

Lowell City Council
Regular Meeting
Tuesday, June 6, 2023 at 7:00 p.m.

Lowell Rural Fire Protection District Fire Station 1
389 N. Pioneer Street, Lowell, OR 97452

Members of the public are encouraged to provide comment or testimony through the following:

- Joining in person or by phone, tablet, or PC. For details, click on the event at www.ci.lowell.or.us.
 - In writing, by using the drop box at Lowell City Hall, 107 East Third Street, Lowell, OR 97452.
 - By email to: admin@ci.lowell.or.us.
-

Regular Meeting Agenda

Call to Order/Roll Call/Pledge of Allegiance

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray ___

Approval of Agenda

Consent Agenda

Council members may request an item be removed from the Consent Agenda to be discussed as the first business item of the meeting.

Public Comments

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record.

Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

The meeting location is accessible to persons with disabilities. A request for an interpreter for the hearing impaired or other accommodations for persons with disabilities must be made at least 48 hours before the meeting to City Clerk Sam Dragt at 541-937-2157.

City Council Meeting Agenda

Council Comments (three minutes per speaker)

Presentations

1. Presentation by Andy Vobora, Vice President of Stakeholder Relations with Travel Lane County. – 15 minutes

Public Hearings

Speakers will be limited to three (3) minutes. The Council may ask questions but will not engage in discussion or make decisions based on public comment at this time. The Mayor may direct the City Administrator to follow up on comments received. When called, please state your name and address for the record. Direct all comments to the Council through the Mayor. All speakers are expected to be polite, courteous, and respectful when making their comments. Personal attacks, insults, profanity, and inflammatory comments will not be permitted.

1. Resolution #800, “A resolution authorizing the sale of real property located at map and tax lot #19-01-14-24-04500 and authorizing the City Administrator to execute all documentation necessary to complete the sale.”
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
2. Resolution #801, “A resolution to establish water and sewer rates to be effective July 1, 2023.”
 - a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
3. Resolution #802, “A resolution declaring the city’s election to receive state revenues for fiscal year 2023/2024.”
 - a. The public hearing is now open at ____ (state time)
 - b. The purpose of this hearing is to provide the public with an opportunity to suggest potential uses of state revenue sharing funds. The City of Lowell anticipates receiving the following for fiscal year 2023-2024.
 - State Revenue Sharing: \$11,800
 - Cigarette Tax: \$780

City Council Meeting Agenda

- Liquor Tax: \$23,680
 - Marijuana Tax: \$2,400
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
4. Resolution #803, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2023/2024"
- a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)
5. Resolution #804, "A resolution certifying services."
- a. The public hearing is now open at ____ (state time)
 - b. Staff report – City Administrator
 - c. Public comment
 - d. The public hearing is now closed at ____ (state time)

Old Business

New Business

1. Motion to approve Resolution #800, "A resolution authorizing the sale of real property located at map and tax lot #19-01-14-24-04500 and authorizing the City Administrator to execute all documentation necessary to complete the sale."

Other Business

Mayor Comments

Community Comments: Limited to two (2) minutes if prior to 9:30 P.M.

Adjourn the Regular Meeting

City Council Meeting Agenda

Executive Session Agenda

Executive Sessions are closed to the public. Representatives of the news media and designated staff may attend Executive Sessions. Representatives of the news media are specifically directed not to report on any of the deliberations during the Executive Session, except to state the general subject of the session as previously announced. No decision will be made in this executive session. At the end of the executive session, we will return to open session and welcome the audience back into the room.

Call to Order/Roll Call

Councilors: Mayor Bennett ___ Harris ___ Stratis ___ Weathers ___ Murray___

Executive Session:

This executive session is being held pursuant to ORS 192.660(2)(i), to review and evaluate the employment-related performance of an employee or staff member. – City Administrator performance evaluation

Adjourn the Executive Session

Agenda Item Sheet

City of Lowell City Council

Type of item:	Other
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Item title/recommended action:

Review public comments

Justification or background:

The city received written comments from a citizen regarding park improvements. The citizen asked staff to present those comments to City Council. Those comments are included for City Council review during the public comment period.

Budget impact:

N/A

Department or Council sponsor:

City Council

Attachments:

Copy of citizen comments

Meeting date:	06/06/2023
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A lot of hard work and A lot of Good work By good people went into the building of Rolling Rock Park

In the beginning some 20+ years Ago Mayor Warren Weathers asked me if i would help develop the Park in down town Lowell A big Swamp that didn't Dry out until Aug. some years, I took on the project and started enlisting Volunteers A lot of hard work Went into the park a lot of Community Spirit. To See it just thrown away will be real sad.

I Don't know, But you might want to check with the Oregon Parks Dept, To see what they might think about us thrashing the Park and selling it off for a mini mall

There was talk about the Railroad Side walk connecting up with the Pacific Crest Trail, They were very excited about it being the connection through Lowell "They Loved our Park"

The community Spirit was very moving and something to be proud of, It would be a shame to lose it.

There was more volunteers than are listed on this sheet The complete list was at City hall, I don't know what came of it.

P.S. the 12 big leaf Maple trees were poisoned it took repeated poisoning to kill them., One very sad person!

Not one water Leak in all the 1 1/2" Water pipe that we installed in the park, The only water leak was city water pipe at the City Meter, No problem with the electrical wiring except the unneeded extra wire Added by ? for christmas lights,

CITY PARK UPDATE

This Park Project is being funded in part by a grant from The Oregon Parks and Recreation Department. This program uses Lottery dollars to fund the program and provide funding assistance for the acquisition, development and rehabilitation of park and recreation areas and facilities.

The City of Lowell is matching this grant with donated land, volunteer labor and donations.

The following companies and individuals have contributed to the park thus far.

DUO-CORP CONSTRUCTION from Lowell has donated forms, machines, labor and experience. APPROXIMATE VALUE: \$14,000.

KEVIN SMITH CONSTRUCTION from Dexter has donated 10 hours of tractor time, his machine and donated labor on the first 90 yards of cement pour. APPROXIMATE VALUE: \$1400.

THE GREEN TORTOISE BUS GARAGE of Lowell has donated 58 hours of shop time, grease, oil supplies and maintenance. APPROXIMATE VALUE \$3000.
And \$800 for beautiful Big Leaf Maple Trees.

STAR RENTALS AND SALES has donated equipment. VALUE OF \$1400.

Here is a list of Volunteers, Donated Hours, Paid Hours and where our volunteers are from. (As of 07-26-01).

<u>City</u>	<u>Name</u>	<u>Hrs. Donated</u>
Lowell	Michael Cobiskey	642
Lowell	Mike Largent	186
Lowell	Eric Flocchini	152
Lowell	Jake Anheluk	120
Lowell	Clarence Cobiskey	116
Lowell	Thane Corpron	108
Lowell	Les Swarm	107
Lowell	Lucie Swarm	92
Lowell	Keith Corpron	70
Lowell	Jim Hill	55
Lowell	Savannah Cobiskey	32
Dexter	Kevin Smith Constr.	32
Eugene	Danny Stephens	32
Lowell	Warren Weathers	28
Lowell	Walter Garrett 5th	28
Lowell	Mike Pyle	27
Lowell	Maureen Weathers	24
Springfield	Tony Corpron	24
Dexter	Kevin Smith	24
Lowell	Beth Simmons	24
Lowell	David Todd	14
Lowell	Tim Stratis	14
Lowell	Roy Nelson/tractor(6hrs)	13
Fall Creek	Jef Jalof (JJ) w/tractor	8
Colorado	Jake Valdez	8
Lowell	Richard Johnson	8
Lowell	Mia Nelson	8
Lowell	Jeff Becraft	6
Springfield	Joyce Cobiskey	6
Lowell	Jimmy Largent	6
Eugene	Allen Hesch	6
Lowell	Arbor Nelson	6
Fall Creek	Megan Prouty	6
Lowell	Mike McNalley	6
Salem	<u>OCI Inmates (11 men)</u>	<u>336</u>
TOTAL		2374

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
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Item title/recommended action:

Resolution #800, "A resolution authorizing the sale of real property located at map and tax lot #19-01-14-24-04500 and authorizing the City Administrator to execute all documentation necessary to complete the sale."

