

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING

August 14, 2018 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. Commission Work Session Minutes – 6.26.18
- B. Commission Regular Meeting Minutes – 7.24.18
- C. Community & Economic Development Dept. Quarterly Report – April – June 2018

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

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

6. **PUBLIC HEARINGS**

- A. Development Code Amendment (DCA: 18-3) – Ordinance No. 1221

7. **BUSINESS ITEMS**

- A. Consideration of Disaster Preparedness Event
- B. Consideration of Approval - LSTA Library Grant Agreement

- C. Consideration of Utility Right-of-Way License Assignment – CoastCom Inc.
- D. Consideration of Determination of Nuisance – 180 2nd Street
- E. Deliberation: Spur 104 Zone Change (DCA: 18-2)
- F. Consideration of USACE Support Letter – Skipanon River Study Funding

8. DISCUSSION ITEMS

- A. Enforcement of Ordinances – Feeding of Wildlife and Camping
- B. Establishing Fines for Failure to Pull ROW Permit
- C. Wetlands and Buildable Lands Inventory

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

3-A

MINUTES
Warrenton City Commission
WORK SESSION – June 26, 2018
5:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, Or 97146

Mayor Balensifer called the meeting to order at 5:04 p.m.

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

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Community Development Director Kevin Cronin, Finance Director April Clark, Public Works Operations Manager Kyle Sharpsteen, Fire Chief Tim Demers, City Attorney Spencer Parsons, and Deputy City Recorder Dawne Shaw

Scott Vanden Bos, from Elaine Howard Consulting stated their firm was hired by the City in 2017 to review the Urban Renewal Plan. In their review, they noticed the district has significantly over performed in terms of TIF revenues. He stated the over projections allowed for formal debt to be incurred earlier than expected. Mr. Vanden Bos stated maximum indebtedness will essentially be reached by FYE 2020, and from that point on the district will reach a dormant state and will no longer be able to complete projects, and will only collect to pay debt service. He noted there are two types of amendments in urban renewal plans; the first is a minor amendment, which is project updates or updates to fix outdated language. He stated the consulting firm is recommending at least a minor amendment be done, because project priorities have shifted. A minor amendment is a simple process that would take weeks to complete, and would be adopted by resolution. He stated a major amendment would be an increase in indebtedness, which would be needed to fix the issue of becoming dormant after FYE 2020, and would allow the district to still complete projects. An increase in maximum indebtedness is a more complicated process and would require the same process as the initial creation of the urban renewal district, and then adopted by ordinance. He noted this option would take 4-6 months. He explained maximum indebtedness increase, and noted there are two levels of maximum indebtedness increase - up to 20% of the original maximum indebtedness, as adjusted for inflation, without approval of other taxing districts; an increase of over 20% would require special approval called "concurrence." Mr. Vanden Bos explained concurrence as outlined in the packet material. He noted a \$5,300,000 increase with concurrence will still maintain the original sunset date of 2027. Discussion continued. Mr. Vanden Bos explained the process for a substantial amendment and the next steps. He stated with the performance and the conservative nature of a 20 year district, it would make sense to increase the maximum indebtedness.

Discussion continued. Mayor Balensifer asked about the possibility of a boundary adjustment; Mr. Vanden Bos noted anything above a 1% increase of the current boundary is a major amendment, and you can only adjust up to 20% of the original boundary, and brief discussion followed. Mr. Vanden Bos noted some cities have more than one urban renewal district. Mayor Balensifer suggested increasing by \$5,300,000, and then in 10 years begin discussing the creation of a Hammond district, including the marina. Brief discussion continued and there was consensus on concurrence with a \$5,300,000 increase, without extending the sunset date. City Manager Engbretson clarified the agency can start moving forward with minor amendments – language updates and plan cleanup.

There being no further business Mayor Balensifer adjourned the work session 5:41 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, Deputy City Recorder

3-B

MINUTES
Warrenton City Commission
Regular Meeting – July 24, 2018
6:00 p.m.
Warrenton City Hall - Commission Chambers
225 S. Main
Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 6:00 p.m. and led the public in the Pledge of Allegiance.

Commissioners Present: Mayor Henry Balensifer, Mark Baldwin, Tom Dyer, Pam Ackley, and Rick Newton (arrived at 6:12 pm)

Staff Present: City Manager Linda Engbretson, City Attorney Spencer Parsons, Fire Chief Tim Demers, Community Development Director Kevin Cronin, Public Works Operations Manager Kyle Sharpsteen, and Deputy City Recorder Dawne Shaw

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

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

COMMISSIONER REPORTS – None

PUBLIC COMMENT – None

PUBLIC HEARINGS –

Mayor Balensifer opened the public hearing on the Spur 104 Zone Change (DCA: 18-2). Formalities followed and no conflicts of interest were reported. Community Development Director Kevin Cronin presented his staff report. He stated this is the first of two hearings; and noted this is a city initiated zone change. The change would be from lower density residential to commercial mixed use, which achieves the Commission’s goal of creating more work force housing opportunities. He noted the revised map proposal given to the Commission, which outlines the wetlands, owned by ODOT, and is proposing to change it to OSI – Open Space Institutional. He noted this zone change has been discussed among neighbors for some time. Mr. Cronin stated Ken Yuill is a property owner in the area and has been leading the efforts and thanked him for providing him a tour of the site. He noted the need for a revised traffic report and stated it has been provided to the Commission for their review, along with a memo that addresses the Ensign intersection. He stated there was testimony at the Planning Commission hearing regarding concerns of increased traffic at that intersection. Mr. Cronin stated the Planning Commission recommended moving forward; and staff recommends an open hearing, and to continue until August 14th to allow additional testimony and time for consideration. Mike

Morgan, Planning Consultant stated he was hired by the city to review the zone change. He noted it is straight forward; the property is approximately 20 acres, includes mostly low density residential and about 3 acres of light industrial property on the north end. He noted at the Planning Commission hearing, it was suggested to rezone the ODOT wetlands area to open space, (OSI) and the new map reflects that change. Mr. Morgan noted the surrounding area is rapidly developing and this area is an island of underutilized property and is a unique parcel that could develop into high density housing under the CMU zone, which could provide affordable housing for the community. He noted there is no access from Hwy 101, so all access would be from the undeveloped side streets onto Spur 104. Mr. Morgan recommended continuing the hearing to review the revised traffic study, and the Ensign Lane intersection. Mayor Balensifer asked for public comment. (Commissioner Newton arrived at 6:12 pm) Mr. Bob Harn spoke in favor of the zone change and noted the need for affordable homes. He stated this will allow higher density for more housing. Mr. Dave Short spoke in favor of the zone change, noting it is a win/win for the city, the property owners, the public and potential businesses. Mr. Joe Pavelec also spoke in favor of the zone change. No one spoke in opposition. Mayor Balensifer noted the newly received traffic report, and stated no one has had a chance to read it yet. He also stated at the CEDR board meeting, that all municipalities have noticed a problem with increased traffic in Warrenton. He noted two traffic studies have said that development would have no traffic impact; however that is not the reality. He asked what staff had to say about the traffic study. Mr. Cronin stated the findings behind the traffic study are really focused on the Ensign intersection, and explained alternative mobility standards in the draft Transportation System Plan (TSP). He noted in the draft TSP, which would come before the Commission in the fall, there will be an addition of a left turn lane heading from Ocean Crest onto Ensign. There being no further comments, Mayor Balensifer closed the public hearing. He stated since the Commission has just received the traffic study, he is not comfortable voting at this time, and feels traffic needs to be weighed in on this development. Brief discussion followed and the consensus was to postpone the vote until next meeting. Commissioner Newton noted for the record he is friends with one of the affected property owners, Ken Yuill. No conflict of interest was determined.

Commissioner Dyer made motion to table the Spur 104 Zone change until the next Commission meeting. Motion was seconded and passed unanimously.

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

Mayor Balensifer opened the public hearing on the Crites Wetland Hardship Variance Appeal (File No. AP 18-2). Formalities followed and Mayor Balensifer noted he received a phone call from the appellant and he suggested that she provide her comments at the meeting or in writing. There were no objections from the Commission regarding ex parte contact, and no conflicts of interest were reported. Community Development Director Kevin Cronin presented his staff report, noting this is a continuance from the June 26, 2018 appeal hearing. He noted staff has not received any new evidence from the appellant; however there is new evidence from the respondent/original applicant, Mr. Crites in the packet. Mr. Cronin noted the appellant, Mr. Terry Ager is not able to attend due to a family emergency and had asked for a delay of the hearing. The respondent has requested the hearing continue. Staff did receive a waiver of the 120-day rule as requested at the last hearing. Mayor Balensifer noted for the record, per the

public comment card, the appellant's wife is in attendance on his behalf, and there were no objections to move forward. Commissioner Newton asked for clarification on the Planning Commission's seven conditions. Mr. Cronin read the conditions as presented in the June 26, 2018 commission meeting packet. Discussion followed on half-street improvements and wetland hardship variance criteria. Mr. Crites gave a brief presentation and noted the appellant's statement in the notice of appeal. He stated there have been two months of deliberations by the Planning Commission, two Planning Commission hearings, and Planning Commission approval. There have been two recommended denials of this appeal by the Planning Director and there has been a review of the impact study by the city's engineer of record. The Engineer of Record has concurred this project can be designed without impact to the neighbors. He asked the commission if they see specific evidence that proves and supports the statement in the notice of appeal, to state it in the public hearing. He stated he has tried to accommodate the city and will continue to do so. Mr. Crites stated the bottom line is the appellant's picture of flooding is the only evidence; and noted he has provided engineering markup of the street, and stated it would take much larger event than a 100 year event to have an impact. He noted there is no data, no analysis and no details provided by the appellant to back up the picture of flooding in the appellant's testimony. Mayor Balensifer asked for public comment. No one spoke in favor. Curtis Rutherford spoke in opposition, stating flooding happens every year, and noted the need to keep wetlands so there is somewhere for water to go. Ms. Nancy Ager, the appellant's wife presented documents for the record, noting included signatures from property owners in the affected area. Ms. Ager stated flooding has happened in the past and is possible in the future. She stated Morgan Civil Engineering provided Mr. Crites with an impact study, which he elected not to use and got a new impact study. Morgan Civil Engineering suggested that Mr. Crites not fill but build on the lot using an alternate pattern. She noted they support this study and are in favor of not filling, but using other options for construction. Ms. Ager stated the likelihood of flooding is a concern of the local property owners. She stated that if Mr. Crites submits additional information as a rebuttal of the comments from the June 26, 2018 City commission meeting, they would like the city to consider granting additional time for them to review the information. She noted the collected signatures and stated the individual property owners are seeking a no risk certificate from the City Commission if this hardship variance is approved as is; they would like the City Commission to take responsibility and protect them if this should cause property damage if this fill is allowed. Mr. Crites rebutted, noting the statements regarding the engineering reports are inaccurate. He stated he sees no adequate evidence, and requested the Commission deny the appeal. There being no further comments, Mayor Balensifer closed the public hearing. Commissioner Newton asked for clarification on the appeal process. Discussion followed on concerns with building on fill. Mayor Balensifer stated he would be comfortable with denying the appeal with adding conditions - using a construction method without fill. Discussion continued on balanced cut and fill, and elevation changes. Consensus was to deny the appeal and approve the application with Planning Commission conditions, and an additional condition that balanced cut and fill is based upon common elevation in the neighborhood, with zero gain elevation with the surrounding properties.

Commissioner Baldwin made the motion to deny the appeal and approve the application with conditions as stated in the Planning Commission's approval, and add a condition to allow for development of the site, provided there is common elevation within the

neighborhood that is designated, and that the development does not exceed that common elevation. Motion was seconded and passed unanimously.

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

BUSINESS ITEMS –

City Manager Linda Engbretson stated Mr. Cronin’s contract went on a little longer than intended and has exceeded her signing authority. She noted she is very happy he is now under employment of the City of Warrenton. She is requesting authorization to amend his Professional Services contract in the amount of \$4,063.16.

Commissioner Baldwin made motion to the authorize the amendment to the Professional Services contract with West Coast Cronin Clan, Co., in the amount of \$4,063.16. Motion was seconded and passed unanimously.

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

The Commission discussed the LOC legislative agenda for the 2019 session. Consensus on their top 4 priorities was: 1) PERS Reform; 2) Safe Routes to School Match; 3) City Comparability for Compensation; and 4) Waste Water Technical Assistance Program. City Manager Engbretson stated she will submit the priorities on behalf of the city.

City Manager Engbretson presented two amendments to agreements related to the Pacific Coast Seafood rebuild project; 1) Between City and Oregon Business Development Department (OBDD) – increasing grant amount from \$150,000 to \$650,000; 2) Between City and Pacific Coast Seafood for Disbursement of additional OBDD Grant funds. She stated additional money has been made available from the state to help with their rebuild. The additional \$500,000 requires amendments to these two agreements. Ms. Engbretson noted legal counsel prepared the amendment between the City and Pacific Coast Seafood, and has reviewed the amendment between the City and State. Commissioner Baldwin noted for the record a potential conflict of interest and stated he will abstain from voting on both amendments.

Commissioner Newton made the motion to authorize the Mayor’s signature on Amendment Number 1 of the Intergovernmental Grant Agreement between City and OBDD, Project Number RS1612. Motion was seconded and passed unanimously.

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

Commissioner Ackley made the motion to authorize the Mayor’s signature on the Amendment for Disbursement of Proceeds from OBDD Grant, between the City and Pacific Coast Seafoods Company. Motion was seconded and passed unanimously.

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

DISCUSSION ITEMS – None

GOOD OF THE ORDER –

Commissioner Ackley gave an update on Warrenton Hammond Healthy Kids and their backpack program, noting they provided over 6,579 food backpacks this past schoolyear, which included 2 breakfasts, 2 dinners and 4 snacks along with fresh produce in each backpack. She noted the school district has 66 students classified as homeless. They were able to provide the backpacks by donations from the community, and a long standing relationship with the regional food bank, and the recent grant from Walmart of \$5,000. She stated there is a Hammond Marina Task Force next Friday, at 3:00; Commissioner Newton noted he will attend.

City Manager Engbretson noted the previous concerns about the striping on Neptune, and stated the city has contacted ODOT, and put out a request for bid to get the striping done. She also noted at the next meeting, the Commission will begin to receive a quarterly report from the Community Development Department. She reminded the Commission of the registration deadline for the LOC conference; and suggested moving the task force work session to September. Ms. Engbretson asked for clarification on the August 14th work session with Clatsop Behavioral Health for an update on the Respite Center; Mayor Balensifer asked her to tentatively set it. Ms. Engbretson noted one more item – instead of scheduling a work session on land use fees, she will bring it back as a discussion item at the next meeting.

City Attorney Spencer Parsons noted he is working with Community Development Director Kevin Cronin regarding some of the nuisance issues. He noted he has provided written direction regarding removal of junk vehicles from private property.

Mayor Balensifer mentioned the Economic Vitality Roadmap community meeting August 20th at 5:30, and he encouraged the public to attend. He also noted a discussion item for another meeting – a concept of annexation of more land towards District 11. He stated it would be a great way to take wetlands off of buildable lands inventory and give those property owners wetland credit. Consensus was to add as discussion item for another meeting.

There being no further business, Mayor Balensifer adjourned the regular meeting at 7:54 p.m.

