



AGENDA

CITY COMMISSION OF THE CITY OF WARRENTON REGULAR MEETING

February 22, 2022 – 6:00 P.M.

Warrenton City Commission Chambers – 225 South Main Avenue
Warrenton, OR 97146

Public Meetings will be conducted in the Commission Chambers with a limited seating arrangement. To adhere to social distancing recommendations, meetings will now also be audio and video live streamed. Go to <https://www.ci.warrenton.or.us/administration/page/live-stream-public-meetings> for connection instructions.

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **CONSENT CALENDAR**

- A. City Commission Meeting Minutes – 1.25.22
- B. Joint Work Session Minutes – 1.18.22
- C. Marina Advisory Board Meeting Minutes – 11.15.21
- D. Monthly Finance Report - December 2021
- E. City Recorder's Office Quarterly Report – Oct. – Dec. 2021
- F. Building Department Quarterly Report – Oct. – Dec. 2021
- G. Marinas Department Quarterly Report – Oct. – Dec. 2021
- H. Police Department Monthly Report – January 2022

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

4. **COMMISSIONER REPORTS**

5. **PUBLIC COMMENT**

At this time, anyone wishing to address the City Commission concerning items of interest may do so. The person addressing the Commission must complete a Public Comment Card and submit it to the City Recorder prior to the meeting. All remarks will be addressed to the whole City Commission and limited to 3 minutes per person. Public Comments may also be submitted by email to the City Recorder, at cityrecorder@ci.warrenton.or.us, no later than

5:00 p.m. the day of the meeting. The Commission reserves the right to delay any action, if required, until such time as they are fully informed on a matter.

6. PUBLIC HEARINGS

A. Consideration of Sale of City Real Property

7. BUSINESS ITEMS

A. Consideration of Resolution No. 2621; Adoption of 2022 City Commission Goals

B. Consideration of Leased Property – Skipanon Marine and RV

C. Consideration of Resolution No. 2613; Building Permit Fee Modifications

D. Consideration of False Alarm Fee Amendments; Resolution No. 2620 and Ordinance No. 1256

E. Consideration of Vacuum Trailer Purchase

F. Consideration of Development Agreement – Trillium House Apartments

G. Consideration of FEMA Grants – Fire Department

H. Consideration of FEMA SAFER Grant – Fire Department

8. DISCUSSION ITEMS

A. Fire Department Equipment Levy

9. GOOD OF THE ORDER

10. EXECUTIVE SESSION

11. ADJOURNMENT

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

MINUTES
 Warrenton City Commission
 January 25, 2022
 6:00 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

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

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

Excused: Mark Baldwin

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Public Works Operations Manager Kyle Sharpsteen, Police Chief Mathew Workman, and City Recorder Dawne Shaw

Mayor Balensifer stated item 8.B will be removed and postponed. Item 3.E will be separated but will still be considered under the consent calendar for approval.

CONSENT CALENDAR

- A. City Commission Meeting Minutes – 1.11.22
- B. City Commission Work Session Minutes – 1.11.22
- C. Police Department Monthly Report – November 2021
- D. Police Department Monthly Report – December 2021
- E. Police Department 2021 Statistics Review

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

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye

Police Chief Mathew Workman reviewed the 2021 Statistics Review. Commissioner Newton asked about the next drug drop off. Chief Workman noted it is usually in April and October. Discussion followed about the statistics. There was brief discussion about Popeye's and the effects of the decriminalized drug law.

COMMISSIONER REPORTS

Mayor Balensifer noted the CEDR board meeting revolved around housing issues.

PUBLIC COMMENT

Jim Ray of Hammond noted poor pavement conditions from the 4-way stop down to King Street and requested it be repaved. It was noted that is owned by ODOT, but the City can prod them.

PUBLIC HEARINGS – None

BUSINESS ITEMS

Mayor Balensifer noted Resolution 2619 material was reviewed at the last meeting.

Commissioner Poe made the motion to adopt Resolution No. 2619; a Resolution Adopting Standards, Criteria, and Policy Directives for Hiring a City Manager for the City of Warrenton and repealing all Resolutions in Conflict. Motion was seconded and passed unanimously.

Newton – aye; Dyer – aye; Poe – aye; Balensifer – aye

DISCUSSION ITEMS

Public Works Director Collin Stelzig discussed an estimate from Pacific Power for \$21,000 for 12 new lights on the north side of E Harbor Drive. They will continue to work with Pacific Power and ODOT to move forward. Discussion continued. Commissioner Dyer would like a crosswalk with bright lights like in Astoria. Discussion continued.

GOOD OF THE ORDER

Commissioner Newton displayed a historical piece he recently discovered that will go to the Warrenton Museum. He discussed Homeless Task Force, Spruce Up Warrenton, and Oregon Rental Housing meetings and the Library After Dark event. He also noted other updates.

Commissioner Dyer noted his family went through COVID and thinks we will be on the good side of it soon. He appreciates the well wishes he received.

Mayor Balensifer noted the Marinas Advisory Committee chair to invited the Commission to attend a “walk the docks” January 31. It will be noticed a quorum may be present.

Ms. Engbretson noted the annual Commission goal-setting meeting will be February 5.

At 6:33 p.m. Mayor Balensifer recessed the regular meeting and announced the Commission will now meet in executive session under the authority of ORS 192.660(2)(e); *to conduct deliberations with persons designated by the governing body to negotiate real property transactions.*

There being no further business, Mayor Balensifer adjourned the regular meeting at 6:52 p.m.

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

MINUTES

Warrenton City Commission

Regular Meeting – 1.25.22

Page: 2

APPROVED:

Henry A. Balensifer III, Mayor

ATTEST:

Dawne Shaw, CMC, City Recorder

DRAFT

MINUTES
 Warrenton City Commission
 Planning Commission
 Joint Work Session – January 18, 2022
 5:30 p.m.
 Warrenton City Hall - Commission Chambers
 225 S. Main
 Warrenton, OR 97146

Mayor Balensifer called the meeting to order at 5:32 p.m.

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

Planning Commissioners Present: Chair Paul Mitchell, Kevin Swanson (Zoom), Christine Bridgens, Chris Hayward (Zoom), Mike Moha (Zoom), Ken Yuill, and Lylla Gaebel (Zoom)

Staff Present: City Manager Linda Engbretson, Public Works Director Collin Stelzig, Planning Director Scott Hazelton and Deputy City Recorder Rebecca Sprengeler

DISCUSSION ITEMS

Planning Director Scott Hazelton gave a presentation and outlined the time-consuming process of development code violation enforcement. He suggested amending the code process or hiring a code enforcement officer because of the current burden on staff time. City Manager Linda Engbretson suggested amending the code to give staff authority to address these violations at an earlier stage in the process. Mayor Balensifer clarified the request is to amend the code to allow staff to cite development code violations instead of having to wait a month to go through the current process. It was clarified that amending the code would reduce the staff time required for development code violations. There was concern about ensuring due process. Brief discussion followed about building code violations and stop work orders. Discussion continued. Mayor Balensifer feels neighbors are owed quick remediation of violations. Ms. Engbretson suggested faster remediation for some code violations like signs and longer due process for others. Discussion continued about drafting a policy. It was suggested a code enforcement officer be under contract and funded through application fees. It was also noted a lot still needs to be worked out. Mayor Balensifer discussed nuisance violation properties and suggested expediting clear cut hoarding cases, while other complaints should have more discretion with the Commission. He would like to expedite staff time and hear from the Planning Commission on priorities for addressing quality of life in the City. **There were no objections to staff developing a proposed framework for what they intend to keep under the Planning Commission's purview for development code violations and include examples.** Chair Mitchell agreed code enforcement is needed and wants continuity. Discussion followed about prioritizing enforcement consistently.

Mr. Hazelton gave a brief presentation on variances and setbacks, noting this item is application-driven. He feels variances should be difficult to obtain and outlined the criteria listed in the code. He described recent variance applications to enlarge existing residential structures into the setbacks; he stated these applications do not fit the criteria and discussed the reason related to hardships. He asked if favor should be given to the applicant for Class I variances or if staff should research altering setbacks from 10 feet to 8 feet with consideration of access for emergency services and utilities. Mayor Balensifer asked if shortening setbacks has been injurious to potential need for infrastructure. Public Works Director Collin Stelzig discussed access to utilities and drainage in setbacks noting access is typically need to the backyard, not the side yard. He stated side yard setbacks do not typically cause an issue. Mr. Hazelton noted recent applications have been for both rear and side yard setbacks. Commissioner Swanson would like to have a public comment period or notice to affected property owners. Commissioner Gaebel noted concern about flooding from owners building on all of their property. Commissioner Dyer suggested building be allowed on a case-by-case basis regarding flooding and low-lying properties. It was noted variances are often applied for because people do not do enough research before purchasing property or because applicants know they do not qualify for a variance but apply anyways. Ms. Engbretson feels applications to expand into the setbacks for a larger home or garage should be denied because they do not meet the hardship criteria. She stated this is the question and asked if they should consider reducing setbacks. Discussion followed about fire safety access and requiring sprinklers on a case-by-case basis. Mayor Balensifer suggested encroachments of a couple feet, be reviewed administratively, sent to Fire and Public Works, and their comments become requirements for approval. Discussion continued about sprinklers for new additions on a case-by-case basis. Commissioner Baldwin would like Planning, Public Works, and Fire to work together and only move forward if in agreement. Brief discussion followed about required notices. Commissioner Newton would like a generic list for people to know what a Class I or Class II variance is. Chair Mitchell feels the setbacks should be less restrictive due to a lack of buildable land and housing. Brief discussion followed about new setback legislation. Mr. Hazelton noted the code will need to be updated regarding ADU's and setbacks. Mayor Balensifer discussed concerns about access on narrow streets if setbacks are decreased. He also noted concern about obstructing drainage ditches and would like public comment for neighbors. Discussion followed about injury to other properties. Ms. Engbretson noted the issue is these are not hardships and suggested simplifying the process to determine what needs to go to the Planning Commission on a case-by-case basis. Mayor Balensifer noted there are different setbacks in each zone; he feels it makes sense to have the setbacks match "as built" zoning regardless of actual zoning and explained. Commissioner Baldwin discussed zoning and parking issues near SW Cedar Dr. Mayor Balensifer stated he thinks variances should exist, he thinks they could look at the setback change or look at what a variance process would look like. He is concerned there could be unintended consequences to making changes and there needs to be more consideration. Ms. Engbretson asked if setback variances should continue to be brought forward on a case-by-case basis or at the strict interpretation of the next planner. Commissioner Newton does not like the "hardship" term, noting people that purchased the wrong piece of property and then apply for a variance. There was brief discussion about the appeal process for variance decisions. There was question about what is considered a hardship. Mr. Hazelton discussed government action that cause change in property lines. Discussion continued about hardships. Mayor Balensifer asked if they want to look at reducing setbacks or if

MINUTES

Warrenton City Commission & Planning Commission

Joint Work Session – 1.18.22

Page: 2

they should allow variances for setbacks. Discussion continued about hardships. Mayor Balensifer asked if they should allow setback changes or not. Mitchell – Yes allow setback changes; Yuill – Yes look into setback changes; Baldwin – Yes; Bridgens – No; Newton – Yes he would like to look at it; Hayward – Depends on the area and would need public input; Gaebel – Yes; Dyer – Yes and the neighbors should be part of the discussion; Swanson – Yes on a case-by-case basis; Poe – Yes in favor of reviewing setback variances; Moha – Yes we should take a look. **Mayor Balensifer noted the general consensus was in support of a proposal for setbacks and/or variances for setbacks.** Commissioner Bridgens noted she was not in favor because of public safety, noting lack of police officers. Mayor Balensifer concurred.

Mr. Stelzig explained he would like feedback about how the grading, excavation, and erosion control codes are working for the City and what could be changed. He reviewed WMC 16.152 possible changes to WMC 16.152 Grading, Excavating, and Erosion Control Plans and sections about stormwater. He also reviewed a handout on proposed grading code changes. He noted staff-level conversation about removing some items from “Exempted Work.” He noted the Building Official can require material to be removed. He noted staff has discussed lowering the cubic yard designation that requires an engineer. He reviewed provisions for professional inspection of grading. He noted bonds can be required for grading projects and further noted requirements for storm drainage. He also noted the option to require as-built plans prepared by a civil engineer. He continued reviewing the existing WMC (handout B). He noted recent flooding and suggested looking at this for anything below 14 ft. He reviewed a handout on proposed grading code updates. He noted they reached out to an engineering firm that will interview 10-12 community members to discuss the current the code; this will be completed next week.

Mayor Balensifer noted the fill examples on handout “C.” He explained the City Commission previously discussed a variance process for exempting stormwater reports for properties with no know issues, that are straightforward, and have no known concerns. He stated the majority of the City is low and the majority of the “easy” properties have been built. Commissioner Yuill discussed issues of flooding from new development fill. He noted issues when filling to FEMA regulations and noted the Crites amendment situation. He noted the issue is whether they allow fill on lots with existing drainage issues, that then become higher than surrounding lots. Mr. Stelzig agreed and explained they are trying to address two questions: Is the system capable of providing drainage when drainage is available? He noted the stormwater pumps are not large enough and because of this, there is question where the rest of the water can go. He noted pilings could be one solution to address the issue. He wants to make it clear to developers that the two issues are making sure the pipe systems are large enough and by filling properties, are there impacts to adjacent properties. Commissioner Yuill noted Miles Crossing has been building above the flood plain with garages on the bottom. Mayor Balensifer feels in regard to hardships that just because someone cannot build their dream home does not mean they cannot build a home. Chair Mitchell feels bonds should be a requirement. Mayor Balensifer feels they should not distinguish differences between surcharge, fill, and stockpile. His concern is ensuring neighbors are protected. He explained current issues with surcharge being left for long periods. It was noted that any WMC changes would go before the Planning Commission then to the City Commission. **Mayor Balensifer stated there were no objections to the proposed framework.**

MINUTES

Warrenton City Commission & Planning Commission

Joint Work Session – 1.18.22

Page: 3

Mayor Balensifer discussed the current code and the need to prioritize and budget for a code audit to meet state regulations and check references throughout. Comments of support were made by several commissioners. Ms. Engbretson explained timeline and funding must be considered. Brief discussion followed. Mayor Balensifer suggested Public Works pay for a portion. Mr. Stelzig agreed a code audit is needed and Public Works has parts of the code that would make them part of the cost. It was noted streamlining the code would reduce staff time. **There were no objects/unanimous support for a code audit.**

Mayor Balensifer discussed the need for a planner, planning tech, or code enforcement officer. He suggested spreading the cost of a code enforcement officer across key departments. Ms. Engbretson agreed this is something staff wants to look at, but several departments including Police and Fire are in the general fund. She noted they are looking at pulling from Building and Public Works. Mayor Balensifer discussed a Community Development Director versus a planner's duties. He compared Warrenton's planning services and growth to Astoria's and noted concern about identifying funds to provide a greater level of service in the future. Ms. Engbretson explained it is a matter of priorities; there is only so much money in the general fund. She further noted at one time there was a Planning Director and Planner, but a previous commission eliminated the extra position from the budget. There was brief discussion about past position changes. Discussion followed about Warrenton's low tax base. Commissioner Newton commented on Astoria's tax base compared to Warrenton's; it is cheaper to live in Warrenton, but people expect the same level of services. Chair Mitchell also commented that Warrenton is more affordable to live in. He noted concern going into budget season, that they stay focused on looking outside the box for recreating the budget; he feels the priority should be on things that will create revenue for the City. Ms. Engbretson noted restrictions around certain funds. Commissioner Newton commented on property taxes in Oregon. Mayor Balensifer asked if they think they need another planner and made comments in support of the additional position. Discussion followed about identifying new revenue sources.

Ms. Engbretson discussed staffing needs in the Planning Department. Planning staff have indicated they are busy with development and do not have time for long-range planning. Ms. Engbretson explained Mr. Hazelton will continue working on a contract basis. She recommended budgeting for two full time positions or to try a planning tech position and consult out the long-range projects. She feels the next City Manager should make these decisions. She also noted staff will be proposing fee increases. Mayor Balensifer explained why he does not like SDC fees. Discussion continued about out of the box revenue sources. Discussion followed about whether to hire the next Planning Director before or after the next City Manager.

OTHER

Chair Mitchell requested meeting procedure training for the Planning Commission. Mayor Balensifer noted he would be happy to go over meeting police with the chairs and welcomed other members to attend; a date needs to be determined. Brief discussion followed. Ms. Engbretson noted they will look at other training opportunities. Mayor Balensifer suggested the Planning Commission forward any questions they have in writing to the City Commission.

MINUTES

There being no further business, Mayor Balensifer adjourned the joint meeting at 7:42 p.m.

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

APPROVED:

ATTEST:

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

DRAFT

MINUTES
Marina Advisory Board
November 15, 2021
Warrenton Marina Office – Conference Room
501 NE Harbor PL
Warrenton, OR 97146

Chairperson Pam Ackley called the meeting to order at 2:02 p.m.

Marina Advisory Board Members Present: Chairperson Pam Ackley, Lylla Gaebel, Kevin Dunn, Mike Balensifer

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

CONSENT CALENDAR

Meeting minutes from 9.20.2021 were presented by staff.

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

DISCUSSION

Committee continued the discussion on having vendors in the Warrenton and Hammond Marina. Jane Sweet shared that the marinas need to be rezoned to allow for food vendors and she is working on having that done. Staff shared Astoria Sunday Market rates for a comparison. Committee would like to revisit a plan for future vendors at both marinas after the marinas are rezoned.

Chairperson Pam Ackley shared about her meeting with Betsey a field rep from Senator Jeff Merkley's office. Pam & Mayor Henry Balensifer gave Betsey a tour of our town and the marinas. They discussed how much potential the Hammond Marina has and that with an new recreational pier it would be a great attraction to the area. Betsey also suggested if we couldn't get enough funds for sheet pile to use concrete to save money. Discussed that it would be great to get all the trail's connected all the way to Fort Stevens and to have a boardwalk around the marina.

Committee discussed they would like to level out dredge spoil area to have additional camping and parking. The marina had a very successful year limiting the camping and it did make it easier to manage with the marinas small staff so a little nervous to expand and not have the staff to manage the area, possibly model after Salmon Harbor's campground.

Jane shared that both Marinas are eligible to apply for an Oregon Marina Board Grant, she would have to apply by December 10, 2021. Committee was very much in support of this and discussed their top priorities for the grant application. The committee recommend Jane apply for one grant for the Hammond Marina for lights and to level the dredge spoil area and one for the Warrenton Marina to resurface and improve the parking lot areas.

The committee discussed looking into other grants and that if possible, to try to get a grant for the life rings that are needed in both basins but if not have the life rings be a top priority going into budget time. Committee discussed looking into Oregon Tourism grants for a new master plan for both marinas to get a better sense of direction for the marinas.

Next meeting set for December 13, 2021 at 2pm at the Warrenton Marina Office.

There being no further business for this meeting, Chairperson Pam Ackley adjourned the meeting at 3:46 p.m.

Respectfully prepared and submitted by Jessica McDonald, Marina Office Assistant

Signature: *Pam Ackley*
Pam Ackley (Jan 26, 2022 13:09 PST)

Email: pamackley@windermere.com

Signature: *Jane Sweet*
Jane Sweet (Jan 27, 2022 07:07 PST)

Email: jsweet@ci.warrenton.or.us

ATTEST:

Jane Sweet

Jane Sweet, Harbormaster

APPROVED:

Pam Ackley

Pam Ackley, Marina Advisory Board Chairperson









Marina Advisory Committee Agenda 11.15.2021

Final Audit Report

2022-01-27

| | |
|-----------------|---|
| Created: | 2022-01-26 |
| By: | jessica mcdonald (jmcdonald@ci.warrenton.or.us) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAABrJsR9tbY3mkGBJqDggT8SSnF1MCaDuV |

"Marina Advisory Committee Agenda 11.15.2021" History

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Volume 15, Issue 6

Monthly Finance Report
December 2021

February 8, 2022

Economic Indicators

| | Current | 1 year ago |
|-----------------------|------------|------------|
| ◆ Interest Rates: | | |
| LGIP : | .45% | .75% |
| Prime Rate: | 3.25% | 3.25% |
| ◆ CPI-U change: | 7.0% | 1.4% |
| ◆ Unemployment Rates: | | |
| Clatsop County: | not avail. | 7.2% |
| Oregon: | 4.1% | 6.3% |
| U.S.: | 3.9% | 6.7% |

Department Statistics

| | |
|------------------------------|-------|
| ◆ Utility Bills mailed | 3,359 |
| ◆ New Service Connections | 0 |
| ◆ Reminder Letters | 448 |
| ◆ Door Hangers | 105 |
| ◆ Water Service Discontinued | 9 |
| ◆ Counter payments | 481 |
| ◆ Mail payments | 1,140 |
| ◆ Auto Pay Customers/pmts | 709 |
| ◆ Online (Web) payments | 1,144 |
| ◆ Checks issued | 304 |

Current and Pending Projects

- ◆ ARPA Funding (first report due April 30, 2022)
- ◆ Urban Renewal Annual Report (published before March 1, 2022)
- ◆ 2023-2028 Capital Improvement Program (Work session April 12, 2022)
- ◆ 2022-2023 Budget Preparation (Budget Committee Meeting May 14, 2022)
- ◆

Financial Narrative as of December 31, 2021

Note: Revenues and expenses should track at 6/12 or 50% of the budget.

General Fund: Year to date revenues amount to \$2,804,277, which is 61.4% of the budget, compared to the prior year amount of \$2,534,930, which was 57.3% of the budget and are up by \$269,347. Increases are shown in current property tax, city franchise fees, transient room taxes, municipal court, planning fees, police charges, fire charges, park charges, miscellaneous, interest and leases and are offset by decreases in prior year property tax, franchise fees, state revenue sharing, and grants.

Expenses year to date amount to \$2,343,346, which is 46% of the budget, compared to the prior year amount of \$2,074,059, which was 44% of the budget. All departments are tracking at or under budget with the exception of Admin/Commission/Finance which has one-time expenses due at the first of the fiscal year. The Fire Department is tracking slightly over budget due to a retirement vacation payout.

WBL: Business license revenue amounts to \$59,770, compared to \$57,185 at this time last year, a difference of \$2,585. Year to date licenses issued is 678 compared to 640 at this time last year.

Building Department: Permit revenues this month amount to \$4,962 and \$91,838 year to date, which is 28.1% of the budgeted amount. Last year to date permit reve-

nue was \$155,307, 33% of the budget.

State Tax Street: State gas taxes received this month amount to \$29,243 fuel sold in November and \$174,332 year to date. City fuels taxes received this month amount to \$26,859 for fuel sold in October and are \$128,424 year to date. Total gas taxes received year to date are \$302,756 compared to \$283,477 at this time last year.

Warrenton Marina: Total revenues to date are \$597,797, 94.2% of the budgeted amount, compared to the prior year amount of \$502,308, which was 87.9% of the budgeted amount. There is \$29,032 in moorage receivables outstanding.

Hammond Marina: Total revenues to date are \$404,598, 115.1% of the budgeted amount, compared to the prior year amount of \$310,002, which was 132.8% of the budgeted amount. There is \$4,285 in moorage receivables outstanding.

Of the total outstanding receivables:

\$6,672 (20%) is current,

\$9,097 (27.3%) is 30-60 days past due,

\$1,695 (5.1%) is 60-90 days past due and

\$15,853 (47.6%) is over 90 days past due.

Water Fund: Utility fees charged this month are \$170,649 and \$89,228, and \$1,374,774 and \$909,589 year to date

for in-city and out-city respectively and totals \$2,284,363 and is 59.9% of the budget. Last year at this time, year to date fees were \$1,372,402 and \$892,307, for in-city and out-city, respectively and totaled \$2,264,709.

Sewer Fund: Utility fees charged this month are \$204,757 and \$1,305,315 year to date, which is 53.4% of the budget. Last year at this time, year to date fees were \$1,247,620. Shoreline Sanitary fees year to date are \$67,741. Total revenues year to date are \$1,405,809 compared to \$1,471,756 at this time last year. The reduction of \$65,947 is mostly due to the closure of the septage receiving station, connection charges and reduced interest earnings.

Storm Sewer: Utility fees (20% of sewer fees) this month are \$40,928 and \$261,038 year to date and is 53.4% of the budget. Last year to date revenues were \$254,914 which was 58.2% of the budget.

Sanitation Fund: Service fees charged this month for garbage and recycling were \$84,235 and \$17,640, and \$521,279 and \$105,365, year to date, and are 54.5% and 51.7% of the budget respectively.

Community Center Fund: Rental revenue year to date is \$8,648 and is 66.5% of the budget. Last year to date revenue was \$4,602, which was 35.4% of the budget. The annual Breakfast with Santa event was very successful and brought in \$3,262 for the Center.

