



ALBANY CITY COUNCIL AGENDA

Monday, February 10, 2025
4:00 p.m.

Council Chambers, City Hall
333 Broadalbin Street SW

Watch on YouTube: <https://www.youtube.com/user/cityofalbany>

Please help us get Albany's work done.

Be respectful and refer to the rules of conduct posted by the main door to the Chambers and on the website.

1. Call to order and roll call
2. Business from the public
3. State of the Court Presentation – Jessica Meyer/Jeanna Yeager [Verbal] Information
4. Cooperative Purchase Playground and Turf Deerfield Park – Kim Lyddane [Pages 2-25] Information
5. Intergovernmental Agreement with DCBS Building Codes Division – Johnathan Balkema [Pages 26-28] Direction
6. 205 Madison Property Disposition Discussion – Anne Catlin/Matthew Ruettgers [Pages 29-86] Direction
7. Business from the council
8. City manager report
9. Adjournment

This meeting is accessible to the public via video connection. The location for in-person attendance is accessible to people with disabilities. If you have a disability that requires accommodation, please notify city staff at least 48 hours in advance of the meeting at: cityclerk@albanyoregon.gov.

Testimony provided at the meeting is part of the public record. Meetings are recorded, capturing both in-person and virtual participation, and are posted on the City website.

albanyoregon.gov





MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Kim Lyddane, Parks and Recreation Director

DATE: February 10, 2025, City Council Work Session; and February 12, 2025, City Council Meeting

SUBJECT: Exemption from Competitive Bidding to Purchase Playground Equipment for Deerfield Park
Relates to Strategic Plan theme: An Effective Government; A Safe City

Action Requested:

Staff recommends city council, acting as the local contract review board, approve by resolution an exemption from the competitive bidding process for the purchase of playground equipment and related turf safety surfacing from Ross Recreation Equipment Company, Inc., through a cooperative contract with National Purchasing Partners (NPP), and authorize the parks and recreation director to execute a contract with Ross Recreation Equipment Company, Inc. for \$426,313.

Discussion:

Deerfield Park was identified in the 2021 Parks Master Plan for rehabilitation. Using Oregon Parks and Recreation Local Government Grant funds, in addition to department funds, playground equipment will be needed for the upcoming park refurbishment. The new playground will include a 6,500 square feet universally accessible play area with new accessible play equipment and accessible play surfacing.

Landscape Structures, Inc. (LSI) is a leader in the industry for recreation and play equipment. Ross Recreation Equipment Company, Inc., is a local distributor of Landscape Structures, Inc. products. National Purchasing Partners is a City approved cooperative network and has an interstate cooperative purchasing agreement with Ross Recreation Equipment, Inc. to provide playground equipment and installation that meets the design needs and sensory requirements for Deerfield Park.

As the lead public agency for National Purchasing Partners, in Seattle, WA, the League of Oregon Cities conducted a formal, competitive Request for Proposals (RFP), No. 2060, for Park, Playground and Recreation Equipment, on October 14, 2020. The contract was awarded to Ross Recreation Equipment, Inc., with a condition that the Master Price Agreement's price, terms, and conditions may be used by participating agencies in the United States. The solicitation and the resulting contract meet the requirements of ORS 279A.220 and OAR 137-046-0400 to 480 for cooperative procurement use and include advertisement in the Daily Journal of Commerce in Oregon.

Budget Impact:

The Deerfield Park playground equipment and installation cost will not exceed \$426,313 and will be paid for out of Park Maintenance (20250035). This grant is funded through state lottery dollars.

KL:dm

Attachments

- Resolution

- Playground Quote
- ForeverLawn Quote
- PIP Quote



A RESOLUTION APPROVING AN EXEMPTION FROM COMPETITIVE BIDDING REQUIREMENTS AND APPROVING THE USE OF A COOPERATIVE PURCHASING METHOD TO ACQUIRE PLAYGROUND EQUIPMENT FOR DEERFIELD PARK; AND AUTHORIZING THE PARKS AND RECREATION DIRECTOR TO EXECUTE A CONTRACT TO PURCHASE PLAYGROUND EQUIPMENT USING A COOPERATIVE CONTRACT BETWEEN NATIONAL PURCHASING PARTNERS AND ROSS RECREATION EQUIPMENT COMPANY, INC. NOT TO EXCEED \$426,313

WHEREAS, Deerfield Park was identified for refurbishment in the 2021 Parks Master Plan; and

WHEREAS, the refurbishment is funded through department funds in addition to \$485,000 from the Oregon Parks and Recreation Department (OPRD) Local Government Grant Program; and

WHEREAS, the refurbishment includes purchase and installation of new playground equipment and playground surfacing, an upgrade to the existing basketball court, addition of assessable pathways, and the addition of a nine-hole disc golf course; and

WHEREAS, National Purchasing Partners (NPP), based in Seattle, WA, is an interstate cooperative purchasing network, offering a portfolio of competitively bid and publicly awarded contracts to its members nationwide; and

WHEREAS, Oregon Revised Statutes 279A.220 and Oregon Administrative Rules 137-046-0400 to 480 allow local governments access to competitively bid contracts using interstate cooperative procurements for the purchase of goods and services; and

WHEREAS, the lead public agency for NPP, the League of Oregon Cities conducted a formal, competitive request for proposals for park, playground and recreation equipment (No. 2060) that includes cooperative language for participating agencies to use and was advertised in the Daily Journal of Commerce in Oregon; and

WHEREAS, a contract was awarded to Ross Recreation Equipment Company, Inc., on March 22, 2021, and extended through March 21, 2025, with a condition that the Master Price Agreement's price, terms, and conditions could be assigned to NPP members; and

WHEREAS, the Master Price Agreement includes specifications for playground equipment and playground surfacing from Landscape Structures Inc. that meet the needs of Deerfield Park.

NOW, THEREFORE, BE IT RESOLVED that the Albany City Council approve an exemption from the competitive bidding requirements, and approve the use of an interstate cooperative purchasing method to acquire Landscape Structures Inc. playground equipment and related surfacing for Deerfield Park through an existing contract between National Purchasing Partners and Ross Recreation Equipment Company, Inc.; and

BE IT FURTHER RESOLVED that the Albany City Council authorize the parks and recreation director to execute a contract with Ross Recreation Equipment Company, Inc. not to exceed \$426,313 for the purchase of Landscape Structures Inc. playground equipment and related surfacing.

DATED AND EFFECTIVE THIS 12TH DAY OF FEBRUARY 2025.

