

"Making a difference through excellence of service"



CITY OF WARRENTON
AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
July 12, 2016 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, Or 97146

-
1. **CALL TO ORDER**
 2. **PLEDGE OF ALLEGIANCE**
 3. **ROLL CALL**
 4. **COMMISSIONER COMMENTS/COMMUNICATIONS/AGENDA ADDITIONS**
 5. **CONSENT CALENDAR**
 - A. Commission Regular Meeting Minutes – 6.28.16
 - B. Commission Special Meeting Minutes – 6.30.16
 - C. Commission Work Session Minutes – 6.14.16
 - D. Police Dept. Monthly Statistics Report - May

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.

6. **BUSINESS ITEMS**
 - A. Public Hearing – Consideration of a Code Amendment to Make Food and/or Beverage Trucks and Carts Permitted Uses in the I-1 General Industrial Zoning District.
 - B. Public Hearing – Amber Morgan Appeal of Planning Commission Decision to Leonard Mossman to Return a Commercially Used Structure Back to a Residence

- C. Public Hearing – Gronmark Rezone Application RZ 16-01
- D. Adopting OARs 333-061 – Oregon Health Authority Public Water Systems – First Reading of Ordinance No. 1206-A
- E. Consideration of Managing Oregon Efficiently (MORE) Intergovernmental Agreement Contract
- F. Consideration of Engaging Independent Counsel for Legal Review of 8th Street Dam Matters
- G. Consideration of Resolution No. 2467 – Intent to Appoint City Manager

7. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest not already on the Agenda may do so. The person addressing the Commission will, when recognized, give his or her name and address for the record. 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.

8. **ADJOURNMENT**

Warrenton City Hall is accessible to the disabled. If special accommodation is needed, please notify the City Recorder at 503-861-0823, at least 48 hours in advance of the meeting so appropriate assistance can be provided. TDD Users: Please call Oregon Telecommunications relay service at 1-800-735-2900.

MINUTES
Warrenton City Commission
Regular Meeting - June 28, 2016
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, Or 97146

Mayor Mark Kujala called the meeting to order at 6:00 p.m., then led the public in the Pledge of Allegiance.

Commissioners Present: Tom Dyer, Pam Ackley, Mayor Mark Kujala
Excused: Henry Balensifer, Rick Newton

Staff Present: City Manager Kurt Fritsch, City Attorney Harold Snow, City Recorder Linda Engbretson, Police Chief Mathew Workman, Public Works Director James Dunn, Fire Chief Tim Demers, Finance Director April Clark, Library Site Manager Nettie-Lee Calog, Community Development Director Skip Urling.

COMMISSIONER COMMENTS

Commissioner Ackley - requested to set a special meeting for on June 30 at 10:00 am, and there may be an executive session.

Commissioner Pam Ackley made the motion to hold a special meeting on Thursday June 30, 2016, at 10:00 am, which may or may not result in an executive session under the authority of litigation. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Commissioner Tom Dyer made the motion to remove item J, City Manager Evaluation from the Agenda. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Mayor Kujala made the motion to add a new Item J, Commission Approval to hire Akin Blitz from the firm of Bullard Law to work in cooperation with the city attorney on personnel and employment matters. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

CONSENT CALENDAR

- A. Commission Regular Meeting Minutes - 6.14.15
- B. Fire Dept. Activity Report - May 2016
- C. Warrenton Community Library Board Advisory Committee Minutes - 6.10.16
- D. Finance Dept. Monthly Finance Report - May 2016

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

Dyer - aye; Ackley - aye; Kujala - aye

BUSINESS

Mayor Mark Kujala opened the public hearing on the use of State Revenue Sharing Funds and consideration of Resolution No. 2466; declaring the City of Warrenton's election to receive state revenues in FY 2016-2017. City Manager Fritsch stated the total revenue sharing estimated to be received is \$ 422,966 from Highway User Taxes, Liquor Tax, Cigarette Tax, State Revenue Sharing Liquor, the General Fund share and State Tax Street. There being no comment, Mayor Kujala Closed the public hearing.

Commissioner Tom Dyer made the motion to adopt Resolution No. 2466; a Resolution Declaring the City of Warrenton's Election to Receive State Revenues for Fiscal Year 2015-2016. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Mayor Mark Kujala opened the public hearing on the City of Warrenton FY 2016-2017 budget. City Manager Kurt Fritsch noted the budget was moved forward by the budget committee, and he noted the budget does include additions in personnel in both the police and marina departments. There are recommended rate increases in sewer and water. The total spending authority this year is \$28,457,058 with reserves of \$3,853,681, which is a total budget of \$32,310,739. There being no public comment, Mayor Kujala closed the hearing.

Commissioner Pam Ackley made the motion to adopt the City of Warrenton FY 2016-2017 budget as approved by the Warrenton Budget Committee as set forth in Resolution No. 2459. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

MINUTES

Warrenton City Commission
Regular Meeting - 6-28-16
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City Manager Kurt Fritsch reviewed some larger items in the proposed 2017 - 2022 Capital Improvement Program, the Hammond waterline and core conveyance projects.

Mayor Mark Kujala made the motion to adopt the 2017-2022 Capital Improvement Program. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

City Recorder Linda Engbretson stated the City received a street vacation petition from Mr. Leonard Mossman to vacate a portion of NW Gardenia Avenue. The application has been deemed complete including the required consents and a resolution is included in the meeting packets to set a public hearing to fully consider the matter for July 26, 2016.

Commissioner Tom Dyer made the motion to adopt Resolution No. 2465, setting a public hearing date of July 26, 2016, for vacation petition #148, petitioner Leonard A. Mossman, for a portion of NW Gardenia Avenue. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Resolution No. 2463, updating Recycling Rates was first presented at the City Commission Regular Meeting of June 14, 2016.

Commissioner Tom Dyer made the motion to adopt Resolution No. 2463; Adopting and Setting New Rates for Recycling Services and Repealing all Resolutions in Conflict. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Resolution No. 2461, increasing water rates by 7% was first presented at the City Commission Regular Meeting of June 14, 2016.

Commissioner Tom Dyer made the motion to adopt Resolution No. 2461; Adopting Water Department Rates, Establishing July 1, 2016, as the effective date, repealing any other resolution in Conflict. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Resolution No. 2462, increasing sewer rates by 6% was first presented at the City Commission Regular Meeting of June 14, 2016.

Commissioner Pam Ackley made the motion to adopt resolution No. 2462; Updating City of

Warrenton Sewer Rates, Establishing July 1, 2016, as the effective date, repealing any other resolutions in Conflict. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

City Manager Kurt Fritsch explained the City's agreement with ODOT for collection of the City's \$.03 motor vehicle license tax expires in September. The City's ordinance establishing the tax sunsets in July of 2017, and will need to be renewed prior to that date. This IGA with ODOT amends the original IGA by extending the term of the agreement an additional five years and terminating September 30, 2021.

Commissioner Pam Ackley made the motion to adopt Amendment Number 2 to the IGA between the City and the State of Oregon for Motor Vehicle Fuel Dealer Tax Collection. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

A flyer outlining Fourth of July activities was included in the meeting packet. Parade Director Cindy Yingst was unable to attend, but City Manager Fritsch reviewed the event. Permission to use city streets and city resources (police, streets, PW staff, etc.) and a reduction of the full business license fee for a one-day vendor fee of \$5.00 was requested.

Commissioner Tom Dyer made the motion to approve the 2016 old fashioned 4th of July celebration as presented. Motion was seconded and passed unanimously.

Dyer - aye; Ackley - aye; Kujala - aye

Mayor noted the addition to the Agenda to consider engaging Akin Blitz with the firm of Bullard Law to work with the City Attorney, on an as needed basis, to assist with personnel and employment matters.

Commissioner Pam Ackley made the motion to accept working with Akin Blitz, firm of Bullard Law to work with the City Attorney, on an as needed basis, to assist with personnel and employment matters. Motion was seconded and passed unanimously.

PUBLIC COMMENT

Burt Little, VFW Post 10580, presented an update on the proposed VFW bronze monument for placement in front of the Post Office. He presented a replica of the proposed monument. He explained they are asking for donations, selling replicas, and bricks with military/veterans names engraved to meet the \$13,650 needed to apply for a federal grant. He explained they are working

MINUTES

Warrenton City Commission

Regular Meeting - 6-28-16

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with State Senator Betsy Johnson and US Senator Ron Wyden. He stated VFW 10580's website will provide more information regarding the monument and fund-raising efforts, www.vfwfortstevens10580.com.

There being no further business Mayor Kujala adjourned the regular meeting. 6:34 p.m.

APPROVED:

Mark Kujala, Mayor

ATTEST:

Linda Engbretson, CMC
City Manager Pro Tem/City Recorder

MINUTES

5 - B

Warrenton City Commission

Special Meeting - June 30, 2016
10:00 a.m.

Warrenton City Hall
225 S. Main
Warrenton, OR 97146

Mayor Mark Kujala called the special meeting of June 30, 2016, to order at 10:00 a.m., followed with the Pledge of Allegiance.

Commissioners Present: Tom Dyer, Henry Balensifer, Pam Ackley, Mayor Mark Kujala
Excused: Rick Newton

Staff Present: City Manager Kurt Fritsch, City Attorney Harold Snow, City Recorder Linda Engbretson, Finance Director April Clark

Mayor Kujala stated the Commission will take item 4A - Skipanon Water Control 8th Street Dam Closure - off the Agenda. He explained the Commission is not prepared to discuss the item; the City needs an independent legal and technical review.

Commissioner Pam Ackley made the motion to take item 4A off the Agenda and table to a later date. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye

Attorney Snow explained that staff and Attorney Akin Blitz are working to finalize a Separation Agreement and Release of Claims between the City and City Manager Kurt Fritsch. He said it was hoped the agreement would be ready by 10:00 a.m.; however, it is still being finalized. Mr. Snow suggested the Commission recess until 10:30 a.m.

Mayor Kujala reconvened the meeting at 10:30 a.m. It was necessary to delay again. Mayor Kujala recessed until 10:45 a.m. and then after announcing an additional fifteen minutes would be needed, he recessed until 11:00 a.m. After reconvening the meeting at 11:00 a.m., City Attorney Harold Snow announced the separation and release of claims document had been finalized. City Manager and Commissioners were provided a final copy. There were no questions.

Commissioner Pam Ackley made the motion to accept the Separation Agreement and Release of Claims and to authorize the Mayor's signature on the document. Motion was seconded and passed unanimously.

Dyer - aye; Balensifer - aye; Ackley - aye; Kujala - aye.

City Manager Fritsch and Commission members mutually thanked each other for accomplishments over Mr. Fritsch's employment during the last five years.

Mr. Snow advised that per the City Charter, a City Manager Pro tem shall be appointed for a period no longer than 4 months.

Commissioner Henry Balensifer made the motion to appoint Warrenton City Recorder Linda Engbretson as Manage Pro Tem. Motion was seconded and passed unanimously.

There being no further business, Mayor Kujala adjourned the June 30, 2016, special meeting at 11:07 a.m.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC
City Manager Pro Tem/City Recorder

MINUTES
Warrenton City Commission

5 - C

WORK SESSION
June 14, 2016

Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Mark Kujala called the Work Session to order at 5:16 p.m.

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

Warrenton Community Library Board Members Present: Judy Sivley, Rochelle Coulombe, Kelsey Balensifer

Staff: City Manager, City Attorney, City Recorder, Building Official Jim Byerly, Library Site Manager Nettie-Lee Calog

City Manager Fritsch requested the City's Building Official, Jim Byerly, report on his recent inspection of the library building; the former Town Hall building in Hammond. Mr. Byerly stated the structure itself is not degraded too much; however, he said the foundation has settled and has put a great amount of stress on the side walls, and they have bowed to the outside. He also said the roof is lower than it should be, along with some other minor issues. He said that all of the issues can be fixed, but he stated it will still be a building that is not suited for its current use as the Community Library. The foundation needs to be completely replaced. Mr. Byerly estimated the cost to fix the foundation alone is between \$80,000 and \$90,000. Due to wind issues, the stress on the side walls is of most concern. He explained the building is not in configuration to stand much longer without fixes. He also noted there is sub-standard electrical in the building. Discussion followed on the site, and Mr. Byerly stated there are three full lots at the site. Commissioner Dyer said it seems it would be better to build a new building than to fix the old building. Mr. Byerly agreed. Mr. Byerly stated it would be his suggestion to rebuild rather than repair. Mayor Kujala noted there is obviously nostalgia for that building, having been the Hammond Town Hall.

Discussion followed to consider where the best location for the library might be. Is it the current location, or should it be more centrally located, i.e., downtown. Discussion followed on design, and Mr. Byerly stated he could design it for the City if it is under 4,000 sq. feet.

City Manager Fritsch noted discussions with the library board on the future of the library. He noted they have had discussion on location and parking issues, and “what do we want to be when we grow up.” Discussion on modernizing. Much more than simply books. What should the library be in the future? It needs to be a much broader learning experience, expand to be more than just books. Library Board Member Rochelle Coulombe stated they had a brief discussion with Kathy Merritt, Friends of the Library Member, regarding placement of the library closer to the school, as the school is downsizing its library facility and the community library could be a supplement if accessible to students. It’s difficult for students to get out to the current location.

In response to concern regarding the current safety of the building, Mr. Byerly said it’s difficult to respond. He said, with a high wind storm, or heavy rain that supersaturates the soil and the footings keep sinking, “It could be this weekend, or it could be in a year.”

Commissioner Ackley asked if there is enough room to place/add a temporary building, i.e., a pod on the property. Library Site Manager Nettie - Lee Calog said she’s seen costs between \$15,000 - \$30,000. Commissioner Ackley said that is a suggestion; thinking about safety and to keep the library running until a more permanent decision is made. Mr. Byerly stated he doesn’t believe the structure will fall down. There is not an immediate need to close it. “Come this fall and storm season, you might look at it real close then.”

Mayor Kujala noted they all recognize something needs to be done regarding the future of the library; money is the biggest discussion that needs to take place. The current library levy ends June 30, 2018.

Library Board Member Kelsey Balensifer stated the board has had many conversations on the building issue. She said they understand the appeal of the building; however, the majority of the board members believe the building has outlived its useful life, and she said they would like to see it more centrally located. She said they want to be able to provide library services to the students, as the school downsizes its library. She said the Board would like to move forward and look into options that won’t be a money pit. Discussion then followed on whether the current property could be sold to raise money to help move the library. It’s zoned high density residential. City Manager Kurt Fritsch said the OHANA/KAST building might be an option. He also said there have been discussions with the Lower Columbia Soccer Association to move some ball fields from the Quincy Park out to the soccer complex. Perhaps that portion of the park could be used for a library site, it’s a piece of ground the City already owns and would be in close proximity to the school. Discussion followed on whether there is enough space in the OHANA/KAST building for a temporary space. Site Manager Nettie-Lee Calog stated there is some space in the building that could be used, it needs finishing. Discussion followed to look into temporarily relocating to the OHANA/KAST building. Staff will reach out to OHANA. Perhaps they will consider donating the use of the space temporarily.

Discussion followed on getting information on the website. Ms. Calog stated it’s a work in

process.

Additional discussion followed again on the future of the library. Change is difficult - but its exciting to look at the future. Mayor Kujala said he still sees the advantage of having the library downtown and the linkage to the school could be really beneficial, especially in light of the changes the school is making. Commissioner Ackley said perhaps there could be a satellite in Hammond. Brief discussion on whether forming a separate library district is beneficial.

Commissioner Ackley said the first thing is to get them out of the building. There are safety concerns.

Library Site Manager Calog suggested holding a meeting to gain community input. "It's a community library, what do they want."

Mayor Kujala said it was a good discussion, and we'll look into the OHANA/KAST building and continue talking about options.

Mayor Kujala adjourned the work session at 6:00 p.m.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC
City Manager Pro Tem/City Recorder

5-D



WARRENTON POLICE DEPARTMENT

MAY 2016 STATISTICS

JUNE 28, 2016



News & Events:

- Chief Workman and City Manager Fritsch met with Tiffany Brown from the County Emergency Management Department on June 3rd to get Emergency Operations Center EOC Position folders for the upcoming 2016 Cascadia Rising disaster exercise. We also discussed holding some small exercises in the near future and doing some more training on opening and running an EOC.
- On June 7th Chief Workman, Chief Demers, and City Manager Fritsch participated in the 2016 Cascadia Rising Exercise by opening the City Emergency Operations Center (EOC) at City Hall. After receiving information about the City being hit by a 9.0 earthquake and massive tsunami we discussed our response efforts, communication, resources, etc. It was determined that we need more, smaller exercises and some training in opening and operating an EOC as well as location and facility to do so.
- On June 9th Chief Workman attended the two WGS awards assemblies with other members of the Warrenton Kiwanis Club where we handed out around 75 BUGS and Super BUGS awards to students who raised their grades, had perfect grades, or assisted other students in raising their grades.
- On June 13th Chief Workman, Skip Urling, and Collin Stelzig attended a Cascadia Island Mapping workshop in Cannon Beach to help determine resources and critical facilities that will be affected or not affected by a XXL Tsunami.
- On June 17th Chief Workman met with the new manager of the Crisis Respite Center on Marlin Ave. Warren Zimmerman and took a tour. Chief Workman also met with all of the staff who are currently training on-site and was able to speak with them about the relationship with the WPD. The Center is hoping to open by mid-July to early August.