Financial data as of December, 2021

| | General Fund | | | | |
|------------------------|---------------|--------------|-----------|-------------|----------------------------------|
| | Current Month | Year to Date | Budget | % of Budget | |
| Beginning Fund Balance | 2,209,733 | 1,467,390 | 875,000 | 167.70 | |
| Plus: Revenues | 265,515 | 2,804,277 | 4,569,509 | 61.37 | (see details of revenue, page 4) |
| Less: Expenditures | | | | | |
| Municipal Court | 7,223 | 71,900 | 187,431 | 38.36 | |
| Admin/Comm/Fin(ACF) | 133,807 | 663,918 | 1,223,114 | 54.28 | |
| Planning | 31,027 | 109,633 | 287,914 | 38.08 | |
| Police | 194,701 | 953,895 | 2,098,395 | 45.46 | |
| Fire | 169,895 | 480,401 | 944,476 | 50.86 | |
| Parks | 10,274 | 63,599 | 186,654 | 34.07 | |
| Transfers | - | - | 170,778 | - | |
| Total Expenditures | 546,927 | 2,343,346 | 5,098,762 | 45.96 | |
| Ending Fund Balance | 1,928,321 | 1,928,321 | 345,747 | 557.73 | |

| | WBL | | | | |
|------------------------|---------------|--------------|--------|-------------|--|
| | Current Month | Year to Date | Budget | % of Budget | |
| Beginning Fund Balance | 81,847 | 53,439 | 40,000 | 133.60 | |
| Plus: Revenues | 499 | 59,961 | 59,500 | 100.77 | |
| Less: Expenditures | 1,164 | 32,218 | 77,091 | 41.79 | |
| Ending Fund Balance | 81,182 | 81,182 | 22,409 | 362.27 | |

| | Building Department | | | | |
|------------------------|---------------------|--------------|---------|-------------|--|
| | Current Month | Year to Date | Budget | % of Budget | |
| Beginning Fund Balance | 767,793 | 847,148 | 840,000 | 100.85 | |
| Plus: Revenues | 5,242 | 94,488 | 332,361 | 28.43 | |
| Less: Expenditures | 26,848 | 195,449 | 491,145 | 39.79 | |
| Ending Fund Balance | 746,187 | 746,187 | 681,216 | 109.54 | |

| | State Tax Street | | | | |
|------------------------|------------------|--------------|-----------|-------------|--|
| | Current Month | Year to Date | Budget | % of Budget | |
| Beginning Fund Balance | 2,476,337 | 2,608,279 | 1,900,000 | 137.28 | |
| Plus: Revenues | 57,364 | 390,379 | 1,380,063 | 28.29 | |
| Less: Expenditures | 37,021 | 501,978 | 2,983,459 | 16.83 | |
| Ending Fund Balance | 2,496,680 | 2,496,680 | 296,604 | 841.76 | |

| | Warrenton Marina | | | | |
|------------------------|------------------|--------------|---------|-------------|--|
| | Current Month | Year to Date | Budget | % of Budget | |
| Beginning Fund Balance | 603,792 | 266,345 | 265,000 | 100.51 | |
| Plus: Revenues | 20,537 | 597,797 | 634,538 | 94.21 | |
| Less: Expenditures | 48,046 | 287,859 | 741,644 | 38.81 | |
| Ending Fund Balance | 576,283 | 576,283 | 157,894 | 364.98 | |

Financial data as of December 2021, continued

| | Hammond Marina | | | | Water Fund | | | |
|------------------------|----------------|----------------|----------------|---------------|------------------|------------------|----------------|---------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 458,906 | 239,353 | 250,000 | 95.74 | 4,697,671 | 3,336,675 | 2,900,000 | 115.06 |
| Plus: Revenues | 3,934 | 404,598 | 351,548 | 115.09 | 269,643 | 2,369,578 | 6,492,447 | 36.50 |
| Less: Expenditures | 24,894 | 206,005 | 483,652 | 42.59 | 843,096 | 1,582,035 | 8,425,702 | 18.78 |
| Ending Fund Balance | <u>437,946</u> | <u>437,946</u> | <u>117,896</u> | <u>371.47</u> | <u>4,124,218</u> | <u>4,124,218</u> | <u>966,745</u> | <u>426.61</u> |

| | Sewer Fund | | | | Storm Sewer | | | |
|------------------------|------------------|------------------|----------------|---------------|------------------|------------------|----------------|---------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 3,582,861 | 3,110,780 | 3,000,000 | 103.69 | 1,504,200 | 1,473,868 | 1,300,000 | 113.37 |
| Plus: Revenues | 220,624 | 1,405,809 | 2,753,900 | 51.05 | 41,843 | 265,758 | 495,220 | 53.66 |
| Less: Expenditures | 227,372 | 940,476 | 4,908,806 | 19.16 | 10,997 | 204,580 | 1,182,221 | 17.30 |
| Ending Fund Balance | <u>3,576,113</u> | <u>3,576,113</u> | <u>845,094</u> | <u>423.16</u> | <u>1,535,046</u> | <u>1,535,046</u> | <u>612,999</u> | <u>250.42</u> |

| | Sanitation Fund | | | | Community Center | | | |
|------------------------|-----------------|----------------|----------------|---------------|------------------|---------------|--------------|---------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 509,802 | 450,351 | 425,000 | 105.96 | 18,853 | 16,757 | 15,000 | 111.71 |
| Plus: Revenues | 102,207 | 629,886 | 1,165,092 | 54.06 | 3,355 | 12,574 | 16,600 | 75.75 |
| Less: Expenditures | 63,112 | 531,340 | 1,331,479 | 39.91 | 2,126 | 9,249 | 24,771 | 37.34 |
| Ending Fund Balance | <u>548,897</u> | <u>548,897</u> | <u>258,613</u> | <u>212.25</u> | <u>20,082</u> | <u>20,082</u> | <u>6,829</u> | <u>294.07</u> |

| | Library | | | | Warrenton Urban Renewal Agency Capital Projects Fund | | | |
|------------------------|----------------|----------------|----------------|---------------|---|---------------|-----------|-------------|
| | Current Month | Year to Date | Budget | % of Budget | Current Month | Year to Date | Budget | % of Budget |
| Beginning Fund Balance | 275,299 | 162,709 | 168,000 | 96.85 | 13,045 | 13,174 | 16,220 | 81.22 |
| Plus: Revenues | 3,729 | 229,753 | 243,503 | 94.35 | 26,610 | 60,605 | 6,181,812 | 0.98 |
| Less: Expenditures | 21,441 | 134,875 | 283,477 | 47.58 | 27,088 | 61,212 | 6,198,032 | 0.99 |
| Ending Fund Balance | <u>257,587</u> | <u>257,587</u> | <u>128,026</u> | <u>201.20</u> | <u>12,567</u> | <u>12,567</u> | <u>-</u> | <u>-</u> |

Financial data as of December 2021, continued

(\$ Cash Balances as of December 31, 2021)

| | | | | | |
|---------------------|-----------|------------------|-----------|------------------|-----------|
| General Fund | 2,356,673 | Warrenton Marina | 557,034 | Storm Sewer | 1,485,224 |
| WBL | 81,122 | Hammond Marina | 438,128 | Sanitation Fund | 440,131 |
| Building Department | 749,053 | Water Fund | 3,657,637 | Community Center | 21,067 |
| State Tax Street | 2,537,592 | Sewer Fund | 3,271,370 | Library | 260,556 |

Warrenton Urban Renewal Agency

| | |
|------------------|-----------|
| Capital Projects | 26,962 |
| Debt Service | 2,913,490 |

| General Fund Revenues | Collection Frequency | Actual as a % of | | | | (over) under budget |
|----------------------------|-------------------------|------------------------|-------------------|--------------------------------------|------------------|---------------------------|
| | | 2021-2022 Budget | Current Budget | Collections/Accruals Year to date | | |
| | | | | Dec 2021 | Dec 2020 | |
| Property taxes-current | AP | 1,171,282 | 97.75 | 1,144,958 | 1,071,046 | 26,324 |
| Property taxes-prior | AP | 35,000 | 35.59 | 12,457 | 24,902 | 22,543 |
| County land sales | A | - | 0.00 | - | - | - |
| Franchise fees | MAQ | 598,000 | 35.77 | 213,880 | 218,264 | 384,120 |
| COW - franchise fees | M | 293,269 | 54.56 | 160,015 | 155,231 | 133,254 |
| Transient room tax | Q | 527,000 | 59.37 | 312,901 | 241,930 | 214,099 |
| Liquor licenses | A | 500 | 0.00 | - | - | 500 |
| State revenue sharing | MQ | 170,653 | 34.01 | 58,032 | 70,045 | 112,621 |
| Municipal court | M | 127,800 | 46.58 | 59,527 | 44,186 | 68,273 |
| Planning Fees | I | 65,500 | 56.67 | 37,119 | 32,165 | 28,381 |
| Police charges | I | 18,000 | 44.89 | 8,080 | 7,289 | 9,920 |
| Fire charges | SM | 106,630 | 0.84 | 900 | - | 105,730 |
| Park charges | I | - | 0.00 | 655 | - | - |
| Miscellaneous | I | 2,000 | 708.30 | 14,166 | 7,707 | (12,166) |
| Interest | M | 8,000 | 47.85 | 3,828 | 3,433 | 4,172 |
| Lease receipts | M | 222,761 | 51.10 | 113,841 | 107,847 | 108,920 |
| Grants | I | - | 0.00 | - | 4,882 | - |
| Sub-total | | 3,346,395 | 63.96 | 2,140,359 | 1,988,927 | 1,206,036 |
| Transfers from other funds | I | - | 0.00 | - | - | - |
| Overhead | M | 1,223,114 | 54.28 | 663,918 | 546,003 | 559,196 |
| Total revenues | | 4,569,509 | 61.37 | 2,804,277 | 2,534,930 | 1,765,232 |

M - monthly

Q - quarterly

SM - Semi-annual in November then monthly

AP - As paid by taxpayer beginning in November

MAQ - Century Link, NW Nat & Charter-quarterly,
all others monthly

S - semi-annual

I - intermittently

MQ - Monthly, cigarette and liquor and Quarterly, revenue sharing

R - renewals due in July and new licenses intermittently

A - annual

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



DEPARTMENT QUARTERLY REPORT

TO: The Warrenton City Commission
FROM: Dawne Shaw, City Recorder
DATE: February 22, 2022
RE: City Recorder's Office Quarterly Report; October - December 2021

Quarter in Brief: In addition to the day-to-day tasks and activities of the City Recorder department, we continue to make progress with the number of records kept in the Content Manager (ORMS) electronic records management system. We have "Train the Trainer" meetings scheduled with the Secretary of State's office, to assist with the onboarding and training of additional departmental staff in the use of this system. This will increase transparency to the public, as well as improve access to various records throughout the different departments. Public Record Requests have increased substantially over the last quarter, as well as over the entire year.

Projects in progress: The installation of new carpet in the chambers has been scheduled. Also in progress is the training and expansion of the Content Manager (ORMS) electronic records system. We are also in the process of improving our Onboarding process for new staff members.

Challenges/Obstacles: With the increase in the number of public record requests, it has been a challenge to manage, along with our many other tasks. We will be looking at software to assist with the tracking and workflow of these requests.

Statistics:

Meetings: 13 Meetings - includes regular City Commission meetings, work sessions, executive sessions, URA meetings, Budget meetings, Planning Commission meetings and

WURAC meetings. (includes preparing agendas, packets, staff reports, press notices, minutes, attendance, etc.)

Public Records Requests: 22 Public Records Requests

New Staff Onboarding: 5 new staff members

Notary Services: 12 Notarizations

This report is not fully inclusive of all activities of the city recorder's office.

| Requestor Name | Date Received | Documents Requested | Date Acknowledged | Date Completed |
|-----------------------------------|---------------|---|-------------------|----------------|
| Rick Newton | 1/4/2022 | recording of 12/14/21 CC mtg | 1/4/2022 | 1/5/2022 |
| Rick Newton | 1/6/2022 | all engineer & stormwater plans for specific sized lots | 1/12/2022 | |
| Susan L. Whitman | 1/7/2022 | W2021-02906-11-22-21 Video-11-23-21 Police body cam video or transcript | 1/12/2022 | |
| Tracy Wilson | 1/10/2022 | food court - city plans | 1/12/2022 | 1/13/2022 |
| Jaymi Kaino/JK Investigations | 1/18/2022 | PD records/ Benjamin Natividad | 1/25/2022 | |
| Anrew Quecan | 1/18/2022 | PD rpt 202103166 | 1/20/2022 | 1/20/2022 |
| Dan Jackson | 1/24/2022 | Civil/structural plans, and permits Port Warren | 1/25/2022 | 1/28/2022 |
| Dan Jackson | 1/24/2022 | Geotechnical report Port Warren | 1/25/2022 | 1/28/2022 |
| C Andrew Dueber | 1/24/2022 | Police Incident | 1/25/2022 | 2/8/2022 |
| Kathleen Zunkel | 1/25/2022 | Wetland Records RE Oak Street Subdivision | 1/31/2022 | 2/3/2022 |
| Penny Morris | 1/25/2022 | list of warrenton business licenses | 1/26/2022 | 1/26/2022 |
| Nicholas Sturdivant | 1/26/2022 | FD & permit records for 1609 S Main | 2/3/2022 | 2/8/2022 |
| Douglas Fowler | 1/26/2022 | copy of winning quote/new durango patrol build | 1/26/2022 | 1/26/2022 |
| Scott Widdicombe | 1/28/2022 | records regarding 32" water line to Hammond | 2/2/2022 | 2/9/2022 |
| Harry Grass | 1/28/2022 | bldg/permit info for 532 S. Main | 2/7/2022 | 2/7/2022 |
| Smartprocure - Amanda Bhowdanidin | 2/2/2022 | purchase records | 2/7/2022 | |
| Scott Widdicombe | 2/7/2022 | finance records/fuel tax revenue & street fund #s | 2/8/2022 | 2/23/2022 |
| Taylor McCleery | 2/8/2022 | FD rpts for 138 S Main | 2/9/2022 | 2/9/2022 |
| Taylor McCleery | 2/8/2022 | demo permits for 138 S Main | 2/9/2022 | 2/9/2022 |
| Scott Widdicombe | 2/14/2022 | PW wall chart | 2/17/2022 | 2/22/2022 |
| Ana Ghislandi - Open the books | 2/16/2022 | staff wages | 2/17/2022 | |



DEPARTMENT QUARTERLY REPORT

TO: The Warrenton City Commission
FROM: Van Wilfinger, Building Official
DATE: December 31, 2021
RE: Department Quarterly Report: October-December 2021

Quarter in Brief:

The department continues to make improvements to the development and permitting process, and the sharing of information with the public and other departments. Staff collaboration with our colleagues in other departments continues as several staff changes have taken place throughout the organization.

Projects Completed:

Northwest Natural operations and maintenance facility received a temporary certificate of occupancy pending Public Works final approval and installation of a back-up generator, which has been delayed due to supply chain issues.

Projects in Progress:

Commercial activity continues with the Clatsop County Jail relocation, Scoular Fish Meal Processing Plant, and site prep and soil surcharging for Roby's furniture store to be located adjacent to Tractor Supply. Building plans for Harbor Freight have been approved for the tenant improvement in the former Staples retail space. Plans for partial demolition and shell reconstruction of the old Doogers restaurant building have been reviewed and are ready for permit issuance, pending other agency approvals. Two, new smaller restaurant tenant improvements are proposed for the remodeled building.

Challenges/Obstacles:

Residential activity continues to be in a lull, most likely due to the continued high cost of materials, along with a lack or backlog of available materials. Several multi-family projects are still in the pre-development or development review phase, but it is hoped that these will be closer to approvals as materials become more available and less expensive.

Staff continues to work with other departments to develop more clearly delineated requirements and well-defined procedures for dealing with the various problems within the city- from nuisances, failures to follow plans and regulations, to illegal recreational vehicles, etc. Staff is working with management and the commission on the development of procedures to improve the process and aid in the performance of these duties.

Successes:

Building Inspector, Christian Jensen, continues to gain valuable knowledge through training and inspection ride-alongs, and has been integral to our cooperation with area jurisdictions working toward regional consistency in the application of codes. Staff are also in the process of implementing the ePermitting program and working on training with the state ePermitting staff. Training has been frozen for several weeks pending transfer of data from the city system to the state Accela ePermitting system. However, the state has accepted our fee schedule proposal that will align our fees with state OAR requirements, and the fee adjustments are scheduled to go before the Commission for approval.

We have completed an IGA with the city of Astoria to be able to assist each other with future inspection workload, and to help support Astoria's new Building Official. This, along with the IGA the city of Warrenton has with Clatsop County, will also go further in developing more regional consistency and provide staff with additional on-the-job training with other regional building department staff.

Staff completed renewal of our Building Department Operating Plan, and we have been approved for an additional year by the state Building Codes Division. The Operating Plan will be valid for one year, and will require renewal again, then once every four years thereafter.

Statistics:

16 Commercial permits issued

19 Residential permits issued



DEPARTMENT QUARTERLY REPORT

TO: The Warrenton City Commission
 FROM: Harbormaster, Jane Sweet
 DATE: February 1, 2022
 RE: Department Quarterly Report; October 1, 2021 – December 31, 2021

Quarter in Brief: The marinas 2nd quarter of the 2021-2022 was a challenging but busy and productive quarter. We were once again hit with some cases of covid which slowed things down a bit. In October we started the process of filling the Marina Foreman position. Our new Marina Foreman Don Beck was able to start on December 1st, 2021. Don brings a vast amount of experience in many areas, improvements and maintenance items have been moving at a fast and productive pace.

Sport crab season in Hammond was busy and added an approximate \$23,000 to the Hammond Marina in parking and launches. The Warrenton Marina added an approximate \$25,000 in revenues with hoists, pier use and transient commercial moorage. The revenues for the 1st vs 2nd Quarters are attached below.

CITY OF WARRENTON MARINAS

| CITY OF WARRENTON MARINAS - REVENUE COLLECTED THROUGH DECEMBER 31, 2021 | | | | | | | | | | | |
|---|----------------------|----------------------|---------------------|----------------------|------------|---------------------|----------------------|----------------------|---------------------|----------------------|-------------|
| WARRENTON | | | | | | HAMMOND | | | | | |
| REVENUE | BUDGET | 1st Q | 2nd Q | YTD | % | REVENUE | BUDGET | 1st Q | 2nd Q | YTD | % |
| OSMB - MAP GRANT | \$ - | | | | | OSMB - MAP GRANT | \$ - | | | \$ - | 0% |
| MOORAGE CREDITS | | | | | | | | | | | |
| ANNUAL MOORAGE | \$ 280,000.00 | \$ 299,015.00 | \$ 677.00 | \$ 299,692.00 | 107% | ANNUAL MOORAGE | \$ 110,000.00 | \$ 125,023.00 | \$ (1,848.00) | \$ 123,175.00 | 112% |
| TRANSIENT DAILY | \$ 45,000.00 | \$ 29,198.00 | \$ 2,705.00 | \$ 31,903.00 | 71% | TRANSIENT DAILY | \$ 15,000.00 | \$ 9,326.00 | \$ 720.00 | \$ 10,046.00 | 67% |
| UTILITIES | \$ 53,000.00 | \$ 7,694.14 | \$ 14,249.74 | \$ 21,943.88 | 41% | UTILITIES | \$ 1,000.00 | \$ 860.85 | \$ 307.56 | \$ 1,168.41 | 117% |
| BOAT STORAGE | \$ 30,000.00 | \$ 9,400.00 | \$ 7,590.00 | \$ 16,990.00 | 57% | BOAT STORAGE | | | | \$ - | |
| LAUNCH RAMP | \$ 35,000.00 | \$ 34,960.00 | \$ 1,600.00 | \$ 36,560.00 | 104% | LAUNCH RAMP | \$ 95,000.00 | \$ 92,280.00 | \$ 18,760.00 | \$ 111,040.00 | 117% |
| HOIST/SHOWER | \$ 20,000.00 | \$ 4,350.00 | \$ 10,000.00 | \$ 14,350.00 | 72% | HOIST/SHOWER | | | | \$ - | |
| FUEL CHARGES | | | | \$ - | | FUEL CHARGES | | | | \$ - | |
| MONTHLY MOORAGE | \$ 25,000.00 | \$ 34,744.50 | \$ 294.00 | \$ 35,038.50 | 140% | MONTHLY MOORAGE | \$ 15,000.00 | \$ 22,243.00 | \$ 500.00 | \$ 22,743.00 | 152% |
| FACILITIES FEE | \$ 45,000.00 | \$ 36,933.00 | \$ 885.00 | \$ 37,818.00 | 84% | FACILITIES FEE | \$ 15,000.00 | \$ 14,766.00 | \$ 215.00 | \$ 14,981.00 | 100% |
| PARKING | \$ 27,000.00 | \$ 32,040.00 | \$ 300.00 | \$ 32,340.00 | 120% | PARKING | \$ 25,000.00 | \$ 31,573.00 | \$ 4,640.00 | \$ 36,213.00 | 145% |
| PUMP OUT | | | | \$ - | | PUMP OUT | | | | \$ - | |
| OVERNIGHT STAY | \$ 12,000.00 | \$ 30,280.00 | \$ (150.00) | \$ 30,130.00 | 251% | OVERNIGHT STAY | \$ 50,000.00 | \$ 69,400.00 | \$ 2,300.00 | \$ 71,700.00 | 143% |
| LIVEABOARD FEES | \$ 4,500.00 | \$ 1,040.00 | \$ 975.00 | \$ 2,015.00 | 45% | LIVEABOARD FEES | | | | \$ - | |
| WORK SLIP | \$ 10,000.00 | \$ 400.00 | \$ 800.00 | \$ 1,200.00 | 12% | WORK SLIP | | | | \$ - | |
| REPAIR CHARGES | | | | \$ - | | REPAIR CHARGES | | | | \$ - | |
| PIER USE | \$ 10,000.00 | \$ 771.00 | \$ 9,364.50 | \$ 10,135.50 | 101% | PIER USE | | | | \$ - | |
| FISHERMEN & FARMERS | \$ 1,000.00 | | | \$ - | | FISHERMEN & FARMERS | | | | \$ - | |
| MISCELLANEOUS | \$ 2,500.00 | \$ 2,944.00 | \$ 2,837.21 | \$ 5,781.21 | 231% | MISCELLANEOUS | \$ 3,000.00 | \$ 2,793.00 | \$ 168.00 | \$ 2,961.00 | |
| INTEREST EARNINGS | \$ 5,000.00 | \$ 3,808.00 | \$ 2,090.00 | \$ 5,898.00 | 118% | INTEREST EARNINGS | \$ 9,000.00 | \$ 1,884.00 | \$ 1,571.00 | \$ 3,455.00 | 38% |
| LEASE RECEIPTS | \$ 29,538.00 | \$ 9,190.00 | \$ 6,810.00 | \$ 16,000.00 | 54% | LEASE RECEIPTS | \$ 13,548.00 | \$ 3,707.00 | \$ 3,407.00 | \$ 7,114.00 | 53% |
| TOTALS | \$ 634,538.00 | \$ 536,767.64 | \$ 61,027.45 | \$ 597,795.09 | 94% | TOTALS | \$ 351,548.00 | \$ 373,855.85 | \$ 30,740.56 | \$ 404,596.41 | 115% |

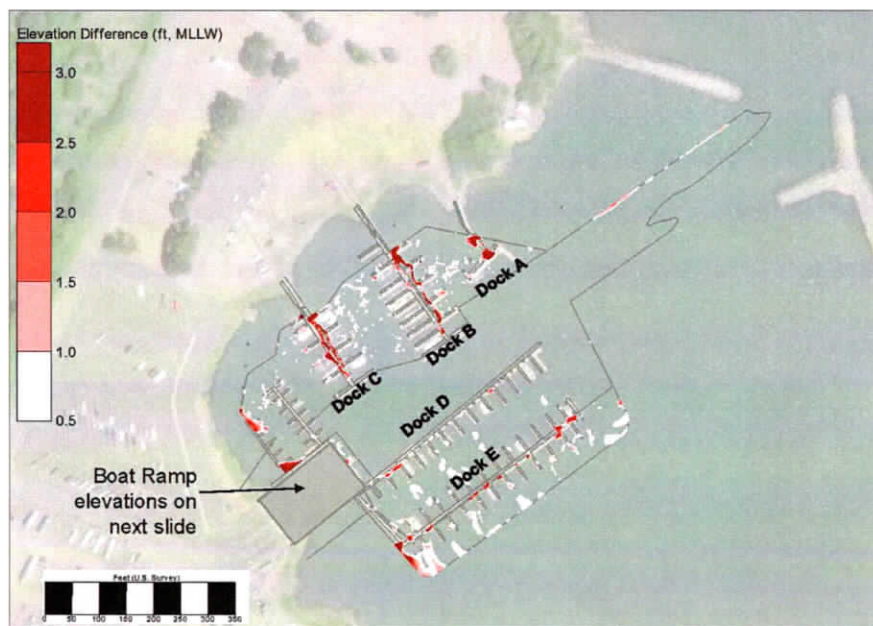
Projects completed:

The 2nd quarter of the year in the Warrenton Marina we were busy doing maintenance and repairs on the Warrenton Commercial E-Dock. Hoists, shop organizing, cleanout and safety updates were also a major focus. Since our Marina Foreman has started there have been repairs and maintenance done to the inner basin as well.

Our time in Hammond consisted of sport crab customers and assistance with dredging in aiding with vessel and dock maneuvering. The Hammond dredging project was completed without any major incidents. We lost a pile on B-Dock which an emergency permit was applied for and approved for replacement. Scheduling of the pile replacement with Bergerson Construction with a date of replacement to be done as soon as possible. Many of the fingers on the West side of the basin need special attention. This is due to moving the docks for dredging combined with weather, major repairs are to be starting in March. Attached is a snapshot overview of the Hammond Dredging project.

Marina Elevations relative to Dredge Prism

Based on Season 2 Post-Dredge Survey (1/18/22)



Colored areas show where post-dredge elevations are >0.5ft above the design depths.

Note: most elevations above dredge prism are underneath docks; typical due to equipment access limitations.

January 28, 2022

Projects in progress:

Continued ongoing repairs of the inner basin in Warrenton. With plans to move to the Hammond basin for maintenance and rebuilding of some fingers. The Warrenton Pier Rehabilitation final design for Phases 2 and 3 are in progress. This package is expected to be completed any day now with permitting, bid documents and projected construction scheduled.

Continuing work and meetings are being held with the Marina Advisory Committee on recommendations for both the Warrenton and Hammond marinas for the 2022 – 2023 Budget Year.

Challenges/Obstacles:

The challenges and obstacles of the Marinas continue to be the age of our infrastructure and the financing for replacement and repairs. We continue to explore financing, possible grants and revenue resources. The second quarter also was challenging due to covid issues.

Successes:

We have had a busy 2nd quarter and things are going to be even busier. With the Marina Foreman position filled, Don has a very long list of repairs with high standards in construction quality, dock maintenance, equipment maintenance and customer service. Don has excellent time management skills, and I am feeling very positive with all that he has to offer for the Marinas.

Plans for next quarter:

- Prepare for Warrenton Pier Rehabilitation
- Continue to work towards future planning with help from Marina Advisory Committee.
- Continue to look for funding for future improvements.
- Buoy 10 Review & Improvements for 2022
- Hammond Pile replacement on B-Dock
- Hammond dock repairs and dock placement.
- Hammond Dry Storage Cleanup
- Shore/stabilize gangway in Warrenton inner basin and Hammond basin.
- Set capital improvement priorities current and future.
- Create an ongoing/future scheduled maintenance prioritized using Condition Assessment/Survey/Investigation model which will compare, repair vs replacement, damage vs need and revenues vs cost dock rating system.



WARRENTON POLICE DEPARTMENT MONTHLY REPORT



TO: The Warrenton City Commission
 FROM: Chief Mathew Workman
 DATE: February 22, 2022
 RE: January 2022 Report

Upcoming Dates:

- March 7th, Warrenton/Hammond CERT Meeting
- March 17th, St. Patrick's Day

Month in Brief:

- January 1st: New Year's Eve and Day were uneventful for the WPD.
- January 12th -14th: Chief Workman and Sgt. Pierce attended the Executive Leadership Training Symposium at the Seaside Convention Center. This is a training event sponsored by the Oregon Association Chiefs of Police and the Oregon State Sheriff's Association.
- January 28th, the high-axle vehicle we received on the SPIRE grant arrived in Warrenton. It will be used by all departments but maintained by the Fire Department.

Challenges/Obstacles:

- Continue to be short-handed with two open positions, one officer at the academy, and others being gone for training, vacations, etc.

Successes:

- We have one applicant who passed his background investigation with Sgt. Pierce, completed his medical assessment, and will be taking his psychological assessment on February 15th. Another candidate is in the background process with Sgt. Pierce.
- The 2022 Dodge Durango has finally arrived at the dealership and will taken to another vendor to upfitted with all of the police equipment. We hope to have that vehicle in a few weeks as long as parts and equipment get delivered and not delayed.



