



City of Warrenton City Commission
Regular Meeting Agenda
Tuesday, December 9, 2025 – 6:00 PM
City Hall, 225 S. Main, Warrenton, OR 97146

The meeting will be broadcast via Zoom at the following link

<https://us02web.zoom.us/j/5332386326?pwd=VHNVVXU5blkxbDZ2YmxlSWpha0dhUT09#success>

Meeting ID: 533 238 6326 | Passcode: 12345 | Dial-in Number: 253-215-8782

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

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

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

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Employee Recognition – City Recorder Dawne Shaw**
4. **Consent Calendar**
 - A. City Commission Minutes 2025.11.25
 - B. Community Center Advisory Board Minutes 2025.10.15
5. **Reports and Presentations**
6. **Commissioner Reports**
7. **Public Comment**
8. **Public Hearings**
 - A. Public Hearing Appeal of SUB-25-1, V-25-1 (Neahring)
9. **Business Items**
 - A. Consideration of Neahring Rezone; Ordinance No. 1299 Second Reading and Adoption
 - B. Consideration of Ordinance No. 1298; Providing for Rules & Regulations for Water Department - Second Reading
 - C. Consideration of Resolution No. 2711; Sanitation Rates Adjustment
 - D. Request for Qualification: Qualified Pool Annual Renewal
 - E. Request to Purchase a Side-Loading Refuse Vehicle

- 10. Discussion Items**
- 11. Good of the Order**
- 12. Executive Session**
- 13. 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 Hanna Bentley, City Recorder, at 503-861-0823 at least 48 hours in advance of the meeting so appropriate assistance can be provided.



City of Warrenton City Commission Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, November 25, 2025

1. City Commission meeting called to order at 6:00 pm.

2. Pledge of Allegiance

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Mike Moha	X	
Paul Mitchell	X	
Henry A. Balensifer III, Mayor	X	

Staff Members Present	
City Manager Esther Moberg	City Recorder Dawne Shaw
Public Works Director Kevin Gorman	Fire Chief Brian Alsbury
Police Chief Mathew Workman	Finance Director Jessica Barrett
Deputy City Recorder Hanna Bentley	

3. Consent Calendar

*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.

- A. City Commission Meeting Minutes 2025.10.28
- B. Marina Advisory Committee Meeting Minutes 2025.09.15
- C. Warrenton Marina CIP Camera Replacement & Replacement
- D. Water Master Plan Approval Notice
- E. Police Department Monthly Report – Oct. 2025

Motion:	Move to approve the consent calendar as presented.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

4. Commissioner Reports

Commissioner Sollaccio noted the new Christmas lights and the help from Pacific Power, Young River Tree Service and the scouts. She noted the upcoming Winter Walk and provided an update on recent meetings she has attended.

Commissioner Moha noted he attended the Lexington Memorial event.

Mayor Balensifer provided an Oregonians for floodplain protection update and noted the crab pot Christmas tree lighting.

5. Public Comment

Tony Faletti commended the garbage truck driver for his work on a stormy day and stated he is glad to see the contract for the Seafarer's Park repairs.

6. Public Hearings

A. Residential Development Rezone - Neahring:

Mayor Balensifer opened the public hearing on the Residential Development Rezone, Ordinance No. 1299. Formalities followed. Commissioner Moha recused himself, ex parte, from the hearing due to him being the chair on the Planning Commission. No other conflicts of interest or ex parte contact were reported. City Manager Esther Moberg presented the staff report. The applicant did not wish to make a presentation. Mayor Balensifer asked for clarification on the zone; Moberg responded. Brief discussion followed; the applicant, Adam Neahring clarified on the acreage and the surrounding zones.

Mayor Balensifer asked for public comments. No one spoke in support of the application; Lesa Depiero spoke in opposition and had questions regarding the cost to neighboring properties; Preston Errett noted Depiero spoke on his behalf. There were no further comments in opposition or neutral. There being no further comments, Mayor Balensifer closed the public comment period. There being no further questions or comments, he closed the public hearing. Brief discussion followed.

Motion:	Move to conduct the first reading, by title only, of Ordinance No. 1299.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha				X
	Mitchell	X			
	Balensifer	X			
Passed:	4/0				

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1299; an Ordinance Amending the City of Warrenton Zoning Map to Reclassify the Zoning of Tax Lots 81020AA00400 and 81020AA00738 from Residential Growth Management to Medium Density Residential.

8. Business Items

A. Proclamation – Jeanne Maddox:

Mayor Balensifer discussed a proclamation honoring Jeanne Maddox for her contributions.

Motion:	Move to adopt a proclamation for Jeanne Maddox to be delivered December 7 th .				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

B. Consideration of Ordinance No. 1298; Providing for Rules & Regulations for Water Department:

Finance Director Jessica Barrett presented Ordinance No. 1298. She noted the ordinance is only updating one section of the water code.

Motion:	Move to conduct the first reading of Ordinance No. 1298 by title only.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the first reading, by title only, of Ordinance No. 1298; providing for rules and regulations for City of Warrenton Water Department and all areas served by the municipal water department outside Warrenton's city limits; requiring installation of water meters; repealing any other water ordinances or resolutions or parts thereof in conflict herewith; providing a penalty for violation of any terms and conditions herein.

C. Consideration of Ordinance No. 1297; Renaming NE Iredale to NE Isobar:

City Recorder Dawne Shaw reviewed the staff report and presented Ordinance No. 1297 for its second reading and adoption.

Motion:	Move to conduct the second reading of Ordinance No. 1297 by title only.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balensifer conducted the second reading, by title only, of Ordinance No. 1297; renaming NE Iredale Avenue in the City of Warrenton.

Motion:	Move to adopt Ordinance No. 1297.				
Moved:	Sollaccio				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

D. Consideration of Resolution No. 2711; Sanitation Rates:

Public Works Director Kevin Gorman discussed sanitation rates. Mayor Balensifer asked about the delay in receiving the study rate; Moberg responded. Discussion followed on the rate increase and the need for a full rate study.

Motion:	Move to conduct the first reading, by title, of Resolution No. 2711.				
Moved:	Poe				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Mayor Balenisfer conducted the first reading, by title only, of Resolution No. 2711; Adopting and Setting Rates for Sanitation Services and Repealing Resolutions No. 2126 and 2219, and any others in conflict.

E. Consideration of Hammond Marina Grant Award Acceptance:

City Manager Esther Moberg stated that the Harbormaster could not make the meeting and

reviewed the staff report noting that the grant funds are from the Oregon State Marine Board and Oregon Department of Fish and Wildlife in the total amount of \$520,000 for the Hammond Marina Center Launch Dock.

Motion:	Move to authorize the acceptance of grant funds from Oregon State Marina Board and Oregon Fish and Wildlife.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

F. Consideration of Advisory Committee Nominations:

Mayor Balenisfer discussed his nominations for various advisory boards and committees. He noted the need to further discuss the community center board due to lack of applicants/interest and that there will be an all applicant meeting for the Parks Advisory Board applicants.

Motion:	Move to appoint David Burkhart to position 3; Carla Gonzalez to position 4 and Brooke Terry to position 6 on the Planning Commission and setting terms of office as provided in the letter.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Motion:	Move to appoint Grant Lehman to position 1 on the Warrenton Budget Committee.				
Moved:	Poe				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

Motion:	Move to appoint Jenifer Fowler to position 3 on the Warrenton Marina Advisory Committee.				
Moved:	Sollaccio				
Seconded:	Mitchell	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

G. Consideration of SeaWestern MagneGrip Diesel Exhaust Removal System:

Fire Chief Brian Alsbury requested to purchase a diesel exhaust system. He noted this is a current fiscal year CIP project.

Motion:	Move to authorize the mayor's signature on the contract for the MagneGrip Diesel Exhaust System by SeaWestern.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

H. Consideration of Seafarer's Park Bank Stabilization Contract Award:

Gorman requested approval to award the contract the Seafarer's Park bank stabilization project to Earthworx Excavation, LLC.

Motion:	Move to award the Seafarer's Park bank stabilization project construction contract to Earthworx Excavation, LLC in the amount of \$336,840.00 and authorize a 10% contingency, for a total not-to-exceed amount of \$370,524.00.				
Moved:	Poe				
Seconded:	Sollaccio	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			

	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

I. Consideration of CIP Purchase of CCTV Truck Equipment:

Gorman requested approval to purchase new CCTV retrofit equipment for the City's inspection trailer in the amount of \$64,802.97. Discussion followed on uses and life expectancy of the equipment.

Motion:	Move to approve the sole-source purchase of CCTV retrofit equipment from Q Cues totaling \$64,802.97.				
Moved:	Mitchell				
Seconded:	Poe	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

J. Consideration of Consor America Contract Amendment 2; Hammond Transmission Waterline:

Gorman discussed amendment No. 2 for the contract with Consor for the Hammond Transmission Waterline project phase 1 in the amount of \$30,352 for a revised total contract amount of \$457,183. There was brief discussion on utilizing Clatsop Alerts for water main breaks and shutoffs.

Motion:	Move to approve Amendment No. 2 to the professional services contract with Consor for the Hammond Transmission Waterline project.				
Moved:	Poe				
Seconded:	Moha	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

9. Discussion Items - None

10. Good of the Order

Commissioner Mitchell noted the amazing job that Spruce Up Warrenton is doing.

Commissioner Moha noted the upcoming “Stuff the bus” at Fred Meyers.

Commissioner Sollaccio thanked Chief Workman for his assistance with the putting up Christmas lights. She also noted grants Spruce Up Warrenton applied for and commented on recent ICE raids.

Commissioner Poe thanked the City Manager for her work on Battery 245.

Commissioner Mitchell noted he reviewed the city charter and would like to see it updated.

Mayor Balensifer thanked Commissioner Moha for attending the Lexington memorial and noted other recognitions; he echoed Mitchell’s comments on volunteers; and noted the Battery 245 opening.

At 7:11 pm, Mayor Balensifer recessed the regular meeting and announced an executive session.

11. Executive Session

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

12. Adjournment

There being no further business, Mayor Balenisfer adjourned the meeting at 7:18 pm.

Respectfully prepared and submitted by Hanna Bentley, Deputy City Recorder.

Approved:

Attest:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder



City of Warrenton Community Center Advisory Board Minutes

City Hall, 225 S. Main Warrenton, OR 97146
Wednesday October 15, 2025

1. Community Center Advisory Board meeting called to order at 4:32 pm.

Members	Present	Excused
Debbie Little, Chair	x	
Kenneth Stranding	x	
Penny Morris, Secertary	X	
Carol Snell	X	

Staff Members Present	
Finance Director Jessica Barrett	x

2. Consent Calendar

*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.

A. Meeting Minutes

Motion:	Move to approve the consent calendar as presented.				
Moved:	Carol				
Seconded:	Penny	Aye	Nay	Abstain	Recused
Vote:	Little	x			
	Stranding	x			
	Morris	X			
	Snell	X			
Passed:	4/0				

3. Reports

A. Finance Department Community Center Annual Report

- Jessica is trying to get quotes for maintenance.
- DHS contract ends December 31, 2025
- Income has increased due to DHS rental
- Looking for a CC facility cleaner

4. Public Comment

None

5. Business Items:

A. Breakfast with Santa: Breakfast with Santa Dec 14th / Set up Saturday Dec 13th at 10am

1. reviewed our volunteer list and duties they will have

- Raffel is taken care of with 2 people
- Cashier – 1 – Carla
- Santa is Bert
- 3. Reviewed the donation letter and flyer
- 4. Went over the business list and deliver letters if possible
- 5. Decorate Christmas tree – December 8th
- 6. Social Media / Schools – Facebook / email to schools

Penny submitted her resignation letter effective Jan 2026

Carol said she will write her resignation letter and bring it at the next meeting

Next meeting will be November 19, 2025, at 4:30pm at City Hall

6. Adjournment

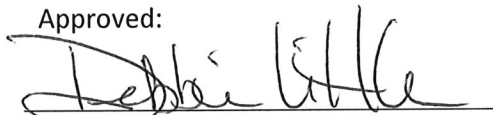
There being no further business, Chair Little adjourned the meeting at 5:04pm.

Attest:



Penny Morris, Secertary

Approved:



Debbie Little, Chair

Warrenton Urban Renewal Advisory Committee By-Laws

Article I Name

This Committee, being duly and officially established by the City of Warrenton Commission, shall be known as the Warrenton Urban Renewal Advisory Committee, herein after referred to as "The WURAC".

Article II Goal

Pursuant to the following By-Laws, The WURAC is charged with the task of advising the Warrenton Urban Renewal District and the City of Warrenton Commission on all matters pertaining to the encouragement of infill, rehabilitation and redevelopment that is consistent with the Comprehensive Plan and Zoning Regulations adopted by the Warrenton City Commission as well as the Warrenton Urban Renewal District Plan.

Article III Function Of The WURAC

The primary function of The WURAC shall be to advise the Warrenton Urban Renewal District and the City of Warrenton Commission on all matters regarding the duties and performance of established goals of the Warrenton Urban Renewal District.

Article IV Board Of Directors

Section 1: The Board of Directors' potential new members shall be recommended by The WURAC and ratified by the Warrenton Urban Renewal District and the City of Warrenton Commission.

Section 2: The Board of Directors shall meet monthly if needed, but at a minimum 4 times per fiscal year.

Section 3: Members of the Board of Directors shall be given five (5) days advance notice for regular or special meetings.

Article V

Officers

Section 1 - Conditions: The Officers of The WURAC shall consist of the Chairperson and Vice Chair and a designated staff Secretary.~~Secretary.~~ The Chairperson may not hold the office of the Secretary. Officers shall hold office for one (1) year and be elected by the Board of Directors ~~at the annual meeting to be held in June in December~~ and start serving in the capacity of officer ~~July-January~~ 1 through ~~June-30-December 31~~ of the following year. They may be elected to one additional term for the same position previously held.

Section 2 - Chairperson: The Chairperson shall preside at all board meetings. The Chairperson shall enforce the By-Laws of The WURAC, and provide general supervision and leadership. The Chairperson shall work with the Warrenton Urban Renewal District staff to provide the committee members with any necessary interpretation of policies, rules, regulations and requirements regarding the Warrenton Urban Renewal District.

Section 3 - Secretary: The Secretary shall write and keep (or cause to be written and kept) the Minutes of all board meetings of the committee, be responsible for all correspondence and notification to members of all meetings, their time and place. All records of The WURAC shall be maintained by, and on file at the City of Warrenton.

Section 4: In the absence of the Chairperson, the ~~Secretary~~ Vice Chair shall preside. In the absence of both, the Chairperson may appoint someone from the board to preside over the meeting or, barring that, the Secretary may preside.~~the Chairperson may appoint someone from the board to preside at the meeting.~~

Article VI

Terms Of Office Of The Board Of Directors

Section 1: All members of the Board of Directors shall serve until the sunset of the Urban Renewal District August 28, 2027. ~~All members of the Board of Directors shall serve a term of two (2) years with the terms of Positions 1, 2 and 3 expiring on December 31 of even-numbered years and the terms of Positions 4, 5, 6, and 7 expiring on December 31 of odd-numbered years. Members must either reside or own property in the City of Warrenton. Any member may apply for re-appointment to The WURAC.~~

Section 2: The Board of Directors shall have the power to fill board positions that have been vacated by submitting nominations for approval to the Warrenton Urban Renewal District. It shall be the duty of members of the Board of Directors to inform new members of the role and responsibilities of the Board of Directors.

Section 3: The Board of Directors shall consist of seven (7) members.

Section 4: The board may declare the office of a board member vacant if it finds any of the following:

- A. The incumbent has died or resigned.
- B. The incumbent has ceased to be a member of The WURAC.
- C. The incumbent has ceased to discharge the duties of office for two (2) consecutive meetings of the board, unless prevented therefrom by sickness or other unavoidable cause or unless excused by the Chairperson of the board.

Article VII

Budget

The members of the WUR Advisory Committee may make recommendations to the WUR District Board on budget issues. The WUR Advisory Committee shall review the annual budget prior to adoption by the WUR District Board and make recommendations to the WUR District Board. The Annual budget is required to be approved by the WUR District Board and submitted to the Warrenton City Commission for final approval. The City Manager and Finance Director shall follow city fiscal policies as it relates to the WUR District budget.

Article VIII

Quorum

A quorum consisting of four (4) board members must be present to transact any business at a meeting.

Article IX

Parliamentary Procedure

All questions of parliamentary procedure shall be determined according to the latest version of Roberts' Rules of Order.

Article X

Amendments

Section 1: The Board of Directors, by a majority vote of those attending any meeting, called for that purpose, may alter, amend, add to or repeal these By-Laws, provided that notice of the proposed change shall have been mailed not less than five (5) days prior to the meeting. The

Warrenton Urban Renewal District and the Warrenton City Commission must approve all changes, amendments, or additions to the By-Laws.

Section 2: These By-Laws, when adopted, shall supersede and annul all previous constitutions and By-Laws, and such previous instruments shall have no further force and effect.

Article XI Savings Clause

The WURAC hereby declares that it has adopted these By-Laws and each section, sub-section, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more section, sub-section, phrases, clauses, or portions be or be declared to be invalid, unenforceable or unconstitutional. And if a section, sentence, clause, phrase or portion of these By-Laws is, for any reason held to be invalid, unenforceable or unconstitutional by any court, such decision shall not affect the validity of the remaining portions of these By-Laws.

Approved by a majority vote of The WURAC:

Approved by the Warrenton Urban Renewal District:

Adopted by the Warrenton City Commission:



Warrenton City Commission Public Comment Form

Name: Tony Faletti

Address: 375 Alt. Hwy 101 PO Box 188 Warrenton, OR 97146

Email: _____

Does your comment have to do with an agenda item? (Y or (N)) _____

Briefly describe your topic: recognize city recorder, thanks
to all public safety officials for efforts during storm

Please give this card to the city recorder prior to the meeting

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



Warrenton City Commission Public Comment Form

Name: Rick Newton
Address: 765 SW 8th Warrenton
Email: rick@eyeofnewton.net
Does your comment have to do with an agenda item? (Y or N) Y
Briefly describe your topic: Education

Please give this card to the city recorder prior to the meeting

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



Interrupting is one of the most common conversational gambits in our American society. **It is not allowed at meetings run according to Robert's Rules of Order.**

We see and hear interruptions all the time. Parents interrupt children, employers interrupt their subordinates, men interrupt women (and occasionally, though less often, women interrupt men). Let's put a stop to it!

Interrupting = disrespect

Interrupting is a basic sign of disrespect. It puts the clamps on free expression. The person interrupting is perceived as dominant and the person being interrupted is the victim. It shouldn't happen.

In discussing this topic on page 383-384, Robert's Rules of Order Newly Revised, 11th edition (RONR) says that **when a member**

has been assigned the floor and has begun to speak, he cannot be interrupted by another member.

Robert's Rules says further that the chair may not interrupt a speaker, even if he knows more about the subject than the speaker does (p. 44). Would that all chairs took this to heart!

Interrupting – an exception

There is an exception to this rule. If someone saying something completely off the wall, negative, and breaking the rules of courtesy, the chair should stop them, or a member should interrupt to make a *Point of Order*. In that case, it is OK and indeed a good thing to interrupt.

There are other exceptions

Robert's Rules allows interrupting a speaker in a few other instances (see RONR, pp. 383-384 and tinted pages 40-41). These are far different, however, from our ordinary conversational type of interrupting. **The basic rule is, don't interrupt another speaker. If you are interrupted, make a Point of Order.**

Once recognized, the speaker cannot be interrupted except by the chairperson.

According to Robert's Rules of Order, a person who has been recognized by the chair and is speaking ("has the floor") should not be interrupted by other members, except in very limited circumstances like raising a "point of order" or a "question of privilege" which are considered urgent matters requiring immediate attention; the chair is responsible for maintaining order and ensuring the speaker is not interrupted without a valid reason.

Key points about interruptions in Robert's Rules:

- **No interruptions generally:**
->**Once someone is recognized by the chair, they should be allowed to speak without interruption** unless there is a critical issue that needs immediate attention.
- **Chair's responsibility:**
->The chair is responsible for managing interruptions and should only allow them if they are deemed necessary and appropriate.
- ->The chair has the responsibility to maintain order and can intervene **to stop disruptive behavior or comments that violate decorum.**

Privileged motions:

Certain motions, like "points of order" or "questions of privilege," may allow a member to interrupt a speaker if they are related to a procedural issue or a personal matter that needs immediate attention.

No interrupting to ask questions:

While a member may want to ask a question, they should

normally wait until the speaker finishes before seeking clarification.

- ->Exceptions for serious issues:

In exceptional situations where someone is speaking out of line or violating the rules of courtesy, the chair may interrupt to address the situation.

=====

- Here are some tips for using Robert's Rules of Order:
- Follow the agenda
- Let members speak once before allowing them to speak again
- Guide the group back to the agenda when discussions go off-track
- ->Model courtesy and respect
- Encourage members to present motions positively
- ->Give each speaker your undivided attention
- Allow a consensus to have the final authority of the group
-

=====

Here are five tactics to be used to be heard:

1. Keep talking. One of the most important things you can do when you're constantly interrupted is to continue talking. ...
2. Use your body language. ...
3. **Call them out--then call them in. ...**

Interrupting is not allowed at meetings

September 7, 2018 / Ann Macfarlane



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Esther Moberg, City Manager
Item Name: Public Hearing Appeal of SUB-25-1, V-25-1 (Neahring)

Summary:

BACKGROUND

On October 13, 2025, the Planning Commission approved SUB-25-1 and V-25-1, a consolidated application relating to a 12-lot subdivision to be completed in two phases and a variance to allow construction of detached single-family residences along the east side of SW Kalamia Ave on approximately 1.42 acres.

On October 17, 2025, Will Caplinger submitted a notice of appeal of said decision pursuant to Warrenton Municipal Code (WMC) 16.208.050 (Attachment 1).

PUBLIC PROCESS, PROCEDURES, AND PUBLIC NOTICE

Notice of the appeal hearing was sent to all neighboring properties within 200 feet, as well as the applicant and appellant, on November 14, 2025 and published in the Astorian on November 18, 2025.

SUMMARY

The appellant raises five issues on appeal. Four relate to the criteria for approval of the variance. The staff findings in the attached staff report demonstrate that each of these criteria are met. The fifth appeal issue relates to issues outside the scope of this appeal and the underlying application.

CONCLUSION AND RECOMMENDATION

Based on the foregoing, staff recommends denial of the appeal and affirmation of the Planning Commission decision (Attachment 2) based on the additional findings set forth above.

Recommendation/Suggested Motion:

"Based on the findings and conclusions in the October 13, 2025 Planning Commission decision, and the substitute and supplemental findings included in the November 21, 2025 staff report, I move to deny the appeal and approve SUB-25-1 and V-25-1, subject to the conditions of approval in the October 13, 2025 Planning Commission decision."

Alternative:

"I move to tentatively approve the appeal, deny SUB-25-1 and V-25-1, and direct staff to prepare denial findings for consideration at the City Commission meeting on [DATE]."

Fiscal Impact:

Attachments:

1. Staff Report
2. AP-25-1 Caplinger V-25-1 and SUB-25-1 NOTICE OF APPEAL TO THE CITY COMMISSION

3. SUB-25-1 Neahring Kalmia Type III Notice of Decision Signed
4. 8.A Kleinman Comments
5. 8.A Caplinger Comments



City of Warrenton

STAFF REPORT

TO: Warrenton City Commission
FROM: Josh Soper, Beery, Elsner & Hammond, LLP
DATE: November 21, 2025
SUBJ: Appeal of SUB-25-1, V-25-1 (Neahring)

BACKGROUND

On October 13, 2025, the Planning Commission approved SUB-25-1 and V-25-1, a consolidated application relating to a 12-lot subdivision to be completed in two phases and a variance to allow construction of detached single-family residences along the east side of SW Kalamia Ave on approximately 1.42 acres.

On October 17, 2025, Will Caplinger submitted a notice of appeal of said decision pursuant to Warrenton Municipal Code (WMC) 16.208.050 (Attachment 1).

PUBLIC PROCESS, PROCEDURES, AND PUBLIC NOTICE

Notice of the appeal hearing was sent to all neighboring properties within 200 feet, as well as the applicant and appellant, on November 14, 2025 and published in the Astorian on November 18, 2025.

SUMMARY

The appellant raises five issues on appeal. Four relate to the criteria for approval of the variance. The staff findings below demonstrate that each of these criteria are met. The fifth appeal issue relates to issues outside the scope of this appeal and the underlying application.

CODE PROVISIONS, APPEAL ISSUES, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this appeal include:

WMC 16.136 – Public Facilities Standards

WMC 16.272 – Variance criteria

Additional WMC chapters relevant to the underlying application, but not to issues raised on appeal, include:

WMC 16.32.020, 16.32.040 and 16.32.050 – Medium-Density Residential District

WMC 16.112 – GM zone development standards

WMC 16.120 – Design Standards: Access & Circulation

WMC 16.124 – Design Standards: Landscaping, Street Trees, Fences, and Walls

WMC 16.128 – Design Standards: Vehicle & Bicycle Parking

WMC 16.140 – Stormwater & Surface Water Management Standards

WMC 16.152 – Grading and Excavation Standards

WMC 16.212 – Site Design Review Application & Review Procedures

WMC 16.216 – Subdivision Preliminary Plat Review

The issues raised in the notice of appeal, together with staff responses and proposed findings, are

as follows:

Appeal Issue 1: WMC 16.272.020(B): The request is necessary to make reasonable use of the property. There will be an unreasonable economic impact upon the person requesting the variance if the request is denied.

Appellant Argument: This Criterion does not contain a legal Finding, only a statement of four conditions requiring “1) a rezone, 2) widening of Kalmia Avenue, 3) a fire turnaround at the north end of Kalmia Avenue, and 4) a secondary fire-emergency access agreement.” The Findings fail to provide evidence why the request is necessary to make reasonable use of the property.

Staff Finding (replaces findings on this criterion in the Planning Commission decision):

The application is for a variance to WMC 16.136.020(M), which provides in relevant part that “A dead-end street shall be no more than 200 feet long” and “shall not provide access to greater than 18 dwelling units.” Kalmia Ave. is a dead-end street that provides primary access to the subject property. This street already exceeds 200 feet in length and already serves in excess of 18 dwelling units. The west side of the street is already developed with dwelling units; this application concerns development of the east side of the existing street.

As relevant here, “reasonable use of the property” is interpreted to include developing the subject property in a manner allowed within the applicable zone, similar to existing development on adjacent properties (i.e. dwelling units), and with access through the existing City street, particularly when the other side of the street is already developed in this manner. The variance is therefore necessary in order to make reasonable use of the property, because without the variance, a development of that nature would be prohibited by WMC 16.136.020(M).

A denial of this variance would require the property owner to construct entirely new and separate roadway access to the property, which, as discussed further below, would entail significant physical obstacles in terms of both topology and wetlands. Although specific costs for these improvements are not included in the record, it is clear that the costs would be significant. Particularly when the frontage of the subject property already abuts an existing city street which is developed on the other side of the street, this economic impact on the property owner would be unreasonable.

This criterion is met.

Appeal Issue 2: WMC 16.272.020(C): The request will not substantially be injurious to the neighborhood in which the property is located. The variance will not result in physical impacts, such as visual, noise, traffic or increased potential for drainage, erosion and landslide hazards, beyond those impacts that would typically occur with development in the subject zone.

Appellant Argument: This Criterion does not contain a legal Finding, only a statement that, “The 1,487-foot long cul-de-sac with no secondary access presents a serious health, safety, and welfare risk to all current and future residents residing north of SW 2nd Street on the Kalmia Avenue cul-de-sac.” The Finding fails to provide evidence how and why the variance request

will not substantially be injurious to the neighborhood.

Staff Finding (replaces findings on this criterion in the Planning Commission decision):

The proposal involves construction of twelve single-family homes in an area largely developed with other single-family homes, on the east side of a street that is already developed in like manner on the west side. The variance at issue is specific to the method of access to this development, not to the development itself. Both this limited scale of development (similar to the immediately surrounding area) and the access to said development through the existing public street that is the subject of this variance will not result in visual impacts, noise impacts, drainage hazards, erosion hazards, or landslide hazards of any significance, and certainly not beyond the level of impacts that would typically occur with development in this zone because this type of development is typical in this zone.

The proposal will result in some level of traffic impacts on Kalmia Ave. However, these impacts are not beyond the level of impacts that would typically occur with development in this zone, because this type of development is typical in this zone. Moreover, any such impacts will be mitigated through the conditions of approval requiring widening of Kalmia Ave., construction of a fire turn-around, and provision of a secondary emergency access. These improvements, including any associated easement agreements, will need to be procured by the developer pursuant to the conditions of approval.

Similarly, access via Kalmia Ave. for twelve additional single-family homes in an area largely already developed with single-family homes will not substantially be injurious to the neighborhood. The comments in the record from the Police Department describe safety concerns that already exist due to the current length of Kalmia Ave. The addition of twelve homes taking access from Kalmia Ave. will only incrementally increase these concerns. This incremental negative impact will be mitigated through the conditions of approval described immediately above, which respond to the specific concerns raised by the Police Department (road width and secondary access).

This criterion is met.

Appeal Issue 3: WMC 16.272.020(E): The request is not in conflict with the Development Code. No variance may be granted which will result in a use not permitted in the applicable zone or which will increase the allowable residential density in any zone with the exception of individual lot size reduction.

Appellant Argument: This Criterion does not contain a legal Finding, only a statement that, “The request conflicts with WMC 16.136.020(M) Transportation Standards” along with the text of subsection M stating that, “A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extensions and through circulation.” The Finding fails to provide evidence that the request is not in conflict with the Development Code, and in fact finds that the request is in conflict with the Development Code. Moreover, ORS 227.175(4) (a) states that, “A city may not approve an application unless the proposed development of land would be in

compliance with the comprehensive plan f or the city and other applicable land use regulation or ordinance provisions.”

Staff Finding (replaces findings on this criterion in the Planning Commission decision):

A “conflict” with the provision of the development code for which a variance is sought is not the type of “conflict” to which this criterion refers. The requested variance will not be in conflict with any other provision of the Development Code, and the approval of the variance obviates any conflict with WMC 16.136.020(M). Additionally, the requested variance does not relate to permitted uses or residential density, and therefore will not result in a use not permitted in the applicable zone or an increase in the allowable residential density.

