



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON
REGULAR MEETING
June 14, 2022 – 6:00 P.M.
Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

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 – 5.24.22
- B. Marina Advisory Board Meeting Minutes – 4.18.22
- C. Warrenton Identity Theft Prevention Committee Meeting Minutes – 6.18.21

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, 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**

- A. Sale of City Property: TL 81022BA02080 – 867 NE 1st Court
- B. Sale of City Property: TL 81005DC03300 – 861 Pacific Drive

7. BUSINESS ITEMS

- A. Consideration of Resolution No. 2625; Budget Adjustment - Transient Room Tax Collections
- B. Consideration of Resolution No. 2626; Community Center Rental Rates
- C. Consideration of Bid Award – Raw Waterline Project
- D. Consideration of Request for Qualifications – Design of E. Harbor Water Line
- E. Consideration of Resolution No. 2628; Sewer Rates
- F. Consideration of Resolution No. 2629; Water Rates
- G. Consideration of Resolution No. 2630; Recycling Rates
- H. Consideration of Resolution No. 2623; Updating Business License Fees
- I. Consideration of First Reading of Ordinance No. 1257; Candidate Filing Fee Update
- J. Consideration of On-Call Engineering Services Contract – A.M. Engineering

8. DISCUSSION ITEMS

- A. Sanitation Rates
- B. Head Start Building
- C. Spruce Up Warrenton Event Fees

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 May 24, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

City Commissioners Present: Mayor Pro-tem Mark Baldwin, Gerald Poe, and Rick Newton

Excused: Mayor Henry Balensifer and Commissioner Tom Dyer

Staff Present: City Manager Linda Engbretson, Police Chief Mathew Workman, Finance Director April Clark, Fire Chief Brian Alsbury, Public Works Operations Manager Kyle Sharpsteen and City Recorder Dawne Shaw

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

Commissioner Newton asked about the police overtime noting concern about burnout. Police Chief Mathew Workman clarified it was from vacations and trainings. Officer Trujillo is close to being on her own, they are waiting to send Officer Alvarez to academy, and they are in the final procedure of a background for a 12th officer all to help negate overtime. Discussion continued.

Commissioner Poe made the motion to approve the 5/10 minutes. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

COMMISSIONER REPORTS – None

PUBLIC COMMENT

Dennis Faletti, resident, thanked the Public Works Department for their dedication to serve citizens. Ms. Engbretson noted striping for the handicap parking at the community center will be done soon. Mayor Pro-tem Baldwin noted the City Hall ADA door will be looked at tomorrow.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Mayor Pro-tem Baldwin stated item 8.A Sanitation Rates will be tabled until the next meeting.

Recology Western Oregon Rate Analyst, Dave Larmouth, presented an operations update. He noted hiring, supply chain, and phone system issues. He reviewed proposed rate increases outlined in a letter and attachments dated April 1, 2022. Discussion followed.

Commissioner Newton made the motion to accept their rate increases for the large boxes and miscellaneous. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Mike Moha and Jeanne Smith of Spruce Up Warrenton discussed the 4th of July parade and other events. Ms. Engbretson noted Fire Chief Brian Alsbury’s recommendation for porta potties. Discussion followed about the budget. Ms. Smith also requested permission for sound amplification at the Fall Festival for music and the Regatta movie in the park.

Commissioner Poe made the motion to approve the noise for the park. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Ms. Engbretson asked if the motion was for Regatta and Fall Festival. Commissioner Poe confirmed.

Commissioner Newton made the motion to approve the 4th of July event. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Ms. Engbretson asked if Spruce Up Warrenton was requesting funds. She noted \$1,000 was budgeted. Spruce Up Warrenton confirmed.

Commissioner Poe made the motion to authorize funds for the 4th of July parade as budgeted. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Public Works Operations Manager Kyle Sharpsteen presented a professional services contract with Murraysmith for creating and updating the City’s Risk Resilience Assessment, the Water Treatment Plant’s Emergency Response Plan and Operation & Maintenance Plan.

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Commissioner Newton made the motion to approve the professional services contract with Murraysmith Inc. for creating and updating the City’s Risk Resilience Assessment, the Water Treatment Plant’s Emergency Response Plan and Operation & Maintenance Plan. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Mr. Sharpsteen also discussed a Business Oregon contract to design a new Tide Gate #9.

Commissioner Poe made the motion to approve the Business Oregon contract for Tide Gate #9. Motion was seconded and passed unanimously.

Newton – aye; Poe – aye; Baldwin – aye

Ms. Engbretson presented Resolution No. 2623 updating Business License Fees, for its first reading. She noted a \$10 overall increase and a \$2 per employee increase based on previous discussion. Discussion followed.

Commissioner Newton made the motion to conduct the first reading, of Resolution No. 2623, Adopting and Setting Business License Fees for all Services, Manufacturing, Processors, Trades, Retails 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. Commissioner Newton suggested changing the fee from \$70 to \$75. Commissioner Poe stated he is fine with \$75. Mayor Pro-tem Baldwin stated the motion is amended from \$70 to \$75. **Motion was seconded and passed unanimously.**

Newton – aye; Poe – aye; Baldwin – aye

DISCUSSION ITEMS – None

GOOD OF THE ORDER

Commissioner Newton noted indicators of a stable economy. He noted several updates from the Clatsop Economic Development Resources meeting.

Commissioner Poe noted the recent joint county-city meeting on homeless that the commission and city manager attended. He reported the cities are working on the homeless issue as a group. He noted productive discussion about balancing services provided throughout the county.

Commissioner Baldwin also noted attending the joint meeting.

At 6:51 p.m. Mayor Pro-tem Baldwin adjourned the regular meeting and announced the Commission will now meet in 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*

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transactions.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

MINUTES
Marina Advisory Board
April 18, 2022
Warrenton City Hall – Commission Chambers
250 S Main
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:05 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Lylla Gaebel, Malcolm Cotte, Mike Balensifer

Staff Present: Harbormaster Jane Sweet, Marina Office Assistant Jessica McDonald

CONSENT CALENDAR

Meeting minutes from 2.28.2022 were presented by staff.

Lylla Gaebel made motion to approve minutes. Motion was seconded and passed unanimously.

DISCUSSION

Committee held elections for the position of vice chair, Lylla Gaebel was nominated and accepted the vice chair position, motion was approved and passed unanimously.

Budget update, the budget was reviewed and is being finalized by committee. While reviewing the budget it was brought up that Lake Drive in Hammond is not currently in the City of Warrenton's road map plans and therefore there may be an additional paving project for Hammond added to the budget for 2023-2024 pending additional review and dependent on requirements.

Mike Balensifer made a motion for Pam Ackley to make a recommendation to the City Council that the Marina Advisory Board is in support of improvements to Lake Drive in Hammond and would like to see progress on this improvement. Lylla Gaebel seconded and motion passed unanimously.

Pam Ackley shared that the lot for sale in the Warrenton Marina closed and the Warrenton Marina would be getting an additional \$42,000 added to the Marina's budget.

The last marina resolution needs to be updated to add the transient lodging tax, the State of Oregon now requires it be broken out for customers. While doing that correction, there are a couple of addition corrections and added fees the marina would like to look at. Jane Sweet will bring those to the next advisory meeting.

Bench donations, committee will work on recommendation for a policy that has specific locations in the marina and a cost to support the bench maintenance for future years. Committee decided to discuss this more at their September meeting.

Mike Balensifer recommended completing tasks in the Marina that are visible and show progress to the community. For example rebuilding docks, cleaning up the Hammond dry storage behind Sturgeon Paul's, removing derelict vessels Master Chris and Suzanne. Jane Sweet shared that the Master Chris and Suzanne may be eligible for a DSL grant, she is working to identify the pilings in the marinas to see where replacement/repared docks could be reattached and following the dock requirements for light transmission and requirements for width. The Marina staff has cleaned up the Marina's portion of dry storage the only thing left is the trailer to be removed.

The next Marina Advisory meeting is set for May 16, 2022 at 2pm at the Warrenton Commission Chambers.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 3:29 p.m.

Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant.

ATTEST:



Jane Sweet

APPROVED:

Pam Ackley
Pam Ackley, Marina Advisory Board Chairperson

Signature: Pam Ackley
Pam Ackley (May 17, 2022 14:23 PDT)

Email: pamackley@windermere.com

CITY OF WARRENTON IDENTITY THEFT PREVENTION COMMITTEE

MINUTES

Regular Meeting – Thursday June 18th, 2021

Warrenton City Hall – Commission Chambers

225 S. Main Ave.

Warrenton, OR 97146

Attendees: April Clark, Finance Director; Jessica Barrett, Accountant; Kathi Smith, Police Secretary; Nikolas Haines, Accounting Technician; Jessica McDonald, Marina Clerk/Maintainer.

The meeting of the Red Flag Committee began at 10:00 a.m.

April Clark called the meeting to order.

April Clark moved to accept the minutes from our last meeting on December 17th, 2021. Jessica Barrett seconded the motion and the minutes were unanimously accepted.

The committee followed up on a discussion from the December 17th, 2020 meeting regarding the committee changing the frequency of required meetings to once per year. April researched and read the resolution that set the initial policy and found out that the Program Administrator can update the program, as necessary. April Clark is the current Program Administrator. After the discussion Jessica McDonald made a motion to update section IV. Program Administration subsection Program Updates to read, "The Program Administrator will review and update this Program at least once a year to reflect changes in risks to customers and the soundness of City programs from Identity Theft." Nikolas Haines seconded the motion and the motion passed unanimously.

The committee discussed when the annual meeting should take place. The consensus is that we will meet on the 2nd Thursday of January unless there is a scheduling conflict, in which case the meeting will be rescheduled.

Reviewed Section VIII. Service Provider Arrangements. We discussed which vendors should have written acknowledgement on file and confirmed all providers are in compliance.

Section IX. Non-Disclosure of Specific Practices was read aloud. April had the Non-Disclosure section of the West Linn Red Flag Policy to compare.

April said she would like to include a cover sheet for our policy with implementation dates and dates the policy is updated.

April brought statistics regarding identity theft and the committee. April is going to send a PowerPoint that goes over the history of the committee, and we will review as a group at our next meeting.

The Compliance Checklist was completed.

The next meeting is set for Thursday January 13th, 2022.

The meeting was adjourned at 10:27 a.m.

These minutes have been approved by the Red Flag Committee.



Chair



Date



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Linda Engbretson, City Manager *LE*
 DATE: June 14, 2022
 SUBJ: PUBLIC HEARING – SALE OF CITY PROPERTY

SUMMARY

The City of Warrenton is considering the sale of a city-owned property no longer needed for public purpose. The property in question does not require action under Chapter XI of the City's Charter.

Mr. Douglas Westerlund currently holds a land lease with the City for the property. Mr. Westerlund owns the improvements on the property. The land value is assessed at \$18,257.00 with a total Real Market Value (including improvements) of \$47,203.00 as assessed by the County Appraiser. The lease currently ends in 2027 with an automatic additional 10-year renewal if not in default. The current rent is \$229.01 per month. There is an annual increase based on a formula and the consumer price index.

TL 81022BA02080 – Lt. 14 – asking price \$45,000 – A Sales Agreement is attached.

The City considers this property better suited to private ownership. Proposed use of the properties includes activities as allowed in the zoning designations (Water Dependent Commercial), i.e., commercial uses for marine-related warehousing.

The purpose of this public hearing is to take public comment on the proposed sale of this property to Doug and Ann Westerlund.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the sale of TL 81022BA02080, Lot 14, to Doug and Ann Westerlund."

ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

Income from this sale will be placed in the Warrenton Marina Capital Improvement Fund.

867 NE 1st Ct, Warrenton OR

Account 31005

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- [Property Details](#)
- [Improvements](#)
- [Assessments](#)
- [Sales History](#)
- [Taxes](#)
- [Payments](#)
- [Documents](#)

General Information

Property Address **📍** 867 NE 1st Ct, Warrenton OR

Legal Description **📄** TAXABLE PORTION OF TAX LOT 4300

Account ID **📄** 31005

Tax Map Key **📄** [81022BA02080](#)

Size in Acres **📄** 0.11

Property Status **📄** Active

Property Type **📄** Real Property
Commercial
Improved Commercial Land

Owner Information

Owner Name **👤** Warrenton City Of
Westerlund Doug E Lessee

Mailing Address **✉** 128 Skyline Ave
Astoria OR 97103-6438

[→ Request Change of Address](#)

[→ Sign up for e-Statements](#)

Year Built	Sq Ft	Type	Stories
		Misc. Agricultural - Out Buildings Only	

Floor Type	Sq Ft	Bedrooms	Bathrooms
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No improvement details found



Year	Land Value	Improvements Value	Real Market Value	Assessed Value
2021	\$18,257.00	\$28,946.00	\$47,203.00	\$34,235.00
2020	\$18,257.00	\$28,946.00	\$47,203.00	\$33,239.00
2019	\$18,257.00	\$26,556.00	\$44,813.00	\$32,272.00
2018	\$18,077.00	\$26,293.00	\$44,370.00	\$31,333.00
2017	\$16,738.00	\$24,345.00	\$41,083.00	\$30,421.00
2016	\$15,941.00	\$24,345.00	\$40,286.00	\$29,536.00
2015	\$16,780.00	\$20,288.00	\$37,068.00	\$28,676.00
2014	\$16,780.00	\$20,288.00	\$37,068.00	\$27,841.00
2013	\$16,780.00	\$20,288.00	\$37,068.00	\$27,031.00
2012	\$16,780.00	\$21,356.00	\$38,136.00	\$26,244.00
2011	\$16,780.00	\$22,481.00	\$39,261.00	\$25,481.00
2010	\$16,780.00	\$22,940.00	\$39,720.00	\$24,740.00
2009	\$16,780.00	\$22,940.00	\$39,720.00	\$24,021.00
2008	\$16,780.00	\$23,409.00	\$40,189.00	\$23,322.00
2007	\$16,780.00	\$23,409.00	\$40,189.00	\$22,644.00
2006	\$12,430.00	\$23,409.00	\$35,839.00	\$21,985.00
2005	\$10,904.00	\$17,340.00	\$28,244.00	\$21,345.00
2004	\$10,904.00	\$17,340.00	\$28,244.00	\$20,725.00
2003	\$10,904.00	\$17,340.00	\$28,244.00	\$20,122.00
2002	\$10,904.00	\$17,340.00	\$28,244.00	\$19,537.00
2001	\$10,904.00	\$17,340.00	\$28,244.00	\$18,969.00
2000	\$9,400.00	\$20,400.00	\$29,800.00	\$18,417.00
1999	\$8,269.00	\$15,356.00	\$23,625.00	\$17,882.00

Sales Date

Instrument ID

Sale Amount

No sales history found



Sale Agreement # 05232022ALW

Vacant Land Real Estate Sale Agreement

FINAL AGENCY ACKNOWLEDGMENT

1 Both Buyer and Seller acknowledge having received the Oregon Real Estate Agency Disclosure Pamphlet, and hereby acknowledge and consent
2 to the following agency relationships in this transaction:

3 Buyer's Agent(s)*: Ann Westerlund Oregon License #: 201228396
4 is/are the agent of (select one): [X] Buyer exclusively ("Buyer Agency") [] Both Buyer and Seller ("Disclosed Limited Agency")
5 Name of Real Estate Firm(s)*: RE/MAX On Market Firm License #:
6 Buyer's Agent's Office Address: 1520 SE Discovery Ln Ste C, Warrenton, OR 97146
7 Phone #1: (503) 791-4425 Phone #2: (503) 791-4425 E-mail: ann@remaxonmarket.com

8 Seller's Agent(s)*: Pam Ackley Oregon License #: 920100149
9 is/are the agent of (select one): [X] Seller exclusively ("Seller Agency") [] Both Buyer and Seller ("Disclosed Limited Agency")
10 Name of Real Estate Firm(s)*: Windermere Realty Trust Firm License #: 201224089
11 Seller's Agent's Office Address: 588 Pacific Way, Gearhart, OR 97138
12 Phone #1: (503) 717-3796 Phone #2: (503) 738-8522 E-mail: pamackley@windermere.com

13 *If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agent and Firm names should be disclosed
14 above.

15 If both parties are each represented by one or more Agents in the same Real Estate Firm, and Agents are supervised by the same principal broker
16 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as
17 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller and Agent(s).

18 Buyer will sign this acknowledgment at the time of signing this Agreement before submission to Seller. Seller will sign this acknowledgment at the time this
19 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency
20 Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

21 Buyer [Signature] Print Doug Westerlund Date 5/23/2022
22 Buyer [Signature] Print Ann Westerlund Date 5/23/2022
23 Seller [Signature] Print City of Warrenton Date
24 Seller Print Date

VACANT LAND REAL ESTATE SALE AGREEMENT

25 THIS AGREEMENT IS INTENDED TO BE A LEGAL AND BINDING CONTRACT. IF IT IS NOT UNDERSTOOD, SEEK COMPETENT LEGAL
26 ADVICE BEFORE SIGNING. FOR AN EXPLANATION OF THE PRINTED TERMS AND PROVISIONS IN THIS FORM, SELLER AND BUYER ARE
27 ENCOURAGED TO CLOSELY REVIEW THE DEFINITIONS AND MISCELLANEOUS SECTION BELOW. NO CHANGES OR ALTERATIONS ARE
28 PERMITTED TO ANY PORTION OF THE PRE-PRINTED FORMAT OR TEXT OF THIS FORM. ANY SUCH PROPOSED CHANGES OR
29 ALTERATIONS SHOULD BE MADE ON A SEPARATE DOCUMENT.

30 1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer Doug Westerlund, Ann Westerlund
31 offers to purchase from Seller City of Warrenton
32 the following described real property (the "Property") situated in the State of Oregon, County of Clatsop,
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
34 867 NE 1st St, Warrenton, OR
35 Acc# 31004 Tax# 81022BA02000

36 (If a complete legal description of the Property is not included in this Agreement, Buyer and Seller agree to use the legal description provided by
37 Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)

38 for the "Purchase Price" (in U.S. currency) of A \$ 45,000.00
39 on the following terms: as earnest money, the sum of (the "Deposit") B \$ 10,000.00
40 on _____, as additional earnest money, the sum of (the "Additional Deposit") C \$
41 at or before Closing, the balance of the down payment D \$
42 at Closing and on delivery of the [X] Deed [] Contract, the balance of the Purchase Price E \$ 35,000.00
43 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials [Signature] [Signature] Date 5/23/2022

Seller Initials / Date

This form has been licensed for use solely by Ann Westerlund pursuant to a Forms License Agreement with Oregon Real Estate Forms, LLC.
LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE OF BUYER AND/OR SELLER AND DATE
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Sale Agreement # 05232022ALW

Vacant Land Real Estate Sale Agreement

FINANCING

2. **BALANCE OF PURCHASE PRICE** (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): none

A. This is an all cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows (select only one):
 Buyer has attached the Verification to this Agreement.
 Buyer will provide Seller with the Verification within _____ Business Days (three [3] if not filled in) after the Effective Date;
 Other (Describe): _____

If the Verification is not attached to this Agreement, Seller may Notify Buyer, in writing, of Seller's unconditional disapproval of the Verification within _____ Business Days (two [2] if not filled in) ("Disapproval Period") following its receipt by Seller. Provided, however, such disapproval must be objectively reasonable. On such disapproval, all Deposits will be promptly refunded to Buyer and this transaction will be terminated.

If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. of the last day of the Disapproval Period, Seller will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

B. The Balance of the Purchase Price will be financed through one of the following loan programs (Select only one):
 Conventional; FHA; Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
 Other (Describe): _____
Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

Pre-Approval Letter.
 Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;
 Buyer will provide Seller with the Pre-approval Letter within _____ Business Days (three [3] if not filled in) after the Effective Date;
 Other (Describe): _____

3.1 FINANCING CONTINGENCIES: If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and, (4) Other (Describe): _____

Except as provided in this Agreement, all Financing Contingencies are solely for Buyer's benefit and may be waived by Buyer in writing at any time.

3.2 FAILURE OF FINANCING CONTINGENCIES: If Buyer receives actual notification from Lender that any Financing Contingencies have failed or otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines, in Seller's sole discretion.

3.3 BUYER'S OBLIGATIONS REGARDING FINANCING: Buyer represents to and agrees with Seller as follows:
(1) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value of the Property, and (vi) the loan amount sought.

Buyer Initials AW / AW Date 5/23/2022

Seller Initials _____ / _____ Date _____



Sale Agreement # 05232022ALW

Vacant Land Real Estate Sale Agreement

- 87 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ___ Business Days (three [3] if not filled
- 88 in - but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of
- 89 Buyer's signed notice of intent to proceed with the Loan.
- 90 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
- 91 fees, to obtain the Loan.
- 92 (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in
- 93 Seller's sole discretion.
- 94 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
- 95 regarding Buyer's financing and the time of Closing.
- 96 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18
- 97 - Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).
- 98 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
- 99 application status.

100 **4. SELLER-CARRIED FINANCING:** If the Seller is financing all or a portion of the Purchase Price through a land sale contract, promissory note and
101 trust deed/mortgage, option, or lease-to-own agreement (a "Seller-carried Transaction"), Buyer and Seller are advised to review the OREF 032
102 Advisory Regarding Seller-Carried Transactions. Buyer and Seller agree to (*select only one*):

- 103 Use the OREF 033 Seller-Carried Transaction Addendum and related forms; or
- 104 Secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

105 Regardless of the option selected above, Seller and Buyer agree to reach a signed written agreement specifying the terms and conditions of such financing
106 (for example, the down payment, interest rate, amortization, term, payment dates, late fees, and balloon dates) within ___ Business Days (ten [10] if
107 not filled in) after the Effective Date ("Negotiation of Terms Period"). If Buyer and Seller fail to reach agreement by 5:00 p.m. on the last day of the
108 Negotiation of Terms Period, all Deposits will be refunded to Buyer and this transaction will be automatically terminated. **Oregon law requires, unless**
109 **exempted, that individuals offering or negotiating the terms must be an Oregon-licensed attorney or hold an MLO license. Your real estate agent**
110 **is not qualified to provide these services or to advise you in this regard. Legal advice is strongly recommended.**

111 **5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
112 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

113 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
114 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
115 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is
116 anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone
117 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized
118 by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

119 *If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an*
120 *EC as a condition of loan approval. For more information, go to www.fema.gov.*

121 **6. ADDITIONAL FINANCING PROVISIONS** (for example, Closing Costs): none
122 _____
123 _____
124 _____

CONTINGENCIES

125 **7. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will, at Seller's sole expense, order from the title
126 insurance company selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report
127 and Documents") for the Property, and furnish them to Buyer using the Notification Method described in Section 29(2) (Miscellaneous) below. Unless
128 otherwise provided in this Agreement, this transaction is subject to Buyer's review and approval of the Report and Documents. **If the Report and**

Buyer Initials AS / AS Date 5/23/2022

Seller Initials _____ / _____ Date _____

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129 Documents are not fully understood, Buyer should contact the title insurance company for further information or seek competent legal
130 advice. The Buyer's and Seller's Agents are not qualified to advise on specific legal or title issues.