Traffic Statistic Highlights:

- Four (4) DUII Arrests – (4) Alcohol, (0) Drugs
- Sixteen (16) Driving While Suspended Citations/Arrests
- Six (6) Reckless/Careless Driving Citations/Arrests
- Three (3) Speeding Citations
- Four (4) Following Too Close Citations (all on accidents)
- Seventeen (17) Insurance Citations
- One (1) Distracted Driving Citation
- Three (3) Fail to Install Interlock Device Citations
- Five (5) Driver's License Citations
- Forty-Nine (49) other Citations and Warnings
- Nine (9) Accident Investigations



Overall Statistics:

| January Statistics (% changes are compared to 2021) | | | | | | | |
|---|-------|-------|-------|-------|-------|-------|-------|
| Category | 2022 | 2021 | % Chg | 2020 | % Chg | 2019 | % Chg |
| Calls for Service | 592 | 682 | -13% | 618 | -4% | 716 | -17% |
| Incident Reports | 217 | 218 | 0% | 196 | 11% | 232 | -6% |
| Arrests/Citations | 167 | 214 | -22% | 132 | 27% | 145 | 15% |
| Traffic Stops/ Events | 146 | 107 | 36% | 144 | 1% | 161 | -9% |
| DUII's | 4 | 1 | 300% | 2 | 100% | 5 | -20% |
| Traffic Accidents | 9 | 17 | -47% | 20 | -55% | 23 | -61% |
| Property Crimes | 97 | 111 | -13% | 103 | -6% | 102 | -5% |
| Person Crimes | 60 | 109 | -45% | 71 | -15% | 61 | -2% |
| Drug/Narcotics Calls | 0 | 9 | -100% | 4 | -100% | 5 | -100% |
| Animal Calls | 8 | 19 | -58% | 16 | -50% | 20 | -60% |
| Officer O.T. | 126.3 | 129.5 | -3% | 255.1 | -51% | 323.2 | -61% |
| Reserve Hours | 0 | 0 | 0% | 0 | 0% | 12 | -100% |

| Category | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep |
|------------------------------|--------|-----|-----|-----|-----|-----|-----|-----|-----|
| Calls for Service | 592 | | | | | | | | |
| Incident Reports | 217 | | | | | | | | |
| Arrests/Citations | 167 | | | | | | | | |
| Traffic Stops/ Events | 146 | | | | | | | | |
| DUII's | 4 | | | | | | | | |
| Traffic Accidents | 9 | | | | | | | | |
| Property Crimes | 97 | | | | | | | | |
| Person Crimes | 60 | | | | | | | | |
| Drug/Narcotics Calls | 0 | | | | | | | | |
| Animal Calls | 8 | | | | | | | | |
| Officer O.T. | 126.25 | | | | | | | | |
| Reserve Hours | 0 | | | | | | | | |

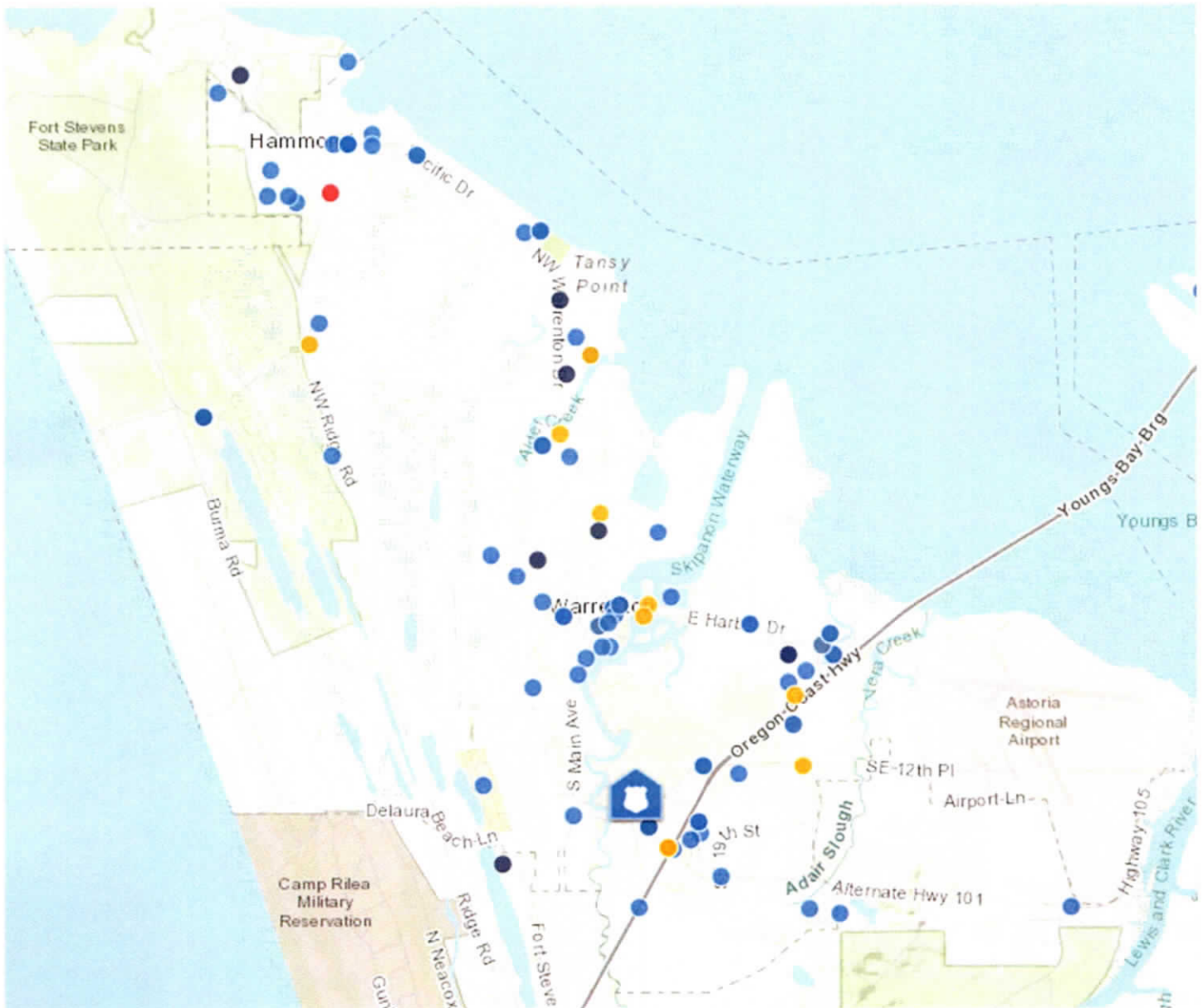
| Oct | Nov | Dec | 2022 YTD | 2022 Estimate | 2021 | 2022 v 2021 | 2020 | 2022 v. 2020 | 2019 | 2022 v. 2019 |
|-----|-----|-----|----------|---------------|--------|-------------|--------|--------------|--------|--------------|
| | | | 592 | 7104 | 7955 | -11% | 9270 | -23% | 9819 | -28% |
| | | | 217 | 2604 | 2442 | 7% | 2469 | 5% | 2608 | 0% |
| | | | 167 | 2004 | 1891 | 6% | 2095 | -4% | 1731 | 16% |
| | | | 146 | 1752 | 2000 | -12% | 2489 | -30% | 2627 | -33% |
| | | | 4 | 48 | 27 | 78% | 36 | 33% | 33 | 45% |
| | | | 9 | 108 | 228 | -53% | 246 | -56% | 275 | -61% |
| | | | 97 | 1164 | 1191 | -2% | 1230 | -5% | 1094 | 6% |
| | | | 60 | 720 | 830 | -13% | 863 | -17% | 849 | -15% |
| | | | 0 | 0 | 58 | -100% | 86 | -100% | 117 | -100% |
| | | | 8 | 96 | 207 | -54% | 289 | -67% | 271 | -65% |
| | | | 126.25 | 1515 | 2075.4 | -27% | 2194.5 | -31% | 1731.7 | -13% |
| | | | 0 | 0 | 12.5 | -100% | 259.5 | -100% | 359.5 | -100% |

| Homeless Incidents | 2022 | 2021 | 2020 |
|---------------------------|-------------|------|------|
| Code 40 (Normal) | 19 | 36 | 24 |
| Code 41 (Aggressive) | 0 | 3 | 1 |

| Elk Incidents | 2022 | 2021 |
|----------------------|-------------|----------|
| Interaction: | 1 | 1 |
| Traffic Accidents: | 0 | 0 |
| Traffic Complaints: | 1 | 1 |
| Total: | 2 | 2 |

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

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





WARRENTON CITY COMMISSION PUBLIC COMMENT FORM

NAME: STAN Johnson
ADDRESS: 92732 Fernhill Rd Astoria
EMAIL: ASTORIANWHome@charter.net
DOES YOUR COMMENT HAVE TO DO WITH AN AGENDA ITEM: (Y or N) N
BRIEFLY DESCRIBE YOUR TOPIC: Water line issues

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

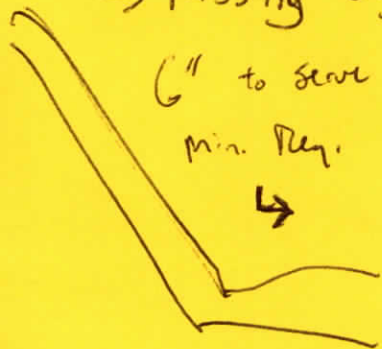
Once this card is submitted to the City Recorder, it becomes a part of the permanent public record.

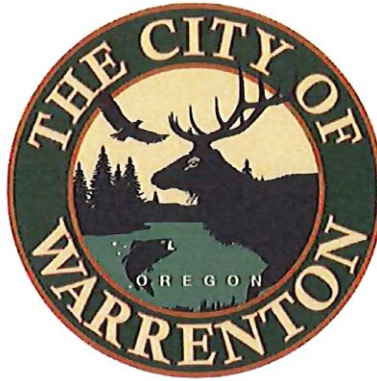
Shipman/cab pot bridge development.

↳ missing engineering info on infrastructure.

6" to serve needs.

min. Req. 8" →





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Linda Engbretson, City Manager *me*
 DATE: February 22, 2022
 SUBJ: PUBLIC HEARING – SALE OF CITY PROPERTY

SUMMARY

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

The City has received unsolicited interest in the following tax lots and engaged a Realtor and/or appraisal to establish the market value of the property.

TL 81022CB05200 – The Concourse Lt. 3 – 5 Block 8 – SE Galena –
 Lot size: .41 acre; Intermediate Density Residential – Assessed RMV:
 \$54,817.00, asking price \$60,000.

TL 81022BD01700 – 848 NE 1st Ct., - Vacant Land – Lot size: .11 of an
 acre; 5000 sq ft. Zoning: C-2 Assessed Value: \$34,149.00 Flood Hazard:
 Suggested market value \$45,000.00 due to improvements, sewer and water
 accessibility.

The City considers these properties surplus and better suited to private ownership and placement on the tax rolls. Proposed uses of the properties include activities

as allowed in their zoning designations, i.e., commercial uses for marine-related warehousing, and residential addition/development.

The purpose of this public hearing is to take public comment on the proposed sale of these two specific properties. A similar public hearing is scheduled for the first meeting in March to establish a general procedure going forward for similarly identified properties; i.e., the sale of properties not subject to the City's Charter, Section XI, which requires placement on a ballot for voter approval.

RECOMMENDATION/SUGGESTED MOTION

"I move to approve the sale of TL 81022BD01700 and the sale of TL 81022BD01700 through the City's representative/broker."

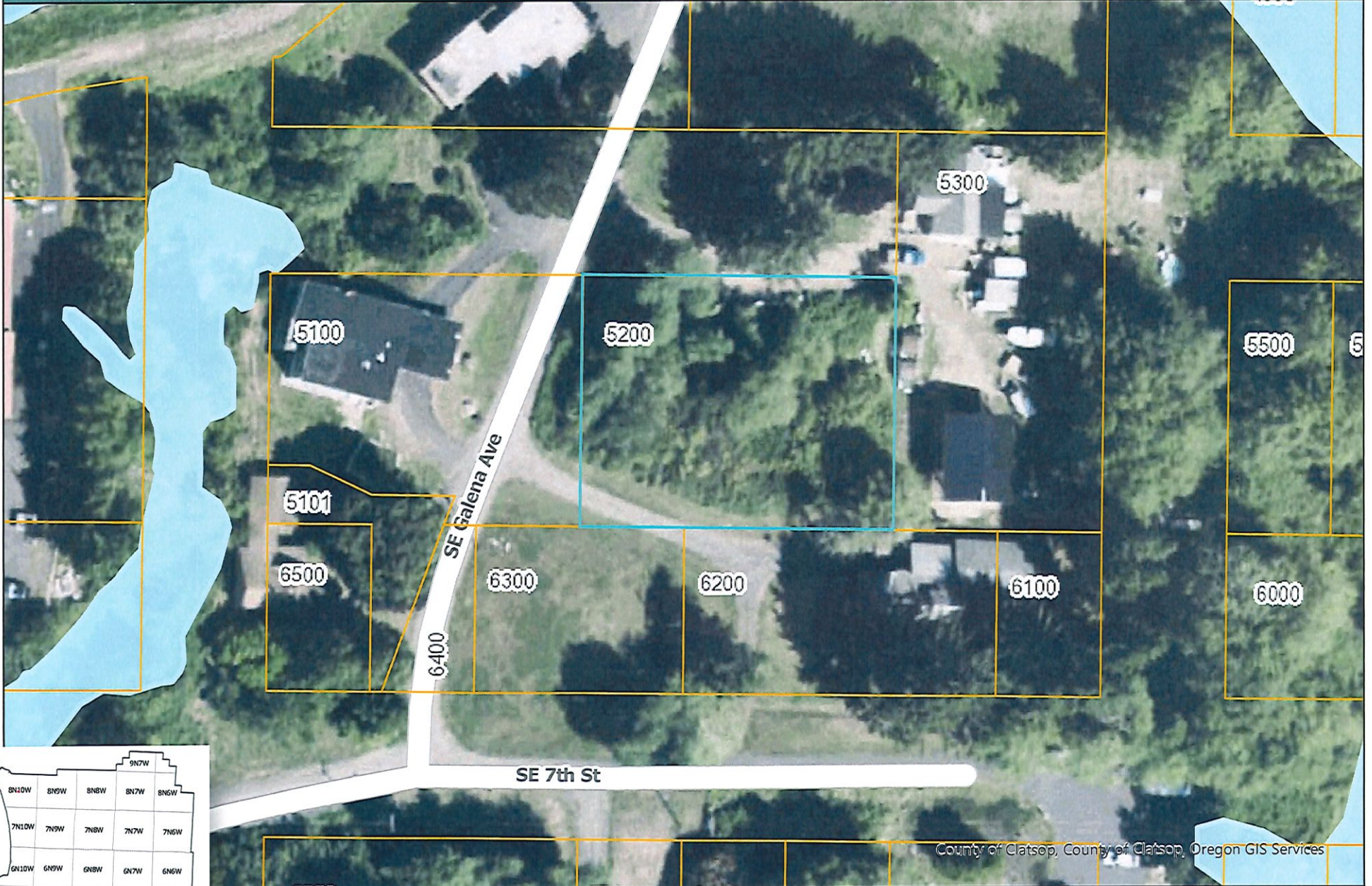
ALTERNATIVE

Other action as deemed appropriate by the City Commission.

FISCAL IMPACT

Income from sales will be placed in the General Fund, or Warrenton Marina Capital Improvement Fund (when previous lease revenues were designated as Marina income).

Clatsop County Webmaps



County of Clatsop, County of Clatsop, Oregon GIS Services

| | | | | |
|-------|------|------|------|------|
| | | | 9N7W | |
| 8N10W | 8N9W | 8N8W | 8N7W | 8N6W |
| 7N10W | 7N9W | 7N8W | 7N7W | 7N6W |
| 6N10W | 6N9W | 6N8W | 6N7W | 6N6W |
| 5N10W | 5N9W | 5N8W | 5N7W | 5N6W |
| 4N10W | 4N9W | 4N8W | 4N7W | 4N6W |



Clatsop County

0.03



This map was produced using Clatsop County GIS data. The data is maintained by Clatsop County to support its governmental activities. Clatsop County is not responsible for any map errors, possible misuse, or misinterpretation.

Account 31340

Print This Page

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

General Information

Legal Description THE CONCOURSE LT 3 THRU 5 BLK 8

Account ID 31340

Tax Map Key [81022CB05200](#)

Size in Acres 0.41

Property Type Real Property
Exempt
Exempt - City - Vacant Land

Owner Information

Owner Name Warrenton City Of

Mailing Address P.O. Box 250
Warrenton OR 97146-0250

[→ Request Change of Address](#)

[→ Sign up for e-Statements](#)

| Year Built | Sq Ft | Type | Stories |
|-----------------------|-------|------|---------|
| No improvements found | | | |

| Floor Type | Sq Ft | Bedrooms | Bathrooms |
|------------------------------|-------|----------|-----------|
| No improvement details found | | | |



848 NE 1st Ct, Warrenton OR

Account 31226

Print This Page

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

General Information

Property Address 📍 848 NE 1st Ct, Warrenton OR

Legal Description 📄 EAST WARR 1ST EXT LT 5 BLK 31

Account ID 📁 31226

Tax Map Key 📄 [81022BD01700](#)

Size in Acres 📏 0.11

Property Status Active

Property Type 🏠 Real Property
Exempt
Exempt - City - Vacant Land

Owner Information

Owner Name 👤 Warrenton City Of

Mailing Address ✉️

→ [Request Change of Address](#)

→ [Sign up for e-Statements](#)

| Year Built | Sq Ft | Type | Stories |
|------------|-------|------------------|---------|
| 1991 | | Misc. Commercial | |

| Floor Type | Sq Ft | Bedrooms | Bathrooms |
|------------|-------|----------|-----------|
|------------|-------|----------|-----------|

No improvement details found



| Year | Land Value | Improvements Value | Real Market Value | Assessed Value |
|------|-------------|--------------------|-------------------|----------------|
| 2021 | \$37,156.00 | \$8,260.00 | \$45,416.00 | \$14,853.00 |
| 2020 | \$37,156.00 | \$8,260.00 | \$45,416.00 | \$14,421.00 |
| 2019 | \$37,156.00 | \$8,260.00 | \$45,416.00 | \$14,001.00 |
| 2018 | \$36,788.00 | \$0.00 | \$36,788.00 | \$13,594.00 |
| 2017 | \$34,063.00 | \$0.00 | \$34,063.00 | \$13,199.00 |
| 2016 | \$32,441.00 | \$0.00 | \$32,441.00 | \$12,815.00 |
| 2015 | \$34,149.00 | \$0.00 | \$34,149.00 | \$12,442.00 |
| 2014 | \$34,149.00 | \$0.00 | \$34,149.00 | \$12,080.00 |
| 2013 | \$34,149.00 | \$0.00 | \$34,149.00 | \$11,729.00 |
| 2012 | \$34,149.00 | \$0.00 | \$34,149.00 | \$11,388.00 |
| 2011 | \$34,149.00 | \$0.00 | \$34,149.00 | \$11,057.00 |
| 2010 | \$34,149.00 | \$0.00 | \$34,149.00 | \$10,735.00 |
| 2009 | \$34,149.00 | \$0.00 | \$34,149.00 | \$10,423.00 |
| 2008 | \$34,149.00 | \$0.00 | \$34,149.00 | \$10,120.00 |
| 2007 | \$34,149.00 | \$0.00 | \$34,149.00 | \$9,826.00 |
| 2006 | \$25,296.00 | \$0.00 | \$25,296.00 | \$9,540.00 |
| 2005 | \$22,190.00 | \$0.00 | \$22,190.00 | \$9,263.00 |
| 2004 | \$22,190.00 | \$0.00 | \$22,190.00 | \$8,994.00 |
| 2003 | \$22,190.00 | \$0.00 | \$22,190.00 | \$8,733.00 |
| 2002 | \$22,190.00 | \$0.00 | \$22,190.00 | \$8,479.00 |
| 2001 | \$22,190.00 | \$0.00 | \$22,190.00 | \$8,233.00 |
| 2000 | \$19,130.00 | \$0.00 | \$19,130.00 | \$7,994.00 |
| 1999 | \$13,136.00 | \$0.00 | \$13,136.00 | \$7,762.00 |

| Sales Date | Instrument ID | Sale Amount |
|------------------------|---------------|-------------|
| No sales history found | | |





Sale Agreement # City SE Galena

Vacant Land Real Estate Sale Agreement

FINAL AGENCY ACKNOWLEDGMENT

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

3 Buyer's Agent(s)*: Pam Ackley Oregon License #: 920100149
4 is/are the agent of (select one): Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")
5 Name of Real Estate Firm(s)*: Windermere Realty Trust Firm License #: 201224089
6 Buyer's Agent's Office Address: 588 Pacific Way Gearhart OR 97138
7 Phone #1: (503) 717-3796 Phone #2: _____ E-mail: pamackley@windermere.com

8 Seller's Agent(s)*: Pam Ackley Oregon License #: 920100149
9 is/are the agent of (select one): Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")
10 Name of Real Estate Firm(s)*: Windermere Realty Trust Firm License #: 201224089
11 Seller's Agent's Office Address: 588 Pacific Way Gearhart OR 97146
12 Phone #1: (503) 717-3796 Phone #2: _____ E-mail: pamackley@windermere.com

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

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

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

21 Buyer Carrie A. Dorning Print Carrie A. Dorning Date 02/17/2022 ←
22 Buyer Robert C. Dorning Print Robert C. Dorning Date 02/17/2022 ←
23 Seller _____ Print City of Warrenton Date _____ ←
24 Seller _____ Print _____ Date _____ ←

VACANT LAND REAL ESTATE SALE AGREEMENT

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

30 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer Carrie A. Dorning, Robert C. Dorning
31 offers to purchase from Seller City of Warrenton
32 the following described real property (the "Property") situated in the State of Oregon, County of Clatsop,
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
34 Vacant Land SE Galena Lot 5200 TX ID 31340, Warrenton, OR 97146

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

37 for the "Purchase Price" (in U.S. currency) of _____ A \$ 60,000.00
38 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ 1,000.00
39 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
40 at or before Closing, the balance of the down payment _____ D \$ _____
41 at Closing and on delivery of the **Deed** **Contract**, the balance of the Purchase Price _____ E \$ 59,000.00
42 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

02/17/2022
Buyer Initials CD RD Date 02/17/2022

Seller Initials _____ / _____ Date _____

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FINANCING

43 **2. BALANCE OF PURCHASE PRICE** (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if
44 an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from
45 loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____
46 _____

47 **A. This is an all cash transaction.** Buyer will provide verification ("Verification") of readily available funds as follows (select only one):

- 48 Buyer has attached the Verification to this Agreement.
- 49 Buyer will provide Seller with the Verification within ____ Business Days (three [3] if not filled in) after the Effective Date;
- 50 Other (Describe): _____

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

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

57 **B. The Balance of the Purchase Price will be financed through one of the following loan programs** (Select only one):

- 58 Conventional; FHA; Federal VA (Seller will will not agree to pay Buyer's non-allowable VA fees);
- 59 If FHA or Federal VA is selected, Buyer has attached OREF 097 FHA / Federal VA Amendatory Clause to this Agreement.
- 60 Other (Describe): Cash from a home equity loan on the buyers principal residence
- 61 **Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the**
62 **loan program selected above.**

63 **Pre-Approval Letter.**

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

67 **3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
68 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
69 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,
70 (4) Other (Describe): none
71 _____

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

73 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
74 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have ____ Business Days (two [2] if not filled in) following the date of
75 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
76 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
77 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
78 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
79 understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms
80 as Seller determines, in Seller's sole discretion.

81 **3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

- 82 (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
- 83 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
- 84 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value
- 85 of the Property, and (vi) the loan amount sought.

02/17/2022
Buyer Initials RD Date 02/17/2022

Seller Initials ____/____ Date ____



Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

86 (2) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will so notify Lender within ___ Business Days (three [3] if not filled
87 in – but not to exceed ten [10]) following Buyer's receipt of Lender's Loan Estimate. At Seller's request, Buyer will promptly notify Seller of the date of
88 Buyer's signed notice of intent to proceed with the Loan.

89 (3) Buyer will thereafter complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing
90 fees, to obtain the Loan.

91 (4) Buyer will not replace the Lender or loan program selected in Section 2.B. without Seller's written consent, which may be withheld in
92 Seller's sole discretion.

93 (5) Following submission of Buyer's loan application, Buyer will keep Seller promptly informed of all material non-confidential developments
94 regarding Buyer's financing and the time of Closing.

95 (6) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period (defined at Section 18
96 – Inspections, or Section 1 of the OREF 058 Professional Inspection Addendum if applicable).

97 (7) Buyer authorizes Buyer's Lender to provide non-confidential information to Buyer's and Seller's Agents regarding Buyer's loan
98 application status.

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

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

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

110 **5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
111 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

112 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
113 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
114 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is
115 anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone
116 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized
117 by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

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

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

CONTINGENCIES

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

02/17/2022
Buyer Initials Q.R.D. Date 02/17/2022

Seller Initials ____/____ Date ____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

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

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

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

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

153 **Select only one box below:**

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

157 Identify Invasive Inspections: none

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

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

162 Buyer will have 15 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections
163 and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection
164 reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days
165 following termination, Buyer will promptly comply.

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

173 **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

02/17/2022

Buyer Initials Q R D Date 02/17/2022

Seller Initials _____/____ Date _____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

174 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the condition of
175 the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections performed as a
176 contingency to the Closing of the transaction. Buyer may conduct inspections for informational purposes only.

177 **Buyer's Waiver of Inspections and Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully
178 satisfied with the condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the inspection
179 contingency and the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

180 **Other Inspection Addendum:** _____

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

183 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
184 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

185 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
186 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

187 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS
188 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

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

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

200 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
201 is signed and accepted by the parties. Buyer **does not waive** the right of revocation provided therein.

202 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three business days following the date this Agreement
203 is signed and accepted by the parties. Buyer expressly **waives** the right of revocation provided therein.

204 Buyer expressly **waives** the right to receive the Vacant Land Disclosure Addendum and all rights arising therefrom.

CONDITION AND COMPONENTS OF THE PROPERTY

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

207 (1) The Property is served by and/or connected to (*select all that apply*):

- 208 A public sewer system
- 209 An on-site sewage system
- 210 A public water system
- 211 A private well
- 212 Other (for example, surface springs, cistern, etc.): _____

213 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.

214 (3) Seller has no notice of any liens or assessments to be levied against the Property.

215 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned, which
216 could detrimentally affect the use, development, or value of the Property.

02/17/2022

Buyer Initials Q R D Date 02/17/2022

Seller Initials _____/____ Date _____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

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

229 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
230 previously disclosed material information relating to the Property substantially misleading or incorrect.

231 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:
232 none known (For more exceptions see Addendum _____).

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

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

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

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

256 **15. ADDITIONAL PROVISIONS:** none
257 _____
258 _____
259 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

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

02/17/2022
Buyer Initials Q R D Date 02/17/2022

Seller Initials _____ / _____ Date _____

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Sale Agreement # City SE Galena

Vacant Land Real Estate Sale Agreement

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

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

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

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

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

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

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

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

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

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

291 20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW: Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
292 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
293 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
294 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

295 20.2 EARNEST MONEY REFUND TO BUYER: All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish
296 marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has
297 made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
298 refund will not constitute a waiver of other legal remedies available to Buyer.

299 20.3 EARNEST MONEY PAYMENT TO SELLER: If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
300 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
301 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
302 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
303 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
304 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
305 a binding liquidated sum, not a penalty.

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

Buyer Initials Q R D Date 02/17/2022

02/17/2022

Seller Initials ____/____ Date ____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

309 **21.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before 04/15/2022 (the "Closing Deadline"). Buyer and
310 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

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

312 **21.2 THE CLOSING DISCLOSURE:** Pursuant to TRID (defined in Section 7 – Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
313 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
314 (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
315 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
316 **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

317 **21.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
318 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
319 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with Escrow**
320 **prior to Closing.**

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

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

327 by 5:00 p.m. on the date of Closing;

328 by _____ a.m. p.m. _____ days after Closing;

329 by _____ a.m. p.m. on (*insert date*) _____;

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

TAXES

331 **24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
332 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering
333 any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

334 **24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion
335 of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person"
336 is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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

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

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

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

02/17/2022

Buyer Initials Q R D Date 02/17/2022

Seller Initials _____/____ Date _____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

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

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

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

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

DEFINITIONS/MISCELLANEOUS

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

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

02/17/2022

Buyer Initials Q R D Date 02/17/2022

Seller Initials ____/____ Date ____

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Sale Agreement # **City SE Galena**

Vacant Land Real Estate Sale Agreement

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

DISPUTE RESOLUTION

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

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

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

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

434 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the
435 county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.
436 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims
437 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

438 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of
439 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

02/17/2022

Buyer Initials Q R D Date 02/17/2022

Seller Initials ____/____ Date ____

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

446 **32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with
447 the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the
448 prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that
449 section.

SIGNATURE INSTRUCTIONS

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

455 Deed or contract will be prepared in the name of Timothy J. Kindred Robert C. & Carrie A. Dorning

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

458 This offer will automatically expire on (insert date) 02/23/2022 at 6:00 a.m. p.m. (the "Offer Deadline"). If not accepted by that time, Buyer
459 may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in
460 writing.