This criterion is met.

Appeal Issue 4: WMC 16.272.020(F): Physical circumstance(s) related to the property involved preclude conformance with the standard to be varied.

Appellant Argument: This Criterion does not contain a legal Finding, only a statement that, “Physical constraints include topography and significant wetlands identified in the Warrenton Local Wetland Inventory. However, there is an unpaved road from the proposed cul-de-sac circle to Ridge Road. An access easement, along with some road improvements remains a possibility for first responder access.” The Finding fails to provide evidence that physical circumstance(s) related to the property preclude conformance with the standards to be varied. The Finding does not describe why the topography or the presence of off-site wetlands preclude conformance, only that these characteristics are present. Use of the unpaved road, no portion of which is on applicant’s land or subject to applicant’s control, and a possible access easement to Ridge Road, are conjecture, not facts, and therefore do not constitute a lawful variance finding.

Staff Finding (replaces findings on this criterion in the Planning Commission decision):

The topography (significant slopes) and wetlands (identified in the Warrenton Local Wetland Inventory) in the vicinity of the subject property are physical circumstances related to the property. They are relevant to this variance request because they affect the viability and likely cost of constructing a new and separate road access to the subject property. Additionally, the record reflects that alternative access has been studied and it has been determined that an existing twelve-foot-wide unpaved roadway (currently used for hauling) may be suitable for secondary emergency access, but that improving that roadway for public access would likely require substantial fill of the wetlands among other issues, leading to permitting and cost obstacles.

Additionally, the physical circumstances related to the property include the existing physical street system. As noted above, the subject property is currently served by Kalmia Ave., which in its current condition is already inconsistent with WMC 16.136.020(M).

Taken together, these physical circumstances preclude conformance with WMC 16.136.020(M).

This criterion is met.

Appeal Issue 5: Exhibit C to Notice of Appeal.

Appellant Argument: The Planning Commission held the record open for seven days for additional evidence, during which time the appellant submitted the evidence included in EXHIBIT B. This Exhibit describes the three land division applications that resulted in the dangerous extension of dead-end SW Kalmia Avenue to more than 1,400 feet.

Appellant suspected that the variances required for these extensions may not have been approved with lawful variance findings. A lengthy search of the City of Warrenton online records found no agendas, staff reports, or Notices of Decisions for these land divisions. Appellant then submitted a Public Records request. After the period expired for the open record, City staff found only one record, for the approval of Gil Gramson Estates (Partition Plat 2012-04), which first extended the road 216 feet. At least three Findings for the requisite variance approval did not meet the legal standard; therefore, the variance was unlawfully approved.

Due to the extraordinary circumstance of this discovery, Appellant respectfully requests that, as allowed in subsection b. Scope of Appeal below, the City Commission determines that this evidence is necessary to resolve the case, and to allow EXHIBIT C, a brief description of the variance findings for Gil Gramson Estates (Partition Plat 2012-04), as additional evidence.

Staff Finding (supplements findings in the Planning Commission decision):

Staff recommends that the City Commission accept Exhibit C into the record and consider this issue for the reasons described by the Appellant. However, for the reasons discussed below, this additional information and this issue are ultimately not relevant to the resolution of this appeal.

This is an appeal of SUB-25-1 and V-25-1. It is not an appeal of any other prior land use decision, including but not limited to Partition Plat 2012-04. The time period for an appeal of Partition Plat 2012-04, and any of the other decisions referenced by appellant other than SUB-25-1 and V-25-1, have long since expired. Therefore, those decisions are final and cannot be appealed or challenged as part of this appeal.

The appellant's arguments on this issue and the materials included in the exhibits to the Notice of Appeal do not relate to any of the approval criteria for SUB-25-1 and V-25-1 and are not relevant to this appeal. In particular, this application is not based on the nonconforming use provisions of the Warrenton Municipal Code and it is not relevant whether or not Kalmia Ave. can be considered a nonconforming use.

CONCLUSION AND RECOMMENDATION

Based on the foregoing, staff recommends denial of the appeal and affirmation of the Planning Commission decision (Attachment 2) based on the additional findings set forth above.

RECOMMENDED MOTIONS

"Based on the findings and conclusions in the October 13, 2025 Planning Commission decision, and the substitute and supplemental findings included in the November 21, 2025 staff report, I move to deny the appeal and approve SUB-25-1 and V-25-1, subject to the conditions of approval in the October 13, 2025 Planning Commission decision."

Or

"I move to tentatively approve the appeal, deny SUB-25-1 and V-25-1, and direct staff to

prepare denial findings for consideration at the City Commission meeting on [DATE].”

ATTACHMENTS

1. Notice of Appeal
2. Planning Commission Decision

NOTICE OF APPEAL TO THE CITY COMMISSION OF A TYPE III QUASI-JUDICIAL DECISION

This appeal is filed pursuant to the Appeal Procedure outlined in Warrenton Municipal Code Title 16, Division 4, Chapter & Section 16.208.050, Subsections H.1. & 2.

§16.208.050. Type III Procedure (Quasi-Judicial

H. Appeal. A Type III quasi-judicial decision may be appealed to the City Commission as follows:

1. Who May Appeal. *The following people have legal standing to appeal a Type III quasi-judicial decision:*

b. Any person who submitted written or oral testimony to the decision making body.

2. Appeal Procedure.

a. Notice of Appeal. Any person with standing to appeal, as provided in subsection (H)(1) of this section, may appeal a Type III quasi-judicial decision by filing a notice of appeal according to the following procedures:

i. Time for Filing. A notice of appeal shall be filed with the Community Development Director within 14 days of the date the notice of decision was mailed.

- **The Notice of Decision was mailed on October 13, 2025. This Notice of Appeal is filed on October 17, 2025.**

ii. Content of Notice of Appeal. The notice of appeal shall contain:

(A) An identification of the decision being appealed, including the date of the decision.

- **The decision being appealed is for SUB-25-1, V-25-1, a consolidated application approved by the Planning Commission at the hearing on October 9, 2025.**

(B) A statement demonstrating the person filing the notice of appeal has standing to appeal.

- **The appellant submitted both written and oral testimony to the Planning Commission.**

(C) A statement identifying the specific issues raised on appeal.

- **Several Findings adopted for approval of the variance do not meet the legal standard or satisfy the criteria for variances. WMC §16.272.020 Criteria states that, “Variances to a quantitative requirement of this Code may be granted only if, on the basis of...evidence submitted by the applicant, findings of fact are made by**

the...Planning Commission (for Class 2 applications) that satisfy the criteria of subsections A through F of this section.” **The Code requires that each and every one of the criteria must be satisfied by “findings of fact.” To wit:**

- **Criterion B**, that *“the request is necessary to make reasonable use of the property.” This Criterion does not contain a legal Finding, only a statement of four conditions requiring “1) a rezone, 2) widening of Kalmia Avenue, 3) a fire turnaround at the north end of Kalmia Avenue, and 4) a secondary fire-emergency access agreement.” The Findings fail to provide evidence why the request is necessary to make reasonable use of the property.*
- **Criterion C**, that *“the request will not substantially be injurious to the neighborhood.” This Criterion does not contain a legal Finding, only a statement that, “The 1,487-foot long cul-de-sac with no secondary access presents a serious health, safety, and welfare risk to all current and future residents residing north of SW 2nd Street on the Kalmia Avenue cul-de-sac.” The Finding fails to provide evidence how and why the variance request will not substantially be injurious to the neighborhood.*
- **Criterion E**, that *“the request is not in conflict with the Development Code.” This Criterion does not contain a legal Finding, only a statement that, “The request conflicts with WMC 16.136.020(M) Transportation Standards” along with the text of subsection M stating that, “A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extensions and through circulation.” The Finding fails to provide evidence that the request is not in conflict with the Development Code, and in fact finds that the request is in conflict with the Development Code. Moreover, ORS 227.175(4) (a) states that, “A city may not approve an application unless the proposed development of land would be in compliance with the comprehensive plan for the city and other applicable land use regulation or ordinance provisions.”*
- **Criterion F**, that *“physical circumstance(s) related to the property involved preclude conformance with the standards to be varied.” This Criterion does not contain a legal Finding, only a statement that, “Physical constraints*

include topography and significant wetlands identified in the Warrenton Local Wetland Inventory. However, there is an unpaved road from the proposed cul-de-sac circle to Ridge Road. An access easement, along with some road improvements remains a possibility for first responder access.”

The Finding fails to provide evidence that physical circumstance(s) related to the property preclude conformance with the standards to be varied. The Finding does not describe why the topography or the presence of off-site wetlands preclude conformance, only that these characteristics are present. Use of the unpaved road, no portion of which is on applicant’s land or subject to applicant’s control, and a possible access easement to Ridge Road, are conjecture, not facts, and therefore do not constitute a lawful variance finding.

(D) A statement demonstrating that the appeal issues were raised by oral or written testimony during the comment period or prior to the closing of the record established at the Planning Commission's public hearing.

- **The appeal issues as described above were raised in written testimony and are included in this Notice as EXHIBIT A.**
- **The Planning Commission held the record open for seven days for additional evidence, during which time the appellant submitted the evidence included in EXHIBIT B. This Exhibit describes the three land division applications that resulted in the dangerous extension of dead-end SW Kalmia Avenue to more than 1,400 feet.**

Appellant suspected that the variances required for these extensions may not have been approved with lawful variance findings. A lengthy search of the City of Warrenton online records found no agendas, staff reports, or Notices of Decisions for these land divisions. Appellant then submitted a Public Records request. After the period expired for the open record, City staff found only one record, for the approval of Gil Gramson Estates (Partition Plat 2012-04), which first extended the road 216 feet. At least three Findings for the requisite variance approval did not meet the legal standard; therefore, the variance was unlawfully approved.

Due to the extraordinary circumstance of this discovery, Appellant respectfully requests that, as allowed in subsection *b. Scope of Appeal* below, the City Commission determines that this evidence is necessary to resolve the case, and to allow EXHIBIT C, a brief description of the variance findings for Gil Gramson Estates (Partition Plat 2012-04), as additional evidence.

(E) Filing fee.

- **Appellant understands that the filing fee will be billed electronically by staff following submittal of the appeal.**

b. Scope of Appeal. The appeal of a Type III quasi-judicial decision shall be limited to the specific issues raised during the written comment period or at the public hearing, as provided under Subsection ii.D above, unless the City Commission allows additional evidence or testimony concerning any other relevant issue. The City Commission may allow such additional evidence if it determines that such evidence is necessary to resolve the case. Written or oral comments received during the comment period or public hearing will usually limit the scope of issues on appeal. Only in extraordinary circumstances should new issues be considered by the City Commission on appeal of a Type III Quasi-Judicial Decision.

Respectfully submitted October 17, 2025

Will Caplinger
24F No. 7 Ln. 15 Zili Rd.
Tamsui District, New Taipei City 251
Taiwan

EXHIBIT A

City of Warrenton Planning Commission meeting September 11, 2025

Comments re Nearing Applications RZ-25-1, SUB-25-1, V-25-1, specifically the Variance

I. The City of Warrenton created the need for a variance.

The Staff Report for SUB-25-1/ V-25-1 states two critical Findings concerning the portion of SW Kalmia Avenue north of SW 2nd Street:

1. Subsection A (Page 6): *“Applicant did not create the 1,487-foot long cul-de-sac.”*

This Finding is accurate. The City of Warrenton created the need for a variance by extending the northern terminus of SW Kalmia Avenue via approving three land division applications: Partition Plat 2012-04, Gil Gramson Park Subdivision, and Kalmia North Subdivision, which are discussed below. Depictions of the divisions are appended at the end of these comments.

2. Subsection C (Page 7): *“The 1,487-foot long cul-de-sac with no secondary access presents a serious health, safety, and welfare risk to all current and future residents residing north of SW 2nd Street on the Kalmia Avenue cul-de-sac.”*

As a statement of fact, this is accurate, although it does not constitute a Finding of Fact that directly addresses the Subsection C variance criterion (see Section II of these comments).

The City of Warrenton Development Code Section 16.136.020.M restricts the length of dead-end streets and the number of dwelling units that access the street:

Cul-de-Sacs. A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extension and through circulation.

- Partition Plat 2012-04 extended SW Kalmia Avenue by 216 feet and created three residential parcels.
- Gil Gramson Park Subdivision further extended SW Kalmia Avenue by ±536 feet and created 17 residential lots.
- Kalmia North Subdivision further extended SW Kalmia Avenue by ±731 feet and created 11 residential lots.
- **Total extensions of the SW Kalmia Avenue northern terminus equal ±1,483 feet (equivalent to City’s Staff Report distance of 1,487 feet) and provide access for 31 dwellings, not including potential ADUs.**

Each one of these land divisions required a Variance as required by 16.136.020.B, which reads:

Variances to the transportation design standards in this section may be granted by means of a Class 2 variance, as governed by Chapter 16.272, Variances. A variance may be granted under this provision only if a required improvement is not feasible due to topographic constraints or constraints posed by sensitive lands.

I searched the City's online records in Agendas and Minutes — which are normally complete — and found no evidence of staff reports or variance findings for these three prior extensions. I have submitted a public records request, but a response from the City will probably not occur until after this hearing. The absence of those records today means this body cannot assume that the prior extensions were lawfully approved. Without variances and sufficient findings in the record, this Commission cannot simply assume compliance.

It is of utmost importance to note that ORS) 227. 173(3) requires that, *Approval or denial of a permit application or expedited land division shall be based upon and accompanied by a brief statement that explains the criteria and standards considered relevant to the decision, states the facts relied upon in rendering the decision and explains the justification for the decision based on the criteria, standards and facts set forth.*

Such statements typically are the Findings following each of the variance criteria listed in the staff report. If the City approves a permit application short of the statutory requirements, the approval is unlawful. **I request that the record be held open for additional testimony per ORS 197.797(6)(a).**

II. Issues with the variance findings and the proposed Conditions of Approval.

Beginning on Page 6 of the Staff Report under Chapter 16.272 VARIANCES:

B. The findings do not address why the request is necessary to make reasonable use of the property. Instead, the findings are in the form of four Conditions requiring 1) a rezone, 2) widening of Kalmia Avenue, 3) a fire turnaround at the north end of Kalmia Avenue, and 4) a secondary fire-emergency access agreement.

C. The findings do not address why and how the request will not substantially be injurious to the neighborhood. Instead, the finding simply states that the “1,487-foot long cul-de-sac...presents a serious health, safety, and welfare risk...”

E. The finding is that the request **does** conflict with WMC 16.136.020(M). There is no procedural issue with this finding, but **it does mean that the variance request cannot be lawfully approved.** WMC §16.272.020 Criteria requires that “findings of fact are made by the zoning administrator...that satisfy the criteria of subsections A through F of this section.” The code does not provide any exceptions, i.e., **all** of the criteria must be satisfied.

F. The findings state that “physical constraints include topography and significant wetlands identified in the Local Wetland Inventory. However, there is an unpaved road from the proposed cul-de-sac circle to Ridge Road. An access easement, along with some road improvements remains a possibility for first responder access.”

Regarding topography, applicant’s Topographic Map appears to depict slopes between 1:5 (20%) and 1:4 (25%). WMC §16.216.010 defines “steep slopes” as “slopes greater than 25%, so it is foreseeable that topographic constraints could be mitigated within the purview of building construction standards and a variance for those standards would not be required.

Regarding wetlands, the Local Wetland Inventory, as shown on applicant’s LWI Map, shows that no wetlands are located on or significantly near the subject property. The closest mapped wetland boundary is on the west side of SW Kalmia Venue, ±36 feet west of the westernmost property line of applicant’s tax lot 400.

Hence, the scope of the variance appears to only apply to non-conforming SW Kalmia Avenue. The findings only describe a vague possibility for first responder access, but do not address other aspects of public safety, including evacuation routes and traffic circulation.

Condition of Approval No. 14 requiring the developer to “provide a secondary fire/emergency access easement” is an ineffectual means to demonstrate compliance with road and access standards. The same solution was applied in the Planning Commission’s approval of the Clear Lake Subdivision, which was ultimately withdrawn by the applicant in 2019. That project also proposed a stubbed gravel road for future connection to Ridge Road, as well as a non-remonstrance agreement for the possible formation of a Local Improvement District. Those options, if they did lead to road construction, would need to address the following obstacles:

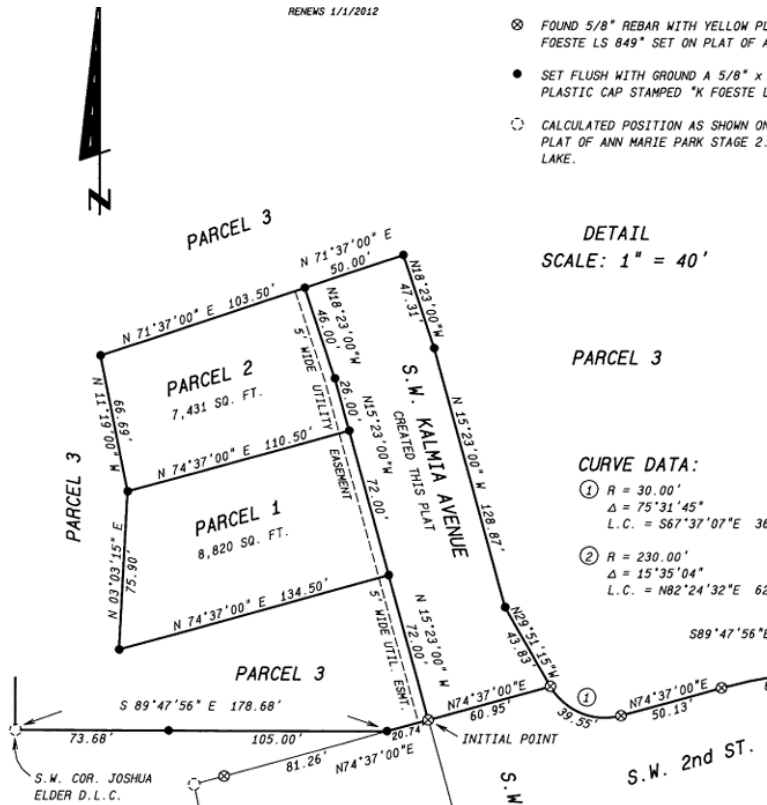
1. Most of the road would need to cross Locally Significant Wetlands, which would require a wetland hardship variance.
2. The road would cross properties of two different owners, each of whom would need to be the applicants for a wetland hardship variance.
3. One of the two predominant soils along the route is Bergsvik Mucky Peat, which has severe constraints for road building.
4. The road would also cross over Smith Lake drainage and would probably need to be elevated in at least that segment.

Respectfully submitted,
Will Caplinger
24F No. 7, Ln. 15 Zili Rd.
Tamsui District, New Taipei City 251
Taiwan

Depictions of the three previous land divisions are appended:

Partition Plat (PPT, Gramson) 2012-04:

The extension labeled "S.W. KALMIA AVE/CREATED [by] THIS PLAT" measured in survey distances along the west boundary of the road: 46 ft. + 26 ft. + 72 ft. + 72 ft. = 216 feet, which exceeded the 200-foot threshold for requiring a variance. If a staff report and Planning Commission hearing minutes are in the city records, they must include a variance and findings to justify the variance, otherwise the approval of the partition and the road extension were unlawful.



The plat was approved by the City Planning Director on April 30, 2012:

PARTITION PLAT NO. **2012-04**

N.E. 1/4 OF SECTION 20, T8N, R10W, W.M.
CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON

SURVEY BY: KARL F. FOESTE, 361 S.W. MAIN CT.
WARRENTON, OR 97146

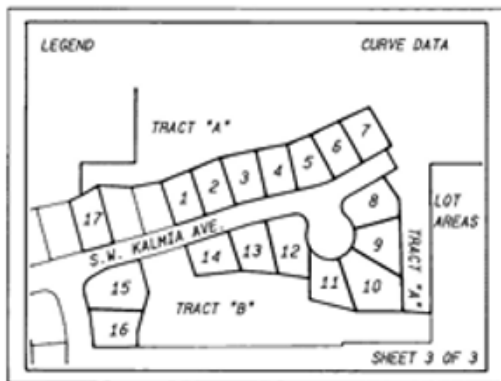
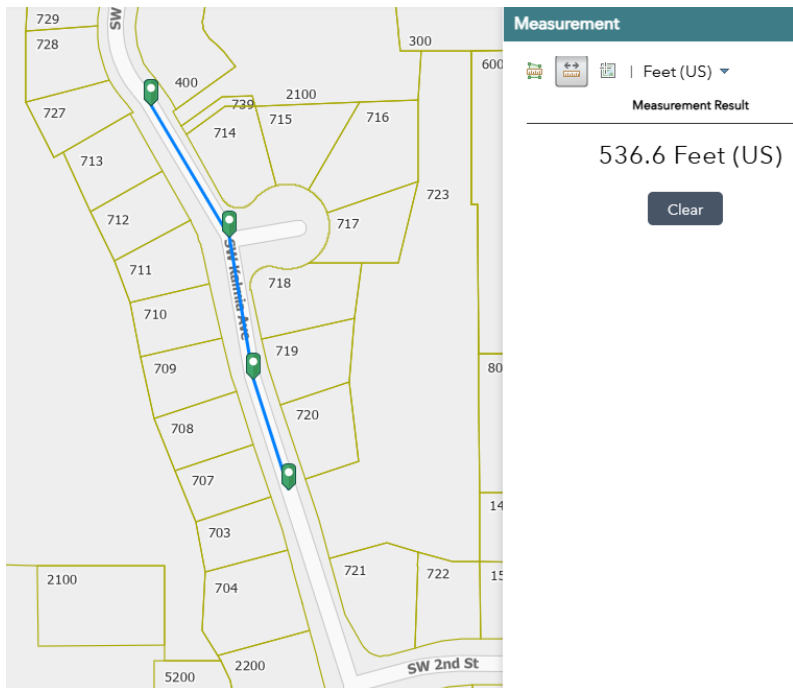
DATE: 6/20/2011

APPROVALS:

APPROVED THIS 30th DAY OF April, 2012.

Karl F. Foeste
CITY OF WARRENTON PLANNING DIRECTOR

Gil Gramson Park subdivision:



The final plat was approved by the City Planning Director on August 27, 2014:

GIL GRAMSON PARK
 A PORTION OF WHICH IS A REPLAT
 OF PARCEL 3, PARTITION PLAT 2012-04
 N.E. 1/4 OF SECTION 20, T8N, R10W, W.M.
 CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON

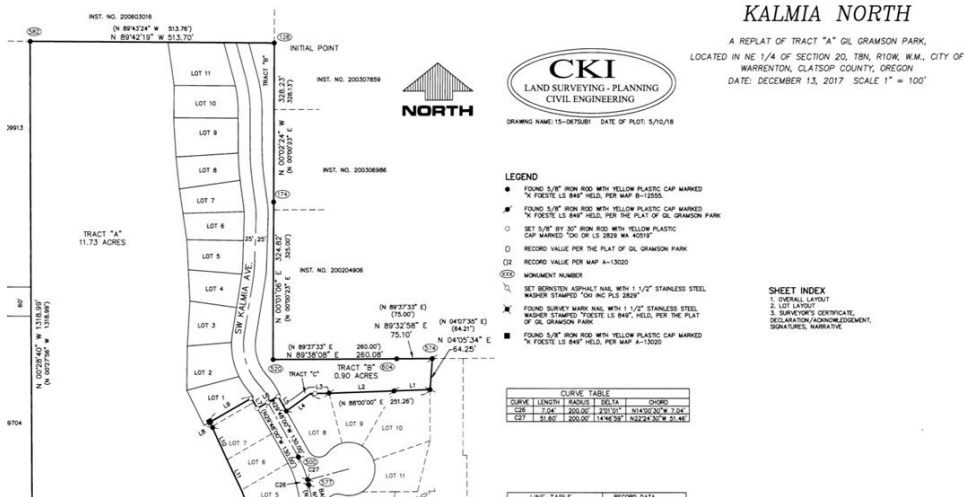
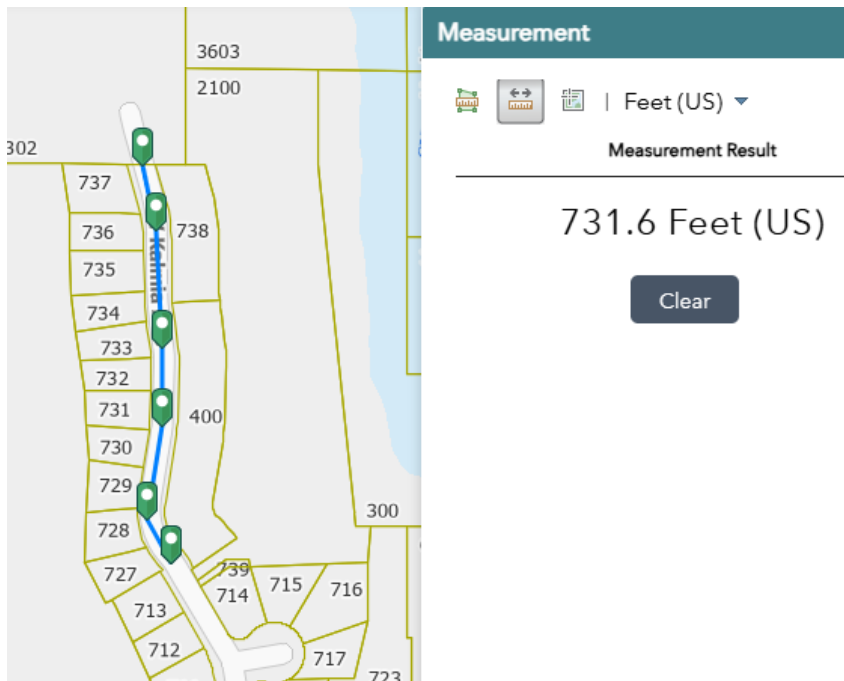
SURVEY BY: KARL F. FOESTE, 361 S.W. MAIN CT.
 WARRENTON, OR 97146

DATE: 8/1/2014

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Karl F. Foeste
 OREGON
 JULY 10, 1968
 KARL F. FOESTE
 0849
 RENEWS 1/1/2016

APPROVALS:
 APPROVED THIS 27th DAY OF August, 2014.
[Signature]
 CITY OF WARRENTON PLANNING DIRECTOR

Kalmia North Subdivision:



The final plat was approved by the City Planning Director and the City Engineer on June 27, 2018.

APPROVALS

CITY OF WARRENTON FILE NO. SUB 16-1 & V 16-5

APPROVED THIS 27 DAY OF JUNE, 2018

ICAC

CITY OF WARRENTON PLANNING DIRECTOR

APPROVED THIS 27 DAY OF JUNE, 2018

UCC

CITY OF WARRENTON ENGINEER

EXHIBIT B

To: City of Warrenton Planning Commission

Re: Public Hearing of September 11, 2025, for RZ-25-1, SUB-25-1, V-25-1

Subject: Additional evidence for the record held open for seven days

Date: September 18, 2025

The public records request for staff reports and findings for the approval of three land divisions that extended SW Kalmia Ave. 1,483 feet and provided access for 31 dwellings, namely Partition Plat 2012-04, Gil Gramson Park Subdivision, and Kalmia North Subdivision, was not received within the seven-day period; but should be presented, if found in City records, to the City Commission in a de novo hearing.

Please enter the following evidence into the record. Findings for approval should have referenced these WMC provisions:

1. The extended SW Kalmia Avenue is not a nonconforming use or structure if any of the extensions is demonstrated to have not been lawfully created. WMC 16.276.010 limits the designation of a non-conforming use or structure to a “lawful existing structure or use at the time this Code became effective” ...

16.276.010 Nonconforming Uses or Structures.

A nonconforming use or structure was a lawful existing structure or use at the time this Code became effective, but which does not conform to some or all of the requirements of this Code.
[emphasis added]

Therefore, the road may not be continued, expanded, extended, altered, or replaced under 16.276.010 Subsections A, B, C, or E.

2. WMC requirements bind successors-in-interest.

§ 16.08.020 Compliance and Scope.

B. Obligation by Successor. *The requirements of this Code apply to the owner(s) of record, persons undertaking the development or the use of land, and to those persons' successors in interest.*

3. Code violations are prohibited.

§ 16.16.020 Violation of Code Prohibited.

No person shall erect, construct, alter, maintain or use any building or structure or shall use, divide or transfer any land in violation of this Code or any amendment thereto. [emphasis added]

Will Caplinger

24F No. 7 Ln 15, Zili Rd.

Tamsui District, New Taipei City 251

Taiwan

EXHIBIT C

Excerpts from March 14, 2013 Planning Commission public hearing on Gil Gramson Estates subdivision variance

Comments on the Findings under Criteria B, D, and E below are presented following the excerpt.

43. B. The request is necessary to make reasonable use of the property. There will be an unreasonable economic impact upon the person requesting the variance if the request is denied;

Applicant Response: Because of topography and the location of existing wetlands, the only design that enables the efficient development of the subject property is that design that employs the over length cul-de-sac street. There will be an unreasonable economic impact on the applicant if the requested variance is denied.

Staff finding: The wetlands and topography are natural features of the site. Protective regulations limit the disturbance to those wetlands which dictate the proposed design. Staff concurs that the dead end street is the only option available to access the property and result in a reasonable use of it.

45. D. The request is not in conflict with the Comprehensive Plan;

Applicant Response: The requested variance is not in conflict with any portion of the Comprehensive Plan.

Staff finding: Staff agrees

46. E. The request is not in conflict with the Development Code. No variance may be granted which will result in a use not permitted in the applicable zone or which will increase the allowable residential density in any zone with the exception of individual lot size reduction; and

Applicant Response: The requested variance is in conflict with Section 16.136.020 M of the City's Development Code which limits the length of a cul- de-sac street to 200 feet. Granting the variance will not result in a use not permitted in the applicable R-M zone, and it will not increase the allowable density of the zone.

Staff findings: We agree.

