



## BOARD OF DIRECTORS MEETING AGENDA

TVF&R Command and Business Operations Center  
11945 SW 70<sup>th</sup> Avenue, Tigard, Oregon  
Livestream: <http://www.youtube.com/c/TualatinValleyFireRescue>  
Tuesday, July 22, 2025

### REGULAR SESSION

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- I. CALL TO ORDER
- II. OATH OF OFFICE
- III. ELECTION OF OFFICERS
- IV. CONSENT AGENDA \*  
**The items on the Consent Agenda are considered routine and will all be adopted in one motion unless a Board member or person in the audience requests, before the vote on the motion, to have the item considered separately. If any item is removed from the Consent Agenda, the Board President will indicate when it will be discussed in the regular agenda.**
  - A. Approval of Regular Board Meeting Minutes (June 24, 2025) 7
- V. RECOGNITION
  - A. Years of Service Pin – Chief Weiss 15
- VI. PUBLIC PARTICIPATION
- VII. STAFF PRESENTATION
- VIII. FINANCE REPORT
  - A. Finance Report (Preliminary June 2025) – Valerie Colgrove 18
  - B. Quarterly Investment Report – Valerie Colgrove 34
- IX. CORRESPONDENCE
- X. OLD BUSINESS
- XI. LOCAL CONTRACT REVIEW BOARD (LCRB)
  - A. LCRB Resolution 2025-06 To Approve Special Procurement – Heidi Hicks & Andy Smusz\* 50

## XII. NEW BUSINESS

- A. Board Policy Section 4 (Personnel Policy) *First Reading* – Lucy Shipley\* 56
- B. Property Purchase for Newberg Rural Fire Station – Heidi Hicks\* 97
- C. Civil Engineering Services for Station 35 – Temporary Station and Additional Services for Permanent Station – Heidi Hicks\* 140

## XIII. CHIEF’S REPORT

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- E. Nike Donations
- F. Conflagration Update
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## XIV. DIRECTORS’ REPORT

## XV. ITEMS NOT LISTED IN THE AGENDA

### EXECUTIVE SESSION

**Pursuant to ORS 192.660(2)(f), the purpose of executive session is to consider information or records that are exempt by law under ORS 192.355(9)(a), which are confidential and privileged communications with legal counsel under ORS 40.225.**

**Pursuant to ORS 192.660(4), representatives of the news media are specifically directed to not report on any of the deliberations during the executive session, except to state the general subject of the session as previously announced.**

## XVI. NEW BUSINESS

- A. Comments and Possible Action to Address Legal Issues with Executive Officer’s Contract – Valerie Colgrove\*

\* Requires Action

# CALL TO ORDER

# OATH OF OFFICE

# ELECTION OF OFFICERS

# CONSENT AGENDA



## **Tualatin Valley Fire & Rescue Board of Directors Meeting Minutes**

**Tuesday, June 24, 2025**

**TVF&R Command and Business Operations Center**

**11945 SW 70<sup>th</sup> Avenue, Tigard OR 97223**

**Livestream: <http://www.youtube.com/c/TualatinValleyFireRescue>**

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### **ATTENDANCE BUDGET HEARING & REGULAR BOARD MEETING**

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Board Members: Bob Wyffels, Clark Balfour, Randy Lauer – in person. Gordon Hovies – virtual.

Others present: Valerie Colgrove, Patrick Fale, Kenny Frentress, Chris Hamilton, Corrine Hanning, Chris Hart, Alex Haven, Dallas Haynes, Kristen Henderson, Heidi Hicks, Laura Jenkins, Laura Hitt, Victoria Jimenez, Eric Kennedy, Chad Liggett, Lucy Shipley, Andy Smusz, Deric Weiss, James Whyte – TVF&R; Bob Blackmore – Attorney; Roy Rogers – Guest; Kathryn Logan – Guest; Nicole Palmateer Hazelbaker – Bravio Communications; Jeremiah Dodson, Chana Frederick – P+C Constructions; Michael Scott, Brad Howe, Randy Griffiths, Robert Frazier – Kirby Nagelhout Construction; Aiden Katz, Dan Van Calcar – Soderstrom Architects.

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### **BUDGET HEARING**

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**CALL TO ORDER** Director Wyffels called the Budget Hearing to order at 3:01 p.m.

#### **INTRODUCTION**

Director Wyffels stated that the purpose of the hearing is to listen to citizens' testimony on the budget as approved by the Budget Committee. The Budget Committee formally approved the budget on May 14, 2025. The Committee approved the operating tax levy set at \$1.5252/\$1,000, local option tax levy of \$.69/\$1,000, and debt service levy of \$8,854,070. The committee approved total expenditures of \$270,534,223 as presented in the budget document.

#### **CITIZEN COMMENTS AND PUBLIC TESTIMONY**

None.

#### **ADJOURN**

**Director Balfour moved, seconded by Director Lauer, to adjourn the Budget Hearing. Motion carried unanimously.**

Director Wyffels adjourned the Budget Hearing at 3:05 PM.

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## REGULAR SESSION

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CALL TO ORDER Director Wyffels called the Board meeting to order at 3:05 PM.

### CONSENT AGENDA

**Director Balfour moved, seconded by Director Lauer, to approve the consent agenda. The motion passed unanimously.**

### RECOGNITION

Chief Weiss recognized the following board members for their years of service, Director Wyffels (40 years), Director Lauer (15 years), Director Hovies (15 years).

### PUBLIC PARTICIPATION

None.

### STAFF PRESENTATION

Legislative Recap Deputy Chief of Strategic Services Patrick Fale and Nicole Palmateer Hazelbaker from Bravio Communications provided a legislative recap highlighting four main legislative priorities including firefighter mental health funding, EMS modernization, wildfire response and risk mitigation funding, and a study bill on alternative fire district funding. Key points from the discussion are as follows:

- Staff was acknowledged for their expertise in various areas to set us up for success.
- One area the team was proud of is the team pushed dedicated federal funding for firefighter mental health which did not exist previously and a new study bill on alternative funding to help us diversify our portfolio.
- Legislative session ending by June 29; Legislature is closing their books on the budget. This is the first time in many sessions that the revenue forecast showed a decline but still higher than last session. This means less funds than they expected. All the major budgets have passed and all the budgets have seen reductions.
- Key bills discussed:
  - HB 2573 (Senior EMS program extension) – Passed House, moving to Senate.
  - HB 3572 (EMS modernization) – Currently stalled in Ways and Means, did not gain the traction needed to move ahead.
  - HB 2222 (EMS innovation) – Stalled
  - SB 91 (PFAS bill) – Passed, sent to Governor for signature.
  - HB 3940 (Wildfire package) – Passed revenue, on way to floor.
  - HB 3962 (Transient lodging tax changes) – Passed House, heard in Senate, expected to pass.
- TVF&R participated in the Fire Service Day at the Capitol and remains engaged in fire service funding discussions.

## FINANCE REPORT

Finance Report (May 2025) Chief Financial Officer (CFO) Valerie Colgrove reviewed the finance report for the period ending May 31, 2025. Activity of note includes:

- The General Fund ending fund balance is approximately \$74.5 million, 3.2% property tax revenue increase over prior year.
- Transport revenue is in line with prior years.
- Conflagrations are up \$1.6 million from prior year.
- Personnel expenses up \$ 4.5 million driven by FTE and conflagrations.
- At the end of May we exceeded our fiscal year budget revenue, primarily driven by our investment returns.
- Property tax collections are strong at 97% year-to-date, we received the June payments, projected to reach 99.4% by year end.
- Year to Date we are at 83% of our budgeted amounts (benchmark is 92%) and all directorates are under their benchmarks.
- Personnel Services are over 86% of our budgeted amount, under target.
- Budgeted FTE is 599, down slightly from 618 budgeted.
- Material Services are under 78% of our total budgeted amount, no concerning trends.

Capital Projects Fund 52 the District has spent \$2.6 million year-to-date, May expenditures lighter (\$80,000). Project status to be detailed in Chief's report.

## CORRESPONDENCE

Appreciation noted for small community service incidents, including assistance with ducks rescued by crews.

## OLD BUSINESS

Board Policy Section 3 (Budget and Finance) CFO Colgrove stated that Board Policy Section 3 – Budget and Finance, was presented for the first reading at the May 27, 2025 Board of Directors' meeting. At that time, no further revisions were suggested, and the policy is now presented for second reading and Board approval.

**Director Lauer moved, seconded by Director Balfour, to approve the second reading of Board Policy 3, Budget and Finance, by title only. The motion passed with yes votes from Director Wyffels, Director Lauer, Director Balfour. No vote from Director Hovies.**

Victoria Jimenez gave the second reading of Board Policy 3, Budget and Finances, by title only.

## NEW BUSINESS

Civil Service Commissioner Appointments Director of Organizational Health Lucy Shipley sought the Board's approval to appoint Kathryn Logan and Erick Gilmore as Civil Service

NEW BUSINESS (continued)

Commissioners for a 20-month term set to expire February 28, 2027 and complete former commissioner Stephen Mayer's and Jake Garland's terms. They will then be considered for reappointment to a standard 4-year term. Both candidates were recognized for their qualifications. Director Lauer abstained from voting due to a conflict of interest with Erick Gilmore.

**Director Balfour moved, seconded by Director Hovies, to appoint Kathryn Logan and Erick Gilmore to the Tualatin Valley Fire & Rescue Civil Service Commission with a term ending on February 28, 2027. The motion passed with Yes votes from Director Wyffels, Director Hovies, and Director Balfour. Director Lauer abstained.**

Resolution 2025-03 To Adopt the 2025-26 Budget and Authorize Appropriations CFO Colgrove presented to the board Resolution 2025-03 To Adopt the 2025-26 Budget and Authorize Appropriations with a total appropriation of \$270,534, 223. This amount matches what was approved by the Budget Committee at the May 14, 2025 meeting and approved during the Budget Hearing earlier in this meeting on June 24, 2025. CFO Colgrove recommended that the Board adopt the budget for fiscal year 2025-26 by approving Resolution 2025-03.

**Director Balfour moved, seconded by Director Lauer, to approve Resolution 2025-03 to adopt the Tualatin Valley Fire and Rescue 2025-26 budget and authorize appropriations. The motion passed unanimously.**

Resolution 2025-04 To Levy and Categorize Taxes CFO Colgrove presented Resolution 2025-04 to approve a tax levy rate of \$1.5252 per \$1,000 of assessed value, a local option tax levy of \$0.69 per \$1,000 of assessed value for operations, and \$8,854,070 for general obligation debt service. The same tax rate and Debt Service Fund Levy were approved by the Budget Committee on May 14, 2025.

**Director Lauer moved, seconded by Director Balfour, to approve Resolution 2025-04 to adopt the 2025-26 permanent tax levy rate of \$1.5252 per \$1,000 of assessed value, the local option tax levy of \$0.69 per \$1,000 of assessed value for operations, and \$8,854,070 for general obligation debt service within the District as outlined in the Resolution. The motion passed unanimously.**

Resolution 2025-05 To Adopt Budget Appropriations CFO Colgrove and Controller Andy Smusz presented Resolution 2025-05 for the Board's review and approval of appropriations for the current fiscal year. Part of the budget appropriation is due to Statement 96 "*Subscription-Based Information Technology Arrangements*" ("SBITDA"), issued by the Governmental Accounting Standards Board. An additional \$630,000 in the Finance directorate is required for a three year extension of a SBITDA for Microsoft 365 which provides the District with productivity, collaboration and security software applications.

**Director Balfour moved, seconded by Director Hovies, to approve Resolution 2025-05 to approve budget appropriations as recommended by staff. The motion passed unanimously.**

## NEW BUSINESS (continued)

Station 62 GMP Deputy Chief of Administration Laura Hitt and Director of Logistics Heidi Hicks presented to the board a proposal to approve a Guaranteed Maximum Price (GMP) contract with P&C Construction in the amount of \$14,402,509 for the construction services necessary to build new Station 62 at Pheasant and SW 185<sup>th</sup> in Aloha, OR. The board acknowledges the high cost compared to historical station prices but recognized the need for the necessary features as presented.

**Director Balfour moved, seconded by Director Hovies, to authorize the Fire Chief or his designee to execute the necessary contract documents with P&C Construction as recommended. The motion passed unanimously.**

Station 35 GMP Deputy Chief of Administration Laura Hitt and Director of Logistics Heidi Hicks presented to the board a proposal to approve a Guaranteed Maximum Price (GMP) contract with Kirby Nagelhout Construction Company in the amount of \$11,614,391 for the construction services necessary to demolition and rebuild Station 35 at 17135 SW Pacific Highway, King City, OR. A temporary station permit was approved, and construction is expected to start soon.

**Director Lauer moved, seconded by Director Hovies, to authorize the Fire Chief or his designee to execute the necessary contract documents with Kirby Nagelhout Construction Company as recommended. The motion passed unanimously.**

## CHIEF'S REPORT

Capital Projects Update and Expenditure Summary CFO Colgrove and Director of Logistics Heidi Hicks provided a joint update on four of the District's bond projects. Areas of note included:

- **Station 20 in Newberg:** Design near completion; temporary structures bidding underway, targeting late fall setup.
  - Year to Date: we have spent \$783,000.
  - Project to Date: \$847,000.
- **Station 35 in King City:** Temporary station permit approved; construction progressing.
  - Year to Date: we have spent \$1.1 million.
  - Project to Date: \$1.4 million.
- **Station 62 in Aloha:** Permits submitted; early work anticipated this summer
  - Year to Date: we have spent \$124,000.
  - Project to Date: little over \$1 million.
- **Training Center Administration Building in Sherwood:** submitted permits for temporary classrooms for recruits, submitted an application for pre-meeting with Washington County.
  - Year to Date: we have spent \$154,000.
  - Project to Date: \$210,000.

## CHIEF'S REPORT (continued)

- **Station 67:** design build method approved in May. RFP information session held. Pre-design in late August or September 2025.
  - Year to Date: will add to the next report.
- **Station 22** (not a bond project): land lease negotiations ongoing. Preliminary bids on groundwork cost for station initiated.

New Hire Announcement Chief Weiss noted Alexander Highland was hired on May 1, 2025 as our new Fleet Technician.

Promotions Announcements Chief Weiss congratulated the following individuals for their recent promotions:

- Tim Nokes was promoted to Battalion Chief effective on May 16, 2025.
- Robin Peters and Jared Whitney were promoted to Captain effective on May 1, 2025.
- Ethan Dawson-Hurley, Marcus Koss, Austin Lawrence, Grant Slagle, Daniel Starr, Brent Swords were promoted to Lieutenant effective May 1, 2025.
- Cameron Conger, Dallas Haynes, Scott Meuser, Sean Mooney, Samuel Scottaline Kyle Thompson, Alex Warnock were promoted to Apparatus Operator effective May 1, 2025.

Retirement Announcements Chief Weiss thanked the following individuals for their years of service as he announced their retirements:

- Chris Childers retired from the Volunteer Battalion Chief position on May 31, 2025. He served TVF&R for 30 years!
- Kenny Frentress retires from the Deputy Chief of Operations position on June 30, 2025. He served TVF&R for 26 years!

Fourth of July Preparedness Chief Weiss noted the District's 4th of July preparations including staffing coordination, safety messaging, and fireworks monitoring. Only one major fireworks display this year at Oak Hills, approximately 80 permitted fireworks locations District-wide. Fire crews maintained high visibility during the holiday period and coordinated with law enforcement on fireworks enforcement.

Beaverton Urban Renewal Letter Chief Weiss stated that Beaverton Urban Renewal Agency will return approximately \$130,000 in tax collections to the District for FY 25-26.

District Events Chief Weiss provided the following updates:

- Hands-only CPR Nike Event: Hands-only CPR event at Nike trained 400 employees; noted successful code saves at Nike campus.

#### CHIEF'S REPORT (continued)

- Multi-company Wildland Training: Wildland fire training and early deployments underway as wildfire season begins.
- The June Community Events Report was presented.

#### DIRECTORS' REPORT

Directors made acknowledgements for retiring Deputy Chief Frentress. The incoming new board member Roy Rogers was introduced and welcomed. Appreciation expressed for the institutional knowledge and leadership experience on the board.

#### ITEMS NOT LISTED ON THE AGENDA

None.

#### ADJOURNMENT

**Director Balfour moved, seconded by Director Lauer, to adjourn the regular meeting. Motion carried unanimously.**

There being no further business to come before the Board, Director Wyffels adjourned the meeting at 4:03 PM.

**APPROVED** on July 22, 2025

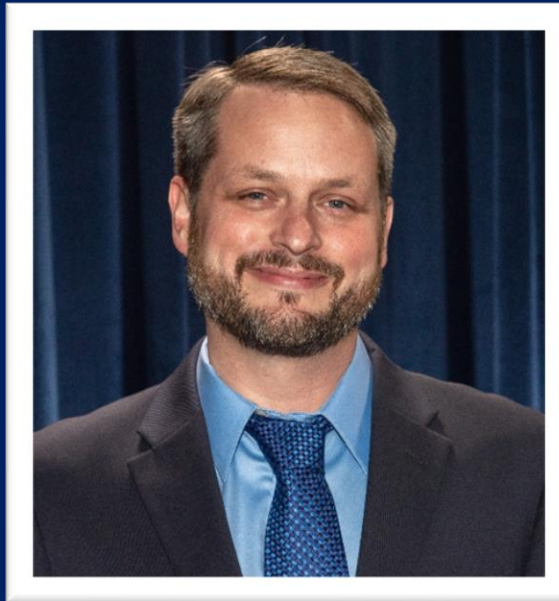
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Clark I. Balfour, Secretary/Treasurer

Minutes recorded & prepared by Victoria Jimenez

# RECOGNITION

## Years of Service Pin



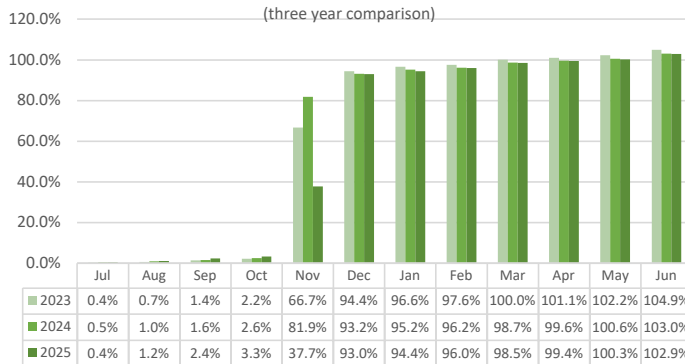
**Justin Dillingham**  
5 Years of Service

# PUBLIC PARTICIPATION

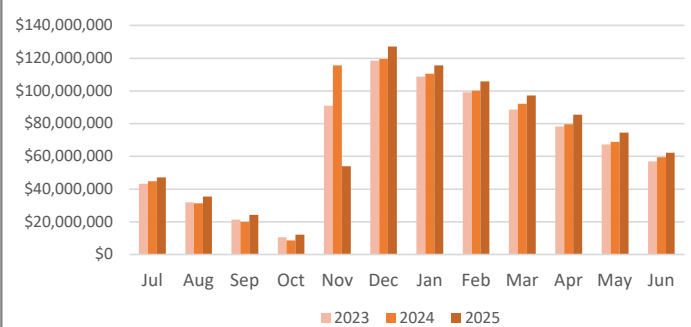
# STAFF PRESENTATION

# FINANCE REPORT

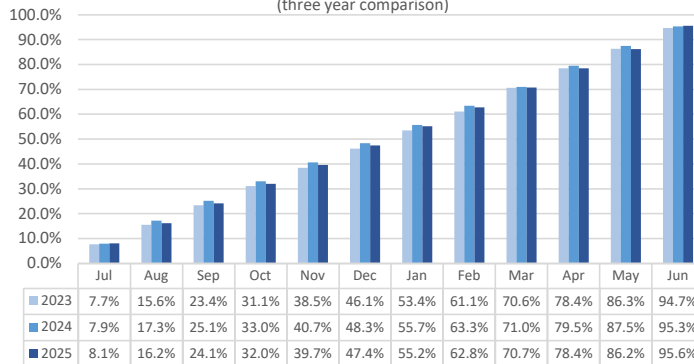
**Percent Revenue to Budget by Month**  
General Fund  
(three year comparison)



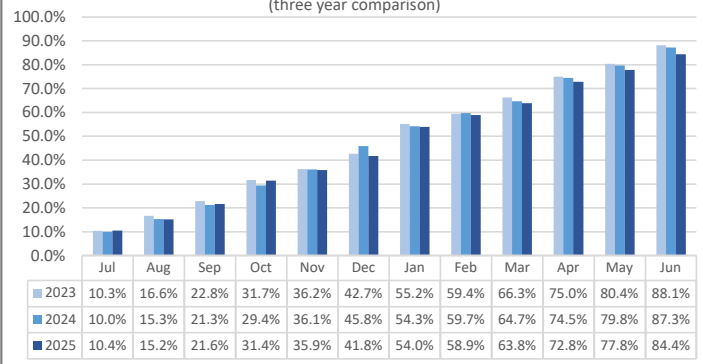
**Ending Fund Balance by Month**  
General Fund  
(three year comparison)



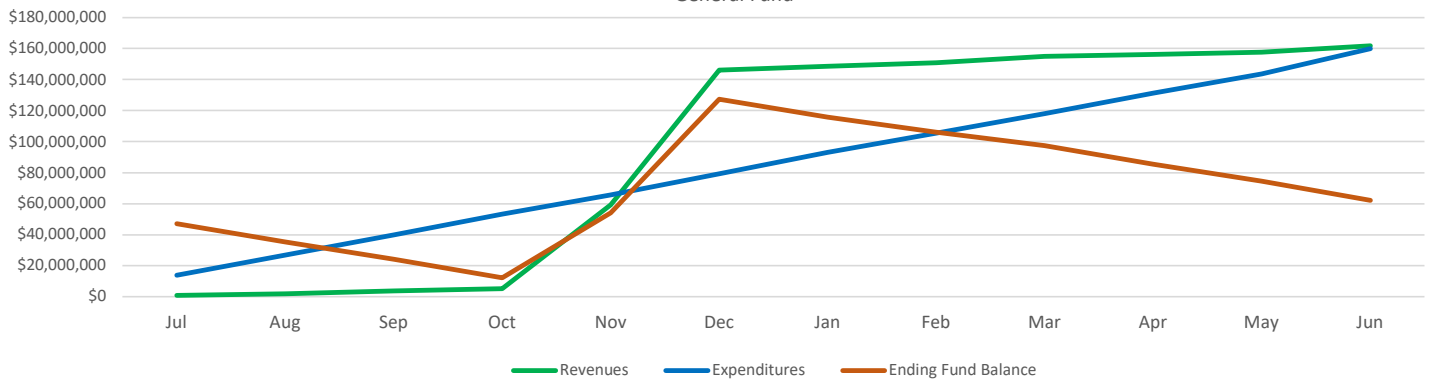
**Percent Personnel Services to Budget by Month**  
General Fund  
(three year comparison)



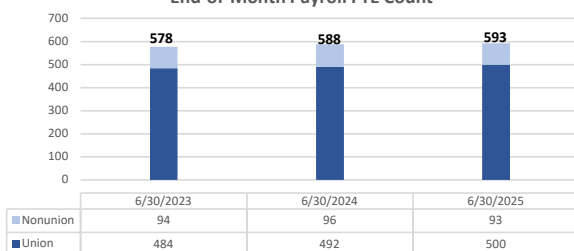
**Percent Materials and Services to Budget by Month**  
General Fund  
(three year comparison)



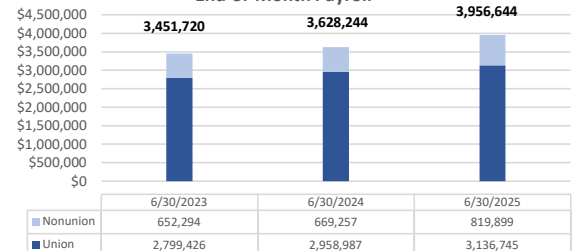
**2024-25 Revenues, Expenditures and Ending Fund Balance by Month**  
General Fund



**End-of-Month Payroll FTE Count**



**End-of-Month Payroll**





Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

GENERAL  
FUND 10

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>GENERAL FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 56,097,710	\$ 60,434,290	\$ 4,336,580	107.73%	\$ 57,022,296	106.84%
Property Tax Current	147,815,537	147,264,542	(550,995)	99.63%	142,077,278	101.23%
Property Tax-Prior Years	1,200,000	1,096,940	(103,060)	91.41%	1,191,053	89.09%
Tax In Lieu Of Property Tax	117,504	126,779	9,275	107.89%	143,938	122.50%
Forest Revenue	200,000	136,658	(63,342)	68.33%	158,866	39.82%
Investment Earnings	1,940,000	4,092,617	2,152,617	210.96%	4,293,833	322.67%
Charges for Services	5,027,326	7,174,605 <sup>(1)</sup>	2,147,279	142.71%	5,347,480	106.57%
Rental Revenue	77,900	74,009	(3,891)	95.00%	69,504	89.22%
Insurance Refunds	500,000	943,539	443,539	188.71%	919,779	183.96%
Other Revenue	326,800	921,137	594,337	281.87%	382,558	118.33%
Total Revenues	157,205,067	161,830,826	4,625,759	102.94%	154,584,289	103.43%
<b>Total Available Resources</b>	<b>\$ 213,302,777</b>	<b>\$ 222,265,116</b>	<b>\$ 8,962,339</b>	<b>104.20%</b>	<b>\$ 211,606,585</b>	<b>104.33%</b>
<b>Uses of Funds</b>						
Personnel Services	\$ 149,495,519	\$ 142,961,367	\$ 6,534,152	95.63%	\$ 136,827,280	95.31%
Materials & Services	17,758,215	14,991,925	2,766,290	84.42%	14,221,567	87.27%
Transfer To Other Funds	2,011,000	2,010,144	856	99.96%	1,009,945	99.92%
Contingency	4,000,000	-	4,000,000	0.00%	-	0.00%
Total Expenditures	173,264,734	159,963,435	13,301,299	92.32%	152,058,792	92.33%
<b>Ending Fund Balance</b>	<b>\$ 40,038,043</b>	<b>\$ 62,301,681 <sup>(2)</sup></b>	<b>\$ 22,263,638</b>	<b>155.61%</b>	<b>\$ 59,547,793</b>	<b>156.14%</b>

<sup>(1)</sup> Includes:

	2024-25	2023-24
Newberg Transport:	\$3,174K	\$2,834K
Other Medical Transport:	\$742K	\$1,193K
Conflagration & Deployment Claims:	\$2,377K	\$547K

<sup>(2)</sup> Includes \$3M in assigned fund balance for the PERS reserve



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

GENERAL  
FUND 10

Benchmark: 100.00%

	2024-25			2023-24	
	Original Budget	Y-T-D Actual	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>GENERAL FUND</b>					
<b>Command Directorate</b>					
Personnel Services					
Board of Directors	\$ 510	\$ -	0.00%	\$ -	0.00%
Civil Service	348,423	308,559	88.56%	254,021	85.02%
Fire Chief's Office	2,959,292	2,944,150	99.49%	2,989,326	96.96%
Total Personnel Services	3,308,225	3,252,709	98.32%	3,243,347	95.89%
Materials and Services					
Board of Directors	151,645	156,632 <sup>(1)</sup>	103.29%	91,719	50.58%
Civil Service	68,117	85,635 <sup>(2)</sup>	125.72%	44,778	49.49%
Fire Chief's Office	831,732	540,470	64.98%	474,634	56.75%
Total Materials and Services	1,051,494	782,737	74.44%	611,131	55.15%
<b>Total Command Directorate</b>	<b>\$ 4,359,719</b>	<b>\$ 4,035,447</b>	<b>92.56%</b>	<b>\$ 3,854,478</b>	<b>85.83%</b>
<b>Business Directorate</b>					
Personnel Services					
Logistics	\$ 1,269,366	\$ 895,100	70.52%	\$ 614,936	71.84%
Supply	1,446,798	1,292,621	89.34%	886,610	92.55%
Organizational Health	2,283,936	1,953,872	85.55%	1,897,889	44.56%
Occupational Health and Wellness	1,102,982	871,884	79.05%	800,655	80.74%
Business Strategy	1,120,778	1,115,126	99.50%	986,193	99.24%
Fleet Maintenance	1,949,453	1,791,108	91.88%	1,797,835	80.77%
Facilities Maintenance	1,484,620	1,471,825	99.14%	1,558,216	101.50%
Total Personnel Services	10,657,933	9,391,536	88.12%	8,542,335	72.27%
Materials and Services					
Logistics	1,363,786	1,208,724	88.63%	233,481	67.06%
Supply	2,449,276	1,982,454	80.94%	236,372	107.07%
Organizational Health	487,600	311,946	63.98%	374,568	23.96%
Occupational Health and Wellness	722,679	611,846	84.66%	587,221	100.68%
Business Strategy	108,220	12,246	11.32%	42,855	39.60%
Fleet Maintenance	1,119,344	1,012,256	90.43%	956,912	81.22%
Facilities Maintenance	869,039	842,047	96.89%	1,129,091	104.13%
Total Materials and Services	7,119,943	5,981,519	84.01%	3,560,500	70.00%
<b>Total Business Directorate</b>	<b>\$ 17,777,876</b>	<b>\$ 15,373,055</b>	<b>86.47%</b>	<b>\$ 12,102,835</b>	<b>71.59%</b>
<b>Finance Directorate</b>					
Personnel Services					
Finance	\$ 2,320,923	\$ 2,213,905	95.39%	\$ 2,145,916	95.90%
Information Technology	1,888,780	1,849,652	97.93%	1,752,358	97.14%
Communications	576,109	553,866	96.14%	526,752	95.14%
Total Personnel Services	4,785,812	4,617,423	96.48%	4,425,026	96.29%
Materials and Services					
Finance	1,209,945	974,380	80.53%	1,102,193	93.37%
Information Technology	2,560,547	2,028,524	79.22%	1,963,923	83.63%
Communications	3,007,732	2,816,405	93.64%	2,792,533	101.08%
Total Materials and Services	6,778,224	5,819,309	85.85%	5,858,650	93.12%
<b>Total Finance Directorate</b>	<b>\$ 11,564,036</b>	<b>\$ 10,436,732</b>	<b>90.25%</b>	<b>\$ 10,283,675</b>	<b>94.46%</b>

<sup>(1)</sup> Overage due to legal fees.

