



City of Warrenton Planning Commission

Meeting Agenda

Thursday December 11, 2025 – 6:00 PM
City Hall, 225 S. Main Warrenton, OR 97146

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/89424483614?pwd=aQEMoaWvubiH6xmWNVHpQtix5LWv8a.1>

Meeting ID: 894 2448 3614 | Passcode: 12345 | Dial-in Number: 253-215-8782

Below are the methods to provide public comment and/or public testimony on a public hearing:

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

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

1. Call to Order & Pledge of Allegiance

2. Attendance

3. Elections

- A. Action Item: Nominate and motion to appoint a Chair for the 2025 calendar year
- B. Action Item: Nominate and motion to appoint a Vice Chair for the 2025 calendar year

4. Approval of Minutes

- A. Planning Commission Regular Minutes – 10.09.2025

5. Public Comment

6. Public Hearings

- A. **RZ-23-1** Hammond Rezone from General Industrial to Medium Density Residential

7. Business Items

8. Discussion Items

9. Good of the Order

10. Adjournment

Next Regular Meeting: January 8, 2026



City of Warrenton Planning Commission

Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Thursday, October 09, 2025

City Commission meeting called to order at 6:00 pm and Pledge of Allegiance

Attendance

Commission Members	Present	Excused
Tony Faletti	X	
Dan Heath	X	
Mike Moha	X	
Karin Hopper	X	
Chris Hayward	X	
Colin Atkinson	X	
Nicole Bian	X	

Staff Members Present	
Planning Director Jeffrey Adams	Planning Commission Secretary Judith Stich

Approval of Minutes

- A. Planning Commission Special Minutes and Planning Commission Regular Minutes 09.11.2025

Motion:	I make the motion to approve the minutes to the 09.11 Planning Commission				
Moved:	Faletti				
Seconded:	Hopper	Aye	Nays	Absent	Recused
Vote:	Faletti	X			
	Heath	X			
	Moha	X			
	Hopper	X			
	Hayward	X			
	Atkinson	X			
	Bian	X			
Passed:	7/0				

Public Comment – None

Public Hearings

A. SUB-25-1 and V-25-1

Chair Moha brought back to the table both applications. Jeffrey Adams gave the staff report mentioning the reason for tabling deliberation until the current meeting to allow sufficient time for public comment. Chair Moha then asked the commissioners to deliberate.

The maintenance of the road was deliberated. It was mentioned that the maintenance of the road would be up to the owners and not that of the City. Much of the discussion rested on the access road and the feasibility of the development of that road. It was mentioned that this was a health and safety concern based on the possibility of a road blockage and the inability of emergency vehicles to access the new homes.

The conditions of approval were discussed to ensure that they reflected the intentions of the commissioners. Condition fourteen was discussed and it was decided to amend the language to strike a portion and add slightly different language. It was discussed briefly adding a condition regarding maintenance, but it was decided that the condition already existed and an HOA wouldn't be supported by the City. Condition fourteen was reread and discussed for clarity.

Motion:	Based on the finding and conclusions of the October 9, 2025 staff report with changes to number fourteen of the conclusions and recommendations as discussed, I move to approve SUB-25-1 and V-25-1 Kalmia North and Kalmia South subdivisions and variances subject to the conditions of approval included in the staff report				
Moved:	Hopper				
Seconded:	Faletti	Aye	Nays	Absent	Recused
Vote:	Faletti	X			
	Heath	X			
	Moha	X			
	Hopper	X			
	Hayward	X			
	Atkinson	X			
	Bian	X			
Passed:	7/0				

B. SDR-25-5 and CUP-25-4

Chair Moha opened the public hearing. After the hearing was opened, Mr. Adams presented the staff report. It was asked of staff about the allowance of off-site parking in this application and the worry that it might set a precedence for future development. Mr. Adams responded that off-site parking was allowed by the City Code. There were many questions regarding details that were more suitable for the applicant to speak to. Due to that, the applicant was called up by Chair Moha.

The applicant addressed the issues that the commissioners had raised to Mr. Adams. The applicant mentioned that the idea was for boats and gear to be stored below and the upstairs to be rented

out as living space. The owner of the property spoke regarding the need for gear storage spaces and places for the workers on the boats to stay while they were working for his company. A commissioner asked about ADA compliance and whether the units above would be accessible considering there was ADA parking. The response from the applicant was that the code requires the ADA parking space, but it is not required to provide ADA access to the units above. There were no further questions for the applicant.

Chair Moha, having no one to testify, closed the public testimony and moved on to deliberations amongst the commissioners. There was a brief discussion regarding the type of development, its location and the conditions and it was agreed by most of the commissioners that it was a good fit for the area. There was opposition from Commissioner Heath citing the off-site parking as a major concern.

Motion:	Based off the findings and conclusions of the October 9, 2025 staff report I move to approve conditional use-25-4 and SDR-25-5 subject to the conditions of approval included in the staff report				
Moved:	Faletti				
Seconded:	Atkinson	Aye	Nays	Absent	Recused
Vote:	Faletti	X			
	Heath		X		
	Moha	X			
	Hopper	X			
	Hayward	X			
	Atkinson	X			
	Bian	X			
Passed:	6/1				

C. ORD-25-1

Chair Moha opened the public hearing to rename NE Iredale to Isobar Avenue. Mr. Adams presented the staff report. The history of the ordinance was stated, and it was mentioned that to avoid confusion, the street Iredale was too prolific, and it would be renamed. Mr. Adams turned the hearing back to the Chair.

As there was no public testimony, the commissioners deliberated briefly amongst themselves. It was asked if this was requested by the Police and Fire departments and the City Manager, Esther Moberg responded that it was the wish of the city and the tenants of the storage units located on the currently unidentifiable road. There were no more questions and Chair Moha requested a motion.

Motion:	I move to recommend the city commission approve Ordinance 1297 renaming NE Iredale Avenue in the City of Warrenton				
Moved:	Hopper				
Seconded:	Heath	Aye	Nays	Absent	Recused
Vote:	Faletti	X			
	Heath	X			

	Moha	X			
	Hopper	X			
	Hayward	X			
	Atkinson	X			
	Bian	X			
Passed:	7/0				

Business Items - None

Discussion Items

A. Sign Code Revision

Mr. Adams gave some background regarding the timeline of the sign code revision. He spoke about the task force report and mentioned that the sample ordinance had not been included in the report. Mr. Adams also mentioned that there were some spots that would need to be filled in during a greater discussion. It was stated by Mr. Adams that he would just like to discuss how the process would go. The commissioners agreed that starting after the first of the year would be best, and scheduling discussion during commission meetings that had less items on the agenda would be ideal. Mr. Adams gave a brief idea of the issues that would be covered.

Good of the Order - None

Adjournment

There being no further business, Chair Moha adjourned the meeting at 7:08 pm.

Approved:

Attest:

Mike Moha, Chair

Judith Stich, Secretary



City Of Warrenton
Planning Department
Comprehensive Plan Amendment
WMC 16.232

OFFICE USE	FEE \$2,000
	File# CP - _____ - _____
	Date Received _____
	Receipt# _____

Amendments to the Warrenton Comprehensive Plan may be necessary from time to time to reflect changing community conditions, needs, and desires, to correct mistakes, or to address changes in state law (i.e., ORS, OAR, and Statewide Planning Goals). A property owner or designated representative may initiate a request to amend the Warrenton Comprehensive Plan by filing an application with the Planning Department in accordance with the requirements of WMC 16.208.060. In addition, the applicant shall provide any related plans, drawings, and/or information needed to provide background for the request.

Property

Address: _____

Tax Lot (s): _____

Zone: _____ Flood Zone: _____ Wetlands: _____

Applicant

Name (s): _____

Phone: _____ E-Mail Address: _____

Mailing Address: _____

Applicant Signature(s): _____ Date: _____

Property Owner (if different from applicant)

Name (s): _____

Phone: _____ E-mail Address: _____

Mailing Address: _____

Owner's Signature: _____ Date: _____

I am a record owner of property (person(s) whose name is on the most recently-recorded deed), or contract purchaser with written permission from the record owner and am providing my signature as written authorization for the applicant to submit this application.

Description of Amendment (Include Chapter and Section)

Comprehensive Plan Amendment Review Criteria

Please provide written responses to each of the criteria below that clearly explain how your proposal meets each item. Attach a separate piece of paper if needed. Be as specific as possible. "Yes" and "No" responses are not sufficient.