- Criteria B Finding does not provide suitable evidence that the request is necessary to make reasonable use of the property. The development of a subdivision is not the only reasonable use of the property. Moreover, the Finding does not provide evidence of how and why the topography and wetlands “dictate” the one-and-only

design that will enable “efficient” development of the property. The Finding fails to provide any evidence of the “unreasonable economic impact” that will occur if the applicant is not able to extend the road only 16 feet beyond the 200 ft threshold that triggers the need for a variance.

- Criteria D Finding fails to provide any evidence that the request is not in conflict with the Comprehensive Plan. A Staff Finding of “We agree” is an opinion and lacks any factual assertions.
- Criteria E Finding not only fails to provide any evidence that the request is not in conflict with the Development Code, but Staff also agrees with the applicant’s statement that, “The requested variance is in conflict with Section 16.136.020.M of the Development Code.” Criteria that address public safety must explain why the extended dead-end road will not harm health, safety, or welfare. Staff’s mere assertion is inadequate under the law. The Finding’s validation that the request will be in conflict with the Development Code is a Finding of non-compliance that should have resulted in the denial of the variance request.
- Bear in mind that this first subdivision only extended the road 216 feet and accommodated 3 dwellings; but the two subsequent subdivisions, for which no approval records were located, together extended the dead-end road 1,267 feet and added an additional 28 residential lots.
- By law, subdivisions and variance approvals must be supported by Findings that address the applicable criteria with evidence. If indeed those approvals do not exist in the public record, it raises the real possibility that prior approvals were either procedurally defective, unlawful, or both.
- Most importantly, new development requires evidence that the land divisions, road improvements, variances, and other land use approvals were lawful. Without evidence of this, the City Commission cannot simply assume compliance. Without evidence of lawful approvals, the Commission should treat the previous road extensions as potentially unlawful infrastructure that cannot legally support new development.



NOTICE OF DECISION AND ORDER

Subdivision SUB-25-1 and Variance V-25-1

APPLICANT: Adam Neahring

PROPERTY OWNER: Adam Neahring

SUBJECT OF REVIEW: A 12 lot Subdivision to be completed in two phases, and a Variance to allow construction of Detached Single-Family Residences along the East Side of SW Kalmia Ave on approximately 1.42 acres

LOCATION: Tax Lots 81020AA00400 and 81020AA00738 along the East Side of SW Kalmia Ave.

HEARING AND RECORD: At the October 9, 2025 meeting, the Warrenton Planning Commission approved the Preliminary Plat for Subdivision SUB-25-1 and Variance V-25-1. The approval is based on the submittals from the applicant, findings of fact related to the proposed development in the staff review memo, and testimony heard at the public hearing, and the following conditions of approval.

CONDITIONS OF APPROVAL:

1. Detailed construction drawings for the proposed grading, road, drainage and utility facilities shall be submitted to the City for review by the Public Works Department prior to approval for construction of project improvements.
2. Construction documents shall meet all requirements of federal, state and local standards, codes, ordinances, guidelines and other legal requirements.
3. Prior to approval of construction plans, the developer will waive any and all rights to remonstrate against the formation of a Local Improvement District (LID) for the purpose of making sanitary sewer, storm sewer, water or street improvements that benefit the property and assessing the cost to the benefited properties pursuant to the City's regulations in effect at the time of such improvement.
4. A final Stormwater Report is required to be submitted with the final construction documents. Design should also address energy dissipation at the outfall.
5. The developer shall agree to make all necessary offsite stormwater improvements if downstream deficiencies are created by the development of this property.
6. A rezone shall be required as a prerequisite for approval of this subdivision
7. All necessary sewer improvements will be reviewed and approved by Oregon Department of Environmental Quality and paid for by the developer.
8. The developer shall prepare and submit a design for erosion control associated with site construction. Demonstrate compliance with Oregon Department of Environmental

Quality 1200 C Stormwater General Permit requirements. Provisions shall be made to minimize tracking of sediment onto public streets and for the flow of site soils into drainage ways.

9. The developer shall dedicate a 10-foot utility easement along Kalmia Avenue to City of Warrenton.
10. The project contractor shall secure a permit for work in the public right of way in accordance with Warrenton Municipal Code.
11. The developer shall provide as-built drawings and certification by a registered engineer in accordance with adopted criteria for all improvements, prior to acceptance by the City.
12. Since this is a dead-end street all of the homes will be required to be within 200 feet of a fire hydrant. Depending on size, the dwelling units will require a minimum verified (by the contractor) 1000gpm fire flow based on ordinary construction and a maximum size of 3,600 square feet. If Fire flows cannot be met a sprinkler system may be required.
13. The developer shall widen the current Kalmia street to City of Warrenton standard to accommodate on-street parking on the east side of the street and to provide for emergency vehicle access;
14. The developer shall complete a fire turn-around at the north end of Kalmia;
15. The developer shall provide a secondary fire/emergency access road and easement which shall connect to the northern end of Kalmia Avenue, and which road shall be built and maintained to meet safety standards as approved by the Fire Chief and Public Works Director, and which shall be sufficient to accommodate all City emergency response vehicles; the road and easement shall be attached to all subject properties and shall be recorded with the Clatsop County Recorder's Office.
16. The developer shall complete a Final Plat for the subdivision within two years of approval. A one-year extension may be granted by the City Planning Commission through a Type III permitting process.

Copies of all submittals and related documents are available for review on the City of Warrenton website or by contacting the City of Warrenton:

<https://www.ci.warrenton.or.us/ced/page/applications-pending-approval>

Type III decisions are final and effective one day after the appeal period expires. The appeal period is October 13, 2025 – October 27, 2025. **This decision is final and effective October 27, 2025.** Failure of any person to receive mailed notice shall not invalidate the decision, provided that a good faith attempt was made to mail the notice.

RIGHT TO APPEAL:

In accordance with Warrenton Municipal Code 16.208.050 2A any person with standing to appeal may appeal the Planning Commission's Decision by filing a Notice of Appeal according to the following procedures.

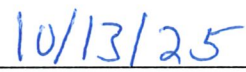
1. Time for filing. A Notice of Appeal shall be filed with the Community Development Director within 14 days of the date the notice of decisions was mailed.
2. Content of Notice of Appeal: The notice of appeal shall contain:

- A. An identification of the decision being appealed, including the date of the decision.
 - B. A statement demonstrating the person filing the notice of appeal has standing to appeal.
 - C. A statement explaining the specific issue(s) raised on appeal.
 - D. If the appellant is not the applicant, a statement demonstrating that the appeal issues were raised during the comment period.
 - E. Filing fee.
3. Scope of Appeal. The appeal of a Type III quasi-judicial decision shall be limited to the specific issues raised during the written comment period or at the public hearing, as provided under Subsection 2D above, unless the City Commission allows additional evidence or testimony concerning any other relevant issue. The City Commission may allow such additional evidence if it determines that such evidence is necessary to resolve the case. Written or oral comments received during the comment period or public hearing will usually limit the scope of issues on appeal. Only in extraordinary circumstances should new issues be considered by the City Commission on appeal of a Type III Quasi-Judicial Decision.

For questions, please contact the Warrenton Planning Department at (503) 861-0920 or planning@warrentonoregon.us.



Mike Moha, Chair
Warrenton Planning Commission



Date



Neahring Subdivision Hearing

From Jeffrey L. Kleinman <kleinmanjl@aol.com>

Date Tue 12/9/2025 4:08 PM

To Hanna Bentley <hbentley@warrentonoregon.us>

Cc Dawne Shaw <dshaw@warrentonoregon.us>; Will Caplinger <caplingerwill@gmail.com>

 2 attachments (1 MB)

NOTICE OF HEARING FOR 11-25-25 (NEW-REZONE ONLY).pdf; Mayor & Commission LT 12-9-25.pdf;

Dear Ms. Bentley,

I represent the appellant, Will Caplinger, in this matter. Tonight's Commission hearing is a continuation of the November 25 hearing, which was noticed only for the appeal of the **rezoning** application (copy of notice attached). We have been notified that the **subdivision** and **variance** application appeals have been scheduled for hearing on January 13, 2026. We formally object to the hearing of the subdivision and variance appeals tonight, as they have not been duly and properly noticed, and we have also not had the benefit of the required posting or notice of the new staff report or time to prepare a response. These are fundamental issues as to due process and the statutory procedural requirements binding Oregon cities and counties.

Regardless, please place this message and the attached notice and letter before the Commission tonight. I plan to testify via Zoom.

Please confirm receipt of this message. Thank you.

Jeffrey L. Kleinman
Attorney at Law
The Ambassador
1207 SW Sixth Avenue
Portland, OR 97204
Tel: (503) 248-0808
Fax (503) 228-4529
[Email: KleinmanJL@aol.com](mailto:KleinmanJL@aol.com)

NOTICE: This communication and its attachments are confidential and may be protected by the attorney-client privilege and/or work product doctrine. If you have received it in error, please advise the sender by reply email and immediately delete the message and any attachments without copying or disclosing the contents. Thank you.

PUBLIC HEARING NOTICE

A public hearing is scheduled before the Warrenton City Commission on November 25, 2025, at 6:00 p.m. at Warrenton City Hall, 225 S Main Avenue Warrenton, OR 97146 regarding the following land use application(s):

Rezoning RZ-25-1, submitted by Adam Neahring rezoning property from RGM Residential Growth Management to R-M Medium Density Residential at Taxlots 81020AA00400, 81020AA00738, and 81020AA02100. APPLICABLE CRITERIA: WMC 16.208 TYPES OF APPLICATIONS AND REVIEW PROCEDURES, WMC 16.232 REGARDING AMENDMENTS TO COMPREHENSIVE PLAN TEXT, MAP, REZONE, OR DEVELOPMENT CODE.

Those wishing to testify on this request may attend the public hearing and fill out a comment card prior to the start of the meeting. Written materials must be received by the City Recorder no later than 3:00 P.M. on the day of the hearing. Written comments may be mailed to City Recorder P.O. Box 250, Warrenton Oregon, 97146; or emailed to cityrecorder@warrentonoregon.us.

At the public hearing, the chairperson will open the public hearing and describe the general conduct and procedure for providing public comment. A staff report will be given, followed by a statement from the applicant, followed by public testimony, discussion among the commissioners, and a decision on, or a continuation of, the request.

Failure to raise an issue in person, or by or by letter at the hearing, or failure to provide statements of evidence sufficient to afford the decision makers an opportunity to respond to the issue, means that an appeal based on that issue cannot be filed with the State Land Use Board of Appeals.

A copy of the application, all documents and evidence submitted by or for the applicant, and the applicable criteria and standards can be reviewed at Warrenton City Hall at no cost and copies shall be provided at a reasonable cost. A digital copy of the application can be reviewed online here: <https://www.warrentonoregon.us/ced/page/applications-pending-approval>. A copy of the City staff report and recommendation to the hearing body shall be available for review at least seven days before the hearing, and a copy shall be provided at a reasonable cost. Anyone wishing to review and/or purchase copies of the proposals and/or staff report may do so at Warrenton City Hall, 225 South Main, or may contact the Warrenton Planning Department at 503-861-0920 or planning@warrentonoregon.us.

Notice to mortgagee, lienholder, vendor, or seller: The Warrenton Development Code requires that if you receive this notice it shall be promptly forwarded to the purchaser.

JEFFREY L. KLEINMAN
ATTORNEY AT LAW
THE AMBASSADOR
1207 S.W. SIXTH AVENUE
PORTLAND, OREGON 97204

TELEPHONE (503) 248-0808
FAX (503) 228-4529
EMAIL KleinmanJL@aol.com

December 9, 2025

Via email to cityrecorder@warrentonoregon.us

Hon. Mayor Henry A. Balensifer III
and Commission Members
City of Warrenton
Warrenton City Hall
225 S. Main Av.
Warrenton, OR 97146

Re: Rezone RZ-25-1, Subdivision SUB-25-1, Variance V-25-1 (Neahring)

Dear Mayor Balensifer and Commission Members:

This office represents Will Caplinger, the appellant in the above matter, . For the reasons raised by Mr. Caplinger before the Planning Commission and in his Notice of Appeal, the Planning Commission erred in approving these consolidated applications.

As a preliminary matter, please note that the staff report contained in your agenda packet addresses only the subdivision appeal. Mr. Caplinger appealed all three of the related approvals identified above. The most important ground for appeal is that relating to the safety standards governing street length, as further explained below. Please also note that the subdivision cannot be approved without the variance, and must fail without it.

The city's development standards relating to transportation are set out in Warrenton Development Code (WDC) 16.136.020. WDC 16.136.020(M) sets the maximum street length for dead-end streets (streets with only a single ingress/egress):

M. Cul-de-Sacs. A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extension and through circulation.

This is a public safety-related standard. It is intended to facilitate emergency vehicle access, but also to provide alternative routes in and out for residents and visitors in the event of seismic activity, fire, or other emergencies that may prevent evacuation via the sole existing connection. Any longer dead end is deemed to create a danger to life and public health. The cul-de-sac proposed here is 1487 feet long! This presents an extraordinary risk in the event of natural disaster. In the world we live in today, enacted state legislation would allow further division of lots and installation of ADUs on any or all of the 31 lots existing along the Kalmia cul-de-sac, not to mention the new lots proposed in this subdivision application, *all as a matter of right*. When it comes to dwelling units, the minimum lot sizes set by local zoning codes no longer control. It was essential for the Planning Commission to consider the effects of possible (even likely) increased density. It failed to do so.

The October 9 staff report addresses the city's criteria for approval of subdivision preliminary plats. In its discussion of WDC 16.216.250(A)(2)(d) at page 6, staff cites the code language and finds (in italics) that it is not met:

d. Block and Lot Standards. All proposed blocks (i.e., one or more lots bound by public streets), lots and parcels conform to the specific requirements below:

i. All lots shall comply with the lot area, setback (existing structures), and dimensional requirements of the applicable land use district (Division 2), and the standards of Figure 16.120.020.J, Street Connectivity and Formation of Blocks.

As noted above, subdivision has no through connectivity; Block length exceeds 600 feet.

In turn, WDC 16.120.020(J)(1) contains distinct limits on block length, even where there are multiple access points and not a dead end:

J. Street Connectivity and Formation of Blocks Required. In order to promote efficient vehicular and pedestrian circulation throughout the City, land divisions and large site developments shall produce complete blocks bounded by a connecting network of public and/or private streets, in accordance with the following standards:

1. Block Length and Perimeter. The maximum block length shall not exceed 600 feet between street corner lines in Residential and C-1 zones, 400 feet in the C-MU zone, and 1,000 feet in other zones unless it is adjacent to an arterial street or unless the topography or the location of adjoining streets justifies an exception. * * * (Emphasis added.)

At page 3, the October 9 staff report states: “Subdivision has no through connectivity; Block length exceeds 600 feet (1,487.4 feet).”

Variances from the above standards are initially governed by WDC 16.136.020(B):

B. Variances. Variances to the transportation design standards in this section may be granted by means of a Class 2 variance, as governed by Chapter 16.272, Variances. A variance may be granted under this provision only if a required improvement is not feasible due to topographic constraints or constraints posed by sensitive lands.

(Emphasis added.)

WDC 16.272.020 contains the criteria for approval of variance applications generally, and states in material part:

Prior variances allowed in the neighborhood shall not be considered by the granting authority in reaching its decision. * * *

Nonetheless, it seems that the approval of three prior variances for street length on Kalmia have been used to serve as a sort of precedent for approving this one. As the above provision directly states, this was error. *Four wrongs do not make a right.* And, as Mr. Caplinger has pointed out, one of those “wrongs” did not actually take place. There is no record that the approval of any such application other than that for the Clear Lake subdivision resulted in an appeal from the Planning Commission to the City Commission. In that case, after hearing by the City Commission in 2019, the application was ultimately withdrawn and the subdivision was not approved.

Under WDC 16.272.020, an applicant for a variance must prove compliance with each of six criteria. These are set out separately below, together with appellant Caplinger’s response to each following in bold italics:

A. The hardship was not created by the person requesting the variance;

The applicant owns contiguous property which would afford a second ingress/egress to SW Juniper Av. The applicant simply chooses not to engineer and use that approach.

B. The request is necessary to make reasonable use of the property. There will be an unreasonable economic impact upon the person requesting the variance if the request is denied;

See response under subsection A, above.

C. The request will not substantially be injurious to the neighborhood in which the property is located. The variance will not result in physical impacts, such as visual, noise, traffic or increased potential for drainage, erosion and landslide hazards, beyond those impacts that would typically occur with development in the subject zone;

As explained, the development of this property without the required street connection would exacerbate a profound public health risk and hazard.

D. The request is not in conflict with the Comprehensive Plan;

The city's transportation goal and policies require a safe transportation system. The proposed variance would create the opposite.

E. The request is not in conflict with the Development Code. No variance may be granted which will result in a use not permitted in the applicable zone or which will increase the allowable residential density in any zone with the exception of individual lot size reduction; and

For all the reasons explained above, the variance request fully conflicts with the Development Code. In fact, the city planner initially found that there was in fact such conflict.

F. Physical circumstance(s) related to the property involved preclude conformance with the standard to be varied.

The applicant has not met its burden of proving that it cannot comply with the street and block length standards by constructing a second ingress/egress street.

At the same time, the Planning Commission has tried to have it two ways. As the October 9 staff report states: “Applicant shall be required to provide a secondary fire/emergency access easement [to NW Ridge Rd.].” Staff Report at 4. Condition of Approval 14 was added to that effect. (Note that staff *originally* stated: “Applicant has not shown why the environmental or topographic constraint precludes some reasonable street connection.” *Id.*, at 5.)

However, the street and block length standards addressed above are *not* limited to the provision of emergency vehicle access. There is no such language in the Code. Residents and visitors are also protected by the relevant requirements, so that they are not hemmed in when and if disaster strikes, or otherwise. They are entitled to a second access regardless. This is a fundamental concern of the Code criteria discussed above. Emergency vehicle access is insufficient on its face.

Even if such access were sufficient, the decision of the Planning Commission has not met a fundamental requirement for demonstrating compliance with approval standards by means of conditions of approval. In order to rely upon conditions of approval, the applicant (and hence the decisionmaker) must demonstrate that compliance with all discretionary approval standards is “feasible.” *Meyer v. City of Portland*, 7 Or LUBA 184 (1983), *aff’d*, 67 Or App 274, 678 P2d 741, *rev den*, 297 Or 82, 679 P2d 1367 (1984). The Court of Appeals has held that “feasibility” means that “substantial evidence supports a finding that solutions to certain problems * * * are possible, likely and reasonably certain to succeed.” 67 Or App at 280 n 5. (Emphasis added.) *See also Gould v. Deschutes County*, 227 Or App 601, 606-607 (2009) to the same point. (Emphasis added.)

Aside from identified issues regarding wetlands and steep grades, the feasibility of ingress and egress via NW Ridge Rd. is contradicted by the presence of at least three private property ownerships along that route. Portions are owned by Sand Works, Inc., Fort Point Land Partners, LLC, and Pacific Sun Plaza, LLC. There is no indication that those entities have consented to an easement or other right of use by the applicant, or will do so in the future.

Hon. Mayor Henry A. Balensifer III
and Commission Members
November 25, 2025
page 6

Conclusion

For all of the above reasons, separately and together, this appeal should be sustained. The underlying variance and subdivision applications must be denied.

Very truly yours,

Jeffrey L. Kleinman

Jeffrey L. Kleinman

cc: client

8.A Caplinger Comments

NOTICE OF APPEAL TO THE CITY COMMISSION OF A TYPE III QUASI-JUDICIAL DECISION

This appeal is filed pursuant to the Appeal Procedure outlined in Warrenton Municipal Code Title 16, Division 4, Chapter & Section 16.208.050, Subsections H.1. & 2.

§16.208.050. Type III Procedure (Quasi-Judicial

H. Appeal. A Type III quasi-judicial decision may be appealed to the City Commission as follows:

1. Who May Appeal. *The following people have legal standing to appeal a Type III quasi-judicial decision:*

b. *Any person who submitted written or oral testimony to the decision making body.*

2. Appeal Procedure.

a. *Notice of Appeal. Any person with standing to appeal, as provided in subsection (H)(1) of this section, may appeal a Type III quasi-judicial decision by filing a notice of appeal according to the following procedures:*

i. *Time for Filing. A notice of appeal shall be filed with the Community Development Director within 14 days of the date the notice of decision was mailed.*

- **The Notice of Decision was mailed on October 13, 2025. This Notice of Appeal is filed on October 17, 2025.**

ii. *Content of Notice of Appeal. The notice of appeal shall contain:*

(A) *An identification of the decision being appealed, including the date of the decision.*

- **The decision being appealed is for SUB-25-1, V-25-1, a consolidated application approved by the Planning Commission at the hearing on October 9, 2025.**

(B) *A statement demonstrating the person filing the notice of appeal has standing to appeal.*

- **The appellant submitted both written and oral testimony to the Planning Commission.**

(C) *A statement identifying the specific issues raised on appeal.*

- **Several Findings adopted for approval of the variance do not meet the legal standard or satisfy the criteria for variances. WMC §16.272.020 Criteria states that, “Variances to a quantitative requirement of this Code may be granted only if, on the basis of...evidence submitted by the applicant, findings of fact are made by**

the...Planning Commission (for Class 2 applications) that satisfy the criteria of subsections A through F of this section.” **The Code requires that each and every one of the criteria must be satisfied by “findings of fact.” To wit:**

- **Criterion B**, that *“the request is necessary to make reasonable use of the property.” This Criterion does not contain a legal Finding, only a statement of four conditions requiring “1) a rezone, 2) widening of Kalmia Avenue, 3) a fire turnaround at the north end of Kalmia Avenue, and 4) a secondary fire-emergency access agreement.” The Findings fail to provide evidence why the request is necessary to make reasonable use of the property.*
- **Criterion C**, that *“the request will not substantially be injurious to the neighborhood.” This Criterion does not contain a legal Finding, only a statement that, “The 1,487-foot long cul-de-sac with no secondary access presents a serious health, safety, and welfare risk to all current and future residents residing north of SW 2nd Street on the Kalmia Avenue cul-de-sac.” The Finding fails to provide evidence how and why the variance request will not substantially be injurious to the neighborhood.*
- **Criterion E**, that *“the request is not in conflict with the Development Code.” This Criterion does not contain a legal Finding, only a statement that, “The request conflicts with WMC 16.136.020(M) Transportation Standards” along with the text of subsection M stating that, “A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extensions and through circulation.” The Finding fails to provide evidence that the request is not in conflict with the Development Code, and in fact finds that the request is in conflict with the Development Code. Moreover, ORS 227.175(4) (a) states that, “A city may not approve an application unless the proposed development of land would be in compliance with the comprehensive plan for the city and other applicable land use regulation or ordinance provisions.”*
- **Criterion F**, that *“physical circumstance(s) related to the property involved preclude conformance with the standards to be varied.” This Criterion does not contain a legal Finding, only a statement that, “Physical constraints*

include topography and significant wetlands identified in the Warrenton Local Wetland Inventory. However, there is an unpaved road from the proposed cul-de-sac circle to Ridge Road. An access easement, along with some road improvements remains a possibility for first responder access.”

The Finding fails to provide evidence that physical circumstance(s) related to the property preclude conformance with the standards to be varied. The Finding does not describe why the topography or the presence of off-site wetlands preclude conformance, only that these characteristics are present. Use of the unpaved road, no portion of which is on applicant’s land or subject to applicant’s control, and a possible access easement to Ridge Road, are conjecture, not facts, and therefore do not constitute a lawful variance finding.

(D) A statement demonstrating that the appeal issues were raised by oral or written testimony during the comment period or prior to the closing of the record established at the Planning Commission's public hearing.

- **The appeal issues as described above were raised in written testimony and are included in this Notice as EXHIBIT A.**
- **The Planning Commission held the record open for seven days for additional evidence, during which time the appellant submitted the evidence included in EXHIBIT B. This Exhibit describes the three land division applications that resulted in the dangerous extension of dead-end SW Kalmia Avenue to more than 1,400 feet.**

Appellant suspected that the variances required for these extensions may not have been approved with lawful variance findings. A lengthy search of the City of Warrenton online records found no agendas, staff reports, or Notices of Decisions for these land divisions. Appellant then submitted a Public Records request. After the period expired for the open record, City staff found only one record, for the approval of Gil Gramson Estates (Partition Plat 2012-04), which first extended the road 216 feet. At least three Findings for the requisite variance approval did not meet the legal standard; therefore, the variance was unlawfully approved.

Due to the extraordinary circumstance of this discovery, Appellant respectfully requests that, as allowed in subsection *b. Scope of Appeal* below, the City Commission determines that this evidence is necessary to resolve the case, and to allow EXHIBIT C, a brief description of the variance findings for Gil Gramson Estates (Partition Plat 2012-04), as additional evidence.

(E) Filing fee.

- **Appellant understands that the filing fee will be billed electronically by staff following submittal of the appeal.**

b. Scope of Appeal. The appeal of a Type III quasi-judicial decision shall be limited to the specific issues raised during the written comment period or at the public hearing, as provided under Subsection ii.D above, unless the City Commission allows additional evidence or testimony concerning any other relevant issue. The City Commission may allow such additional evidence if it determines that such evidence is necessary to resolve the case. Written or oral comments received during the comment period or public hearing will usually limit the scope of issues on appeal. Only in extraordinary circumstances should new issues be considered by the City Commission on appeal of a Type III Quasi-Judicial Decision.

Respectfully submitted October 17, 2025

Will Caplinger
24F No. 7 Ln. 15 Zili Rd.
Tamsui District, New Taipei City 251
Taiwan

EXHIBIT A

City of Warrenton Planning Commission meeting September 11, 2025

Comments re Nearing Applications RZ-25-1, SUB-25-1, V-25-1, specifically the Variance

I. The City of Warrenton created the need for a variance.

The Staff Report for SUB-25-1/ V-25-1 states two critical Findings concerning the portion of SW Kalmia Avenue north of SW 2nd Street:

1. Subsection A (Page 6): *“Applicant did not create the 1,487-foot long cul-de-sac.”*

This Finding is accurate. The City of Warrenton created the need for a variance by extending the northern terminus of SW Kalmia Avenue via approving three land division applications: Partition Plat 2012-04, Gil Gramson Park Subdivision, and Kalmia North Subdivision, which are discussed below. Depictions of the divisions are appended at the end of these comments.

2. Subsection C (Page 7): *“The 1,487-foot long cul-de-sac with no secondary access presents a serious health, safety, and welfare risk to all current and future residents residing north of SW 2nd Street on the Kalmia Avenue cul-de-sac.”*

As a statement of fact, this is accurate, although it does not constitute a Finding of Fact that directly addresses the Subsection C variance criterion (see Section II of these comments).

The City of Warrenton Development Code Section 16.136.020.M restricts the length of dead-end streets and the number of dwelling units that access the street:

Cul-de-Sacs. A dead-end street shall be no more than 200 feet long, shall not provide access to greater than 18 dwelling units, and shall only be used when environmental or topographical constraints, existing development patterns, or compliance with other standards in this Code preclude street extension and through circulation.

- Partition Plat 2012-04 extended SW Kalmia Avenue by 216 feet and created three residential parcels.
- Gil Gramson Park Subdivision further extended SW Kalmia Avenue by ±536 feet and created 17 residential lots.
- Kalmia North Subdivision further extended SW Kalmia Avenue by ±731 feet and created 11 residential lots.
- **Total extensions of the SW Kalmia Avenue northern terminus equal ±1,483 feet (equivalent to City’s Staff Report distance of 1,487 feet) and provide access for 31 dwellings, not including potential ADUs.**

Each one of these land divisions required a Variance as required by 16.136.020.B, which reads:

Variances to the transportation design standards in this section may be granted by means of a Class 2 variance, as governed by Chapter 16.272, Variances. A variance may be granted under this provision only if a required improvement is not feasible due to topographic constraints or constraints posed by sensitive lands.

I searched the City's online records in Agendas and Minutes — which are normally complete — and found no evidence of staff reports or variance findings for these three prior extensions. I have submitted a public records request, but a response from the City will probably not occur until after this hearing. The absence of those records today means this body cannot assume that the prior extensions were lawfully approved. Without variances and sufficient findings in the record, this Commission cannot simply assume compliance.

It is of utmost importance to note that ORS) 227. 173(3) requires that, *Approval or denial of a permit application or expedited land division shall be based upon and accompanied by a brief statement that explains the criteria and standards considered relevant to the decision, states the facts relied upon in rendering the decision and explains the justification for the decision based on the criteria, standards and facts set forth.*

Such statements typically are the Findings following each of the variance criteria listed in the staff report. If the City approves a permit application short of the statutory requirements, the approval is unlawful. **I request that the record be held open for additional testimony per ORS 197.797(6)(a).**

II. Issues with the variance findings and the proposed Conditions of Approval.

Beginning on Page 6 of the Staff Report under Chapter 16.272 VARIANCES:

B. The findings do not address why the request is necessary to make reasonable use of the property. Instead, the findings are in the form of four Conditions requiring 1) a rezone, 2) widening of Kalmia Avenue, 3) a fire turnaround at the north end of Kalmia Avenue, and 4) a secondary fire-emergency access agreement.

C. The findings do not address why and how the request will not substantially be injurious to the neighborhood. Instead, the finding simply states that the “1,487-foot long cul-de-sac...presents a serious health, safety, and welfare risk...”

E. The finding is that the request **does** conflict with WMC 16.136.020(M). There is no procedural issue with this finding, but **it does mean that the variance request cannot be lawfully approved.** WMC §16.272.020 Criteria requires that “findings of fact are made by the zoning administrator...that satisfy the criteria of subsections A through F of this section.” The code does not provide any exceptions, i.e., **all** of the criteria must be satisfied.

F. The findings state that “physical constraints include topography and significant wetlands identified in the Local Wetland Inventory. However, there is an unpaved road from the proposed cul-de-sac circle to Ridge Road. An access easement, along with some road improvements remains a possibility for first responder access.”

Regarding topography, applicant’s Topographic Map appears to depict slopes between 1:5 (20%) and 1:4 (25%). WMC §16.216.010 defines “steep slopes” as “slopes greater than 25%, so it is foreseeable that topographic constraints could be mitigated within the purview of building construction standards and a variance for those standards would not be required.