<sup>(2)</sup> Overage due to new recruit screening tests.



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

GENERAL  
FUND 10

Benchmark: 100.00%

	2024-25			2023-24	
	Original Budget	Y-T-D Actual	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>GENERAL FUND</b>					
<b>Operations Directorate</b>					
Personnel Services					
Operations Admin	\$ 5,204,865	\$ 6,984,031 <sup>(1)</sup>	134.18%	\$ 5,358,516	106.80%
Relief Pool Personnel	15,568,750	14,081,413	90.45%	13,735,287	89.22%
Stations / Specialty Teams	92,685,664	90,116,377	97.23%	88,424,489	96.90%
Emergency Management	228,197	204,539	89.63%	187,372	86.68%
Incident Management Team	212,437	198,061	93.23%	195,017	94.77%
EMS	2,012,266	1,865,171	92.69%	1,855,400	97.89%
Training	3,359,735	2,782,375	82.82%	2,529,847	84.38%
Recruits	4,608,653	3,327,376	72.20%	2,594,260	105.41%
Volunteers / Chaplains	51,300	21,704	42.31%	23,405	40.94%
Total Personnel Services	123,931,867	119,581,048	96.49%	114,903,593	96.16%
Materials and Services					
Operations Admin	92,124	72,906	79.14%	190,168	46.27%
Relief Pool Personnel	558	380	68.10%	19,089	56.54%
Stations / Specialty Teams	1,279,243	1,350,530 <sup>(2)</sup>	105.57%	2,591,054	112.26%
Emergency Management	36,332	24,801	68.26%	22,006	60.14%
Incident Management Team	4,589	771	16.80%	63	1.20%
EMS	387,182	262,919	67.91%	296,776	63.51%
Training	313,659	211,733	67.50%	269,046	76.06%
Recruits	121,315	97,049	80.00%	351,767	100.23%
Volunteers / Chaplains	156,394	117,621	75.21%	128,249	72.50%
Total Materials and Services	2,391,396	2,138,710	89.43%	3,868,219	93.35%
<b>Total Operations Directorate</b>	<b>\$ 126,323,263</b>	<b>\$ 121,719,758</b>	<b>96.36%</b>	<b>\$ 118,771,812</b>	<b>96.06%</b>
<b>Strategic Services Directorate</b>					
Personnel Services					
Fire and Life Safety	\$ 4,435,112	\$ 3,991,317	89.99%	\$ 3,743,210	86.99%
Government Affairs	1,997,638	1,768,209	88.51%	1,632,331	94.30%
Media Services	378,932	359,125	94.77%	337,439	92.91%
Total Personnel Services	6,811,682	6,118,650	89.83%	5,712,979	89.30%
Materials and Services					
Fire and Life Safety	89,681	53,416	59.56%	77,029	57.81%
Government Affairs	283,676	180,539	63.64%	207,585	74.48%
Media Services	43,801	35,695	81.49%	38,454	105.63%
Total Materials and Services	417,158	269,650	64.64%	323,067	72.05%
<b>Total Community Services Directorate</b>	<b>\$ 7,228,840</b>	<b>\$ 6,388,300</b>	<b>88.37%</b>	<b>\$ 6,036,046</b>	<b>88.17%</b>
<b>District Non-Organizational</b>					
Transfers	\$ 2,011,000	\$ 2,010,144	99.96%	\$ 1,009,945	99.92%
Contingency	4,000,000	-	0.00%	-	0.00%
Total	\$ 6,011,000	\$ 2,010,144	33.44%	\$ 1,009,945	20.91%

<sup>(1)</sup> Includes \$1,834k of conflagration deployment costs.

<sup>(2)</sup> Overage due to utilities.



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

# APPARATUS & VEHICLE FUND 21

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>APPARATUS &amp; VEHICLE FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 3,926,000	\$ 4,126,763	\$ 200,763	105.11%	\$ 4,191,073	123.27%
Investment Earnings	100,000	147,748	47,748	147.75%	188,204	376.41%
Insurance Recoveries	-	-	-	0.00%	13,683	100.00%
Surplus Property	-	5,138	5,138	100.00%	9,702	100.00%
Transfers In	750,000	750,000	-	100.00%	500,000	100.00%
Total Revenues	850,000	902,886	52,886	106.22%	711,589	129.38%
<b>Total Available Resources</b>	<b>\$ 4,776,000</b>	<b>\$ 5,029,649</b>	<b>\$ 253,649</b>	<b>105.31%</b>	<b>\$ 4,902,662</b>	<b>124.12%</b>
<b>Uses of Funds</b>						
Materials and Services	\$ -	\$ -	\$ -	0.00%	267	0.00%
Capital Outlay	3,836,900	2,275,136	1,561,764	59.30%	775,362	28.01%
Contingency	500,000	-	500,000	0.00%	-	0.00%
Total Expenditures	4,336,900	2,275,136	2,061,764	52.46%	775,629	23.73%
<b>Ending Fund Balance</b>	<b>\$ 439,100</b>	<b>\$ 2,754,514</b>	<b>\$ 2,315,414</b>	<b>627.31%</b>	<b>\$ 4,127,033</b>	<b>605.85%</b>





Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

CAPITAL  
IMPROVEMENTS  
FUND 22

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Revised Budget
<b>CAPITAL IMPROVEMENTS FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 5,493,000	\$ 5,003,797	\$ (489,203)	91.09%	\$ 5,670,591	111.19%
Investment Earnings	125,000	222,568	97,568	178.05%	253,343	337.79%
Insurance Refunds	-	-	-	0.00%	27,500	
Surplus Property	-	127,194	127,194	100.00%	24,000	100.00%
Transfers In	750,000	750,000	-	100.00%	500,000	0.00%
Total Revenues	875,000	1,099,763	224,763	125.69%	804,843	139.97%
<b>Total Available Resources</b>	<b>\$ 6,368,000</b>	<b>\$ 6,103,560</b>	<b>\$ (264,440)</b>	<b>95.85%</b>	<b>\$ 6,475,434</b>	<b>114.10%</b>
<b>Uses of Funds</b>						
Materials and Services	\$ 1,001,475	\$ 486,489	\$ 514,986	48.58%	\$ 397,259	27.10%
Capital Outlay	1,532,208	1,057,516	474,692	69.02%	1,063,321	89.48%
Contingency	1,000,000	-	1,000,000	0.00%	-	0.00%
Total Expenditures	3,533,683	1,544,006	1,989,677	43.69%	1,460,580	41.33%
<b>Ending Fund Balance</b>	<b>\$ 2,834,317</b>	<b>\$ 4,559,554</b>	<b>\$ 1,725,237</b>	<b>160.87%</b>	<b>\$ 5,014,854</b>	<b>234.26%</b>

		Condensed Statement of Budget vs Sources and Uses of Funds For the Period Ended June 30				MERRC FUND 23	
Benchmark: 100.00%		2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget		Y-T-D Actual	Actual as % of Revised Budget
<b>MERRC FUND</b>							
<b>Sources of Funds</b>							
Beginning Fund Balance	\$ 3,200,000	\$ 3,474,712	\$ 274,712	108.58%		\$ 3,019,503	107.84%
Charges for Services	250,000	286,136	36,136	114.45%		305,924	122.37%
Investment Earnings	90,000	174,502	84,502	193.89%		152,424	304.85%
Total Revenues	340,000	460,637	120,637	135.48%		458,348	152.78%
<b>Total Available Resources</b>	<b>\$ 3,540,000</b>	<b>\$ 3,935,349</b>	<b>\$ 395,349</b>	<b>111.17%</b>		<b>\$ 3,477,851</b>	<b>112.19%</b>
<b>Uses of Funds</b>							
Capital Outlay	\$ 400,000	82,605	\$ 317,395	20.65%		\$ 3,140	1.57%
Contingency	500,000	-	500,000	0.00%		-	0.00%
Total Expenditures	900,000	82,605	817,395	9.18%		3,140	0.45%
<b>Ending Fund Balance</b>	<b>\$ 2,640,000</b>	<b>\$ 3,852,745</b>	<b>\$ 1,212,745</b>	<b>145.94%</b>		<b>\$ 3,474,711</b>	<b>144.78%</b>

					GRANTS FUND 25	
Condensed Statement of Budget vs Sources and Uses of Funds For the Period Ended June 30						
Benchmark: 100.00%	2024-25				2023-24	
	Amended Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>GRANTS FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 90,000	\$ 61,721	\$ -	0.00%	\$ 83,145	97.82%
Grants and Donations	329,000	230,172	(98,828)	69.96%	57,542	52.31%
Total Revenues	329,000	230,172	(98,828)	69.96%	57,542	52.31%
<b>Total Available Resources</b>	<b>\$ 419,000</b>	<b>291,893</b>	<b>\$ (127,107)</b>	<b>69.66%</b>	<b>\$ 140,687</b>	<b>72.15%</b>
<b>Uses of Funds</b>						
Personnel Services	\$ 25,000	\$ 2,126	\$ 22,874	8.50%	\$ -	0.00%
Materials and Services	364,000	158,947	205,053	43.67%	49,105	29.76%
Capital Outlay	30,000	-	30,000	0.00%	-	-
Total Expenditures	419,000	161,073	257,927	38.44%	49,105	25.18%
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 130,820</b>	<b>\$ 130,820</b>	<b>100.00%</b>	<b>\$ 91,582</b>	<b>100.00%</b>



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

DEBT SERVICE  
FUND 30

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>DEBT SERVICE FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 300,000	\$ 680,813	\$ 380,813	226.94%	\$ 559,235	218.88%
Property Tax Current	9,948,350	9,933,115	(15,235)	99.85%	9,727,794	99.98%
Property Tax-Prior Years	45,000	74,491	29,491	165.54%	82,565	183.48%
Tax In Lieu Of Property Tax	3,500	8,594	5,094	245.54%	9,911	283.16%
Investment Earnings	77,500	251,504	174,004	324.52%	231,739	498.36%
Total Revenues	10,074,350	10,267,705	193,355	101.92%	10,052,008	102.31%
<b>Total Available Resources</b>	<b>\$ 10,374,350</b>	<b>\$ 10,948,518</b>	<b>\$ 574,168</b>	<b>105.53%</b>	<b>\$ 10,611,243</b>	<b>105.26%</b>
<b>Uses of Funds</b>						
Debt Service Principal	\$ 7,770,000	\$ 7,770,000	\$ -	100.00%	\$ 7,185,000	100.00%
Debt Service Interest	2,488,425	2,488,422	3	100.00%	2,771,248	100.00%
Total Expenditures	10,258,425	10,258,422	3	100.00%	9,956,248	100.00%
<b>Ending Fund Balance</b>	<b>\$ 115,925</b>	<b>\$ 690,096</b>	<b>\$ 574,171</b>	<b>595.30%</b>	<b>\$ 654,995</b>	<b>526.95%</b>



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

# INSURANCE FUND 45

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>INSURANCE FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 585,000	\$ 584,897	\$ (103)	99.98%	\$ 625,005	102.46%
Investment Earnings	7,500	28,683	21,183	382.44%	29,374	385.23%
Insurance Recoveries	-	145,995	145,995	100.00%	246,583	0.00%
Total Revenues	7,500	174,677	167,177	2329.03%	275,957	3619.10%
<b>Total Available Resources</b>	<b>\$ 592,500</b>	<b>\$ 759,574</b>	<b>\$ 167,074</b>	<b>128.20%</b>	<b>\$ 900,962</b>	<b>145.88%</b>
<b>Uses of Funds</b>						
Materials & Services	\$ 592,500	\$ 166,519	\$ 425,981	28.10%	\$ 249,441	40.39%
Total Expenditures	592,500	166,519	425,981	28.10%	249,441	40.39%
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 593,055</b>	<b>\$ 593,055</b>	<b>100.00%</b>	<b>\$ 651,520</b>	<b>100.00%</b>




Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

PROP & BLDG  
FUND 51

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>PROPERTY &amp; BUILDING FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 4,500,000	\$ 4,660,215	\$ 160,215	103.56%	\$ 4,525,291	122.80%
Investment Earnings	100,000	228,627	128,627	228.63%	217,104	334.01%
Transfers In	500,000	500,000	-	100.00%	-	0.00%
Total Revenues	600,000	728,627	128,627	121.44%	217,104	334.01%
<b>Total Available Resources</b>	<b>\$ 5,100,000</b>	<b>\$ 5,388,842</b>	<b>\$ 288,842</b>	<b>105.66%</b>	<b>\$ 4,742,395</b>	<b>126.46%</b>
<b>Uses of Funds</b>						
Capital Outlay	\$ 2,331,000	\$ 31,407	\$ 2,299,593	1.35%	\$ 95,199	4.70%
Contingency	900,000	-	900,000	0.00%	-	0.00%
Total Expenditures	3,231,000	31,407	3,199,593	0.97%	95,199	3.25%
<b>Ending Fund Balance</b>	<b>\$ 1,869,000</b>	<b>\$ 5,357,435</b>	<b>\$ 3,488,435</b>	<b>286.65%</b>	<b>\$ 4,647,196</b>	<b>563.94%</b>

 Tualatin Valley Fire & Rescue		Condensed Statement of Budget vs Sources and Uses of Funds For the Period Ended June 30				CAPITAL PROJECTS FUND 52	
Benchmark: 100.00%		2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget		Y-T-D Actual	Actual as % of Budget
CAPITAL PROJECTS FUND							
Sources of Funds							
Beginning Fund Balance	\$ 56,325,000	\$ 57,031,437	\$ 706,437	101.25%		\$ 55,193,368	100.00%
Investment Earnings	1,000,000	2,593,898	1,593,898	259.39%		2,927,877	0.00%
Miscellaneous Revenue	-	5,000	5,000	100.00%		-	0.00%
Total Revenues	1,000,000	2,598,898	1,598,898	259.89%		2,927,877	0.00%
Total Available Resources	\$ 57,325,000	\$ 59,630,335	\$ 2,305,335	104.02%		\$ 58,121,245	0.00%
Uses of Funds							
Personnel Services	\$ -	\$ 207	(207)	100.00%		\$ 682	0.00%
Materials & Services	505,000	86,450	418,550	17.12%		447,462	0.00%
Capital Outlay	54,098,500	2,877,002	51,221,498	5.32%		668,996	0.00%
Contingency	2,721,500	-	2,721,500	0.00%		-	0.00%
Total Expenditures	57,325,000	2,963,659	54,361,341	5.17%		1,117,140	2.15%
Ending Fund Balance	\$ -	\$ 56,666,676	\$ 56,666,676	100.00%		\$ 57,004,105	0.00%

## 2022 Bond Issuance Expenditures Include:

	Project-to-Date
2022 Bond Program General	\$ 332,428
Station 19 Midway	\$ 91,960
Station 20 Newberg	\$ 960,129
Station 21 Newberg	\$ 57,103
Station 35 King City	\$ 1,509,268
Station 62 Aloha	\$ 1,093,205
Station 67 Beaverton	\$ 10,327
Training Center	\$ 224,641
Bond Apparatus	\$ 5,781,891



Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

**PENSION  
FUND 61**

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>PENSION TRUST FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ -	\$ -	\$ -	0.00%	\$ -	0.00%
Transfers In	11,000	10,144	(856)	92.21%	9,945	92.08%
Total Revenues	11,000	10,144	(856)	92.21%	9,945	92.08%
<b>Total Available Resources</b>	<b>\$ 11,000</b>	<b>\$ 10,144</b>	<b>\$ (856)</b>	<b>92.21%</b>	<b>\$ 9,945</b>	<b>92.08%</b>
<b>Uses of Funds</b>						
Personnel Services	\$ 11,000	\$ 10,144	\$ 856	92.21%	\$ 9,945	92.08%
Total Expenditures	11,000	10,144	856	92.21%	9,945	92.08%
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ -</b>	<b>0.00%</b>




Condensed Statement of Budget vs  
Sources and Uses of Funds  
For the Period Ended June 30

LOSAP  
FUND 63

Benchmark: 100.00%

	2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget	Y-T-D Actual	Actual as % of Budget
<b>VOLUNTEER LOSAP FUND</b>						
<b>Sources of Funds</b>						
Beginning Fund Balance	\$ 425,000	\$ 452,523	\$ 27,523	106.48%	\$ 410,672	110.51%
Interest revenue	150	-	(150)	0.00%	12	7.98%
Dividend Income	10,000	18,309	8,309	183.09%	19,843	248.04%
Gain/(Loss) on Investments	5,000	10,724	5,724	214.48%	40,448	100.00%
Total Revenues	15,150	29,033	13,883	191.64%	60,303	739.92%
<b>Total Available Resources</b>	<b>\$ 440,150</b>	<b>\$ 481,556</b>	<b>\$ 41,406</b>	<b>109.41%</b>	<b>\$ 470,975</b>	<b>124.02%</b>
<b>Uses of Funds</b>						
Personnel Services	\$ 440,150	\$ 18,300	\$ 421,850	4.16%	\$ 18,453	4.80%
Total Expenditures	440,150	18,300	421,850	4.16%	18,453	4.80%
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 463,256</b>	<b>\$ 463,256</b>	<b>100.00%</b>	<b>\$ 452,523</b>	<b>100.00%</b>

		Condensed Statement of Budget vs Sources and Uses of Funds For the Period Ended June 30				CUSTODIAL FUND 65	
Benchmark: 100.00%		2024-25				2023-24	
	Original Budget	Y-T-D Actual	Variance with Budget Positive (Negative)	Actual as % of Budget		Y-T-D Actual	Actual as % of Budget
<b>CUSTODIAL FUND</b>							
<b>Sources of Funds</b>							
Beginning Fund Balance	\$ 165,750	\$ 163,047	\$ -	98.37%		\$ 172,944	104.81%
Donations	35,000	50,205	15,205	143.44%		42,782	122.23%
Total Revenues	35,000	50,205	15,205	143.44%		42,782	122.23%
<b>Total Available Resources</b>	<b>\$ 200,750</b>	<b>\$ 213,252</b>	<b>\$ 12,502</b>	<b>106.23%</b>		<b>\$ 215,726</b>	<b>107.86%</b>
<b>Uses of Funds</b>							
Materials & Services	\$ 200,750	\$ 45,291	\$ 155,459	22.56%		\$ 52,664	26.33%
Total Expenditures	200,750	45,291	155,459	22.56%		52,664	26.33%
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ 167,961</b>	<b>\$ (167,961)</b>	<b>100.00%</b>		<b>\$ 163,062</b>	<b>100.00%</b>



## Quarterly Investment Report

June 30, 2025

### Market Value Holdings as of 06/30/2025

U.S Treasuries	\$	-
Commercial Paper		-
Managed Money Market		87,877,570
LGIP		61,987,641
Money Market & Checking		2,519,267
<b>Total Value</b>	<b>\$</b>	<b>152,384,478</b>

Operating Funds	\$	95,616,363
Capital Projects - Bond Fund		56,768,115
<b>Total Value</b>	<b>\$</b>	<b>152,384,478</b>

### Benchmark Interest Rates as of 06/30/2025

LGIP	4.60%
Managed Money Market	4.22%
2-Year Treasury	3.72%

### Quarterly Investment Earnings

*\*assumes investments held to maturity*

U.S Treasuries	\$	-
Commercial Paper		-
Managed Money Market		1,115,811
LGIP		715,328
Money Market & Checking		136
<b>Total Quarterly Earnings</b>	<b>\$</b>	<b>1,831,275</b>

### Fiscal Year-To-Date Investment Earnings

07/01/2024 - 06/30/2025

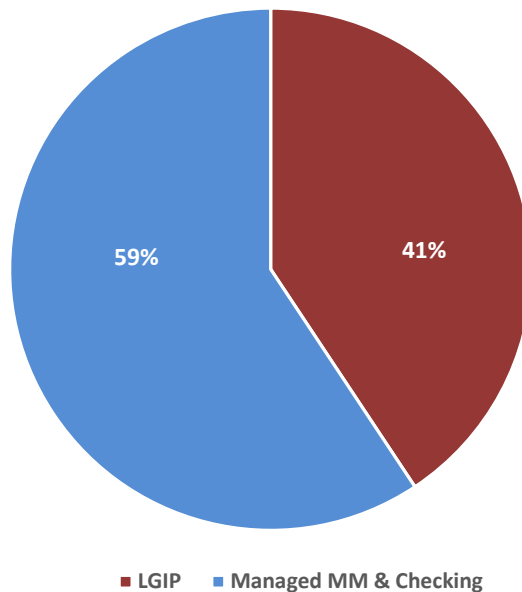
*\*assumes investments held to maturity*

U.S Treasuries	\$	-
Commercial Paper		-
Managed Money Market		4,371,542
LGIP		2,997,835
Money Market & Checking		680
<b>Total Fiscal Year-To-Date Earnings</b>	<b>\$</b>	<b>7,370,057</b>

YTD Administrative & Advisory Fees	\$	6,296
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### Total Portfolio Allocation

as of 06/30/2025



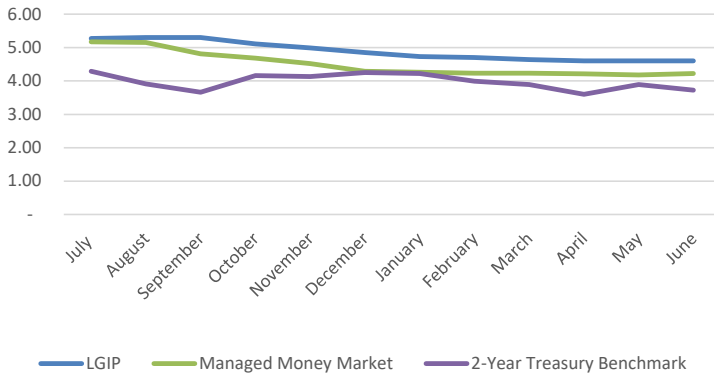


## Quarterly Investment Report

June 30, 2025

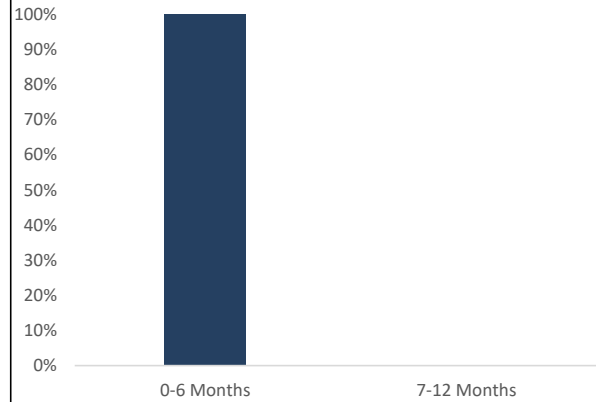
### Interest Rate Trend

Trailing 12-Months



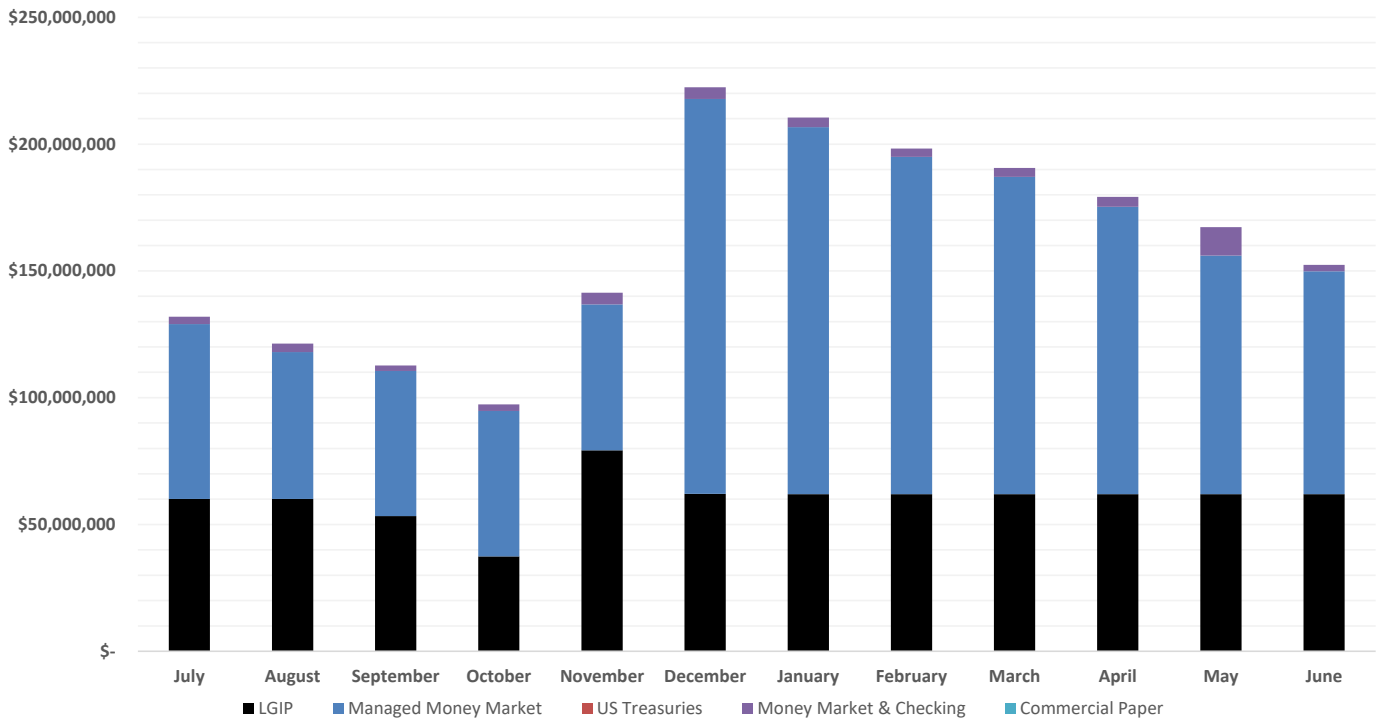
### Maturity Distribution

Holdings as of 06/30/2025



### Portfolio Holdings by Month

Trailing 12-Months



# CORRESPONDENCE

## Comments of Appreciation

### **Engine 62**

#### **LT Nowak, AO Warnock, FF Fern, FF Mackovjak**

A thank you message from citizen Faulkner was received for the response to Inc# 2025-0069560. This was an EMS call to her home on 6/16/2025. She appreciates the care that the responding crews provided her.