131 On receipt of the Report and Documents, Buyer will have ___ Business Days (five [5] if not filled in) within which to Notify Seller, in writing, of any
132 matters disclosed in the Report and Documents which are unacceptable (the "Objections"). Buyer's failure to timely object in writing will constitute
133 acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title
134 to the Property pursuant to Section 22 (Deed) below. If within ___ Business Days (five [5] if not filled in) following Seller's receipt of the Objections,
135 Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction
136 prior to Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in
137 writing. Within thirty (30) days after Closing, the title insurance company will furnish to Buyer an owner's standard form policy of title insurance
138 insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title
139 exceptions agreed to be removed as part of this transaction.

140 (Note: This Section 7 (Title Insurance) provides that Seller will pay for Buyer's standard owner's policy of title insurance, which
141 is customary in Oregon. In some areas of the United States, such a payment might be regarded as a "seller concession." Under the
142 TILA-RESPA Integrated Disclosure ("TRID") rule, there are limitations, regulations, and disclosure requirements on "seller concessions,"
143 unless the product or service paid for by the Seller is one customarily paid by sellers in residential sales transactions. Accordingly,
144 unless the terms of this Section 7 (Title Insurance) are modified in writing by Buyer and Seller, the parties agree and instruct Escrow that
145 Seller's payment of Buyer's standard owner's policy of title insurance is not a "seller concession" under TRID.)

146 8. PROPERTY INSPECTIONS: Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
147 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's
148 intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many
149 properties that may affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking
150 water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these
151 conditions or others, Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information
152 and guidance. Neither Buyer's nor Seller's Agent are qualified to conduct such inspections and will not be responsible to do so. For further details,
153 Buyer is encouraged to review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

154 Select only one box below:

155 [] Licensed Professional Inspections: At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals
156 of Buyer's choice. However, Buyer must specifically identify in this Agreement any desired invasive inspections that may include testing
157 or removal of any portion of the Property (for example, radon and mold).

158 Identify Invasive Inspections: _____

159 Buyer will restore the Property following any inspections or tests performed by Buyer or on Buyer's behalf.

160 Buyer will have the right to enter the Property and to conduct an investigation and a feasibility study of the suitability of the Property for Buyer's intended
161 use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use restrictions, and
162 availability of utilities.

163 Buyer will have ___ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections
164 and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection
165 reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days
166 following termination, Buyer will promptly comply.

167 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
168 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during
169 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
170 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection
171 report(s) by 5:00 p.m. of the final day of the Inspection Period, Buyer will be deemed to have accepted the condition of the Property. If prior to
172 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will
173 automatically terminate unless the parties agree otherwise in writing.

174 [] Alternative Inspection Procedures: Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

Buyer Initials [Signature] Date 5/23/2022

Seller Initials / Date

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- 175 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of
- 176 the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a
- 177 contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.
- 178 **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully
- 179 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection
- 180 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.
- 181 **Other Inspection Addendum:** _____

182 *The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to*
183 *this Sale Agreement.*

184 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
185 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

186 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
187 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

188 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS
189 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

190 **10. SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant
191 Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure
192 Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely
193 upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and
194 review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice.
195 Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to
196 revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first business day following its date of
197 delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period
198 does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of
199 closing, whichever first occurs.

200 **Buyer(s) to check one box below:**

- 201 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
- 202 is signed and accepted by the parties. Buyer **does not waive** the right of revocation provided therein.
- 203 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
- 204 is signed and accepted by the parties. Buyer expressly **waives** the right of revocation provided therein.
- 205 Buyer expressly **waives** the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

CONDITION AND COMPONENTS OF THE PROPERTY

206 **11. SELLER REPRESENTATIONS:** Subject to any written disclosures made by Seller as a part of this transaction, Seller makes the following
207 representations to Buyer:

- 208 (1) The Property is served by and/or connected to (*select all that apply*):
- 209 A public sewer system
- 210 An on-site sewage system
- 211 A public water system
- 212 A private well
- 213 Other (for example, surface springs, cistern, etc.): _____
- 214 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
- 215 (3) Seller has no notice of any liens or assessments to be levied against the Property.
- 216 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which
- 217 could detrimentally affect the use, development, or value of the Property.

Buyer Initials AS / AS Date 5/23/2022

Seller Initials _____ / _____ Date _____

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- 218 (5) Seller knows of no material defects in or about the Property.
- 219 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 220 (7) Seller has no knowledge of any of the following matters affecting the use or operation of the Property: (a) past or present non-resource uses (for
221 example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for harvesting, fishing, hunting,
222 livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops, grazing, reforestation, etc.; (d) supplier
223 agreements, production processing commitments or other similar contracts.
- 224 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 225 (9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied for beneficial
226 use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to certain conditions.
227 Buyer should verify compliance with appropriate agency.
- 228 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,
229 structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal description of the Property.

230 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
231 previously disclosed material information relating to the Property substantially misleading or incorrect.
232 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:
233 _____ (For more exceptions see Addendum _____).

234 *Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor
235 in lieu of, Buyer's own responsibility to conduct a thorough and complete independent investigation, including the use of professionals,
236 where appropriate, regarding all material matters bearing on the condition of the Property, its value and its suitability for Buyer's intended
237 use. Neither Buyer's nor Seller's Agents will be responsible for conducting any inspection or investigation of any aspect of the Property.*

238 **12. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the Seller's Vacant Land Disclosure Addendum, if any, Buyer
239 is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

240 **13. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING
241 STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE
242 CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS
243 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT
244 THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS
245 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING
246 OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY
247 OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR
248 PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF
249 FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS
250 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855,
251 OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

252 **14. HOMEOWNER'S ASSOCIATION / TOWNHOME / PLANNED COMMUNITY:** Is the Property in a planned community, or does it have a
253 Homeowner's Association? Yes No Unknown
254 If yes or unknown, Buyer has attached OREF 024 Homeowner's Association / Townhome / Planned Community Addendum to this Agreement. In this
255 Agreement, "townhome" means a connected home where the owner also owns the ground beneath the home, and "planned community" means a
256 residential subdivision (not a condominium or timeshare) in which owners are collectively responsible for part of the subdivision.

257 **15. ADDITIONAL PROVISIONS:** Seller to do tax cut out from large lot. Seller to provide a survey for lot 14 after the tax cut out for the
258 property at 867 NE 1st Warrenton, OR. The Seller acknowledges that the existing shed on this property already belongs to Buyers and is
259 not any part of this purchase agreement. Buyers are related to the Buyers Agent.
260 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

261 **16. ESCROW:** This transaction will be Closed at Ticor Title Seaside- Kalee Spivey ("Escrow"), a neutral escrow
262 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited by the
263 U.S. Department of Veterans Affairs (Federal VA). Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further

Buyer Initials DS / DS Date 5/23/2022

Seller Initials _____ / _____ Date _____

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264 authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing costs, and
265 any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay
266 Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for professional real
267 estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer representation
268 agreement, or other written agreement for compensation.

269 17. PRORATIONS: Rents, current year's taxes, interest on assumed obligations, and other prepaid expenses attributable to the Property will be
270 prorated as of (select one): [X] the Closing Date; [] the date Buyer is entitled to possession.

271 18. UTILITIES: Seller will pay all utility bills accrued to the date Buyer is entitled to possession. Buyer will pay Seller for heating fuel/propane on the
272 Property on the date Buyer is entitled to possession, at Seller's supplier's rate. Payment will be handled between Buyer and Seller outside of Escrow.
273 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities prior to the date Buyer is entitled to possession unless the
274 parties agree otherwise in writing.

275 19. EARNEST MONEY DEPOSIT(S): When this Sale Agreement is Signed and Delivered by Buyer and Seller, the following instructions will apply to the
276 handling of the Deposit.

277 The Deposit will be payable and deposited within 3 (three [3] if not filled in) Business Days after the Effective Date (the "Deposit Deadline") as follows (select
278 all that apply):

- 279 Directly with Escrow;
- 280 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing; and/or
- 281 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
- 282 As follows: _____

283 On deposit of the Deposit in accordance with this Agreement, Buyer will take no steps to withdraw or authorize withdrawal of the Deposit, except in accordance
284 with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be considered a breach of this
285 Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to purchase.

286 Caution: The Deposit, payable by the method selected by Buyer above, must be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than
287 5:00 p.m. on the last day of the Deposit Deadline. The failure to do so may result in a breach of this Agreement.

288 If an Additional Deposit is to be paid, it will be handled in accordance with the above-selected instructions, or (Describe): _____
289 _____

290 **Once the Deposit, and Additional Deposit, if any, is/are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further responsibility**
291 **to Buyer or Seller regarding said funds.**

292 20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
293 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
294 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
295 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

296 20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish
297 marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has
298 made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
299 refund will not constitute a waiver of other legal remedies available to Buyer.

300 20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
301 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
302 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
303 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
304 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
305 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
306 a binding liquidated sum, not a penalty.

307 **The Seller's sole remedy against Buyer for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited**
308 **to the amount of earnest money paid or agreed to be paid in this Agreement. Seller's right to recover from Buyer any unpaid earnest money agreed**
309 **to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.**

Buyer Initials / Date 5/23/2022

Seller Initials / Date

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310 **21.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before 06/24/2022 (the "Closing Deadline"). Buyer and
311 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

312 **Caveat:** *If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to the Closing Deadline.*

313 **21.2 THE CLOSING DISCLOSURE:** Pursuant to TRID (defined in Section 7 - Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
314 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
315 (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
316 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
317 **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

318 **21.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
319 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
320 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with**
321 **Escrow prior to Closing.**

322 **22. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
323 or similar legal fiduciary's deed, where applicable) free and clear of all liens of record, except property taxes that are a lien but not yet payable, zoning
324 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
325 accepted by Buyer pursuant to Section 7 (Title Insurance) above. If Buyer's title will be held in the name of more than one person, see Section 33
326 (Offer to Purchase) below regarding forms of co-ownership.

327 **23. POSSESSION:** Possession of the Property will be delivered by Seller to Buyer (*select one*):

- 328 by 5:00 p.m. on the date of Closing;
- 329 by _____ a.m. p.m. _____ days after Closing;
- 330 by _____ a.m. p.m. on (*insert date*) _____ ;

331 Seller will remove all of Seller's personal property (including trash), prior to Closing.

TAXES

332 **24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
333 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering
334 any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

335 **24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold
336 a portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A
337 "foreign person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

338 If FIRPTA applies (that is, if Seller is a foreign person), then even if there is an exemption, Buyer and Seller must ask Escrow to assist the
339 parties with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default
340 under this Agreement.

341 If FIRPTA does not apply (that is, if Seller is not a foreign person), then Seller will deliver to Escrow a Certification of Non-foreign Status provided
342 by escrow that complies with 26 CFR §1.1445-2 (the "Certificate") prior to Closing. If Seller fails to do so, Seller will be presumed to be a
343 foreign person, and the terms of the previous paragraph will apply. Escrow is instructed to act as a "Qualified Substitute" and provide Buyer with a
344 Qualified Substitute Statement that complies with 26 USC §1445(b)(9) at Closing.