Regarding wetlands, the Local Wetland Inventory, as shown on applicant’s LWI Map, shows that no wetlands are located on or significantly near the subject property. The closest mapped wetland boundary is on the west side of SW Kalmia Venue, ±36 feet west of the westernmost property line of applicant’s tax lot 400.

Hence, the scope of the variance appears to only apply to non-conforming SW Kalmia Avenue. The findings only describe a vague possibility for first responder access, but do not address other aspects of public safety, including evacuation routes and traffic circulation.

Condition of Approval No. 14 requiring the developer to “provide a secondary fire/emergency access easement” is an ineffectual means to demonstrate compliance with road and access standards. The same solution was applied in the Planning Commission’s approval of the Clear Lake Subdivision, which was ultimately withdrawn by the applicant in 2019. That project also proposed a stubbed gravel road for future connection to Ridge Road, as well as a non-remonstrance agreement for the possible formation of a Local Improvement District. Those options, if they did lead to road construction, would need to address the following obstacles:

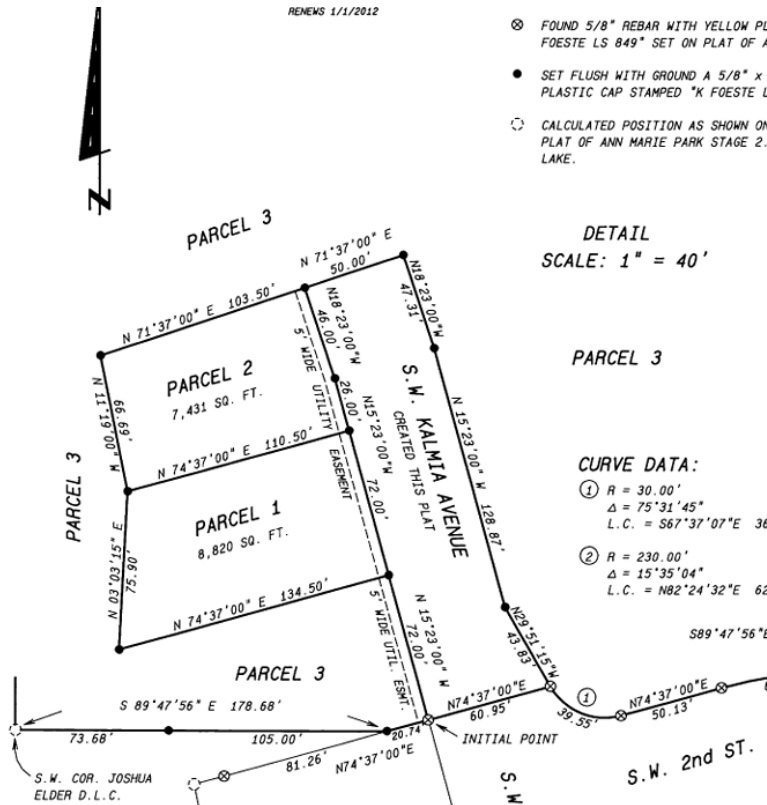
1. Most of the road would need to cross Locally Significant Wetlands, which would require a wetland hardship variance.
2. The road would cross properties of two different owners, each of whom would need to be the applicants for a wetland hardship variance.
3. One of the two predominant soils along the route is Bergsvik Mucky Peat, which has severe constraints for road building.
4. The road would also cross over Smith Lake drainage and would probably need to be elevated in at least that segment.

Respectfully submitted,
Will Caplinger
24F No. 7, Ln. 15 Zili Rd.
Tamsui District, New Taipei City 251
Taiwan

Depictions of the three previous land divisions are appended:

Partition Plat (PPT, Gramson) 2012-04:

The extension labeled "S.W. KALMIA AVE/CREATED [by] THIS PLAT" measured in survey distances along the west boundary of the road: 46 ft. + 26 ft. + 72 ft. + 72 ft. = 216 feet, which exceeded the 200-foot threshold for requiring a variance. If a staff report and Planning Commission hearing minutes are in the city records, they must include a variance and findings to justify the variance, otherwise the approval of the partition and the road extension were unlawful.



The plat was approved by the City Planning Director on April 30, 2012:

PARTITION PLAT NO. **2012-04**

N.E. 1/4 OF SECTION 20, T8N, R10W, W.M.
CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON

SURVEY BY: KARL F. FOESTE, 361 S.W. MAIN CT.
WARRENTON, OR 97146

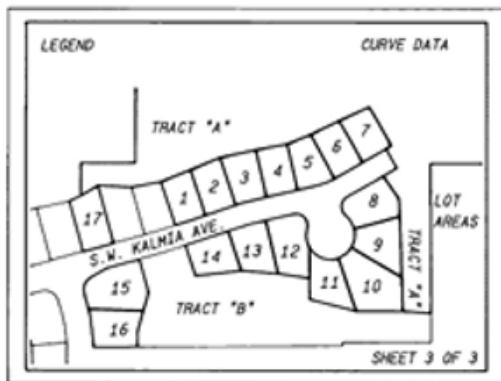
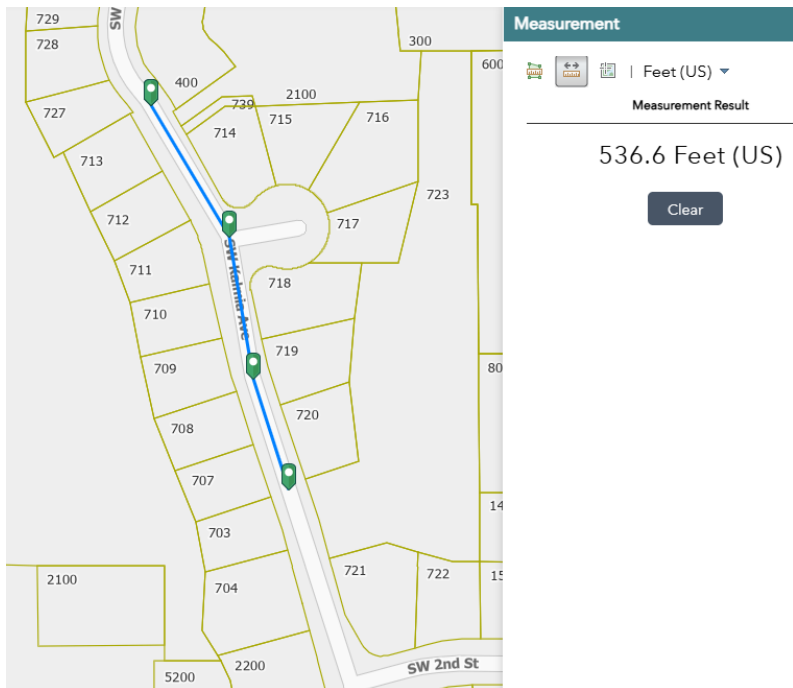
DATE: 6/20/2011

APPROVALS:

APPROVED THIS 30th DAY OF April, 2012.

Karl F. Foeste
CITY OF WARRENTON PLANNING DIRECTOR

Gil Gramson Park subdivision:



The final plat was approved by the City Planning Director on August 27, 2014:

GIL GRAMSON PARK
 A PORTION OF WHICH IS A REPLAT
 OF PARCEL 3, PARTITION PLAT 2012-04
 N.E. 1/4 OF SECTION 20, T8N, R10W, W.M.
 CITY OF WARRENTON, COUNTY OF CLATSOP, STATE OF OREGON

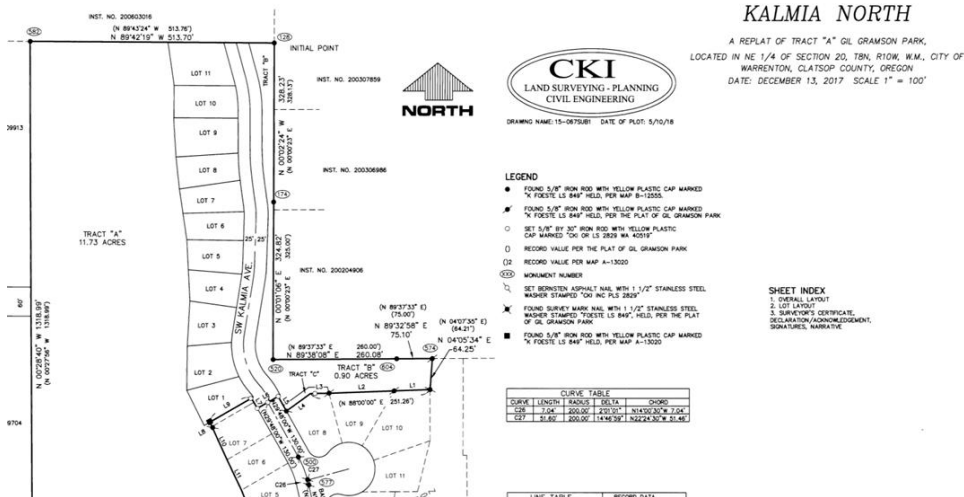
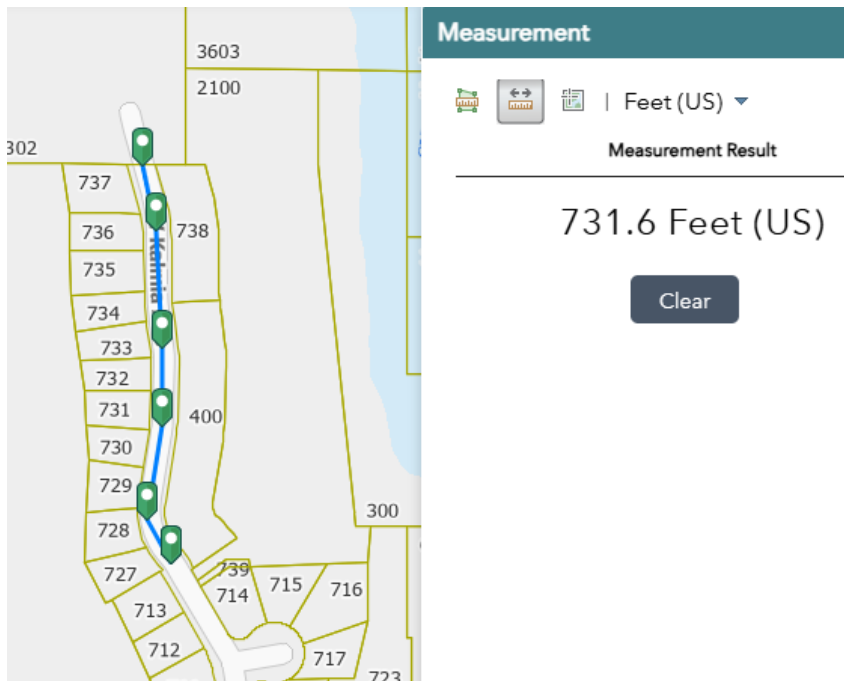
SURVEY BY: KARL F. FOESTE, 361 S.W. MAIN CT.
 WARRENTON, OR 97146

DATE: 8/1/2014

REGISTERED
 PROFESSIONAL
 LAND SURVEYOR
Karl F. Foeste
 OREGON
 JULY 10, 1988
 KARL F. FOESTE
 0849
 RENEWS 1/1/2016

APPROVALS:
 APPROVED THIS 27th DAY OF August, 2014.
[Signature]
 CITY OF WARRENTON PLANNING DIRECTOR

Kalmia North Subdivision:



The final plat was approved by the City Planning Director and the City Engineer on June 27, 2018.

APPROVALS
 CITY OF WARRENTON FILE NO. SUB 16-1 & V 16-5
 APPROVED THIS 27 DAY OF JUNE, 2018
ICAC
 CITY OF WARRENTON PLANNING DIRECTOR
 APPROVED THIS 27 DAY OF JUNE, 2018
UCC
 CITY OF WARRENTON ENGINEER

EXHIBIT B

To: City of Warrenton Planning Commission
Re: Public Hearing of September 11, 2025, for RZ-25-1, SUB-25-1, V-25-1
Subject: Additional evidence for the record held open for seven days
Date: September 18, 2025

The public records request for staff reports and findings for the approval of three land divisions that extended SW Kalmia Ave. 1,483 feet and provided access for 31 dwellings, namely Partition Plat 2012-04, Gil Gramson Park Subdivision, and Kalmia North Subdivision, was not received within the seven-day period; but should be presented, if found in City records, to the City Commission in a de novo hearing.

Please enter the following evidence into the record. Findings for approval should have referenced these WMC provisions:

1. The extended SW Kalmia Avenue is not a nonconforming use or structure if any of the extensions is demonstrated to have not been lawfully created. WMC 16.276.010 limits the designation of a non-conforming use or structure to a “lawful existing structure or use at the time this Code became effective” ...

16.276.010 Nonconforming Uses or Structures.

A nonconforming use or structure was a lawful existing structure or use at the time this Code became effective, but which does not conform to some or all of the requirements of this Code.
[emphasis added]

Therefore, the road may not be continued, expanded, extended, altered, or replaced under 16.276.010 Subsections A, B, C, or E.

2. WMC requirements bind successors-in-interest.

§ 16.08.020 Compliance and Scope.

B. Obligation by Successor. *The requirements of this Code apply to the owner(s) of record, persons undertaking the development or the use of land, and to those persons' successors in interest.*

3. Code violations are prohibited.

§ 16.16.020 Violation of Code Prohibited.

No person shall erect, construct, alter, maintain or use any building or structure or shall use, divide or transfer any land in violation of this Code or any amendment thereto. [emphasis added]

Will Caplinger
24F No. 7 Ln 15, Zili Rd.
Tamsui District, New Taipei City 251
Taiwan

EXHIBIT C

Excerpts from March 14, 2013 Planning Commission public hearing on Gil Gramson Estates subdivision variance

Comments on the Findings under Criteria B, D, and E below are presented following the excerpt.

43. B. The request is necessary to make reasonable use of the property. There will be an unreasonable economic impact upon the person requesting the variance if the request is denied;

Applicant Response: Because of topography and the location of existing wetlands, the only design that enables the efficient development of the subject property is that design that employs the over length cul-de-sac street. There will be an unreasonable economic impact on the applicant if the requested variance is denied.

Staff finding: The wetlands and topography are natural features of the site. Protective regulations limit the disturbance to those wetlands which dictate the proposed design. Staff concurs that the dead end street is the only option available to access the property and result in a reasonable use of it.

45. D. The request is not in conflict with the Comprehensive Plan;

Applicant Response: The requested variance is not in conflict with any portion of the Comprehensive Plan.

Staff finding: Staff agrees

46. E. The request is not in conflict with the Development Code. No variance may be granted which will result in a use not permitted in the applicable zone or which will increase the allowable residential density in any zone with the exception of individual lot size reduction; and

Applicant Response: The requested variance is in conflict with Section 16.136.020 M of the City's Development Code which limits the length of a cul- de-sac street to 200 feet. Granting the variance will not result in a use not permitted in the applicable R-M zone, and it will not increase the allowable density of the zone.

Staff findings: We agree.

- Criteria B Finding does not provide suitable evidence that the request is necessary to make reasonable use of the property. The development of a subdivision is not the only reasonable use of the property. Moreover, the Finding does not provide evidence of how and why the topography and wetlands “dictate” the one-and-only

design that will enable “efficient” development of the property. The Finding fails to provide any evidence of the “unreasonable economic impact” that will occur if the applicant is not able to extend the road only 16 feet beyond the 200 ft threshold that triggers the need for a variance.

- Criteria D Finding fails to provide any evidence that the request is not in conflict with the Comprehensive Plan. A Staff Finding of “We agree” is an opinion and lacks any factual assertions.
- Criteria E Finding not only fails to provide any evidence that the request is not in conflict with the Development Code, but Staff also agrees with the applicant’s statement that, “The requested variance is in conflict with Section 16.136.020.M of the Development Code.” Criteria that address public safety must explain why the extended dead-end road will not harm health, safety, or welfare. Staff’s mere assertion is inadequate under the law. The Finding’s validation that the request will be in conflict with the Development Code is a Finding of non-compliance that should have resulted in the denial of the variance request.
- Bear in mind that this first subdivision only extended the road 216 feet and accommodated 3 dwellings; but the two subsequent subdivisions, for which no approval records were located, together extended the dead-end road 1,267 feet and added an additional 28 residential lots.
- By law, subdivisions and variance approvals must be supported by Findings that address the applicable criteria with evidence. If indeed those approvals do not exist in the public record, it raises the real possibility that prior approvals were either procedurally defective, unlawful, or both.
- Most importantly, new development requires evidence that the land divisions, road improvements, variances, and other land use approvals were lawful. Without evidence of this, the City Commission cannot simply assume compliance. Without evidence of lawful approvals, the Commission should treat the previous road extensions as potentially unlawful infrastructure that cannot legally support new development.



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Esther Moberg, City Manager
Item Name: Consideration of Neahring Rezone; Ordinance No. 1299 Second Reading and Adoption

Summary:

Adam Neahring has applied for a Rezone request from Residential Growth Management (RGM) to Medium Density Residential (RM) to enable the future development of a 12 lot subdivision. This change is allowed within the comprehensive plan and is also a required rezone to meet the density of the subdivision. The subject properties are owned by Adam Neahring and are identified as Tax Lots 81020AA00400 and 81020AA00738. This is a further development of the Kalmia Avenue neighborhood/area.

Recommendation/Suggested Motion:

I make a motion for a second reading by title only of Ordinance Number 1299, An ORDINANCE AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF TAX LOTS 81020AA00400 and 81020AA00738 FROM RESIDENTIAL GROWTH MANAGEMENT TO MEDIUM DENSITY RESIDENTIAL.
AND

I move to adopt ORDINANCE Number 1299, An ORDINANCE AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE ZONING OF TAX LOTS 81020AA00400 and 81020AA00738 FROM RESIDENTIAL GROWTH MANAGEMENT TO MEDIUM DENSITY RESIDENTIAL.

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

1. Staff Report



City of Warrenton

Planning Department

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

Phone: 503.861.0920 Fax: 503.861.2351

STAFF REPORT

TO: Warrenton City Commission

FROM: Esther Moberg, City Manager: Presenting previous Planning Director's report

DATE: November 25, 2025

SUBJ: Neahring – Kalmia Drive

- Rezone RZ-25-1

BACKGROUND

Adam Neahring has applied for a Rezoning from Residential Growth Management (RGM) to Medium Density Residential (RM), to enable a 12 lot Subdivision. The subject properties are owned by Adam Neahring and are identified as Tax Lots 81020AA00400 and 81020AA00738.

PUBLIC PROCESS, PROCEDURES & PUBLIC NOTICE

The applications were submitted previously on August 18, 2025 and were deemed complete on September 4, 2025. A notice of the public hearing was sent to adjacent property owners on August 22, 2025 and published notice in The Astorian on August 28, 2025.

The Planning Commission made a unanimous recommendation of approval of the rezone to the City Commission on October 9, 2025.

CODE PROVISIONS, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this application include:

16.208 TYPES OF APPLICATIONS AND REVIEW PROCEDURES

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

Chapter 16.208 Administration of Land Use and Development Permits 16.208.060 Type IV Procedure (Legislative and Map Amendments).

Chapter 16.232 Amendments To Comprehensive Plan Text And Map, Rezone, And Development Code 16.232.030 Quasi-Judicial Amendments

BACKGROUND

On December 8, 2016 The Warrenton Planning Commission approved Gil Gramson Preliminary Plat Application SUB-16-1 for an 11-lot subdivision.

On April 25, 2019 the Planning Commisison approved the Gil Gramson Clear Lake Subdivision SUB 19-1.

On October 9th, 2025, the Planning Commission approved SUB-25-1 and V-25-1. During the public comment period, public comments were made regarding these and a subsequent appeal was filed regarding the same.

There is an appeal currently before the City Commission regarding SUB-25-1; V-25-1 as a public hearing to be held on November 25, 2025.

SUMMARY

It is the opinion of Staff that the previous plats as listed above were properly noticed, with sufficient public participation, and all relevant issues were reasonably considered in a legal and lawful manner by the Planning Commisison. The Rezone from RGM to RM is in keeping with the development code and comprehensive plan and meets the criteria for appropriate development in this zone.

It is the recommendation of the Planning Commission to approve the rezone from Residential Growth Management (RGM) to Medium Density Residential (RM).

CODE PROVISIONS, APPLICANT RESPONSES, AND FINDINGS

Applicable Warrenton Municipal Code (WMC) chapters for this application include:

WMC 16.32.020, 16.32.040 and 16.32.050 – Medium-Density Residential District
WMC 16.112 – GM zone development standards

Chapter 16.32 – Medium-Density Residential District

16.32.020 Permitted Uses

APPLICANT RESPONSE: None provided.

STAFF FINDING: The proposed use would be allowed if RZ-25-1 is approved. *This criterion may be met.*

16.32.040 Development Standards

(A)(1). Density Provisions. Minimum lot area for single-family detached dwelling or duplex: 5,000 square feet.

APPLICANT RESPONSE: Current Tax Lot Size: 0.928 Acres & 0.487 Acres = 1.415 Total Acres; Proposed Lot Sizes:

Number of Lots: 12 Lots

Average Lot Size: 5,280 sq. ft.

Smallest Lot: 5,000 sq. ft.

Largest Lot: 5,534 sq. ft.

STAFF FINDING: Minimum density is eight dwelling units per acre. Calculation: 1.415 acres/12 Lots = 8.48 lots per acre. The proposed use would be allowed if RZ-25-1 is approved. ***This criterion may be met.***

ORDINANCE NO. 1299

INTRODUCED BY ALL COMMISSIONERS

AN ORDINANCE AMENDING THE CITY OF WARRENTON ZONING MAP TO RECLASSIFY THE
ZONING OF TAX LOTS 81020AA00400 and 81020AA00738 FROM RESIDENTIAL GROWTH
MANAGEMENT TO MEDIUM DENSITY RESIDENTIAL

WHEREAS, the Adam Neahring applied to rezone two properties along Kalmia Drive to allow for a new housing development; and

WHEREAS, the Warrenton Planning Commission conducted a public hearing on the proposal on October 9, 2025, and forwarded a recommendation of approval to the City Commission based on the findings and conclusions of the October 9, 2025, staff report and public testimony; and

WHEREAS, the Warrenton City Commission conducted a public hearing on the proposal on November 25, 2025, and has determined that the proposal is consistent with the Comprehensive Plan and meets the applicable criteria in the Warrenton Municipal Code based on the findings and conclusions of the October 9, 2025, staff report, public testimony, and the Planning Commission findings;

NOW THEREFORE, the City of Warrenton ordains as follows:

Section 1. The City of Warrenton Zoning Map is amended to reflect the rezone herein described as Exhibit 1 based on the findings and conclusions referenced above.

Section 2. This ordinance shall take full force and effect 30 days after its adoption by the Commission of the City of Warrenton.

First Reading:

Second Reading:

ADOPTED by the City Commission of the City of Warrenton, Oregon this ____ day of ____, 2025

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

Exhibit 1

Item: Kalmia Drive Rezone; Subdivision, Variance
Applicant: Adam Neahrng
File # RZ-25-1; SUB-25-1; V-25-1



Future Urban
Development

Legend

Road Names

Road Names

City Zoning

R-10 Urban Growth
Management

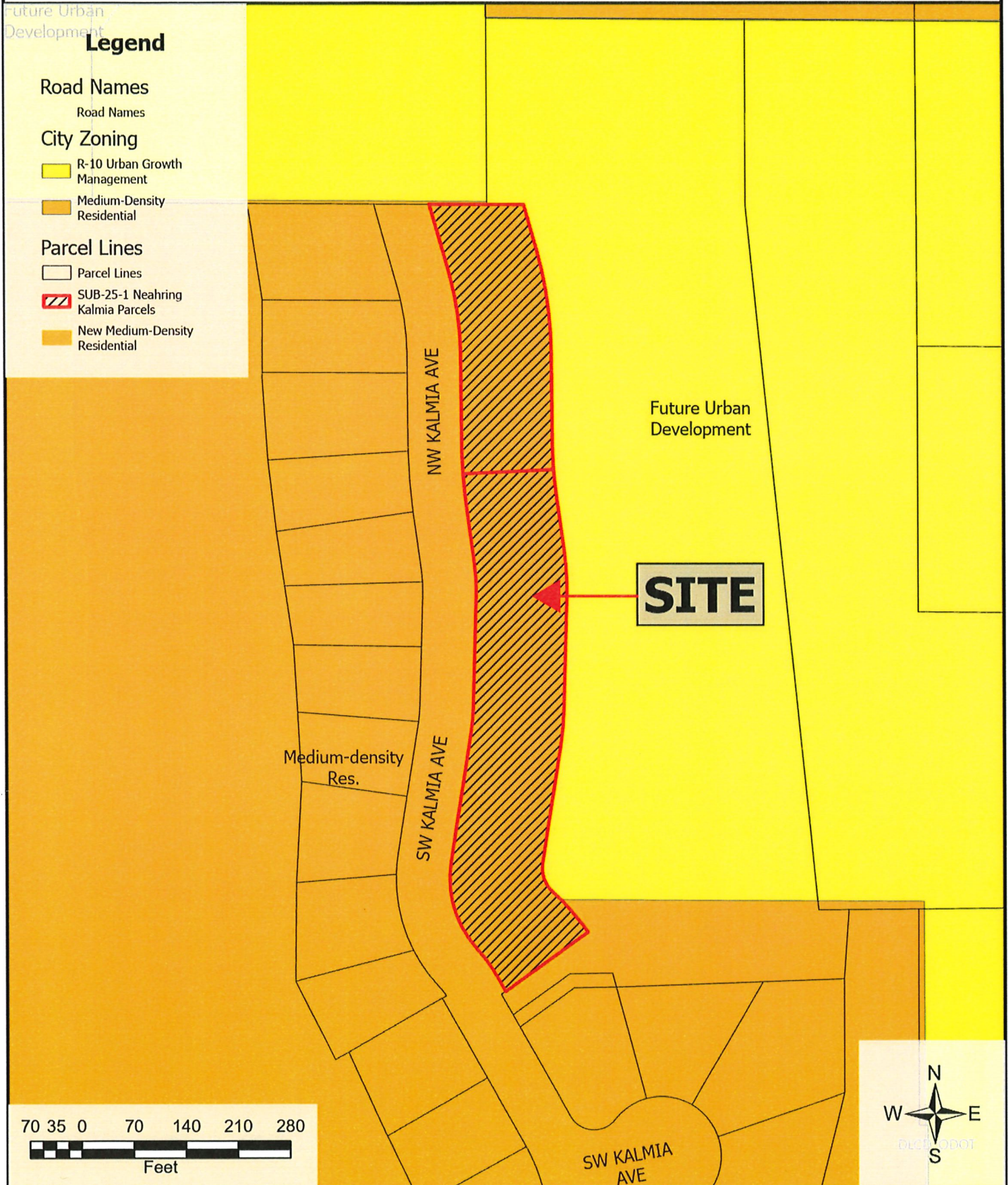
Medium-Density
Residential

Parcel Lines

Parcel Lines

SUB-25-1 Neahrng
Kalmia Parcels

New Medium-Density
Residential



Clatsop County Webmaps

The map displays various zoning districts across Clatsop County. Key districts include:

- RGM** (Residential General Medium Density): Shaded with yellow and grey diagonal lines. Located in the top left, top right, and center-right.
- RM** (Residential Medium Density): Solid orange. Located in the top center and bottom center.
- R40** (Residential Single-Family): Solid yellow. Located in the bottom right and center-right.
- A5** (Agricultural): Blue with white dots. Located in the bottom left.
- R4** (Residential Single-Family): Solid yellow. Located in the bottom right.

Streets shown include NW Kalnia Ave, SW 1st St, SW 2nd St, and SW 3rd St. Lot numbers are visible throughout the map, such as 1300, 1200, 1100, 700, 737, 736, 735, 734, 733, 732, 731, 730, 729, 728, 727, 713, 712, 711, 710, 709, 708, 707, 738, 739, 715, 716, 714, 717, 718, 719, 720, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

County of Clatsop, Clatsop County GIS Services, County of Clatsop, Oregon GIS Services, Clatsop County



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Page 76 of 157



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

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

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

Property

Address: Vacant Land East of Kalmia Ave, Warrenton, OR 97146
Tax Lot (s): 400 & 738 | Map 8N10W20AA
Zone: RM Flood Zone: N/A Wetlands: N/A

Applicant

Name (s): Adam Neahring
Phone: 503-440-4423 E-Mail Address: adamneahring@gmail.com
Mailing Address: 101 SW Juniper Ave, Warrenton, OR 97146
Applicant Signature(s): _____ Date: 6/5/2025

Property Owner (if different from applicant)

Name (s): Property Owner Same as Applicant
Phone: _____ E-mail Address: _____
Mailing Address: _____
Owner's Signature: Adam Neahring Digitally signed by Adam Neahring
DN: C=US, E=aneahring@bergeson-const.com, O=Bergerson
Construction, Inc., CN=Adam Neahring
Reason: I am approving this document
Date: 2025.06.05 14:03:47-07'00' Date: 6/5/2025

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

Rezone (Zoning Map Amendment)
7.2024

Description of Existing Conditions

1. Existing use of site: Vacant Land
2. Existing zoning of the subject property: R10 | RGM
3. Proposed zoning of the subject property: RM
4. Existing zoning of the surrounding properties:
North: R10 RGM
East: R10 RGM
South: RM
West: RM

Rezone (Zoning Map Amendment) Review Criteria

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

1. Does the proposal conform to the applicable Oregon Revised Statutes? Yes ☒ No ☐

Please explain: The proposal to change Adjusted Tax Lots 400 & 738 to RM Zoning from R10 RGM Zoning is in compliance with the States intent of developing designated RGM Zone areas. This proposal conforms to the Oregon Revised Statutes.

2. Does the proposal conform to the Statewide Planning Goals? Yes ☒ No ☐

Please explain: The proposal to change Adjusted Tax Lots 400 & 738 to RM Zoning from R10 RGM Zoning is in compliance with the States intent of developing designated RGM Zone areas.

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

Please explain: The lot lines of Tax Lots 400 & 738 have been adjusted. Tax Lots 400 & 738 are now located within two existing Zones, RM & R10 RGM.
No further studies or change of circumstances are applicable.