461 Buyer [Signature] Date 02/17/2022, 11:13:23 AM PST _____ a.m. _____ p.m. ←

462 Buyer [Signature] Date 02/17/2022, 06:55:35 PM PST _____ a.m. _____ p.m. ←

463 This offer was transmitted to Seller for signature on (insert date) _____ at _____ a.m. _____ p.m.

464 by _____ (Agent(s) presenting offer).

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

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

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

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

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

476 Seller does not accept the above offer, but makes the attached counteroffer.

477 Seller rejects Buyer's offer.

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

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

02/17/2022
Buyer Initials [Signature] [Signature] Date 02/17/2022

Seller Initials _____/____ Date _____

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February 17, 2022

Re: Purchase Offer – Funds available
848 NE 1st
Warrenton OR 97146

To Whom It May Concern:

This letter will serve as your notification that Kindred Fisheries Inc has cash funds available on deposit with Bank of the Pacific to complete the real estate purchase transaction for property referenced above of \$45,000.00.

If you should have any questions or need additional information, please feel free to contact me at 503-861-6555.

Sincerely,

A handwritten signature in blue ink that reads 'Pam Rush'.

Pam Rush
VP/Sr. Business Banking Officer

FINAL AGENCY ACKNOWLEDGMENT

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

3 Buyer's Agent(s)*: Pam Ackley Oregon License #: 920100149
4 is/are the agent of (select one): Buyer exclusively ("Buyer Agency") Both Buyer and Seller ("Disclosed Limited Agency")
5 Name of Real Estate Firm(s)*: Windermere Realty Trust Firm License #: 201224089
6 Buyer's Agent's Office Address: 588 Pacific Way Gearhart OR 97138
7 Phone #1: (503) 717-3796 Phone #2: _____ E-mail: pamackley@windermere.com

8 Seller's Agent(s)*: Pam Ackley Oregon License #: 920100149
9 is/are the agent of (select one): Seller exclusively ("Seller Agency") Both Buyer and Seller ("Disclosed Limited Agency")
10 Name of Real Estate Firm(s)*: Windermere Realty Trust Firm License #: 201224089
11 Seller's Agent's Office Address: 588 Pacific Way Gearhart OR 97146
12 Phone #1: (503) 717-3796 Phone #2: _____ E-mail: pamackley@windermere.com

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

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

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

21 Buyer [Signature] Print Kindred Fisheries Date 2-16-22 ←
22 Buyer _____ Print _____ Date _____ ←
23 Seller _____ Print City of Warrenton Date _____ ←
24 Seller _____ Print _____ Date _____ ←

VACANT LAND REAL ESTATE SALE AGREEMENT

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

30 1. PARTIES/PRICE/PROPERTY DESCRIPTION: Buyer Kindred Fisheries
31 offers to purchase from Seller City of Warrenton
32 the following described real property (the "Property") situated in the State of Oregon, County of Clatsop
33 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
34 848 NE 1st, Warrenton, OR 97146

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

37 for the "Purchase Price" (in U.S. currency) of _____ A \$ 45,000.00
38 on the following terms: as earnest money, the sum of (the "Deposit") _____ B \$ 1,000.00
39 on _____, as additional earnest money, the sum of (the "Additional Deposit") _____ C \$ _____
40 at or before Closing, the balance of the down payment _____ D \$ _____
41 at Closing and on delivery of the Deed Contract, the balance of the Purchase Price _____ E \$ 44,000.00
42 will be paid as agreed in the Financing Sections of this Agreement. (Lines B, C, D, and E should equal Line A)

Buyer Initials [Signature] Date 2/16/22

Seller Initials _____ Date _____

FINANCING

43 **2. BALANCE OF PURCHASE PRICE** (Select A or B): Buyer represents that Buyer has liquid and available funds for the Deposit and down payment, and if
 44 an all cash transaction, the full Purchase Price, sufficient to Close this transaction and is not relying on any contingent source of funds (for example, from
 45 loans, gifts, sale or closing of other property, 401(k) disbursements, etc.), except as follows (describe): _____
 46 _____

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

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

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

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

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

67 **3.1 FINANCING CONTINGENCIES:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following
 68 contingencies (the "Financing Contingencies"): (1) Buyer and the Property will qualify for the Loan from Lender; (2) Lender's appraisal will not be less
 69 than the Purchase Price; (3) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and,
 70 (4) Other (Describe): _____
 71 _____

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

73 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
 74 otherwise cannot occur, Buyer will promptly notify Seller, and the parties will have _____ Business Days (two [2] if not filled in) following the date of
 75 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
 76 similar agreement if required by Escrow; or (b) reach a written agreement on price and terms that will permit this transaction to continue. Seller and
 77 Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified in Section
 78 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
 79 understands that on termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms
 80 as Seller determines, in Seller's sole discretion.

81 **3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:
 82 (1) Not later than _____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided the
 83 Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
 84 information: (i) Buyer's name(s); (ii) Buyer's income(s); (iii) Buyer's social security number(s); (iv) the Property address; (v) an estimate of the value
 85 of the Property, and (vi) the loan amount sought.

Buyer Initials JK Date 2/16/22

Seller Initials _____ / _____ Date _____

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

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

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

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

110 **5.1 PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance
 111 that will be secured for the Property. Additionally, Lender may require proof of that insurance as a condition of a new loan.

112 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
 113 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
 114 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater is
 115 anticipated to rise during certain floods. The flood insurance premium for a particular property is based on the EC. Whether a property in a flood zone
 116 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is authorized
 117 by the local jurisdiction to certify elevation information. The costs and fees for an EC may range from a few hundred dollars to over a thousand.

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

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

CONTINGENCIES

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

Buyer Initials JK Date 1/10/22

Seller Initials ___/___ Date ___

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

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

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

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

153 **Select only one box below:**

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

157 Identify Invasive Inspections: none

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

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

162 Buyer will have 15 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections
163 and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection
164 reports to Seller unless requested by Seller; but if Seller requests all or a portion of a report during this transaction or within thirty (30) days
165 following termination, Buyer will promptly comply.

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

173 **Alternative Inspection Procedures:** Buyer has attached OREF 058 Professional Inspection Addendum to this Agreement.

Buyer Initials TK Date 2-16-22

Seller Initials ___/___ Date ___

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

181 *The selection above does not apply to OREF 081 Septic Onsite Sewage System or OREF 082 Private Well Addendum if attached to*

182 *this Sale Agreement.*

183 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No

184 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

185 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No

186 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

187 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS

188 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions involving vacant land.

189 **10. SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF 019 Vacant

190 Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property. The Disclosure

191 Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's answers are based solely

192 upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or tests. Notwithstanding receipt and

193 review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by using experts and specialists of Buyer's choice.

194 Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described in the Disclosure Addendum, Buyer shall have a right to

195 revoke their offer if timely given in writing to Seller within the defined Revocation Period, which shall commence on the first business day following its date of

196 delivery to Buyer. Unless waived below, until the Disclosure Addendum is delivered to Buyer with all relevant documents and information, the Revocation Period

197 does not commence. This means that a Buyer can revoke the transaction at any time until said delivery and the Revocation Period has expired, or the time of

198 closing, whichever first occurs.

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

CONDITION AND COMPONENTS OF THE PROPERTY

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

Buyer Initials TKI Date 2-16-22

Seller Initials _____ / _____ Date _____

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

229 Seller agrees to promptly Notify Buyer if, prior to Closing, Seller receives actual notice of any event or condition that could result in making any
230 previously disclosed material information relating to the Property substantially misleading or incorrect.

231 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:
232 none known (For more exceptions see Addendum _____).

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

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

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

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

256 **15. ADDITIONAL PROVISIONS:** Buyers 15 business days due diligence to include approvals from the City
257 of Warrenton to build on the existing foundation

258 _____
259 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

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

Buyer Initials TK Date 2-16-22

Seller Initials _____ / _____ Date _____

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

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

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

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

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

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

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

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

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

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

291 **20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this Agreement
 292 signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you determine the
 293 transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits until you receive written
 294 instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

295 **20.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but fails to furnish
 296 marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any condition which Buyer has
 297 made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer. However, acceptance by Buyer of the
 298 refund will not constitute a waiver of other legal remedies available to Buyer.

299 **20.3 EARNEST MONEY PAYMENT TO SELLER:** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate
 300 this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (1) Buyer has materially misrepresented Buyer's
 301 financial status; or (2) Buyer's bank does not pay, when presented, any check given as earnest money or fails to timely make a wire transfer for Buyer's earnest
 302 money; or (3) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The parties expressly agree Seller's economic
 303 and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible
 304 to ascertain with any certainty, that the Deposits identified in this Agreement are a fair, reasonable, and appropriate estimate of those damages, and represent
 305 a binding liquidated sum, not a penalty.

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

Buyer Initials JA Date 2-16-22

Seller Initials ____/____ Date ____

309 **21.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before 03/15/2022 (the "Closing Deadline"). Buyer and
 310 Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow prior to that date.

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

312 **21.2 THE CLOSING DISCLOSURE:** Pursuant to TRID (defined in Section 7 – Title Insurance), Buyer and Seller will each receive a "Closing Disclosure" which,
 313 among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential loan borrower at least three
 314 (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which Buyer signs the loan documents. Under
 315 certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule.
 316 **Such a delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.**

317 **21.3 NOTICE REGARDING TITLE INSURANCE COSTS:** The manner in which TRID requires title insurance costs to be disclosed differs from the actual costs
 318 that may be charged to the parties under Oregon law. In such instances, at Closing, Escrow may issue a separate statement showing the actual costs for an
 319 owner's policy of title insurance and, where applicable, the lender's policy of title insurance. **Seller and Buyer are encouraged to discuss this with Escrow**
 320 **prior to Closing.**

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

326 **23. POSSESSION:** Possession of the Property will be delivered by Seller to Buyer (*select one*):
 327 by 5:00 p.m. on the date of Closing;
 328 by _____ a.m. p.m. _____ days after Closing;
 329 by _____ a.m. p.m. on (*insert date*) _____;
 330 Seller will remove all of Seller's personal property (including trash), prior to Closing.

TAXES

331 **24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if
 332 Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by executing and delivering
 333 any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

334 **24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a portion
 335 of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign person"
 336 is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

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

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

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

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

Buyer Initials JK Date 2-16-22

Seller Initials _____ / _____ Date _____

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

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

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

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

DEFINITIONS/MISCELLANEOUS

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

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

Buyer Initials TK Date 2-16-22

Seller Initials ___/___ Date ___

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

DISPUTE RESOLUTION

416 **30. FILING OF CLAIMS:** All claims, controversies, and disputes between Seller, Buyer, Agents, and/or Firms, relating to the enforcement or

417 interpretation of this Sale Agreement (including those for rescission), as well as those relating to the validity or scope of the Sale Agreement, and all

418 matters concerning the jurisdiction of the arbitrator(s) and/or Arbitration Service of Portland, to hear and decide questions of arbitrability (collectively,

419 "Claims"), will be exclusively resolved in accordance with the procedures in this Agreement, which will survive Closing or earlier termination of this

420 transaction. All Claims will be governed exclusively by Oregon law, and venue will be placed in the county where the Property is situated. Filing a Claim for

421 arbitration will be treated the same as filing in court for purposes of meeting any applicable statute of limitations or statute of ultimate repose, and for

422 purposes of filing a *lis pendens*.

423 *By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the constitutional right to have Claims*

424 *tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.*

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

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

434 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of the

435 county in which the Property is located will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum.

436 Notwithstanding ORS 46.455(3), neither Buyer nor Seller will have a right to request a jury trial and so remove the matter from the Small Claims

437 Department of the Circuit Court. A judgment in Small Claims Court is final and binding and there is no right of appeal.

438 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of

439 REALTORS®, all Claims will be submitted to mediation as offered by the local REALTOR® Association, if available. If mediation is not available

Buyer Initials JK Date 2-16-22

Seller Initials ___/___ Date ___

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

446 **32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance with
 447 the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable, the
 448 prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in that
 449 section.

SIGNATURE INSTRUCTIONS

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

455 Deed or contract will be prepared in the name of Kindred Fisheries

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

458 This offer will automatically expire on (insert date) 02/23/2022 at 6:00 a.m. p.m. (the "Offer Deadline"). If not accepted by that time, Buyer
 459 may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted by Seller only in
 460 writing.

461 Buyer Tim Kindred Date 2-16-22 _____ a.m. _____ p.m. ←
 462 Buyer _____ Date _____ a.m. _____ p.m. ←

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

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

469 Seller _____ Date _____ a.m. _____ p.m. ←
 470 Seller _____ Date _____ a.m. _____ p.m. ←

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

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

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

478 Seller _____ Date _____ a.m. _____ p.m. ←
 479 Seller _____ Date _____ a.m. _____ p.m. ←

Buyer Initials TK1 Date 2-16-22

Seller Initials _____ / _____ Date _____

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AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Dawne Shaw, City Recorder

DATE: February 22, 2022

SUBJ: Adoption of 2022 City Commission Goals

SUMMARY

At a February 4, 2022, work session the City Commission discussed their goals for 2022. Staff has prepared a resolution for their adoption. Resolution No. 2621 formally adopts the 2022 City Commission goals as follows:

1. Research and Pursue Revenue Growth/Opportunities
2. Improve Efficiency by Meeting Staffing Needs
3. Finish the Unfinished
4. Improve Emergency Readiness

RECOMMENDATION/SUGGESTED MOTION

I move to approve Resolution No. 2621; A Resolution of the City Commission of the City of Warrenton, Adopting 2022 City Commission Goals.

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Budget Accordingly

Approved by City Manager:

A handwritten signature in black ink, reading "Luke Engelson", is written over a horizontal line. The signature is enclosed within a black rectangular box.

RESOLUTION NO. 2595

Introduced by All Commissioners

A Resolution of the City Commission of the City of Warrenton, Oregon

Adopting 2022 City Commission Goals

WHEREAS, the Warrenton City Commission met in a work session on February 4, 2022 to discuss goals to guide budgeting and staff priorities; and

WHEREAS, the City Commission and City presented its goals at its February 22, 2022 meeting and requested to adopt them by formal resolution; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Warrenton hereby adopts the following goals for 2022:

1. Research and Pursue Revenue Growth/Opportunities
2. Improve Efficiency by Meeting Staffing Needs
3. Finish the Unfinished
4. Improve Emergency Readiness

Adopted by the City Commission of the City of Warrenton this 22nd day of February 2022.

This resolution shall take effect immediately upon its passage.

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Linda Engbretson, City Manager
DATE: February 22, 2022, Meeting
SUBJ: LEASED PROPERTY – SKIPANON MARINE AND RV

SUMMARY

Richard and Jan Kelly, dba Skipanon Marine and RV have approached the City to advise they are considering the sale of their business/building, located at 69 NE Heron Avenue in Warrenton. They are seeking the City's written consent as required in Section 12 of the *Restated Commercial Lease* dated July 28, 2015 (attached). The current lease ends December 31, 2022. For land lease purposes, the property was appraised in 2019 with an annual recommended rent of \$24,036 (\$2,003 mo.). We currently collect \$995 a month, or \$11,940 a year for the property. The original lease was set for a term of 30 years, beginning in 1992. The City did not appraise the property for consideration of sale. Its current RMV as listed by the County Assessor is \$200,160 for land value. Consideration of any sale of the underlying property would need to be referred to the voters.

The Kelly's have not engaged in any negotiations at this point. Legal Counsel has been consulted to advise on requirements of consent. The lease states: "*Landlord shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable. In determining whether to consent to assignment, Landlord may consider the following factors: financial ability of assignee; business experience of assignee; and the proposed use of the premises.*"

RECOMMENDATION/SUGGESTED MOTION


"I move to authorize the City Manager to provide notice to the Kelly's, dba Skipanon Marine and RV of City consent to move forward with appropriate disposal of their business, with the recommendation of Warrenton's legal counsel for determining final consent."

ALTERNATIVE

Other action as deemed appropriate by the City Commission

FISCAL IMPACT

Lease currently provides a \$995 monthly lease income to the Warrenton Marina Fund. Proposal will likely increase monthly income.

Approved by City Manager:  _____

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

RESTATED COMMERCIAL LEASE

**City of Warrenton,
a municipal corporation of the State of Oregon**

AND

**RICHARD J. KELLY and JEANETTE M. KELLY,
husband and wife,
d/b/a SKIPANON MARINE & RV SUPPLY**

~~June~~ 28, 2015,

July

SNOW & SNOW
ATTORNEYS AT LAW
P.O. BOX 508
801 COMMERCIAL STREET
ASTORIA, OREGON 97103

TELEPHONE (503) 325-2511

FAX (503) 325-6453

4F 4 - 8-6-15

TABLE OF CONTENTS

RESTATED COMMERCIAL LEASE 1

Section 1. Occupancy 1

 1.1 Original Term 1

 1.2 Possession 1

Section 2. Rent 1

 2.1 Base Rent 1

 2.3 Additional Rent 2

 2.4 Late Payment Penalty 2

Section 3. Use of the Premises 2

 3.1 Permitted Use 2

 3.2 Restrictions on Use 2

Section 4. Repairs and Maintenance 4

 4.1 Landlord's Obligations 4

 4.2 Tenant's Obligations 4

 4.3 Inspection of Premises 4

Section 5. Alterations 4

 5.1 Alterations Prohibited 4

 5.2 Alterations Required 5

 5.3 Ownership and Removal of Alterations 5

 5.4 Waiver 5

Section 6. Insurance 5

 6.1 Insurance Required 5

 6.2 Waiver of Subrogation 5

Section 7. Taxes; Utilities 5

 7.1 Property Taxes 5

 7.2 Special Assessments 5

 7.3 Contest of Taxes 5

 7.4 Proration of Taxes 5

 7.5 New Charges or Fees 6

 7.6 Payment of Utilities Charges 6

Section 8. Damage and Destruction 6

 8.1 Partial Damage 6

 8.2 Destruction 6

 8.3 Rent Abatement 6

 8.4 Damage Late in Term 6

Section 9. Eminent Domain 6

 9.1 Partial Taking 6

 9.2 Total Taking 7

 9.3 Sale in Lieu of Condemnation 7

| | | |
|-------------|------------------------------------|----|
| Section 10. | Liability and Indemnity | 7 |
| 10.1 | Liens | 7 |
| 10.2 | Indemnification | 7 |
| 10.3 | Liability Insurance | 8 |
| Section 11. | Quiet Enjoyment; Mortgage Priority | 8 |
| 11.1 | Landlord's Warranty | 8 |
| 11.2 | Estoppel Certificate | 8 |
| Section 12. | Assignment and Subletting | 8 |
| Section 13. | Default | 8 |
| 13.1 | Default in Rent | 8 |
| 13.2 | Default in Other Covenants | 8 |
| 13.3 | Insolvency | 9 |
| 13.4 | Abandonment | 9 |
| Section 14. | Remedies on Default | 9 |
| 14.1 | Termination | 9 |
| 14.2 | Reletting | 9 |
| 14.3 | Damages | 9 |
| 14.4 | Right to Sue More than Once | 10 |
| 14.5 | Landlord's Right to Cure Defaults | 10 |
| 14.6 | Remedies Cumulative | 10 |
| Section 15. | Surrender at Expiration | 10 |
| 15.1 | Condition of Premises | 10 |
| 15.2 | Fixtures | 10 |
| 15.3 | Holdover | 10 |
| 15.4 | For Sale and Rent Signs. | 11 |
| Section 16. | Miscellaneous | 11 |
| 16.1 | Nonwaiver | 11 |
| 16.2 | Attorney Fees | 11 |
| 16.3 | Notices | 11 |
| 16.4 | Succession | 11 |
| 16.5 | Recordation | 11 |
| 16.6 | Entry for Inspection | 11 |
| 16.7 | Interest on Rent and Other Charges | 11 |
| 16.8 | Proration of Rent | 12 |
| 16.9 | Time of Essence | 12 |
| 16.10 | Legal Representation | 12 |
| Section 17. | Arbitration | 12 |
| 17.1 | Disputes to Be Arbitrated | 12 |
| 17.2 | Procedure for Arbitration | 12 |
| SIGNATURES | | 12 |

RESTATED COMMERCIAL LEASE

Date: ~~June~~ ^{July} 28, 2015

Between: City of Warrenton, a municipal corporation ("Landlord")
of the State of Oregon
P.O. BOX 250
WARRENTON, OREGON 97146

And: RICHARD J. KELLY and JEANETTE M. KELLY, ("Tenant")
husband and wife, dba SKIPANON MARINE & RV SUPPLY
69 NE Heron
Warrenton, Oregon 97146

This Lease is being restated to add additional property (Parcel 2) to the Lease, therefore, Landlord leases to Tenant and Tenant leases from Landlord the following described property (the "Premises") and as shown on the attached survey map drawing, on the terms and conditions stated below:

Parcel 1: Lots 1 through 4, Block 16, East Warrenton, City of Warrenton, County of Clatsop, State of Oregon.

Parcel 2: Beginning at the Southwest corner of Block 23, in the plat of First Extension of East Warrenton, in the City of Warrenton, Oregon;

Thence N 00° 11' West along the East boundary of said Block 23 distance of 40.50 feet;

Thence N 52° 33' West 6.31 feet;

Thence S 88° 05' West 101.00 feet;

Thence S 54° 10' West 71.70 feet;

Thence S 59° 17' East 56.00 feet;

Thence S 72° 43' East 21.50 feet;

Thence S 83° 08' East 90.00 feet;

Thence N 70° 14' East 6.72 feet to an intersection with the southerly project of the East boundary of said Block 23;

Thence N 00° 11' West along the projection 44.50 feet to the point of beginning.

All being situated in the City of Warrenton, County of Clatsop, State of Oregon. Containing 11, 076 square feet.

Section 1. Occupancy

1.1 Original Term. The term of this Lease commenced on January 1, 1992, on Parcel 1 and continues through December 31, 2022, for both Parcels 1 and 2, unless sooner terminated as hereinafter provided.

1.2 Possession. Tenant's right to possession and obligations under the lease for Parcel 1 commenced on January 1, 1992, and for Parcel 2 effective ~~March~~ ^{August} 1, 2015. *(Jmg)*

Section 2. Rent

2.1 Base Rent. Rent shall be payable on the first day of each month in advance at such place as may be designated by Landlord. During the Lease, Tenant shall pay to Landlord base rent as follows:

X

Commencing ^{Aug} March 1, 2015 through December 31, 2015, the sum of \$835.00 per month; and, Commencing January 1, 2016 through December 31, 2022 the sum of \$995.00 per month.

2.3 Additional Rent. All taxes, insurance costs, utility charges that Tenant is required to pay by this Lease, and any other sum that Tenant is required to pay to Landlord or third parties shall be additional rent.

2.4 Late Payment Penalty. In the event Tenant fails to make any payment within 30 days after it is due, Landlord may elect to impose a late charge not to exceed 5% of the installment, in addition to and not in lieu of any and all other rights and remedies available to Landlord. Demand or acceptance by Landlord of such a late charge by Landlord shall not cure or waive Tenant's default.

Section 3. Use of the Premises

3.1 Permitted Use. The Premises shall be used for the RV servicing business, storage and vending of commercial marine and recreational vehicle parts, and for no other purpose without the consent of Landlord, which consent shall not be withheld unreasonably. If this use is prohibited by law or governmental regulation, this lease shall terminate.

3.2 Restrictions on Use. In connection with the use of the Premises, Tenant shall:

(1) Conform to all applicable laws and regulations of any public authority affecting the premises and the use, and correct at Tenant's own expense any failure of compliance created through Tenant's fault or by reason of Tenant's use, but Tenant shall not be required to make any structural changes to effect such compliance unless such changes are required because of Tenant's specific use.

(2) Refrain from any activity that would make it impossible to insure the Premises against casualty, would increase the insurance rate, or would prevent Landlord from taking advantage of any ruling of the Oregon Insurance Rating Bureau, or its successor, allowing Landlord to obtain reduced premium rates for long-term fire insurance policies, unless Tenant pays the additional cost of the insurance.

(3) Refrain from any use that would be reasonably offensive to other tenants or owners or users of neighboring premises or that would tend to create a nuisance or damage the reputation of the premises.

(4) Refrain from loading the electrical system or floors beyond the point considered safe by a competent engineer or architect selected by Landlord.

(5) Refrain from making any marks on or attaching any sign, insignia, antenna, aerial, or other device to the exterior or interior walls, windows, or roof of the premises without the written consent of Landlord.

(6) Tenant may store Hazardous Substances on the Premises only in quantities necessary to satisfy Tenant's reasonably anticipated needs. Tenant shall comply with all Environmental Laws and exercise the highest degree of care in the use, handling, and storage of Hazardous Substances and shall take all practicable measures to minimize the quantity and toxicity of Hazardous Substances used, handled, or stored on the Premises. Upon the expiration or termination of this Lease, Tenant shall remove all Hazardous Substances from the Premises. The term Environmental Law shall mean any federal, state, or local statute, regulation, or ordinance or any judicial or other governmental order

pertaining to the protection of health, safety or the environment. The term Hazardous Substance shall mean any hazardous, toxic, infectious or radioactive substance, waste, and material as defined or listed by any Environmental Law and shall include, without limitation, petroleum oil and its fractions. The term "Hazardous Substance" shall also mean any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection Legal Requirements, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by the United States Environmental Protection Agency (40 CFR pt 302). Tenant acknowledges that the term Legal Requirements includes but is not limited to all environmental protection laws such as the Comprehensive Environmental Response, Compensation and Liability Act (42 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC §6901 et seq.), the Federal Water Pollution Control Act (33 USC §1257 et seq.), and the Clean Air Act (42 USC §2001 et seq.).

(7) Tenant shall not use or occupy, or permit or suffer all or any part of the Premises or the Improvements to be used or occupied (1) for any unlawful or illegal business, use, or purpose, (2) in any such manner to constitute a nuisance of any kind, or (3) for any purpose or in any way in violation of the certificate of occupancy, or of any Legal Requirements, including but not limited to Legal Requirements respecting Hazardous Substances, or (4) for any business, use, or purpose deemed disreputable.

(8) Tenant shall observe and comply with all conditions and requirements necessary to preserve and extend any and all rights, licenses, permits (including but not limited to zoning variances, special exceptions, and nonconforming uses), privileges, franchises, and concessions that now apply to the Premises or that have been granted to or contracted for by Landlord or Tenant in connection with any existing or presently contemplated use of the Premises or the Improvements. Tenant, at Tenant's expense, shall also comply with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, county, and municipal authorities pertaining to Tenant's use of the Property, and with all recorded covenants, conditions, and restrictions, regardless of when they become effective. These include, without limitation, any required alteration of the Property because of Tenant's specific use, and all applicable federal, state, local laws, regulations, or ordinances pertaining to air and water quality, Hazardous Materials as defined herein, waste disposal, air emissions and other environmental matters, and all zoning and other land use matters.

(9) Tenant shall not suffer or permit the Premises or the Improvements or any portion to be used by the public, as such, without restriction or in such manner as might reasonably tend to impair Landlord's title to the Premises or Improvements or any portion, or in such manner as might reasonably make possible a claim or claims of adverse usage, adverse possession, or prescription by the public, as such, or of implied dedication, of the Premises or Improvements or any portion. Tenant acknowledges that Landlord does not consent, expressly or by implication, to the unrestricted use or possession of the whole or any portion of the Premises or Improvements by the public, as such.

(10) Landlord and Tenant agree that if and when any governmental or any other public authority requires the execution and delivery of any instrument to evidence or consummate the dedication of any street adjoining the Premises and/or if and when any governmental or any other public authority or any public utility company requires the execution and delivery of any rights of way, easements, and grants in, over, and along any such streets or in, over, under, or through the Premises (except any that may run under the Improvements) for the purpose of providing water, gas, steam, electricity, telephone, storm and sanitary sewer, or any other necessary or desirable service or facility for the benefit of the Premises or the Improvements, then both parties, without cost to either party, will execute, acknowledge, and deliver any such instrument or document as may be required.