Justification or background:

On April 19, 2023 the city marketed the vacant lot on the 70 N. Pioneer St. campus as for sale. The city advertised the sale through the multiple listing service, the city website and Facebook page, and with a large "for sale" sign. In response, the city received 3 offers. A summary of the offers is as follows: (1) OFFEROR. Hunter Harris. PURCHASE PRICE. \$65,000. OTHER TERMS. \$5,000 deposit. City pays closing costs. Agrees to purchase as-is. (2) OFFEROR. TYJB LLC. PURCHASE PRICE. \$90,000. DEPOSIT. \$5,000. OTHER TERMS. Buyer to pay all escrow fees. Agrees to purchase as-is. (3) OFFEROR. Brothers Plumbing. PURCHASE PRICE. \$60,250. DEPOSIT. 10% of agreed-upon price. OTHER TERMS. Agrees to improve alleyway for access.

State law requires the city to hold a public hearing prior to selling real property. Staff advertised the public hearing in the Register Guard on May 28, 2023, as well as on the city website. After the public hearing, City Council may vote to accept the offer from TYJB LLC. Closing on the property will occur shortly thereafter.

Agenda Item Sheet
City of Lowell City Council



Type of item:	Other
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Budget impact:

Revenues of \$90,000 from the highest offer, to offset the 70 N. Pioneer St. renovation costs.

Department or Council sponsor:

Administration

Attachments:

Vacant land real estate agreement with addenda

Meeting date:	06/06/2023
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Public Notice
Notice of Public Hearing for Sale of Real Property
Located at map and tax lot #19-01-14-24-04500
City of Lowell, Oregon

The City Council of the City of Lowell will hold a public hearing to take comments on the sale of real property located off N. Hyland Lane, Lowell, OR 97452 and consisting of map and tax lot 19-01-14-24-04500. The lot is approximately 0.26 acre and is adjacent to the library and City Hall located at 70 N. Pioneer Street. The public hearing will take place at 7:00 PM on June 6, 2023 at the Lowell Fire Department, 389 N. Pioneer St., Lowell, OR 97452.

The reason for the sale is that the property is currently vacant, the city has no use for it, and the sale will allow private development of the site. The proposed use of the property is development in accordance with the new Downtown Residential Detached zoning designation. The city intends to use the sale proceeds to reduce the loan used to finance the construction of the new City Hall. The city obtained an appraisal of the property on April 4, 2023, with an appraised market value of \$105,000. On April 19, 2023, the city advertised the property as being for sale. The city received 3 offers on the property. At the May 16, 2023 meeting, City Council reviewed the offers and tentatively selected the offer from TYJB LLC, contingent on completion of the public hearing scheduled for June 6, 2023. A summary of the offer from TYJB LLC includes: \$90,000 purchase price, \$5,000 deposit, buyer agrees to pay escrow fees, and buyer will pay \$1,000 over competing offers up to \$155,000. The agreed upon purchase price is \$90,000. A summary of the other two offers includes: One offer has a purchase price of \$65,000, \$5,000 deposit, and the city paying closing costs. The other offer has a purchase price of \$60,250 and 10% deposit for final agreed upon purchase price. These offers are available for public inspection in the City Administrator's office during regular business hours. After the public hearing, the City Council may vote to sell the property to TYJB LLC.

Any written comments concerning the proposed sale received by the city prior to the public hearing will be provided to the City Council. Any interested party may provide spoken or written comments at the public hearing. Members of the public may participate in person or electronically through Zoom meeting by personal computer, tablet, or telephone. For instructions on how to join electronically, go to the following Web address and select the meeting in question: <https://www.ci.lowell.or.us/calendar>.

Questions concerning the sale of the property may be directed to City Administrator Jeremy Caudle by calling (541) 937-2157 or by email at admin@ci.lowell.or.us.

CITY OF LOWELL, OREGON

RESOLUTION 800

**A RESOLUTION AUTHORIZING THE SALE OF REAL PROPERTY
LOCATED AT MAP AND TAX LOT #19-01-14-24-04500 AND AU-
THORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOC-
UMENTATION NECESSARY TO COMPLETE THE SALE.**

The City Council of the City of Lowell finds:

A. The City of Lowell owns real property located on the map and tax lot number 19-01-14-24-04500. The real property is surplus property with no use to the city.

B. The sale of this surplus property is advantageous to the city in that it will provide funds necessary to offset the costs of the 70 N. Pioneer Street renovation project. It is the city's intention to use all the sale proceeds for the 70 N. Pioneer Street project. The sale of is also advantageous to the city in that the lot's development will add to the city's tax base.

C. The city put the real property up for sale on April 19, 2023 using a "for sale by owner" method. The sale of was advertised through the multiple listing service, the city website, the city's Facebook page, as well as with a large "for sale" sign that was placed on the property.

D. The city received 3 offers on the property. After reviewing the offers, the city decide to accept the offer from TYJB LLC on the basis of price. The terms of the offer include selling the property "as-is" for \$90,000.

E. The city held a public hearing on the sale on June 6, 2023.

[This section left intentionally blank.]

NOW, THEREFORE, BE IT RESOLVED by the city Council of the city of Lowell, Oregon as follows:

Section 1. The city of Lowell accepts the May 17, 2023 offer from TYJB LLC to purchase the real property located at map and tax lot # 19-01-14-24-04500 for \$90,000.

Section 2. City Administrator Jeremy Caudle is authorized and directed to execute all documentation necessary to complete the sale of the real property located at map and tax lot # 19-01-14-24-04500 to TYJB LLC.

Adopted by the city Council of the city of Lowell this 6th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, city Recorder



Sale Agreement # **Lot-04500**

RESIDENTIAL


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)*: **Kaoo A Stephens** Oregon License #: **201205201**
 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)*: **Keller Williams Realty /Eugene-Spfld** Firm License #: **200606400**
 6 Buyer's Agent's Office Address: **2645 Suzanne Way, Eugene, OR 97408**
 7 Phone #1: **(541)431-6480** Phone #2: **(541)743-1377** E-mail: **kastephens@kw.com**

8 Seller's Agent(s)*: **City Of Lowell-seller represents self.** Oregon License #: **n/a**
 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)*: **City of Lowell Office** Firm License #: **n/a**
 11 Seller's Agent's Office Address: **70 N Pioneer St., Lowell, OR 97452**
 12 Phone #1: **(541)937-2157** Phone #2: Phone #3: E-mail: **admin@ci.lowell.or.us**

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 above.
 14 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
 15 in that Real Estate Firm, Buyer and Seller acknowledge said principal broker will become the disclosed limited agent for both Buyer and Seller as
 16 more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).
 17 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
 18 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
 19 Agency Acknowledgment will not constitute acceptance of this Agreement or any terms herein.