1. Does the proposal conform to the applicable Oregon Revised Statutes? Yes____ No____

Please explain: _____

2. Does the proposal conform to the Statewide Planning Goals? Yes____ No____

Please explain: _____

3. Is there a change of circumstances or further studies justifying the amendment?

Please explain: _____

This application will not be officially accepted until department staff have determined that the application is filled out and signed, the application fee has been paid, and the submittal requirements have been met.



City Of Warrenton
Planning Department
Rezone (Zoning Map Amendment)
WMC 16.232

OFFICE USE	FEE \$2,000
	File# RZ - _____ - _____
	Date Received _____
	Receipt# _____

Amendments to the Warrenton Zoning Map may be necessary from time to time to reflect changing community conditions, needs, and desires, to correct mistakes, or to address changes in state law (i.e., ORS, OAR, and Statewide Planning Goals). A property owner or designated representative may initiate a request to amend the Warrenton Zoning Map by filing an application with the Planning Department in accordance with the requirements of WMC 16.208.060. In addition, the applicant shall provide any related plans, drawings, and/or information needed to provide background for the request.

Property

Address: _____
 Tax Lot (s): _____
 Zone: _____ Flood Zone: _____ Wetlands: _____

Applicant

Name (s): _____
 Phone: _____ E-Mail Address: _____
 Mailing Address: _____
 Applicant Signature(s): _____ Date: _____

Property Owner (if different from applicant)

Name (s): _____
 Phone: _____ E-mail Address: _____
 Mailing Address: _____
 Owner's Signature: _____ Date: _____

I am a record owner of property (person(s) whose name is on the most recently-recorded deed), or contract purchaser with written permission from the record owner and am providing my signature as written authorization for the applicant to submit this application.

Description of Existing Conditions

1. Existing use of site: _____
2. Existing zoning of the subject property: _____
3. Proposed zoning of the subject property: _____
4. Existing zoning of the surrounding properties:
North: _____
East: _____
South: _____
West: _____

Rezone (Zoning Map Amendment) Review Criteria

Please provide written responses to each of the criteria below that clearly explain how your proposal meets each item. Attach a separate piece of paper if needed. Be as specific as possible. "Yes" and "No" responses are not sufficient.

1. Does the proposal conform to the applicable Oregon Revised Statutes? Yes____ No____

Please explain: _____

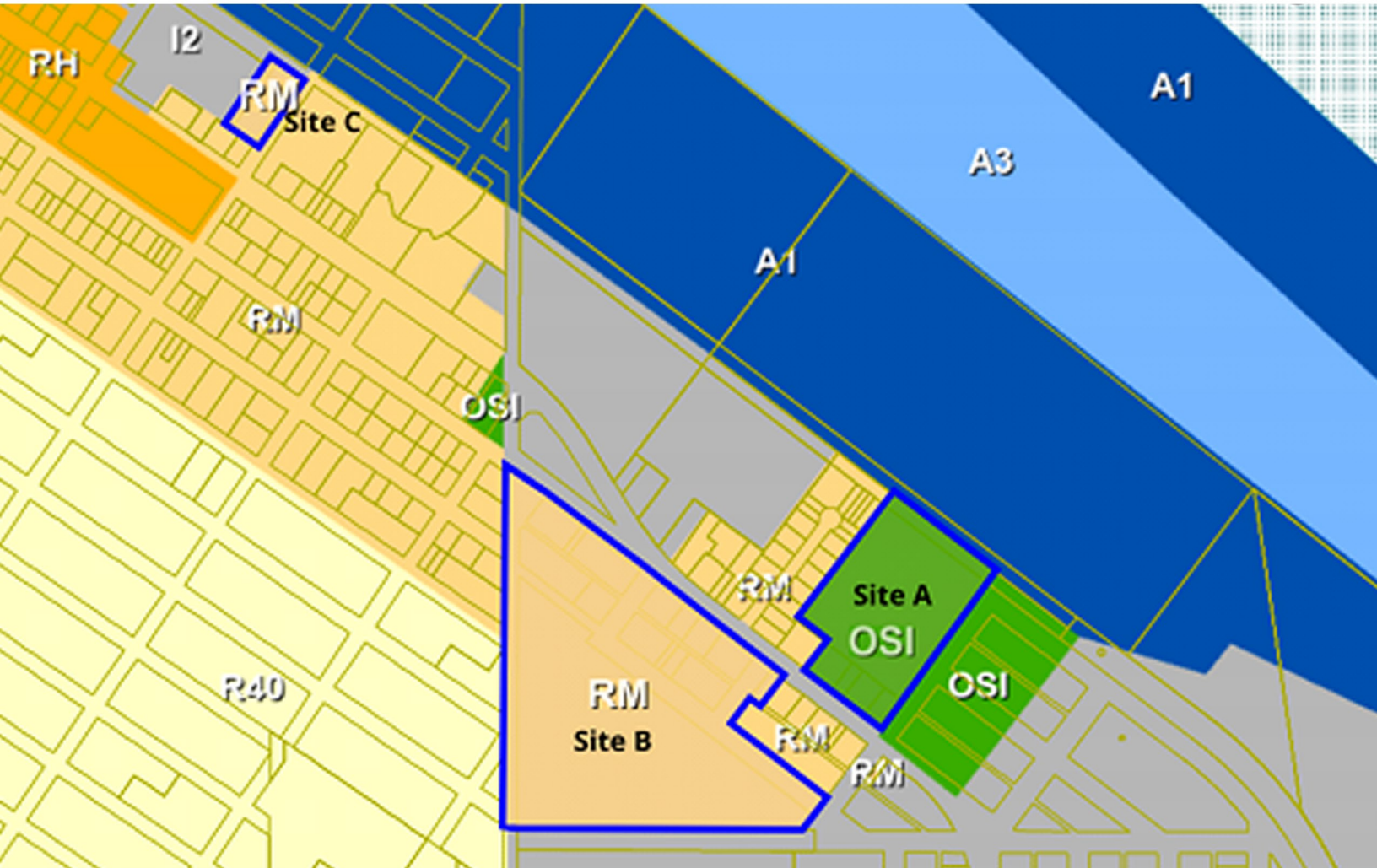
2. Does the proposal conform to the Statewide Planning Goals? Yes____ No____

Please explain: _____

3. Is there a change of circumstances or further studies justifying the amendment?

Please explain: _____

This application will not be officially accepted until department staff have determined that the application is filled out and signed, the application fee has been paid, and the submittal requirements have been met.



WARRENTON - ZONE CHANGE

WARRENTON, OR

APPLICANT'S REPRESENTATIVE

3J CONSULTING, INC.
9600 NW NIMBUS AVENUE, SUITE 100
BEAVERTON, OR 97008
CONTACT: SAM HUCK, AICP
PHONE: 971.253.4220

APPLICATION TYPE

TYPE IV - COMPREHENSIVE PLAN MAP AMENDMENT
TYPE IV - ZONE CHANGE

SUBMITTAL DATE

NOVEMBER 7, 2025

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Appendix A – Land Use Application Forms

Appendix B – Signed Rezone Agreements

FIGURES

Table 1: All Properties and Owner Information

Figure 1: All Sites Existing Zoning

Figure 2: All Sites Proposed Zoning

Figure 3: Site A Existing Zoning

Figure 4: Site A Proposed Zoning

Figure 5: Site B Existing Zoning

Figure 6: Site B Proposed Zoning

Figure 7: Site C Existing Zoning

Figure 8: Site C Proposed Zoning

GENERAL INFORMATION

Contact Applicant:

City of Warrenton

225 S Main Ave PO Box 250.

Warrenton, OR 97146

Contact: Esther Moberg

Phone: 971.286.2017

Email: emoberg@warrentonoregon.us

Applicant's Representative
and Planning Consultant:

3J Consulting, Inc.

9600 SW Nimbus Avenue, Suite 100

Beaverton, OR 97008

Contact: Sam Huck, AICP

Phone: 971.253.4220

Email: sam.huck@3j-consulting.com

SITE A INFORMATION

Parcel Numbers:	81009BD03000, 81009BD04100, 81009BD04200, 81009BD04300, 81009BD04400, 81009BD02800
Gross Site Area:	~ 7.5 acres
Current Comprehensive Plan Designation	Urban Development (ESWD)
Proposed Comprehensive Plan Designation	Conservation
Current Zoning Designation:	Water Dependent Industrial (I2)
Proposed Zoning Designation:	Open Space Institutional (OSI)
Existing Use:	Vacant
Surrounding Zoning:	The properties to the north are zoned Aquatic Development (A1). The properties to the south are zoned Water Dependent Industrial (I2) and Medium Density Residential (RM). The properties to the east are zoned Open Space Institutional (OSI). The properties to the west are zoned Medium Density Residential (RM).
Street Classification:	NW Warrenton Drive is classified as a Urban Major Collector.