(11) Tenant shall not cause or permit any Hazardous Substance to be brought upon, kept, or used in or about, spilled, leaked, disposed of, or otherwise released on or under the Premises by Tenant, Tenant's agents, employees, contractors, or invitees without the prior written consent of Landlord, which shall not be unreasonably withheld as long as Tenant demonstrates to Landlord's reasonable satisfaction that such Hazardous Material is necessary or useful to Tenant's business and will be used, kept, and stored in a manner that complies with all laws regulating any such Hazardous Materials brought upon or used or kept in or about the Property. Tenant may use or otherwise handle on the Premises only those Hazardous Substances typically used or sold in the prudent and safe operation of the business specified in Section 3.1.

(12) Tenant shall indemnify, defend, and hold Landlord harmless from any and all claims, judgments, damages, penalties, fines, costs, liabilities, or losses (including without limitation, diminution in value of the Property, damages for the loss or restriction on use or rent of the Property, damages arising from any adverse impact on marketing of the Property, and sums paid in settlement of claims, attorney fees, consultant fees, and expert fees) that arise during or after the lease term due to contamination by Hazardous Materials as a result of Tenant's use or activities or of Tenant's agents or contractors. This indemnification of Landlord by Tenant includes, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state, or local governmental agency or political subdivision because of Hazardous Materials present in the soil or groundwater or under the Property. Without limiting the foregoing, if the presence of any Hazardous Material on the Property caused or permitted by Tenant or Tenant's agents or contractor results in any contamination of the Property, Tenant shall promptly take all actions at Tenant's sole expense as are necessary to return the Property to the condition existing prior to the release of any such Hazardous Material onto the Property, provided that Landlord's approval of such action shall first be obtained, and approval shall not be unreasonably withheld, as long as such actions would not potentially have any material adverse long-term or short-term effect on the Property. The foregoing indemnity shall survive the expiration or earlier termination of this Lease.

Section 4. Repairs and Maintenance

4.1 Landlord's Obligations. Landlord shall be under no obligation to make or perform any repairs, maintenance, replacements, alterations, or improvements on the Premises.

4.2 Tenant's Obligations. Tenant, at its expense, shall keep the Premises in first-class repair, operating condition, working order, and appearance.

4.3 Inspection of Premises. Landlord shall have the right to inspect the Premises at any reasonable time or times to determine the necessity of repair. Whether or not such inspection is made, the duty of Landlord to make repairs shall not mature until a reasonable time after Landlord has received from Tenant written notice of the repairs that are required.

Section 5. Alterations

5.1 Alterations Prohibited. Tenant shall make no improvements or alterations on the Premises of any kind without first obtaining Landlord's written consent. All alterations shall be made in a good and workmanlike manner, and in compliance with applicable laws and building codes. As used herein, "alterations" includes the installation of computer and telecommunications wiring, cables, and conduit.

5.2 Alterations Required. The improvements and alterations delineated on the work sheet attached to and made a part of this lease shall be performed by the party designated and within the time stated in the work sheet.

5.3 Ownership and Removal of Alterations. All improvements and alterations performed on the Premises by either Landlord or Tenant shall be the property of Landlord when installed unless the applicable Landlord's consent or work sheet specifically provides otherwise. Improvements and alterations installed by Tenant shall, at Landlord's option, be removed by Tenant and the premises restored unless the applicable Landlord's consent specifically provides otherwise.

5.4 Waiver. Landlord may condition its consent to installation of a work of visual art in the Premises, as defined in the Visual Artists Rights Act of 1990 (VARA) at 17 USC §101, on Tenant's delivery to Landlord of a written waiver of moral rights under the VARA executed by the artist and to be executed by Landlord acknowledging that the work may be subject to destruction upon removal.

Section 6. Insurance

6.1 Insurance Required. Tenant shall keep the Premises insured at Tenant's expense against fire and other risks covered by a standard fire insurance policy with an endorsement for extended coverage. Tenant shall bear the expense of any insurance insuring the personal property of Tenant on the Premises against such risks but shall not be required to insure.

6.2 Waiver of Subrogation. Neither party shall be liable to the other (or to the other's successors or assigns) for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement, and in the event of insured loss, neither party's insurance company shall have a subrogated claim against the other. This waiver shall be valid only if the insurance policy in question expressly permits waiver of subrogation or if the insurance company agrees in writing that such a waiver will not affect coverage under the policies. Each party agrees to use best efforts to obtain such an agreement from its insurer if the policy does not expressly permit a waiver of subrogation.

Section 7. Taxes; Utilities

7.1 Property Taxes. Tenant shall pay as due all taxes on all real property and its personal property located on the Premises. Tenant shall pay as due all real property taxes and special assessments levied against the Premises. As used herein, real property taxes includes any fee or charge relating to the ownership, use, or rental of the Premises, other than taxes on the net income of Landlord or Tenant.

7.2 Special Assessments. If an assessment for a public improvement is made against the Premises, Landlord may elect to cause such assessment to be paid in installments, in which case all of the installments payable with respect to the lease term shall be treated the same as general real property taxes for purposes of Section 7.1.

7.3 Contest of Taxes. Tenant shall be permitted to contest the amount of any tax or assessment as long as such contest is conducted in a manner that does not cause any risk that Landlord's interest in the Premises will be foreclosed for nonpayment.

7.4 Proration of Taxes. Tenant's share of real property taxes and assessments for the years in which this lease commences or terminates shall be prorated based on the portion of the tax year that this lease is in effect.

7.5 New Charges or Fees. If a new charge or fee relating to the ownership or use of the Premises or the receipt of rental therefrom or in lieu of property taxes is assessed or imposed, then, to the extent permitted by law, Tenant shall pay such charge or fee. Tenant, however, shall have no obligation to pay any income, profits, or franchise tax levied on the net income derived by Landlord from this lease.

7.6 Payment of Utilities Charges. Tenant shall pay when due all charges for services and utilities incurred in connection with the use, occupancy, operation, and maintenance of the Premises, including (but not limited to) charges for fuel, water, gas, electricity, sewage disposal, power, refrigeration, air conditioning, telephone, and janitorial services. If any utility services are provided by or through Landlord, charges to Tenant shall be comparable with prevailing rates for comparable services. If the charges are not separately metered or stated, Landlord shall apportion the charges on an equitable basis, and Tenant shall pay its apportioned share on demand.

Section 8. Damage and Destruction

8.1 Partial Damage. If the Premises are partly damaged and Section 8.2 does not apply, the Premises shall be repaired by Landlord at Landlord's expense. Repairs shall be accomplished with all reasonable dispatch subject to interruptions and delays from labor disputes and matters beyond the control of Landlord and shall be performed in accordance with the provisions of Section 4.3.

8.2 Destruction. If the Premises are destroyed or damaged such that the cost of repair exceeds 75% of the value of the structure before the damage, either party may elect to terminate the lease as of the date of the damage or destruction by notice given to the other in writing not more than 45 days following the date of damage. In such event all rights and obligations of the parties shall cease as of the date of termination, and Tenant shall be entitled to the reimbursement of any prepaid amounts paid by Tenant and attributable to the anticipated term. If neither party elects to terminate, Landlord shall proceed to restore the Premises to substantially the same form as prior to the damage or destruction. Work shall be commenced as soon as reasonably possible and thereafter shall proceed without interruption except for work stoppages on account of labor disputes and matters beyond Landlord's reasonable control. If Landlord elects not to restore the premises, Landlord shall notify the Tenant within 90 days of the date of damage and then this Lease shall terminate in the same manner as if either party had elected to terminate.

8.3 Rent Abatement. Rent shall be abated during the repair of any damage to the extent the premises are untenantable, except that there shall be no rent abatement where the damage occurred as the result of the fault of Tenant.

8.4 Damage Late in Term. If damage or destruction to which Section 8.2 would apply occurs within one year before the end of the then-current lease term, Tenant may elect to terminate the lease by written notice to Landlord given within 30 days after the date of the damage. Such termination shall have the same effect as termination by Landlord under Section 8.2.

Section 9. Eminent Domain

9.1 Partial Taking. If a portion of the Premises is condemned and Section 9.2 does not apply, the lease shall continue on the following terms:

(1) Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

(2) Landlord shall proceed as soon as reasonably possible to make such repairs and alterations to the Premises as are necessary to restore the remaining Premises to a condition as comparable as reasonably practicable to that existing at the time of the condemnation.

(3) After the date on which title vests in the condemning authority or an earlier date on which alterations or repairs are commenced by Landlord to restore the balance of the Premises in anticipation of taking, the rent shall be reduced in proportion to the reduction in value of the Premises as an economic unit on account of the partial taking.

(4) If a portion of Landlord's property not included in the Premises is taken, and severance damages are awarded on account of the Premises, or an award is made for detriment to the Premises as a result of activity by a public body not involving a physical taking of any portion of the Premises, this shall be regarded as a partial condemnation to which Sections 9.1(1) and 9.1(3) apply, and the rent shall be reduced to the extent of reduction in rental value of the Premises as though a portion had been physically taken.

9.2 Total Taking. If a condemning authority takes all of the Premises or a portion sufficient to render the remaining premises reasonably unsuitable for the use that Tenant was then making of the premises, the lease shall terminate as of the date the title vests in the condemning authorities. Such termination shall have the same effect as a termination under Section 8.2. Landlord shall be entitled to all of the proceeds of condemnation, and Tenant shall have no claim against Landlord as a result of the condemnation.

9.3 Sale in Lieu of Condemnation. Sale of all or part of the premises to a purchaser with the power of eminent domain in the face of a threat or probability of the exercise of the power shall be treated for the purposes of this Section as a taking by condemnation.

Section 10. Liability and Indemnity

10.1 Liens

(1) Except with respect to activities for which Landlord is responsible, Tenant shall pay as due all claims for work done on and for services rendered or material furnished to the Premises, and shall keep the Premises free from any liens. If Tenant fails to pay any such claims or to discharge any lien, Landlord may do so and collect the cost as additional rent. Any amount so added shall bear interest at the rate of 9% per annum from the date expended by Landlord and shall be payable on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default.

(2) Tenant may withhold payment of any claim in connection with a good-faith dispute over the obligation to pay, as long as Landlord's property interests are not jeopardized. If a lien is filed as a result of nonpayment, Tenant shall, within 10 days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or sufficient corporate surety bond or other surety satisfactory to Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees, and other charges that could accrue as a result of a foreclosure or sale under the lien.

10.2 Indemnification. Tenant shall indemnify and defend Landlord from any claim, loss, or liability arising out of or related to any activity of Tenant on the Premises or any condition of the Premises in the possession or under the control of Tenant including any such claim, loss, or liability that may be caused or contributed to in whole or in part by Landlord's own negligence or failure to effect any repair

or maintenance required by this Lease. Landlord shall have no liability to Tenant for any injury, loss, or damage caused by third parties, or by any condition of the Premises.

10.3 Liability Insurance. Before going into possession of the Premises, Tenant shall procure and thereafter during the term of the lease shall continue to carry the following insurance at Tenant's cost: comprehensive general liability insurance in a responsible company with limits of not less than \$500,000 for injury to one person, \$1,000,000 for injury to two or more persons in one occurrence, and \$500,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Tenant's activities on or any condition of the premises whether or not related to an occurrence caused or contributed to by Landlord's negligence. Such insurance shall protect Tenant against the claims of Landlord on account of the obligations assumed by Tenant under Section 10.2, and shall name Landlord as an additional insured. Certificates evidencing such insurance and bearing endorsements requiring 10 days' written notice to Landlord prior to any change or cancellation shall be furnished to Landlord prior to Tenant's occupancy of the property.

Section 11. Quiet Enjoyment; Mortgage Priority

11.1 Landlord's Warranty. Landlord warrants that it is the owner of the Premises and has the right to lease them. Landlord will defend Tenant's right to quiet enjoyment of the Premises from the lawful claims of all persons during the lease term.

11.2 Estoppel Certificate. Either party will, within 20 days after notice from the other, execute and deliver to the other party a certificate stating whether or not this Lease has been modified and is in full force and effect and specifying any modifications or alleged breaches by the other party. The certificate shall also state the amount of monthly base rent, the dates to which rent has been paid in advance, and the amount of any security deposit or prepaid rent. Failure to deliver the certificate within the specified time shall be conclusive upon the party from whom the certificate was requested that the lease is in full force and effect and has not been modified except as represented in the notice requesting the certificate.

Section 12. Assignment and Subletting

No part of the Premises may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of Landlord. This provision shall apply to all transfers by operation of law. If Tenant is a corporation or partnership, this provision shall apply to any transfer of a majority voting interest in stock or partnership interest of Tenant. No consent in one instance shall prevent the provision from applying to a subsequent instance. Landlord shall not unreasonably delay consent and shall give consent under circumstances where withholding it shall be unreasonable. In determining whether to consent to assignment Landlord may consider the following factors: financial ability of assignee; business experience of assignee; and the proposed use of the Premises.

Section 13. Default

The following shall be events of default:

13.1 Default in Rent. Failure of Tenant to pay any rent or other charge within 10 days after written notice that it is due.

13.2 Default in Other Covenants. Failure of Tenant to comply with any term or condition or fulfill any obligation of the lease (other than the payment of rent or other charges) within 20 days after

written notice by Landlord specifying the nature of the default with reasonable particularity. If the default is of such a nature that it cannot be completely remedied within the 20-day period, this provision shall be complied with if Tenant begins correction of the default within the 20-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

13.3 Insolvency. Insolvency of Tenant; an assignment by Tenant for the benefit of creditors; the filing by Tenant of a voluntary petition in bankruptcy; an adjudication that Tenant is bankrupt or the appointment of a receiver of the properties of Tenant; the filing of any involuntary petition of bankruptcy and failure of Tenant to secure a dismissal of the petition within 30 days after filing; attachment of or the levying of execution on the leasehold interest and failure of Tenant to secure discharge of the attachment or release of the levy of execution within 10 days shall constitute a default. If Tenant consists of two or more individuals or business entities, the events of default specified in this Section shall apply to each individual unless within 10 days after an event of default occurs, the remaining individuals produce evidence satisfactory to Landlord that they have unconditionally acquired the interest of the one causing the default. If the lease has been assigned, the events of default so specified shall apply only with respect to the one then exercising the rights of Tenant under the lease.

13.4 Abandonment. Failure of Tenant for ten (10) days or more to occupy the Premises for one or more of the purposes permitted under this Lease, unless such failure is excused under other provisions of this Lease.

Section 14. Remedies on Default

14.1 Termination. In the event of a default the lease may be terminated at the option of Landlord by written notice to Tenant. Whether or not the lease is terminated by the election of Landlord or otherwise, Landlord shall be entitled to recover damages from Tenant for the default, and Landlord may reenter, take possession of the premises, and remove any persons or property by legal action or by self-help with the use of reasonable force and without liability for damages and without having accepted a surrender.

14.2 Reletting. Following reentry or abandonment, Landlord may relet the Premises and in that connection may make any suitable alterations or refurbish the Premises, or both, or change the character or use of the Premises, but Landlord shall not be required to relet for any use or purpose other than that specified in the lease or which Landlord may reasonably consider injurious to the Premises, or to any tenant that Landlord may reasonably consider objectionable. Landlord may relet all or part of the Premises, alone or in conjunction with other properties, for a term longer or shorter than the term of this Lease, upon any reasonable terms and conditions, including the granting of some rent-free occupancy or other rent concession.

14.3 Damages. In the event of termination or retaking of possession following default, Landlord shall be entitled to recover immediately, without waiting until the due date of any future rent or until the date fixed for expiration of the lease term, the following amounts as damages:

(1) The loss of rental from the date of default until a new tenant is, or with the exercise of reasonable efforts could have been, secured and paying out.

(2) The reasonable costs of reentry and reletting including without limitation the cost of any cleanup, refurbishing, removal of Tenant's property and fixtures, costs incurred under Section 14.5, or any other expense occasioned by Tenant's default including but not limited to, any remodeling or repair costs, attorney fees, court costs, broker commissions, and advertising costs.

(3) Any excess of the value of the rent and all of Tenant's other obligations under this Lease over the reasonable expected return from the premises for the period commencing on the earlier of the date of trial or the date the premises are relet, and continuing through the end of the term. The present value of future amounts will be computed using a discount rate equal to the prime loan rate of major Oregon banks in effect on the date of trial.

14.4 Right to Sue More than Once. Landlord may sue periodically to recover damages during the period corresponding to the remainder of the lease term, and no action for damages shall bar a later action for damages subsequently accruing.

14.5 Landlord's Right to Cure Defaults. If Tenant fails to perform any obligation under this Lease, Landlord shall have the option to do so after 30 days' written notice to Tenant. All of Landlord's expenditures to correct the default shall be reimbursed by Tenant on demand with interest at the rate of 9% annum from the date of expenditure by Landlord. Such action by Landlord shall not waive any other remedies available to Landlord because of the default.

14.6 Remedies Cumulative. The foregoing remedies shall be in addition to and shall not exclude any other remedy available to Landlord under applicable law.

Section 15. Surrender at Expiration

15.1 Condition of Premises. Upon expiration of the lease term or earlier termination on account of default, Tenant shall deliver all keys to Landlord and surrender the Premises in first-class condition and broom clean. Alterations constructed by Tenant with permission from Landlord shall not be removed or restored to the original condition unless the terms of permission for the alteration so require. Depreciation and wear from ordinary use for the purpose for which Premises are leased shall be excepted but repairs for which Tenant is responsible shall be completed to the latest practical date prior to such surrender. Tenant's obligations under this section shall be subordinate to the provisions of Section 9 relating to destruction.

15.2 Fixtures

(1) All fixtures placed upon the Premises during the term, other than Tenant's trade fixtures, shall, at Landlord's option, become the property of Landlord. If Landlord so elects, Tenant shall remove any or all fixtures that would otherwise remain the property of Landlord, and shall repair any physical damage resulting from the removal. If Tenant fails to remove such fixtures, Landlord may do so and charge the cost to Tenant with interest at the legal rate from the date of expenditure.

(2) Prior to expiration or other termination of the lease term Tenant shall remove all furnishings, furniture, and trade fixtures that remain its property. If Tenant fails to do so, this shall be an abandonment of the property, and Landlord may retain the property and all rights of Tenant with respect to it shall cease or, by notice in writing given to Tenant within 20 days after removal was required, Landlord may elect to hold Tenant to its obligation of removal. If Landlord elects to require Tenant to remove, Landlord may effect a removal and place the property in public storage for Tenant's account. Tenant shall be liable to Landlord for the cost of removal, transportation to storage, and storage, with interest at the legal rate on all such expenses from the date of expenditure by Landlord.

15.3 Holdover

(1) If Tenant does not vacate the Premises at the time required, Landlord shall have the option to treat Tenant as a tenant from month to month, subject to all of the provisions of this Lease except the provisions for term and renewal and at a rental rate equal to 150 percent of the rent last paid by Tenant

during the original term, or to eject Tenant from the Premises and recover damages caused by wrongful holdover. Failure of Tenant to remove fixtures, furniture, furnishings, or trade fixtures that Tenant is required to remove under this Lease shall constitute a failure to vacate to which this Section shall apply if the property not removed will substantially interfere with occupancy of the Premises by another tenant or with occupancy by Landlord for any purpose including preparation for a new tenant.

(2) If a month-to-month tenancy results from a holdover by Tenant under this Section, the tenancy shall be terminable at the end of any monthly rental period on written notice from Landlord given not less than 10 days prior to the termination date which shall be specified in the notice. Tenant waives any notice that would otherwise be provided by law with respect to a month-to-month tenancy.

15.4 For Sale and Rent Signs. During the period of thirty (30) days prior to the date above fixed for the termination of said Lease, the Landlord herein may post on said premises or in the windows thereof signs of moderate size notifying the public that the premises are "for sale" or "for lease."

Section 16. Miscellaneous

16.1 Nonwaiver. Waiver by either party of strict performance of any provision of this Lease shall not be a waiver of or prejudice the party's right to require strict performance of the same provision in the future or of any other provision.

16.2 Attorney Fees. If suit or action is instituted in connection with any controversy arising out of this Lease, the prevailing party shall be entitled to recover in addition to costs such sum as the court may adjudge reasonable as attorney fees at trial, on petition for review, and on appeal.

16.3 Notices. Any notice required or permitted under this Lease shall be given when actually delivered or 48 hours after deposited in United States mail as certified mail addressed to the address first given in this Lease or to such other address as may be specified from time to time by either of the parties in writing.

16.4 Succession. Subject to the above-stated limitations on transfer of Tenant's interest, this Lease shall be binding on and inure to the benefit of the parties and their respective successors and assigns.

16.5 Recordation. This Lease shall not be recorded without the written consent of Landlord.

16.6 Entry for Inspection. Landlord shall have the right to enter upon the Premises at any time to determine Tenant's compliance with this Lease, to make necessary repairs to the building or to the Premises, or to show the Premises to any prospective tenant or purchaser, and in addition shall have the right, at any time during the last two months of the term of this Lease, to place and maintain upon the Premises notices for leasing or selling of the Premises.

16.7 Interest on Rent and Other Charges. Any rent or other payment required of Tenant by this Lease shall, if not paid within 10 days after it is due, bear interest at the rate of 9% per annum (but not in any event at a rate greater than the maximum rate of interest permitted by law) from the due date until paid. In addition, if Tenant fails to make any rent or other payment required by this Lease to be paid to Landlord within five days after it is due, Landlord may elect to impose a late charge of five cents per dollar of the overdue payment to reimburse Landlord for the costs of collecting the overdue payment. Tenant shall pay the late charge upon demand by Landlord. Landlord may levy and collect a late charge

in addition to all other remedies available for Tenant's default, and collection of a late charge shall not waive the breach caused by the late payment.

16.8 Proration of Rent. In the event of commencement or termination of this Lease at a time other than the beginning or end of one of the specified rental periods, then the rent shall be prorated as of the date of commencement or termination and in the event of termination for reasons other than default, all prepaid rent shall be refunded to Tenant or paid on its account.

16.9 Time of Essence. Time is of the essence of the performance of each of Tenant's obligations under this Lease.

16.10 Legal Representation. It is understood between the parties that the law firm of Snow & Snow of Astoria, Oregon, representing Landlord has drawn these documents, and Tenant is and has been advised that she can and should seek her own independent legal advice as to this Lease and any other documents connected with the transaction and her legal rights and obligations arising therefrom.

Section 17. Arbitration

17.1 Disputes to Be Arbitrated. If any dispute arises between the parties [as to a matter which this Lease says should be arbitrated, or as to any other question involving apportionment or valuation], either party may request arbitration and appoint as an arbitrator an independent real estate appraiser having knowledge of valuation of rental properties comparable to the premises. The other party shall also choose an arbitrator with such qualifications, and the two arbitrators shall choose a third. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district where the premises are located to appoint the required arbitrator.

17.2 Procedure for Arbitration. The arbitrator shall proceed according to the Oregon statutes governing arbitration, and the award of the arbitrators shall have the effect therein provided. The arbitration shall take place in the county where the leased premises are located. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees incurred in connection with the arbitration.

SIGNATURES:

LANDLORD:

City of Warrenton, a municipal corporation of the State of Oregon

TENANT:

dba SKIPANON MARINE & RV SUPPLY



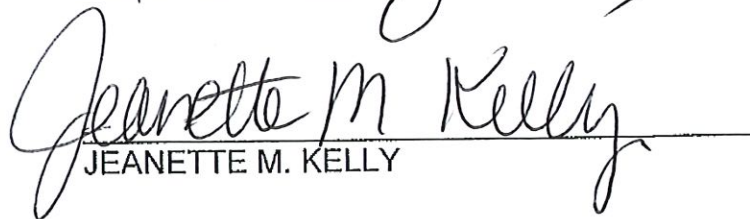
MARK KUJALA, Mayor



RICHARD J. KELLY

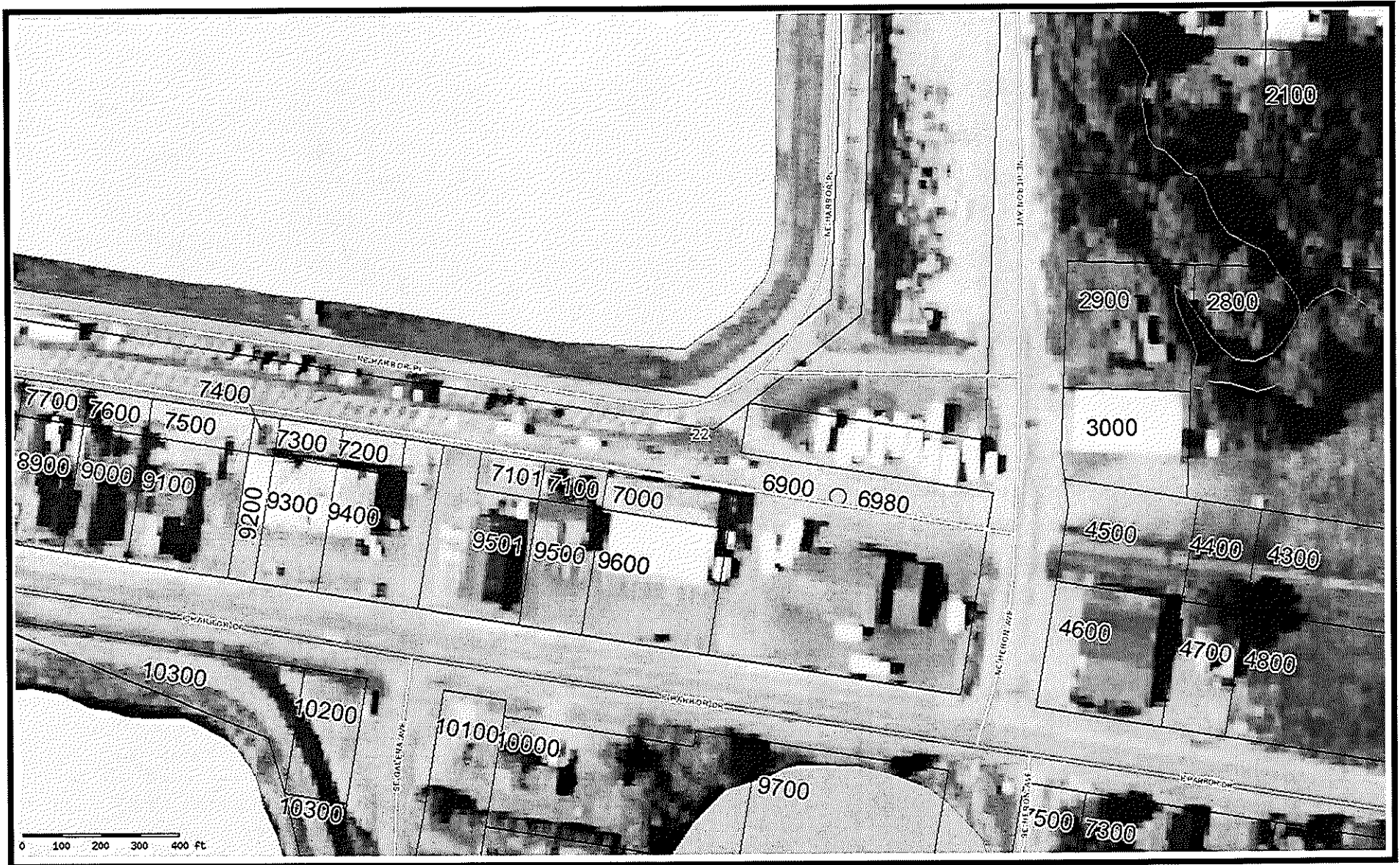


KURT FRITSCH, City Manager



JEANETTE M. KELLY

Map



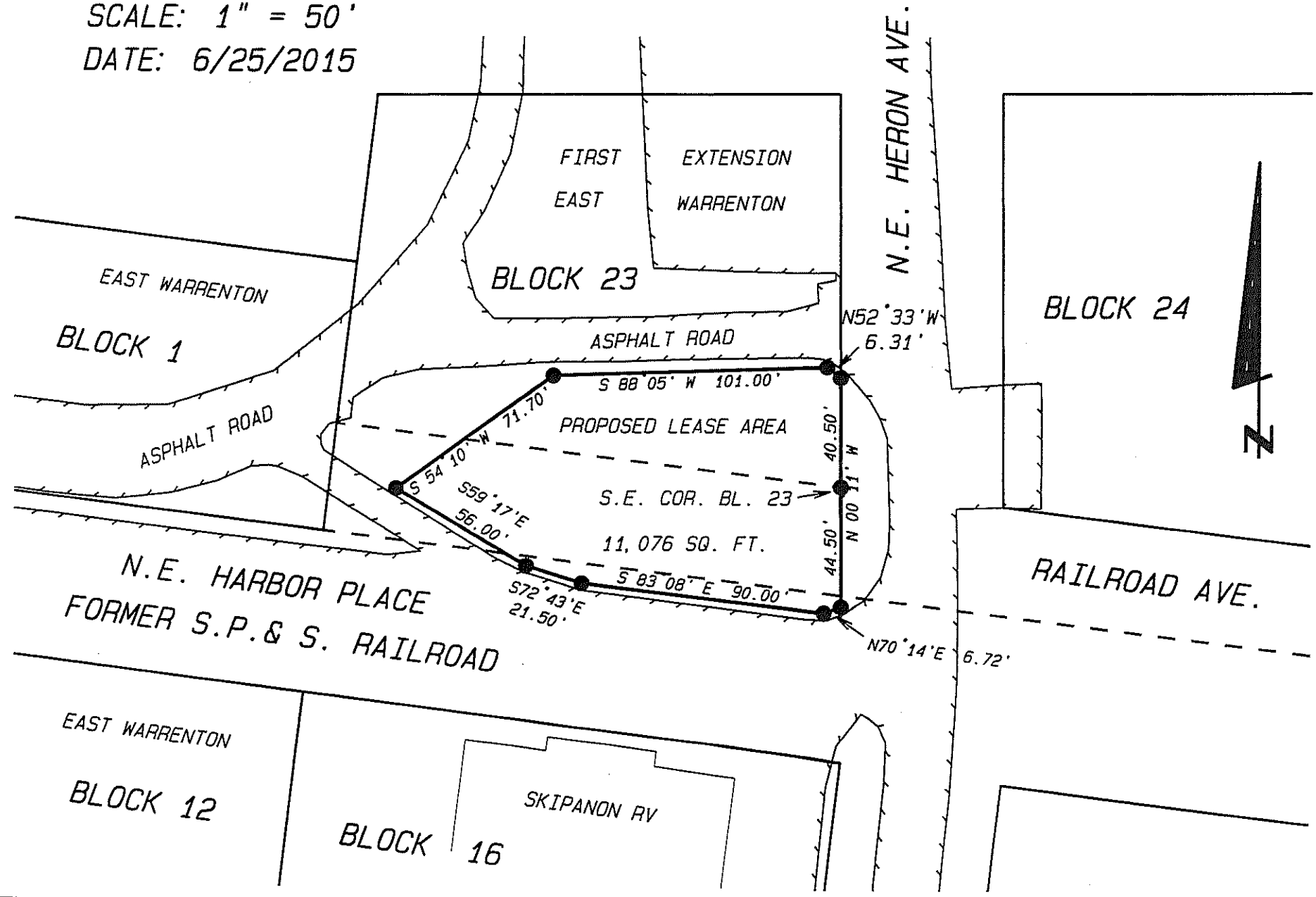
Clatsop County Webmaps

Disclaimer: This map was produced using Clatsop County GIS data. The GIS data is maintained by the County to support its governmental activities. This map should not be used for survey or engineering purposes. The County is not responsible for map errors, omissions, misuse or misinterpretation. Photos may not align with taxlots.