20 Buyer  Print **TYJB LLC** Date **5/9/2023** ←
 21 Buyer 081A39850ED744F... Print _____ Date _____ ←
 22 Seller Print **City Of Lowell** Date _____ ←
 23 Seller Print _____ Date _____ ←

VACANT LAND REAL ESTATE SALE AGREEMENT

24 This Agreement is intended to be a legal and binding contract. If it is not understood, seek competent legal advice before signing. For an explanation
 25 of the printed terms and provisions in this form, seller and buyer are encouraged to closely review the definitions and miscellaneous section below.
 26 No changes or alterations are permitted to any portion of the pre-printed format or text of this form. Any such proposed changes or alterations must
 27 be made on a separate document.

28 **1. PARTIES/PRICE/PROPERTY DESCRIPTION:** Buyer **TYJB LLC**
 29 offers to purchase from Seller **City Of Lowell**
 30 the following described real property (the "Property") situated in the State of Oregon, County of _____ **Lane** _____,
 31 and commonly known or identified as (insert street address, city, zip code, tax identification number, lot/block description, etc.):
 32 **19-01-14-24-04500, Lowell, Or 97452**
 33 (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
 34 Escrow (defined in Section 16 - Escrow) for purposes of legal identification and conveyance of title.)
 35 for the "Purchase Price" (in U.S. currency) of A \$ **90,000.00**
 36 on the following terms: as earnest money, the sum of (the "Deposit") B \$ **5,000.00**
 37 on _____, as additional earnest money, the sum of (the "Additional Deposit") C \$ _____
 38 at or before Closing, the balance of the down payment D \$ **85,000.00**
 39 at Closing and on delivery of the Deed Contract, the balance of the Purchase Price..... E \$ **0.00**
 40 will be paid as agreed in the Financing Sections of this Agreement. *(Lines B, C, D, and E should equal Line A)*

Buyer Initials  / _____ Date **5/9/2023**

Seller Initials _____ / _____ Date _____

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Sale Agreement # Lot-04500

RESIDENTIAL

FINANCING

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

45 If this transaction is contingent upon Buyer obtaining the above-mentioned funds, Buyer will add an express contingency in Section 6 of this
46 Agreement.

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 Period, Seller
55 will be deemed to have approved the Verification. If Buyer fails to submit a Verification within a time frame selected above, unless the parties agree
56 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 VA/FHA Amendatory Clause and Real Estate Certification to this
60 Agreement.
61 Other (*Describe*): _____
62 Buyer agrees to seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program
63 selected above.

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

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

73 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.

74 **3.2 FAILURE OF FINANCING CONTINGENCIES:** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or
75 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
76 Buyer's Notice to Seller to either (a) terminate this transaction by signing an OREF 057 Termination Agreement and terminate escrow by signing a
77 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
78 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
79 3.2 (Failure of Financing Contingencies), this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer
80 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
81 as Seller determines, in Seller's sole discretion.

Buyer Initials [Signature] / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____



Sale Agreement # **Lot-04500**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

82 **3.3 BUYER'S OBLIGATIONS REGARDING FINANCING:** Buyer represents to and agrees with Seller as follows:

83 (1) Not later than ____ Business Days (three [3] if not filled in) following the Effective Date, Buyer will submit to the Lender who provided
84 the Pre-approval Letter a completed loan application for purchase of the Property. A "completed loan application" will include the following
85 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
86 the value of the Property, and (vi) the loan amount sought.

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

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

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

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

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

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

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

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

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

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

113 **5.2 FLOOD INSURANCE:** If the Property is located in a designated flood zone, flood insurance may be required as a condition of a new loan. Buyer
114 is encouraged to promptly verify the need, availability, and cost of flood insurance, if applicable. An Elevation Certificate ("EC") is the document used
115 by the National Flood Insurance Program to determine the difference in elevation between a home or building and the elevation to which floodwater
116 is 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
117 requires an EC depends on when it was constructed. An EC must be prepared and certified by a land surveyor, engineer, or architect who is
118 authorized zone 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
119 thousand. If the Property requires an EC, it will need to be obtained prior to receiving a flood insurance quote. Additionally, a lender may require an
120 EC as a condition of loan approval. For more information, go to www.fema.gov.

121 **6. ADDITIONAL FINANCING PROVISIONS** (for example, closing costs): _____
122 _____
123 _____
124 _____
125 _____

Buyer Initials [Signature] / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____



Sale Agreement # Lot-04500

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

CONTINGENCIES

126 **7. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller or Seller's Agent will order from the title insurance company
 127 selected at Section 16 (Escrow) below, a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for
 128 the Property. The parties instruct Escrow to furnish the Reports and Documents to Buyer, as soon as the Reports and Documents are available using
 129 the Notification Method described in Section 29(2) (Miscellaneous) below. Unless otherwise provided in this Agreement, this transaction is subject to
 130 Buyer's review and approval of the Report and Documents. If the Report and Documents are not fully understood, Buyer should contact the title
 131 insurance company for further information or seek competent legal advice. The Buyer's and Seller's Agents are not qualified to advise on specific
 132 legal or title issues.

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

143 **8. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the Property by qualified licensed professionals
 144 relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended
 145 purpose, and environmental issues. The following list identifies some, but not all, environmental issues found in and around many properties that may
 146 affect health: asbestos, carbon monoxide, electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water,
 147 lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others,
 148 Buyer is encouraged to secure the services of a licensed professional inspector, consultant, or health expert, for information and guidance. Neither
 149 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
 150 review the website of the Oregon Public Health Division at www.public.health.oregon.gov.

151 **Select only one box below:**

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


155 Identify Invasive Inspections: _____

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

157 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
 158 intended use including, but not limited to, market feasibility, engineering and soils studies, investigation of zoning, subdivision, or other land use
 159 restrictions, and availability of utilities.

160 Buyer will have ____ Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections
 161 and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection
 162 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
 163 following termination, Buyer will promptly comply.

164 Seller will not be required to modify any terms of this Agreement. Unless a written agreement has already been reached with Seller regarding
 165 Buyer's requested repairs, Buyer may give Notice to Seller, using OREF 064 Notice of Buyer's Unconditional Disapproval, at any time during
 166 the Inspection Period, of Buyer's unconditional disapproval of the Property based on any inspection report, in which case all Deposits will be
 167 promptly refunded and this transaction will be terminated. If Buyer fails to provide Seller with written unconditional disapproval of any inspection

Buyer Initials  / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____

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168 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
169 expiration of the Inspection Period, written agreement is reached with Seller regarding Buyer's requested repairs, the Inspection Period will
170 automatically terminate unless the parties agree otherwise in writing.

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

172 **Buyer's Waiver of Inspection Contingency:** Buyer represents to Seller and all Agents and Firms that Buyer is fully satisfied with the
173 condition of the Property and all elements and systems thereof and knowingly and voluntarily elects to waive the right to have any inspections
174 performed as a contingency to the Closing of the transaction. At Buyer's expense, Buyer may have the Property inspected by one or more
175 licensed professionals of Buyer's choice for informational purposes only. Buyer must specifically identify in this Agreement any desired invasive
176 inspections that may include testing or removal of any portion of the Property (for example, radon and mold).

177 Identify invasive inspections: _____

178 Buyer will restore the Property following any inspections of tests performed by Buyer or on Buyer's behalf. Buyer will have _____ Business Days
179 (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

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

183 **Other Inspection Addendum:** _____

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

186 **9.1 PRIVATE WELL:** Does the Property include a well that supplies or is intended to supply domestic water for household use? Yes No
187 If yes, Buyer has attached OREF 082 Private Well Addendum to this Agreement.