345 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either
346 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the
347 parties will equally share any cancellation fees. If due to moving Escrow, this transaction cannot be closed by the Closing Date, the Closing Date will
348 be extended by five (5) Business Days to accommodate the move.

349 Seller's and Buyer's Agents are not experts in FIRPTA and will not act as a transferor or transferee agent or "Qualified Substitute" for purposes of the
350 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
351 related law and regulations. For further information, see www.irs.gov.

Buyer Initials / Date 5/23/2022

Seller Initials / Date

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Sale Agreement # 05232022ALW

Vacant Land Real Estate Sale Agreement

352 25. IRC 1031 EXCHANGE: If Buyer or Seller elects to complete an IRC 1031 exchange in this transaction, the other party agrees to cooperate with
353 them and the accommodator, if any, in a manner necessary to complete the exchange, so long as it will not delay the close of escrow or cause
354 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
355 the Closing of this transaction.

356 26. LEVY OF ADDITIONAL PROPERTY TAXES: The Property (select one): [] is [X] is not specially assessed for property taxes (for example, farm,
357 forest, or other) in a way resulting in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as
358 to income or other conditions required to preserve its deferred tax status. If, as a result of Buyer's actions or the Closing of this transaction, the
359 Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in
360 this Agreement, Buyer will be responsible for and will pay when due, any deferred and/or additional taxes and interest that may be levied against the
361 Property, and will hold Seller completely harmless therefrom.

362 However, if as a result of Seller's actions prior to Closing, the Property either is disqualified from its entitlement to special use assessment or loses
363 its deferred property tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing,
364 Buyer may, at Buyer's sole option, promptly terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing;
365 or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against
366 the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
367 damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

368 27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY: The Agricultural Foreign Investment Disclosure Act of 1978
369 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions and holdings
370 to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their attorney regarding this
371 requirement.

DEFINITIONS/MISCELLANEOUS

372 28. DEFINITIONS: In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:

- 373 Agent means Buyer's and Seller's real estate agents licensed in the State of Oregon.
374 Agreement or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
375 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
376 Business Day means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
377 Closing, Closed, Closing, or Closing Date mean when the deed or contract is recorded and funds are available to Seller.
378 Deposits means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
379 Effective Date means the date when this Agreement has been Signed and Delivered.
380 Firm means the real estate company with which an Agent is affiliated.
381 Notice means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).
382 Notify means delivering a Notice to the other party or their Agent.
383 Signed and Delivered means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other party or
384 their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this Agreement is
385 "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw their acceptance of this
386 Agreement.
387 Smart Home Features means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
388 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
389 devices.

390 29. MISCELLANEOUS:

- 391 (1) TIME. Time is of the essence of this Agreement.
392 (2) NOTICES. Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this
393 Agreement to be delivered to Buyer or Seller may be delivered to their respective Agent with the same effect as if delivered to that Buyer
394 or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with
395 their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or
396 other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed
397 delivered as of the earliest of:

Buyer Initials [Signature] / [Signature] Date 5/23/2022

Seller Initials _____ / _____ Date _____

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Vacant Land Real Estate Sale Agreement

- 398 (a) the date and time the Notice is sent by email or fax;
- 399 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- 400 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
- 401 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement
- 402 but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).
- 403 (4) **TIME ZONES.** Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
- 404 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party
- 405 (or their Agent) to the other party (or their Agent) will have the same effect as Manual Delivery of the signed original. If the parties intend
- 406 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight
- 407 delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.
- 408 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under
- 409 this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 410 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the
- 411 same document.
- 412 (8) **DAYS.** Time calculated in days after the Effective Date will start on the first full Business Day after the Effective Date. If a date is
- 413 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one
- 414 or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- 415 (9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar
- 416 days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

417 **30. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement
418 or interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and
419 all matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability
420 (collectively, "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier
421 termination of this transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is
422 situated. Filing a Claim for arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or
423 statute of ultimate repose, and for purposes of filing a lis pendens.

424 *By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims*
425 *tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.*

426 **31. EXCLUSIONS:** The following will not constitute Claims:

- 427 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- 428 (2) A forcible entry and detainer action (eviction);
- 429 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
- 430 Standards Policies of the National Association of REALTORS®;
- 431 (4) If the matter relates to a commission or fee with an Agent or Firm, and the written listing, service or fee agreement with Buyer or Seller
- 432 contains a mandatory mediation and/or arbitration provision; and
- 433 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will
- 434 not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

435 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the
436 county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.
437 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims
438 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

439 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
440 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

Buyer Initials / Date 5/23/2022

Seller Initials / Date

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Vacant Land Real Estate Sale Agreement

441 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service
442 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding
443 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to
444 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will
445 not be entitled to any award of attorney fees unless it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing
446 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

447 **32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with
448 the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the
449 prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that
450 section.

SIGNATURE INSTRUCTIONS

451 **33. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely
452 filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement
453 made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square footage of any structure or
454 the size of any land being purchased. If square footage or land size is a material consideration, all structures and land should be measured by Buyer prior to
455 signing, or should be made an express contingency in this Agreement.

456 Deed or contract will be prepared in the name of Doug and Ann Westerlund

457 **Co-Ownership Note:** Buyer should secure advice from an expert or attorney regarding different forms of co-ownership and rights of survivorship. Agents
458 are not qualified to provide advice on these issues. Once the form of co-ownership is determined, Buyer should promptly notify Escrow.

459 This offer will automatically expire on (insert date) May 27, 2022 at 5 a.m. p.m. (the "Offer Deadline"). If not accepted by that time, Buyer
460 may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in
461 writing.

462 Buyer ^{DocuSigned by:} Doug Westerlund Date 5/23/2022 _____ a.m. _____ p.m. ←
9229261317002491...

463 Buyer ^{DocuSigned by:} Ann Westerlund Date 5/23/2022 _____ a.m. _____ p.m. ←
9229261317002491...

464 This offer was transmitted to Seller for signature on (insert date) _____ at _____ a.m. _____ p.m.
465 by _____ (Agent(s) presenting offer).

466 **34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of this
467 Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made by
468 Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and
469 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.

470 Seller _____ Date _____ a.m. _____ p.m. ←
City of Warrenton

471 Seller _____ Date _____ a.m. _____ p.m. ←

472 *Note: If delivery/transmission occurs after the Offer Deadline identified at Section 33 (Offer to Purchase) above, this Agreement will not*
473 *become binding on Seller and Buyer unless they agree to extend the Offer Deadline by an Addendum, Counteroffer, or other writing,*
474 *jointly signed by the parties. The parties' failure to do so will be treated as a rejection under Section 35 (Seller's Rejection) below, and this*
475 *transaction will be automatically terminated.*

476 **35. SELLER'S REJECTION/COUNTEROFFER** (select only one):

- 477 Seller does not accept the above offer, but makes the attached counteroffer.
- 478 Seller rejects Buyer's offer.

479 Seller _____ Date _____ a.m. _____ p.m. ←
City of Warrenton

480 Seller _____ Date _____ a.m. _____ p.m. ←

Buyer Initials DS DW Date 5/23/2022

Seller Initials _____ / _____ Date _____

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AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Linda Engbretson, City Manager *LME*
 DATE: June 14, 2022
 SUBJ: PUBLIC HEARING – SALE/TRANSFER OF CITY PROPERTY

SUMMARY

The City of Warrenton is considering the sale/transfer of a city-owned property no longer needed for public purposes. The property in question does not require action under Chapter XI of the City's Charter.

The City has received interest from the VFW, Fort Stevens Local 10580 for the old Hammond Town Hall/Community Library Building located at 861 Pacific Drive in the Hammond District. The City has held a number of discussions on this proposal over the past two years, and most recently held a Town Hall on April 26, 2022 to consider public interest. The general response has been supportive. The City does not have a good funding source to maintain the historic nature of this building. The VFW is able to use the resources of the military, specifically the Army National Guard, to repair and prepare the building for use as it's meeting space and veteran's hall.

The property in question is: TL 81005DC03300 – 861 Pacific Drive – Improvement Only – RMV \$97,733.

The proposed use of the building includes activities related to VFW services to veterans and meeting spaces for both the VFW and the Cub Scouts, and possible meeting space for other non-profit organizations as needed.

The purpose of this public hearing is to take public comment on the proposed sale/transfer of this specific property. Staff recommends a sale in the amount of \$1.00 for the building only. A land lease can be considered at a later date.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the transfer of the old Hammond Town Hall to Fort Stevens VFW, Post 10850, as discussed, with final approval of transfer documents by legal counsel."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

N/A



View of subject property facing north
from 6th Street



View of subject facing northeast
from 6th Street



View of subject facing southeast



View of subject facing southwest



Interior view of subject building



Interior view of subject building



Finance Department Agenda Memorandum

To: The Honorable Mayor and Members of the Warrenton City Commission
 From: April Clark
 Finance Director
 Date: June 14, 2022

Regarding – Consideration of Resolution No.2625 Approving and Adopting Increases to Appropriations for Pass through Payments from Transient Room Tax Collections for the fiscal year ending June 30, 2022

SUMMARY:

Staff is presenting a budget adjustment for your approval in order to amend the current budget to allow for additional spending authority in the Transient Room Tax Fund.

The City of Warrenton collects Transient Room Tax from transient lodging operators and deposits a portion of those taxes into the Transient Room Tax Fund for subsequent distribution to the Chamber of Commerce Visitor Center, the Lower Columbia Tourism Council, and to the Hammond Marina Capital Reserve Fund as set forth in Resolution #2609 (attached). The amount of these taxes are estimated at the time of budget preparation based on historical receipts and the economic information available at the time.

The taxes collected for the first three quarters of Fiscal Year 2021-2022 have shown an average increase of 20% over the same time period in the prior fiscal year. Based on this analysis, the taxes for the final quarter of this fiscal year (April-June) are expected to exceed the remaining budgeted spending authority needed to pass these taxes on to the appropriate tourism organizations and facilities.

RECOMMENDATION:

Staff recommends the following motion:

“I move to approve Resolution No. 2625 Approving and Adopting Increases to the 2021-2022 Budget by Increasing Appropriations for Pass Through Payments from Transient Room Tax Collections.”

ALTERNATIVE:

No alternative is being recommended.

FISCAL IMPACT:

Budgeted revenues are increased by \$30,000 and budgeted expenses are increased by \$30,000 in the Transient Room Tax Fund. There is no overall fiscal impact to the City as the increased appropriations of \$30,000 will be made from the anticipated increased tax collections.

Approved by City Manager: _____

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

RESOLUTION NO. 2609

Describing the Distribution of Transient Room Tax Funds

Repealing Resolution No. 2269

WHEREAS, the City Commission of the City of Warrenton wishes to allocate Transient Room Tax Funds in the following manner:

NOW, THEREFORE, the City Commission of the City of Warrenton resolves as follows:

The City shall deposit 100% of the taxes collected and imposed by Ordinance No. 912-A and its Amending Ordinance No. 1133-A into the accounts designated below and distributed as follows:

1. 24.24% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for a tourist related facility, and subsequent distribution to the Hammond Marina Capital Reserve Fund.
2. 5.84% of the net taxes collected will be deposited into the Transient Room Tax Fund for tourism promotion for the operation of the Chamber of Commerce's Visitor Center operations.
3. 2.00% of net taxes collected by the City will be deposited into the Transient Room Tax Fund for tourist promotion, and subsequent distribution to the Lower Columbia Tourism Council.
4. The City will deposit the balance of the total taxes collected into the appropriate fund (General Fund) in accordance with Oregon Budget Law.