Mayor

ATTEST:

City Clerk

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:
ROSS RECREATION EQUIPMENT, INC.
100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404
707.538.3800 - accounting@rossrec.com

Quote #: 00046275
Quote Name: Landscape Structures Design #1186699-01-02 Including Installation Services
Quote Total: \$241,375.33
NPP Contract: PS21070

Shipping Address:
Albany Parks & Recreation
3650 Dogwood Ave. SE
Albany, Oregon 97322

Billing Address:
Albany Parks & Recreation
P.O. Box 490
Albany, Oregon 97322

Quote Date: 1/7/25
Expiration Date: 3/14/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Deerfield Park LSI	6-8 weeks	Len Fransen	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	PlayBooster , 5-12	Landscape Structures PlayBooster, Ages 5-12 / 2-12 Design #1186699-01-02 - Including Installation Services. Colors TBD Prior to Final Order Consisting of the following: 1 182503C Welcome Sign (LSI Provided) Ages 5-12 years Direct Bury Freestanding Play Swings 1 221292A 5" Arch Swing Frame 8' Beam Height Only 1 221293A 5" Arch Swing Frame Additional Bay 8' Beam Height Only 1 237294A Friendship Swing w/5" Arch Frame Additional Bay ProGuard Chains 2 174018A Belt Seat ProGuard Chains for 8' Beam Height 1 177351A Molded Bucket Seat w/Harness ProGuard Chains for 8' Beam Height 1 218671C Molded Bucket Seat 2-5 w/Harness ProGuard Chains 8' Beam Height Structures 1 254626A SUPER NETPLEX 12FT SINGLE TOWER Motion & More Fun 1 248819B We-Go-Round w/Perf Panels And w/3 Seats 1 186490A We-saw DB Only 1 247179A CURVA SPINNER DB Sensory Play 1 168099A Cozy Dome DB	\$178,310.00	\$178,310.00
1.00	Install - Play Equipment	Installation of Landscape Structures (PlayBooster) design #1186699-01-02 by a manufacturer certified installer. Quoted at Prevailing Wage Rates for 2025	\$59,914.00	\$59,914.00

Quote does not include any additional labor, union or wage requirements. If project has additional labor requirements, additional costs will be incurred through a change order to the originally quoted labor prices shown on this quote unless otherwise noted.

*Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred.

*Installation quoted includes standard manufacturer provided footing details. If different and/or engineered footing details are provided by the contractor/owner/specifier, a change order will be required.

*Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.



NPP CONTRACT

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1.00 NPP Ross Please Provide Customer NPP # (\$12,481.70) (\$12,481.70)
Discount

Totals

County/ City Tax	(Oregon State Tax 0.0000 %)	Materials	\$165,828.30
		Sales Tax	\$0.00
		Labor/ Fees	\$59,914.00
		Freight	\$15,633.03
		Total	\$241,375.33

Notes to Customer



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Deerfield Park Playground

NPP Contract Document

PREPARED FOR:

Albany Parks & Recreation
P.O. Box 490
Albany, Oregon 97322
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement (“Contract”) between Albany Parks & Recreation (“Customer”) and Ross Recreation Equipment (“Ross Recreation”). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **3/14/25**.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms and payment for materials is required regardless of installation status.

Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(Oregon State Tax 0.0000 %)**.

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation’s start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.

1. PRE-DELIVERY INSTRUCTIONS:

100 Brush Creek Rd, #206, Santa Rosa, CA 95404 • 707.538.3800 • www.rossrec.com •
CA Contractors License #520752 • OR Contractors License #186870 • Tax ID #68-0103540

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The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing

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Quote Total: \$241,375.33
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materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown

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site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.

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12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments. The signature below accepting this proposal will constitute a purchase order only upon Ross Recreation Equipment, Inc.'s approval. Customer receipt of an order acknowledgment constitutes such approval.

Customer Signature

Customer Print Name

Date



NPP CONTRACT

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 100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404
 707.538.3800 - accounting@rossrec.com

Quote #: 00046392
Quote Name: ForeverLawn
 Playground Grass Ultra - 2" Foam - W/
 Installation Services Included
Quote Total: \$177,698.15
NPP Contract: PS21070

Shipping Address:
 Albany Parks & Recreation
 ATTN: Kim Lyddane
 Final Delivery Address TBD
 Albany, Oregon 97322

Billing Address:
 Albany Parks & Recreation
 P.O. Box 490
 Albany, Oregon 97322

Quote Date: 1/22/25
Expiration Date: 4/11/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Deerfield Surfacing	4-6 weeks	Len Fransen	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	ForeverLawn Playground Grass	<p>ForeverLawn Playground Grass Ultra Square Footage: 6,690 sqft of Turf Required to Cover All Areas (per takeoff) SafetyFoam Thickness: 2" (per 8' ans 12' CFH of play equipment) Includes: Playground Grass Ultra, SafetyFoam, Envirofill (non-rubber) Coated Sand Infill and installation supplies (Seam Tape and Glue).</p> <p>Any change in product type, SafetyFoam thickness or critical fall height, square footage or area dimensions will require a change order. *Quote does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted aggregate stone. More details available upon request. *Price does not include nailer board which is required around the perimeter border. Nailer board to be provided by others. *It is the responsibility of the General Contractor to verify all material details and square footages prior to placing an order. Any revision to materials will require a revised quote and may result in a price increase. *Artificial grass blade fibers are constructed of polyethylene, which can melt / discolor if exposed to high heat. Please be mindful of high temperatures if this product will be installed on a rooftop, in a southern facing direction and / or near high-energy efficient windows. If the project / surfacing application needs heat resistant artificial grass, it will have to be re-quoted with a nylon-based product, such as Fusion, and costs may change.</p>	\$83,412.12	\$83,412.12
1.00	Install - Artificial Grass	<p>Installation of Playground Grass Ultra. Includes Supply and Installation of Nailer Boards</p> <p>Price does not include sub-base preparation, drainage or any other materials/labor. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper depth from finish grade. Surfacing will be installed to follow slope of the sub-base. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted. *Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. More details available upon request. Other sub-bases are not acceptable and Ross Recreation will not install rubberized surfacing over other sub-base materials.</p>	\$63,354.00	\$63,354.00
1.00	Surfacing-Loose Fill Rubber	<p>Surfacing-Loose Fill Rubber - 1,702 Sqft at 4" Depth - For Under Tower Area / Combines with Safety Foam for 12' CFH Protection</p>	\$4,800.00	\$4,800.00



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Installation Services Included
Quote Total: \$177,698.15
NPP Contract: PS21070

1.00 NPP Ross Please Provide Customer NPP #M-5700688 (\$6,672.97) (\$6,672.97)
Discount

Totals	
County/ City Tax (Oregon State Tax 0.0000 %)	
Materials	\$81,539.15
Sales Tax	\$0.00
Labor/ Fees	\$63,354.00
Freight	\$32,805.00
Total	\$177,698.15

Notes to Customer



NPP CONTRACT

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Deerfield Park Playground

NPP Contract Document

PREPARED FOR:

Albany Parks & Recreation
P.O. Box 490
Albany, Oregon 97322
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

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Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(Oregon State Tax 0.0000 %)**.

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.

1. PRE-DELIVERY INSTRUCTIONS:

100 Brush Creek Rd, #206, Santa Rosa, CA 95404 • 707.538.3800 • www.rossrec.com •
CA Contractors License #520752 • OR Contractors License #186870 • Tax ID #68-0103540 • DIR 1000003500

ALL PURCHASE ORDERS, CONTRACTS, AND CHECKS TO BE MADE OUT TO:

ROSS RECREATION EQUIPMENT, INC.
100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404
707.538.3800 - accounting@rossrec.com

Quote #: 00046392
Quote Name: ForeverLawn
Playground Grass Ultra - 2" Foam - W/
Installation Services Included
Quote Total: \$177,698.15
NPP Contract: PS21070

The contractor must notify Ross Recreation of any requested delivery changes at least two (2) weeks prior to shipment. If the delivery address on the contract is not correct, please contact our office immediately as a re-consignment fee may be added if materials ship and the delivery address is changed. If Ross Recreation is not installing your equipment, you are responsible for offloading and having equipment for offloading the shipment (i.e. - forklift or similar); the truck driver is not obligated to offload your shipment. If Ross Recreation is installing your equipment, the installers will offload the equipment. It is your responsibility to mark all underground utilities before installation (call USA North, 1-800-227-2600).