May Statistics (% changes are compared to 2016)							
Category	2016	2015	%Chg	2014	%Chg	2013	%Chg
Calls for Service	737	791	-7%	658	12%	557	32%
Incident Reports	160	149	7%	118	36%	100	60%
Arrests/Citations	113	99	14%	67	69%	17	565%
Traffic Events	249	250	0%	201	24%	181	38%
DUII Calls	7	1	600%	2	100%	0	#DIV/0!
Traffic Accidents	21	19	11%	74	-72%	74	-72%
Property Crimes	58	49	18%	155	-63%	100	-42%
Disturbances	76	79	-4%	153	-50%	106	-28%
Drug/Narcotics Calls	8	5	60%	5	60%	8	0%
Animal Complaints	29	21	38%	29	0%	24	21%
Officer O.T.	55.75	73.5	-24%	90	-38%	41.5	34%
Reserve Hours	65	116	-44%	90	-28%	123	-47%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Calls for Service	637	647	716	685	737				
Incident Reports	124	125	143	132	160				
Arrests/Citations	64	69	111	88	113				
Traffic Events	254	231	260	279	249				
DUII Calls	2	3	5	2	7				
Traffic Accidents	16	15	13	24	21				
Property Crimes	46	68	92	39	58				
Disturbances	66	58	73	62	76				
Drug/Narcotics Calls	8	4	6	3	8				
Animal Complaints	19	18	27	30	29				
Officer O.T.	148.25	236.75	107.5	45	55.75				
Reserve Hours	30	82	57	125	65				

Oct	Nov	Dec	2016 YTD	2016 Estimate	2015	2016 v 2015	2014	2016 v. 2014	2013	2016 v. 2013
			3422	8212.8	8239	0%	8317	-1%	7132	15%
			684	1641.6	1749	-6%	1515	8%	1364	20%
			445	1068	925	15%	994	7%	841	27%
			1273	3055.2	2353	30%	2220	38%	2075	47%
			19	45.6	15	204%	14	226%	33	38%
			89	213.6	291	-27%	408	-48%	498	-57%
			303	727.2	805	-10%	1374	-47%	1312	-45%
			335	804	781	3%	1359	-41%	1372	-41%
			29	69.6	42	66%	80	-13%	69	1%
			123	295.2	311	-5%	318	-7%	329	-10%
			593.25	1423.8	1249	14%	997.5	43%	999	43%
			359	861.6	901.75	-4%	804.75	7%	1016	-15%

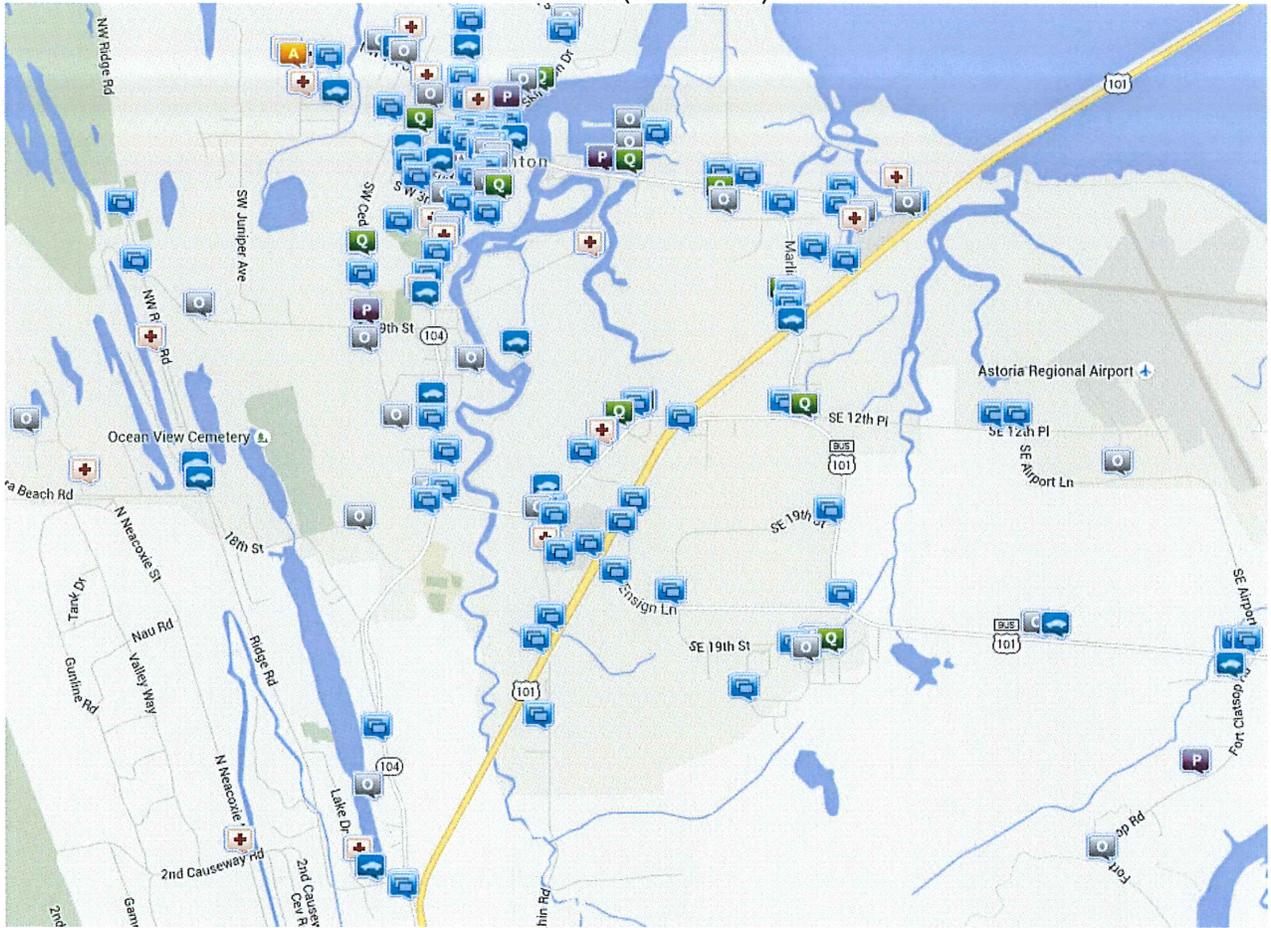
The following is a graphic representation of statistics for March 2016 using our CrimeReports.com membership.

Incident Layers

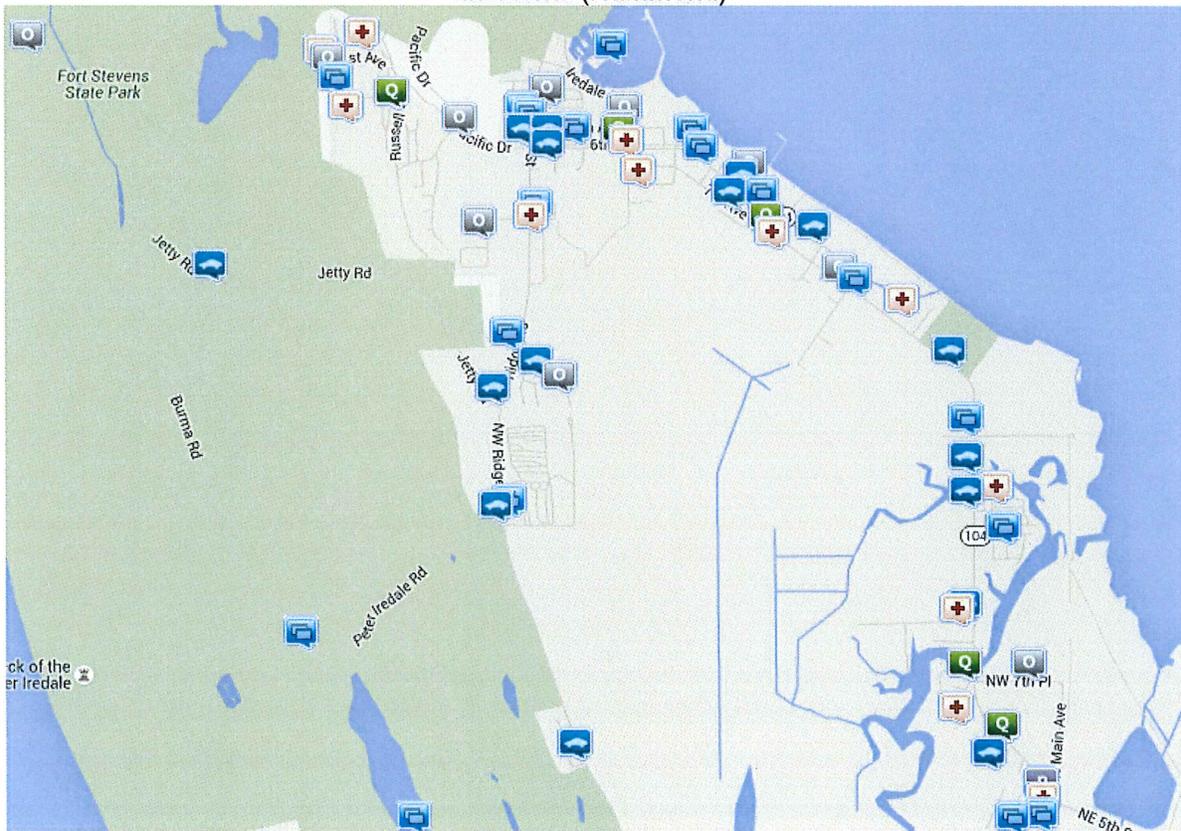
Choose incident types to view: SELECT ALL | DESELECT ALL

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

Incidents (Warrenton)



Incidents (Hammond)



6-A

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For Agenda of July 12, 2016
SUBJ: **PUBLIC HEARING:** Consideration of a Code Amendment to Make Food and/or Beverage Trucks and Carts Permitted Uses in the I-1 General Industrial Zoning District

SUMMARY

The Port of Astoria approached the city about locating a private food cart vendor at the airport in the I-1 General Industrial zoning district. Staff review of the development code found such uses were neither permitted outright nor by conditional use. As a remedy, staff suggested a code amendment to allow such uses for the convenience of the industrial employees clustered at and nearby the airport facilities, and for other existing or future industrial developments to provide quick and easy access for morning and mid-day meals.

The Planning Commission held a public hearing on a code amendment to allow food and drink trucks and carts in the General Industrial zone as permitted uses. After a lengthy and animated discussion, a motion to support the amendment failed for lack of a second. The reasons for the opposition boiled down to four:

- There was general concern that such food outlets would proliferate and over time the aesthetics would deteriorate

- Such mobile (if sometimes fixed) outlets were at an advantage since their overhead was much lower than more typical bricks and mortar outlets that pay rent, mortgages, and taxes, making for an uneven playing field.
- The employment opportunities provided by mobile food outlets was limited
- Several of the PC members simply didn't like the emerging concept of mobile food vendors.

WMC 16.208.060 requires the non-action of the Planning Commission to be presented to the City Commission and that the City Commission hold a public hearing to consider the amendment.

Staff continues to support the concept of food/beverage trucks or carts in the I-1 zone. These units are becoming more and more popular across the country and provide a benefit of convenience for employees in the general industrial zone who may be too remotely located to patronize traditional brick and mortar establishments. They also are especially popular with the millennial demographic which is a growing cohort of the population. Ordinance No. 1205-A would effect the code amendment.

RECOMMENDATION/SUGGESTED MOTION

Based on the findings and conclusions of the April 7, 2016 staff report to the Planning Commission and the Agenda Summary for the July 12, 2016 City Commission meeting, I move to set the first reading by title only of Ordinance No. 1205-A providing for food and drink trucks or carts to be permitted uses in the I-1 General Commercial zoning district.

ALTERNATIVE

None recommended

FISCAL IMPACT

None.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Engstrom", written over a horizontal line.

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

Ordinance No. 1205-A

Introduced by _____

An Ordinance Amending Warrenton Municipal Code (WMC) Section 16.60.020 to include Food and/or Beverage Trucks or Carts as permitted uses in the I-1 General Industrial Zoning District.

The City of Warrenton ordains:

Section 1. WMC Section 16.60.020 is hereby amended as follows:

16.60.020 Permitted Uses.

The following uses and activities and their accessory uses and activities are permitted in the I-1 zone if the Community Development Director determines that the uses conform to the standards of Section 16.60.040, applicable Development Code standards, and other City regulations:

- A. Production, processing, assembling, packaging or treatment of such products as food products, pharmaceutical, hardware and machine products.
- B. 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.
- C. Research and development laboratories.
- D. Printing facilities.
- E. Public utility facilities such as power stations, sewage and water treatment plants.
- F. Storage and distribution services and facilities (i.e., truck terminals, warehouses and storage buildings and yards, contractor's establishments, lumber yards and sales) or similar uses.
- G. Vehicle repair (welding, painting and service, and parts facilities).
- H. Airport support structures: hangars, weather stations, fuel terminals storage buildings, etc.
- I. Mini-warehouses or similar storage uses.
- J. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.
- K. Cabinet, carpenter, woodworking, sheet metal shops or similar establishments.

- L. Professional, financial or business offices.
- M. Public utilities, including structures, pipelines, cables, and utility crossings.
- N. Government buildings and uses.
- O. Passive restoration.
- P. Government buildings and uses.
- Q. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- R. Dredge material disposal (DMD) subject to Section 16.60.040 (site 20S), and Chapter 16.104.
- S. Community garden(s) (see definitions).
- T. Recreational marijuana production, recreational marijuana processing, or recreational marijuana wholesale activities, subject to Section 16.60.040.N.
- U. Food and/or beverage trucks or carts.
- V. Similar uses to those listed in this section.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this ordinance shall remain valid and in full force and effect.

Section 3. Effective Date. This ordinance shall be effective 30 days after the second reading.

ADOPTED by the City of Warrenton, Oregon, this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Approved:

Mark Kujala, Mayor

Attest:

Linda Engbretson, City Recorder

«Making a difference through excellence of service»



CITY OF WARRENTON

April 7, 2016

To: Warrenton Planning Commission
From: Skip Urling, Community Development Director
Re: Municipal Code Amendment to Permit Food Trucks in the General Industrial Zoning District
DCR 16-1

As authorized by Warrenton Municipal Code 16.208.070.D.a.iii, I have initiated an amendment to the list of permitted uses in the I-1 General Industrial zoning district to include food and/or beverage trucks and carts. Please see the attached draft ordinance.

Notice of the proposed amendment was sent to DLCD March 2nd, and notice of the public hearing was published in The Columbia Press on March 25th.

FINDINGS

A. Conformance with applicable state statutes.

ORS covers city planning and zoning. There appears to be guidance or direction with regard to food trucks in industrial areas.

B. Conformance with statewide planning goals.

Nineteen statewide planning goals define the content of local government planning in Oregon. Most of these have no applicability to the proposals.

Goal 1, the citizen involvement goal, establishes a requirement for public participation and input in the planning process. The City's existing procedures for notice and hearing comply with goal 1. The proposed amendment does not alter this procedure.

Goal 2 reads as follows:

To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Proposed text amendments are consistent with part 1 of goal 2, quoted above, because the amendments rely on the City's established policies and frameworks. These proposed findings are sufficient to provide an adequate factual basis for the City's decision on this proposal. Part 2 of goal 2, dealing with exceptions to statewide planning goals, is not applicable to this proposal, because an exception is neither proposed nor required.

Goal 3, Agricultural Lands, is not applicable to the proposal because it affects only rural lands, not urban lands.

Goal 4, Forest Lands, is not applicable to the proposal because it affects only rural lands, not urban lands.

Goal 5 addresses Natural Resources, Scenic and Historic Areas, and Open Spaces:

To protect natural resources and conserve scenic and historic areas and open spaces.

There is technically no development potential associated with the proposed amendment because it would allow motor vehicles or trailers only. There is no likelihood of impacts to natural resources, scenic and historic areas, or open spaces.

Goal 6 is to maintain and improve the quality of the air, water and land resources of the state.

The amendment package does not alter the City's planning and implementation approach to goal. Nothing in goal 6 affects the location or operation of food trucks or carts.

Goal 7, Areas Subject to Natural Disasters and Hazards, reads as follows: To protect people and property from natural hazards. One of the hazards covered under goal 7 are tsunamis. With the exception of the North Coast Business Park area, areas zoned general industrial are located in both the distant tsunami and local Cascadia earthquake and tsunami inundation zones. They are also located in the 100-year floodplains. That being said, the proposed amendment would permit portable food trucks to locate in the I-1 zone and does not alter the development potential. The proposed text amendment does not change the City's existing goal 7-related code provisions.

Goal 8 addresses recreational needs. The proposed text amendments do not expand or hinder opportunities for recreational facilities in the General Industrial zone.

Goal 9 is Economic Development:

To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Proposed amendments affect the General Industrial zone, one of the zoning districts where jobs are located. The proposed amendment would allow portable food service entities to locate their trucks or carts in this zoning district to serve existing and future industrial employees. Should the number of food trucks or carts proliferate, there would be an increase in economic activity within the city and likely a small increase in employment.

Goal 10, Housing, is to provide for the housing needs of citizens of the state. Goal 10 requires the

City to provide an adequate supply of buildable land for its 20-year projected housing needs. The proposed development code text amendment does not alter the supply of buildable residential land in Warrenton, nor does it change the way residential development is reviewed and permitted.

Goal 11 is Public Facilities and Services. It reads as follows:

To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for rural and urban development.

Goal 11 is primarily concerned with the provision of water and sewer services, though transportation facilities are also addressed here (but more comprehensively under goal 12). The proposed amendment does not address public facilities and services covered under goal 11; nor does it change the way goal 11 is implemented in Warrenton. Portable food trucks typically have self-contained water supplies and tanks for gray water, which are discharged into sewer system facilities, usually with a fee. The volumes are relatively small. Any kitchen facilities that might be used to prepare food would be in areas where the infrastructure already exists and would be sufficient in capacity.

Goal 12 is the Transportation goal. The city's Transportation System Plan (TSP) is the principal instrument for implementing goal 12 in Warrenton. Food trucks typically go to locations where people have already congregated thus making the traffic generation by these uses quite small, as compared to other industrial developments which generate in-bound and out-bound traffic. No changes to the TSP or improvements to existing roads or construction of new roads are necessary.

Goal 13 is the Energy goal. The proposed amendment does not change or hamper the City's goal 13 implementation measures, as the proposed permitted uses are not really considered development.

Goal 14 is Urbanization. It addresses urbanization, urban growth boundaries, unincorporated communities, and rural industrial areas. The proposed amendment deals with adding non-development activities in an existing urban area. The text amendment and subsequent appearance of food trucks in the various general industrial zone locations will not change the City's compliance with goal 14 topics.

Goal 15 concerns the Willamette River Greenway, and is not applicable in Warrenton.

Goal 16 addresses Estuarine Resources. The City's General Industrial zones do overlap areas covered by goal 16 but no development would occur or be necessary to accommodate food trucks or carts; they would use existing roads and serve existing development. Goal 16 is not applicable to the proposal.

Goal 17, Coastal Shorelands, reads as follows:

To conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water-dependent uses, economic resources and recreation and aesthetics. The management of these shoreland areas shall be compatible with the characteristics of the adjacent coastal waters; and to reduce the hazard to human life and property, and the adverse effects upon water quality and fish and wildlife habitat, resulting from the use and enjoyment of Oregon's coastal shorelands.

Proposed text development code amendments do not change the coastal shoreland boundary in Warrenton, nor do they allow non-compliant uses in coastal shorelands areas. Portable food trucks would locate on a regular, but temporary basis, in areas already developed. The proposed amendment will not affect any coastal shorelands.

Goal 18, Beaches and Dunes, reads as follows:

To conserve, protect, where appropriate develop, and where appropriate restore the resources and benefits of coastal beach and dune areas; and To reduce the hazard to human life and property from natural or man-induced actions associated with these areas.

Proposed text development code amendments do not change the extent of beach and dune areas in Warrenton, nor do they allow non-compliant uses in coastal beach or dune areas. General industrial zoning areas are in a designated beach or dune area.

Goal 19 is Ocean Resources. General Industrial zoning areas are not in the goal 19 planning area.

C. Conformance with the Comprehensive Plan

Section 3.330 Industrial lands, provides general policy guidance for industrial areas. It calls for supporting the establishment of a variety of well-designed industrial facilities to expand employment opportunities and the tax base. While there is no explicit guidance for complementary types of activities in industrial zones, it is staff's position that food trucks would enhance industrial uses and activities by increasing the convenience of the employees by delivering food to the workers, rather than forcing them to leave the area for meal breaks.

The comprehensive plan also includes economic goals 9.200(1) and (2) that call for retaining, strengthening and expanding the city's economic development activities, and promoting cooperative economic development partnerships. Allowing food trucks and carts in the industrial areas will complement the existing activities by increasing the convenience of food service to existing and future employees with limited meal time breaks. It would also promote partnerships between the Port of Astoria and the private sector.

There are also several policies that apply to the proposed code amendment of allowing food trucks in the general industrial zoned areas. It would support industrial development (2), expand the employment base in the I-1 zone (4), and encourage small business development (14).

D. Changed circumstances or further studies justifying the amendment

Mobile food service activities have bloomed over the last few years, including a peculiar genre in the form of television programming hosting competitions. In some cities, food carts/trucks/wagons move from location to location, in others, there are other areas where trucks or carts congregate and cater to pedestrians. The focus here is more on the mobile service. As a use activity, the cart would go to the customers, rather than the customers going to it. In this fashion, traffic would actually be reduced. The truck could be parked in the vicinity of the customer bases at night, when employee parking demand is low, thus avoiding the competition for parking places. And, as mentioned above, the convenience to industrial employees of food being delivered to areas separated from eating and drinking establishments would be significant.

CONCLUSIONS AND RECOMMENDATION

Food trucks can provide a valuable service in instances where diners have limited time for meal breaks and other food facilities are remote. Food trucks can actually result in a reduction of traffic because they would be one vehicle going to the customer base, rather multiple customers traveling to a restaurant site. Their use of utility services is also small. For these reasons and the findings above, staff believes adding food trucks to the list of uses permitted in the I-1 General Industrial zoning district would be advantages to the city, and recommends that the Planning Commission forward the attached draft ordinance to the City Commission for adoption.

Recommended Motion: Based on the findings and conclusions of the April 7, 2016 staff report, I move to forward a recommendation to the City Commission to adopt the attached ordinance amending WMC Section 16.60.020 to include Food and/or Beverage Trucks or Carts as permitted uses in the I-1 General Industrial Zoning District.

