

September 23, 2019

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VIA EMAIL

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

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

Dear Mayor Balensifer and Members of the Warrenton City Commission:

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

I have attached the following documents:

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

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

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

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

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

Very truly yours,



Michael C. Robinson

MCR:jmhi
Enclosures

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

PDX\113023\241514\MCR\26223982.1

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

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

1. Introduction.

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

2. Effective Date of Agreement.

This Agreement shall be effective on _____, 2019.

RECITALS

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

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

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

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

REQUIREMENTS

1. The Agreement Runs with the Land.

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

2. Termination.

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

3. Requirements of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Binding Nature of This Agreement.

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

5. Authority to Enter into This Agreement.

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

6. Notice.

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

For Pacific Seafood:

Michael Miliucci

16797 SE 130th Avenue

Clackamas, Oregon 97015

For the City:

City Manager

City of Warrenton

P.O. Box 250

Warrenton, Oregon 97146-0250

7. Entire Agreement.

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

8. Recording.

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

9. Governing Law.

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

10. Venue.

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

11. Remedies.

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

12. Execution in Counterparts.

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

[Signatures and acknowledgments on following page.]

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

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

By: Henry Balensifer III, Mayor

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission Expires: _____

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY, INC.

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission Expires: _____

APPROVED AS TO FORM

EXHIBITS TO THE AGREEMENT

Exhibit 1 Legal Description of the Property

DRAFT

EXHIBIT 1
Legal Description

[to be attached]

DRAFT



Location: _____

GUEST INFORMATION

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

RESERVATION DETAILS

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

ACCEPTANCE

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

Signature: _____ Date: _____

FOR OFFICE USE ONLY

Accepted by: _____
Other Notes: _____



GENERAL TERMS AND CONDITIONS

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

1. REGISTRATION

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

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

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

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

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

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

2. PAYMENT

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

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

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

4. SITE MANAGEMENT

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

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



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

6. GUEST POLICIES

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

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

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

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

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

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

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

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

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

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

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



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

8. PERSONAL PROPERTY.

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

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

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

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

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

9. DAMAGES

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

9.2. DAMAGE DISCOVERED AFTER CHECK-OUT.

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



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

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

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

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

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

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

10. ROOM POLICIES.

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

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

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



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

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

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

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

13. **SAFETY.**

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

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

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

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

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

Sign in Sheet - Voluntary

| <u>Name</u> | <u>Address</u> | <u>Telephone #</u> | <u>E-MAIL</u> |
|---------------------|----------------|--------------------|--------------------------|
| Harry & Karyn Grass | 30 NW 17th Pl, | 720 244 6766 | |
| Hil & Ann Gramson | 15 NW 17th | | hstorica@gmail.com |
| Rebecca Rubens | | 503.446.3007 | rebeccarubens7@gmail.com |

August 19, 2019

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

VIA EMAIL

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

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

Dear Mr. Cronin:

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

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

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

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

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

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

Very truly yours,



Michael C. Robinson

MCR:jmhi
Enclosure

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

PDX\113023\241514\MCR\25996755.1

REPORT OF NEIGHBORHOOD MEETING

SPONSORED BY

PACIFIC SEAFOOD GROUP

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

AT THE

WARRENTON COMMUNITY CENTER

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

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

III. The following documents were available:

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

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

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

VI. Questions and Answers.

1. Where is the dorm located?

Answer: On the far side of the building.

2. When will employees reside in the dormitory?

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

3. How will the dorm be run?

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

4. Will parking be provided?

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

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

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

6. Will there be an on-site manager?

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

7. Will there be a cleaning service?

Answer: Yes.

8. How will this be presented to the neighbors?

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

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

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

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

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

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

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

12. Will the employees use the river path?

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

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

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

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

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

15. This is bunkhouse, not a dormitory.

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

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

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

Dictionary.com definition of dormitory:

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

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

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

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

16. Are children allowed in the facility?

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

17. When will the facility open?

Answer: In early 2020.

18. Conditions will not be livable.

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

19. Improve the appearance of the building.

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

MCR/jmhi
Attachments



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

Warrenton Community Center
170 SW 3rd Street

Dear Neighbors:

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

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

Very truly yours,

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

Michael Miliucci
Pacific Seafood

Sign in Sheet - Voluntary

| <u>Name</u> | <u>Address</u> | <u>Telephone #</u> | <u>E-MAIL</u> |
|---------------------|----------------|--------------------|--------------------------|
| Harry & Karyn Grass | 30 NW 17th Pl, | 720 244 6766 | |
| Hil & Ann Gramson | 15 NW 17th | | hastoria@gmail.com |
| Rebecca Rubens | | 503.446.3007 | rebeccarubens7@gmail.com |

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

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

1. Introduction.

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

2. Effective Date of Agreement.

This Agreement shall be effective on _____, 2019.