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



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Jessica Barrett, Finance Director
Item Name: Consideration of Ordinance No. 1298; Providing for Rules & Regulations for Water Department - Second Reading

Summary:

Ordinance No. 1298 updates the language surrounding water shut off as recommended by staff and legal.

Recommendation/Suggested Motion:

"I move to conduct the second reading, by title only, of Ordinance No. 1298; providing for rules and regulations for City of Warrenton Water Department and all areas served by the municipal water department outside Warrenton's city limits; requiring installation of water meters; repealing any other water ordinances or resolutions or parts thereof in conflict herewith; providing a penalty for violation of any terms and conditions herein"

"I move to adopt Ordinance No. 1298."

Alternative:

None Recommended

Fiscal Impact:

N/A

Attachments:

1. Water Ordinance 1298

ORDINANCE NO 1298

INTRODUCED BY ALL COMMISSIONERS

PROVIDING FOR RULES AND REGULATIONS FOR CITY OF WARRENTON WATER DEPARTMENT AND ALL AREAS SERVED BY THE MUNICIPAL WATER DEPARTMENT OUTSIDE WARRENTON'S CITY LIMITS; REQUIRING INSTALLATION OF WATER METERS; REPEALING ANY OTHER WATER ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HERewith; PROVIDING A PENALTY FOR VIOLATION OF ANY TERMS AND CONDITIONS HEREIN

The City of Warrenton, Oregon, Ordains as follows;

Section 1. DEFINITIONS

“Accessory Dwelling” is defined as a small, secondary housing unit, usually the size of a studio apartment, located on the same lot as an established detached single-family residence. The accessory dwelling can be a detached cottage, a unit attached to a garage, or in a portion of an existing house. An accessory dwelling is an accessory structure and shall comply with the accessory structure standards of Municipal Code Chapter 16.180 and more particularly Section 16.180.040, Accessory Dwelling Standards.

“Applicant” is defined as any person, corporation, association, or agency applying for water service.

"Approved Air Gap" is defined as a physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressurized receiving vessel. An "Approved Air Gap" shall be at least twice the diameter of the supply pipe measured vertically above the overflow rim of the vessel and in no case less than 1 inch (2.54 cm), and in accord with Oregon Plumbing Specialty Code.

“Approved Backflow Prevention Assembly” is defined as a Reduced Pressure Principle Backflow Prevention Assembly, Reduced Pressure Principle-Detector Backflow Prevention Assembly, Double Check Valve Backflow Prevention Assembly, Double Check-Detector Backflow Prevention Assembly, Pressure Vacuum Breaker Backsiphonage Prevention Assembly, or Spill-Resistant Pressure Vacuum Breaker Backsiphonage Prevention Assembly, of a make, model, orientation, and size approved by the Oregon Health Authority. Assemblies listed in the currently approved backflow prevention assemblies list developed by the University of Southern California, Foundation for Cross-Connection Control and Hydraulic Research, or other testing laboratories using equivalent testing methods, are considered approved by the Oregon Health Authority. Approved assemblies include the attached shutoff valves on the inlet and outlet end of the assembly, assembled as a complete unit.

“Auxiliary Water Supply” is defined as any water supply on or available to the premises other than the City's approved public water supply. These auxiliary waters may include water from another City's public potable water supply or any natural source(s) such as a well, spring, river, stream, harbor, etc., or used waters or industrial fluids. These waters may be contaminated or polluted or they may be objectionable and constitute an unacceptable water source over which the City does not have sanitary control.

“Backflow” is defined as the flow of water or other liquids, mixtures, or substances into the distribution pipes of a potable supply of water from any sources other than its intended source, and is caused by backsiphonage or backpressure.

“City” is defined as City of Warrenton, its staff and/or designee (authorized representative).

“City Service Line” is defined as any pipe and fittings which connect a water main to a water meter or customer service line.

“Commercial” is defined as one who is engaged in commerce and uses water during the course of a business where profit is a chief aim.

“Cross Connection” is defined as any actual or potential unprotected connection or structural arrangement between the public or user’s potable water system and any other source or system through which it is possible to introduce into any part of the potable system any used water, industrial fluid, gas, or substance other than the intended potable water with which the system is supplied. Bypass arrangements, jumper connections, removable sections, swivel or change-over devices and other temporary or permanent devices through which, or because of which, backflow can or may occur are considered to be cross connections.

“Customer Service Line” is defined as any pipe, valves, and fittings leading from the water meter or City service line into the premises served or the point of ultimate use.

“Inaccessible to Read” is defined as a water meter of any size or type which is not conveniently accessible for purpose of reading, inspecting, repairing, and connecting or disconnecting service.

“Industrial” is defined as a business involved in the commercial production and sale of goods.

“Institutional” is defined as an organization or foundation dedicated to education, public places of worship or culture, e.g., schools, rest homes (including adult foster homes), hospitals, jails.

“Living Unit” is defined as any living quarters in which cooking or toilet facilities are provided.

“Multi-Family” is defined as a building or portion thereof designed for occupancy of two or more families.

“Person(s) Responsible” is defined as a person, including a buyer under a land sales agreement, lawfully occupying a property to which utility services are provided pursuant to an agreement with the owner.

“Property Owner” is defined as an individual or organization that has legal ownership as evidenced by a deed filed with the County for the service address. It is further understood that any individual or organization that is listed on the deed (no matter the percentage ownership) is authorized to conduct business for the service address and to incur charges accordingly.

“Public Works Director, their Designee or State Health Official” is defined as the City of Warrenton Public Works Director in charge of the water department, their designee or the representative of the State of

Oregon Health Department who is invested with the authority and the responsibility for the implementation of an effective cross-connection control program and for the enforcement of the provision of this ordinance.

“Service” is defined as a combined facility made up of both a City service line, and a customer service line.

“Single Family” is defined as one who uses water for normal residential use.

“Single Service Connection” is defined as a property with a water service serving a single customer.

“User” is defined as any person(s), corporation, or other entity using water through an established service line.

“Water Main” is defined as any pipe owned by the City of Warrenton laid in a street, alley, or easement, and used or intended to be used for the distribution of water to customers through service lines.

“Water Meter” is defined as any device used for the measurement of water delivered to an individual location or user.

“Water Service Disconnection” is defined as permanent removal of both water and sewer connections from City mains. The sewer service is required to be capped as close to the sewer main without cutting into the road surface. Sewer connections shall be capped prior to the City removing the water meter. A Public Works Department representative shall be present during the capping of services. All costs for capping of water and sewer services will be borne by the property owner.

Section 2. APPLICATIONS

- (1) **New Water Meter Connection:** An application for the installation of a new water meter connection shall be made to the Public Works Department. Upon completion of the new water meter application process and prior to the physical installation of the meter, the applicant shall apply for a utility account with the Finance Department.
- (2) **Utility Account Application:** An application for an existing water service shall be made to the Finance Department in person, on printed forms to be furnished by the City. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water. The owner of each property to be served must sign for such service; if the property is to be rented, leased or occupied by other than the owner, and if it is the stipulation of the owner that such occupant, hereafter referred to as person(s) responsible, must pay for the water service, then this person must also complete and sign an application form. A new application must be made for each change in use or ownership.
- (3) **Outstanding Account Balances:** The City will not allow a new utility service to customers with an outstanding balance on their account(s) with the City until the entire balance that has accrued to the former account(s) has been paid in full.

- (4) **Water User:** Any person supplied with water from the City main will not be entitled to use it for any purpose other than that stated in the application, or to supply it in any way to other person(s) or families not mentioned in the application. Penalties and shutoff will apply.
- (5) **Change of Ownership or Person(s) Responsible:** Any tenant moving from or change of property ownership must indicate their release of responsibility by notifying the City prior to the date of leaving.
- (6) **Property Ownership Responsibility:** The property owner of record shall be ultimately responsible for the payment of all charges prescribed in this ordinance. If the person(s) responsible fails to pay the charges, the City shall submit the bill to the property owner.

Section 3. INSTALLATION

- (1) **Installation:** A new service may be installed upon an approved water availability and payment of current water connection fee, any additional costs for labor and materials and System Development Charges (SDCs), as set by resolution. All meters shall be installed only in the public right-of-way adjacent to: (1) the property to be served, or (2) a recorded easement which allows placement of utilities, which easement benefits the property to be served.
- (2) **Water Availability Statements:** New water service can be applied for through the Public Works Department. The City makes no guarantee of water availability. Water will be determined available if a water main is within 100 feet of the property line where the meter would be placed and no other restrictions apply. The property line may be adjusted in the case of an easement granting the property owner the right to a utility easement for water. If a water main is not available then the applicant is responsible to extend an adequately-sized water main in an established right of way (ROW) or dedicated utility easement across the full frontage along the ROW of the property being developed in accordance with the City of Warrenton Engineering Standards. These applications will expire after 90 days from the date of issuance if the appropriate connection fees listed on the statement are not paid in full. Applicant has the right to reapply if the previous application has expired. Meter connection charges that have been paid for but not installed after 12 months from the date of payment for connection charges will be refunded in full and the water availability statement will be void. Applicant has the right to reapply for a water availability statement.
 - a. The water availability statement will note the size of meter, purpose of water use, fees, conditions and responsibilities of the owner/contractor.
 - b. The applicant must state fully and truly all purposes for which the water may be required and must agree to conform to rules and regulations as a condition for the use of water.
 - c. Unexpired water availability applications, that have not been paid and meter(s) installed, will be subject to increased fees, as set by resolution.
- (3) **Single Family Residential Water Meter Connection:** All single family residential properties, including new subdivision development lots, shall be required to use water meters, the kind or make of said meter to be approved or designated by the Public Works Department.

a. Where an existing City service line is installed, approval by all required departments has been received, and the applicant's payment, of all associated charges and fees have been paid in full, a water meter will be dropped-in by the Public Works Department within two (2) business days.

b. Upon the applicant's payment, in full, of both current meter connection fees and SDCs, the full installation of the City service line with meter box and meter shall be installed by the Public Works Department. The department will attempt to make any and all installations within 30 days or as soon as possible, in the order received.

(4) **Commercial, Industrial and Multi-family Water Meters:** All water meter(s), the kind or make of said meter(s) to be approved or designated by the Public Works Department and service connections will be installed by the owner/contractor. All meter information and numbers will be delivered to the Public Works Department upon installation. A single water meter will be installed to serve multiple living units, such as duplexes, apartment houses, etc., unless the owner requests a separate service for each unit. If a separate service is requested, each such service will be metered and charged the appropriate rate. An approved backflow prevention assembly is required immediately behind the water meter on the customer's service line, for premise isolation.

a. Water services including all infrastructure, water meters and meter boxes with lids the size and type required by the City Public Works Department will be installed by the owner/developer and the meter information will be remitted to the City at the time of installation. All meters larger than 1" will be flanged. A daily inaccessible to read penalty will apply if meter information is not submitted at the time of installation.

Section 4. MAINTENANCE

(1) **Accessibility of Meters:** The person(s) responsible for any property where a water meter is located shall see that said meter is free from obstructions and conveniently accessible at all times for the purpose of reading, inspecting or repairing. Failure to do so shall result in a letter of warning and may result in water service disconnection. Meters shall be located 12 inches inside the public or street right-of-way. A daily inaccessible to read penalty will apply when meters are blocked for more than two (2) business days.

(2) **Canceling Accounts/Meter Removal:** Voluntary account cancellations/disconnections require prepayment of fees and will apply to garbage, sewer and storm sewer utilities associated with this water service. Involuntary account cancellations will have all applicable fees assessed on the utility bill. All costs associated with water service disconnection are the responsibility of the property owner, whether voluntary or involuntary. Utility base rates shall not apply to cancelled accounts. The property owner will be required to reapply for water service and pay all applicable water connection fees as set by resolution to be reconnected to the utility system.

The City of Warrenton will have the discretion to disconnect a property from the utility system with or without the property owner's permission. If a structure is damaged or falls into a state of serious disrepair, after 90-days the City may remove the water meter from the property thereby disconnecting the property from the utility system. A notice of intent to disconnect will be sent to the property owner 30 days prior to disconnection. The property owner will have the right to present the City any relevant information to forgo forced disconnection, though not all reasons shall be deemed sufficient.

A petition for cancellation shall only be allowed under the following conditions:

- a. Existing accounts associated with properties that have no structure.
- b. Structures that are not required to have water service per building code and/or fire code.
- c. A dangerous building or structure that has been ordered abated by order of the Building Official or Fire Chief and will be removed according to the Municipal Code 15.08.100.
- d. Owners of buildings or structures that have been extensively damaged by fire, earthquake or other catastrophic event and will not be rebuilt may petition to have a meter removed upon review by the Building Official and/or Fire Chief according to the Municipal Code 15.08.100.

Once a petition is approved by the City Manager and the applicant has met all the requirements of the Public Works Department for water service disconnection, the City will remove the water meter service associated with the account and the account will be cancelled. The fee for meter removal is set by resolution.

- (3) **Service Pipe:** Service pipe(s) of any size between the main and the meter shall be of the type and material specified by City of Warrenton Engineering Standards. Service pipe(s) between the main and meter shall be maintained by the City Public Works Department. The water service line from a meter to the premises shall be maintained by the property owner. If check valves restricting backflow are installed on a customer's service line, a proper relief system shall also be installed to protect from thermal expansion, as required by Oregon Plumbing Specialty Code.
- (4) **Repair and Protection:** All service pipes except that portion between the connection from the City main to the curb stop or meter must be kept in repair and protected from freezing at the expense of the owner, lessee or agent, who will be responsible for all damages resulting from leaks or breaks. Failure to comply will result in discontinuance of service.
- (5) **Meter Repair- $\frac{3}{4}$ and 1 inch:** The expense of maintaining three-quarter ($\frac{3}{4}$) and one (1) inch water meters will be borne by the City; provided, however, that where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible of the premises, the expense to the City caused thereby may be charged and collected

from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible of the premises.

- (6) **Meter Repair- larger than 1 inch:** The expense of maintaining meter assemblies larger than one (1) inch and corresponding vault(s) will be borne by the property owner. The City may require testing of the water meter at any time in which the readings of the meter reflect a significant drop in usage and the owner has not provided a reasonable explanation for such change in usage. The property owner will be notified prior to such testing.

The City may require immediate replacement of the water meter with a meter of the same size, type and style that meets City standards should it cease to function as designed and a repair is not possible. Water meters will be replaced by the City at the owners expense. No water will be supplied to unmetered service connections.

Meters that are currently in place and do not meet the City meter specification standard at the passage of this ordinance, will be maintained and replaced by the City. Upon replacement by the City, the person(s) responsible will then become responsible for all maintenance and replacement costs of the meter assembly.

- (7) **Private Shut-Off:** A shut-off on the customers side of the water meter shall be installed and maintained by the owner for each service and made available for emergency use. The shut-off is required to be placed directly behind the water meter on the customer service line.
- (8) **Meter Out of Order:** If a meter is out of order and not registering accurately, the consumption charge shall be computed on the basis of a monthly average of the previous twelve (12) months when the meter was functioning properly, such time sequence being necessary to encompass seasonal use.
- (9) **Tampering:** No person shall connect, remove, repair, turn-on, turn-off or otherwise disturb any water meter or service after once set; but, at the discretion of the City, a meter may be removed by the City for an unpaid account. Water services that have been locked off for non-payment of a utility bill, and turned back on by anyone other than a City official shall be reported to the Police Department as theft of service.
- (10) **Damages:** The person(s) responsible or property owner shall be responsible for any damages to the locking device affixed at the time of shut-off, or to any meter or meter box which gives evidence of having been damaged by carelessness or vandalism. These charges will be billed separately; however, failure to pay within 90 days shall result in meter removal and be subject to connection charges for reconnection as set by resolution.

Section 5. CHARGES, PAYMENTS AND PENALTIES

(1) **Billing, Due Dates and Past Due Penalties:**

- a. Bills are sent on a monthly basis, regardless of occupancy or if the water is off. Each bill rendered shall contain the final date on which payment is due. If the bill is not paid by that date, the account shall be considered delinquent. Water charges for consumption in the previous month shall be billed at the beginning of the following month and are due and payable at Warrenton City Hall on the last business day of the same month in which the bill is issued. All payments on account shall reference the appropriate customer number.
- b. If payment in full is not received by 11:59 p.m. on the last business day of the month, a late charge penalty set by resolution will be added. If the account is still unpaid on the 1st of the month following the date the payment was due, a bill will be mailed to the person(s) responsible showing all charges due with a past due notification.
- c. The City will send a reminder letter of these late charges to the property owner and person(s) responsible (if they are not the same) on or near the 7th of the month.
- d. A door hanger will be hung on or near the 14th day of the month stating water service will be shut-off on, or a specified date near, the 20th of that month if the account remains unpaid. Once a door hanger has been sent, payment must be made in full for the past due amount to avoid service termination. The customer will be charged a door hanger penalty as set by resolution. A door hanger will be hung on the subject property and the corresponding fee will be attached to the past due account, even if the prior person(s) responsible/owner no longer resides at the property.
- e. If past due charges are not paid in full by 11:59 PM on the date specified on the door hanger the City shall shut off service to the property and a shut-off penalty shall be added to the charges. Water service shall not be restored until all late penalties, door hanger penalties, shut-off penalties, past due charges, and all other charges accrued to date during the then-current billing month are paid in full.
- f. When payment has been made in full and the request for restoration has been made before 2:00 p.m., same day service is available. If an immediate restoration is required after 2:00 p.m., an emergency turn on fee will apply.
- g. In the event the City is unable to physically terminate service to a customer for non-payment, the customer will still be charged a shut-off penalty. It is the responsibility of the person(s) responsible or owner to make certain payment in full has been received by the City in a timely manner.
- h. If the past due amount on a closed account remains unpaid at shut-off day, the shut-off penalty will be assessed to the previous person(s) responsible/owner even though the water is not shut-off. No new Utility Applications will be taken until such time that all accounts at the address associated with the past due account are paid in full.

- i. Owners and/or person(s) responsible shall be notified of and have the opportunity to be heard by the Finance Director or employee empowered to resolve any valid objections to the billing prior to the disconnection.
- j. Properties whose service has been shut-off for non-payment for 12 months with no payments made on the City billing accounts or any balances in collections will be disconnected from the utility system. A fee for meter removal, as set by resolution, as well as any cost to remove garbage, sewer or storm sewer utilities will be assessed to the utility billing account and billing for utilities will discontinue as of the date of meter removal. Any outstanding balances may be referred to a collection agency. The property owner will be required to reapply for water service, pay applicable water connection fees as set by resolution and pay all outstanding balances including any balances in collections in order to be reconnected to the utility system. The property owner will be required to pay the balances owed or establish an approved payment plan with the City in order to avoid forced disconnection. See section 4.2 Canceling Accounts/Meter Removal.

In extreme circumstances, such as if removal costs are excessive and/or removal of services requires cutting into road surfaces or will disrupt other utilities, Public Works, with approval from the City Manager, may choose to leave the water service in the ground to monitor for leaks, but billing will cease.

- (2) **Meter Reading:** Water meters will be read monthly on a regularly scheduled basis. The charge for each meter shall be made from one reading to the next on a monthly basis. In the event it is not reasonable to read the meter on a monthly basis due to inclement weather or City emergency, the monthly charge may be estimated based on the prior twelve (12) month's read.
- (3) **Mixed Use Structures:** Where a structure has a commercial use and a residential use or any other combination of uses, the higher monthly rate will apply.
- (4) **Multi-Units:** Where two or more units are served through one master meter, the owner or authorized agent will be billed for the meter use, on a monthly basis. If separate units in a multi-unit complex have separate individual connections, the individual units will be billed individually on a monthly basis.
- (5) **Service Calls:** A fee set by resolution will be assessed to a customer requesting a service call to their address. Final reads are considered a service call. For the protection of the account holder's property, residents may request to have their water turned off for a fee, as set by resolution. Upon request, the City will then turn the service back on for an additional fee. Base rates, including water, sewer, storm drain, garbage and recycling will apply regardless of whether or not the water meter is on or off.
- (6) **Notice for Service:** The Public Works Department requests two (2) business days notice be given in order to schedule service calls; however, whenever possible, requests for service will be handled as promptly as possible.

(7) **Refund:** Customers who have closed their utility accounts with the City and have credit-account balances equal to or greater than \$3.00 will receive refunds. No refunds will be issued for accounts with less than \$3.00. Refund checks that have not cleared the City's bank within 90 days of issuance will be cancelled and will be referred to the State of Oregon Unclaimed Property Division. Customers who have an active account at a different address with the City will have their credit balance applied to their active account unless the customer requests otherwise.

(8) **Leaks:** When a leak occurs on the customer's side of the meter, it is the responsibility of the owner to have the leak repaired within 10 days of the discovery or notification by the City of the leak.

a. **Adjustment for Leaks:** If the leak has caused the monthly charge to be excessive, the responsible person may submit a written request for an adjustment. If the excessive charge exceeds the average monthly charge by 300% or more, the responsible person may be granted a reduced payment equal to the average monthly charge plus 20% of the excessive charge. In order to receive the reduced payment option, the person(s) responsible must submit a completed leak adjustment request form attesting to the repair of the leak and with all available substantiating documents and receipts attached. All others will be responsible for the total charge while the leak adjustment is in process. A completed leak adjustment request form with the substantiating documents and receipts is required for all leak adjustments. Leak adjustments will be processed once the water consumption has returned to a normal level based on the pre-leak period. The formula for the leak adjustment is average monthly charge plus 20% of the excessive charge. Leak adjustments will be made for a maximum of the six months prior to the repair of the leak that demonstrates leak consumption. Adjustments will not be made for leak consumption occurring outside the most recent six-month period. Only two separate adjustments may be made per account per calendar year.

b. **Shut off Due to Waste:** The City of Warrenton Water Department shall not knowingly furnish water to premises where there is an ongoing leak. When there is a defective or leaking fixture, leaking customer service line, irrigation system, or there is no shutoff device on the customer side and the customer fails to take prompt corrective action to repair the leaking line or fixture, the City may at its option, within 60 days of customer notification, shut off the water on the City side of the meter. All monthly charges fees and penalties will apply if the City must shut off the water meter to ensure water conservation.

(9) **Special Charges:** A fee will be charged for any returned payments. Customers have five (5) business days to make returned payments good. The returned transaction is only made good with cash including the returned payment fee, as set by resolution.

a. The City will immediately contact the customer to notify them of the returned payment. If direct contact is not made, then the City will leave messages at the phone numbers of record. If no phone contact is made, the City will post notice on customer's residence. This will

suffice to give notice to customer that the payment must be made good and advise them of the policy of the City.

- b. The five (5) business days begins the day the City receives notice from the bank and ends on the fifth business day at 5:00 p.m. (counting the day of notice to the City).
 - c. The City will assess the status of the account and if the returned payment transaction is not made good within the five business days, then the City will enforce all collection policies as per Section 5 of this City ordinance.
 - d. Returned payment fees attach to all returned payment transactions including checks, auto-pay and online payments.
 - e. Any account that has 3 returned payments during a twelve (12) month period will be placed on a Cash Only status for twelve (12) calendar months from the date of the last returned transaction.
- (10) **Water Liens:** All service, usage, penalty and fees shall be a lien against the premises served. Ledger and other records will be accessible for inspection by anyone interested in ascertaining the amount of such charges against the property with the submission and approval of a public records request, if applicable.
- (11) **Billing Addresses:** Billing will be addressed exactly as the applicant has directed on the application for service. The Finance Department must be notified immediately of any change of billing address. Should the proper address not be supplied by the customer and/or owner, the City will attempt to solicit this information by delivery of a door hanger, which will list a date on which the water will be shut-off if no reply is forthcoming.
- (12) **Rates:** All rates, charges, penalties and fees will be designated by resolution and approved by the Warrenton City Commission.
- (13) **Vacancy/Vacation:** City of Warrenton water customers may request a temporary billing suspension for a period not to exceed six (6) months. This temporary billing suspension is limited to six (6) months in a twelve (12) month period. Customers will be charged a temporary suspension fee, as set by resolution, at the time their temporary billing suspension is to take effect. The customer will be required to pay their account balance, including all utility charges up to the date of suspension and the temporary suspension fee, at the time the service is suspended. The billing will continue and there will be no service suspension if the utility account has a balance. Upon the effective date of the temporary billing suspension, the City will turn off and lock the water meter. Upon the termination of the temporary billing suspension period, the water meter will be turned on and a temporary suspension fee will be assessed to the utility account for reactivating the meter and reconnection of service. Upon meter activation, billing for utility service will restart. At the end of the six (6) month temporary billing suspension period, the water meter will be turned on and billing will be reinstated regardless of property occupancy status.

Customers with special surcharge(s) or fee(s) attached to their utility bill are not eligible for a vacancy/vacation rate.

In the event that the sole property owner has passed away, billing may be suspended for a period of not more than twelve (12) months or until the property changes ownership, whichever comes first. A death certificate must be submitted to the City Manager, or designee for verification, at which time the account will be suspended. The account must be paid in full through the date of suspension. Billing shall not be backdated. The account is not subject to the temporary suspension fee but is subject to the miscellaneous service call fee, as set by resolution.

- (14) **New Construction Rates:** All service accounts associated with new construction projects shall be subject to the minimum base water rate plus consumption upon water meter installation. Rates for all other services will apply upon issuance of occupancy permit.
- (15) **Use of a Collection Agency:** Past due amounts from prior renters or owners may be sent to collection after the City has attempted to collect for 90-days. The owner of the property is the responsible party and therefore, the owner will be sent to collection for renter's past due charges. The City will not shut-off water on a new tenant but will send past due amounts to collection. The City will shut-off water on a new property owner if prior owner left any outstanding balance (the new property owner assumes any liens on the property). A collection fee of 50% of the principal amount owing will be added to the balance at the time of referral to the collection agency.

Section 6. FIRE PROTECTION, FIRE HYDRANTS, AND HYDRANT METERS

- (1) **Fire Service Lines:** Fire service lines may be installed at the expense of the property owner according to the City Engineering Standards. No use or connection other than fire protection is permitted on fire service lines.
- (2) **Unauthorized Use:** Unauthorized use of water from a fire line or fire hydrant shall result in an unauthorized use penalty, set by resolution, for the first billing cycle during which the use occurs. Any subsequent unauthorized use during a subsequent billing cycle within twelve (12) months of the first such use shall be charged an additional unauthorized use penalty, provided the City Manager or their designee may also impose an additional fee at their discretion after consideration of the circumstances of the use.
- a. If unauthorized use of a fire line or fire hydrant occurs four or more times within twelve (12) months of the first such use (including the first use in the count), the City Manager or their designee may thereafter treat the fire line or fire hydrant as a standard service subject to all applicable provisions of this Ordinance.
- (3) **Use of Fire Hydrant:** It shall be unlawful for any person to cut, alter, change, remove, disconnect or connect with, or in any manner interfere, meddle or tamper with any hydrant owned or used by the City of Warrenton Public Works Department. The provision of this section shall not apply to the authorized local fire department. Other departments of the City may be

allowed to connect on said hydrants with a hydrant meter, and must use a spanner or regulation wrench in connection therewith.

(4) **Hydrant Meter:** Permits may be issued for the temporary connection to and operation of fire hydrants for construction sites and other approved uses. Permits can be obtained through the Public Works Department. Fees associated with said permit are set by resolution.

- a. Hydrant meters may only be used at the site specified on the permit, may not be left unattended, and must be removed from the hydrant after each use. Any hydrant meter still attached to the hydrant may be removed by the fire department or City designee in the case of an emergency or drill and the permittee will be billed for any damages to the hydrant or hydrant meter.
- b. Spanner or regulation wrenches will be provided for check-out from the Public Works Department at the time of permit application.

Section 7. CROSS CONNECTION CONTROL

(1) **Cross Connections Prohibited:** Cross connection(s) shall be prohibited and protection must be provided against such cross connection, as specified in Oregon Administrative Rules (OAR), Chapter 333. In the case of any premise where, because of security requirements or other prohibitions or restrictions, it is impossible or impractical to make a complete in-plant cross connection survey, the public water system shall be protected against backflow from the premise(s) by either an approved air gap or an approved backflow prevention assembly on each service to the premise, to provide premise isolation.

(2) **Testing:** Tests must be submitted to the City's Water Quality Technician within ten (10) working days from test date and on a form acceptable to the City. Inspection and testing must be completed as specified.

- a. At the time of installation;
- b. If repaired or relocated;
- c. At least annually;
- d. More frequently if required by the City;
- e. After a backflow incident; or
- f. After an approved air gap is re-plumbed

(3) **New Connections:** Any new connection of one and one half (1 ½) inches in diameter or greater shall be required to install an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public Works Director or their designee. The term "new" as herein used in reference to new construction, annexation, or the City of Warrenton gaining jurisdiction over the water system.

- (4) **Float Valve:** No water shall be used in open tanks, troughs or other containers into which water drips continuously without the installation of automatic float valves.
- (5) **Irrigation:** All irrigation systems, residential and commercial, shall be protected by an approved backflow prevention assembly commensurate with the degree of hazard, as per table 43 in OAR Chapter 333, the Oregon Plumbing Specialty Code and the Public Works Director or their designee.
- (6) **Auxiliary Water Supply:** Premises supplied with water other than that furnished by the City may obtain City water at regular rates, provided no physical connection shall in any way, directly or indirectly, exist between the private and municipal systems. An approved backflow prevention assembly shall be installed on the customer service line to a premise where there is auxiliary water supply which is or could be connected to the municipal water system. Should such connection be found to exist without an approved backflow prevention assembly, the connection to City water will be shut-off.
- (7) **Pumps:** No person shall connect to any water main or service connection in the City's water system, a pump or other apparatus for purposes of increasing pressure, which is capable of introducing any foreign liquid or material into said system, unless an approved backflow prevention assembly is used.
- (8) **Authority:** The Public Works Director, their designee or State Health Official has the authority to discontinue water service to premises for:
 - a. Failure to remove or eliminate an existing unprotected or potential cross connection;
 - b. Failure to install a required approved backflow prevention assembly, as required;
 - c. Failure to maintain an approved backflow prevention assembly; or
 - d. Failure to conduct the required testing of an approved backflow prevention assembly.

