on-call shift must serve that on-call shift unless otherwise approved by the City.

If the voluntary sign-up list is, at the discretion of the Public Works Department Director or designee, insufficient to meet City operational needs, the Public Works Director or designee may assign mandatory on-call shifts to employees who are qualified, based on their job description, to perform on-call duties. Mandatory on-call shift assignments will be in writing and, when possible, given 30 days prior to the assigned mandatory on-call week. No employee will be assigned mandatory on-call shifts for consecutive workweeks. No employee will be assigned mandatory on-call shifts more than once per calendar month. No employee will be assigned mandatory on-call shifts more than eight (8) times per fiscal year. In the event that no bargaining unit employee volunteers for an on-call shift, the City is permitted to use non-bargaining unit employees to staff the on-call shift.

During emergencies or due to operational needs, employees who are not on call may also be called in to work to comply with OROSHA, OSHA, and City guidelines. Notifications may come from supervisors, SCADA, or dispatch.

B. Treatment Plants On-Call List

In the event that a Wastewater Plant Supervisor or Water Treatment Plant Supervisor is not available for on-call at their associated Plant, then the Public Works Department Director or designee shall offer the on-call shift to employees who are qualified, based on their job description, to perform on-call duties in order of seniority. If no qualified bargaining unit employees are available or willing to take the on-call shift, then the Public Works Department Director or designee shall assign the on-call shift to qualified exempt employees.

During emergencies or due to operational needs, employees who are not on call may also be called in to work to comply with OROSHA, OSHA, and City guidelines. Notifications may come from supervisors, SCADA, or dispatch.

12.15 Utility I to Utility II Advancement

Advancement from Utility Worker I to Utility Worker II will require the following experience and credentials and may advance to Utility Worker II upon successfully obtaining the following: (Placement is upon verification by the City Manager or designee without unreasonable delay)

1. Possession of a valid Oregon CDL;
2. Twelve (12) months continuous service with the City as Utility Worker I, unless more time as a Utility I is required by the applicable certification to be eligible for the certification;
3. AND one (1) of the following certifications: Water Distribution I, Water Distribution II, Water Treatment I, Water Treatment II, Waste Water Collections I, Waste Water Collections II, Waste Water Treatment I, Waste Water Treatment II, Pesticide Applicator Operation, and NASSCO Pipe Inspection.

ARTICLE 13 – DISCIPLINE AND DISCHARGE

13.1 Discipline

Disciplinary action or measures shall include the following: written reprimand, suspension with notice in writing, demotion, or discharge. Progressive discipline will be used when appropriate. The Local President or shop steward Council Representative or designee will receive a copy of any disciplinary actions imposed. Oral warnings and counseling reduced to writing are not disciplinary and not subject to the grievance process; they can be maintained in the supervisory file and referenced for the purposes of yearly evaluation or progressive discipline, and are not placed in the personnel file.

The employees will only be disciplined for just cause. Any disciplinary action or measure imposed upon an employee may be processed only as a grievance through the regular grievance procedure. If the City has reason to discipline any employee, the City shall make reasonable efforts to impose such discipline in a manner that will not embarrass the employee before other employees or the public.

13.2 Economic Sanctions and Discharge

The City shall not impose suspension or similar economic sanction or discharge any employee covered by this Agreement without just cause. If, in any case, the City feels there is just cause for suspension or discharge, the City Manager shall notify the employee and the Union of the particular charges and of the fact that an economic sanction or discharge is being considered. Such notification shall state in detail the nature of the offense for which the employee is being considered for discharge. The City Manager shall afford the employee an informal opportunity to refute the charges orally or in writing prior to imposition of suspension or termination. The employee will have the right to Union representation.

The Union shall have the right to take up the suspension, demotion or discharge as a grievance at Step 2 of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step, if deemed necessary by either party.

13.3 Probationary Employees

The provisions of this Article shall not apply to employees who have not completed the probationary period of employment.

ARTICLE 14 – SETTLEMENT OF GRIEVANCES

14.1 Grievance and Arbitration Procedures

Any grievance which may arise between the parties involving the application, meaning or interpretation of this Agreement shall be settled in the following manner:

Step 1. In an attempt to resolve the grievance, the grievant shall meet with the immediate supervisor or appropriate administrative authority and discuss the situation. The grievant will state via email or otherwise in writing that they are initiating a grievance. The grievant and the immediate supervisor will attempt to set an informal meeting to discuss the situation within fifteen (15) working days. If mutual agreement on a meeting date cannot be achieved within fifteen (15) working days, then the grievant may move on to Step 2.