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, City Recorder

**Community & Economic Development Department Quarterly Report
April – June 2018**

3-C

Development Review	Date	Activity
Permit Report		<ul style="list-style-type: none"> • FY 17-18 Annual Revenue: \$22,332
Type 2: Admin		<ul style="list-style-type: none"> • SPR 18-2: Wendy's • LP 18-2: Land Partition: Forest Rim
Type 3: Public Hearings Planning Commission	04/12 05/10 06/14 07/12 09/13	<ul style="list-style-type: none"> • V 15-4: Crites Public Hearing • CUP 18-2: Adelman ADU • Crites Continuance / TSP Work Session • DCR 18-2: Spur 104 Rezone • DCR 18-3: Housekeeping Amendment • CUP 18-2 Castro/Coastal Maintenance & Plumbing • CUP 14-1 Fisherman's Storage (Leitch)-
Type 4: Legislative City Commission	05/08 06/26 08/14 08/28	<ul style="list-style-type: none"> • DCR 18-1: Floodplain Ordinance • Crites Appeal • Fee Resolution Work Session • Short-term Rental Work Session • Spur 104 Rezone – Hearing Continuance • Housekeeping Amendment Public Hearing • Landscaping Bid Docs
Code Enforcement		
238 S Main Ave		<ul style="list-style-type: none"> • Closed
1062 NW Warrenton Dr		<ul style="list-style-type: none"> • Closed
726 E Harbor Dr		<ul style="list-style-type: none"> • Closed
615 S Main Ave		<ul style="list-style-type: none"> • Closed
485 N Main Ave		<ul style="list-style-type: none"> • Closed
71 Alt Highway 101		<ul style="list-style-type: none"> • Closed: Nuisances; Building Codes: Open
719 S Main Ave		<ul style="list-style-type: none"> • Junk, junk car; owner hiring cleanup crew
925 E Harbor Dr		<ul style="list-style-type: none"> • House demolished; debris remains
228 S Main Ave		<ul style="list-style-type: none"> • Debris cleaned up; junk cars remain
1339 NW Warrenton Dr		<ul style="list-style-type: none"> • Fannie Mae owned; cleanup crew hired
Projects		
Development Review	06/06	<ul style="list-style-type: none"> ▪ Submitted development review recommendations ▪ Implemented weekly pre-app meeting (Wed @11 am) ▪ Developed project tracking sheet
RDI Road Map		<ul style="list-style-type: none"> ▪ Provided counsel to City Manager
FIRM Update		<ul style="list-style-type: none"> ▪ CC Approved
Traffic		<ul style="list-style-type: none"> ▪ Investigate 4 way stop @ OR 104 intersection ▪ Implement Ensign Ln "Do Not Block" intersection ▪ Monitor County improvements on Ensign Ln
Downtown Task Force		<ul style="list-style-type: none"> ▪ Audited Downtown Plan and prioritized projects
URA Program		
Landscaping		<ul style="list-style-type: none"> ▪ Worked w Pacific Power/ODOT; updated advisory committee; prep bid package
URA Plan Amendment Storefront Program		<ul style="list-style-type: none"> ▪ Briefed WURA (Elaine Howard Consulting) ▪ Develop new marketing campaign and relaunch
Economic Development		
Fort George Warehouse Port of Astoria		<ul style="list-style-type: none"> ▪ Worked with County on mitigation plan ▪ Business development/recruitment

Community & Economic Development Department Quarterly Report April – June 2018

ADMIN		
Professional Development Communications Strategy	July	<ul style="list-style-type: none">NW CDI Training – Boise, IDSocial Media: FB & LinkedIn posts
GRANTS		
Transportation Growth Management Quick Response (Spur 104 Rezone)		Application on hold due to overdemand
MISCELLANEOUS		

6-A

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Kevin A. Cronin, Community Development Director
DATE: For Agenda of August 14, 2018
SUBJ: **Public Hearing:** Housekeeping Amendment (DCA: 18-3)

SUMMARY

The proposed "housekeeping amendment" is a city-initiated text amendment to the Development Code that will address three issues: 1) airport overlay zone update, 2) addition of two definitions, and 3) changes to the residential land use districts to allow accessory dwelling units as outright permitted uses. A more detailed policy discussion is contained in the Planning Commission staff report.

The Planning Commission held a required public hearing on June 14 and recommended approval. The only public testimony was submitted by Gary Kobes, Airport Manager for the Port of Astoria.

A legislative amendment to the Development Code requires a second public hearing with the City Commission. Public notice was published in *The Columbia Press*. No additional testimony has been submitted at the time of this report.

Enclosed is the following: 1) Staff report – June 7, 2018, 2) Airport Overlay Exhibits, and 3) Ordinance No. 1221 with **proposed** and ~~deleted~~ language.

RECOMMENDATION/SUGGESTED MOTION

Warrenton City Commission Agenda Summary
Housekeeping Amendment (DCA 18-3)
For Agenda of August 14, 2018

Based on the staff report, application, and exhibits presented to the Planning Commission, the record established by the Planning Commission in its review of Application DCA 18-3, and Agenda Summary for August 14, 2018 City Commission public hearing, I move to approve the first reading of Ordinance No. 1221, by title only, and schedule the second reading for August 28, 2018.

Title: Ordinance 1221, Introduced by All Commissioners, to Amend Warrenton Municipal Code (WMC) 16.12.010, Definitions, WMC 16.24.020, 16.24.030, 16.28.020, 16.28.030, 16.32.020, 16.32.030, 16.36.020, 16.36.030 Land Use Districts, and 16.92 Airport Operations Overlay District.

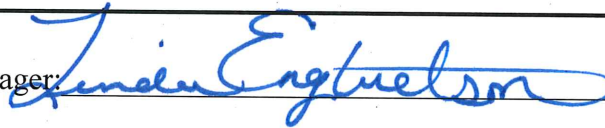
ALTERNATIVE

I move to continue the hearing until August 28 to allow additional evidence and public testimony and at such time will consider the application and any new evidence in the record.

FISCAL IMPACT

Not known at this time. However, motel tax collections are expected to increase under the homestay lodging provision.

Approved by City Manager:



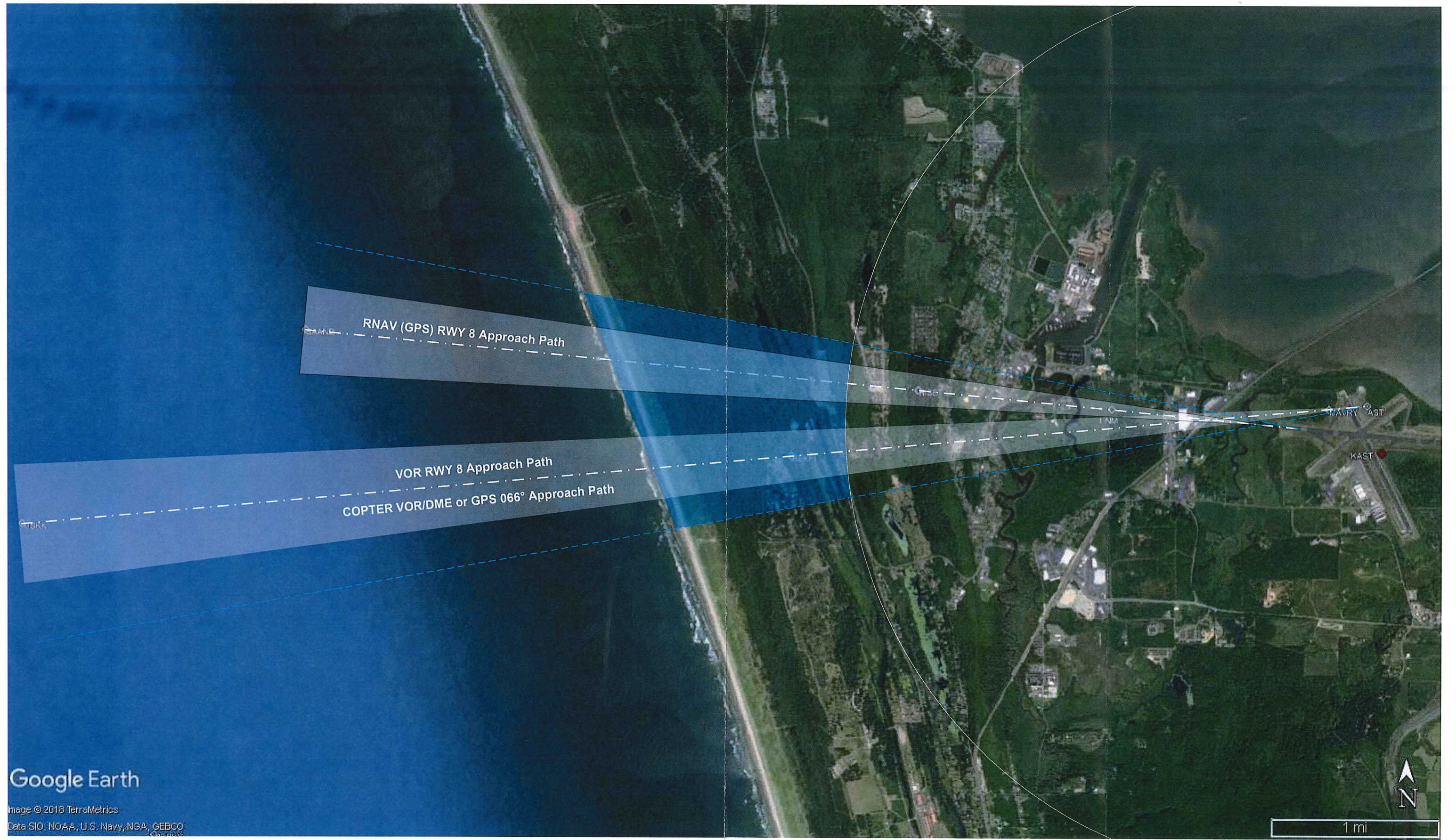
All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.



Google Earth

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Data SIO, NOAA, U.S. Navy, NGA, GEBCO

Port of Astoria Regional Airport Airspace Imaginary Surfaces



Google Earth

Image © 2018 TerraMetrics
Data SIO, NOAA, U.S. Navy, NGA, GEBCO

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ORDINANCE No. 1221

Introduced by All Commissioners

An ordinance amending Warrenton Municipal Code Chapter 16.12.010 Definitions, Land Use Districts Section 16.24.020, 16.24.030, 16.28.020, 16.28.030, 16.32.020, 16.32.030, 16.36.020, 16.36.030, and Airport Hazard Overlay District 16.92.

WHEREAS, the Warrenton Development Code needs to be updated periodically to reflect changing needs in the community, to protect public safety, and respond to changes required by the Oregon Legislature;

WHEREAS, the City of Warrenton must incorporate new accessory dwelling unit provisions into the Warrenton Development Code in order to satisfy SB 1051.

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

Section 1. Warrenton Municipal Code Section 16.12.010 Definitions, is amended as follows:

Hotel: A building in which lodging is provided for guests for compensation. Also includes motel, youth hostel and dormitory.

Homestay Lodging: A tourist accommodation with no more than two (2) bedrooms available for transient rental within an existing single family detached unit, and which is owner occupied. Such facilities may or may not provide a morning meal.

Section 2. Warrenton Municipal Code Section 16.24.020, 16.24.030, 16.28.020, 16.28.030, 16.32.020, 16.32.030, 16.36.020, 16.36.030, is amended as follows:

16.24.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-40 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.24.040 through 16.24.050, applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular home.
- C. Manufactured home subject to the standards in Chapter 16.168.
- D. Residential home.
- E. Residential (care) facility.
- F. Day care.
- G. Farming, grazing, truck gardening, orchards and production of nursery stock.
- H. A temporary dwelling for no more than six months while building a permanent residence.
- I. Accessory structure, no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180.

- J. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- K. Similar uses as stated above.
- L. Community garden(s) (see definitions).
- M. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- N. Home occupations. (Ord. 1175-A § 2, 2013)
- O. Accessory dwelling that complies with Section 16.180.040.**
- P. Homestay lodging**

16.24.030 Conditional Uses.

The following uses and their accessory uses may be permitted in the R-40 zone when approved under Chapter 16.220:

- A. Government buildings and uses, subject to standards of Sections 16.24.040(C) and 16.24.050.
- B. Public utility structure.
- C. Golf course.
- D. Parks, playground and community center.
- E. Bed and breakfast.
- F. Church, synagogue, or other place of worship.
- G. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.
- ~~H. Accessory dwelling that complies with Section 16.180.040.~~
- I. Child care center.
- J. Similar uses as stated above. (Ord. 1175-A § 3, 2013)

16.32.020 Permitted Uses

The following uses and their accessory uses are permitted in the R-10 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.28.040 through 16.28.050, applicable Zoning Ordinance standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular home.
- C. Manufactured home subject to standards in Chapter 16.168.
- D. Residential home.
- E. Residential (care) facility.
- F. Day care.
- G. Cemetery.
- H. Farming, grazing, truck gardening, orchards and production of nursery stock.

- I. A temporary dwelling for no more than six months while building a permanent residence.
- J. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180.
- K. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- L. Similar uses as stated above.
- M. Community garden(s) (see definitions).
- N. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- O. Home occupations. (Ord. 1175-A § 4, 2013)
- P. Accessory dwelling that complies with Section 16.180.040.**
- Q. Homestay lodging**

16.32.030 Conditional Uses

The following uses and their accessory uses may be permitted in the R-10 zone when approved under Chapter 16.220:

- A. Government buildings and uses subject to standards of Sections 16.28.040(C) and 16.28.050.
- B. Hospital, sanitarium, rest home, nursing or convalescent home.
- C. Public utility structure.
- D. School: nursery, primary, elementary, junior or senior high; public or private.
- E. Child care center.
- F. Golf course.
- G. Parks, playgrounds and community centers.
- H. Church, synagogue, or other place of worship.
- I. Bed and breakfast.
- J. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.
- ~~K. Accessory dwelling that complies with Section 16.180.040.~~
- L. RV park.
- M. Similar uses as stated above. (Ord. 1175-A § 5, 2013)

16.32.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-M Zone if the Community Development Director determines that the uses conform to the standards in Sections 16.32.040 through 16.32.050, and any other applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular home.

- C. Manufactured home subject to the standards in Chapter 16.168.
- D. Duplex and townhome subject to standards of Chapter 16.184.
- E. Residential home.
- F. Residential (care) facility.
- G. Day care.
- H. Master planned development with a minimum lot size of three contiguous acres, subject to provisions in Chapter 16.224.
- I. A temporary dwelling for no more than six months while building a permanent residence.
- J. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180.
- K. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- L. Dredge material disposal (DMD) subject to Section 16.32.050 (Sites 19S and 21S) and Chapter 16.104.
- M. Similar uses as those stated above.
- N. Community garden(s) (see definitions).
- O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- P. Home occupations. (Ord. 1175-A § 6, 2013)
- P. Accessory dwelling that complies with Section 16.180.040.**
- Q. Homestay lodging**

16.32.030 Conditional Uses.

The following uses and their accessory uses may be permitted when approved under Chapter 16.220:

- A. Church, synagogue, or other place of worship.
- B. Government buildings and uses subject to applicable standards of Sections 16.32.040(C) and 16.32.050.
- C. Hospital sanitarium, rest home, nursing or convalescent home.
- D. School: nursery, primary, elementary, junior or senior high; private or public.
- E. Child care center.
- F. Public utility structure.
- G. Parks, playgrounds, and community centers.
- H. Bed and breakfast.
- I. Manufactured dwelling park subject to standards in Chapter 16.172.
- ~~J. Accessory dwelling that complies with Section 16.180.040.~~
- K. Similar uses as those stated above. (Ord. 1175-A § 7, 2013)

16.36.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-H zone if the Community Development Director determines that the uses conform to the standards in Sections 16.36.040 through 16.36.050, applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular housing.
- C. Manufactured home.
- D. Duplex and townhome subject to standards of Chapter 16.184.
- E. Triplex subject to standards of Chapter 16.184.
- F. Multifamily housing development subject to standards of Chapter 16.188.
- G. Residential home.
- H. Residential (care) facility.
- I. Day care.
- J. A temporary dwelling for no more than six months while building a permanent residence.
- K. Accessory structure no larger than 1,200 square feet, in conjunction with an existing residence on the same property and subject to the additional criteria under Chapter 16.180.
- L. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.
- M. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- N. Similar uses as stated above.
- O. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- P. Home occupations. (Ord. 1175-A § 8, 2013)
- Q. Accessory dwelling that complies with Section 16.180.040.**
- R. Homestay lodging**

16.36.030 Conditional Uses.

The following uses and their accessory uses may be permitted when approved under Chapter 16.220:

- A. Boarding, lodging or rooming houses.
- B. Hospitals, sanitariums, rest homes, nursing or convalescent homes, medical clinic or office in conjunction with a residential facility.
- C. Churches, synagogues, or other places of worship.
- D. Parks, playgrounds and community centers.
- E. Government buildings and uses subject to standards of Sections 16.36.040(C) and 16.36.050.
- F. Public utility structure.
- G. School: nursery, primary, elementary, junior or senior high: public or private.
- H. Child care center.