2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing

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materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

8. EXCLUSIONS/CLARIFICATIONS:

Permits, permit fees, licenses, inspections, site work, and any materials or labor unless specifically quoted and included in the approved scope of work are excluded.

Mobilization: Labor quoted by Ross Recreation is for one move-in and one move-out mobilization. Delays and/or multiple mobilizations due to inadequate site prep, project delays, or other reasons will require an additional mobilization fee by Ross Recreation.

Site Access: Customer must ensure that the site may be accessed by large machinery or equipment (i.e. a Bobcat tractor, lift, etc.) for use of moving equipment, footing excavation, and performing required installation work. Site access must be free from curbs, concrete walkways, fencing, plantings, etc. If such conditions exist, Ross Recreation will do our best to gain access with minimal damage but will not be responsible for needed repairs made due to limited access to the site.

Labor/Installation: Ross Recreation will provide materials and installation (if applicable and quoted) only as quoted and per each manufacturer's installation specifications, guidelines, and standard footing details. Installation includes the layout of the equipment, post-footing excavation based on the manufacturer's standard footing details and specifications, concrete for footings, and complete assembly/installation of the purchased materials unless stated otherwise.

Underground Utilities: Services for underground utilities that are not marked by USA or other location services are not the responsibility of Ross Recreation. If utilities are inadvertently affected and damaged during the installation and completion of Ross Recreation's scope of work, Ross Recreation is not liable for repair nor any associated repair costs incurred by footing and/or excavation work. Scan/X-ray services prior to the start of work to better identify utilities is highly recommended.

The correct and determined location of the equipment/structure(s) is the sole responsibility of the owner or designated architect, engineer or designer of the project. If the relocation of the equipment/structure(s) is required due to unknown

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site conditions, permits, project approvals or other occurrences, additional costs may be incurred for re-mobilization, new site considerations and conditions and/or other project specifics.

Existing ground cover or surfacing materials interfering with the installation will require a change order to include removal and/or disposal of materials. Landscape repairs are excluded, including irrigation or/and lines interfering with installation.

Third-party playground equipment inspection/certification to be completed independently from this contract and by others.

Project Security: Ross Recreation requires that the customer provide a secure site for the materials and installation of equipment and surfacing. Ross Recreation is not responsible for providing site security nor safeguarding the worksite and providing materials against theft, vandalism, or other criminal activities unless specifically included in the scope of work. Any costs are the responsibility of the customer/Owner.

For rubberized surfacing installations, Ross Recreation will require the use of temporary cyclone fencing or a security guard for the curing period following the installation of the rubberized surfacing. If fencing or security is declined, Ross Recreation will require a waiver form provided and signed by the customer accepting liability for securing the site during the surfacing cure time of forty-eight hours.

Ross Recreation excludes any work or items not explicitly listed in the ordered quote and scope of work or otherwise included by reference in this contract. Any additional materials and/or work requested shall be subject to a separate agreement or Change Order.

9. CLEAN-UP:

If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

10. ARBITRATION:

Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.



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12. ASSIGNMENT:

Neither party may assign this contract without the written consent of the other party.

13. HAZARDOUS MATERIALS:

Unless specifically called out in the contract, this contract does not contemplate the removal or disturbance of asbestos, lead, mold or other hazardous material. The Contractor or Owner warrants that no such material is present. In the event that such material is encountered, Ross Recreation shall stop work immediately and will not start work again until such hazardous materials are clear of the site.

14. NON UNION CONTRACTORS:

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions; however compliance with prevailing wage rate requirements will occur in compliance with the Department of Industrial Relations (DIR) guidelines. If union enrollment is required by Ross Recreation's subcontractor and they are able, willing and agree to the enrollment for completion of this project, Ross Recreation will require a change order to cover the costs on a per project enrollment and additional wage/benefit requirements.

15. CONTRACTORS:

Contractors are required by law to be licensed, bonded, and regulated by the Contractor's State License Board whose address is:

Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments. The signature below accepting this proposal will constitute a purchase order only upon Ross Recreation Equipment, Inc.'s approval. Customer receipt of an order acknowledgment constitutes such approval.

Customer Signature

Customer Print Name

Date



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 100 BRUSH CREEK RD, #206 SANTA ROSA, CA. 95404
 707.538.3800 - accounting@rossrec.com

Quote #: 00046390
Quote Name: Surface America PIP
 3.5" and 5.5" - 5,580 w/ Installation Services
Quote Total: \$187,937.23
NPP Contract: PS21070

Shipping Address:
 Albany Parks & Recreation
 ATTN: Kim Lyddane
 Final Delivery Address TBD
 Albany, Oregon 97322

Billing Address:
 Albany Parks & Recreation
 P.O. Box 490
 Albany, Oregon 97322

Quote Date: 1/22/25
Expiration Date: 5/16/25

Opportunity Name	Lead Time	Sales Representative	Payment terms
Deerfield Surfacing	4-6 weeks	Len Fransen	Net 30 On Materials Shipment

QTY	PRODUCT	DESCRIPTION	UNIT PRICE	SUBTOTAL
1.00	PIP Rubber	<p>Surface America Poured-In-Place Rubber Safety Surfacing Materials: Square Footage: 5,580 sqft (per takeoff) Thickness: 3.5" and 5.5" (per 8' and 12' CFH of play equipment) Binder: Aliphatic Color: 100% Color or Mix (Colors TBD)</p> <p>Rubber surfacing will follow the contour of the sub-base and will be 3.5" and 5.5" thick as required throughout the area. Any change to color, thickness, square footage or binder type will require a change order. It is the responsibility of the General Contractor to verify all colors and square footage prior to placing an order. Any changes will require a revised quote and may result in a price increase. Pricing does not include sub-base materials. Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. More details available upon request.</p> <p>Thicknesses quoted to meet industry standards for ASTM testing of 1000 HIC/200 GMax.</p>	\$123,132.00	\$123,132.00
1.00	Install - Rubber Surfacing	<p>Installation of Surface America Poured-in-Place rubber surfacing for 5,580 square feet at a 3.5" and 5.5" thickness by a manufacturer certified installer.</p> <p>Price does not include sub-base preparation, drainage, design work or inspections. General contractor is responsible for verifying that quoted material meets all details and that sub-base is prepared at the proper depth from finish grade. Surfacing will be installed to follow slope of the sub-base and thickness of safety surfacing quoted to be kept consistent. Surfacing will not be installed thicker over drains unless requested. Please advise if surfacing is to be installed in any other manner, so quote can be adjusted. *Thicknesses installed to meet industry standards for ASTM testing of 1000 HIC/200 GMax. *Installations over 1,800 sq ft or repairs to existing surfacing will have seams in the finished surface. *Acceptable sub-base materials include: Concrete, Asphalt or Compacted Aggregate Class II Base Rock. If compacted aggregate is the sub-base, Ross Recreation will require: Class II base rock with fines, minimum of 4" compacted to 90-95%, sloping 1-1.5%; any other base rock conditions will void the surfacing</p>	\$56,246.00	\$56,246.00



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warranty. More details available upon request. Other sub-bases are not acceptable and Ross Recreation will not install rubberized surfacing over other sub-base materials.