SITE B INFORMATION

Parcel Numbers:	81009B001800, 81009B001801, 81009B001802, 81009B001900, 81009BD05000, 81009BD05100, 81009BD05200, 81009BD05300, 81009BD05400, 81009BD05500, 81009BD05600, 81009BD05800, 81009B002601, 81009B001901, 81009BD05700
Gross Site Area:	~ 16.9 acres
Current Comprehensive Plan Designation	Urban Development (ESWD)
Proposed Comprehensive Plan Designation	Urban Development (Other Shorelands)
Current Zoning Designation:	Water Dependent Industrial (I2)
Proposed Zoning Designation:	Medium Density Residential (RM)
Existing Use:	Vacant
Surrounding Zoning:	The properties to the north are zoned Water Dependent Industrial (I2) and Medium Density Residential (RM). The properties to the south are zoned Water Dependent Industrial (I2). The properties to the east are zoned Water Dependent Industrial (I2) and Medium Density Residential (RM). The properties to the west are zoned Low Density Residential (R-40) and Medium Density Residential (RM).
Street Classification:	NW Warrenton Drive is classified as a Urban Major Collector.

SITE C INFORMATION

Parcel Numbers:	81009BB00900, 81009BB01000
Gross Site Area:	~ 0.9 acres
Current Comprehensive Plan Designation	Urban Development (ESWD)
Proposed Comprehensive Plan Designation	Urban Development (Other Shorelands)
Current Zoning Designation:	Water Dependent Industrial (I2)
Proposed Zoning Designation:	Medium Density Residential (RM)
Existing Use:	Vacant
Surrounding Zoning:	The properties to the north are zoned Aquatic Development (A1). The properties to the south are zoned Medium Density Residential (RM). The properties to the east are zoned Medium Density Residential (RM). The properties to the west are zoned Water Dependent Industrial (I2).
Street Classification:	Enterprise Street is classified as a Local Road.

INTRODUCTION

APPLICANT'S REQUEST

The Applicants propose to amend the zoning map and comprehensive plan map of several properties within the City of Warrenton and seek approval of a Zone Change application and Comprehensive Plan Map amendment. This narrative describes the proposed development and demonstrates compliance with the relevant approval standards of the City of Warrenton Title 16 Development Code and the Warrenton Comprehensive Plan.

Zone change applications and comprehensive plan map amendments are evaluated under the quasi-judicial amendments decision process. After an initial public hearing, the Planning Commission will provide a recommendation to the City Commission who will render the Type IV final decision after a second public hearing on the application is held.

SITE DESCRIPTION/SURROUNDING LAND USE

The subject properties are broken into three separate sites.

Site A is approximately 7.5 acres in size and is identified as tax lots 81009BD03000, 81009BD04100, 81009BD04200, 81009BD04300, 81009BD04400, and 81009BD02800. The site is located within the City of Warrenton and is currently zoned Water Dependent Industrial (I2). The site has generally flat topography and is currently in use as a City Park. Site A fronts and takes access from NW Warrenton Drive and surrounding properties are also located within the City of Warrenton. The properties to the north are zoned Aquatic Development (A1), the properties to the east are zoned Open Space Institutional (OSI), and the properties to the south and west are zoned Medium Density Residential (RM). The site is abutted by a park use to the east, and residential uses to the west.

Site B is approximately 16.9 acres in size and is identified as tax lots 81009B001800, 81009B001801, 81009B001802, 81009B001900, 81009BD05000, 81009BD05100, 81009BD05200, 81009BD05300, 81009BD05400, 81009BD05500, 81009BD05600, 81009BD05800, 81009B002601, 81009B001901, and 81009BD05700. The site is located within the City of Warrenton and is currently zoned Water Dependent Industrial (I2). The site has generally flat topography and is currently undeveloped/vacant. Site B fronts and takes access from NW Warrenton Drive, and all surrounding properties are located within the City of Warrenton. The properties surrounding Site B are zoned Medium Density Residential (RM), and Low Density Residential (R40). The site is abutted by other vacant land and residential uses.

Site C is approximately 0.9 acres in size and is identified as tax lots 81009BB00900, and 81009BB01000. The site is located within the City of Warrenton and is currently zoned Water Dependent Industrial (I2). The site has generally flat topography and is currently developed with residential uses. Site C fronts and takes access from Enterprise Street, and surrounding properties are located within the City of Warrenton. The properties surrounding Site C are zoned Water Dependent Industrial (I2) and Medium Density Residential (RM). The site is abutted by other residential uses.

The full list of properties and their owners are detailed in Table 1, below.

Parcel	Owner(s)	Approximate Acreage	Current Zone	Proposed Zone	Existing Comp Plan Designation	Proposed Comp Plan Designation
Site A						
81009BD03000	City of Warrenton	5.99	I-2	OSI	ESWD	Conservation
81009BD04100		0.36	I-2	OSI	ESWD	Conservation
81009BD04200		0.14	I-2	OSI	ESWD	Conservation
81009BD04300		0.29	I-2	OSI	ESWD	Conservation
81009BD04400		0.21	I-2	OSI	ESWD	Conservation
81009BD02800		0.56	I-2	OSI	ESWD	Conservation
Site B						
81009B001800	Stutzman James H Living Trust; Stutzman James H; Patricia Stutzman	0.07	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009B001801		0.47	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009B001802		0.67	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009B001900	Nichols, Jon	0.80	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05000	Williamson, Eric R; Valentine Kersten M	0.13	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05100		0.40	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05200		0.27	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05300	Whitmore Janet D; Whitmore Eric J; Smit Tiffany L	0.20	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05400		0.33	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05500		0.47	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05600		0.07	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05800	Ray Nora Georgiana Rev Trust; Ray Nora Georgiana;	0.53	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009B002601	Rubens Joseph F; Rubens Rebecca;	12.07	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009B001901	Brothen Cathleen J; Morris Colleen C	0.33	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BD05700	Burkleo Thomas O; Burkleo Delores D	0.13	I-2	RM	ESWD Shorelands	Other Urban Shorelands
Site C						
81009BB00900	Whitney Mark Clifford; Christina N	0.53	I-2	RM	ESWD Shorelands	Other Urban Shorelands
81009BB01000		0.41	I-2	RM	ESWD Shorelands	Other Urban Shorelands
Total		25.43				

Table 1, All Properties and Owner Information

BACKGROUND AND PROPOSAL

The City of Warrenton has been working with the property owners on each of the sites to gather interest and help facilitate a collective comprehensive plan map amendment and zone change proposal for each of the three sites. This application is being applied by ten separate land owners including the City of Warrenton. 3J Consulting, Inc. is acting as the collective Applicant's representative.

The proposal is to change the comprehensive plan map designation and zoning of the subject properties from their existing zoning to the proposed zoning, which is detailed in the description of each of the three Sites in Table 1. The following figures below demonstrate for illustrative purposes the existing zoning and the proposed zoning requested in this zone change application.

