

City of Warrenton Urban Renewal Agency
Regular Meeting Agenda
Tuesday, June 9, 2026 – 6:00 PM
City Hall, 225 S. Main, Warrenton, OR 97146

The meeting will be broadcast via Zoom at the following link

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

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

- 1. Call to Order**
- 2. Roll Call**
- 3. Consent Calendar**
 - A. Urban Renewal Agency Minutes 2026.05.12
- 4. Public Hearings**
 - A. Public Hearing for the Warrenton Urban Renewal Agency *Budget* and consideration of *Resolution No. 26-02* Adopting the Warrenton Urban Renewal Agency FY 2026-2027 Budget
- 5. Business Items**
 - A. Business Oregon Brownfield Grant
- 6. Discussion Items**
- 7. Executive Session**
- 8. Adjournment**

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

Warrenton Urban Renewal Agency

Meeting Minutes

City Hall, 225 S. Main Warrenton, OR 97146

Tuesday, May 12, 2026

1. Urban Renewal Agency meeting called to order at 7:32pm.

2. Roll Call

Commission Members	Present	Excused
Gerald Poe	X	
Jessica Sollaccio	X	
Mike Moha	X	
Paul Mitchell	X	
Henry Balensifer, Chair	X	

Staff Members Present	
Executive Director Esther Moberg	City Recorder Hanna Bentley
Finance Director Jessica Barrett	

3. Consent Calendar

*Items on the consent calendar have previously been discussed and/or are considered routine. Approval of the consent calendar requires a motion, a second, and no discussion, unless requested by a member of the Urban Renewal Agency.

A. Urban Renewal Agency Meeting Minutes 2026.03.24

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

4. Public Hearing

5. Business Items

A. Final Approval of the Purchase of 147 S. Main Avenue

City Manager Esther Moberg reviewed the purchase and sale agreement for the 147 S. Main Avenue building. She noted the issues that were highlighted in the inspection report and that the inspection is sufficient to move forward on the purchase. She additionally noted that only

\$750,000 for the purchase comes from the Urban Renewal Agency, with the remainder coming from the general fund.

Motion:	Move to approve the purchase of 147 S. Main Avenue.				
Moved:	Poe				
Seconded:	Mitchelle	Aye	Nay	Abstain	Recused
Vote:	Poe	X			
	Sollaccio	X			
	Moha	X			
	Mitchell	X			
	Balensifer	X			
Passed:	5/0				

- 6. Discussion Items
- 7. Executive Session
- 8. Adjournment

There being no further business, Chair Balensifer adjourned the meeting at 7:35pm.

Approved:

Attest:

Henry A. Balensifer III, Chair

Hanna Bentley, City Recorder



Urban Renewal Agency Agenda Memo

Meeting Date: June 9, 2026
From: Jessica Barrett, Finance Director
Item Name: Public Hearing for the Warrenton Urban Renewal Agency *Budget* and consideration of *Resolution No. 26-02* Adopting the Warrenton Urban Renewal Agency FY 2026-2027 Budget

Summary:

The Warrenton Urban Renewal Agency Budget Committee met in May to review and deliberate on the proposed fiscal year 2026-2027 Budget.

The next phase of the budget process is for the Agency to undergo a public hearing to receive public testimony on the budget approved by the Warrenton Urban Renewal Agency Budget Committee. Once the Agency has heard the public testimony, the Agency can then consider the adoption of the attached Budget Resolution.

The Agency may note that, as the governing board, the Agency indeed possesses the authority to modify or change the approved budget within the following parameters during this public hearing. Any action that exceeds the scope below requires a new public notice and a new public hearing:

1. Reduce the tax amount
2. Reduce expenditures with a corresponding reduction to resources
3. Increase expenditures, with a corresponding increase in resources, but not by more than \$5,000 or 10 percent of the total expenditures of the fund, whichever is greater.

For example: If total expenditures as approved by the budget committee equal \$150,000, then, the Agency may increase expenditures by \$15,000 in that fund, on a per fund basis.

Recommendation/Suggested Motion:

The Warrenton Urban Renewal Agency shall conduct a public hearing on the budget for fiscal year 2026-2026 as approved by the Warrenton Urban Renewal Agency Budget Committee. Then, the Warrenton Urban Renewal Agency may move to adopt the *FY 2026-2027 Budget* as approved by the Warrenton Urban Renewal Agency Budget Committee as set forth in Resolution No. 26-02.

Alternative:

The Agency may make changes as noted above. Please know that in order to conduct business and provide government services on July 1, 2026, an adopted budget must be in place by June 30, 2026.