She stated the following: "I am sending this to thank the team that came to help me last night. They were very kind and professional. I didn't catch everyone's name except for Naomi. I would greatly appreciate it if you passed along my gratitude to this team. Thank you, citizen Faulkner."

---

### **AO Boyle**

A compliment from citizen de la Huerga was received. He stated that he enjoyed the recent Safety Matters article that highlighted Amy Boyle and the ACPC program. Citizen de la Huerga thinks the program is a great, cost-effective approach to providing community care.

He writes, "I saw an article in the recent Safety Matters that presented the program you and others have started to assist "frequent 911 callers" to get the community care they need to be healthy and reduce medical emergencies among this population. It seems to be great project and one that I haven't previously heard of elsewhere - reserving valuable paramedics and costly equipment for emergent situations while keeping some "repeat customers" healthier.

## Letters of Appreciation

### **Engine 69**

**CA Frank, AO Howard, FF Kendrick, FF Hunt**

A thank you message from citizen Keon was received for the response to Inc# 2025-0065553, a fall call to her home on 6/8/2025. She appreciates the skilled and calm care the responding crew provided her family during the incident.

She writes, "I wanted to thank the fire rescue team for coming out to my house and helping my husband after he collapsed. They were here within minutes of the call and were super effective. I really appreciated their professionalism and skills. They were super helpful while keeping things comforting and calm. Thank you!"

---

### **Engine 20**

**LT Whitmire, AO Lacheney, FF Flint, FF Callahan**

### **Medic 20**

**PM Enger, FF Paschall**

A thank you message from citizens Currier for the response to Inc# 2025-0077623, an EMS call to their home on 7/5/2025.

"This is a SPEACIAL THANK YOU to the team in Newberg that responded to my wife's stroke condition on the morning of July 5!!!! Dispatch was able to have them on their way to respond in a miraculous short time to help her and to slow the stroke progression effects. One SUPER team working together will hopefully speed her recovery. THANKS to THEM ALL!"

## Letters of Appreciation

### Portland Metro Fire Camp Thank You

A thank you note was sent to CFO Colgrove from Gina Walker, whose daughter participated in this year's Portland Metro Fire Camp. She wrote, "wanted to send you a note because my daughter completed the Portland Metro Fire Camp with Tualatin Valley Fire & Rescue!!! She said it was the best experience she ever had and it has solidified her career path in that direction. What an incredible organization. You helped a teenage girl pursue her dream. Thanks to all of you!!"



Thank you message from citizen Prayzich. This is for the response to Inc# 2025-0066256, a sick person call to her home on 6/9/25.

Responding Unit  
Med20: FF Dunn and FF Carpenter

June 27, 2025

Joe and- Newberg,

This is a small token of my appreciation for the fine transport to Newberg Providence - it seemed on the face a simple problem, but as they discovered in the ambulance even before getting to the hospital, your attention was needed.

Thank you again for your wonderful service. What would we do w/o you?

Blessings,

I hope this will be seen by the crew at the Newberg station.



On the way home I saw this guy by the side of the road and...a duck. I stopped and, sure 'nuff, three of mama duck's ducklings had fallen through a storm water grate. The guy & I talked, then I went home to collect a bucket, a yard tool, and a stick. Went back and got to work. Read the picture captions for more of the story...

---

When I returned, the guy said he had called 911, but we got to work anyway. You can see the yard tool lowering the bucket into the storm drain. The red stick (at right) pushed the bucket down to partially fill the bucket with water. Then the stick was used to gently push a duckling into the bucket whereupon we quickly lifted the bucket up and delivered the duckling to mama duck.



The second duckling was a clever fellow. Having seen how his brother was rescued, he practically jumped into the bucket all on his own. In this picture you can see mama with the duckling that was not so stupid as to fall through the grate, along with two that were rescued.

But where was the last little duckling? For starters, he did not view the descending bucket as a rescue vehicle. He fled down the storm drains.



About then the Tualatin Valley Fire Dept showed up. They started searching in nearby manholes, prying up cover after cover and looking for a tiny duck. With no success, they walked the streets, listening. And, about half a block away, there it was: tiny, muted quacks! The right grate was quickly located, pulled up, and the last duckling was rescued.



Here is the relieved duck mama, reunited with all her chicks.



And here is the Tualatin Valley Fire & Rescue crew that are now the duck mama's heros.



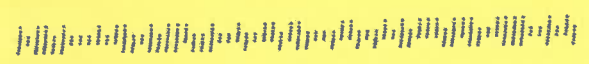


OR 972  
2025 PM 6 L



Editor, Newsletter  
Malatin Valley Fire & Rescue  
11945 SW 70<sup>th</sup> Ave  
Tigard OR 97223-8566

97223-856645



Thank you for a very interesting  
and well-written newsletter.

I am pleased and impressed by  
the forward thinking analysis of  
the needs of our community's  
citizens and the changing need  
for staff skills and agency equipment.

I had occasion to meet two of  
your ambulance staff when a  
neighbor fell and we could not  
get her up. A call to 911 resulted in  
two competent and caring folks  
arriving to help her. Thanks again!  
Schuyler

TVF&R received a letter of acknowledgment from a King City resident, recognizing the individuals who worked on TVF&R's recent newsletter. The resident also commends the district's skilled personnel and thoughtful approach to operations.

# OLD BUSINESS

# LOCAL CONTRACT REVIEW BOARD

## AGENDA ITEM

### Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT:	LCRB Resolution 2025-06 Special Procurement Request	FOR AGENDA OF:	July 22, 2025
		APPROVED FOR AGENDA:	Fire Chief Deric Weiss
		DEPARTMENT OF ORIGIN:	Logistics
PROCEEDING:	Discussion and Approval	DATE SUBMITTED:	July 15, 2025
EXHIBITS:	LCRB Resolution 2025-06 Staff Report	CLEARANCES:	Fire Chief's Office

#### BUDGET IMPACT

EXPENDITURE REQUIRED: \$0	AMOUNT BUDGETED: \$0	APPROPRIATION REQUIRED: \$
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#### BACKGROUND:

The District seeks to acquire two manufactured homes to provide temporary housing for personnel assigned to Fire Station 20 while that facility is undergoing a full rebuild. The homes must meet specific customized requirements for size, interior configuration, and delivery timelines to ensure continuity of emergency response services. On June 10, 2025, the District issued a competitive Invitation to Bid (ITB), as required by ORS chapter 279B, for the purchase and delivery of the homes, with an estimated cost of \$400,000. Despite outreach to potential bidders and a public advertisement in the Daily Journal of Commerce, no bids were received by the deadline of July 1, 2025.

The absence of bids suggests that a standard competitive process is not feasible under the competitive sealed bidding method. To be successful in acquiring the customized homes within the desired timeline, the District is seeking approval to conduct a special procurement, as authorized by ORS 279B.085, which will be abbreviated to acquire quotes and will include direct contact and negotiation with known qualified suppliers along with a publicly advertised solicitation.

The special procurement meets the statutory criteria as it is unlikely to encourage favoritism and will promote competition based on the approach to advertise the solicitation publicly and source multiple quotes directly from qualified suppliers, and promotes the public interest by expediting the acquisition of the homes and avoiding construction delays and a disruptive transition for emergency response personnel.

#### RECOMMENDED ACTION:

Discussion and approval of LCRB Resolution 2025-06 authorizing the use of a special procurement to acquire two manufactured homes which will provide temporary housing for personnel.

#### PROPOSED MOTION:

*"I move to approve LCRB Resolution 2025-06 as recommended"*

## **LCRB RESOLUTION NO. 2025-06**

### **RESOLUTION OF THE LOCAL CONTRACT REVIEW BOARD OF TUALATIN VALLEY FIRE AND RESCUE, A RURAL FIRE PROTECTION DISTRICT, AUTHORIZING A SPECIAL PROCUREMENT PURSUANT TO ORS 279B.085**

**WHEREAS**, the District plans to rebuild Fire Station 20 (Downtown Newberg) to modernize the facility and improve operational capacity, efficiency, and safety for personnel assigned there. To ensure continuity of services during the construction, the District will utilize two manufactured homes to serve as temporary housing for personnel assigned to Fire Station 20, at an estimated purchase and delivery price of \$400,000; and

**WHEREAS**, Oregon Revised Statutes Chapter 279B requires a contracting agency to award a public contract for goods by competitive sealed bidding; and

**WHEREAS**, the District issued a public Invitation to Bid (“ITB”) on June 10, 2025, with the purpose of the solicitation to obtain competitive bids from qualified suppliers interested in providing the manufactured homes to the District; and

**WHEREAS**, the District received no bids in response to the ITB and now must cancel that solicitation, as authorized by ORS 279B.100, and pursue an alternate strategy to acquire the manufactured homes; and

**WHEREAS**, the Board of Directors of Tualatin Valley Fire and Rescue, serving as the Local Contract Review Board (“LCRB”), has the authority to review and approve requests for special procurements as described in ORS 279B.085, and

**WHEREAS**, the District seeks to procure the manufactured homes utilizing a contract-specific special procurement solicitation to negotiate a single contract with a qualified vendor; and;

**WHEREAS**, the District has determined that the proposed special procurement meets the standard of ORS 279B.085(4) because:

1. It is unlikely to encourage favoritism in the awarding of a public contract or substantially diminish competition as staff will solicit quotes from multiple vendors to the extent practicable, and advertise the solicitation publicly, ensuring fairness and transparency in the selection process; and
2. It otherwise substantially promotes the public interest in a manner that could not be practicably realized by complying for a second time with requirements that are applicable under ORS 279B.055 for competitive sealed bidding.

**WHEREAS**, the LCRB being fully advised of the circumstances with the enclosed staff report, finds as follows:

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Tualatin Valley Fire and Rescue, acting as the LCRB, that:

1. **Approval of Special Procurement:** The proposed special procurement for the temporary housing manufactured homes, as described above, is hereby approved pursuant to ORS 279B.085.
2. **Contracting Procedure:** Staff is authorized to implement the special procurement using the contracting procedure described herein, which may include issuing a request for detailed quotes, directly contacting qualified vendors for detailed quotes, or another competitive process as determined by the District.
3. **Public Notice:** The District shall provide public notice of this special procurement approval in the same manner as provided in ORS 279B.055(4).
4. **Contract Award:** If the special procurement involves competition among prospective contractors, the contract shall be awarded to the offeror determined to be the most advantageous to the District, in accordance with ORS 279B.085(6).
5. **Reporting and Compliance:** The District shall maintain documentation of the special procurement process and ensure compliance with all applicable provisions of the Oregon Public Contracting Code.

**ADOPTED** this 22nd day of July 2025.

---

Justin Dillingham, President

Attest: \_\_\_\_\_  
Clark Balfour, Secretary-Treasurer

## **STAFF REPORT**

### **DRAFT FINDINGS IN SUPPORT OF AN EXEMPTION FROM COMPETITIVE SEALED BIDDING REQUIREMENTS AND THE USE OF A SPECIAL PROCUREMENT PURSUANT TO ORS 279B.085**

#### **PURPOSE:**

This staff report requests Local Contract Review Board (LCRB) authorization for a special procurement under ORS 279B.085 to acquire two manufactured homes with an estimated total cost of \$400,000 (\$200,000 each). The initial competitive sealed bidding process, required by ORS 279B.055, failed to receive any bids, necessitating an alternative procurement method to meet the District's needs.

#### **BACKGROUND:**

The District seeks to acquire two manufactured homes to provide temporary housing for personnel assigned to Fire Station 20 while that facility is undergoing a full rebuild. The homes must meet specific customized requirements for size, interior configuration, and delivery timelines to ensure continuity of emergency response services. On June 10, 2025, the District issued a competitive Invitation to Bid (ITB) for the purchase and delivery of the homes, with an estimated value of \$400,000. Despite direct outreach to potential bidders and advertising in the Daily Journal of Commerce, no bids were received by the deadline of July 1, 2025.

The absence of bids suggests that a standard competitive process is not feasible under the competitive sealed bidding method.

#### **PROPOSED SPECIAL PROCUREMENT:**

The District proposes to use a contract-specific special procurement to acquire the manufactured homes through direct contact and negotiation with known qualified manufacturers along with a publicly advertised solicitation. This method will involve:

- Contacting, and working directly with, at least three manufacturers to obtain quotes.
- Advertising the opportunity publicly to submit quotes through the Daily Journal of Commerce, or similar publication.
- Evaluating quotes based on price, delivery timeline, and compliance with specifications.
- Negotiating terms to ensure cost-effectiveness, quality, and delivery time.

The procurement will be conducted in accordance with ORS 279B.085 and the District's procurement rules.

## **FINDINGS:**

The special procurement meets the statutory criteria as follows:

**Unlikely to Encourage Favoritism:** The District will solicit quotes from multiple vendors to the extent practicable, ensuring fairness and transparency in the selection process.

**Promote Competition:** While the failed ITB indicates limited market participation the proposed method will maximize competition by targeting qualified suppliers and comparing offers.

**Promotes Public Interest:** The special procurement will expedite acquisition, avoiding delays that could disrupt the construction schedule, and ensure personnel have the least disruptive transition from the Station to maintain critical services. Estimated costs remain within the \$400,000 budget, and the method allows for price negotiation to optimize value.

## **RECOMMENDATION:**

Based on the foregoing evidence, Staff recommends that the LCRB approve the special procurement as described, authorizing the agency to acquire two manufactured homes through a simultaneous public solicitation with direct outreach to vendors to provide quotes with a total cost of approximately \$400,000.

Staff requests that the LCRB accept these findings and approve Resolution 2025-06 granting and exemption from the competitive bidding process and approving the special procurement.

*[Remainder of this page intentionally blank]*

# NEW BUSINESS

## AGENDA ITEM

### Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Board Policy Section 4 – Personnel Policy      FOR AGENDA OF: July 22, 2025

APPROVED FOR AGENDA: Fire Chief Deric Weiss

DEPARTMENT OF ORIGIN: Fire Chief's Office

PROCEEDING: First Reading and Discussion      DATE SUBMITTED: July 15, 2025

EXHIBITS: Board Policy Section 4 – Personnel Policy      CLEARANCES: Fire Chief's Office

#### BUDGET IMPACT

EXPENDITURE REQUIRED: 0	AMOUNT BUDGETED: 0	APPROPRIATION REQUIRED: 0
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#### BACKGROUND:

Consistent with practice, staff and legal counsel have reviewed Board Policy Section 4 – Personnel Policy and recommends changes to the current policy as reflected in the attached draft.

#### RECOMMENDED ACTION:

Approve first reading of Board Policy Section 4 – Personnel policy.

#### *PROPOSED MOTION:*

“I move to approve the first reading of Board Policy Section 4 – Personnel Policy, by title only.”

# TUALATIN VALLEY FIRE AND RESCUE

## PERSONNEL POLICY

### SECTION 4

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## SECTION 4.1 EQUAL EMPLOYMENT

- A. The District is committed to equal employment opportunity, inclusion and diversity in the workplace. All employment decisions to recruit, employ, train, transfer, promote, pay, discipline, lay off, and terminate employees are based solely on the basis of individual qualifications and merit and/or according to employment laws and the standards and policies outlined in its personnel and related policies.
- B. Decisions involving any aspect of the employment relationship must be made without regard to an employee's protected class status as identified in federal or state law.
- C. Unlawful discrimination or harassment based on any protected class status violates the Board's policies. Reports of discrimination and harassment will be investigated and subject to disciplinary procedures under Section 4.7.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025~~August 22, 2023~~

- A. Personnel policies apply to all employees unless they are exempted from coverage due to prevailing Civil Service rules or the current labor agreement.
- B. The assignment of employees, the delegation of duties, the determination and duration of hours of work, including the assignment of overtime, the location of work assignments, and other matters related to the direction of the work force shall be determined by the Fire Chief, or a designee.
- C. The Fire Chief shall have exclusive authority to determine whether an employee should be promoted, transferred, or reassigned and to determine how job openings should be filled. The Fire Chief's determination on these matters, consistent with Civil Service rules and regulations, employment laws, and District policies as expressed elsewhere, is final and binding.
- D. Requests for transfer may be initiated by an employee in accordance with the procedures established by the Fire Chief and/or current labor agreements.
- E. The Fire Chief or designee(s) will establish and coordinate trial service programs for all District positions and employees hired or promoted into them.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025~~August 22, 2023~~

- A. The Board acknowledges that the manner in which employees conduct themselves has an impact on the community in general and on the District, on and off the job.
- B. It is expected that employees exhibit a high degree of responsibility and conduct themselves in a professional manner at all times.
- C. Employees shall also be expected to:
  - 1. Use time during working hours, and time on authorized leave, for the purposes intended.
  - 2. Maintain relationships with the community and not use such relationships for private advantage.
  - 3. Avoid off-duty behavior that will negatively affect public perception of the organization.
  - 4. Distinguish between personal views and those of the District to avoid misrepresentation of the District.
  - 5. Perform in accordance with the employee's current job description and directives from supervisory authority to achieve performance goals.
  - 6. Refrain from disseminating or disclosing confidential, proprietary, or sensitive information received in the course of duty. For purposes of this provision, confidential, proprietary, or sensitive information does not include:
    - a. Conduct that constitutes discrimination prohibited by ORS 659A030, including conduct that constitutes sexual assault.
    - b. Conduct that constitutes discrimination prohibited by ORS 659A082 or 659A.112.
  - 7. Employees will arrive at work fit for duty, free from the influence of drugs and alcohol, refrain from any use of drugs or alcohol during the work day, and operate under provisions detailed in the District's fit for duty and Drug & Alcohol Free Workplace policies.
- D. If the Oregon Government Ethics Commission finds that an appointed public official, i.e., manager or employee, has violated any provision of ORS Ch. 244, Government Ethics, or has violated any provision of ORS 192.610 to ORS 192.690, Public Meetings, with intentional disregard of the law or willful misconduct, the finding is prima facie evidence of unfitness where removal is authorized for cause.

SECTION 4.3 EMPLOYEE CONDUCT AND RESPONSIBILITY (continued)

LEGAL REFERENCE: ORS 244.270 (1); HB 2805 2023

DATE: November 26, 1996

REVISED: October 22, 2024

REVIEWED: July 15, 2025~~October 22, 2024~~

#### SECTION 4.4 PERSONNEL PERFORMANCE MANAGEMENT

- A. The District will provide guidelines and instruction to supervisors and employees in the use and application of tools that support performance management, including the District's employee performance evaluation system. Performance management is a continuous, year-round process to improve and sustain job performance.
- B. Evaluations shall be based upon criteria developed by the Fire Chief and/or designee.
- C. Evaluations will contain a goals section, where the employee and their supervisor may agree on performance goals for the upcoming review period, preferably tied to the District's Strategic Plan.
- D. Evaluations must be signed ~~by the~~ and acknowledged by the employee ~~by the employee and the~~ employee's supervisor(s) and will include a specific section intended for employee comments.
- E. The evaluation process shall follow procedures outlined by the District's Standard Operating Guidelines.

DATE: August 27, 1996

REVISED: July 15, 2025 ~~July 28, 2015~~

REVIEWED: July 15, 2025 ~~August 22, 2023~~

- A. Organizational Health staff shall be responsible for maintaining personnel records (hard copy and/or electronic) for each employee. Those records shall include evaluation reports and other job-related materials as directed by the Fire Chief in accordance with District policies and state/federal laws.
- B. The following District personnel may inspect such files by requesting access:
  - 1. The employee and those persons whom the employee has designated in writing.
  - 2. The employee's immediate management chain.
  - 3. Employees assigned to work in the Organizational Health Department.
  - 4. The District's legal counsel.
  - 5. Others as designated in writing by the Fire Chief.
- C. All non-job-related information pertaining to sensitive issues that the District is required to maintain (e.g., medical records, family/spouse records [beneficiary, benefits information, etc.] and other sensitive information) shall be kept in a separate file from that used to record job-related information.
- D. The Fire Chief reserves the right to use job-related records (~~e.g.~~e.g., performance reviews, letters, etc.) when making decisions regarding hiring, promotion, termination, transfer, demotion, and all other aspects of the employment process.

DATE: August 27, 1996

REVISED: July 27, 2021

REVIEWED: July 15, 2025~~August 22, 2023~~

## SECTION 4.6 PROFESSIONAL GROWTH

A. The Board supports and encourages employees to continue their professional development. Therefore, the Fire Chief's Office shall develop and administer an educational reimbursement program that assists and encourages employees to pursue advanced education.

DATE: August 27, 1996

REVISED: September 26, 2017

REVIEWED: July 15, 2025~~August 22, 2023~~

## SECTION 4.7

## DISCIPLINARY PROCEDURES - RULES AND REGULATIONS

- A. The Fire Chief shall develop standardized written rules and regulations, which shall serve as a guideline for the administration of corrective and disciplinary actions.
- B. Any disciplinary or corrective action will be based on job related criteria and will not be based on any protected class as identified in federal or state law.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025~~August 22, 2023~~

- A. Position descriptions are developed for each job classification in both the classified (Civil Service) and unclassified service. Organizational Health staff will be responsible for working with department managers to assure these are maintained for accuracy and completeness on a regular basis.
- B. Each non-bargaining unit position will be assigned within the compensation structure in accordance with Oregon Administrative Rule Chapter 839, Division 8, and the Oregon Equal Pay Act (ORS 652.220). -Annually, Finance staff budget and recommends a salary grade structure adjustment to the Fire Chief, for proposed use in the fiscal year commencing July 1.
- C. Labor union members shall follow the current labor agreement for classification and wage determination, provided that the labor agreement also complies with the Oregon Equal Pay Act.

DATE: August 27, 1996

REVISED: ~~August 22, 2023~~

REVIEWED: ~~July 15, 2025~~ ~~August 22, 2023~~

- A. District employees shall not use their official position or office to obtain financial gain or avoidance of financial detriment for the employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the financial gain or avoidance would not otherwise be available but for the employee holding of the employment position or office, or use their official position or office to gain a private nonpecuniary advantage with business firms, the community, or other public agencies.
- B. Prohibited activities include, but are not limited to, those contained in:
  - 1. Board Policy Section 4.3
  - 2. Board Policy Section 12.4
  - 3. ORS Chapter 244 (Government Ethics) and related administrative rules
  - 4. Appropriate Standard Operating Guidelines

DATE: August 27, 1996

REVISED: August 22, 2023

REVIEWED: ~~July 15, 2025~~ ~~August 22, 2023~~

## SECTION 4.10 SAFETY AND ACCIDENT PREVENTION

- A. The Board recognizes and supports the need to provide a safe environment for employees and members of the community who utilize the facilities, services, and equipment of the District.
- B. A District Safety Program shall be maintained.
- C. The District Safety Program shall include, but not be limited to:
  - 1. Administrative supervision and inspection of facilities to assure compliance with federal, state, and local statutes as well as District regulations.
  - 2. Safety training for employees to promote safe working practices.
  - 3. Training in CPR, first aid and emergency care of injured persons at District work sites.
- D. Administration shall take prompt action to correct any unsafe condition or circumstance brought to its attention.

DATE: August 27, 1996

REVISED: July 28, 2015

REVIEWED: ~~July 15, 2025~~ ~~August 22, 2023~~

A. The Board is committed to maintaining a respectful working environment that is free from unlawful harassment, discrimination, and retaliation including sexual harassment, in violation of state and federal employment laws. Workplace conduct that is coercive, bullying, intimidating, threatening, abusive, harassing, or is intended to or does materially and negatively affect the workplace is prohibited by this policy, even if the conduct is not unlawful. This policy may be further developed by Standard Operating Guidelines adopted by the Fire Chief.

A.

B. The Fire Chief and/or designee shall develop standardized written rules and procedures, which shall serve as a guideline for investigating and addressing any reported issues of harassment, discrimination, or retaliation.

DATE: August 27, 1996

REVISED: July 15, 2025~~July 27, 2021~~

REVIEWED: July 15, 2025~~August 22, 2023~~

## SECTION 4.12 RESOLUTION OF MATTERS OF CONCERN

- A. The District believes in fair and equitable application of Board policies and administrative regulations.
- B. The District also believes in keeping channels of communication open between the Board and the Fire Chief's Office, and the Fire Chief's Office and staff.
- C. To facilitate the attainment of these two objectives, it shall be the policy of the Board to provide channels of communication for the purpose of discussing matters of concern relating to the operation of the District with all employees.
- D. Matters covered under the terms of negotiated agreements are excluded from these discussions, since matters of contract interpretation are properly resolved via the procedures provided by law and in the agreements for this purpose.