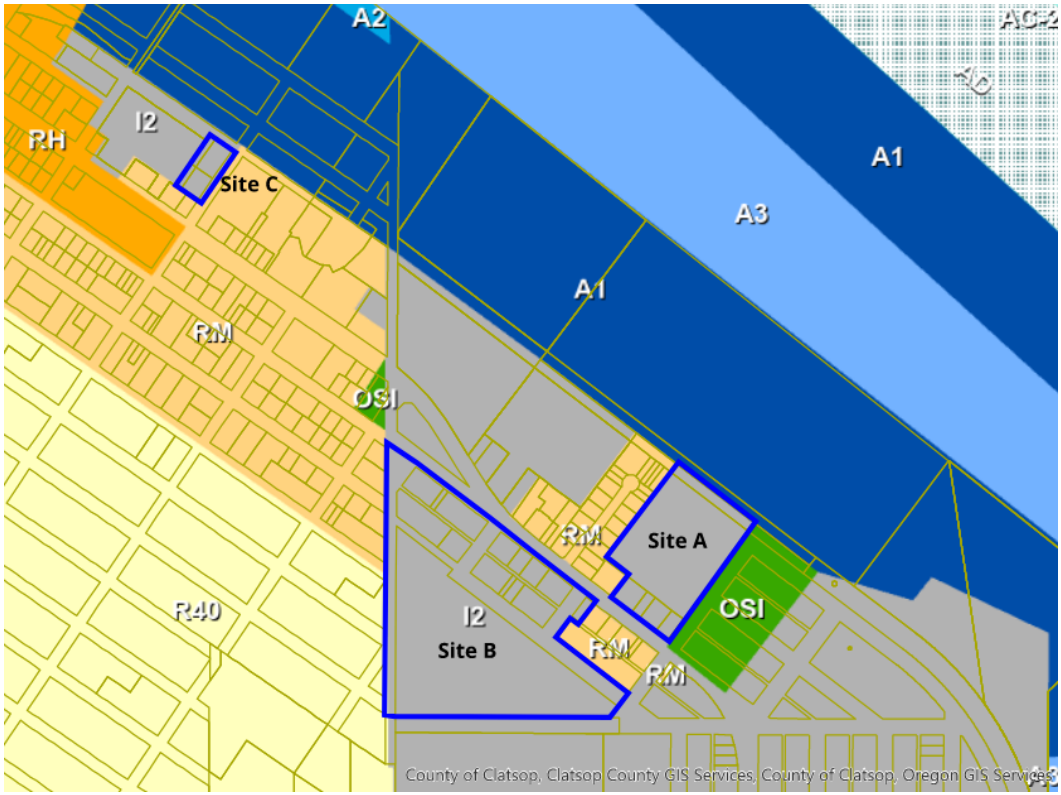


Figure 1. All Sites Existing Zoning

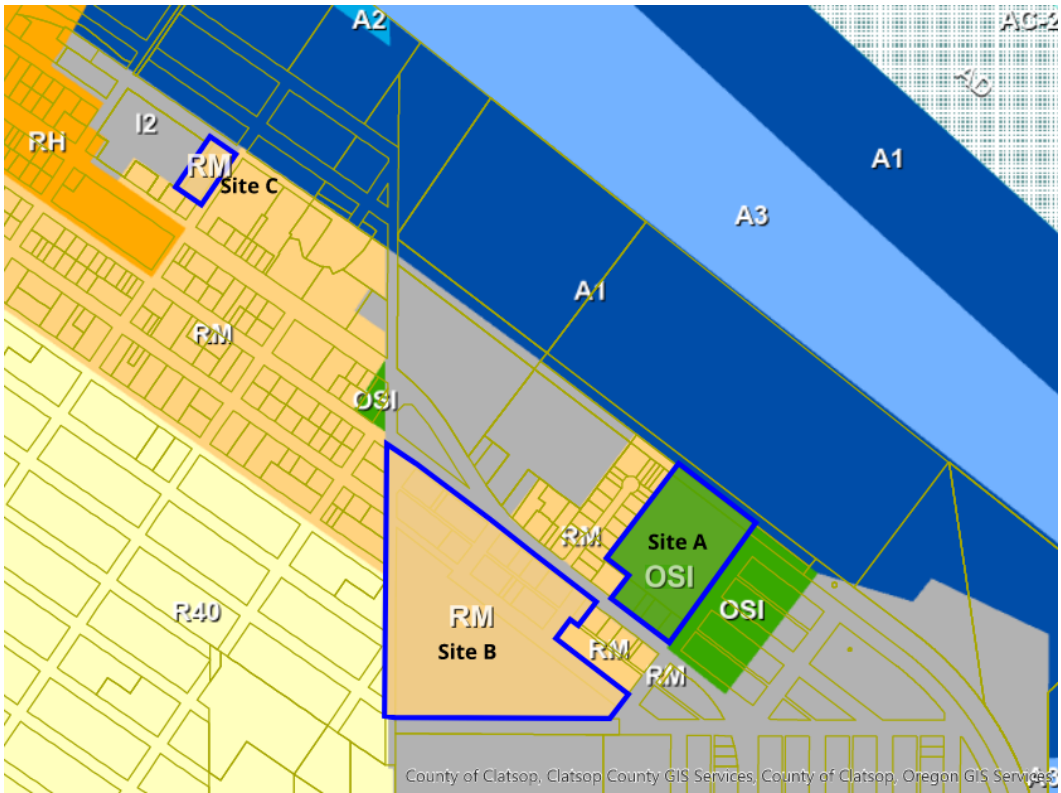


Figure 2. All Sites Proposed Zoning



Figure 3. Site A Existing Zoning



Figure 4. Site A Proposed Zoning

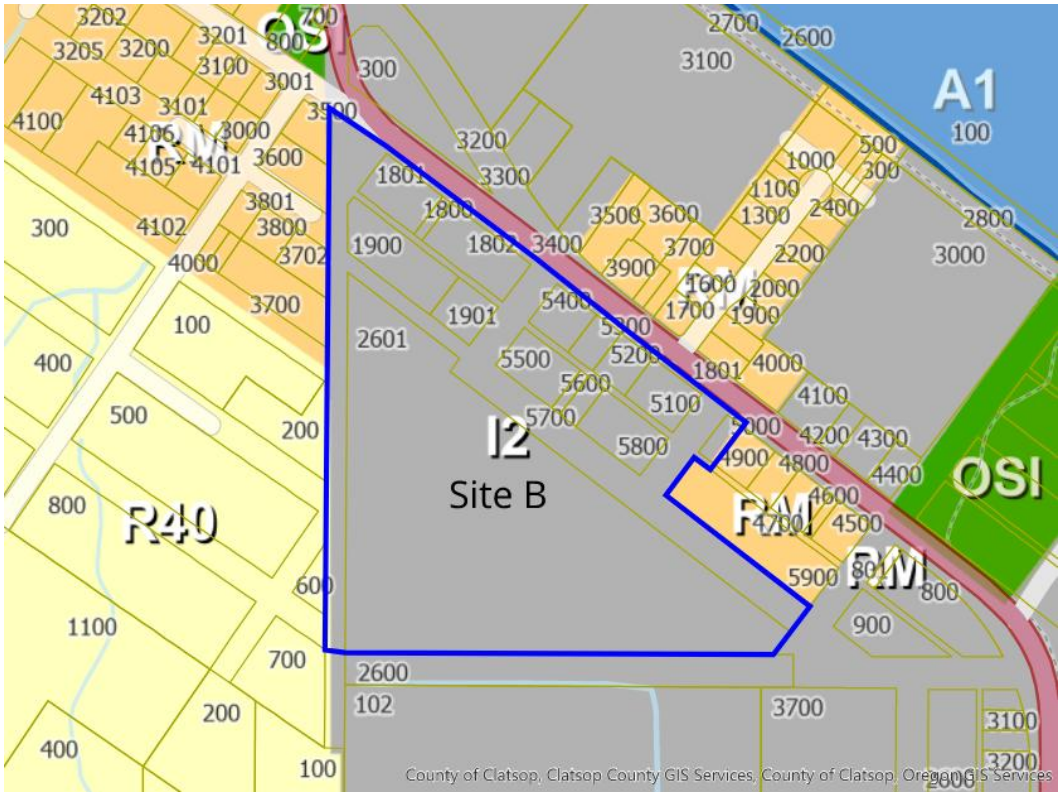


Figure 5. Site B Existing Zoning

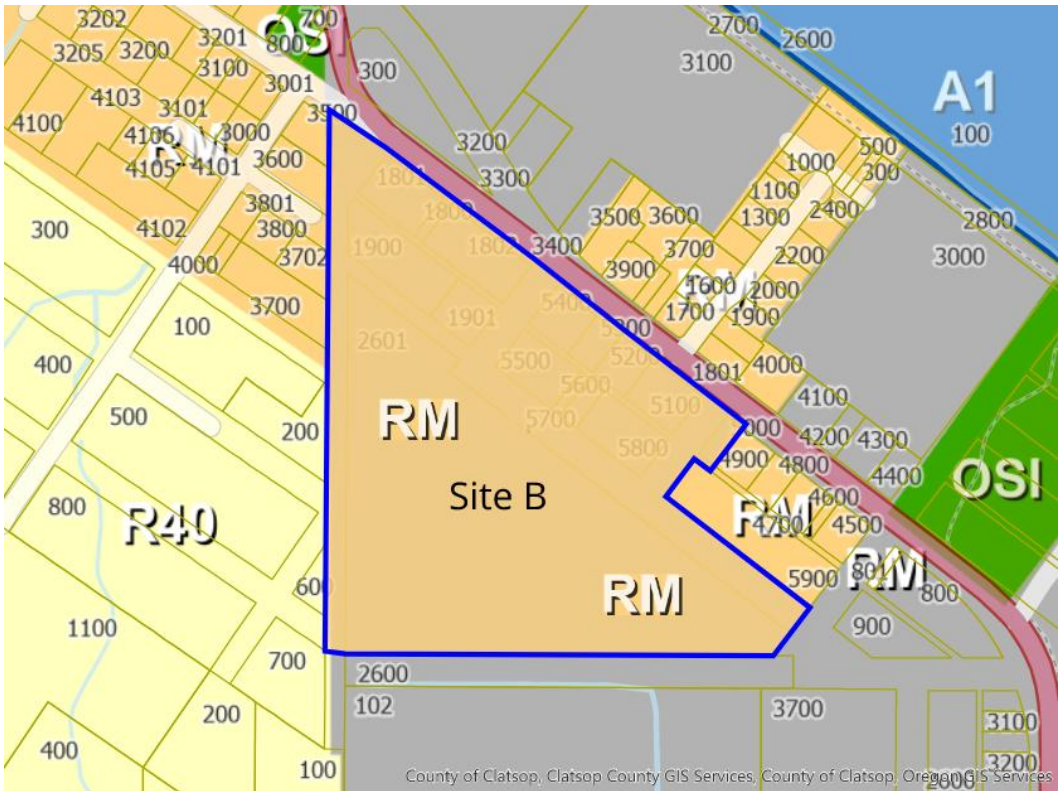


Figure 6. Site B Proposed Zoning

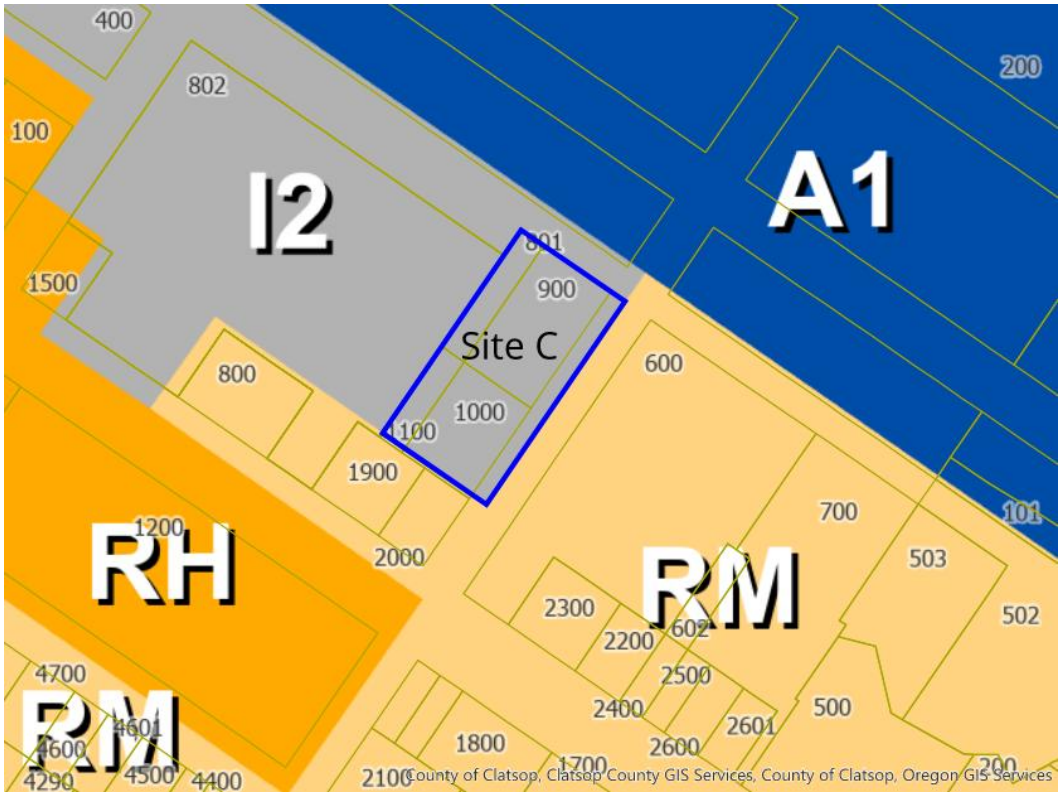


Figure 7. Site C Existing Zoning

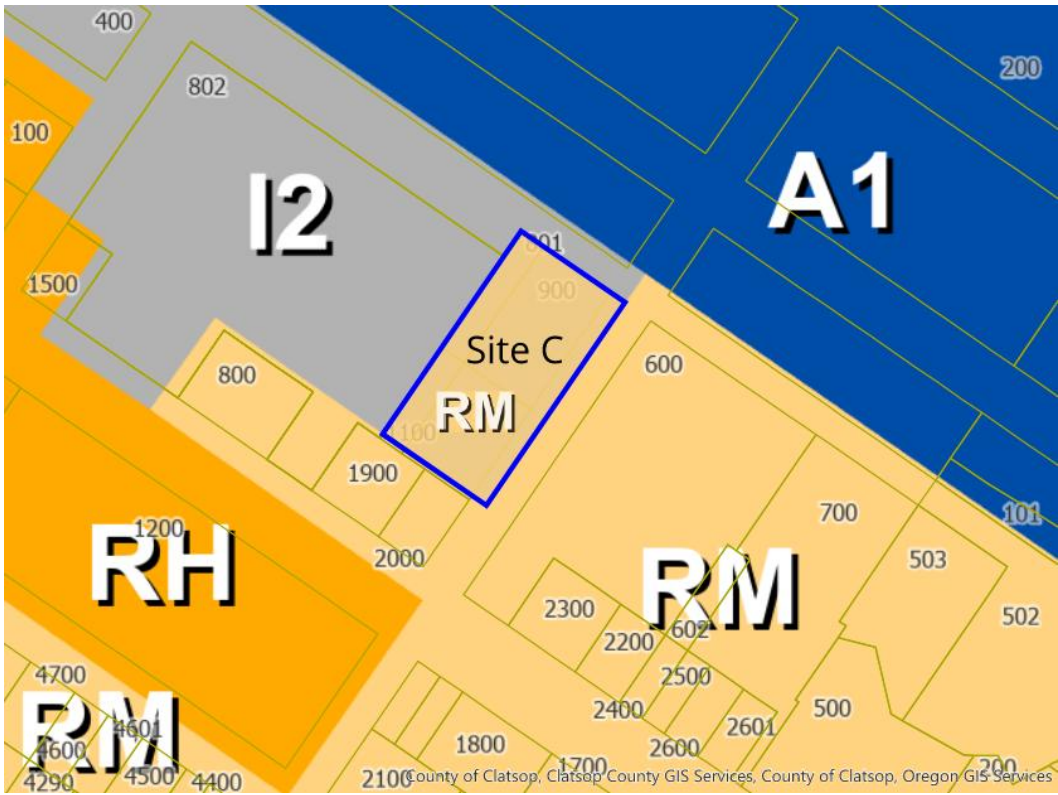


Figure 8. Site C Proposed Zoning

APPLICABLE CRITERIA

The following sections of the Warrenton Title 16 Development Code have been extracted as they have been deemed to be applicable to the proposal. Following each **bold** applicable criteria, the Applicant has provided a series of findings. The intent of providing code and detailed responses and findings is to document that the proposal has satisfied the approval criteria for a Comprehensive Plan Map amendment and Zone Change application.

Title 16. Development Code

Division 4. Applications and Review Procedures

Chapter 16.208. TYPES OF APPLICATIONS AND REVIEW PROCEDURES

§ 16.208.020 Description of Permit/Decision-Making Procedures.

All land use and development permit applications shall be decided by using the procedures contained in this chapter. General procedures for all permits are contained in Section 16.208.070. Specific procedures for certain types of permits are contained in Sections 16.208.020 through 16.208.060. The procedure "type" assigned to each permit governs the decision-making process for that permit. There are four types of permit/decision-making procedures: Type I, II, III, and IV. These procedures are described in subsections A through D of this section. In addition, Table 16.208.020 lists all of the City's land use and development applications and their required permit procedure(s).

[...]

D. Type IV Procedure (Legislative and Map Amendments). Type IV procedures apply to legislative matters and map amendments. Legislative matters involve the creation, revision, or large-scale implementation of public policy (e.g., adoption of land use regulations and Comprehensive Plan amendments which apply to entire districts). The Type IV procedure is also used for land use district map amendments and Comprehensive Plan map amendments. Type IV matters are considered initially by the Planning Commission with final decisions made by the City Commission.