Fiscal Impact:

The Urban Renewal Agency budget includes total appropriations among all funds totaling \$3,856,599 for the fiscal year ending June 30, 2027.

Attachments:

1. Resoution 26-02 Adopting URA 2026-2027 Budget
2. URA Approved Budget 2026-2027

RESOLUTION NO. 26-02

ADOPTING THE 2026-2027 WARRENTON URBAN RENEWAL AGENCY BUDGET

AS APPROVED BY THE WARRENTON URBAN RENEWAL AGENCY BUDGET COMMITTEE, MAKING APPROPRIATIONS FOR URBAN RENEWAL PURPOSES OF THE WARRENTON URBAN RENEWAL AGENCY FOR THE FISCAL YEAR COMMENCING JULY 1, 2026 AND ENDING JUNE 30, 2027

The Warrenton Urban Renewal Agency hereby does resolve as follows:

Section 1. Be it resolved that the Warrenton Urban Renewal Agency Board of Commissioners, hereby adopts the Warrenton Urban Renewal Agency (WURA) budget approved by the WURA budget committee for the 2026-2027 fiscal year, in the total sum of \$3,856,599 now on file at Warrenton City Hall.

Section 2. Be it resolved that the amounts for the fiscal year beginning July 1, 2026, are hereby appropriated for the purposes shown below, as follows:

<u>Capital Projects Fund</u>		<u>Debt Service Reserve Fund</u>	
Materials & Services	\$ 53,300.00	Debit Service	\$ 350,017.00
Capital Outlay	1,528,432.00	Fund Total	\$ 350,017.00
Fund Total	<u>\$ 1,581,732.00</u>		

<u>Debt Service Fund</u>	
Debt Service	\$ 350,018.00
Transfers	1,574,832.00
Fund Total	<u>\$ 1,924,850.00</u>

Total Appropriations, All Funds	\$ 3,856,599.00
Total Unappropriated and Reserve Amounts, All Funds	-
Total Adopted Budget	<u>\$ 3,856,599.00</u>

Section 3. Be it resolved that the Budget Officer of the WURA is hereby directed to send, no later than July 15th, 2026, to the Assessor and the Clerk of Clatsop County, State of Oregon, copies of the budget as adopted.

Section 4. Be it resolved that the Board of Commissioners of the Warrenton Urban Renewal Agency hereby resolves to certify to the county assessor a request for the Warrenton Urban Renewal District Plan Area that \$96,479,183 in increment value be used for the purpose of dividing the taxes under Section 1c, Article IX, of the Oregon Constitution and ORS Chapter 457. And that this is a new plan for purposes of declaring a tax increment.

This resolution is effective on July 1, 2026.

PASSED by the Warrenton Urban Renewal Agency this _____ day of _____, 2026

APPROVED by the Chairperson of the Warrenton Urban Renewal Agency this _____ day of _____, 2026

Henry A. Balensifer III, Chair

ATTEST:

Hanna Bentley, Secretary



Warrenton Urban Renewal Agency

Fiscal Year 2025-2026



WARRENTON URBAN RENEWAL AGENCY
FISCAL YEAR 2026 – 2027 BUDGET
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Budget Message - Urban Renewal District

May 10, 2026

Dear Urban Renewal Budget Committee Members:

The Warrenton City Commission adopted an ordinance creating an Urban Renewal Agency (URA) in 2007. At that time, the Commission appointed itself as the Agency. The Commission also decided to appoint members of the City's Budget Committee to the Urban Renewal Budget Committee. The latter action was to expedite the review and adoption of Urban Renewal budgets which are required by statute to be separate from the City budget. The Commission also appointed an advisory board to make recommendations to the URA as to the creation of Urban Renewal Districts, development plans, and related activities. The Advisory Board has been active in developing plans for the District as funding becomes available. We are rapidly approaching the end of the Urban Renewal Agency in the downtown core area. We have had many successes that the Urban Renewal Agency should be proud of including taking a several significant storefronts that have remained empty for years in the downtown core area and rejuvenating them with businesses that will draw people into the downtown core three major successes being 90 N. Main (The Outpost), 69 NE heron (Battery 245), and 1015 S. Main (Nu Way Carpet).