EXHIBIT SHOWING AREA TO BE LEASED BY SKIPANON MARINA & RV SUPPLY
IN WARRENTON, OREGON

SCALE: 1" = 50'
DATE: 6/25/2015



June 30, 2015

DESCRIPTION OF LAND TO BE LEASED BY CITY OF WARRENTON, OREGON
TO SKIPANON MARINA AND R.V. SUPPLY
IN THE CITY OF WARRENTON, OREGON

Beginning at the southeast corner of Block 23 in the plat of First Extension of East Warrenton, in the City of Warrenton, Oregon; thence N00°11'W along the east boundary of said Block 23 a distance of 40.50 feet; thence N52°33'W 6.31 feet; thence S88°05'W 101.00 feet; thence S54°10'W 71.70 feet; thence S59°17'E 56.00 feet; thence S72°43'E 21.50 feet; thence S83°08'E 90.00 feet; thence N70°14'E 6.72 feet to an intersection with the southerly projection of the east boundary of said Block 23; thence N00°11'W along said projection 44.50 feet to the point of beginning. Containing 11,076 square feet.

**REGISTERED
PROFESSIONAL
LAND SURVEYOR**

Karl F. Foeste

OREGON
July 12, 1968
KARL F. FOESTE
0849

Renews 1/1/2016



AGENDA MEMORANDUM

TO: The Honorable Mayor and Warrenton City Commission
FROM: Van Wilfinger
DATE: February 22, 2022
SUBJ: Building Permit Fee Modifications – Resolution No. 2613

SUMMARY

Maintenance of fee schedules is intended to ensure stable funding of the building inspection program and the services which it offers, through the collection of permit fee revenue adopted in accordance with Statute. The proposed building permit fee modifications, and additions are needed to satisfy the permit application data fields required within the State of Oregon's e-permitting system by Accela. With these proposed updates it is also our intention to develop greater fee schedule consistency with our neighboring jurisdictions who provide similar levels of service.

The new e-permitting system offers an increased level of convenience and administrative efficiency, including the welcome introduction of an online permit filing function to the services we provide as a department. As part of this new level of automation, a substantially greater level of detail is needed from our building code fee schedule to populate all the available permit application options. The City of Astoria, as well as Clatsop County have both recently adopted the use of this same e-permitting system.

Fee modifications will include all specialty codes which our building inspection program administers, including Structural, Mechanical, Plumbing, and Manufactured Dwellings. The proposed fee schedule includes a more detailed accounting of specific plumbing fixture and mechanical appliance fees for instance, which will allow customers to use the full scope of the Accela e-permitting system. The proposed changes will also address permit fee requirements which were either not addressed by prior fee schedules or not in adherence with statute, including but not limited to, deferred submittal and phased plan reviews, residential fire suppression,

and prescriptive solar permit fees.

RECOMMENDATION/SUGGESTED MOTION

I move to conduct the first reading, by title only, of Resolution No. 2613; A resolution adopting building permit fees, and repealing Resolution No. 2552 and all prior conflicting resolutions.


ALTERNATIVE

No alternatives are provided at this time.

FISCAL IMPACT

Building Department revenues must pay for Building Department Services. Substantive fee increases have not been proposed, rather the modifications come as additional fee items which maintain, expand existing or bring the fee schedule into compliance with sections of Statute regarding methods of capturing revenue.

Approved by City Manager:



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

RESOLUTION NO. 2613

Introduced by All Commissioners

A RESOLUTION ADOPTING BUILDING PERMIT FEES, AND REPEALING RESOLUTION 2552 AND ALL PRIOR CONFLICTING RESOLUTIONS

WHEREAS, the State of Oregon authorizes the City to have a Building Inspection Program; and,

WHEREAS, the State of Oregon authorizes the City to collect fees sufficient enough to fund the Building Inspection Program; and,

WHEREAS, the City of Warrenton desires to have the Building Inspection Program funded solely by fees associated with building permits; and,

WHEREAS, the City of Warrenton desires to have the Building Department to build a contingency fund that would support the Building Department for a period of six to twelve months; and,

WHEREAS, the City Council passed an Ordinance that allows building permit fees to be set by Resolution;

NOW, THEREFORE, be it resolved by the City Commission of the City of Warrenton, Clatsop County, Oregon as resolves follows:

Section 1: The building permit fee schedule, attached hereto as Exhibit A, and incorporated herein by reference, is hereby adopted as shown.

Section 2: The advisory notice letter, attached hereto as Exhibit B, and incorporated herein by reference, has been included as record of compliance with the requirements of OAR 918-020-0220.

Section 3: This resolution shall take effect on April 1, 2022.

First Reading: February 22, 2022

Second Reading: March 8, 2022

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

APPROVED

Henry A. Balensifer III, Mayor

ATTEST

Dawne Shaw, CMC, City Recorder



EXHIBIT A

This fee schedule has been authorized as provided by Section 15.04.250 of the Warrenton Municipal Code.

BUILDING INSPECTION PROGRAM – BUILDING PERMIT FEES

Any fee set by statute not appearing in this schedule may be subject to collection accordingly.

****When applicable, structural permits use valuation as determined by ICC Valuation Table current as of April 1 of each year, as per OAR 918-050-0100.**

Structural Permit Fees

Construction values shall include all labor and material but shall exclude the cost of the land. This section covers Residential Structural, Commercial Structural, and Commercial Fire Alarm & Fire Suppression Systems. All structural permits use valuation as determined by the International Code Council Valuation Data Table current as of April 1 of each year, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 through 0070. When permits are required Masonry fireplaces/chimneys, Fences, Poles, Signs, Lights, Flags, Foundation repairs, etc., require a structural permit by valuation.

| | |
|-------------------------|---|
| \$1-\$2,000..... | \$106.00 for the first \$1000 plus \$3.32 for each additional \$100, or fraction thereof |
| \$2,001-\$25,000..... | \$139.20 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof |
| \$25,001-\$50,000..... | \$444.18 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof |
| \$50,001-\$100,000..... | \$692.93 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof |
| \$100,001 & up..... | \$1024.93 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof |
| Minimum Permit Fee..... | \$106 |

Demolition & Miscellaneous Structural Permit Fees

| | |
|--|--|
| Demolition permit residential – total structure (<i>Not subject to State surcharge</i>)..... | \$106 |
| Demolition permit commercial – total structure less than 4,000 SF (<i>Not subject to State surcharge</i>)..... | \$152 |
| Demolition permit commercial – total structure larger than 4,000 SF (<i>Not subject to State surcharge</i>)..... | \$302 |
| Structural alteration – Not demolition..... | **Use structural permit fee schedule based on current valuation table. |
| Moving structure permit, other than U-1..... | \$583 |
| Moving structure permit, U-1 and Uninhabitable..... | \$292 |
| Re-Roof residential, when a permit is required..... | \$106 |
| Re-Roof commercial..... | **Use structural permit fee schedule based on current valuation table. |

Solar Structural Installation Permits

| | |
|---|--|
| Solar Permit - Prescriptive Path System (Fee includes plan review) | \$250 |
| Solar Permit – Non-Prescriptive Path System (Fee includes plan review. Valuation includes the solar panels, racking, mounting elements, rails, and the cost of labor to install. Solar electrical equipment including collector panels and inverters shall be excluded from the Structural Permit valuation)..... | **Use structural permit fee schedule based on current valuation table. |

Residential Fire Suppression Permit Fees – Standalone System, fee includes plan review.

Square footage of the residential structure to be covered:

| | |
|--------------------------------------|-------|
| Up to 2,000 square feet | \$400 |
| 2,001 – 3,600 square feet | \$500 |
| 3,601 – 7,200 square feet | \$650 |
| Greater than 7,201 square feet | \$800 |

Residential Fire Suppression Permit Fees

Multi-purpose/Continuous Loop System, fee includes plan review. Square footage of the residential structure to be covered:

| | |
|--------------------------------------|-------|
| Up to 2,000 square feet | \$250 |
| 2,001 – 3,600 square feet | \$300 |
| 3,601 – 7,200 square feet | \$350 |
| Greater than 7,201 square feet | \$400 |

Manufactured Dwelling Placement Permit Fees

Placement of Manufactured Dwelling includes placement and concrete slab, runners or foundation when prescriptive, plumbing connections and all cross-over connections, first 30 linear feet of site utilities. New electrical services or additional branch circuits, and new plumbing-may require separate permits. All decks 30" or more above ground, carports, garages, porches, and patios are based on valuation and may also require separate permits. See Structural permit fee schedule based on current valuation table for non-dwelling modular placements.

| | |
|---|--|
| Single wide | \$202 |
| Double wide | \$404 |
| Triple wide | \$604 |
| Earthquake resistant bracing system (when not part of original dwelling installation) | \$126 |
| Manufactured Dwelling Accessory Building or Structure..... | **Use structural permit fee schedule based on current valuation table. |
| State of Oregon Administration Fee | \$30 |

Manufactured or RV Park Development Permit Fees

The Area Development Permit fee to be calculated based on the valuations shown in Table 2 of OAR 918-600-0030 for Manufactured Dwelling/Mobile Home Parks and Table 2 of OAR 918-650-0030 for Recreational Park and Organizational Camp and applying the valuation amount to Table 1 as referenced for each.

Plan Review Fees

| | |
|---|--|
| Structural Plan Review | 65% of Structural Permit Fee |
| Fire and Life Safety Plan Review | 40% of Structural Permit Fee |
| (FLS Plan Review is in addition to the Structural Plan Review Fee) | |
| Mechanical Plan Review | 35% of Mechanical Permit Fee |
| Plumbing Plan Review (includes Medical Gas) | 35% of Plumbing Permit Fee |
| Manufactured Dwelling Park or RV Park Plan Review | 65% of Building Permit Fee |
| Additional Plan Review – Hourly (when applicable)..... | \$106 per hour, min one-half hour |
| (Structural Plan Reviews include an initial review and two rechecks, any review beyond those included are subject to additional plan review fee) | |
| Completeness Plan Review – Hourly (when applicable)..... | \$84 per hour, min one-half hour |
| Deferred Submittal Plan Review | 65% of the Building Permit Fee |
| (calculated using the valuation of the deferred portion, with a \$300 minimum fee. In addition to standard plan review fees. In accordance with OAR 918-050-170.) | |
| Phased Project Plan Review..... | \$315 minimum phasing fee, plus 10% of the total project building permits not to exceed \$1,500 for each phase (in accordance with OAR 918-050-160). In addition to standard plan review fees. |

Inspection & Investigation Fees

This section covers inspections and investigations for all applicable disciplines and permit types.

| | |
|--|---|
| Investigation Fee – Hourly | \$53 per hour, minimum one-half hour |
| Reinspection Fee - Each | \$106 |
| Additional Inspection, above allowable - Each | \$106 |
| Inspection outside normal business hours - Each | \$106 per hour, minimum one-half hour. |
| Inspection for which no fee is specifically indicated - Each | \$106 per hour, minimum one-half hour. |

Administrative Fees

| | |
|--|---|
| Research Fee, per all disciplines | \$53 per hour, minimum one-half hour |
| State Surcharge..... | 12% of permit fee |
| Technology Fee..... | 5% of permit fee |
| Seismic Surcharge | 1% of Commercial Structural and Commercial Mechanical Permit Fee; fee collected for essential facilities, hazardous facilities, major structures, and special occupancy structures, in accordance with ORS 455.447. (All permits are subject to the current State of Oregon Surcharge) |
| Copier Fees | |
| Black & White, Letter Size - Each | \$0.25 |
| Color, Letter Size - Each | \$1.50 |
| Black & White, 11x17 Size - Each | \$0.50 |
| Color, 11x17 Size - Each | \$1.75 |
| Returned Check Fee..... | \$35 |
| Pre-application meeting for Tenant Improvement | \$271 per hour, Minimum one hour (Per meeting, meeting not to exceed one-half hour) |
| Pre-application meeting for Single or Two-Family Dwellings..... | \$271 per hour, Minimum one hour (Per meeting, meeting not to exceed one-half hour) |
| Pre-application meeting for Commercial or Multi-Family..... | \$271 per hour, Minimum two hours (Per meeting, meeting not to exceed one hour) |
| Temporary Certificate of Occupancy - Residential (Maximum 60 days per fee) | \$200 |
| Temporary Certificate of Occupancy - Commercial (Maximum 60 days per fee) | \$400 |
| Change of Use or Change of Occupancy Permit Fee (no structural work proposed)..... | \$126 |

Permit Extensions

Extension of permits shall be requested in writing with justifiable cause demonstrated. Extension request must be received prior to the expiration date of the permits. Extensions not subject to State surcharge. It is not the responsibility of the City of Warrenton to notify the permit holder of expiration dates.

Residential permit extension fee (Each code discipline)

| | |
|-------------------------------|-------|
| 1 st request | \$106 |
| 2 nd request | \$212 |

Commercial permit extension fee (Each code discipline)

| | |
|-------------------------------|-------|
| 1 st request | \$106 |
| 2 nd request..... | \$212 |

Permit Reinstatement Fee – Expired permits not yet six months past expiration date (as eligible, each code discipline, subject to State surcharge)..... \$106

Permit Reinstatement Fee – Expired permits six months and over expiration date (each code discipline, subject to State surcharge)New permit required; **use applicable permit fee schedule based on current valuation table.

Permit Reinstatement Fee – Expired permits lacking only Final Inspection (as eligible, each code discipline, subject to State surcharge) \$106

Mechanical Permit Fees - New Commercial, Multi-Family Dwellings, and Industrial

Construction values shall include all labor and material. All mechanical permits use valuation as determined by the International Code Council Valuation Data Table current as of April 1 of each year, when applicable as per OAR 918-050-0000 and OAR 918-309-0020 through 0070.

| | |
|-------------------------|---|
| \$1-\$2,000..... | \$106.00 for the first \$1000 plus \$3.32 for each additional \$100, or fraction thereof |
| \$2,001-\$25,000..... | \$139.20 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof |
| \$25,001-\$50,000..... | \$444.18 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof |
| \$50,001-\$100,000..... | \$692.93 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof |
| \$100,001 & up..... | \$1024.93 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof |
| Minimum Permit Fee..... | \$106 |

Mechanical Permit Fees - New, Additions, Alterations to One & Two-Family Dwellings

| | |
|---|---------------------|
| Minimum Fee | \$106 |
| Air Conditioning Unit | \$56 per appliance |
| Air Handling Unit, up to 10000 CFM | \$41 per appliance |
| Air Handling Unit, 10000 CFM and over | \$41 per appliance |
| Attic or crawl space fans | \$20 per appliance |
| Chimney/Liner/Flue/Vent | \$20 per appliance |
| Clothes Dryer exhaust..... | \$41 per appliance |
| Decorative Gas Fireplace | \$41 per appliance |
| Ductwork..... | \$20 per appliance |
| Evaporative cooler, other than portable | \$20 per appliance |
| Exhaust fan connected to a single duct | \$28 per appliance |
| Floor Furnace, including vent | \$20 per appliance |
| Flue vent for water heater or gas fireplace | \$20 per appliance |
| Furnace, up to 100,000 BTU | \$56 per appliance |
| Furnace, greater than 100,000 BTU..... | \$65 per appliance |
| Furnace or Burner including duct work/vent/liner | \$50 per appliance |
| Gas or Wood Fireplace/Insert..... | \$50 per appliance |
| Gas Fuel Piping Outlets | |
| 1-4 outlets | \$23 |
| Each additional outlet | \$7 |
| Heat Pump | \$73 per appliance |
| Hood served by mechanical exhaust, including ducts for hood..... | \$41 per appliance |
| Hydronic hot water system..... | \$20 per appliance |
| Installation or relocation domestic type incinerator..... | \$20 per appliance |
| Mini Split System | \$20 per appliance |
| Oil tank/gas diesel generators | \$20 per appliance |
| Pool or Spa heater, Kiln..... | \$20 per appliance |
| Range Hood, other kitchen equipment | \$20 per appliance |
| Install/Replace/Relocate Heaters, suspended, wall or floor mounted | \$56 per appliance |
| Ventilation fan connected to single duct (Appliance vent) | \$41 per appliance |
| Ventilation system not a portion of heating or air-conditioning system authorized by permit | \$41 per appliance |
| Water Heater | \$106 per appliance |
| Wood Stove, Pellet Stove..... | \$41 per appliance |
| Other Heating or Cooling Equipment | \$41 per appliance |
| Other Appliance or Equipment regulated by code but no classified in other categories | \$41 per appliance |
| Other environmental exhaust or ventilation..... | \$41 per appliance |

Plumbing Permit Fees – New Construction, Additions, and Alterations to One and Two-Family Dwellings

Includes one kitchen and first 100 feet of sanitary, storm and water service, hose bibbs, ice makers, underfloor low-point drain packages to include piping, gutters, downspouts, and perimeter system.

| | |
|---|-------|
| 1 Bathroom | \$360 |
| 2 Bathrooms..... | \$393 |
| 3 Bathrooms..... | \$443 |
| Each additional bathroom, half bathroom >3, kitchen >1..... | \$52 |
| Each additional 100 feet of sanitary, storm, and water service each or fraction thereof | \$52 |

Plumbing Site Utilities Fee Schedule

| | |
|--|-------|
| Minimum Fee | \$106 |
| Sanitary Sewer (First 100 feet or less) | \$82 |
| Sanitary Sewer (Each additional 100 feet or fraction thereof)..... | \$52 |
| Storm (First 100 feet or less) | \$82 |
| Storm (Each additional 100 feet or fraction thereof)..... | \$52 |
| Water Service (First 100 feet or less)..... | \$82 |
| Water Service (Each additional 100 feet or fraction thereof) | \$52 |

Plumbing Fixture Fee Schedule

| | |
|---|-------------------|
| Minimum Fee | \$106 |
| Absorption valve | \$28 per fixture |
| Alternate potable water heating system..... | \$28 per fixture |
| Backflow preventer..... | \$106 per fixture |
| Backwater valve | \$106 per fixture |
| Catch basin or area drain | \$28 per fixture |
| Clothes washer..... | \$28 per fixture |
| Dishwasher..... | \$28 per fixture |
| Drinking fountain | \$28 per fixture |
| Ejectors/sump pump..... | \$28 per fixture |
| Expansion tank..... | \$28 per fixture |
| Fixture cap..... | \$28 per fixture |
| Floor drain/floor sink/hub drain | \$28 per fixture |
| Garbage disposal..... | \$28 per fixture |
| Hose bib | \$28 per fixture |
| Ice maker..... | \$28 per fixture |
| Interceptor/grease trap | \$28 per fixture |
| Manhole..... | \$28 per fixture |

| | |
|---|-------------------|
| Other plumbing fixture regulated by code but no classified in other categories | \$28 per fixture |
| Primer..... | \$28 per fixture |
| Residential fire sprinklers (repair/replacement) | \$28 per fixture |
| Roof drain..... | \$28 per fixture |
| Sink/basin/lavatory | \$28 per fixture |
| Stormwater retention/detention tank/facility | \$28 per fixture |
| Swimming pool piping..... | \$28 per fixture |
| Trench drain | \$28 per fixture |
| Tub/shower/shower pan | \$28 per fixture |
| Urinal..... | \$28 per fixture |
| Water closet (toilet)..... | \$28 per fixture |
| Water heater..... | \$106 per fixture |

Medical Gas Fees

Construction values shall be based on installation costs and system equipment, including but not limited to inlets, outlets, fixtures, and appliances.

| | |
|-------------------------|--|
| \$1-\$2,000..... | \$106.00 for the first \$1000 plus \$3.32 for each additional \$100, or fraction thereof |
| \$2,001-\$25,000..... | \$139.20 for the first \$2,000 plus \$13.26 for each additional \$1,000 or fraction thereof |
| \$25,001-\$50,000..... | \$444.18 for the first \$25,000 plus \$9.95 for each additional \$1,000 or fraction thereof |
| \$50,001-\$100,000..... | \$692.93 for the first \$50,000 plus \$6.64 for each additional \$1,000 or fraction thereof |
| \$100,001 & up..... | \$1,024.93 for the first \$100,000 plus \$5.53 for each additional \$1,000 or fraction thereof |



DATE: February 8, 2022

Oregon Building Code Division
ATTN: Julia Hier, Senior Policy Advisor
Email: julia.m.hier@dcbs.oregon.gov
P.O. Box 14470
Salem, OR 97309

RE: Advisory notice; Proposed Building Code fee increases and revisions

The City of Warrenton is proposing to make changes to our building code related permit fees. In accordance with the fee adoption standards outlined in OAR 918-020-0220, we are notifying the Building Codes Division of our proposal, and providing the following information:

- A. The fee changes will affect all specialty codes which we administer, including Structural, Mechanical, Plumbing, and Manufactured Dwellings program areas. We do not administer Electrical and Commercial Plumbing; these services are administered via an intergovernmental agreement with Clatsop County Building Codes Department.
- B. The proposed building permit fee modifications, and additions are intended to satisfy the permit application data fields required within the State of Oregon's e-permitting system by Accela. The proposed fee schedule includes a more detailed accounting of specific plumbing fixture and mechanical appliance fees for instance, which will allow customers to use the full scope of the Accela e-permitting system. With these proposed changes it is also our intention to develop greater fee schedule consistency with our neighboring jurisdictions who provide similar levels of service. The proposed changes will also address permit fee requirements which were either not addressed by prior fee schedules or not in adherence with statute, including but not limited to, deferred submittal and phased plan reviews, residential fire suppression, and prescriptive solar permit fees. The proposed fee schedule has been attached, along with our previous fee schedule adopted in 2019. A percentage increase has not been uniformly applied.
- C. The proposed effective date of the new fees will be April 1, 2022.

- D. The date of adoption for the last Building Permit fee increase was October 26, 2019, as presented in Resolution No.2552. The resolution went into effect January 10, 2020. This prior building permit fee schedule increase was intended at the time to develop a greater consistency of fee schedule scope and pricing with our neighboring jurisdictions who provide similar levels of service at the time of adoption.
- E. The first reading of the proposed fee increase resolution No. 2613 is scheduled for February 22, 2022. The second reading and adoption of the proposed fee increase resolution No. 2613 is scheduled for March 8, 2022. A copy of the proposed fee increase resolution has been attached for reference. The City Commission meetings are held at 6:00pm at the Warrenton City Hall Commission Chambers, located at 225 South Main Avenue, Warrenton OR 97146. An option for virtual meeting attendance is available. Please visit the City of Warrenton website, <https://www.ci.warrenton.or.us/>, for meeting attendance options, and to view a copy of the agenda packet. The meeting can also be attended by telephone at 253-215-8782, Meeting ID: 533-238-6326, Passcode: 12345.
- F. I, Van Wilfinger, Building Official of the City of Warrenton, 541-440-5070, vwilfinger@ci.warrenton.or.us ,will be the primary contact person for this fee increase.
- G. The purpose of the fee increase is to ensure stable funding of the City of Warrenton building inspection program, through permit fee revenue which has been adopted in accordance with Statute and is similar in its level of service and scope to that of other municipalities of similar size and geographic location.

Please contact me if there is need for any additional information.