Step 2. If the grievance is not resolved within the fifteen (15) working days by discussion with the supervisor, the employee or the Union shall present any grievance to the City Manager within fifteen (15) working days. The City Manager shall respond to the employee and the Union in writing within ten (10) working days. The written grievance shall contain the following information:

- A. A description of the grievance and what management action or inaction violated the Agreement;
- B. What specific provision of the Agreement was violated by management; and
- C. What is the specific remedy sought by the grievant that would resolve the grievance.

If the union wishes to modify the written grievance as originally filed, the amended grievance must be submitted in writing and address section (A) through (C) above or only the grievance as originally filed shall be considered by an arbitrator and the Union shall be barred from submitting the amended grievance to arbitration.

Should the City representatives fail to respond in the designated time periods outlined in this Step, the Union shall have the right to move the grievance to the next step.

Step 3. Mediation. If the grievance is still unsettled, the Union will file for mediation within ten (10) working days after the reply of the City Manager or designee(s) is due by written notice to the other to request mediation. The parties shall mutually agree to a mediator or use the Employment Relations Board (ERB). The moving party will contact the ERB and request a mediator within thirty (30) days of the City Manager's response. Mediation will be scheduled with the mediator and must initiate within sixty (60) days of the initial notice/request to the ERB, unless otherwise agreed. The parties will engage in at least two (2) mediation sessions. This mediation step does not apply to employment termination cases, unless mutually agreed.

Step 4. Arbitration. If the grievance is still unsettled, the City or the Union may, within ten (10) working days after the second mediation session, by written notice to the other, request arbitration. Only grievances over the application, meaning, or interpretation of a specific provision of this Agreement may be submitted to arbitration. The arbitration shall be limited to the issues raised in the written grievance filed by the employee or Union. The arbitrator's decision shall be made in writing and shall be issued to the parties as soon as practical after the case is submitted to the arbitrator.

The parties shall first attempt to select an arbitrator who is mutually acceptable. If within ten (10) working days from the request for arbitration the parties are unable to agree upon an arbitrator, the ERB's State Conciliation Service shall be requested to submit a list of seven (7) names of arbitrators with offices in Oregon or Washington. The opportunity to strike the first name shall be determined by lot. The process shall be

repeated and the remaining person shall be the arbitrator. The parties agree to set an arbitration date within twenty (20) days of selecting an arbiter. If the moving party fails to participate in setting an arbitration date within such time, the matter is dismissed.

The designated arbitrator shall set a time and place for the hearing, which is agreeable to both parties. Expenses for the arbitration shall bear upon the party or parties as determined by the arbiter. Each party, however, shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim recording of the proceedings, it may cause such a record to be made, provided it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy, both parties shall jointly share the cost of the transcript and all copies. The arbitrator shall have the authority to consider only a claim based upon a specific provision of this Agreement and shall have no authority to add to, modify, or detract from this Agreement. The decision of the arbitrator shall be final and binding upon the parties.

Time limits may be extended by written mutual agreement. In the event the parties grievance timeline issues for matters submitted to arbitration, the arbiter will be limited to hear the timeliness arguments first, including any closing summation by the parties. The arbiter will then rule from the bench on the timeliness issue.

ARTICLE 15 – SENIORITY LAYOFF

15.1 Definition

For the purpose of this Agreement, seniority will be defined as a full-time permanent employee's, as defined by City Personnel Policy 1.9.21 (2-16-96), length of continuous service as an employee with the City from their last date of hire less any adjustments due to leaves of absence without pay for more than sixty (60) days.

15.2 Break in Service

If an employee has a break in service due to layoffs and is recalled, the employee will suffer no break in service for seniority purposes, nor will an employee who is off on workers' compensation and returns to employment with the City.

15.3 Temporary Employees

Bargaining unit employees will not be laid off if the City is using temporary employees to do their work. Temporary employees will not be utilized to do the bargaining unit work of an employee on the layoff list.

