



## **AGENDA**

CITY COMMISSION OF THE CITY OF WARRENTON  
REGULAR MEETING  
May 24, 2022 – 6:00 P.M.  
Warrenton City Commission Chambers – 225 South Main Avenue  
Warrenton, OR 97146

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Public Meetings will also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE**
3. **CONSENT CALENDAR**
  - A. City Commission Meeting Minutes – 5.10.22
  - B. Liquor License Renewals
  - C. Police Department Monthly Report – April 2022
  - D. Monthly Finance Department Report – April 2022

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

4. **COMMISSIONER REPORTS**
5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at [cityrecorder@ci.warrenton.or.us](mailto:cityrecorder@ci.warrenton.or.us), no later than 4:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. **PUBLIC HEARINGS** – None

**7. BUSINESS ITEMS**

- A. Presentation – Recology Rate Review; Dave Larmouth
- B. Consideration of July 4<sup>th</sup> Parade Event Application; Spruce Up Warrenton
- C. Consideration of Professional Services Contract for ERP, RRA, and O&M
- D. Consideration of Business Oregon Contract – Tide Gate #9 Project
- E. Consideration of Resolution No. 2623; Updating Business License Fees

**8. DISCUSSION ITEMS**

- A. Sanitation Rates

**9. GOOD OF THE ORDER**

**10. EXECUTIVE SESSION**

*Under the authority of ORS 192.660(2)(e); to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

**11. ADJOURNMENT**

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

MINUTES  
 Warrenton City Commission  
 May 10, 2022  
 6:00 p.m.  
 Warrenton City Hall - Commission Chambers  
 225 S. Main  
 Warrenton, OR 97146

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

City Commissioners Present: Mayor Henry Balensifer, Tom Dyer, Mark Baldwin, Gerald Poe, and Rick Newton

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Finance Director April Clark, and City Recorder Dawne Shaw

Mayor Balensifer requested unanimous consent to add agenda items 7.A – Parks Advisory Board Recommendation, 7.B – Newport Position Letter on the League of Oregon Cities’ Transient Room Tax (TRT) Priority, and 8.B – City Manager Recruitment Update. There were no objections.

CONSENT CALENDAR

- A. City Commission Town Hall Meeting Minutes – 4.26.22
- B. City Commission Meeting Minutes – 4.26.22
- C. Warrenton Community Center Advisory Board Minutes – 3.17.22
- D. Monthly Finance Report – March 2022
- E. Marina Advisory Board Minutes – 2.28.22

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

**Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye**

COMMISSIONER REPORTS – None

PUBLIC COMMENT

Scott Widdicombe, resident, expressed dissatisfaction with the recent Hammond Library Town Hall and the city manager recruitment. He also noted his newspaper opinion articles.

Cindy Yingst, local business owner, submitted written comments regarding business license fees.

Dennis Faletti, resident, requested the two accessible parking spots at the Community Center be repainted and re-signed. He also requested the automatic door at City Hall be fixed. Mayor Balensifer noted the Commission accepted a recommendation from the Community Center Advisory Board to have the spots repainted. It was noted that staff have made several attempts to have the door repaired and will try again.

In response to Mr. Widdicombe's comments, Mayor Balensifer explained differences between the recent town hall and a previous one. He also noted city manager recruitment requirements.

PUBLIC HEARINGS – None

### BUSINESS ITEMS

Mayor Balensifer reviewed the Parks Advisory Board's recommendation to reserve the Quincy and Bessie Robinson Park for a cornhole tournament fundraiser with a beer garden. Police Chief Mathew Workman gave a brief opinion on the event at Commissioner Newton's request. Mayor Balensifer noted an event application will need to be submitted.

**Commissioner Baldwin made the motion to approve the board recommendation in whole, as unanimous. Motion was seconded and passed unanimously.**

**Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye; Baldwin – aye**

Mayor Balensifer discussed a letter from the City of Newport. They suggest modifying the allocation of TRT funds from 70% (tourism) and 30% (general) to a 50/50 split. After brief discussion, there was unanimous consent to issue a letter of support.

### DISCUSSION ITEMS

Ms. Engbretson distributed and discussed a business license fee comparison with local cities. She noted Warrenton's fees have not been raised since 2007 and the effort to increase critical staffing. Commissioner Newton would like to keep the fees as simple as possible. In the absence of a planner, Ms. Engbretson has been reviewing new business license applications and envisions the work being done by a planning technician. She suggested increasing the base fee by \$5.00 and \$2.00 per employee. Finance Director April Clark gave approximations for additional revenue with different fee increase scenarios. Ms. Engbretson explained how the funds could support positions in the Planning, Police and Fire Departments. Ms. Clark noted the cost-of-living increase and gave a comparison for business license costs in Seaside, Astoria, Warrenton, and Cannon Beach. Mayor Balensifer feels the name "business license" is misleading. Discussion followed about the license review process and a lack of consequence for revocation. Mayor Balensifer would like revenue to be set aside for a position that would support businesses, like a fire marshal. Discussion continued. Ms. Engbretson feels the current allocation is not covering the cost to review. Discussion continued. Mayor Balensifer asked for the Commissioners' thoughts. Poe – a rate raise is needed; Baldwin – would support \$75 for 0-4 employees. Brief discussion followed; Newton – would like to call other small cities to gather

### MINUTES

more data before making a decision. He would prefer to per employee fee brackets (0-3, 4-7, 7-10...). Ms. Clark clarified this adds a layer of complication. Discussion continued. Ms. Engbretson noted business licenses renew July 1<sup>st</sup>; Dyer – the City needs to cover the cost to provide the service. He would like to keep a per employee fee simple. Discussion continued. The consensus was in favor of staff looking at raising the rates including both minimum and per employee, in addition to providing stated needs with the proposal.

Mayor Balensifer noted they are still in discussions with two potential candidates for an interim city manager. Jensen Strategies proposed another search because interested individuals have come forward. Mayor Balensifer asked if the Commission would like to stick with Jensen Strategies and noted the cost. There was consensus for the Mayor to work with Jensen Strategies.

### GOOD OF THE ORDER

Commissioner Newton – Discussed for fire extinguisher education for kids, topics from the Bay City League of Oregon Cities meeting including mental health and hacking. He also noted Clatsop Economic Development Resources has an upcoming class for food cost essentials.

Commissioner Dyer – Commented on the need to allocate more funds towards mental health, noting the burden on police officers.

Commissioner Poe – Gave an update on the Columbia River Estuary Study Taskforce meeting.

Mayor Balensifer – Noted the Warrenton High School fisheries fish release on Friday. The public can release salmon into the Skipanon.

Ms. Engbretson – Gave a reminder for the budget meeting on Saturday.

Commissioner Newton – Noted dead Christmas trees make great protection for young salmon.

Commissioner Poe – Noted an eagle dropped a young Chinook salmon in his yard the other day.

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:51 p.m.

Respectfully prepared and submitted by Rebecca Sprengeler, Deputy City Recorder.

APPROVED:

ATTEST:

\_\_\_\_\_  
Henry A. Balensifer III, Mayor

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder

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Warrenton City Commission

Regular Meeting – 5.10.22

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5/10/2022

City of Warrenton, Attn: Linda Engbretson  
WARRENTON  
PO Box 250  
Warrenton, OR 97146

### OLCC LICENSE RENEWALS

Attached is the list of OLCC liquor licenses in WARRENTON that submitted a license renewal application to the OLCC during the license renewal period this year. Some of the licensees listed may still have a renewal application that is pending while they are awaiting a final decision by the OLCC. Licensees with a pending renewal are allowed to operate under a conditional authority to operate until the Commission makes a final decision.

As a part of the renewal application process, the licensees must certify that they have paid the local government fees. You can use this list to verify that the licensees have paid your local liquor license application processing fees. We are providing this list as a courtesy to our local governments. Oregon Revised Statute (ORS) 471.166 states that the OLCC is not responsible for collecting the fees charged by the local government or for ensuring that the fees have been paid.

If you have questions regarding this letter, please contact our license renewal section at 1.800.452.6522 ext. 25138 or in Portland at 503.872.5138. You can also email [OLCC.Renewals@oregon.gov](mailto:OLCC.Renewals@oregon.gov) or write to us at OLCC License Renewals, PO Box 22297, Portland, OR 97269-2297.

Sincerely,

Jennifer Greutz  
Liquor Licensing Manager

License No./ Premises No.		Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic.	345995	<b>BUOY 9 RESTAURANT &amp; LOUNGE</b>	996 PACIFIC DR	PO BOX 163
Prem.	2769	P T KELLY INC F-COM - FULL ON-PREMISES SALES	HAMMOND, OR 97121 503-861-2962	HAMMOND, OR 97121
Lic.	348366	<b>COSTCO WHOLESALE #1059</b>	1804 SE ENSIGN LN	PO BOX 35005
Prem.	45692	COSTCO WHOLESALE CORP O - OFF-PREMISES SALES	WARRENTON, OR 97146 425-313-8100	SEATTLE, WA 98124
Lic.	347829	<b>EL CATRIN MEXICAN CUISINE</b>	19 N HWY 101	
Prem.	53700	EL CATRIN MEXICAN CUISINE LLC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-0369	
Lic.	347815	<b>EL COMPADRE RESTAURANT</b>	119 S MAIN AVE	PO BOX 412
Prem.	37625	HACIENDA EL RANCHERO INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-2906	WARRENTON, OR 97146
Lic.	348879	<b>FLOOD VALLEY TAPHOUSE</b>	1605 E HARBOR DR	
Prem.	63147	FLOOD VALLEY BREWING INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-8623	
Lic.	347770	<b>FRED MEYER #218</b>	695 HWY 101	PO BOX 305103
Prem.	19005	FRED MEYER STORES INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-797-7134	NASHVILLE, TN 37230
Lic.	345791	<b>FULTANO'S PIZZA/BUBBA'S SPORTS BAR</b>	78 SW HARBOR	PO BOX 399
Prem.	13358	MR FULTANO'S FAM PIZZA PRLR INC	WARRENTON, OR 97146 503-861-9367	WARRENTON, OR 97146
Lic.	345613	<b>HARBOR ST CIGARETTES &amp; MORE</b>	1677 E HARBOR	
Prem.	36276	LEWIS H. KINDER O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-1103	
Lic.	347483	<b>IREDALE INN</b>	159 MAIN ST	PO BOX 267
Prem.	9368	TU-WIT INC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-861-3574	WARRENTON, OR 97146
Lic.	345572	<b>MAIN ST MARKET</b>	191 S MAIN AVE	PO BOX 1051
Prem.	2785	KABOJO FOODS INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 417-569-5099	WARRENTON, OR 97146
Lic.	346852	<b>MY PLACE</b>	1140 SE MARLIN AVE	1454 5TH ST
Prem.	62797	CHRISTINA M. ROWSON L - LIMITED ON-PREMISES SALES	WARRENTON, OR 97146 503-717-3905	ASTORIA, OR 97103
Lic.	347185	<b>NATURAL GROCERS</b>	137 S HWY 101	12612 W ALAMEDA PKWY
Prem.	58716	VITAMIN COTTAGE NATURAL FOOD MARKETS INC	WARRENTON, OR 97146 503-861-5646	LAKEWOOD, CO 80228
Lic.	347178	<b>NISA'S THAI KITCHEN</b>	575 E HARBOR DR	PO BOX 892
Prem.	60187	NTC LLC L - LIMITED ON-PREMISES SALES	WARRENTON, OR 97146 503-861-5645	WARRENTON, OR 97146
Lic.	347074	<b>RITE AID #5343</b>	145 S HWY 101	PO BOX 3165
Prem.	11674	THRIFTY PAYLESS INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-1611	HARRISBURG, PA 17105

License No./ Premises No.		Tradename/Licensee/License Type	Premises Address & Phone	Premises Mailing Address
Lic.	346325	<b>SOUTH JETTY DINING ROOM &amp; BAR</b>	1015 PACIFIC DR	PO BOX 169
Prem.	9032	SOUTH JETTY LLC F-COM - FULL ON-PREMISES SALES	HAMMOND, OR 97121 503-861-3547	HAMMOND, OR 97121
Lic.	345106	<b>SOUTH JETTY INN</b>	984 PACIFIC DR	PO BOX 238
Prem.	63318	CHARLESANDREA LLC O - OFF-PREMISES SALES	HAMMOND, OR 97121 503-861-8868	HAMMOND, OR 97121
Lic.	347379	<b>SUPER MART #10</b>	1180 PACIFIC DR	PO BOX 388
Prem.	2767	PAAWAN INC O - OFF-PREMISES SALES	HAMMOND, OR 97121 503-861-2088	WARRENTON, OR 97146
Lic.	347380	<b>SUPERMART #9</b>	280 S MAIN AVE	PO BOX 388
Prem.	53550	KAMAKSHI INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-689-3046	WARRENTON, OR 97146
Lic.	347021	<b>THE UPTOWN CAFE</b>	1639 SE ENSIGN LN SUITE B101	PO BOX 208
Prem.	51271	POJO FOODS LLC F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146 503-536-5396	SEASIDE, OR 97138
Lic.	347850	<b>TRINA &amp; RON'S PLACE</b>	45 NE SKIPANON DR	1038 SW 9TH ST
Prem.	57661	RONKAT INCORPORATED F-COM - FULL ON-PREMISES SALES	WARRENTON, OR 97146	WARRENTON, OR 97146
Lic.	347114	<b>WALGREENS #09671</b>	1625 E HARBOR DR	PO BOX 901 MS 3215
Prem.	46517	WALGREEN CO O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-861-9324	DEERFIELD, IL 60015
Lic.	346667	<b>WALMART #5861</b>	1791 SE ENSIGN LN	702 SW 8TH ST DEPT 8916
Prem.	58554	WALMART INC O - OFF-PREMISES SALES	WARRENTON, OR 97146 253-314-2465	<del>WARRENTON</del> SEASIDE, AR 72716
Lic.	345589	<b>WARRENTON MINI MART</b>	58 SE HARBOR	PO BOX 910
Prem.	2786	KRISTA-CODY LTD O - OFF-PREMISES SALES	WARRENTON, OR 97146 503-325-4162	WARRENTON, OR 97146

Count for WARRENTON

23





**WARRENTON POLICE DEPARTMENT  
OFFICE MEMORANDUM**



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**TO: DAWNE SHAW, CITY RECORDER**

**FROM: MATHEW J. WORKMAN, CHIEF OF POLICE**

**DATE: MAY 17, 2022**

**SUBJECT: OLCC LICENSE RENEWAL REVIEWS**

**CC:**

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I have reviewed the list of OLCC Liquor license renewal applications. I find nothing to preclude any of these businesses from renewing their liquor licenses.



# WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission  
 FROM: Chief Mathew Workman  
 DATE: May 16, 2022  
 RE: April 2022 Report

### Upcoming Dates:

- May 20<sup>th</sup>: assist with WGS Tsunami Drill
- May 25<sup>th</sup>: National Missing Children's Day
- May 30<sup>th</sup>: Memorial Day

### Month in Brief:

- May 2<sup>nd</sup>: EOP Draft review workshop.
- May 12<sup>th</sup>: Final Planning meeting for the Cascadia Rising Exercise, the City is not participating this year due to limited personnel resources.
- May 14<sup>th</sup>: Budget Committee Review.
- May 23<sup>rd</sup>: Clatsop Community College Criminal Justice Advisory Board quarterly meeting.
- May 24<sup>th</sup>: "Be 2 Weeks Ready" Campaign feedback meeting.

### Challenges/Obstacles:

- Short-handed with one open position and two officers in the Field Training Program. Starting the vacation season so staffing is extremely challenging.
- Ofc. Alvarez will not start the Police Academy until August.
- Damaged patrol vehicle has been totaled by the insurance and was sent to Salem to have the equipment removed.

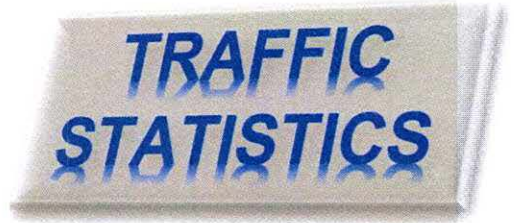
### Successes:

- Ofc. Trujillo is in the process of completing her FTEP program and has started some solo patrol.
- Ofc. Alvarez was moved up to an August Basic Academy start after the state created an additional basic class in July.
- The 2022 Dodge Durango is fully available and on the streets for patrol. Lots of positive comments.



### Traffic Statistic Highlights:

- Three (3) DUI Arrests – (3) Alcohol, (0) Drugs
- Fourteen (14) Driving While Suspended Citations/Arrests
- Two (2) Reckless/Careless Driving Citations/Arrests
- Six (6) Speeding Citations
- Three (3) Fail to Yield Citations
- One (1) Following Too Close Citation
- Twelve (12) Insurance Citations
- Two (2) Fail to Install Interlock Device Citations
- Nine (9) Driver's License Citations
- Sixty-Six (66) other Citations and Warnings
- Twelve (12) Accident Investigations



### Overall Statistics:

Category	April Statistics (% changes are compared to 2021)						
	2022	2021	% Chg	2020	% Chg	2019	% Chg
Calls for Service	590	776	-24%	554	6%	751	-21%
Incident Reports	196	222	-12%	160	23%	201	-2%
Arrests/Citations	132	188	-30%	168	-21%	153	-14%
Traffic Stops/ Events	118	208	-43%	141	-16%	227	-48%
DUI's	4	2	100%	2	100%	3	33%
Traffic Accidents	12	17	-29%	11	9%	25	-52%
Property Crimes	59	93	-37%	87	-32%	74	-20%
Person Crimes	68	84	-19%	74	-8%	56	21%
Drug/Narcotics Calls	4	1	300%	3	33%	8	-50%
Animal Calls	13	21	-38%	15	-13%	14	-7%
Officer O.T.	218.5	69.25	216%	117.2	87%	107.2	104%
Reserve Hours	0	0	0%	0	0%	27	-100%

Category	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
<b>Calls for Service</b>	592	562	651	590					
<b>Incident Reports</b>	217	193	217	196					
<b>Arrests/Citations</b>	167	116	133	132					
<b>Traffic Stops/ Events</b>	146	123	102	118					
<b>DUII's</b>	4	2	3	4					
<b>Traffic Accidents</b>	9	8	13	12					
<b>Property Crimes</b>	97	91	116	59					
<b>Person Crimes</b>	60	54	68	68					
<b>Drug/Narcotics Calls</b>	0	6	1	4					
<b>Animal Calls</b>	8	14	38	13					
<b>Officer O.T.</b>	126.25	158	193.75	218.5					
<b>Reserve Hours</b>	0	0	0	0					

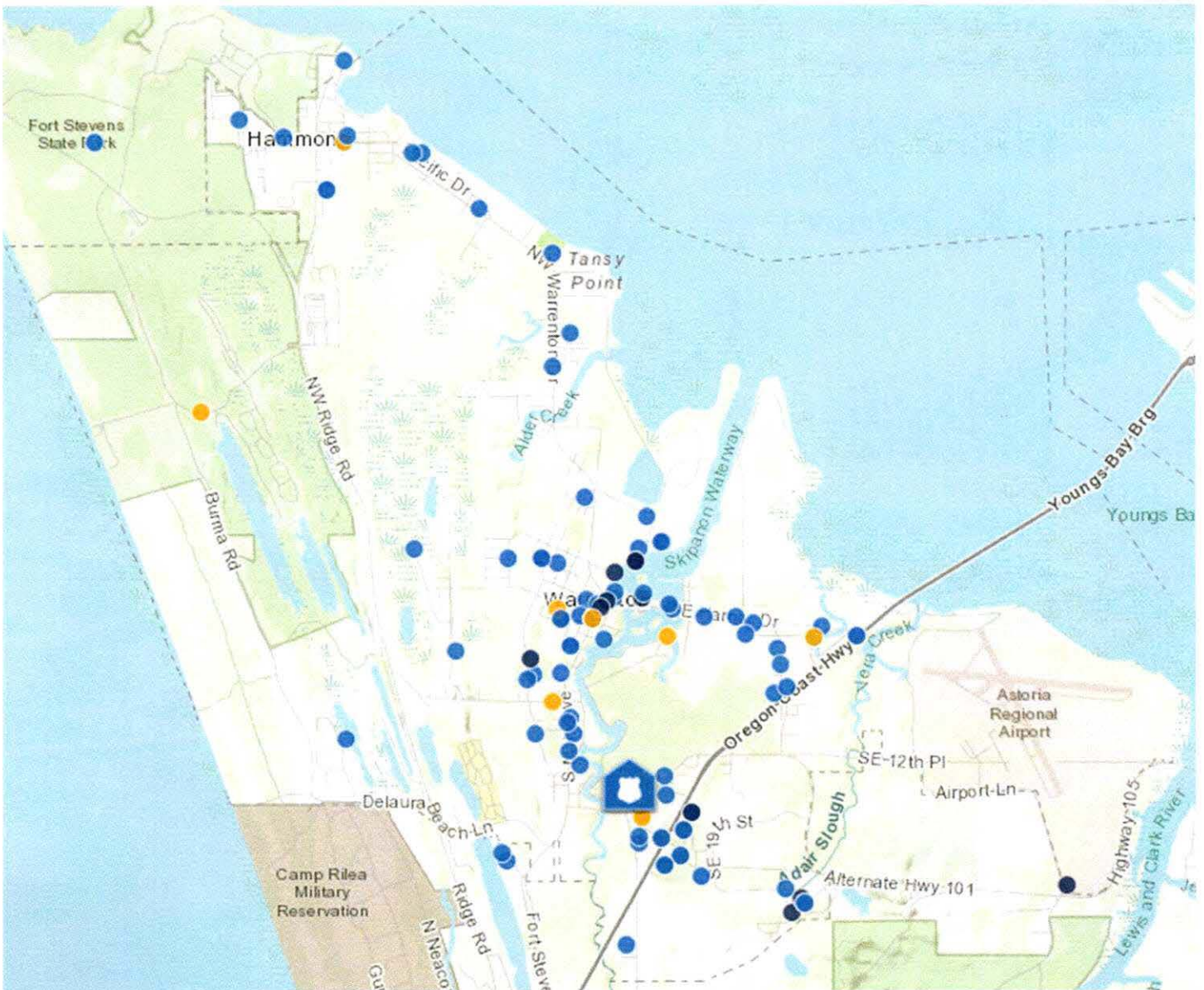
Oct	Nov	Dec	2022 YTD	2022 Estimate	2021	2022 v 2021	2020	2022 v. 2020	2019	2022 v. 2019
			2395	7185	7955	-10%	9270	-22%	9819	-27%
			823	2469	2442	1%	2469	0%	2608	-5%
			548	1644	1891	-13%	2095	-22%	1731	-5%
			489	1467	2000	-27%	2489	-41%	2627	-44%
			13	39	27	44%	36	8%	33	18%
			42	126	228	-45%	246	-49%	275	-54%
			363	1089	1191	-9%	1230	-11%	1094	0%
			250	750	830	-10%	863	-13%	849	-12%
			11	33	58	-43%	86	-62%	117	-72%
			73	219	207	6%	289	-24%	271	-19%
			696.5	2089.5	2075.4	1%	2194.5	-5%	1731.7	21%
			0	0	12.5	-100%	259.5	-100%	359.5	-100%

Homeless Incidents	2022	2021	2020
Code 40 (Normal)	25	30	32
Code 41 (Aggressive)	2	3	3

Elk Incidents	2022	2021
Interaction:	0	0
Traffic Accidents:	1	0
Traffic Complaints:	0	1
<b>Total:</b>	<b>1</b>	<b>1</b>

The following is a graphic representation of statistics for **April 2022** using our **CityProject** membership (formerly [CrimeReports.com](https://www.crimereports.com)). The "Dots" represent a location of a call and if you would zoom in on the map you would see an icon for the type of call and some basic time/date details. Some dots represent multiple calls at one location. If you go to the website, you can zoom in on each incident for more details.