This Resolution shall be effective beginning the first quarter for FY 2021-2022.

ADOPTED by the City Commission of the City of Warrenton this 13th day of July 2021.

APPROVED


Henry A. Balensifer, III, Mayor

ATTEST


Dawne Shaw, CMC, City Recorder

RESOLUTION NO. 2625

Introduced by All Commissioners

**APPROVING AND ADOPTING INCREASES TO THE 2021-2022 BUDGET BY
INCREASING APPROPRIATIONS FOR PASS THROUGH PAYMENTS FROM
TRANSIENT ROOM TAX COLLECTIONS**

Whereas, the City of Warrenton collects transient room taxes from transient lodging providers and passes a portion of those payments to tourism promotion organizations and tourist facilities as required by ORS 320.300-300.350 and

Whereas, the amount to be collected is expected to exceed the budgeted estimate and

Whereas, receipt of these funds are recorded in the Transient Room Tax Fund along with the associated expenditure for pass through to the tourism organizations and tourist facilities

NOW THEREFORE, BE IT RESOLVED that the City Commission of the City of Warrenton hereby adopts the following 2021-2022 budget changes for revenues and expenses for pass through payments, which are expected to exceed the collections estimated at the time of the preparation of the budget:

<u>Transient Room Tax Fund</u>	<u>Existing</u>	<u>Changes</u>	<u>Adjusted</u>
Total Resources	\$ 290,000	30,000	\$ 320,000
Material and Services	290,000	30,000	320,000
Total Expenditures	290,000	30,000	320,000

PASSED by the City Commission of the City of Warrenton this ____ day of _____, 2022

APPROVED by the Mayor of the City of Warrenton this ____ day of _____, 2022

This resolution is effective on June 14, 2022.

Mayor

ATTEST:

City Recorder



**Finance Department
Agenda Memorandum**

To: The Honorable Mayor and Members of the Warrenton City Commission
 From: April Clark
 Finance Director
 Date: June 14, 2022

Regarding: Consideration of Resolution No. 2626 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2022

SUMMARY:

The current rate structure and a history of rental rates is attached. The Community Center has not raised rates since July 1, 2019.

In preparation of the 2022-2023 budget, the Warrenton Community Center Advisory Board recommended a \$2.00 increase to hourly rental rates and a corresponding percent increase to the all day rates, effective July 1, 2022.

The budget committee approved the proposed budget which reflected the recommended Meeting Room with Kitchen and the Meeting Room Only hourly rates to be raised to \$50 and \$40 per hour, respectively with all day rates raised at the same percentages.

On June 28, 2022, the Commission will be asked to adopt the 2022-2023 budget and rates approved by the Warrenton Budget Committee.

Staff has attached Resolution No. 2626, which reflects a recommended 4.2% increase to the current rental rates for the Meeting Room with Kitchen and 5.3% increase for the Meeting Room Only.

RECOMMENDATION:

Move to Conduct the First Reading of Resolution No. 2626 Adopting and Setting Rental Rates and Fees for the Warrenton Community Center effective July 1, 2022.

ALTERNATIVE:

Maintain the current fee structure with no increases.

FISCAL IMPACT:

This rate increase will help support current and future operations and keep pace with inflation.

Approved by City Manager: _____

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

Warrenton Community Center

EXHIBIT 1

RATE STRUCTURE
Effective July 1, 2019

	<u>PER HOUR</u>	<u>ALL DAY RATE</u>
FACILITY RENTAL:		
MEETING ROOM WITH KITCHEN	48.00	431.00
MEETING ROOM ONLY*	38.00	305.00
* (Includes minimal use of kitchen for beverage service)		

(Please see General Rules and Guidelines for further clarification of the above rates)

SUPPLY RENTAL:

SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH

DEPOSITS:

KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT IF ALCOHOL ON PREMISES	125.00	

DISCOUNTS:

LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY: 25%

A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE

A RENTER THAT BOOKS THE FACILITY ON A MONTHLY BASIS FOR A MINIMUM DURATION OF 6 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE

CLEANING FEE:

PER HOUR RATE FOR CLEANING 25.00

CANCELLATION FEES:

Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:

30 days or more notification prior to rental date	100%
29 - 15 days notification prior to rental date	50%
14 - 0 days notification prior to rental date	0%

Warrenton Community Center
Hourly Rates

Effective Date	prior to 1/22/2003	1/22/2003	7/1/2005	7/1/2006	7/1/2007	7/1/2008	7/1/2012	7/1/2013	7/1/2014	7/1/2017	7/1/2018	7/1/2019	Proposed* 7/1/2022
Meeting Room	15.00												
Meeting Room w/kitchen ¹		28.00	28.00	29.00	30.00	31.00	32.00	35.00	40.00	45.00	47.00	48.00	50.00
Meeting Room w/o kitchen ²		17.50	18.00	19.00	20.00	21.00	22.00	25.00	30.00	35.00	37.00	38.00	40.00
Resolution No.	none	2039	2119	2148	2186	2227	2363	2396	2409	2489	2520		
Percentage increase ¹		87%	0%	4%	3%	3%	3%	9.4%	14.3%	12.5%	4.4%	2.1%	4.2%
Percentage increase ²								13.6%	20.0%	16.7%	5.7%	2.7%	5.3%
As proposed by the Budget Committee													
w/kitchen									359	404	422	431	449
w/o kitchen									241	281	297	305	321

RESOLUTION NO. 2626

Introduced by All Commissioners

**ADOPTING AND SETTING RENTAL RATES AND FEES FOR THE
WARRENTON COMMUNITY CENTER**

The City of Warrenton hereby resolves as follows:

WHEREAS, the Warrenton Community Center is a mostly self-supporting special revenue fund of the City of Warrenton, and

WHEREAS, revenues are generated by user fees to sustain operating and some capital costs of the Community Center,

Be it resolved that the Warrenton City Commission hereby adopts the following fees and rates for all users of the Warrenton Community Center. The charges which shall be paid by all users of the Community Center are set forth in Exhibit 1.

This resolution shall become effective July 1, 2022.

PASSED by the Warrenton City Commission this _____ day of _____, 2022

APPROVED by the Mayor of the City of Warrenton this _____ day of _____, 2022

First Reading: June 14, 2022

Second Reading: June 28, 2022

Mayor

ATTEST:

City Recorder

RATE STRUCTURE
Effective July 1, 2022

	<u>PER HOUR</u>	<u>ALL DAY RATE</u>
FACILITY RENTAL:		
MEETING ROOM WITH KITCHEN	50.00	449.00
MEETING ROOM ONLY*	40.00	321.00

* (Includes minimal use of kitchen for beverage service)

(Please see General Rules and Guidelines for further clarification of the above rates)

SUPPLY RENTAL:

SILVER PUNCH BOWL	15.00	
SILVER PLATTER	10.00	
CHAFING DISH SMALL (DOES NOT INCLUDE STERNO)	10.00	
CHAFING DISH LARGE (DOES NOT INCLUDE STERNO)	15.00	
DANCE FLOOR (12' x 12')	60.00	PER DAY
LAMPS	2.50	EACH

DEPOSITS:

KEY	10.00	EACH
CLEANING and CANCELLATION	75.00	
ADDITION TO CLEANING DEPOSIT IF ALCOHOL ON PREMISES	125.00	

DISCOUNTS:

LONG TERM USE OF FACILITY: MONDAY - FRIDAY ONLY: 25%

A RENTER THAT BOOKS THE FACILITY ON A WEEKLY BASIS FOR A MINIMUM DURATION OF 3 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE

A RENTER THAT BOOKS THE FACILITY ON A MONTHLY BASIS FOR A MINIMUM DURATION OF 6 MONTHS MAY TAKE A 25% DISCOUNT. ALL RENTAL FEES FOR THE RENTAL PERIOD MUST BE PAID IN ADVANCE AND ARE NON-REFUNDABLE

CLEANING FEE:

PER HOUR RATE FOR CLEANING 25.00

CANCELLATION FEES:

Upon cancellation, deposits will be refunded based on the following notification dates at the percentage rate stated:

30 days or more notification prior to rental date	100%
29 - 15 days notification prior to rental date	50%
14 - 0 days notification prior to rental date	0%



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Collin Stelzig, P.E., Public Works Director
 DATE: June 14, 2022
 SUBJ: Bid Award – Raw Waterline Project

SUMMARY

On May 26th, 2022, bids were opened for the Raw Waterline Project. Big River Construction, Inc. was the lowest responsive bidder at \$818,110. The updated engineers estimated cost of construction was \$1,005,000.

Attached to this Agenda Memorandum is the recommendation to award letter for this project.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve awarding the contract for the Raw Waterline Project to Big River Construction, Inc. for the amount of \$818,110."

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: _____

Lindie Engstrom

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



21-3108.00

June 1, 2022

Mr. Collin Stelzig, PE
Public Works Director
City of Warrenton
rstelzig@ci.warrenton.or.us

Re: Raw Waterline Replacement Project
Recommendation of Award

Dear Collin:

On May 26, 2022, the City received bids on the above referenced project. A summarized tabulation of the received bids is attached. The tabulation also includes our Opinion of Probable Cost, which was \$1,005,000.

We have reviewed the bids and recommend award of the contract to Big River Construction, Inc. in the amount of \$ 818,110.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

A handwritten signature in blue ink that reads "Andy Miles". The signature is written in a cursive, flowing style.

MURRAYSMITH
Andy Miles, PE
Senior Engineer

ATM

Enclosures: Tabulation of Bids Received

cc: Trisha Hayrynen, Engineering Technician, thayrynen@ci.warrenton.or.us
Project File

City of Warrenton
Raw Waterline Replacement
Tabulation of Bids Received 2:00 PM, May 26, 2022

ITEM NO.	DESCRIPTION	QTY	UNIT	Big River Construction, Inc.		Jesse Rodriguez Construction, LLC		Engineer's Opinion of Probable Cost*	
				UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
1	Mobilization	1	LS	\$ 55,000	\$ 55,000	\$ 80,000	\$ 80,000	\$ 88,000	\$ 88,000
2	Record Drawings	1	LS	\$ 1,500	\$ 1,500	\$ 2,500	\$ 2,500	\$ 5,000	\$ 5,000
3	Construction Survey Work	1	LS	\$ 5,000	\$ 5,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
4	Temporary Work Zone Traffic Control	1	LS	\$ 3,000	\$ 3,000	\$ 1,000	\$ 1,000	\$ 10,000	\$ 10,000
5	Erosion and Sediment Control	1	LS	\$ 20,000	\$ 20,000	\$ 3,500	\$ 3,500	\$ 15,000	\$ 15,000
6	Tree Removal	1	LS	\$ 6,500	\$ 6,500	\$ 7,500	\$ 7,500	\$ 20,000	\$ 20,000
7	24-in HDPE (IPS) DR17 Waterline	2,330	LF	\$ 257	\$ 598,810	\$ 260	\$ 605,800	\$ 280	\$ 652,400
8	18-in DI CL52 Waterline	20	LF	\$ 100	\$ 2,000	\$ 375	\$ 7,500	\$ 330	\$ 6,600
9	16-in DI CL52 Waterline	20	LF	\$ 110	\$ 2,200	\$ 355	\$ 7,100	\$ 300	\$ 6,000
10	24-in Butterfly Valve	1	EA	\$ 13,500	\$ 13,500	\$ 14,691	\$ 14,691	\$ 35,000	\$ 35,000
11	18-in Butterfly Valve	1	EA	\$ 9,000	\$ 9,000	\$ 7,296	\$ 7,296	\$ 31,500	\$ 31,500
12	16-in Butterfly Valve	1	EA	\$ 8,000	\$ 8,000	\$ 5,880	\$ 5,880	\$ 28,000	\$ 28,000
13	2-in Air Release Valve Assembly	2	EA	\$ 10,500	\$ 21,000	\$ 5,795	\$ 11,590	\$ 16,000	\$ 32,000
14	Fire Hydrant Assembly	1	EA	\$ 12,000	\$ 12,000	\$ 8,000	\$ 8,000	\$ 8,500	\$ 8,500
15	Trench Protection and Dewatering	1	LS	\$ 13,500	\$ 13,500	\$ 27,950	\$ 27,950	\$ 10,000	\$ 10,000
16	Connection to Existing Waterline	4	EA	\$ 8,500	\$ 34,000	\$ 19,475	\$ 77,900	\$ 5,000	\$ 20,000
17	Abandon Existing Waterline	1	LS	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 10,000	\$ 10,000
18	Stone Surfacing Pad	850	SF	\$ 6	\$ 5,100	\$ 9	\$ 7,650	\$ 20	\$ 17,000
TOTAL PRICE					\$ 818,110		\$ 893,857		\$ 1,005,000

*Note: Engineer's OPC was \$978,000 at time of Bid Advertisement. Engineer's OPC shown in the tabulation reflects the Addendum No. 3 quantity adjustment of Bid Item No. 7 (increase of 95 LF).