Attachment

Ordinance No.

An Ordinance Amending Warrenton Municipal Code (WMC) Section 16.60.020 to include Food and/or Beverage Trucks or Carts as permitted uses in the I-1 General Industrial Zoning District.

The City of Warrenton ordains:

Section 1. WMC Section 16.60.020 is hereby amended as follows:

16.60.020 Permitted Uses.*

The following uses and activities and their accessory uses and activities are permitted in the I-1 zone if the Community Development Director determines that the uses conform to the standards of Section 16.60.040, applicable Development Code standards, and other City regulations:

- A. Production, processing, assembling, packaging or treatment of such products as food products, pharmaceutical, hardware and machine products.
- B. 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.
- C. Research and development laboratories.
- D. Printing facilities.
- E. Public utility facilities such as power stations, sewage and water treatment plants.
- F. Storage and distribution services and facilities (i.e., truck terminals, warehouses and storage buildings and yards, contractor's establishments, lumber yards and sales) or similar uses.
- G. Vehicle repair (welding, painting and service, and parts facilities).
- H. Airport support structures: hangars, weather stations, fuel terminals storage buildings, etc.
- I. Mini-warehouses or similar storage uses.
- J. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.
- K. Cabinet, carpenter, woodworking, sheet metal shops or similar establishments.
- L. Professional, financial or business offices.

- M. Public utilities, including structures, pipelines, cables, and utility crossings.
- N. Government buildings and uses.
- O. Passive restoration.
- P. Government buildings and uses.
- Q. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- R. Dredge material disposal (DMD) subject to Section 16.60.040 (site 20S), and Chapter 16.104.
- S. Community garden(s) (see definitions).
- T. Recreational marijuana production, recreational marijuana processing, or recreational marijuana wholesale activities, subject to Section 16.60.040.N.
- U. Food and/or beverage trucks or carts.
- V. Similar uses to those listed in this section. (Ord. 1186-A § 5, 2014)

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is ruled invalid by a court of competent jurisdiction, the remaining portion of this ordinance shall remain valid and in full force and effect.

Section 3. Effective Date. This ordinance shall be effective 30 days after the second reading.

ADOPTED by the City of Warrenton, Oregon, this _____ day of _____, 2016.

First Reading: _____

Second Reading: _____

Approved:

Mark Kujala, Mayor

Attest:

Linda Engbretson, City Recorder

Skip Urling

From: Wingard, Patrick <patrick.wingard@state.or.us>
Sent: Monday, March 07, 2016 4:07 PM
To: Skip Urling
Cc: Howard, Gordon; Hogue, Thomas
Subject: I-1 zone, development code amendment proposal - restaurants (DLCD File No.: 001-16)

Hi Skip,

I appreciated having the opportunity to discuss this proposal with you on Friday. As I mentioned to you on the phone, DLCD has concerns regarding the proposed amendment. Based on our conversation, I understand that a food truck that is looking to locate at the airport is a key consideration in this proposal. We at DLCD certainly recognize the value of having appropriately-scaled restaurants and other eating/drinking establishments in industrial zones. For us, the key is to ensure that these commercial activities occur only as subsidiary uses to industrial uses. A good example of an acceptable commercial use in an industrial zone (allowable, in our opinion, under your current I-1 zone) would be a small tap room co-located with a large manufacturing/distribution facility. We oppose broad language, such as what the city is currently proposing, that would allow all types and sizes of restaurants (from fast-food to larger branded restaurants) to locate in industrial zones. In our opinion, commercial activities in industrial zones should complement, not displace, industrial opportunities at business/industrial parks, airports, etc.. You should also be aware that the current proposal likely triggers the need to undertake traffic impact analyses given its broad application throughout I-1 zones in the city.

I've arranged to meet with DLCD's Urban Specialist, Gordon Howard, and Economic Development Specialist, Tom Hogue, to further discuss the city's proposal. With guidance from our specialists, I will formulate an official letter of record for this land use proceeding that will advise the city on possible code language that could allow small (subsidiary) eating and drinking establishments in the I-1 zone (or, perhaps, even just specific to the airport) without opening the door for larger commercial activities in the industrial zone. I would very much like to provide you some options to consider in lieu of providing you with a simple, "no".

Please add this email to the official record for the proceedings.

If you have any questions or concerns, or would like to further discuss the proposal, please feel free to contact me anytime.

Best regards,

Patrick

Patrick Wingard, AICP | North Coast Regional Representative
Ocean/Coastal Services Division
Oregon Dept. of Land Conservation and Development
North Coast Regional Solutions Center
4301 Third Street, Room 206 | Tillamook, OR 97141
Cell: (503) 812-5448
patrick.wingard@state.or.us | www.oregon.gov/LCD



Oregon

Kate Brown, Governor

Department of Land Conservation and Development

635 Capitol Street NE, Suite 150

Salem, Oregon 97301-2540

Phone: (503) 373-0050

Fax: (503) 378-5518

www.oregon.gov/LCD



March 22, 2016

Skip Urling
Community Development Director
City of Warrenton
PO Box 250
Warrenton, OR 97146

Delivered via email: cityplanner@ci.warrenton.or.us

RE: I-1, General Industrial Zoning District amendment application - DLCD File No. 001-16

Dear Skip:

We appreciate having the opportunity to work with you on this proposal. In the application, the city proposes adding 'Eating and Drinking Establishments' to the list of permitted uses in the I-1, General Industrial, zone.

For the proposed legislative text amendment, Warrenton Development Code Section 16.208.060(F)(4) requires city decision-makers to consider applicable comprehensive plan policies or provisions. Here's an excerpt taken from the city's comprehensive plan:

Warrenton Comprehensive Plan Section 3.330 Industrial Lands

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

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

The Department is concerned about the integrity of the city's I-1 zone under this proposal. If allowed as principal uses throughout the city's network of general industrial zones, eating and drinking establishments have the potential to diminish light and heavy industrial activities, such as manufacturing, fabrication and processing, given incompatibilities between industrial operations and restaurants. To maximize opportunities for higher-wage job creation and increased local tax base and economy through development of industrial-zoned lands, in accordance with the plan provision cited above, the city should reconsider this proposal.

Would the city consider narrowing the proposal from 'eating and drinking establishments' to 'food truck or food/beverage cart'? In our judgement, commercial activities, such as restaurants, should only occur in the I-1 zone in very limited fashion, as subsidiary uses to industrial uses. A food truck (or comparable) in an industrial area that offers convenient lunch options for workers, supports and enhances the employment center while not directly competing with, or even displacing, higher and better industrial uses in the area. A restaurant, on the other hand, could directly compete with, and diminish, future industrial development in the area, especially those heavier industrial uses and activities that may be not considered 'good neighbors' to an eating or drinking establishment. Increasing buffers between incompatible uses is not considered to be a good option in the I-1 zone as it would result in taking more industrial-zoned land out of production.

In considering this proposal, the city should also be aware of potential Transportation Planning Rule (OAR 660, Division 12) implications. By introducing eating and drinking establishments within all I-1-zoned areas, the city may find that this amendment significantly affects an existing or planned transportation facility. As such, the city may need to implement appropriate transportation mitigation and improvement options as part of this proposal. If you have not done so already, I advise you to reach out to ODOT regarding this proposal to further investigate the Transportation Planning Rule and its potential ramifications in this case.

In closing, the city should also be mindful of the proposal's potential negative repercussions in regards to the Regionally Significant Industrial Area (RSIA) designation at Clatsop County's I-1 zoned North Coast Business Park (NCBP) in Warrenton. The allowance of eating and drinking establishments as principal uses within the RSIA runs counter to some of the economic development planning principals that underlie this important designation. I advise you to contact Clatsop County and Business Oregon in this regard.

We request that this letter be entered into the record of the proceedings. If you have questions or need clarification on anything contained in this letter, please do not hesitate to contact me at (503) 812-5448 or via email at patrick.wingard@state.or.us. Thank you very much for your time and consideration and for the opportunity to comment on this proposal.

Yours truly,

Patrick Wingard

Patrick Wingard
North Coast Regional Representative

Copy. Tom Hogue, DLCD Economic Development Specialist
Gordon Howard, DLCD Urban Planning Specialist
Bill Johnston, ODOT Area Planner
Dennie Houle, Business Oregon Business Development Officer
Heather Hansen, Clatsop County Community Development Director
Michael Summers, Clatsop County Engineer

6-B

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CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Skip Urling, Community Development Director 
DATE: For the Agenda of July 12, 2016
SUBJ: **PUBLIC HEARING:** Amber Morgan Appeal of Planning Commission Decision to Leonard Mossman to Return A Commercially Used Structure Back to a Residence

SUMMARY

Leonard and Janet Mossman own a structure at 325 S Main Avenue in the C-1 General Commercial zone that had historically been used as a residence. In 2013, they performed some remodeling in order to convert the residence to a commercial beauty salon which they rented to Amber Morgan. The Mossman's now wish to sell the property and have been told by their realtor that it would have a higher value as a residence than as a commercial property. Accordingly, the Mossman's submitted an application to the Planning Commission per Warrenton Municipal Code 16.276.010.E to have the property status returned to residential. The Planning Commission approved the request. It is important to note that the Planning Commission action does not require the Mossman's to convert the property back to a residential use, but merely provides them the right to do so at their discretion and timing.

WMC 16.40.020.B.20 states "Single-family residences existing prior to April 2, 1997 may be repaired, remodeled, expanded, or replaced if damaged.", which is slightly different from the language regarding non-conforming uses in WMC 16.276.010.B. Expansion or Extension, C.

Alteration, and F. Damage. See attached code excerpts. Staff interpreted the “repaired, remodeled, expanded or replaced if damaged” of 16.40.020.B.20 as a lesser right than a use permitted outright because of the construction activities associated with the use. We also reviewed the code definition of “Discontinued”:

With regard to residential structures in the general commercial (C-1) zoning district, a discontinued building is one that can be classified as a dangerous building and/or can no longer be used for habitation purposes, as determined by the building official. For general regulatory purposes, “discontinue” means to interrupt the continuance of; to put an end to; to cause to cease; to cease using, to stop; to leave off. See Sections 16.44.020 and 16.48.020. See also Chapter 16.276, Nonconforming Uses and Development.

The residential use was discontinued when the conversion to a commercial use began. Because the Mossman’s request was to re-convert the property from a commercial use back to a residential use, a use not permitted outright in the general commercial zone, the second half of the definition applies; hence, the need for Planning Commission action.

Amber Morgan has appealed the Planning Commission decision. Please see her appeal letter, attached. While the letter of appeal does not include any specific evidence that the planning commission erred and the decision should be reversed, it indicates that Ms. Morgan has evidence and supporting materials of the importance of her business to the downtown area that she wishes to present at the appeal hearing.

RECOMMENDATION/SUGGESTED MOTION

I move to uphold the Planning Commission’s decision to allow the Mossman property at 325 S Main Avenue to be reconverted from a commercial use back to a residential use.

Warrenton City Commission
Morgan Appeal
For Agenda of July 12, 2016
Page 3

ALTERNATIVE

None recommended

FISCAL IMPACT

None.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Engleton", written over a horizontal line.

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

Amber Morgan
Owner Allure Salon
325 S. Main Ave.
Warrenton OR 97146

Warrenton Planning Commission
City of Warrenton
225 S. Main Ave.
Warrenton OR 97146

Dear City of Warrenton Planning Commission:

I would like to appeal the decision of the City of Warrenton's Planning Commission made on May 12, 2016 regarding the commercially zoned property at 325 S. Main Avenue which is the structure I currently operate my business, Allure Salon.

The city never sent any form of notification that the business was in jeopardy given the intent of rezoning, negating my ability to present my claim. The only way I knew this was occurring was due to adjacent property owners at Napa auto-parts coming into my business and asking if I was closing my business. Had they not done so I would not have been aware of the intent to zone change. I would like to be given the opportunity to submit supporting evidence of the importance of my business and the downtown commercial district. I have such evidence of impact and would like the opportunity to present set evidence to the planning commission.

I would also like to discuss the ramifications of such a zone change in the urban renewal zone. This return to residential zone change is precedent setting, and I would like the opportunity to discuss such a move. I intend to have representation at this next hearing as well.

I will be submitting letters from adjacent property owners, and from my clients as well, and other businesses located within this district testifying to the detriment of such a zone change.

Please contact me as soon as possible regarding this appeal. My mailing address is the business address.

Due to the decision of the planning commission, the property owners have immediately began the eviction process, so time is of the essence. I am requesting the opportunity to present factual evidence to support why it is beneficial to the city to keep the address within this commercially zoned area.

Sincerely,
Amber Morgan



RECEIVED
MAY 31 2016
BY: _____
CITY OF WARRENTON

Warrenton Municipal Code[Up](#)[Previous](#)[Next](#)[Main](#)[Search](#)[Print](#)[No Frames](#)[Title 16 DEVELOPMENT CODE](#)[Division 5 EXCEPTIONS TO CODE STANDARDS](#)[Chapter 16.276 NONCONFORMING USES AND DEVELOPMENT](#)**16.276.010 Nonconforming Uses or Structures.**

A nonconforming use or structure was a lawful existing structure or use at the time this Code became effective, but which does not conform to some or all of the requirements of this Code.

- A. **Continuation.** A nonconforming use or structure may be continued.
- B. **Expansion or Extension.** In case of practical difficulty and unnecessary hardship, the Planning Commission may grant a variance for the enlargement or expansion of a nonconforming use up to 25% in floor or 10% in land area as was existing on the effective date of the ordinance codified in this chapter. For nonconforming industrial uses or structures, the Planning Commission may grant a variance for enlargement or expansion up to a size approved by the Planning Commission. The extension of a nonconforming use to a portion of a structure which was arranged or designed for the nonconforming use at the time of passage of the ordinance codified in this chapter is not an enlargement or expansion of a nonconforming use.
- C. **Alteration.** A nonconforming structure that conforms with respect to use may be altered or extended if the alteration or extension does not cause the structure to deviate further from the standards of this Code.
- D. **Discontinuance.** If a nonconforming use is discontinued for a period of 12 months, further use of the property shall conform to this Code.
- E. **Replacement.** If a nonconforming use involving a structure is replaced by another use, the new use shall conform to this Code unless the Planning Commission determines that such structure is suitable only for another nonconforming use no more detrimental to surrounding properties than the one to be replaced.
- F. **Damage.** If a nonconforming structure, or a structure containing a nonconforming use, is damaged by any cause, it may continue if damage is limited to no more than 75% of its fair market value (as indicated by the County Assessor's records), and if a building permit for repair is issued within one year of the damage event. If these conditions are not met, any subsequent structure or use of the site shall conform to this Code.
- G. **Time Limitation.** Nothing contained in this Code shall require any change in the plans, construction, alteration or designated use of a structure for which a permit had been issued by the City and construction had commenced prior to the adoption of this Code, provided the structure, if nonconforming or intended for a nonconforming use, is completed and is in use within two years from the time the permit is issued.

View the [mobile version](#).

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CITY OF WARRENTON

May 6, 2016

To: Warrenton Planning Commission
From: Skip Urling, Community Development Director
Re: Mossman request to return to residential use

Leonard and Janet Mossman own a house at 325 S Main Avenue, Tax Lot 81021DB01300. The subject property is zoned C-1 General Commercial. Prior to 2013 when they converted the structure from a residential use to a commercial use, the residence was considered a legal non-conforming use. Upon conversion, the structure and use became conforming. See WMC 16.40.020.B, attached.

The Mossman's now desire to return the structure to a residential use, but such uses are not permitted in the C-1 zoning district. Warrenton Municipal Code 16.276.010. Non-Conforming Uses or Structures, subparagraph E., Replacement, states:

E. Replacement. If a nonconforming use involving a structure is replaced by another use, the new use shall conform to this Code unless the Planning Commission determines that such structure is suitable only for another nonconforming use no more detrimental to surrounding properties than the one to be replaced.

Staff concurs with the Mossman's that the majority of structures to the west are used as residences, although there is a surveyor office in a converted house mid-block on the west side of SW Main Ct. However, the structures on the east of S Main Avenue between SE 3rd and SE 4th Streets are commercial structures.

The only criterion is stated above. Staff does not have a recommendation.

April 19, 2016

City of Warrenton
Planning Commission
225 South Main Ave.
Warrenton, OR 97146

Ref: Application for zoning change

In 2001 my wife and I purchased the residence at 325 South Main Avenue in Warrenton from the family who owned the home for 50 years or more and our family lived in the home for 12 years. This is a vintage home, built in 1917 and used as a family residence since that time. The home sits in an area that I would describe as the "fringe" of the commercial area of downtown Warrenton. All but one of the structures to the south of us are family homes and all of the structures to the west are residential as well with the exception of the City Park and it's structures. In 2013 we moved from this home on South Main after purchasing another home outside of the downtown core. At that time, we converted the South Main home to commercial to allow a family member to use it for her business. We now wish to sell the home to our daughter so she can live in the home she spent much of her youth in. We are asking that the zoning be changed back to allow use of the home as a single family dwelling as it had been from 1917 until just a few years ago.

The legal description of the property is as follows:
Township 8 North, Range 10 West, Section 21, Tax lot 1300

My wife and I are the current legal owners of the residence.

Respectfully,



Leonard A. Mossman
683 NW 9th Street
Warrenton, OR 97146
503-791-5379

RECEIVED
APR 19 2016
BY: 
CITY OF WARRENTON

*City of Warrenton
Regular meeting*

May 12, 2016

Miscellaneous Land Use Request

Agree

Name

Mailing Address

1. LEN MOSSMAN

2. JANET MOSSMAN

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

10. _____

11. _____

12. _____

13. _____

15. _____

City of Warrenton
Regular meeting

May 12, 2016

Miscellaneous Land Use Request

Oppose

Name

Mailing Address

1. Amber Margen
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____

MBC Landuse Request

EXHIBIT 1

NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.



THIS LEASE, entered into on July 1, 2013 between Leonard A + Janet R. Mossman, 683 NW 9th St.

Warrenton, OR 97146, hereinafter called lessor,

and Amber N. Mossman & Allure Salon and Spa,

325 S. Main Ave, Warrenton, OR 97146, hereinafter called lessee.

In consideration of the promises herein, lessor leases to lessee those certain premises, situated in the City of Warrenton, Oregon, Clatsop County, State of Oregon, described as follows:

325 S. Main Ave,
Warrenton, OR 97146

The lease term begins at 00:01 o'clock M. on July 1, 2013

and ends at midnight on _____

1. Base Rent. 1.a. Lessee shall pay to lessor, at lessor's address as set forth herein, a base rent of \$ 8,400.00 for the first year of the term each year of the term (indicate which), to be paid in the monthly amount of \$ 700.00 on or before the 1st day of each month, commencing July 1, 2013.

1.b. _____ (Each party initial if applicable.) The base rent shall be adjusted annually on the one year anniversary date of the commencement of this lease by the percentage increase, if any, in the Consumer Price Index for the last full month prior to the date on which rental adjustment is being computed, compared to the last full month prior to the same date during the previous year. The term "Consumer Price Index" shall, for the purposes of this lease, be the "Consumer Price Index for All Urban Consumers, Table 1" specified for "All Items" (U. S. City Average, 1982-84 = 100), and issued by the United States Department of Labor, Bureau of Labor Statistics.

1.c. Am Am (Each party initial if applicable.) If the base rent set forth in paragraph 1.a. is for the first year of the term, then with each succeeding year lessee shall pay to lessor base rents to be paid at the following times and in the following amounts:

Rent shall stay the same and will be re-negotiated 60 days prior to the expiration date of the lease.

1.d. _____ (Each party initial if 1.d. and 1.e. apply) As an additional rent its rent (indicate which), lessee shall each month pay to lessor _____ percent (____%) of lessee's prior month's gross sales, as defined in paragraph 1.e. In no case shall lessee pay less than the base rent stated in paragraph 1.a. above.