188 **9.2 SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? Yes No
189 If yes, Buyer has attached OREF 081 Septic/Onsite Sewage System Addendum to this Agreement.

190 **10.1 SELLER PROPERTY DISCLOSURE LAW:** Buyer and Seller acknowledge, subject to certain exclusions, Oregon's Seller Property Disclosure
191 Law (ORS 105.462 - 105.490) applies only to real property transactions improved with 1-to-4 family dwellings and does not apply to transactions
192 involving vacant land.

193 **10.2 SELLER VACANT LAND DISCLOSURES:** Although not required by law, unless waived by Buyer in writing, Seller shall complete the OREF
194 019 Vacant Land Disclosure Addendum (the "Disclosure Addendum") for delivery to all prospective buyers making offers to purchase the Property.
195 The Disclosure Addendum addresses the current condition of the Property and asks Seller to provide pertinent documents and information. Seller's
196 answers are based solely upon Seller's actual knowledge of the condition of the Property, without necessarily having performed any inspections or
197 tests. Notwithstanding receipt and review of Seller's completed Disclosure Addendum, Buyer is cautioned to exercise their own due diligence by
198 using experts and specialists of Buyer's choice. Neither Seller's nor Buyer's Agents are experts or specialists in vacant land. As more fully described
199 in the Disclosure Addendum, Buyer shall have a right to revoke their offer if timely given in writing to Seller within the defined Revocation Period,
200 which shall commence on the first Business Day following its date of delivery to Buyer. Unless waived below, until the Disclosure Addendum is
201 delivered to Buyer with all relevant documents and information, the Revocation Period does not commence. This means that a Buyer can revoke the
202 transaction at any time until said delivery and the Revocation Period has expired, or the time of Closing, whichever first occurs.

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

204 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this
205 Agreement is signed and accepted by the parties. Buyer does not waive the right of revocation provided therein.

206 Buyer's offer is conditioned upon receiving Seller's Vacant Land Disclosure Addendum within three (3) Business Days following the date this
207 Agreement is signed and accepted by the parties. Buyer expressly waives the right of revocation provided therein.

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

Buyer Initials [Signature] / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____



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CONDITION AND COMPONENTS OF THE PROPERTY

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

- 211 (1) The Property is served by and/or connected to (select all that apply):
- 212 A public sewer system
- 213 An on-site sewage system
- 214 A public water system
- 215 A private well
- 216 Other (for example, surface springs, cistern, etc.): _____
- 217 (2) The Property will be in substantially its present condition at the time Buyer is entitled to possession.
- 218 (3) Seller has no notice of any liens or assessments to be levied against the Property.
- 219 (4) Seller has no notice from any governmental agency of a condemnation, environmental, zoning or similar proceeding, existing or planned,
- 220 which could detrimentally affect the use, development, or value of the Property.
- 221 (5) Seller knows of no material defects in or about the Property.
- 222 (6) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 223 (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
- 224 uses (for example, cemeteries, landfills, dumps, etc.); (b) unrecorded access easements or agreements (for example, for
- 225 harvesting, fishing, hunting, livestock movement and pasture, etc.); (c) state or federal agreements/requirements regarding crops,
- 226 grazing, reforestation, etc.; (d) supplier agreements, production processing commitments or other similar contracts.
- 227 (8) Well(s), water source(s), and/or water district resources have been adequate under Seller's current usage of the Property.
- 228 (9) Water rights (for example, irrigation, agricultural), for not less than (Seller to complete) _____ acres, have been utilized and applied
- 229 for beneficial use within the last five (5) years and are current and shall be transferred to Buyer at Closing. Water rights may be subject to
- 230 certain conditions. Buyer should verify compliance with appropriate agency.
- 231 (10) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges,
- 232 landscaping, structures, driveways, and other such improvements) currently existing on the Property offered for sale and the legal
- 233 description of the Property.

234 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
235 previously disclosed material information relating to the Property substantially misleading or incorrect.

236 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (1) through (10) are:
237 **no exceptions** (For more exceptions see Addendum _____).

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

242 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
243 is purchasing the Property "AS-IS," in its present condition and with all defects, apparent or not apparent.

244 13. APPROVED USES: THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT
245 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,
246 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST
247 PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON
248 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO
249 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009,
250 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON

Buyer Initials [Signature] / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____



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251 ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO
252 VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR
253 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR
254 STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND
255 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON
256 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

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

262 **15. ADDITIONAL PROVISIONS: Buyer accepts the property & driveway AS-IS.** _____
263 _____
264 _____
265 _____ For additional provisions, see Addendum _____

ESCROW/CLOSING

266 **16. ESCROW:** This transaction will be Closed at Seller's choice ("Escrow"), a neutral escrow
267 company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless specifically prohibited
268 by the 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
269 further authorizes Escrow to pay out of the cash proceeds of sale the expense of furnishing such policy, Seller's recording fees, Seller's Closing
270 costs, and any liens and encumbrances on the Property payable by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds
271 necessary to pay Buyer's recording fees, Buyer's Closing costs, and Lender's fees if any. Real estate fees, commissions or other compensation for
272 professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid at Closing in accordance with the listing agreement, buyer
273 representation agreement, or other written agreement for compensation.


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

276 **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
277 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.
278 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
279 parties agree otherwise in writing.

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

282 The Deposit will be payable and deposited within 3 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit Deadline") as
283 follows (select all that apply):
284 Directly with Escrow;
285 Directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
286 Directly into Buyer's Agent's Firm's client trust account and thereafter deposit with Escrow/Title Company prior to Closing; and/or
287 As follows: _____

288 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
289 accordance with the terms and conditions of this Agreement. In the event Buyer attempts or succeeds in any withdrawal of the Deposit, it will be
290 considered a breach of this Agreement and will result in a forfeit of the Deposit and termination, at the option of the Seller, of the Buyer's right to
291 purchase.

Buyer Initials  / Date 5/9/2023

Seller Initials _____ / Date _____



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292 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
293 no later than 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.

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

296 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
297 to Buyer or Seller regarding said funds.

298 **20.1 EARNEST MONEY DEPOSIT INSTRUCTIONS TO ESCROW:** Buyer and Seller instruct Escrow as follows: on your receipt of a copy of this
299 Agreement signed by Buyer and Seller, establish an escrow account and proceed with Closing in accordance with the terms of this Agreement. If you
300 determine the transaction cannot be Closed for any reason (whether or not there is a dispute between Buyer and Seller), you are to hold all Deposits
301 until you receive written instructions from Buyer and Seller, or a final ruling from a court or arbitrator, as to the disposition of the Deposits.

302 **20.2 EARNEST MONEY REFUND TO BUYER:** All Deposits will be promptly refunded to Buyer if: (1) Seller signs and accepts this Agreement but
303 fails to furnish marketable title; or (2) Seller fails to complete this transaction in accordance with the material terms of this Agreement; or (3) any
304 condition which Buyer has made an express contingency in this Agreement (and has not been otherwise waived) fails through no fault of Buyer.
305 However, acceptance by Buyer of the refund will not constitute a waiver of other legal remedies available to Buyer.

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

313 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
314 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
315 to be paid in this Agreement will be resolved as described in the Dispute Resolution Sections below.

316 **21.1 CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before 06/26/2023 (the "Closing
317 Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds
318 in Escrow prior to that date. Caveat: If Escrow is to prepare documents required under Section 4, Seller must so notify Escrow three (3) days prior to
319 the Closing Deadline.