DATE: August 27, 1996

REVISED: July 28, 2015

REVIEWED: July 15, 2025~~August 22, 2023~~

## SECTION 4.13 WORKERS' COMPENSATION

- A. The District will provide workers' compensation insurance coverage for all employees and volunteers.
- B. The District and its workers' compensation insurer will partner together to assist injured personnel in obtaining appropriate medical treatment and rehabilitation; with the goal of returning injured personnel back to ~~modified~~light duty and ultimately to full duty as soon as they are medically cleared.
- C. The District will maintain an injury and accident prevention program designed to ~~ensure~~promote a safe working environment and ~~promote~~ a safety conscious work force.

DATE: August 27, 1996

REVISED: ~~July 15, 2025~~July 28, 2015

REVIEWED: ~~July 15, 2025~~August 22, 2023

## SECTION 4.14 HEALTH INSURANCE FOR RETIREES

District retirees (those receiving PERS or OPSRP retirement benefits for service or disability) may elect, within 60 days after the effective date of retirement, to continue on the District's or the Union Health Trust's medical and dental group coverage on a self-paying basis until reaching Medicare eligibility per ORS 243.303.

### LEGAL REFERENCE ORS 243.303

DATE: August 27, 1996

REVISED: August 22, 2023

REVIEWED: ~~August 22, 2023~~ July 15, 2025

## SECTION 4.15      REGULAR EMPLOYEES AS INDEPENDENT CONTRACTORS

A District employee may be allowed to work as an independent contractor for the District, when the following criteria are met:

- A. The employee meets the definition of an independent contractor as defined by statute and regulations (see ORS 670.600).
- B. The service provided is not related to functions/responsibilities covered by the employee's current work classification, except in rare circumstances and approved by Organizational Health.
- C. The employee competes for or bids the work to the District as required under Board Policy Section 9.3.
- D. In absolutely no case shall a District employee be entitled to a contract awarded under any exception to the usual rule requiring an award to the low bidder.
- E. The work is performed outside the employee's regularly scheduled hours of work and will have no adverse impact upon the individual's employment effectiveness.
- F. The employee signs a District contract and follows all the same rules as required by District policy for independent contractors and the employee maintains the insurance(s) as required by the District contract.
- G. The employee shall have an affirmative obligation to disclose any potential or actual conflict of interest, or the appearance of a conflict of interest, between the status of independent contractor and employee.
- H. The employee shall not be in collusion with any other District employee or Board member, and shall not use any knowledge of any information not readily available to the public at large that would give the employee an advantage over a person without that information.
- I. Authorization:
  - 1. Employee shall receive the approval of the employee's manager, and
  - 2. The employee shall receive the approval of Finance and Organizational Health, and
  - 3. The employee shall contact the Finance Department to be considered as an independent contractor, and to bid on the work, and
  - 4. All contracts will be signed by the Chief Financial Officer.

DATE: February 25, 1997

REVISED: July 27, 2021

REVIEWED: ~~July 15, 2025~~ August 22, 2023

- A. Payroll will maintain sick leave accruals and usage reporting for all employees of the District. These records will be managed consistently with terms outlined in the applicable contract for bargaining unit employees, the Standard Operating Guidelines for non-bargaining employees, and be consistent with PERS procedures detailed in ORS 238.350.
- B. These payroll records will be judged to be the official record of the District.
- C. District staff will maintain guidelines that define what absences may be charged to sick leave. These guidelines will take into consideration applicable state and federal employment laws, and the District's historical contractual and policy treatment of family leave, bereavement leave, on the job injury, ~~emergency leave~~, disability leave, and other related absences.
- D. For most employees, semi-monthly payroll advice sick leave accruals are equal to their sick leave accruals reportable to PERS for retirement purposes. For those employees whose sick leave accruals on their payroll advice are different from their PERS reportable accruals, an annual accounting of their unused sick leave accruals reportable to PERS for retirement purposes will be provided for the previous calendar year by February 15 of each year.
- E. For employees receiving an annual accounting, any questions or concerns regarding PERS reportable accruals should be submitted in writing to the Chief Financial Officer within 30 days of receipt of the annual accounting. All other employees are expected to review their semi-monthly pay stubs for accuracy in the reporting of sick leave accruals and utilization.

DATE: August 27, 1996

REVISED: ~~July 15, 2025~~ ~~September 24, 2019~~

REVIEWED: ~~July 15, 2025~~ ~~August 22, 2023~~

## SECTION 4.17 OFF-DUTY USE OF DISTRICT EQUIPMENT AND FACILITIES BY EMPLOYEES

Compensation of employees includes limited personal use of District equipment and facilities, both on and off-duty. The purpose of this policy is to clarify permitted uses while off-duty.

District employees shall not utilize District equipment and facilities during their off-duty hours unless they first obtain prior approval as set forth below. District equipment shall not be used off-site under any conditions. Off-duty use of District equipment and facilities is subject to the following conditions:

- A. Limitations on Use of District Equipment and Facilities. Use of District equipment and facilities shall not interfere with the operations of the District. District equipment and facilities shall not be used to promote political agendas or to obtain any financial gain or avoid financial detriment that would otherwise not be available but for the employee's public employment position.
- B. Reimbursement of Expenses. To the extent that expenses are incurred by the District for personal use, the District shall be promptly reimbursed by the employee for such expenses at the rate such services are generally available to the public, regardless of the actual cost to the District. For example, charges for use of copy machines, printers, or unintended use of a District wireless device.
- C. Prior Approval Not Required. Prior approval shall not be required if the employee's use is instrumental to fulfillment of District programs and objectives (~~e.g.~~e.g., use of exercise equipment and weights to promote physical fitness).
- D. Prior Approval Required. Any use of District equipment not readily fulfilling District programs and objectives will require prior approval of the Fire Chief's Office or the employee's Division Chief/Manager.

DATE: February 25, 1997

REVISED: July 28, 2015

REVIEWED: ~~July 15, 2025~~August 22, 2023

## SECTION 4.18      POLICY APPROVAL

This is to certify that Personnel Policy, Section 4, policies 4.1 – 4.17, were duly adopted and approved by Board action on:

\_\_\_\_\_  
Justin J. Dillingham, President of the Board

\_\_\_\_\_  
Clark I. Balfour, Secretary of the Board

|      APPROVED: ~~October 22, 2024~~ July 22, 2025

# TUALATIN VALLEY FIRE AND RESCUE

## PERSONNEL POLICY

### SECTION 4

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## SECTION 4.1      EQUAL EMPLOYMENT

- A.    The District is committed to equal employment opportunity, inclusion and diversity in the workplace. All employment decisions to recruit, employ, train, transfer, promote, pay, discipline, lay off, and terminate employees are based solely on the basis of individual qualifications and merit and/or according to employment laws and the standards and policies outlined in its personnel and related policies.
- B.    Decisions involving any aspect of the employment relationship must be made without regard to an employee's protected class status as identified in federal or state law.
- C.    Unlawful discrimination or harassment based on any protected class status violates the Board's policies. Reports of discrimination and harassment will be investigated and subject to disciplinary procedures under Section 4.7.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025

- A. Personnel policies apply to all employees unless they are exempted from coverage due to prevailing Civil Service rules or the current labor agreement.
- B. The assignment of employees, the delegation of duties, the determination and duration of hours of work, including the assignment of overtime, the location of work assignments, and other matters related to the direction of the work force shall be determined by the Fire Chief, or a designee.
- C. The Fire Chief shall have exclusive authority to determine whether an employee should be promoted, transferred, or reassigned and to determine how job openings should be filled. The Fire Chief's determination on these matters, consistent with Civil Service rules and regulations, employment laws, and District policies as expressed elsewhere, is final and binding.
- D. Requests for transfer may be initiated by an employee in accordance with the procedures established by the Fire Chief and/or current labor agreements.
- E. The Fire Chief or designee(s) will establish and coordinate trial service programs for all District positions and employees hired or promoted into them.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025

- A. The Board acknowledges that the manner in which employees conduct themselves has an impact on the community in general and on the District, on and off the job.
- B. It is expected that employees exhibit a high degree of responsibility and conduct themselves in a professional manner at all times.
- C. Employees shall also be expected to:
  - 1. Use time during working hours, and time on authorized leave, for the purposes intended.
  - 2. Maintain relationships with the community and not use such relationships for private advantage.
  - 3. Avoid off-duty behavior that will negatively affect public perception of the organization.
  - 4. Distinguish between personal views and those of the District to avoid misrepresentation of the District.
  - 5. Perform in accordance with the employee's current job description and directives from supervisory authority to achieve performance goals.
  - 6. Refrain from disseminating or disclosing confidential, proprietary, or sensitive information received in the course of duty. For purposes of this provision, confidential, proprietary, or sensitive information does not include:
    - a. Conduct that constitutes discrimination prohibited by ORS 659A030, including conduct that constitutes sexual assault.
    - b. Conduct that constitutes discrimination prohibited by ORS 659A082 or 659A.112.
  - 7. Employees will arrive at work fit for duty, free from the influence of drugs and alcohol, refrain from any use of drugs or alcohol during the work day, and operate under provisions detailed in the District's fit for duty and Drug & Alcohol Free Workplace policies.
- D. If the Oregon Government Ethics Commission finds that an appointed public official, i.e, manager or employee, has violated any provision of ORS Ch. 244, Government Ethics, or has violated any provision of ORS 192.610 to ORS 192.690, Public Meetings, with intentional disregard of the law or willful misconduct, the finding is prima facie evidence of unfitness where removal is authorized for cause.

SECTION 4.3           EMPLOYEE CONDUCT AND RESPONSIBILITY (continued)

LEGAL REFERENCE: ORS 244.270 (1); HB 2805 2023

DATE: November 26, 1996

REVISED: October 22, 2024

REVIEWED: July 15, 2025

## SECTION 4.4 PERSONNEL PERFORMANCE MANAGEMENT

- A. The District will provide guidelines and instruction to supervisors and employees in the use and application of tools that support performance management, including the District's employee performance evaluation system. Performance management is a continuous, year-round process to improve and sustain job performance.
- B. Evaluations shall be based upon criteria developed by the Fire Chief and/or designee.
- C. Evaluations will contain a goals section, where the employee and their supervisor may agree on performance goals for the upcoming review period, preferably tied to the District's Strategic Plan.
- D. Evaluations must be signed by the employee's supervisor(s) and acknowledged by the employee and will include a specific section intended for employee comments.
- E. The evaluation process shall follow procedures outlined by the District's Standard Operating Guidelines.

DATE: August 27, 1996

REVISED: July 15, 2025

REVIEWED: July 15, 2025

- A. Organizational Health staff shall be responsible for maintaining personnel records (hard copy and/or electronic) for each employee. Those records shall include evaluation reports and other job-related materials as directed by the Fire Chief in accordance with District policies and state/federal laws.
- B. The following District personnel may inspect such files by requesting access:
  - 1. The employee and those persons whom the employee has designated in writing.
  - 2. The employee's immediate management chain.
  - 3. Employees assigned to work in the Organizational Health Department.
  - 4. The District's legal counsel.
  - 5. Others as designated in writing by the Fire Chief.
- C. All non-job-related information pertaining to sensitive issues that the District is required to maintain (e.g., medical records, family/spouse records [beneficiary, benefits information, etc.] and other sensitive information) shall be kept in a separate file from that used to record job-related information.
- D. The Fire Chief reserves the right to use job-related records (e.g. performance reviews, letters, etc.) when making decisions regarding hiring, promotion, termination, transfer, demotion, and all other aspects of the employment process.

DATE: August 27, 1996

REVISED: July 27, 2021

REVIEWED: July 15, 2025

## SECTION 4.6            PROFESSIONAL GROWTH

The Board supports and encourages employees to continue their professional development. Therefore, the Fire Chief's Office shall develop and administer an educational reimbursement program that assists and encourages employees to pursue advanced education.

DATE: August 27, 1996

REVISED: September 26, 2017

REVIEWED: July 15, 2025

## SECTION 4.7 DISCIPLINARY PROCEDURES - RULES AND REGULATIONS

- A. The Fire Chief shall develop standardized written rules and regulations, which shall serve as a guideline for the administration of corrective and disciplinary actions.
- B. Any disciplinary or corrective action will be based on job related criteria and will not be based on any protected class as identified in federal or state law.

DATE: August 27, 1996

REVISED: September 24, 2019

REVIEWED: July 15, 2025

- A. Position descriptions are developed for each job classification in both the classified (Civil Service) and unclassified service. Organizational Health staff will be responsible for working with department managers to assure these are maintained for accuracy and completeness on a regular basis.
- B. Each non-bargaining unit position will be assigned within the compensation structure in accordance with Oregon Administrative Rule Chapter 839, Division 8, and the Oregon Equal Pay Act (ORS 652.220). Annually, Finance staff budget and recommends a salary grade structure adjustment to the Fire Chief, for proposed use in the fiscal year commencing July 1.
- C. Labor union members shall follow the current labor agreement for classification and wage determination, provided that the labor agreement also complies with the Oregon Equal Pay Act.

DATE: August 27, 1996

REVISED: August 22, 2023

REVIEWED: July 15, 2025

- A. District employees shall not use their official position or office to obtain financial gain or avoidance of financial detriment for the employee, a relative or member of the household of the employee, or any business with which the employee or a relative or member of the household of the employee is associated, if the financial gain or avoidance would not otherwise be available but for the employee holding of the employment position or office, or use their official position or office to gain a private nonpecuniary advantage with business firms, the community, or other public agencies.
- B. Prohibited activities include, but are not limited to, those contained in:
  - 1. Board Policy Section 4.3
  - 2. Board Policy Section 12.4
  - 3. ORS Chapter 244 (Government Ethics) and related administrative rules
  - 4. Appropriate Standard Operating Guidelines

DATE: August 27, 1996

REVISED: August 22, 2023

REVIEWED: July 15, 2025

#### SECTION 4.10 SAFETY AND ACCIDENT PREVENTION

- A. The Board recognizes and supports the need to provide a safe environment for employees and members of the community who utilize the facilities, services, and equipment of the District.
- B. A District Safety Program shall be maintained.
- C. The District Safety Program shall include, but not be limited to:
  - 1. Administrative supervision and inspection of facilities to assure compliance with federal, state, and local statutes as well as District regulations.
  - 2. Safety training for employees to promote safe working practices.
  - 3. Training in CPR, first aid and emergency care of injured persons at District work sites.
- D. Administration shall take prompt action to correct any unsafe condition or circumstance brought to its attention.

DATE: August 27, 1996

REVISED: July 28, 2015

REVIEWED: July 15, 2025

- A. The Board is committed to maintaining a respectful working environment that is free from unlawful harassment, discrimination, and retaliation including sexual harassment, in violation of state and federal employment laws. Workplace conduct that is coercive, bullying, intimidating, threatening, abusive, harassing, or is intended to or does materially and negatively affect the workplace is prohibited by this policy, even if the conduct is not unlawful. This policy may be further developed by Standard Operating Guidelines adopted by the Fire Chief.
- B. The Fire Chief and/or designee shall develop standardized written rules and procedures, which shall serve as a guideline for investigating and addressing any reported issues of harassment, discrimination, or retaliation.

DATE: August 27, 1996

REVISED: July 15, 2025

REVIEWED: July 15, 2025

- A. The District believes in fair and equitable application of Board policies and administrative regulations.
- B. The District also believes in keeping channels of communication open between the Board and the Fire Chief's Office, and the Fire Chief's Office and staff.
- C. To facilitate the attainment of these two objectives, it shall be the policy of the Board to provide channels of communication for the purpose of discussing matters of concern relating to the operation of the District with all employees.
- D. Matters covered under the terms of negotiated agreements are excluded from these discussions, since matters of contract interpretation are properly resolved via the procedures provided by law and in the agreements for this purpose.

DATE: August 27, 1996

REVISED: July 28, 2015

REVIEWED: July 15, 2025

## SECTION 4.13      WORKERS' COMPENSATION

- A.     The District will provide workers' compensation insurance coverage for all employees and volunteers.
- B.     The District and its workers' compensation insurer will partner together to assist injured personnel in obtaining appropriate medical treatment and rehabilitation; with the goal of returning injured personnel back to modified duty and ultimately to full duty as soon as they are medically cleared.
- C.     The District will maintain an injury and accident prevention program designed to promote a safe working environment and a safety conscious work force.

DATE: August 27, 1996

REVISED: July 15, 2025

REVIEWED: July 15, 2025

## SECTION 4.14 HEALTH INSURANCE FOR RETIREES

District retirees (those receiving PERS or OPSRP retirement benefits for service or disability) may elect, within 60 days after the effective date of retirement, to continue on the District's or the Union Health Trust's medical and dental group coverage on a self-paying basis until reaching Medicare eligibility per ORS 243.303.

### LEGAL REFERENCE ORS 243.303

DATE: August 27, 1996

REVISED: August 22, 2023

REVIEWED: July 15, 2025

## SECTION 4.15      REGULAR EMPLOYEES AS INDEPENDENT CONTRACTORS

A District employee may be allowed to work as an independent contractor for the District, when the following criteria are met:

- A. The employee meets the definition of an independent contractor as defined by statute and regulations (see ORS 670.600).
- B. The service provided is not related to functions/responsibilities covered by the employee's current work classification, except in rare circumstances and approved by Organizational Health.
- C. The employee competes for or bids the work to the District as required under Board Policy Section 9.3.
- D. In absolutely no case shall a District employee be entitled to a contract awarded under any exception to the usual rule requiring an award to the low bidder.
- E. The work is performed outside the employee's regularly scheduled hours of work and will have no adverse impact upon the individual's employment effectiveness.
- F. The employee signs a District contract and follows all the same rules as required by District policy for independent contractors and the employee maintains the insurance(s) as required by the District contract.
- G. The employee shall have an affirmative obligation to disclose any potential or actual conflict of interest, or the appearance of a conflict of interest, between the status of independent contractor and employee.
- H. The employee shall not be in collusion with any other District employee or Board member, and shall not use any knowledge of any information not readily available to the public at large that would give the employee an advantage over a person without that information.
- I. Authorization:
  - 1. Employee shall receive the approval of the employee's manager, and
  - 2. The employee shall receive the approval of Finance and Organizational Health, and
  - 3. The employee shall contact the Finance Department to be considered as an independent contractor, and to bid on the work, and
  - 4. All contracts will be signed by the Chief Financial Officer.

DATE: February 25, 1997

REVISED: July 27, 2021

REVIEWED: July 15, 2025

- A. Payroll will maintain sick leave accruals and usage reporting for all employees of the District. These records will be managed consistently with terms outlined in the applicable contract for bargaining unit employees, the Standard Operating Guidelines for non-bargaining employees, and be consistent with PERS procedures detailed in ORS 238.350.
- B. These payroll records will be judged to be the official record of the District.
- C. District staff will maintain guidelines that define what absences may be charged to sick leave. These guidelines will take into consideration applicable state and federal employment laws, and the District's historical contractual and policy treatment of family leave, bereavement leave, on the job injury, disability leave, and other related absences.
- D. For most employees, semi-monthly payroll advice sick leave accruals are equal to their sick leave accruals reportable to PERS for retirement purposes. For those employees whose sick leave accruals on their payroll advice are different from their PERS reportable accruals, an annual accounting of their unused sick leave accruals reportable to PERS for retirement purposes will be provided for the previous calendar year by February 15 of each year.
- E. For employees receiving an annual accounting, any questions or concerns regarding PERS reportable accruals should be submitted in writing to the Chief Financial Officer within 30 days of receipt of the annual accounting. All other employees are expected to review their semi-monthly pay stubs for accuracy in the reporting of sick leave accruals and utilization.

DATE: August 27, 1996

REVISED: July 15, 2025

REVIEWED: July 15, 2025

## SECTION 4.17 OFF-DUTY USE OF DISTRICT EQUIPMENT AND FACILITIES BY EMPLOYEES

Compensation of employees includes limited personal use of District equipment and facilities, both on and off-duty. The purpose of this policy is to clarify permitted uses while off-duty.

District employees shall not utilize District equipment and facilities during their off-duty hours unless they first obtain prior approval as set forth below. District equipment shall not be used off-site under any conditions. Off-duty use of District equipment and facilities is subject to the following conditions:

- A. Limitations on Use of District Equipment and Facilities. Use of District equipment and facilities shall not interfere with the operations of the District. District equipment and facilities shall not be used to promote political agendas or to obtain any financial gain or avoid financial detriment that would otherwise not be available but for the employee's public employment position.
- B. Reimbursement of Expenses. To the extent that expenses are incurred by the District for personal use, the District shall be promptly reimbursed by the employee for such expenses at the rate such services are generally available to the public, regardless of the actual cost to the District. For example, charges for use of copy machines, printers, or unintended use of a District wireless device.
- C. Prior Approval Not Required. Prior approval shall not be required if the employee's use is instrumental to fulfillment of District programs and objectives (e.g. use of exercise equipment and weights to promote physical fitness).
- D. Prior Approval Required. Any use of District equipment not readily fulfilling District programs and objectives will require prior approval of the Fire Chief's Office or the employee's Division Chief/Manager.

DATE: February 25, 1997

REVISED: July 28, 2015

REVIEWED: July 15, 2025

## SECTION 4.18      POLICY APPROVAL

This is to certify that Personnel Policy, Section 4, policies 4.1 – 4.17, were duly adopted and approved by Board action on:

\_\_\_\_\_  
Justin J. Dillingham, President of the Board

\_\_\_\_\_  
Clark I. Balfour, Secretary of the Board

APPROVED: July 22, 2025

## AGENDA ITEM

### Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Property Purchase for Newberg Rural Fire Station      FOR AGENDA OF: July 22, 2025

APPROVED FOR AGENDA: Fire Chief Deric Weiss

DEPARTMENT OF ORIGIN: Logistics

PROCEEDING: Discussion and Approval      DATE SUBMITTED: July 15, 2025

EXHIBITS: Residential Real Estate Sale Agreement – 15900 NE Dopp Road, Supplemental Property Information      CLEARANCES: Fire Chief's Office

#### BUDGET IMPACT

EXPENDITURE REQUIRED: \$1,300,000.00	AMOUNT BUDGETED: \$1,300,000.00	APPROPRIATION REQUIRED: \$0.00
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#### BACKGROUND:

The city of Newberg and the Newberg Rural Fire Protection District were officially annexed into TVF&R's service area on July 1, 2018 to provide fire and emergency medical services for residents of Newberg and the surrounding areas. Prior to annexation, staff identified a need to improve emergency response performance and coverage in the rural unincorporated areas of Yamhill County and has been evaluating several potential sites for a new fire station. A property located at 15900 NE Dopp Road, Newberg, has been identified as an ideal location for this station. The proposed property is approximately 3.1 acres and includes a four-bedroom, three-bath, 2,611-square-foot residential structure. Additional structures include a large shop with a three-car garage and a 30-foot by 48-foot pole barn.

The property is currently zoned for EF-40, which includes fire station facilities providing rural fire protection services. In order to convert the structure into a fire station, the District will need to apply for land use approval with Yamhill County.

A 30-day due diligence period with the option for two 15-day extensions is included in the purchase agreement to assess the feasibility of the site for TVF&R's operational use and allow time for:

- Wetland 100-year flood plan information
- Well and septic assessment
- Land/environmental assessment
- Structural inspection
- Land use/zoning review

RECOMMENDED ACTION:

Staff recommends the Board of Directors approve the purchase of the property located at 15900 NE Dopp Road, Newberg for \$1,300,000.00 (one million three hundred thousand dollars), upon successful completion of all due diligence items, and authorize the Fire Chief or designee to execute all necessary documents to complete the transaction and initiate planning for the renovation and conversion of the structure into a fire station.

*PROPOSED MOTION:*

*“I move to authorize the Fire Chief or designee to execute the necessary contract documents to purchase the property located at 15900 NE Dopp Road, Newberg, OR as recommended.”*



## RESIDENTIAL REAL ESTATE SALE AGREEMENT

## FINAL AGENCY ACKNOWLEDGMENT

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

**Buyer's Agent(s) Information:**

Buyer's Agent 1\*: Jamaal Brown Oregon License #: Commercial

is the agent of: (select one) ☒ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: Colliers Firm License #: \_\_\_\_\_

Buyer's Agent 1's Office Address: 851 SW 6th St 1200 Portland OR 97204

Phone #1: (503) 484-5959 Phone #2: \_\_\_\_\_ E-mail: Jamaal.Brown@colliers.com

Buyer's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Buyer exclusively ("Buyer Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

Buyer's Agent 2's Office Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Seller's Agent(s) Information:**

Seller's Agent 1\*: Courtney Hein Oregon License #: 201237021

is the agent of: (select one) ☒ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: Premiere Property Group, LLC Firm License #: 201217527

Seller's Agent 1's Office Address: 700 Deborah Rd 200 Newberg OR 97132

Phone #1: (971) 281-1176 Phone #2: (971) 832-8106 E-mail: courtney@courtneyhein.com

Seller's Agent 2\*: \_\_\_\_\_ Oregon License #: \_\_\_\_\_

is the agent of: (select one) ☐ Seller exclusively ("Seller Agency") ☐ Both Buyer and Seller ("Disclosed Limited Agency")

Name of Real Estate Firm\*: \_\_\_\_\_ Firm License #: \_\_\_\_\_

Seller's Agent 2's Office Address: \_\_\_\_\_

Phone #1: \_\_\_\_\_ Phone #2: \_\_\_\_\_ E-mail: \_\_\_\_\_

\*If Buyer's and/or Seller's Agents and/or Firms are co-selling or co-listing in this transaction, all Agents and Firm names should be disclosed above or in an attached OREF 010 – Final Agency Acknowledgment Addendum.

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 in that Real Estate Firm, Buyer and Seller acknowledge the principal broker will become the disclosed limited agent for both Buyer and Seller as more fully explained in the Disclosed Limited Agency Agreements that have been reviewed and signed by Buyer, Seller, and Agent(s).

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 Agreement is first submitted to Seller, even if this Agreement will be rejected or a counteroffer will be made. Seller's signature to this Final Agency Acknowledgment will not constitute acceptance of this Agreement or any terms in this Agreement.

Buyer Valerie Colgrove, CFO Print Tualatin Valley Fire & Rescue Date 7/15/2025 ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←

Seller Kari Clement Print Kari Lyn Clement Revocable Trust Date 07/14/2025 ←

Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ←



## RESIDENTIAL REAL ESTATE SALE AGREEMENT

### SALE AGREEMENT GENERAL TERMS

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 of the capitalized terms and the legal concepts applicable to this Agreement, review Section 48 (Definitions) and Section 49 (Miscellaneous). 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 be made on a separate document.

**1. PARTIES/PROPERTY DESCRIPTION/PRICE:** Buyer (insert name[s]) Tualatin Valley Fire & Rescue

offers to purchase from Seller (insert name[s]) Kari Lyn Clement Revocable Trust

the following described real property (the "Property") situated in the State of Oregon, County of Yamhill, and commonly known or identified as: (complete one or more)

(a) Street Address: 15900 NE Dopp Rd  
Newberg OR 97132; and

(If the above address does not adequately describe the Property, include the Tax Identification Number and/or other identifying information.)