1.e. Statement of Gross Sales. On or before the tenth (10th) day of each month, lessee shall deliver to lessor a complete and correct statement showing in reasonable detail all gross sales for the immediately preceding calendar month, which statement shall be signed by an officer or authorized agent of lessee certifying it to be true and accurate. The term "gross sales" shall include all money and things of value received by, or paid to, lessee or to others for lessee's use and benefit, and all credit extended by lessee in connection with the business conducted by it on the premises, and less the amount of any actual refunds or credits made by lessee on returnable merchandise. Lessor may accept the statement without admission as to its accuracy, and may, upon reasonable notice, inspect and audit all of lessee's books and records relating to gross sales. Lessor shall bear all inspection and audit expenses, but lessee shall reimburse lessor for all such reasonable costs incurred in the event such audit reveals an understatement of gross sales by more than ten percent (10%). Audits may be conducted by any professional or agent selected by lessor, but lessee may require

that individual to sign a reasonable confidentiality agreement. Within fifteen (15) days after lessee's income tax returns are filed, lessee shall furnish lessor with a signed statement certifying the amount of gross sales reported in lessee's income tax returns attributable to the premises. When lessee's certified statement of gross sales indicates that lessee has underreported its monthly statements of gross sales, lessee shall promptly pay to lessor the full amount of rent due to lessor pursuant to paragraph 1.d.

2. Lessee's Proportionate Share. Lessee's premises are are not (indicate which) part of a larger building or property ("the building"). At the commencement of this lease, lessee's premises consist of 100 percent (100 %) of the total area of the building, calculated by dividing lessee's premises by the total area of the building. All area measurements of lessee's premises and of the building are determined by lessor. Any reference to "lessee's proportionate share" in this lease refers to this proportion.

3. Taxes, Insurance, Maintenance and Utilities Expenses. At the beginning of each calendar year, lessor shall provide lessee with its calculation of lessee's monthly liability for lessee's real property taxes, insurance, maintenance and utilities expenses for the coming year.

N/A 3.a. Each month lessee shall pay, in addition to the base rent, one-twelfth (1/12) of its proportionate share of the annual real property taxes, including any applicable improvement district assessments, and lessor's insurance (as set forth in paragraph 9) for the premises, or for the building of which the premises are a part.

N/A 3.b. In addition, each month lessee shall pay one-twelfth (1/12) of its proportionate share of lessor's annual expense for cleaning and maintaining the premises or the building (including interior and exterior common areas and landscaping) of which the premises are a part. Lessor reserves the right to charge an administrative fee equal to ten percent (10%) of the total costs paid or incurred by lessor under this section.

3.c. Lessee shall pay for all utilities services to lessee's premises, including but not limited to heat, light, water, power, garbage and other services or utilities used in the premises during the term of this lease. In addition, each month lessee shall pay one-twelfth (1/12) of lessee's proportionate share of lessor's utilities costs for utilities services to common areas of the building, including but not limited to weekly or more frequent garbage service and services to parking or outdoor areas maintained by lessor for the benefit of lessee, other tenants of the building or visitors to the building.

4. Lessee's Acceptance of Lease. Lessee accepts this lease and agrees to pay to lessor the rental payments set forth herein for the full term of this lease, in advance, at the times and in the manner stated in this lease.

5. Late Charge. If lessee does not make any payment of rent or additional charges within Five (5) days after its due date, lessee shall pay to lessor a late charge equal to ten percent (10%) of the total amount overdue. All unpaid rent or additional charges shall bear interest at the rate of eighteen percent (18%) per annum from the date such charges became due until paid. \$40 if within 10 days - \$70 if after.

6. Insufficient Funds. Lessor reserves the right to charge lessee a reasonable amount, but not less than its actual cost, if any payment by lessee is returned to lessor by lessee's bank because of insufficient funds. Lessor may from time to time establish a flat charge for insufficient funds. Lessor may further, if lessee attempts to pay with insufficient funds more than once during the term of this lease and any extensions thereof, require payment of all rents and charges in cash or in cash equivalents.

7. Security Deposit; Last Month's Rent. 7.a. Lessor acknowledges receipt from lessee of the first month's rent and of the additional amount of \$ N/A as a security deposit. Lessor may apply the security deposit to pay the costs of performing any obligation which lessee may fail to perform during the term of the lease, or to make any repairs, except for repairs due to ordinary wear and tear, that may be required after termination of this lease. If lessor is required to use any portion of this security deposit during the term of this lease, lessee shall on demand pay the sum necessary to replenish the deposit to its original amount; and if lessee fails to replenish the deposit, lessee shall be in default of this lease. The security deposit shall shall not (indicate which) be refundable. If refundable, lessor shall give written account to lessee within sixty (60) days after termination of this lease for all expenses paid from the security deposit, and lessor shall refund the balance of the deposit which has not been applied to lessee's performance under the lease at the time of the written account.

7.b. N/A (Each party initial if applicable) Lessor further acknowledges receipt of the additional amount of \$ N/A, as last month's rent; this payment shall be applied to the last month's rent for this lease term or for the last month of any additional term under paragraph 25, if applicable. However, lessee acknowledges that this amount is an estimate only, that lessee may be liable for further rent under the provisions of this lease, and that this last month's rent does not include any of the additional charges that may apply under the provisions of this lease.

8. Use of Premises. 8.a. Lessee shall use the premises during the term of this lease for the conduct of the following business:
Allure Salon & Spa Only

_____, and for no other purpose without lessor's prior written consent. Lessee shall not sell or permit to be sold any product, substance or service upon or about the premises, excepting such as lessee may be licensed by law to sell and as may be expressly permitted herein. Lessee shall not make any unlawful, improper or offensive use of the premises, and shall not create or allow any objectionable noise, vibrations or odor to be emitted from the premises.

8.b. Lessee shall conduct its business at and occupy the premises regularly, and shall not abandon or vacate the premises for more than seven (7) days without lessor's prior written consent.

8.c. Lessee shall at all times and at its own expense comply with all applicable laws, ordinances, rules and regulations of any public authority. These include, without limitation, all laws, regulations and ordinances pertaining to air and water quality, hazardous materials as defined herein, waste disposal, air emissions and other environmental matters. The term "hazardous materials" means any hazardous or toxic substance, material or waste, including but not limited to those substances, materials and waste listed in the U.S. Department of Transportation Hazardous Materials Table or by the U.S. Environmental Protection Agency as hazardous substances and amendments thereto, petroleum products, or such other substances, materials and waste that are or become regulated under applicable local, state or federal law.

8.d. If lessee's business requires the use of any hazardous materials upon the premises for any reason or by anyone, lessee shall obtain the prior written consent of lessor. Lessor agrees not to withhold consent so long as lessee demonstrates to lessor's reasonable satisfaction that such hazardous materials are necessary or useful to lessee's business and will be used, maintained and stored in a manner that complies at all times with all laws regulating any such hazardous materials to be brought upon, used or kept on or about the premises.

8.e. Lessee shall not conduct any activities, nor permit the premises to fall into a state of disrepair or disorder, that will increase hazards on the premises or cause an increase in lessor's insurance rates for any portion of the premises, or that prevent lessor from taking advantage of any rulings of any agency of the state in which the premises are situated, or which would allow lessor to obtain reduced premiums for long term fire insurance policies. Nor shall lessee conduct any activities that will in any manner degrade or damage the premises or their reputation. Lessee shall not store gasoline or other highly combustible materials on the premises at any time, except as may be permitted under paragraph 8.d.

8.f. Lessee shall not overload the floors of the premises in such a way as to cause any undue or serious stress or strain upon any part of the building in which the premises are located. Lessor shall have the right at any time to hire any competent engineer or architect whom lessor may choose to determine whether or not any of the floors of the premises are being overloaded; and the decision of such engineer or architect shall be final and binding upon lessee; and if the engineer or architect does determine that any overloading of any of the floors of the building is caused by lessee, then lessee, at its sole expense, shall immediately relieve the overloading, either by reinforcing the building or by removing the overload, in a manner satisfactory to lessor.

9. Lessor's Insurance. At all times during the term of this lease, lessor shall maintain in full force a policy or policies of fire insurance with standard extended coverage endorsements covering the premises or the building and other improvements (exclusive of lessee's fixtures, tenant improvements or other property of lessee). Lessor shall also maintain in full force a comprehensive liability insurance policy insuring lessor against liability for bodily injury and property damage occurring in, on or about the premises or the building. Lessor shall use its reasonable efforts to secure this policy or these policies at competitive rates.

10. Lessee's Insurance. At all times during the term of this lease, lessee shall, at lessee's sole expense, maintain in full force a liability insurance policy insuring lessee in the minimum amount of \$ 500,000.00 per occurrence, and in the minimum amount of \$ 1,000,000.00 in the aggregate, against any and all liability of lessee with respect to the premises and under this lease, or arising out of the maintenance, use or occupancy of the premises by lessee, for damage to persons or property in, upon or about the premises. Lessee shall, at its own expense, insure all of lessee's property upon the premises, of whatsoever nature, against loss of any sort; and lessee shall provide an insurance policy or policies to fully cover repair and replacement of broken windows in the premises. Lessee shall cause lessor to be named as an "additional insured" on any liability or property loss insurance policy purchased under this paragraph; each such policy shall provide that the policy may not be cancelled or modified without at least ten (10) days' prior written notice to lessor. Each such policy shall be primary and noncontributing with other insurance available to or provided by lessor. Lessee shall provide lessor with the declaration sheet or sheets for any insurance policy or policies at time of commencement of such policy or policies and upon renewal of such policy or policies with each term of insurance. If at any time lessor requests lessee to provide lessor with a copy of any insurance policy, lessee shall promptly provide that copy.

11. Indemnity; Waiver of Subrogation. 11.a. Lessee shall indemnify and hold lessor harmless from any and all liability, damage, expense, attorney fees, causes of action, suits, claims or judgments that arise out of or are in any way connected with lessee's use, occupancy, management or control of the premises, any failure by lessee to comply with the terms of this lease, and the acts or omissions of lessee, its agents, officers, directors, employees or invitees. Lessee shall, at its own expense, defend any and all such suits or claims which may be brought against lessor either alone or in conjunction with others upon any such cause of action or claim, including but not limited to the negotiation and settlement of such causes of action or claims before suit is filed, and shall satisfy, pay and discharge any and all judgments that may be obtained by any claimant against lessor in any such claim or action where lessor may be a defendant. However, lessee shall not be liable to the extent that any such claim, loss or liability is caused in whole or in part by lessor's negligence or failure to effect any repair or maintenance required by this lease.

11.b. Neither lessor, its agents, nor lessee shall be liable to each other or to each other's insurance companies for any loss or damage in relation to the premises, including interruption of business, that would ordinarily be covered by a standard insurance policy for fire and theft with extended coverage, or for losses under workers compensation laws or employer liability laws, even if such loss or damage occurs as a result of the negligence of one party; provided, however, that this waiver shall not apply if it prevents either party from obtaining or maintaining insurance coverage.

12. ADA Compliance. Each party acknowledges that the provisions of the Americans with Disabilities Act (hereinafter "ADA") permit the parties to this lease to allocate responsibility for compliance with the terms and conditions of the ADA. Lessee shall be required to comply with the applicable provisions of the ADA as to all improvements lessee makes to the premises. However, lessor represents that any improvements designed and installed by lessor or its contractors or employees will conform to the requirements of the ADA Compliance Guidelines in effect at the time of issuance of any building permit for such work. Lessor shall be responsible for compliance with the ADA with respect to the exterior of the premises and all common areas, including but not limited to parking areas, sidewalks and walkways. Neither party shall be obligated to supervise, monitor or otherwise review the compliance activities of the other. Lessee acknowledges lessor's expense in complying with the ADA may be subject to reimbursement as an expense of lessor for maintaining common areas of the premises; however, ADA expense for capital improvements shall be amortized over the life of such improvements for purposes of reimbursement for lessor's expenses.

13. Light and Air. This lease does not grant or create any rights of access to light, air or views over the premises or any other property.

14. Structural Repairs and Improvements by Lessor. Lessor shall make all structural repairs and shall perform any maintenance or repairs required by structural defects. Lessor shall maintain the exterior walls, roof, gutters, downspouts and the foundation of the building. However, lessor shall not be responsible for repair or maintenance of lessee's storefront, windows, doors or the operation of lessee's windows and doors. Lessor shall make interior repairs only when such repairs or maintenance are necessitated by lessor's need to keep the structure in repair as required herein. Lessor reserves the right to alter, repair or improve the building,

or to add to the building, and for that purpose at any time may erect scaffolding and any other necessary structures about or upon the premises; and for that purpose lessor and lessor's representatives, contractors and workers may enter in or about the premises with such materials as lessor may deem necessary to effect that purpose, and lessee hereby waives any claim against lessor for damages, including loss of business resulting from such alterations, repairs or improvements.

15. Repairs and Improvements by Lessee. By taking possession of the premises, lessee accepts the premises as being in the condition in which lessor is obligated to deliver them and otherwise in good order, condition and repair. Lessor has made no representations to lessee with respect to the condition of the premises, except as set forth in this lease. During the term of this lease, at its own expense lessee shall repair and maintain the premises, except as set forth in this lease, including but not limited to the storefront, all interior and exterior doors and windows, interior walls, heating, ventilating and cooling systems, interior wiring, plumbing and drain pipes to sewers or septic tank; and lessee shall at its own expense obtain all required permits for such repairs or maintenance. Lessee specifically agrees to replace all glass that may be broken or damaged during the term of this lease with glass of as good or better quality as that now in use.

16. Fixtures. Lessee shall make no alterations, additions or improvements to or upon the premises, including exterior color, without the prior written consent of lessor; lessor retains the right to approve plans for any and all such alterations, additions or improvements; and at the end of this lease lessor retains the right to require lessee to remove at lessee's own expense any alterations, additions or improvements made by lessee during the lease term, and to repair any damage to the premises resulting from such removal. Any and all alterations, additions or improvements, exterior awnings or projections, or any other addition to or improvement to the premises, whether installed by lessor or by lessee, shall be at the sole expense of lessee, shall at the time of installation become a part of the premises, and shall be the property of lessor, unless otherwise agreed between the parties in writing, and subject to any limitations set forth herein.

17. Ice, Snow, Debris. At all times lessee shall keep the sidewalks in front of the premises free and clear of ice, snow, rubbish, debris and obstructions of any nature. If lessee occupies the entire building, lessee will not permit ice, snow, rubbish, debris and obstructions of any nature to accumulate on the roof of the building so as to stop up or obstruct the gutters or the downspouts or cause any damage to the roof. Lessee will at its own expense fully reimburse and indemnify lessor against any injury, whether to lessor or lessor's property, or to any other person or property caused by any failure of lessee under this paragraph.

18. Lessor's Right of Entry. Lessor, its employees, agents or representatives may at any time enter into lessee's premises for the purpose of examining the condition of lessee's premises, to perform necessary services, maintenance and repairs or alterations to the building or the premises, to show the premises to any prospective tenant or purchasers, or for any other lawful purpose. Except in case of emergency such entry shall be at such times and in such a manner as to minimize interference with the business use of the premises by lessee.

19. Lessee's Right of Access. During times other than normal building hours, if the premises have no outside entry, lessee's officers and employees, or those having business with lessee, may be required to identify themselves or to show passes in order to gain access to the building. Lessor shall have no liability for permitting or refusing to permit access by anyone.

20. Awnings and Window Treatments; Signage and Advertising. 20.a. Lessee shall attach no awnings or other projections to the outside walls of the premises or of the building of which the premises are a part without the prior written consent of lessor. Lessee may place curtains or other window treatments in exterior windows of the premises only if those window treatments are in keeping with the standards adopted by lessor for the building. Lessee acknowledges that any permitted awnings or projections, as well as complying window treatments, may become property of lessor as fixtures placed upon the premises by lessee.

20.b. Lessee may not place signs or other advertising on the outside walls of the premises or in exterior windows without the prior written consent of lessor. If lessee does so, lessor may, without liability, remove such signage or other advertising at lessee's expense. Upon termination of this lease lessee shall remove all of its signage or other advertising from the premises, and shall at its own expense repair any damage caused by such signage or other advertising.

21. Nonassignment. Lessee shall not assign, transfer, pledge, hypothecate, surrender or dispose of this lease, or of any interest herein, sublet, or permit any other person or persons whomsoever to occupy the premises without the prior written consent of lessor; and lessor may withhold its consent if, in lessor's discretion, the proposed assignee or sublessee does not have sufficient net worth or a sufficiently established record of successful business operations, or proposes a use which is different from the use for which lessee has entered into this lease, pursuant to paragraph 8 hereof. The benefit of this lease is personal to lessee, and if lessee's interests under this lease are transferred to any other person or entity, in whole or in part, in any manner, including by operation of law, without the prior written consent of lessor, such transfer shall be an act of default whether or not rents or other liabilities are paid, and from the time of such transfer lessor shall have all rights to possession of the premises. In addition, lessee shall reimburse lessor for all of the professional and legal fees, as well as any other expenses incurred by lessor in evaluating any proposed assignee, regardless of whether lessor approves such assignee; and unless lessor specifically releases lessee therefrom, lessee shall after assignment or sublease remain primarily liable for payment of all base rent and other charges, as well as for the performance of all of lessee's duties under this lease.

22. Liens. Lessee shall not permit any lien of any kind to be placed upon any portion of the premises or the building in which the premises are situated, or upon the land on which it stands.

23. Damage to Premises; Lessor's Duty to Repair; Abatement of Rent During Repair. If the leased premises suffer major damage by fire or other casualty, lessor may terminate this lease as of the date of the loss. If damage to the premises exceeds ~~twenty five~~ 25 percent (25%) of the value of the premises, but the premises are not totally destroyed, lessor may elect to repair the premises, and shall exercise that election by giving to lessee written notice of its election within thirty (30) days after the date of loss; if lessor fails to give that written notice, lessor shall be deemed to have elected not to repair the premises, and the lease shall terminate as of the date of the loss. If lessor elects to repair the premises, lessee shall comply with lessor's reasonable request to vacate all or any part of the premises during reconstruction, and lessor shall repair the premises promptly. For the period of time after the date of the loss and until necessary repairs have been substantially completed, there shall be an abatement of rent in proportion to lessee's loss of use of the premises. However, if the damage to the premises is minor, and no material disruption of lessee's business occurs as a result of such damage, there shall be no abatement of rent and lessor shall repair the damage promptly.

24. Eminent Domain. If all or part of the leased premises is condemned or purchased by any public entity (or private entity with condemnation powers), this lease may terminate as to the condemned part, effective as of the date of closing of the condemnation or purchase transaction, by written notice provided by either party to the other. In case of termination under this paragraph, lessee shall not be liable for rent for any condemned or purchased part of the premises after the termination date; but where the condemnation takes only part of the premises, and lessee remains in possession of the remainder of the property under this lease, lessor shall determine the amount of reduction in rent and other charges in relation to the condemned part of the premises. Lessee shall not be entitled to and hereby expressly waives any right to any part of the condemnation award or purchase price.

25. Option to Renew. *SA MM MM* (Each party initial if applicable) Provided that lessee has not been in default, lessee shall have the option to renew this lease for an additional One (1) year term commencing on the day following expiration of this lease. Lessee may exercise this option by providing written notice to lessor not less than one hundred eighty (180) days prior to the expiration date of this lease. Timely written notice shall be sufficient to bind the parties to the renewal term without further action by either party upon terms and conditions identical to the terms and conditions of this lease, except for the rent and that there shall be no further right to renew. The rent for the renewal period shall be the greater of: the rent paid by lessee for the last month of the expiring term, and the fair market rent for the ensuing renewal term.

26. Lessor's For Sale and For Rent Signs. During the sixty (60) days prior to the date of termination of this lease, lessor may display on the premises or in the windows of the premises signs of reasonable size notifying the public that the premises are available for sale or for rent.