1.00	NPP Ross Discount	Customer NPP #M-5700688		(\$4,925.28)	(\$4,925.28)
Totals					
County/ City Tax	(Oregon State Tax 0.0000 %)				
			Materials		\$118,206.72
			Sales Tax		\$0.00
			Labor/ Fees		\$56,246.00
			Freight		\$13,484.51
			Total		\$187,937.23

Notes to Customer



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Deerfield Park Playground

NPP Contract Document

PREPARED FOR:

Albany Parks & Recreation
P.O. Box 490
Albany, Oregon 97322
Credit Terms: Net 30 On Materials Shipment

GENERAL TERMS:

Thank you for choosing Ross Recreation Equipment for your project. This document outlines the arrangements for your selected products, labor and services. It will serve as a Contract Agreement ("Contract") between Albany Parks & Recreation ("Customer") and Ross Recreation Equipment ("Ross Recreation"). All arrangements described in this Contract will be confirmed by returning your signed Contract Agreement no later than **5/16/25**.

This Contract contains the entire agreement between Ross Recreation and the Customer and takes precedence over all previous quotations, estimates and agreements. No changes, amendments or modifications of this Contract shall be valid unless made in writing and signed by both parties.

Ross Recreation coordinates the ordering, production and shipment of materials with the installation of those materials, if we are providing installation of your equipment. Site readiness is a critical component of shipping coordination. If project and/or site readiness changes after materials are already produced, neither the manufacturer nor Ross Recreation, can hold and store such materials. Once materials ship, the materials will be invoiced based on customer's terms and payment for materials is required regardless of installation status.

Credit terms are established by Ross Recreation and for this order are as follows: **Net 30 On Materials Shipment**. Pay when paid by the Owner is not accepted as alternative payment terms.

Sales tax rates will be charged and determined by the Department of Tax and Fee Administration at the time of shipping. Any changes to the County/City tax rate and/or a change to the ship to location may affect the final total due on this contract. The customer is responsible for these sales tax changes. For this order, the sales tax rate is as follows: **(Oregon State Tax 0.0000 %)**.

Labor costs quoted and contracted are good for six months. If the duration and/or timeline of the project and Ross Recreation's start date is extended beyond six months from the time of an executed contract, additional costs may be incurred reflecting current labor costs at the time the labor is performed.

1. PRE-DELIVERY INSTRUCTIONS:

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2. DELIVERY INSTRUCTIONS:

Make sure the materials and quantities match the freight bill/Bill of Lading (BOL) you are signing to ensure you are receiving a complete and intact shipment. Make sure all pieces you are receiving are correctly addressed to the project and site, as trucks carry multiple shipments. Any shortages or visible damage must be noted on both copies of the freight bill/Bill of Lading (BOL), and both copies signed. Jointly inspect each delivered piece for signs of damage (i.e. torn packaging, punctures, etc.) with the driver. Notations on the freight bill/Bill of Lading (BOL) should be as detailed as possible to avoid controversy at a later date if a claim is necessary. Taking photos of any damaged packaging is highly recommended for documentation.

2. POST-DELIVERY INSTRUCTIONS:

After receipt of order, inventory your shipment. All shortages must be reported within thirty (30) days of receiving your order. When inspecting the equipment, please minimize the amount of tearing of the packaging and do not dispose of packaging. If concealed damage is found, a Carrier inspection must take place within fifteen (15) days from the time of delivery to protect your rights as the Consignee. Store your equipment in a safe and secure location before installation. Returns are subject to a restocking fee. Credit on returns is contingent upon credit issued from the manufacturer. Materials must be packaged well and received at the manufacturer in new and resalable condition.

3. DELAY:

Ross Recreation shall be excused for any delay in completion of the contract caused by acts of God, acts of the Owner or Contractor or the Owner's or Contractor's agent, employee or independent contractor, weather, labor trouble, acts of public utilities, public bodies or inspectors, extra work, failure of the Owner or Contractor to make progress payments promptly, or other contingencies unforeseeable by or beyond the reasonable control of Ross Recreation.

4. CONTRACT, PLANS AND SPECIFICATIONS:

The contract, plans and specifications are intended to supplement each other. In case of conflict, the specifications shall control the plans, and the provisions of this contract shall control both. The Project will be constructed according to the plans and specifications and any addenda, which have been signed by the parties hereto.

5. CHANGE ORDERS:

Should the Contractor, Owner, inspector or other person direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly. Modifications or additions to the work shall be executed only when a contract Change Order has been signed by both the Contractor and/or Owner and Ross Recreation. The change in the contract price caused by such contract Change Order shall be as agreed and approved in writing. If the parties are not in agreement as to the change in Contract Price, then Ross Recreation's actual cost for all labor, materials, subcontracts and costs associated with the change in scope, plus Ross Recreation's fee of twenty-five percent (25%) shall be the change in the final contract price and final amount due. Ross Recreation shall promptly notify the Contractor or Owner of (1) a site differing materially from those indicated in this contract, (b) unknown physical conditions differing

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materially from those originally encountered and generally recognized as inherent in the work of the character provided for in this contract, or (c) any additional materials needed to complete the agreed upon scope of work. Any expenses incurred due to such conditions shall be paid for by Contractor or Owner as added work as outlined above.

6. RIGHT TO STOP WORK:

Ross Recreation shall have the right to stop work if any payment is not made under this Agreement and set credit terms. Ross Recreation may keep the job idle until all payments due are received. In the alternative, Ross Recreation may, at its option, terminate the contract and recover from the Contractor or Owner payment for all work executed to the date of such termination.

7. SITE CONDITIONS:

Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high-water table, unknown obstructions (ie - old footings, concrete, pipes, conduits, etc), and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. Ross Recreation is not responsible for any additional costs or delays caused by unforeseen site conditions, including but not limited to contaminated soil, hidden utilities, archaeological findings, or other site conditions.

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If Ross Recreation is installing your equipment, upon completion of work, Ross Recreation will remove debris and surplus material created by its operation on Owner's property and leave the area where the construction occurred in a neat and broom clean condition.

Off haul of spoils from footings or other construction work is excluded from Ross Recreation's scope of work unless otherwise noted. The customer is to provide a location for spoils to be stored/distributed on-site. If spoils are to be removed from the site, Ross Recreation must be notified and included in the agreed scope of work.

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Any controversy arising out of this contract, construction of the project referred to in this contract or regarding the interpretation of this contract, or any subcontract or sub-subcontract is subject to arbitration. Arbitration shall be had in accordance with the applicable rules of the American Arbitration Association which are in effect at the time the Demand for Arbitration is filed.

11. ATTORNEY FEES:

In the event, the parties hereto become involved in litigation arising out of this contract, or the performance or breach thereof, the court or arbitrator, in such litigation, or in separate suit, shall award reasonable costs, expenses, and attorney's fees to the prevailing party. The court or arbitrator shall not be bound by any court fee schedule and shall award the full amount of costs, expenses, and attorney's fees incurred in good faith.