- I. Bed and breakfast.
- J. ~~Accessory dwelling subject to standards of Section 16.180.040.~~
- K. Similar uses as stated above. (Ord. 1175-A § 9, 2013)

Section 3. Warrenton Municipal Code Section 16.92 Airport ~~Hazard~~ **Operations** Overlay District is amended as follows:

16.92.010 Purpose. The purpose of the Airport Operations Zone is to encourage and support the continued operation and vitality of Port of Astoria Regional Airport in the City of Warrenton, Clatsop County, OR, by allowing certain airport-related commercial, recreational and industrial uses in accordance with state law. In order to carry out the provisions of this overlay zone there are hereby created and established certain zones which include all of the land lying beneath the airport imaginary surfaces as they apply to the Astoria Regional Airport. Such zones are shown current Airport Approach and Clear Zone Map. This overlay zone is further intended to prevent the establishment of air space obstructions I airport approaches and surrounding areas through restrictions and other land use controls as deemed essential to protect health, safety, and welfare.

16.92.015 Application & Conformance. This zoning district applies to Port of Astoria Regional Airport in the City of Warrenton, Clatsop County, OR. All uses, activities, facilities and structures allowed in the Airport Zone shall comply with the requirements of the Airport Safety and Compatibility Overlay Zone. In the event of a conflict between the requirements of this zone and those of the Airport Safety and Compatibility Overlay Zone, the requirements of the overlay zone shall control.

16.92.020 Special Definitions.

- A. **Aircraft. Includes airplanes, helicopters, and unmanned aerial vehicles (UAV), but not hot air balloons or ultralights.**
- B. **Airport sponsor. The owner, manager, person or entity designated to represent the interests of an airport.**
- C. **Approach Surfaces. A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. The Federal Aviation Administration establishes and can potentially amend the following standards. The Approach Surfaces are described:**

Approach Surface Runway	MSL Elev. At Primary Surface	Width at Primary Surface	Slope of Surface	Extended Horizontal Distance	Terminal Width	MSL Terminal Elevation
8	14.9'	1,000'	34:1	10,000'	4,000'	308.2'
26	14.9'	1,000'	50:1	10,000'	4,000'	214.9'
14	14.9'	500'	20:1	5,000'	1,500'	263.7'
32	14.9'	500'	20:2	5,000'	1,500'	264.9'

- D. Airport Imaginary Surfaces. Those imaginary areas in space which are defined by the approach surface, transitional surface, horizontal surface, clear surface and conical surface.
- E. Clear Surface. Extends from the primary surface to a point where the approach surface is 50 feet above the runway end elevation.
- F. Conical Surface. A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
- G. Horizontal Surface. A horizontal plane 150 feet above the established airport elevation, **the perimeter of which** is constructed by swinging arcs of 5,000 feet from the center of each end of the primary surface of each visual or utility runway **and** 10,000 feet from the center of each end of the primary surface of all other runways and connecting the adjacent arcs by lines tangent to those arcs.
- H. Noise Sensitive Areas. Within 1,500 feet of an airport **or** within established noise contour boundaries exceeding 55 Ldn.
- I Primary Surface. A surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The width of the primary surface is 500 feet for Runway 31-13, and 1,000 feet for Runway 8-26.
- J. Sponsor. The owner, manager, other person, or entity designated to represent the interests of an airport [OAR 660-013-0020(6)].
- K. Transitional Surface. These surfaces extend seven feet outward for each one foot upward (7:1) beginning on each side of the primary surface which point is the same elevation as the runway surface, and from the sides of the approach surfaces thence extending upward to a height of 150 feet above the airport elevation (horizontal surface).

16.92.030 Uses Permitted Outright Within Airport Imaginary Surfaces. The following uses and activities are permitted outright in the Airport Zone:

- A. Farm use, excluding the raising and feeding of animals which would be adversely affected by aircraft passing overhead.
- B. Landscape nursery, cemetery or recreation areas, which do not include buildings or structures.
- C. Roadways, parking areas and storage yards located in such a manner that vehicle lights will not make it difficult for pilots to distinguish between landing lights and vehicle lights or result in glare, or in any way impair visibility in the vicinity of the landing approach. The approach surface must clear these by a minimum of 15 feet.
- D. Pipeline.
- E. Underground utility wire.
- F. **Customary and usual aviation-related activities, including but not limited to takeoffs and landings; aircraft hangars and tie-downs; construction and maintenance of airport facilities; fixed based operator facilities; a residence for an airport caretaker or security officer; and other activities incidental to the normal operation of an airport. Except as provided in this ordinance, "customary and usual aviation-related activities" do not include residential, commercial, industrial, manufacturing and other uses.**
- G. **Air passenger and air freight services and facilities, at levels consistent with the classification and needs identified in the Oregon Department of Aviation Airport System Plan.**
- H. **Emergency medical flight services, including activities, aircraft, accessory structures, and other facilities necessary to support emergency transportation for medical purposes. Emergency medical flight services do not include hospitals, medical offices, medical labs, medical equipment sales, and other similar uses.**
- I. **Law enforcement and firefighting activities, including aircraft and ground-based activities, facilities and accessory structures necessary to support federal, state or local law enforcement or land management agencies engaged in law enforcement or firefighting activities. Law enforcement and firefighting activities include transport of personnel, aerial observation, and transport of equipment, water, fire retardant and supplies.**
- J. **Search and rescue operations, including aircraft and ground-based activities that promote the orderly and efficient conduct of search or rescue related activities.**

- K. Flight instruction, including activities, facilities, and accessory structures located at airport sites that provide education and training directly related to aeronautical activities. Flight instruction includes ground training and aeronautic skills training, but does not include schools for flight attendants, ticket agents or similar personnel.**
- L. Aircraft service, maintenance and training, including activities, facilities and accessory structures provided to teach aircraft service and maintenance skills and to maintain, service, refuel or repair aircraft or aircraft components. "Aircraft service, maintenance and training" includes the construction and assembly of aircraft and aircraft components for personal use, but does not include activities, structures or facilities for the manufacturing of aircraft or aircraft related products for sale to the public.**
- M. Aircraft rental, including activities, facilities and accessory structures that support the provision of aircraft for rent or lease to the public.**
- N. Aircraft sales and the sale of aeronautic equipment and supplies, including activities, facilities and accessory structures for the storage, display, demonstration and sales of aircraft and aeronautic equipment and supplies to the public but not including activities, structures or facilities for the manufacturing of aircraft or aircraft related products for sale to the public.**
- O. Crop dusting activities, including activities, facilities and structures accessory to crop dusting operations. Crop dusting activities include, but are not limited to, aerial application of chemicals, seed, fertilizer, defoliant, and other chemicals or products used in a commercial agricultural, forestry or rangeland management setting.**
- P. Agricultural and Forestry Activities, including activities, facilities and accessory structures that qualify as a "farm use" as defined in *ORS 215.203* or "farming practice" as defined in *ORS 30.930*.**

16.92.035 Uses Permitted Subject to the Acceptance of the Port of Astoria. The following uses and activities and their associated facilities and accessory structures are permitted in the Airport Zone upon demonstration of acceptance by the airport sponsor.

- A. Aeronautic recreational and sporting activities, including activities, facilities and accessory structures at airports that support recreational usage of aircraft and sporting activities that require the use of aircraft or other devices used and intended for use in flight. Aeronautic recreation and sporting activities authorized under this paragraph include, but are not limited to, fly-ins; glider flights; hot air ballooning; ultralight aircraft flights; displays of aircraft; aeronautic flight skills contests; and gyrocopter flights, but do not include flights carrying parachutists or parachute drops (including all forms of skydiving).**
- B. Event camping in a designated area on the airport for transient aircraft.**

16.92.040 Uses Permitted Under Prescribed Conditions Within Airport Imaginary Surfaces. The following uses and activities and their associated facilities are permitted conditionally in the Airport Zone upon demonstration of compliance with the standards of subsection 16.080.

- A. A structure or building accessory to a permitted use.
- B. Single-family dwellings, manufactured dwellings, duplexes and multifamily dwellings, when authorized in the primary zoning district, provided the landowner signs and records in the deed and mortgage records of Clatsop County a hold harmless agreement and aviation and hazard easement and submits them to the Port of Astoria and to the Warrenton Planning Department.
- C. Commercial and industrial uses, when authorized in the primary zoning district, provided the use does not result in the following:
 - a. Creating electrical interference with navigational signals or radio communication between the airport and aircraft.
 - b. Making it difficult for pilots to distinguish between airports lights or others.
 - c. Impairing visibility.
 - d. Creating bird strike hazards.
 - e. Endangering or interfering with the landing, taking off or maneuvering of aircraft intending to use the airport.
 - f. Attracting large number of people.
- D. Buildings and uses of a public works, public service or public utility nature.
- E. Production, processing, assembling, packaging or treatment of such products as food products, pharmaceutical, hardware and machine products.**
- F. 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.**
- G. Research and development laboratories.**

- H. Printing facilities.**
- I. Public utility facilities such as power stations, sewage and water treatment plants.**
- J. 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.**
- K. Vehicle repair (welding, painting and service, and parts facilities).**
- L. Airport support structures: hangars, weather stations, fuel terminals and storage buildings, etc.**
- M. Mini-warehouses or similar storage uses.**
- N. Contractor shop or equipment storage yard for storage and rental of equipment commonly used by a contractor.**
- O. Cabinet, carpenter, woodworking, sheet metal shops or similar establishments.**
- P. Professional, financial or business offices.**
- Q. Public utilities, including structures, pipelines, cables, and utility crossings.**
- R. Government buildings and uses.**
- S. Passive restoration**
- T. Transportation facilities and improvements subject to the standards of Section 16.20.040.**
- U. Dredge material disposal (DMD) subject to Section 16.60.040 (site 20S), and Chapter 16.104.**
- V. Food and/or beverage trucks or carts, or restaurant in connection with the operation of an FBO or terminal facility.**
- W. Military facilities.**
- X. On airport camping by occupants of transient aircraft.**

16.92.45 Uses Permitted Under Prescribed Conditions Acceptable to the Port of Astoria

- A. Air Quality.** The air quality standards set by the Department of Environmental Quality shall be the guiding standards in this zone, except that open burning is prohibited in any case.
- B. Noise.** As may be permitted under all applicable laws and regulations.

- C. Storage.** All materials, including wastes, shall be stored and maintained in a manner that will not attract or aid the propagation of insects or rodents or other animals or birds, or otherwise create a health hazard or nuisance.
- D. Fencing.** Will be allowed inside a boundary planting screen and where it is necessary to protect property of the use concerned or to protect the public from a dangerous condition. Proposed fence locations and design shall be subject to City review.
- E. Buffer.** Where this zone adjoins another non-industrial zone there shall be a buffer area at least 10 feet wide to provide a dense evergreen landscape buffer which attains a mature height of eight feet, or such other screening measures as may be prescribed by the City in the event differences in elevation or other circumstances should defeat the purpose of this requirement.
- F. Vibration.** No vibration other than that caused by highway vehicles, trains and aircraft shall be permitted which is discernible without instruments at the property line of the use concerned.
- G. Airport Interference.** No use shall create electrical or lighting interference with the operations of the Port of Astoria Airport.
- H. Setbacks.** The minimum front, side and rear yard setbacks shall be 10 feet. When across a street from a non-industrial zone, the setback from the property line shall be 10 feet. When a property abuts a non-industrial zone, the setback shall be as follows:
1. 50 feet for buildings and other structures more than 10 feet in height;
 2. 30 feet for buildings and structures more than six feet high but not more than 10 feet high; and
 3. 10 feet for structures no more than six feet high (except fences no more than six feet high may be on the property line).
- I.** All development shall comply with the wetland and riparian area protection standards of Chapter 16.156.
- J. Building Height.** The maximum building height shall be 45 feet, except that it may be lower under either of the following circumstances:

1. **Within 100 feet of a non-industrial zone, where the maximum building height shall be the same as the maximum building height in that zone.**
 2. **Within the Airport Operations Overlay Zone, where the maximum building height is described by the Airport Operations Overlay Zone.**
- K. All other applicable Code requirements shall be satisfied.**
- L. All new sewer and water connections for a proposed development shall comply with all City regulations.**
- M. Prior to undertaking disposal, the dredging project proponent shall consult with the Army Corps and Oregon DSL to determine if the disposal site contains wetlands that are regulated under permit programs administered by those agencies. If the site contains regulated wetlands, the dredging project proponent shall either alter the disposal site boundaries to avoid the wetlands and leave an acceptable protective buffer, or obtain the necessary Corps and DSL permits to fill the wetlands.**

Section 4. This ordinance shall become effective 30 days after second reading

First Reading:
Second Reading:

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

APPROVED

Henry A. Balensifer, Mayor

Attest:

Dawne Shaw, Deputy City Recorder

"Making a difference through excellence of service"



CITY OF WARRENTON

June 7, 2018

To: Warrenton Planning Commission
From: Kevin A. Cronin, AICP, Interim Community Development Director
Re: Amendment to Warrenton Municipal Code (WMC) 16.12 Definitions, 16.24, Low Density Residential (R-40), 16.28 Intermediate Density Residential (R-10), Medium Density Residential (R-M), High Density Residential (R-H), & 16.92 Airport Hazard Overlay Zone (File: DCR 18-3)

The purpose of this memo is to outline a proposed housekeeping amendment to the Warrenton Development Code. Each amendment is unrelated, became important to address on its own merits, and has a specific rationale. A summary of the changes is described below along with required findings for a text amendment to the Development Code (DCA 18-3).

First, the Port of Astoria requested an amendment to the Airport Hazards Overlay to accomplish three objectives: 1) update model code from the Oregon Department of Aviation, 2) improve clarity of regulations and expectations for land use applications, and 3) improve enforcement of deed restrictions for new development within the overlay zone that protects future operations at the regional airport. The proposal includes the following changes:

- Rename the section "Airport Operations Overlay" to better align with the purpose and intent of the regulation;
- Clarify requirements for different types of development;
- Add definitions to clarify technical aspects to airport operations; and
- Adopt reference map referred to as "Airport Airspace Imaginary Surfaces" to enforce the area of airport influence, which includes runways, flight patterns, and approaches for various aircraft that use the service.

In addition to the code amendments, staff has been working with Gary Kobes, Airport Manager, on appropriate deed language that would be added to the title of each property within the Imaginary Surfaces area. Staff has recently added this condition of approval on land use applications. The deed language does not require Planning Commission review but is included for context and reference.

Second, the "Definitions" section of the Development Code does not contain a definition for "hotel" or short-term rentals. Staff is proposing a definition to specify a hotel and the kinds of facilities that fall under this definition such as motel, dormitory, and hostel. This provides clarity

to potential developers who are considering new investment in housing compared to short term rentals. The major difference between short and long term is the length of stay (30 days +/-) and the transaction value. Short term rentals are required to have a business license and pay transient room taxes (“motel tax”) to the City of Warrenton. Multi-family apartments are typically leased from month to month or annually and are not required to pay a lodging tax. The City has received interest from large employers who would like to invest in employee housing in a dormitory style arrangement. The proposed definition would allow a dormitory to be classified as a hotel since employers typically charge rent for seasonal employees that could stay for 30 days or less.

In addition to hotels, “homestay lodging” offers another opportunity for short term rentals in a home sharing environment where a single bedroom within a single family detached unit is rented. This type of rental is prevalent in tourist-oriented communities. However, it has become prevalent throughout the world as travel has become easier and ubiquitous. The “sharing economy” and explosion of web-based platforms (AirBnb, VRBO, Flipkey, Lodgify, etc) has created a boon to single family owners looking to make extra income to pay the mortgage or finance maintenance and capital improvements. Homestay lodging also offers temporary housing to employees as another open market option. For example, AirBnb, which has the largest market share, advertises 51 listings for the Warrenton zip code area (May 31, 2018).

The City is not collecting or enforcing the motel tax provisions to date for illegal short-term rentals. Adding a homestay lodging definition to all or specific residential zoning districts would bring a majority of the listings into zoning compliance assuming the units are owner occupied and located in residential districts. It’s important to recognize that commercial districts allow hotels and existing single-family homes located within these districts would be permitted already under the current rules. The homestay definition and addition to residential districts is a significant policy change and requires further discussion from the Planning Commission. Although not germane to the text amendment, the Planning & Building Department is planning to partner with the Finance Department on an enforcement campaign to bring short term rentals into compliance.