27. Vacating the Premises upon Termination. At the time of termination of the lease for any reason, including expiration of the lease term, lessee shall vacate the premises and deliver them to lessor in a peaceful manner, vacuumed, swept and free of debris, and in as good order and condition, reasonable use, wear and tear, damage by fire and unavoidable casualty excepted, as the premises are now in or may hereafter be put in during the term of this lease.

28. Lessee's Default. The following shall each constitute default by lessee under this lease:

a. Lessee's failure to pay rent or any other charge under this lease within Thirty (30) days after such rent or charge is due;

b. Lessee's failure to comply with any term or condition of this lease, other than payment of rent or other charges, within ten (10) days after lessor has notified lessee in writing specifying lessee's noncompliance; but this provision shall be satisfied if compliance requires a longer period than ten (10) days, and lessee commences corrective action within the ten (10)-day period and thereafter promptly corrects the noncompliance;

c. Lessee's insolvency, business failure or assignment for the benefit of lessee's creditors, including lessee's commencement of proceedings under any provision of bankruptcy or insolvency law, or its failure to obtain dismissal of any involuntary petition for bankruptcy or insolvency within the time required for an answer to such petition; or the appointment of a receiver for lessee's properties;

d. Assignment or subletting by lessee in violation of paragraph 21;

e. Lessee's vacation or abandonment of the premises without lessor's prior written consent, or, in lessor's sole discretion, failure to occupy the premises within ten (10) days after notice from lessor tendering possession; or

f. Lessee's failure or refusal to surrender possession upon termination of this lease.

29. Lessor's Remedies for Default. Upon any default by lessee, lessor shall have all rights provided by law, and in addition may exercise the following remedies:

a. If lessee's default is failure to pay rent when due, including any grace period provided by this lease, lessor may without further notice enter peaceably onto the premises and retake possession; in all other cases of default, upon expiration of the stated notice period lessor may retake possession.

b. Upon retaking possession, lessor may exercise its landlord's lien over any and all personal property left upon the premises by lessee, and may sell such property after foreclosure of its lien as permitted and required by statute.

c. After retaking possession, lessor shall promptly attempt to relet the premises, in whole or in part, to any tenant or tenants who may be satisfactory to lessor; however, lessor's efforts to relet the premises shall be sufficient if lessor follows its usual procedures for locating tenants for the space at rental rates not less than the current rates for other comparable space. If lessor has other available space, lessor may rent such space to prospective tenants without prejudice to any claims lessor may have against lessee for damages or loss of rent. Further, lessor shall apply payments or deposits received from lessee first to the cost of retaking and reletting the premises, including any remodeling required to obtain any such tenant, and then to any arrears of rent payable under this lease, together with any other damages which lessor may be entitled to claim from lessee.

30. Holding Over. If lessee holds over after termination of this lease, such holding over shall not be deemed to operate as a renewal or extension of this lease, and shall create only a tenancy at will, which may be terminated at will at any time and without notice by lessor.

31. Nonwaiver. Neither the termination of this lease by forfeiture nor the taking or recovery of possession of the premises by lessor shall deprive lessor of any other action, right or remedy against lessee for possession, rent or damages; nor shall any omission by lessor to enforce any forfeiture, right or remedy to which lessor may be entitled be deemed a waiver by lessor of the right to enforce lessee's performance of the terms and conditions of this lease. Time is of the essence of this lease. Unless otherwise provided in writing, any waiver by lessor of any breach of this lease by lessee (including a failure to enforce any provision of this lease) shall not be a continuing waiver, and shall not operate to prevent lessor from seeking its remedies for any subsequent breach by lessee, whether or not lessee's subsequent breach is of the same provision earlier waived or not enforced by lessor.

32. Attorney Fees and Court Costs. Lessee hereby agrees to pay all of lessor's expenses, including lessor's reasonable attorney fees, incurred as a result of lessor's enforcement of any provisions of this lease, even if no arbitration, lawsuit or other action is instituted. If any arbitration, lawsuit or action is instituted in order to enforce any provision of this lease, or for collection of rents due or damages claimed under this lease, the losing party shall pay to the prevailing party its reasonable attorney fees and all expenses incurred throughout such proceeding, including at trial, on appeal, and for post-judgment collection.

33. Lessor's Address. Lessor's address for giving of notices and payment of rent is: 683 NW 9th St,
Warrenton, OR 97146

From time to time during the term of the lease, lessor may designate another address or addresses in writing for giving of notices and payment of rent.

34. Lessee's Address. Lessee's address for giving of notices is: 325 S. Main Ave,
Warrenton, OR 97146

From time to time during the term of the lease, lessee may designate another address or addresses in writing for giving of notices.

35. Notices. Any notice given by one party to the other shall be sufficient if it is in writing, contained in a sealed envelope, and either personally delivered or sent by United States Postal Service first class mail, with postage fully prepaid. Notice sent by first class mail shall be deemed to have been delivered to the addressee seventy-two (72) hours after the notice is deposited in the U.S. Mail.

36. Subordination; Estoppel. This lease shall be subordinate to any ground lease, mortgage, trust deed or other security interest that may now be or that lessor may in the future place upon the real property of which the premises are a part, unless the holder of such interest notifies lessee in writing that this lease shall be prior to the holder's interest. Lessee hereby agrees to execute any documents required by any of lessor's lenders to effectuate subordination. Further, lessee shall, upon request of lessor, execute a statement certifying the current terms of this lease, reflecting all payments lessee has made to the date of the statement under this lease, specifying lessor's defaults or lack thereof, and certifying such other matters as lessor may reasonably request. Lessor's purchasers or lenders may conclusively rely upon any such statement executed by lessee, and if lessee fails or refuses to execute such statement within fourteen (14) days of lessor's written notice thereof to lessee, lessor's purchasers or lenders may conclusively accept lessor's representations as to all terms, payments and defaults of lessee or of lessor hereunder.

37. Entire Agreement; Integration Clause. This lease, including any exhibits, contains the entire agreement between the parties and, except as otherwise provided, can be changed, modified, amended or terminated only by written agreement of the parties hereto. Lessor and lessee acknowledge and agree that there are no verbal agreements, representations, warranties or other understandings affecting this lease.

38. Heirs and Assigns. All of the rights, remedies and obligations given to, imposed upon, or undertaken by the parties to this lease shall extend to, inure to the benefit of and bind, as the circumstances may require, the heirs, successors, officers, agents, insurers (except as set forth herein), executors or personal representatives, and assigns (except as set forth herein) of each party.

39. Number and Gender. In construing this lease, the singular term "lessor" or "lessee" may include more than one person or entity. If the context so requires, the singular pronoun shall be taken to mean the plural. All grammatical changes necessitated by an increase in number or by a change in gender shall be assumed and implied in order to permit the provisions of this lease to apply equally to individuals, corporations and other entities.

40. Additional Provisions. The parties further agree as follows (if no further provisions are needed, state "none"):

1. July 1, 2013 will be discounted to \$300.⁰⁰ Salon Credit
2. August and September 2013 will be lowered to \$600.⁰⁰ per month.
3. October 1, 2013 and thereafter the rent will resume to \$700.⁰⁰ per month.

IN WITNESS WHEREOF, the parties have executed this lease on the date stated above; any signature on behalf of a business or other entity is made with the authority of the Board of Directors of that entity.

Leonard A & Janet R Mossman
Lessor

By [Signature]
OWNER

By J. MOSSMAN
Title Owner

Amber N Mossman & Allure Salon & Spa
Lessee

By [Signature]
Title Renter

By _____
Title _____

"Making a difference through excellence of service"



CITY OF WARRENTON

NOTICE OF DECISION AND ORDER MOSSMAN MISCELLANEOUS LAND USE REQUEST

Applicants: Leonard and Janet Mossman

Application: Revert house back to residential use in C-1 General Industrial

Location: 325 S Main Ave

Application Date: April 19, 2016

Application Complete: April 19, 2016

120 Day Deadline: August 17, 2016

Criteria: 16.276.010.E Replacement
16.208.050 Type III Procedure Quasi-Judicial

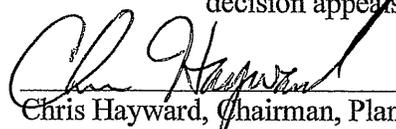
Hearing and Record: The Planning Commission held a public hearing May 12th, 2016 after which it reached a decision to approve the request to return the house to a residential use after it had been converted to a commercial use.

Any appeal of this decision shall be pursuant to Warrenton Municipal Code 16.208.050 H. **The deadline for an appeal of this decision is 5:00 p.m., May 31, 2016.**

Notice of appeal. Any person with standing to appeal may appeal a Planning Commission Decision by filing a Notice of Appeal according to the following procedure:

1. Time for filing. A notice of appeal shall be filed with the Community Development Director within 14 days of the date the Notice of Decision was mailed. **A notice of appeal must be received in the Warrenton Planning Department by 5:00 p.m. May 31, 2016;**
2. Content of notice of appeal. The notice of appeal shall contain:
 - a. an identification of the decision being appealed, including the date of the decision;
 - b. a statement demonstrating the person filing the notice of appeal has standing to appeal;

- c. a statement explaining the specific issues raised on appeal;
 - d. if the appellant is not the applicant, a statement demonstrating that the appeal issues were raised during the comment period; and
 - e. filing fee.
3. Scope of Appeal. The appeal of a Type III quasi-judicial decision shall be limited to the specific issues raised during the written comment period or at the public hearing, as provided under Subsection ii.D above, unless the City Commission allows additional evidence or testimony concerning any other relevant issue. The City Commission may allow such additional evidence if it determines that such evidence is necessary to resolve the case. Written or oral comments received during the comment period or public hearing will usually limit the scope of issues on appeal. Only in extraordinary circumstances should new issues be considered by the City Commission on appeal of a Type III Quasi-Judicial Decision.
4. Appeal Procedures. Type III notice as provided in this section and hearing procedures as provided by Section 16.208.060 shall be used for all Type III quasi-judicial decision appeals.


Chris Hayward, Chairman, Planning Commission

5/16/2016
Date

Distribution: Applicant

6-C

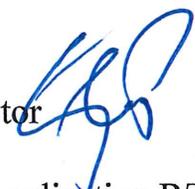
"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Skip Urling, Community Development Director 

DATE: For the Agenda of July 12, 2016

SUBJ: PUBLIC HEARING: Gronmark Rezone Application RZ 16-01

SUMMARY

Jim Gronmark applied to rezone the abutting properties on the north side of Highway 104 Spur from the Skipanon River to S Main Avenue from C-1 General Commercial to RH High Density Residential. Specifically, the subject property is in the SW1/4 NE1/4 of Section 28, T8N, R10W, and includes Tax lots 200, 500, 501, 80101, 80102, 80103, 90101, 900102, 90103, 800, 1102, 1103, 1104, and 1105.

The Planning Commission held a public hearing on June 9, 2016 and, based on the findings and conclusions of the June 3, 2016 staff report, voted to forward a recommendation to the City Commission to approve the application and adopt Ordinance No. 1204-A effecting the map amendment. The application, correspondence, staff report to the Planning Commission, and implementing ordinance are attached.

RECOMMENDATION/SUGGESTED MOTION

I move to conduct the first reading by title only of Ordinance No. 1204-A approving Application RZ-16-1 to rezone the properties abutting the north side of Highway 104 Spur between the Skipanon River and South Main

RECOMMENDATION/SUGGESTED MOTION

I move to conduct the first reading by title only of Ordinance No. 1204-A approving Application RZ-16-1 to rezone the properties abutting the north side of Highway 104 Spur between the Skipanon River and South Main Avenue from C-1 General Commercial to RH High Density Residential, based on the findings and conclusions of the June 3, 2016 Gronmark rezone staff report and Planning Commission recommendation.

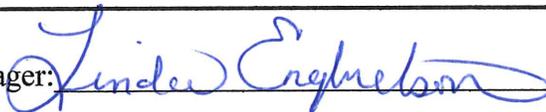
ALTERNATIVE

None recommended

FISCAL IMPACT

None.

Approved by City Manager:



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

ORDINANCE No. 1204-A

Introduced by All Commissioners

An ordinance amending the City of Warrenton Zoning map to reflect the rezoning of all tax lots fronting on the north side of Highway 104 Spur in the of the C-1, General Commercial zoning district in the SE of the SW ¼ of Section 28, Township 8 North, Range 10 West, WM, to RH High Density Residential, as illustrated on Application RZ 16-1 drawings, and adopting the Findings and Conclusions as of the June 3, 2016 staff report.

WHEREAS, application RZ 16-1 was submitted by Jim Gronmark to reclassify the commercial zoning along the subject strip of state highway to better reflect the existing and future land uses in the area; and

WHEREAS, after the Planning Commission conducted a public hearing on the proposal on June 9, 2016 and, based on the findings and conclusions of the June 3, 2016 staff report, forwarded a recommendation of approval to the City Commission; and

WHEREAS, after the City Commission conducted a public hearing on July 12, 2016, it has determined to adopt the findings and conclusions established by the Planning Commission and approve the rezone application.

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

Section 1. The City Zoning Designation Map is amended as to reflect the rezone request as illustrated on the application drawing, based on the findings and conclusions referenced above.

Section 2. This ordinance shall become final 30 days after its second reading and adoption.

First Reading: July 12, 2016

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this _____ day of _____, 2016.

APPROVED

Mark Kujala, Mayor

ATTEST:

Linda Engbretson, City Recorder

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CITY OF WARRENTON

June 3, 2016

To: Warrenton Planning Commission

From: Skip Urling, Community Development Director

A handwritten signature in blue ink, appearing to read "Skip", is placed over the name "Skip Urling" in the "From:" line.

Re: File No. RZ-16-1—Gronmark

BACKGROUND

Jim Gronmark applied to rezone the abutting properties on the north side of Highway 104 Spur from the Skipanon River to S Main Avenue from C-1 General Commercial to RH High Density Residential. Specifically, the subject property is the SW1/4 NE1/4 of Section 28, T8N, R10W, and includes Tax lots 200, 500, 501, 80101, 80102, 80103, 90101, 900102, 90103, 800, 1102, 1103, 1104, and 1105.

The application package was submitted April 19 and is attached. Measure 56 notice was sent to affected property owners May 13, adjacent property owners were mailed notice of this public hearing May 20 and notice was published in the Columbia Press May 27, 2016.

This proposal is being reviewed pursuant to Warrenton Municipal Code Sections 16.208.060 (Type IV Procedure - Legislative and Map Amendments), 16.232 (Land Use District Map and Text Amendments), Comprehensive Plan (CP), Statewide Planning Goals, Oregon Revised Statutes and the Oregon Administrative Rules.

FINDINGS

Presented below are the criteria for granting a rezone, and the applicant's response followed by staff findings.

1. Existing Land Use.

Applicant Response: The Gronmark property consists of a small vacant parcel approximately 60 feet by 100 feet at the northeast corner of SE Anchor and Highway 101 Alternate (aka Spur Road or Highway 104). Mr. Gronmark also owns parcel 700 immediately north of 500. The site is vacant, covered by a stand of Alders trees and other vegetation. There is a condominium complex to the east, single family residences to the north along SE Anchor, and apartments to the west across SE Anchor. The area to the south across the highway is open space/wetlands associated with the Warrenton High School.

Staff Finding: Staff concurs.

2. Current zoning:

Subject property: C-1 General Commercial

Adjacent property:

North: RH High Density Residential

East: R-10 Intermediate Density Residential

South: OSI Open Space Institutional

West: C-1 General Commercial

3. Does the proposal conform to the Oregon State Statutes?

Applicant Response: *Yes. The proposal to amend the zoning map from C-1 to RH is consistent with State statutes for the following reasons:*

The property is within the city limits and urban growth boundary, and the land in the vicinity is committed to development except for the OSI zone south across Highway 104, which is not affected by this proposal. The property is located on a major arterial road, a short distance from essential services including schools, shopping and government services. It is not in a flood zone. The rezoning would allow for the development of apartments, which are in short supply in the area. The rezoning would be consistent with the zoning of the area to the north.

Staff Findings: Staff finds the applicant's response plausible and agrees with them.

4. DOES THE PROPOSAL CONFORM TO THE STATEWIDE PLANNING GOALS?

Statewide planning goal 1: To develop a citizen involvement program that insures the opportunity for citizens to be involved in all phases of the planning process.

Statewide planning goal 2: To establish a land use planning process and policy framework as a basis for all decision and actions related to use of land and to assure an adequate factual base for such decisions and actions.

Applicant Response: *Yes. The request is consistent with Citizen Involvement and Land Use Planning in that the application has been made as directed by City code, and will be evaluated by the planning commission and city commission.*

Staff Findings: Part 1 of goal 2, quoted above, is met by applying relevant policies from the City's comprehensive plan to the proposed map amendment. Applicable plan policies are

addressed above. These findings are sufficient to provide an adequate factual basis for the City's decision on this proposal. Part 2 of goal 2, dealing with exceptions to statewide planning goals, does not apply to the proposal.

Goal 3 To preserve and maintain agricultural lands.

Goal 4 To conserve forest lands by maintaining the forest land base and to protect the state's forest economy by making possible economically efficient forest practices that assure the continuous growing and harvesting of forest tree species as the leading use on forest land consistent with sound management of soil, air, water, and fish and wildlife resources and to provide for recreational opportunities and agriculture.

Applicant response: The property is not in an agricultural or forestry zone.

Staff finding: Staff concurs.

Goal 5 To protect natural resources and conserve scenic and historic areas and open spaces.

Applicant response: There is a small area of freshwater wetlands on the adjacent or northern property. There are no known historic or archeological resources present on the site or in the vicinity. A large area of open space is south across the highway which will not be affected.

Staff Finding: Staff concurs with the applicant. The wetland and adjacent riparian area associated with the Skipanon River will be addressed as development is proposed through existing regulations.

Goal 6 To maintain and improve the quality of the air, water and land resources of the state.

Applicant Response: The proposal will not negatively impact air, water and land quality. The rezoning is in a developed area and committed to development. All local and state requirements during and after the construction of the apartments will be met.

Staff Finding: Staff concurs.

Goal 7 To protect people and property from natural hazards.

Applicant Response: The property is in Flood Zone X, which is not subject to 100-year flooding.

Staff finding: Staff concurs with the applicant's statement. We also note that the property is in a tsunami inundation zone, as is the vast majority of the land within the city limits. This area would be inundated regardless of the development.

Goal 8 To satisfy the recreational needs of the citizens of the state and visitors and, where appropriate, to provide for the siting of necessary recreational facilities including destination resorts.

Applicant response: There are ample recreation facilities within walking or short driving distance from the property, including Warrenton High School, City Parks, and the Senior Center.

Staff Finding: Staff agrees.

Goal 9 To provide adequate opportunities throughout the state for a variety of economic activities vital to the health, welfare, and prosperity of Oregon's citizens.

Applicant Response: The rezoning will allow for the development of ten apartments, which will provide construction jobs as well as needed affordable housing for workers in the area.

Staff Finding: Staff agrees with the applicant on this statement. We also note that only one tax lot in the subject property is undeveloped and available for commercial activity which would provide for job creation. The remaining tax lots are developed for high density residential uses and the structures are all viable; the potential for conversion to commercial uses is low.

Goal 10 To provide for the housing needs of citizens of the state.

Applicant Response: The rezoning will provide needed housing, particularly modern rental housing, which is in short supply. Employers including the US Coast Guard will be contacted to determine the size of units and price ranges.

Staff Finding: It is well documented that housing stock is in short supply on the north Oregon coast. This action will contribute to the opportunity for the construction of additional needed housing.

Goal 11 To plan and develop a timely, orderly and efficient arrangement of public facilities and services to serve as a framework for urban and rural development.

Applicant Response: *The property is served by all City and other public services, and is located on a State highway. There is a major pump station on the highway and fire hydrants in the vicinity. Water service is along the Spur Road and is adequate to serve additional development.*

Staff Finding: Staff concurs.

Goal 12 To provide and encourage a safe, convenient and economic transportation system.