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Contractor's State License Board
P.O. Box 26000
Sacramento, CA 95826

SIGNATURES: In witness whereof, both of the Parties have executed this Contract, both Parties by its representative, as of the day and year set forth below. The signature assumes acceptance of stated payment terms. 2% per month late fees will be charged on delinquent payments. The signature below accepting this proposal will constitute a purchase order only upon Ross Recreation Equipment, Inc.'s approval. Customer receipt of an order acknowledgment constitutes such approval.


Customer Signature


Customer Print Name


Date



MEMO

TO: Albany City Council 

VIA: Peter Troedsson, City Manager
Matthew Ruetters, Community Development Director 

FROM: Johnathan Balkema, Building Official Manager 

DATE: January 28, 2025, for the February 10, 2025, City Council Work Session

SUBJECT: Intergovernmental Agreement with DCBS Building Codes Division
Relates to Strategic Plan theme: An Effective Government

Action Requested:

Council direction on an intergovernmental agreement between the Community Development Department's Building and Electrical Inspection Program and the state of Oregon's Department of Consumer and Business Services (DCBS): Building Codes Division for Building Evaluation Services.

Discussion:

The City of Albany's Building Division operates the building and electrical inspection program within the jurisdictional boundaries of the City of Albany under a delegation of authority from the state of Oregon's Department of Consumer and Business Services' Building Code's Division (BCD). As part of this delegation, we are required to perform inspections and plan reviews within the timelines established under Oregon Administrative Rule (OAR) and Oregon Revised Statutes (ORS).

To meet requirements, we rely on employees with various certifications. Because certification requirements vary based on project type and discipline, it is not always feasible or fiscally responsible to have redundancy in house to cover absences and separations. To address this need, the Building Division has exclusively relied on contracts awarded through a request for proposals process (RFP). Due to the limited number of contract companies and their shared difficulty in recruiting those more rare, certified staff, there have been occasional occurrences where we had to limit inspection capacity to the minimum allowed under rule.

To help address this challenge, BCD has created a new master intergovernmental agreement (IGA) they are referring to as Building Evaluation Services Agreement (BESA). Under the BESA program a local jurisdiction can enter the program and request coverage in areas including inspections and plan review from other participating jurisdictions at a predetermined rate and repayment terms. While this program does not replace jurisdiction's ability to have an individual IGA with a neighboring jurisdiction, it does allow us to be part of a larger pool of inspectors and examiners for when needs arise and we are unable to cover our customers in-house or through our contract companies.

Budget Impact:

The cost of the services provided within this IGA are within the adopted budget for contractual services. This agreement does create the potential for limited additional revenue, not accounted for in the adopted budget, if our services are provided with a requesting jurisdiction.

JB:km

Attachment (1): BCD BESA Informational Backgrounder

**Oregon**

Tina Kotek, Governor

Department of Consumer
and Business Services**Date:** Oct. 1, 2024**Subject:** Building Evaluation Support Agreement Informational Backgrounder**Background:**

In response to industry needs for increased resources for building official, plan review and inspection services, the Oregon Building Codes Division (BCD) has created an interagency agreement that will make it easier for jurisdictions to share resources directly with each other. The Building Evaluation Support Agreement (BESA) will be a voluntary, multilateral mutual aid agreement (Multilateral Agreement) that building departments may use to request and share Building Official services between departments, such as plan review and inspection services.

By using BESA, the requesting building department and the service provider department ("Joining Parties") will agree to the basic terms outlined in the Agreement. All building departments signatory to the agreement will be able to share staff resources with each other. BESA promotes efficiency by eliminating the need to negotiate and execute new interagency agreements every time mutual aid is requested or required. Being able to offer mutual aid allows jurisdictions to keep their projects moving, while not having to carry the added expense of unused labor capacity.

Questions:

1. What are the costs for using BESA?
2. How does a building department begin using BESA?
3. How long is the agreement valid for?
4. Is the agreement limited to specific services?
5. What is the effect of the BESA on any preexisting mutual aid agreements that a jurisdiction may have with other building departments?

Answers:

1. As stated in section V of the agreement, the requesting party agrees to pay the service provider on a quarterly basis, at a rate that involves one of the following options:
 - a) Ninety percent (90%) of the plan review fee collected by the requesting party for plan reviews completed under this agreement.
 - b) Ninety percent (90%) of the permit fee collected by the requesting party for permitted work where BCD will conduct all associated inspections with the permit.
 - c) Eighty-five dollars (\$85.00) per hour for work not identified in (a) or (b).



- d) For each month that service provider provides interim building official services, but no inspection or plan review services, 10% of all building code related fees collected by requesting party.
2. To begin receiving and / or providing services, each party must agree to the terms as outlined in the BESA by executing an “Undertaking to Join” form. BCD will have a current list of joining parties, along with their signed undertakings, publicly available on the BCD website. This will allow for joining parties to communicate directly with each other.
 3. Agreements will be valid from the time a joining party executed and delivered it’s Undertaking to Join form. Undertakings will expire on June 30, 2034.
 4. As described within Section IV “Statement of Work” of the agreement, the only services that will be provided under the agreement are those requested by the requesting party and as service provider has available staff to complete the requested work.
 5. None. The intent is not to limit options for building departments. The intent of the language at Section XVIII of the agreement is that execution of the BESA “...supersedes any and all prior or contemporaneous negotiations or agreements between the Joining Parties, or any of them, whether written or oral, concerning the subject matter of this Agreement...”. BESA only supersedes any prior multilateral mutual aid agreements between the participating jurisdictions. Execution of the BESA is not intended to supersede any other bilateral mutual aid agreements that a jurisdiction may have with other building departments. If a building department has mutual aid agreements with other departments, it may choose to continue to operate under those agreements or it may choose to operate under the terms of BESA. It can choose on a case-by-case basis which agreement to use.

For additional information, please visit the BESA webpage by scanning the QR code:





MEMO

TO: Albany City Council

VIA: Peter Troedsson, City Manager

FROM: Matthew Ruetters, Community Development Director 
Anne Catlin, Comprehensive Planning Manager 

DATE: January 31, 2025, for the February 10, 2025, City Council Work Session

SUBJECT: Discussion Regarding Real Property at 205 Madison Street NE

Relates to Strategic Plan theme: A Healthy Economy, A Safe City, Effective Government.

Action Requested:

Staff requests the city council discuss city needs and outcomes for the City owned lot at 205 Madison Street NE (Madison Property) and, if determined surplus, provide direction to staff on the desired disposal process and timeframe.

Background:

In 2013, the City acquired the 205 Madison Street NE property along Water Avenue as part of a settlement and franchise agreement with BNSF Railroad. The almost one-acre (41,668 square feet) property abuts the railroad tracks and is surrounded by the Edgewater Village residential development. The property is zoned WF, Waterfront, a mixed-use zone that allows a variety of housing choices and a mixture of housing, office, and retail uses. See the Property Location Map (Attachment 1).