Finding: The Applicant understands and acknowledges that this application is being processed under the Type IV procedure in accordance with Section 16.208.020. Although the Type IV procedure is generally used for legislative matters, this application includes site-specific quasi-judicial components (comprehensive plan map amendment and rezone), and based on the requirements of this code, will be processed under the Type IV procedure.

The Type IV process includes public hearings before both the Planning Commission and City Commission, with final approval by the City Commission. The Applicant understands and acknowledges this process. This standard is met.

§ 16.208.060. Type IV Procedure (Legislative and Map Amendments).

[code text omitted for brevity]

Finding: This section outlines the procedural requirements for Type IV applications, including submittal materials, public notice, hearing procedures, and decision-making standards. This narrative and the application package includes all materials required under Section 16.208.060(B), including maps, narrative findings, and payment of the required fee. The Applicant did not hold a pre-application conference, but as City staff was one of the Applicants, and has been in regular communication with the Applicant’s representative and planning consultant, a pre-application conference would not have changed the application substantially.

The City will provide notice and hold public hearings before both the Planning Commission and City Commission in accordance with Sections 16.208.060(C) and (D).

The Type IV procedures will be followed for the quasi-judicial map amendment and rezone affecting the 23 subject parcels. This standard is met.

Chapter 16.232. AMENDMENTS TO COMPREHENSIVE PLAN TEXT AND MAP, REZONE, AND DEVELOPMENT CODE

§ 16.232.020. Legislative Amendments.

Legislative amendments are policy decisions made by the City Commission. They are reviewed using the Type IV procedure in Section 16.208.060 and shall conform to Section 16.232.060, as applicable.

Finding: This proposal is for a quasi-judicial zoning and comprehensive plan map amendment. The provisions of §16.232.030 have been addressed, and the Type IV procedures will be followed in accordance with the Warrenton Development Code. Although Type IV is typically used for legislative actions, this application is site-specific, applicant-driven, and applies existing Comprehensive Plan policies rather than creating new policy.

The proposal conforms to the Comprehensive Plan by ensuring that the zoning map and Comprehensive Plan map designations are consistent with each other. Inclusion of all parcels within the amendment area avoids illogical zoning patterns, islands, or incompatible boundaries. This approach ensures coordinated and comprehensive decision-making consistent with Statewide Planning Goal 2.

This proposal has been reviewed under the applicable standards of §16.232.030, and the findings demonstrate that the amendment meets the intent and requirements of the Development Code and the Comprehensive Plan. Therefore, this application for a Comprehensive Plan amendment and rezone will be processed as a quasi-judicial amendment process and the criteria is addressed below.

§ 16.232.030. Quasi-Judicial Amendments.

A. Quasi-Judicial Amendments. Quasi-judicial amendments are those that involve the application of adopted policy to a specific development application or Code revision. Quasi-judicial map amendments shall follow the Type IV procedure, as governed by Section 16.208.060, using standards of approval in subsection B of this section. The approval authority shall be as follows:

- 1. The Planning Commission shall make a recommendation to the City Commission on an application for a land use district map change which does not involve a Comprehensive Plan map amendment. The City Commission shall decide such application; and**
- 2. The Planning Commission shall make a recommendation to the City Commission on an application for a Comprehensive Plan and/or map amendment. The City Commission shall decide such application; and**
- 3. The Planning Commission shall make a recommendation to the City Commission on a rezone application, which also involves a Comprehensive Plan map amendment. The City Commission shall decide both applications.**

Finding: The proposed rezone and Comprehensive Plan map amendment are considered quasi-judicial amendments and will apply to the 23 subject parcels. The City Commission will decide both quasi-judicial amendments following a recommendation from the Planning Commission, in accordance with §16.232.030(A)(3).

The requirements of §16.232.030(B) have been addressed below. The quasi-judicial map amendments are site-specific, applicant-driven, and applies existing Comprehensive Plan policies to a defined set of parcels. The proposal does not establish any new policy. All necessary submittal materials have been provided, including this narrative findings, and figures. The Type IV procedures outlined in §16.208.060 will be followed by the City for notice, hearings, and decision-making.

This application will be reviewed under the applicable standards of §16.232.030(B) below, and the findings demonstrate that the amendment meets the intent and requirements of the Development Code and the Comprehensive Plan. This standard is met.

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

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

Finding: The proposed rezone and Comprehensive Plan map amendment apply to properties currently designated on the Warrenton Comprehensive Plan Map as Urban Development (ESWD – Especially Suited for Water-Dependent Shorelands). In the Warrenton Comprehensive Plan, this designation is implemented through the Marine Commercial Zone and the Water-Dependent Industrial Shorelands Zone, which does not include residential or conservation districts as suitable districts applied in that designation. Therefore, in accordance with §16.232.030(B)(1), a Comprehensive Plan map amendment is a pre-requisite for approval of the proposed rezone for Sites A, B, and C.

Article 3: Land and Water Use, Section 3.290 of the Comprehensive Plan outlines the goals of achieving an “efficient and well-integrated development patterns that meet the

needs of residents and property owners with a variety of incomes and housing needs, are compatible with natural features, and are consistent with the City's ability to provide adequate services."

In accordance with this Comprehensive Plan Goal, the proposed comprehensive plan redesignation and rezone will allow for a better integrated development pattern for Sites A, B, and C.

This application proposes to change the Comprehensive Plan Map designation for Site A, from Urban Development (ESWD – Especially Suited for Water-Dependent Shorelands), to the **Conservation** designation. From Section 2.310(5) of the Warrenton Comprehensive Plan (2011), Conservation designated areas are defined as:

"Land and water areas providing resource or ecosystem support functions, or with value for low intensity recreation or sustained yield resources (such as agriculture), or poorly-suited for development, should be designated for non-consumptive uses. Non-consumptive uses are those which can utilize resources on a sustained-yield basis, while minimally reducing opportunities for other uses of the area's resources. These areas are in the City's Aquatic Conservation Zone, and in the Open Space, Parks & Institutional Zone."

The Applicant finds that changing the comprehensive plan designation for the Site A parcels (81009BD03000, 81009BD04100, 81009BD04200, 81009BD04300, 81009BD04400, 81009BD02800) from Urban Development (ESWD) to Conservation, will allow for zoning designation of said parcels to be changed to the Open Space and Institutional Zone (OSI) as part of this application.

Upon approval of this proposal, Site A will obtain the Conservation designation on the comprehensive plan map and be rezoned with OSI zoning. This zoning will appropriately designate the entire portion of Carruthers Memorial Park, which is consistent with the long term goals of the City for this park. Changing the zoning to OSI will meet the needs of residents in the area by aligning the zoning with the existing use of the parcels as a park, which will work to protect and retain the natural features of the park. The change in zoning will have no detrimental impact on the City's ability to provide adequate services, and will allow the City to keep providing the service of a park to the surrounding residents and property owners of a variety of incomes and needs.

This application proposes to change the Comprehensive Plan Map designation for Sites B, and C from Urban Development (ESWD – Especially Suited for Water-Dependent Shorelands), to **Urban Development (Other Shorelands)**. From Section 2.310(2)(b) of the Warrenton Comprehensive Plan (2011), Urban Development (Other Shorelands) are defined as:

"Other urban shorelands are more desirable for other uses or are suitable for a wider range of uses. They are located in one of the following zoning districts: High Density Residential, Medium Density Residential, Intermediate Density Residential, General Commercial, Recreation Commercial, Urban Recreation/Resort, or General Industrial."

The Applicant finds that changing the Site B and C parcels (81009B001800, 81009B001801, 81009B001802, 81009B001900, 81009BD05000, 81009BD05100,

81009BD05200, 81009BD05300, 81009BD05400, 81009BD05500, 81009BD05600, 81009BD05800, 81009B002601, 81009B001901, 81009BD05700, 81009BB00900, 81009BB01000) comprehensive plan designation to Urban Development (Other Shorelands, will allow for zoning designation of said parcels to be changed to the Medium Density Residential (RM) as part of this application. Changing the comprehensive plan designation will allow for more efficient and well-integrated development patterns, and allow for residential development next to existing residential development.

With the revised zoning proposed, Sites B and C will gain the opportunity to develop residential homes, which are not listed as a permitted or a conditional use in the exiting I2 zoning designation. Approving the rezone will align this area with surrounding existing residential uses which will support a more cohesive development pattern. Rezoning to RM will allow single-family detached, duplex, townhomes, and triplex residential homes as permitted uses, which will better meet the needs of residents with a variety of incomes and housing needs, while remaining compatible with the surrounding natural features.