Finally, the Oregon Legislature adopted SB 1051 that requires cities with a population of 2,500 or more to allow accessory dwelling units (ADUs) (“granny flats” or “mother-in-law” units) as an outright permitted use in any zone that allows single family. The Development Code has four residential zoning districts that allow single-family as an outright permitted use but ADUs are currently a conditional use requiring additional permit fees, time to process, and a disincentive

to create new housing. In order to bring the Development Code into compliance, facilitate the conversion or construction of more ADUs, and streamline the permitting process, staff has proposed changes to each residential district. At this time, staff is not proposing any changes to the “immediate relative” requirement in Chapter 16.180.040 Accessory Dwelling Units. However, the requirement is hard to enforce, overly restrictive, and discourages more affordable housing opportunities. The Planning Commission can make recommendations to the City Commission to improve flexibility for open market ADUs to increase more housing options. It is important to note that the Legislature imposed a compliance deadline by July 1, 2018.

Procedures & Public Notice

The Community Development Director has the authority to initiate a text amendment according to WMC 16.208.070(D) General Provisions. 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. The City published notice of the Planning Commission public hearing in *The Columbia Press* May 25, 2018. No public comments have been received to date.

FINDINGS

Comprehensive Plan

Comprehensive Plan Section 3.310: *It is the City’s policy to encourage development of housing needed to accommodate desired growth, and to provide every Warrenton household with an opportunity to obtain a decent home in a suitable neighborhood.*

Response: The City has a policy that encourages different housing types. The promotion of ADUs are consistent with this policy. Standard is met.

Comprehensive Plan Section 8.350(3): *Efforts will be made to protect the airport from incompatible land uses. This will involve trying to avoiding hazards resulting from (sic) the height of structures, smoke, glare from lights, lights which shine upward, radio interference from transmission lines, and similar uses in the approach zones. Residential uses will be excluded from locations where aviation noise and the potential from aviation accidents is a serious threat to safety and livability. The Oregon Department of Transportation and Port of Astoria will be allowed to review building permits for construction within the Airport Hazard Overlay Zone.*

Response: The proposal is consistent with the above policy it also furthers the goal of creating a safe and operational airport. Standard is met.

Comprehensive Plan Section 9.310 City Economy: (3) *Work closely with organizations and individuals to increase industrial, general commercial, and tourist commercial activities in Warrenton. Tourist-oriented establishments shall be encouraged to locate in Warrenton. (emphasis added) (4) Encourage present employers to expand their operations and aid them in doing what is necessary to maintain an economic base for employment within the city.*

Response: The above policies clearly and strongly advocate for tourist-oriented facilities and supports the policy addition of homestay lodging as a source of new facilities. In addition, employers such as Pacific Seafoods, Bornstein Seafoods, and Hampton Lumber are considering investments in dedicated housing for employees to provide a stable employment environment. Standard is met.

Compliance with Oregon’s Statewide Planning Goals and Related Rules and Statutes

Goal 1, Citizen Involvement

Goal 1 outlines policies and procedures to be used by local governments to ensure that citizens will be involved “in all phases of the planning process.”

This proposal for a development code amendment is being reviewed in accordance with the acknowledged provisions for citizen involvement in the municipal code. It does not propose any changes to those provisions. This application therefore complies with Goal 1.

Goal 2, Land Use Planning

Goal 2 requires local governments to “establish a land use planning process and policy framework as a basis for all decisions and actions related to use of land and to assure an adequate factual base for such decisions and actions.”

The proposal and applicable comprehensive land use plan policy is being reviewed by the Planning Commission who will forward a recommendation to the City Commission who will ultimately make a decision on it, which satisfies Goal 2.

Goal 3, Agricultural Lands

Goal 3 deals with conservation of “agricultural lands” as defined in that goal. The goal’s provisions are directed toward counties, not cities (such as Warrenton). The goal states, “Agricultural land does not include land within acknowledged urban growth boundaries...” This goal does not apply.

Goal 4, Forest Lands

Goal 4 deals with conservation of “forest lands” as defined in that goal. Details about such conservation are set forth in related administrative rules: OAR Chapter 660, Division 006. OAR 660-006-0020 states: “Goal 4 does not apply within urban growth boundaries...” This goal does not apply.

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

The basic aim of Goal 5 is “To protect natural resources and conserve scenic and historic areas and open spaces.” Because no such natural resources, scenic and historic areas and open spaces will be affected, this goal does not apply.

Goal 6, Air, Water and Land Resources

Statewide Planning Goal 6 is “to maintain and improve the quality of the air, water and land resources of the state.” It deals mainly with control of “waste and process discharges from future development.” Because no development is proposed, this goal does not apply.

Goal 7, Areas Subject to Natural Hazards

Statewide Planning Goal 7 is to “to protect people and property from natural hazards.” This proposed code amendment does not address natural hazards and therefore is not applicable.

Goal 8, Recreational Needs

Goal 8 is “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.” This goal does not apply to the proposal.

Goal 9, Economic Development

Goal 9 is to strengthen and ensure there is adequate land for commercial and industrial development and policies to support the type of industries that a local government wants to attract and grow. The hotel portion of the proposal supports local economic development by facilitating the development of new hotels for tourist accommodations and employee housing.

Goal 10, Housing

Statewide Planning Goal 10 is “to provide for the housing needs of citizens of the state.” The goal requires cities to assess future need for various housing types and to plan and zone sufficient buildable land to meet those projected needs. The portion of the proposal addressing ADUs satisfies this goal by recognizing SB 1051 to encourage residential development.

Goal 11, Public Facilities and Services

Goal 11 is “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.” The Astoria Warrenton regional Airport is operated by the Port of Astoria but located in the City limits. Improving protective measures for the airport ensures a regional public facility can continue to operate efficiently and without interference from new development.

Goal 12, Transportation

Goal 12 is “to provide and encourage a safe, convenient and economic transportation system.” This goal is not applicable.

Goal 13, Energy

Goal 13 is simply “to conserve energy” and does not apply.

Goal 14, Urbanization

Goal 14 is “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.” The proposal satisfies this goal by recognizing and adding protective measures to those flood hazard areas in the urban growth boundary.

Goal 15, Willamette River Greenway

Goal 15 deals with lands adjoining the Willamette River and does not apply to this proposal.

Goal 16, Estuarine Resources

Goal 16 is “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.” Because the code amendment would not affect any natural estuarine characteristics, this goal does not apply.

Goal 17, Coastal Shorelands

Goal 17 aims “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.” This goal does not apply.

Goal 18, Beaches and Dunes

Goal 18 says that “coastal areas subject to this goal shall include beaches, active dune forms, recently stabilized dune forms, older stabilized dune forms and interdune forms.” This goal does not apply.

Goal 19, Ocean Resources

Goal 19 deals with management of resources in Oregon’s territorial sea (the waters bordering the state’s coastline). Goal 19 does not apply to this application.

CONCLUSIONS AND RECOMMENDATION

Adoption of the housekeeping amendment would fulfill the comprehensive plan policy regarding housing, airport development, and economic development. The action would also meet the applicable statewide planning goals. Most importantly, incorporating these changes to the Development Code would facilitate more investment in housing, improve tourist accommodations, and better protect airport operations in the future.

Based on these findings and conclusions, staff recommends that the Planning Commission direct staff to prepare a draft ordinance and present to the City Commission with a recommendation to adopt.

Suggested motion: Based on the findings and conclusions of the June 7, 2018 staff report, I move to recommend changes to the Development Code as described in the Housekeeping Amendment - DCR 18-3, draft an ordinance, and forward to the City Commission for a proposed public hearing on July 10 with a recommendation to adopt.

Alternative Motion: I move to continue the hearing to a date certain on July 12 to allow additional public testimony and reconsider the application.

Exhibit A: DCR 18-3: Housekeeping Amendment

May 2018

First Hearing: June 14, 2018

Definitions: Chapter 16.12

The Development Code does not have definitions for hotel or homestay lodging which are transient lodging facilities. The following definitions are proposed to be added.

Hotel: A building in which lodging is provided for guests for compensation. Also includes motel, youth hostel and dormitory.

Homestay Lodging: A tourist accommodation with no more than two (2) bedrooms available for transient rental within an existing single family detached unit, and which is owner occupied. Such facilities may or may not provide a morning meal.

Accessory Dwelling Units

ADUs are a conditional use in every residential zoning district creating a burdensome permit review process for review and approval. SB 1051 was adopted by the Oregon Legislature to reduce barriers to creating new ADUs in cities with a population above 2,500. The proposed changes will bring the Development Code into compliance with the new state legislation. For each residential zone, ADUs are proposed to be permitted outright instead of a conditional use. This reduces permit costs and review times on average from 8-10 weeks to one week. There are no changes proposed to the ADU standards in Chapter 16.180). The following is one example of four residential zoning districts that would be amended to reflect addition of ADUs and homestay lodging to a list of allowable permitted uses. Alternatively, homestay lodging could be a conditional use in one or all residential zones, which would require notice and a public hearing. Also, the number of rooms can be limited to one (1) bedroom.

16.24.020 Permitted Uses.

The following uses and their accessory uses are permitted in the R-40 zone if the Community Development Director determines that the uses conform to the standards in Sections 16.24.040 through 16.24.050, applicable Development Code standards, and other City laws:

- A. Single-family detached dwelling.
- B. Modular home.
- C. Manufactured home subject to the standards in Chapter 16.168.

- D. Residential home.
- E. Residential (care) facility.
- F. Day care.
- G. Farming, grazing, truck gardening, orchards and production of nursery stock.
- H. A temporary dwelling for no more than six months while building a permanent residence.
- I. Accessory structure, no larger than 1,200 square feet, in conjunction with an existing residence on the same property, and subject to standards of Chapter 16.180.
- J. Transportation facilities and improvements subject to the standards of Section 16.20.040.
- K. Similar uses as stated above.
- L. Community garden(s) (see definitions).
- M. Incidental sales of firewood, cut flowers, produce grown on the premises, lemonade, and similar items.
- N. Home occupations. (Ord. 1175-A § 2, 2013)
- O. **Accessory dwelling that complies with Section 16.180.040.**
- P. **Homestay lodging**

16.24.030 Conditional Uses.

The following uses and their accessory uses may be permitted in the R-40 zone when approved under Chapter 16.220:

- A. Government buildings and uses, subject to standards of Sections 16.24.040(C) and 16.24.050.
- B. Public utility structure.
- C. Golf course.
- D. Parks, playground and community center.
- E. Bed and breakfast.
- F. Church, synagogue, or other place of worship.
- G. Master planned development with a minimum lot size of three contiguous acres, subject to the provisions in Chapter 16.224.
- ~~H. Accessory dwelling that complies with Section 16.180.040.~~
- I. Child care center.
- J. Similar uses as stated above. (Ord. 1175-A § 3, 2013)

Airport ~~Hazard~~ Operations Zone

16.92.010 Purpose.

The purpose of the Airport Operations Zone is to encourage and support the continued operation and vitality of Port of Astoria Regional Airport in the City of Warrenton, Clatsop County, OR, by allowing certain airport-related commercial, recreational and industrial uses in accordance with state law. In order to carry out the provisions of this overlay zone there are hereby created and established certain zones which include all of the land lying beneath the airport imaginary surfaces as they apply to the Astoria Regional Airport. Such zones are shown current Airport Approach and Clear Zone Map. This overlay zone is further intended to prevent the establishment of air space obstructions I airport approaches and surrounding areas through restrictions and other land use controls as deemed essential to protect health, safety, and welfare.

16.92.015 Application & Conformance. This zoning district applies to Port of Astoria Regional Airport in the City of Warrenton, Clatsop County, OR. All uses, activities, facilities and structures allowed in the Airport Zone shall comply with the requirements of the Airport Safety and Compatibility Overlay Zone. In the event of a conflict between the requirements of this zone and those of the Airport Safety and Compatibility Overlay Zone, the requirements of the overlay zone shall control.

16.92.020 Special Definitions.

- A. **Aircraft.** Includes airplanes, helicopters, and unmanned aerial vehicles (UAV), but not hot air balloons or ultralights.
- B. **Airport sponsor.** The owner, manager, person or entity designated to represent the interests of an airport.
- C. **Approach Surfaces.** A surface longitudinally centered on the extended runway centerline and extending outward and upward from each end of the primary surface. The Approach Surfaces are described:

Approach Surface Runway	MSL Elev. At Primary Surface	Width at Primary Surface	Slope of Surface	Extended Horizontal Distance	Terminal Width	MSL Terminal Elevation
8	14.9'	1,000'	34:1	10,000'	4,000'	308.2'
26	14.9'	1,000'	50:1	10,000'	4,000'	214.9'
14	14.9'	500'	20:1	5,000'	1,500'	263.7'
32	14.9'	500'	20:2	5,000'	1,500'	264.9'

- D. Airport Imaginary Surfaces.** Those imaginary areas in space which are defined by the approach surface, transitional surface, horizontal surface, clear surface and conical surface.
- E. **Clear Surface.** Extends from the primary surface to a point where the approach surface is 50 feet above the runway end elevation.
- F. Conical Surface.** A surface extending outward and upward from the periphery of the horizontal surface at a slope of 20 to 1 for a horizontal distance of 4,000 feet.
- G. **Horizontal Surface.** A horizontal plane 150 feet above the established airport elevation, the perimeter of which is constructed by swinging arcs of 5,000 feet from the center of each end of the primary surface of each visual or utility runway and 10,000 feet from the center of each end of the primary surface of all other runways and connecting the adjacent arcs by lines tangent to those arcs.
- H. **Noise Sensitive Areas.** Within 1,500 feet of an airport or within established noise contour boundaries exceeding 55 Ldn.
- I. Primary Surface.** A surface longitudinally centered on a runway. The primary surface extends 200 feet beyond each end of that runway. The width of the primary surface is 500 feet for Runway 31-13, and 1,000 feet for Runway 8-26.
- J. **Sponsor.** The owner, manager, other person, or entity designated to represent the interests of an airport [OAR 660-013-0020(6)].
- K. **Transitional Surface.** These surfaces extend seven feet outward for each one foot upward (7:1) beginning on each side of the primary surface which point is the same elevation as the runway surface, and from the sides of the approach surfaces thence extending upward to a height of 150 feet above the airport elevation (horizontal surface).

16.92.030 Uses Permitted Outright Within Airport Imaginary Surfaces. The following uses and activities are permitted outright in the Airport Zone:

- A. Customary and usual aviation-related activities, including but not limited to takeoffs and landings; aircraft hangars and tie-downs; construction and

maintenance of airport facilities; fixed based operator facilities; a residence for an airport caretaker or security officer; and other activities incidental to the normal operation of an airport. Except as provided in this ordinance, "customary and usual aviation-related activities" do not include residential, commercial, industrial, manufacturing and other uses.

- B. Air passenger and air freight services and facilities, at levels consistent with the classification and needs identified in the Oregon Department of Aviation Airport System Plan.
- C. Emergency medical flight services, including activities, aircraft, accessory structures, and other facilities necessary to support emergency transportation for medical purposes. Emergency medical flight services do not include hospitals, medical offices, medical labs, medical equipment sales, and other similar uses.
- D. Law enforcement and firefighting activities, including aircraft and ground-based activities, facilities and accessory structures necessary to support federal, state or local law enforcement or land management agencies engaged in law enforcement or firefighting activities. Law enforcement and firefighting activities include transport of personnel, aerial observation, and transport of equipment, water, fire retardant and supplies.
- E. Search and rescue operations, including aircraft and ground based activities that promote the orderly and efficient conduct of search or rescue related activities.
- F. Flight instruction, including activities, facilities, and accessory structures located at airport sites that provide education and training directly related to aeronautical activities. Flight instruction includes ground training and aeronautic skills training, but does not include schools for flight attendants, ticket agents or similar personnel.
- G. Aircraft service, maintenance and training, including activities, facilities and accessory structures provided to teach aircraft service and maintenance skills and to maintain, service, refuel or repair aircraft or aircraft components.
"Aircraft service, maintenance and training" includes the construction and

assembly of aircraft and aircraft components for personal use, but does not include activities, structures or facilities for the manufacturing of aircraft or aircraft related products for sale to the public.