The Warrenton Urban Renewal Agency Budget is being recommended for your consideration. In 2009, the URA applied for a credit line to establish debt with a local bank and implemented a Downtown Master Plan and Warrenton Marina Master Plan process. In 2012 and 2016 the URA placed revenue bonds with a local bank in the amount of \$1.64 million and \$2.2 million, respectively to finance projects at the marina and downtown. In 2019, the City completed a substantial amendment providing for an approximate \$4.7 million in additional revenue over the life of the District. A minor amendment to the plan was made in 2023 that was not budgetary in nature. We are currently working on the closure of this area, with an anticipated new Urban Renewal Area potentially as soon as 2028 in the Hammond area.

The URA budget for the 2026-2027 budget year consists of a Capital Projects Fund, a Debt Service Fund, and a Debt Service Reserve Fund which is a requirement of the Urban Renewal

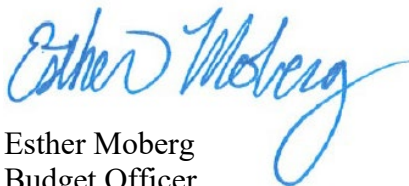
bond issuance, dated July 31, 2012 and August 4, 2016. The money in this fund is “reserved” to pay the debt service on these bonds. Staff is projecting tax increment revenue at \$838,315 with a total resource of \$1,924,850 in the Debt Service Fund. Staff is initially projecting transfers to the Capital Projects Fund in the amount of \$1,574,832 to use accumulated tax on a “pay as you go” basis, rather than incurring additional formal debt. While it is not currently budgeted for expenditure in this fiscal year, the estimated maximum indebtedness remaining at the end of this fiscal year is \$453,673.

Thanks to the Urban Renewal Agency setting a goals and priority list, we are currently working on the following projects: The Outpost building is anticipated to be open for business in this next fiscal year. The 69 NE Heron building has seen great success as a brewery and Urban Renewal wrapped the floodproofing project on this in the last fiscal year. Design of the new commercial E dock was completed for the Warrenton Marina and matching funds for a grant (should it be received) are reserved in this next fiscal year. The former gas station at 238 S. Main was added to the priority list and the City is working together with the current owners and DEQ to turn this brownfield around soon. Additionally, the 1st & Main Stormwater Infrastructure project is in design and construction the repair and upgrade should hopefully be resolved by the end of the next fiscal year.

All small Façade grants were completed by the end of 2025. All larger façade grants were completed in 2025-2026. We have done a preliminary design on the Peterson Property but have tabled any further development at this time. One last significant highlight was the purchase of a new Library Building which is a significant asset both to the downtown area and the City of Warrenton. The library had outgrown its current rental space approximately a year ago and this expansion will add more space to what the library can offer.

As we start the final chapter of the Urban Renewal Agency, and work toward wrapping up the final priority list the joint work sessions between the Urban Renewal Advisory Board and Urban Renewal Agency created, I am pleased by all that the Urban Renewal Agency has achieved for this area of Warrenton.

Respectfully submitted,



Esther Moberg
Budget Officer
Urban Renewal Agency Executive Director

**Warrenton Urban Renewal Agency
Budget Committee Members
Fiscal Year 2026-2027**

Commissioners

- Mayor Henry Balensifer III
- Commissioner Jessica Sollaccio
- Commissioner Mike Moha
- Commissioner Paul Mitchell
- Commissioner Gerald Poe

Appointed Members

- Budget Committee Member Grant Lehman
- Budget Committee Member Dan Sollaccio
- Budget Committee Member Carla Gonzalez
- Budget Committee Member Flint Carlson
- Budget Committee Member Vacancy

Budget Committee Staff

- Esther Moberg, Budget Officer
- Jessica Barrett, Finance Director
- Hanna Bentley, City Recorder

Warrenton Urban Renewal Agency

Budget Document

Capital Projects Fund 200 (800)