15.4 Layoffs

A layoff is defined as separation from the City due to the elimination of a position due to budgetary or reorganization and is at the discretion of the City. Layoffs are by classification. An employee and the Union will be given written notice of a layoff at least thirty (30) calendar days before the effective day, stating the reasons for the layoff and options the employee has. The employee will have five (5) working days from the receipt of the layoff letter to notify the City of the employee's option.

Employee will have the following options:

- A. Accept the layoff.
- B. Request assignment to a vacant position within the City for which they possess the necessary qualifications.
- C. Displace the employee with the lowest seniority in the same classification in the City if the employee is qualified for that position.
- D. Displace the employee with the lowest seniority in the City in another classification in which the employee has prior service.

The qualification of an employee to bump will depend on that employee's current possession of required certifications and the knowledge, skill and ability to perform the job at an acceptable level of performance with thirty (30) days on-the-job orientation as determined by the Department Head and the City Manager. If the employee fails orientation, the employee will be laid off.

If an employee elects to not displace another employee or fill a vacant position as provided under this section, the City may pay the employee the value of the remaining working days within the thirty (30)-day notice and end employment.

Displaced employees will be allowed to select options (A) through (D) above.

15.5 Payment of Lower Classification

Employees who displace an employee in a lower pay scale will be paid the salary of the displaced employee.

15.6 Ties in Seniority

Ties in seniority will be broken by lot.

15.7 Recall

Employees who are laid off will be placed on a layoff list by classification from which the employee is laid off. Employees will be recalled to available vacancies from which they were laid off in seniority order beginning with the employee with the highest seniority. If the position is not filled in that manner, it will be offered in seniority order to other employees on layoff list provided the employee is qualified to perform those duties.

If an employee is offered a position from the layoff list, the employee will have the right of refusal.

An employee's name will remain on the layoff list for twenty-four (24) months.

15.8 Seniority

When the City makes personnel assignments for holiday work, promotions, shifts, or vacancies, seniority along with ability, qualifications will be the criteria considered. When management determines that ability and qualifications are equal to perform the job, seniority will be the determining factor in making the above assignments.

15.9 Qualifications and Seniority

Provided that the qualifications and abilities of affected employees are reasonably equal, and that the needs of the City can be adequately fulfilled, employees with seniority shall be given preference in filling new positions, promotions and filling vacancies, subject to applicable law (e.g. veteran's preference).

15.10 Posting

City shall post all bargaining unit vacancies for at least five (5) working days. Bargaining unit employees are eligible to apply for such vacancies, with the City giving first consideration to City employees prior to advertising the position to the general public.

ARTICLE 16 – STRIKES AND LOCKOUTS

There shall be no lockouts on the part of the Employer, nor suspension of work on the part of the employees.

ARTICLE 17 – GENERAL PROVISIONS

17.1 Probationary Period

- A. Upon hiring, employees shall serve an “initial probationary period” of six (6) months. Employees on initial probationary period do not have grievance rights for any disciplinary action imposed by the City including termination.

- B. Upon promotion, employees shall serve a “promotional probationary period” of three (3) months,* and the employee’s new anniversary date will be the date of promotion. Employees in “promotional probationary period” that have completed the “initial probationary period” of six (6) months will retain their grievance rights for any disciplinary action imposed by the City including termination. In the event the City determines an employee's performance on probation within their position they have been promoted into is deficient, the City may extend the “promotional probationary period” an additional three (3) months. If the City elects to extend the “promotional probationary period,” the City shall notify the Union prior to the extension of the probationary period, provide the employee with a written performance evaluation, identify deficiencies noted, and suggest corrective action. A promoted employee will receive the next higher wage in the new classification than their current wage up to top step.

*If an employee is promoted from being a new hire under their “initial probationary period,” their “initial probationary period” for the first position is continued and their “promotional probationary period” runs concurrent.

- 1. If an employee who has completed their “initial probationary period” is unable to do the duties of the new position to which they were promoted or wishes to be returned to the employee’s previous position within the “promotional probationary period,” they shall be able to do so without penalty of any kind.

17.2 Bulletin Boards

The City agrees to furnish and maintain a suitable bulletin board space to be used by the Union. The Union shall use such board to post notices and bulletins concerning routine Union matters.

17.3 Uniforms and Protective Clothing

The City will provide uniforms and protective equipment as directed by the Department Head. If steel-toed boots are required to be worn by an employee, the City will provide in the same manner as other protective clothing.