- H. Aircraft rental, including activities, facilities and accessory structures that support the provision of aircraft for rent or lease to the public.
- I. Aircraft sales and the sale of aeronautic equipment and supplies, including activities, facilities and accessory structures for the storage, display, demonstration and sales of aircraft and aeronautic equipment and supplies to the public but not including activities, structures or facilities for the manufacturing of aircraft or aircraft related products for sale to the public.
- J. Crop dusting activities, including activities, facilities and structures accessory to crop dusting operations. Crop dusting activities include, but are not limited to, aerial application of chemicals, seed, fertilizer, defoliant, and other chemicals or products used in a commercial agricultural, forestry or rangeland management setting.
- K. Agricultural and Forestry Activities, including activities, facilities and accessory structures that qualify as a "farm use" as defined in *ORS 215.203* or "farming practice" as defined in *ORS 30.930*.

16.92.035 Uses Permitted Subject to the Acceptance of the Port of Astoria. The following uses and activities and their associated facilities and accessory structures are permitted in the Airport Zone upon demonstration of acceptance by the airport sponsor.

- A. Aeronautic recreational and sporting activities, including activities, facilities and accessory structures at airports that support recreational usage of aircraft and sporting activities that require the use of aircraft or other devices used and intended for use in flight. Aeronautic recreation and sporting activities authorized under this paragraph include, but are not limited to, fly-ins; glider flights; hot air ballooning; ultralight aircraft flights; displays of aircraft;

aeronautic flight skills contests; and gyrocopter flights, but do not include flights carrying parachutists or parachute drops (including all forms of skydiving).

- B. Event camping in a designated area on the airport for transient aircraft.

16.92.40 Uses Permitted Under Prescribed Conditions Within Airport Imaginary Surfaces. The following uses and activities and their associated facilities are permitted conditionally in the Airport Zone upon demonstration of compliance with the standards of subsection 16.080.

- 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 and 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**
- 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.
- U. Food and/or beverage trucks or carts, or restaurant in connection with the operation of an FBO or terminal facility.
- V. Military facilities.
- W. On airport camping by occupants of transient aircraft.

16.92.45 Uses Permitted Under Prescribed Conditions Acceptable to the Port of Astoria

- A. Air Quality. The air quality standards set by the Department of Environmental Quality shall be the guiding standards in this zone, except that open burning is prohibited in any case.
- B. Noise. As may be permitted under all applicable laws and regulations.
- C. Storage. All materials, including wastes, shall be stored and maintained in a manner that will not attract or aid the propagation of insects or rodents or other animals or birds, or otherwise create a health hazard or nuisance.
- D. Fencing. Will be allowed inside a boundary planting screen and where it is necessary to protect property of the use concerned or to protect the public from a dangerous condition. Proposed fence locations and design shall be subject to City review.
- E. Buffer. Where this zone adjoins another non-industrial zone there shall be a buffer area at least 10 feet wide to provide a dense evergreen landscape buffer which attains a mature height of eight feet, or such other screening measures as may be prescribed by the City in the event differences in elevation or other circumstances should defeat the purpose of this requirement.
- F. Vibration. No vibration other than that caused by highway vehicles, trains and aircraft shall be permitted which is discernible without instruments at the property line of the use concerned.

- G. Airport Interference. No use shall create electrical or lighting interference with the operations of the Port of Astoria Airport.
- H. Setbacks. The minimum front, side and rear yard setbacks shall be 10 feet. When across a street from a non-industrial zone, the setback from the property line shall be 10 feet. When a property abuts a non-industrial zone, the setback shall be as follows:
 - 1. 50 feet for buildings and other structures more than 10 feet in height;
 - 2. 30 feet for buildings and structures more than six feet high but not more than 10 feet high; and
 - 3. 10 feet for structures no more than six feet high (except fences no more than six feet high may be on the property line).
- I. All development shall comply with the wetland and riparian area protection standards of Chapter 16.156.
- J. Building Height. The maximum building height shall be 45 feet, except that it may be lower under either of the following circumstances:
 - 1. Within 100 feet of a non-industrial zone, where the maximum building height shall be the same as the maximum building height in that zone.
 - 2. Within the Airport Operations Overlay Zone, where the maximum building height is described by the Airport Operations Overlay Zone.
- K. All other applicable Code requirements shall be satisfied.
- L. All new sewer and water connections for a proposed development shall comply with all City regulations.
- M. Prior to undertaking disposal, the dredging project proponent shall consult with the Army Corps and Oregon DSL to determine if the disposal site contains wetlands that are regulated under permit programs administered by those agencies. If the site contains regulated wetlands, the dredging project proponent shall either alter the disposal site boundaries to avoid the wetlands and leave an acceptable protective buffer, or obtain the necessary Corps and DSL permits to fill the wetlands.

7-A

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: August 14, 2018
SUBJ: Disaster Preparedness Event

SUMMARY

Representatives from local CERT will be at the meeting to review a planned *Disaster Preparedness Event* scheduled for Saturday, Sept. 29 at the Warrenton Community Center. CERT is paying the Community Center rental fee. As a sponsor, the City's insurance will cover the event. Attached is a draft flyer and agenda.

This event relates to Commission Goal #4 – Emergency Preparedness.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize that the City of Warrenton be an official sponsor of the Disaster Preparedness Event scheduled for Saturday, Sept. 29, 2018, at the Warrenton Community Center."

ALTERNATIVE

None recommended.

FISCAL IMPACT

N/A

The City of Warrenton and Warrenton CERT present

Disaster Preparedness Event

Saturday, Sept. 29, 2018



Learn how to take care of yourself, your family, and your neighbors in the event of a disaster.

Speakers will discuss

- Taking care of your pets
- Communicating when phones & internet are down
- What to expect from your employees
- Where to go
- What to do
- What to have on hand before disaster

Warrenton Community Center

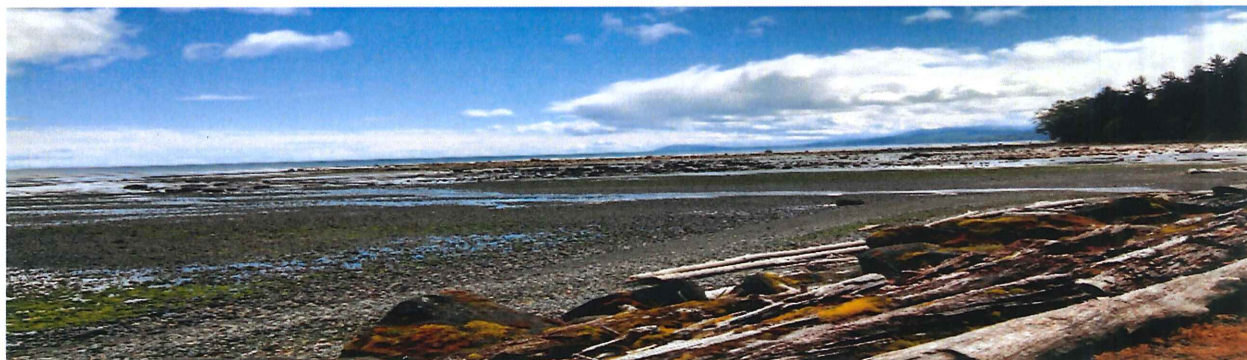
9 a.m. to 4 p.m. Saturday, Sept. 29, 2018

Lunch provided by NW Natural

The City of Warrenton and Warrenton CERT present

Disaster Preparedness Event

Saturday, Sept. 29, 2018



Learn how to take care of yourself, your family, and your neighbors in the event of a disaster.

Speakers will discuss:

- Taking care of your pets
- Communicating when phones & internet are down
- What to expect from your employees
- Where to go
- What to do
- What to have on hand before disaster

Warrenton Community Center

9 a.m. to 4 p.m. Saturday, Sept. 29, 2018

Lunch provided by Northwest Natural

SPEAKING SCHEDULE

9:00-9:30	Tiffany Brown, Clatsop Emergency Manager
9:40-10:00	Teresa Brownley - Northwest Natural
10:00-10:30	Kathleen Gleaves - Impact on businesses
10:45-11:15	Chief Matt Workman, Warrenton P.D.
11:15-11:45	Don Hillgaertner - Communication
11:45-12:30	<i>Free lunch provided by NW Natural</i>
12:30-1:15	Bob Johnston - Seismic retrofit
1:30-2:00	Dr. Dannell Davis - Taking care of pets in stress
2:15-2:45	Jason Tonquin - Backpacks for kids
2:45-3:15	Jenny Carver – American Red Cross

7-B

"Making a difference through excellence of service"



CITY OF WARRENTON

AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *LM E*
DATE: August 14, 2018
SUBJ: State Library LSTA Grant Agreement

SUMMARY

The City of Warrenton, in partnership with the Seaside Public Library, and Libraries ROCC, applied for a State of Oregon Library LSTA Grant. The grant has been awarded in the amount of \$36,566 for automating the Warrenton Community Library and updating the technology services of the Seaside Library. Eligible expenses are described in Exhibit A. The City Commission authorized staff to apply for this grant. An IGA with the City of Seaside will be presented at your next meeting regarding the shared Integrated Library System.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the Mayor's signature on the LSTA Grant Agreement."

ALTERNATIVE

None recommended.

FISCAL IMPACT

The City anticipated this award and budgeted revenue and expenses accordingly.

STATE LIBRARY OF OREGON - LSTA GRANT AGREEMENT

This Agreement is made and entered into by and between the **State Library of Oregon**, acting by and through its State Library of Oregon, hereinafter referred to as “Grantor,” and the **Warrenton Community Library, Seaside Public Library, and Libraries ROCC (Libraries Reading Outreach in Clatsop County)** hereinafter referred to as “Grantee,” and collectively referred to as the “Parties.” This agreement applies to the grant **Library Automation and RFID Project** (the “Project”) which terminates **June 30, 2019**.

1. Effective Date

This Agreement shall become effective when it is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, Grant Funds (defined below) shall be available for Project Costs (defined below) incurred only on or before **June 30, 2019** (Expiration Date). No Grant Funds are available for expenditures incurred after the Expiration Date. Grantor’s obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

2. Agreement Documents

This Agreement consists of this document and the following documents, all of which are attached hereto and incorporated herein by reference:

Exhibit A: **Project Description and Budget**

Exhibit B: **Certifications regarding: nondiscrimination; debarment and suspension; federal debt status; lobbying; trafficking in persons; CIPA; conflict of interest.**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: Exhibit B; this Agreement without Exhibits; Exhibit A.

3. Project Cost: Grant Funds

a. In accordance with the terms and conditions of this Agreement, Grantor shall disburse to Grantee an amount not to exceed **\$36,566** (“Grant Funds” or the “Grant”) for eligible costs described in Section 6 hereof (“Project Costs”). Project Costs must be the reasonable and necessary costs incurred by Grantee in performance of the Project and that are not excluded from reimbursement by Grantor, either by this Agreement or by exclusion as a result of financial review or audit. Grantee agrees that any income earned by Grantee from activities supported, in whole or in part, by Grant Funds will be expended only for Project Costs and shall be reported in the quarterly progress reports and final reports described in Section 5 hereof.

b. The source of the Grant Funds is the Library Services and Technology Act, FFY2018.

c. The CFDA number is **45.310** “Grants to States.”

4. Project

The Grant Funds shall be used solely for the Project Costs described in Exhibit A and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless such changes are approved by Grantor by amendment pursuant to Section 11.d hereof.

a. Project Services/Promotions

Grantee agrees that any and all:

(i) library services directly supported, in whole or in part, by Grant Funds will be provided free of charge to all persons residing in the community, district or region from which Grantee receives its financial support and

(ii) promotional materials, press releases, bibliographies, reports and other such publications resulting from the activities supported, in whole or in part, by this Grant will contain the following acknowledgment:

This (project, program, publication) is supported in whole or part by the Institute of Museum and Library Services through the Library Services and Technology Act, administered by the State Library of Oregon.

(iii) Grantee shall provide Grantor with two (2) sets of all promotional materials and other publications or productions resulting from the activities supported, in whole or in part, by Grant Funds.

(iv) Grantee agrees to post two articles during the Grant period informing the library community about progress of the Project on a major Oregon electronic mailing list such as libs-or.

b. Copyright

Grantee is free to copyright any books, publications or other materials developed as a result of this Grant; however, Grantor and the Institute of Museum and Library Services reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the work for government purposes.

5. Reports

a. Progress Reports

Grantee shall provide Grantor with four (4) Progress Reports and one (1) Final Report on forms supplied by Grantor in accordance with the following schedule.

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2018 to September 30, 2018	October 31, 2018
October 1, 2018 to December 31, 2018	January 31, 2019
January 1, 2019 to March 31, 2019	April 30, 2019
April 1, 2019 to June 30, 2019	July 31, 2019
Final report	August 31, 2019

Grantor reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.

b. Claims for reimbursement. Grantee agrees to provide Grantor with four (4) claims for reimbursement using forms supplied by Grantor in accordance with the following schedule:

<i>Reporting Period</i>	<i>Due Date</i>
July 1, 2018 to September 30, 2018	October 31, 2018
October 1, 2018 to December 31, 2018	January 31, 2019
January 1, 2019 to March 31, 2019	April 30, 2019
April 1, 2019 to June 30, 2019	July 31, 2019
Final report	August 31, 2019

6. Disbursement and Recovery of Grant Funds

a. Disbursement Generally

Disbursements shall be made by Grantor within 30 days of Grantor's approval of a request for reimbursement or advance from Grantee using a format that is acceptable to Grantor. Funds shall be expended by Grantee within 29 days of disbursement from Grantor.

b. Conditions Precedent to Disbursement

Grantor's obligation to disburse Grant Funds to Grantee is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

(i) Grantor has received funding, appropriations, limitations, allotments or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to make the disbursement.

(ii) Grantee is in compliance with the terms of this Agreement including, without limitation, Exhibit B and the requirements incorporated by reference in Exhibit B. Grantee may appeal the Grantor's denial of a disbursement under this paragraph to the State Librarian as an appeal of an order in other than a contested case.

(iii) Grantee's representations and warranties set forth in Section 7 hereof are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

(iv) Grantee has provided to Grantor a request for reimbursement or an advance using a format that is acceptable to and approved by Grantor. Grantee must submit its final request for reimbursement following completion of the Project and no later than 30 days after the Expiration Date. Failure to submit the final request for reimbursement within 30 days after the Expiration Date could result in non-payment.

c. Recovery of Grant Funds

Any funds disbursed to Grantee under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement (“Misexpended Funds”) or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to Grantor. Grantee shall return all Misexpended Funds to Grantor no later than 15 days after Grantor’s written demand for repayment. Grantee shall return all Unexpended Funds to Grantor no later than 30 days after the earlier of expiration or termination of this Agreement.

7. Representations and Warranties of Grantee

Grantee represents and warrants to Grantor as follows:

a. Organization and Authority

Grantee is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Grantee has full power, authority, and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Grantee of this Agreement

- (i) have been duly authorized by all necessary action of Grantee and
- (ii) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Grantee’s Articles of Incorporation or Bylaws, if applicable,
- (iii) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Grantee is a party or by which Grantee or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Grantee of this Agreement.

b. Binding Obligation

This Agreement has been duly executed and delivered by Grantee and constitutes a legal, valid and binding obligation of Grantee, enforceable in accordance with its terms. The warranties set in this section are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. Records Maintenance and Access; Audit.

a. Records, Access to Records and Facilities

Grantee shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Grantor, the Secretary of State of the State of Oregon (Secretary), the Institute of Museum and Library Services (IMLS), the Comptroller of the United States (Comptroller) and their duly authorized representatives shall have access to the books, documents, papers and records of Grantee that are directly related to this Agreement, the funds provided hereunder, or the Project for the purpose of making audits and examinations. In addition, Grantor, the Secretary, IMLS, the Comptroller and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Grantee shall permit authorized representatives of Grantor, the Secretary, IMLS and the Comptroller to perform site reviews of the Project, and to inspect all property, facilities and equipment purchased by Grantee, if any, as part of the Project.

b. Retention of Records

Grantee shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a minimum of seven (7) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the Expiration Date. If there are unresolved litigation or audit questions at the end of the seven-year period, Grantee shall retain the records until the litigation or questions are resolved.

c. Expenditure Records

Grantee shall document the expenditure of all funds disbursed by Grantor under this Agreement. Grantee shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit Grantor to verify how the moneys were expended.

d. Audit Requirements.