320 **21.2 THE CLOSING DISCLOSURE:** Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing
321 Disclosure" which, among other things, summarizes each party's closing costs. TRID requires the Closing Disclosure must be received by a residential
322 loan borrower at least three (3) Business Days prior to "consummation" of the transaction, which in most cases in Oregon will be the date on which
323 Buyer signs the loan documents. Under certain circumstances, a change to the Closing Disclosure late in the transaction could result in a delay in
324 Closing to comply with the three-business day rule. Such a delay beyond the Closing Deadline could result in termination of the transaction unless
325 Seller and Buyer mutually agree to extend it.

326 **22. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's
327 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
328 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters
329 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
330 (Offer to Purchase) below regarding forms of co-ownership.

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

- 332 by 5:00 p.m. on the date of Closing;
- 333 by _____ a.m. p.m. _____ days after Closing;
- 334 by _____ a.m. p.m. on (*insert date*) _____;

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

Buyer Initials [Signature] / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____

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TAXES

336 **24.1 OREGON STATE TAX WITHHOLDING OBLIGATIONS:** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's
337 proceeds if Seller is a non-resident individual or corporation as defined under Oregon law. Buyer and Seller agree to cooperate with Escrow by
338 executing and delivering any instrument, affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the
339 provisions of Oregon law.

340 **24.2 FIRPTA TAX WITHHOLDING REQUIREMENT:** The Foreign Investment in Real Property Tax Act ("FIRPTA") requires a buyer to withhold a
341 portion of a Seller's proceeds (up to 15% of the purchase price) if the Seller is a "foreign person" who does not qualify for an exemption. A "foreign
342 person" is generally a person who is not a U.S. citizen or a resident alien (a "green card" holder).

343 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
344 with FIRPTA compliance (see OREF 092 Advisory Regarding FIRPTA Tax). Seller's failure to comply with FIRPTA is a material default under this
345 Agreement.

346 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
347 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,
348 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
349 Statement that complies with 26 USC §1445(b)(9) at Closing.

350 If Escrow does not agree to assist with FIRPTA compliance (including providing the form Certificate or acting as a Qualified Substitute), then either
351 Buyer or Seller may move Escrow to another Oregon-licensed escrow agent who is willing to assist with FIRPTA compliance, in which case the
352 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
353 be extended by five (5) Business Days to accommodate the move.

354 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
355 Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with FIRPTA
356 related law and regulations. For further information, see www.irs.gov.

357 **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
358 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
359 additional expense or liability to the cooperating party. Unless otherwise provided in this Agreement, this provision will not become a contingency to
360 the Closing of this transaction.

361 **26. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*): is is not specially assessed for property taxes (for example, farm,
362 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
363 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
364 Property either is disqualified from special use assessment or loses its deferred property tax status, then unless otherwise specifically provided in
365 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
366 Property, and will hold Seller completely harmless therefrom.

367 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
368 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,
369 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;
370 or close this transaction and hold Seller responsible to pay into Escrow all deferred and/or additional taxes and interest levied or recaptured against
371 the Property and hold Buyer completely harmless therefrom. The preceding will not be construed to limit Buyer's or Seller's available remedies or
372 damages arising from a breach of this Section 26 (Levy of Additional Property Taxes).

373 **27. AGRICULTURAL FOREIGN INVESTMENT DISCLOSURE ACT OF 1978 ADVISORY:** The Agricultural Foreign Investment Disclosure Act of
374 1978 requires that a foreign person who acquires, disposes of, or holds an interest in United States agricultural land shall disclose such transactions
375 and holdings to the Secretary of Agriculture in the manner prescribed in said regulations. Clients who are foreign persons should consult with their
376 attorney regarding this requirement.

Buyer Initials  / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____




Sale Agreement # Lot-04500

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

DEFINITIONS/MISCELLANEOUS

- 377 **28. DEFINITIONS:** In this Agreement, when the words or phrases below begin with an uppercase letter, they have the following meanings:
- 378 **Agent** means Buyer's and Seller's real estate agents licensed in the State of Oregon.
- 379 **Agreement** or "Sale Agreement" means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in
- 380 any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- 381 **Business Day** means Monday through Friday, except days that are recognized by Oregon or the United States as official holidays.
- 382 **Closing, Closed, Closing, or Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- 383 **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Price/Property Description) of this Agreement.
- 384 **Effective Date** means the date when this Agreement has been Signed and Delivered.
- 385 **Firm** means the real estate company with which an Agent is affiliated.
- 386 **Notice** means a written statement delivered using the Notification Method described in Section 29(2) (Miscellaneous).
- 387 **Notify** means delivering a Notice to the other party or their Agent.
- 388 **Signed and Delivered** means the date and time the Seller and Buyer have: (a) signed the Agreement and (b) transmitted it to the other
- 389 party or their Agent, either by manual delivery ("Manual Delivery") or by facsimile or electronic mail ("Electronic Transmission"). When this
- 390 Agreement is "Signed and Delivered," the Agreement becomes legally binding on Buyer and Seller, and neither has the ability to withdraw
- 391 their acceptance of this Agreement.
- 392 **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile
- 393 app. Smart home features may also operate in conjunction with other devices in the home and communicate information to other smart
- 394 devices.
- 395 **29. MISCELLANEOUS:**
- 396 (1) **TIME.** Time is of the essence of this Agreement.
- 397 (2) **NOTICES.** Except as provided in Section 7 (Title Insurance) above, all written Notices or documents required or permitted under this
- 398 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
- 399 or Seller. On opening of this transaction with Escrow, Buyer, Seller, and their respective Agents, where applicable, will provide Escrow with
- 400 their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or
- 401 other), which will serve as the primary location for receipt of all Notices or documents (the "Notification Method"). Notice will be deemed
- 402 delivered as of the earliest of:
- 403 (a) the date and time the Notice is sent by email or fax;
- 404 (b) the time the Notice is personally delivered to either the Agent or the Agent's Office; or
- 405 (c) three [3] calendar days after the date the Notice is posted in the U.S. Mail.
- 406 (3) **NONPARTIES.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section above are not parties to this Agreement
- 407 but are subject to Section 32.3 (Mediation and Arbitration Involving Agents/Firms).
- 408 (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.
- 409 (5) **ELECTRONIC TRANSMISSION.** The sending of a signed acceptance of this Agreement via Electronic Transmission from one party
- 410 (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
- 411 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight
- 412 delivery), they should so specify at Section 15 (Additional Provisions) of this Agreement.
- 413 (6) **BINDING EFFECT.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights under
- 414 this Agreement or in the Property are not assignable without the prior written consent of Seller.
- 415 (7) **COUNTERPARTS.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all parties signed the
- 416 same document.

Buyer Initials  / Date 5/9/2023

Seller Initials _____ / Date _____



Sale Agreement # **Lot-04500**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

- 417 (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
- 418 calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one
- 419 or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- 420 (9) **DEADLINES.** Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar
- 421 days, will terminate as of 5:00 p.m. on the last day of that deadline, however designated.

DISPUTE RESOLUTION

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

423 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

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

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

426 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

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

428 and for purposes of filing a *lis pendens*. By consenting to the provisions in this Agreement, Buyer and Seller acknowledge they are giving up the

429 constitutional right to have Claims tried by a judge or jury in State or Federal court, including all issues relating to the arbitrability of Claims.