(b) Tax Identification Number(s): 68651; and

(c) Other Identifying Information (lot/block number, etc.): 3.10 ACRES IN SEC 04 T35 R3W

If a complete legal description of the Property is not included in this Agreement, Buyer and Seller will use the legal description provided by Escrow, defined in Section 30 (Escrow), for purposes of legal identification and conveyance of title.

Buyer offers to purchase the Property for the "Purchase Price" (in U.S. currency) of ..... A \$ 1,300,000.00 on the following terms:

as earnest money, the sum of (the "Deposit") ..... B \$ 25,000.00

in accordance with Section 31.2 (Additional Deposit), the sum of (the "Additional Deposit") ..... C \$ \_\_\_\_\_

at or before Closing, the balance of the down payment ..... D \$ \_\_\_\_\_

at Closing and on Delivery of the ☒ deed ☐ contract, the balance of the Purchase Price ..... E \$ 1,275,000.00

will be paid as agreed to in the Financing Sections in this Agreement. (the sum of Lines B, C, D, and E should equal Line A)

**2. ATTACHED ITEMS AND PERSONAL PROPERTY:** Items identified as included or excluded in the Multiple Listing Service or marketing materials will not be included in or excluded from the sale unless agreed to in writing.

**2.1. Attached Items.** Listed below are examples of attached items.

(a) **Fixtures.** A fixture is any personal property that is attached to real property. Fixtures include built-in appliances, floor coverings, blinds, curtain rods, lighting and bulbs, awnings, window and door screens, and storm doors and windows.

(b) **System components.** A system component is essential related equipment. System components include irrigation, plumbing, water heaters, ventilation, cooling and heating, Smart Home Features, and all fixtures and their related items, including remote controls, operating manuals, passwords, and all keys related to the property including mailbox and outbuilding(s).

(c) **Other attached items.** Other attached items include fences, gates, and planted landscaping items.

All attached items are included except: (describe) \_\_\_\_\_. For additional excluded items, see Addendum \_\_\_\_\_.

All mounting brackets (select one) ☒ will ☐ will not remain with the Property except for (describe) \_\_\_\_\_.

All bathroom mirrors (select one) ☒ will ☐ will not remain with the Property except for (describe) \_\_\_\_\_.

Buyer Initials VC / \_\_\_\_\_ Date 7/15/2025

Seller Initials KC / \_\_\_\_\_ Date 07/14/2025

**LINES WITH THIS SYMBOL ◀ REQUIRE A SIGNATURE AND DATE**

**OREF 001 | Released 01/2025 | Page 2 of 15**

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## RESIDENTIAL REAL ESTATE SALE AGREEMENT

**2.2. Personal Property.** Personal property refers to objects not permanently attached to the Property. This includes but is not limited to free-standing furniture (which may be secured for safety reasons by anti-tip devices), free-standing appliances (like slide-in refrigerators and ranges), and hanging items (such as artwork, decorative items, and other portable items). Only the following personal property, which is offered "AS-IS" and without any stated value, is included in the sale: *(describe)* Propane tank & fuel within, refrigerator in kitchen & 5 chickens

For additional personal property, see Addendum \_\_\_\_\_.

### FINANCING

**3. BUYER REPRESENTATION OF FUNDS:** In this section: (a) "Funds" means the funds required for Closing of the Property, whether they are the Deposits, down payment, or (if this is an all-cash transaction) the full Purchase Price, but "Funds" does not include the financing described in Sections 6 (Financed) or 7 (Seller-Carried Financing) of this Agreement; and (b) "Liquid" means Funds that are cash or immediately convertible to cash that are available to Buyer. Buyer represents that, upon signing this Agreement: *(select only one)*

(i) ☒ all Funds are Liquid;

(ii) ☐ Not all Funds are Liquid; however, all Funds will be Liquid before Closing. This transaction is not contingent upon Buyer obtaining the following non-contingent Funds before Closing (for example 401K Disbursements): *(identify source of non-liquid Funds)* \_\_\_\_\_; or

(iii) ☐ This transaction is contingent upon Buyer obtaining Liquid Funds in accordance with the following contingency: *(describe)* \_\_\_\_\_

For additional contingency details, see Addendum \_\_\_\_\_.

**4. SELLER CONTRIBUTIONS:** Seller will pay the following amount(s) at Closing: *(select all that apply)*

(a) ☒ **Buyer's Agent's Compensation.** Compensation to Buyer's Agent's Firm in the amount of *(select and complete one)*

☐ \$ \_\_\_\_\_ or ☒ 2.5 % of the Purchase Price. Except as expressly provided in this Agreement or other written agreements, payment of compensation does not modify any obligation to pay compensation to a real estate agent, or modify or create any agency relationships between any parties. Buyer's Agent's Firm is intended to be a third-party beneficiary of this section.

(b) ☐ **Closing Costs.** *(select and complete one)* ☐ \$ \_\_\_\_\_ or ☐ \_\_\_\_\_ % of the Purchase Price for Buyer's appraisal and inspection fees, recording fees, loan origination fees, mortgage interest, interest rate buydown, and discount points, title and escrow costs, HOA fees, and assessments, homeowner and mortgage insurance, down payment assistance programs, Buyer's portion of property taxes, transfer taxes and other closing costs, and prepaid expenses.

(c) ☐ **Other.** *(describe)* \_\_\_\_\_

After the Effective Date the parties will document any changes to the terms of this section using OREF 048 – Seller Contributions Addendum.

Buyer and Seller are advised to review OREF 047 – Advisory Regarding Real Estate Compensation for information about how real estate compensation works and the choices available when hiring a real estate agent.

*If the transaction is an all-cash transaction, select and complete section 5. If the transaction is financed, select and complete sections 6 – 6.3. If this is a Seller-Carried Transaction, select and complete section 7.*

**5. ☒ ALL-CASH:** This is an all-cash transaction. Buyer will provide verification ("Verification") of readily available funds as follows: *(select one)*

(a) ☐ Buyer has attached the Verification to this Agreement;

(b) ☒ Buyer will provide Seller with the Verification within 3 Business Days (three [3] if not filled in) after the Effective Date; or

(c) ☐ Other: *(describe)* \_\_\_\_\_

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

Buyer Initials VC / \_\_\_\_\_ Date 7/15/2025

Seller Initials KC / \_\_\_\_\_ Date 07/14/2025

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119 If Seller fails to provide Buyer with written unconditional disapproval of the Verification by 5:00 p.m. on the last day of the Disapproval Period, Seller  
120 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  
121 otherwise in writing, all Deposits will be promptly refunded, and this transaction will be terminated.

122 6. ☐ **FINANCED:** The balance of the Purchase Price will be financed through one of the following loan programs: (*select only one*)

123 (a) ☐ Conventional;

124 (b) ☐ FHA;

125 (c) ☐ Federal VA. Seller (*select one*) ☐ will ☐ will not agree to pay Buyer's non-allowable VA fees.

126 If FHA or Federal VA is selected, Buyer has attached OREF 097 – VA/FHA Amendatory Clause and Real Estate Certification to this Agreement;

127 (d) ☐ Other: (*describe*) \_\_\_\_\_.

128 Buyer will seek financing through a lending institution or mortgage broker (collectively, "Lender") participating in the loan program selected above.

129 Pre-Approval Letter. (*select one*)

130 (i) ☐ Buyer has attached a pre-approval letter from Buyer's Lender (a "Pre-approval Letter") to this Agreement;

131 (ii) ☐ Buyer will provide Seller with the Pre-approval Letter within \_\_\_\_\_ Business Days (three [3] if not filled in) after the Effective Date;

132 (iii) ☐ Other: (*describe*) \_\_\_\_\_.

133 Seller is aware they are accepting an offer contingent upon financing and appraisal. If Buyer's Lender requires an appraisal reinspection due to  
134 Seller's breach of this Agreement, Seller will promptly reimburse Buyer for any appraisal reinspection fee Buyer incurs.

135 **6.1. Financing Contingencies:** If Buyer is financing any portion of the Purchase Price (the "Loan"), then this transaction is subject to the following  
136 contingencies (the "Financing Contingencies"):

137 (a) Buyer and the Property will qualify for the Loan from Lender;

138 (b) Lender's appraisal will not be less than the Purchase Price;

139 (c) Buyer obtains the Loan from Lender, unless failure to obtain the Loan is due to the fault of Buyer; and

140 (d) Other: (*describe*) \_\_\_\_\_.

141 \_\_\_\_\_.

142 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  
143 time.

144 **6.2. Failure of Financing Contingencies.** If Buyer receives actual notification from Lender that any Financing Contingencies have failed or  
145 otherwise cannot occur, Buyer will promptly Notify Seller, and the Parties will have \_\_\_\_\_ Business Days (two [2] if not filled in) following the date  
146 of Buyer's Notice to Seller to either:

147 (a) terminate this transaction by signing an OREF 057 – Termination Agreement and terminate escrow by signing a similar agreement if  
148 required by Escrow; or

149 (b) reach a written agreement on price and terms that will permit this transaction to continue.

150 Seller and Buyer are not required under the preceding provision (b) to reach an agreement. If (a) or (b) fail to occur within the time period identified  
151 in this section, this transaction will be automatically terminated, and all Deposits will be promptly refunded to Buyer. Buyer understands that on  
152 termination of this transaction, Seller will have the right to place the Property back on the market for sale at any price and terms as Seller determines,  
153 at Seller's sole discretion.

154 **6.3. Buyer's Obligations Regarding Financing.** Buyer represents to and agrees with Seller as follows:

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

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(b) If Buyer is satisfied with the Loan Estimate offered by Buyer's Lender, Buyer will notify Lender within 3 Business Days (three [3] 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 Seller of the date of Buyer's signed notice of intent to proceed with the Loan.

(c) After Buyer notifies Lender of Buyer's intent to proceed with the Loan, Buyer will complete all paperwork requested by the Lender, including payment of all application, appraisal, and processing fees, to obtain the Loan.

(d) Buyer will not replace the Lender or loan program selected in Section 6 (Financed) without Seller's written consent, which may be withheld at Seller's sole discretion.

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

(f) Buyer will authorize the Lender to order the appraisal of the Property before expiration of the Inspection Period as defined in this Agreement, or OREF 058 – Professional Inspection Addendum.

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

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

(a) ☐ use the OREF 033 – Seller-Carried Transaction Addendum and related forms; or

(b) ☐ secure a mortgage loan originator ("MLO") or legal counsel to negotiate and draft the necessary documents.

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

**8. ADDITIONAL FINANCING PROVISIONS:** For buyer's agent compensation or closing costs use Section 4 (Seller Contributions). (*describe*) See attached addendum A

For additional financing provisions, see Addendum A.

### INSURANCE

**9. PROPERTY AND CASUALTY INSURANCE:** Buyer is encouraged to promptly verify the availability and cost of property and casualty insurance that will be obtained for the Property. Additionally, Buyer's Lender, if any, may require proof of that insurance as a condition of a new loan.

**10. FLOOD INSURANCE:** If the Property is located in a high-risk flood zone, flood insurance may be required as a condition of a new loan. Buyer is encouraged to promptly verify the need for, availability of, and cost of flood insurance. An Elevation Certificate ("EC") is a document used by the National Flood Insurance Program to determine the difference in elevation between a structure and the elevation to which floodwater is anticipated to rise during certain floods. Although an EC is not required to obtain flood insurance, a favorable EC may help lower the insurance premium. For more information, go to [www.fema.gov](http://www.fema.gov).

### CONTINGENCIES

**11. TITLE INSURANCE:** Within one (1) Business Day after the Effective Date, Seller will order from Escrow a preliminary title report and copies of or links to all documents of record (the "Report and Documents") for the Property. The Parties instruct Escrow to Deliver the Reports and Documents to Buyer as soon as the Reports and Documents are available. If the Report and Documents are not fully understood, Buyer should contact Escrow for further information or seek competent legal advice. Buyer's and Seller's Agents are not qualified to advise on title issues.

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Following Delivery of the Report and Documents, and following Delivery of each supplement to the Reports and Documents that contains material information previously unknown to Buyer, Buyer will have 5 Business Days (five [5] if not filled in) within which to Notify Seller and Escrow, in writing, of any unacceptable matters disclosed in the Report and Documents (the "Objections"). Buyer's failure to timely object in writing will be deemed acceptance of the Report and Documents. However, Buyer's failure to timely object will not relieve Seller of the duty to convey marketable title to the Property as described in Section 34 (Deed). If within 5 Business Days (five [5] if not filled in) following Seller's receipt of the Objections, Seller fails to remove or correct any of the Objections, or fails to give written assurances reasonably satisfactory to Buyer of removal or correction before Closing, all Deposits will be promptly refunded to Buyer and this transaction will be terminated unless Buyer waives this contingency in writing. Within thirty (30) Calendar Days after Closing, Escrow will furnish to Buyer at Seller's sole expense an owner's standard form policy of title insurance insuring that Buyer has marketable title to the Property in the amount of the Purchase Price, free and clear of the Objections, if any, and all other title exceptions agreed to be removed as part of this transaction.

**12. PROPERTY INSPECTIONS:** Buyer understands it is advisable to have complete inspections of the entire Property performed by qualified licensed professionals relating to such matters as structural condition, soil condition/compaction/stability, survey, zoning, operating systems, suitability for Buyer's intended purpose, and environmental issues. The following list identifies some, but not all, environmental issues that may affect health: asbestos, carbon monoxide, high-frequency electric and magnetic fields, formaldehyde, lead and other contaminants in drinking water and well water, lead-based paint, mold and mildew, radon, and leaking underground storage tanks. If Buyer has any concerns about these conditions or others, Buyer is encouraged to secure the services of licensed professional inspectors, consultants, and health experts for information and guidance. Real estate agents may provide names and contact information of inspectors, consultants, and experts, however, Buyer should thoroughly vet their qualifications, licensing, and insurance before retaining them. Buyer's and Seller's Agents are not qualified to conduct such inspections and will not be responsible to do so. For further information, Buyer is encouraged to review the website of the Oregon Public Health Division at [www.public.health.oregon.gov](http://www.public.health.oregon.gov).

(select only one)

(a) ☒ **Licensed Professional Inspections.** At Buyer's expense, Buyer may have the Property inspected by one or more licensed professionals of Buyer's choice. Inspections that include testing or removal of any portion of the Property (for example, radon and mold) may not be performed except for the following: (identify invasive inspections) Any non-invasive and non-destructive physical and environmental inspections necessary with advance written notice to seller.

Buyer will restore the Property following any inspections or tests performed by Buyer. Buyer will have 30 Business Days (ten [10] if not filled in) after the Effective Date (the "Inspection Period"), in which to complete all inspections and negotiations with Seller regarding any matters disclosed in any inspection report. Buyer will not provide all or any portion of the inspection reports to Seller unless Seller delivers Notice to Buyer requesting reports; but if Seller requests in writing all or a portion of a report during this transaction or within thirty (30) Calendar Days following termination, Buyer will promptly comply.

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

(b) ☐ **Alternative Inspection Procedures.** Buyer has attached OREF 058 – Professional Inspection Addendum to this Agreement.

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

Buyer will restore the Property following any inspections or tests performed by Buyer. Buyer will have \_\_\_\_\_ Business Days (ten [10] if not filled in) after the Effective Date in which to complete all inspections.

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243 (d) ☐ **Buyer's Waiver of Inspections and Inspection Contingency.** Buyer represents to Seller, Agents, and Firms that Buyer is fully satisfied  
 244 with the condition of the Property and its elements and systems, and knowingly and voluntarily elects to waive the inspection contingency and  
 245 the right to have any inspections. Buyer's waivers are solely Buyer's decision and at Buyer's own risk.

246 (e) ☐ **Other Inspection Addendum.** (specify) \_\_\_\_\_

247 The selection above does not apply to OREF 081 – Septic/Onsite Sewage System or OREF 082 – Private Well Addendum if attached.

248 **13. PRIVATE WELL:** Does the Property include a well that supplies ground water for human consumption? (select one) ..... ☒ Yes ☐ No  
 249 If Yes, Buyer has attached OREF 082 – Private Well Addendum to this Agreement.

250 **14. SEPTIC/ONSITE SEWAGE SYSTEM:** Does the Property include a septic/onsite sewage system? (select one) ..... ☒ Yes ☐ No  
 251 If Yes, Buyer has attached OREF 081 – Septic/Onsite Sewage System Addendum to this Agreement.

252 **15. LEAD-BASED PAINT CONTINGENCY PERIOD:** If the Property was constructed before 1978, then on or promptly after the Effective Date (the  
 253 "Date of Delivery"), Seller will Deliver to Buyer OREF 021 – Lead-Based Paint Disclosure Addendum (the "LBP Disclosure Addendum"), together with  
 254 the EPA Pamphlet entitled "*Protect Your Family From Lead in Your Home*" and all information, records, and reports available to Seller pertaining to  
 255 lead-based paint and/or lead-based paint hazards on the Property. Unless waived by Buyer in writing in the LBP Disclosure Addendum, Buyer will  
 256 have 10 Calendar Days (ten [10] if not filled in) commencing on the day following the Date of Delivery (the "LBP Contingency Period"), within which  
 257 to conduct a lead-based paint assessment or inspection of the Property. Buyer may terminate this Agreement:

258 (a) by giving Seller written Notice of termination during the LBP Contingency Period; or

259 (b) any time before Seller delivers to Buyer or Buyer's Agent both (i) EPA pamphlet "*Protect Your Family From Lead in Your Home*," and (ii)  
 260 any information, records, or reports available to Seller regarding lead-based paint and/or lead-based paint hazards on the Property.

261 However, Buyer has no right to terminate under this provision if Buyer closes this transaction, or if Buyer waives the right to conduct a risk assessment  
 262 or inspection in the "Buyer's Acknowledgment" section of the LBP Disclosure Addendum. Upon termination, all Deposits will be promptly refunded to  
 263 Buyer. If requested by Seller, Buyer will Deliver to Seller a copy of Buyer's written reports or evaluations, if any, with Notice of termination. Buyer's  
 264 failure to Deliver to Seller the Notice of termination during the LBP Contingency Period will constitute acceptance of the condition of the Property as  
 265 it relates to the presence of lead-based paint or lead-based paint hazards, and the LBP Contingency Period will automatically expire.

266 **16. SELLER'S PROPERTY DISCLOSURE STATEMENT:** Oregon law requires Seller to sign and Deliver a complete seller's property disclosure  
 267 statement in the form described in ORS 105.464 (the "SPDS") to Buyer. Buyer has a right to revoke Buyer's offer (the "Revocation Right") unless this  
 268 transaction is exempt, or Buyer has waived the Revocation Right, or this transaction has closed. Buyer may exercise the Revocation Right only by  
 269 delivering a signed written statement of revocation to Seller disapproving the SPDS. The revocation statement may be delivered before Seller delivers  
 270 the SPDS to Buyer, or within five (5) Business Days after Seller delivers the SPDS to Buyer (the "Revocation Period"). If Seller Delivers the SPDS to  
 271 Buyer before the Effective Date, the Revocation Period will begin on the Effective Date instead of beginning on any other date determined by any  
 272 law, statute or rule.

### CONDITION AND COMPONENTS OF THE PROPERTY

273 **17. HOMEBUYER PROTECTION ACT:** Construction liens can be filed by contractors and building material suppliers for new construction, additions,  
 274 and remodeling projects. Construction liens filed after Closing could expose buyers to liability for costs that sellers should pay before Closing. Oregon's  
 275 Homebuyer Protection Act requires sellers to protect buyers against these liens. If the Property is a single-family residence, condominium unit, or 2-  
 276 4 dwelling building, and more than fifty thousand dollars (\$50,000) in improvements are completed at the Property during the ninety (90) calendar  
 277 days before Closing, Seller will, at or before Closing, complete and deliver to Buyer the "Notice of Compliance with the Homebuyer Protection Act"  
 278 provided by the Oregon Construction Contractors Board.

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

281 (a) The primary dwelling is connected to: (select all that apply)  
 282 (i) ☐ a public sewer system,  
 283 (ii) ☒ an on-site sewage system.  
 284 (iii) ☐ a public water system,

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- 285 (iv) ☒ a private well, and/or  
 286 (v) ☐ other (for example, surface springs, cistern, etc.) \_\_\_\_\_.
- 287 (b) Seller has no knowledge of any hazardous substances in or about the Property other than substances, if any, contained in appliances and  
 288 equipment. Buyer acknowledges asbestos commonly exists in insulation, ceilings, floor coverings, and other areas in residential housing and  
 289 may exist in the Property.
- 290 (c) Seller knows of no material defects in or about the Property.
- 291 (d) Seller has no notice of any liens or assessments to be levied against the Property.
- 292 (e) Seller has no notice from any governmental agency of any violation of law relating to the Property.
- 293 (f) Seller knows of no material discrepancies between visible lines of possession and use (such as existing fences, hedges, landscaping,  
 294 structures, driveways, and other such improvements) currently existing on the Property and the legal description of the Property.
- 295 (g) The Property is fully insured by Seller.
- 296 Seller will promptly Notify Buyer if, before Closing, Seller receives actual notice of any event or condition that could result in making any of the above  
 297 representations or previously disclosed material information relating to the Property substantially misleading or incorrect.
- 298 These representations are made to the best of Seller's knowledge. Seller may have made no investigations. Exceptions to items (a) through (g) are:  
 299 (describe) \_\_\_\_\_. For more exceptions see Addendum \_\_\_\_\_.
- 300 Buyer acknowledges the above representations are not warranties regarding the condition of the Property and are not a substitute for, nor in lieu of,  
 301 Buyer thoroughly and completely investigating, using professionals, where appropriate, all material matters related to the condition and value of the  
 302 Property and its suitability for Buyer's intended use. Buyer's and Seller's Agents will not be responsible for conducting any inspection or investigation  
 303 of any aspect of the Property. Buyer acknowledges that Seller or any Agent do not warrant the square footage of any structure or land being purchased.  
 304 If square footage or land size is a material consideration, all structures and land should be measured by Buyer before signing, or should be made an  
 305 express contingency in this Agreement.
- 306 **19. SELLER'S MAINTENANCE AND INSURANCE OBLIGATIONS:** Seller will maintain all electrical wiring, heating, cooling, plumbing, irrigation  
 307 equipment and systems, and the balance of the Property, including the yard, in substantially their present condition until the time Buyer is entitled to  
 308 possession. Seller will keep the Property fully insured through Closing.
- 309 **20. "AS-IS":** Except for Seller's agreements and representations in this Agreement or in the SPDS, if any, Buyer is purchasing the Property "AS-IS,"  
 310 in its present condition and with all defects, apparent or not apparent. This provision will not be construed to limit Buyer's right to implied new home  
 311 warranties, if any, that may otherwise exist under Oregon law.
- 312 **21. APPROVED USES:** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT  
 313 PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES,  
 314 MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST  
 315 PRACTICES, AS DEFINED IN [ORS 30.930](#), IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON  
 316 TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER [ORS 195.300](#), [195.301](#) AND  
 317 [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
 318 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE  
 319 PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING  
 320 DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED  
 321 IN [ORS 92.010](#) OR [215.010](#), TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION  
 322 FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER [ORS 195.300](#), [195.301](#)  
 323 AND [195.305 TO 195.336](#) AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON  
 324 LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.
- 325 **22. SMART HOME FEATURES:** Seller will identify all Smart Home Features in writing within \_\_\_\_ Business Days (three [3] if not filled in) after the  
 326 Effective Date. In addition, Seller will provide all necessary information for Buyer to access the Smart Home Features at Closing.

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## RESIDENTIAL REAL ESTATE SALE AGREEMENT

- 327 **23. HOMEOWNERS ASSOCIATION/TOWNHOME/PLANNED COMMUNITY:** Is the Property a townhome, in a planned community, or is it in an area  
 328 subject to a Homeowner's Association? (select one) ..... ☐ Yes ☒ No ☐ Unknown  
 329 If Yes, Buyer has attached OREF 024 – Owners Association Addendum to this Agreement. In this Agreement, "townhome" means a connected home  
 330 where the owner also owns the ground beneath the home, and "planned community" means a residential subdivision, not a condominium or timeshare,  
 331 in which owners are collectively responsible for part of the subdivision.
- 332 **24. ALARM SYSTEM:** (select one) ..... ☒ None ☐ Owned ☐ Leased ☐ Unknown  
 333 If Leased, Buyer (select one) ☐ will ☐ will not assume the lease at Closing.
- 334 **25. SMOKE/CARBON MONOXIDE DETECTORS:** Within 10 Business Days (ten [10] if not filled in) after the Effective Date, all smoke alarms,  
 335 smoke detectors, and carbon monoxide detectors required by law will be installed in the Property and will be in working order. Refer to ORS 479.260  
 336 for smoke alarms and smoke detectors and ORS 476.725 for carbon monoxide alarms, or see http://www.oregon.gov/osfm.
- 337 **26. WOOD STOVE OR WOOD BURNING FIREPLACE INSERT:** Does the Property contain a solid fuel burning device, such as a wood stove or  
 338 wood burning fireplace insert? (select one) ..... ☒ Yes ☐ No  
 339 If Yes, Seller will promptly provide Buyer with OREF 046 – Wood Stove and Wood Burning Fireplace Insert Addendum.
- 340 **27. SOLAR PANEL SYSTEM:** Does the Property contain solar panels? (select one) ..... ☒ Yes ☐ No  
 341 If Yes, Seller will promptly provide Buyer with OREF 105 – Solar Panel System Addendum.
- 342 **28. HOME WARRANTIES:** Home warranty plans may be available to help cover homeowner costs to repair/replace certain home systems and  
 343 appliances. (See specific plan for details.) Will a plan be purchased for Buyer as a part of this transaction? (select one) ..... ☐ Yes ☐ No  
 344 If Yes, identify plan and cost: \_\_\_\_\_ \$ \_\_\_\_\_  
 345 The warranty will be ordered and paid for by (select one) ☐ Buyer ☐ Seller.
- 346 **29. ADDITIONAL PROVISIONS:** (describe) \_\_\_\_\_  
 347 \_\_\_\_\_  
 348 \_\_\_\_\_ . For additional provisions, see Addendum \_\_\_\_\_.