Applicant Response: *A major highway runs the entire length of the area to be rezoned. The apartment complex will likely utilize SE Anchor and SE 15th Streets. The Sunset Empire Bus service serves the area.*

Staff Finding: Staff agrees.

Goal 13 To conserve energy.

Applicant Response: *The proposed apartments will be small and energy efficient, and developed at relatively high density, ten units on about one half acre. The other residential uses in the area are higher density as well. The development would be infill, and be close to the city center and commercial services. Schools, churches, and other community activities are nearby.*

Staff Finding: Staff concurs, and notes that future construction will meet the energy code.

Goal 14 To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

Applicant Response: *The property to be developed is near the historic center of Warrenton, within the UGB and city limits, and is considered infill located in a largely developed neighborhood. The bulk of the property requested to be rezoned is developed in multifamily structures, including condominiums and rentals.*

Staff Finding: Staff agrees.

Goal 15 To protect, conserve, enhance and maintain the natural, scenic, historical, agricultural, economic and recreational qualities of lands along the Willamette River as the Willamette River Greenway

Staff Finding: Not applicable.

Goal 16 To recognize and protect the unique environmental, economic, and social values of each estuary and associated wetlands; and To protect, maintain, where appropriate develop, and where appropriate restore the long –term environmental, economic, and social values, diversity and benefits of Oregon's estuaries.

Goal 17 To conserve, protect, where appropriate, develop and where appropriate restore the resources and benefits of all coastal shorelands, recognizing their value for protection and maintenance of water quality, fish and wildlife habitat, water-dependent uses, economic resources and recreation and aesthetics. The management of these shoreland areas shall be compatible with the characteristics of the adjacent coastal waters; and To reduce the hazard to human life and property, and the adverse effects upon water quality and fish and wildlife habitat, resulting from the use and enjoyment of Oregon's coastal shorelands

Applicant Response: The property is near the banks of the Skipanon River, and across the highway from a large area of wetlands and open space. There will be no impact on the estuary or the shorelands which are separated by the river's dike. Storm drainage will be on site in an existing wetlands.

Staff Finding: Staff agrees.

Goal 18 Beaches and Dunes and Goal 19 Ocean Resources

Staff Finding: These goals do not apply.

5. Does the proposal conform to the Warrenton Comprehensive Plan and Development code.

Applicant's Response:

Sec. 2.310(b).The property is located in "Urban Development/Other Shorelands", which are more desirable for other uses, including high density residential development.

Sec. 3.200 Buildable lands: Although there is ample vacant land in both the RH and C-1 zones, the conversion of a small amount of C-1 zone to RH is insignificant and does not affect potential for future employment. It may provide for future housing needs and the area is redeveloped.

Section 3.310 b. encourages the development of high density development in the areas close to the city center which have suitable streets, utilities or other characteristics.

Section 3.310.1. Commits the City to work with the development community to develop housing for future needs. The apartment development proposal is intended to meet future needs.

Section 3.320.2 Encourages the “grouping of commercial uses”. The subject property is the only parcel of vacant commercial land along the length of Highway 104 between Main and the Skipanon River, and is more appropriately zoned for residential than commercial uses.

Staff finding: Staff agrees with the applicant’s analysis. WCP 3.260 – Need for multi-family and single-family attached housing as a potential supply of low and moderate cost housing, and

WCP 3.310(11) - The City will zone adequate land to meet identified future housing needs for a broad range of housing types, including single-family attached and detached homes, manufactured homes, duplexes and multi-family dwellings, also support the proposal.

We note further that only one tax lot among those included in the subject property is presently undeveloped, and the amount of employment land opportunities affected by this proposal is quite small.

6. WMC 16.232.030 Criteria for Quasi-Judicial Amendments. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following criteria:

- 1. Demonstration of compliance with all applicable Comprehensive Plan policies and map designations. Where this criterion cannot be met, a Comprehensive Plan amendment shall be a pre-requisite to approval.**

Applicant Response: The applicable comprehensive plan policies are stated above.

Staff Finding: Staff concurs with the applicant.

- 2. Demonstration of compliance with all applicable standards and criteria of this Code, and other applicable implementing ordinances.**

Applicant’s Response: The rezoning of the area from C-1 to RH is more reflective of the character of the neighborhood along the highway, which is primarily multifamily housing, both

rental and owner occupied. The redesignation of the Gronmark parcel, as well as the other properties requested, will be consistent with the present uses and remove the existing structures from the nonconforming category.

Staff Finding: Staff agrees.

- 3. Evidence of change in the neighborhood, or community, or a mistake or inconsistency in the Comprehensive Plan or land use district map regarding the property which is the subject of the application; and the provisions of Section 16.232.060, as applicable.**

Applicant Response: At some point in the recent past, the C-1 zone was revised to eliminate residential uses, and multifamily dwellings, from the list of allowable uses, even though all of the condominiums and apartments in the area became nonconforming uses. The rezoning to R-H will correct this error.

The proposal is in compliance with the comprehensive plan policies, zoning criteria and map designations. It is requested that the rezoning be granted.

Staff Finding: Staff agrees. The code change took place in 2008 and affected the subject property adversely. The potential for this area to convert to commercial land uses is quite low. This map amendment will correct a mapping error and make the subject property zoning consistent with those properties abutting to the north.

According to the Institute of Transportation Engineers Trip Generation (7th Edition), the 10-unit apartment development contemplated by the applicant would generate approximately 66 trip ends on an average weekday, and about 6 trips during the weekday PM peak hour. The existing multiple family dwellings included in the subject property can be expected to generate similar traffic volumes. Even though the existing and potential additional development is high density, conversion of the subject properties to some future commercial land use would be expected to generate high volumes. This action is not expected to have a deleterious effect on Highway 104 Spur or the city's transportation system generally.

CONCLUSION AND RECOMMENDATION

This application meets the various criteria for making a map amendment. It will clear an unintended effect of a code change resulting in several non-conforming uses adjacent to a neighborhood of similar uses. An additional opportunity for multiple family infill will help to

create new housing stock in a time when housing is in short supply. And, the transportation system will not be affected.

Based on these findings and conclusions, staff recommends the Planning Commission forward a recommendation to the City Commission to approve REZ 16-1, amending the zoning map for the properties abutting the north side of Highway 104 Spur between the Skipanon River and S Main Avenue, from C-1 General Commercial to RH High Density Residential.

Recommended Motion:

Based on the findings and conclusions of the June 2, 2016 staff report, I move to recommend the City Commission approve Application REZ 16-1 submitted by Jim Gronmark, to rezone the tax lots abutting the north side of Highway 104 Spur between the Skipanon River and South Main Avenue from C-1 General Commercial to RH High Density Residential, and adopt Ordinance No. 1204-A.

Enclosures

Application
Correspondence
Patrick Wingard
Bill Johnston
Draft Ordinance 1204-A

**CITY OF WARRENTON
PLANNING AND BUILDING DEPARTMENT**

- 1. REZONE** (To be accompanied by a map showing the subject property, a copy of property deed and Letter of Authorization, if applicable)

- 2. COMPREHENSIVE PLAN TEXT OR MAP AMENDMENT**

- 3. DEVELOPMENT CODE TEXT AMENDMENT**

OFFICE USE ONLY
FILE # _____
FEE \$ _____
RECEIPT # _____
DATE RECEIVED _____

Legal Description of the Subject Property (if applicable):

Township	Range	Section	Tax Lot
8	10	28AC	500 (Gronmark)

See attached list of all affected property owners.

Street address of the property **Northeast corner of Highway 101 (Alt) and SE Anchor St.**

I/WE, THE UNDERSIGNED APPLICANT OR AUTHORIZED AGENT, AFFIRM BY MY/OUR SIGNATURE(S) THAT THE INFORMATION CONTAINED IN THE FOREGOING APPLICATION AND ASSOCIATED SUBMISSIONS IS/ARE TRUE AND CORRECT.

APPLICANT:

Printed Name: Mike Morgan, Planning Consultant

Signature: _____ Date: _____

Address: PO Box 132 Phone: 503 739 0102

City/State/Zip: Cannon Beach, Oregon 97110 hminc@pacifier.com

PROPERTY OWNER (if different from Applicant)

Printed Name: Jim Gronmark

Signature: _____ Date: _____

Address: 1377 SE 11th Place _____ Phone: 503 738 2369

City/State/Zip: Warrenton, Oregon 97146 Fax: _____

Place an "x" on applicable request(s):

Rezone
amendment

Comprehensive Plan Text

Comprehensive Plan Map amendment Development Code text amendment

REZONE

1. Existing use of site: **Please refer to attached findings.**

2. Existing zoning of the subject property: _____

3. Proposed zoning designation of the subject property: _____

4. Zoning designation of surrounding properties:
North: _____

_____ South: _____

_____ West: _____

_____ East: _____

5. Does the proposal conform to the applicable Oregon State Statutes? Yes _____ No _____
If yes, please
explain _____

If no, please describe why the proposal does not or will not conform to the Oregon State Statutes.

6. Does the proposal conform to Statewide Planning Goals? Yes _____ No _____

If yes, please list the applicable Statewide Planning Goals and how the proposal conforms to the goals.

If no, please describe why the proposal does not or will not conform to the Statewide Planning Goals.

7. Does the proposal conform to Warrenton Comprehensive Plan, and Development Code? Yes

No _____

If yes, please explain how this proposal conforms to the Warrenton Comprehensive Plan, and Development Code.

If no, please explain

8. Is there a change of circumstances or further studies justifying the amendment or mistake in the original zoning.

COMPREHENSIVE PLAN TEXT AMENDMENT

1. Which chapter and section of the Warrenton Comprehensive Plan is this request for?

2. Does the proposal conform to the applicable Oregon Revised Statutes? Yes _____ No _____

If yes, please
explain _____

If no, please explain:

3. Does the proposal conform to the Statewide Planning Goals? Yes _____ No _____

If yes, please list the applicable Statewide Planning Goals and how this proposal conforms to the Goals. _____

If no, please describe:

4. Does the proposal conform to Warrenton Comprehensive Plan and Development Code? Yes

No _____

If yes, please explain.

If no, please explain.

5. Is there a change of circumstances or further studies justifying the amendment or mistake in the original zoning.

COMPREHENSIVE PLAN MAP AMENDMENT
Please provide a map showing the proposed area to be amended.

Before an amendment to a zone boundary is approved, findings will be made that the following criteria are satisfied.

1. The map amendment is consistent with the Comprehensive Plan.

2. The map amendment will:

a. Satisfy land and water use needs; or

b. Meet transportation demands; or

c. Provide community facilities and services:

3. The land is physically suitable for the uses to be allowed, in terms of slope, geological stability, flood hazard and other relevant considerations.

4. Resource lands, such as wetlands are protected.

5. The amendment is compatible with the land use development pattern in the vicinity of the request.

DEVELOPMENT CODE TEXT AMENDMENT

1. Which chapter and section of the Warrenton Development Code is this request for?

2. Does the proposal conform to the applicable Oregon State Statutes? Yes _____ No _____

If yes, please explain _____

If no, please explain.

3. Does the proposal conform to the Statewide Planning Goals? Yes _____ No _____

If yes, please list the applicable Statewide Planning Goals and how this proposal conforms to the goals. _____

If no, please describe why the proposal does not or will not conform to the Statewide Planning Goals.

4. Does the proposal conform to the Comprehensive Plan and Development Code? Yes _____ No _____

If yes, please explain. _____

If no, please explain. _____

5. Is there a change of circumstances, or further studies justifying the amendment or mistake in the original zoning.

PROPOSED FINDINGS OF FACT

EXISTING USE OF SITE:

The Gronmark property consists of a small vacant parcel approximately 60 feet by 100 feet at the northeast corner of SE Anchor and Highway 101 Alternate (aka Spur Road or Highway 104). Mr. Gronmark also owns parcel 700 immediately north of 500. The site is vacant, covered by a stand of Alders trees and other vegetation. There is a condominium complex to the east, single family residences to the north along SE Anchor, and apartments to the west across SE Anchor. The area to the south across the highway is open space/wetlands associated with the Warrenton High School.

EXISTING ZONING OF THE SUBJECT PROPERTY: C-1 General Commercial

PROPOSED ZONING DESIGNATION: RH High Density Residential

ZONING DESIGNATION OF SURROUNDING PROPERTIES:

North: RH High Density Residential

South: OSI Open Space Institutional

West: C1 General Commercial

East: C1 General Commercial

DOES THE PROPOSAL CONFORM TO THE OREGON STATE STATUTES? YES

The proposal to amend the zoning map from C-1 to RH is consistent with State statutes for the following reasons:

The property is within the city limits and urban growth boundary, and the land in the vicinity is committed to development except for the OSI zone south across Highway 104, which is not affected by this proposal. The property is located on a major arterial road, a short distance from essential services including schools, shopping and government services. It is not in a flood zone. The rezoning would allow for the development of apartments, which are in short supply in the area. The rezoning would be consistent with the zoning of the area to the north.

DOES THE PROPOSAL CONFORM TO THE STATEWIDE PLANNING GOALS? YES

Goals 1&2: The request is consistent with Citizen Involvement and Land Use Planning in that the application has been made as directed by City code, and will be evaluated by the planning commission and city commission.

Goals 3&4: The property is not in an agricultural or forestry zone.

Goal 5: Natural Resources, scenic and historic areas, and open spaces. There is a small area of freshwater wetlands on the adjacent or northern property. There are no known historic or archeological resources present on the site or in the vicinity. A large area of open space is south across the highway which will not be affected.

Goal 6: Air, Water and Land Quality: The proposal will not negatively impact air, water and land quality. The rezoning is in a developed area and committed to development. All local and state requirements during and after the construction of the apartments will be met.

Goal 7: Natural Hazards: The property is in Flood Zone X, which is not subject to 100-year flooding.

Goal 8: Recreational Needs: There are ample recreation facilities within walking or short driving distance from the property, including Warrenton High School, City Parks, and the Senior Center.

Goal 9: Economy: The rezoning will allow for the development of ten apartments, which will provide construction jobs as well as needed affordable housing for workers in the area.

Goal 10: Housing: The rezoning will provide needed housing, particularly modern rental housing, which is in short supply. Employers including the US Coast Guard will be contacted to determine the size of units and price ranges.

Goal 11: Public Facilities and Services: The property is served by all City and other public services, and is located on a State highway. There is a major pump station on the highway and fire hydrants in the vicinity. Water service is along the Spur Road and is adequate to serve additional development.

Goal 12: Transportation: A major highway runs the entire length of the area to be rezoned. The apartment complex will likely utilize SE Anchor and SE 15th Streets. The Sunset Empire Bus service serves the area.

Goal 13: Energy Conservation: The proposed apartments will be small and energy efficient, and developed at relatively high density, ten units on about one half acre. The other residential uses in the area are higher density as well. The development would be infill, and be close to the city center and commercial services. Schools, churches, and other community activities are nearby.

Goal 14: Urbanization: The property to be developed is near the historic center of Warrenton, within the UGB and city limits, and is considered infill located in a largely developed neighborhood. The bulk of the property requested to be rezoned is developed in multifamily structures, including condominiums and rentals.

Goals 16 and 17: Estuarine Resources and Coastal Shorelands. The property is near the banks of the Skipanon River, and across the highway from a large area of wetlands and open space. There will be no impact on the estuary or the shorelands which are separated by the river's dike. Storm drainage will be on site in an existing wetlands.

DOES THE PROPOSAL CONFORM TO WARRENTON COMPREHENSIVE PLAN AND DEVELOPMENT CODE? YES

Sec. 2.310(b).The property is located in “Urban Development/Other Shorelands”, which are more desirable for other uses, including high density residential development.

Sec. 3.200 Buildable lands: Although there is ample vacant land in both the RH and C-1 zones, the conversion of a small amount of C-1 zone to RH is insignificant and does not affect potential for future employment. It may provide for future housing needs and the area is redeveloped.

Section 3.310 b. encourages the development of high density development in the areas close to the city center which have suitable streets, utilities or other characteristics.

Section 3.310.1 Commits the City to work with the development community to develop housing for future needs. The apartment development proposal is intended to meet future needs.

Section 3.320.2 Encourages the “grouping of commercial uses”. The subject property is the only parcel of vacant commercial land along the length of Highway 104 between Main and the Skipanon River, and is more appropriately zoned for residential than commercial uses.

Criteria for Quasi-Judicial Amendments. A recommendation or a decision to approve, approve with conditions or to deny an application for a quasi-judicial amendment shall be based on all of the following criteria:

1. Demonstration of compliance with all applicable Comprehensive Plan policies and map designations. Where this criterion cannot be met, a Comprehensive Plan amendment shall be a pre-requisite to approval.

Finding: The applicable comprehensive plan policies are stated above.

2. Demonstration of compliance with all applicable standards and criteria of this Code, and other applicable implementing ordinances.

Finding: The rezoning of the area from C-1 to RH is more reflective of the character of the neighborhood along the highway, which is primarily multifamily housing, both rental and owner occupied. The redesignation of the Gronmark parcel, as well as the other properties requested, will be consistent with the present uses and remove the existing structures from the nonconforming category.

3. Evidence of change in the neighborhood, or community, or a mistake or inconsistency in the Comprehensive Plan or land use district map regarding the property which is the subject of the application; and the provisions of Section 16.232.060, as applicable.

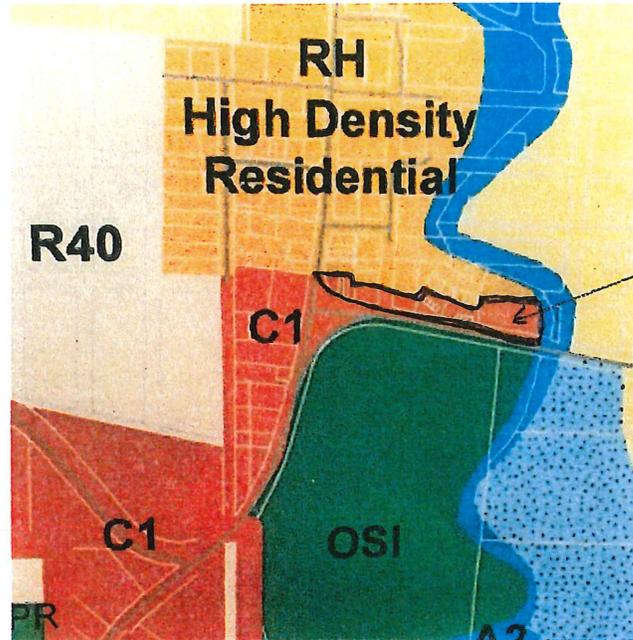
Finding: At some point in the recent past, the C-1 zone was revised to eliminate residential uses, and multifamily dwellings, from the list of allowable uses, even though all of the condominiums and apartments in the area became nonconforming uses. The rezoning to R-H will correct this error.

The proposal is in compliance with the comprehensive plan policies, zoning criteria and map designations. It is requested that the rezoning be granted.