- |  |  |  |  |
|--|--|--|--|
| <input checked="" type="checkbox"/> Assault                    | <input checked="" type="checkbox"/> Property & Theft           | <input checked="" type="checkbox"/> Disorder/Disturbance | <input checked="" type="checkbox"/> 911 or Other       |
| <input checked="" type="checkbox"/> Assault                    | <input checked="" type="checkbox"/> Property Crime             | <input checked="" type="checkbox"/> Disorder             | <input checked="" type="checkbox"/> Community Events   |
| <input checked="" type="checkbox"/> Assault with Deadly Weapon | <input checked="" type="checkbox"/> Breaking & Entering        | <input checked="" type="checkbox"/> Disorder             | <input checked="" type="checkbox"/> Community Policing |
| <input checked="" type="checkbox"/> Sexual Offense             | <input checked="" type="checkbox"/> Property Crime Commercial  | <input checked="" type="checkbox"/> Drugs                | <input checked="" type="checkbox"/> Proactive Policing |
| <input checked="" type="checkbox"/> Sexual Assault             | <input checked="" type="checkbox"/> Property Crime Residential | <input checked="" type="checkbox"/> Drugs                | <input checked="" type="checkbox"/> Emergency          |
| <input checked="" type="checkbox"/> Sexual Offense             | <input checked="" type="checkbox"/> Other Property Crime       | <input checked="" type="checkbox"/> Liquor               | <input checked="" type="checkbox"/> Emergency          |
| <input checked="" type="checkbox"/> Other Sexual Offense       | <input checked="" type="checkbox"/> Theft                      | <input checked="" type="checkbox"/> Liquor               | <input checked="" type="checkbox"/> Fire               |
| <input checked="" type="checkbox"/> Other Violent Offense      | <input checked="" type="checkbox"/> Theft from Vehicle         | <input checked="" type="checkbox"/> Quality of Life      | <input checked="" type="checkbox"/> Fire               |
| <input checked="" type="checkbox"/> Homicide                   | <input checked="" type="checkbox"/> Theft of Vehicle           | <input checked="" type="checkbox"/> Quality of Life      | <input checked="" type="checkbox"/> Police Calls       |
| <input checked="" type="checkbox"/> Kidnapping                 | <input checked="" type="checkbox"/> Other Theft                |  |  |
| <input checked="" type="checkbox"/> Robbery                    |  |  |  |



Volume 15, Issue 10

Monthly Finance Report  
April 2022

May 24, 2022

**Economic Indicators**

**Department Statistics**

**Current and Pending Projects**

	Current	1 year ago
◆ Interest Rates:		
LGIP :	.63%	.60%
Prime Rate:	3.50%	3.25%
◆ CPI-U change:	8.3%	4.2%
◆ Unemployment Rates:		
Clatsop County:	not avail.	6.5%
Oregon:	3.7%	5.9%
U.S.:	3.6%	6.0%

◆ Utility Bills mailed	3,350
◆ New Service Connections	0
◆ Reminder Letters	278
◆ Door Hangers	61
◆ Water Service Discontinued	9
◆ Counter payments	426
◆ Mail payments	1,064
◆ Auto Pay Customers/pmts	710
◆ Online (Web) payments	1,159
◆ Checks issued	380

- ◆ ARPA Funding (first report due April 30, 2022)
- ◆ 2023-2028 Capital Improvement Program
- ◆ 2022-2023 Budget Preparation (Budget Committee Meeting May 14, 2022)
- ◆ Insurance Renewals

**Financial Narrative as of April 30, 2022**

**Note:** Revenues and expenses should track at 10/12 or 83.3% of the budget.

**General Fund:** Year to date revenues amount to \$4,110,947, which is 90% of the budget, compared to the prior year amount of \$3,756,034, which was 84.9% of the budget and are up by \$354,913. Increases are shown in current property tax, franchise fees, transient room taxes, planning fees, police charges, park charges, miscellaneous, interest, leases and proceeds from sale of assets and are offset by decreases in prior year property tax, municipal court, fire charges, state revenue sharing and grants.

Expenses year to date amount to \$3,888,844, which is 76.3% of the budget, compared to the prior year amount of \$3,475,678, which was 73.8% of the budget. All departments are tracking at or under budget except for Admin/Comm/Fin due to the timing costs. All budgeted transfers from the General Fund for the year have been made.

**WBL:** Business license revenue amounts to \$62,620, compared to \$60,090 at this time last year, a difference of \$2,530. Year to date licenses issued is 736 compared to 704 at this time last year.

**Building Department:** Permit revenues this month amount to \$107,500 and \$279,976 year to date, which is 85.5% of the budgeted amount. Last year to date permit revenue was \$284,323, 60.5% of the budget.

**State Tax Street:** State gas taxes received this month amount to \$38,523 for fuel sold in March and \$347,725 year to date. City fuels taxes received this month amount to \$24,790 for fuel sold in February and are \$233,930 year to date. Total gas taxes received year to date are \$581,655 compared to \$517,187 at this time last year.

**Warrenton Marina:** Total revenues to date are \$692,124, 109.1% of the budgeted amount, compared to the prior year amount of \$581,386, which was 101.8% of the budgeted amount. There is \$16,297 in moorage receivables outstanding.

**Hammond Marina:** Total revenues to date are \$416,968, 118.6% of the budgeted amount, compared to the prior year amount of \$323,329, which was 138.5% of the budgeted amount. There is \$2,831 in moorage receivables outstanding.

Of the total outstanding receivables:

- \$7,283 (38.1%) is current,
- \$1,876 (9.8%) is 30-60 days past due,
- \$1,556 (8.1%) is 60-90 days past due and
- \$8,413 (44%) is over 90 days past due.

**Water Fund:** Utility fees charged this month are \$156,414 and \$84,755, and \$2,007,347 and \$1,246,769 year to date for in-city and out-city respectively and

totals \$3,254,116 and is 85.3% of the budget. Last year at this time, year to date fees were \$2,048,803 and \$1,221,924, for in-city and out-city, respectively and totaled \$3,270,727.

**Sewer Fund:** Utility fees charged this month are \$208,465 and \$2,131,317 year to date, which is 87.1% of the budget. Last year at this time, year to date fees were \$2,079,170. Shoreline Sanitary fees year to date are \$112,900. Total revenues year to date are \$2,299,027 compared to \$2,422,339 at this time last year. The reduction of \$123,312 is a result of the closure of the septage receiving station, reduced connection charges and interest earnings.

**Storm Sewer:** Utility fees (20% of sewer fees) this month are \$41,670 and \$426,145 year to date and is 87.1% of the budget. Last year to date revenues were \$424,753 which was 97% of the budget.

**Sanitation Fund:** Service fees charged this month for garbage and recycling were \$83,954 and \$17,650, and \$858,536 and \$176,222, year to date, and are 89.7% and 86.2% of the budget respectively.

**Community Center Fund:** Rental revenue year to date is \$11,975 and is 90.7% of the budget. Last year to date revenue was \$6,533, which was 50.3% of the budget. The advisory board's annual Breakfast with the Easter Bunny Fundraiser brought in net proceeds of \$5,142 through donations from local businesses, ticket sales and raffle sales.

**Financial data as of April, 2022**

	General Fund			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	1,643,558	1,467,390	875,000	167.70
Plus: Revenues	378,005	4,110,947	4,569,509	89.96
Less: Expenditures				
Municipal Court	11,140	111,937	187,431	59.72
Admin/Comm/Fin(ACF)	90,130	1,025,461	1,223,114	83.84
Planning	16,692	185,181	287,914	64.32
Police	125,780	1,520,314	2,098,395	72.45
Fire	71,179	760,833	944,476	80.56
Parks	17,149	114,340	186,654	61.26
Transfers	-	170,778	170,778	100.00
Total Expenditures	332,070	3,888,844	5,098,762	76.27
Ending Fund Balance	1,689,493	1,689,493	345,747	488.65

(see details of revenue, page 4)

	WBL			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	70,074	53,439	40,000	133.60
Plus: Revenues	1,575	62,930	59,500	105.76
Less: Expenditures	899	45,619	77,091	59.18
Ending Fund Balance	70,750	70,750	22,409	315.72

	Building Department			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	692,073	847,148	840,000	100.85
Plus: Revenues	107,843	283,765	332,361	85.38
Less: Expenditures	31,062	362,059	491,145	73.72
Ending Fund Balance	768,854	768,854	681,216	112.86

	State Tax Street			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,601,194	2,608,279	1,900,000	137.28
Plus: Revenues	84,405	696,284	1,380,063	50.45
Less: Expenditures	33,576	652,540	2,983,459	21.87
Ending Fund Balance	2,652,023	2,652,023	296,604	894.13

	Warrenton Marina			
	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	398,090	266,345	265,000	100.51
Plus: Revenues	22,150	692,124	634,538	109.08
Less: Expenditures	43,015	581,244	741,644	78.37
Ending Fund Balance	377,225	377,225	157,894	238.91

## Financial data as of April 2022, continued

	Hammond Marina				Water Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	278,317	239,353	250,000	95.74	1,690,820	3,336,675	2,900,000	115.06
Plus: Revenues	3,519	416,968	351,548	118.61	259,757	3,382,509	6,492,447	52.10
Less: Expenditures	25,786	400,271	483,652	82.76	149,464	4,918,071	8,425,702	58.37
Ending Fund Balance	<u>256,050</u>	<u>256,050</u>	<u>117,896</u>	<u>217.18</u>	<u>1,801,113</u>	<u>1,801,113</u>	<u>966,745</u>	<u>186.31</u>

	Sewer Fund				Storm Sewer			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	2,801,582	3,110,780	3,000,000	103.69	1,609,365	1,473,868	1,300,000	113.37
Plus: Revenues	228,781	2,299,027	2,753,900	83.48	43,844	434,742	495,220	87.79
Less: Expenditures	159,842	2,539,286	4,908,806	51.73	11,445	266,846	1,182,221	22.57
Ending Fund Balance	<u>2,870,521</u>	<u>2,870,521</u>	<u>845,094</u>	<u>339.67</u>	<u>1,641,764</u>	<u>1,641,764</u>	<u>612,999</u>	<u>267.82</u>

	Sanitation Fund				Community Center			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	534,523	450,351	425,000	105.96	19,322	16,757	15,000	111.71
Plus: Revenues	102,224	1,039,061	1,165,092	89.18	4,720	21,708	16,600	130.77
Less: Expenditures	78,741	931,406	1,331,479	69.95	1,637	16,060	24,771	64.83
Ending Fund Balance	<u>558,006</u>	<u>558,006</u>	<u>258,613</u>	<u>215.77</u>	<u>22,405</u>	<u>22,405</u>	<u>6,829</u>	<u>328.09</u>

	Library				Warrenton Urban Renewal Agency Capital Projects Fund			
	Current Month	Year to Date	Budget	% of Budget	Current Month	Year to Date	Budget	% of Budget
Beginning Fund Balance	209,171	162,709	168,000	96.85	12,270	13,174	16,220	81.22
Plus: Revenues	1,835	242,651	243,503	99.65	2,754	115,996	6,181,812	1.88
Less: Expenditures	20,136	214,490	283,477	75.66	2,752	116,898	6,198,032	1.89
Ending Fund Balance	<u>190,870</u>	<u>190,870</u>	<u>128,026</u>	<u>149.09</u>	<u>12,272</u>	<u>12,272</u>	<u>-</u>	<u>-</u>



**Financial data as of April 2022, continued**

**(\$) Cash Balances as of April 30, 2022**

General Fund	2,071,602	Warrenton Marina	370,348	Storm Sewer	1,591,903
WBL	70,751	Hammond Marina	258,393	Sanitation Fund	472,007
Building Department	783,080	Water Fund	1,364,455	Community Center	23,976
State Tax Street	2,791,672	Sewer Fund	2,581,326	Library	192,450

**Warrenton Urban Renewal Agency**

Capital Projects	15,024
Debt Service	2,900,018

General Fund Revenues	Collection Frequency	2021-2022 Budget	Actual as	Collections/Accruals		(over) under budget
			% of Current Budget	Year to date		
				Apr 2022	Apr 2021	
Property taxes-current	AP	1,171,282	101.60	1,189,987	1,118,148	(18,705)
Property taxes-prior	AP	35,000	50.95	17,832	31,933	17,168
County land sales	A	-	0.00	-	-	-
Franchise fees	MAQ	598,000	76.14	455,327	454,770	142,673
COW - franchise fees	M	293,269	85.15	249,730	247,522	43,539
Transient room tax	Q	527,000	81.98	432,022	368,387	94,978
Liquor licenses	A	500	115.00	575	500	(75)
State revenue sharing	MQ	170,653	70.69	120,637	136,168	50,016
Municipal court	M	127,800	71.25	91,054	92,195	36,746
Planning Fees	I	65,500	107.06	70,126	54,110	(4,626)
Police charges	I	18,000	127.30	22,914	13,250	(4,914)
Fire charges	SM	106,630	116.33	124,041	149,510	(17,411)
Park charges	I	-	0.00	795	425	-
Miscellaneous	I	2,000	759.90	15,198	11,832	(13,198)
Interest	M	8,000	95.85	7,668	6,311	332
Lease receipts	M	222,761	84.97	189,269	182,179	33,492
Proceeds from sale of assets	I	-	0.00	98,311	-	(98,311)
Grants	I	-	0.00	-	11,696	-
<b>Sub-total</b>		<b>3,346,395</b>	<b>92.20</b>	<b>3,085,486</b>	<b>2,878,936</b>	<b>260,909</b>
Transfers from other funds	I	-	0.00	-	-	-
Overhead	M	1,223,114	83.84	1,025,461	877,098	197,653
<b>Total revenues</b>		<b>4,569,509</b>	<b>89.96</b>	<b>4,110,947</b>	<b>3,756,034</b>	<b>458,562</b>

- M - monthly
- Q - quarterly
- SM - Semi-annual in November then monthly
- AP - As paid by taxpayer beginning in November
- MAQ - Century Link, NW Nat & Charter-quarterly, all others monthly
- S - semi-annual
- I - intermittently
- MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing
- R - renewals due in July and new licenses intermittently
- A - annual

Note: Budget columns do not include contingencies as a separate line item but are included in the ending fund balance. Unless the Commission authorizes the use of contingency, these amounts should roll over to the following year beginning fund balance. For budget details, please refer to the City of Warrenton Adopted Budget for fiscal year ending June 30, 2022. Budget amounts reflect budget adjustments approved by the Commission during the fiscal year. Information and data presented in this report is unaudited.



**WARRENTON CITY COMMISSION PUBLIC COMMENT FORM**

NAME: Dennis Faletti

ADDRESS: P.O. Box 198 Warrenton

EMAIL: \_\_\_\_\_

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

BRIEFLY DESCRIBE YOUR TOPIC: Public Works

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

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



Ms. Linda Engbretson  
 City Manager  
 City of Warrenton  
 PO Box 250  
 Warrenton, OR 97146

April 1<sup>st</sup>, 2022

Dear Linda:

In compliance with the terms of our franchise agreement, please find enclosed the following documents that make up the Rate Review Report and Annual Financial Report:

1. The Rate Review Report (attached), which includes the following:
  - a. All the actual expenses incurred in the preceding calendar year, and all allowable expenses that we reasonably anticipate will be incurred in the current year
  - b. The allocation factors and percentages used to allocate shared expenses
  - c. The actual and expected Operating Ratios for the preceding and current calendar year
2. The 2021 Reviewed Financial Statement for RWO – North Coast Collection (attached)
3. Proposed changes to collection rates and services (appears below)
4. Recap of license fees paid to the City, and a projection of future payments (appears below)

#### PROPOSED CHANGES TO COLLECTION RATES & SERVICES

As we expected, now that the world is getting back to “normal”, we are seeing increases in disposal, fuel, labor and other operational costs. As a result, we are proposing an 8.50% increase to most collection rates. We have provided rate sheets showing the current and proposed rates for each service level. This includes rates for the following:

- a. Recycling Carts & Cardboard Containers (billed directly to the City).
- b. License Agreement – Large front-load container and drop box services (billed to customers directly, RWO remits a 7% license fee to the City).

For material delivered to the Astoria Transfer Station, we are proposing the following changes:

- a. Garbage tip fee for City trucks at the Astoria Transfer Station (ATS) will increase by 4.0% to \$99.48/ton, driven primarily by increased transport and disposal costs.
- b. Yard Debris tip fee at ATS for yard debris brought in by Warrenton residents will increase by 57% to \$20/yard, driven by an increase from our disposal site, Trails End Recovery in Warrenton.

#### LICENSE FEE RECAP & PROJECTION

For Calendar Year 2021, the License Fees remitted to the City totaled approximately \$53,760. We are projecting to pay the City \$57,785 in license fees in the upcoming 12 month period. This number reflects our best estimate based on the services we expect to provide, including drop box activity, which can vary significantly from year to year. Please note that License Fees will fluctuate based on actual services provided.

We appreciate the opportunity to provide these essential services to our neighbors. We take this obligation seriously, and we are committed to keeping our operations running as expected.



Please let me know when you would like us to attend a commission meeting to review this proposal. Feel free to contact us if you have any questions or need any additional information. You can reach our Rate Analyst Dave Larmouth by email at [dlarmouth@recology.com](mailto:dlarmouth@recology.com), or by phone at 503-437-0103.

Respectfully,

A handwritten signature in black ink, appearing to read 'Chris Carey', with a stylized flourish at the end.