In January of 2022, in response to inquiries about the property for housing, staff asked the council if it would like to consider the Madison Property surplus. No direction was provided at that time and the discussion was paused. The property was appraised in anticipation of future discussions about the property. It was appraised for \$415,000 on November 10, 2022 (Attachment 2).

The 2024 Linn County assessor's real market value (RMV) for the property was \$231,310 (Attachment 3).

Discussion:

The Madison Property is suitable for mixed-use and residential development. There continues to be interest from the private sector in this property, including a recent inquiry by an affordable housing developer.

On December 11, 2024, the council adopted a policy to consider city-owned surplus real property for needed housing when there was no other priority purpose identified, so long as the zoning and conditions are suitable for residential development. (Resolution 7373)

The options and timeline for determining the future of the Madison Property are at the discretion of the council.

Council Determination and Options

Option 1: Council determines to retain the Madison Property - No further action is required.

Option 2: Council determines not to retain the Madison Property – In a public meeting Council would declare the property surplus through a motion.

Disposal Paths if declared surplus per Resolution 7373

Path A (Priority Purposes): Once declared surplus, council would then need to discuss if there are any priority purposes for the property. Priority purposes can include needs such as financial gains from the sale of the property, targeted development projects based on council direction, etc. The council would next need to provide staff direction to proceed with disposal in accordance with Oregon Revised Statutes (ORS) 221.725 and the desired timeframe.

Path B (Needed Housing): Should the council determine there are no priority purposes, the City’s surplus property procedures provide the following process the City may follow:

- Issue a request for proposals or invite bids for needed housing on the real property through notice in the paper and a public hearing in accordance with ORS 221.725; or
- Invite parties interested in developing the property for use as affordable housing to submit proposals to the Albany City Council in accordance with ORS 221.729 and sell the real property for use as affordable housing if it is subject to an affordable housing covenant; or
- Donate the property to a non-profit organization or another governmental organization.

If no affordable housing proposals are submitted or no agreement can be reached with an affordable housing developer, the city council may consider alternative proposals for the property, such as other needed housing, or other uses.

Budget Impact:

The November 10, 2022, appraisal determined a real market value of \$415,000. If sold, city council would direct staff on where to appropriate proceeds, if any, from the sale of the property. Depending on the type of disposal method desired, the value of the land could be used to incentivize a particular type of development, negating or reducing proceeds.

AC:km

Attachments (3):

- (1) Location Map
- (2) 2022 Appraisal
- (3) 2024 Linn County Assessor Summary



Date: 1/11/2022 Map Source: City of Albany

205 Madison Street NE

Property Location Map



APPRAISAL REPORT

WF ZONED LAND
205 Madison Street NE
Albany, OR 97321

PREPARED FOR:

CITY OF ALBANY COMMUNITY DEVELOPMENT
C/o Matthew Ruetters
Community Development Director
333 Broadalbin Street SW
Albany, OR 97321

PREPARED BY:

Joseph Swaney
W. Paul Jackson, MAI

JACKSONGROUPNW^{INC.}

4850 SW Scholls Ferry Road
Suite 305
Portland, OR 97225
(503) 358-7340

www.jacksongroupnw.com



November 21, 2022

CITY OF ALBANY COMMUNITY DEVELOPMENT
C/o Matthew Ruetters
Community Development Director
333 Broadalbin Street SW
Albany, OR 97321

RE: **WF Zoned Land**
205 Madison Street NE
Albany, OR 97321

Dear Mr. Ruetters,

At your request, we have completed an appraisal of the property specified above, which is presented in the following appraisal report. The subject property consists of one vacant parcel which contains 0.96 Acres (41,668 SF). We have appraised the property using generally-accepted appraisal principles and practices. The following appraisal complies with:

- ◆ The Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, and
- ◆ The Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and
- ◆ Supplemental Requirements of the Client and Intended User(s) regarding Real Estate Appraisal Services.

The appraisal uses standard recognized appraisal methodology to develop our opinion of the market value of the subject property. The appraisal is presented in a report format compliant with USPAP Standard 2. As such, it summarizes the data, reasoning, and analyses used to develop our opinion(s) of value. Supporting documentation concerning the data, reasoning, and analysis is retained in our files. The depth of discussion contained in this report is specific to the needs of the client.

The client and intended user(s), intended use, type and definition of value, effective date, subject property, and assignment conditions of this appraisal are stated &/or described in the report. These factors limit the context of the appraisal, and the legitimate uses of the report. We are not responsible for any other use of the report, or any use by parties not named. Please refer to the Scope of Work, and Assumptions and Limiting Conditions sections for important information.

The appraisal assignment is to develop and report our opinion of As Is Market Value of the subject property. The property is currently vacant land. The final opinion of value is a fee simple value. Based on our investigation and analysis of available information, our final opinion of market value of the subject property is:

TYPE OF VALUE	DATE OF VALUE	OPINION OF VALUE
As-Is Fee Simple Value:	November 10, 2022	\$ 415,000

The opinions of value reported herein are contingent upon extraordinary assumptions and/or hypothetical conditions ('EA/HC'). EA/HC not met could have a negative impact on the value conclusions and could invalidate the entire appraisal. The appraisal report is subject to the following EA/HC:

Extraordinary Assumptions


- A Title Report or Preliminary was not provided to the appraisers during the course of this analysis. The appraisal assumes that the subject property is correctly identified, title is clear and marketable, and the property is free of legal issues that would adversely affect property value.
- An Environmental investigation / assessment report was not provided. The appraisal assumes that the subject is free and clear of any environmental conditions that would adversely affect property value.
- A Geotechnical Report was not provided to the appraiser. The appraisal assumes that that the subject soils are stable and support the subject development.

Hypothetical Conditions

- None


Sincerely,

JACKSON GROUP NW INC.



W. Paul Jackson, MAI

Oregon Certified General Appraiser C000548
License No. C000548 – Expires July 31, 2024
Washington Certified General Appraiser
License No. 1100337 – Expires July 12, 2024



Joseph A. Swaney

Oregon Certified General Appraiser
License No. C001088 – Expires February 29, 2024

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- [Exhibit A:](#) Professional Qualifications and Company Profile – Jackson Group NW, Inc.
[Exhibit B:](#) Appraisal Engagement Letter & Client Information

APPRAISAL OVERVIEW

DESCRIPTION

Property Name: WF Zoned Land

Street Address: 205 Madison St NE
Albany, OR 97321

Census Tract (2020): 204.00

Neighborhood Character: The subject property is located in the city of Albany, in an area north of Highway 99E and east of the historic downtown area. This neighborhood is generally mixed-use in nature with retail, office and residential development. With adequate land supply and increasing demand, the subject's market area outlook is good, and the long-term forecast for the area is for positive growth and stable to rising values.



Site Area: 0.96 acre (41,668 SF) on one tax lot, by assessor records, plat map and legal description.

FEMA Flood Designation: FEMA FIRM panel 41041C 0213H (12/8/2016) locates the subject property in Zone X, indicating no flood hazard identified.

Zoning: The subject is zoned WF – Waterfront District – by the city of Albany. According to the city code, “The WF district is intended to transition Albany’s Willamette River waterfront into a vibrant center characterized by a variety of housing choices and a mixture of housing, office and retail uses.” The zoning allows a wide range of small-scale retail, office and residential uses.