- 430 **31. EXCLUSIONS:** The following will not constitute Claims:
- 431 (1) Any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
 - 432 (2) A forcible entry and detainer action (eviction);
 - 433 (3) If the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional
 - 434 Standards Policies of the National Association of REALTORS®;
 - 435 (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
 - 436 contains a mandatory mediation and/or arbitration provision; and
 - 437 (5) Filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not
 - 438 constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

439 **32.1 SMALL CLAIMS BETWEEN BUYER AND SELLER:** All Claims between Buyer and Seller within the jurisdiction of the Small Claims Court of

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

441 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

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

443 **32.2 MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** If Buyer's or Seller's Agent is a member of the National Association of

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

445 through the Agent's REALTOR® organization, then all Claims will be submitted to mediation through the program administered by Arbitration Service

446 of Portland ("ASP"). All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding

447 arbitration in accordance with the then-existing rules of ASP. The prevailing party in any arbitration between Buyer and Seller will be entitled to

448 recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees. Provided, however, a prevailing party will

449 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

450 party offered or agreed in writing to participate in mediation prior to, or promptly on, the filing for arbitration.

451 **32.3 MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms will be resolved in accordance

452 with the mediation and arbitration process described in Section 32.2 (Mediation and Arbitration Between Buyer and Seller), above, and if applicable,

453 the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as provided in

454 that section.


SIGNATURE INSTRUCTIONS

455 **33. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a

456 completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral

457 or written statement made by Seller or any Agent that is not expressly contained in this Agreement. Neither Seller nor any Agent(s) warrant the square

458 footage of any structure or the size of any land being purchased. If square footage or land size is a material consideration, all structures and land

Buyer Initials  / _____ Date 5/9/2023

Seller Initials _____ / _____ Date _____



Sale Agreement # **Lot-04500**

RESIDENTIAL

VACANT LAND REAL ESTATE SALE AGREEMENT

459 should be measured by Buyer prior to signing, or should be made an express contingency in this Agreement. Because of the importance of consistent
460 terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC
461 (OREF) for this transaction.

462 Deed or contract will be prepared in the name of TYJB LLC

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

465 This offer will automatically expire on (insert date) June 20, 2023 at 7 a.m. p.m. (the "Offer Deadline"). If not accepted by that
466 time, Buyer may withdraw this offer before the Offer Deadline any time prior to Seller's transmission of signed acceptance. This offer may be accepted
467 by Seller only in writing.

468 Buyer  Date 5/9/2023 ___ a.m. ___ p.m. ←

469 Buyer _____ Date _____ a.m. ___ p.m. ←

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

471 By _____ (Agent(s) presenting offer).

472 **34. AGREEMENT TO SELL / ACKNOWLEDGEMENTS:** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of
473 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made
474 by Buyer or any Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made in Section 11 and
475 elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations. Because of the importance of consistent terminology
476 and compatible documents, Seller has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC (OREF) for
477 this transaction.

478 Seller City Of Lowell Date _____ a.m. ___ p.m. ←

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

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

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

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

485 Seller rejects Buyer's offer.

486 Seller City Of Lowell Date _____ a.m. ___ p.m. ←

487 Seller _____ Date _____ a.m. ___ p.m. ←

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LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE

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www.lwolf.com

Map & Taxlot#



Sale Agreement # Lot-04500
Addendum # A
RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1	Buyer(s) <u>TYJB LLC</u>
2	Seller(s) <u>City Of Lowell</u>
3	Property Address or Tax ID # <u>19-01-14-24-04500, Lowell, Or 97452</u>
4	_____ (the "Property")

5 Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

6 Buyer to pay \$1000 over competing offer up to \$155,000.

7 Seller to provide a copy of competing offer to buyer upon acceptance of this offer.

8 All other terms remain the same.

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30 Buyer  Date 5/11/2023 ___ a.m. ___ p.m. ←

31 Buyer _____ Date _____ ___ a.m. ___ p.m. ←

32 Seller City Of Lowell Date _____ ___ a.m. ___ p.m. ←

33 Seller _____ Date _____ ___ a.m. ___ p.m. ←

34 Buyer's Agent Kaoo A Stephens Seller's Agent City Of Lowell-seller represents self.

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Sale Agreement # Lot-04500
Addendum # B
RESIDENTIAL

ADDENDUM TO REAL ESTATE SALE AGREEMENT

1 Buyer(s) TYJB LLC
2 Seller(s) City Of Lowell
3 Property Address or Tax ID # 19-01-14-24-04500, Lowell, Or 97452
4 _____ (the "Property")

5 Seller and Buyer hereby agree the following shall be a part of the Real Estate Sale Agreement referenced above:

6 **Sale price to be \$90,000.**

7 **Closing date to be 6/7/2023.**

8 **Closing to be with Aimee Demuth-Western Title & Escrow.**

9 **Buyer to pay all escrow fees.**

10 **All other terms remain the same.**

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30 Buyer  Date 5/17/2023 ___ a.m. ___ p.m. ←

31 Buyer _____ Date _____ ___ a.m. ___ p.m. ←

32 Seller City Of Lowell Date _____ ___ a.m. ___ p.m. ←

33 Seller _____ Date _____ ___ a.m. ___ p.m. ←

34 Buyer's Agent Kaoo A Stephens Seller's Agent City Of Lowell-seller represents self.

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Agenda Item Sheet

City of Lowell City Council



Type of item:	Resolution
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Item title/recommended action:

Resolution #801, "A resolution to establish water and sewer rates to be effective July 1, 2023."

Justification or background:

At its May 24, 2023 meeting, the Budget Committee voted to recommend approval of the utilities rates as specified on p. 3 of the City Administrator's May 23, 2023 memo in the meeting packet. The vote was 5 in favor, 2 against, with 1 member absent. The change in rates is as follows: WATER *Monthly service charge per EDU*. CURRENT: \$28.21. PROPOSED: \$42.61. *Variable rate less than 5,000 gallons (per 1,000 gallon)*. CURRENT: \$5.66. PROPOSED: \$6.95. *Variable rate over 5,000 gallons (per 1,000 gallon)*. CURRENT: \$7.13. PROPOSED: \$13.91. *Bulk water (per 1,000 gallon)*. CURRENT: \$10.22. PROPOSED: \$10.73. *Fire hydrant fee*. CURRENT: \$13.27. PROPOSED: \$13.93. SEWER *Monthly service charge per EDU*. CURRENT: \$67.14. PROPOSED: \$74.84. *Greywater disposal per gallon*. CURRENT: \$0.16. PROPOSED: \$0.17.

This is a public hearing to give members of the public the opportunity to comment on the proposed change. A vote on the proposed changes is scheduled for the June 20, 2023 meeting.

Budget impact:

See City Administrator's May 22, 2023 memo (as amended May 23, 2023) in the May 24, 2023 Budget Committee meeting packet. Available at the following link: <<https://www.ci.lowell.or.us/bc-budget/page/budget-committee-0>>.

Department or Council sponsor:

Administration

Agenda Item Sheet
City of Lowell City Council



Type of item:	Resolution
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Attachments:

Resolution 801

Meeting date:	06/06/2023
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 801

**TO ESTABLISH WATER AND SEWER RATES TO BE EFFECTIVE
JULY 1, 2023.**

BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. The following rates are established for water service:

Basic monthly service charge per equivalent dwelling unit (EDU)	\$42.61
Variable water rate:	
0 – 5,000 gallons	\$6.95 per each 1,000 gallons
Greater than 5,000 gallons	\$13.91 per each 1,000 gallons
Bulk water rate:	
Per each 1,000 gallons	\$10.73
Fire hydrant fee (without water service)	\$13.93

Section 2. The following rates are established for sewer service:

Basic monthly service charge per equivalent dwelling unit (EDU)	\$74.84
Graywater disposal fee per gallon	\$0.17

Section 3. This resolution is effective as of July 1, 2023 and supersedes Resolution #784.