Chris Carey  
General Manager

RWO-NCC 2021-2022 Cost of Service Report



	RWO - North Coast Collection Total			Warrenton		
	2021 Calendar Year Actual	2022-23 Projected Rate Year	Allocation Method	2021 Calendar Year Actual	Adjustments and Projected Changes	2022-23 Projected Rate Year
<b>REVENUE</b>			>>> <<<	Rate Adj. % >>>	8.50%	op adj
Collection Services - Residential	\$ 6,307,908	\$ 6,413,668	Actual	\$ 207,720	\$ 429	\$ 208,149
Collection Services - Commercial	\$ 4,429,611	\$ 4,544,343	Actual	\$ 196,179	\$ 4,814	\$ 200,994
Collection Services - Debris Box Svcs	\$ 745,811	\$ 819,666	Actual	\$ 306,293	\$ 6,126	\$ 312,419
<b>SUBTOTAL: CS (RA % applies)</b>	<b>\$ 11,483,330</b>	<b>\$ 11,777,676</b>	<b>Actual</b>	<b>\$ 710,192</b>	<b>\$ 11,369</b>	<b>\$ 721,561</b>
Proposed Rate Adjustment	\$ -	\$ -		\$ -	\$ -	\$ 61,333
Collection Services - DB Disposal	\$ 1,134,587	\$ 1,005,871	Actual	\$ 333,150	\$ 6,663	\$ 339,813
Collection Services - Medical Waste	\$ 167,537	\$ 165,991	Actual	\$ 2,811	\$ 139	\$ 2,950
Collection Services - Other	\$ 23,574	\$ 30,040	Actual	\$ 14,969	\$ (60)	\$ 14,909
Non-Franchised Revenue	\$ 208,460	\$ 194,999	Actual	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>\$ 13,017,488</b>	<b>\$ 13,174,577</b>		<b>\$ 1,061,122</b>	<b>\$ 18,111</b>	<b>\$ 1,140,566</b>
Franchise Fees	\$ (586,452)	\$ (594,261)		\$ (53,760)	\$ -	\$ (57,785)
<b>Revenue w/o Franchise Fees</b>	<b>\$ 12,431,036</b>	<b>\$ 12,580,317</b>		<b>\$ 1,007,362</b>	\$ -	<b>\$ 1,082,781</b>
<b>LABOR EXPENSES</b>						
Operational Personnel	\$ 1,251,045	\$ 1,388,089	Labor Hours	\$ 53,169	\$ 5,824	\$ 58,994
Non-Franchised Labor & Related	\$ 113,620	\$ 120,631	Labor Hours	\$ -	\$ -	\$ -
Health Insurance	\$ 422,986	\$ 450,781	Labor Hours	\$ 17,977	\$ 1,181	\$ 19,158
Payroll Taxes	\$ 119,678	\$ 132,788	Labor Hours	\$ 5,086	\$ 557	\$ 5,643
Labor Overhead	\$ 125,299	\$ 138,868	Labor Hours	\$ 5,325	\$ 577	\$ 5,902
<b>Total Labor Expenses</b>	<b>\$ 2,032,629</b>	<b>\$ 2,231,156</b>		<b>\$ 81,558</b>	<b>\$ 8,139</b>	<b>\$ 89,697</b>
<b>DISPOSAL EXPENSES</b>						
Disposal Charges - Outside Source	\$ 572,424	\$ 618,218	O/S Disposal	\$ 171,494	\$ 13,719	\$ 185,213
Disposal-Medical Waste	\$ 117,690	\$ 121,221	MW Disposal	\$ 2,033	\$ 61	\$ 2,094
Disposal - Free Dump Vouchers (Astoria)	\$ 22,688	\$ 23,000	Actual	\$ -	\$ -	\$ -
Inter-Company Disposal - Yard Debris	\$ 280,440	\$ 444,928	Program Yards	\$ -	\$ -	\$ -
Inter-Company Disposal - Garbage	\$ 2,500,721	\$ 2,729,147	I/C Disposal	\$ 312,090	\$ 28,508	\$ 340,598
<b>Total Disposal Expenses</b>	<b>\$ 3,493,963</b>	<b>\$ 3,936,514</b>		<b>\$ 485,617</b>	<b>\$ 42,288</b>	<b>\$ 527,905</b>
<b>OPERATIONAL EXPENSES</b>						
Fuel	\$ 348,737	\$ 529,993	Labor Hours	\$ 14,821	\$ 7,703	\$ 22,525
Non-Franchised Fuel	\$ 65,805	\$ 100,007	Actual	\$ -	\$ -	\$ -
Repairs & Maintenance	\$ 1,190,327	\$ 1,297,553	Labor Hours	\$ 50,589	\$ 4,557	\$ 55,146
Repairs & Maint - Non-Franchised Hauling	\$ 111,645	\$ 120,577	Actual	\$ -	\$ -	\$ -
Repairs and Maint. - 3rd Party Shop	\$ 12,250	\$ 13,230	Actual	\$ -	\$ -	\$ -
Contract Labor	\$ -	\$ -	Labor Hours	\$ -	\$ -	\$ -
Business Licenses and Fees	\$ 198,615	\$ 209,560	Labor Hours	\$ 8,441	\$ 465	\$ 8,906
Non-Franchised Business Licenses and Fees	\$ 17,823	\$ 13,356	Actual	\$ -	\$ -	\$ -
Depreciation and Amortization	\$ 110	\$ 66	Labor Hours	\$ 5	\$ (2)	\$ 3
Operational Lease and Rent	\$ 779,442	\$ 819,365	Labor Hours	\$ 33,126	\$ 1,697	\$ 34,823
Non-Franchised Ops Lease/Rent	\$ 99,931	\$ 99,952	Actual	\$ -	\$ -	\$ -
Op. Lease and Rent - (Seaside Depot)	\$ 17,820	\$ 17,820	Actual	\$ -	\$ -	\$ -
Supplies	\$ 77,835	\$ 84,062	Labor Hours	\$ 3,573	\$ 286	\$ 3,858
Insurance Expense	\$ 146,833	\$ 158,580	Labor Hours	\$ 6,740	\$ 539	\$ 7,279
Recycling Processing	\$ 534,174	\$ 477,000	Program Hours	\$ 100,590	\$ (10,766)	\$ 89,823
Freight	\$ 6,660	\$ 7,193	Labor Hours	\$ 283	\$ 23	\$ 306
Other Operational	\$ 18,853	\$ 20,361	Labor Hours	\$ 865	\$ 69	\$ 935
<b>Total Operational Expenses</b>	<b>\$ 3,626,860</b>	<b>\$ 3,968,675</b>		<b>\$ 219,033</b>	<b>\$ 4,571</b>	<b>\$ 223,604</b>
<b>SUBTOTAL</b>	<b>\$ 3,277,584</b>	<b>\$ 2,443,972</b>		<b>\$ 221,154</b>	<b>\$ 20,421</b>	<b>\$ 241,575</b>
<b>ADMINISTRATIVE EXPENSES</b>						
Administrative Services	\$ 1,171,574	\$ 1,185,712	Computed	\$ 95,501	\$ 1,949	\$ 97,450
Management Services	\$ 432,150	\$ 395,237	Computed	\$ 31,834	\$ 650	\$ 32,483
Postage	\$ 10,399	\$ 11,231	Cust Counts	\$ 721	\$ 58	\$ 778
Billing Services	\$ 50,866	\$ 54,935	Cust Counts	\$ 3,525	\$ 282	\$ 3,807
Bank Service Charges	\$ 41,989	\$ 45,348	Cust Counts	\$ 2,910	\$ 233	\$ 3,143
Dues and Subscriptions	\$ 10,448	\$ 11,284	Cust Counts	\$ 724	\$ 58	\$ 782
Contributions	\$ 3,278	\$ 3,540	Cust Counts	\$ 227	\$ 18	\$ 245
Office Supplies	\$ 10,532	\$ 11,375	Cust Counts	\$ 730	\$ 58	\$ 788
Advertising & Promotions	\$ 8,945	\$ 9,661	Cust Counts	\$ 620	\$ 50	\$ 669
Professional Services	\$ 19,701	\$ 21,277	Cust Counts	\$ 1,365	\$ 109	\$ 1,474
Business Meals	\$ 4,422	\$ 4,776	Cust Counts	\$ 306	\$ 25	\$ 331
Travel	\$ 4,945	\$ 5,341	Cust Counts	\$ 343	\$ 27	\$ 370
Bad Debts	\$ 62,959	\$ 64,359	Cust Counts	\$ 4,363	\$ 97	\$ 4,460
Telephone	\$ 51,623	\$ 55,753	Cust Counts	\$ 3,577	\$ 286	\$ 3,864
Education & Training	\$ 598	\$ 646	Cust Counts	\$ 41	\$ 3	\$ 45
Miscellaneous	\$ 9,668	\$ 10,441	Cust Counts	\$ 670	\$ 54	\$ 724
<b>Total Administrative Expenses</b>	<b>\$ 1,894,097</b>	<b>\$ 1,890,916</b>		<b>\$ 147,457</b>	<b>\$ 3,957</b>	<b>\$ 151,414</b>
Interest Income, Loss on Sale of Assets	\$ (15,172)	\$ (13,735)	Cust Counts	\$ (1,051)	\$ 100	\$ (952)
<b>NET INCOME BEFORE TAX</b>	<b>\$ 1,398,659</b>	<b>\$ 566,792</b>		<b>\$ 74,749</b>	<b>\$ 16,364</b>	<b>\$ 91,113</b>



Operating Margin  
Calculated Operating Ratio

**Allocation Data:**

Revenue  
Revenue Percent

2021 All Labor %  
2021 Franchised Labor %  
2021 Outside Source (O/S) Disposal %  
2021 Inter-Company (I/C) Disposal %  
2021 Medical Waste %  
2019 Yard Debris (I/C) %  
2021 Recycling %  
2021 Customer Count %

RWO - North Coast Collection Total			Warrenton		
2021 Calendar Year Actual	2022-23 Projected Rate Year	Allocation Method	2021 Calendar Year Actual	Adjustments and Projected Changes	2022-23 Projected Rate Year
11.25%	4.51%		7.42%	8.50%	8.41%
87.94%	94.38%		92.66%	op adj	91.65%
			<b>OpR Range:</b>	<b>88-92%</b>	<b>have CPI</b>
Revenue	\$ 13,017,488	\$ 13,174,577	\$ 1,061,122		\$ 1,140,566
Revenue Percent	100.00%	100.00%	8.17%		8.30%
			4.59%		4.59%
			4.25%		4.25%
			29.96%		29.96%
			12.48%		12.48%
			1.73%		1.73%
			0.00%		0.00%
			18.83%		18.83%
			6.93%		6.93%
<b>Operating Ratio Calculation:</b>					
Total Expenses:					
Total Labor	\$ 2,032,629	\$ 2,231,156	\$ 81,558		\$ 89,697
Total Disposal	\$ 3,493,963	\$ 3,936,514	\$ 485,617		\$ 527,905
Total Operational	\$ 3,626,860	\$ 3,968,675	\$ 219,033		\$ 223,604
Total Administrative	\$ 1,894,097	\$ 1,890,916	\$ 147,457		\$ 151,414
Total	\$ 11,047,549	\$ 12,027,260	\$ 933,665		\$ 992,620
Less Non Allowable Expenses:					
Interest on Purchase of routes	\$ -	\$ -	\$ -		\$ -
Non-Franchised Ops Costs	\$ (295,204)	\$ (333,892)	\$ -		\$ -
Amortization	\$ -	\$ -	\$ -		\$ -
Contributions	\$ (3,278)	\$ (3,540)	\$ (227)		\$ (245)
Allowable Expenses	\$ 10,749,067	\$ 11,689,828	\$ 933,438		\$ 992,375
Revenue					
Revenue w/o Franchise Fees	\$ 12,431,036	\$ 12,580,317	\$ 1,007,362		\$ 1,082,781
Less Non-Franchised Revenue	\$ (208,460)	\$ (194,999)			
Revenue (w/o Non-Franchised Revenue)	\$ 12,222,576	\$ 12,385,317	\$ 1,007,362		\$ 1,082,781
Operating Ratio:					
Allowable Expenses divided by	\$ 10,749,067	\$ 11,689,828	\$ 933,438		\$ 992,375
Revenue (net of Pass Through)	\$ 12,222,576	\$ 12,385,317	\$ 1,007,362		\$ 1,082,781
<b>Calculated Operating Ratio</b>	<b>87.9%</b>	<b>94.4%</b>	<b>92.7%</b>		<b>91.7%</b>

**Recology Western Oregon – North Coast Collection Inc.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Financial Statements

December 31, 2021

(With Independent Accountant's Review Report)



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## INDEPENDENT ACCOUNTANT'S REVIEW REPORT

To the Board of Directors of  
Recology Western Oregon - North Coast Collection Inc.  
McMinnville, Oregon

We have reviewed the accompanying financial statements of Recology Western Oregon – North Coast Collection Inc., which comprise the balance sheet as of December 31, 2021, and the related statements of earnings and stockholders' investment, and cash flows for the year then ended, and the related notes to the financial statements. A review includes primarily applying analytical procedures to management's financial data and making inquiries of management. A review is substantially less in scope than an audit, the objective of which is the expression of an opinion regarding the financial statements as a whole. Accordingly, we do not express such an opinion.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement whether due to fraud or error.

### **Accountant's Responsibility**

Our responsibility is to conduct the review engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. Those standards require us to perform procedures to obtain limited assurance as a basis for reporting whether we are aware of any material modifications that should be made to the financial statements for them to be in accordance with accounting principles generally accepted in the United States of America. We believe that the results of our procedures provide a reasonable basis for our conclusion.

We are required to be independent of and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements related to our review.

### **Accountant's Conclusion**

Based on our review, we are not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in accordance with accounting principles generally accepted in the United States of America. The supplementary information included in the accompanying Schedule of Expenses is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information has been subjected to the inquiry and analytical procedures applied in the review of the basic financial statements, and we did not become aware of any material modifications that should be made to such information.

*Armanino LLP*  
Armanino<sup>LLP</sup>  
San Ramon, California

March 25, 2022

RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.

(A Wholly Owned Subsidiary of Recology Inc.)

Balance Sheet

December 31, 2021

ASSETS

Current assets:

Accounts receivable, net of allowance for doubtful accounts of \$11,722	\$ 1,343,907
Prepaid expenses	51,212
Due from parent	<u>577,091</u>
Total current assets	<u>1,972,210</u>

Property and equipment:

Building and improvements	2,642
Machinery and equipment	14,031
Less accumulated depreciation	<u>(16,673)</u>
Property and equipment, net	-
Total assets	<u>\$ 1,972,210</u>

LIABILITIES AND STOCKHOLDER'S INVESTMENT

Current liabilities:

Accounts payable	\$ 60,844
Accrued liabilities	258,747
Deferred revenues	<u>308,707</u>
Total current liabilities	628,298

Stockholder's investment, net

Stockholder's investment, net	<u>1,343,912</u>
Total liabilities and stockholders' investment	<u>\$ 1,972,210</u>

See accompanying notes to financial statements and independent accountant's review report.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Earnings and Stockholder's Investment

For the year ended December 31, 2021

Revenues, net	<u>\$ 12,431,036</u>
Cost of operations	
Intercompany disposal	2,803,849
Third party refuse disposal	690,114
Labor costs	2,032,629
Operational expenses	<u>3,626,860</u>
Total cost of operations	<u>9,153,452</u>
Gross profit	3,277,584
General and administrative expenses	<u>1,894,097</u>
Earnings from operations	<u>1,383,487</u>
Other income	
Interest income	<u>15,172</u>
	15,172
Net earnings	1,398,659
Stockholder's investment, net, beginning of year	1,190,352
Net distributions to parent and affiliates	<u>(1,245,099)</u>
Stockholder's investment, net, end of year	<u>\$ 1,343,912</u>

See accompanying notes to financial statements and independent accountant's review report.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**

(A Wholly Owned Subsidiary of Recology Inc.)

Statement of Cash Flows

For the year ended December 31, 2021

Cash flows from operating activities:	
Net earnings	\$ 1,398,659
Adjustments to reconcile net earnings to cash used in operating activities:	
Depreciation	110
Provision for bad debts	62,959
Changes in assets and liabilities:	
Accounts receivable, net	(90,757)
Prepaid expenses	12,689
Due from parent	(259,505)
Accounts payable	7,762
Accrued liabilities	71,133
Deferred revenues	42,049
Net cash provided by operating activities	<u>1,245,099</u>
Cash flows provided by financing activities:	
Net distribution to parent and affiliates	<u>(1,245,099)</u>
Net change in cash	-
Cash, beginning of year	-
Cash, end of year	<u>\$ -</u>

See accompanying notes to financial statements and independent accountant's review report.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES

Organization

Recology Western Oregon - North Coast Collection Inc. (the "Company"), is a wholly owned subsidiary of Recology Oregon Inc., which is a wholly owned subsidiary of Recology Inc. (the "Parent" or "Recology"), which in turn is wholly owned by the Recology Employee Stock Ownership Plan (the "Recology ESOP" or the "ESOP").

Revenue recognition and accounts receivable

The Company recognizes revenue on an accrual basis when services are performed. Deferred revenues primarily consist of revenues billed in advance that are recorded as revenue in the period in which the related services are rendered. The majority of the Company's revenue is subject to rate regulation by the municipalities in which it operates.

The Company's receivables are recorded when billed and represent claims against third parties that will be settled in cash. The carrying value of the Company's receivables, net of the allowance for doubtful accounts, represents their estimated net realizable value. The Company estimates its allowance for doubtful accounts based on several factors, including historical collection trends, type of customer, existing economic conditions and other factors.

In accordance with the Company's adoption of ASU 2014-09 during 2019, municipal franchise fees totaling \$586,452 are presented as a reduction to revenue for the year ended December 31, 2021.

Property and equipment

Property and equipment, including major renewals and betterments, are stated at cost. It is the Company's policy to periodically review the estimated useful lives of its property and equipment. Depreciation is calculated on a straight-line basis over the estimated useful lives of assets as follows:

	<u>Estimated useful lives</u>
Buildings	20-40 years
Leasehold improvements	Shorter of lease or useful life
Machinery and equipment	6-8 years
Furniture and fixtures	8 years
Vehicles	9 years
Containers	10 years

Depreciation expense amounted to \$110 for the year ended December 31, 2021. The cost of maintenance and repairs is charged to operations as incurred; the cost of significant renewals and betterments are capitalized.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (continued)

Environmental remediation liabilities

The Company accrues environmental remediation costs when they become probable and based on its best estimate within a range. If no amount within the range appears to be a better estimate than any other, the low end of the range is used. Remediation costs are estimated by environmental remediation professionals based upon site remediation plans they develop and on their experience working with regulatory agencies and the Company's environmental staff and legal counsel. All estimates require assumptions about future events due to a number of uncertainties, including the nature and extent of any contamination, the appropriate remedy or remedies, the final apportionment of responsibility among the potentially responsible parties, if any are identified, the financial viability of other potentially responsible parties, and regulatory agency requirements. Thus, actual costs incurred may differ from the Company's initial estimate. These estimates do not take into account discounts for the present value of total estimated future costs, as the timing of cash payments is not reliably determinable. The Company regularly evaluates the recorded liabilities when additional information becomes available or regulatory changes occur to ascertain whether the accrued amounts are adequate. The Company does not recognize recoverable amounts from other responsible parties or insurance carriers until receipt is deemed probable. No environmental liabilities were accrued at December 31, 2021.

Impairment of long-lived assets

The Company's policy is to review estimated undiscounted future cash flows and other measures of asset value for its operations when events or changes in circumstances indicate the carrying value of an asset may not be fully recoverable.

During the year ended December 31, 2021, there were no events or changes in circumstances that indicated the carrying value of an asset was not fully recoverable.

Income taxes

Effective October 1, 1998, the Parent elected to become an S corporation with the Company electing to be treated as a Qualified Subchapter S corporation subsidiary. Under S corporation rules, the Parent's taxable income and losses are passed through to the ESOP, the Parent's sole shareholder, which is exempt from income tax, and the Company is treated as a division of the Parent having no separate income tax obligations. The Parent has not allocated the income tax expense to the Company.

The Company recognizes income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that has a greater than 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs. The Company's accounting policy for evaluating uncertain tax positions is to accrue estimated benefits or obligations relating to those positions.

The Company records interest related to unrecognized tax benefits as interest expense and penalties as an administrative expense. For the year ended December 31, 2021, there was no interest or penalties recorded because the Company has no uncertain tax positions that meet the more likely than not threshold.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (continued)

Cash concentration account

The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account, so that at the end of any particular day, as well as at year-end, the Company's bank account has a zero balance, with related amounts debited or credited to the underlying intercompany account.

Allocations

The Company includes allocated charges from the Parent and affiliates in operating expenses. The charges are allocated by applying activity appropriate factors to direct and indirect costs of the Parent and affiliates or based upon established fees.

Use of estimates

Management of the Company has made a number of estimates and assumptions relating to the reporting of assets and liabilities and the disclosure of contingent assets and liabilities to prepare these financial statements in conformity with accounting principles generally accepted in the United States of America. The more significant estimates requiring the judgment of management include the valuation of the allowance for doubtful accounts and accrued franchise fees. Actual results could differ from those estimates.

Stockholder's investment, net

The Company has 1,000 shares of common stock authorized and 322 shares issued and outstanding with no par value as of December 31, 2021. Stockholder's investment, net is comprised of the legal capital plus cumulative contributions net of distributions.

Fair value of financial instruments

The carrying amounts reported in the balance sheets of the assets and liabilities, which are considered to be financial instruments (such as receivables, accounts payable, and accrued liabilities), approximate their fair value based upon current market indicators.

Concentration of credit risk

Cash and accounts receivable are financial instruments that potentially expose the Company to credit risk. The Company's bank account is linked to the Parent's concentration account. Cash balances (or deficits) at the end of each day are automatically transferred to (or from) the concentration account. Management believes that the Company is not exposed to a significant concentration risk on cash. As of December 31, 2021, three jurisdictions accounted for approximately 73% of accounts receivable.

Leases

In February 2016, the FASB issued ASU 2016-02, Leases (Topic 842). ASU 2016-02 requires lessees to recognize a right of use asset and a lease liability for virtually all leases (other than leases that meet the definition of a short-term lease). The liability will be equal to the present value of lease payments.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

1. ORGANIZATION AND ACCOUNTING POLICIES (continued)

Leases (continued)

The asset will be based on the liability, subject to adjustment, such as for initial direct costs. For income statement purposes, the FASB retained a dual model, requiring leases to be classified as either operating or finance. Operating leases will result in straight line expense (similar to current operating leases) while finance leases will result in a front-loaded expense pattern (similar to current capital leases). Classification will be based on criteria that are largely similar to those applied in current lease accounting, but without explicit bright lines. The new standard is effective for private companies for fiscal years, and interim periods within those fiscal years, beginning after December 15, 2021, with early adoption permitted. The Company adopted the new standard as of October 1, 2021, using a modified retrospective transition and has considered certain permitted practical expedients. The Company has assessed the potential impact of implementing this new accounting standard on its combined financial statements. Recology Western Oregon – North Coast Collection Inc. did not record a right of use asset.

2. OPERATIONS

The Company collects refuse and recyclables in Northwest Oregon and along the Northern Oregon coast. The Company's refuse collection rates are set by these municipalities. The rate setting process may result in the disallowance of certain costs and/or delays in cost recovery, as well as differences in the timing of when revenues and expenses are recognized.

During the year ended December 31, 2021, the Company disposed of yard debris and other recyclables collected by its operations at both a transfer station owned and operated by an affiliate and an independent third party. All refuse was disposed at an affiliate and an independent third party.

3. COMMITMENTS AND CONTINGENCIES

Substantially all of the assets of the Company are pledged to secure the obligations of the Parent. The Company, along with the Parent and the Parent's wholly owned subsidiaries, has guaranteed the repayment, on a joint and several bases, of any and all obligations under the Parent's Revolving Credit Agreement. The Company could be required to honor the guarantee upon an uncured default event, as defined in the Parent's Revolving Credit Agreement. The Parent's Revolving Credit Agreement expires in December 2026. At September 30, 2021, there was an outstanding balance of \$262.0 million on the Parent's Revolving Credit Agreement and there were standby letters of credit issued totaling \$111.2 million. The Parent has represented to the Company that it is in compliance with all covenants of the Revolving Credit Agreement.

The Parent and its subsidiaries, including the Company, are subject to various laws and regulations relating to the protection of the environment. It is not possible to quantify with certainty the potential impact of actions regarding environmental matters, particularly any future remediation, and other compliance efforts. The Parent has environmental impairment liability insurance, which covers the sudden or gradual onset of environmental damage to third parties, on all owned and operated facilities. In the opinion of management, compliance with present environmental protection laws will not have a material adverse effect on the results of operations of the Company provided costs are substantially covered in the Company's rates on a timely basis.



**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

3. COMMITMENTS AND CONTINGENCIES (continued)

The Company and the Parent are involved in various legal actions arising in the normal course of business. It is the Company's opinion that these matters are adequately provided for or that the resolution of such matters will not have a material adverse impact on the financial position or results of operations of the Company or the Parent.

4. LEASE EQUIPMENT AND PROPERTY OBLIGATIONS

The Company has cancelable agreements with an affiliate whereby it pays for use of certain operating equipment. Future payments for continued use of the equipment and property, by year-end and in aggregate, as of December 31, 2021, are as follows:

Year ending December 31:	<u>Property</u>	<u>Vehicles and Equipment</u>	<u>Total</u>
2022	\$109,035	\$ 753,854	\$ 862,889
2023	112,331	664,852	777,183
2024	70,747	567,271	638,018
2025	65,447	397,848	463,295
2026	69,374	199,183	268,557
Thereafter	<u>414,529</u>	<u>126,472</u>	<u>541,001</u>
Total payments	<u>\$841,463</u>	<u>\$ 2,709,480</u>	<u>\$3,550,943</u>

Rental expense for the year ended December 31, 2021, was \$897,193 including amounts under short-term rental agreements with third parties and affiliates.