Historical Data			Budget for Fiscal Year 7/1/2026 - 6/30/2027			
Actual	Adopted Budget		Resources and Requirements	Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
FYE 6/30/24	FYE 6/30/25	FYE 6/30/26				
			<u>Resources</u>			
\$ 7,970	\$ 6,487	\$ 6,600	300000	Beginning Fund Balance	\$ 6,900	\$ 6,900
314	257		361000	Interest Earnings		
				Transfer from:		
986,221	1,093,012	1,708,119	391300	Debt Service Fund	1,574,832	1,574,832
994,505	1,099,756	1,714,719		Total Resources	1,581,732	1,581,732
						-
			<u>Requirements</u>			
				Materials and Services:		
1,546	1,846	1,000	310000	Printing/Advertising/Publicity	2,000	2,000
567	567	650	320000	Dues/Mtgs/Travel/Training	1,300	1,300
19,255	12,966	55,000	380000	Professional Services	50,000	50,000
		25,000	390010	Holiday Decoration Grant		
		100,000	390020	Building Revitalization Grant		
25,900	44,803		390050	Façade Improvements		
47,268	60,182	181,650		Total Materials and Services	53,300	53,300
						-
				Capital Outlay:		
1,278			620011	Commercial Work Pier Improvements		
178,411	12,975		620051	Parking Lot Improvements(Food Pod)		
535,000	637,569	750,000	620009	Building Purchases	65,000	65,000
226,061	364,791		620012	Building Refurbishments		
		50,000	620016	238 S. Main Remediation Project	413,432	413,432
		375,000	620096	1st & Main Stormwater Infrastructure	150,000	150,000
		358,069	620097	Commercial E Dock	650,000	650,000
	17,495		620098	Peterson Property Project		
			620100	Warrenton Campground Improvements	250,000	250,000
940,750	1,032,830	1,533,069		Total Capital Outlay	1,528,432	1,528,432
						-
-	-	-	800000	Contingency	-	-
988,018	1,093,012	1,714,719		Total Expenditures	1,581,732	1,581,732
						-
6,487	6,744	-		Ending Fund Balance	-	-
\$ 994,505	\$ 1,099,756	\$ 1,714,719		Total Requirements	\$ 1,581,732	\$ 1,581,732
						\$ -

Warrenton Urban Renewal Agency

Budget Document

Debt Service Fund 300 (800)

Historical Data			Budget for Fiscal Year 7/1/2026 - 6/30/2027			
Actual		Adopted	Resources and Requirements	Proposed by	Approved by	Adopted by
FYE 6/30/24	FYE 6/30/25	Budget FYE 6/30/26		Budget Officer	Budget Committee	Governing Body
			<u>Resources</u>			
\$ 2,322,951	\$ 1,989,863	\$ 1,525,822	300000	Beginning Fund Balance	\$ 1,016,535	\$ 1,016,535
841,634	844,822	838,315	311100	Current Ad Valorem Taxes	838,315	838,315
23,999	20,972	24,000	311200	Prior Taxes	20,000	20,000
137,157	97,131	70,000	361000	Interest Earnings	50,000	50,000
	225		360000	Miscellaneous		
			314100	County Land Sales		
<u>3,325,741</u>	<u>2,953,013</u>	<u>2,458,137</u>		Total Resources	<u>1,924,850</u>	<u>1,924,850</u>
			<u>Requirements</u>			
				Debt Service:		
		200,000	471230	Other Principal and Interest		
125,091	129,782	134,649	471220	UR 2012 Bonds - Principal	139,698	139,698
19,486	15,155	10,288	472220	UR 2012 Bonds - Interest	5,239	5,239
187,895	191,408	194,983	471240	UR 2016 Bonds - Principal	198,627	198,627
17,185	13,672	10,098	472240	UR 2016 Bonds - Interest	6,454	6,454
<u>349,657</u>	<u>350,016</u>	<u>550,018</u>		Total Debt Service	<u>350,018</u>	<u>350,018</u>
				Transfers:		
986,221	1,093,012	1,708,119	860020	Transfer to Capital Projects	1,574,832	1,574,832
		200,000	860040	Transfer to Debt Service Reserve		
<u>986,221</u>	<u>1,093,012</u>	<u>1,908,119</u>		Total Transfers	<u>1,574,832</u>	<u>1,574,832</u>
-	-		800000	Contingency		
<u>1,335,878</u>	<u>1,443,029</u>	<u>2,458,137</u>		Total Expenditures	<u>1,924,850</u>	<u>1,924,850</u>
<u>1,989,863</u>	<u>1,509,984</u>	-		Ending Fund Balance	-	-
<u>\$ 3,325,741</u>	<u>\$ 2,953,013</u>	<u>\$ 2,458,137</u>		Total Requirements	<u>\$ 1,924,850</u>	<u>\$ 1,924,850</u>

Warrenton Urban Renewal Agency
Budget Document

Debt Service Reserve Fund 400 (800)