Sincerely,



Van Wilfinger, CBO
Building Official
City of Warrenton
(503) 861-0920

| Building Permit Fee Table: | | FEE |
|--|---|---|
| Minimum Permit Fee | | \$106.00 |
| S-Permit | \$1 - \$2,000 | \$106.00 for the first \$1000.00, plus \$3.32 for each additional \$100, or fraction thereof |
| | \$2,001 - \$25,000 | \$139.20 for the first \$2,000, plus \$13.26 for each additional \$1,000, or fraction thereof |
| | \$25,001 - \$50,000 | \$444.18 for the first \$25,000, plus \$9.95 for each additional \$1,000, of fraction thereof |
| | \$50,001 - \$100,000 | \$692.93 for the first \$50,000, plus \$6.64 for each additional \$1,000, or fraction thereof |
| | \$100,001 and up | \$1024.93 for the first \$100,000, plus \$5.53 for each additional \$1,000, or fraction thereof |
| Mechanical Fee Schedule for new and additions or alterations to one and two family dwellings: | | |
| Appliance | | FEE |
| MAHU | Air Handling Unit | \$41.00 |
| M AC | Air Conditioning Unit | \$56.00 |
| MAHU | Alteration of Existing HVAC System | \$41.00 |
| MHT PMP | Heat Pump | \$73.00 |
| Install/Replace Furnace | | |
| M Furn | Up to 100,000 Btu's | \$56.00 |
| M Furn1 | Over 100,000 Btu's | \$65.00 |
| M Heater | Install/Replace/Relocate Heaters Suspended, Wall or Floor Mounted | \$56.00 |
| M Vent | Appliance Vent | \$41.00 |
| M Dryer | Dryer Exhaust | \$41.00 |
| M Hood | Hood | \$41.00 |
| Fan | Exhaust Fan Connected to a Single Duct | \$28.00 |
| Gas Piping | | |
| M Gas | 1 to 4 Outlets | \$23.00 |
| | Each Additional Outlet | \$7.00 |
| stove | Fireplace/Woodstove | \$41.00 |
| | Other | \$41.00 |
| | Minimum Fee | \$106.00 |
| Mechanical Fee Schedule for new and additions or alterations to commercial, multi-family and industrial projects: | | FEE |
| Minimum Permit Fee | | \$106.00 |
| M Com1 | \$1 - \$2,000 | \$106.00 for the first \$1000.00, plus \$3.32 for each additional \$100, or fraction thereof |
| | \$2,001 - \$25,000 | \$139.20 for the first \$2,000, plus \$13.26 for each additional \$1,000, or fraction thereof |
| | \$25,001 - \$50,000 | \$444.18 for the first \$25,000, plus \$9.95 for each additional \$1,000, of fraction thereof |
| | \$50,001 - \$100,000 | \$692.93 for the first \$50,000, plus \$6.64 for each additional \$1,000, or fraction thereof |
| | \$100,001 and up | \$1024.93 for the first \$100,000, plus \$5.53 for each additional \$1,000, or fraction thereof |

| Plumbing Permit Fee Schedule: 1 & 2 Family Dwellings New Construction | | FEE |
|---|--|---|
| P NCB&K | 1 Bathroom (includes first 100' sanitary, storm and water service) | \$360.00 |
| | 2 Bathroom (includes first 100' sanitary, storm and water service) | \$393.00 |
| | 3 Bathroom (includes first 100' sanitary, storm and water service) | \$443.00 |
| | Each additional kitchen and/or bath (or ½ bath) | \$52.00 |
| P Add Ft | Each additional 100 feet water or sewer or fraction thereof | \$52.00 |
| Additions, Alterations and Remodels | | FEE |
| P Min | Minimum Fee | \$106.00 |
| P Add | Plumbing Fixture (per) | \$28.00 |
| PWSS T100 | Water Service (first 100 feet) | \$82.00 |
| | Sanitary Sewer (first 100 feet) | \$82.00 |
| | Storm Sewer (first 100 feet) | \$82.00 |
| P Add Ft | Each Additional 100 feet of fraction thereof | \$52.00 |
| Multi-family, Commercial and Industrial including Additions and Alterations and Remodels | | FEE |
| PC Fix | Base fee (3 or fewer fixtures) | \$175.00 |
| | More than 3 fixtures (Base fee plus per fixture cost over 3 fixtures) | \$28.00 |
| PWSS 100 | Water Service (first 100 feet) | \$82.00 |
| | Sanitary Service (First 100 feet) | \$82.00 |
| | Storm Sewer (First 100 feet) | \$82.00 |
| P Add Ft | Each Additional 100 feet or fraction thereof | \$52.00 |
| Miscellaneous Fees | | FEE |
| P WHTrBF | Water heaters & Backflow Devices (Each) | \$106.00 |
| P WSS | Water, Storm or Sanitary Sewer (Each, Not included with other plumbing fees) | \$106.00 |
| P Add Ft | Each Additional 100 feet or fraction thereof | \$52.00 |
| P Min | Minimum permit fee | \$106.00 |
| The valuation of the work will be determined by the Building Official. | | |
| Manufactured Dwelling or Recreational Vehicle Parks | | |
| MDRVPARK | Base fee (Includes 5 or fewer spaces) | \$239.00 |
| | Each Additional Space | \$42.00 |
| PWSST100 | Sanitary Sewer (First 100 feet) | \$82.00 |
| | Storm Sewer (First 100 feet) | \$82.00 |
| P Add Ft | Each Additional 100 feet or fraction thereof | \$52.00 |
| Manufactured Dwelling Placement Permit Fees | | FEE |
| S MOH | Manufactured Dwelling Placement (includes placement, water and sewer connection) | \$404.00 SINGLE AND DOUBLE WIDE \$604.00 TRIPLE WIDE |
| PWSS | Connection to an existing drain, sewer, storm or water | \$106.00 |
| SMOHFLAT | Administrative Fee (State required) | \$30.00 |

| Medical Gas and Process Piping Permit Fees | | FEE |
|--|---|---|
| C-Struct | Minimum Permit Fee | \$106.00 |
| | \$1 - \$2,000 | \$106.00 for the first \$1000.00, plus \$3.32 for each additional \$100, or fraction thereof |
| | \$2,001 - \$25,000 | \$139.20 for the first \$2,000, plus \$13.26 for each additional \$1,000, or fraction thereof |
| | \$25,001 - \$50,000 | \$444.18 for the first \$25,000, plus \$9.95 for each additional \$1,000, of fraction thereof |
| | \$50,001 - \$100,000 | \$692.93 for the first \$50,000, plus \$6.64 for each additional \$1,000, or fraction thereof |
| | \$100,001 and up | \$1024.93 for the first \$100,000, plus \$5.53 for each additional \$1,000, or fraction thereof |
| Building Permit Fee Schedule for Stand-alone Residential NFPA 13D Systems | | FEE |
| S-Permit | Minimum Permit Fee | \$106.00 |
| | \$1 to \$2,000 | \$106.00 for the first \$1000.00, plus \$3.32 for each additional \$100, or fraction thereof |
| | \$2,001 to \$25,000 | \$139.20 for the first \$2,000, plus \$13.26 for each additional \$1,000, or fraction thereof |
| | \$25,001 to \$50,000 | \$444.18 for the first \$25,000, plus \$9.95 for each additional \$1,000, of fraction thereof |
| | \$50,001 to \$100,000 | \$692.93 for the first \$50,000, plus \$6.64 for each additional \$1,000, or fraction thereof |
| | \$100,001 and up | \$1024.93 for the first \$100,000, plus \$5.53 for each additional \$1,000, or fraction thereof |
| Other Inspections and Fees | | |
| Re Insp | Re-inspection fees assessed under provisions of Section 108.8 or each additional inspection over the allowable | \$106.00 ea.** |
| | Inspections outside normal business hours (minimum charge: 2 hours) | \$106.00 per hour ** |
| | Inspections for which no fee is specifically indicated (minimum charge: 1 hour) | \$106.00 per hour ** |
| | Additional plan review required by changes, additions or revisions to approved plans (minimum charge: 30 minutes) | \$53.00 per 1/2 hr. ** |
| | Research fees, (minimum charge: 30 minutes) | \$53.00 per 1/2 hr. ** |
| | **Or total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages, and fringe benefits of the employees involved. | |
| S Plan Ck | Structural Plan Review Fee | 65% of building permit fee |
| S Fire | Fire and Life Safety Plan Review Fee | 40% of building permit fee |
| M Plan Ck | Mechanical Plan Review Fee | 35% of mechanical permit fee |
| COMPPR | Commercial Fire Protection and Prevention Plan Review Fee | 65% of permit fee |
| MDRVPR | Manufactured Dwelling or RV Park Plan Review Fee | 75% of permit fee |
| P PlanC | Plumbing Plan Review Fee | 35% of plumbing permit fee |
| MGPPR | Medical Gas/Process Piping Plan Review Fee | 35% of med gas permit fee |
| | State Surcharge | 12% of permit fee |
| TCOR | Temporary Occupancy Certificate, Residential | Flat Fee \$175.00 |
| TCOC | Temporary Occupancy Certificate, Commercial | Flat Fee \$350.00 |
| EXTR EXTC DEFSUB | Permit Extension-Residential (First Request) Includes all disciplines | \$106.00 |
| | Permit Extension-Residential (Second Request) Includes all disciplines | \$212.00 |
| | Permit Extension-Commercial (First request) Each code discipline | \$106.00 |
| | Permit Extension-Commercial (Second request) Each code discipline | \$212.00 |
| | Deferred Submittal Fee | \$750.00 |



AGENDA MEMORANDUM

TO: The Warrenton City Commission

FROM: Mathew J. Workman, Chief of Police

DATE: February 22, 2022

SUBJ: False Alarm Resolution and Ordinance Amending Chapter 9.16

SUMMARY

The City Commission adopted Resolution No. 830 on October 20, 1993, describing excessive false alarms as the third or subsequent false alarm in any twelve-month period. In July 2013 we created Chapter 9.16 "False Alarms" in our Municipal Code but described a false alarm and the third or subsequent alarm in a calendar year. The twelve-month period is a better definition so we need to amend Chapter 9.16 to reflect that definition. We also have not changed our False Alarm Fees since that 1993 resolution even though the costs for Police and Fire response have dramatically increased since that time. We need to increase our fees to a more representative amount and also align with what other municipalities are charging for excessive false alarms. Rate increase resolutions are considered over two meetings in order to give the public the opportunity to comment.

RECOMMENDATION/SUGGESTED MOTION

Approve the attached Resolution No. 2620 repealing Resolution No. 830 and setting new false alarm fees and approve the attached Ordinance No. 1256 amending Chapter 9.16 of the Warrenton Municipal Code.

"I move to conduct the first reading of Resolution No. 2620; adopting false alarm fees."

AND

"I move to conduct the first reading, by title only, of Ordinance No. 1256; amending Chapter 9.16 of the Warrenton Municipal Code."

ALTERNATIVE

Do not approve the Resolution and Ordinance and the False Alarm fees will remain as they currently are.


FISCAL IMPACT

The increase in fees will help cover the increased response fees for police and fire to respond to false alarms and bring us in line with other municipalities.

ATTACHMENTS:

- Resolution No. 830
- Proposed Resolution No. 2620
- Chapter 9.16 of the Warrenton Municipal Code
- Proposed Ordinance No. 1256

Approved by City Manager

_____

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

ORDINANCE NO. 1256

Introduced by All Commissioners

AN ORDINANCE AMENDING CHAPTER 9.16 "FALSE ALARMS" OF
THE WARRENTON MUNICIPAL CODE

WHEREAS, the City last addressed the False Alarms chapter in City's Municipal Code in 2013;
and

WHEREAS, the Resolution No. 830 defines Excessive False Alarms as more than two alarms in
a twelve-month period but Chapter 9.16 defines them as being a calendar year; and

WHEREAS, the costs associated with police and fire personnel response have dramatically
increased since the original fees were established; and

WHEREAS, the City would like to align their fees to be more consistent with other
municipalities;

NOW, THEREFORE, the City of Warrenton ordains as follows:

Section 1. Warrenton Municipal Code Section 9.16.020 False Alarms is hereby amended to
read as follows:

9.16.020 False Alarms.

- (A) Signals from an alarm system *that are* false are a nuisance.
- (B) Beginning with the third false alarm in any *twelve-month period*, the city shall
impose fees set by resolution for each false alarm.
- (C) Any alarm user delinquent in payment of false alarm fees in excess of 60 days
shall have the account submitted to collections and an additional fee of 50% of the
total will be applied to the account.

Section 2. This Ordinance shall become effective thirty days after its adoption.

First Reading: February 22, 2022

Second Reading: March 8, 2022

ADOPTED by the City Commission of the City of Warrenton, Oregon this 8th day of March
2022.

APPROVED

ATTEST

Henry A. Balensifer III, Mayor

Dawne Shaw, CMC, City Recorder

Chapter 9.16 FALSE ALARMS

9.16.010 Definitions.

As used in this chapter:

“Alarm system” shall mean any assembly of equipment, mechanical or electrical, arranged to signal the occurrence of an illegal entry, fire, or other activity requiring urgent attention and to which public safety officers are expected to respond.

“Alarm user” shall mean a person, firm, partnership, association, corporation, company, or organization of any kind in control of any building, structure, or facility wherein an alarm system is maintained.

“False alarm” shall mean an alarm signal, eliciting a response by public safety officers when a situation requiring a response by the public safety officers does not in fact exist, but does not include an alarm signal caused by violent conditions of nature or extraordinary circumstances not reasonably subject to control by the alarm business operator or alarm user.

“Public safety officer” shall mean a member of the Fire or Police Department, employed by or volunteers for the City. (Ord. 1180-A § 2, 2013)

9.16.020 False alarms.

A. Signals from an alarm system which are false are a nuisance.

B. Beginning with the third false alarm in any calendar year, the City shall impose a fee of \$25.00. The fourth and subsequent false alarm will result in a fee of \$50.00 for each occurrence.

C. Any alarm user delinquent in payment of false alarm fees in excess of 60 days shall have the account submitted to collections and an additional fee of 50% of the total will be applied to the account. (Ord. 1180-A § 3, 2013)

9.16.030 Alarm testing.

Whenever an alarm user or alarm system salesperson deems it necessary to test or otherwise intentionally set off or activate an alarm system, he or she shall notify the Police Department or Fire Department of the test or otherwise intentional activation of an alarm prior to actual testing being conducted. The Police Department should be notified if the activation is a security alarm and the Fire Department should be notified if the activation is a fire alarm. Failure to do so shall result in that user being considered as having a false alarm. (Ord. 1180-A § 4, 2013)

9.16.040 Unlawful to program device into 911 line.

It is unlawful for any person to program an automatic dialing device to call a 911 line, the Warrenton Police Station, or the Warrenton Fire Station. (Ord. 1180-A § 5, 2013)

9.16.050 Administration and appeal.

At such times as an alarm user or alarm system salesperson disagrees with determinations relating to the designation of a “false alarm,” he or she may appeal in writing to the City Manager and shall receive a determination. He or she may then appeal in writing and request a hearing before the City Commission. The decision of the City Commission will be final. (Ord. 1180-A § 6, 2013)

9.16.060 Penalty.

A. A violation of any provision of this chapter may be punishable by a fine not to exceed \$500.00.

B. Each violation of a separate provision of this chapter shall constitute a separate offense, and each day that a violation of this chapter is committed or permitted to continue shall constitute a separate offense. (Ord. 1180-A § 7, 2013)

RESOLUTION NO. 2620

Introduced by All Commissioners

ADOPTING FALSE ALARM FEES FOR POLICE AND FIRE RESPONSES AND
REPEALING RESOLUTION NO. 830

WHEREAS, the City of Warrenton imposed a fee on excessive false alarms in homes, businesses, and public buildings that the Police Department and Fire Department respond. False alarms are not a legitimate alarm caused by an intruder, fire, storm, or another emergency.

WHEREAS, excessive false alarms are considered to be three or more false alarms in a twelve-month period; and

WHEREAS, the fees require an adjustment to be more consistent with current response costs and the rates charged by other municipalities; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Warrenton City Commission adopts the following fees for excessive false alarms as described in Chapter 9.16 of the Warrenton Municipal Code.

- A. The third false alarm in any twelve-month period shall be \$50.00.
- B. The fourth false alarm in any twelve-month period shall be \$100.00.
- C. The fifth false alarm in any twelve-month period shall be \$150.00.
- D. The sixth and subsequent false alarm in any twelve-month period shall be \$200.00 each alarm.

SECTION 2. Resolution No. 830 is hereby repealed.

SECTION 3. This Resolution becomes effective thirty days after its adoption.

First Reading: February 22, 2022

Second Reading: March 8, 2022

ADOPTED by the City Commission of the City of Warrenton this 8th, day of March 2022.

APPROVED

Henry A. Balensifer, III
Mayor

ATTEST

Dawne Shaw, CMC, City Recorder

RESOLUTION NO. 830

Introduced by Commissioner CARRUTHERS

IMPOSING A FEE ON ALARMS TO THE POLICE DEPARTMENT
THAT ARE NOT THE RESULT OF INTRUDERS OR OTHER EMERGENCY

The City of Warrenton, Oregon, resolves as follows:

Section 1. Those businesses and private homes with alarm systems that require police response shall be subject to a fee for excess alarms that are not the result of intruders or other emergency. Excess false alarms will be considered those over two within any twelve month period.

Section 2. The amount of false alarm fee will be \$25.00 for the third false alarm and \$50.00 for the fourth or more false alarms.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED by the City Commission of the City of Warrenton,

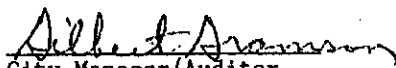
Oregon, this 20TH day of OCTOBER 1993.

APPROVED AND ADOPTED by the Mayor of the City of Warrenton,

Oregon, this 20TH day of OCTOBER 1993.


Mayor

ATTEST:


City Manager/Auditor



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Kyle Sharpsteen, Operation Manager
 DATE: Date of meeting February 22nd, 2022
 SUBJ: Vacuum Trailer Purchase

SUMMARY

Public Works has received quotes for a vacuum trailer with valve exerciser from Owen Equipment, Vermeer and Enviroclean.

Vermeer quotes \$87,817.91.00

Enviroclean quoted \$101,750.00

Owen Equipment quoted \$53,875.00

RECOMMENDATION/SUGGESTED MOTION

I move to authorize public works to enter a contract with Owen Equipment for a Hurco Vac300 Vacuum trailer with SD800 valve exerciser for \$53,875.00

ALTERNATIVE

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

FISCAL IMPACT

This purchase is budgeted in the 2021-22 Capital Improvement Program.

Approved by City Manager:

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

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

CONTRACT:

This Contract made and entered into this 22nd day of February 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon, hereinafter called "CITY," and Owen Equipment Company 13101 NE Whitaker Way, Portland, OR 971230, hereinafter called "CONTRACTOR", duly authorized to do business in Oregon.

WITNESSETH

WHEREAS, the CITY requires goods and services which CONTRACTOR is capable of providing, 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: Vacuum Excavator Trailer w/ Valve Exerciser)

A. CONTRACTOR shall provide goods and services for the CITY, as outlined in its attached quote, dated 1-12-2022, 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 \$53,875.00 for providing goods and performance of those services provided herein;

B. The CONTRACTOR will submit a final invoice referencing 610025 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@ci.warrenton.or.us. City pays net 21 upon receipt of invoice.

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

3. 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 Linda Engbretson, City Manager.

5. CONTRACTOR'S REPRESENTATIVE

For purposes hereof, the CONTRACTOR'S authorized representative will be Shawn Patrick.

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's 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 disabled provided the party so disabled shall within ten (10) days from the beginning such delay notify the other party in writing of the causes of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation.

10. NONWAIVER

The failure of the CITY to insist upon or enforce strict performance by 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 the Commercial General Liability Insurance (with separate limits). Combined single limit per occurrence will not be less than \$1,000,000, and annual aggregate not less than \$2,000,000.

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 due, to all persons supplying CONTRACTOR labor or material for the prosecution of the work provided for this contract.

Contractor shall pay all contributions or amounts due 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. BUSINESS LICENSE

A City of Warrenton Business License is required for all businesses working within the City of Warrenton. Information for this process is available on the City of Warrenton website at <http://ci.warrenton.or.us/> or by calling 503-861-2233.

23. 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



| | | |
|---|--|---|
| <p>Kyle Sharpsteen City of Warrenton 45 SW 2nd St. Warrenton, OR 97146 kyle@ci.warrenton.or.us (503) 298-9306</p> |  | <p>Quote # 1-12-2022</p> |
| <p>Shawn Patrick Owen Equipment Company 13101 NE Whitaker Way Portland, OR 97230 spatrick@owenequipment.com (971) 282-1499</p> | | |

Thank you for the opportunity to quote on the following items. Please call on me if I can be of any further assistance.

| Qty. | Description | Unit Price | Total |
|------|---|-------------------|--------------------|
| 1 | Hurco Vac300 Vacuum Trailer – Gas 37 HP Gas Engine, 300 Gallon Debris Tank, 95 Gallon Fresh Water Tanks, 495CFM PD Blower | \$35,800.00 | \$35,800.00 |
| | Optional Equipment: | | |
| | Hydraulic Hose Reel – Auto Recoil | \$1,385.00 | |
| | Additional Auxillary Port and Thermostatically Controlled Oil Cooler | \$840.00 | |
| | Pressure Washer Hose Reel – Auto Recoil | \$480.00 | |
| | Hot Water Heater 200,000 BTU | \$7,560.00 | |
| | Light Bar with 3 Option Control Box | \$950.00 | |
| | Tool Box 30" x 17" x 12" | \$800.00 | |
| | Additional Suction Wand | \$275.00 | |
| | Vac Cone Holder | \$150.00 | |
| 1 | SD800 Spin Doctor Valve Exerciser | \$9,975.00 | \$9,975.00 |
| 1 | Extended Reach Option- Required for Trailer Mounts | \$1,950.00 | \$1,950.00 |
| 1 | Suction Hose Conversion from 3" to 4"-Owen Equipment | \$1,650.00 | \$1,650.00 |
| | | Sub Total: | \$49,375.00 |
| | | Shipping: | \$4,500.00 |
| | | Total: | \$53,875.00 |

Terms: Net 30 days, Quote Good for 60 Days
 *****TAX NOT INCLUDED IN PRICE*****



**AFFORDABLE VACUUM
HYDRO EXCAVATION**

VAC300

The HURCO VAC300 is the perfect trailer mounted hydro excavation tool, making quick work of your maintenance, repair and excavation needs.

We utilize top of the line components including Cat® or Kohler® engines and Gardner Denver® blowers, so you know you'll have years of hassle free performance.

The 330 gallon spoils tank provides ample capacity for smaller daily tasks, such as:

- Potholing for buried utilities
- Clean out water main valve boxes, catch basins and storm drains
- Making post holes for signs or fences
- Excavate and replace valve boxes
- Various jobsite cleanup tasks

For a 600 gallon spoils / 200 gallon water option, we offer the VAC600, which provides the best suction, water pressure and ease of use of any comparable unit available.

Visit our website for more information, or call us for a demonstration!



Specifications

VAC300 GAS OR DIESEL

POWER / CONTROLS

POWER / CONTROLS

| | |
|------------------|--|
| Engine | DEISEL: Caterpillar C2.2 Industrial Diesel Engine. Highly Regulated. 49.6 bhp. 27.0 bkW. 3000 rpm. I4, 4-Stroke. Amply powered to perform all activities simultaneously at noted performance. EPA (US) Tier 4 Interim, Stage IIA (EU) emissions requirements. GAS: 37HP Gasoline Engine. Kohler Command Pro. V-twin cylinder, 4-cycle. Amply powered to perform all activities simultaneously at noted performance. Meets EPA and CARB Emissions Standards. |
| Controls | Curbside Panel. Digital tachometer / engine hour meter, vacuum gauge, spoils rear door switch, water pump switch, strobe light switch, work light switch, low water bypass switch, Spin Doctor / Aux Switch, engine control panel Model LOFA EP250 |
| Electrical Power | 12 Volt system. 12 Volt Battery. |
| Hydraulic System | 9 GPM @ 2250 PSI. Direct coupled hydraulic pump. Temperature / oil level gauge, pressure gauge, spin on filter, 15 gallon reservoir. |

SPOILS

SPOILS

| | |
|---------------------|--|
| Debris Holding Tank | 300 gallon holding capacity. Top hinged fully opening dump door with twin hydraulic lift cylinders. Door is locked using a 4 point spider positive locking system. Compressible rear door O-ring. Vacuum breaker factory preset and certified at 14 Hg. 4 inch rear door dump valve. 4 inch steel suction tube with 4 inch gate valve. |
| Dumping | 32 degree angle fixed pitch debris tank for self unloading. No mechanical lift will be allowed. 4 inch drain valve to dump liquids without opening rear door. |

VACUUM

VACUUM

| | |
|----------------|--|
| Vacuum Pump | 495 CFM @ 14 Hg. Gardner Denver Legend R Series Blower. Dual Belt Driven. 80 db silencer muffler. HiCFM available for diesel - 845 CFM @ 14" Hg (referred to as 1000 CFM) |
| Filtration | 19 - 5 micron filtration tubes. Grain dust rated. Washable. High velocity heavy material dropout debris tank with 3 inch quick drain valve. |
| Hose and Wands | 25 feet of 3 inch hose with quick connect ball and socket connection on both ends. Hose end increases at suction tube to 4 inch to help prevent clogging. 3 inch suction tube with PVC extension, 8 feet long. |

WATER

WATER

| | |
|----------------------|---|
| Pressure Washer Pump | 4.8 GPM at 3000 PSI. Clutch operated, single belt drive, Cat Pump pressure sensitive regulating unloader valve. Y-strainer water filter element. 6 gallon antifreeze tank with 2 position selector valve. |
| Capacity | 95 gallon water tank. |
| Hose and Wands | 50 feet high pressure hose on manual hose reel with positive lock for travel. 3 foot wash down wand and 8 foot emulsifying wand. High pressure quick disconnects. |

TRAILER / LIGHTING

TRAILER / LIGHTING

| | |
|-----------------------------------|--|
| Trailer Frame | Power System Skid Frame is constructed of 4" x 1-5/8" 5.4 lbs structural steel channel. All spliced joints are reinforced with a splice plate. Frame deck is 7 ga. steel. Power System plate is mounted on anti-vibration mounts. 2 - 7000 lb Dexter Torflex axles with electric brakes. 285.16 load range E tires and wheels. Battery operated electric breakaway brake system. 7000 lb Bull Dog trailer jack. Acid wash and baked on Powder Coat finish. Non-skid surface on fenders. 2-5/16 standard Ball Hitch with safety chains. Pintle hitch available. |
| Lighting / Reflectors | DOT approved LED lights with environmentally sealed connectors. DOT Red and White safety striping and side marker lights. Provides all legally required lighting and reflectors for trailers under 80" wide. 12 volt DOT compliant amber strobe light. 2 swiveling work lights. |
| Approximate Weight and Dimensions | Overall - 204" long x 79" wide x 98" height to top of strobe light. 12" ground clearance. GVWR - 4600 lbs. Payload capacity - 14000 lbs. Tongue weight - 550 lbs |

ADDITIONAL OPTIONS

ADDITIONAL OPTIONS

| | |
|----------------------|---|
| Tool Box | Heavy Duty locking polished diamond plate tool box. |
| Arrow Board | Programmable arrow board with controller |
| Wands | Additional sized pressure washer wands and suction wands |
| Heat Exchanger | Thermostatic Controlled fan cooled heat exchanger / cooler and temperature gauge. |
| Hot Water Heater | Diesel fired. 12 volt burner. 340,000 BTU. 9 GPM @ 4000 PSI capable. |
| Auxiliary Hydraulics | Auxiliary power tool circuit |
| Hydraulic Tools | Various hydraulic tools available. Contact Hurco for information. |

Additional options may be available; please contact us with any requests.

Visit our website for more information, or call us for a demonstration!





**VALVE & HYDRANT
MAINTENANCE AND DATA
COLLECTION SYSTEMS**



Spin Doctor® 400™

The most affordable of the Spin Doctor® line, the Spin Doctor 400 really gets the job done. Our standard Spin Doctor 400 is a durable design that will handle any valve requiring up to 400 ft. lbs of torque. This includes nearly every municipal water supply valve made.