Under the terms of the equipment lease agreement with an affiliate, and in accordance with existing rate policies, the Company may continue to use certain equipment under operating leases without a related payment once the affiliate's equipment cost and related interest have been funded through operating lease payments.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

5. TRANSACTIONS WITH RELATED PARTIES

During the year ended December 31, 2021, operating and other expenses of the Company included allocated charges from the Parent and affiliates. Such charges are based upon the direct and indirect costs of the Parent and affiliates, or established fees, and allocated based on specific activities. The allocated charges are as follows:

Parent:

Health insurance	\$ 421,486
Worker's Compensation	75,744
401(k) employer portion	49,555
General and vehicle insurance	<u>146,833</u>
	<u>693,618</u>

Affiliates:

Collection revenue	(183,948)
Rental of equipment	789,831
Disposal costs	2,803,849
Processing fees	534,174
General administration allocation	1,171,574
Truck and garage expenses	854,434
Regional management and accounting fees	<u>432,150</u>
	<u>6,402,064</u>
Total	<u>\$7,095,682</u>

During the year ended December 31, 2021, amounts due from or payable to Parent and affiliates were accumulated by the Company and as of the Parent's fiscal year-end, September 30, 2021, the net amount was settled by way of capital contributions or distributions. Changes in amounts due from or payable to Parent or affiliates are presented as a financing activity in the statement of cash flows, except as related to expenditures attributable to property and equipment. For the three months from October 1, 2021, to December 31, 2021, the net amount was not settled by way of capital contributions or distributions, net amounts due from parents totaled \$577,091 as of December 31, 2021.

6. EMPLOYEE STOCK OWNERSHIP PLAN

In 1986, the Parent established an employee stock ownership plan and trust, which purchased all of the Parent's outstanding stock. The ESOP is a noncontributory plan that covers substantially all of the employees of the Company and other Recology subsidiaries. Employees, except under certain conditions, become fully vested after a requirement of three years of service. No vesting occurs until the full-service requirement is satisfied.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**  
(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

6. EMPLOYEE STOCK OWNERSHIP PLAN (continued)

The Parent's common stock is not traded on an established market. Presently, all shares are held by the ESOP. All distributions will be made from the ESOP in cash, which is received from Recology, or shares, subject to immediate repurchase by Recology. A participant who is vested is entitled to begin receiving a distribution from his or her ESOP account at a future date following his or her termination of employment. Distributions may be made in a lump-sum, equal annual installments over a period generally not to exceed five years, or a combination of the foregoing, generally as determined by the ESOP Administrative Committee the "Committee". The Committee also generally determines the time and manner of distributions, subject to the following limitations: (i) in the event of a participant's retirement, disability, or death, distribution must begin prior to September 30th of the plan year following the plan year in which employment terminates; and (ii) if a participant's employment terminates for any other reason, distribution must begin prior to September 30th of the sixth plan year following the plan year in which employment terminates, although the Committee may further defer distributions that are not attributable to post-1986 shares until the participant reaches the age that he or she would be required to reach in order to qualify for retirement under the ESOP. Each participant who has attained age 55 and has participated in the ESOP for at least 10 years may elect to receive cash distributions for in-service withdrawals attributable to post-1986 shares allocated to his or her account. An eligible participant is entitled to elect payment attributable to as much as 25% of his or her eligible shares during the first five years of election and up to 50% of eligible shares in the sixth year. The cash distributions are based upon the appraised value of Recology stock and other assets, if any, as of the most recent valuation of the participant's account.

The Parent makes contributions to the ESOP to make benefit payments to eligible participants under the Plan.

7. RISKS AND UNCERTAINTIES

In March 2020, the World Health Organization declared the outbreak of a new strain of coronavirus "COVID-19" a pandemic. The COVID-19 pandemic has negatively impacted the global economy, disrupted global supply chains, and created significant volatility and disruption of financial markets. Both national and local government agencies have implemented steps with the intent to slow the spread of the virus, including shelter-in-place orders and the mandatory shutdown of certain businesses. During this time, the Company continued to provide essential services to customers. In mid-March 2020, certain customers began adjusting their service levels, which included a decrease in the frequency of pickups or a temporary pause in service. As service levels decreased, the Company also experienced a decrease in certain costs of operations which are variable in nature. This decline in service activity gradually improved thereafter as local economies began to gradually reopen and customers began to resume service. The full extent of the impact of the COVID-19 pandemic on the Company's operations and financial performance will depend on future developments, including the duration and spread of the pandemic, all of which are uncertain and cannot be predicted at this time.

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**

(A Wholly Owned Subsidiary of Recology Inc.)

Notes to Financial Statements

December 31, 2021

8. SUBSEQUENT EVENTS

The Company has evaluated its subsequent events through March 25, 2022, which is the date the financial statements were available for issuance. As a result of the evaluation, we are not aware of any subsequent events that should have a material impact on the financial statements.

SUPPLEMENTARY INFORMATION

**RECOLOGY WESTERN OREGON - NORTH COAST COLLECTION INC.**

(A Wholly Owned Subsidiary of Recology Inc.)

Schedule of Expenses

For the year ended December 31, 2021

Operational expenses	
Depreciation	\$ 110
Fuel	414,542
Insurance	146,833
Supplies	77,835
Freight	6,660
Operational lease expense	897,193
Recycling processing costs	534,174
Repair and maintenance	1,314,222
Taxes and licenses	216,438
Other operational expenses	18,853
Total operational expenses	<u>\$ 3,626,860</u>
General and administrative expenses	
General administrative allocation	\$ 1,171,574
Regional management and accounting fees	432,150
Advertising and promotion	8,945
Bad debt	62,959
Contributions	3,278
Billing services	50,866
Dues and subscriptions	10,448
Education and training	598
Bank service charges	41,989
Meals	4,422
Office supplies	10,532
Postage	10,399
Professional services	19,701
Telephone	51,623
Travel	4,945
Other administrative expenses	9,668
Total general and administrative expenses	<u>\$ 1,894,097</u>

See accompanying notes to financial statements and independent accountant's review report.

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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<b>COLLECTION SERVICES - BILLED TO CITY</b>		<b>MONTHLY RATES</b>			
90REC	90G COMMINGLED RECYCLING -CURB	\$ 7.80	8.50%	\$ 0.66	\$ 8.46
90RES	90G COMMINGLE-SIDE*	\$ 7.80	8.50%	\$ 0.66	\$ 8.46
1CBE	CARDBOARD CONTAINER - ALL SIZES	\$ 38.22	8.50%	\$ 3.25	\$ 41.47
2GEW	2YD WASTE WATER EOW	\$ 193.25	8.50%	\$ 16.43	\$ 209.68

\*sideyard only available with City approval for customers with medical needs.

**BULKY ITEM COLLECTION (SVC CHARGE + CHARGE PER ITEM)**

RATES LISTED ARE FOR COLLECTION AT CURB. ADDITIONAL CHARGES MAY APPLY FOR RETRIEVAL **RATE PER EACH**

APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
FURN	FURNITURE CHARGE	\$ 17.22	0.00%	\$ -	\$ 17.22
IRSC	IN ROUTE SERVICE CHARGE	\$ 33.52	8.50%	\$ 2.85	\$ 36.37
SC	SERVICE CHARGE	\$ 134.11	8.50%	\$ 11.40	\$ 145.51

**RELATED FEES**

**RATE PER EACH**

CORDF	CONTAINER RE-DELIVERY FEE	\$ 134.11	8.50%	\$ 11.40	\$ 145.51
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Note: Re-Delivery fees apply for resume service after suspend.

**RATE PER EACH**

CCF	CART CLEANING FEE	\$ 25.00	0.00%	\$ -	\$ 25.00
CRF	CART REPLACEMENT FEE	\$ 65.00	0.00%	\$ -	\$ 65.00

Note: Replacement fee is used for loss/damage beyond normal wear and tear.

**RATE PER EACH**

WLI	WIND LATCH INSTALLATION	No charge for Warrenton residents			
RF	REINSTATEMENT FEE	\$ 15.00	0.00%	\$ -	\$ 15.00
NSFCF	RETURNED CHECK FEE	\$ 25.00	0.00%	\$ -	\$ 25.00

**FRONT-LOAD CONTAINER SERVICE**

(City provides service for container sizes 3yds & under, unless City directs RWO to service)

**1 YARD CONTAINERS**

**MONTHLY RATES**

1GE	1YD TRASH EOW	\$ 102.32	8.50%	\$ 8.70	\$ 111.02
1XP	EXTRA PICK UP-1YD TRASH	\$ 37.64	8.50%	\$ 3.20	\$ 40.84

**1.5 YARD CONTAINERS**

**MONTHLY RATES**

1HXP	EXTRA PICK UP-1.5YD TRASH	\$ 48.44	8.50%	\$ 4.12	\$ 52.56
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**2 YARD CONTAINERS**

**MONTHLY RATES**

2GW	2YD TRASH	\$ 261.13	8.50%	\$ 22.20	\$ 283.33
2GE	2YD TRASH EOW	\$ 144.69	8.50%	\$ 12.30	\$ 156.99
2GM	2YD TRASH MONTHLY	\$ 82.02	8.50%	\$ 6.97	\$ 88.99
2OC	ON CALL-2YD TRASH	\$ 59.16	8.50%	\$ 5.03	\$ 64.19
2XP	EXTRA PICK UP-2YD TRASH	\$ 59.16	8.50%	\$ 5.03	\$ 64.19

**3 YARD CONTAINERS**

**MONTHLY RATES**

3GW	3YD TRASH	\$ 345.83	8.50%	\$ 29.40	\$ 375.23
3GE	3YD TRASH EOW	\$ 187.02	8.50%	\$ 15.90	\$ 202.92
3GM	3YD TRASH MONTHLY	\$ 101.56	8.50%	\$ 8.63	\$ 110.19
3OC	ON CALL-3YD TRASH	\$ 80.67	8.50%	\$ 6.86	\$ 87.53
3XP	EXTRA PICK UP-3YD TRASH	\$ 80.67	8.50%	\$ 6.86	\$ 87.53

**RECOLOGY WESTERN OREGON  
WAR CITY OF WARRENTON**

**SUMMARY RATE SHEET  
REVISED EFF. DATE: 7/1/2022**

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**4 YARD CONTAINERS**

**MONTHLY RATES**

4GW	4YD TRASH	\$ 423.44	8.50%	\$ 35.99	\$ 459.43
4GE	4YD TRASH EOW	\$ 225.82	8.50%	\$ 19.19	\$ 245.01
4GM	4YD TRASH MONTHLY	\$ 119.50	8.50%	\$ 10.16	\$ 129.66
4OC	ON CALL-4YD TRASH	\$ 100.40	8.50%	\$ 8.53	\$ 108.93
4XP	EXTRA PICK UP-4YD TRASH	\$ 100.40	8.50%	\$ 8.53	\$ 108.93

**5 YARD CONTAINERS**

**MONTHLY RATES**

5GW	5YD TRASH	\$ 508.12	8.50%	\$ 43.19	\$ 551.31
5GE	5YD TRASH EOW	\$ 268.17	8.50%	\$ 22.79	\$ 290.96
5GM	5YD TRASH MONTHLY	\$ 139.07	8.50%	\$ 11.82	\$ 150.89
5OC	ON CALL-5YD TRASH	\$ 121.90	8.50%	\$ 10.36	\$ 132.26
5XP	EXTRA PICK UP-5YD TRASH	\$ 121.90	8.50%	\$ 10.36	\$ 132.26

**6 YARD CONTAINERS**

**MONTHLY RATES**

6GW	6YD TRASH	\$ 592.84	8.50%	\$ 50.39	\$ 643.23
6GE	6YD TRASH EOW	\$ 310.52	8.50%	\$ 26.39	\$ 336.91
6GM	6YD TRASH MONTHLY	\$ 158.62	8.50%	\$ 13.48	\$ 172.10
6OC	ON CALL-6YD TRASH	\$ 143.44	8.50%	\$ 12.19	\$ 155.63
6XP	EXTRA PICK UP-6YD TRASH	\$ 143.44	8.50%	\$ 12.19	\$ 155.63

**8 YARD CONTAINERS**

**No new customers at this rate - safety issues**

8GW	8YD TRASH	\$ 691.63	8.50%	\$ 58.79	\$ 750.42
8GE	8YD TRASH EOW	\$ 359.93	8.50%	\$ 30.59	\$ 390.52
8GM	8YD TRASH MONTHLY	\$ 181.45	8.50%	\$ 15.42	\$ 196.87
8OC	ON CALL-8YD TRASH	\$ 168.53	8.50%	\$ 14.33	\$ 182.86
8XP	EXTRA PICK UP-8YD TRASH	\$ 168.53	8.50%	\$ 14.33	\$ 182.86

**CONTAINER MONTHLY RENT (CHARGED TO WILL-CALL CUSTOMERS, SAME FOR ALL SIZES)**

RNT1	1YD RENT - TRASH	\$ 20.00	0.00%	\$ -	\$ 20.00
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**FRONT-LOAD COMPACTOR RATE FACTORS** - For all compacted material, including pre-compacted waste.

Compactor Rating	<b>4 : 1</b>	<b>3 : 1</b>	<b>2 : 1</b>
Factor applied to container rate of same size	1.5	1.3	1.12

**MEDICAL WASTE COLLECTION SERVICES**

**RATE PER EACH**

M4HSC	4.7 QT SHARPS CONTAINER	\$ 20.93	0.00%	\$ -	\$ 20.93
M10SC	10 QT SHARPS CONTAINER	\$ 24.24	0.00%	\$ -	\$ 24.24
M23SC	23 QT SHARPS CONTAINER	\$ 46.82	0.00%	\$ -	\$ 46.82
9CDBC	9GAL CONFIDENTIAL DOCUMENT BOX	\$ 33.58	0.00%	\$ -	\$ 33.58
MLGPB	PATHOLOGY BOX	\$ 51.00	0.00%	\$ -	\$ 51.00
MW17G	MEDICAL WASTE 17 GAL	\$ 22.50	0.00%	\$ -	\$ 22.50
MW31G	MEDICAL WASTE 31 GAL	\$ 29.00	0.00%	\$ -	\$ 29.00
MW43G	MEDICAL WASTE 43 GAL	\$ 35.00	0.00%	\$ -	\$ 35.00
MOWPT	OVERWEIGHT MEDICAL TUB	\$ 20.00	0.00%	\$ -	\$ 20.00

Note: Additional fees may apply for overweight tubs. Improperly prepared materials cannot be collected



CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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**DEBRIS BOX SERVICES**

**SET HAUL FEES (BASED ON AVERAGE TRUCK TIMES)**

**RATE PER HAUL**

DEL	DELIVERY CHARGE	\$ 67.05	8.50%	\$ 5.70	\$ 72.75
10HD	RECYCLE HAULS TO TRAILS END	\$ 100.57	8.50%	\$ 8.55	\$ 109.12
10HG	10 YD TRASH BOX HAUL	\$ 134.10	8.50%	\$ 11.40	\$ 145.50
20HG	20 YD TRASH BOX HAUL	\$ 134.10	8.50%	\$ 11.40	\$ 145.50
30HG	30 YD TRASH BOX HAUL	\$ 134.10	8.50%	\$ 11.40	\$ 145.50
47HG	47 YD TRASH BOX HAUL	\$ 134.10	8.50%	\$ 11.40	\$ 145.50
40CG	COMPACTOR HAUL FEE (ALL SIZES)	\$ 160.11	8.50%	\$ 13.61	\$ 173.72

**DEBRIS BOX DISPOSAL FEES (\$\$/TON)**

**RATE PER TON**

DFDM	DISPOSAL FEE - DEMOLITION	\$ 106.96	11.22%	\$ 12.00	\$ 118.96
DFG	DISPOSAL FEE - GARBAGE	\$ 108.94	8.00%	\$ 8.72	\$ 117.66
DFYD	DISPOSAL FEE - YARD DEBRIS	NO CHARGE - BILLED TO CITY BY ATS			

Note: Recycling ton fees will be equal to or less than trash fees, based on current market pricing.

**RELATED FEES**

**RATE PER DAY**

RENTD	DAILY RENTAL FEE	\$ 13.39	8.50%	\$ 1.14	\$ 14.53
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Note: Daily Rent applies after 48 hours, excluding evenings and weekends.

**RATE PER MONTH**

RENTM	MONTHLY RENTAL FEE	\$ 133.57	8.50%	\$ 11.35	\$ 144.92
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Note: Monthly rent applies for customers who keep a box for a year or longer.

**RATE PER HOUR**

TIME	TRUCK TIME FEE	\$ 134.10	8.50%	\$ 11.40	\$ 145.50
1T1E	1 TRUCK - 1 EMPLOYEE	\$ 134.11	8.50%	\$ 11.40	\$ 145.51
1T2E	1 TRUCK - 2 EMPLOYEES	\$ 201.13	8.50%	\$ 17.10	\$ 218.23

Note: Hourly Truck Time is used for hauls to destinations outside our normal operating areas.

**BULKY ITEMS - DEBRIS BOX**

STANDARD FEES APPLY FOR THESE ITEMS IF DECLARED & SEPARATED ACCORDING TO INSTRUCTION  
ADDITIONAL FEES MAY APPLY FOR ITEMS FOUND IN LOADS.

**RATE PER EACH**

TOFFR	TIRE CHARGE NO RIM	\$ 4.59	0.00%	\$ -	\$ 4.59
TONR	TIRE CHARGE ON RIM	\$ 9.18	0.00%	\$ -	\$ 9.18
APPL	APPLIANCE	\$ 11.48	0.00%	\$ -	\$ 11.48
APF	REFRIGERATOR/FREEZER	\$ 51.66	0.00%	\$ -	\$ 51.66

Finance Charges (0.75% monthly, 9% annually) will be assessed on any past due amount (excluding amounts in dispute over billing or service issues).

Billing Terms: Commercial Accounts are billed on a monthly basis.



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Dawne Shaw, City Recorder  
DATE: May 24, 2022  
SUBJ: July 4<sup>th</sup> Parade & Car Show Event Application

### SUMMARY

The City has received an event application from Spruce Up Warrenton for the Annual 4<sup>th</sup> of July Parade and Car Show. The City Manager recommends covering the cost of park usage fees from the Business License Fund. Mike Moha, of Spruce Up Warrenton will be present to answer any questions you may have regarding this year's activities.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the 2022 Fourth of July Event and for the City to cover the fee for use of the Park out of the Business License Fund."*

### ALTERNATIVE

*"I move to approve the 2022 Fourth of July Event and waive the fee for use of the Park."*

### FISCAL IMPACT

N/A

Approved by City Manager:

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

# CITY OF WARRENTON EVENTS APPLICATION

Application Date: 5/9/22 Event Date(s): July 4th, 2022  
*The City requires 60-business days for processing applications and 30-calendar days for approval of ground site plans not submitted with the application.*

Reservation Fee (see attached schedule)  \$25.00  \$50.00  \$100.00

## EVENT INFORMATION

Host Organization:

Organization Name: Spruce Up Warrenton

Type of Organization:  In-City Personal/Non-Profit  Out of City Personal/Non-Profit  Commercial

Mailing Address: 225 Main Ave Warrenton, OR 97146  
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)

Cell Phone: Mike Moha 503-298-0470 Fax Number: -

Website Address: http:// \_\_\_\_\_

Event Organizer:

Name: Mike Moha Title: Volunteer

Mailing Address: 351 SW Kalmia Ave, Warrenton  
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: ~~503-298-0470~~ 503-298-0470 Cell Phone: 503-298-0470

Fax Number: \_\_\_\_\_ Email: \_\_\_\_\_

2<sup>nd</sup> Contact: Jeanne Smith Cell: 417-343-5589 Email: jeanne214@gmail.com

On-Site Contact:

*Contact information for the person who will be on-site and will be the primary contact on the day of the event.*

Name & Title: Mike Moha

Mailing Address: 351 SW Kalmia Ave, Warrenton  
(Street Address or P.O. Box) (City) (State) (Zip)

Primary Phone: 503-298-0470 Cell Phone: -

Fax Number: \_\_\_\_\_ Email: Moham@warrentonki2.org

Alt. On-Site Contact 1: Jeanne Smith Phone: 417-343-5589 Email: jeanne214@gmail.com

Alt. On-Site Contact 2: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

**\*\*Please attach to this application a list of any other managers and security staff who may be contacts in the event of an incident or emergency\*\***

Event Details:

Event Name / Title: 4th of July Parade and Car Show

START Date/Time: 7/4/22 9am END Date/Time: 4:30pm

- Facility\*:  Gazebo  Picnic Shelter  Concession Stand  Play Courts  
 Baseball Field #1  Baseball Field #2  Baseball Field #3  Baseball Field #4  
 Entire Q. Robinson Park\*  Carruthers Park\*  Ft. Stevens Parade Grounds\*  
 Seafarer's Park\*  Post Office Park  Statue Park  
 Skipanon River Park\*  Library Park\*  Triangle Park\*

*\*Excludes any playgrounds or playground equipment at any of the parks.*

Tansy Point Park  Other City Properties: \_\_\_\_\_

City Trails: \_\_\_\_\_

Community Center \*\* Reservation made through City Hall 503-861-2233

City Streets: See instructions under Temporary Street Closure section below.

- Type of Event:  5k or 10k Runs  Bike Races  Block Party  Celebration  
 Ceremony  Concert  Festival  Fundraiser  
 Farmers Market  Marathon  Parade  Procession  
 Planned Demonstration or March  Street Fair  Walkathons  
 Other: \_\_\_\_\_

Event Description (25-word Minimum):

Annual 4th of July Parade and Car Show

Is this an annual event?  Yes  No

Is there an admission/entry fee?  Yes  No

Details of Fee: \_\_\_\_\_

Anticipated Attendance: Thousands Choose One:  Adult  Juvenile  Both

Grounds Set-Up Plan: **A complete Grounds Set-Up Plan is required for all events. The plan must be attached to this application and include a map with locations for sanitation dumpsters/cans, concessions, stages, toilets, parking, traffic flow, etc. Any changes to the Grounds Set-Up Plan after it is submitted will require additional approvals.**

Sanitation Services Required:  Yes  No (If Yes, contact City Hall at 503-861-2233 for scheduling.)