Historical Data			Resources and Requirements	Budget for Fiscal Year 7/1/2026 - 6/30/2027		
Actual FYE 6/30/24	FYE 6/30/25	Adopted Budget FYE 6/30/26		Proposed by Budget Officer	Approved by Budget Committee	Adopted by Governing Body
<u>Resources</u>						
\$ 350,017	\$ 350,017	\$ 350,017	300000	Beginning Fund Balance	\$ 350,017	\$ 350,017
		200,000	391300	Transfer from URA Debt Service Fund		
<u>350,017</u>	<u>350,017</u>	<u>550,017</u>	Total Resources		<u>350,017</u>	<u>350,017</u>
<u>Requirements</u>						
				Debt Service:		
		505,017	471220	UR Bonds - Principal	305,017	305,017
		45,000	472220	UR Bonds - Interest	45,000	45,000
<u>-</u>	<u>-</u>	<u>550,017</u>		Total Debt Service	<u>350,017</u>	<u>350,017</u>
<u>-</u>	<u>-</u>		800000	Contingency		
<u>-</u>	<u>-</u>	<u>550,017</u>		Total Expenditures	<u>350,017</u>	<u>350,017</u>
<u>350,017</u>	<u>350,017</u>	<u>-</u>		Ending Fund Balance	<u>-</u>	<u>-</u>
<u>\$ 350,017</u>	<u>\$ 350,017</u>	<u>\$ 550,017</u>		Total Requirements	<u>\$ 350,017</u>	<u>\$ 350,017</u>



Urban Renewal Agency Agenda Memo

Meeting Date: June 9, 2026
From: Esther Moberg, City Manager
Item Name: Business Oregon Brownfield Grant

Summary:

Requesting approval to accept a brownfield grant in the amount of \$60,000 awarded by Business Oregon for the assessment phase of the Brownfield located at 228 S. Main Ave. We have already contracted with ACC environmental assessment to do the preliminary assessment on the property since they were the ones to do the initial groundwater and wells testing previously on the property.

Recommendation/Suggested Motion:

I move to accept the Business Oregon brownfield grant in the amount of \$60,000.

Alternative:

Fiscal Impact:

Receive \$60,000 for the assessment phase of the brownfield remediation project.

Attachments:

1. brownfield grant

OREGON BUSINESS DEVELOPMENT DEPARTMENT
BROWNFIELDS REDEVELOPMENT FUND
GRANT CONTRACT

Project Name: 238 South Main Site Assessments and Planning

Project Number: N26014

This Grant Contract (“Contract”), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Business Development Department (“OBDD”), and City of Warrenton Urban Renewal Agency (“Recipient”) for financing of the project referred to above and described in Exhibit A (“Project”). This Contract becomes effective only when fully signed and approved as required by applicable law.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts:

Exhibit A	Project Description
Exhibit B	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

“Act” means ORS 285A.185 through 285A.188, as amended.

“Award” means the award of financial assistance to Recipient by OBDD dated 28 April 2026.

“Costs of the Project” means Recipient’s actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) eligible or permitted uses of the Grant (as defined in Section 2) under applicable state and federal statute and rule.

“Counsel” means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

“Default” means an event which, with notice or lapse of time or both, would become an Event of Default.

“Estimated Project Cost” means \$66,000.

“Grant Amount” means \$60,000.

“ORS” means the Oregon Revised Statutes.

“Project Closeout Deadline” means 90 days after the earlier of the actual Project Completion Date or the Project Completion Deadline.

“Project Completion Deadline” means 24 months after the date of this Contract.

“Project Completion Date” means the date on which Recipient completes the Project.

SECTION 2 - GRANT AWARD

OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project in the form of a grant (the “Grant”) in an aggregate amount not to exceed the Grant Amount.

Notwithstanding the above, the aggregate total of the Grant disbursed under this Contract cannot exceed the Costs of the Project.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Grant will be disbursed to Recipient on a reimbursement basis for Costs of the Project incurred by Recipient. Recipient must submit each disbursement request for Grant funds on an OBDD-provided or OBDD-approved disbursement request form (“Disbursement Request”). The final disbursement to Recipient shall not be made until OBDD has received and approved Recipient’s final project completion report, as referenced in Section 7.F.(2).
- B. Financing Availability. OBDD’s obligation to make, and Recipient’s right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Match Requirement. Recipient will provide evidence satisfactory to OBDD that it has secured and committed match funds, as required by OAR 123-135-0087, in an amount equal to 10% of the total Grant Amount. Match funds may include cash contributions, in-kind support, or other eligible resources. Documentation of matching funds must be submitted with each Disbursement Request.
- D. Payment to Contractors. OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due to them in connection with the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD’s Obligations. OBDD’s obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
 - (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all of the following conditions are met:
 - (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Brownfields Redevelopment Fund (“Fund”) for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) OBDD (a) has received a completed Disbursement Request, (b) has received written evidence of materials and labor furnished, or work performed, in connection with the Project, itemized receipts or invoices for payment, releases, satisfactions, or other signed statements or forms, as OBDD may require, (c) is satisfied that all items and costs listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, (d) has received evidence that the match requirement specified in Section 3.C. has been met, and (e) has determined that the disbursement is only for costs that constitute eligible costs under this Contract, the Act and any applicable administrative rules and policies.
 - (5) Recipient shall demonstrate, to the satisfaction of OBDD, that it has obtained all other funds that are necessary to complete the Project.