[This section left intentionally blank.]

Adopted by the City Council of the City of Lowell this 20th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

DRAFT

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
---------------	------------

Item title/recommended action:

Resolution #802, "A resolution declaring the city's election to receive state revenues for fiscal year 2023/2024."

Justification or background:

This is a public hearing to give members of the public the opportunity to comment on the potential uses of state revenue sharing funds. State law requires the public hearing as a condition of receiving the funds.

Budget impact:

The estimated total of state revenue sharing funds is \$38,660.

Department or Council sponsor:

Administration

Attachments:

Resolution 802

Meeting date:	06/06/2023
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 802

**A RESOLUTION DECLARING THE CITY'S ELECTION TO RECEIVE
STATE REVENUES FOR THE 2023-2024 FISCAL YEAR.**

BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. Pursuant to ORS 221.770, the City of Lowell hereby elects to receive state revenues for the 2023-2024fiscal year.

Adopted by the City Council of the City of Lowell this 20th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

I certify that a public hearing before the Budget Committee was held on May 17, 2023, and a public hearing before the City Council was held on June 6, 2023 to give citizens an opportunity to comment on use of State Revenue Sharing.

Jeremy Caudle, City Recorder

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
---------------	------------

Item title/recommended action:

Resolution #803, "A resolution to adopt a budget and impose and categorize taxes for fiscal year 2023/2024"

Justification or background:

This is a public hearing to give members of the public the opportunity to comment on the budget that the Budget Committee approved on May 24, 2023. The Budget Committee approved the budget reflected in Resolution 803 with 5 voting in favor, 2 opposed, and 1 member absent. In accordance the the Local Budget Law, the city published Form LB-1 in the Register Guard on May 31. The city also published Form LB-1 on the city website. In the interest of encouraging citizen interest in the budget, staff also included Form LB-1 in the most recent article for "The Bridge," as well as copies in utility bills that staff mailed during the week of May 29. Staff will incorporate any changes from the public hearing into the final budget, which is scheduled for a vote on June 20, 2023.

Budget impact:

See attached resolution. Also see Budget Committee packet from May 24, 2023, available here: <<https://www.ci.lowell.or.us/bc-budget/page/budget-committee-0>>.

Department or Council sponsor:

Administration

Attachments:

Resolution 803

Meeting date:	06/06/2023
---------------	------------

CITY OF LOWELL, OREGON

RESOLUTION 803

A RESOLUTION TO ADOPT A BUDGET AND TO IMPOSE AND CATEGORIZE TAXES FOR THE FISCAL YEAR BEGINNING JULY 1, 2023.

BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. That the budget approved by the Budget Committee for the 2023-2024 fiscal year in the amount of \$4,118,382, of which \$283,627 is unappropriated and reserved, is approved.

Section 2. That the amounts set forth in Exhibit A are hereby appropriated for the fiscal year beginning July 1, 2022 and ending June 30, 2023.

Section 3. The taxes provided for in the adopted budget are imposed as follows:

(a) At the rate of \$2.1613 for operations per \$1,000 of assessed value.

(b) These taxes are hereby imposed and categorized for tax year 2022-2023 upon the assessed value of all taxable property within the City as follows:

General government limitation	Excluded from limitation
General Fund - \$2.1613 per \$1,000 of assessed value	\$0.00

[This section left intentionally blank.]

Adopted by the City Council of the City of Lowell this 20th day of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

DRAFT

Exhibit A: Adopted Budget for the Fiscal Year Beginning July 1, 2023

General Fund		Building Fund		Sewer Reserve Fund	
Administration	205,162	Building Department	93,093	Reserves & Ending Balances	16,222
Code Enforcement	9,394	Contingencies	44,198	Total	16,222
Community Development	77,576	Reserves & Ending Balances	7,727		
Debt Service	286,449	Total	145,018	Water Reserve Fund	
Library	57,284			Reserves & Ending Balances	40,507
Municipal Court	16,893	Blackberry Jam Festival Fund		Total	40,507
Parks & Recreation	103,942	Blackberry Jam Festival	16,350		
Police	36,231	Contingencies	415	Appropriations	
Tourism	10,586	Reserves & Ending Balances	1,358	All Funds:	
Contingencies	271,769	Total	18,123	Sub-total	3,834,755
Transfers Out	5,000			Unappropriated and reserved	
Reserves & Ending Balances	25,227	Parks SDC Fund		All Funds:	
Total	1,105,513	Parks Department	93,275	Sub-total	283,627
		Reserves & Ending Balances	8,443		
		Total	101,718	FY 2023/2024 Budget	
Water Fund		Water SDC Fund		Total	4,118,382
Water Department	567,982	Water Department	390,473		
Debt Service	75,875	Reserves & Ending Balances	35,047		
Contingencies	0	Total	425,520		
Transfers Out	0	Street SDC Fund			
Reserves & Ending Balances	50,000	Streets Department	64,838		
Total	693,857	Reserves & Ending Balances	5,869		
		Total	70,707		
Sewer Fund		Sewer SDC Fund			
Sewer Department	631,178	Sewer Department	114,941		
Debt Service	53,178	Reserves & Ending Balances	4,792		
Contingencies	39,733	Total	119,733		
Transfers Out	30,000				
Reserves & Ending Balances	59,292	Stormwater SDC Fund			
Total	813,381	Stormwater Department	75,456		
		Reserves & Ending Balances	6,921		
		Total	82,377		
Street Fund					
Street Department	372,533				
Debt Service	5,211				
Contingencies	85,740				
Reserves & Ending Balances	22,222				
Total	485,706				

A public meeting of the Lowell City Council will be held on June 6, 2023 at 7:00 pm at the Lowell Rural Fire Protection District meeting room, 389 N. Pioneer St., Lowell, Oregon 97452. An option to view and participate in the meeting electronically is available. For instructions on how to join electronically, visit the city website at www.ci.lowell.or.us or call (541) 937-2157. The purpose of this meeting is to discuss the budget for the fiscal year beginning July 1, 2023 as approved by the Lowell Budget Committee. Public comments will be taken in written format as well as in person at the meeting location. Written comments received by 4:00 pm on June 6, 2023 will be read during the public hearing section of the meeting on June 6, 2023. Written comments may be mailed to PO Box 490, Lowell, OR 97452, emailed to admin@ci.lowell.or.us, or delivered in person to City Hall at 70 N. Pioneer St., Lowell, OR 97452. A summary of the budget is presented below. A copy of the budget may be inspected or obtained at 70 N. Pioneer St., Lowell, OR 97452 between the hours of 8:00 a.m. and 5:30 p.m., Monday through Thursday, or online at www.ci.lowell.or.us. This budget is for an annual budget period. This budget was prepared on a basis of accounting that is the same as the preceding year.