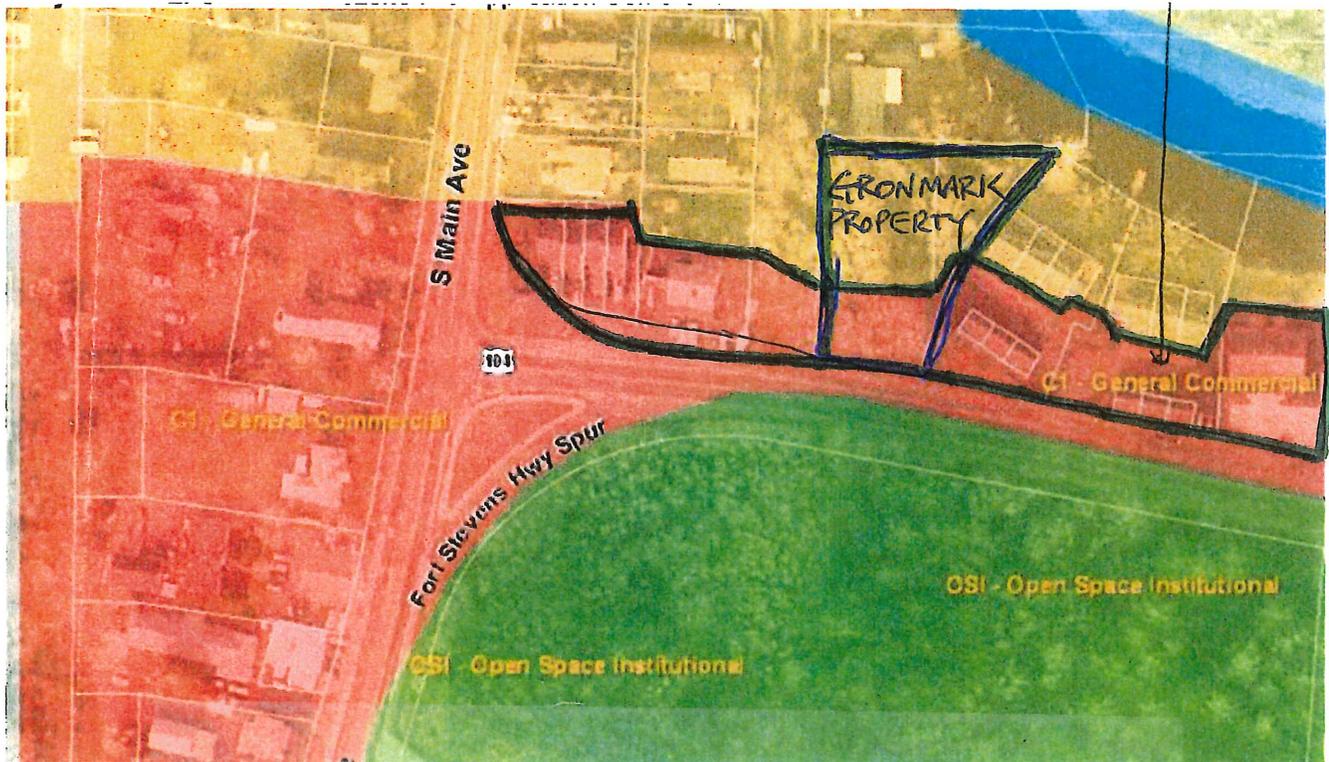


- Advanced search
- Overview map
- Legend
- Lists
- Print
- Helpful Tips
- Disclaimer

PROPOSED GRONMARK ZONE AMENDMENT



Proposed zoning map change C-1 to R-H



Skip Urling

From: JOHNSTON Bill <Bill.W.JOHNSTON@odot.state.or.us>
Sent: Friday, April 08, 2016 9:54 AM
To: Skip Urling
Cc: KEARNS Richard A; WILLIAMS Virginia L
Subject: RE: Gronmark Rezone Pre-Application Conference

Importance: High

Skip – I was planning on attending this pre-application conference this morning but something came up. Here are some brief comments.

- I assume access will be from Anchor. If it's from 104 the developer will need an access permit from ODOT.
- The City will need to demonstrate compliance with the TPR. A 10-unit apartment will probably not have a significant effect on traffic. You will need to provide findings.

Call if you have questions.

Bill Johnston, AICP, Transportation Planner
Oregon Department of Transportation | Northwest Area | 350 W Marine Dr. | Astoria, OR 97103-6236 | 503.325.5281 | bill.johnston@odot.state.or.us

-----Original Appointment-----

From: Skip Urling [<mailto:cityplanner@ci.warrenton.or.us>]
Sent: Thursday, March 31, 2016 10:39 AM
To: Skip Urling; Tim Demers; Ed Wegner; Mathew Workman; Richard Stelzig; ODOT Reg 2 Planning Manager
Cc: WILLIAMS Virginia L; WINGARD Patrick
Subject: Gronmark Rezone Pre-Application Conference
When: Friday, April 08, 2016 10:00 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).
Where: Commission Chambers

Mike Morgan, on behalf of Jim Gronmark, submitted an application to discuss a rezone of the property along the north side of 104spur, between S Main and the Skipanon River. See the attached map and application.

All development along the strip is multiple family, some renter occupied, some condos. Gronmark owns the lone vacant tract (two tax lots) mid-block.

Please send me your written comments, if any, prior to the meeting so I may make copies for distribution at the meeting.

<< File: Gronmark PreApp C1 to RH.pdf >>

Skip Urling

From: Wingard, Patrick <patrick.wingard@state.or.us>
Sent: Friday, April 01, 2016 11:40 AM
To: Skip Urling
Cc: JOHNSTON Bill (Bill.W.JOHNSTON@odot.state.or.us)
Subject: RE: Gronmark Rezone Pre-Application Conference

Hi Skip,

Thank you for the invitation to the pre-app conference and for the opportunity to comment on the proposed rezone. I plan to attend next Friday's meeting.

I reviewed the attached materials as well as some of the applicable sections of the Warrenton Development Code and Comprehensive Plan. I mainly focused on the C-1 and RH zone districts in the WDC and Article 3, Land and Water Use, of the WCP. My summation of the project is that it lines up very well with several relevant policies found in the Warrenton Comprehensive Plan. As you know, consistency with applicable comp plan policies per WDC 16.232.030.B.1 is a major consideration for a quasi-judicial zone change, such as this one.

When I first received notice of the proposed rezone, my initial thought was, "is this rezone even needed; aren't multi-family housing projects already allowed in Warrenton's C-1 zone?". When I reviewed the city's code online, I quickly learned that I was mistaken – multi-family housing developments are, in fact, not permitted in the C-1 zone. I pulled an old (2003) copy of the WDC that I had in my office and saw that duplexes, triplexes and mfd's were previously allowed in the C-1 zone. So, I put two and two together and realized that the city must have done some text amendments to its C-1 subsequent to my tenure at the city that ended in 2005 to not allow new residential developments in the C-1 zone. This makes sense.

It is worth noting that in my review of the city's comp plan, I found a number of references to mfd's being allowed in the city's C-1 zone despite the fact that the code prohibits this (check out a couple of the bullet points under WCP 3.270, for example). These inconsistencies between the code and plan aren't a huge deal and certainly do not need to be remedied in advance, or concurrent with this proposal, but it is something be aware of. Seeing these inconsistencies in your plan and code reinforces in my mind the need for DLCD to support Warrenton's next run at obtaining a Technical Assistance grant to fund an update of your buildable lands inventory, housing policies, etc.. I'm sorry we weren't able to get this done this year but I look forward to continuing these discussions with you in the near future as we approach the next grant funding cycle.

Here are a couple of policies that I found in your comp plan that support this proposal:

- WCP 3.260 – Need for multi-family and single-family attached housing as a potential supply of low and moderate cost housing.
- WCP 3.310(11) - The City will zone adequate land to meet identified future housing needs for a broad range of housing types, including single-family attached and detached homes, manufactured homes, duplexes and multi-family dwellings.

I'm sure there are more applicable policies but these are just a few that I found to be particularly germane to this proposal.

I see that you have invited ODOT to participate in the pre-app. That's great. I would be interested in learning this agency's take on the potential need for a traffic impact study for this project. A rezone from C-1 to RH wouldn't, in my mind, generate additional traffic to and from the site, but I haven't done any analyses in this regard (nor am I qualified),

and I know there is a curve in the road there. I have to defer to ODOT to work with the city on these particulars. I am curious about what transportation improvements are called for in the Warrenton TSP for this area. I also think about the fact that the existing C-1 zone previously allowed mfd's and how this may affect considerations on transportation analyses for the rezone. Note, I copied Bill Johnston at ODOT on this email to keep communication on transportation considerations at the highest level possible. As you know, this is a growing area and the state highway that abuts the subject property serves as a vital connection between US 101, downtown Warrenton, area schools and other destinations. Ensuring a safe and efficient transportation system is paramount and it's great that you have called for a pre-app on this proposal to provide responsible agencies and the applicant/property owner adequate time to drill down on these important issues early in the planning stage.

Other considerations for this project that don't necessarily apply at the rezone stage but would come into play during the development/design review include:

- Multi-modal considerations (i.e., does the area have or warrant a transit stop); what are the conditions of the sidewalks and bike lanes in the area and could a few gaps be filled or existing sidewalks/lanes extended.
- Floodplain and riparian corridor/wetland considerations associated with the Skipanon River.
- Tsunami evacuation route(s), if applicable.

I hope this information is helpful. My comments are not meant to be all-inclusive; rather, I wanted to let you and your review team, as well as the applicant and partner state agencies, know that DLCD supports this proposal and I am prepared to assist the city in any way possible, to help make this project a success.

If you have questions or would like to further discuss anything in this email, please feel free to contact me anytime.

I look forward to seeing you next Friday. Again, thanks for the invite and I laud you for your proactive approach to this proposal.

Best regards,

Patrick

Patrick Wingard, AICP | North Coast Regional Representative
Ocean/Coastal Services Division
Oregon Dept. of Land Conservation and Development
North Coast Regional Solutions Center
4301 Third Street, Room 206 | Tillamook, OR 97141
Cell: (503) 812-5448
patrick.wingard@state.or.us | www.oregon.gov/LCD

-----Original Appointment-----

From: Skip Urling [<mailto:cityplanner@ci.warrenton.or.us>]

Sent: Thursday, March 31, 2016 10:39 AM

To: Skip Urling; Tim Demers; Ed Wegner; Mathew Workman; Richard Stelzig; ODOT plan review

Cc: Virginia Williams (virginia.l.williams@odot.state.or.us); Wingard, Patrick

Subject: Gronmark Rezone Pre-Application Conference

When: Friday, April 8, 2016 10:00 AM-11:00 AM (UTC-08:00) Pacific Time (US & Canada).

Where: Commission Chambers

Mike Morgan, on behalf of Jim Gronmark, submitted an application to discuss a rezone of the property along the north side of 104spur, between S Main and the Skipanon River. See the attached map and application.



CITY OF WARRENTON
PUBLIC WORKS

Agenda Item 6-D

Agenda Item Memorandum

TO: The Honorable Mayor and Members of the Warrenton City Commission
Linda Engbretson, City Manager Pro tem

From: Jim Dunn, Public Works Director

Date: July 12, 2016

Subj: Adopting Oregon Administrative Rules 333-061 Oregon Health Authority Public
Water Systems

Summary:

The Oregon Administrative Rules 333 Division 061 addresses Oregon Health Authority Public Water System rules. The City must adopt these rules to assure safe drinking water at all water systems which serve the public and to promote coordination between the programs for supervising water systems which are conducted by the Authority and the U.S. Environmental Protection Agency.

Recommendation

Staff recommends the following motions;

“I move to approve the adoption of the Oregon Administrative Rules 333-061 Oregon Health Authority Public Water Systems.”

Alternative

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

Fiscal Impact

No fiscal impact.

Approved by City Manager: Linda Engbretson

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

ORDINANCE NO. 1206-A

Introduced by All City Commissioners

REPEALING ORDINANCE NO. 338-A and NO. 836-A

WHEREAS the City of Warrenton, Oregon, is hereby authorized and directed to provide and assure safe drinking water for all its systems which serve the public,

WHEREAS the City of Warrenton acknowledges the legislature's updated Oregon Administrative Rules, Chapter 333, Division 061 for Public Water Systems under the authority of the Oregon Health Authority, and

WHEREAS the City of Warrenton declares the need for immediate compliance with these rules;

THEREFORE The City of Warrenton ordains as follows:

Section 1.

" That Chapter 333, Division 061, of the Oregon Administrative Rules for Public Water Systems under the Oregon Health Authority is hereby adopted by the City of Warrenton in current form and with any future revisions."

Section 2.

Repealing Ordinances 338-A and 836-A as outdated.

Section 3

This Ordinance will take effect immediately.

PASSED by the City Commission of the City of Warrenton, Oregon this 12th day of July, 2016

APPROVED by the City Commission of the City of Warrenton, Oregon this 12th day of July, 2016

Mark Kujala, Mayor

ATTEST:

Linda Engbretson,
City Manager Pro Tem

"Making a difference through excellence of service"



**CITY OF WARRENTON
PUBLIC WORKS**

Agenda Item 6-E

Agenda Item Memorandum

TO: The Honorable Mayor and Members of the Warrenton City Commission
Linda Engbretson, City Manager Pro tem

From: Jim Dunn, Public Works Director

Date: July 12, 2016

Subj: Managing Oregon Resources Efficiently {MORE} Intergovernmental Agreement Contract

Summary:

The Oregon Revised Statute recognizes the need for governmental agencies to pool public resources periodically to expedite projects and remedy staffing limitations. The City of Warrenton Public Works Department requires services that are available through Intergovernmental Agreements for maintenance of City Facilities and Infrastructure. The Managing Oregon Resources Efficiently {MORE} IGA was developed by Marion County as a general multi-agency agreement that allows Oregon's public agencies to exchange resources, services, and invoices, and allows participating agencies a more efficient way of coordinating with one another. This agreement has no lead agency, no expiration date, no financial burden, and can be terminated at any time. Currently over 50 agencies participate in this agreement.

Public works is requesting that the City Commission approve the addition of the Managing Oregon Resources Efficiently {MORE} Intergovernmental Agreement Contract as a qualified pool to the City's list of approved procurement agencies to facilitate and establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities

Recommendation

Staff recommends the following motions;

"I move to approve the addition of the Managing Oregon Resources Efficiently {MORE} Intergovernmental Agreement Contract to the City's list of approved procurement agencies.

Alternative

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

Fiscal Impact

No fiscal impact.

Approved by City Manager:

Linda Engbretson

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

MANAGING OREGON RESOURCES EFFICIENTLY {MORE}

INTERGOVERNMENTAL AGREEMENT for resources and services

This Agreement is made between the SIGNED PARTIES pursuant to the authority provided by ORS Chapter 190 and shall be referred as the **MORE-IGA** {Managing Oregon Resources Efficiently Intergovernmental Agreement} ("AGREEMENT").

WHEREAS:

1. Each **PARTY** owns certain equipment and materials, and provides services that may be useful to another **PARTY** for public works, municipal, transportation, engineering, construction, operations, maintenance, service districts, emergency management and related activities; and
2. The **PARTIES** agree that sharing equipment, materials, and services promotes the cost-effective and efficient use of public resources; and
3. The **PARTIES** desire to enter into this **AGREEMENT** to establish procedures for sharing equipment, materials, resources, and services, and defining legal relationships and responsibilities. Therefore, in consideration of the mutual covenants herein, it is

AGREED:

1. The **PARTIES** shall make available to each other vehicles, equipment, machinery, materials, related items ("**EQUIPMENT OR MATERIALS**") and/or services in the manner and on the terms and conditions provided herein. The **PARTY** supplying the services or the **EQUIPMENT OR MATERIALS** shall be designated as the "**PROVIDER**" herein. The **PARTY** receiving the services or assuming the use of **EQUIPMENT OR MATERIALS** shall be designated as the "**USER**" herein.
2. A cost estimate for specific services will be supplied by the **PROVIDER** at the request of the **USER**. Service **PROVIDERS** shall maintain an accurate cost accounting system, track expenditures and provide monthly billing to **USER**. Unless other arrangements are agreed upon by the **PARTIES**, **PROVIDER'S** invoices will be paid by **USERS** in full within thirty (30) days of billing.
3. **EQUIPMENT OR MATERIALS** and/or services shall be provided upon reasonable request at mutually convenient times and locations. The **PROVIDER** retains the right to refuse to honor a request if the **EQUIPMENT OR MATERIALS** are needed for other purposes, if providing the **EQUIPMENT OR MATERIALS** would be unduly inconvenient, or if for any other reason, the **PROVIDER** determines in good faith that it is not in its best interest to provide a particular item at the requested time. **EQUIPMENT OR MATERIALS** shall be returned immediately at **PROVIDER'S** request.
4. The **USER** receiving the **EQUIPMENT OR MATERIALS** shall take proper precaution in its operation, storage and maintenance. **EQUIPMENT OR MATERIALS** shall be used only for its intended purpose. The **USER** shall permit the **EQUIPMENT OR MATERIALS** to be used only by properly trained, properly licensed, and supervised operators. The **USER** shall be responsible for **EQUIPMENT OR MATERIALS** repairs necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items (i.e., milling machine teeth, etc.). The **USER** shall not be responsible for scheduled preventive maintenance (**P.M.**) unless **EQUIPMENT OR MATERIALS** hours used exceeds the **P.M.** schedule periods and has been agreed by the **PROVIDER**. The **USER** shall perform and document required written maintenance checks prior to and after use and shall provide routine daily maintenance of **EQUIPMENT OR MATERIALS** (i.e., fluid checks, lubricating, etc.) during the period in which the **EQUIPMENT OR MATERIALS** is in **USER'S** possession.
5. **PROVIDER** shall endeavor to provide **EQUIPMENT OR MATERIALS** in good working order and to inform **USER** of any information reasonably necessary for the proper operation of the **EQUIPMENT OR MATERIALS**. The **EQUIPMENT OR MATERIALS** are provided "as is", with no representation or warranties as to its condition or its fitness for a particular purpose. **USER** shall be solely responsible for selecting the proper **EQUIPMENT OR MATERIALS** for its needs and inspecting **EQUIPMENT OR MATERIALS** prior to use. It is acknowledged by the **PARTIES** that the **PROVIDER** is not in the

business of selling, leasing, renting or otherwise providing EQUIPMENT OR MATERIALS to others, and that the PARTIES are acting only for their mutual convenience and efficiency.

6. The PARTIES shall provide EQUIPMENT OR MATERIALS storage to each other, at no charge, upon request when mutually convenient. It is recognized that such storage is for the benefit of the PARTY requesting it. The PARTY storing the EQUIPMENT OR MATERIALS shall be responsible for providing a reasonably safe and secure area and not responsible nor liable for theft or damage.
7. The PROVIDER may require, in its sole discretion, that only PROVIDER'S personnel operate EQUIPMENT OR MATERIALS. In so doing, PROVIDER shall be deemed an independent contractor and PROVIDER'S employees shall not be deemed employees of USER. The PROVIDER'S operator shall perform under the general direction and control of the USER, but shall retain full control over the manner and means of using the EQUIPMENT OR MATERIALS.
8. For the purposes of this AGREEMENT, the PARTIES are independent contractors. Nothing herein shall alter the employment status of any workers providing services under this AGREEMENT. Such workers shall at all times continue to be subject to all standards of performance, disciplinary rules and other terms and conditions of their employer. No USER shall be responsible for the direct payment of any salaries, wages, compensation or benefits for PROVIDER'S workers performing services to USERS under this AGREEMENT.
9. Each PARTY shall be solely responsible for its own acts and those of its employees and officers under this AGREEMENT. No PARTY shall be responsible or liable for consequential damages to another PARTY arising out of providing or using EQUIPMENT OR MATERIALS or services under this AGREEMENT. PROVIDERS requiring that their personnel operate EQUIPMENT OR MATERIALS shall, within limits of the Oregon Constitution and the Oregon Tort Claims Act, hold harmless, indemnify and defend the USER, its officer, agents and employees from all claims arising solely by reason of any negligent act by persons designated by PROVIDER to operate EQUIPMENT OR MATERIALS. Notwithstanding the above, the USER shall bear sole responsibility for ensuring that it has the authority to request the work, for its designs and for any representations made to the PROVIDER regarding site conditions or other aspects of the project. The PROVIDERS of the EQUIPMENT OR MATERIALS shall adequately insure the EQUIPMENT OR MATERIALS or provide self-insurance coverage.
10. Any PARTY may terminate its participation by providing thirty (30) days written notice to the other PARTIES. Any amounts due and owing by a terminating PARTY shall be paid within thirty (30) days of termination.
11. Nothing herein shall be deemed to restrict authority of any of the PARTIES to enter into separate agreements governing the terms and conditions for providing EQUIPMENT OR MATERIALS or services on terms different than specified herein.
12. Any **OREGON PUBLIC ENTITY** may become a PARTY to this AGREEMENT. Each PARTY in accordance with the applicable procedures of that PARTY shall approve this AGREEMENT. This AGREEMENT will be executed separately by each PARTY and shall be effective as to each PARTY and binding among all the PARTIES that have signed this AGREEMENT on the date of execution and sending a copy of the signed AGREEMENT to the **CONTRACT ADMINISTRATOR**. The current **CONTRACT ADMINISTRATOR** is:

Don Newell, Marion County Public Works, 5155 Silverton Road NE, Salem, Oregon 97305
Telephone: 503.365.3129, e-mail: DNewell@co.Marion.or.us

A new CONTRACT ADMINISTRATOR may be named at any time with the approval of a majority of the PARTIES.