- (6) Recipient has delivered documentation satisfactory to OBDD that any requested pre-award expenditures included in the Disbursement Request meet all programmatic eligibility requirements, including, but not limited to, documentation concerning the nature of the activity, when the activity took place, and costs incurred.
- (7) Any conditions to disbursement specified elsewhere in this Contract or in the other financing documents are met.

SECTION 5 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. Recipient shall use the Grant only for the activities described in Exhibit A and according to the budget in Exhibit B. Recipient may not modify line items or amounts in the budget without the prior written consent of OBDD. Recipient will not use the Grant funds to retire any debt.
- B. Costs of the Project. Recipient shall apply the Grant to the Costs of the Project in accordance with this Contract, the Act and Oregon law, as applicable. The Grant cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project.
- C. Costs Paid for by Others. Recipient may not use any of the Grant to cover costs to be paid for by other financing for the Project from another State of Oregon agency or any third party.
- D. Misexpended or Unexpended Grant Funds. Any Grant funds disbursed to Recipient, and any interest earned by Recipient on the Grant funds, that are not used according to this Contract, or that remain unexpended after the Project Completion Deadline, the date the Project is completed, or the date that this Contract is terminated shall be immediately returned to OBDD.

SECTION 6 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded.
- B. Organization and Authority.
 - (1) Recipient is a municipality (as defined in OAR 123-135-0020(14), validly organized and existing under the laws of the State of Oregon.
 - (2) Recipient has all necessary right, power and authority under Oregon law to (a) execute and deliver this Contract, (b) incur and perform its obligations under this Contract, and (c) receive financing for the Project.
 - (3) This Contract has been duly executed by Recipient, and when executed by OBDD, is legal, valid and binding, and enforceable in accordance with its terms.
- C. Full Disclosure. Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract. Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements made from being misleading. The information contained in this Contract is true and accurate in all respects.
- D. Pending Litigation. Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

E. No Events of Defaults.

- (1) No Defaults or Events of Default exist or will occur upon authorization, execution or delivery of this Contract.
- (2) Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project, or the property on which the Project is located (the "Property") may be bound, that would materially adversely affect the Project or the ability of Recipient to perform all obligations required by this Contract.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract will not: (i) cause a breach of any agreement or other instrument to which Recipient is a party or by which the Project, the Property, or any of the property or assets of Recipient may be bound; (ii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iii) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or Recipient's properties or operations.

G. Governmental Consent. Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and for the financing and the undertaking and completion of the Project.

SECTION 7 - COVENANTS OF RECIPIENT

Recipient covenants as follows:

A. Notice of Adverse Change. Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to perform all obligations required by this Contract.

B. Compliance with Laws. Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract, and the Project. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) Prevailing Wage Requirements.
 - (a) Recipient shall comply with state prevailing wage law as set forth in ORS 279C.800 through 279C.870, and the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) (collectively, "PWR"). This includes but is not limited to imposing an obligation that when PWR applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage for workers in each trade or occupation in each locality as determined by the Commissioner of the Bureau of Labor and Industries ("BOLI") under ORS 279C.815.
 - (b) When the federal Davis-Bacon Act applies to the Project, contractors and subcontractors on the Project must pay the prevailing rate of wage as determined by the United States Secretary of Labor under the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*).
 - (c) Notwithstanding (3)(a) and (3)(b) above, when both PWR and the federal Davis-Bacon Act apply to the Project, contractors and subcontractors on the Project must pay

a rate of wage that meets or exceeds the greater of the rate provided in (3)(a) or (3)(b) above.