RECITALS

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

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

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

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

REQUIREMENTS

1. The Agreement Runs with the Land.

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

2. Termination.

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

3. Requirements of the Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

4. Binding Nature of This Agreement.

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

5. Authority to Enter into This Agreement.

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

6. Notice.

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

For Pacific Seafood:

Michael Miliucci

16797 SE 130th Avenue

Clackamas, Oregon 97015

For the City:

City Manager

City of Warrenton

P.O. Box 250

Warrenton, Oregon 97146-0250

7. Entire Agreement.

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

8. Recording.

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

9. Governing Law.

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

10. Venue.

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

11. Remedies.

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

12. Execution in Counterparts.

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

[Signatures and acknowledgments on following page.]

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

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

By: Henry Balensifer III, Mayor

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission Expires: _____

PACIFIC SEAFOOD GROUP ACQUISITION
COMPANY, INC.

By: _____
Title: _____

STATE OF OREGON)
) ss.
County of _____)

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

Notary Public for Oregon
My Commission Expires: _____

APPROVED AS TO FORM

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

EXHIBITS TO THE AGREEMENT

Exhibit 1 Legal Description of the Property

DRAFT

EXHIBIT 1
Legal Description

[to be attached]

DRAFT

PRELIMINARY PLANT SCHEDULE

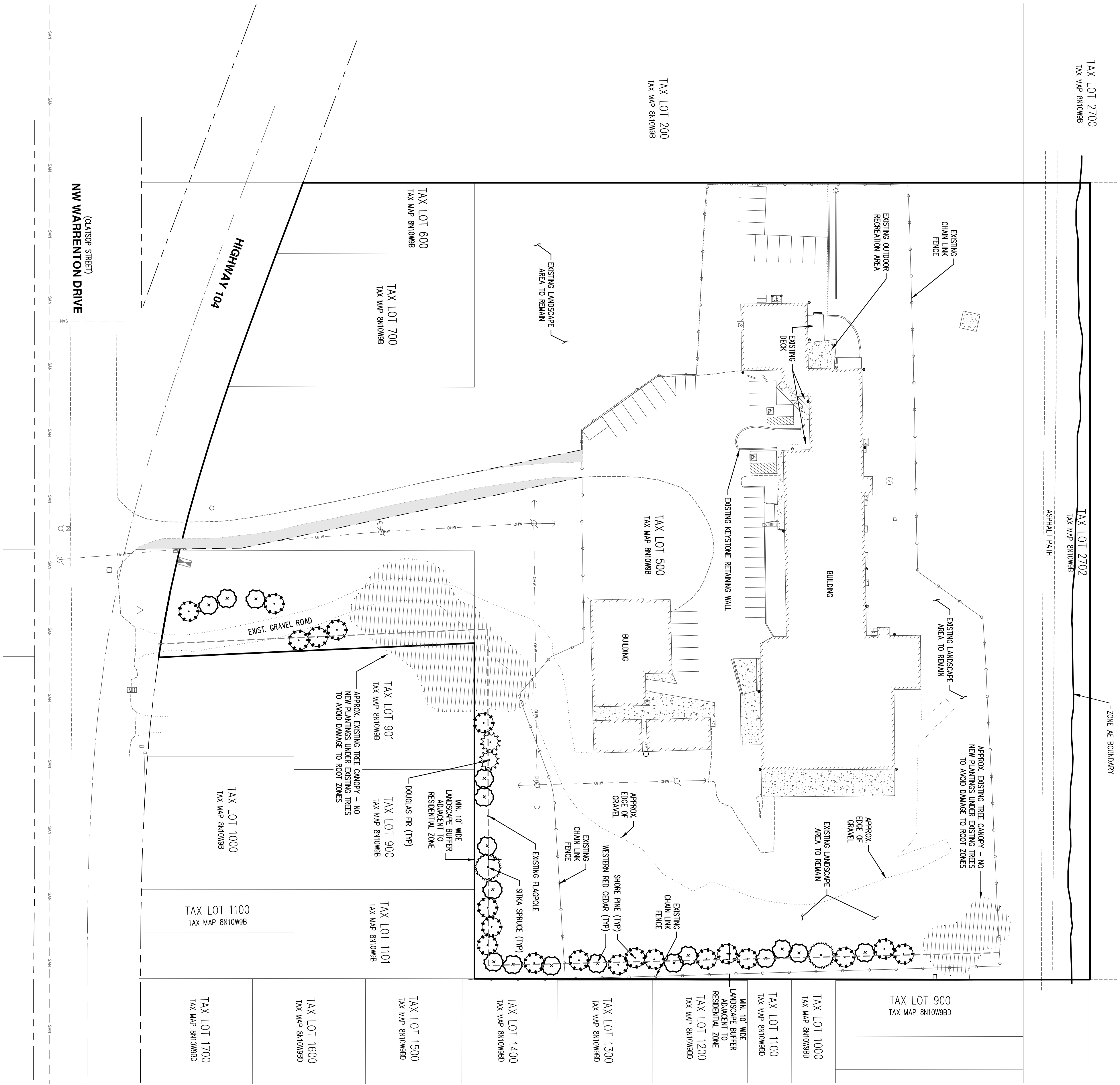
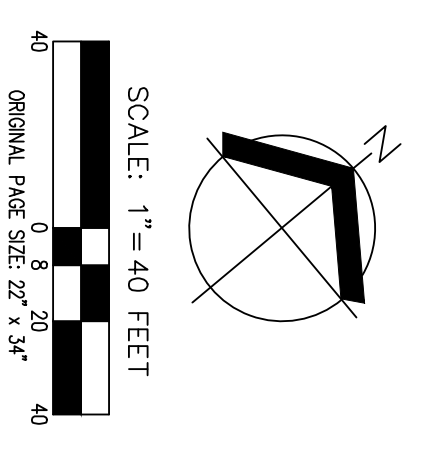
| TREES | QTY | BOTANICAL NAME | COMMON NAME | SIZE/CONTAINER |
|-------|-----|--|-------------------|----------------|
| | 2 | POCEA SITCHENSIS (ESTIMATED MATURE SIZE: 100' HT. X 20'-40' SPREAD) | SITKA SPRUCE | 5'-6" HT. B&B |
| | 20 | PNUS CONTORTA (ESTIMATED MATURE SIZE: 45' HT. X 30' SPREAD) | SHORE PINE | 6'-7" HT. B&B |
| | 2 | PSEUDOTSUGA MENZESII (ESTIMATED MATURE SIZE: 150' + HT. X 30' SPREAD) | DOUGLAS FIR | 5'-6" HT. B&B |
| | 17 | THUJA PLICATA (ESTIMATED MATURE SIZE: 70'+ HT. X 20'-25' SPREAD) | WESTERN RED CEDAR | 6'-7" HT. B&B |