(i) Grantee agrees to comply with the applicable audit requirements for the Grant Funds as contained in the Office of Management and Budget (OMB) 2CFR200 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grantee shall send a copy of, or electronic link to, any annual audit subject to this requirement covering expended Grant Funds and shall submit or cause to be submitted, the annual audit of any sub grantee(s), contractor(s), or subcontractor(s) of Grantee responsible for the financial management of Grant Funds.

(ii) Grantee shall save, protect and hold harmless Grantor from the cost of any audits or special investigations performed by the Secretary, IMLS or the Comptroller with respect to the Grant Funds. Grantee acknowledges and agrees that any audit costs incurred by Grantee as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Grantee and Grantor.

9. Grantee Sub-agreements and Procurements

a. Sub-agreements

Grantee may enter into agreements with contractors for performance of the Project with the prior approval of Grantor.

(i) All sub-agreements must be in writing executed by Grantee and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the sub-agreement(s). Use of a sub-agreement does not relieve Grantee of its responsibilities under this Agreement.

(ii) Grantee agrees to provide Grantor with a copy of any signed sub-agreement upon request by Grantor. Any substantial breach of a term or condition of a sub-agreement relating to Grant Funds must be reported by Grantee to Grantor within ten (10) days of its being discovered.

b. Procurements

Grantee shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code and rules ensuring that:

(i) all applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement;

(ii) to the extent required by law, all procurement transactions are conducted in a manner providing full and open competition;

(iii) procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);

c. Additional requirements.

(i) Time for Performance

Grantee shall complete all purchases, including installation, funded under this Agreement prior to the expiration date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, Grantee will

notify Grantor in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Grantor will consider amending this Agreement to extend time in extenuating circumstances.

(ii) Property Purchased

Grantee shall maintain inventory records of tangible, non-expendable, personal property purchased with Grant Funds that have a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Grantee shall report the purchase of such property to Grantor on a form supplied by Grantor within thirty (30) days following the receipt of such property. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years. Title to all property purchased with Grant Funds must vest in Grantee. Grantee shall dispose of any non-expendable personal property in accordance with federal requirements and procedures of the State, including filing a disposition report for all such property.

10. Termination

a. Termination by Grantor

Grantor may terminate this Agreement effective upon delivery of written notice of termination to Grantee, or at such later date as may be established by Grantor in such written notice, if:

- (i) Grantee fails to perform the Project within the time specified herein or any extension thereof or commencement, continuation or timely completion of the Project by Grantee is, for any reason, rendered improbable, impossible, or illegal; or
- (ii) Grantor fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow Grantor, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or
- (iii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
- (iv) The Project would not produce results commensurate with the further expenditure of funds; or
- (v) Grantee takes any action pertaining to this Agreement without the approval of Grantor and which under the provisions of this Agreement would have required the approval of Grantor. Grantee may appeal a termination under paragraph (i)

above to the State Librarian as an appeal of an order in other than a contested case.

b. Termination by Grantee

Grantee may terminate this Agreement effective upon delivery of written notice of termination to Grantor, or at such later date as may be established by Grantee in such written notice, if:

(i) Any requisite local funding to continue the Project becomes unavailable to Grantee; or

(ii) Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement.

c. Termination by Either Party

Either Party may terminate this Agreement upon at least ten days' notice to the other Party and failure of the other Party to respond within the period provided in the notice, if the other Party fails to comply with any of the terms of this Agreement.

11. GENERAL PROVISIONS

a. Contribution

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against Grantor or Grantee with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which Grantor is jointly liable with Grantee (or would be if joined in the Third Party Claim), Grantor shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantee in such proportion as is appropriate to reflect the relative fault of Grantor on the one hand and of Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantor on the one hand and of Grantee on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge,

access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantor's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if Grantor had sole liability in the proceeding.

With respect to a Third Party Claim for which Grantee is jointly liable with Grantor (or would be if joined in the Third Party Claim), Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Grantor in such proportion as is appropriate to reflect the relative fault of Grantee on the one hand and of Grantor on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Grantee on the one hand and of Grantor on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.

b. Amendments

This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.

c. Duplicate Payment

Grantee is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.

d. No Third Party Beneficiaries

Grantor and Grantee are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.

e. Notices

Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, email, or mailing the same, postage prepaid, to Grantee Contact or Grantor Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate

pursuant to this Section 11.e. Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against Grantor, such facsimile transmission must be confirmed by telephone notice to Grantor Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.

f. Governing Law: Consent to Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between Grantor (or any other agency or department of the State of Oregon) and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to the venue, and waives any claim that such forum is an inconvenient forum.

g. Compliance with Law

Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Grantee expressly agrees to comply with

- (i) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- (ii) Title V and Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R. part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142;
- (iv) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. § 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;
- (v) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age;
- (vi) all regulations and administrative rules established pursuant to the foregoing laws; and
- (vii) all other applicable requirements of federal and state civil rights and

rehabilitation statutes, rules and regulations.

h. Insurance: Workers' Compensation

All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126.

Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Grantee shall ensure that each of its sub grantee(s), contractor(s), and subcontractor(s) complies with these requirements.

i. Independent Contractor

Grantee shall perform the Project as an independent contractor and not as an agent or employee of Grantor. Grantee has no right or authority to incur or create any obligation for or legally bind Grantor in any way. Grantor cannot and will not control the means or manner by which Grantee performs the Project, except as specifically set forth in this Agreement. Grantee is responsible for determining the appropriate means and manner of performing the Project. Grantee acknowledges and agrees that Grantee is not an "officer", "employee", or "agent" of Grantor, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.

j. Severability

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

k. Counterparts

This Agreement may be executed in two or more counterparts (by facsimile or otherwise), each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.

l. Integration and Waiver

This Agreement, including all Exhibits, constitutes the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either Party to enforce any provision of this Agreement shall not constitute a waiver by that Party of that or any other provision.

7. Conflict of Interest

The grantee and its fiscal agent (if different):

- shall not hold financial interests that conflict with the conscientious performance of duty;
- shall not engage in financial transactions using nonpublic government information or allow the improper use of such information to further any private interest.
- shall not, but for exceptions allowed by regulations, solicit any gift or other item of monetary value from any person or entity seeking official action from the IMLS or State Library of Oregon;
- shall put forth honest effort in the performance of the grant;
- shall make no unauthorized commitments or promises of any kind purporting to bind the Government;
- shall act impartially and not give preferential treatment to any private organization or individual;
- shall protect and conserve Federal property and shall not use it for other than authorized activities;
- shall disclose waste, fraud, abuse, and corruption to appropriate authorities;
- shall endeavor to avoid any actions creating the appearance that you are violating the law or the ethical standards.

In the event of a conflict of interest, please contact Susan Westin at susan.b.westin@state.or.us.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

This certification is a material representation of fact on which the State Library of Oregon relied when it made or entered into this grant or cooperative agreement.

Signature of Authorized Certifying Official

Print name and Title of Authorized Certifying Official

Date

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions. By its signature below, the Grantor certifies that the Project is necessary and essential for activities that are properly within the statutory functions of Grantor, and that the arrangements and payments contracted for are in compliance with the provisions for programs of the Institute of Museum and Library Services, Library Services and Technology Act, 20 USC 9121, and the Oregon LSTA 5-year State Plan.

Warrenton Community Library, Seaside Public Library, and Libraries ROCC (Libraries Reading Outreach in Clatsop County), by and through its City of Seaside

By [Signature] (Legally designated representative)

Name Mark J. Winstanley (printed)

APPROVED AS TO LEGAL SUFFICIENCY (If required by Grantee)

By _____ Grantee's Legal Counsel Date _____

Grantee Contact: Name Nettie-Lee Calog Title Library Manager Address PO Box 250 Address Warrenton, OR 97146 Phone 503-861-8156 Email nlcl@yahoo.com

Libraries ROCC

[Signature] (Legally Designated Representative)

N.L. Calog Name Printed

STATE OF OREGON, by and through its State Library of Oregon

By Caren Agata Name: Caren Agata Title: Interim State Librarian

Date: JUN 20 2018

APPROVED AS TO LEGAL SUFFICIENCY For agreements over \$150,000

(Group approval ORS 137-045-0015) By Cynthia C. Byrnes Assistant Attorney General Date: June 8, 2017

Grantor Contact: Name Susan Westin Title Programs Manager Address 250 Winter St. NE Address Salem, OR 97301 Phone 503-378-5435 Email susan.b.westin@state.or.us

City of Warrenton

[Signature] (Legally designated Representative)

Name Printed

EXHIBIT A
Project Description and Budget

Grant number: 18-05-2m

Grantee: Warrenton Community Library, Seaside Public Library, and Libraries ROCC (Libraries Reading Outreach in Clatsop County)

Grant title: Library Automation and RFID Project

The Project is:

We are automating the Warrenton Community Library and updating the technology services of both Warrenton and Seaside Libraries for the communities of Warrenton and Seaside and the unincorporated areas surrounding both of these towns. The expected benefits will be to provide better service, reliable, consistent circulation of library materials, better reports and tracking of services, the ability to deter library theft (Seaside Library) and inventory of library items. Additional technology services for library patrons will include an online library catalog, access to digital ebook and audiobooks, and the ability of library patrons to login and handle their own library accounts.

Item	Total
Personnel	\$8,000
Fringe Benefits	\$0
Travel	\$0
Equipment	\$0
Supplies	\$22,566
Contractual	\$6,000
Library Materials	\$0
Total Direct Charges	\$36,566
<i>Indirect Charges</i>	\$0
Total Grant	\$36,566

Grant Funds may be transferred among the above direct cost categories for which allocations were approved, without amending this Agreement, so long as cumulative transfers among direct cost categories do not exceed ten percent (10%) of the total approved budget. This provision does not allow the total amount of the Grant Funds to be increased.

EXHIBIT B
Summary of Federal Requirements and Certification

Grantee and Grantee's sub-recipient(s), contractor(s), or subcontractor(s), at any tier, if any, must comply with all applicable federal requirements including but not limited to:

- (i) if Grantee is a local government, provisions of the Library Services and Technology Act, 20 USC 9121 and the Uniform Administrative Requirements for Grants and Cooperative Agreement to State and Local Government of the National Foundation on the Arts and Humanities, 45 CFR 1183; and
- (ii) if Grantee is a university, the Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals and Non-Profit Organizations.

Without limiting the foregoing, the following is a summary of some requirements applicable to transactions covered by this Agreement and the Grant Funds:

This form, with signature, may be scanned, faxed or emailed to lsta.grants@state.or.us

Library Support and Development Services
State Library of Oregon
250 Winter St. NE
Salem, OR 97301

**CERTIFICATIONS REGARDING: NONDISCRIMINATION; DEBARMENT AND
SUSPENSION; FEDERAL DEBT STATUS; LOBBYING; TRAFFICKING IN
PERSONS; CIPA; CONFLICT OF INTEREST**

1. Nondiscrimination

Grantee shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d). Grantee shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Grantee will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the Parties entered into a consent decree.

- a.** Grantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Grant Funds assisted contract or in the administration of the Project. Failure by Grantee to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the Grantee deems appropriate.
- b.** Grantee must include the language in (a), above, in each sub-agreement Grantee signs with a subcontractor or sub-recipient.

2. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$300,000) (31 U.S.C. § 1352)

Grantee's authorized representative certifies, to the best of his or her knowledge and belief, that:

a. No Library Services and Technology Act ("LSTA") funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, or the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

b. No LSTA funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any state agency, member of the legislature, an officer or employee of the legislature, or an employee of a member of the legislature in connection with legislative action through oral or written communication with state legislative officials, or solicitation of others to influence or attempt to influence legislative action.

c. No LSTA or other federal funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any county, district, or city agency, in connection with legislative action through oral or written communication with officials, or solicitation of others to influence or attempt to influence legislative action. LSTA funds will not be used for costs to:

- (i) draft legislation or resolutions
- (ii) travel to meetings of governmental bodies to urge passage of legislation or resolutions
- (iii) survey voters regarding passage and drafting of legislation or resolutions
- (iv) pay governmental fees (use fees, ballot filing fees, permits, etc.)

3. Trafficking in Persons

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i) engages in trafficking in persons, procures a commercial sex act, or uses forced labor
- (ii) procures a commercial sex act during the period of time that the award is in effect
- (iii) uses forced labor in the performance of the Grant

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards (including subcontracts, and sub-grants) and that all sub-recipients shall certify accordingly.

4. Debarment and Suspension

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that neither the Grantee or its fiscal agent, if any,:

- (i) Are presently excluded or disqualified;
- (ii) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. part 180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period; fraud, antitrust, embezzlement, forgery, bribery, tax evasion, making false statements, receiving stolen property, or similar offenses so serious as to affect the integrity of the grantee or its fiscal agent.
- (iii) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. part 180.800(a) and enumerated above.
- (iv) Have had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

5. Federal Debt Status

The authorized representative, on behalf of the Grantee or its fiscal agent, if any, certifies to the best of his or her knowledge and belief that the Grantee or its fiscal agent, if any, is not delinquent in the repayment of any Federal debt.

6. Children’s Internet Protection Act (CIPA)

Public and public/school library grantees, and consortia with public or school members **must** check one of the options below (a, b, or c).

a.	The applicant public or public/school library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
b.	<i>(for consortia only)</i> Prior to using any LSTA funds to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or a public/school library, the applicant consortium or group will collect and retain a duly completed Internet Safety Certification from every constituent public library or public/school library in accordance with requirements of Section 9134(f) of the Library Services and Technology Act. Every computer connecting to the Internet, public and staff, is filtered. The filter can be disabled upon request of adults.
c.	The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant library because it is an academic or special library or no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public/school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

LSTA Grant Contact Sheet

Scan and email this form to lsta.grants@state.or.us

Library Support and Development Services
State Library of Oregon
250 Winter St. NE
Salem, OR 97301
FAX 503-378-6439

Grant Number: 18-05-2m

Grantee: Warrenton Community Library, Seaside Public Library, and Libraries ROCC

Project Title: Library Automation and RFID Project

Fiscal Agent: City of Warrenton

Fiscal agent is able to accept electronic signatures (via fax or scan/email)

◆ **Project Coordinator (will report on activities, progress, and grant modifications)**

Name: Nettie-Lee Calog

Mailing Address: PO Box 250, Warrenton, OR 97146

Phone: 503-861-8156

Email: nlcl@yahoo.com

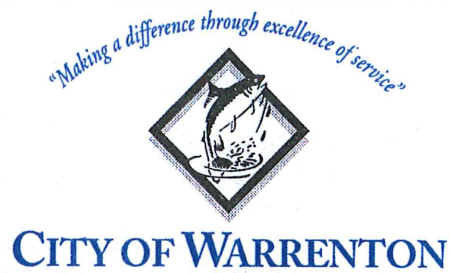
◆ **Contact for acknowledgement of paid claims (if different from above)**

Name: _____

Phone: _____

Email: _____

7-C



AGENDA MEMORANDUM

TO: The Mayor and Warrenton City Commission
FROM: Linda Engbretson, CMC, City Manager
DATE: August 14, 2018
SUBJ: Utility Right of Way License Assignment

SUMMARY

The City issued a Utility Right of Way License to CoastCom, Inc., for telecommunication services on July 23, 2013, and approved its assignment to Astound Broadband LLC in 2016. The license expired July 23, 2018. The Utility Right of Way License requirements (Ord. 1160A, Amended by Ord. 1168A, Section 12.32 of our Municipal Code) effectively replaced Franchise Agreements with utility companies, except with the Cable Company where a Franchise Agreement is still required by federal law. The license granted pursuant to Chapter 12.32 of the Municipal Code will remain in effect for a term of five years. I have attached the state's grant to Astound, Certificate of Authority to provide telecommunications service in Oregon. They have a City Business License.