Other Zoning: None

APPRAISAL OVERVIEW (continued)

General Site Conditions: The subject land is a level, multi-corner site at street grade, with access from three sides. The site has adequate and marketable buildable area, location and linkages, in a viable corridor, and would be desirable for development.

Access / Exposure: The subject has average access and exposure, on a secondary neighborhood connector.

HIGHEST AND BEST USE

"As Vacant": Residential use as supported by physical site and market conditions.

VALUATION SUMMARY

Interest(s) Appraised: Fee Simple Estate

TYPE OF VALUE	DATE OF VALUE	OPINION OF VALUE
As Is Fee Simple Value:	November 10, 2022	\$ 415,000

APPRAISAL INFORMATION

TRANSFERABILITY OF APPRAISAL

If this report is transferred/assigned to another party (user), and/or is reviewed and there are questions or additional work necessary to meet any subsequent guidelines/requirements, the appraiser may charge appropriate fees for any additional work performed. Our current billing rate is \$300/hour.

LEGAL/TAX DESCRIPTION

No title report or preliminary was provided. Lincoln County assessment data is summarized below. It appears that the corresponding County plat map matches property boundaries as apparent on the ground at the time of inspection. There do not appear to be any delinquent property taxes owing.

Linn County Account # / Map & Tax Lot	Market Value	Assessed Value	Taxes
83002 / 11S 03W 06 DA 100	\$216,060	\$0	\$0

CLIENT / INTENDED USER(S)

Jackson Group NW, Inc. has been retained by the City of Albany, Community Development, which is the client and intended user(s) of this appraisal.

INTENDED USE

To provide the client and intended user(s) with an opinion of market value, to assist with decision making.

TYPE AND DEFINITION OF VALUE

The appraisal assignment is to develop and report our opinion of As Is Market Value of the subject property. The property is owner occupied. The final opinion of value is a Fee Simple value.

EFFECTIVE DATE(S) OF VALUE

As-Is Fee Simple Value:

November 10, 2022

APPRAISAL INFORMATION (Continued)

SUBJECT PROPERTY INSPECTION

Date:	November 10, 2022
Property Representative:	None present
Appraiser(s):	Joseph Swaney OR Certified General Appraiser

MARKET VALUE¹

Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined. A current economic definition agreed upon by federal financial institutions of the United States of America is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a Sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- 1) Buyer and seller are typically motivated;
- 2) Both parties are well informed or well advised, and acting in what they consider their best interests;
- 3) A reasonable time is allowed for exposure in the open market;
- 4) Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
- 5) The price represents the normal consideration for the property sold unaffected by special or creative financing or Sale concessions granted by anyone associated with the sale.

Substitution of another currency for United States dollars in the fourth condition is appropriate in countries or in reports addressed to clients from other countries.

DEFINITIONS²

As Is Value

The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning.

Prospective Value

A forecast of the value expected at a specified future date. A prospective value estimate is most frequently sought in connection with real estate projects that are proposed, under construction, or under conversion to a new use, or those that have not achieved sellout or a stabilized level of long-term occupancy at the time the appraisal report is written.

Stabilized Value

A value estimate that excludes from consideration any transitory condition, e.g., a bonus or premium for material, the abnormal inefficiency of labor, the cost of delay, or unfinished repairs.

¹ Uniform Standards of Professional Appraisal Practice, 2020-22, The Appraisal Foundation

² The Dictionary of Real Estate Appraisal, 2015, Sixth Edition, Appraisal Institute

APPRAISAL INFORMATION (Continued)

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Leased Fee Estate

An ownership interest held by a landlord with the rights of use and occupancy conveyed by lease to others. The rights of lessor (leased fee owner) and the leased fee are specified by contract terms contained within the lease.

Leasehold Estate

An ownership interest held by the lessee (tenant or renter) through a lease conveying the rights of use and occupancy for a stated term under certain conditions.

SUBJECT HISTORY OF OWNERSHIP INFORMATION

No title report or preliminary was provided. Public records show title vested in the City of Albany, which has been in title for many years.

No conveyances involving the subject property appear to have been recorded in the three years prior to the date of value. The property is not currently being marketed for sale or lease.

SCOPE OF THE APPRAISAL

The appraisal assignment is to develop and report our opinion of As Is Market Value of the subject property. The property will continue to be leased for the indefinite future. The final opinion of value is a Fee Simple value. All steps of the appraisal process were performed or considered, including:

- Definition of pertinent issues related to the appraisal assignment
- Inspection of the subject property
- Site and improvement analyses
- Highest and best use analysis (as vacant, and as improved)
- Market data selection, verification, and analysis
- Use of the approaches to value and valuation
- The reconciliation of value indications and final value estimate

Joseph Swaney conducted an on-site inspection of the subject property, which included walking and photographing the subject site and site improvements. W. Paul Jackson MAI did not inspect the subject property, but is familiar with the market area, participated in the appraisal process, reviewed the appraisal report, and concurs with the data selection, analysis and conclusions presented herein. Land area is based on assessor records, plat map and legal description.

Property representatives were interviewed about the physical features of the property. Government officials, contractors, developers, architects, engineers, attorneys, and other professionals and/or consultants were interviewed and/or referenced when applicable in the appraisal. Government zoning and planning documents, legally binding documents (purchase, option, or development agreements, leases, easements, or encumbrances), and professional and/or consultant reports are included and/or referenced where appropriate in the appraisal.

APPRAISAL INFORMATION (Continued)

The collection, verification and analysis of comparables are integral to the valuation analysis. This information was collected from sources deemed reliable and confirmed by interviewing knowledgeable market participants (buyers, sellers, property managers, tenants, brokers, consultants, developers, building owners, and/or investors) and exterior viewing of the properties. One or more knowledgeable parties to the transactions were interviewed in the verification and confirmation of the comparable data. The most current data (typically up to one year prior to the valuation date) was relied upon, with primary emphasis on comparables located in the immediate market area when possible. When there was a lack of comparable information in the immediate market area, parameters were broadened to include similar competing markets and more dated transactions of properties in the immediate market area.

With regard to the analysis herein, market-typical discounts and deductions were considered, whether they are necessary or not.

The following primary sources were contacted and contributed significant assistance in the appraisal process.

Primary Sources	Summary of Significant Assistance Provided
Matthew Ruettgers, City of Albany	Appraisal Engagement / Subject Information
Knowledgeable Market Participants	Comparable market data
Jackson Group NW, Inc. Database	Comparable market data
Linn County / City of Albany	Plat Map, Assessment, Zoning, Land Use Patterns, Proposed Projects, Legal Subject Land Use(s)

The following secondary data sources were relied upon in the appraisal process.

Secondary Data Sources	Summary of Significant Information Provided
Loop Net / CoStar Comps / RMLS	Comparable sales and listings
Local Government, Market Participants, Publications	Comparable Leads, Market Trends

All information necessary to competently complete this appraisal assignment was made available to the appraisers, **except:**

- Title Report or Preliminary
- Environmental Investigation / Assessment Report
- Geotechnical Report

Valuation Methodology

The Cost Approach is not typically performed or expected in valuation of a property without improvements. Exclusion of the Cost Approach does not reduce the credibility of the final opinion of value.