### ESCROW AND CLOSING

- 349 **30. ESCROW:** This transaction will be Closed at (identify) Ticor Title - Mary Jane Hendrix ("Escrow"),  
 350 a neutral escrow company licensed and located in the State of Oregon. Costs of Escrow will be shared equally between Buyer and Seller unless  
 351 specifically prohibited by the U.S. Department of Veterans Affairs (Federal VA). Any transfer tax will be shared equally between Buyer and Seller.  
 352 Seller authorizes Seller's Agent to order an owner's title policy at Seller's expense and further authorizes Escrow to pay out of the cash proceeds of  
 353 sale the expense of furnishing such policy, Seller's recording fees, Seller's closing costs, and any liens and encumbrances on the Property payable  
 354 by Seller on or before Closing. Buyer will deposit with Escrow sufficient funds necessary to pay Buyer's recording fees, Buyer's closing costs, and  
 355 Lender's fees if any. Real estate fees or compensation for professional real estate services provided by Buyer's or Seller's Agents' Firms will be paid  
 356 at Closing in accordance with the listing agreement, buyer representation agreement, or other written agreement for compensation.
- 357 **31. EARNEST MONEY DEPOSIT(S):** Once the Deposits are placed with Escrow, Seller's and Buyer's Agents and Firms will have no further  
 358 responsibility to Buyer or Seller regarding the Deposits.
- 359 **31.1. Deposit.** The Deposit will be payable and deposited within 5 Business Days (three [3] if not filled in) after the Effective Date (the "Deposit  
 360 Deadline") as follows: (select one)
- 361 (a) ☒ directly with Escrow;  
 362 (b) ☐ directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;  
 363 (c) ☐ directly into Buyer's Agent's Firm's client trust account, followed by deposit with Escrow/Title Company before Closing; and/or  
 364 (d) ☐ as follows: (describe) \_\_\_\_\_.
- 365 **31.2. Additional Deposit.** If an Additional Deposit is to be paid, it will be deposited by ☐ (insert date) \_\_\_\_\_ or ☐ other  
 366 (describe) \_\_\_\_\_ (the "Additional Deposit Deadline")  
 367 as follows: (select one)

Buyer Initials VC / \_\_\_\_\_ Date 7/15/2025Seller Initials KC / \_\_\_\_\_ Date 07/14/2025

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- (a) ☐ directly with Escrow;
- (b) ☐ directly into Buyer's Agent's Firm's client trust account and remain there until disbursement at Closing;
- (c) ☐ directly into Buyer's Agent's Firm's client trust account, followed by deposit with Escrow/Title Company before Closing; and/or
- (d) ☐ as follows: *(describe)* \_\_\_\_\_.

**31.3. Breach of Earnest Money.** Buyer's failure to place the Deposit and/or Additional Deposit, as described above, by no later than 5:00 p.m. on the last day of the Deposit Deadline and/or Additional Deposit Deadline, will be considered a breach of Section 32.2 (Earnest Money Payment to Seller).

Buyer's withdrawal or attempted withdrawal of one or both Deposits, except as authorized by Seller or in accordance with this Agreement, will be considered a breach of this Agreement, will result in a forfeit of the Deposit, and, at the option of the Seller, termination of this Agreement.

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

**32.1. Earnest Money Refund to Buyer.** All Deposits will be promptly refunded to Buyer if: (a) Seller signs and accepts this Agreement but fails to furnish marketable title; or (b) Seller fails to complete this transaction in compliance with the material terms of this Agreement; or (c) any condition which Buyer has made an express contingency in this Agreement, and has not been otherwise waived, fails through no fault of Buyer. However, Buyer's acceptance of the refund will not constitute a waiver of other legal remedies available to Buyer.

**32.2. Earnest Money Payment to Seller.** If Seller signs and accepts this Agreement and title is marketable, Seller, at Seller's option, may terminate this Agreement, and all Deposits paid or agreed to be paid will be paid to Seller as liquidated damages, if: (a) Buyer has materially misrepresented Buyer's financial status; or (b) Buyer's financial institution does not pay, when presented, any check given as a Deposit or fails to timely make a wire transfer of a Deposit; or (c) Buyer fails to complete this transaction in accordance with the material terms of this Agreement. The Parties expressly agree Seller's economic and non-economic damages arising from Buyer's failure to close this transaction in accordance with the terms of this Agreement would be difficult or impossible to ascertain with any certainty, that the Deposits are a fair, reasonable, and appropriate estimate of those damages, and represent a binding liquidated sum, not a penalty.

The Seller's sole remedy for Buyer's failure to close this transaction in accordance with the material terms of this Agreement is limited to the Deposits. Seller's right to recover from Buyer any Deposit will be resolved as described in the Dispute Resolution Sections.

**33. CLOSING:** Closing will occur on a date mutually agreed on between Buyer and Seller on or before *(insert date)* 08/25/2025 (the "Closing Deadline"). Buyer and Seller acknowledge for Closing to occur by the Closing Deadline, it may be necessary to execute documents and deposit funds in Escrow before that date.

If Escrow is to prepare documents required under Section 7 (Seller-Carried Financing), Seller must notify Escrow three (3) Business Days before the Closing Deadline.

Pursuant to the TILA-RESPA Integrated Disclosure ("TRID") rule, Buyer and Seller will each receive a "Closing Disclosure" from Buyer's Lender. TRID typically requires the Closing Disclosure to be received by a buyer at least three (3) Business Days before the date the buyer signs loan documents. A change to the Closing Disclosure late in the transaction could result in a delay in Closing to comply with the three-business day rule. A delay beyond the Closing Deadline could result in termination of the transaction unless Seller and Buyer mutually agree to extend it.

**34. DEED:** Seller will convey marketable title to the Property by statutory warranty deed (or good and sufficient personal representative's or trustee's 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 ordinances, building and use restrictions, reservations in federal patents, easements, covenants, conditions and restrictions, and those matters accepted by Buyer pursuant to Section 11 (Title Insurance). Buyer is advised to secure legal advice regarding different forms of ownership and rights of survivorship. Agents are not qualified to provide advice on these issues. Once the desired form of ownership is determined, Buyer will promptly notify Escrow.

**35. POSSESSION:** Are one or more tenants currently in possession of the Property? *(select one)* ..... ☐ Yes ☒ No

Buyer Initials VC / \_\_\_\_\_ Date 7/15/2025

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## RESIDENTIAL REAL ESTATE SALE AGREEMENT

410 If Yes: (*select one*)

411 (a) ☐ Seller will remove all tenants before Closing, pay any legally-required tenant relocation costs, and deliver possession to Buyer by 5:00  
412 p.m. on the date of Closing; or

413 (b) ☐ Buyer will accept all tenants at Closing, all rents will be prorated as of Closing, and all deposits held on behalf of tenants by Seller will  
414 be transferred to Buyer through Escrow at Closing. Buyer and Seller are encouraged to attach OREF 070 – Investment Property Addendum  
415 to address additional items related to Buyer accepting tenants at Closing.

416 If No, possession of the Property will be delivered by Seller to Buyer: (*select one*)

417 (a) ☒ by 5:00 p.m. on the date of Closing;

418 (b) ☐ by (*insert time*) \_\_\_\_\_ ☐ a.m. ☐ p.m. \_\_\_\_ Calendar Days after Closing. Buyer will attach OREF 054 – Agreement to Occupy  
419 After Closing to this Agreement; or

420 (c) ☐ by (*insert time*) \_\_\_\_\_ ☐ a.m. ☐ p.m. on (*insert date*) \_\_\_\_\_. If Parties agree that Seller will deliver  
421 possession to Buyer before or after Closing, Buyer will attach OREF 053 – Agreement to Occupy Before Closing or OREF 054 – Agreement  
422 to Occupy After Closing to this Agreement .

423 **36. PROPERTY CONDITION AT POSSESSION:** Before Buyer possession, Seller will remove all of Seller's personal property, including trash, except  
424 for the items described in Section 2.2 (Personal Property). In addition, Seller will (*specify additional property conditions*)

425 \_\_\_\_\_  
426 \_\_\_\_\_  
427 \_\_\_\_\_. For additional property conditions at possession, see Addendum \_\_\_\_\_.

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

430 **38. 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  
431 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.  
432 Seller will not terminate or disconnect electric, gas, heating fuel/propane, or water utilities before the date Buyer is entitled to possession unless the  
433 Parties agree otherwise in writing.

### TAXES

434 **39. INCOME TAX WITHHOLDING:**

435 **39.1. Oregon Withholding.** Subject to certain exceptions, Escrow is required to withhold a portion of Seller's proceeds if Seller is a non-resident  
436 individual or corporation as defined under Oregon law. Buyer and Seller will cooperate with Escrow by executing and delivering any instrument,  
437 affidavit, or statement as requested, and to perform any acts reasonable or necessary to carry out the provisions of Oregon law.

438 **39.2. Federal Withholding (FIRPTA).** If Seller is a foreign person under the Foreign Investment in Real Property Tax Act ("FIRPTA"), then even  
439 if there is an exemption to FIRPTA applicability, Buyer and Seller will ask Escrow to assist the Parties with FIRPTA compliance, see OREF 092 –  
440 Advisory Regarding FIRPTA Tax. Seller's failure to comply with FIRPTA is a material default under this Agreement.

441 If Seller is not a foreign person, then Seller will Deliver to Escrow a certificate that complies with 26 CFR §1.1445-2 (the "Certificate") before  
442 Closing. If Seller fails to do so, Seller will be presumed to be a foreign person, and the terms of the previous paragraph will apply. Escrow is  
443 instructed to act as a Qualified Substitute and provide Buyer with a statement that complies with 26 U.S.C. § 1445(b)(9) at Closing.

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

448 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  
449 the Withholding Requirement. If FIRPTA may apply in this transaction, Seller and Buyer should promptly consult their own experts familiar with  
450 FIRPTA related law and regulations. For further information, see [www.irs.gov](http://www.irs.gov).

Buyer Initials VC / \_\_\_\_\_ Date 7/15/2025

Seller Initials KC / \_\_\_\_\_ Date 07/14/2025

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**40. 1031 EXCHANGE:** If Buyer or Seller elects to complete an exchange under Section 1031 of the Internal Revenue Code in this transaction, the other Party will cooperate with them and the accommodator, if any, as necessary to complete the exchange, so long as it will not delay the close of escrow or cause additional expense or liability to the cooperating Party. Unless otherwise provided in this Agreement, this provision will not become a contingency to the Closing of this transaction.

**41. LEVY OF ADDITIONAL PROPERTY TAXES:** The Property (*select one*) ☐ is ☒ is not specially assessed for property taxes (for example, farm, forest, or other) in a manner that may result in the levy of additional taxes in the future. If it is specially assessed, Seller represents the Property is current as 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 Property either is disqualified from special use assessment or loses its deferred tax status, then unless otherwise specifically indicated in 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 Property, and will defend Seller against any liabilities or claims arising out of those taxes or assessments.

However, if as a result of Seller's actions before Closing, the Property either is disqualified from its entitlement to special use assessment or loses its deferred tax status, and if Seller did not disclose the upcoming disqualification or loss of status to Buyer in writing prior to Closing, Buyer may, at Buyer's sole option, promptly either: (a) terminate this transaction and receive a refund of all Deposits paid by Buyer in anticipation of Closing; or (b) close this transaction, in which event Seller will pay into escrow all deferred and/or additional taxes and interest levied or recaptured against the Property and will defend Buyer against any liabilities or claims arising out of those taxes or assessments. Nothing in this paragraph will be construed to limit Buyer's or Seller's available remedies or damages arising from a breach of this section.

**42. HISTORIC PROPERTY DESIGNATION:** If the Property is or may be subject to a historic property local ordinance or is subject to or may qualify for the Historic Property Special Property Tax Assessment under [ORS 358.475 to 358.565](#), Seller will promptly provide OREF 045A – Historic Property Addendum.

### DISPUTE RESOLUTION

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

**44. EXCLUSIONS:** The following will not constitute Claims:

- (a) any proceeding to enforce or interpret a mortgage, trust deed, land sale contract or recorded construction lien;
- (b) a forcible entry and detainer action, also known as an eviction;
- (c) if the matter is exclusively between REALTORS® and is otherwise required to be resolved under the Code of Ethics & Professional Standards Policies of the National Association of REALTORS®;
- (d) if the matter relates to real estate compensation or fee with an Agent or Firm, and the written listing, service, or fee agreement with Buyer or Seller contains a mandatory mediation and/or arbitration provision; and
- (e) filing in court for the issuance of provisional process described under the Oregon Rules of Civil Procedure; however, such filing will not constitute a waiver of the duty to utilize the dispute resolution procedures described in this Agreement.

**45. SMALL CLAIMS BETWEEN BUYER AND SELLER:** If the Circuit Court in the county in which the Property is located has a small claims department, all Claims between Buyer and Seller within the jurisdiction of that small claims department will be brought and decided there, in lieu of mediation, arbitration, or litigation in any other forum. If that Circuit Court does not have a small claims department, those Claims will be brought and decided in the small claims department of the applicable Justice Court. Buyer and Seller waive any rights they may have under [ORS 46.455\(3\)](#) or [ORS 55.065\(2\)\(c\)](#) to remove the matter from a small claims department by requesting a jury trial. A judgment in a small claims department is final and binding for all purposes, and despite the provisions of [ORS 51](#), there is no right to appeal a small claims department judgment.

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**46. MEDIATION AND ARBITRATION BETWEEN BUYER AND SELLER:** All Claims will first be submitted to mediation through the program administered by ASP. All Claims that have not been resolved by mediation as described in this Agreement will be submitted to final and binding arbitration in accordance with the then-existing rules of ASP. The prevailing Party in any arbitration between Buyer and Seller will be entitled to recovery of all reasonable attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees; but only if it is first established to the satisfaction of the arbitrator(s) (or judge, if applicable) that the prevailing Party offered or agreed in writing to participate in mediation before, or promptly upon, the filing for arbitration.

**47. MEDIATION AND ARBITRATION INVOLVING AGENTS/FIRMS:** All Claims that include Agents or their Firms, including those within the jurisdiction of a small claims department, will be resolved in accordance with the mediation and arbitration process described in Section 46. If applicable, the prevailing party will be entitled to an award of attorney fees, filing fees, costs, disbursements, and mediator and arbitrator fees, as described in that section.

### DEFINITIONS/MISCELLANEOUS

**48. DEFINITIONS:** In addition to the other definitions in this Agreement, when the first letter of these terms is capitalized, they mean the following.

- (a) **Agent** means Buyer's or Seller's real estate agents licensed to perform professional real estate activity in the State of Oregon.
- (b) **Agreement** or **Sale Agreement** means this Residential Real Estate Sale Agreement and any written offer, counteroffer, or addendum in any form or language that adds to, amends or otherwise modifies this Agreement that has been Signed and Delivered.
- (c) **Business Day** means Monday through Friday, except days that are recognized as official holidays by Oregon under [ORS 187.010](#) or the United States under 5. U.S.C. § 6103.
- (d) **Calendar Day** means any day on the calendar including weekends and holidays.
- (e) **Closing, Closed, and Closing Date** mean when the deed or contract is recorded and funds are available to Seller.
- (f) **Deliver, Delivery, and Delivered** means transmission of a document, either by placing it in a U.S. mailbox, taking it to the recipient's address, or placing it in the custody of a delivery service ("Manual Delivery"), or by pushing "send" or "start" on a device that sends facsimiles or in an electronic mail program ("Electronic Delivery").
- (g) **Deposits** means the Deposit and any Additional Deposit described in Section 1 (Parties/Property Description/Price) of this Agreement.
- (h) **Effective Date** means the date Seller and Buyer have (i) signed and accepted the Sale Agreement, and (ii) Delivered it to the other Party.
- (i) **Firm** means the real estate company with which an Agent is affiliated.
- (j) **Notice** means a written statement Delivered to the other Party.
- (k) **Notify or Notifies** means delivering a Notice to the other Party or their Agent.
- (l) **Parties** means Buyer and Seller, and "**Party**" means Buyer or Seller.
- (m) **Signed and Delivered** means Seller and Buyer have (i) signed a document and (ii) Delivered it to the other Party or their Agent. When a document is "Signed and Delivered," it becomes legally binding on Buyer and Seller, and neither has the ability to withdraw it.
- (n) **Smart Home Features** means appliances, lighting, or electronic devices that can be controlled remotely by the owner, often via a mobile app. Smart Home Features may also operate in conjunction with other devices in the home and communicate information to other smart devices.

**49. MISCELLANEOUS:** The following provisions govern the manner in which the terms of this Agreement will be construed.

- (a) **Binding Effect.** This Agreement is binding on the heirs, successors, and assigns of Buyer and Seller. However, Buyer's rights and responsibilities under this Agreement or in the Property are not assignable without the prior written consent of Seller.
- (b) **Counterparts.** This Agreement may be signed in multiple legible counterparts with the same legal effect as if all Parties signed the same document.

Buyer Initials vc / \_\_\_\_\_ Date 7/15/2025

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(c) **Electronic Transmission.** The sending of a signed acceptance of this Agreement via Electronic Delivery from one Party (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 to use any other method for transmitting a signed offer or acceptance of the Agreement (such as regular mail, certified mail, or overnight Delivery), they should so specify at Section 29 (Additional Provisions) of this Agreement.

(d) **Nonparties.** Agent(s) and Firm(s) identified in the Final Agency Acknowledgment Section are not parties to this Agreement but are subject to Section 47 (Mediation and Arbitration Involving Agents/Firms).

(e) **Notices.** All written notices or documents required or permitted under this 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 or Seller. When escrow for this transaction is opened, Buyer, Seller, and their respective Agents, where applicable, will provide escrow with their preferred means of receiving Notice (for example, email or text address, facsimile number, mailing or personal delivery address, or other), which will serve as the primary location for receipt of all notices or documents (the "Notification Method"). Notice will be deemed Delivered as of the earliest of:

- (i) the date and time the Notice is sent by email or fax;
- (ii) the time the Notice is personally Delivered to either the Agent or the Agent's Office; or
- (iii) three (3) Calendar Days after the date the Notice is posted in the U.S. Mail.

(f) **Time.**

- (i) Time is of the essence of this Agreement.
- (ii) Any reference in this Agreement to a specific time refers to the time in the time zone where the Property is located.
- (iii) Time calculated
  - (1) in Calendar Days after the Effective Date will start on the first full Calendar Day after the Effective Date;
  - (2) in Business Days after the Effective Date will start on the first full Business Day after the Effective Date;
  - (3) in Calendar Days after a triggering event, such as Delivery of a document, will start on the first full Calendar Day after the triggering event;
  - (4) in Business Days after a triggering event will start on the first full Business Day after the triggering event.
- (iv) If a date is calculated based on the "date Buyer is entitled to possession," and if Buyer will not be entitled to possession of the Property because one or more tenants is in possession, the "date Buyer is entitled to possession" will, for that purpose, be deemed to be the Closing Date.
- (v) Unless a different time is specified in the Agreement, all deadlines for performance, measured in business or calendar days, will terminate as of 5:00 p.m. on the last day of the deadline.

### SIGNATURE INSTRUCTIONS

**50. OFFER TO PURCHASE:** Buyer offers to purchase the Property on the terms and conditions in this Agreement. Buyer acknowledges receipt of a completely filled-in copy of this Agreement, which Buyer has fully read and understands. Buyer acknowledges that Buyer has not relied on any oral or written statement made by Seller, Seller's Agent, or Buyer's Agent that is not expressly contained in this Agreement. Because of the importance of consistent terminology and compatible documents, Buyer has chosen to use this Agreement and the other forms provided by Oregon Real Estate Forms, LLC ("OREF") for this transaction.

This offer will automatically expire on (insert date and time) 07/15/2025 at 8:00 ☐ a.m. ☒ p.m. (the "Offer Deadline"). If not accepted by that time, Buyer may withdraw this offer before the Offer Deadline any time before Seller's transmission of signed acceptance. This offer may be accepted by Seller only in writing.

Buyer Valerie Colgrove, CFO Print Tualatin Valley Fire & Rescue Date 7/15/2025 7:45 ☐ a.m. ☒ p.m. ←

Buyer \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Seller Initials KC / \_\_\_\_\_ Date 07/14/2025

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## RESIDENTIAL REAL ESTATE SALE AGREEMENT

568 This offer was Delivered by Seller's Agent to Seller for signature on *(insert date and time)* \_\_\_\_\_ at \_\_\_\_\_ ☐ a.m. ☐ p.m.

569 **51. SELLER'S RESPONSE:** *(select one – if no selection is made, this Agreement is void and of no effect)*

570 If Seller signs and transmits this Agreement or Counteroffer to Buyer after the Offer Deadline, this Agreement will not be binding on Seller and Buyer  
571 unless they also sign and Deliver an addendum, counteroffer, or other writing in which they expressly agree to extend the Offer Deadline. The Parties'  
572 failure to do so will be treated as a rejection under Section 51.3, and this Agreement is void and of no effect.

573 **51.1. ☒ Agreement to Sell and Acknowledgments.** Seller accepts Buyer's offer. Seller acknowledges receipt of a completely filled-in copy of  
574 this Agreement, which Seller has fully read and understands. Seller acknowledges that Seller has not relied on any oral or written statement made  
575 by Buyer, Buyer's Agent, or Seller's Agent that is not expressly contained in this Agreement. Seller has reviewed the Seller Representations made  
576 in Section 18 (Seller Representations) and elsewhere in this Agreement and will promptly correct, in writing, any inaccurate representations.  
577 Because of the importance of consistent terminology and compatible documents, Seller has chosen to use this Agreement and the other forms  
578 provided by OREF for this transaction.

579 **51.2. ☐ Counteroffer.** Seller does not accept the above offer and Seller has attached to this agreement OREF 003 – Seller's Counteroffer.

580 **51.3. ☐ Rejection.** Seller rejects Buyer's offer.

581 Seller: do not sign unless 51.1, 51.2 or 51.3 is selected.

582 Seller Kari Clement Print Kari Lyn Clement Revocable Trust Date 07/14/2025, 08:04:20 PM PDT ☐ a.m. ☐ p.m. ←

583 Seller \_\_\_\_\_ Print \_\_\_\_\_ Date \_\_\_\_\_ ☐ a.m. ☐ p.m. ←

Buyer Initials vc / \_\_\_\_\_ Date 7/15/2025

**LINES WITH THIS SYMBOL ← REQUIRE A SIGNATURE AND DATE**

**OREF 001 | Released 01/2025 | Page 15 of 15**

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## TVF&R Board of Directors Meeting

**Date:** July 22, 2025

**Subject:** Fire Station Property Purchase

**Address:** 15900 NE Dopp Road, Newberg, Oregon

**Built:** 1966

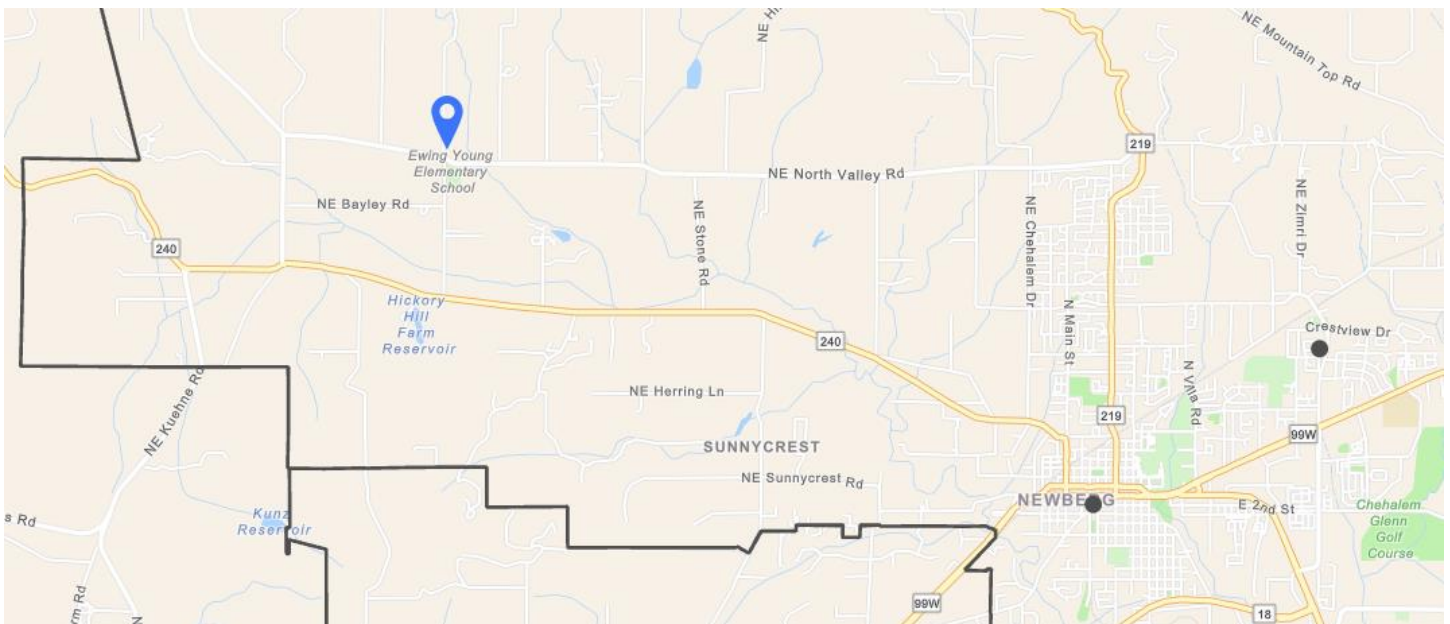
**Acres:** 3.1 (13,5036 SF)