EXISTING CANOPY **DESCRIPTION**
 APPROXIMATE EXISTING TREE CANOPY BASED ON AERIAL IMAGERY

LEGAL DESCRIPTION FOR PROJECT SITE: TAX LOT 500, TAX LOT 600, AND TAX LOT 700
 SITE ZONING: I-2 WATER DEPENDENT INDUSTRIAL SPOKELANDS
 SITE AREA = 340,677 SF±
 MIN. LANDSCAPE AREA (GENERAL INDUSTRIAL) = 20% SITE AREA (68,135 SF)
 ON-SITE LANDSCAPE AREA (EXISTING & PROPOSED) = 136,711 SF± (40%)

GENERAL LANDSCAPING NOTES:

- LANDSCAPING PLAN IS PRELIMINARY AND INTENDED TO SHOW DESIGN INTENT ONLY. REVISIONS OR SUBSTITUTIONS MAY BE REQUIRED BASED ON FINAL SITE LAYOUT, PLANT AVAILABILITY, AND OTHER UNFORESEEN CONDITIONS PRIOR TO FINAL SUBMITTAL AND APPROVAL TO THE CITY.
- LANDSCAPING SHALL CONFORM TO APPLICABLE CITY OF WARRENTON DESIGN STANDARDS INCLUDING WATER-DEPENDENT INDUSTRIAL SPOKELANDS (I-2) DISTRICT STANDARDS.
- EXISTING VEGETATION SHALL BE PRESERVED AND PROTECTED TO THE GREATEST EXTENT PRACTICABLE. INVASIVE SPECIES, INCLUDING HIMALAYAN BLACKBERRY AND SCOTCH BROOK, SHALL BE REMOVED FROM THE SITE WHERE ENCOUNTERED. RESTORE AND RESEED EXISTING TURF AREA WHERE DISTURBED BY CONSTRUCTION ACTIVITY AND UNDERGROUND UTILITY INSTALLATION.
- PROPOSED LANDSCAPING IS COMPOSED OF NATIVE CONIFER TREES. TEMPORARY IRRIGATION, EITHER BY USE OF HAND WATERING, TREE WATERING BASIN, OR OTHER METHODS, SHALL BE UTILIZED FOR PLANT ESTABLISHMENT AND SURVIVAL. OWNER WILL BE RESPONSIBLE FOR ONGOING MAINTENANCE, INCLUDING REPLACEMENT OF DEAD PLANT MATERIAL.
- EXISTING TREE CANOPY AS SHOWN IS ESTIMATED BASED ON AERIAL IMAGERY AND FROM SITE PHOTOS TAKEN BY AKS SURVEY STAFF ON 4/23/2019.



AKS
 AKS ENGINEERING & FORESTRY, LLC
 12965 SW HERMAN RD, STE 100
 TUALATIN, OR 97062
 503.563.6151
 WWW.AKS-ENG.COM

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

PRELIMINARY LANDSCAPE PLAN
1815 NW WARRENTON DRIVE
WARRENTON, OREGON

P-06

RECEIVED
 07/24/2019
 PRELIMINARY
 ARCHITECT

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

PACIFIC SEAFOOD
SITE PLAN - 2 APRIL 2019





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

Warrenton Community Center
170 SW 3rd Street

Dear Neighbors:

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

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

Very truly yours,

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

Michael Miliucci
Pacific Seafood



September 16, 2019

Dear Neighbors:

RE: Revised Dormitory Rules

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

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

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

Sincerely,

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

Michael Miliucci

Enclosure



September 5, 2019

Dear Neighbors:

RE: Draft Good Neighbor Agreement

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

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

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

Michael Miliucci

Enclosure

cc Mr. Kevin Cronin