RECOMMENDATION/SUGGESTED MOTION

" I move to approve the Utility Right of Way License Application from Astound Broadband, LLC, d/b/a Wave."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Continuation of 7% of gross revenues received quarterly (privilege tax).

City of Warrenton
225 S. Main Ave.
Warrenton, OR 97146
(503) 861-2233

UTILITY RIGHT OF WAY LICENSE APPLICATION

Pursuant to Chapter 12.32 of the Warrenton Municipal Code, unless a person has a valid franchise from the City, every person who owns or controls any utility facilities (as defined in the Code) in, upon, beneath, over or across any public right of way (ROW), and prior to constructing, placing or locating any utility facilities in the ROW, shall obtain a license from the City.

Instructions: Please provide all information requested below, including applicable application fees, to Finance Department. The application must be signed by an authorized representative of the entity requesting a license.

The City will review the information and return an executed copy of the application, if approved. The copy of the license application executed by the City will serve as the license required by Chapter 12.32.

For additional information, please contact Joseph Kahl 609-681-2184

Applicant Information:

1. Applicant Name (Include Corporate Name Registered with Oregon Secretary of State as well as any DBAs and Affiliates that will construct, own or control any facilities in the ROW):
Astound Broadband, LLC
d/b/a Wave
 2. Applicant's Authorized Contact Name(s), Title, Postal and E-Mail Address, and Phone and Facsimile Numbers: Joseph Kahl, V.P., Regulatory & Public Affairs
650 College Road East, Suite 3100, Princeton, NJ 08540
Joseph.kahl@rcn.net, 609-681-2184 (W), 609-306-0901 (C), 610-438-0133 (F)
 3. Please describe the facilities to be constructed or operated. Include the following information: (a) the general location of the existing and/or proposed facilities; (b) a description of the approximate number of feet of plant existing and/or to be installed in the ROW; (c) whether the facilities are or will be aerial or underground; and (d) the size of facilities and equipment that are or will be located in, on, under, over, or above the ROW.
-

Astound Broadband has installed approximately 50 ft of underground and 3,200 ft of aerial fiber in Warrenton. The company is collocated in the Warrenton CenturyLink CO and builds out from that location (180 E Main St, Warrenton, OR).

4. Check all of the following that apply regarding the services to be provided over the facilities in the ROW:

- Cable Service
- Telecommunications Services
- Natural gas
- Electricity
- Water
- Other: _____

5. Please attach documentation or a statement that demonstrates that the applicant has received or is legally qualified to receive authorizations from state and/or federal authorities necessary to conduct the activities that will require use of the ROW.

Check box if no authorizations required

By executing this License, the undersigned affirms that he/she is an authorized representative of Astound Broadband, LLC ("Licensee") with the authority to execute this License Application. I hereby certify, on behalf of Licensee, that the information provided in the license application is true and correct as of the date hereof, and that Licensee agrees to abide by the obligations set forth in Chapter 12.32 of the Warrenton Municipal Code.

By: Joseph Kahl
Print Name: Joseph Kahl
Title: V.P., Regulatory & Public Affairs
Date: June 27th, 2018

The City hereby grants to Licensee the License required pursuant to Chapter 12.32 of the Warrenton Municipal Code.

By: _____
Print Name: _____
Title: _____
Date: _____

Cashier: mhitchman

City of Warrenton
225 S. Main Avenue
P.O. Box 250
Warrenton, OR 97146

~~~~~  
Customer Receipt

Rcpt No: 08760658

Date: 07/03/2018

Time: 12:45

Customer No: 117670

Name: RCN TELECOM SERVICES LLC,  
Address: 650 COLLEGE RD E  
SUITE 3100  
PRINCETON, NJ 08540

Accounts Paid:

CR 50.00

GF ROW UT  
GF ROW UTILITY PERMI  
T - ROW APPLICATION  
FEES WAVE/COASTCOM 50.00