- (d) When PWR applies, Recipient and its contractors and subcontractors shall not contract with any contractor on BOLI's current List of Contractors Ineligible to Receive Public Works Contracts.
 - (e) When PWR applies, Recipient shall be responsible for both providing the notice to the BOLI Commissioner required by ORS 279C.835 and the payment of any prevailing wage fee(s) required under ORS 279C.825 and BOLI's rules, including OAR 839-025-0200 to OAR 839-025-0230. For avoidance of any doubt, Recipient contractually agrees to pay applicable prevailing wage fees for the Project rather than OBDD, the public agency providing Financing Proceeds under this Contract.
 - (f) Pursuant to ORS 279C.817, Recipient and any contractors or subcontractors may request that the BOLI Commissioner make a determination about whether the Project is a public works project for which payment of the prevailing rate of wage is required under ORS 279C.840 (i.e. whether PWR applies).
- C. All service providers retained by Recipient, or by Recipient's contractors or subcontractors, for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty.
 - D. Regulatory Oversight. Recipient shall comply with regulatory oversight through the appropriate Oregon Department of Environmental Quality Program.
 - E. Notifications. Recipient shall acknowledge in some public fashion, such as in promotional materials, on its web site and in public statements, that the Project was funded in part with Oregon State Lottery Funds administered by the Oregon Business Development Department.
 - F. Project Completion Obligations. Recipient shall:
 - (1) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (2) Within thirty (30) days after completion of the Project, but no later than the Project Closeout Deadline, provide OBDD with a final project completion report on a form provided by OBDD.
 - G. Financial Records. Recipient shall keep accurate books and records and maintain them according to generally accepted accounting principles established by the Government Accounting Standards Board in effect at the time. Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.
 - H. Inspections; Information. Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the Property and the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, Recipient's records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. Recipient shall supply any related reports and information as OBDD may reasonably require.
 - I. Records Maintenance. Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project, or the Grant until the date that is three years following the later of the final maturity or earlier retirement of all of the Bonds (including the final maturity or redemption date of any obligations issued to refund the Bonds) or such longer period as may be required by other provisions of this Contractor applicable law. If there are

unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved and for a period of two years thereafter.

- J. Economic Benefit Data. OBDD may require Recipient to submit specific data on the economic development benefits of the Project and other information to evaluate the success and economic impact of the Project, from the date of this Contract until six years after the Project Completion Date. Recipient shall, at its own expense, prepare and submit the data within the time specified by OBDD.
- K. Certified Firms. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses– veteran-owned businesses, and emerging small businesses...” OBDD encourages Recipient in any contracting activity to use good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/SearchCertifiedDirectory.asp?XID=2315&TN=oregon4biz>.
- L. Notice of Event of Default. Recipient shall give OBDD prompt written notice of any Event of Default, or any circumstance that with notice or the lapse of time, or both, may become an Event of Default, as soon as Recipient becomes aware of its existence or reasonably believes an Event of Default is likely.
- M.

(1) Contributory Liability and Contractor Indemnification—Tort Claims.

- (a) If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (“Third-Party Tort Claim”) against a party to this Contract(the “Notified Party”) with respect to which the other party may have liability, the Notified Party must promptly notify the other party in writing and deliver a copy of the claim, process, and all legal pleadings related to the Third-Party Tort Claim. Either party is entitled to participate in the defense of a Third-Party Tort Claim, and to defend a Third-Party Tort Claim with counsel of its own choosing. The foregoing provisions are conditions precedent for either party’s liability to the other in regards to the Third-Party Tort Claim.

If the parties are jointly liable (or would be if joined in the Third-Party Tort Claim), the parties shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable in such proportion as is appropriate to reflect their respective relative fault. The relative fault of the parties shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Each party’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if that party had sole liability in the proceeding. This Section shall survive termination of this Contract.

- (b) Recipient shall take all reasonable steps to require its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys’

fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Contractor Tort Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Contractor Tort Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by the contractor from and against any and all Contractor Tort Claims. This Section shall survive termination of this Contract.

(2) Indemnity; Release—Claims Other Than Torts.

(a) Except for Third-Party Tort Claims and Contractor Tort Claims as provided in Section M(1) above, to the extent authorized by law, Recipient shall defend, indemnify, save and hold harmless and release the State, OBDD, and their officers, employees and agents from and against any and all claims, demands, suits, actions, proceedings, losses, damages, liability and court awards including but not limited to costs, expenses, and reasonable attorneys' fees incurred (collectively, "Non-Tort Claims"), related to any actual or alleged act or omission by Recipient, or its officers, employees, contractors, or agents in connection with this Contract, or the Project, PWR or Davis-Bacon Act requirements, including without limitation, any expenses incurred or amounts paid in connection with an inquiry, investigation, audit or similar proceeding by BOLI, the U.S. Department of Labor, the Internal Revenue Service, Treasury, and any other federal, state, governmental or quasi-governmental body with regulatory jurisdiction arising from the Project or the actions or omissions of Recipient, or its officers, employees, contractors, or agents.