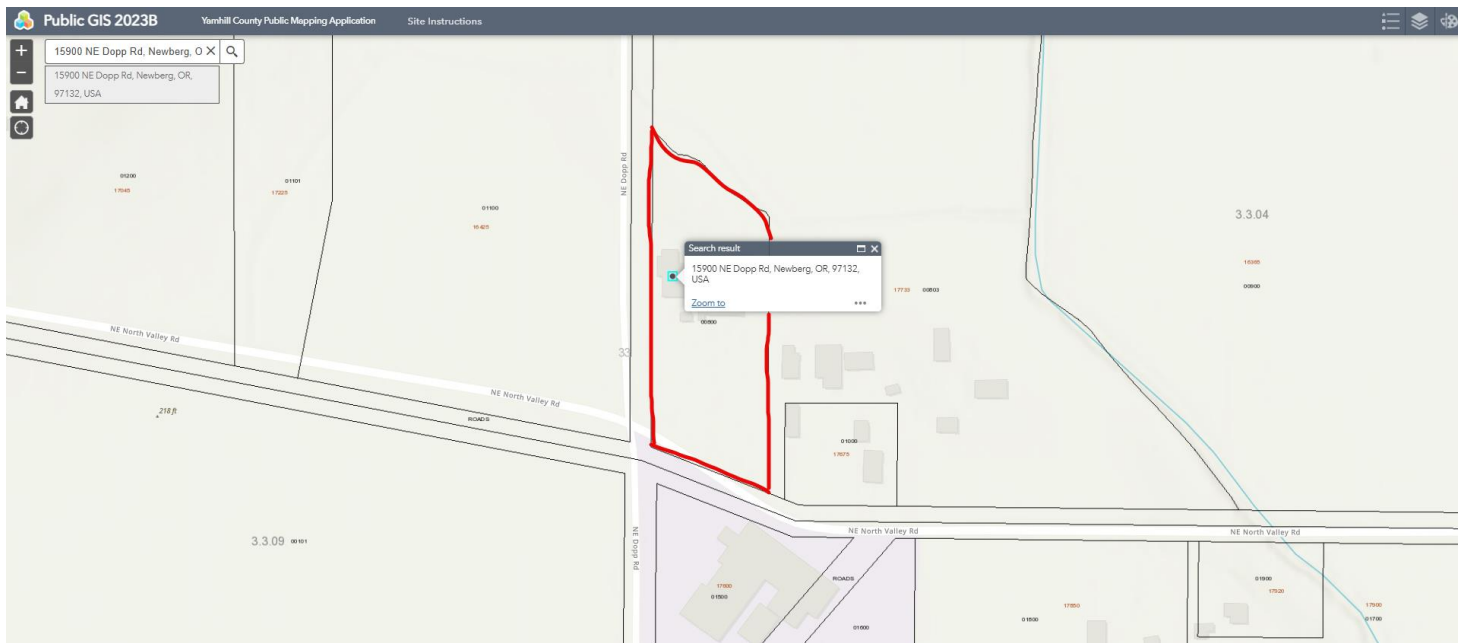
**Home SF:** 2,611

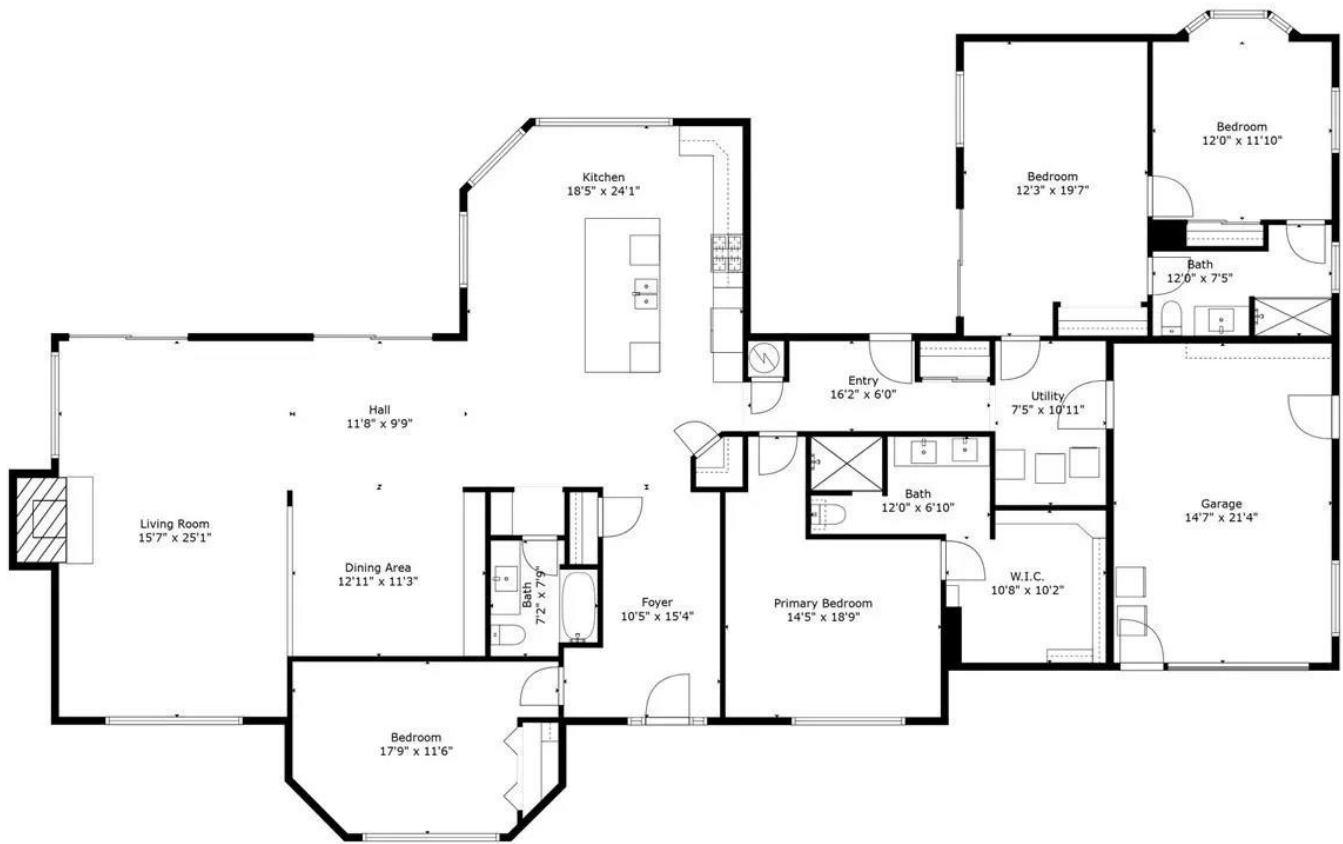
**Parcel Number:** 68651

**Zoning:** EF-40

Single level, Four Bedrooms, Three Baths







Measurements Are Estimates Only.

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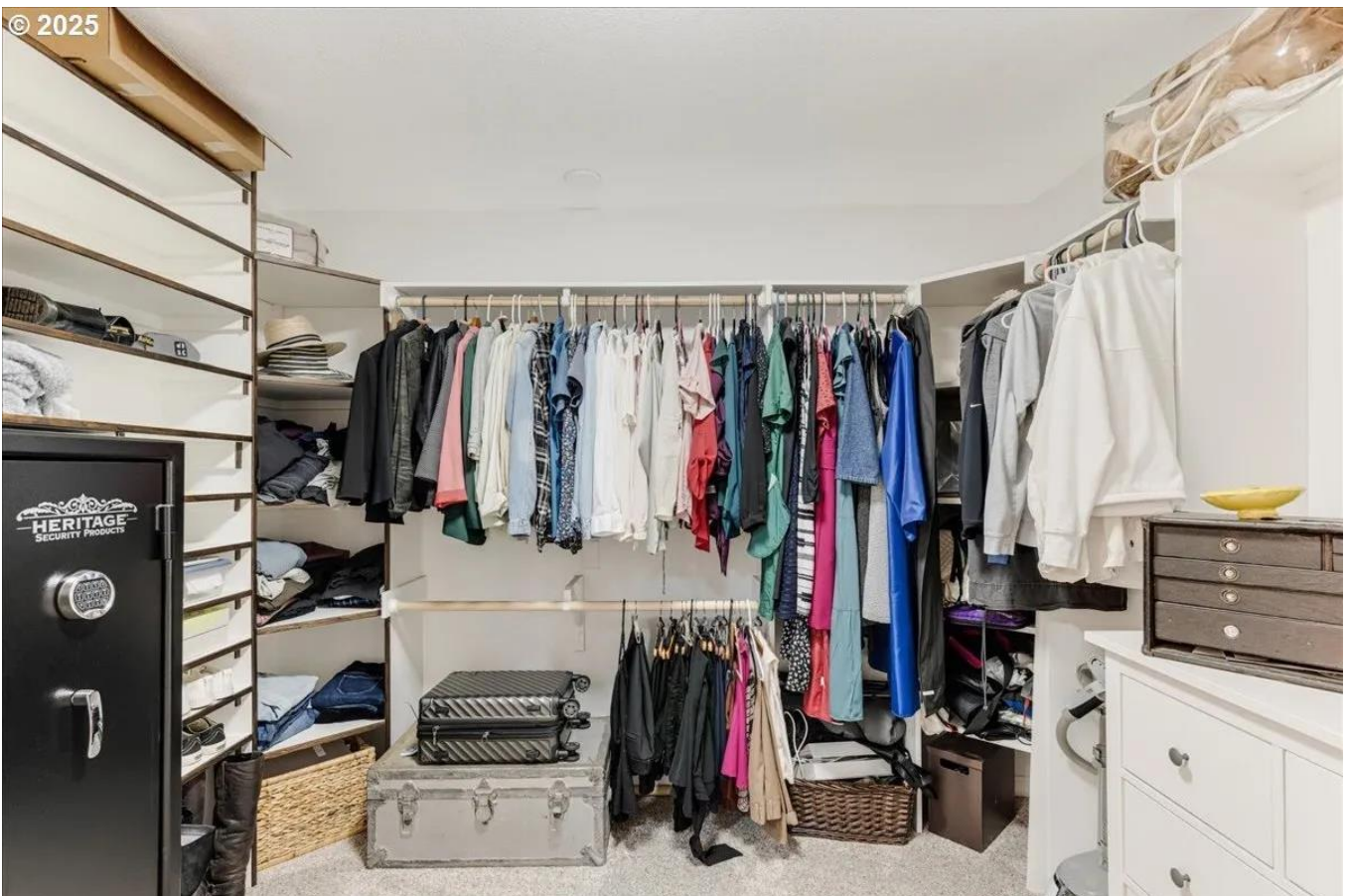
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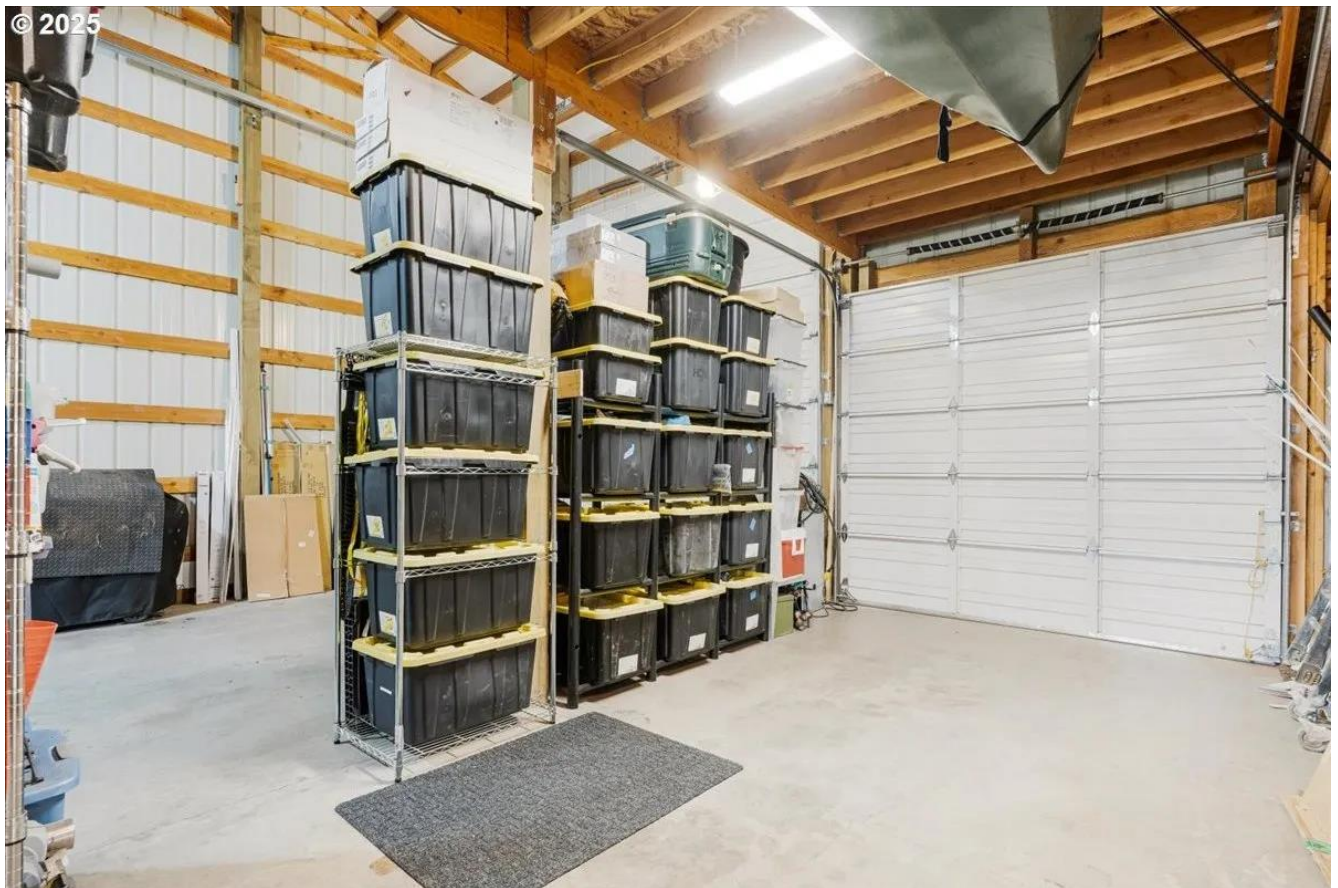


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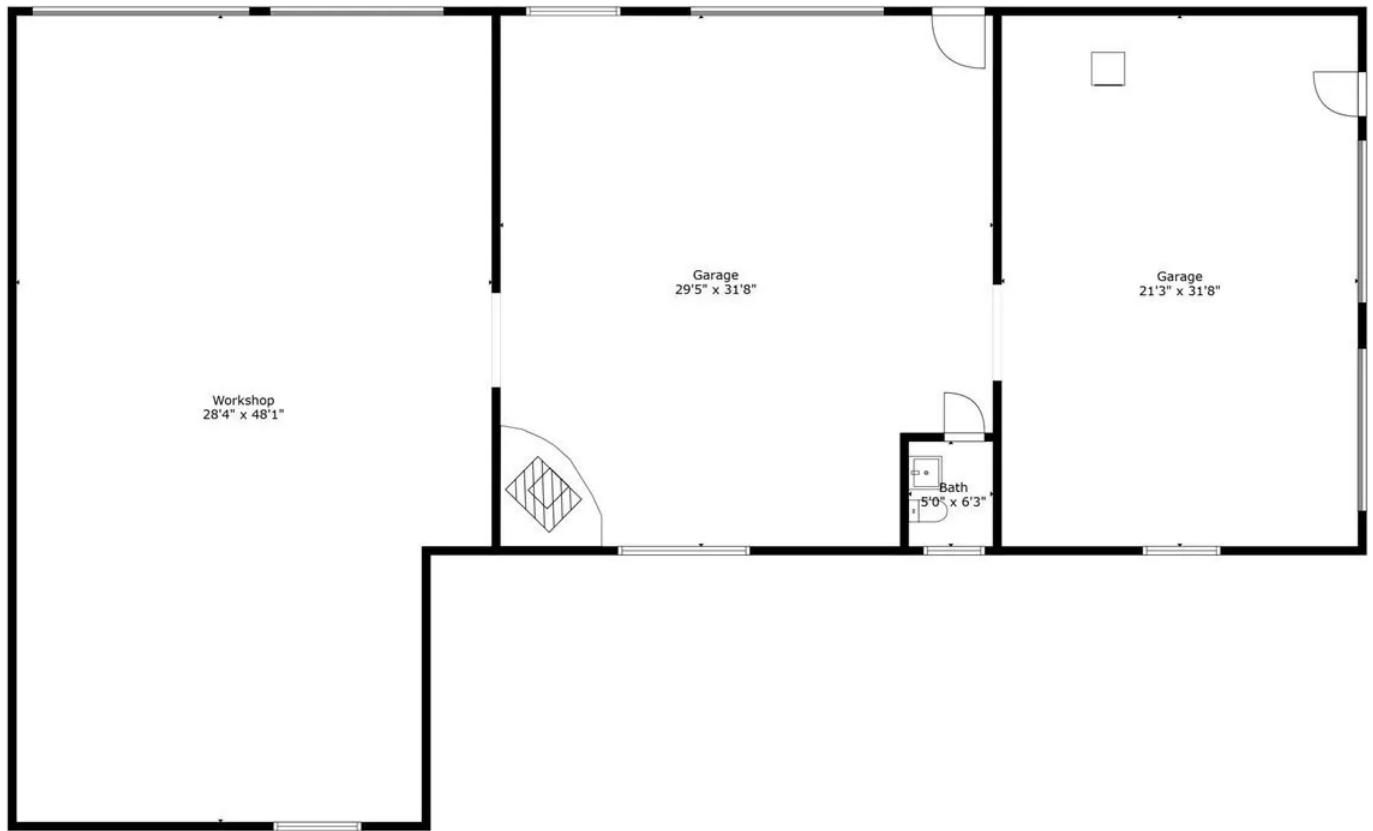
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Measurements Are Estimates Only.

## AGENDA ITEM

### Tualatin Valley Fire & Rescue Tigard, Oregon

SUBJECT: Civil Engineering Services for Station 35 – Temporary Station and Additional Services Permanent Station      FOR AGENDA OF: July 22, 2025  
APPROVED FOR AGENDA: Fire Chief Deric Weiss  
DEPARTMENT OF ORIGIN: Logistics

PROCEEDING: Discussion and Approval      DATE SUBMITTED: July 15, 2025

EXHIBITS: AKS ASR1 Proposal, dated 7/2/2025      CLEARANCES: Fire Chief's Office

#### BUDGET IMPACT

EXPENDITURE REQUIRED: \$197,000.00	AMOUNT BUDGETED: \$197,000.00	APPROPRIATION REQUIRED: \$0.00
---------------------------------------	----------------------------------	-----------------------------------

#### BACKGROUND:

The District is in the process of constructing both a temporary and a rebuild of Station 35, located at 17135 SW Pacific Highway, King City, OR. As a part of this effort, additional civil engineering services were required to support the design documents, permitting, and construction phases of this project. These services are necessary to ensure compliance with local regulations, facilitate coordination with stakeholders, and maintain project timelines. On May 28, 2024, AKS Engineering & Forestry was selected for civil engineering services for the rebuild of the main Station 35 using RFP 24-07.

The proposed scope of work includes the following:

#### Temporary Station (\$106,000)

- Meeting and coordination:
  - Ongoing collaboration with project stakeholders, including architects, utility providers, and permitting jurisdictions.
- Civil Engineering services:
  - Schematic Design
  - Design Documents / Land Use Applications
  - Construct Documents
- Final Civil drawings
  - Preparation of stamped and permit-ready drawings
- Bidding and Permitting support
  - Assistance during contractor bidding and coordination with permitting authorities.

- Construction support:
  - On-call support during construction to address field conditions and contractor inquiries.

Permanent Station 35 – Additional Services (\$91,000)

- Additional site-specific civil engineering tasks not included in the original scope, including:
  - Grading and drainage revisions
  - Utility coordination and redesign
  - Stormwater management updates
  - Coordination with adjacent developments or infrastructure projects

Per Board Policy 9.3.B.2, the District shall report to the Board if a contract amendment exceeds 25% cumulative over the original contract amount of any public contract previously approved by the Board. The original contract approved on May 28, 2024, was for \$138,000.

RECOMMENDED ACTION:

Approve the contract amendment for the additional civil engineering services as outlined above in the amount of \$197,000.00 and authorize the Fire Chief or designee to execute the contract and any related documents.

PROPOSED MOTION:

*“I move to authorize the Fire Chief or designee to execute the necessary contract documents with AKS Engineering and Forestry, LLC as recommended.”*



July 2, 2025

Chad Liggett  
Capital Projects Manager  
Tualatin Valley Fire & Rescue  
9991 SW Avery St  
Tualatin, OR 97062

**RE: SCOPE OF WORK AND FEE ESTIMATE TO PROVIDE ADDITIONAL CIVIL ENGINEERING SERVICES FOR THE TVF&R STATION 35 PROJECT, LOCATED AT 17135 SW PACIFIC HWY, CITY OF KING CITY, WASHINGTON COUNTY, OREGON**

Dear Mr. Liggett:

Attached is our proposal to provide additional professional civil engineering services for the above project. This includes the temporary facilities portion of the project; design of permanent station facilities with respect to temporary facilities being located on-site to minimize the amount of site re-work that is required to accommodate both projects on a small site; ODOT public street frontage improvements; relocation of power and communication infrastructure associated with the cell tower; stormwater quality, detention, and retaining wall design to meet ODOT requirements; 1200C erosion control plans and documents now that the project exceeds one-acre; permitting services requested by the architect; and certified inspections during construction of public improvements as required by ODOT.

This proposal is based on correspondence with you, information provided, our work on the project to date, and our experience working on similar projects. We will perform our services in a timely manner to help ensure a successful project for all parties involved.

We look forward to working with you on this project. If you have any questions, please let me know.

Sincerely,

**AKS Engineering & Forestry, LLC**

A handwritten signature in black ink, appearing to read 'Bruce R. Baldwin'.

Bruce R. Baldwin  
Project Manager  
12965 SW Herman Road, Suite 100  
Tualatin, OR 97062  
503-563-6151 | [bruce@aks-eng.com](mailto:bruce@aks-eng.com)

## **SCOPE OF WORK**

The following list of items are services AKS will be responsible for completing. All work outlined below will be performed by or under the direct supervision of a Professional Engineer (PE) licensed in the State of Oregon.

### **I. TEMPORARY FACILITIES**

AKS understands that temporary fire station facilities are planned to be located on the subject site, from which the station will continue to operate during the reconstruction of the permanent facilities. Temporary facilities are anticipated to include a manufactured dwelling for administrative use and bunk housing; a metal carport for apparatus staging; street access; onsite parking and material storage areas; and temporary utility connections for sanitary sewer, stormwater, potable water, power, and communications. AKS will perform the following tasks for the temporary facilities:

#### **A. MEETINGS AND COORDINATION**

AKS will perform the following services:

- The project manager will attend virtual weekly design meetings with the Owner, Architect, and Contractor. This assumes one meeting per week for a four-month design timeline from Schematic Design through Construction Document phases, for a total of 16 meetings.
- The project engineer will attend up to two virtual meetings with jurisdictional plan review staff during the permitting phase.
- Coordination and meetings with the design team to optimize stormwater management for temporary facilities with respect to permanent facilities and existing infrastructure.
- Coordination and meetings with the design team to evaluate conflicts and solutions associated with existing power and communication infrastructure for the cell tower.
- Coordinate with the Client and design team via phone and email correspondence throughout the duration of the project.

#### **B. CIVIL ENGINEERING SERVICES**

AKS will perform the following services:

##### **I. SCHEMATIC DESIGN (SD)**

- Work with the project team to develop a SD site plan based on building floor plans, site development requests, existing site conditions, permanent facility design constraints, geotechnical constraints, and jurisdictional requirements. Assumes 3 rounds of revisions to the site plan based on Owner and Architect requests.

##### **II. DESIGN DEVELOPMENT (DD) / LAND USE (LU)**

- Work with the project team to further develop the SD site plan, provide the Client with civil engineering related suggestions and comments, and solidify the site plan to be used for the DD / LU package. Assumes 3 rounds of revisions to the site plan based on Owner and Architect requests.
- Prepare the required preliminary civil engineering plans for the DD / LU application package based on the approved DD site plan discussed above. These will include the following and be incorporated into the DD/LU plans for the permanent station:
  - Preliminary site plan with dimensions and callouts
  - Preliminary clearing, demolition, grading, and erosion control plan
  - Preliminary composite utility plan

- Provide the Client with a PDF copy of the 75% DD/LU plan set for review. Any requested revisions (assumes one round of revisions) will be incorporated into the 100% DD/LU plan set described below. This does not include changes to the base site plan. Any further requested changes to the base site plan are considered out of scope and are not included.
- Provide the Client with a PDF copy of the 100% DD/LU plan set for printing, distribution, and submittal to the City for land use approval.
- Perform preliminary hydraulic modeling and stormwater calculations to size the stormwater facility per jurisdictional requirements.
- Provide the projects land use planner with information requested to address civil engineering related code criteria for the land use application written narrative.

### **III. CONSTRUCTION DOCUMENTS (CD)**

Upon receiving the City's final notice of decision, and upon direction from the Client, final civil engineering services and the development of construction documents will begin. The following information will be required from the Client to start final design of the project:

- All access points and doors to the building.
- Roof drain locations.
- Plumbing fixture count for the building for sizing of domestic water meter and sanitary sewer service.
- Points of connection to the building for domestic water and sanitary sewer.
- Copy of the geotechnical report for the project including pavement design sections.
- Border sheet for the project in CAD.
- Fence and gate locations and types.
- Locations of all exterior vaults, light poles/fixtures, transformers, etc.
- Other information as determined necessary to complete our scope of work.

The scope of services for private on-site and public off-site civil engineering includes the following:

- Update the DD/LU site plan as necessary based on the City's final notice of decision, conditions of approval, civil engineering design of the permanent station improvements, and any additional requests from the Client. This assumes two rounds of minor revisions to the site plan. Significant changes to the base site plan are considered out of scope and are not included.
- Prepare a final site plan with dimensions and callouts.
- Prepare a demolition plan.
- Prepare grading and erosion control plans.
- Prepare utility plans showing:
  - Domestic water connection including meter location, double check valve, and pipe size
  - Sanitary sewer location, size, and point of connection
  - Storm sewer location, size, and point of connection
- Prepare surfacing spot elevation plan for the project.
- Coordinate with the architect for location and sizing of building utility connections. The services included are for the proposed connection to the domestic water system, sanitary sewer system, and storm drainage system.
- Prepare plans and details for the temporary access approach to Wills Ln per ODOT requirements.

- Prepare plans and details for a permanent stormwater connection to the public storm sewer main in Wills Ln per ODOT requirements.
- Prepare stormwater calculations and report per ODOT requirements.

The final civil drawings are anticipated to include the following:

- Civil cover sheet with vicinity and site maps
- General notes and legend
- Existing conditions plan
- Clearing and Demolition Erosion Control Plan
- Grading and Erosion Control Plan
- Grading and Erosion Control Details
- Site Plan
- Spot elevation plan
- Site details
- Storm drainage plan and details
- Sanitary sewer plan and details
- ODOT storm drainage details and notes
- Water system plan and details

Plans will be prepared anticipating submittal for the following permits:

- City of King City Grading and Site Permit
- City of Tigard Water Meter Permit
- CWS Erosion Control Permit and Service Provider Letter (SPL)
- ODOT Temporary Access and Stormwater Connection Permit

AKS will provide the following construction document check sets to the Client for review and comment:

- Draft 30% construction plans. Any requested revisions (assumes one round of revisions) will be incorporated into the draft 60% construction plans.
- Draft 60% construction plans. Any requested revisions (assumes one round of revisions) will be incorporated into the draft 90% construction plans.
- Draft 90% construction plans. Any requested revisions (assumes one round of revisions) will be incorporated into the final 90% construction plans for permitting.
- Final 90% construction plans for bidding and permitting.

#### **IV. BIDDING AND PERMITTING**

AKS will complete the following tasks during this phase:

- Prepare permit applications, coordinate with the client for signatures and fees, and submit the applications to the jurisdictions having authority.
- Coordinate with the Owner, City, and Architect during the plan review process.
- Respond to jurisdictional plan review comments.
- Answering contractor questions during bidding to clarify the intent of the civil engineering drawings. We assume that all addenda printing and distribution will be completed by the Architect.

- Make minor revisions to the 90% construction plans as required for agency approval. Client requested revisions to the base site plan and/or plans and specifications during this phase are considered out of scope and are not included.
- Provide final 100% construction plans to the Architect for printing and distribution for construction.