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Collin Stelzig P.E., Public Works Director
DATE: June 14, 2022
SUBJ: Request for Qualifications for Design of E Harbor Water Line

SUMMARY

The 2018 Water Master Plan provided guidance to select water fund capital improvement program projects. Project P-4 in the Water Master Plan is to upsize a 6-inch and 8-inch water main from SE 5th St on SE Marlin Ave to Downtown, with an 18-inch water main. This project was recommended for improving one of the largest fire flow deficiencies and to create a larger diameter transmission network throughout the system.

Public Works proposes sending out Request for Qualifications (RFQ) in order to select a qualified firm to help the City complete this project. Attached with this agenda memorandum is the proposed RFQ.

RECOMMENDATION/SUGGESTED MOTION

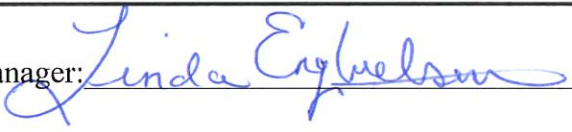
"I move to approve advertising the Request for Qualifications for the engineering design services of the East Harbor to Downtown Water Line Upsize."

ALTERNATIVE

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

FISCAL IMPACT

A portion of this project has been approved by the City Commission and is included in the City of Warrenton 2021-2022 Adopted Budget with the majority of this project included in the 2022-2023 Proposed Budget.

Approved by City Manager:  _____

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



East Harbor to Downtown Water Line Upsize

Requests for Qualifications

June 15, 2022

Linda Engbretson, City Manager

Collin Stelzig, Public Works Director

REQUEST FOR QUALIFICATIONS

East Harbor to Downtown Water Line Upsize

Date of Issue: June 15th, 2022

Proposal Due Date: June 30th, 2022

Tentative City Commission Approval: July 12th, 2022

Table of Contents:

1: Introduction

2: Rules of Preparation

3: Project Overview

4: Scope of Services

5: Proposal Format

6: Selection Criteria

7: Submittal Requirements

8: General RFQ Information

9: Exhibits

1: Introduction

The City of Warrenton is issuing this Request for Qualifications (RFQ) to solicit statements of qualifications (SOQ) from firms or individuals capable of providing the city with a project scope for the design and bid phase services for the East Harbor to Downtown Water Line Upsize (Project). **Exhibit A** includes a location map. This project involves upsizing approximately 4,600 lf of 6-inch and 8-inch pipe with an 18-inch pipe as part of the City's capital improvement program.

This written Request for Qualifications (RFQ) states the scope of the project, requirements, and specifies the general rules for preparing the SOQ.

Your submission should clearly demonstrate how the firm can best satisfy the requirements of the City of Warrenton. The City of Warrenton shall reserve the right to enter an agreement with the firm presenting the proposal that is most advantageous to the City of Warrenton. The final award is subject to the approval of the Warrenton City Commission.

Release of RFQ Document	<u>6/15/2022</u>
Pre-proposal Conference	<u>None</u>
Last day to submit proposals	<u>6/30/2022</u>
Tentative City Commission approval of contract	<u>7/12/2022</u>

2: Rules of Preparation

The submissions must follow the rules and the format established within this RFQ. Adherence to these rules will ensure a fair and objective analysis of all proposals. Failure to comply with any portion of this request may result in rejection of a proposal.

3: Project Overview

Through the 2022-2023 City of Warrenton Capital Improvement Program, the city is requesting qualifications for services to develop engineering design and bid phase services. This Project is part of a fire flow improvement project identified in the City's 2018 Water Master Plan as project P-4.

Exhibit A has a location map of the project. Starting on SE Marlin Ave at SE 5th St to connect to an existing 18-inch pipe and continue onto East Harbor Dr and stopping just before the Skipanon Bridge crossing. SE Marlin Ave and East Harbor Drive are both state highways and ODOT right-of-way.

4: Scope of Services

Latitude is provided to the Consultant for development of the specific tasks that may be included in a Scope of Work; however, the Consultant should consider, at a minimum, incorporating the following items:

1) Project Scoping should at least include the following:

- a) Project Management
- b) Data Collection, Survey and Mapping
- c) Permitting Support
- d) Preliminary Design
- e) Final Design
- f) Bid Phase Services
- g) Construction Phase Services

5: Proposal Format

Proposals should be prepared as simply as possible and provide a straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFQ. Expensive bindings, promotional material, etc., are not necessary or desired.

EMPHASIS SHOULD BE CONCENTRATED ON ACCURACY, COMPLETENESS, AND CLARITY OF CONTENT.

The SOQ should be organized into the following major parts:

Executive Summary- A brief and non-technical narrative describing the project.

Company Background - Information regarding the firm's stability, length of time in business, past history, company size, organization, location.

Responses to Functional Requirements - Responses to the requirements listed in this RFQ must be provided. Notes of explanation or clarification must be included with specific reference to the item in question.

1. Firm (team) Experience (for each firm in the team):

Describe relevant experience in each of the following primary areas of focus:

- a. Familiarity with the City of Warrenton's Water system and service area
- b. Engineering Design Services for replacing water lines
- c. Bid services and Construction management

The firm's experience shall be summarized in a matrix format. In addition, detailed project descriptions of no more than three reference projects. The project descriptions shall be current and limited to a maximum of one full page per project, along with client references and up-to-date contact information (name, title, organization, phone, cell and email).

2. Project Team:

List each member of the proposed Project Team along with their:

- a. Firm affiliation
- b. Area of specialty
- c. Office location
- d. Total years of experience
- e. Years with current firm
- f. Specific involvement/role in projects used as references

One member of the Project Team must be assigned as the Project Manager that will act as the primary client contact and who shall be involved in day to day management of the Project. All resumes shall be included and limited to a maximum of one pages per team member.

3. Project Understanding and Approach:

The Consultant(s) shall state in succinct terms their understanding of what is required by this Request for Qualifications. Describe in narrative or outline form the consultant's approach and technical plan for accomplishing the work of this RFQ including the following:

- a. Describe the sequential tasks to be used to accomplish this project
- b. Indicate all key deliverables
- c. Describe the responsibilities of each person on the project team
- d. List the portion of the work to be subcontracted
- e. Include a list of information required or tasks to be completed by City staff.

Project Schedule: Provide a schedule for completing each task in the Scope of Work, including deadlines for preparing project deliverables.

6: Selection Criteria

The committee evaluating the proposals will base the evaluation on the proposal that will best serve the City of Warrenton at the lowest possible cost.

Each proposal will be reviewed and ranked according to the following criteria:

Criteria	Description	Maximum Points
1	Firm's experience successfully completing similar projects	40 points

	and individual Project Team member experience	
2	References indicating successful projects of this type	20 points
3	Understanding and approach to project	40 points

Procedure When Only One Proposal is received

If a single responsive proposal is received, the applicant shall provide any additional data required by the City to analyze the proposal. The City reserves the right to reject such proposals for any reason.

7: Submittal Requirements

Each responding firm will email the City of Warrenton point of contact shown below affirming they intend to submit a proposal. Include submitting firm’s point of contact information.

All questions regarding this RFQ are required in writing, via email, to:

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

Please prepare and submit an original plus two (2) copies of the Statement of Qualifications (SOQ):

City of Warrenton
Trisha Hayrynen
Engineering Technician
PO Box 250
Warrenton, Oregon 97146
Email: publicworks@ci.warrenton.or.us

All responses must be received no later than 2:00 PM on **June 30th, 2022**. Responses received after this date and time may not be considered. All proposals in response to this RFQ should be clearly marked “City of Warrenton – Request for Qualifications – East Harbor to Downtown Water Line Upsize”

Amendments to the RFQ will be distributed via email only to firms that confirmed their intent to submit a proposal.

8: General RFQ Information

The City of Warrenton reserves the right to reject all proposals, to waive any irregularities in the proposals received, and to accept the proposal that is in the best interest of the City and the public. The issuance of this RFQ and the receipt and evaluation of proposals does not obligate the City to award a contract. Warrenton will pay no costs incurred by Proposers in responding to this RFQ. The City of Warrenton may, in its discretion, cancel this process at any time prior to execution of a contract without liability.

Confidentiality

All information submitted by Proposers shall become and remain the property of the City and, as such, is considered public information and subject to disclosure pursuant to the Oregon Public Records Act, except such portions of the Proposals for which Proposer requests exception from disclosure as being proprietary information exempt from disclosure, consistent with Oregon law.

Identifying the Proposal in whole as a trade secret is not acceptable. Failure to identify a portion of the Proposal as a trade secret shall be deemed a waiver of any future claim of that information as a trade secret. Nondisclosure of documents or any portion of a document submitted as part of a Proposal may depend upon official or judicial determinations made pursuant to the Oregon Public Records Law.

The City will make available to any person requesting information through the City processes for disclosure of public records, any and all information submitted as a result of this RFQ not exempted from disclosure without obtaining permission from any Proposer to do so after the Notice of Intent to Award has been released.

The City accepts no liability for the inadvertent or unavoidable release of any confidential information submitted. If a public record request is made for material marked as proprietary, the City will attempt to notify the impacted Proposer prior to the deadline for release of the material but will not defend against any legal challenge for release. Therefore, claims arising out of any public record request for such information shall be at the Proposer's sole expense if the Proposer wishes to deny or withhold the information.

Cancellation

The City reserves the right to cancel this RFQ or the contract award at any time before execution of the contract by both parties, if cancellation is deemed to be in the best interest of the City. In no event shall the City have any liability for the cancellation of a contract award.

Late Proposals

All Proposals that are not received by the Proposal Due Date and Time will not be considered and will be returned unopened to the Proposer. Electronically mailed or faxed Proposals will not be accepted. Delays due to mail and/or delivery handling, including but not limited to delays within the City's internal distribution systems, do not excuse the Proposer's responsibility for submitting the Proposal to the correct location by the Proposal Due Date.