Contact: City Administrator Jeremy Caudle Telephone: (541) 937-2157 Email: admin@ci.lowell.or.us

FINANCIAL SUMMARY - RESOURCES			
TOTAL OF ALL FUNDS	Actual Amount 2021-2022	Adopted Budget This Year 2022-2023	Approved Budget Next Year 2023-2024
Beginning Fund Balance/Net Working Capital	1,236,354	1,502,989	1,415,897
Fees, Licenses, Permits, Fines, Assessments & Other Service Charges	1,313,092	1,312,740	1,367,699
Federal, State & All Other Grants, Gifts, Allocations & Donations	518,117	995,062	138,406
Revenue from Bonds and Other Debt	0	230,224	430,000
Interfund Transfers / Internal Service Reimbursements	0	0	100,548
All Other Resources Except Current Year Property Taxes	70,831	708,285	483,462
Current Year Property Taxes Estimated to be Received	183,315	178,646	182,370
Total Resources	3,321,709	4,927,946	4,118,382

FINANCIAL SUMMARY - REQUIREMENTS BY OBJECT CLASSIFICATION			
Personnel Services	515,095	615,376	654,710
Materials and Services	809,245	1,115,724	971,294
Capital Outlay	372,383	1,949,897	1,311,183
Debt Service	161,703	709,198	420,713
Interfund Transfers	0	0	35,000
Contingencies	0	166,755	441,855
Special Payments	0	0	0
Unappropriated Ending Balance and Reserved for Future Expenditure	1,463,366	370,996	283,627
Total Requirements	3,321,792	4,927,946	4,118,382

FINANCIAL SUMMARY - REQUIREMENTS AND FULL-TIME EQUIVALENT EMPLOYEES (FTE) BY ORGANIZATIONAL UNIT OR PROGRAM			
Name of Organizational Unit or Program FTE for that unit or program			
Administration	155,440	329,276	205,162
FTE	0.29	0.28	0.3625
Code Enforcement	12,343	8,312	9,394
FTE	0.07	0.04	0.050
Community Development	134,721	66,591	77,576
FTE	0.04	0.06	0.080
Library	185,635	416,550	57,284
FTE	0.23	0.92	0.5875
Municipal Court	17,902	14,466	16,893
FTE	0.07	0.07	0.10
Parks & Recreation	193,831	961,254	205,660
FTE	1.32	1.28	0.7375
Police	29,453	29,530	36,231
FTE	0.00	0.00	0.00
Tourism	3,201	10,586	10,586
FTE	0.00	0.00	0.00
Blackberry Jam Festival	19,509	28,149	18,123
FTE	0.00	0.00	0.00
Building Inspections	158,351	121,528	145,018
FTE	0.04	0.08	0.120
Sewer	811,079	778,839	949,336
FTE	1.68	1.61	2.04375
Water	977,776	1,051,177	1,159,884
FTE	1.68	1.61	2.04375
Streets & Stormwater	309,439	357,334	638,790
FTE	0.44	0.43	0.250
Not Allocated to Organizational Unit or Program	313,112	754,354	588,445
FTE	0.00	0.00	0.00
Total Requirements	3,321,792	4,927,946	4,118,382
Total FTE	5.86	6.38	6.375

STATEMENT OF CHANGES IN ACTIVITIES and SOURCES OF FINANCING
 Changes in activities and sources of financing compared to the 2022-2023 budget year include: (1) CHANGES IN WATER AND SEWER RATES. The balance in the Water Fund has declined since 2019 due to unanticipated events. To ensure that rates are adequate to cover expenses, the adopted budget has an increase in water rates. The Sewer Fund also has an increase in rates to cover increases in expenses. For a residential customer using 4,000 gallons per month, the proposed new water and sewer rates would increase the monthly bill \$27.29 per month, or 23.13%. (2) WATER AND SEWER RATE STUDY. The proposed budget funds a rate study at \$30,000, split between the Water Fund and Sewer Fund, to contract with a rate study consultant. The rate study consultant will analyze water and sewer operations. The analysis will include recommendations for a long-term plan to keep the water and sewer plants financially and operationally stable. (3) WATER SYSTEM SOFTWARE. The budget funds replacement software that is necessary to run the water plant. The existing software has failed. The estimated cost is \$100,000. The software will be paid for through a capital loan from the Sewer Fund (\$30,000), as well as loans from public or private lenders (\$70,000). (4) SALE OF SURPLUS REAL PROPERTY. This budget anticipates the sale of the northeastern corner of Rolling Rock Park, in accordance with the city's "Downtown Master Plan" and "Parks Master Plan," for commercial development. This budget also anticipates the sale of the old City Hall, with the parking lot remaining part of Paul Fisher Park. The estimated revenues from capital asset disposal are \$466,681. These revenues are to pay off the loan used for the new City Hall renovation, as well as to offset the costs of demolishing the old City Hall to prepare the lot for sale. (5) E 1ST STREET REPAIR. Repairs for E. 1st Street due to the water main rupture are budgeted in the Street Fund and Sewer Fund, to be paid for with debt financing pending the city's efforts to recoup its costs to complete the repairs. WHERE TO FIND MORE INFORMATION. For more information, see the City Administrator's recommended budget, available at City Hall and online via the following link (select the May 24, 2023 Budget Committee meeting packet): <<https://www.ci.lowell.or.us/bc-budget/page/budget-committee-0>>.

PROPERTY TAX LEVIES			
	Actual Amount 2021-2022	Adopted Budget This Year 2022-2023	Approved Budget Next Year 2023-2024
Permanent Rate Levy (rate limit \$2.1613 per \$1,000)	\$2.1613	\$2.1613	\$2.1613
Local Option Levy	\$0	\$0	\$0
Levy For General Obligation Bonds	\$0	\$0	\$0

STATEMENT OF INDEBTEDNESS		
LONG TERM DEBT	Estimated Debt Outstanding on July 1.	Estimated Debt Authorized, but Not Incurred on July 1
General Obligation Bonds	\$0	\$0
Other Bonds	\$1,556,292	\$230,224
Other Borrowings	\$457,803	\$0
Total	\$2,014,095	\$230,224

Agenda Item Sheet

City of Lowell City Council

Type of item:	Resolution
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Item title/recommended action:

Resolution #804, "A resolution certifying services."

Justification or background:

Each year, the city must certify the services it provide to the state. This is a requirement for receiving state revenue sharing funds. This continues the city's practice of giving members of the public the opportunity to comment on the resolution certifying services prior to its adoption by the City Council.

Budget impact:

Ability to receive state revenue sharing funds

Department or Council sponsor:

Administration

Attachments:

Resolution 804

Meeting date:	06/06/2023
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CITY OF LOWELL, OREGON

RESOLUTION 804

A RESOLUTION CERTIFYING THE PROVISION OF MUNICIPAL SERVICES.

RECITALS:

ORS 221.760 provides that a city located within a county that has more than 100,000 inhabitants according to the most recent federal decennial census must provide four or more municipal services in order to qualify to receive revenues from cigarette, gas, and liquor taxes (Shared Revenues). These revenues are provided for in ORS 323.455, 366.785 to 366.820 and 471.805. The services to be provided are:

- (a) Police protection.
- (b) Fire protection.
- (c) Street construction, maintenance and lighting.
- (d) Sanitary sewers.
- (e) Storm sewers.
- (f) Planning, zoning and subdivision control.
- (g) One or more utility services.

To assist the state officer responsible for determining the eligibility of cities to receive such funds in accordance with ORS 221.760, the City wishes to certify its eligibility.

NOW, THEREFORE, BE IT RESOVLED by the City Council of the City of Lowell as follows:

Section 1. The City of Lowell hereby certifies that it provides the following municipal services enumerated in ORS 221.760:

- (a) Police protection. - **YES**
- (b) Fire protection. - **NO**
- (c) Street construction, maintenance and lighting. - **YES**
- (d) Sanitary sewers. - **YES**
- (e) Storm sewers. - **YES**
- (f) Planning, zoning and subdivision control. - **YES**
- (g) One or more utility services. - **YES, WATER AND SEWER UTILITY SERVICE**

[This section left intentionally blank.]

Adopted by the City Council of the City of Lowell this 20th of June 2023.

AYES: ____

NOES: ____

APPROVED:

Don Bennett, Mayor

ATTEST:

Jeremy Caudle, City Recorder

DRAFT