Water service may be reinstated once the above condition(s) are remedied. A fee may apply for disconnection/reconnection of water service.

Section 8. UNLAWFUL USE

- (1) **Unlawful Connection:** It shall be unlawful for any person to attach or detach from any water main or service pipe or other connection through which water is supplied by the City, or to interfere in any manner with such pipes or connections.

It shall be unlawful for any auxiliary water supply to be connected with the municipal supply in any way. If such connection is found to exist, the City water service will be disconnected and penalties will be assessed to the utility account.

It shall be unlawful for any unit, with the exception described for multi-units, to be occupied or used, either as a residence or as a place of business, without an individual connection and meter if required.

All unlawful connections found shall be reported to the Police Department for theft of service and subject to unauthorized use penalties.

- (2) **Supply to Vessel:** It shall be unlawful for any person operating a vessel to obtain water for its use from City mains except through a meter and from persons duly authorized to supply such water.
- (3) **Electrical Connections:** It shall be unlawful to ground any electrical appliance to any pipe connected to the water system.
- (4) **Prohibited or Restricted Use:** The City may prohibit the use of water for any purpose, such regulation being within the authority of the City Manager, Public Works Director or their designee or the Oregon Health Authority Drinking Water Program Official. These precautions are to promote the health and safety of the inhabitants of the City of Warrenton water system.

If a shortage of water shall exist, the City Manager shall have authority at any time to restrict the use of water. Failure to comply may result in penalties.

- (5) **Turn-On/Off by other than City Crew:** It is in violation of this ordinance for any unauthorized person to tamper with the City's shut-off valve; however, in case of emergency, City personnel may grant permission to the property owner or person(s) responsible to turn the water off or on, but only upon making notation of the account number, name of the permittee, date, address, meter number and whether or not the shut-off is to be temporary or permanent. Such information must be provided to the City for entry into the records within 48 hours of granting permission.

When permission has been granted to the owner or person(s) responsible for emergency turn on/turn off of the meter and where replacements, repairs, or adjustments of a meter are made necessary by an act of negligence or carelessness of the person(s) responsible for the premises, the expense to the City caused thereby may be charged and collected from the party that caused such act, negligence, or carelessness whether property owner or person(s) responsible for the premises.

Section 9. MISCELLANEOUS

- (1) **Inspection:** For the purpose of inspecting the condition of the pipes and fixtures, and the manner in which water is used, the City Manager or designee shall have free access, at proper hours of the day, to all parts of any building or premises in which water is delivered from City mains.

- (2) **Realtor Inspections:** A licensed realtor who wishes to have a property's water turned on and then off, for a house inspection, may pay an advance fee as set forth by City resolution (disconnect/reconnect), for a maximum of twenty-four (24) hours.
- (3) **Repairs:** The water may be shut-off from the mains, without notice at any time, for repairs or other necessary purposes, and the City of Warrenton Public Works Department and its delegates shall not be responsible for any consequent damages.
- (4) **Surplus Water:** The water department may furnish surplus water which would not affect the City's supply to areas outside the City boundaries, and charge the rates currently in force. Furnishing of water shall be conditioned by terms of a contract drawn for this service.
- (5) **Liability:** Any person violating any provision of this ordinance, causing the City to bring civil action against that person, shall be liable for court cost and reasonable attorney fees to be set by the court, including any appellate court fees, in the event the City is successful.
- (6) **Fine:** Any person violating any of the provisions of this ordinance may, upon conviction thereof, be punished by a minimum fine of \$1,000.
- (7) **Validity:** In case any portion or provisions of this ordinance should be held to be invalid for any reason whatsoever by any court, then all other provisions shall be held and considered to be independent of, and separable from, such invalid portions and shall not be affected or rendered void by the invalidity of such other portions.
- (8) **Effective Date:** This Ordinance shall take effect 30 days after its adoption.

ADOPTED by the City Commission of the City of Warrenton, Oregon, this ____ day of _____, 2025.

First Reading: November 25, 2025

Second Reading: December 9, 2025

Henry A. Balensifer, III, Mayor

ATTEST:

Dawne Shaw, City Recorder



City Commission Agenda Memo

Meeting Date: November 25th, 2025
From: Kevin Gorman, Public Works Director
Subject: Resolution No. 2711 - Sanitation Rates Adjustment

Summary:

The City of Warrenton worked with HDR Engineering to review the financial health of the sanitation utility and ensure the long-term reliability of solid waste services. The study found that operating costs, equipment replacements, and future capital projects have outpaced revenues under the current rate structure. Without an adjustment, the sanitation fund would face a growing shortfall that could impact service quality and delay needed investments in trucks and infrastructure.

To close this gap and maintain a stable, fully funded utility, HDR recommended a 26.3% sanitation rate increase beginning in 2026. This adjustment will allow the City to meet its operating expenses, fund essential capital projects, and sustain healthy reserves without taking on debt. For the average residential customer with one weekly pickup, the change equals \$4.51 more per month.

The increase strengthens the financial foundation of the sanitation system, helping the City continue providing dependable service while planning responsibly for growth, equipment replacement, and long-term community needs.

Recommendation/Suggested Motion:

"I move to adopt Resolution No. 2711; Adopting and Setting Rates for Sanitation Services and Repealing Resolutions No. 2126 and 2219, and any others in conflict."

Alternative:

None recommended

Fiscal Impact:

The 26.3% rate adjustment will generate approximately \$225,000 in additional annual revenue, closing the funding gap and allowing the sanitation fund to cover operating and capital needs without incurring debt.

Attachments:

- Resolution No. 2711
- Exhibit A – Updated Sanitation Service Rates

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther Moberg", written over a horizontal line.

RESOLUTION NO. 2711

Introduced by: All Commissioners

Adopting and Setting Rates for Sanitation Services and Repealing Resolutions No. 2126 and 2219, and any others in conflict.

WHEREAS, the City of Warrenton must comply with Oregon Budget Law and cannot allow City Enterprise Funds to incur a deficit position; and

WHEREAS, it has been determined by the Warrenton City Commission that an adjustment in user rates is required to generate revenue in the Sanitation Fund to meet growing operating expenses.

NOW, THEREFORE, BE IT RESOLVED:

1. The Warrenton City Commission hereby adopts the user rates attached as EXHIBIT A and of this resolution.
2. All active accounts shall be required to have a minimum of on-call service whether any containers or dumpsters are picked up during the month, or not.
3. The charge for replacement containers will be based on the actual cost to the City.
4. Any fees, charges, taxes or other penalties that are assessed, requested, or required by this resolution are classified and not subject to limits of Section 11b, Article XI of the Oregon Constitution.
5. Resolution No. 2126 is hereby repealed
6. Resolution No. 2219 amending resolution no. 2126 is hereby repealed
7. This resolution shall become effective January 1, 2026.

First Reading: November 25th, 2025

Second Reading: December 9th, 2025

ADOPTED by the City Commission of the City of Warrenton this _____ day of _____, 2025.

Approved:

Henry A. Balensifer III, Mayor

Attest:

Dawne Shaw, CMC, City Recorder

Exhibit A

Increase of 26.3% from prior rates

Service	Rate
1 Can – Picked Up Weekly	\$ 21.66
1 Can – Picked Up Bi-Weekly	\$ 15.35
2 Cans – Picked Up Weekly	\$ 46.98
2 Cans – Picked Up Bi-Weekly	\$ 25.89
3 Cans – Picked Up Weekly	\$ 68.08
3 Cans –Picked Up Bi-Weekly	\$ 36.44
4 Cans – Picked Up Weekly	\$ 89.17
4 Cans – Picked Up Bi-Weekly	\$ 46.98
Senior Rate, 1 Can – Picked Up Bi-Weekly	\$ 9.02
Senior Rate, On-Call Service (Max. 1 can)	\$ 0.58
On-Call Service Minimum fee	\$ 4.80
1.5 Yard Dumpster – Picked Up Bi-Weekly	\$ 94.47
1.5 Yard Dumpster – Picked Up Weekly	\$ 198.39
Three, 1 1/2 Yard Dumpster Picked Up 3x Weekly	\$ 595.18
2 Yard Dumpster – Picked Up Weekly	\$ 224.37
2 Yard Dumpster – Bi-weekly	\$ 118.09
2 Yard Dumpster –Picked Up 2x Weekly	\$ 377.89
2 Yard Dumpster – Picked Up 3x Weekly	\$ 519.60
2 Yard Dumpster – Picked up 4x Weekly	\$ 673.12
2 Yard Dumpster – Picked up 5x Weekly	\$ 803.02
Two, 2 Yard Dumpsters – Picked Up Weekly	\$ 448.74
Two, 2 Yard Dumpsters – Picked Up 2x Weekly	\$ 755.78
Two, 2 Yard Dumpsters – Picked Up 3x Weekly	\$ 1,051.01
Three, 2 Yard Dumpsters – Picked Up 2x Weekly	\$ 1,145.48
Three, 2 Yard Dumpsters – Weekly Pickup	\$ 649.50
Four, 2 Yard Dumpsters -- Picked Up 2x Weekly	\$ 1,511.56
Four, 2 Yard Dumpsters -- Picked Up 3x Weekly	\$ 2,078.39
3 Yard Dumpster -- Picked Up Bi-Weekly	\$ 192.49
3 Yard Dumpster – Weekly Pickup	\$ 384.98
3 Yard Dumpster – Picked Up 2x Weekly	\$ 651.86
3 Yard Dumpster – Picked Up 3x Weekly	\$ 918.74
3 Yard Dumpster -- Picked up 4x Weekly	\$ 1,303.72
3 Yard Dumpster -- Picked up 5x Weekly	\$ 1,570.60
Two, 3 Yard Dumpsters – Picked Up 2x Weekly	\$ 1,303.72
Two, 3 Yard Dumpsters – Picked Up 3x Weekly	\$ 1,825.68
On-Call Pickup (Per Can, Per Occurrence)	\$ 7.33
Return Pickup (Per Occurrence)	\$ 7.33
Special Pickup (Per Can, Per Occurrence)	\$ 7.33
On-Call/Special/Temp 1.5 Yard Dumpster (Per Dump)	\$ 37.89
On-Call/Special/Temp 2 Yard Dumpster (Per Dump)	\$ 51.78
On-Call/Special/Temp 3 Yard Dumpster (Per Dump)	\$ 88.90



City Commission Agenda Memo

Meeting Date: December 9th, 2025
From: Kevin Gorman, Public Works Director
Subject: Request for Qualification: Qualified Pool Annual Renewal

Summary:

In accordance with Warrenton Municipal Code 3.28.120(A)–(B), the City is required to annually renew and republish its Qualified Pool of Consultants to maintain eligibility and allow new firms the opportunity to participate.

The City previously received authorization to advertise the 2025–2026 Qualified Pool renewal, which was publicly noticed in the Daily Journal of Commerce on November 7 and November 12, 2025, and posted on the City's website. Proposals were due November 20, 2025, at 2:00 p.m.

Staff reviewed all submittals received in accordance with the evaluation criteria outlined in the Request for Qualifications. The updated Qualified Pool list includes both returning and new firms qualified to provide architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related professional services to the City.

This action formally establishes the 2025–2026 Qualified Pool list for use in accordance with the City's Public Contracting Rules and OAR 137-048-0120.

Recommendation/Suggested Motion:

"I move to approve the 2025–2026 City of Warrenton Qualified Pool list for architectural, engineering, photogrammetric mapping, transportation planning, land surveying, and related professional services, in accordance with Warrenton Municipal Code 3.28.120(A)–(B)."

Alternative:

None recommended

Fiscal Impact:

N/A

Attachments:

- City of Warrenton Qualified Pool List by Category (2025-2026 Edition)

Approved by City Manager: 

2025-2026 Qualified Pool List by Category

Civil Engineering	
Westlake Consultants, Inc.	Keller Associates
North Coast Civil Design	Cornforth Consultants, Inc.
Lower Columbia Engineering	Tetra Tech
ZCS	Wallis Engineering
Kennedy Jenks	Grayling Engineers
Conсор	Windsor Engineering
HDR	AKS Engineering & Forestry, LLC
Richard Stelzig Engineering	Civil West Engineering Services, Inc.
Kittelson & Associates, Inc.	3J Consulting
West Consultants	Century West Engineering
GRI	OWRSP

Structural Engineering
Lower Columbia Engineering
ZCS
Keller Associates

Transportation Engineering	
North Coast Civil Design	Kittelson & Associates, Inc.
Lower Columbia Engineering	Keller Associates
ZCS	Wallis Engineering
Conсор	AKS Engineering & Forestry, LLC
HDR	Civil West Engineering Services, Inc.
Richard Stelzig Engineering	3J Consulting
Century West Engineering	

Traffic Engineering
Lower Columbia Engineering
HDR
Kittelson & Associates, Inc.

System Master Planning	
North Coast Civil Design	Kittelson & Associates, Inc.
Lower Columbia Engineering	Keller Associates
ZCS	Tetra Tech
Kennedy Jenks	Grayling Engineers
Conсор	Windsor Engineering
HDR	Civil West Engineering Services, Inc.
OWRSP	

General Planning Services
Lower Columbia Engineering AKS Engineering & Forestry, LLC 3J Consulting

Land Surveying
Westlake Consultants, Inc. S&F Land Surveying AKS Engineering & Forestry, LLC Civil West Engineering Services, Inc.

Pavement Design
North Coast Civil Design Lower Columbia Engineering Wallis Engineering
GRI

Project Management Services
North Coast Civil Design Lower Columbia Engineering Conсор Richard Stelzig Engineering Keller Associates MearsCPM, LLC
Tetra Tech Wallis Engineering Kujala Consulting Windsor Engineering Civil West Engineering Services, Inc.

Construction Management Services
North Coast Civil Design Lower Columbia Engineering Conсор HDR Century West Engineering MearsCPM, LLC
Richard Stelzig Engineering Wallis Engineering Windsor Engineering AKS Engineering & Forestry, LLC David Evans and Associates, Inc.

Architectural Services
Lower Columbia Engineering ZCS Viridian Architecture LLC RSS Architecture, P.C.



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Kevin Gorman, Public Works Director
Subject: Request to Purchase a Side-Loading Refuse Vehicle

Summary:

The City currently operates only one side-loading garbage truck, which is a 2013 model and beyond its planned 9-year replacement cycle. Over the past several years, this vehicle has experienced an increasing number of breakdowns and unplanned maintenance, impacting service reliability.

Staff are requesting authorization to purchase a replacement vehicle using a cooperative interstate purchasing contract through SourceWell. A Notice of Intent was issued on November 6, 2025, and no comments or protests were received, satisfying the requirements of ORS 279A.220. This procurement method ensures competitive pricing while allowing the City to replace a critical fleet asset in a timely manner.

Timely replacement is necessary to maintain reliable refuse collection operations and reduce the growing risk of service interruptions.

Recommendation/Suggested Motion:

"I move to authorize the purchase of one refuse truck from Enviro-Clean Equipment under SourceWell Contract #110223-THC, in an amount of \$435,173.31."

Alternative:

None recommended

Fiscal Impact:

No additional fiscal impact. This CIP purchase is fully funded in the adopted FY 2025-2026 with \$440,000.00 allocated within the Sanitation budget.

Attachments:

- Goods and Services Contract
- Exhibit A: Enviro-Clean Quote
- SourceWell Cooperative Purchasing Contract #110223-THC
- Heil Authorized Resellers under Contract #110223-THC

Approved by City Manager: _____

A handwritten signature in blue ink, appearing to read "Esther M. Long", written over a horizontal line.

**CITY OF WARRENTON
CONTRACT FOR GOODS AND
SERVICES**

CONTRACT:

This Contract made and entered into this _____ day of December, 2025 by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Enviro-Clean Equipment, 2395 NW Eleven Mile Ave, Gresham, OR 97030, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR can provide, under terms and conditions hereinafter described; and

WHEREAS, CONTRACTOR is able and prepared to provide such goods and 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. **CONTRACTOR GOODS AND SERVICES: (Title: 2025 Refuse Truck Side-loader)**

- A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 11/24/2025, and is attached hereto as Exhibit A.
- B. CONTRACTOR'S obligations are defined solely by this Contract, the RFP, or solicitation document, (if any) 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 CONTRACTOR a total not-to-exceed price of **\$435,173.31** for providing goods and performance of those services provided herein.
- B. The CONTRACTOR will submit a final invoice for all goods provided or services rendered to: City of Warrenton, Attention: Accounts Payable, PO Box 250, Warrenton, Oregon 97146, OR, CONSULTANT may submit invoice via email to ap@warrentonoregon.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. **CONTRACTOR IDENTIFICATION**

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

4. CITY'S REPRESENTATIVE

For purposes hereof, the CITY'S authorized representative will be City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Steve Bruning

6. CONTRACTOR IS INDEPENDENT CONTRACTOR

- A. CONTRACTOR'S services shall be provided under the general supervision of City's project director or his designee, but CONTRACTOR shall be an independent CONTRACTOR for all purposes and shall be entitled to no compensation other than the compensation provided for under Section 2 of this Contract,
- B. CONTRACTOR acknowledges that for all purposes related to this contract, CONTRACTOR is and shall be deemed to be an independent CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under the terms of the contract, to the full extent of any benefits or other remuneration CONTRACTOR 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 CONTRACTOR or a third party) as a result of said finding.
- C. The undersigned CONTRACTOR 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 CONTRACTOR, 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 CONTRACTOR breaches any of the terms herein or in the event of any of the following: Insolvency of CONTRACTOR; voluntary or involuntary petition in bankruptcy by or against CONTRACTOR; appointment of a receiver or trustee for CONTRACTOR, or any assignment for benefit of creditors of CONTRACTOR. Damages for breach shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal. CONTRACTOR 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 contract as are directly pertinent to this contract for the purposes of making audit, examination, excerpts and transcripts.

9. FORCE MAJEURE

Neither CITY nor CONTRACTOR 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 disenabled provided the party so disenabled 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 CONTRACTOR 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 CONTRACTOR, this instrument shall control, and nothing herein shall be considered as an acceptance of the said terms of said proposal conflicting herewith.

14. INDEMNIFICATION

CONTRACTOR agrees to indemnify and hold harmless the CITY, 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, contractor, or others resulting from or arising out of CONTRACTOR'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 CONTRACTOR and The CITY this indemnification and agreement to assume defense costs applies only to the extent of the negligence or alleged negligence of the CONTRACTOR.

15. INSURANCE

Prior to starting work hereunder, CONTRACTOR, at CONTRACTOR'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.** Contractor shall obtain, at Contractor'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 contractors, subcontractors 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. **Automobile Liability.** Contract shall obtain, at Contractor'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 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.
- C. **Additional Insured.** The liability insurance coverage shall include City and its officers and employees as Additional Insured but only with respect to Contractor'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, Contractor 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.
- D. **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 Contractor 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. WORKMEN'S COMPENSATION

The CONTRACTOR, its subcontractors, if any, and all employers working under this Agreement are either subject employers under the Oregon Workers' 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.

17. LABORERS AND MATERIALMEN, CONTRIBUTIONS TO INDUSTRIAL ACCIDENT FUND, LIENS AND WITHHOLDING TAXES

Contractor shall make payment promptly, as is due to all people supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due to the Industrial Accident Fund from CONTRACTOR or any subcontractor incurred in the performance of the contract.

Contractor 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.

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

18. PAYMENT OF MEDICAL CARE

Contractor 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 CONTRACTOR, of all sums which the CONTRACTOR

agrees to pay for such services and all moneys and sums which the CONTRACTOR 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. STANDARD OF CARE

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

20. NO THIRD-PARTY BENEFICIARIES

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

21. 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.

22. COMPLETE CONTRACT

This Contract and its referenced attachments constitute the complete contract between CITY and CONTRACTOR and supersedes all prior written or oral discussions or agreements. CONTRACTOR 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 Balensifer III, Mayor Date

ATTEST:

Dawne Shaw, CMC, City Recorder Date

CONTRACTOR:

BY: _____
Date

(503) 491-3393

Sourcewell
Awarded Contract
Contract # 110223-THC

Sales Person: Steve Bruning & Cameron Young
Cell #: (801) 891-1431 (253) 250-5058
Email: sbruning@envirocleanequip.com
Email: cyoung@envirocleanequip.com

Customer: City of Warrenton
Prepared for: Nick Klam
Phone: (503) 440-2513
Email: nkaim@warrentonoregon.us

Authorized By: _____
Date: _____
P.O. Number: _____

THANK YOU

**Solicitation Number: RFP #110223****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and The Heil Co. d/b/a Heil Environmental, 201 W. Main Street, Suite 300, Chattanooga, TN 37408 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires **December 28, 2027**, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship subject to Supplier's standard published warranty applicable to the specific Product(s). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended, as set forth in Supplier's published Standard Warranty. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity. Supplier's warranty applies only to the refuse collection body. Warranties for other components including but not limited to the chassis, chassis options, or any non-Supplier components, shall be administered and addressed by the respective third-party product manufacturer(s). Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the third-party manufacturer. Warranties for components subsequently installed by the Participating Entity shall be administered and addressed solely by the respective third-party product manufacturer(s).

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, and Supplier has not scheduled repair or replacement of any damaged Equipment or Products within 30 days after notice given by Participating Entity to Supplier, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace or repair nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier's Equipment and Product is limited to the refuse collection body and does not include the chassis; any non-conforming parts of the chassis or non-conforming equipment subsequently installed by the Participating Entity must be repaired or replaced by the respective OEM.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source. Supplier's ability and willingness to sell Equipment, Products, and Services to a Participating

Entity is subject to the availability of Supplier's Equipment, Products, and Services and Supplier's agreement to a purchase order.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract. Supplier must agree to or otherwise accept a purchase order for it to become binding and effective.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-

commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Supplier will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcwell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcwell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent caused by any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this

Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

IN NO EVENT WILL EITHER PARTY BE RESPONSIBLE FOR PUNITIVE, CONSEQUENTIAL, INDIRECT, OR SPECIAL DAMAGES, EVEN IF NOTIFIED OF SAME.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* OMITTED

3. *Use; Quality Control.*

- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo(excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.

2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. **REQUIREMENTS.** At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form

CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage
\$1,000,000 Personal and Advertising Injury
\$2,000,000 aggregate for products liability-completed operations
\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and/or the defective products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to

laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcwell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. **BUY AMERICAN PROVISIONS COMPLIANCE.** To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. **PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322).** A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to

110223-THC

the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

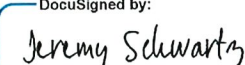
T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

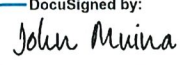
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

The Heil Co.

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/11/2024 | 11:41 AM CST

DocuSigned by:

By: 81049794E2244BD...
John Muina
Title: Corporate Officer
Date: 1/11/2024 | 8:25 AM PST

Approved:

110223-THC

DocuSigned by:

By: 48BAF71B0894454...
Chad Coauette
Title: Executive Director/CEO
Date: 1/11/2024 | 12:18 PM CST

RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name: The Heil Co.
Does your company conduct business under any other name? If yes, please state: (Heil)
Address: 2030 Hamilton Place Blvd, #200
Chattanooga, TN 37421
Contact: Burgess Lane
Email: blane@doveresg.com
Phone: 256-478-0425
HST#: 363896843

Submission Details

Created On: Tuesday October 17, 2023 09:35:32
Submitted On: Thursday October 26, 2023 10:13:13
Submitted By: Burgess Lane
Email: blane@doveresg.com
Transaction #: 95fa7466-7c42-4d97-89dd-ed58816149cf
Submitter's IP Address: 74.127.76.220

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcwell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	The Heil Co.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	So. Cal. Soft-Pak Inc.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	The Heil Co. d/b/a Environmental Solutions Group The Heil Co. d/b/a Heil Environmental The Heil Co. d/b/a 3rd Eye The Heil Co. d/b/a The Curotto Can Company The Heil Co. d/b/a Parts Central The Heil Co. d/b/a Bayne Thinline So. Cal Soft-Pak Inc. d/b/a Soft-Pak	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Not applicable	*
5	Proposer Physical Address:	Address: 201 W. Main Street, Suite 300, Chattanooga, TN 37408	*
6	Proposer website address (or addresses):	www.heil.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Name: Burgess Lane Title: Director, Ready Truck Address: 106 45th ST NE, Fort Payne, AL 35967 Email: blane@heil.com Phone: 256.478.0425	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Name: Johnny Moses Title: Ready Truck Manager Address: 106 45th ST NE, Fort Payne, AL 35967 Email: jmoses@heil.com Phone: 256.630.1004	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	For more than 100 years, Heil® has been at the forefront of excellence, innovation, and customer satisfaction in the Waste Industry. In 1901 in a small, rented building in Milwaukee, Wisconsin, Julius P. Heil started the Heil Rail Joint Welding Co. Inspired by a new process called "welding", Julius Heil began applying the technology to rail cars. Before long he used the same process on tanks and truck bodies. As uses for electric welding grew, so did the Heil Co. The first Heil garbage truck bodies were built for the City of Milwaukee in the early 1900s. By the 1930s Heil garbage trucks were collecting solid waste in hundreds of American cities of all sizes. The rest as they say is history. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico. Internationally, the Heil network reaches into 150 different countries. Heil proudly manufactures a wide variety of garbage truck collection bodies including Front loaders, automated front loaders rear loaders, automated side loaders, multi-compartment rear loaders, and the industry's first all-electric automated sideloader. All of our garbage truck bodies are made in the United States, and we are proud to call Fort Payne, Alabama home! "Build it right, and then back it with integrity." More than any other principle of business, the commitment to do things right has made Heil the undisputed industry leader. Our Vision Improving Lives Our Mission The ESG mission is to be the global leader in people, performance, and customer value in the solid waste and recycling industry. Our Core Values Collaborative Entrepreneurial Spirit Winning Through Customers High Ethical Standards, Openness, and Trust Expectations for Results Respects and Values People Strategic Priorities Safety Quality On-Time Delivery Productivity Improvement
11	What are your company's expectations in the event of an award?	As a company, we strive to live out the values we espouse of respecting people, maintaining the highest ethical standards and truly winning through our customers. Over the past 3 contracts that we have been fortunate enough to be awarded, we believe that we have held true to these core values and provided great products and service to Sourcwell members. If we are successful in securing another contract, we will continue to innovate our product offerings and processes to provide the most extensive and complete portfolio of first-class products and services that Sourcwell members have come to expect. We also look forward to maintaining and growing our relationship with the team at Sourcwell as we work to meet and exceed the expectations of the members.
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see Appendix A of this Proposal for a complete 2022 Dover Annual Report. Heil is an operating company within the Dover Company structure. https://investors.dovercorporation.com/annual-reports
13	What is your US market share for the solutions that you are proposing?	Although Heil is the leader in the US, we do not publish market share numbers.
14	What is your Canadian market share for the solutions that you are proposing?	Heil does not publish market shares.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. We've never been subject of a bankruptcy action.

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Heil offers a case-by-case system of sales and marketing in the global market. In general, we employ our Dealer Network to cover cities and counties within all 50 states in the US and 7 Canadian provinces. Secondly, we employ Key Account Representatives where the volume of business warrants. Thirdly, we employ Regional Sales Managers to manage and coordinate the activities. All these individuals are employed by Heil, as follows: 1) Dealer Sales Representatives – Employed by Heil Dealers and they represent Heil from a Contract standpoint when quoting or selling Heil equipment to Sourcewell members. 2) Key Account Representatives – Employed by Heil 3) Regional Sales Managers – Employed by Heil Please see Appendix -Heil Dealer Network for complete coverage map.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	State of Tennessee - Motor Vehicle Manufacturer/Distributor License ID Number 00005771 Hamilton County, Tennessee - Business License License Number 052431 City of Chattanooga, Tennessee - Business Tax License State Tax Account # 501133955 Local Business Tax Account # 30101 The Heil Co. is an ISO-certified manufacturer.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	HEIL AUTOMATED FRONT-LOAD GARBAGE TRUCKS www.heil.com/type/automated-front-loaders Heil® engineering innovations continue to raise the bar, setting the standard for automated front load garbage trucks. Odyssey® Controls Our patented Odyssey® Controls hydraulic control technology delivers waste industry-leading productivity with the lowest Total Cost of Collection (TCC), helping refuse haulers make more money on the route. If you are looking for the best automated front-load garbage truck for your refuse fleet, Heil residential front loaders deliver unbeatable efficiency and productivity. The Heil® Half/Pack® front load garbage truck body has consistently delivered proven performance in some of the most demanding collection environments imaginable, earning a loyal following of users who rely on its unmatched dependability and appreciate its lowest total cost of ownership. The groundbreaking Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity, safety, and reliability. The Curotto-Can Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications." FRONT LOAD GARBAGE TRUCKS www.heil.com/type/front-end-loaders Commercial waste haulers face multiple challenges but Heil® commercial front load garbage truck bodies offer solutions for even the toughest waste-hauling route. Our

commercial front loaders have the functionality and reliability to make your refuse routes easier and more profitable than any frontload trash truck in the waste industry.

Heil® Half/Pack®

Heil continues to set the standard for front loaders with the evolution of innovative new features that enhance functionality. Our patented Shur-Lock™ tailgate locks, double-walled and lapped hopper sides, and an industry-leading interlaced ladder subfloor foundation mean that your Half/Pack is built for a long, reliable lifespan. The Half/Pack now comes with a 20 cubic-yard option, increasing the maneuverability of the vehicle due to a shorter wheel base, and allowing for FET exemption.

Heil® Half/Pack® LowRider®

The new Heil® Half/Pack® LowRider® delivers both residential and commercial performance that will change the way fleet owners define productivity and safety. Hitting the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack, fleet owners can service more customers and pack up to two tons more payload. Add in Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. LowRider AFLs are ideal for residential routes with overhead obstructions such as utility lines, established trees, etc., providing the lower body height of an ASL with the unmatched low Curotto-Can® dump height. LowRider comes standard with the Lightning Cylinder package, reducing dump cycle time by five seconds. Lighter weight body allows for greater payload and less chassis component wear (brakes, tires, etc.)