Disputes

In case of any doubt or differences of opinion as to the items or services to be furnished hereunder, or the interpretation of the provisions of the RFQ, the decision of the City shall be final and binding upon all parties.

Proposer Certifications

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies that:

1. Proposer has carefully examined all RFQ documents, including the draft Professional Services Agreement (attached as **Exhibit B**), all addenda, and all other attachments, fully understands the RFQ intent, is able to perform all tasks as described in the Scope of Work of this RFQ, and the Proposal is made in accordance therewith. Except as otherwise noted as part of the Proposal, Proposer certifies that Proposer is ready, willing, and able to comply with all terms of the attached Professional Services Agreement.
2. Proposer is familiar with the local conditions under which the work will be performed.
3. The Proposal is based upon the requirements described in the RFQ, without exception, unless clearly stated in the response.
4. Proposer accepts all of the terms of the City's Professional Services Agreement and warrants that Proposer will fully meet all of the insurance requirements contained therein. If Proposer wishes to amend or modify any terms of the Professional Services Agreement, such amendment or modification must be stated in particularity in the Proposal. Proposed changes to the draft Professional Services Agreement not stated at the time of proposal submission will not be considered. Changes stated will be considered but may not be agreed upon by the City for contract award. If the City does not agree with such noted changes, Proposer may withdraw the proposed change, or the entire Proposal and the City may elect to award to the next highest ranked Proposer.
5. Proposer certifies, and in the case of sole proprietorship, partnership, or corporation, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of Proposer's knowledge and belief, no elected official, employee, or person whose salary is payable in whole or part by the City has a direct or indirect financial interest in the Proposal, or in the services to which it relates, or in any of the profits thereof, other than as fully described in the Proposer's response to this solicitation.
6. Proposer has examined all parts of the RFQ, including all requirements and contract terms and conditions thereof, and if its Proposal is accepted, the Proposer shall accept the contract documents thereto, unless substantive changes are made in same without the approval of the Proposer.
7. Proposer, if an individual, is of lawful age; is the only one interested in this Proposal; and no person, firm, or corporation, other than that named, has any interest in the Proposal, or in the proposed contract.

8. Proposer has quality experience providing the types of services and duties as described within the Request for Qualifications.

Nondiscrimination

By the act of submitting a Proposal in response to this RFQ, the Proposer certifies, under penalty of perjury, that the Proposer has not discriminated against minorities, women, or emerging small business enterprises in obtaining any required subcontracts.

Warrenton, Oregon, and Federal Requirements

The City of Warrenton intends to select a consultant in accordance with OAR 137-048-0220 and the City's municipal code. Selection of a consultant under this process is not a guarantee of a contract award, nor is the award of a contract for any portion of the work a guarantee of award of a contract for any subsequent work. All work is subject to budgetary and funding constraints of the City of Warrenton.

The selected consultant shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to the work under this contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659.425; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations.

Proposer is subject to the Oregon Workers Compensation Law and shall comply with ORS 656.017, which requires the provision of Workers Compensation coverage for all employees working under this contract. The City of Warrenton's programs, services, employment opportunities, and volunteer positions are open to all persons without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age, marital status, disability, or political affiliation.

9: Exhibits

Exhibit A:



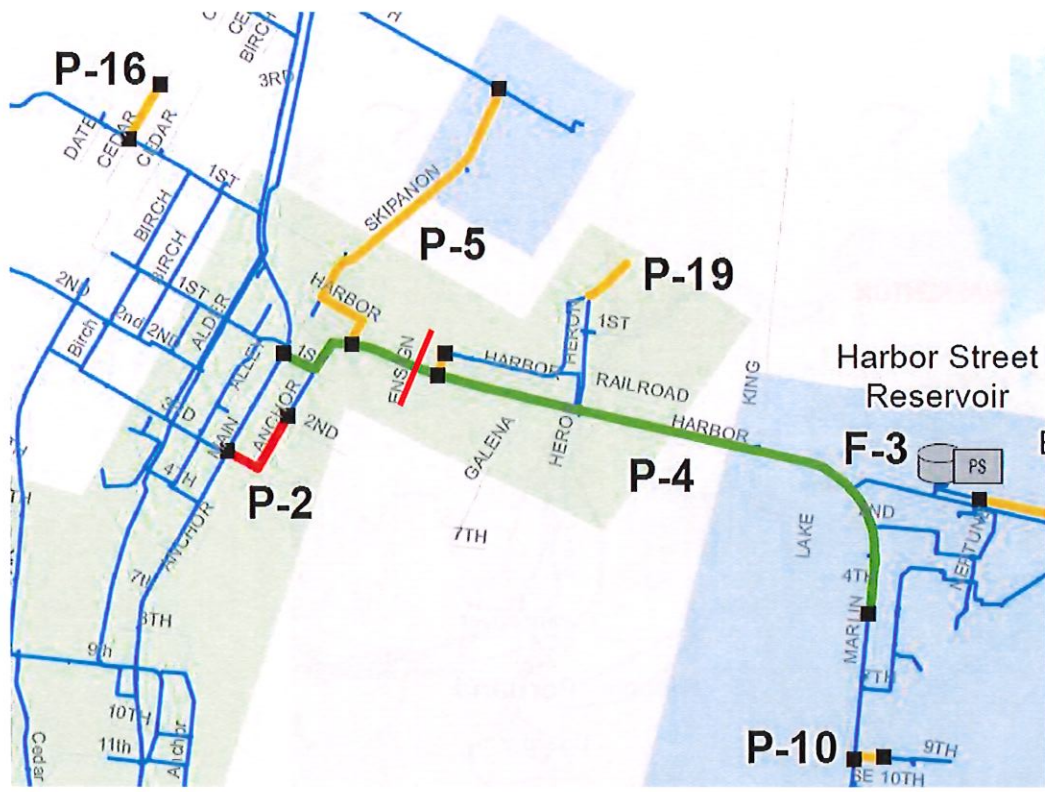


Exhibit B:

Draft - CITY OF WARRENTON

CONTRACT FOR PROFESSIONAL CONSULTING SERVICES

CONTRACT:

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

WITNESSETH

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 _____ 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 \$_____ for performance of (type of professional service);

B. The CONSULTANT will submit a final invoice referencing _____ 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. 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

BY: _____
Henry A. Balensifer, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONSULTANT:

By: _____
Printed Name: _____ Date
Title: _____



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: June 14, 2022
SUBJ: Sewer Rates

SUMMARY

The Budget Committee recommended and approved a 4% sewer rate increase for Fiscal year 2022-2023.

Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title, of Resolution No. 2628; Adopting Sewer Department Rates, Establishing July 1, 2022, as the effective date; and repealing any other resolution in conflict."

ALTERNATIVE

None Recommended

FISCAL IMPACT

The 4% increase is expected to raise approximately \$109,056 in the sewer fund for fiscal year ending June 30, 2023.

Approved by City Manager:

A handwritten signature in blue ink, which appears to read "Linda Engelson", is written over a horizontal line.

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

RESOLUTION NO. 2628
Introduced by All Commissioners

**ADOPTING SEWER DEPARTMENT MONTHLY RATES;
ESTABLISHING July 1, 2022, AS THE EFFECTIVE DATE;
REPEALING ALL OTHER RESOLUTIONS IN CONFLICT**

WHEREAS, the City of Warrenton Sanitary Sewer Department is an enterprise fund and revenues must pay expenses; and

WHEREAS, the City of Warrenton provides sewer services to customers both inside and outside (Shoreline Sanitary district) its city limits; and

WHEREAS, the City of Warrenton needs to update its sewer rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 4% Sewer Department Monthly Rate Increase during its Fiscal Year 2022-2023 Budget Process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1: The Warrenton City Commission hereby adopts the attached schedule of monthly sewer rates, listed in Exhibit A for all users of its municipal sewer service.

Section 2: This resolution shall take effect July 1, 2022.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton this ___ day of _____ 2022.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder

**City of Warrenton
 Monthly Sewer Service Rates
 Effective 7/1/22**

Monthly sewer service rates for customers of the sewer system shall be a combination of the following:

Base Rate: Every unit shall pay a base rate per month, according to customer class. All customers are subject to the monthly "ready-to-serve" base rate:

Base Rate	
Class	Rate
Single Unit	\$ 63.04
Metered	\$ 63.04
Bio-Oregon	\$ 182.06
Warrenton Deep Sea	\$ 68.71
Fort Stevens	\$ 5,182.37
Pacific Coast Seafoods	\$ 229.66
Point Adams	\$ 372.53
Warrenton Boat Yard-Industrial Waste Permitted Use	\$ 95.93
Shoreline Sanitary District	\$ 78.80

Volume Rate: Accounts classified as "metered" sewer customers shall pay a volume rate for every thousand gallons of metered water consumption:

Volume Rate	
Class	Rate
0 to 5,000 gallons:	
Metered	\$ -
5,001 gallons and over:	
Metered	\$ 8.86



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: June 14, 2022
 SUBJ: Water Rates

SUMMARY

The Budget Committee approved a 4% water rate increase for Fiscal year 2022-2023. There are no changes to Exhibit B. Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title, of Resolution No. 2629; Adopting Water Department Rates, Establishing July 1, 2022, as the effective date; and repealing any other resolution in conflict."

ALTERNATIVE

None Recommended

FISCAL IMPACT

The 4% increase is expected to raise approximately \$157,041 in the water fund for fiscal year ending June 30, 2023.

Approved by City Manager:

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

RESOLUTION NO. 2629
Introduced by All Commissioners

**ADOPTING WATER DEPARTMENT RATES AND FEES;
ESTABLISHING July 1, 2022, AS THE EFFECTIVE DATE,
REPEALING ANY OTHER RESOLUTION IN CONFLICT**

WHEREAS, the City of Warrenton Water Department is an enterprise fund and revenues must pay expenses;

WHEREAS, the City of Warrenton needs to update its water rates to keep up with increasing costs and debt service; and

WHEREAS, the Warrenton Budget Committee approved a 4% water rate increase during its Fiscal year 2022-2023 budget process.

NOW THEREFORE, The City Commission of the City of Warrenton resolves as follows:

Section 1: The Warrenton City Commission hereby adopts the attached schedule of water rates, listed in Exhibit A for all user of its municipal water service.

Section 2. The Warrenton City Commission hereby adopts the attached schedule of installation and administrative fees, listed in Exhibit B, for all users of its municipal water service.

Section 3. Any fees, charges taxes or penalties that are assessed, requested, or required by this resolution are deemed by the Warrenton City Commission to not be subject to the limits of Section 11b Article XI of the Oregon Constitution and will be adopted according to Section 1(b)(e) and Section 2 of ORS 310.145.

Section 4. This resolution shall effect rates July 1, 2022.