Quantity of Dumpsters:  1  2  3

Dumpster Size:  1.5 c.y.  2 c.y.  3 c.y

Service Required:  Daily  Once  More: \_\_\_\_\_

Restrooms:  Yes  No Quantity of Portable Toilets: \_\_\_\_\_

Catering/Food Vendor Details:  Not Applicable

Event will include the following: (Mark all that apply)

- Alcoholic Beverages       Non-Profit Food Vendors       Pre-Packaged Food/Beverage Items
- Professional Catering       Pot Luck Items       Retail Food Vendors

- Event Organizer must obtain health permits from all food handlers.
- If alcoholic beverages will be served an OLCC permit is REQUIRED as well as a \$200 permit fee.
- If a professional caterer will be hired for the event, please provide below information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Health Insurance.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)

Primary Phone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

- Concession Facilities:  City  Portable      Quantity: \_\_\_\_\_

All concessionaires and caterers will need to provide their own fire extinguishers sufficient to meet minimum emergency standards for their concession/catering area and facilities.

Staging Details:  Not Applicable

Mark all of the following items that will be used at the event:

- Amplified Music       Bleachers       Dance Floors       Live Entertainment
- Loud Speakers       Microphone(s)       Stage(s)       Auxiliary/Stage Lights
- Other: \_\_\_\_\_

NOTE: If any of the above items will be used, indicate their location on your attached Grounds Set-Up Plan. Use of the above items may require the Event Organizer to meet ADA Regulations, Fire Code, and City Noise Ordinance regulations.

Temporary Street Closures:

*Working with ODOT to get permit*

Will you be requesting any street or sidewalk closures?  Yes  No \*May require City Commission Approval

Hsq, Street: Main street (Hwy 104) Start Date: 7/4/22 Time: 3:00 pm

SW Alder from 3rd to 4th End Date: 9:am - 4:30pm Time: 4:30pm

Type of Closure:  Street Closure  Sidewalk Closure

- If your event requires a multi-day closure you may be required to complete information for each day.
- Keep in mind that streets must be closed from intersection to intersection. No mid-block closures.
- It may be necessary to obtain a Professional Traffic Plan.
- The City of Warrenton may require that all affected residents/businesses both on and adjacent to the street closure be notified of the closure. The method of notification may be done by door hangers, personal contact, or other manner that is likely to get attention of building/business owner or tenant. The City may require proof of this notification in the form of a letter and date of mailing, a list of property owners notified, or similar methods. This assertion is made under potential penalty of ORS 162.085 "Unsworn Falsification." Applicant also acknowledges that any loss of income to an affected party not notified would be the responsibility of the applicant and not that of the City of Warrenton.

Do you have your own barricade equipment?  Yes  No

How will you meet barricade requirements?

- Host will rent barricade equipment, host will set-up & tear-down equipment.
- Host will rent barricade equipment, private company will set-up & tear-down.
- Host would like to use barricade equipment from the City of Warrenton.
  - Host will set-up & tear-down equipment.
  - Host would like City personnel to set-up and tear-down equipment.

***It may be possible to use City equipment. A representative from the City will let you know if you can use any City equipment and if there will be any additional cost.***

If renting barricades from a private company they must have a Warrenton Business License. Please provide:

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)  
 Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)  
 Primary Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Parking & Shuttle Services:  Not Applicable

**Parking Details:** *Please describe Public Parking arrangements (Indicate location on Grounds Plan)*

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Shuttle Service:** Will a shuttle service be provided to the event site?  Yes  No

**Shuttle Service Plan:** **(Describe the plan. Indicate pick-up, drop-off locations on Grounds Plan)**

\_\_\_\_\_  
 \_\_\_\_\_

If providing a private shuttle service, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)  
 Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)  
 Primary Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Security and/or Police:  Not Applicable

Event Organizer is requesting assistance from the Warrenton Police Department.

Event Organizer will provide a private security company.

If providing a private security company, please provide the following information and attach copies of the company's Warrenton Business License, Liability Insurance Certificate, and Oregon State License.

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)

Primary Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Fire Details:  Not Applicable

**All fire details below should be noted on the Grounds Set-Up Plan.**

- Event will require the use of electrical generators.
- Event will host the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects.

*NOTE: Any use of weapons that are loaded and discharged may be prohibited by City Ordinance or may require a police officer or security on site when used. The Police will notify you.*

- Event will include canopies/tents with over 200 feet of material but not more than 400 feet.
- Event will include canopies/tents with over 400 feet of material.
- Cooking equipment with excessive heat, spark and/or open flame will be used.

*If hosting the use of fireworks, explosive devices, pyrotechnics, mock gunfire and/or the use of weaponry for special effects, please provide the following information:*

Date of Demonstration: \_\_\_\_\_ Time: \_\_\_\_\_

Demo & Location Description *(Please indicate location of the show and/or launching on the Grounds Plan)*

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Medical Plan:

*All events are required to have a First Aid Station or First Aid Kit on-site. Please indicate the location on the Grounds Plan/Map. Please indicate which of the following applies:*

- If necessary, in the case of an emergency, the On-Site Contact will call 9-1-1.  
(This option is only available to events under 500 daily attendance.)
- Event Organizer will provide an ambulance company to be on site.
- Event Organizer will provide a medical doctor, registered nurse, and/or EMT Staff to be on site.

*If providing an ambulance company, please provide the following information and attach copies of their Warrenton Business License, Liability Insurance Certificate, and Oregon State License.*

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)

Primary Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

*If hiring a medical doctor, RN, and/or EMT Staff, please provide the following information and attach a copy of their identification credentials.*

Company Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_  
(Street Address or P.O. Box) (City) (State) (Zip)

Physical Address: \_\_\_\_\_  
(If Different from Mailing Address)

Primary Phone: \_\_\_\_\_ Alternate Number: \_\_\_\_\_

Evacuation Plan:

Please provide a detailed description of your emergency evacuation plan.

Miscellaneous:

**Animals:**

Will there be any kind of animals at this event (e.g. petting zoo, pony rides, etc.)?  Yes  No

(If so, please indicate the location of the animals on the Grounds Plan/Map.)

*NOTE: If animals will be present, food service canopies/tents must be at least fifty (50) feet away. It will also be required that Event Organizer provides portable hand-washing stations. All animal waste must be removed from the site and disposed of properly, not in any City garbage receptacles.*

**Balloons: BALLOON LAUNCHING PROHIBITED AT CITY-APPROVED EVENTS/FACILITIES**

*Due to the dangers posed by mylar balloons, latex balloons, balloon strings, valves, and etc. the City of Warrenton does not allow balloon launching of any form during City-Approved events or from City Facilities. Balloons are allowed for decoration ONLY and care should be taken to prevent any release.*

Insurance:  Not Applicable

*Proof of valid Liability Insurance Policy coverage required 14-days in advance of event to cover all dates for the duration of the event.*

Name of Insurance Provider: City Provided

Coverage Amount: \_\_\_\_\_

Insurance Agent: \_\_\_\_\_ Phone: \_\_\_\_\_

Deposit:  Not Applicable

- A refundable deposit of **\$250** shall be charged for group event reservations.
- ~~Remittance of the deposit at the time of the application will hold the site until the application is approved.~~
- The deposit may be held for up to 30-days following the event.
- The deposit is due before the event will be scheduled.
- Any expenses or damages incurred by the City for noncompliance will be withheld and are not refundable.
- For the purpose of this section, a group event is any event where 75 people or more are expected to attend or participate.
- Any request for waiver of the deposit can only be approved by the City Manager or the designee of the City Manager.

Indemnification:



1. In-City Personal or Non-Profit 2. Outside City Personal or Non-Profit 3. Commercial

	Time Allotment	In-City Personal & Non-Profit	Out of City Personal & Non-Profit	Commercial	Facility Address & Description
<b>Reservation Fee</b>	–	\$25.00	\$50.00	\$100.00	These fees are in addition to rental fees.
<b>Deposit</b>	–	\$250.00	\$250.00	\$750.00	
<b>Facility</b>					
Gazebo (by Comm. Cntr.)	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Picnic Shelter	4-hrs	\$25.00	\$40.00	\$50.00	1560 NW Warrenton Dr.
Concession Stand	4-hrs	\$30.00	\$50.00	\$75.00	300 SW Alder Ave.
Baseball Field 1	Per Day	\$50.00	\$60.00	\$90.00	300 SW Alder Ave.
Baseball Field 1	2-3 Days	\$75.00	\$90.00	\$100.00	300 SW Alder Ave.
Baseball Fields 1,2	Per Day	\$75.00	\$85.00	\$100.00	300 SW Alder Ave.
Baseball Fields 1,2	2-3 Days	\$100.00	\$115.00	\$130.00	300 SW Alder Ave.
Baseball Fields 2,3,4	Per Day	\$90.00	\$100.00	\$120.00	300 SW Alder Ave.
Baseball Fields 2,3,4	2-3 Days	\$175.00	\$200.00	\$250.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	Per Day	\$100.00	\$110.00	\$125.00	300 SW Alder Ave.
Baseball Fields 1,2,3,4	2-3 Days	\$200.00	\$250.00	\$275.00	300 SW Alder Ave.
All Fields Warrenton Kids*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Concession (Warr. Kids*)	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
All Fields Warrenton HS*	Scheduled	FREE*	FREE*	FREE*	300 SW Alder Ave.
Play Courts	4-hrs	\$25.00	\$45.00	\$75.00	300 SW Alder Ave.
Entire Quincy & Bessie Robinson Park Facility	Per Day	\$400.00	\$500.00	\$750.00	4-ballfields, restrooms, concession stand, gazebo, play court, parking.
Eben Carruthers Park Facility	Per Day	\$150.00	\$200.00	\$275.00	1560 NW Warrenton Dr; Picnic Shelter, restrooms, viewing platform, Dog Park NOT Included
Fort Stevens Parade Grounds	Per Day	\$100.00	\$150.00	\$200.00	Russell Place; 2 picnic tables, limited parking on site
Seafarer's Park	4-hrs	\$25.00	\$40.00	\$50.00	1 <sup>st</sup> Ave. Hammond Marina; 2 picnic tables
Seafarer's Park	Per Day	\$150.00	\$200.00	\$275.00	Same as above
Post Office Park	FREE	FREE	FREE	FREE	Memorial, electricity, flagpoles, limited parking
Statue Park	FREE	FREE	FREE	FREE	Picnic table, on street parking
Skipanon River Park	FREE	FREE	FREE	FREE	SE 3 <sup>rd</sup> St; picnic tables
Other City Properties	Per Day	\$150.00	\$200.00	\$250.00	Any other properties owned by City.


\*City has separate agreements with these entities.

Host Organization and/or Event Organizer(s) agree to defend, indemnify and hold harmless the City of Warrenton, and the City of Warrenton's employees, officers, managers, agents, council members, and volunteers harmless from any and all losses, damages, claims for damage, liability, lawsuits, judgment expense and cost(s) arising from any injury or death to any person or damage to any property including all reasonable costs for investigation and defense thereof (including, but not limited to, attorney fees, costs and expert fees) arising out of or attributed to the issuance of Applicant's Event Permit regardless of where the injury, death or damage may occur, unless such injury, death or damage is caused by the sole negligence or willful misconduct of the City.

Host Organization and/or Event Organizer agree to provide satisfactory evidence of, and shall thereafter maintain during the specified special event, such insurance policies and coverages in the types, limits, forms, and ratings required by the City Manager or City Attorney or their designee.

I certify that all of the information on this application is true and correct.

Host Organization and/or Event Organizer hereby requests waiver of insurance under the prohibitive cost exemption. Note: This waiver is offered only to very small event applicants and will be determined by the City Manager.

Mike Moha  
Print Name  
  
Signature

Volunteer  
Title  
7/4/22  
Date

**QUESTIONS?**

If you have questions about facilities you can call Nancy Claterbos on Public Works 503-861-0912.  
 If you have question about this form you can call Police Chief Mathew Workman 503-861-2235.

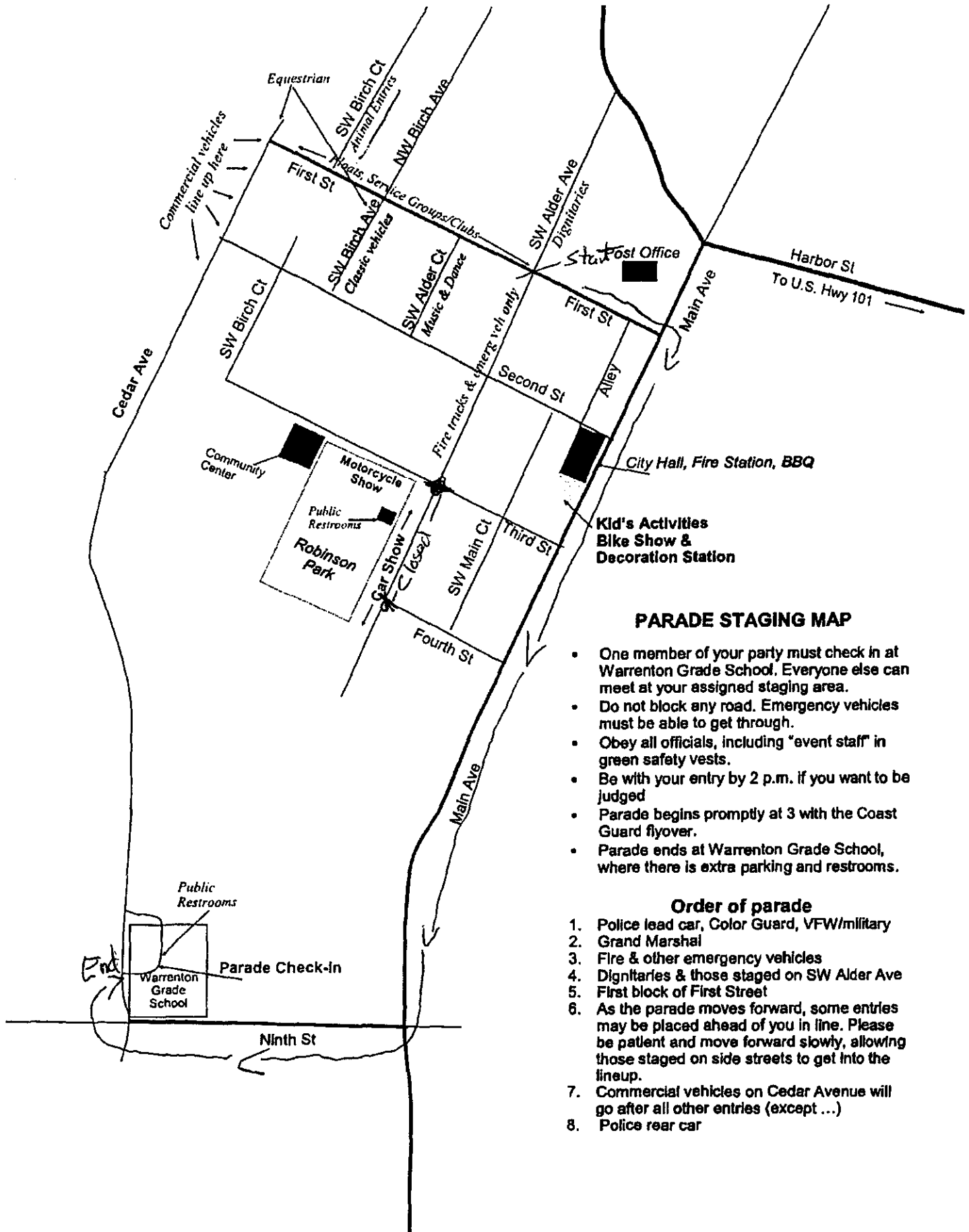
Department Approvals:

- Initial and write "Approve", "Not Approved", or "N/A" if this event does not affect your department.
- If you write "No Approved" you must attach a memo with your reasons and what the applicant needs to do to gain your approval.

Finance	Public Works	Fire	Police	Planning	Building	Marinas

Schedule of Fees:

The City of Warrenton has three classes of reservations fees for facilities use:



**PARADE STAGING MAP**

- One member of your party must check in at Warrenton Grade School. Everyone else can meet at your assigned staging area.
- Do not block any road. Emergency vehicles must be able to get through.
- Obey all officials, including "event staff" in green safety vests.
- Be with your entry by 2 p.m. if you want to be judged
- Parade begins promptly at 3 with the Coast Guard flyover.
- Parade ends at Warrenton Grade School, where there is extra parking and restrooms.

**Order of parade**

1. Police lead car, Color Guard, VFW/military
2. Grand Marshal
3. Fire & other emergency vehicles
4. Dignitaries & those staged on SW Alder Ave
5. First block of First Street
6. As the parade moves forward, some entries may be placed ahead of you in line. Please be patient and move forward slowly, allowing those staged on side streets to get into the lineup.
7. Commercial vehicles on Cedar Avenue will go after all other entries (except ...)
8. Police rear car

Parade Permit # \_\_\_\_\_

Parade Name: Warrenton 4<sup>th</sup> of July Parade

Permission to close State Highway 104 will be granted to the below applicant subject to the following conditions:

1. The temporary closure shall be between the hours of 3:00 AM/PM and 4:30 AM/PM on July 4<sup>th</sup>, 20 22 only.  
Month Day Year
2. The local Police Department shall be responsible for all necessary signing and traffic control.
3. All signing and traffic control shall be satisfactory to the ODOT District 1 Manager prior to closure and must follow MUTCD guidelines for traffic control and signage.
4. The applicant shall provide proof of Liability Insurance which meets the below requirements to ODOT District 1 Permits Department prior to an approved permit being issued.

Insurance Requirements:

- Minimum \$500,000.00 General Liability coverage
- State of Oregon (or Oregon Department of Transportation) must be listed as the certificate holder
- State of Oregon (or Oregon Department of Transportation) must be listed as additional insured

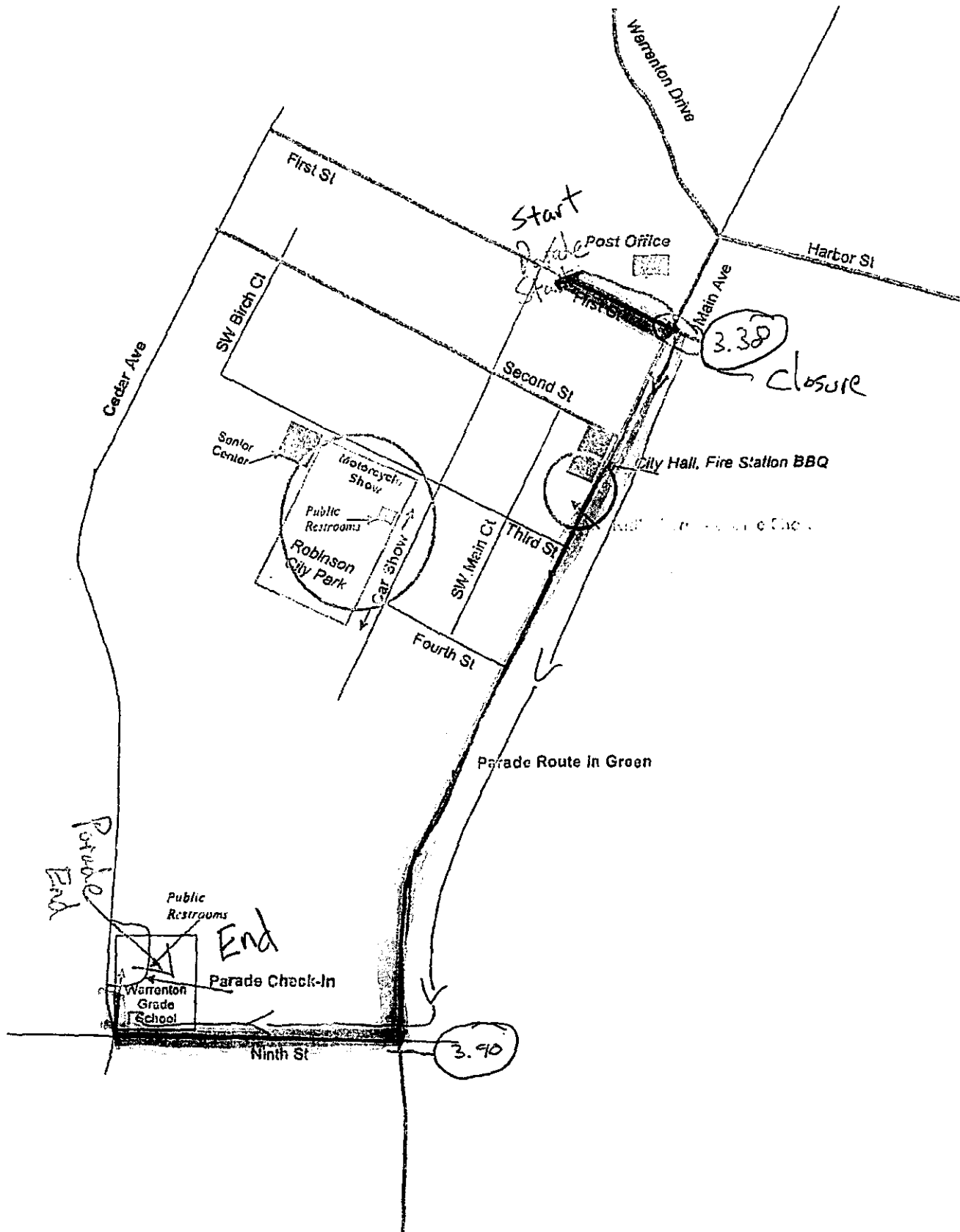
Please complete any/all highlighted areas and return the original documents to ODOT District 1 Permits at:

ODOT Highway Division  
Attn: D1 Permits  
350 W Marine Drive  
Astoria, OR 97103

Applicant Printed Name: Linda Engbretson Date: 5/17/22

Applicant Signature: Linda Engbretson Title: City Manager

Applicant Organization Name: City of Warrenton  
(If Applicable)





**APPLICATION AND PERMIT TO OCCUPY OR  
PERFORM OPERATIONS UPON A STATE HIGHWAY**

See Oregon Administrative Rule, Chapter 734, Division 55

PERMIT NUMBER

CLASS :      KEY#

<b>GENERAL LOCATION</b>				<b>PURPOSE OF APPLICATION (TO CONSTRUCT/OPERATE/MAINTAIN)</b>			
HIGHWAY NAME AND ROUTE NUMBER OR-104 / 104 / Fort Stevens				<input type="checkbox"/> POLE LINE	TYPE	MIN. VERT. CLEARANCE	
HIGHWAY NUMBER	COUNTY Clatsop			<input type="checkbox"/> BURIED CABLE	TYPE		
BETWEEN OR NEAR LANDMARKS E Harbor/N Main Ave and SW 9th St. on S Main Ave.				<input type="checkbox"/> PIPE LINE	TYPE		
HWY. REFERENCE MAP		DESIGNATED FREEWAY <input type="checkbox"/> YES <input type="checkbox"/> NO	IN U.S. FOREST <input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> NON-COMMERCIAL SIGN AS DESCRIBED BELOW			
APPLICANT NAME AND ADDRESS City of Warrenton PO Box 250 Warrenton, OE 97146				<input type="checkbox"/> MISCELLANEOUS OPERATIONS AND/OR FACILITIES AS DESCRIBED BELOW			
				<b>FOR ODOT USE ONLY</b>			
				BOND REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(2)	AMOUNT OF BOND	
				INSURANCE REQUIRED <input type="checkbox"/> YES <input type="checkbox"/> NO	REFERENCE: OAR 734-055-0035(1)	SPECIFIED COMP. DATE	

**DETAIL LOCATION OF FACILITY (For more space attach additional sheets)**

MILE POINT	MILE TO POINT	ENGINEERS STATION	ENGINEERS TO STATION	SIDE OF HWY OR ANGLE OF CROSSING	DISTANCE FROM		BURIED CABLE OR PIPE		SPAN LENGTH
					CENTER OF PVM	R/W LINE	DEPTH/VERT.	SIZE AND KIND	
3.34	3.90			whole highway closure					

**DESCRIPTION OF DESIRED USE**

Fourth of July Parade

**SPECIAL PROVISIONS (FOR ODOT USE ONLY)**

TRAFFIC CONTROL REQUIRED

YES [OAR 734-055-0025(6)]       NO

OPEN CUTTING OF PAVED OR SURFACED AREAS ALLOWED

YES [OAR 734-055-0100(2)]       NO [OAR 734-055-0100(1)]

◆ AT LEAST 48 HOURS BEFORE BEGINNING WORK, THE APPLICANT OR HIS CONTRACTOR SHALL NOTIFY THE DISTRICT REPRESENTATIVE \_\_\_\_\_ AT PHONE NO.: \_\_\_\_\_ OR EMAIL OR FAX THIS PAGE TO THE DISTRICT OFFICE AT: \_\_\_\_\_ SPECIFY TIME AND DATE WORK IS TO OCCUR.