Heil® Half/Pack® Sierra

The Heil® Half/Pack® Sierra weighs just 17,050 lbs. vs. 19,300 lbs. for the same size standard Half/Pack, a weight reduction of 13%, meaning more than one ton of extra payload. Features a fast packer and arm cycle times, plus up to a 10-ton payload capacity means that you can collect more quickly, without being overweight.

HEIL ODYSSEY CONTROLS

www.heil.com/type/odyssey-controls

These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions.

H.A.L.O. SEMI-AUTOMATED CONTROLS

www.heil.com/type/halo

The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.

AUTOMATED SIDE LOADERS

www.heil.com/type/automated-side-loaders

With their long reach and super-hero-level strength, Heil® automated side load garbage trucks are the MVPs in any residential or commercial side-load fleet. Our line of automated side loaders (ASL's) are products of years of innovation and engineering excellence, providing unbeatable waste collection productivity and efficiency on both busy city streets and quiet neighborhood cul-de-sacs.

Heil RevAMP

The Heil RevAMP is the first 100% electric on-route refuse body with its own independent battery. By not robbing energy from the chassis to power the body, the RevAMP delivers unbeatable chassis range and productivity. In addition, its powerful auger compactor eliminates the need for hydraulics, lowering maintenance costs, eliminating costly leaks, and increasing uptime and safety. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas ("GHG") emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle ("RCV"), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. (Note: This product is not available in Canada through Heil)

DuraPack® Python®

The DuraPack® Python® automated side loader combines two proven products in one high-performance package. The DuraPack body, which is famous for its toughness and productivity, and the patented Python automated arm, which is one of the fastest, smoothest, and longest-lasting lift arm.

DuraPack® Rapid Rail®

The DuraPack® Rapid Rail® features all the benefits of the DuraPack body with the Rapid Rail arm. The DuraPack Rapid Rail has a 1,600-pound lift capacity and an 8-second cycle time. This ensures that it will be a superstar on residential, commercial, and multi-family refuse routes. The strong arm can handle 30 – 300-gallon waste containers, and has virtually zero kick out, allowing operation in tight spots. All this, combined with the legendary DuraPack high-compaction side load

body, makes for a reliable and tough refuse collection vehicle (RCV).

Heil® Liberty

The Heil® Liberty was created by integrating our time-tested Continuous Pack body with the patented technology of the Python® arm. Heil has created a refuse collection body with proven reliability and unsurpassed speed. The Continuous Pack body has been a customer favorite for more than 35 years, far and away the most popular ever produced. This remarkable, lightweight body will accommodate routes of any size, with seven models ranging from 16 to 32 cubic yards. Our patented Big Swing Paddle Packer design continuously sweeps the hopper, so there's no need to stop and pack the load. Because there is no packer panel to slide into the body, the need for shoes, guide tracks, guide rails, and internal body parts is eliminated, as is the need to clean out behind the packer. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, simplifying operation for the driver, and extending the life of the paddle packer. Combine the optional Extended Tailgate Seal with the Select-O-Pack feature, and you will have the optimal ASL for your organic collection.

Heil Rapid Rail®

No automated product has a longer track record than the Heil Rapid Rail® automated side loader. More than 30 years after its introduction, the Rapid Rail continues to be the standard to which all others are compared. The Rapid Rail lift arm's lengthy reach, fast cycle times, continuous packing big swing paddle, and solid lightweight structural design make it a highly productive and efficient automated collection choice for large and small fleets alike. The Rapid Rail has a patented paddle packer that continuously sweeps the three cubic yard hopper, boosting productivity, because the operator does not have to pause between stops to activate the packer. Instead, the operator can continue to collect their route while the paddle packer cleans the hopper. The continuous packer design also provides added driver convenience, because the operator doesn't have to clean behind the packer paddle. The standard Select-O-Pack™ feature allows an operator to set a predetermined number of lift cycles before the auto-pack sequence is engaged, extending the life of the paddle packer.

REAR LOAD GARBAGE TRUCKS

www.heil.com/type/rear-loaders

Heil® Rear Load Garbage Trucks are the workhorses for refuse collection in large cities and small towns around the world. Whether the route is commercial or residential, the legendary durability and reliability of our rear loaders provide efficiency and lowest Total Cost of Collection (TCC).

Heil® PT1100

The Heil® PT1100 will reset your expectations about mid-range rear-loaders. Built on the PT1000 platform, with its design having 20 years' experience, the PT1100, is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a high-capacity hopper. It also fits comfortably into today's increasingly restricted budgets. The PT1100 features a large three-cubic-yard hopper, making it the ideal vehicle for those occasional commercial pick-ups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 1,000 lbs./yd³, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 26 cubic-yard body, all other sizes can be equipped as single-axle models, making them Federal Excise Tax (FET) exempt.

Heil® DuraPack® 5000

With nearly 30 years of reliability and over 20,000 units built, the Heil® DuraPack® 5000 high compaction refuse vehicle has become the mainstay of collection fleets, from small independent haulers to the world's largest municipal fleet. Built to last. The DuraPack 5000 features the Heil DuraPack body, which includes a fully welded, interlaced subframe. With formed channels for extra strength, high tensile strength steel to maximize performance at a minimum weight, and superior resistance to corrosion and cracking, the DuraPack 5000 is a sturdy package with the stamina to absorb years of tough hauling. Outstanding weight distribution. Incorporating a high cylinder mount into a compact design with a short overhang creates outstanding weight distribution and reduced wear on rearward chassis components. This maximizes forward loading of both the body and the payload.

PowerTrak® Commercial

What makes the PowerTrak® Commercial the ultimate garbage collection machine in the waste industry? Start with a compaction rate of up to 1,200 pounds per cubic yard, add in cycle times as low as 21 seconds, throw in a 7 to 9-second reloading time, then top that all off with a huge 3.64 cubic yard hopper. When you add all of that up, it's easy to see why the PowerTrak Commercial delivers the best return on investment in the solid waste industry.

DuraPack® 4060

Heil® DuraPack® 4060 Split Body Rear Load Garbage Trucks are a win-win, allowing collection of multiple residential trash streams or recyclables. With the DuraPack 4060 split body rear loader, one truck can do the work of two. And the reduced weight body means enhanced fuel economy and larger payloads on the

route. As the industry's premium multi-compartment rear loader garbage truck, the DuraPack 4060 split body rear loader is the next generation of split-body rear loaders. By adding the smooth curved sides and the fully welded, interlaced subframe that has become the benchmark of durability for the DuraPack line, the DP4060 refuse collection vehicle combines longevity and functionality to deliver maximum performance.

With a 40/60 two-compartment split body, the DuraPack 4060 features independent hydraulic systems, enabling the pressure to be adjusted for each compartment, based on the type of waste being collected. For example, a higher compaction rate can be used for the refuse compartment, while a lower compaction rate can be selected for recyclables to minimize breakage. Why have multiple rear loaders on your route when a Heil Split Body DuraPack 4060 garbage truck can do the same amount of work in less time? The DuraPack 4060 is as functional as it is durable. Operators around the world appreciate the convenient one-handed manual packing controls that enable them to stop, start, or reverse either the upper panel or the sweep panel at any point in the packing cycle. With a simple two-step cycle that reloads in just six to eight seconds, and a complete cycle time of 16 to 18 seconds, it gets them through their routes quickly. (Cycle time varies based on pump application.)

Heil® PT1000

The Heil® PT1000 will reset your expectations about single-axle rear loaders. With nearly 20 years of performance, the PT1000 is a proven refuse collection vehicle that delivers the fastest cycle time in its class, an outstanding payload, and a best-in-class hopper. It also fits comfortably into today's increasingly restricted budgets. Beneath its sleek exterior, the PT1000 is a no-nonsense machine that will outperform anything else in its class. It offers a 15-second cycle time and a reload time of less than six seconds, with packing forces that take full advantage of the Heil brand's experience in high-pressure hydraulics and lighter weight, high-tensile steel construction. The PT1000 features a large three-cubic yard hopper that is the best in its class, making it the ideal vehicle for those occasional commercial pickups. It can be equipped with a variety of container handling devices to suit just about any collection need. It also offers payloads of up to 800 lbs./cubic-yard, and a one-piece body sidewall that not only looks more modern, but is also easier to wash and maintain, resists rust and corrosion, and provides a smooth surface for signage. Excluding the 25 cubic-yard body, all other sizes can be equipped as single axle models, making them Federal Excise Tax (FET) exempt.

UNDER-CDL MINI REAR LOADER

Because operators don't need a commercial driver's license (CDL), the vehicle is exempt from Federal Excise Tax* (FET.) The beauty of this highly maneuverable, non-CDL rear load garbage truck is its narrow, compact and lightweight design, making it ideal for commercial or residential waste hauling routes. The Heil® Mini Rear Loader features a large hopper that is perfect for residential waste hauling routes, but also handles the occasional commercial refuse container with ease. The hopper's large size allows for more trash and fewer tailgate cycles, increasing route productivity and providing route flexibility. Another feature of the Mini Rear Loader is pre-crushing in the hopper. The Heil Linkage Packing System pre-compacts the refuse before it's loaded into the trash body. With compaction beginning in the hopper, payloads are greatly increased. This allows for more time spent on route, and more collection stops.

The swing link design on the non-CDL Mini Rear Loader offers a smoother, more efficient operation. The simple yet effective design results in less maintenance and a long-lasting, reliable packing mechanism. In addition, the single lever packer control handle allows for easy one-hand operation. This process is fast, easy-to-use, and can complete half the tailgate pack cycle with one movement in each direction. This requires fewer adjustments and less overall maintenance. If you are looking for a small, non-CDL rear loader with BIG performance, the Heil Mini Rear Load garbage truck body fits the bill.

* Heil does not provide tax advice. Please consult your tax advisor regarding the specific tax implications of your selected product.

HEIL CNG GARBAGE TRUCKS

www.heil.com/type/cng

At Heil®, we recognize that a CNG fuel delivery system must integrate seamlessly not only with the chassis and the garbage body, but also with fleet's CNG fueling station. Our CNG garbage truck bodies enable your refuse fleet to deliver the same productivity expected from a diesel unit, while saving you money with clean, domestic, compressed natural gas as fuel. The CNrG® tailgate system is designed for safer CNG fuel-delivery, as all tanks are positioned at the rear of the truck and away from the driver. The Heil® OEM-installed CNrG tailgate also removes the need for CNG tanks to be mounted on the top of the body, reducing the overall body height by 12 inches for a lower profile vehicle. With CNrG, vehicles can access height-restricted areas and eliminate damage to a top of body tank and cabinet. All Heil DuraPack® style bodies, including the Command-SST® and Half/Pack® LowRider®, are available with up to 90 DGE (Diesel Gallon Equivalent) six-tank configuration without the use of frame-mounted tanks. All Heil Half/Pack Front Loader and Automated Front Loader bodies are available with up to 105 DGE in a

seven-tank configuration. The integrated tailgate design allows for the entire CNG system to be installed in the tailgate and offers an extended range without the need for a costly split-system design. In addition, this design provides access to commercial "fast-fill" fueling stations for more time on route.

SENTINEL SOLENOID SYSTEM

When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s).

3rd Eye Digital

www.3rdeyecam.com

3rd Eye® Digital is the best fleet management tool to modify your drivers' behavior, reduce accident costs and generate more revenue from your vehicles. It gives you unmatched awareness of what's happening with your vehicles and drivers at all times. Drive top-line growth while improving operational efficiency.

3rd Eye Mobile

3rd Eye has developed the industry-leading truck camera systems and monitors, designed to withstand shock and vibrations up to 10G, repel water intrusion, salt and handle extreme temperatures. The 3rd Eye truck camera systems are available with recording capabilities through our built-in SD Card Monitors and stand-alone mobile DVR units.

Collision Warning Radar Systems

The 3rd Eye family of "Integrated Collision Warning Radar Systems" offers cutting-edge solutions to protect both the public and your drivers. 3rd Eye IRIS vehicle radar systems will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization!

ESG Connected Collections

www.3rdeyecam.com/connected-collections

Connected Collections® converts vehicle-borne data into valuable information that fleet owners can use to make better decisions – faster. Everything ports through one cell connection to the cloud – and then to the 3rd Eye Eye-Site™ Business Intelligence – where it is disseminated to 3rd Eye SaaS modules or the powerful Soft-Pak® back-office suite of software for further processing.

Enhanced Fleet Awareness

3rd Eye® Digital provides a comprehensive suite of fleet management reporting and recording tools that incorporate onboard cameras, engine and transmission vehicle analytic data, and body monitoring systems, that transform data into information through its Connected Collections® Digital Strategy. Connected Collections helps fleet owners to make better decisions – faster. From accurate GPS location tracking to fuel consumption to video service logging, 3rd Eye Digital provides fleet owners with an ala carte menu of features that support Connected Collections – delivering enhanced productivity, accurate Positive Service Verification through Verif-Eye, communication of critical chassis and body system sensor data through Optim-Eyes, and much more. The 3rd Eye gateway allows the transmission of all video, radar, and chassis/body data to be transmitted to any number of backroom route management software suites, like the industry-leading Soft-Pak back-office suite – now part of the ESG family. If your fleet is in the business of providing a billable service, like waste collection, product delivery, or service delivery – positive service verification is essential to running your business efficiently and profitably.

3rd Eye Verif-Eye®

With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, the package has been delivered, or the can or container has been dumped – or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. And with Soft-Pak® combined with 3rd Eye – refuse haulers using Mobile-Pak® can have real-time updates sent to their in-cab tablets for efficient route communication with the driver that keeps end-users happy. Verif-Eye is part of ESG's Connected-Collections digital strategy. Connected-Collections helps fleet owners make better decisions – faster.

Optim-Eyes Connected-Collections™

The Optim-Eyes Connected-Collections™ module provides fleet owners with an onboard mechanic that never takes a day off – never sleeps and is always monitoring the health of a fleet's assets. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence – where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled – and "downed" trucks are minimized. Optim-Eyes is part of ESG's Connected-Collections digital strategy. Connected-Collections allows fleet owners to make better decisions – faster.

EYE-SITE™

Introducing the new 3rd Eye User Interface, Eye-Site. We've made it very simple to navigate – yet very comprehensive – just like you asked. We put reams of data at

your fingertips – allowing you to identify areas of importance with the ability to focus on profit leakage, such as not outs, overloaded or blocked containers – or other exceptions that you define. We've also made the Eye-Site interface scalable – which means it works perfectly, whether you're on your cell phone, your tablet – or sitting at your desk. With more people working remotely – this was a key feature that you demanded. You also needed it flexible – as every fleet is different – and you wanted the ability to customize the outputs based on your needs. Experience the new 3rd Eye Eye-Site customizable platform that puts you in the driver's seat. This is all a part of ESG's Connected Collections™ vision – focused on helping fleet owners make better decisions faster.

Soft-Pak®

www.soft-pak.com

The Soft-Pak® suite of products is a complete operational software solution that delivers the power and flexibility to succeed in today's competitive waste hauling marketplace. Whether you are an industry-top 20, a municipal operation, or a mid-size hauler with a single facility, Soft-Pak can effectively manage your operations. With Soft-Pak, all customer service, billing, routing, and operational information is available for users in a controlled and easy to access system. Operating on your own server or on the cloud, you choose what is best for your operation.

Web-Pak®

The Web-Pak® web module allows haulers to extend account information and secure online payment directly from Soft-Pak and e-Pak™. Web-Pak can run locally on a web server, an iSeries, or on the Soft-Pak data center. By extending service information, delivery, and payment options directly to your consumer, you enable customers to easily request service changes, review current and historical account information, and allow for secure payments at their convenience.

Curotto-Can®

For nearly two decades, the Curotto-Can® has been innovating how residential trash and recyclables are collected across the country. Safety and productivity have been top priorities since the beginning. With the Curotto-Can automated garbage truck solution, drivers' eyes are constantly focused forward, and unlike a traditional automated side loader, never have to look in the mirror to operate the arm. With productivity increases of up to 30% over a standard ASL, no cart lost in the hopper, and no wasted time pulled over waiting on the hopper to clear, the Curotto-Can automated garbage truck is the most inexpensive way to collect residential trash without equal. Front-loaders have a track record of robust construction and proven reliability, durability, and uptime. Standardizing your fleet with the Curotto-Can system provides operational flexibility with fewer collection vehicle models to maintain. Instead of having a mixture of ASL's and commercial front loaders, this allows for one front loader platform to collect both commercial and residential. It can handle cleanups, bulk collection, commercial collection, single-stream routes, and green waste. Given the flexibility of the Curotto-Can, rear loaders and drop frame side loaders are deemed obsolete, saving fleet owners from maintaining costly spares. A huge benefit of the Curotto-Can is its ability to handle "take-all" routes. Unlike most automated side loaders, the Curotto-Can – and its low-lift loading height makes loading mattresses, couches, etc., as easy as a drop-frame side loader, but allows for much higher productivity – due to the speed of the Curotto-Can automated arm. And unlike any side loader, the driver's eyes are always focused in front of the vehicle, making it the safest refuse collection vehicle offered today.

Parts Central®

www.heil.com/parts-central

Parts Central® provides Genuine OEM Parts for ESG brands including; Heil®, Curotto-Can®, Bayne Thinline®, Marathon®, and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. This means Genuine OEM parts fit perfectly every time and are your best choice for performance and reliability. Parts Central offers upgrade kits and remanufactured parts for your equipment. Our Fen-X® Reman program is a like-new solution at a lower price where components are replaced or remanufactured to meet OEM specifications. An economical repair option for your older equipment or mixed fleet may be aftermarket parts of Parts Central.

Bayne Thinline

www.baynethinline.com

Bayne has been in business for over 40 years and is proud of our reputation as a leader in the solid waste industry. Specializing in the design, manufacturing, and assembly of hydraulic cart lifters in our state-of-the-art facility enables Bayne total control over providing you, the customer, with a quality, dependable product. Our mobile refuse applications feature the patented Thinline® rack-and-pinion rotary actuator for superior lifting capacity and outstanding reliability. These lifters, also known as cart tippers, are specifically designed to improve the efficiency of your refuse collection operation and minimize your fleet downtime. Our diverse line of cart lifters for mobile refuse trucks is second to none, and we have models that work with almost any application and budget.

Nextelligence® Training Platform

www.heil.com/nextelligence-training

		We are excited to announce the launch of our Nextelligence® Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians. SERVICE SHACK When you need a little help regarding a common maintenance issue – Service Shack® is available – free of charge. Want to know how to set pressures on your DuraPack 5000? No problem! Have a question regarding calibrating your Command-SST arm? We've got you covered. With tons of different topics to choose from, this should be a bookmark you add and return to often, as the content is continually being updated. Note: All product brochures are available in the appendices.
20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Refuse Collection Vehicles Automated Front Loaders Front End Loaders Automated Side Loaders Rear Loaders CNG Options Digital, Mobile Camera and Radar Systems 3rd Eye Digital 3rd Eye Mobile Camera Systems Integrated Radar System Truck Cameras Truck Camera Monitors Digital Video Recorders Vehicle Radar Systems Truck Camera Accessories Software Solutions for Waste Haulers Operations In-Cab Computing Routing Billing Services and Support Refuse Collection Vehicle Associated Equipment The Curotto Can Commercial Gripper Cart Tippers and Accessories Training and Technical Support OEM Parts and Related Products
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	Heil does offer full turnkey solutions where applicable. Due to the unprecedented market conditions that have affected the global supply chain, availability of many chassis brands and models has been disrupted. While we do maintain chassis specifications for the most popular brands and models, at any given point and time, they may not be immediately available and require the chassis to be ordered. Similarly, in Canada this can be more difficult as well due to various regulations regarding emissions and chassis specification requirements. Furthermore, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Similarly, chassis OEMs generally make model changes in the middle of the year and some customers prefer the newer models. We would follow the same process of comparing the chassis specifications for the current year model versus the newest model and ensure that the difference in price would not exceed 10% of the total value of a turnkey package solution.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	Many of the Chassis OEMs have electric chassis options that are available to Sourcewell members. Heil has worked with each of them to develop an integration strategy for mounting the Heil RevAMP electric side loader. Through our partnerships with OEM dealers, we can assist any Sourcewell member with procuring an electric chassis option.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	☒ Yes ☐ No	Due to the cost associated with battery electric vehicles, these are ordered on a case-by-case basis, and we will assist the Sourcewell member in this process.
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	☒ Yes ☐ No	Due to global supply chain issues, chassis availability in the market has been less than previous years. All makes and models are not necessarily in stock at any given moment and will potentially have to be ordered from the manufacturer.
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	☒ Yes ☐ No	Many Heil products have options such as the Heil Autonomous Lift Option, as well as 3rd Eye and Bayne Thinline, all have products or options designed with operator and vehicle safety in mind.
26	Maintenance services	☒ Yes ☐ No	Heil is fully prepared and capable of servicing ALL Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group. Heil products are represented by a network of more than 50 knowledgeable dealers in the United States, Canada, and Mexico capable of providing complete Sales, Parts & Service. Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Option C best describes the pricing that is offered in our proposal. Heil does not hold any other cooperative purchasing contracts, nor do we have a GSA account. Our product offerings are sold through our Heil Dealer network to the individual Sourcewell members. This proposal sets a ceiling price and therefore allows the dealer to work individually with the member to get them the best price possible.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product

Change Request Form.

Line Item	Question	Response *
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Heil maintains individual MSRP Price guides or Price Lists for each of our equipment product offerings and would use a "Percentage Discount from Catalog" model for pricing our products under this contract. For the 12,000 plus available parts offered, the pricing is also a "Percentage Discount" model. We have included copies of our MSRP equipment by product in the appendix and parts pricing. We've also included Curotto Can MSRP pricing, 3rd Eye Digital, Parts and Installation list pricing as well as Soft Pak list pricing. Within the MSRP Price Guide or associated price lists, the Sourcewell member will find each product offered along with multiple options available to the member to meet their specific requirement. Due to the many options that are offered on both body and chassis and the electronic interactions that occur between the two units, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what will not. Once the member has met with and defined a body and chassis specification that they desire, the Heil Dealer will provide them a quote that would contain the itemized list of the body with options and a total price. Similarly, the Sourcewell member was requesting a quote for 3rd Eye or Soft Pak product or services, the Heil Dealer will provide an itemized list or products, services and or installation fees. If the member wanted to verify that the quote was compliant to the contract, they would be able to compare the two documents to ensure they are not paying more than the 4% off MSRP or List price. Rental pricing is as stated and would include any discount from the rental company.
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	If awarded a contract, we would offer Sourcewell Members a discount of 4% off MSRP as well as any associated surcharges for all products and services which would represent the ceiling price a member would pay to a Heil Dealer although the exception to this would be the chassis. Note, this discount does not apply to equipment rentals through those various entities. The rental pricing submitted has already taken this discount.
30	Describe any quantity or volume discounts or rebate programs that you offer.	Although Heil does not offer volume rebate programs, since our pricing is a ceiling-based approach for the Sourcewell member, a specific opportunity consisting of a high volume of units would certainly be reviewed.
31	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Heil does not source goods outside of our published price guides, so we are able to use the benefit of the Heil Dealer network to handle these nonstandard options that are requested by the members. The Sourcewell member will specify what product or service that is not included in our published price guides, and we then review those items with the Heil Dealer to ensure they have provided a line-item quote to the member for each request. Similarly, the situation may arise where the member has a chassis specification that our turnkey solutions do not completely satisfy. In these situations, we will request a copy of the chassis specification desired and compare it to our standard specifications. We would consider these differences to be nonstandard options and would make sure that the difference in price would not exceed 10% of the total value of a turnkey package solution. Also, these non-standard options could include fuel delivery systems. For example, the installation of an LNG (Liquid Natural Gas) engine could be quoted by the Heil dealer, and as a non-standard option, the pricing should not exceed the 10% of the turnkey package threshold per option. It is feasible that a combination of expensive options such as an LNG fuel system and body scales could exceed the 10% sourced good threshold combined, but not individually.
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight or shipping charges are not included in the pricing due to the variable rates associated with distance, location and method. Our Heil Dealer will provide a shipping quote for the equipment, parts or products and it will be a line item on the quote to the Sourcewell member.

33	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	Due to varying customer locations and shipping preferences, freight is an additional cost not included in the price guides submitted for any of the products in this proposal. Freight and or delivery would be included from the Heil Dealer in the final pricing for every Sourcwell order. For a Heil unit, the Heil Dealer will make delivery to the Sourcwell member location unless other arrangements have been agreed upon between the Member and the Heil Dealer. For example, this might include training at the Heil Dealer location prior to the Member taking receipt of the unit.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipments to Member Agencies in Alaska and Hawaii or Canada would be handled by the local Heil Dealer who is well-versed in economically coordinating these types of shipments. Shipping requirements vary by type of product, product dimensions, and weight. For example, a refuse collection vehicle can be driven to the port of export, then shipped via container to its port of destination, and then driven to the local dealer who would perform the necessary inspections and facilitate delivery to the customer. For all product orders shipping to Alaska, Hawaii, or Canada, all costs for shipping would be calculated by the Heil Dealer and quoted to the customer at time of order.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Heil's network of well trained, entrepreneurial Dealers at locations around the U.S. and Canada, set Heil apart in size, personnel, experience and customer focus. This network coupled with Heil's product innovation pipeline and factory support makes the Heil brand, sales and customer service channels unique to the refuse collection vehicle market.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Heil's payment terms are Net 30. Sourcwell members will be paying the Heil Dealer directly for any equipment, product or service.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	Heil has been partnered with DLL Financial Solutions to offer value-added retail financing and leasing programs. With over 35 years of proven vendor finance experience, DLL provides flexible finance solutions to customers around the globe. They are a reliable name and fully support all Heil US and Canadian dealers. DLL does offer flexible tax-exempt equipment financing solutions as well as Tax-exempt Municipal Lease Purchase options for State and local governments, public school districts and public colleges and universities. In addition to this, Heil has a good working relationship with the team at National Cooperative Leasing and are very willing to work with them also.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	One of the unique attributes of our proposal is the extensive Heil Dealer network that is available to serve the Sourcwell members anywhere throughout the US and Canada. Our dealers have various Customer Relationship Management software, as well as various quoting software. With the Sourcwell members having the advantage of working locally with their Heil Dealers, there are no standard transaction forms within the network. Similarly, the customized service agreements that are available to the Sourcwell members preclude having a standard form agreement.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	With all orders for Heil products being handled by the local Heil Dealer, payments are made directly to the respective dealer. Due to expense associated with fees related to a capital expense of this size, P-Card payments are not feasible. We believe this better serves the Sourcwell members in keeping costs lower. However, some Heil Dealers may have payment systems in place where products such as 3rd Eye or Parts Central may be paid in this manner, but it will be on a dealer-by-dealer basis.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Heil's self-audit process for all Sourcewell transactions will begin as soon as an order is submitted. Orders will be reviewed immediately by multiple departments to ensure all necessary documents are submitted, and complete. Prior to submitting quarterly fees to Sourcewell, the final invoice to each Sourcewell member will be reviewed to make certain the Sourcewell fee amount is in alignment with the final invoice to the Sourcewell member. In addition to Heil's Customer Care team retaining all documents submitted with the original order, Heil will retain a copy of the final customer invoice, other applicable documents and reports.
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The internal metrics that we currently utilize to measure success are related to total units sold on the contract versus a goal. We set our goal each year based on our company annual operating plan, then we measure throughout the year to be sure we are staying on target or looking for ways to address areas where we are exceeding or missing our goal. We also track the number of units sold off the contract that are turnkey solutions versus non-turnkey solutions.
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Heil proposes an administrative fee payable to Sourcewell of 1% of the purchase price on all products, including chassis.