13. This AGREEMENT may be amended by written amendment signed by all of the PARTIES.

- end of the AGREEMENT narrative -

*Final MORE-IGA narrative revision date: **March 5, 2013** (no changes or additions are allowed to the above)*

MORE-IGA SIGNATURE PAGE

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

IN THE WITNESS WHEREOF, the PUBLIC ENTITY _____ (PARTY) has caused this AGREEMENT to be executed by its duly authorized representatives as the date of their signatures below:

_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Officer	_____ Date	_____ Officer's title
_____ Signature of Counsel	_____ Date	_____ Counsel's title

Name & title of the AGENCY'S IGA OVERSEER: _____
Address: _____ _____
Office Phone: _____ Cell Phone: _____
E-mail: _____

<i>Optional:</i> Name & title of Agency's 2 nd Contact: _____
Office Phone: _____ Cell Phone: _____
E-mail: _____

1. Mail the **original signed MORE-IGA SIGNATURE PAGE** (this page – *actual hard copy page*) to:
Don Newell, CONTRACT ADMINISTRATOR for distribution to member agencies.
Marion County, 5155 Silverton Road NE, Salem, Oregon 97305 e-mail: DNewell@co.Marion.or.us
Telephone: 503.365.3129 MORE-IGA web site: <http://www.MOREoregon.com>
2. Retain a 2nd **original signed MORE-IGA SIGNATURE PAGE** for your records (a total of 2-sets are required).
3. Send additional agency staff contacts' e-mail addresses to the above CONTRACT ADMINISTRATOR.
4. Copy other PARTIES' **MORE-IGA SIGNATURE PAGES** for your agency's records from the above MORE-IGA web site.



INSTRUCTIONS FOR THE MORE-IGA

(MANAGING OREGON RESOURCES EFFICIENTLY INTERGOVERNMENTAL AGREEMENT)

"Doing MORE with less!"

The following is directed to officials of local and state governments that may want to participate in the accompanying **MORE-IGA** [AGREEMENT]. There are four pages to the MORE-IGA:

- The MORE-IGA narrative – pages 1-2
 - **MORE-IGA SIGNATURE PAGE** – page 3
 - **INSTRUCTIONS FOR THE MORE-IGA** (this page) – page 4
- a. The purpose of the MORE-IGA is for to exchange EQUIPMENT OR MATERIALS or services between OREGON PUBLIC ENTITIES.
 - b. All PARTIES, who sign the AGREEMENT, must honor the AGREEMENT entirely.
 - c. Each PUBLIC ENTITIES shall identify an AGENCY'S IGA OVERSEER which will process, file and will receive and maintain IGA documents.
 - d. Don Newell of Marion County has agreed to act as the CONTRACT ADMINISTRATOR. The CONTRACT ADMINISTRATOR will notify all the AGENCY'S IGA OVERSEERS for all PARTIES. The CONTRACT ADMINISTRATOR will not resolve any disputes of the AGREEMENT PARTIES, nor would Marion County or its employees be liable for any damages sought between any two other PARTIES.
 - e. Each new PARTY shall execute the **MORE-IGA SIGNATURE PAGE** in two original sets: One shall be filed with the CONTRACT ADMINISTRATOR for approval, filing and distribution, and the second for the PARTY entity's records.
 - f. Each AGENCY'S IGA OVERSEER will receive digital copies of the **MORE-IGA SIGNATURE PAGE** from the web site: <http://www.MOREoregon.com> for their records. The CONTRACT ADMINISTRATOR will directly inform the AGENCY'S IGA OVERSEERS of new Agencies signers by e-mail.
 - g. After the signature and approval process is completed, any PARTY may directly approach any other PARTY for exchange of equipment, materials, resources, and services. There is no need to coordinate requests amongst other PARTIES or with the CONTRACT ADMINISTRATOR.
 - h. It is important to note paragraph 3 (page 1): "The PROVIDER retains the right to refuse to honor a request".
 - i. The CONTRACT ADMINISTRATOR maintains two-e-mail lists: 1) Each PUBLIC ENTITIES' AGENCY'S IGA OVERSEERS; 2) other PUBLIC ENTITIES' staff that want to be informed of MORE members' news, announcements, and activities. MORE members will schedule and host meetings 3-times a year to discuss joint issues.
 - j. An optional 2nd agency contact person can identify on the **MORE-IGA SIGNATURE PAGE** which will also receive direct ongoing correspondence of MORE's activities or of its members.
 - k. The IGA, list of PUBLIC ENTITIES with agencies' contacts, digital file copies of **MORE-IGA SIGNATURE PAGES**, meeting announcements, and members' news are found on <http://www.MOREoregon.com>

Questions or concerns may be addressed to:

Don Newell, CONTRACT ADMINISTRATOR.

Marion County, 5155 Silverton Road NE, Salem, Oregon 97305

Telephone: 503.365.3129;

e-mail: DNewell@co.Marion.or.us

History: An original joint agency IGA for shared services was originally signed by Multnomah County, the City of Gresham and Oregon Department of Transportation in 1996. By the provision of a 1999 ADDENDUM, other parties agreed to sign the agreement. The IGA was revised in July 2002 and was named PMAT-IGA (PORTLAND METROPOLITAN AREA TRANSPORTATION CO-OPERATIVE INTERGOVERNMENTAL AGREEMENT) with 33-signing agencies. In February 2013 the MORE-IGA, with a more statewide focus, was crafted in tandem to eventually replaced PMAT-IGA.

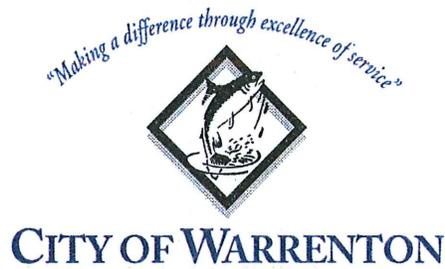
A second ODOT IGA (OMAT), which allows agencies work with ODOT, can be obtained by contacting:

Rita Gill, OMAT Administrator, Oregon Department of Transportation, Region 1-Contracts & Agreements Unit;

123 NW Flanders Street, Portland, OR 97209-4012;

Telephone: 503-731-8548; e-mail: Syreeta.Gill@ODOT.state.or.us

6-F



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Manager Pro Tem
DATE: July 12, 2016
SUBJ: Consideration of Engagement of Outside Legal Services

SUMMARY

This item has been placed on the Agenda for your consideration to engage outside counsel to oversee a fact finding and technical review of the 8th Street Dam. We requested the firm of Bullard Law prepare a Scope of Work to present to you (attached). The Scope of Work outlines fees for outside counsel only. You should be aware additional fees for outside "experts" will likely be incurred. Finance Director April Clark will be available to address budgetary concerns/questions.

RECOMMENDATION/SUGGESTED MOTION

If the Commission chooses to engage outside counsel the following motion is suggested.

" I move to authorize the engagement of Akin Blitz, Bullard Law, to oversee the compilation of factual documentation related to the 8th Street Dam as outlined in the Scope of Work presented."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

There is currently no budget for this work.

Approved by City Manager:

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

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

SCOPE OF WORK OUTSIDE COUNSEL REPRESENTATION

I. General Policies

- a. *Introduction.* This scope of work sets forth the City's expectations regarding services provided by Contractor ("Contractor" is sometimes referred to herein as either "outside counsel" and sometimes referred to herein as "you").
- b. *Confidentiality and rules of professional conduct.* The City expects you to maintain the confidentiality of all private information that you obtain from or concerning the City during your engagement. Outside counsel is expected to comply with applicable rules of professional conduct. Outside counsel will coordinate with the City Attorney and City staff as appropriate in furtherance of the Scope of Work but shall proceed independently consistent with the City Commission's desire to receive an objective, independent recap of events concerning the 8th Street Dam, assessment of the public interest and options and opportunities appropriate for consideration by the Commission.

II. Initial Steps and Analysis

- a. *Strategy Development.* As promptly as possible, outside counsel will develop a comprehensive strategy for the handling of the scope of work. Outside counsel shall modify or update the analysis when appropriate as the work progresses.
- b. *Preparation of budget.* Once the extent and nature of fact-finding is understood based upon the initial review, outside counsel will determine strategy and coordinate with the City Manager to formulate a budget estimate which the City Manager will provide to the Commission. The budget will include costs necessary for engineering, water rights, environmental and related consultation with appropriate experts. The budget will be updated in the event issues arise which likely will cause the anticipated legal fees and expert costs to vary significantly from those projected.
- c. *Exceeding budget.* Outside counsel will alert the City Manager and City Attorney if it appears, in the reasonable opinion of outside counsel, that the budget may be exceeded. The City Manager shall keep the City Commission informed.

III. Scope of Work

Outside Counsel is retained to oversee the compilation of factual documentation and a chronology of significant events related to the ownership, operation, de-commissioning, and removal of the 8th Street dam in the City of Warrenton and the impacts of that facility on properties located contiguous to the Skipanon River. Distrust of information which has been made public, uncertainty concerning what other information there may be, questions concerning engineering reports and the truth of matters related to the value of operating the dam and the consequences of its removal, and conflicts between the City and the Skipanon

Water Control District should be resolved with the fact finding report to the greatest extent possible.

Outside Counsel must necessarily rely on the cooperation of the City Engineer, City Planner, City Attorney and City Manager for access to and copies of City records related to the dam, and to provide insights and related background information. Outside Counsel is expected to engage engineering, surveyor, land records, public lands and waterway, and legal subject matter experts (including real estate and land use if needed) as Outside Counsel may deem necessary, including but not limited to West Consultants, Inc., Tetra Tech and an otherwise heretofore uninvolved engineering consultant if Outside Counsel determines such objectivity and a third opinion is necessary.

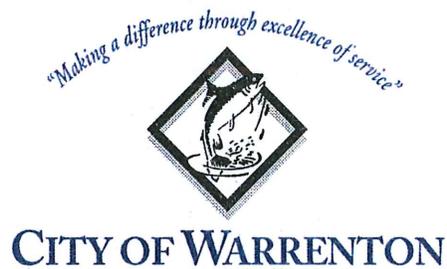
Opportunities and strategies which the City Commission should consider as options to protect the interests of the City of Warrenton, the public and the property owners contiguous to the Skipanon River will be identified in the fact finding report.

Outside Counsel shall, as an ancillary matter, promptly review the current public records requests and oversee the production of records responsive to such request(s) in support of the City Manager and City Recorder, including as necessary, retaining a computer forensic expert to search the electronic records of the City. Outside Counsel is expected to oversee and manage the process, rather than actually perform the work, and to approve any redactions. If the public records request(s) are deemed so broad as to warrant use of forensic tools, Outside Counsel and the City Attorney shall collaboratively determine what costs should be paid by the requestor and the extent to which the public interest or the interests of the City warrant records search at public expense.

IV. Fees and Billing

- a. *Hourly rates.* Outside counsel will bill at the following hourly rates:
 - i. Attorney name: Akin Blitz, Hourly rate: \$375.00
 - ii. Attorney name: Liani Reeves, Hourly rate: \$305.00
 - iii. Attorney name: Randi Ensley Hourly rate: \$260.00
 - iv. Paralegal name: Stephanie Page Hourly rate: \$235.00
 - v. Paralegal name: Kathy Lynn Hourly rate: \$225.00
 - vi. Paralegal name: Breeze Brenton Hourly Rate: \$175.00
- b. *Frequency of billing.* Statements must be submitted regularly, generally monthly, to the City Manager.
- c. *Contents of billing statements.* Bills should contain a full narrative description of the legal and other services performed by task, including the date of each task performed and the amount of time spent in doing so. Under each task, services may be listed by date and then by attorney or paralegal. Services should be appropriately described.

- d. *Increments.* Time for attorneys and paralegals should be billed in increments of one-tenth of an hour.
- e. *Preparation of billings.* The City will not pay for time in billing, preparing invoices or in responding to the City's inquiries concerning your invoices.
- f. *Outside counsel overhead.* The City will not be charged for the following costs, which are considered to be part of outside counsel's normal overhead and recovered through attorneys' billing rates:
 - i. Ordinary postage charges;
 - ii. Telephone calls;
 - iii. Word processing and secretarial services;
 - iv. Computer time, other than online legal research;
 - v. Charges for administrative time in opening files;
 - vi. Administrative or clerical services, including secretarial, docket, word processing, accounting, library or other clerical time;
 - vii. Markups on the cost of LEXIS, Westlaw or other search or computer data services;
 - viii. Other law firm staff services, such as proofreading and local staff messengers; and
 - ix. Meals except during attorney travel.
- g. *Photocopying.* Charges for photocopying will be reimbursed only at actual cost not exceeding 10 cents per page. Ordinarily, large copying jobs will be done by an outside service based on economies available.
- h. *Courier services.* Outside counsel will restrict the use of couriers and overnight delivery services to instances where rapid delivery is necessary and cannot be avoided by advance planning.
- i. *Direct payment.* Outside counsel will pay vendors and subcontractors and experts directly and include those payments on your bills. Costs and payments will be shown on Outside Counsel billing statements, and documentation will be retained and available to the City. Outside counsel may arrange with the City Manager for direct payment to an expert or subcontracting consultant if the charge is so large that outside counsel believes the City should pay it directly.



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, CMC, City Manager Pro Tem/City Recorder
DATE: July 12, 2016
SUBJ: Resolution 2467 – Intention to Appoint a Manager

SUMMARY

Per the City of Warrenton Charter, the attached resolution shows the Commission's intent to appoint a new City Manager for an indefinite term. The Manager pro tem may not serve longer than four months. The intent is the Commission will appoint a new manager who will serve an indefinite term, at the pleasure of the Commission, within the four months.

RECOMMENDATION/SUGGESTED MOTION

" I move to adopt Resolution No. 2467; A Resolution of Intention to Appoint a Manager for the City of Warrenton."

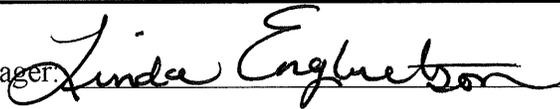
ALTERNATIVE

None recommended

FISCAL IMPACT

N/A

Approved by City Manager

A handwritten signature in cursive script, reading "Linda Engstrom", written over a horizontal line.

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

RESOLUTION NO. 2467

INTRODUCED BY ALL COMMISSIONERS

A RESOLUTION OF INTENTION TO APPOINT A MANAGER
FOR THE CITY OF WARRENTON

WHEREAS, Chapter V. Section 20(b) of the Warrenton Charter provides that upon any vacancy occurring in the office of manager, after the first appointment pursuant to this charter, the commission at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than four months after adopting the resolution, the commission shall appoint a manager to fill the vacancy.

WHEREAS, the Commission has appointed a Manager pro tem, per Chapter V. Section 20(e) of the Warrenton Charter; and

WHEREAS, the Manager pro tem may not hold the position longer than four months; and

WHEREAS, the City Commission is desirous of adopting a Resolution of Intention to appoint another manager to fill the vacancy;

NOW, THEREFORE, BE IT RESOLVED that the Warrenton City Commission intends to appoint another manager to act as the City Manager for an indefinite term within the requirements of the Warrenton City Charter, 1972, Amended May 21, 2013.

Adopted and made effective this 12th day of July, 2016.

APPROVED

Mark Kujala, Mayor

ATTEST

Linda Engbretson, CMC
City Manager Pro Tem/City Recorder

Warrenton Charter

Section 16. Proceedings to be Public. No action by the commission shall have legal effect unless the motion for the action and the vote by which it is disposed of take place at proceedings open to the public.

Section 17. Mayor's Functions at Commission Meetings. The mayor shall be chairman of the commission and preside over its deliberations. He shall have a vote on all questions before it. He shall have authority to preserve order, enforce the rules of the commission and determine the order of business under the rules of the commission.

Section 18. Vote Required. Except as this charter otherwise provides, the concurrence of a majority of the members of the commission present at a commission meeting shall be necessary to decide any question before the commission.

CHAPTER V

Powers and Duties of Officers

Section 19. Mayor. The mayor shall appoint the committees provided by the rules of the commission. He shall sign all records of proceedings approved by the commission. He shall have no veto power and shall sign all ordinances passed by the commission within three days after their passage. After the commission approves a bond of a city officer or a bond for a license, contract or proposal, the mayor shall endorse the bond.

Section 20. City Manager.

- (a) Qualifications. The city manager shall be the administrative head of the government of the city. He shall be chosen by the commission without regard to political considerations and solely with reference to his executive and administrative qualifications. He need not be a resident of the city or of the state at the time of his appointment. Before taking office, he shall give a bond in such amount and with such surety as may be approved by the commission. The premiums on such bond shall be paid by the city.
- (b) Term. The manager shall be appointed for an indefinite term and may be removed at the pleasure of the commission. Upon any vacancy occurring in the office of manager, after the first appointment pursuant to this charter, the commission at its next meeting shall adopt a resolution of its intention to appoint another manager. Not later than four months after adopting the resolution, the commission shall appoint a manager to fill the vacancy.
- (c) Powers and duties. The powers and duties of the manager shall be as follows:

Warrenton Charter

- (1) He shall diligently discharge his official duties, attend all meetings of the commission unless excused therefrom by the commission or the mayor, keep the commission advised at all times of the affairs and needs of the city, and make reports annually or more frequently if requested by the commission, of all affairs and departments of the city.
 - (2) He shall see that all ordinances are enforced and that the provisions of all franchises, leases, contracts, permits and privileges granted by the city are observed.
 - (3) The manager shall appoint and may remove appointive city officers and employees except as this charter otherwise provides, and shall have general supervision and control over them and their work with power to transfer an employee from one department to another. He shall supervise the departments to the end of obtaining the utmost efficiency in each of them. He shall have no control, however, over the commission or over the judicial activities of the municipal judge unless acting as such.
 - (4) He shall act as purchasing agent for all departments of the city.
 - (5) He shall be responsible for preparing and submitting to the budget committee the annual budget estimates and such reports as that body requests.
 - (6) He shall supervise the operation of all public utilities owned and operated by the city and shall have general supervision over all city property.
- (d) Seats at commission meetings. The manager and such other officers as the commission designates shall be entitled to sit with the commission but shall have no vote on questions before it. The manager may take part in all commission discussions.
- (e) **Manager pro-tem.** Whenever the manager is absent from the city, is temporarily disabled from acting as manager, or whenever his office becomes vacant, the commission shall appoint a manager pro-tem, who shall possess the powers and duties of the manager. No manager pro-tem, however, may appoint or remove a city officer or employee except with the approval of three-fourths of the members of the commission. **No manager pro-tem shall hold his position as such or more than four months, and no appointment of a manager pro-tem shall be renewed.**
- (f) **Interference in administration and elections.** No member of the commission shall directly or indirectly, by suggestion or otherwise, attempt to exact any promise relative to any appointment from any candidate for manager. Except while in a commission meeting open to the public, no member of the commission shall directly or indirectly, by suggestion or otherwise, attempt to influence in any way the manager in the making of any appointment or removal of any officer or employee or in the purchase of supplies; or discuss directly or indirectly with him the matter of specific appointments to any city office or employment. A violation of the foregoing provisions of this section shall forfeit the office of the offending member of the commission. Nothing in this section shall be construed, however, as prohibiting the