◆ A COPY OF THIS PERMIT AND ALL ATTACHMENTS SHALL BE AVAILABLE AT THE WORK AREA DURING CONSTRUCTION.

◆ ATTENTION: Oregon Law requires you to follow rules adopted by the Oregon Utility Notification Center. Those rules are set forth in OAR 952-001-0001 through OAR 952-001-0090. You may obtain copies of the rules by calling the center at (503) 232-1987.

**CALL BEFORE YOU DIG 1-800-332-2344**

**COMMENTS (FOR ODOT USE ONLY)**

IF THE PROPOSED APPLICATION WILL AFFECT THE LOCAL GOVERNMENT, THE APPLICANT SHALL ACQUIRE THE LOCAL GOVERNMENT OFFICIAL'S SIGNATURE BEFORE ACQUIRING THE DISTRICT MANAGER'S SIGNATURE.

LOCAL GOVERNMENT OFFICIAL SIGNATURE 		TITLE Linda Engbretson, City Manager	DATE 06/07/2021
APPLICANT SIGNATURE 	APPLICATION DATE 06/07/2021	TITLE " "	TELEPHONE NO. 503-861-0912
DISTRICT MANAGER OR REPRESENTATIVE X			APPROVAL DATE

When this application is approved by the Department, the applicant is subject to, accepts and approves the terms and provisions contained and attached: and the terms of Oregon Administrative Rules, Chapter 734, Division 55, which is by this reference made a part of this permit.



WARRENT-01

W1CWOODS

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> AssuredPartners of Oregon 2000 Pacific Ave Forest Grove, OR 97116	<b>CONTACT NAME:</b> Crystal Woods <b>PHONE (A/C, No, Ext):</b> (503) 906-8922 <b>FAX (A/C, No):</b> (503) 716-1022 <b>E-MAIL ADDRESS:</b> crystal.woods@assuredpartners.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
<b>INSURED</b>  City of Warrenton 225 S. Main St./PO Box 250 Warrenton, OR 97148	<b>INSURER A:</b> City County Insurance Services
	<b>INSURER B:</b> SAIF Corporation
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJE CT <input type="checkbox"/> LOC OTHER:		21GLWARR	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 10,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 30,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		21GLWARR	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 10,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	743183	7/1/2021	7/1/2022	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Property - Commercial		21GLWARR	7/1/2021	7/1/2022	Blanket \$ 54,760,336

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
State of Oregon, Oregon Department of Transportation is additional member if required in a written contract, agreement, permit or schedule

<b>CERTIFICATE HOLDER</b>  State of Oregon Oregon Dept of Transportation 350 W Marine Drive Astoria, OR 97103	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Crystal Woods</i>
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# Warrenton Fire Department

P.O. Box 250 Warrenton, OR 97146-0250 ( 5 0 3 ) 861-2494 Fax503/861-2351  
225 S. Main Warrenton, Or 97146-0250

## MEMORANDUM

**To:** Dawne Shaw, City Recorder  
Mike Moha, Spruce up Warrenton  
**Date:** May 19, 2022  
**From:** Brian Alsbury, Fire Chief  
**Re:** 4<sup>th</sup> of July Parade Restroom use.

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In Years past the Warrenton Fire Department has permitted the use of the departments bathrooms for those attending the 4<sup>th</sup> of July festivities. Due to increased security and attendance by the public, we can no longer accommodate attendee's bathroom needs.

Warrenton Fire is requesting that, Spruce Up Warrenton, provide 8 portable bathrooms on the day of the event. Please work with the fire department on a suitable location on the city hall campus. Please contact the Fire Chief at (Cell) 971-286-8003.





## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Collin Stelzig P.E., Public Works Director  
DATE: May 24, 2022  
SUBJ: Professional Services Contract for ERP, RRA, and O&M

### SUMMARY

The City is required by the State of Oregon and the Federal government to complete an Operations and Maintenance Manual and Emergency Response Plan for the Water Treatment Plant, as well as a Risk and Resilience Assessment for the entire water system.

Public Works recommends Murraysmith to complete services related to creating the City's Risk Resilience Assessment and updating the Emergency Response Plan and Operations and Maintenance Manual for the Water Treatment Plant as detailed in their scope of work. Their proposal totaling a not to exceed price of \$89,096.00 and a City contract are attached.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the professional services contract with Murraysmith Inc. for creating and updating the City's Risk Resilience Assessment, the Water Treatment Plants Emergency Response Plan and Operations & Maintenance Plan."*

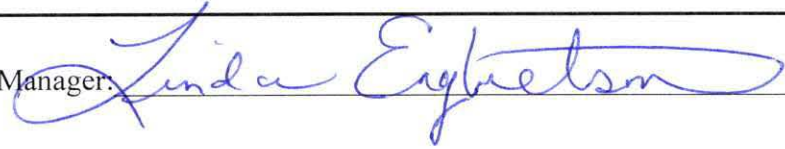
### ALTERNATIVE

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

FISCAL IMPACT

This project has been approved by the City Commission and is included in the City of Warrenton 2021-2022 Adopted Budget.

Approved by City Manager:

A handwritten signature in blue ink, reading "Linda Egbertson", is written over a horizontal line. The signature is fluid and cursive.

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

**CITY OF WARRENTON  
CONTRACT FOR PROFESSIONAL CONSULTING SERVICES**

CONTRACT:

This Contract, made and entered into this \_\_\_\_\_ day of May, 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and Murrsmith , hereinafter called "CONSULTANT", duly authorized to do business in Oregon.

W I T N E S S E T H

WHEREAS, the CITY requires services which CONSULTANT is capable of providing, under terms and conditions hereinafter described; and

WHEREAS, CONSULTANT is able and prepared to provide such services as CITY does hereinafter require, under those terms and conditions set forth; now, therefore,

IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. CONSULTANT SERVICES:

A. CONSULTANT shall provide consulting services for the City of Warrenton, as outlined in the attached Scope of Work (attachment A).

B. CONSULTANT's obligations are defined solely by this contract and its attachment and not by any other contract or agreement that may be associated with this project.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$89,096.00 for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing 025-430-380000 for all services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, **OR**, CONSULTANT may submit invoice via email to [ap@ci.warrenton.or.us](mailto:ap@ci.warrenton.or.us). City pays net 21 upon receipt of invoice.

C. CITY certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract.

3. CONSULTANT IDENTIFICATION

CONSULTANT shall furnish to the CITY the CONSULTANT's employer identification number, as designated by the Internal Revenue Service, or CONSULTANT's Social Security number, as CITY deems applicable.

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager, City of Warrenton, PO Box 250, Warrenton, Oregon, 97146.

5. CONSULTANT'S REPRESENTATIVE

For purposes hereof, the CONSULTANT's authorized representative will be \_\_\_\_\_.

6. CONSULTANT IS INDEPENDENT CONSULTANT

A. CONSULTANT shall be an independent CONSULTANT for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,

B. CONSULTANT acknowledges that for all purposes related to this contract, CONSULTANT is and shall be deemed to be an independent CONSULTANT and not an employee of the CITY, shall not be entitled to benefits of any kind to which an employee of the CITY is entitled and shall be solely responsible for all payments and taxes required by law; and furthermore in the event that CONSULTANT is found by a court of law or an administrative agency to be an employee of the CITY for any purpose, CITY shall be entitled to offset compensation due, or, to demand repayment of any amounts paid to CONSULTANT under the terms of the contract, to the full extent of any benefits or other remuneration CONSULTANT receives (from CITY or third party) as result of said finding and to the full extent of any payments that CITY is required to make (to CONSULTANT or a third party) as a result of said finding.

C. The undersigned CONSULTANT hereby represents that no employee of the City of Warrenton, or any partnership or corporation in which a City of Warrenton employee has an interest, has or will receive any remuneration of any description from the CONSULTANT, either directly or indirectly, in connection with the letting or performance of this contract, except as specifically declared in writing.

#### 7. CANCELLATION FOR CAUSE

CITY may cancel all or any part of this Contract if CONSULTANT breaches any of the terms herein or in the event of any of the following: Insolvency of CONSULTANT; voluntary or involuntary petition in bankruptcy by or against CONSULTANT; appointment of a receiver or trustee for CONSULTANT, or any assignment for benefit of creditors of CONSULTANT. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney's fees, and other costs of litigation at trial and upon appeal. CONSULTANT may likewise cancel all or any part of this contract if CITY breaches any of the terms herein and be therefore entitled to equivalent damages as expressed above for CITY.

#### 8. ACCESS TO RECORDS

CITY shall have access to such books, documents, papers and records of CONSULTANT as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

#### 9. FORCE MAJEURE

Neither CITY nor CONSULTANT shall be considered in default because of any delays in completion of responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the party so disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

#### 10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by CONSULTANT of any of the terms of this Contract or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon such terms or rights on any future occasion.

#### 11. ATTORNEY'S FEES

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

#### 12. APPLICABLE LAW

The law of the State of Oregon shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

#### 13. CONFLICT BETWEEN TERMS

It is further expressly agreed by and between the parties hereto that should there be any conflict between the

terms of this instrument and the proposal of the CONSULTANT, this instrument shall control and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

#### 14. INDEMNIFICATION

CONSULTANT agrees to indemnify and hold harmless the City of Warrenton, its Officers, and Employees against and from any and all loss, claims, actions, suits, reasonable defense costs, attorney fees and expenses for or on account of injury, bodily or otherwise to, or death of persons, damage to or destruction of property belonging to city, CONSULTANT, or others resulting from or arising out of CONSULTANT's negligent acts, errors or omissions in the supply of goods or performance of services pursuant to this Agreement. This agreement to indemnify applies whether such claims are meritorious or not; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and The City of Warrenton this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONSULTANT.

With regard to Professional Liability CONSULTANT agrees to indemnify and hold harmless CITY, its officers and employees from any and all liability, settlements, loss, reasonable defense costs, attorney's fees and expenses arising out of CONSULTANT's negligent acts, errors, or omissions in service provided pursuant to this Agreement; provided, however, that if any such liability, settlements, loss, defense costs or expenses result from the concurrent negligence of CONSULTANT and the City, this indemnification and agreement to assume defense costs applies only to the extent of negligence of CONSULTANT.

With respect to Professional Liability, CONSULTANT reserves the right to approve the choice of counsel.

#### 15. INSURANCE

Prior to starting work hereunder, CONSULTANT, at CONSULTANT's cost, shall secure and continue to carry during the term of this contract, with an insurance company acceptable to CITY, the following insurance:

A. Commercial General Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of this Contract, Commercial General Liability Insurance covering bodily injury and property damage with limits of not less than \$1,000,000 per occurrence and the annual aggregate of not less than \$2,000,000. Coverage shall include CONSULTANTS, sub consultants and anyone directly or indirectly employed by either. This insurance will include personal and advertising injury liability, products and completed operations. Coverage may be written in combination with Automobile Liability Insurance (with separate limits). Coverage will be written on an occurrence basis. If written in conjunction with Automobile Liability the combined single limit per occurrence will not be less than \$1,000,000 for each job site or location. Each annual aggregate limit will not be less than \$2,000,000.

B. Professional Liability Insurance. The CONSULTANT shall have in force a policy of Professional Liability Insurance in an amount not less than \$1,000,000 per claim and \$2,000,000 aggregate. The CONSULTANT shall keep such policy in force and current during the term of this Agreement.

C. Automobile Liability. CONSULTANT shall obtain, at CONSULTANT's expense and keep in effect during the term of the resulting Contract, Commercial Business Automobile Liability Insurance covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

D. Additional Insured. The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to CONSULTANT's activities to be performed under this Contract. Coverage will be primary and non-contributory with any other insurance and self-insurance. Prior to starting work under this Contract, CONSULTANT shall furnish a certificate to City from each insurance company providing insurance showing that the City is an additional insured, the required coverage is in force, stating policy numbers, dates of expiration and limits of liability, and further stating that such coverage is

primary and not contributory.

E. Notice of Cancellation or Change. There will be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written notice from CONSULTANT or its insurer(s) to City. Any failure to comply with the reporting provisions of this clause will constitute a material breach of this Contract and will be grounds for immediate termination of this Agreement.

16. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES ORS 279B.220

CONSULTANT shall make payment promptly, as due, to all persons supplying CONSULTANT labor or material for the prosecution of the work provided for this contract.

CONSULTANT shall pay all contributions or amounts due the Industrial Accident Fund from CONSULTANT or any sub consultant incurred in the performance of the contract.

CONSULTANT shall not permit any lien or claim to be filed or prosecuted against the state, county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.

CONSULTANT shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.

17. WORKERS COMPENSATION INSURANCE

CONSULTANT, its sub-CONSULTANTS, if any, and all employees working under this agreement are either subject to employers under the Oregon Worker's Compensation Law and shall comply with ORS 656.017, which requires them to provide workers compensation coverage for all their subject workers, or are employers that are exempt under ORS 656.126.

18. PAYMENT OF MEDICAL CARE ORS 279B.230

CONSULTANT shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury to the employees of such CONSULTANT, of all sums which the CONSULTANT agrees to pay for such services and all moneys and sums which the CONSULTANT collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.

19. OVERTIME ORS 279B.235.

Employees shall be paid for overtime work performed under this contract in accordance with ORS 279B.235(3) unless excluded under ORS 653.010 to 653.261 (29 U.S.C. sections 201 to 209).

20. BUSINESS LICENSE

Prior to commencing work in the City of Warrenton, CONSULTANT shall obtain a city business license.

21. STANDARD OF CARE

The standard of care applicable to CONSULTANT's services will be the degree of skill and diligence normally employed by CONSULTANTS performing the same or similar services at the time CONSULTANT's services are performed. CONSULTANT will re-perform any services not meeting this standard without additional compensation.

22. NO THIRD PARTY BENEFICIARIES

This contract gives no rights or benefits to anyone other than the CITY and CONSULTANT and has no third party beneficiaries.

23. SEVERABILITY AND SURVIVAL

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability shall survive termination of this Agreement for any cause.

24. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONSULTANT and supersedes all prior written or oral discussions or agreements. CONSULTANT services are defined solely by this Contract and its attachments and not by any other contract or agreement that may be associated with this Contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first written above.

City of Warrenton, a Municipal Corporation

CONSULTANT:

BY: \_\_\_\_\_  
Henry A. Balensifer, Mayor                      Date

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_                      Date  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder                      Date

## **EXHIBIT A**

# **SCOPE OF WORK AWIA 2018 RISK AND RESILIENCE ASSESSMENT AND WTP O&M MANUAL CITY OF WARRENTON, OREGON**

## **Introduction**

The City of Warrenton (City) is pursuing the completion of a Risk and Resilience Assessment (RRA) to meet the requirements of the America's Water Infrastructure Act of 2018 (AWIA). In addition, the City wishes to prepare an operations and maintenance (O&M) manual for their water treatment plant (WTP).

## **Project Understanding and Assumptions**

The AWIA provides guidelines to assess the risks to and resilience of drinking water systems. The AWIA mandated that public water systems serving as many people as the City would need to submit to the EPA, prior to June 30, 2021, that its RRA had been completed. Within six months of submitting its RRA certification letter, or at the latest prior to December 31, 2021, the City would be required to certify that it has updated its Emergency Response Plan (ERP). The City has begun working on its RRA and ERP and been in communication with the State of Oregon. As the original AWIA deadlines has passed, it is assumed in this Scope of Work that the RRA will be completed and certified to the EPA by July 2022. Subsequently the ERP will be updated by October 2022.

The RRA and ERP will be written as a live document to be updated as needed and reviewed and revised at least every five (5) years per AWIA requirements. The RRA and ERP will be written as a resource for the City to use in planning for emergencies and creating and maintaining a reliable, high-quality water supply to its customers.

Additionally, the City's WTP O&M manual will be prepared and submitted to the Oregon Health Authority.

To address the AWIA requirements and O&M manual needs, Murraysmith has developed the following scope of services.

## **Scope of Services**

Murraysmith will perform the following services.



## Task 1 – Project Management

### Subtasks

#### 1.1 General Project Management

This task provides management of the project team, schedule, and budget, and includes monthly invoicing, budget and schedule review, updates, and general administrative tasks.

Coordination will be through the City's Project Manager during the project. Coordination with the City Project Manager via phone conversations and e-mail will include the communication of project status, work activities, and issues requiring City input.

The project will be managed to maintain its scope, schedule, and budget. At a minimum, updates on project schedule and budget will be provided as part of the monthly invoicing process. Murraysmith assumes the City will provide clear, concise, and timely input and review of the work products when delivered.

#### 1.2 RRA-ERP Kick-Off Meeting and Workshop

The Kick-Off meeting will be held virtually and will review project goals and discuss the project initial tasks. It is assumed that this meeting will be attended by two (2) Murraysmith staff members as well as all City staff who will be involved in this project.

This meeting will be held at the start of the project and will give all parties a chance to meet, clarify the project goals, and discuss the initial tasks.

This meeting will also address the City's Utility Resilience Index (URI). The two (2) types of resilience under discussion will be: 1) threat-asset pair resilience and 2) the City's URI. Threat-asset pair resilience assesses the resilience of a single threat-asset pair, while the City's URI assesses overall utility resilience by evaluating operational and financial indicators that influence resilience.

### Deliverables

- Monthly invoicing and activity reports in PDF format.
- Meeting notes within five (5) days of meeting, in PDF format.

### Assumptions

- Notice to Proceed in April 2022.
- Three (3) Murraysmith staff members will attend the Kick-off Meeting, which will last two (2) hours or less.

### City Responsibilities

- Timely review and processing of invoices.

- Provide timely, consolidated review and comments on deliverables.
- Payment of invoices shall be paid within 30 days of receipt of invoice for undisputed amounts.

## Task 2 – Data Collection and Threat-Asset Pair Development

### *Subtasks*

#### *2.1 Data Collection*

Murraysmith will review information provided by the City for the kick-off meeting and develop a formal data request for any additional information required for completion of the Risk and Resilience Work. To minimize the required City staff time, Murraysmith will limit the number of data requests.

The City will be responsible for collecting and delivering any additional information requested. It is anticipated that additional data requests will be made throughout the project, but most of the required data will be requested at the beginning of the work.

#### *2.2 Threat-Asset Pair Development*

As part of this subtask, Murraysmith will develop a list of the City’s water system’s critical assets. These critical assets include physical and cyber security elements and human/living elements that, if compromised, would disrupt the ability to provide service or have detrimental economic impacts.

Murraysmith will review the potential threat types that each critical asset may face. The AWWA J100 standard uses an all-hazard approach, considering threat type categories of malevolent threats, natural hazards, and dependency and proximity threats. The AWWA J100 provides a reference list of specific threats that can be used as a starting point for each threat type, and the City can add additional foreseeable threats to the analysis. Murraysmith will prioritize threats in the development of the threat-asset pair matrix.

Once the threat-asset pairs and the consequence criteria have been developed, Murraysmith will provide the City a threat-asset matrix that rates each threat-asset pair by its consequence score. It is assumed that, of the hundreds of threat-asset pairs identified in the City’s system, up to 20 threat-asset pairs will be prioritized and evaluated in the RRA.

#### *2.3 Threat-Asset Pair Workshop*

After the development of the water system’s critical assets and associated threat-asset pairs, Murraysmith and the City will conduct a workshop to review threat-asset pairs and discuss the next steps. The threat-asset matrix, as well as the City’s knowledge of its system and its risks, will be discussed and will confirm which threat-asset pairs will be prioritized and receive further analysis.

The workshop will include a discussion of physical and cyber security. Discussion points will include 1) an introduction to the Cybersecurity Guidance Tool and Use Case Analysis, and 2) conformance with the AWWA G430 Security Management Standard.

Critical asset analysis and characterization will include a baseline assessment of the City's Cybersecurity protocols. The Cybersecurity Guidance Tool will be used to conduct Gap Analysis and determine a baseline risk Cybersecurity threat-asset pairs.