The rezoning of all Sites A, B, and C will not negatively affect the amount of readily available Urban Development (ESWD) land, and will not bring the City's amount of Urban Development (ESWD) land below what is needed within the Urban Growth Boundary.

The 2019 Economic Opportunities Analysis (EOA) and Economic Development Strategy, "ALL-IN WARRENTON!", identifies approximately 570 acres within the Water-Dependent Industrial Zone. After accounting for future rights-of-way, parks, and other parcel limitations, 456 acres are available for development. Exhibit 29 of the EOA estimates that only 14.5 acres of Water-Dependent Industrial land will be needed to meet projected employment growth through 2040.

The proposed comprehensive plan map amendment and corresponding zone change would remove approximately 25 acres from the Water-Dependent Industrial inventory. Even with this amount of land removed, the City would retain a surplus of approximately 416.5 acres of industrially zoned land available for development, which substantially exceeds projected demand. Therefore, the proposed Comprehensive Plan map amendment and rezone remains consistent with the overall goals and policies of the Comprehensive Plan, including those that ensure adequate industrial land supply and efficient land use.

This standard is met.

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

Finding: This narrative demonstrates compliance with all applicable standards and criteria of the Title 16 Development Code. This standard is met.

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

Finding: There is evidence of change in the neighborhood, which is shown in the existing zoning map. Multiple properties around the subject properties have been rezoned out of the Water Dependent Industrial (I2) zoning designation, to either Medium Density Residential (RM) or Open Space Institutional (OSI). Amending the comprehensive plan map designation and rezoning the subject properties on Sites A, B, and C would better align with the surrounding properties existing zoning designations, and provide a more consistent zoning pattern for the area and existing land uses.

The Applicant has not identified any mistake or inconsistency in the comprehensive plan or land use district map regarding the properties for which is the subject of this application, but has provided evidence through Figures 3, 5, and 7 that there has been changes in the zoning designations of the immediate neighborhood and community surrounding the subject properties. The provisions of Section 16.232.060 have been addressed further in this narrative. This standard is met.

§ 16.232.040. Conditions of Approval.

A quasi-judicial decision may be for denial, approval, or approval with conditions. A legislative decision may be approved or denied.

Finding: The Applicant understands and acknowledges that the quasi-judicial decision for this application could be denied, approved, or approved with conditions.

§ 16.232.050. Record of Amendments.

The Community Development shall maintain a record of all amendments to the Comprehensive Plan text and/or map, rezones, and Development Code in a format convenient for public use.

Finding: The Applicant understands and acknowledges that the Community Development department will maintain a record of all amendments to the Comprehensive Plan map and amendments to the zoning map in accordance with this criteria.

§ 16.232.060. Transportation Planning Rule Compliance.

A. When a development application includes a proposed Comprehensive Plan amendment, rezone, or land use regulation change, the proposal shall demonstrate it is consistent with the adopted transportation system plan and the planned function, capacity, and performance standards of the impacted facility or facilities. The proposal shall be reviewed to determine whether it significantly affects a transportation facility, in accordance with Oregon Administrative Rule (OAR) 660-012-0060. See also Chapter 16.256, Traffic Impact Study. Where it is found that a proposed amendment would have a significant effect on a transportation facility, the City will work with the applicant and, where applicable, with the roadway authority to modify the request or mitigate the impacts in accordance with the TPR and applicable law.

1. **Change the functional classification of an existing or planned transportation facility. This would occur, for example, when a proposal causes future traffic to exceed the capacity of a "collector" street classification, requiring a change in the classification to an "arterial" street, as identified by the Transportation System Plan; or**
2. **Change the standards implementing a functional classification system; or**
3. **Allow types or levels of land use that would result in levels of travel or access that are inconsistent with the functional classification of a transportation facility; or**
4. **Reduce the level of service of the facility below the minimum acceptable level identified in the Transportation System Plan.**

Finding: The proposed Comprehensive Plan Map Amendment and Zone Change applications are subject to the Transportation Planning Rule (TPR). The proposal has been reviewed for consistency with the City's adopted Transportation System Plan (TSP) and the planned function, capacity, and performance standards of affected transportation facilities. As further supported by the following findings under Chapter 16.256 (Traffic Impact Study), the proposal does not significantly affect a transportation facility.

The Site is currently designated in the Warrenton Comprehensive Plan Map as Urban Development ESWD (Especially Suited for Water-Dependent Development Shorelands) and is zoned Water-Dependent Industrial (I2). The proposal would amend the Comprehensive Plan designation to Urban Development Other Shorelands and rezone a majority of the properties to Medium Density Residential (RM) and several properties Open Space Institutional (OSI), depending on location.

Access to Sites A and B is provided by NW Warrenton Drive (Fort Stevens Highway No. 104) and access to Site C is provided by Enterprise Street. NW Warrenton Drive is classified as an Urban Major Collector in the City's TSP and is also a State Highway (District Highway under the Oregon Highway Plan) and Low Volume Road (LVR) pavement route under ODOT classification. Enterprise Street is classified as a Local Road. Both facilities are intended to accommodate the types and levels of travel associated with residential and institutional land uses.

The proposed change from industrial to residential (RM) and institutional (OSI) zoning designations will result in lower overall vehicle trip generation and a shift away from the potential of truck and freight-related traffic to local passenger vehicle trips. As a result, the proposed amendment reduces overall traffic demand on the transportation system and does not create new or conflicting access patterns.

The proposal does not:

1. Change the functional classification of any transportation facility;
2. Change the standards implementing a functional classification system;
3. Allow types or levels of land use that would result in travel or access inconsistent with the functional classification of a transportation facility; or
4. Reduce the level of service of any facility below the minimum acceptable level identified in the TSP.

Because the proposed change is likely to reduce total potential vehicle trips and does not affect roadway classification, standards, or performance, the amendment does not significantly affect a transportation facility as defined in OAR 660-012-0060(1).

This standard is met.

B. Amendments to the Comprehensive Plan and land use standards which significantly affect a transportation facility shall assure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:

- 1. Limiting allowed land uses to be consistent with the planned function of the transportation facility; or**
- 2. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the transportation planning rule; or**
- 3. Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes of transportation.**

Finding: As demonstrated in the above finding for 16.232.060.A, the proposal does not significantly affect a transportation facility, and will allow land uses that are consistent with the function, capacity, and level of service of the transportation facilities identified in the Transportation System Plan. Therefore, none of the above are required to be proposed with this application.

Chapter 16.256. TRAFFIC IMPACT STUDY

§ 16.256.030. When Required.

A traffic impact study will be required to be submitted to the City with a land use application, when the following conditions apply:

A. The development application involves a change in zoning or a plan amendment designation; or,

B. The development shall cause one or more of the following effects, which can be determined by field counts, site observation, traffic impact analysis or study, field measurements, crash history, Institute of Transportation Engineers Trip Generation Manual; and information and studies provided by the local reviewing jurisdiction and/or ODOT:

- 1. An increase in site traffic volume generation by 300 average daily trips (ADT) or more; or**
- 2. An increase in ADT hour volume of a particular movement to and from the state highway by 20% or more; or**
- 3. An increase in use of adjacent streets by vehicles exceeding the 20,000 pound gross vehicle weights by 10 vehicles or more per day; or**
- 4. The location of the access driveway does not meet minimum sight distance requirements, or is located where vehicles entering or leaving the property are restricted, or such vehicles queue or hesitate on the state highway, creating a safety hazard; or**

5. A change in internal traffic patterns that may cause safety problems, such as back up onto the highway or traffic crashes in the approach area.

Finding: The subject sites are currently zoned Water Dependent Industrial (I2) with a Comprehensive Plan designation of Urban Development (ESWD – Especially Suited for Water-Dependent Development Shorelands). The proposal would rezone portions of the site to Medium Density Residential (RM) and Open Space Institutional (OSI), with corresponding Comprehensive Plan designations of Urban Development (Other Shorelands) and Conservation. The sites A and B have frontage on NW Warrenton Drive (Fort Stevens Highway No. 104), classified as an Urban Major Collector, State Highway, District OHP Highway Classification, and Low Volume Road (LVR) Pavement Route, and Site C has frontage on Enterprise Street, classified as a Local Road.