~~~~~  
Amount Paid: 50.00
Check Amount: 50.00
Check No: 964551
Cash Paid: 0.00

Thank you for your payment.

~~~~~  
General Ledger Accounts:

001-000-318000  
GF ROW UTILITY PERMI  
T - ROW APPLICATION  
FEES WAVE/COASTCOM 50.00

*"Making a difference through excellence of service"*



## CITY OF WARRENTON

### *Business License*

For Revenue Purpose Only  
Not Transferable

License No. 1812

Dated 07/01/18

Expires 06/30/19

#### License Issued To:

**dba COASTCOM BY WAVE ASTOUND  
BROADBAND, LLC  
401 PARKPLACE CENTER, SUITE 500  
KIRKLAND WA 98033**

This license must be placed in a conspicuous place. If the licensee's place of business is not in the City of Warrenton, Oregon then this license must be carried by the owner of the business or his/her designate.

A handwritten signature in blue ink that reads "Linda Egbertson". The signature is written in a cursive style and is positioned above a horizontal line.

**CITY MANAGER**



**REGISTRY NUMBER**

57902992

**REGISTRATION DATE**

02/11/2009

**BUSINESS NAME**

ASTOUND BROADBAND, LLC

**BUSINESS ACTIVITY**

TELECOMMUNICATIONS

**MAILING ADDRESS**

401 PARKPLACE CENTER STE 103  
KIRKLAND WA 98033 USA

**TYPE**

FOREIGN LIMITED LIABILITY COMPANY

**PRIMARY PLACE OF BUSINESS**

401 PARKPLACE CENTER STE 103  
KIRKLAND WA 98033 USA

**JURISDICTION**

WASHINGTON

**REGISTERED AGENT**

15872088 - CORPORATION SERVICE COMPANY

1127 BROADWAY STREET NE STE 310  
SALEM OR 97301 USA

If the Registered Agent has changed, the new agent has consented to the appointment.

**MEMBER**

87893898 - WAVEDIVISION HOLDINGS, LLC

401 PARKPLACE CENTER STE 103  
KIRKLAND WA 98033 USA



I declare, under penalty of perjury, that this document does not fraudulently conceal, fraudulently obscure, fraudulently alter or otherwise misrepresent the identity of the person or any officers, managers, members or agents of the limited liability company on behalf of which the person signs. This filing has been examined by me and is, to the best of my knowledge and belief, true, correct, and complete. Making false statements in this document is against the law and may be penalized by fines, imprisonment, or both.

By typing my name in the electronic signature field, I am agreeing to conduct business electronically with the State of Oregon. I understand that transactions and/or signatures in records may not be denied legal effect solely because they are conducted, executed, or prepared in electronic form and that if a law requires a record or signature to be in writing, an electronic record or signature satisfies that requirement.

**ELECTRONIC SIGNATURE**

**NAME**

VIVIAN REED

**TITLE**

AUTHORIZED AGENT

**DATE SIGNED**

02-09-2018



Secretary of State  
Corporation Division  
255 Capitol Street NE, Suite 151  
Salem, OR 97310-1327

Phone: (503) 986-2200  
Fax: (503) 378-4381  
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Registry Number: 579029-92  
Type: FOREIGN LIMITED LIABILITY COMPANY

Next Renewal Date: 02/11/2010

ASTOUND BROADBAND, LLC  
401 KIRKLAND PARKPLACE STE 500  
KIRKLAND WA 98033

### Acknowledgment Letter

The document you submitted was recorded as shown below. Please review and verify the information listed for accuracy.

If you have any questions regarding this acknowledgement, contact the Secretary of State, Corporation Division at (503) 986-2200. Please refer to the registration number listed above. A copy of the filed documentation may be ordered for a fee of \$5.00. Submit your request to the address listed above or call (503) 986-2317 with your Visa or MasterCard number.

#### Document

APPLICATION FOR AUTHORITY

Filed On  
02/11/2009

Jurisdiction  
WASHINGTON

#### Name

ASTOUND BROADBAND, LLC

#### Principal Place of Business

401 KIRKLAND PARKPLACE STE 500  
KIRKLAND WA 98033

#### Registered Agent

CORPORATION SERVICE COMPANY  
285 LIBERTY ST NE  
SALEM OR 97301

#### Mailing Address

401 KIRKLAND PARKPLACE STE 500  
KIRKLAND WA 98033

THEJOH  
ACK  
02/11/2009





Phone: (503) 986-2200  
Fax: (503) 378-4381

Application for Authority to Transact—Foreign Limited Liability Company

Secretary of State  
Corporation Division  
255 Capitol St. NE, Suite 151  
Salem, OR 97310-1327  
FilingInOregon.com

FILED

FEB 11 2009

OREGON  
SECRETARY OF STATE

REGISTRY NUMBER: 579029-92  
For office use only

In accordance with Oregon Revised Statute 192.410-192.490, the information on this application is public record. We must release this information to all parties upon request and it will be posted on our website.

For office use only

Please Type or Print Legibly in Black Ink. Attach Additional Sheet if Necessary.

1) NAME ASTOUND BROADBAND, LLC

NOTE: (Must contain the words "Limited Liability Company" or the abbreviations "LLC" or "L.L.C.") Must be identical to the name on the Certificate of Existence. See #3.

2) STATE OR COUNTRY OF ORGANIZATION

WASHINGTON

Date of Organization: 4/19/2006

8) ADDRESS OF PRINCIPAL OFFICE OF THE BUSINESS

401 KIRKLAND PARK PLACE, SUITE 500  
KIRKLAND, WA 98033

3) CERTIFICATE OF EXISTENCE

A certificate of existence, current within 60 days of delivery to this Division, authenticated by the official having custody of the organization, is attached.

9) ADDRESS WHERE THE DIVISION MAY MAIL NOTICES

401 KIRKLAND PARK PLACE, SUITE 500  
KIRKLAND, WA 98033

4) DURATION (Please check one.)

Latest date upon which the Limited Liability Company is to dissolve is \_\_\_\_\_

Duration shall be perpetual.

10) IF THIS LIMITED LIABILITY COMPANY IS NOT MEMBER MANAGED, CHECK ONE BOX BELOW.

This limited liability company is managed by a single manager.  
 This limited liability company is managed by multiple manager(s).

5) THIS FOREIGN LIMITED LIABILITY COMPANY SATISFIES THE REQUIREMENTS OF ORS 63.714(3).

6) NAME OF OREGON REGISTERED AGENT

CORPORATION SERVICE COMPANY

7) REGISTERED AGENT'S PUBLICLY AVAILABLE ADDRESS (Must be an Oregon Street Address, which is identical to the registered agent's business office.)

285 LIBERTY STREET NE  
SALEM, OR 97301

11) EXECUTION (At least one member or manager must sign.)

Signature

Printed Name

Title

[Signature]

JAMES A. PENNEY

EXECUTIVE VICE PRESIDENT

for David Division Holdings, LLC Member and Manager

12) CONTACT NAME (To resolve questions with this filing.)

DANIELLE WILSON

DAYTIME PHONE NUMBER (Include area code.)

425-896-1828

FEES

Required Processing Fee \$50  
Confirmation Copy (Optional) \$5

Processing Fees are nonrefundable.  
Please make check payable to "Corporation Division."

NOTE:

Fees may be paid with VISA or MasterCard. The card number and expiration date should be submitted on a separate sheet for your protection.

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

CP 1440

|                                               |   |       |
|-----------------------------------------------|---|-------|
| In the Matter of                              | ) |       |
|                                               | ) |       |
| ASTOUND BROADBAND, LLC                        | ) | ORDER |
|                                               | ) |       |
| Application for a Certificate of Authority to | ) |       |
| Provide Telecommunications Service in Oregon  | ) |       |
| and Classification as a Competitive Provider. | ) |       |

DISPOSITION: APPLICATION GRANTED

**Note:** By issuing this certificate, the Commission makes no endorsement or certification regarding the certificate holder's rates or service.

**The Application**

On February 5, 2009, Astound Broadband, LLC (Applicant) filed an application for certification to provide telecommunications service in Oregon as a competitive provider. Applicant proposes to provide intraexchange (local exchange) switched service (i.e., local dial tone) and non-switched, private line service (dedicated transmission service) within all exchanges of the telecommunications utilities and cooperative corporations listed in Appendices A and B to this order.

Applicant also proposes to provide interexchange switched service (toll) and non-switched, private line service (dedicated transmission service) statewide in Oregon. Applicant indicates that it intends to construct facilities and operate as a facilities-based provider, and operate as a reseller, for intraexchange and interexchange service. Applicant may purchase network elements and finished services for resale only from other certified carriers.

Applicant will not directly provide operator services as defined in OAR 860-032-0001 and will not be an 'operator service provider' as defined in ORS 759.690(1)(d).

The Commission served notice of the application on February 18, 2009. No protests or requests to be made parties of the proceeding were filed.

Based on the record in this matter, the Commission makes the following:

## FINDINGS AND CONCLUSIONS

### **Applicable Law**

Two statutory provisions apply to this application. First, ORS 759.020 governs Applicant's request to provide telecommunications as a competitive provider. Under ORS 759.020(5), the Commission shall classify Applicant as a competitive provider if Applicant demonstrates that its services are subject to competition, or that its customers or those proposed to become customers have reasonably available alternatives. In making this determination, the Commission must consider the extent to which services are available from alternative providers that are functionally equivalent or substitutable at comparable rates, terms and conditions, existing economic or regulatory barriers to entry, and any other factors deemed relevant.

Second, ORS 759.050 governs Applicant's request to provide local exchange telecommunications service. Under ORS 759.050(2)(a), the Commission may authorize Applicant to provide local exchange service within the local exchange of a telecommunications utility if the Commission determines such authorization would be in the public interest. In making this determination, the Commission must consider the extent to which services are available from alternative providers, the effect on rates for local exchange service customers, the effect on competition and availability of innovative telecommunications service in the requested service area, and any other facts the Commission considers relevant. *See* Order No. 96-021.

### **Designation as a Competitive Provider**

Applicant has met the requirements for classification as a competitive telecommunications service provider. Applicant's customers or those proposed to become customers have reasonably available alternatives. The incumbent telecommunications utilities and cooperative corporations listed in the appendices provide the same or similar local exchange services in the local service area requested by Applicant. AT&T, Sprint Communications, Qwest Corporation, Verizon Northwest Inc., and others provide interexchange telecommunications service in the service area requested by Applicant. Subscribers to Applicant's services can buy comparable services at comparable rates from other vendors. Economic and regulatory barriers to entry are relatively low.

### **Public Interest**

With regard to the general factual conclusions relevant to this proceeding, the Commission adopts the Commission's findings in Order No. 93-1850 and Order No. 96-021. Based on a review of those findings, as well as information contained in the application, the Commission concludes that it is in the public interest to grant the application of Astound Broadband, LLC to provide local exchange telecommunications service as a competitive telecommunications provider in exchanges of the

telecommunications utilities and cooperative corporations listed in the appendices, as described in the application. Further, it is in the public interest to grant statewide interexchange authority as described in the application. This finding will have no bearing on any determination the Commission may be called upon to make under sections 251 or 252 of the Telecommunications Act of 1996 (47 USC § 251, 252) with regard to the telecommunications utilities and cooperative corporations in this docket.

### **Conditions of the Certificate**

In Order No. 96-021, the Commission interpreted ORS 759.050 and established conditions applicable to competitive local exchange carriers. Also, other conditions are listed in administrative rules, including among others OAR 860-032-0007. Applicant, as a competitive provider, shall comply with the conditions adopted in Order No. 96-021, as well as all applicable laws, Commission rules, and orders related to provision of telecommunications service in Oregon.

Per ORS 759.050(2)(c) and Order No. 96-021, Applicant shall comply with the following conditions.

1. Applicant shall terminate all intrastate traffic originating on the networks of other telecommunications providers that have been issued a certificate of authority by the Commission.
2. Applicant shall make quarterly contributions to the Oregon Universal Service fund based on a Commission approved schedule and surcharge percentage assessed on all retail intrastate telecommunications services sold in Oregon, pursuant to ORS 759.425. If Applicant bills the surcharge to its end-users, Applicant shall show the charges as a separate line item on the bill with the words "Oregon Universal Service Surcharge \_\_\_\_%".
3. Applicant shall offer E-911 service. Applicant has primary responsibility to work with the E-911 agencies to ensure that all users of its services have access to the emergency system. Applicant will deliver or arrange to have delivered to the correct 911 Controlling Office its customers' Automatic Number Identification telephone numbers so the lead 911 telecommunications service provider can deliver the 911 call to the correct Public Safety Answering Point. Applicant shall work with each 911 district and lead 911 telecommunications service provider to develop procedures to match Applicant's customer addresses to the 911 district's Master Street Address Guide in order to obtain the correct Emergency Service Number (ESN) for each address. Applicant shall provide the lead 911 telecommunications service provider with daily updates of new customers, moves, and changes with the correct ESN for each.

4. For purposes of distinguishing between local and toll calling, Applicant shall adhere to local exchange boundaries and Extended Area Service (EAS) routes established by the Commission. Applicant shall not establish an EAS route from a given local exchange beyond the EAS area for that exchange.
5. When Applicant is assigned one or more NXX codes, Applicant shall limit each of its NXX codes to a single local exchange or rate center, whichever is larger, and shall establish a toll rate center in each exchange or rate center proximate to that established by the telecommunications utility or cooperative corporation serving the exchange or rate center.
6. Applicant shall pay an annual fee to the Commission pursuant to ORS 756.310 and 756.320 and OAR 860-032-0095. The minimum annual fee is \$100. Applicant is required to pay the fee for the preceding calendar year by April 1.
7. Pursuant to Oregon Laws 1987, chapter 290, sections 2-8, and to OAR chapter 860, division 033, Applicant shall ensure that the Residential Service Protection Fund surcharge is remitted to the Commission. This surcharge is assessed against each retail subscriber at a rate that is set annually by the Commission.

### **Competitive Zones**

All exchanges of the telecommunications utilities and cooperative corporations listed in the appendices to this order are designated competitive zones pursuant to ORS 759.050(2)(b).

### **Pricing Flexibility**

#### Dedicated Transmission Service

The telecommunications utilities listed in Appendix A are granted pricing flexibility for dedicated transmission service in their respective exchanges by this order. *See* Order No. 93-1850, docket UM 381.

#### Local Exchange Switched Service

Cooperative telephone companies are generally not regulated by the Commission for local exchange services, and therefore already have pricing flexibility. Any telecommunications utility exempt under ORS 759.040, listed in Appendix A, has pricing flexibility for local exchange service. By Order No. 96-021, at page 82, pursuant



to ORS 759.050(5), the Commission established procedures whereby telecommunications utilities would be granted pricing flexibility for local exchange switched services. Qwest has complied with those procedural requirements for all of its exchanges. Verizon has complied with those procedural requirements for forty-three of its forty-four exchanges.

**ORDER**

IT IS ORDERED that:

1. The application of Astound Broadband, LLC is granted with conditions described in this order.
2. Applicant is designated as a competitive telecommunications provider for intraexchange service in the local exchanges of the telecommunications utilities and cooperative corporations listed in Appendices A and B. In addition, Applicant is designated as a competitive telecommunications provider for interexchange service statewide in Oregon.
3. The local exchanges of the telecommunications utilities and cooperative corporations listed in Appendices A and B are designated as competitive zones.
4. Any obligation regarding interconnection between Applicant and the telecommunications utilities and cooperative corporations listed in Appendices A and B shall be governed by the provisions of the Telecommunications Act of 1996 (the Act). Commission Order No. 96-021 will govern the interconnection obligations between such parties for the provision of switched local services, unless otherwise addressed by an interconnection agreement or subsequent Commission order.
5. No finding contained in this order shall have any bearing on any determination the Commission may be called upon to make under sections 251 or 252 of the Act with regard to the telecommunications utilities and cooperative corporations listed in the appendices to this order.

6. The telecommunications utilities listed in Appendix A shall receive pricing flexibility on an exchange-by-exchange basis as set forth in this order.

Made, entered, and effective MAR 12 2009.



A handwritten signature in black ink, which appears to read "Lee Sparling".

---

**Lee Sparling**  
Director  
Utility Program

A party may request rehearing or reconsideration of this order pursuant to ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-014-0095. A copy of any such request must also be served on each party to the proceeding as provided by OAR 860-013-0070(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480-183.484.

APPENDIX A

CP 1440

EXCHANGES ENCOMPASSED BY THE APPLICATION:

ALL EXCHANGES OF THE TELECOMMUNICATIONS  
UTILITIES LISTED BELOW

**Telecommunications Utilities Not Exempt Pursuant to ORS 759.040**

CenturyTel of Eastern Oregon, Inc.  
CenturyTel of Oregon, Inc.  
Qwest Corporation  
United Telephone Company of the Northwest/Embarq  
Verizon Northwest Inc.

**Telecommunications Utilities Exempt Pursuant to ORS 759.040**

Asotin Telephone Company  
Cascade Utilities, Inc.  
Citizens Telecommunications Company of Oregon  
Eagle Telephone System, Inc.  
Helix Telephone Company  
Home Telephone Company  
Malheur Home Telephone Company  
Midvale Telephone Exchange  
Monroe Telephone Company  
Mt. Angel Telephone Company  
Nehalem Telecommunications, Inc.  
North-State Telephone Company  
Oregon Telephone Corporation  
Oregon-Idaho Utilities, Inc.  
People's Telephone Company  
Pine Telephone System, Inc.  
Roome Telecommunications, Inc.  
Trans-Cascades Telephone Company

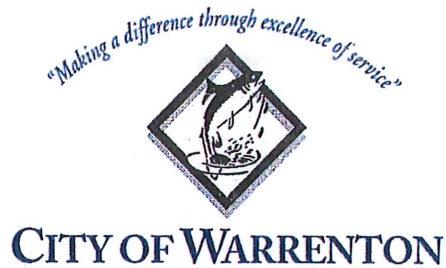
APPENDIX B

CP 1440

EXCHANGES ENCOMPASSED BY THE APPLICATION:

ALL EXCHANGES OF THE COOPERATIVE  
CORPORATIONS LISTED BELOW

Beaver Creek Cooperative Telephone Company  
Canby Telephone Association  
Clear Creek Mutual Telephone  
Colton Telephone Company  
Gervais Telephone Company  
Molalla Telephone Company  
Monitor Cooperative Telephone Co.  
Pioneer Telephone Cooperative  
Scio Mutual Telephone Association  
St. Paul Cooperative Telephone Association  
Stayton Cooperative Telephone Co.



August 11, 2016

Keith Grunberg, Director of Business Services  
CoastCom, Inc.  
151 E. Olive St.  
Newport, OR 97365

Dear Mr. Grunberg:

The Warrenton City Commission approved the transfer and assignment of CoastCom's license to operate in public rights-of-way in Warrenton, Oregon to Astound Broadband LLC., at its August 9, 2016, regular meeting.

All requirements of the City's license shall become the responsibility of Astound Broadband LLC., as of the date of the transfer and assignment. This transfer and assignment does not extend the term of the original license, which expires July 23, 2018.

This letter serves as the City's written consent to the transfer and assignment of CoastCom's license to Astound Broadband LLC. Please provide the City with any updated contacts for our records.

Please do not hesitate to contact me at (503) 861-0823.

Sincerely,

Linda Engbretson  
City Manager Pro Tem

C: April Clark, Finance Director

7-D

*"Making a difference through excellence of service"*



## CITY OF WARRENTON

# AGENDA MEMORANDUM

**TO:** The Warrenton City Commission  
**FROM:** Kevin A Cronin, Interim Community Development Director  
**DATE:** For the agenda of August 14, 2018  
**SUBJ:** Determination of nuisance—180 2<sup>nd</sup> Street

### SUMMARY

**Warrenton Municipal Code 8.16.020** states that “No person shall cause or permit a nuisance affecting public health on property owned or controlled by the person.” Nuisances listed in this section include accumulations of debris, rubbish, manure and other refuse that are not removed within a reasonable time and that affect the health of the City.

**WMC 8.16.040 Attractive Nuisances** states that no owner, or person in charge of property shall permit “unguarded machinery, equipment or other devices that are attractive, dangerous and accessible to children.

**WMC 8.16.060 Scattering rubbish** prohibits persons from depositing on public or private property, rubbish, trash, debris, refuse or any substance that would mar the appearance, create a stench or fire hazard, detract from the cleanliness or safety of the property or would be likely to injure a person, animal or vehicle traveling on a public way.

**WMC 8.16.120 Junk** prohibits keeping junk outdoors on a street, lot, or premises. “Junk” means and includes all old motor[s], old motor vehicle parts, abandoned automobiles, old machinery, old machinery parts, old appliances, parts, old iron or other metal, glass paper, lumber, wood or other waste or



discarded material.

**WMC 8.16.140 Unenumerated nuisances** declares that the conditions described above are public nuisances and may be abated as established in WMC 8.16.150 through 8.16.210. In addition to the nuisances specifically enumerated in this chapter, every other thing, substance or act that is determined by the City Commission to be injurious or detrimental to the public health, safety or welfare of the City can be declared a nuisance and may be abated.

The yard at 180 SW 2<sup>nd</sup> St has tall grass and weeds and two unregistered and inoperable vehicles. The attached photographs, taken August 6, show the violations on the subject property. Staff provided a verbal warning four weeks ago and a yellow tag two weeks ago. As a result, only one vehicle has been removed. We conclude that conditions at the subject address are consistent with and meet the intent of the descriptions of various nuisances, both enumerated and unenumerated.

The City Commission is charged with the responsibility and authority to determine whether a nuisance exists. This must be done in a public meeting, and after five days notice by letter to the owner or person in charge of the property. We sent a letter of notification on August 6 to the owner as identified in Clatsop County Assessor's records that this would be an agenda item at the August 14 City Commission meeting. The Police Department posted the site on August 6.

#### **RECOMMENDATION/SUGGESTED MOTION**

*I move to declare that enumerated and unenumerated nuisances exist at 180 SW 2<sup>nd</sup> Street, and direct staff to commence actions to notify the owner of record and person responsible for the property to abate the nuisances within 10 days as prescribed in WMC 8.16.160.*

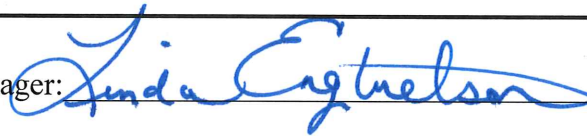
#### **ALTERNATIVE**

None recommended

### **FISCAL IMPACT**

A potential fiscal impact exists, but cannot be quantified at this time. Should the owner or person responsible not abate the nuisance within the time allowed by code, the Commission may cause the nuisance to be abated by city personnel. The cost of performing that action would be based on the amount of time for collecting the material and the cost of disposal. This expense may be recovered by providing an invoice for the expense to the owner and persons responsible. WMC 8.16.200 authorizes the city place a lien on the property for the amount of the invoice if the invoice is not paid.

Approved by City Manager:

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

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



## Kevin Cronin

---

**From:** Kevin Cronin (via Google Photos) <noreply-bf74c8bcdee1f696181914a14fb8c752@google.com>  
**Sent:** Monday, August 6, 2018 3:59 PM  
**To:** Kevin Cronin  
**Subject:** Kevin Cronin shared 3 photos with you



Kevin Cronin shared 3 photos with you



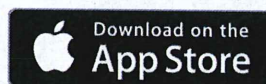
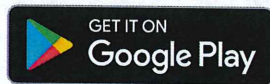




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Mountain View, CA 94043 USA



7-E

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

**AGENDA MEMORANDUM**

**TO:** The Warrenton City Commission  
**FROM:** Kevin A. Cronin, Community Development Director  
**DATE:** For Agenda of August 14, 2018  
**SUBJ:** **Deliberation:** Spur 104 Zone Change (DCA: 18-2)

**SUMMARY**

The Spur 104 Zone Change is a city sponsored, 19-acre zone change of multiple properties bordered by Spur 104 and US 101. The current zoning is a combination of Intermediate Density Residential (R10) and General Industrial (I-1). The proposed zoning is primarily Commercial Mixed Use (CMU). The existing conditions of the neighborhood is characterized by low density residential development adjacent to intense commercial development on Ensign Lane.

The City Commission held a required public hearing on July 24 and received public testimony. Staff requested an amendment to the traffic impact study to address concerns from the Oregon Department of Transportation (ODOT) and was delivered to the Commission on the same day as the hearing. As a result, staff recommended deliberation at the next regularly scheduled meeting.

After the public hearing, staff discussed options for moving forward with ODOT on the zone change. Since Spur 104 is a state highway, and this is a city-initiated zone change, ODOT can dictate the types of improvements required to maintain operational capacity at the Ensign intersection. In light of this information, there are two options for deliberation: 1) If the Commission approves the zone change, improvements to the Ensign



Warrenton City Commission Agenda Summary  
Spur 104 Zone Change (DCA 18-2)  
For Agenda of August 14, 2018

intersection, such as a traffic light, will be required to be made by the City before new development can commence or 2) Adopt the new Transportation System Plan (TSP) with new “mobility targets” that provides more flexibility for intersection operations. Once the Oregon Transportation Commission approves the new mobility targets, the city can adopt the zone change with intersection improvements already identified in the Draft TSP (left turn lane onto Ensign Lane). The Draft TSP is scheduled for an open house on October 10 with a public hearing on October 11. Staff would like to present the Draft TSP to the City Commission on November 13.

Staff is recommending “Option 2” along with a System Development Charge” district for the zone change area whereby transportation SDCs collected can be assigned to the improvements for the Ensign intersection.

#### **RECOMMENDATION/SUGGESTED MOTION**

*I move to table the decision and deliberate at such time after the new TSP is adopted and will reconsider the application and any new evidence in the record.*

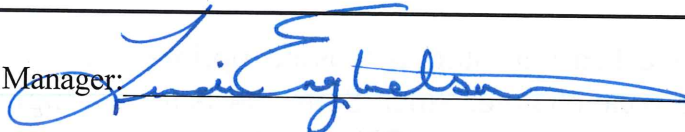
#### **ALTERNATIVE**

None recommended.

#### **FISCAL IMPACT**

Not known at this time. However, new and denser development is typically assessed at a higher level than standalone single family detached. As a result, the City will benefit from higher assessed values and property tax collections.

Approved by City Manager:



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



**CITY OF WARRENTON  
PUBLIC WORKS**

Agenda Item 7-F

Agenda Item Memorandum

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

From: Collin Stelzig, PE, Public Works Director

Date: August 14, 2018

Subj: Skipanon River Study – 8<sup>th</sup> Street Dam – USACE Support Letter

---

**Summary:**

Paul Sclafani with the US Army Corps of Engineers is requesting that the City submit a letter that supports funding a Study of the Skipanon River that includes modeling with the 8<sup>th</sup> Street Dam tidgates closed.

Previous studies developed a HEC-RAS model for the lower Skipanon River that included assessments of flood risk with tide gates at 8th Street removed to represent current conditions. The City of Warrenton, recognizing that the original intent of the tide gates was to manage flood risk, would like to understand flood risk impacts from removal of the tide gates (i.e. hydraulic modeling with and without tide gates).

**Recommendation**

N/A

**Alternative**

N/A

**Fiscal Impact**

N/A

Approved by City Manager:

*"Making a difference through excellence of service"*



**CITY OF WARRENTON**

August 14, 2018

Department of the Army  
U.S. Army Corps of Engineers  
Portland District  
ATTN: Paul Sclafani, Floodplain Manager  
333 SW First Avenue  
Portland, OR 97204

Re: Skipanon River Flood Study, City of Warrenton

Dear Sir:

The City of Warrenton is requesting technical assistance from the U.S. Army Corps of Engineers from the Floodplain Management Services program. The City wishes to assess the flood risk impact from changes to the management of a tide gate associated with the 8<sup>th</sup> Street Dam in Warrenton, OR. Previous studies developed a HEC-RAS model for the lower Skipanon River that included assessments of flood risk with tide gates at 8<sup>th</sup> Street removed to represent current conditions. The City of Warrenton, recognizing that the original intent of the tide gates was to manage flood risk, would like to understand flood risk impacts from removal of the tide gates (i.e. hydraulic modeling with and without tide gates).

The City of Warrenton expresses willingness to serve as a non-Federal sponsor and will use the information provided to inform floodplain management decisions within the study area. We would like further information on the process, funding and level of effort required. Please contact Collin Stelzig to discuss this inquiry at [rstelzig@ci.warrenton.or.us](mailto:rstelzig@ci.warrenton.or.us) or (503) 861-0912.

Sincerely,

Mayor