The City will follow all applicable tax laws for clothing provided to employees.

17.4 Visits by Union Representatives

The City agrees that accredited representatives of the Union, whether Local Union representatives, District Council, or International Union shall have reasonable access to the premises of the City to conduct Union business. Such visits shall not interfere with the normal operation of the department.

17.5 Health and Safety

Federal and state safety regulations shall be strictly observed by the City, the Union, and all employees. Employees shall use all protective equipment required, shall perform their work in a safe manner, and shall comply with all safety rules of the City. Violations of this paragraph shall be reported to the proper governmental agency and not processed as grievances. It is understood and agreed that employees who are disciplined for safety violations shall have the right to grieve the discipline.

If an employee has safety concerns regarding equipment or assigned tasks, the employee is encouraged to take such concerns to their supervisor. If the employee is not satisfied with the supervisor's response, the employee may also present the concern to the City's safety committee for evaluation and recommendation.

In addition to above, an employee also may report the issue anonymously to the Department Head or take the concern to the City Manager.

17.6 Personnel Records

- A. The City will maintain only one (1) official personnel file. Employees may inspect the contents of their personnel file, excluding confidential reports received from reference sources. A separate file shall be maintained by the City for grievances.
- B. Disciplinary notices and other documents critical of an employee's performance or conduct will not be placed in that employee's personnel file until after the employee has had an opportunity to review, initial and date such document(s). If an employee believes the information contained in a document to be placed in their personnel file is incorrect, the employee may submit a written, dated explanation within ten (10) days of receipt of document.
- C. The City shall remove from the employees' personnel files any written reprimands which are over thirty (30) months old, provided that the employee has received no additional discipline during that period.

17.7 Travel Expenses

- A. Travel requests, for any purpose, must be approved by the employee's supervisor and the City Manager in advance of the travel. Travel shall be by the least expensive

mode as feasible. For overnight travel, refer to City Policy. Travel while a passenger outside of regularly scheduled work hours is not compensable, consistent with applicable law.

B. Vehicle travel should be as follows:

1. If a City car is available, it should be used. A gas credit card is available from the Finance Department.
2. If a City car is not available, the employee may use his or her own car. Reimbursement will be equal to the Internal Revenue Service allowance for mileage.
3. Reimbursements for lodging and subsistence shall be paid only if the amounts are not included in the conference or meeting package.

C. Meals. Meals will be compensated consistent with City Policy or GSA per diem. Meals provided by the attended function are not reimbursable.

17.8 Personal Equipment

If required for their job duties, Public Works and Marina personnel will have rain gear and hat, gloves, coveralls, hard hat, hip boots and short boots supplied by the City. Replacement of these items is authorized, as needed, when they become unserviceable due to wear and tear. All City issued gear is to be used only while on a City job. The Department Head shall determine the brand of item to be supplied.

17.8.1 Public Facing Positions

The City shall supply personnel required to go onto private property or in public while performing City business with a minimum of three (3) shirts and two (2) sweatshirts with the City logo on it. Replacement of these items is authorized, as needed, when they become unserviceable due to wear and tear. The City shall determine which positions qualify as “public facing.”

The City will follow all applicable tax laws for clothing provided to employees.

17.9 Inclement Weather Policy

Employees are expected to report to work in any weather condition. However, if the City chooses to close all City departments and operations due to inclement weather, the employee shall receive full wages for the employee’s regular shift. If, due to power outages, severe weather conditions, or for any other weather-related reason, the employee is unable to get to

work, the employee will not be paid for the time missed. The employee may use accrued vacation time in such situation only if the employee calls their supervisor and reports that they are unable to get to work due to adverse weather conditions.

17.10 Right to Receive New Hire Information

The Employer shall provide the Union with an editable Excel spreadsheet containing the following information for each employee in the bargaining unit if in the City's records: a. The employee's name, unique identifier, and date of hire; b. Contact information including: cellular, home and work telephone numbers; personal and work electronic mail addresses; and home or personal mailing address; and employment information including the employee's job title, salary, work schedule/shift and worksite location.

17.11 Joint Labor Management Committee

To improve communications and further each party's commitment to solving problems and improve relations, the parties agree to create a joint labor/management committee.