The proposed map amendments will not directly result in any new development or changes to site access. Therefore, there will be no immediate impact on the transportation system and the proposal does not meet the definition of an application for development, as defined in Section 16.12.101 of the Warrenton Development Code.

The City Manager and Community Development Director have reviewed the proposal and determined that a Transportation Impact Study is not required at this time.

Future development of any of the sites will be reviewed for consistency with applicable transportation standards, and the Applicants understand that a TIS may be required if new development is expected to generate additional traffic that may affect the surrounding street network.

This criterion is therefore not applicable.

SUMMARY AND CONCLUSION

Based upon the materials submitted herein, the Applicant respectfully requests approval from the City of Warrenton Planning Commission and City Commission for this Comprehensive Plan map amendment and Zone Change and application.

Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and James Stutzman, owner(s) of the real property located at Taxlots 81009B001800, 81009B001801, and 81009B001802 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.
- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner’s execution of this Agreement.

The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.

- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

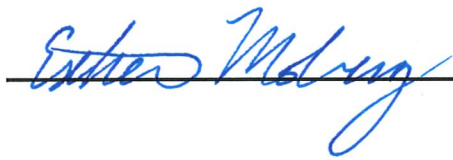
- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.
- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property

Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.

- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:



Name:

Name:



Date:

Date:



Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Jon Nichols, owner(s) of the real property located at Taxlot 81009B001900 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.
- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner’s execution of this Agreement.

The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.

- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.
- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property

Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.

- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:



Name: *Esther Moberg*

Date: *7/2/2024*



Name: *Jon Nichols*

Date: *7/19/24*

Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Eric Williamson and Kersten Valentine, owner(s) of the real property located at Taxlots 81009BD05000, 81009BD05100, and 81009BD05200 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

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The City shall pay 100% of the \$6,000 application fee associated with the Project.

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- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
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- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner's execution of this Agreement. The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.
- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

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In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

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Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

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By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.

- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.
- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Esther Holberg

Name: Esther Holberg

Date: 7/10/2024

Property Owner:

Eric Williamson
Keaton Valentine

Name: Keaton Valentine

Date: 7/11/24

Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Eric Whitmore and Tiffany Smit, owner(s) of the real property located at Taxlots 81009BD05300, 81009BD05400, 81009BD05500, and 81009BD05600 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.

- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner's execution of this Agreement. The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.
- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.

- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.
- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:



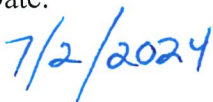
Name:



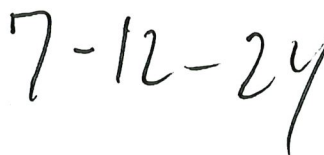
Name:



Date:



Date:



Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Nora Ray and Jeannie Timoney, owner(s) of the real property located at Taxlot 81009BD05800 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.
- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner’s execution of this Agreement.

The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.

- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.
- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property

Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.

- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:

Esther Moberg

Jeanne Ray, Timothy Antonetta G. O'Donnell

Name:

Name:

Esther Moberg

Jeanne Ray, Timothy Antonetta G. O'Donnell

Date:

Date:

7/2/2024

7-25-24 7-25-24

Estimate \$1,957.14

Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Joseph Rubens, Rebecca Rubens, and Kenneth Rubens, owner(s) of the real property located at Taxlot 81009B002601 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.
- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner’s execution of this Agreement.

The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.

- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.
- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property

Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.

- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:



Name:

Name:



Date:

Date:



Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, (“the City”) and Mark Whitney and Christina Whitney, owner(s) of the real property located at Taxlots 81009BB00801, 81009BB00900, 81009BB01000, and 81009BB01100 (“Property Owner”).

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners (“Project”).

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consultant and Consultant Costs.

- a. The City shall contract with Skip Urling of Urling Planning Associates (“Consultant”) or another qualified consultant to complete the Project.
- b. Each property owner who participates in the Project shall pay an equal share of the Consultant Costs that shall be calculated by dividing the Consultant Costs by the number of participating property owners. The Consultant Costs are estimated to be \$13,700. There are seven participating property owners, so each participating property owner’s share shall be \$1,957.14.

- c. The Property Owner shall pay its share of the Consultant Costs to the City within 30 calendar days following the Property Owner's execution of this Agreement. The City will not authorize work to begin on the Project until it receives the Property Owner's share of the Consultant Costs.
- d. In the event that the estimated Consultant Costs are more than the estimated cost of \$13,700, the Property Owner shall pay its share of the increased Consultant Costs immediately upon notification from the City. The Property Owner's share of the increased Consultant Costs shall be calculated in the same manner as described in Section 3.b of this Agreement. In the event that estimated Consultant Costs are less than the estimated cost of \$13,700, then the City shall refund the Property Owner its share of the remaining costs upon completion of the Project.
- e. The Property Owner's obligations under this Section shall survive the expiration or termination of this Agreement. The City may terminate this Agreement in the event that the Property Owner fails to pay any costs required by this Agreement.

4. Additional Costs.

In the event that the Project requires costs in addition to the application fee and the Consultant Costs, such additional costs must be approved by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property. If the additional costs are approved by a majority vote, then each participating property must pay its share of the additional costs to the City before the City authorizes the work incurring the additional costs.

5. Other Decisions.

Any other decisions relating to the Project must be made by a majority vote of the participating property owners. Each property shall have one vote, regardless of the number of owners of each property.

6. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

7. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.

- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.
- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Esther Hoberg

Name:

Esther Hoberg

Date:

7/2/2024

Property Owner:

*Mark Whitney
Christina Whitney*

Name:

*Mark Whitney
Christina Whitney*

Date:

8/5/2024

Rezone Application Agreement

This Rezone Application Agreement is entered into by and between the City of Warrenton, Oregon, ("the City") and Colleen Morris and Cathleen Brothen, owner(s) of the real property located at Taxlot 81009B001901 ("Property Owner").

Recitals

- A. The owners of a number of properties located in the vicinity of NW Warrenton Drive wish to join together to apply for a rezoning of their properties under a single application from I-2 (Water-Dependent Industrial Shorelands) to R-M (Medium Density Residential).
- B. The City also owns I-2-zoned property in the area that it wishes to be rezoned from I-2 to OSI (Open Space and Institutional).
- C. Subject to the following terms, the City is willing to coordinate a rezoning project to apply to rezone the properties in the vicinity of NW Warrenton Drive from I-2 to R-M and its own property from I-2 to OSI under a single application, to the benefit of itself and the participating property owners ("Project").

Terms

1. Term and Termination.

This Agreement shall be effective upon the date signed by both parties and shall continue until the Project is completed or until otherwise terminated as provided by this Agreement. The Project shall be completed when the Warrenton City Commission makes a final decision on the Project and the appeal period for such final decision expires under Warrenton Municipal Code 16.208.060.

2. Application Fee.

The City shall pay 100% of the \$6,000 application fee associated with the Project.

3. Consent.

By executing this Agreement, the Property Owner joins and consents to the inclusion of their property in the rezone application that the City will submit in accordance with the Project.

4. Miscellaneous.

- a. The Property Owner represents that it has the authority to enter into this Agreement.
- b. The Property Owner understands and acknowledges that through this Agreement, the City only agrees to coordinate the Project and that the City does not guarantee that the Project will result in the rezoning of any or all of the properties involved.

- c. The Property Owner understands and agrees that the rights, obligations, and commitments described in this Agreement are intended to run with the Property Owner's property and shall be binding upon the Property Owner's heirs, successor, assigns, and transferees. The City may, at its sole discretion, record this Agreement in the property records for Clatsop County, Oregon.
- d. The Property Owner agrees to waive all claims against the City and to fully indemnify and defend the City, its officers, agents and employees and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorneys' fees arising from or related to this Agreement, including, but not limited to the City's selection of the Consultant, the Consultant's performance, and the Warrenton City Commission's approval or denial of the Project application.
- e. This Agreement may only be modified by mutual written consent of the parties.
- f. Should any provision of this Agreement be rendered invalid by a court of competent jurisdiction or arbitrator with authority to render a provision invalid, it is agreed that every other part of the Agreement shall remain in full force and effect.
- g. This Agreement constitutes the complete agreement between the parties and supersedes all prior written agreements or oral discussion related to the same manner.

For the City:

Property Owner:

Name:

Cather Moberg

City Manager

Date: *11/7/2025*

Name:

*1. Colleen C. Morris
2. Colleen J. Brothen*

Date:

*1. 12 November 2025
2. 14 November 2025*

**SIGN
HERE**