(b) Notwithstanding the foregoing, neither Recipient nor any attorney engaged by Recipient may defend any Non-Tort Claim in the name of the State of Oregon, nor purport to act as legal representative for the State of Oregon, without first receiving from the Oregon Attorney General in a form and manner determined appropriate by the Oregon Attorney General, authority to act as legal counsel for the State of Oregon, nor may Recipient settle any Non-Tort Claim on behalf of the State of Oregon without the approval of the Oregon Attorney General. If the State of Oregon assumes its own defense, Recipient will be liable for the attorney fees of the State of Oregon, including but not limited to any fees charged by the Oregon Department of Justice. The provisions of this section are not to be construed as a waiver by the State of Oregon, OBDD, of any immunity, defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon. If attorney fees are awarded to Recipient, such attorney fees shall not exceed the rate charged to OBDD by its attorneys.

SECTION 8 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. Any false or misleading representation is made by or on behalf of Recipient, in this Contract or in any document provided by Recipient related to this Contract or the Project.
- B. Recipient fails to perform any obligation required under this Contract, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. OBDD may agree in writing to an extension of time if it determines Recipient has instituted and is diligently pursuing corrective action.

SECTION 9 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract and any other remedies available at law or in equity to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to any one or more of the following:
- (1) Terminating OBDD's commitment and obligation to make the Grant or disbursements under this Contract.
 - (2) Barring Recipient from receiving future awards.
 - (3) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract.
 - (4) Requiring repayment of the Grant and all interest earned by Recipient on those Grant funds.
 - (5) Terminating the Contract.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 9.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; then, as applicable, to repay any Grant proceeds owed; then, to pay other amounts due and payable under this Contract, if any.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 8 of this Contract.
- D. Default by OBDD. If OBDD is in default under this Contract, Recipient's sole remedy will be, within the limits set forth in this Contract, disbursement of funds for Costs of the Project incurred during the term of the Contract, less any claims OBDD has against Recipient.

SECTION 10 - MISCELLANEOUS

- A. Time is of the Essence. Recipient agrees that time is of the essence under this Contract.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.
 - (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
 - (4) Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract without the prior written consent of OBDD. OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel. Any approved assignment is

not to be construed as creating any obligation of OBDD beyond those in this Contract, nor does assignment relieve Recipient of any of its duties or obligations under this Contract.

- (5) Recipient hereby approves and consents to any assignment, sale or transfer of this Contract by OBDD.

C. Disclaimer of Warranties; Limitation of Liability. Recipient agrees that:

- (1) OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) In no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same by registered or certified mail, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective on the date indicated in the confirmation of delivery. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the receiving party's email system or by any other technological means that the notice has been received by the receiving party's email system or 2) the receiving party's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Deputy Director
Oregon Business Development Department
775 Summer Street NE Suite 310
Salem, OR 97301-1280

If to Recipient: City of Warrenton Urban Renewal Agency
City Manager
225 S. Main Avenue
Warrenton, OR 97146

Mailing Address: PO Box 250
Warrenton, OR 97146

- E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.
- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and signed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.

- H. Attorneys' Fees and Other Expenses. Subject to any limitations provided under the Oregon Constitution or the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys fees and costs at trial and on appeal. Reasonable attorneys fees cannot exceed the rate charged to OBDD by its attorneys in connection with the applicable dispute.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) constitutes the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

SIGNATURES TO FOLLOW BELOW

Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.



STATE OF OREGON
acting by and through its
Oregon Business Development Department



CITY OF WARRENTON URBAN RENEWAL AGENCY

By: _____
Edward Tabor, Infrastructure &
Program Services Director

By: _____
The Honorable Henry A. Balensifer III, Mayor

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

Not Required per OAR 137-045-0030

EXHIBIT A - PROJECT DESCRIPTION

Recipient will contract with qualified Oregon licensed environmental professionals to perform the following work and assessments at the property commonly identified as 238 S. Main Avenue in Warrenton, Oregon.

- Phase I Environmental Site Assessment (ESA)
- Limited Phase II ESA
- Hazardous Building Materials Survey (HMBS)
- Remedial Action Plan (RAP)

Activities above will be completed according to Oregon Department of Environmental Quality (DEQ) standards where applicable. The recipient shall submit all reports and findings to OBDD and DEQ for review and comment.

EXHIBIT B - PROJECT BUDGET

Line Item Activity	OBDD Funds	10% Match Funds	Total
Environmental Site Assessments; Hazardous Building Materials Survey; Remedial Action Plan	\$60,000	\$6,000	\$66,000
Total	\$60,000	\$6,000	\$66,000