### *Deliverables*

- Request for Information in PDF Format.
- Threat-Asset Pair Matrix
- Workshop Meeting Agenda and Notes in PDF Format.

### *Assumptions*

- Threat-Asset Pair Workshop will be held virtually, will be no more than two(2) hours and will be attended by three (3) Murraysmith staff.

### *City Responsibilities*

- Provide requested documentation and data in a timely manner.
- Attend Threat-Asset Pair Workshop.
- Include the City's Network administrator and system integrator, if applicable, in the Threat-Asset Pairs Workshop.
- Following the Kickoff Workshop and as part of the data request, the City will provide a Network Block Diagram, if available, for use in the Cybersecurity Use Tool.

## **Task 3 – Conduct and Develop Risk and Resilience Analysis**

This task includes completion and submittal of the letter for certification of the RRA required under AWIA. Murraysmith will use the US EPA's Vulnerability Self-Assessment Tool Web 2.0 (VSAT). This tool provides an interactive database designed to assist water systems complete the AWIA RRA and certification process.

### *Subtasks*

#### *3.1 Risk and Resilience Analyses*

During this subtask, Murraysmith will calculate values for the consequence, vulnerability, and threat for each threat-asset pair. Murraysmith will then use these values to calculate the risk for each threat-asset pair. To help with these calculations, Murraysmith will use VSAT.

The consequence analysis will calculate the cost of the consequence in dollars. This analysis will look at various consequences of the threat-asset pairs, including number of fatalities and serious

injuries, financial loss to the City, and economic losses to the community. Costs of consequences will be developed using the EPA's Water Health and Economic Analysis Tool (WHEAT).

The vulnerability analysis will calculate the likelihood that a malevolent event occurs, or a given natural, dependency, or proximity threat causes the estimated consequences. This step will determine the ability of each critical asset to withstand each specified threat. The analysis involves examining existing security capabilities and structural components, as well as countermeasures, mitigation measures, and their effectiveness in reducing damages from threats.

The threat likelihood analysis estimates the likelihood of the specific threat occurring in each threat category for the threat-asset pairs. Murraysmith will use AWWA standard J100 to estimate the likelihood of each threat. AWWA J100 quantifies the threat likelihood for most threats based on historical records, federal agency records, and professional judgment.

### *3.2 Risk and Resilience Workshop*

After the risk and resilience analyses have been completed, Murraysmith and the City will meet to discuss the findings prior to finalizing the RRA.

### *3.3 Develop Risk and Resilience Assessment and Certification*

Murraysmith will use VSAT to generate a high-level summary of the risk and resilience analyses. Murraysmith will prepare a TM summarizing the risk analysis and resilience analysis development, which will include the VSAT summary as an appendix. The draft TM will be submitted to the City for review and comment prior to completion.

After the TM has been finalized, Murraysmith will help the City to complete the secure, online EPA-certification process, indicating the completion of the RRA per the requirements of the AWIA.

### *3.4 Evaluation of Capital and Operational Needs (Optional)*

While the AWIA recommends an evaluation of capital and operational needs, it is not a mandated requirement. Although it is not required per the base requirements of AWIA, Murraysmith also recommends evaluating the capital and operational needs for risk and resilience management for the system.

Upon engagement for this optional task, once baseline risks have been calculated for each threat-asset pair, a countermeasure analysis will be conducted that assigns existing and potential countermeasures for each threat-asset pair to determine an improvement risk, which is the risk after additional security and resilience countermeasures are implemented. Identified countermeasures add to the City's ability to withstand unwanted threat events while maintaining service, or, if that is impossible, to restore service promptly. Comparing the baseline to the improvement risks for each threat-asset pair will help the City determine whether potential countermeasures are cost-effective.

This evaluation will be included in the final TM and will include security and countermeasure recommendations, including AWWA G430 compliance findings.

### *Deliverables*

- AWWA Cybersecurity Use Tool Report.
- DRAFT and FINAL versions of the RRA.
- DRAFT and FINAL versions of the completion letter for the RRA.
- Risk and Resilience Analyses Workshop Meeting Agendas and Notes.

### *Assumptions*

- Murraysmith will analyze up to 20 critical threat-asset pairs.
- Murraysmith will use the list of threats provided by AWWA Standard J100.
- Murraysmith will use VSAT to help perform the Consequence, Vulnerability, and Threat Likelihood calculations, and to help calculate the baseline risk for each threat-asset pair.
- Risk and Resilience Analyses Workshop will be held virtually, will be up to two (2) hours, and will be attended by three (3) Murraysmith staff.
- The RRA will go through one (1) review cycle. All changes requested by the City will be incorporated into the Final RRA.
- DRAFT RRA will be presented to the City in PDF and Microsoft Word.
- The City will certify with the EPA that the RRA is complete.

### *City Responsibilities*

- Attend workshops.
- Review and provide feedback on all task deliverables in a timely manner.
- Participation in a Use Case Analysis.
- Submit the letter to the EPA certifying that the RRA is complete.

## **Task 4 – Develop Emergency Response Plan**

Following the completion of the RRA, Murraysmith will work with the City to develop its ERP. The basis of the ERP will be based on meeting the new AWIA standards and will use aspects of the AWIA requirements for ERP that are already covered in the City's existing documents.

Per AWIA standards, the ERP will include the following.

1. Strategies and resources to improve the resilience of the system, including the physical security and cyber security of the system.
2. Plans and procedures that can be implemented in the event of a malevolent act or natural hazard that threatens the delivery of safe drinking water.

3. Actions and procedures which can mitigate a malevolent act or natural hazard to the safety and supply of drinking water.
4. Strategies to detect malevolent acts or natural hazards that threaten system's security or resilience.

The ERP will build on the RRA findings, in addition to existing documentation and procedures wherever possible.

## *Subtasks*

### *4.1 Emergency Response Plan Gap Analysis*

Murraysmith will look to use the City's existing ERP and identify gaps required to meet AWIA compliance that were not required to meet Oregon Administrative Rules (OAR), Chapter 333, Division 31. Murraysmith will provide the City a summary table of this gap analysis detailing the requirements of AWIA.

### *4.2 Emergency Response Plan Workshop*

Murraysmith and the City will meet to discuss the key components of the ERP, identifying sections and structure, in conjunction with relevant City documents. Murraysmith will use the feedback from this workshop to develop and complete the ERP.

### *4.3 Develop Emergency Response Plan*

Murraysmith will use the information collected in prior subtasks and in the workshop to develop the updated ERP.

## *Deliverables*

- ERP Gap Analysis Spreadsheet.
- DRAFT and FINAL versions of the ERP.
- DRAFT and FINAL versions of the completion letter for the ERP.
- ERP Workshop Meeting Agenda and Meeting Summary.

## *Assumptions*

- Workshop will be up to two (2) hours and will be attended by three (3) Murraysmith staff and will be held virtually.
- The updated ERP will go through one (1) review cycle. All changes requested by the City will be incorporated into the final ERP.
- The City will submit to the EPA the letter stating that the ERP is complete.

## City Responsibilities

- Attend workshop.
- Review and provide feedback on all task deliverables in a timely manner.
- The City will certify with the EPA that the ERP has been updated.

## Task 5 – WTP O&M Manual Development

The WTP O&M Manual will provide a guide for the operations, maintenance and troubleshooting of the treatment facility.

### Subtasks

#### 5.1 Data Collection and Site Visit

Murraysmith will review information provided by the City and develop a formal data request for any additional information required for completion of the WTP O&M manual. To minimize the required City staff time, Murraysmith will limit the number of data requests.

Murraysmith staff will make a one-day site visit to the WTP to observe treatment plant processes, obtain photographs of major equipment, and discuss operational and maintenance protocols with WTP operators.

#### 5.2 Draft O&M Manual Preparation

Murraysmith will prepare a draft O&M Manual which will include the following sections:

- water source and water quality
- design criteria
- treatment equipment
- building infrastructure
- operations plan
- controls and alarms
- a trouble shooting guide
- daily and monthly monitoring forms

The draft O&M Manual will be submitted to the City for review and comment.

#### 5.3 Final O&M Manual Preparation

Murraysmith will respond to City review comments of the draft O&M Manual and prepare a final O&M Manual.

### Deliverables

- DRAFT and FINAL versions of the WTP O&M Manual in PDF format.

### Assumptions

- Site visit to the WTP will be up to eight (8) hours and will be attended by two (2) Murraysmith staff.
- The DRAFT O&M Manual will go through one (1) review cycle. All changes requested by the City will be incorporated into the FINAL O&M Manual.

### City Responsibilities

- City will provide authorized access to the WTP and operations staff will be available to guide Murraysmith staff through WTP treatment and operations processes and respond to questions.
- Review and provide feedback on all task deliverables in a timely manner.

## Fee Estimate

The estimated budget for the proposed work program is \$79,996 without the optional Task 3.4. The estimated budget for the proposed work program including optional Task 3.4 is \$89,096. The proposed Fee Estimate Spreadsheets are attached as **Exhibits B1** and **B2**, respectively.

Payment will be made at the Billing rates for personnel working directly on the project, which will be made at the Consultant’s Hourly Rates, plus Direct Expenses incurred. Billing rates appear in **Exhibit C**. The City agrees to allow the Consultant and subconsultants to adjust rates on an annual basis in January of each year.

## Estimated Schedule

Murraysmith will begin work immediately upon receipt of authorization from the City and proceed according to the following Estimated Schedule. The Estimated Schedule is highly dependent upon the timing of the receipt of all data from the City.

Notice to Proceed .....	April 2022
Data Collection, Gap Analysis, TA Pair Development.....	April – May 2022
Develop RRA.....	May – July 2022
Submit Certification RRA Letter to EPA .....	No Later than July 31, 2022
Update ERP .....	August – October 2022
Submit Certification ERP Letter to EPA.....	No later than October 31, 2022
WTP O&M Manual Development .....	April – August 2022



EXHIBIT B1  
 AWIA RISK AND RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN AND WTP O&M MANUAL  
 CITY OF WARRENTON, OREGON  
 PROPOSED FEE ESTIMATE  
 DRAFT, 03/25/2022

	LABOR CLASSIFICATION (HOURS)						Hours	Labor	Expenses	Total
	Professional Engineer VII	Principal Engineer VI	Engineering Designer V	Engineering Designer II	Engineering Designer I	Administrative II				
	\$206	\$292	\$177	\$155	\$143	\$107				
<b>Task 1 - Project Management</b>										
Task 1.1 - General Project Management	12		8			10	30	\$ 4,958	\$ -	\$ 4,958
Task 1.2 - RRA-ERP Kick-Off Meeting and Workshop	2		4		8		14	\$ 2,264	\$ -	\$ 2,264
<b>Task 1 Subtotal</b>	<b>14</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>44</b>	<b>\$ 7,222</b>	<b>\$ -</b>	<b>\$ 7,222</b>
<b>Task 2 - Data Collection and Threat-Asset Pair Development</b>										
Task 2.1 - Data Collection			4		4		8	\$ 1,280	\$ -	\$ 1,280
Task 2.2 - Threat-Asset Pair Development			16		46		62	\$ 9,410	\$ -	\$ 9,410
Task 2.3 - Threat-Asset Pair Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
<b>Task 2 Subtotal</b>	<b>2</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>62</b>	<b>0</b>	<b>92</b>	<b>\$ 14,234</b>	<b>\$ -</b>	<b>\$ 14,234</b>
<b>Task 3 - Conduct and Develop Risk and Resilience Analysis</b>										
Task 3.1 - Risk and Resilience Analysis			24		48		72	\$ 11,112	\$ -	\$ 11,112
Task 3.2 - Risk and Resilience Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
Task 3.3 - Develop Risk and Resilience Assessment and Certification	2		12		24		38	\$ 5,968	\$ -	\$ 5,968
<b>Task 3 Subtotal</b>	<b>4</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>84</b>	<b>0</b>	<b>132</b>	<b>\$ 20,624</b>	<b>\$ -</b>	<b>\$ 20,624</b>
<b>Task 4 - Develop Emergency Response Plan</b>										
Task 4.1 - Emergency Response Plan Gap Analysis			8		12		20	\$ 3,132	\$ -	\$ 3,132
Task 4.2 - Emergency Response Plan Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
Task 4.3 - Develop Emergency Response Plan	2		24		72	8	106	\$ 15,812	\$ -	\$ 15,812
<b>Task 4 Subtotal</b>	<b>4</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>96</b>	<b>8</b>	<b>148</b>	<b>\$ 22,488</b>	<b>\$ -</b>	<b>\$ 22,488</b>
<b>Task 5 - WTP O&amp;M Manual Development</b>										
Task 5.1 - Data Collection and Site Visit		8		12			20	\$ 4,196	\$ 234	\$ 4,430
Task 5.2 - Draft O&M Manual Preparation	2	6		24		4	36	\$ 6,312	\$ -	\$ 6,312
Task 5.3 - Final O&M Manual Preparation	4	4		16		2	26	\$ 4,686	\$ -	\$ 4,686
<b>Task 5 Subtotal</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>6</b>	<b>82</b>	<b>\$ 15,194</b>	<b>\$ 234</b>	<b>\$ 15,428</b>
<b>TOTAL - ALL TASKS</b>	<b>30</b>	<b>18</b>	<b>124</b>	<b>52</b>	<b>250</b>	<b>24</b>	<b>498</b>	<b>\$ 79,762</b>	<b>\$ 234</b>	<b>\$ 79,996</b>

EXHIBIT B2  
 AWIA RISK AND RESILIENCE ASSESSMENT & EMERGENCY RESPONSE PLAN AND WTP O&M MANUAL w/ OPTIONAL TASK 3.4  
 CITY OF WARRENTON, OREGON  
 PROPOSED FEE ESTIMATE  
 DRAFT, 03/25/2022

	LABOR CLASSIFICATION (HOURS)						Hours	Labor	Expenses	Total
	Professional Engineer VII	Principal Engineer VI	Engineering Designer V	Engineering Designer II	Engineering Designer I	Administrative II				
	\$206	\$292	\$177	\$155	\$143	\$107				
<b>Task 1 - Project Management</b>										
Task 1.1 - General Project Management	12		8			10	30	\$ 4,958	\$ -	\$ 4,958
Task 1.2 - RRA-ERP Kick-Off Meeting and Workshop	2		4		8		14	\$ 2,264	\$ -	\$ 2,264
<b>Task 1 Subtotal</b>	<b>14</b>	<b>0</b>	<b>12</b>	<b>0</b>	<b>8</b>	<b>10</b>	<b>44</b>	<b>\$ 7,222</b>	<b>\$ -</b>	<b>\$ 7,222</b>
<b>Task 2 - Data Collection and Threat-Asset Pair Development</b>										
Task 2.1 - Data Collection			4		4		8	\$ 1,280	\$ -	\$ 1,280
Task 2.2 - Threat-Asset Pair Development			16		46		62	\$ 9,410	\$ -	\$ 9,410
Task 2.3 - Threat-Asset Pair Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
<b>Task 2 Subtotal</b>	<b>2</b>	<b>0</b>	<b>28</b>	<b>0</b>	<b>62</b>	<b>0</b>	<b>92</b>	<b>\$ 14,234</b>	<b>\$ -</b>	<b>\$ 14,234</b>
<b>Task 3 - Conduct and Develop Risk and Resilience Analysis</b>										
Task 3.1 - Risk and Resilience Analysis			24		48		72	\$ 11,112	\$ -	\$ 11,112
Task 3.2 - Risk and Resilience Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
Task 3.3 - Develop Risk and Resilience Assessment and Certification	2		12		24		38	\$ 5,968	\$ -	\$ 5,968
Task 3.4 - Evaluation of Capital and Operational Needs	2		20		36		58	\$ 9,100	\$ -	\$ 9,100
<b>Task 3 Subtotal</b>	<b>6</b>	<b>0</b>	<b>64</b>	<b>0</b>	<b>120</b>	<b>0</b>	<b>190</b>	<b>\$ 29,724</b>	<b>\$ -</b>	<b>\$ 29,724</b>
<b>Task 4 - Develop Emergency Response Plan</b>										
Task 4.1 - Emergency Response Plan Gap Analysis			8		12		20	\$ 3,132	\$ -	\$ 3,132
Task 4.2 - Emergency Response Plan Workshop	2		8		12		22	\$ 3,544	\$ -	\$ 3,544
Task 4.3 - Develop Emergency Response Plan	2		24		72	8	106	\$ 15,812	\$ -	\$ 15,812
<b>Task 4 Subtotal</b>	<b>4</b>	<b>0</b>	<b>40</b>	<b>0</b>	<b>96</b>	<b>8</b>	<b>148</b>	<b>\$ 22,488</b>	<b>\$ -</b>	<b>\$ 22,488</b>
<b>Task 5 - WTP O&amp;M Manual Development</b>										
Task 5.1 - Data Collection and Site Visit		8		12			20	\$ 4,196	\$ 234	\$ 4,430
Task 5.2 - Draft O&M Manual Preparation	2	6		24		4	36	\$ 6,312	\$ -	\$ 6,312
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<b>Task 5 Subtotal</b>	<b>6</b>	<b>18</b>	<b>0</b>	<b>52</b>	<b>0</b>	<b>6</b>	<b>82</b>	<b>\$ 15,194</b>	<b>\$ 234</b>	<b>\$ 15,428</b>
<b>TOTAL - ALL TASKS</b>	<b>32</b>	<b>18</b>	<b>144</b>	<b>52</b>	<b>286</b>	<b>24</b>	<b>556</b>	<b>\$ 88,862</b>	<b>\$ 234</b>	<b>\$ 89,096</b>



## AGENDA MEMORANDUM

TO: WARRENTON CITY COMMISSION  
 FROM: Collin Stelzig, P.E., Public Works Director  
 DATE: May 24, 2022  
 SUBJ: Business Oregon- Contract Approval and Signature

### SUMMARY

The Public Works Department has been working with Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to develop a finance contract for a total grant amount of \$100,000. The City is not required to provide matching funds as part of this finance agreement. The grant funds will be used to design a new Tide gate at location #9 (near the 4<sup>th</sup> Street Stormwater Pump Station). In addition, the grant provides funds for environmental review and funds to apply for necessary environmental permits.

OBDD has finished writing the finance contract between the city of Warrenton and OBDD. The Public Works Department presents the attached financing contract to commission for consideration and approval of the mayor's signature.

### RECOMMENDATION/SUGGESTED MOTION

*"I move to approve the Mayor's signature on the financing contract between the City and OBDD's for the Warrenton Tide Gate #9 Project."*

### ALTERNATIVE

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

### FISCAL IMPACT

This project and grant have been discussed with City Commission and will be included in the City of Warrenton 2022-2023 Adopted Budget.

Approved by City Manager:

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

TIDE GATE GRANT AND LOAN FUND PROJECT  
FINANCING CONTRACT

Project Name: Tide Gate #9

Project Number: TG2205

This financing contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department (“OBDD”), and the City of Warrenton (“Recipient”) for financing of the project referred to above and described in Exhibit B (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in Section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	General Definitions
Exhibit B	Project Description
Exhibit C	Project Budget

**SECTION 1 - KEY TERMS**

The following capitalized terms have the meanings assigned below.

**Estimated Project Cost:** \$100,000.

**Grant Amount:** \$100,000.

**Project Close-Out Deadline:** 45 days after the earlier of the Project Completion Date or the Project Completion Deadline.

**Project Completion Deadline:** 30 June 2023

**Project Completion Date:** The actual date on which Recipient completes the Project.

**SECTION 2 - FINANCIAL ASSISTANCE**

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

**SECTION 3 - DISBURSEMENTS**

- A. **Reimbursement Basis.** The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”).
- B. **Financing Availability.** The OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminate on the Project Close-out Deadline.

#### SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions to Closing. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient; and
  - (2) [RESERVED]
  - (3) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Default or Event of Default.
  - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
  - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
  - (4) The Recipient delivers to OBDD an estimated schedule for Disbursement Requests covering anticipated number, submission dates, and amounts.
  - (5) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
  - (5) Recipient has delivered documentation satisfactory to OBDD that, in addition to the Financing Proceeds, Recipient has available or has obtained binding commitments for all funds necessary to complete the Project.
  - (6) Any conditions to disbursement elsewhere in this Contract are met.

#### SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit B and according to the budget in Exhibit C. Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Unexpended Grant Moneys. Any Grant moneys disbursed to Recipient, and any interest earned by Recipient on the Grant moneys, that are not used as set out herein or that remain after the Project is completed or this Agreement is terminated shall be immediately returned to OBDD.

**SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in Section 1, and the Project is fully funded.
- B. Organization and Authority.
  - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
  - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
  - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to perform all obligations required by this Contract. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract, including Exhibit B and Exhibit C, is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- E. No Defaults.
  - (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract.
  - (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.
- F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or instrument to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.
- G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the undertaking and completion of the Project.

## SECTION 7 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, the Project and the operation of the road, water, and waste water systems of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS Chapters 279A, 279B and 279C.
- (2) ORS 280.518 requiring public display of information on Lottery funding of the project. Recipient shall include the following statement, prominently placed, on all plans, reports, bid documents and advertisements relating to the Project:

“This Project was funded in part by the Oregon State Lottery and administered by the Oregon Business Development Department.”

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. Recipient shall:

- (1) When procuring professional consulting services, provide OBDD with copies of all solicitations at least 10 days before advertising, and all contracts at least 10 days before signing.
- (2) Permit OBDD to conduct inspection of the Project at any time.
- (3) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
- (4) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by the OBDD in writing.
- (5) No later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD, including Recipient’s certification that the Project is complete, all payments are made, and no further disbursements are needed; provided however, for the purposes of this Contract, OBDD will be the final judge of the Project’s completion.

D. Books and Records. The Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

E. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD, at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters. The Recipient shall supply any related reports and information as OBDD may reasonably require.

- F. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract or the Project until the date that is six years following the Project Completion Date, or such longer period as may be required by other provisions of this Contract or applicable law. Such documentation includes, but may not be limited to, all documentation necessary to establish the uses of the Financing Proceeds, all construction contracts and invoices detailing the costs paid from Financing Proceeds, and all contracts related to the uses of the Project, including leases, management contracts and service contracts.
- G. Economic Benefit Data. The OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. The Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- H. Professional Responsibility. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
- I. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorney's fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this Section are not to be construed as a waiver by Recipient of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

<b>SECTION 8 - DEFAULTS</b>
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- A. Notice of Event of Default. The Recipient shall give OBDD prompt written notice of any Event of Default as soon as any senior administrative or financial officer of Recipient becomes aware of its existence or reasonably believes a Default is likely.
- Any of the following constitutes an "Event of Default":
- B. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Grant or the Project.
  - C. Recipient fails to perform any obligation required under this Contract, other than those referred to in subsection A of this section 8, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

<b>SECTION 9 - REMEDIES</b>
-----------------------------

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
  - (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements of Financing Proceeds under the Contract.
  - (2) Barring Recipient from applying for future awards.