## **V. CONSTRUCTION SUPPORT**

Upon receiving permits for construction, AKS will perform the following services:

- Attend the pre-construction conference.
- Review and respond to contractor submittal documents.
- Respond to contractor requests for information (RFIs) and issue clarifications to design requirements.
- Perform up to three (3) site observation visits during construction and prepare field observation reports.
- ODOT requires the owner to provide certified inspections of the ODOT storm drainage improvements and connection to existing main. An AKS ODOT Certified General Construction Inspector will perform 2 inspections of the ODOT storm drainage improvements during construction and prepare inspections reports as required by ODOT.
- Following substantial completion, complete a field walk of the private on-site civil related improvements with the Client, Owner, and Contractor to develop a punch list (assumes 1 site visit).
- Perform one final site visit following the completion of punch list items to confirm satisfactory completion
- Work with the Client, contractor, and jurisdictions to close out all civil permits.

## **II. PERMANENT FIRE STATION ADDITIONAL SERVICES**

As the project has progressed through the land use process and additional information and requests have been received from jurisdictions having authority, the following additional services have been identified that were originally assumed to not be necessary, including:

- Public street frontage improvements to SW Wills Ln, including pavement widening, curb and gutter, sidewalk, driveway aprons, and utility relocations.
- Design of permanent station facilities with respect to temporary facilities being located on-site to minimize the amount of site re-work that is required to accommodate both projects.
- Relocation of existing power and communication lines associated with the existing on-site communications tower operated by AT&T and Crown Castle.
- Stormwater quality and detention design to meet ODOT requirements in addition to CWS requirements.
- 1200-CN erosion control plans and permitting as the total site disturbance for the project will now exceed one acre to accommodate the street frontage improvements.
- Arborist services for tree preservation and removal as requested by the City of King City.
- Additional permitting.
- Certified inspections and reporting during construction of public improvements (ODOT and City of Tigard water).

### **A. CIVIL ENGINEERING SERVICES**

AKS will perform the following services:

- Coordinate with ODOT to determine the extent of street improvements required.

- Prepare preliminary design plans for half street improvements to SW Wills Ln, including pavement widening, curb and gutter, sidewalk, driveway aprons, and utility relocations, to be incorporated into the DD/LU plan set.
- Analyze stormwater convey options and develop a design that optimizes functionality for temporary and permanent facilities to minimize site-rework necessary to accommodate both projects, including the coordination, inspection, and surveying of multiple existing storm utility potholes.
- Attend three site visits/meetings with the Client and AT&T to determine communication tower utility relocation needs and solutions and revise the preliminary civil engineering design to accommodate utility relocation to the southern property line.
- Prepare final civil engineering construction plans for half street improvements to SW Wills Ln, including pavement widening, curb and gutter, sidewalk, driveway aprons, and utility relocations, to be incorporated into the CD plan set.
- Revise preliminary stormwater calculations, report, and stormwater facility design to account for the street widening improvements as required by ODOT and utility relocation required by AT&T, including the design of a retaining wall around the perimeter of the stormwater facility to meet facility sizing requirements.
- Prepare 1200-CN Erosion Control Plans and Documents, including:
  - Erosion and Sediment Control Cover Sheet
  - Clearing and Demolition ESCP
  - Mass Grading and Ground Stabilization ESCP
  - Utility and Street Construction ESCP
  - Vertical Construction & Final Stabilization ESCP
  - Runoff Control Plan
  - Erosion and Sediment Control Details
  - 1200-CN Permit Narrative
  - Spill Prevention and Response Plan
- A Certified Arborist will evaluate the existing trees on-site for species, size, and general condition. A Tree Preservation and Removal Plan will be prepared per King City requirements, including tree inventory, protection, and removal information and specifications.

## **B. PERMITTING**

AKS will complete the following tasks during this phase:

- Prepare permit applications, coordinate with the client for signatures and fees, and submit the applications to the jurisdictions having authority (City of Tigard, CWS, and ODOT).
- Coordinate with the Owner, City, and Architect during the plan review process.
- Respond to jurisdictional plan review comments.
- Answering contractor questions during bidding to clarify the intent of the civil engineering drawings. We assume that all addenda printing and distribution will be completed by the Architect.
- Make minor revisions to the 90% construction plans as required for agency approval. Client requested revisions to the base site plan and/or plans and specifications during this phase are considered out of scope and are not included.
- Provide final 100% construction plans to the Architect for printing and distribution for construction.

### C. CONSTRUCTION SUPPORT

Additional construction support will be necessary to account for the ODOT frontage improvements and public waterline improvements as required by the City of Tigard:

- Review contractor submittals.
- Respond to RFIs.
- ODOT requires the owner to provide certified inspections of the ODOT frontage improvements. An AKS ODOT Certified General Construction Inspector will perform 10 inspections of the frontage improvements during construction and prepare inspections reports as required by ODOT.
- The City of Tigard requires the owner to provide daily inspections during construction of the public water infrastructure including hot taps, waterline installation, double check vault, meters, and fire hydrant. This work is assumed to take six days, during which AKS will provide inspections and reports.
- Work with ODOT and the City of Tigard to approve the public improvements and close out the public works permits.

### FEE FOR SERVICES

I. Temporary Facilities	
A. Meetings and Coordination	\$12,000
B. Civil Engineering Services	
I. Schematic Design	\$12,000
II. Design Development / Land Use	\$18,000
III. Construction Documents	\$46,000
IV. Bidding and Permitting	\$8,000
V. Construction Support	\$10,000
II. Permanent Fire Station Additional Services	
A. Civil Engineering Services	\$68,000
B. Permitting	\$12,000
C. Construction Support	\$11,000
<b>Total Lump Sum Fee</b>	<b>\$197,000</b>

### EXCLUSIONS:

- Payment for review, filing, recording, title, permit, and applications fees
- Other services to be performed that do not fall within the scope of the items listed under the scope of work are excluded

# CHIEF'S REPORT

- A. Capital Projects Update and Capital Projects Expenditure Summary
- B. Promotion Announcements
- C. Retirement Announcements
- D. Fireworks Activity Summary
- E. Nike Donations
- F. Conflagration Update
- G. Reschedule Request October Board Meeting
- H. District Events
  - Portland Metro Fire Camp
  - July Community Events Report

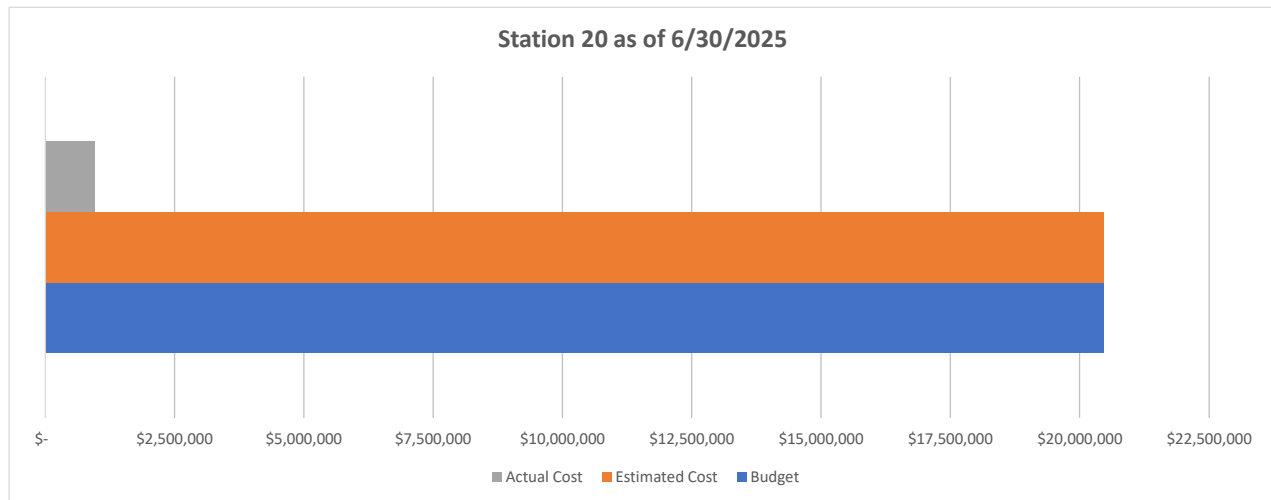


## CAPITAL PROJECTS



### PROJECT INFORMATION

Project Name	Station 20 - BOND
Project Description	Rebuild
Location	Newberg   414 East 2nd Street
Construction Manager	Kirby Nagelhout Construction Co.
Start Date	Fall 2024
Completion Date	Spring 2027



	Estimated Costs	FY2024	FY2025	Total Actuals
01 Construction & Land	16,000,000	-	349,246	349,246
02 Professional and Tech Services	960,000	3,262	46,491	49,753
03 Attorney Fees	-	-	-	-
04 Permits and Fees	800,000	-	-	-
05 Architectural Services	1,280,000	-	396,788	396,788
06 Project Management	480,000	60,361	103,981	164,342
07 Temporary Quarters	540,000	-	-	-
09 Demolition	-	-	-	-
Unclassified	-	-	-	-
Total Fund 52	20,060,000	63,623	896,506	960,129
Other/Start-up costs (Fund 10/22)	400,000	-	-	-
<b>TOTAL</b>	<b>\$20,460,000</b>	<b>\$63,623</b>	<b>\$896,506</b>	<b>\$960,129</b>

Totals may not foot due to rounding.

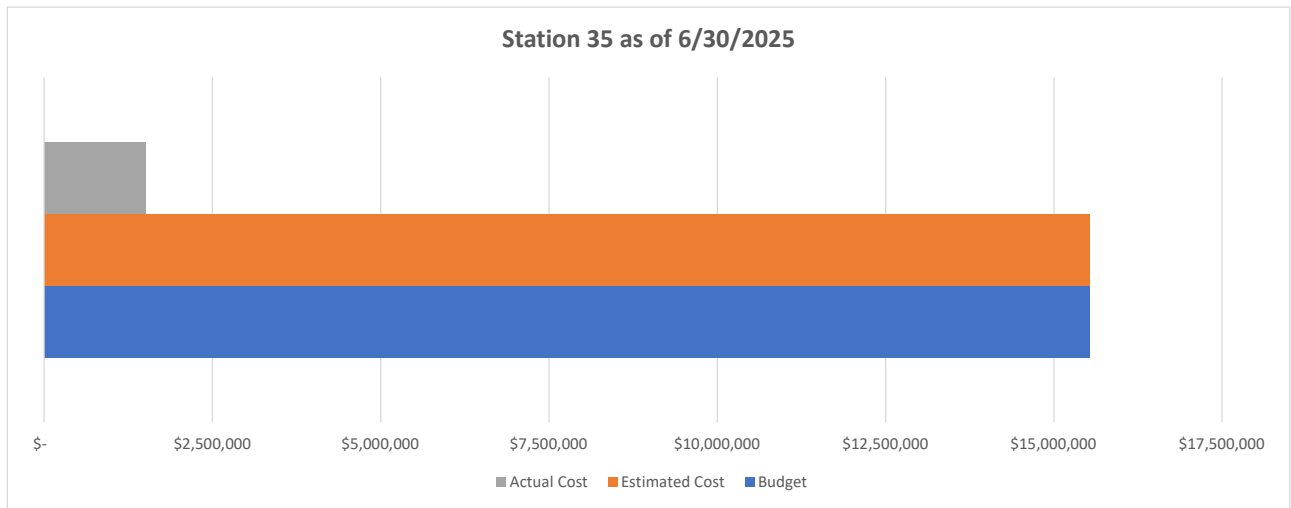


## CAPITAL PROJECTS



### PROJECT INFORMATION

Project Name	Station 35 - BOND
Project Description	Rebuild
Location	King City   17135 SW Pacific Highway
Construction Manager	Kirby Nagelhout Construction Co.
Start Date	Summer 2024
Completion Date	Winter 2026



	Estimated Costs	FY2024	FY2025	Total Actuals
01 Construction	12,200,000	-	-	-
02 Professional and Tech Services	732,000	54,559	258,747	313,306
03 Attorney Fees	-	-	2,721	2,721
04 Permits and Fees	610,000	-	98,125	98,125
05 Architectural Services	976,000	135,198	513,581	648,779
06 Project Management	366,000	97,392	133,643	231,035
07 Temporary Quarters	240,000	-	215,303	215,303
09 Demolition	-	-	-	-
Unclassified	-	-	-	-
Total Fund 52	15,124,000	287,149	1,222,120	1,509,268
Other/Start-up costs (Fund 10/22)	400,000	-	-	-
<b>Total</b>	<b>\$15,524,000</b>	<b>\$287,149</b>	<b>\$1,222,120</b>	<b>\$1,509,268</b>

Totals may not foot due to rounding.

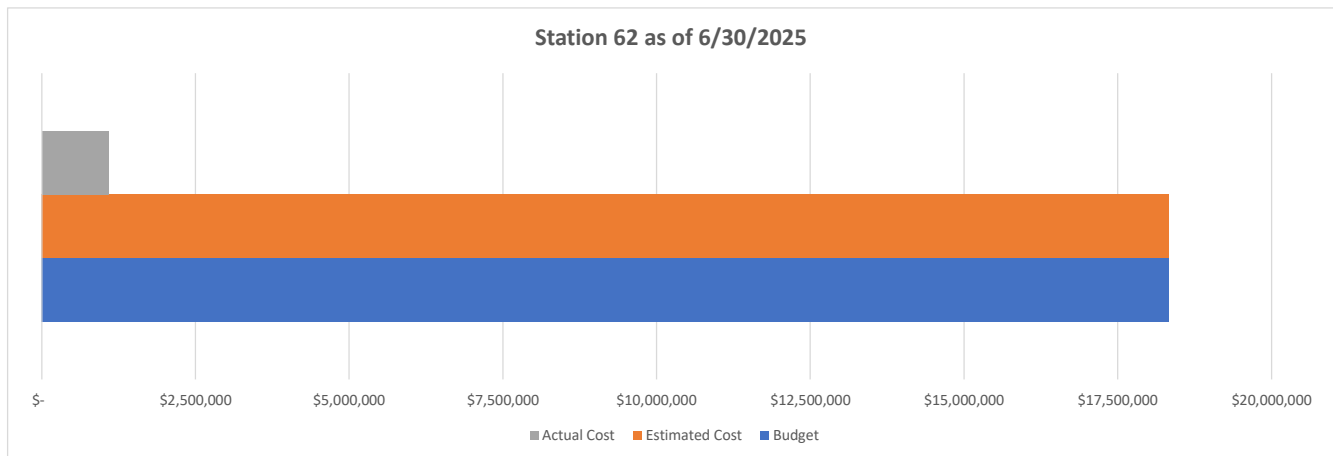


## CAPITAL PROJECTS



### PROJECT INFORMATION

Project Name	Station 62 - BOND
Project Description	New Station
Location	Aloha   185th & Pheasant
Construction Manager	P&C Construction
Start Date	Spring 2023
Completion Date	Spring 2027



	Estimated Costs	FY2022	FY2023	FY2024	FY2025	Total Actuals
01 Construction	14,700,000	-	-	-	-	-
02 Professional and Tech Services	882,000	44,083	60,860	120,193	-	225,136
03 Attorney Fees	-	291	4,000	-	389	4,679
04 Permits and Fees	735,000	500	34,201	(332) <sup>(1)</sup>	1,938	36,307
05 Architectural Services	1,176,000	29,794	481,561	70,750	146,240	728,346
06 Project Management	441,000	-	5,500	30,890	62,346	98,737
07 Temporary Quarters	-	-	-	-	-	-
09 Demolition	-	-	-	-	-	-
Unclassified	-	-	-	-	-	-
Total Fund 52	17,934,000	74,668	586,122	221,501	210,913	1,093,205
Other/Start-up costs (Fund 10/22)	400,000	-	-	-	-	-
<b>Total</b>	<b>\$18,334,000</b>	<b>\$74,668</b>	<b>\$586,122</b>	<b>\$221,501</b>	<b>\$210,913</b>	<b>\$1,093,205</b>

<sup>(1)</sup> Permit refund received Feb. 2024

Totals may not foot due to rounding.

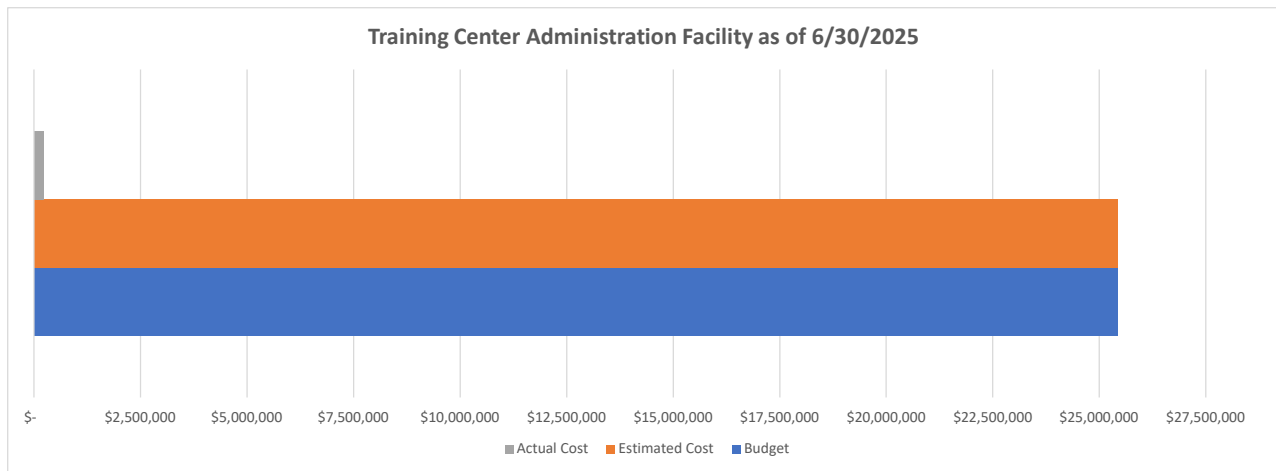


## CAPITAL PROJECTS



## PROJECT INFORMATION

Project Name	Training Center Administration Facility - BOND
Project Description	Rebuild
Location	Sherwood   12400 SW Tonquin Road
Construction Manager	Perlo Construction
Start Date	Winter 2024
Completion Date	Winter 2027



	Estimated Costs	FY2023	FY2024	FY2025	Total Actuals
01 Construction	20,000,000	48,705	-	-	48,705
02 Professional and Tech Services	1,200,000	-	78	8,390	8,468
03 Attorney Fees	-	-	-	2,721	2,721
04 Permits and Fees	1,000,000	-	-	578	578
05 Architectural Services	1,600,000	-	8,600	-	8,600
06 Project Management	600,000	-	-	155,570	155,570
07 Temporary Quarters	500,000	-	-	-	-
09 Demolition	-	-	-	-	-
Unclassified	-	-	-	-	-
Total Fund 52	24,900,000	48,705	8,678	167,259	224,641
Other/Start-up costs (Fund 10/22)	525,000	-	-	-	-
<b>Total</b>	<b>\$25,425,000</b>	<b>\$48,705</b>	<b>\$8,678</b>	<b>\$167,259</b>	<b>\$224,641</b>

Totals may not foot due to rounding.

# Promotion Announcements



**Alex Haven**

Promoted to Deputy Chief of Operations  
effective June 16, 2025.

# Promotion Announcements



**Robert Petracca**

Promoted to District Chief of  
Operations  
effective June 16, 2025.



**Dan Mitchael**

Promoted to Battalion Chief of  
Operations  
effective June 16, 2025.

# Promotion Announcements



**Daniel Boyes**

Promoted to Training Officer  
effective June 1, 2025.



**Michael Balfour**

Promoted to Captain  
effective June 16, 2025.

# Retirement Announcement



**Aaron Baker**

Retired from the  
Lieutenant position  
June 30, 2025.

**Served TVF&R for 23 years**



**Craig Lyon**

Retired from the  
Captain position  
June 30, 2025.

**Served TVF&R for 23 years**

# Retirement Announcement



**Bryan Jackson**

Retired from the  
Firefighter position  
June 30, 2025.

**Served TVF&R for 23 years**



**Derek Compton**

Retired from the  
Senior HRIS Analyst position  
June 30, 2025.

**Served TVF&R for 25 years**

# Portland Metro Fire Camp

June 20 – 22, 2025



# Portland Metro Fire Camp

## June 20 – 22, 2025



## July Community Events

Start Time	Title	Estimated Attendance
7/1/2025	52/C School Visit Brighten Montessori	80
7/1/2025	62/C RDO Civic/Community Camp Rivendale	30
7/1/2025	61/C School Visit Mindful Montessori	180
7/2/2025	57/A School Visit Champions KinderCare	25
7/2/2025	35/A Civic/Community B-day Drive By	10
7/4/2025	21/B Parade The Greens HOA	50
7/4/2025	65/B Parade Royal Woodlands CONFIRMED	100
7/4/2025	33/B Parade Woodhaven HOA	50
7/4/2025	52/B Parade Hazelwood Neighborhood	50
7/4/2025	64/B Parade Charlais Neighborhood	50
7/4/2025	Aux Parade Wilsonville Meadows	50
7/4/2025	66/B Parade 4th July Ashwood Downs Neighborhood	80
7/4/2025	53/B Fourth of July Parade Garden Home SW 89th and Carmel	100
7/4/2025	50/B Parade Hillshire Creek HOA	50
7/4/2025	PLACEHOLDER 51/B Parade 11295 SW 110th Ave	0
7/4/2025	61/B Parade Cedar Hills Rec Center	50
7/4/2025	56/B Parade Renaissance Canyon Creek	50
7/4/2025	35/B Parade 137th and Scarlett Drive	50
7/4/2025	59/A Parade Cascade Summit HOA	200
7/4/2025	65/70B Parade Woodside Circle	50
7/4/2025	52 Parade Morey's Landing	50
7/4/2025	54/B Parade Villebois Sophia Park	50
7/4/2025	PLACEHOLDER 70/B Parade Montclair Neighborhood	0
7/4/2025	68/B Block Party Hartung Farms Rec Center	25
7/4/2025	17/B Parade North Plains	100
7/4/2025	PLACEHOLDER 35/B Parade King City Civic Association	0
7/4/2025	53/B Parade 90th and Oleson	50
7/4/2025	67/B Civic/Neighborhood Beaverton Fourth of July Celebration	200
7/4/2025	68/B Parade Bauer Woods Neighborhood	50
7/4/2025	55/B Parade Skyline Ridge Neighborhood	50
7/4/2025	50/B Stonehouse Neighborhood Block Party	45
7/4/2025	65/B Parade Wilcox Estates	50
7/4/2025	20/B Block Party Meridian and Hilltop Dead-end	50
7/4/2025	PLACEHOLDER 68/B Parade Claremont Country Club	0
7/4/2025	PLACEHOLDER 56/B Neighborhood Block Party Frog Pond	0
7/4/2025	56/B Civic/Community Neighborhood Block Party	50
7/4/2025	34/B Parade Fox Hills Neighborhood	50
7/4/2025	PLACEHOLDER 51/B Civic/Community Tigard Old Fashion 4th of July Festival	0
7/7/2025	64/C School Visit West Union KinderCare	50
7/8/2025	67/A School Visit Hazeldale Elementary	200
7/8/2025	60 CPO 1 Meeting	25
7/9/2025	69/A Station Tour Mom and Kids	5
7/9/2025	70/B School Visit Oregon Episcopal School	15
7/9/2025	53/B School Visit Vose Elementary (Day 1)	100
7/9/2025	34/B Station Tour Brookdale Tualatin	15
7/10/2025	67/B School Visit Aloha Huber	40

Start Time	Title	Estimated Attendance
7/10/2025	CAS Speaker Tualatin Safety Town	48
7/10/2025	53/C School Visit Vose Elementary (Day 2)	100
7/10/2025	61/C School Visit Beaver Acres	100
7/10/2025	34/C Site Visit Tualatin Safety Town	48
7/10/2025	59/C Station Tour YMCA West Linn Kids Club	30
7/11/2025	65/A Station Tour Union Gospel Mission- children	7
7/11/2025	19/A Civic/Community Laurel on the Lawn	150
7/12/2025	59B/Aux Parade West Linn Old Time	100
7/12/2025	64/B Civic/Community Aim High Academy of Martial Arts	200
7/12/2025	SET/34 Booth Viva Tualatin	200
7/12/2025	68/B Station Tour Friends Group	15
7/13/2025	50/C Station Tour Kinmartin Group	10
7/15/2025	64/B School Visit Little Stars Montessori	40
7/15/2025	CAS Speaker Tualatin Safety Town	48
7/15/2025	62/B Civic/Community Camp Rivendale	30
7/15/2025	52/B School Visit Building Blocks Preschool	30
7/15/2025	34/B Site Visit Tualatin Safety Town	48
7/15/2025	PAO/CAS/67 RDO Station Tour US J-Connect	14
7/16/2025	RDO 67/C Civic/Community Beaverton SD Summer Food Program	125
7/16/2025	CAS/34 PLACEHOLDER HO CPR & Senior Safety Presentation	20
7/16/2025	20/C Neighborhood Event Community Room Meeting	40
7/17/2025	CAS/61 Speaker Cedar Hills Safety Town	15
7/17/2025	60/A Station Tour Albertina Kerr Inclusive Day Services Cornell	15
7/17/2025	CAS/21A Booth Adec Employee Fair	200
7/18/2025	CAS/21B Booth Adec Employee Fair	100
7/19/2025	SET/33 Parade/Booth Robin Hood Festival	300
7/19/2025	59/C Community Event White Oak Savanna Celebration	100
7/19/2025	PLACEHOLDER 64/C Site Visit Skyline Ridge Summer Gathering	250
7/22/2025	34C/CAS Station Tour Tualatin Safety Town Campers	48
7/23/2025	51/A Site Visit Tigard Parks and Rec Summer Camp	20
7/24/2025	70/B School Visit PLACEHOLDER Oregon Episcopal School	15
7/24/2025	CAS/50 Speaker Tigard Safety Town	45
7/24/2025	53/B School Visit Blue Sky Beginnings Childcare	12
7/26/2025	PLACEHOLDER Aux/20 Parade Newberg Old Fashion Festival	300
7/26/2025	SET/17A Booth All Ford Car Show	300
7/26/2025	SET/51A Booth Tigard Emergency Preparedness Fair	150
7/26/2025	50/A Neighborhood Event 3-Year-Old Birthday Drive-By	20
7/27/2025	20/21B Civic/Community Newberg Old Fashion Festival	300
7/29/2025	62/A Civic/Community Camp Rivendale	30
7/29/2025	58/A Site Visit West Linn Summer Campers	30
7/29/2025	34A/CAS Station Tour Tualatin Safety Town Campers	48
7/30/2025	34/B School Visit PLACE HOLDER Tualatin KinderCare	120
7/30/2025	CAS/61 Speaker Cedar Hills Safety Town	15
7/31/2025	PLACEHOLDER 51/C Site Visit Lifeworks NW	24
7/31/2025	PLACEHOLDER 64/C Site Visit KidLife First Responders Field Play	75
7/31/2025	PLACEHOLDER 17/A NNO	100

# DIRECTORS' REPORT

# ITEMS NOT LISTED ON THE AGENDA