The committee will consist of two (2) delegates appointed by the Union and two (2) delegates appointed by the City. The Committee members who serve shall be permitted to do so without loss of pay or leave credits, nor shall it be considered as overtime worked. The committee shall meet as mutually agreed, twice a year, and have no authority to alter the terms of the Agreement.

ARTICLE 18 – PART-TIME/TEMPORARY EMPLOYEES

Notwithstanding any other provisions of this Agreement, regular part-time employees who are members of the bargaining unit shall obtain the benefits described in this Article and may use them in the same manner as full-time employees.

Temporary employees, as defined in Article 1, Recognition, shall not be eligible for benefits except for PERS in accordance with rules adopted by PERS. Temporary employees who are promoted to a regular part or full-time position shall be credited time served towards the time required to utilize vacation.

Part-time employees:

- A. Probationary Period. A part-time employee shall work a probationary period of six (6) months.
- B. Calculation. The prorating of vacation, sick leave, bereavement leave and holidays is based on a percentage of budgeted FTE hours. (ie: point five (.5) FTE is fifty percent (50%), point seven-five (.75) FTE is seventy-five percent (75%) benefit provided)

- C. Life Insurance. A part-time employee shall be provided with a term life insurance policy of thirty thousand dollars (\$30,000).
- D. Health Insurance. Part-time employees budgeted at less than point seven-five (.75) FTE under the bargaining Agreement are subject to prorated benefits on FTE to the nearest hundredth, subject to carrier regulations.

ARTICLE 19 – FUNDING

The parties recognize that revenue needed to fund the compensation provided by the Agreement must be approved by established budget procedures and in certain circumstances by vote of the citizens.

In the event of the failure of the City budget to receive voter approval, the City and the Union agree to discuss the economic provisions of this Agreement. The purpose would be to consider reductions and procedures for effecting them. The City retains its rights to make final determinations on all levels of service, consistent with the provisions of this Agreement.

ARTICLE 20 – SAVINGS CLAUSE

Should any Article, section or portion thereof in this Agreement be in violation of rule or law or be held unlawful, invalid or unenforceable by any court of competent jurisdiction, by ruling of the Employment Relations Board, by statute or constitutional amendment, or by the inability of the Employer of the employees to perform to the terms of the Agreement, such decision of said court shall apply only to the specific Article, section or portion thereof, directly specified in said decision. Upon the issuance of such decision, the parties agree to negotiate immediately a substitute, if possible, for the invalidated Article, section or portion thereof under the provisions of ORS 243.702.

ARTICLE 21 – TERM OF AGREEMENT AND TERMINATION

This Agreement shall be effective July 1, 2024 through June 30, 2027.
This Agreement shall open for negotiations no later than March 1, 2027.

This agreement is signed on this ____ day of _____, 2024, by AFSCME Council 75, AFSCME Local 2746-5, and the City of Warrenton.

For the City

For the Union

Henry Balensifer III, Mayor
Date:

Jason Weyand, AFSCME
Date:

Esther Moberg, City Manager
Date:

Hallie Homolac, AFSCME 2746-5
Bargaining Unit Chair
Date:

Exhibit A - Positions/Salary Ranges

Job Classifications effective July 1, 2024:

Position	Range
General Clerk	13
Youth Services Aide	13
Library Assistant	13
Administrative Assistant	13
Fire Department Administrative Assistant	16
Cashier / Accounting Clerk	16
Permit Technician I	16 / 17
Public Works Office Assistant	16
Deputy City Recorder	17 / 18
Accounting Clerk	17
Park Maintainer	16
Marina Maintainer	17
Marina Office Assistant	17
Utility Worker I	18
Planning Technician	19 / 20
Refuse Worker I	18
Accounting Technician	19
Permit Technician II	18 / 19
Utility Worker II	20
Refuse Collector II	21
Planner I	19

Public Works Analyst	20
Water Treatment Facility Operator I	19 / 20
Wastewater Treatment Plant Operator I	19 / 20
Equipment Mechanic	21
Permit Technician III	22
Water Treatment Facility Operator I	23
Wastewater Treatment Plant Operator II	23
Water Quality Technician	22
GIS Technician II	22
Residential Building Inspector	22
A-Level Building Inspector	25
Engineering Technician	25
Project Coordinator	25

EXHIBIT B

Provided in separate PDF, to be added when CBA finalized as PDF