- (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
  - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

<b>SECTION 10 - MISCELLANEOUS</b>
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- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
  - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
  - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
  - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.
  - (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract that OBDD deems to be necessary.
- C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:
- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.

(2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD:                      Assistant Director, Economic Development  
Oregon Business Development Department  
775 Summer Street NE Suite 200  
Salem OR 97301-1280

If to Recipient:                Public Works Analyst  
City of Warrenton  
225 S Main Avenue  
PO Box 250  
Warrenton, OR 97146

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.

G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys.

I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.

Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for

Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon’s sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.

K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



**STATE OF OREGON**  
acting by and through its  
Oregon Infrastructure Finance Authority  
of the Business Development Department

**CITY OF WARRENTON**

By: \_\_\_\_\_  
Chris Cummings, Assistant Director  
Economic Development

By: \_\_\_\_\_  
The Honorable Henry Balensifer III, Mayor

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:**

\_\_\_\_\_  
Not Required as per OAR 137-045-0030

## **EXHIBIT A - GENERAL DEFINITIONS**

As used in this Contract, the following terms have the meanings below.

“Act” means Oregon Laws 2020 Second Special Session, Chapter 10, sections 21-23, as may be amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 28 March 2022.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Financing Proceeds” means the proceeds of the Grant.

“ORS” means the Oregon Revised Statutes.

## **EXHIBIT B - PROJECT DESCRIPTION**

Recipient, with the assistance of a professional engineer licensed in Oregon, shall create a construction plan for the replacement of Recipient’s tide gate #9. Replacing the tide gate and conduit will provide better drainage and flood safety to the Recipient, including roads, residents, businesses, sewer and water systems, and parks.

The Project includes:

- Create a construction plan for replacement of the tide gate
- Complete inspection of the existing tide gate
- Detail the required steps to upgrade/replace the tide gate and the budgetary information needed for the implementation of the construction plan
- Develop a contingency budget and other budgetary needs
- Create a project feasibility plan and project alternative analysis
- Develop a construction timeline
- Create an operational feasibility analysis including an operation and maintenance plan
- Apply for all permits or regulatory authorizations

**EXHIBIT C - PROJECT BUDGET**

<b>Line Item Activity</b>	<b>OBDD Funds</b>	<b>Other / Matching Funds</b>
Design / Engineering	\$67,000	\$0
Environmental Review	\$9,000	\$0
Grant Administration	\$4,000	\$0
Permitting and Regulatory Fees	\$20,000	\$0
<b>Total</b>	<b>\$100,000</b>	<b>\$0</b>



## AGENDA MEMORANDUM

TO: The Warrenton City Commission  
FROM: Linda Engbretson, City Manager  
DATE: May 24, 2022  
SUBJ: Business License Fees

### SUMMARY

The attached resolution reflects an increase in Business License fees per our discussion at your May 10, 2022, meeting. Increasing the Business License Fee from \$60 to \$70 will raise approximately \$7,360. Raising the per employee fee by \$2 from \$5 to \$7 will raise approximately \$7,562; we could expect approximately \$14,922 in additional revenue. The revenue increase will be targeted within the WBL fund for public safety equipment, personnel costs associated with business license review and enforcement, and business-related support, i.e., façade grants.

### RECOMMENDATION/SUGGESTED MOTION

Rate resolutions are considered over two meetings to provide the public notice of proposed changes and the opportunity to comment.

*"I move to conduct the first reading of Resolution No. 2623; Adopting and Setting Business License Fees for all Services, Manufacturers, Processors, Trades, Retail and Wholesale Shops and any and all Occupations Carried on in the City of Warrenton for the Purpose of Profit or Non-Profit with the Exceptions Listed in Ordinance No. 857-A, and Repealing Resolution No. 2182.*

## **ALTERNATIVE**

Other action as deemed appropriate by the City Commission.

## **FISCAL IMPACT**

An estimated \$14,922 in new revenue to the Business License Fund is anticipated.

## RESOLUTION NO. 2623

Introduced by: All Commissioners

Adopting and Setting Business License Fees for all Services, Manufacturers, Processors, Trades, Retail and Wholesale Shops and any and all Occupations Carried on in the City of Warrenton for the Purpose of Profit or Non-Profit with the Exceptions Listed in Ordinance No. 857-A, Repealing Resolution No. 2182.

The City of Warrenton resolves as follows:

Section 1. The Warrenton City Commission hereby adopts the following business license fees for all Services, Manufacturers, Processors, Trades, Retail and Wholesale Shops and any and all Occupations Carried on in the City of Warrenton for the Purpose of Profit or Non-Profit, except as specified in Ordinance No. 857-A.

Section 2. **Seventy dollars (\$70.00)** annually will be assessed for each service, manufacturer, etc., **plus seven dollars (\$7.00)** for each employee employed by such business, either as an employee, manager, or owner.

- (a) The average number of individuals employed by said business during the twelve consecutive months immediately preceding the year for which the application for license is made will be determined by adding all regular employees listed on the quarterly social security reports during the year and dividing by the number of reports made. This average, less on (1), will be the number of employees to be reported on the business license application.
- (b) The number of employees being reported on the application may not be less than zero.

Section 3. Any person who rents, leases or otherwise provides four or more residential units, mobile home or RV park spaces for hire shall be subject to an annual license fee of **seventy dollars (\$70.00), plus seven dollars (\$7.00) for each employee employed by such business, either as an employee, manager, or owner.**

Section 4. This resolution will take effect with licenses beginning on July 1, 2022, and Resolution No. 2182 is hereby repealed as of July 1, 2022.

First Reading: May 24, 2022  
Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon, this \_\_\_ day of \_\_\_\_, 2022.

APPROVED

ATTEST

\_\_\_\_\_  
Henry A. Balensifer, III, Mayor

\_\_\_\_\_  
Dawne Shaw, CMC, City Recorder



# Updating Sanitation Services

Public Works Department

# Updating Commercial Dumpster Rates

*Model: Separate average yard rate + service trip fee*

## What this Model Addresses:

- Updates Current rates to current inflation level
- Standardizes the rate system
- Includes costs for multiple services.

- *For more information on how this model was created see the attached word document*

# Model Equation

- Rates= (Average 1 yardage rate x total yardage) + (service trip fee x (Pick up schedule) x 4)

## Average 1 yardage rate:

- 1.5 Yard Dumpsters: \$104
- 2 Yard Dumpsters: \$100
- 3 Yard Dumpsters: \$98
- 4 Yard Dumpsters: \$94

## Multiple Trip Fee: \$11.91

## Result:

- Using this model, the sanitation services would see an increase in revenue of **\$189,351.60** a year (based on March 3<sup>rd</sup>, 2022, summary of a rate code) while being less than Recology in comparison.

# Updated Rates vs Current Rates

Rate Code	Dumpster Size	Pick up schedule	Number of Dumpsters	Total Yardage picked up a week	Updated Rates	Current Rates
51W	1.25	1	1	1.25	156.25	130.9
52M	1.25	0.5	1	0.625	78.125	74.8
55W	1.5	1	1	1.5	203.64	157.08
57W	1.5	3	3	13.5	1546.92	471.24
61W	2	1	1	2	247.64	177.65
62M	2	0.5	1	1	123.82	93.5
62W	2	2	1	4	495.28	299.2
63W	2	3	1	6	742.92	411.4
64W	2	4	1	8	990.56	532.95
65W	2	5	1	10	1238.20	635.8
71W	2	1	2	4	447.64	355.3
72W	2	2	2	8	895.28	598.4
73W	2	3	2	12	1342.92	832.15
76W	2	2	3	12	1295.28	906.95
77W	2	1	3	6	647.64	514.25
79W	2	2	4	16	1695.28	1196.8
84W	2	3	4	24	2542.92	1645.6
81W	3	1	1	3	341.64	304.81
82W	3	2	1	6	683.28	516.12
83W	3	3	1	9	1024.92	727.43
86W	3	4	1	12	1366.56	1032.24
87W	3	5	1	15	1708.20	1243.55
91W	3	0.5	1	1.5	170.82	152.41
92W	3	2	2	12	1271.28	1032.24
93W	3	3	2	18	1906.92	1445.51
	4	1	1	4	423.64	

# Comparison:

## Weekly Pick up comparison

Dumpster Size	Warrenton Updated Rates	Recology 2022	Astoria 2022	Seaside 2022
1.5 Yards	\$203.64		\$ 220.62	258.40
2 Yards	\$247.64	\$283.33	\$260.40	314.92
3 Yards	\$341.64	\$375.23	\$339.99	427.88
4 Yards	\$423.64	\$459.43	\$419.57	540.91

## EOW Pick-up comparison

Dumpster Size	Warrenton Updated Rates	Recology 2022	Astoria 2022	Seaside 2022
1.5 Yards	101.82		\$126.10	145.04
2 Yards	\$123.82	\$156.99	\$145.95	173.31
3 Yards	\$170.82	\$202.92	\$185.77	229.79
4 Yards	\$212.64	\$245.01	\$225.54	286.30

# Further Rate Recommendations

- Removing any rates involving 1 ¼ yard dumpsters.
- Adding 4-yard dumpsters to the rates.
- Update or remove on call dumpster rates.
- Update split week pickups/Remove split week dumpster pick ups

# Updating On-Call Rates

Size	Updated Monthly On call rate
1.5 Yard	\$46.84
2 Yard	\$56.96
3 Yard	\$78.58
4 Yard	\$97.44
Cart	\$4.28

Size	Collection Fee
1.5 Yard	\$39
2 Yard	\$50
3 Yard	\$73.5
4 Yard	\$94
Cart	\$4.65

- Updated On Call Rate would address the correct value of dumpsters and the service we provide.
- Account would pay the monthly on call rate for their dumpster and every time we went out to collect their dumpster, account would pay the collection fee for that size.

❖ *Current Rate for dumpster and carts is \$3.80*

# Updating Cart Rates

Rate Code	Description	Current Rate	Updated Rate
11 W	1 Can 1 x Week	\$17.15	\$18.61
12M	1 can EOW	\$12.15	\$13.18
21W	2 Can 1 x Week	\$37.20	\$40.36
22M	2Can 2 X MO	\$20.50	\$22.24
31W	3 Can 1 X week	\$53.90	\$58.48
32W	3 Can EOW	\$28.85	\$31.30
41W	4 Can I X Week	\$70.60	\$76.60
42M	4 Can EOW	\$37.20	\$40.36

- Updated Rate = Current Rate x 8.5%
- 8.5% is the current industry standard for updating your cart rates from last year to this year.



# Updated Commercial Dumpster Service Rates

Model: Separate average yard rate + service trip fee

Equation Used:

Rates= (Average 1 yardage rate x total yardage) + (service trip fee x (Pick up schedule) x 4)

**Average 1 yardage rate:**

1.5 Yard Dumpsters: \$104

2 Yard Dumpsters: \$100

3 Yard Dumpsters: \$98

4 Yard Dumpsters: \$94

**Multiple Tripe Fee: 11.91**

\*To see how fee is calculated see #3: Include a trip for multiple services.

**Result:**

Using this model, the sanitation services would see an increase in revenue of **\$189,351.60** a year (based on March 3<sup>rd</sup> summary of a rate code) while being less than Recology in comparison.

Rate Code	Dumpster Size	Pick up schedule	Number of Dumpsters	Total Yardage picked up a week	Updated Rates	Current Rates
51W	1.25	1	1	1.25	156.25	130.9
52M	1.25	0.5	1	0.625	78.125	74.8
55W	1.5	1	1	1.5	203.64	157.08
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63W	2	3	1	6	742.92	411.4
64W	2	4	1	8	990.56	532.95
65W	2	5	1	10	1238.20	635.8
71W	2	1	2	4	447.64	355.3
72W	2	2	2	8	895.28	598.4
73W	2	3	2	12	1342.92	832.15
76W	2	2	3	12	1295.28	906.95
77W	2	1	3	6	647.64	514.25
79W	2	2	4	16	1695.28	1196.8
84W	2	3	4	24	2542.92	1645.6
81W	3	1	1	3	341.64	304.81
82W	3	2	1	6	683.28	516.12
83W	3	3	1	9	1024.92	727.43
86W	3	4	1	12	1366.56	1032.24
87W	3	5	1	15	1708.20	1243.55
91W	3	0.5	1	1.5	170.82	152.41
92W	3	2	2	12	1271.28	1032.24
93W	3	3	2	18	1906.92	1445.51
	4	1	1	4	423.64	

## Comparison of Rates

### Weekly Pick up Rates

Dumpster Size	Updated Rates	Recology 2022	Astoria 2022	Seaside 2022
1.5 Yards	\$203.64		\$ 220.62	258.40
2 Yards	\$247.64	\$283.33	\$260.40	314.92
3 Yards	\$341.64	\$375.23	\$339.99	427.88
4 Yards	\$423.64	\$459.43	\$419.57	540.91

### Every other Week Rate Comparison

Dumpster Size	Updated Rates	Recology 2022	Astoria 2022	Seaside 2022
1.5 Yards	No rate in place		\$126.10	145.04
2 Yards	\$123.82	\$156.99	\$145.95	173.31
3 Yards	\$170.82	\$202.92	\$185.77	229.79
4 Yards	\$212.64	\$245.01	\$225.54	286.30

The city of Warrenton has not updated their Commercial Dumpster Sanitation rates since 2006. When updating the city of Warrenton rates, there are several problems that will need to be addressed. The following model will attempt to address these problems. The problems addressed include:

- 1: Updating current rates to current inflation levels.
- 2: Standardize the rates system
- 3: Include a fee for multiple service trips
- 4: Update some of our special services.

## 1: Updating Current rates to current inflation level

- The last time the rates were updated was 2006.
- Since 2006 there has been a CPI Inflation of 41.78%
- All inflation was measured using: [https://www.bls.gov/data/inflation\\_calculator.htm](https://www.bls.gov/data/inflation_calculator.htm) and measuring from January 2006 to January 2022
- Table 1 represents current Rates being updated to meet the 2022 CPI Inflation level.

Table 1:

Rate Characteristics							
Dumpster Size	Pick up	Number of Dumpsters	Total Yardage picked up a week	Monthly Rate	CPI Inflation (41.78%)	Difference CPI and Cu	
1.25	1x a week	1	1.25	130.9	185.59002	54.69002	
1.25	EOW	1	0.625	74.8	106.05144	31.25144	
1.5	1x a week	1	1.5	157.08	222.708024	65.628024	
1.5	3x a week	3	13.5	471.24	668.124072	196.884072	
2	1x a week	1	2	177.65	251.87217	74.22217	
2	EOW	1	1	93.5	132.5643	39.0643	
2	2x a week	1	4	299.2	424.20576	125.00576	
2	3x a week	1	6	411.4	583.28292	171.88292	
2	4x a week	1	8	532.95	755.61651	222.66651	
2	5x a week	1	10	635.8	901.43724	265.63724	
2	1x a week	2	4	355.3	503.74434	148.44434	
2	2	2	8	598.4	848.41152	250.01152	
2	3	2	12	832.15	1179.82227	347.67227	
2	2x a week	3	12	906.95	1285.87371	378.92371	
2	1	3	6	514.25	729.10365	214.85365	
2	2x a week	4	16	1196.8	1696.82304	500.02304	
2	3x a week	4	24	1645.6	2333.13168	687.53168	
3	1x a week	1	3	304.81	432.159618	127.349618	
3	2x a week	1	6	516.12	731.754936	215.634936	
3	3x a week	1	9	727.43	1031.350254	303.920254	
3	4x a week	1	12	1032.24	1463.509872	431.269872	
3	5x a week	1	15	1243.55	1763.10519	519.55519	
3	EOW	1	1.5	152.41	216.086898	63.676898	
3	2x a week	2	12	1032.24	1463.509872	431.269872	
3	3x a week	2	18	1445.51	2049.444078	603.934078	

\*From this point on CPI Rates means our current rates with the 41.78% inflation included.

## 2: Standardize the Rates System

- Once the CPI inflation level has been addressed, the next issue to look at is standardizing the rates system.
- The current commercial rate system has some major rate discrepancies that allows commercials to take advantage of the system and ultimately is losing the city of Warrenton money.
- As seen in Table 2, the city of Warrenton charges varying amounts for a 1 yardage rate for each of our dumpster sizes.
- To address this issue the city of Warrenton needs to create a standardized 1 yardage rate for each of their dumpster sizes.
- The column **CPI 1 yard** shows how much we charge per 1 yard for that specific rate.

Table 2

### 1.25/1.5 dumpster rates

Dumpster Size	Pick up schedule	Number of Dumpsters	Total Yardage picked up a week	CPI Rates	CPI 1 yard
1.25	1x a week	1	1.25	185.59002	148.472016
1.25	EOW	1	0.625	106.05144	169.682304
1.5	1x a week	1	1.5	222.708024	148.472016
1.5	3x a week	3	13.5	668.124072	49.490672

\* For these rates our 1 yardage rate ranges from \$169.68 to \$49.49 a yard.

### 2-yard dumpster rates

Dumpster Size	Pick up schedule	Number of Dumpsters	Total Yardage picked up a week	CPI Rates	CPI 1 yard
2	1x a week	1	2	251.87217	125.936085
2	EOW	1	1	132.5643	132.5643
2	2x a week	1	4	424.20576	106.05144
2	3x a week	1	6	583.28292	97.21382
2	4x a week	1	8	755.61651	94.45206375
2	5x a week	1	10	901.43724	90.143724
2	1x a week	2	4	503.74434	125.936085

2	2x a week	2	8	848.41152	106.05144
2	3x a week	2	12	1179.82227	98.3185225
2	2x a week	3	12	1285.87371	107.1561425
2	1x a week	3	6	729.10365	121.517275
2	2x a week	4	16	1696.82304	106.05144
2	3x a week	4	24	2333.13168	97.21382

\*Range between \$94.45 per 1 yard and \$132.56 per yard.

### 3 yard dumpster rates

Dumpster Size	Pick up schedule	Number of Dumpsters	Total Yardage picked up a week	CPI Rates	Inflation 1 Yardage Rates
3	1x a week	1	3	432.159618	144.053206
3	2x a week	1	6	731.754936	121.959156
3	3x a week	1	9	1031.350254	114.5944727
3	4x a week	1	12	1463.509872	121.959156
3	5x a week	1	15	1763.10519	117.540346
3	EOW	1	1.5	216.086898	144.057932
3	2x a week	2	12	1463.509872	121.959156
3	3x a week	2	18	2049.444078	113.8580043

\*Range Between \$80.3-\$101.6 per yard

## 3: Multiple Service Fee

- The city of Warrenton current rate system does not consider the expenditures on the city side for multiple trips a week of collections.
- The rates need to represent these expenditures in the form of a “multiple service fee”
- The multiple service fee will comprise of three separate parts
  - 1: Employee time expenditures
  - 2: Equipment usage expenditures
  - 3: Gas expenditures
- The following equations will show how the multiple service fee was produced:

### Employee Time Expenditures

Refuse 1: \$45.46 per hour

Refuse 2: \$48.98 per hour

On average the city of Warrenton refuse drivers spend 22 hours each on commercial dumpster pick up.

$$(\$45.46 \times 11\text{hrs}) + (\$48.98 \times 11\text{hrs}) = \$1,038.84$$

$$\$1,038.84 / 159 \text{ accounts (a +5 on call)} = \$6.53 \text{ a stop}$$

#### Equipment usage expenditures

$$\$400,000 / 10 \text{ years} = \$40,000 \text{ a year}$$

$$\$40,000 / 12 \text{ months} = \$3,333.33 \text{ a month}$$

$$\$3,333.33 / 4.33 = \$769.82 \text{ a week}$$

$$\$769.82 / 169 = \$4.56 \text{ per trip}$$

#### Fuel Expenditures:

These number can be updated, to meet the actual stops per hour the driver might reach as well as if fuel is more or less.

The trucks use on average 2.77 gallons per hour of gas. If we pay \$2.52 a gallon to fill the truck then:

$$2.77 \times \$2.52 = \$6.98$$

$$6.98 / 8.5 \text{ stops an hour} = \$0.82 \text{ per trip}$$

## 4: Rates Recommendations

- Removing any rates involving 1 ¼ yard dumpsters. The city of Warrenton does not provide 1 ¼ dumpsters and are allowing customers with 1 ½ yard dumpsters to be charged for less. Move those accounts over to the 1 ½ equivalent rating system.
- Update or remove on call dumpster.
- Update split week pickups.



## On Call Rates

### Summary

The city of Warrenton currently has 244 accounts attached to on call services. (As per a rate summary made 3/03/2022). On call service is currently \$3.80 a month, allowing for many of the city of Warrenton dumpster to be rented out at an extremely cheap price. We have two options to address the on-call rates issue.

1: Getting rid of the on-call rates service and requiring commercial business or residents using on call services to transition to something else,

2: Updating On call services to meet current market standards.

This paper will go over the second option and detail how the city of Warrenton can change the on call rates to clearly show their worth.

Recology uses an on-call service that is relative to the size of dumpster that the account is attached. The On-call rate is roughly 23% of what the 1 pick up a week rate is for that dumpster. The city of Warrenton could follow their example and do the same to our own on call rates. It would look something similar to the table below:

Table 1: Monthly on call

	Size	Updated On call rate
	1.5 Yard	\$46.84
	2 Yard	\$56.96
	3 Yard	\$78.58
	4 Yard	\$97.44

On top of the monthly rates listed in the above table, there would also be a service fee that would apply every time the account requests the pickup of the dumpster. These numbers were found using this equation:

Collection Fee = (1 yardage rate of dumpster) x dumpster size / 4 weeks.

Table 2: Collection fee per size

<b>Size</b>	<b>Collection Fee</b>
1.5 Yard	\$39
2 Yard	\$50
3 Yard	\$73.5
4 Yard	\$94

For dumpster on call rates, the renter would have a monthly renters fee as seen in Table 1. Every time collection is requested the renter would have to pay the collection fee as well.