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *
43	Describe any relevant industry awards or recognition that your company has received in the past five years	Our company is very active in national and regional industry organizations and activities. Some of our executives are currently serving on the board for EREF (Environmental Research and Education Foundation) Brian Parker our Vice President of Engineering, David Young, Vice President of Aftermarket along with our President, Pat Carrol. We are also involved in the NWRA (National Waste and Recycling Association) where currently have team members Sam Podgorny, Savannah Chandler and Maggie Duckworth serving on the Women's Council for this organization and we have an executive, John Curotto, President of The Curotto Can Company who is a member of the NWRA Hall of Fame. We also have several of our team members, Brandon Volner, Vice President of Product Management, Sam Podgorny and Brad Gust who are part of FILA (Future Industry Leaders Alliance) and remain active there. At the dealer level, many of our Heil Dealer are active participants in their local SWANA (Solid Waste Association of North America) chapters.
44	What percentage of your sales are to the governmental sector in the past three years	25%
45	What percentage of your sales are to the education sector in the past three years	Less than 1% as they generally do not pick up their own garbage.
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	While Heil does not hold any other cooperative purchasing contracts, we do sell refuse trucks to our Dealer Network who utilize other procurement contracts including HGAC, Florida Sheriff's Association, and the Texas Buy Board.
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Heil does not have a GSA contract

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of New York	Government	New York - NY	Refuse	> 400	> 30 million	*
City of San Antonio	Government	Texas - TX	Refuse	> 50	> 7 million	*
City of San Diego	Government	California - CA	Refuse	> 50	> 7 million	*
City of Dallas	Government	Texas - TX	Refuse	> 40	> 4 million	*
City of Fresno	Government	California - CA	Refuse	> 40	> 4 million	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Mount Holly	Shane Jones	980-522-0381	*
Town of Chapel Hill	Mark Agosto	919-969-5143	*
City of Suffolk	Jason LaLonde	757-514-4426	*
City of Hampton	William Heckstall	727-726-2909	
City of Chesapeake	John Eader	727-382-3380	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. Each Heil Dealer employs a sales team for the products included in this proposal. In addition, we have 8 Regional Managers employed by Heil that support the Heil Dealers in their respective territories to help expedite and facilitate solutions to meet the member's needs.	*
51	Dealer network or other distribution methods.	Heil has over 30 authorized dealers in more than 60 locations throughout the United States and Canada. A complete Heil Dealer list located in Appendix	*
52	Service force.	Our Heil Dealer Network comprises over 60 locations to service customers. In addition to these dealer technicians, Heil also has 8 Field Service Technicians that are also available to service members if the need requires it. Support for our customers is a priority and we make it as easy as possible through our dealer locator on the Heil website, easy to access email for Heil Tech Support as well as the Heil Tech Support phone number. Please click the link below to see the ease of access: https://www.heil.com/support	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Whether it's Heil, 3rd Eye, Parts Central or any of our brands, Heil provides an easy process for Sourcewell members to procure our products and services and the process is the same whether it is in the United States or Canada. Our Heil dealers provide a seasoned and trained salesforce able to assist any Sourcewell member as they determine the best product and application for their need. The Heil Dealer also has complete access to our Engineers and Product Management teams should any questions arise during the specification process. When the Sourcewell member is satisfied that the product will meet or exceed their expectations, the Heil Dealer will provide an itemized quote to the Sourcewell member so that a purchase order can be generated. After this, the Heil Dealer will take care of the remainder of the ordering process with Heil and will provide the customer with updates regarding delivery. There could be sales territories where products are sold direct via our internal sales team. For those orders, the Member will work directly with the Heil Regional Manager for the territory who will handle the entire order process. The Heil website (www.heil.com) can be accessed 24 hours per day, seven days per week. The site offers an interactive listing of authorized Heil dealers Members can use to find their local Sourcewell dealer/representative, who they will call directly to answer questions or to place an order. From time to time the situation may arise where we can authorize another entity working in conjunction with our Heil dealer to offer the member a proposal using our contract. An example of this might be where a license is needed to sell a chassis in a certain location, but our Heil dealer is selling a turnkey solution to the Sourcewell member. In this example, the purchase order might be issued to an entity not listed as a Heil dealer, but the Heil dealer is initiating the proposal to the Sourcewell member and providing the member with a simple, single purchase order solution.
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Heil Environmental has dedicated Customer Care and Support for all products and services included in this proposal as well as through our extensive US dealer network. At Heil we pride ourselves on customer satisfaction and support while meeting or exceeding the customer expectations. Sourcewell members are only one phone call away from the most knowledgeable dealer network in the industry. Heil Dealers work directly with the Sourcewell member to keep their products and services running at peak efficiency. Dealers offer local, personalized service on all Heil units and other products. Parts Central® provides Genuine OEM Parts for ESG brands including Heil®, Curotto-Can®, Bayne Thinline® and 3rd Eye®. Genuine OEM parts are manufactured to the exact specifications and processes on the same production lines as the parts originally installed on your equipment. In addition, Heil has an excellent staff of highly trained engineers at our factory that are available to assist with technical questions about any Heil product or service.
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Heil is fully prepared and capable of servicing all Sourcewell Member segments.
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Heil is fully prepared and capable of servicing all participating entities under this contract through our Heil Dealer network in Canada. Our pricing is in USD, but our Heil Dealers will be able to quote Canadian entities in CAD when desired. (Note: The Heil RevAMP is not available in Canada through Heil.)
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no geographic areas in the United States or Canada with participating entities that we will not be serving through this proposed contract.
58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There will be no exclusions of Sourcewell Members from our contract related to this RFP. Heil is fully prepared and capable of servicing all Sourcewell Member segments.
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The requirements for shipping a piece of equipment via an ocean-going vessel will vary depending on the port of departure and the port of delivery. In some cases, full or partial payment of equipment may be required prior to loading onto the shipping vessel or exiting port after loaded.

Table 12: Marketing Plan

Line Item	Question	Response *
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Heil has been and continues to be aggressive in our marketing of the opportunities provided us by our association with Sourcewell. We have one of the nation's largest dealer networks and work with them to provide training and guidance regarding how to best take advantage of our Sourcewell contract. We also encourage them to utilize Sourcewell marketing materials and displays for any local trade shows they attend. We regularly post on social media and utilize email blasts where we include Sourcewell. In addition, we have a stand-alone landing page on the Heil website dedicated to Sourcewell. Furthermore, we display our Sourcewell contract proudly on all our eBrochures.
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Effective SEO is a key component of all ESG's web properties and Heil, Marathon, and 3rd Eye all have robust social media strategies that highlight wins, customers, and information pertinent to the waste industry. Combined with this strategy are tools that monitor our website traffic and provide very granular metrics regarding who is on our site, what they are looking for – and how often they visit. This information is then automatically delivered to our sales teams to ensure they track the lead through revenue generation.
62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell has been valuable partner in the implementation and success of this contract since the first award in 2012. As such, we believe that Sourcewell's role as a joint partner in all marketing collaterals is essential. As part of our partnership, Heil will continue to be responsible for increasing Sourcewell awareness and the inherent benefits of the contract through our various dealer sales meetings, national Heil sales meetings and any trade shows in which we participate. In exchange, we would expect that Sourcewell will promote Heil on the Sourcewell website, in the quarterly Newsletter, in all Sourcewell literature, and at all applicable marketing resources and publications.
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No. Due to the many options that are offered on both body and chassis along with the integration that must occur between the two components, we feel it prudent to involve our Dealer Representatives that are trained to know what will work together and what applications will best meet the Sourcewell member's need.

Table 13: Value-Added Attributes

Line Item	Question	Response *
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Heil offers a wide array of custom training through our Nextelligence Training Platform, which is designed to increase the knowledge and capabilities of Service Technicians for the Heil® Product Line that keeps our sales management and Dealer sales force up to speed on our products. We have carefully developed the Nextelligence program to increase the technical expertise of your technicians to reduce repair time for the fleets you service, increase productivity of your Heil products or that of your customers – and provide your technicians with invaluable Troubleshooting knowledge that they can then use to train other technicians. We have been extremely successful with these programs and will be offering them again to our Sourcewell members to further their education on mobile refuse collection vehicles. In-person training sessions. Nextelligence Training is generally conducted at the Heil Training Center in Ft. Payne Alabama. The proximity of the factory makes it easier for the Sourcewell Members to fully comprehend what separates our mobile refuse vehicles from our competitors. Training is optional but can be included during the quoting process and the Heil Dealer may provide training support through their dealership as well. Training costs are determined by class and training level. Nextelligence Bronze training is completely free of charge with absolutely no obligation. Also, Heil Service Shack video trainings available to our Sourcewell members in the form videos posted on our various social media sites. These are available in English, Spanish and French Canadian.

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	For many years, the Heil company has been an active participant in the development and maintenance of the ANSI Z245.1 – Mobile Equipment safety standard which governs our industry. All Heil designs are compliant with ANSI 245.1, and each design change is evaluated against this standard by way of our disciplined and documented engineering change process. However, ANSI is not the only standard with which Heil ensures compliance. The company is diligent to comply with all relevant standards that cover our products. This includes: FMVSS, SAE, ISO, and NFPA52 just to name a few. Safety is our first priority and is daily topic in our daily work and conversations, followed by quality and on-time delivery. Heil also has a long-standing and extensive training program to help our customers and their end-user customers understand the required safety and maintenance practices. This is supported by way of factory training, on-site training, and on-line video resources. Heil adheres to a high standard of business ethics and is a socially responsible company committed to the safe design, manufacture, operation and service of its innovative products. 3rd Eye onboard garbage truck camera systems constantly monitor your driver as well as their environment to ensure the safe operation of their vehicle. One of the largest causes of truck accidents is the failure to see danger in the driver's blind areas. With our integrated IRIS Radar technology, you will benefit from the advantage of object detection/collision warning even under the most extreme applications. The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering – and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones – which means far better detection of obstructions that are there – allowing the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. Also, The Curotto-Can is the only automated system that provides an "Eyes-Forward" working environment and results in improved operator and public safety.
66	Describe how the equipment you propose simplifies the operation for end-users.	Automated Frontloaders Heil front load garbage trucks are available in ultra-efficient automated front-load models. Equipped with The Curotto-Can automated carry can, automated front loaders allow for the collection of both commercial and residential waste with a single garbage truck. The simple addition of a Curotto-Can® automated carry can for front loaders turns a Heil Half/Pack® Standard, Sierra, or LowRider from a commercial front load titan into a super-efficient, neighborhood-friendly waste collection machine. The Curotto-Can allows operators to keep their eyes forward, where they need to be, for safer, faster residential refuse collection. The patented Odyssey Controls technology incorporates load-sense piston pumps, in-cylinder position sensors, and the mobile controller, providing a highly efficient automated frontloader that's high tech, high productivity, and low maintenance. Commercial Frontloaders with H.A.L.O. The Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. Finding, hiring and training new drivers is expensive. Operator turnover means that fleet owners incur lower productivity from new drivers as well as higher maintenance costs from operators not familiar with dumping commercial containers. The Heil Half/Pack front loaders equipped with H.A.L.O. controls safely dump ANSI standard containers with the press of one button, allowing the operator to focus on safely operating the front loader. Fleet owners now have operators that are safer and more productive on day one. The H.A.L.O. Semi-Autonomous Controls are a ground-breaking innovation that helps to solve these issues and more. You can save up to \$5,800 per truck / year in overall cost, including accelerated training, increased safety, reduced maintenance, and increased productivity. Connected Collections 3rd Eye Digital allows fleet owners to see both what the driver see and doesn't see in real time. This information allows fleet owners to assess route conditions, customer service events, and driver behavior. All of this is passively uploaded to the cloud where the information is ported to Soft-Pak for customer billing. Driver behavioral events are ported to the 3rd Eye review team to alert fleet owners of possible coaching events as well as post-event fault analysis. Engine data is run through analytics for predictive maintenance where open work orders can be automatically sent to a fleet's maintenance system based on vehicle fault codes via the 3rd Eye Optim-Eyes® module.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	The Curotto-Can® Automated Carry Can has the fastest load time of any automated system on the market and delivers a proven 25% to 30% productivity advantage over automated side loaders. By using the robust reliability and additional capacity of a front loader, this carry can delivers game-changing performance that will enable you to service more customers, more quickly, in more applications. Another benefit of this product is the eyes-forward operation enhances operator and public safety as well as reduces the risk of repetitive stress injuries. Along with this, the low 108" cart dump height allows for safer operation because it is well below typical wires, trees, and other overhead obstructions. Our exclusive "clean front head" relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. From a digital perspective, with Connected Collections modules engaged, fleet owners have the full power of enhanced vehicle telematics at their disposal to assess any number of critical data feeds to monitor the driver's environment. They can mitigate accident liability through real-time video event recording, identify risky behaviors, vehicle & routes, events can be used for training purposes, and they can exonerate drivers when not at fault. The 3rd Eye Digital system allows users to see triggered events based on driver behavior as well as the opportunity to purchase live streaming for real-time viewing of their drivers. The 3rd Eye Digital System has built-in accelerometers that will trigger events back to your custom 3rd Eye Web Portal. These events are reviewed by a dedicated review team and scored with any infractions associated. Once reviewed, users will be notified of these infractions and given the opportunity to coach the driver. From an operational standpoint, 3rd Eye Digital can trigger specific events based on body behavior in your specific industry. As an example, a JPEG image or Video can be triggered every time a garbage truck extends the arm of the vehicle to pick up a customer's can. The following list contains examples of a triggered event that is sent to our review team for further review: Hard Brake, Hard Turn, Hard Acceleration, High speed (can be customized), Speeding, Following too Closely (using video analytics) Stop Sign Detection (vehicle runs/rolls stop sign), rollover, live tampering (unit becomes disconnected), Low accelerometer (pothole, curb jump, etc.), high accelerometer (hard hit usually from collisions, a major bump in the road, speed bump at high speeds, etc.) The new IRIS Radar from 3rd Eye is 7 times more powerful than our previous offering and is more accurate. The IRIS Radar's increased frequency allows for the detection of multiple smaller objects at the same time. Instead of a fan pattern view, the new IRIS system tightens the detection zones which means far better detection of obstructions that are there and allows the driver to focus on the job at hand. In short, 3rd Eye Vehicle Radar Systems are the go-to solution to assist drivers by notifying them of other vehicles as well as obstacles they may not see. The new IRIS Radar can also be programmed for forward and side exclusion zones to help eliminate false alerts— so body side ladders, chains, or hooks don't set off the alarm – but obstructions three feet away do! The 3rd Eye family of Integrated Avoidance Warning Radar Systems offers cutting-edge solutions to protect both the public and your drivers. This system will continue to drive up profitability by helping reduce costly blind spot accidents while increasing peace of mind and productivity within the organization. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one.
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68	Describe any technological advances that your proposed products or services offer.	One area where we have made significant advances technologically is around digital fleet management solutions. With the Eye-Site™ User Interface, 3rd Eye customers will have access to the most comprehensive interface out there designed to allow easy access to millions of data points driven by Eye-Site Business Intelligence, the engine that fuels Connected Collections. With Eye-Site, users can easily manipulate fleet information, Optim-Eyes® data feeds, Safety Intelligence information or a host of other customizable reports that help fleet owners make better decisions faster. With the 3rd Eye Verif-Eye® Positive Service Verification solution, you now have real-time video-based evidence at your fingertips to ensure your customers have been serviced, or the can or container has been dumped or not dumped. Through both GPS route tracking, combined with video affirmation, a claim of no service can easily be investigated and resolved before you must spend time and money to dispatch your assets a second time. With Optim-Eyes, critical chassis systems are monitored, and data is transmitted in real-time via the 3rd Eye digital connection. This single point of connectivity allows for video and data to be sent to 3rd Eye Eye-Site™ Business Intelligence where data is converted into information that helps maintenance specialists improve the uptime of their fleet. Catastrophic events are avoided, maintenance can be scheduled, and "downed" trucks are minimized. Another product that represents our advancements in technology is the RevAMP. The Heil RevAMP automated side loader was developed with a mission of revolutionizing refuse collection. The 100% electric arm and auger compactor allows fleets to reduce their environmental footprint by reducing fuel use and greenhouse gas ("GHG") emissions, while also eliminating hydraulic oil spills. This combination enables the operation of a fully electric automated refuse collection vehicle ("RCV"), versus hybrid technologies that adapt a traditional hydraulic body to a battery-powered chassis and still require hydraulic hoses to operate the body functions. The all-electric body features an arm with no kick-out, that provides a shake-free and smooth operation. The arm itself is much quieter and does not have any hydraulics to power it. The auger compactor allows for compaction through the front wall of the body and unloading with a pack-through eject panel to discharge the waste. This design provides a self-cleaning hopper and does not require tilting of the body to unload it. With all body and arm functions being battery powered, no energy is drawn from the engine to power the body and the arm. Another revolutionary advancement is the Heil Odyssey Controls. These Heil® products feature or are available with a refined hydraulic and electronic control system for maximum efficiency, reliability, and precise control. Odyssey® Controls for Commercial and Residential Half/Pack® Front Load bodies are equipped with an updated joystick that contains integrated Pack Extend and Pack Retract functions. The products also have as standard, our Streetwise Hydraulics. This is our exclusive "clean front head" which relocates the hydraulic body valve from the front head to under the side of the body. This design reduces the influence of engine heat on the hydraulic components, as well as improving access to the valve bodies. This also means improved safety and reliability, all while reducing downtime. Another example would be the Heil® Half/Pack® Commercial front loader equipped with H.A.L.O. controls efficiently dump a container with the press of one button, allowing the operator to stay in the cab and focus on safely operating the truck. With H.A.L.O., fleet owners now have operators that are safer and more productive on day one. In regard to our CNrG compressed natural gas system, all Heil DuraPack style bodies are available in up to 90 DGE configurations without frame-mounted tanks. Heil Half/Pack Front Loader and Automated Front Loader bodies are available in up to 105 DGE in a seven-tank configuration. The tailgate design also allows the use of commercial fast fill fueling stations. When equipped, the optional Heil CNrG Solenoid System will monitor and display live in-cab CNG system and tank pressures and notifications on the In-Sight™ Diagnostic Display. Additionally, the system detects leaks (visually and audibly) while closing solenoid valves of affected tanks to isolate the leak(s). The Heil Lowrider hits the streets 12" lower than a standard front loader and tipping the scales at 4,150 lbs. less than our standard Half/Pack. Fleet owners can service more customers and pack up to two tons more payload. A customer can also add Lightning Cylinders and you have a 23% faster container dump cycle when compared to a non-Lighting equipped Heil front loader. Combine all of this with Odyssey® Controls and you have more uptime due to there not being any proximity switches, cylinder cushions, air lines, or MAC valves. Another example is the newly integrated Heil Half/Pack body with Freightliner EconicSD chassis is now available in a commercial front load package. This exclusive offering provides the proven Half/Pack with Odyssey® Controls as a standard feature and delivers a level of performance and smooth operation that no one can duplicate. The new articulating arm design maintains the industry standard 13' 6" maximum stowed arm height and can operate automatically so the driver can simply carry on as usual without having to learn a new method of dumping.
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69	Describe any "green" initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	As a leader in the solid waste and recycling industry, Heil maintains a corporate mission to provide customers with innovative solutions for processing, transporting, and transforming the solid waste stream into sustainable resources that benefit both our customers and our communities. To that end, we strive to incorporate green practices into our company processes as well as into our products. We have a CNG fueling station at our facility in Ft. Payne as well as a battery charging station for battery electric vehicles at our plant. As part of our manufacturing process, we install CNG fuel systems on many new customer trucks while meeting the growing demand for gas fueling applications. We recycle 100% of the scrap steel used to make our products and actively recycle cardboard, aluminum, plastic, office paper, and wooden pallets. As a Dover company, Heil supports Dover Corporation's Sustainability Policy, a long-term commitment to operational excellence that will reduce greenhouse gas emissions, the use of volatile organic compounds (VOC), metal and cardboard consumption, and landfill utilization across the enterprise. Throughout Dover's history, their commitment to corporate responsibility and sustainability has created significant value for Dover. In 2020, Dover began implementing a three-year plan to expand our Environmental, Social, and Governance ("ESG") disclosures, metrics, goals, and oversight. This journey commenced after extensive dialogue with our stakeholders and with the strong support of and collaboration with our Board of Directors. As part of their three-year plan, they launched a sustainability website to disclose key sustainability performance indicators, established a Sustainability Steering Committee to drive the integration of sustainability into business matters, and conducted a materiality analysis and ESG goal setting exercise which helped them identify and set goals on five strategic topics: Energy and Emissions, Innovation for Sustainable Products, Employee Health and Safety, Diversity and Inclusion, and Talent Attraction and Development. We are proud to report that our 2030 climate action goals are approved by the Science Based Targets initiative (SBTi). We developed the emission goals and our other goals after rigorous discussion with key stakeholders and evaluation of technology-specific measures and have developed a roadmap with priority actions for each scope to achieve our goals. We are committed to tracking our progress, renewing these and other sustainability goals as appropriate, and continually improving our performance in other ESG priority areas. Much more information, as well as the goals and metrics can be found at: www.dovercorporation.com/sustainability Our team at Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO₂e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO₂e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved. Furthermore, in April 2022, Heil announced the acquisition of certain intellectual property from Boivin Evolution Inc. ("BEV") related to electrically powered refuse collection vehicle ("RCV") bodies. Concurrently with the acquisition, BEV and Heil have entered into a commercial partnership under which BEV will manufacture RCV bodies for markets in Canada and France under the BEV brand, while RCV bodies for markets throughout the rest of the world will be manufactured and supported by Heil. Heil and BEV will also jointly collaborate in the development of future electric-powered refuse collection technologies.
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Being an operating company within the Dover corporate structure, Dover engages with internal and external stakeholders to inform its approach to sustainability matters. Dover has implemented rigorous processes to collect and aggregate global energy consumption and GHG emissions data. Part of that vision driving down our operational greenhouse gas footprint and developing products and services that help customers meet their sustainability goals. One goal is to reduce absolute scope 1 and 2 market-based GHG emissions 30% by 2030 from a 2019 base year. Another goal is to reduce absolute scope 3 GHG emission 15% by 2030 from a 2019 base year by innovating lower emission products. These goals were launched in early 2021 and were approved by the Science-Based Targets Initiatives (SBTi). One highlight in the innovation of sustainable products has been through assisting in the transition to clean technology by enabling electrification of trash and recycling trucks. Heil focuses its innovation efforts on making solid waste handling and recycling management cleaner, safer, and more efficient. Our waste hauling fleet customers are often asked by municipalities and businesses to both address the need to reduce carbon dioxide equivalent (CO₂e) and divert waste effectively. We developed a CNG fuel delivery system to power waste collection trucks that is designed to reduce CO₂e by 25% or 25 tons per year when compared to its diesel counterpart. The organic fraction these trucks carry can then be processed to generate biogas. The biogas is then utilized as an energy source for fueling the truck. Heil also is focused on research to enable development of Electric Refuse Collection Vehicles or E-RCVs. We recently introduced the Heil RevAMP, the first 100% electric on-route refuse body with its own independent battery. Today, Heil is working with large municipalities and major waste haulers in the fielding of electric-powered RCV's. By converting just one refuse collection vehicle from diesel to electric propulsion, on average - 100 Metric Tons per year of GHG emissions are saved.

71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	As an operating entity of a public company, Heil is not certified as a WMBE or SBE business entity. However, five of our dealers are certified as WMBE business entities: Heil of Texas, River City Hydraulics, Ingram Equipment, UTEC, EJ Equipment and Fer-Marc Equipment.	*
72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	One of the main unique attributes that Heil offers is the ability to be a single source provider for equipment, parts and service for all the various products included in this proposal. Heil can offer a full range of RCV products - Front Loader, Automated Front Loader, Side Loader and Rear Loader including a wide range of accessories. With our extensive Heil Dealer network, we can offer Sourcewell members localized parts inventories at their Dealer Locations for all models. Along with this, all RCV's offered are manufactured in the US and comply with current ANSI and FMVSS requirements. With more than 60 authorized US and Canada Dealer locations capable of providing complete Sales, Parts & Service, we are very capable to support Sourcewell members after the sale. Furthermore, all Dealers are routinely evaluated to ensure they are providing superior quality and service. Heil also directly employs technicians who provide factory and field support for all products offered, with access to over 650 engineering and manufacturing personnel. Heil owns well over 200 patents which demonstrates our longevity and commitment to innovation in the refuse industry. Our Heil Dealers handle all the warranty direct without pass through to an outside supplier or manufacturer. Our dealers can offer customized preventative maintenance programs that meet the needs of the individual Sourcewell member. Heil can offer complete service, operator, factory and field training for authorized Dealers and Sourcewell members across all product lines. Our manufacturing plant offers on-site alternative fuel system installation, filling and charging stations. In addition to these, Heil offers Sourcewell members completed and ready to go factory RCV inventory with equipment available for immediate delivery. We are also able to offer access to the Heil products through rental programs to fulfill equipment needs of Sourcewell members. Our Heil Dealers also have access to demonstration units if the member would prefer to see a unit prior to making a purchase. All these combined make Heil unique in the marketplace with multiple solutions to serve Sourcewell members throughout the US and Canada.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
73	Do your warranties cover all products, parts, and labor?	The initial 1-year standard warranty coverage includes parts and labor for 12 months or 2000 hours. In addition to the 1-year standard warranty, there are also various extended warranty packages that may be purchased depending on the needs of the individual member.
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Heil® Certified OEM Parts are the most reliable replacement parts for Heil® refuse trucks. These parts are made following the exact specifications and production processes on the same assembly lines as the parts originally installed on the vehicles. This means they fit perfectly every time. Heil® uses only the highest-quality materials for parts that last, therefore, OEM parts must be used to continue warranty coverage. Heil does not assume any liability for warranty considerations due to any improper use, operation beyond rated equipment/component capacity, substitution of parts that are not Heil-approved, or any alteration or repair by others in such a manner that affects the product operation or integrity.
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Although we do not cover the expense of travel time and mileage for warranty repairs, the Heil Warranty Request Order Form (referred to as the WRO Form) is used to request approval for policy adjustment of warranty coverage requesting unusual or non-standard repair(s) and exceptions such as these may be considered.
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Heil is fully prepared and capable of servicing all Sourcewell member geographic areas and market segments under this contract in the United States and Canada. The first level of service would be through the Authorized Heil Dealer network, and if required, the Field Service team within our Heil Technical Support Group.
77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes. Heil pays warrantable claims for items and parts that are included in this proposal and then we work internally with our suppliers toward recovery where applicable. Some parts, such as some cylinders, may come with a manufacturer's warranty that is separate from the Heil warranty and those may require involvement with the OEM that manufactured the part. These are generally handled through the Heil Dealer as well.
78	What are your proposed exchange and return programs and policies?	OEM parts purchased from the Heil Dealer through Parts Central can sometimes be considered for return or exchange depending on certain criteria, such as being a current production part, and are evaluated on a case-by-case basis. Cylinders, when applicable, ship back to cylinder OEM for evaluation. Non-cylinder claims may require return to Heil and is determined through the warranty and repair process.
79	Describe any service contract options for the items included in your proposal.	Each dealer in our extensive network establishes the pricing for and manages service contracts on a localized basis for our customers based on their individual needs.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - Pricing Appendices.zip - Tuesday October 17, 2023 10:12:17
 - [Financial Strength and Stability](#) - Appendix A - 2022 Dover Annual Report final.pdf - Tuesday October 17, 2023 10:12:30
 - [Marketing Plan/Samples](#) - Product Appendices.zip - Tuesday October 17, 2023 10:12:48
 - WMBE/MBE/SBE or Related Certificates (optional)
 - Warranty Information (optional)
 - Standard Transaction Document Samples (optional)
 - [Requested Exceptions](#) - RFP_110223_Refuse_Vehicles_Contract_Heil - 2023-10-13.docx - Tuesday October 17, 2023 10:13:38
 - [Upload Additional Document](#) - Additional Documents.zip - Tuesday October 17, 2023 10:14:00

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Burgess Lane, Director, Ready Truck, The Heil Co.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☐ Yes ☒ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		



December 7, 2025

To the Warrenton City Commission:

The purpose of this letter is to provide written nominations for the commission's consideration for appointment to respective city boards.

Parks: (6 Applicants)

I was able to interview Shane Hall, Jason Lambert, Dacei deVos, and Andres Cruz. David Rubens was not eligible to be on the board as he lives out of state and Matt Ahearn withdrew his application. Andres is new to the community and unfortunately is not likely able to serve on the board due to the timing of the meetings. Dacei also has a potential schedule conflict.

As a result, the remaining available persons are: Jason Lambert and Shane Hall. In interviewing them, they are very different candidates with different perspectives—but both are supportive and eager to assist our parks.

- Jason Lambert for Position No. 1
 - Term commencing immediately and ending December 31, 2027
- Bert Little for Position No. 4
 - Term commencing January 1, 2026 and ending December 31, 2028
- Shane Hall for Position No. 5
 - Term commencing immediately and ending December 31, 2026

Recommended Motion

"I move to appoint Jason Lambert to Position No. 1, Bert Little to Position No. 4, and Shane Hall to Position No. 5 on the Warrenton Parks Advisory Committee and setting their respective terms of office as provided in their nomination letter."

Alternate Motion:

"I move to table the nomination(s) for the Warrenton Parks Advisory Committee indefinitely and direct the Mayor to submit a different nominee(s)."

Warrenton Marinas Advisory Committee: (1 Applicant)

Russ owns the Ruby Sea, a longstanding local commercial and charter fishing boat based in Warrenton.

- Russ Leavit for Position No. 1
 - Term commencing January 1, 2026 and ending December 31, 2027.

Recommended Motion

"I move to appoint Russ Leavit for Position 1, and setting his term of office as provided.

Alternate Motion:

"I move to table the nomination for the Marinas Committee indefinitely and direct the Mayor to submit a different nominee."

Warrenton Community Library Board: (2 Applicants)

Meredith Lehman also applied for this board, however in keeping with standard practice-Karyn Grass is a current member in good standing on the board, and I see no reason to change the board makeup at this time.

- Karyn Grass for Position No. 5
 - Term commencing January 1, 2026 and ending December 31, 2028.

Recommended Motion

"I move to reappoint Karyn Grass for Position 5, and setting her term of office as provided.

Alternate Motion:

"I move to table the nomination for the Community Library Board indefinitely and direct the Mayor to submit a different nominee."

Sincerely,



Henry A. Balensifer III
Mayor



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Esther Moberg, City Manager
Subject: Requesting authorization to apply for Housing Infrastructure Grant

Summary:

The City is applying for a Housing Infrastructure Grant through Business Oregon. Typically we request approval after the grant has been approved, this grant requires authorization up front and the Mayor's signature on the application. We are requesting \$2 million from the Housing Infrastructure Grant for our new wastewater treatment plant as well as a pump station on site of the apartment housing (fort point) development. Requesting approval to apply for this grant. My apologies for the late notice, the grant application is due next week and I did not realize the Mayor would be required to sign and the highest authorized agent would need to show in the application approval by submitting minutes of the commission.

Recommendation/Suggested Motion:

I move to authorize the City Manager to apply for Business Oregon's Housing Infrastructure Support grant, authorizing the Mayor to sign the City of Warrenton's grant application and if awarded, to accept and administer the grant.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

If the grant is received this will be a two million dollar grant toward our wastewater treatment plant.

Attachments:

Approved by City Manager: _____



City Commission Agenda Memo

Meeting Date: December 9, 2025
From: Esther Moberg, City Manager
Subject: Requesting authorization to apply for Clean Water Revolving Loan Fund in the amount of \$3.9 million

Summary:

The City is requesting approval to apply for a Clean Water Revolving Fund Loan through Business Oregon for the new wastewater treatment plant. The deadline to apply for this round is next week. The intent is to apply for the maximum low interest loan the city can get (according to our City Charter) for our new wastewater treatment plant based on total allowed city debt.

It may take up to 6 months for approval of this loan to occur and we do not have to take all unless needed. We were holding off on applying for this loan previously until we saw if we received any grants in 2024-2025, which we have not yet received.

A portion of this debt will be forgivable as much as a maximum amount of between \$250,000-500,000 if all conditions of construction are met (terms will be set by Business Oregon upon award of the loan).

Recommendation/Suggested Motion:

I move to authorize the City Manager to apply for Business Oregon's Clean Water Revolving Fund Loan, authorizing the Mayor if needed to sign the City of Warrenton's loan application and if awarded, to allow the City Manager to accept and administer the loan.

Alternative:

Other action as deemed appropriate by the City Commission

OR

None recommended

Fiscal Impact:

If the grant is received this will be a two million dollar grant toward our wastewater treatment plant.

Attachments:

Approved by City Manager: _____