Spin Doctor® 800™

The Spin Doctor® 800 is a rugged and powerful valve exerciser. Teamed with an 800 ft lb hydraulic motor, the Spin Doctor 800 gives you the power you need for those really tough valves. Direct drive means you have the speed you need for those large and gear operated valves.



Spin Doctor® ERB-800™

The Spin Doctor ERB-800 uses the same quality features as the Spin Doctor 800 except it works on a primary horizontal axis with a hydraulically controlled vertical lift in the second arm. This patented feature makes accessing a valve or hydrant easier. It virtually eliminates valve wrench jump and with the pivoting head, connection to the valve wrench is fast and easy!

Performance

Spin Doctor™ Features and Options



| Performance | SD400 | SD800 | ERB800 |
|-------------------|---|---|--|
| Capacity | Operates all valves 4" - 60" | Operates all valves 4" - 60" | Operates all valves 4" - 60" |
| Speed | 0 - 60, depending on hydraulic supply flow | 0 - 60, depending on hydraulic supply flow 5 - 30 with ValveSTAR in Auto Mode | 0 - 60, depending on hydraulic supply flow 5 - 30 with ValveSTAR in Auto Mode |
| Torque | 0 - 400 ft lbs | 0 - 800 ft lbs | 0 - 800 ft lbs |
| Range | Approximately 270 degrees with Extended Reach, 180 degrees without | Approximately 270 degrees with Extended Reach, 180 degrees without | Approximately 270 degrees |
| Reach | Horizontal: 13' with ER; 9' without Vertical: 4' below surface, 7' above surface | Horizontal: 13' with ER; 9' without Vertical: 4' below surface, 7' above surface | Horizontal: 13' Vertical: 4' |
| Alignment | Self leveling head to allow for connection to valve not perfectly straight | Self leveling head to allow for connection to valve not perfectly straight | Self leveling head to allow for connection to valve not perfectly straight |
| Head Tilt | 90 degrees side to side 22 degrees front to back | 90 degrees side to side 22 degrees front to back | 22 degrees side to side 22 degrees front to back |
| ValveSTAR Capable | No | Yes - Can still run in manual mode when equipped with ValveSTAR option | Yes - Can still run in manual mode when equipped with ValveSTAR option |

Features

- All booms come with a LIFETIME WARRANTY for failure due to torque
- All valve exercisers are capable of being mounted by truck, trailer, or vacuum. Slides into any standard 2" receiver hitch.
- Supplied with valve key to operate standard AWWA 2" nut. Telescopic 4' to 9' range, with 3' extension pieces available.
- Unique vertical range allows for valve exercisers to easily reach valves on a hill or in a ditch.
- Vertically positioned SD400 and SD800 allow for reaching over fences and bushes without damaging them.
- When equipped with the ValveStar or ValveStar Auto, the SD800 and ERB800 can still function in manual mode for emergency situations, or when there is a computer failure.

Optional Equipment

- ValveStar - Allows for capturing all exercising data. Uses IMS software to create work orders, store data, and create detailed reports, (included with ValveStar).
- ValveStar Auto - Works in conjunction with the ValveStar to allow for hands free exercising.
- Power Pack - Available in 6.5HP for the SD400, or 14HP for any of the options.
- Trailer - Small trailer unit to contain all of your valve exercising equipment.
- Vacuum - Utility vacuum to allow for an all in one system for cleaning and maintaining valves.
- Slick Stick - Loosens corrosion on valve stems


HURCO
 TECHNOLOGIES, INC.
HURCOTECH.COM
1-800-888-1436



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Richard Stelzig, Public Works Director
DATE: February 22nd, 2022
SUBJ: Development Agreement – Trillium House Apartments

SUMMARY

The City is seeking approval from the City Commission to enter into a development agreement with the developers of Trillium House Apartments. The Warrenton Planning Commission approved the Trillium House Apartment Site Design with the conditions on April 8th, 2021. The conditions of approval include the following requirement:

A Development Agreement to be signed by the developer and Warrenton City Commission, or other funding mechanism acceptable to the city, that agrees to pay an additional System Development District Charge associated with the Chelsea Gardens rezone and Spur 104 Master Plan based on a proportionate share fee, as determined by the City's consultant, for impacts related to: traffic mitigation, sidewalks, parks, and trails. This agreement shall be signed by both parties prior to submitting any engineer or building plans or documents.

In coordination with the City Attorney, City Consultants, Public Works, and the Development Team, a fee in lieu and development agreement was prepared to meet the requirements of the above conditions of approval. The fee in lieu includes a proportionate share of the proposed master plan improvements noted in the Chelsea Gardens rezone and Spur 104 Master Plan. These improvements include traffic mitigation, sidewalks, parks, and trails.

In addition to the above-described fee in lieu, the developer will also pay the standard System Development Charges associated with this development.

RECOMMENDATION/SUGGESTED MOTION

Staff recommends the following motions;

"I move to approve the development agreement for the Trillium House Apartments project with the Mayors signature of approval."

ALTERNATIVE

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

FISCAL IMPACT

Approved by City Manager:

A handwritten signature in cursive script, appearing to read "Linda Engstrom", written over a horizontal line.

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF WARRENTON AND TRILLIUM HOUSE LIMITED PARTNERSHIP FOR TRILLIUM HOUSE APARTMENTS

THIS DEVELOPMENT AGREEMENT (“**Agreement**”) is entered into this ___ day of _____, 2022, by and between the City of Warrenton, a municipal corporation of the State of Oregon (“**City**”), and Trillium House Limited Partnership, an Oregon limited partnership (“**Trillium House**”).

RECITALS

1. The City has adopted the Spur 104 Master Plan (“**Master Plan**”) and related zoning code requirements for development of the Chelsea Gardens neighborhood of the City, an area approximately bounded by SE Ensign Lane, Highway 104 Spur and Highway 101. The Chelsea Gardens zoning would allow up to 344 housing units and up to 50,000 square feet of commercial space.

2. The City has approved the development of the Trillium House apartments, under Application Nos. 20-8 and V 21-1 (the “**Project**”), the first land use development to come into the area under the new zoning and master plan guidelines. The Project will provide 42 units of affordable housing funded in part by the State of Oregon, with the majority of units renting to residents who earn 60% of the area's median income.

3. In addition to system development fees per City code, the City included a requirement that Trillium House agree to pay additionally a fee in lieu (“**Fee in Lieu**”) of otherwise required improvements based on a proportionate share fee for impacts related to traffic mitigation, sidewalks, parks, and trails associated with buildout of the Master Plan. The purpose of this Agreement is to clarify the means by which the condition of approval shall be satisfied.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City and Trillium House agree to payment of such a Fee in Lieu by Trillium House under the following terms and conditions:

AGREEMENT

1. Fee. In addition to system charges prescribed by ordinance, Trillium shall be responsible for payment to the City of a Fee in Lieu of otherwise required improvements in accordance with the assumptions and calculations set forth in Exhibit “A”, which is attached hereto and incorporated herein by this reference.

2. Timing of Payment. The Fee in Lieu and any applicable SDCs as discussed in this Agreement shall be paid prior to the issuance of any construction permits.

3. Full Satisfaction. The City and Trillium House agree that payment of the Fee in Lieu shall satisfy Trillium House's condition of approval related to the proportionate share fee for impacts related to traffic mitigation, sidewalks, parks, and trails associated with buildout of the Master Plan. All other approval conditions imposed by the approval of the Project shall remain in full force and effect.

4. Effective Date. This Agreement shall become effective and binding as of the date of the last signature by the parties.

[signatures on following pages]

TRILLIUM HOUSE

Trillium House Limited Partnership, an Oregon limited partnership

By: NOHA Trillium House GP LLC, , an Oregon limited liability company, its
Administrative General Partner

By: Northwest Oregon Housing Authority, an Oregon public body corporate and
politic its Sole Member and Manager,

By: _____

James Evans, Interim Executive Director

By: Trillium House GP LLC, an Oregon limited liability company, its Managing General
Partner

By: Northwest Housing Alternatives, Inc., an Oregon public benefit nonprofit corporation
its Sole Member and Manager,

By: _____

Trell Anderson, Executive Director

CITY OF WARRENTON

By: _____

Its: _____

[notary blocks on following pages]

STATE OF OREGON)
): ss
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by James Evans, Interim Executive Director of Northwest Oregon Housing Authority, the sole member and manager of NOHA Trillium House GP LLC, the administrative general partner of Trillium House Limited Partnership, for and on behalf of the Partnership.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

STATE OF OREGON)
): ss
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Trell Anderson, Executive Director of Northwest Housing Alternatives Inc. the sole member and manager of Trillium House GP LLC, the managing general partner of Trillium House Limited Partnership, on behalf of said partnership.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

STATE OF OREGON)
): ss
County of)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by _____, _____ of the City of Warrenton,, for and on behalf of the City.

NOTARY PUBLIC FOR _____
My Commission Expires: _____

EXHIBIT “A”

Fees In Lieu Calculations

[see attached]

| Chelsea Gardens Fee in Lieu | |
|---|----------------------|
| Chelsea Gardens Park | |
| <i>Assumptions:</i> | |
| Land acquisition cost based on Trillium House purchase price of \$17.94/SF | \$ 269,100.00 |
| Construction of 15,000 SF park (includes; clear and grade site, landscaping, play equipment with surfacing, site furniture and dog run fence) | \$ 268,320.00 |
| Park - Sub-total | \$ 537,420.00 |
| Perimeter Bike Path | |
| <i>Assumptions:</i> | |
| Land for the eastern bike trail and Spur 104 trail will be dedicated as part of right of way improvements from individual property owners. | |
| Construction of east bike path (includes; survey, and 2,027 LF of grading, site prep and asphalt surfacing) | \$ 122,901.00 |
| Construction of Spur 104 bike path includes; survey, and 1.884 LF of grading, site prep, and 6' concrete sidewalk with curb and gutter. | \$ 197,302.00 |
| Trail - Sub-Total | \$ 320,203.00 |
| Park & Trails - TOTAL | \$ 857,623.00 |
| Residential and Commercial Distribution | |
| <i>Assumptions:</i> | |
| Distribution of Chelsea Gardens impact fees is based on land area dedicated to each use (commercial versus residential). | |
| Commercial - 12% of master plan area and build out of 50,000SF of commercial space | \$ 102,914.76 |
| Residential - 78% of master plan area and build out of 344 units | \$ 668,945.94 |
| Impact Fees for Residential and Commercial | |
| Commercial - Fee per Square Foot | \$ 2.06 |
| Residential - Fee per Unit | \$ 1,944.61 |
| Trillium House - Fee in Lieu | |
| Park and Trails - 42 Units at \$1,944.61 per unit | \$ 81,673.63 |
| Traffic Impact - Fee in Lieu (Based on 4/8/21 Proportionate Share Cost Analysis completed by DKS) | \$ 120,142.00 |
| TOTAL Trillium House Chelsea Gardens Fee in Lieu | \$ 201,815.63 |



AGENDA MEMORANDUM

TO: The Warrenton City Commission
FROM: Brian Alsbury, Fire Chief
DATE: February 15th, 2022
SUBJ: FEMA Grants

SUMMARY

Warrenton Fire Department would like to apply for two grants.

Grant one is to replace our aging hydraulic tools (Jaws of Life) cutter, spreader, and rams that were purchased by the Hammond Fire Department in the 80's, then relocated to Warrenton after the merger between the two cities. Our current tools are working and in-service, but they require yearly upkeep and the hydraulic fluid that is used is very corrosive. We have an opportunity to receive new updated Jaws of Life at a fraction of the cost. These new tools powered by a battery, like your cordless drill at home, freeing up valuable space in the apparatus. Without this opportunity it would cost the taxpayers approximately \$60,000 or more.

Grant two is to replace E-2721 at our Hammond Station (S27A) with a new Type 3 fire apparatus. E-2721 is a 1988 Marrion engine. It currently is in reserve status as a 2nd out engine. It no longer holds water due to a leaking tank and valves. Repairing E-2721 would be costly and only a band aid solution. It also has a manual transmission that only a few can operate. Hammond fire station currently only has one working engine and if that engine goes out of service during an emergency, Hammond would be unprotected until an engine arrived from Warrenton (S27). Having only one working engine at S27A could be a liability to the staff, fire dept, and the city of Warrenton. Replacing this engine is long

overdue and a high priority to the fire dept. Cost of a new Engine could be approximately \$460,000.00. If we apply for a grant to replace E-2721 and have success, the cost to the taxpayers would be approximately \$23,000.00,

Both grants matching funds can come from the Apparatus/Equipment replacement fund from the FY 2022/2023 budget.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the fire department apply for both an E-Tool grant and apparatus grant through FEMA AFG Grants."

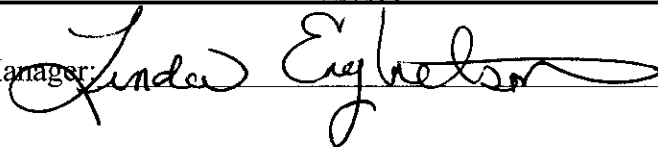
ALTERNATIVE

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

FISCAL IMPACT

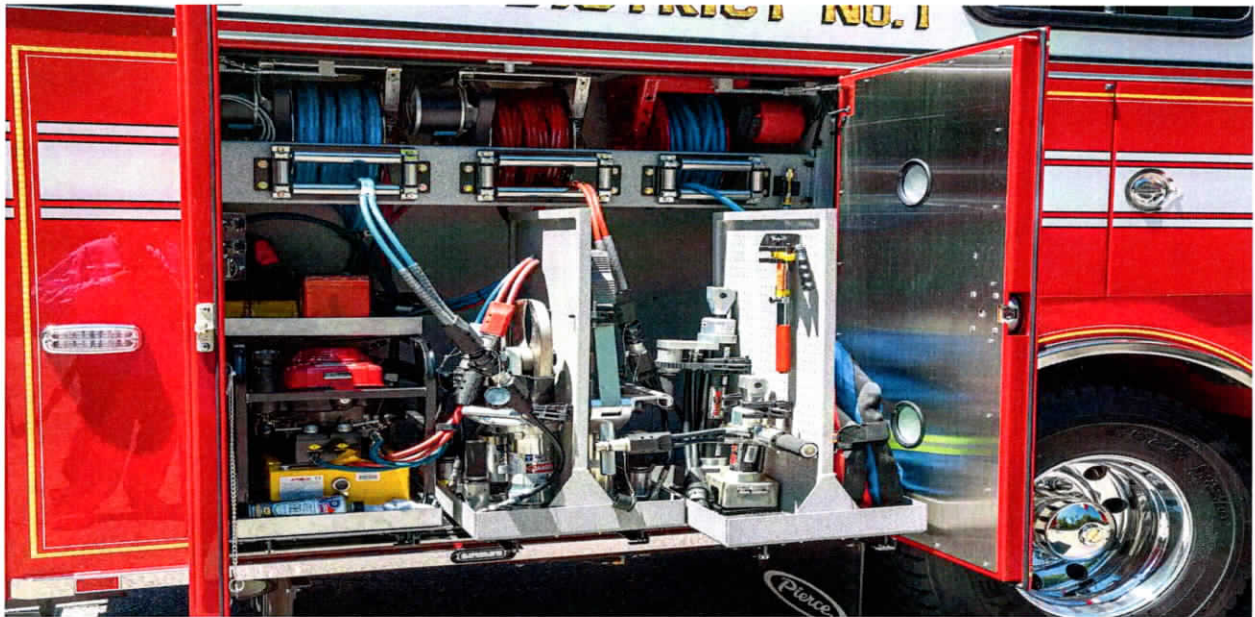
Fire Department will budget for this expense in the FY 2022/2023 Budget.

Approved by City Manager:

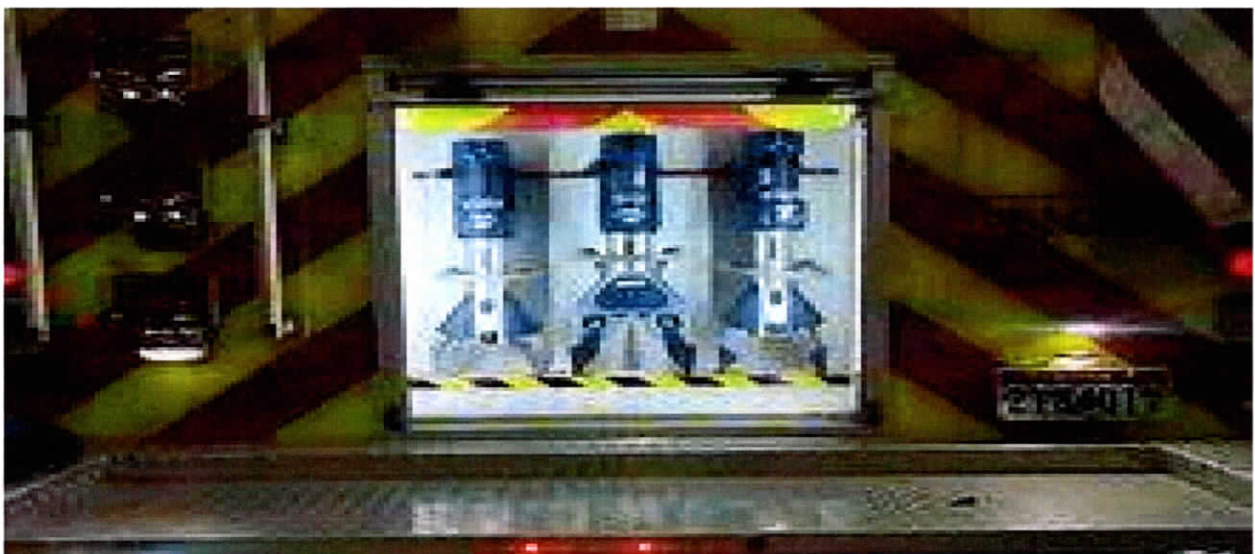


All supporting documentation, i.e., maps, exhibits, etc., must be attached to this memorandum.

Picture for reference only-Hydraulic tools take up a large area.



Picture for reference only-eTools take much less room to store and about half the weight of hydraulic tools





Type 3 wildland/urban interface engine FEMA AFG





AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: February 15, 2022
 SUBJ: FEMA SAFER Grant

SUMMARY

Warrenton Fire Department would like to apply for a FEMA SAFER Grant. This grant would give the Fire Department the ability to hire a Fire Marshal, implement safety/fire inspections of commercial business's, fire prevention, fire investigations, and community preparedness. FEMA SAFER Grants are 100% funded and do not require any matching funds. Funding would last for three years and at that point we would need to reapply or find an alternative funding source.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the fire department to apply for a FEMA SAFER Grant."

ALTERNATIVE

Find Alternative funding sources.

FISCAL IMPACT

None-Grant is 100% funded, requiring no funds from the City of Warrenton.

Approved by City Manager: _____

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



AGENDA MEMORANDUM

TO: The Warrenton City Commission
 FROM: Brian Alsbury, Fire Chief
 DATE: February 15, 2022
 SUBJ: Replacement of Engine 2725

SUMMARY

Warrenton Fire Department would like to replace our first out engine (E2725) with a new modern Fire Engine. E2725 is a 19-year-old, 2003 E-One Typhoon Pumper that was voted by the citizens of Warrenton in FY2001/2002 and paid for with a General Obligation Bond. The average life expediency of any piece of fire apparatus is 20 years. With it being 19 years old, we would like to replace E2725 by asking the voters for another General Obligation Bond. In today's market, fire engines can cost up to \$1,000,000 and take 9 months or more to build. We have been working with a local vender to spec out a replacement, see attached "as-builds" for reference.

RECOMMENDATION/SUGGESTED MOTION

"I move to authorize the fire department to seek funding for a replacement engine via a general obligation bond"

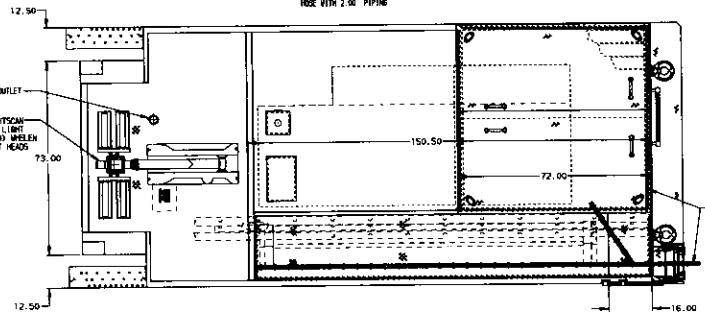
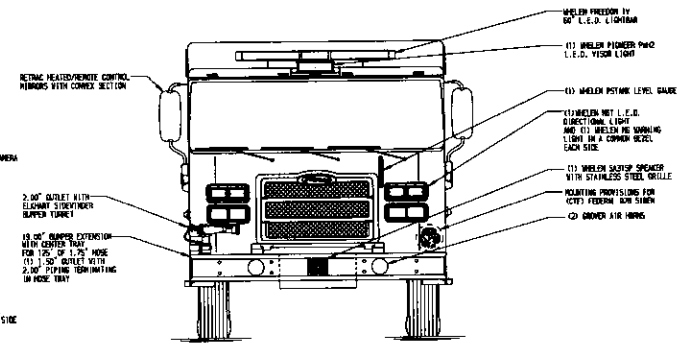
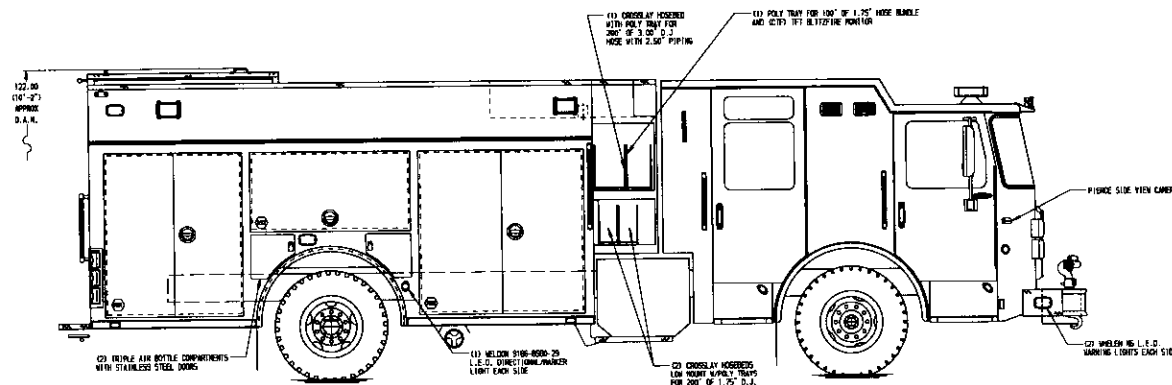
ALTERNATIVE -Find Alternative funding sources.

FISCAL IMPACT-The City will incur general obligation debt that will be repaid by levying taxes on property owners.

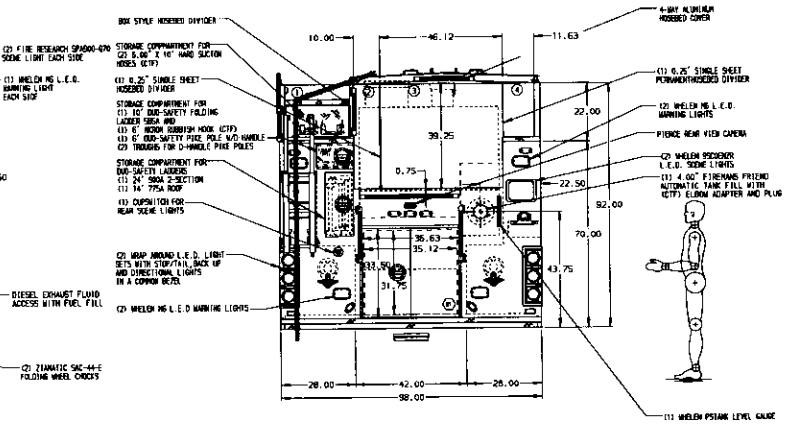
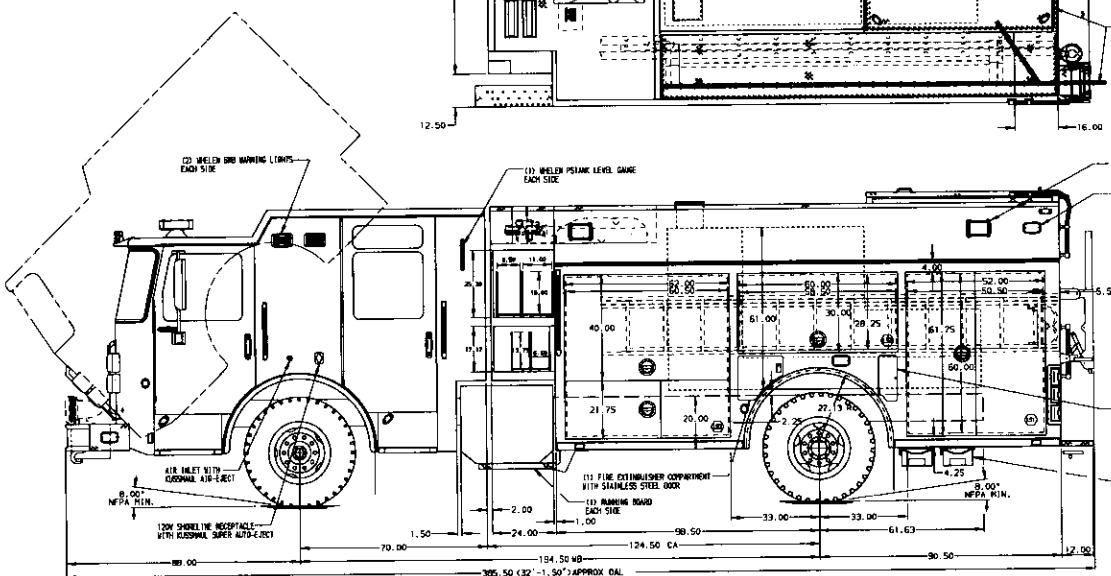
Approved by City Manager: _____

Shaw for LME

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



- HOSED CAPACITIES**
- ① UNLOFT
 - ② 200' OF 2.50\"/>
 - ③ 1500' OF 3.00\"/>
 - ④ OPEN STORAGE



ALUMINUM BODY

NOTE
DIMENSIONS SHOWN ARE APPROXIMATE AND ARE SUBJECT TO MINOR DEVIATIONS AS MAY OCCUR OR BE NECESSARY IN CONSTRUCTION.
MINOR DETAILS NOT SHOWN.

1. INPUT AUTOMATIC LINE CHANGING TO BE PROVIDED AT REAR
2. BATTERY CHARGER LOCATED IN REAR FLOORING AREA
3. BATTERY CHARGE INDICATOR LOCATED ON DRIVER'S SEAT RISER
4. GENERALLY FULL WIDTH (30\"/>
- 5. ONE FLOOR MOUNTED IN LINE CUT TRAY IN COMPARTMENT (LST) (P) AND (RST)
- 6. THE SHARED-OUT RELAYING TOOL BOXES IN COMPARTMENT (RST)
- 7. ONE DRAINAGE TECH BRUNNEN ASSEMBLY (IN LST)
- 8. 1/2\"/>

| | | | |
|---------------------------------|-----|-----------|---------|
| Place MANUFACTURING INC. | | JOB NO. | 32907 |
| | | SCALE | 1:24 |
| | | DATE | |
| DESIGN BY | LME | DRAWN BY | 04SEP18 |
| CHECKED BY | CCA | DATE | 04SEP18 |
| SHEET NO. | D | SHEET NO. | 1 of 1 |

| | | |
|--------------|-------------|---|
| CHASSIS DATA | TITLE | 1500-0-1000P 9806 WATER W/206 FOAM, 189\"/> |
| FOR | MONROE RFPD | MONROE, OREGON |
| REV | DATE | BY |

32907AD