First reading: June 14, 2022

Second reading: June 28, 2022

ADOPTED by the City Commission of the City of Warrenton this ___ day of _____ 2022.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, City Recorder

City of Warrenton
Monthly Water Service Rates
Effective 7/1/22

EXHIBIT A

Monthly water service rates for customers of the water system shall be a combination of the following:

Base Rate: Every account shall pay a base rate per month, according to the size of the meter, to include a consumption allowance of 2,000 gallons per month. All customers are subject to the monthly "ready-to-serve" base rate, regardless of consumption:

Base Rate				
Meter Size (inches)	Inside City		Outside City	
3/4	\$	32.67	\$	48.95
1	\$	37.85	\$	56.75
1 1/2	\$	50.67	\$	76.00
2	\$	66.11	\$	99.15
3	\$	107.37	\$	161.03
4	\$	153.71	\$	230.54
6	\$	282.36	\$	423.57
8	\$	436.84	\$	655.26
10	\$	617.13	\$	925.70

Volume Rate: Every meter shall pay a volume rate, according to customer class, for every thousand gallons of metered consumption:

Volume Rate		
Range/Customer Class	Inside City	Outside City

0 to 2,000 gallons:

Residential / Multi Family	\$	-	\$	-
Commercial	\$	-	\$	-
Industrial	\$	-	\$	-
Institutional	\$	-	\$	-
Government	\$	-	\$	-
City of Gearhart	\$	-	\$	-

2,001 gallons and over:

Residential / Multi Family	\$	4.63	\$	6.99
Commercial	\$	6.94	\$	10.35
Industrial	\$	8.23	\$	12.38
Institutional	\$	5.64	\$	8.50
Government	\$	8.72	\$	13.07
City of Gearhart	\$	8.72		n/a

EXHIBIT B

City of Warrenton

Water Department Installation and Administrative Fees

INSTALLATIONS

Meter Size	Equivalent Meter Ratios	Capacity Allowance (GPD)	Connection Fee Base Rate*
¾"	1.0	690	\$1,300.00
1"	1.7	1,173	\$1,500.00
1 ½"	3.3	2,277	\$1,148.00
2"	5.3	3,657	\$1,844.00
3"	10.0	6,900	\$3,480.00
4"	16.7	11,523	\$5,812.00
6"	33.3	22,977	\$11,588.00
8"	53.3	36,777	\$18,548.00
10"	76.7	52,923	\$26,692.00

*Actual costs for a full-service connection installation above connection fee base rate will be billed to the applicant after installation is complete.

INSTALLATION ADMINISTRATION FEES

**Connection for which the owner has provided all infrastructure improvements for complete installation other than the meter and tailpiece.

Each subdivision lot for single-family or manufactured dwelling (meter only by City)	¾" \$500.00 ** 1" \$600.00 **
Each living unit in a multi-family dwelling, accessory building, each separate unit in a commercial, industrial, or institutional structure unless each unit has its own separate water meter.	\$178.00
Each RV space (in complex with a master meter)	\$ 136.00
Administrative fees for Requests for Information on water availability not associated with a proposed project or pre-application.	\$ 50.00

SERVICE CALL

Call requested by customer In-City	\$ 20.00
Call requested by customer Outside-City	\$ 30.00
Final Read In-City	\$ 20.00
Final Read Outside-City	\$ 30.00
Emergency After Hours Fee	\$ 150.00

LATE CHARGES

Additional charge for late payment NOT RECEIVED by 5:00 pm on last business day of each month	\$ 3.00
Door hanger penalty on Past-Due Accounts	\$ 33.00
Shutoff penalty on Past-Due Accounts	\$ 120.00

METER REMOVAL

Cancelled Account	\$ 75.00
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VACANCY/VACATION CHARGES

Temporary Billing Suspension Fee - Off	\$ 100.00
Temporary Billing Suspension Fee - On	\$ 100.00

MISCELLANEOUS CHARGES

Lien Searches	\$ 15.00
Returned Payment Fee Payment	\$ 35.00
Inaccessible to Read Penalty (daily)	\$ 100.00
Unauthorized Use Penalty (each)	\$ 1,000.00

HYDRANT METER CHARGES

Hydrant Meter Deposit	\$ 500.00
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AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: June 14, 2022
 SUBJ: Recycling Rates

SUMMARY

The Budget Committee has recommended and approved a recycling rate increase for Fiscal year 2022-2023. Resolution No. 2630 is presented for your consideration. The rate increase is from \$7.80 to \$8.46 monthly, for every other week pickup, effective July 1, 2022.

Rate increase resolutions typically require two readings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title, of Resolution No. 2630; Adopting and Setting New Rates for Residential Recycling Services; Establishing July 1, 2022, as the effective date; and repealing all resolutions in conflict."

ALTERNATIVE

None Recommended

FISCAL IMPACT

If rates are not raised, the City will not recoup costs for recycling fees from Recology Western Oregon for recycling pickup.

Approved by City Manager:

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

RESOLUTION NO. 2630
Introduced by All Commissioners

**ADOPTING AND SETTING NEW RATES FOR RESIDENTIAL
RECYCLING SERVICES; ESTABLISHING JULY 1, 2022, AS THE
EFFECTIVE DATE; AND REPEALING ALL RESOLUTIONS IN
CONFLICT**

WHEREAS, Recology Western Oregon, the City's Residential Recycling Service Provider, is instituting an increase in the residential recycling service rates in the City of Warrenton; and

WHEREAS, the increase requires an adjustment in user rates to meet City of Warrenton recycling expenses in the City's Sanitation Fund; and

WHEREAS, the City of Warrenton Sanitation Department is an enterprise fund and revenues must pay expenses; and

NOW THEREFORE, BE IT RESOLVED that the Warrenton City Commission does hereby adopt the following as its Residential Recycling Rates for the City of Warrenton:

Section 1: The Warrenton City Commission hereby adopts a rate increase for Residential Recycling as listed in Exhibit A for all users of its recycling service.

Section 2: The rate increase will be 8.50%, from \$7.80 to \$8.46 monthly for Residential Recycling Services every other week.

Section 3: This resolution shall effect rates July 1, 2022.

First reading:

Second reading:

ADOPTED by the City Commission of the City of Warrenton this ___ day of _____ 2022.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder

CODE	DESCRIPTION	CURRENT RATE	INC %	INC \$\$	NEW RATE
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COLLECTION SERVICES - BILLED TO CITY MONTHLY RATES

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	4 : 1	3 : 1	2 : 1
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: June 14, 2022
 SUBJ: Business License Fees

SUMMARY

The first reading of Resolution No. 2623 was conducted at the May 24, 2022, City Commission meeting. It is presented this evening for its adoption. Increasing the business license fee from \$60 to \$75 will raise approximately \$11,040. Raising the per employee fee by \$2, from \$5 to \$7 will raise approximately \$7,562; we anticipate approximately \$18,602 in additional revenue for the Warrenton Business License Fund.

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

RECOMMENDATION/SUGGESTED MOTION

"I move to adopt 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, 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.

Approved by City Manager:

Linda Englebertson

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-five dollars (\$75.00)** 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 one (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-five dollars (\$75.00), 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: June 14, 2022

ADOPTED by the City Commission of the City of Warrenton, Oregon, this 14th day of June, 2022.

APPROVED

ATTEST

Henry A. Balensifer, III, Mayor

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Dawne Shaw, City Recorder
 DATE: June 14, 2022
 SUBJ: Candidate Filing Fee Update

SUMMARY

The filing fee for declaring candidacy was set at \$10.00 by ordinance, in 1976 and has not increased since that time. The current filing fee does not adequately cover the cost of staff time to manage the elections process and candidacy applications. Staff recommends increasing the filing fee to \$25.00.

RECOMMENDATION/SUGGESTED MOTION

"I move to conduct the first reading, by title only, of Ordinance No. 1257; An Ordinance Amending Warrenton Municipal Code Chapter 1.16; Setting The Filing Fee For Declaration of Candidacy for City Commission; Updating the Form for Making a Declaration of Candidacy; and Repealing Ordinance No. 849-A."

ALTERNATIVE

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

FISCAL IMPACT

The increased fees will minimally add to the general fund.

Approved by City Manager:

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

ORDINANCE NO. 1257

Introduced by All Commissioners

AN ORDINANCE AMENDING WARRENTON MUNICIPAL CODE CHAPTER 1.16; SETTING THE FILING FEE FOR DECLARATION OF CANDIDACY FOR CITY COMMISSION; UPDATING THE FORM FOR MAKING A DECLARATION OF CANDIDACY; AND REPEALING ORDINANCE NO. 849-A

WHEREAS, the Warrenton City Commission adopted Ordinance No. 629-A on July 12, 1976, setting the filing fee for declaration of candidacy at \$10.00; and

WHEREAS, on May 3, 1989, Ordinance No. 629-A was repealed and replaced with Ordinance No. 849-A, updating the form for making a Declaration of Candidacy, and maintaining the fee at \$10.00; and

WHEREAS, the \$10.00 filing fee does not adequately cover the cost of staff time to process candidacy documents; and

WHEREAS, as authorized by Section 30 of the 2016 Amended Warrenton City Charter, a person may become a candidate by filing a petition, or by an alternate method of making and filing his or her declaration of candidacy in a form prescribed by the commission with the auditor of the City of Warrenton not less than 65 days before the day fixed by law for said election, providing said candidate accompanies his or her declaration with the filing fee, the sum of which shall be set by the city commission.

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. Amend Warrenton Municipal Code, Chapter 1.16 Declaration of Candidacy to read as follows:

1.16.010 Filing Fee. The filing fee for declaration of candidacy as prescribed and authorized by the Warrenton City Charter, is hereby fixed at the sum of \$25.00.

1.16.020 Declaration of candidacy. The form for the declaration of candidacy will be Candidate Filing form SEL 101, as prescribed by the State (ORS 249.031), indicating whether the candidate is filing by fee or by petition.

Section 2. Ordinance No. 849-A is hereby repealed.

Section 3. This Ordinance shall take effect September 1, 2022.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of _____, 2022.

Approved

Attest

Dawne Shaw, CMC, City Recorder

Henry A. Balensifer III, Mayor



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Linda Engbretson, City Manager *yme*
DATE: For the Agenda of June 14, 2022
SUBJ: Engineering Services Agreement

SUMMARY

The City has had a contract with A.M. Engineering for third-party engineering review for development projects.

Per ORS 279C.115 related to public contracting for services of consultants, and the City's Public Contracting Ordinance, No. 1076-A; the City may award a personal service contract for continuation of work up to \$150,000 without competition if the prior work was done under a contract awarded under a competitive process. The City originally solicited proposals under a competitive process and awarded a contract to A.M. Engineering. The City has two other engineering firms we work with on a rotating basis or when conflicts arise.

RECOMMENDATION/SUGGESTED MOTION

Staff requests approval of a continuation of work contract with A.M. Engineering for an amount not-to-exceed \$50,000. The cost is a pass through and paid for by applicants.

"I move to authorize the continuation of work contract with A.M. Engineering for an amount not-to-exceed \$50,000."

ALTERNATIVE

As deemed appropriate by the City Commission.

FISCAL IMPACT

As part of the development review process, A.M. Engineering is asked to estimate a scope of work, timeline, and review hours to complete engineering review of a development application.

The City requires a deposit from the applicant to pay for the estimated cost and bills or refunds the applicant as appropriate.

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

CONTRACT:

This Contract made and entered into this ____ day of _____, 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY", and A.M. Engineering, 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'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. Contract is valid for one year. Extensions can be granted by mutual agreement of Consultant and City in writing.

2. COMPENSATION

A. The CITY agrees to pay CONSULTANT a total not-to-exceed price of \$50,000.00 for performance of professional engineering services;

B. The CONSULTANT will submit a final invoice referencing each project separately 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. 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 Linda Engbretson, 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 Adam Dailey, P.E.

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: _____
Linda Engbretson, City Manager Date

By: _____
Printed Name: _____ Date
Title: _____

ATTEST: _____
Dawne Shaw, City Recorder Date

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 3rd, 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 3rd 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
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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 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 Characterisitcs							
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

Size	Collection Fee
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.