The income capitalization approach is not typically performed when valuing vacant land. There is a lack of adequate number of land leases and capitalization rates for vacant land.

The Sales comparison approach is performed as the most applicable approach in order to conclude the As Is Fee Simple Value in the subject property. Appraisal methodology performed and summarized in this report conforms with typical appraisal practice and expectations of the typical client in similar assignments, is sufficient for the intended use of the appraisal, and will return a credible opinion of value.

APPRAISAL INFORMATION (Continued)

MARKETING AND EXPOSURE TIME

Marketing period is defined as the amount of time a property would be on the market in order to sell at a future date, at the concluded value. Exposure period is the time a property would have previously been on the market, culminating in a hypothetical sale as of the date of value. Marketing time differs from Exposure time, which is always presumed to precede the effective date of an appraisal. USPAP requires an opinion of reasonable exposure time be reported when it is a constituent of the value opinion being developed.

Exposure periods for improved sales discovered in the course of this assignment ranged from one to six months. The subject property has not recently been exposed to the open market. Assuming it were competently promoted and appropriately priced, a Marketing / Exposure Period of less than 12 months would be reasonably anticipated for the subject property.

ASSUMPTIONS AND LIMITING CONDITIONS

EXTRAORDINARY ASSUMPTIONS AND/OR HYPOTHETICAL CONDITIONS

The opinions of value reported herein are contingent upon extraordinary assumptions and/or hypothetical conditions ('EA/HC'). EA/HC not met could have a negative impact on the value conclusions and could invalidate the entire appraisal. The appraisal report is subject to the following EA/HC:

Extraordinary Assumptions

- A Title Report or Preliminary was not provided to the appraisers during the course of this analysis. The appraisal assumes that the subject property is correctly identified, title is clear and marketable, and the property is free of legal issues that would adversely affect property value.
- An Environmental investigation / assessment report was not provided. The appraisal assumes that the subject is free and clear of any environmental conditions that would adversely affect property value.
- A Geotechnical Report was not provided to the appraiser. The appraisal assumes that that the subject soils are stable and support the subject development.

Hypothetical Conditions

- None

GENERAL ASSUMPTIONS

The statements of value and all conclusions shall apply as of the dates shown herein.

The valuation assumes the previously discussed legal description accurately identifies the subject property.

We have no present or contemplated future interest in the property that is not specifically disclosed in this report.

We assume no responsibility for matters legal in character, nor do we render any opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.

Unless otherwise noted herein, it is assumed that there are no adverse encroachments, zoning, or restrictive violations existing in the subject property.

We assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless otherwise noted herein.

Information presented in this report has been obtained from reliable sources, and it is assumed that the information is accurate.

This report shall be used for its intended purpose only, and by the parties named as intended users. Possession of this report does not imply entitlement to use by other parties, or suitability for intended use(s) not stated herein. Possession of this report does not include the right of re-distribution in whole or part.

ASSUMPTIONS AND LIMITING CONDITIONS (Continued)

This report must be used in its entirety. Reliance on any portion of the report independent of other portions may lead the reader to erroneous conclusions regarding the property value. No portion of the report stands alone without approval from the authors.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent or approval of the authors. This applies particularly to opinions of value.

The statements of value and all conclusions shall apply as of the dates shown herein.

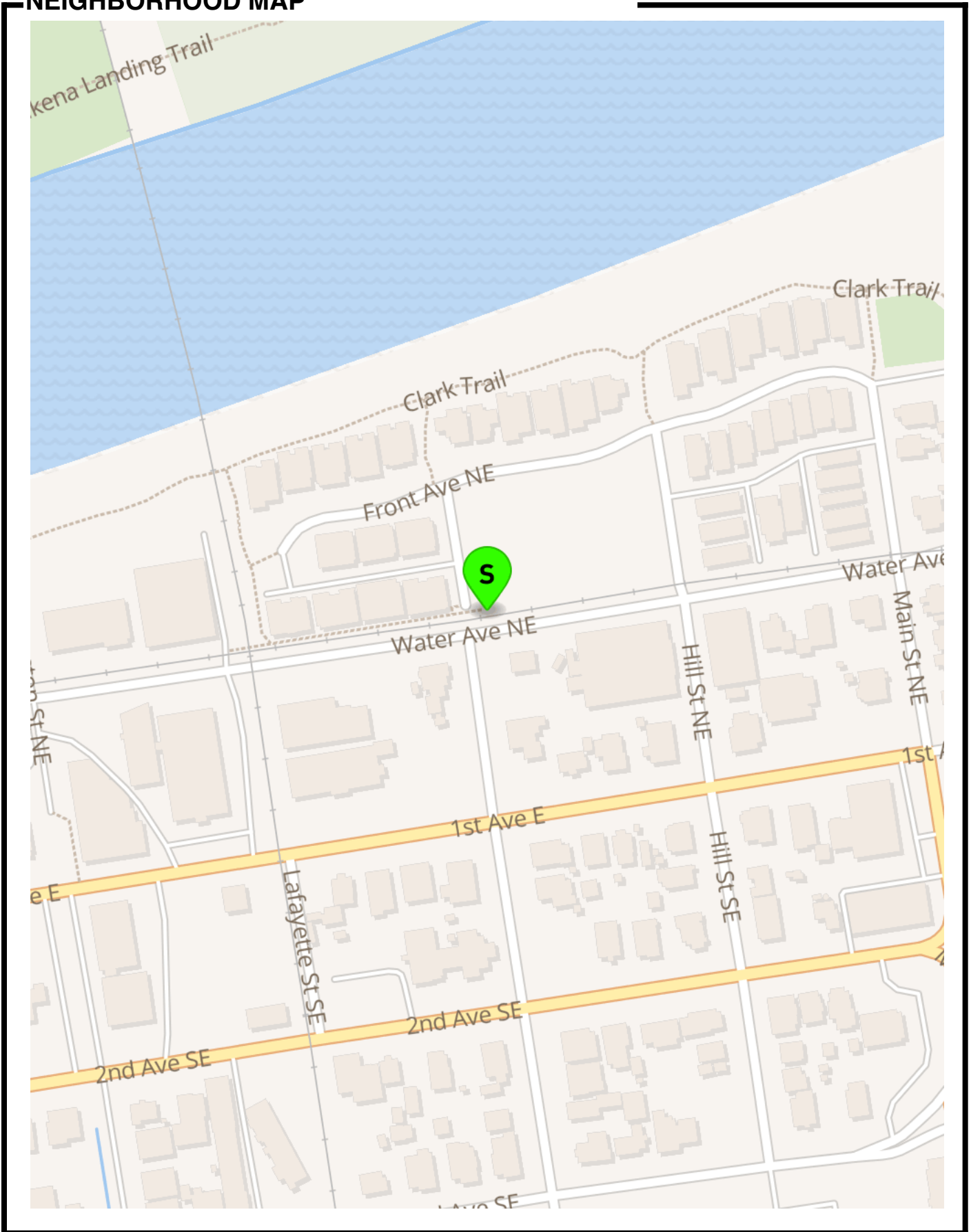
We have no present or contemplated future interest in the property that is not specifically disclosed in this report.

The valuation stated herein assumes professional management and operation of the property throughout the lifetime of the improvements, with an adequate maintenance and repair program.

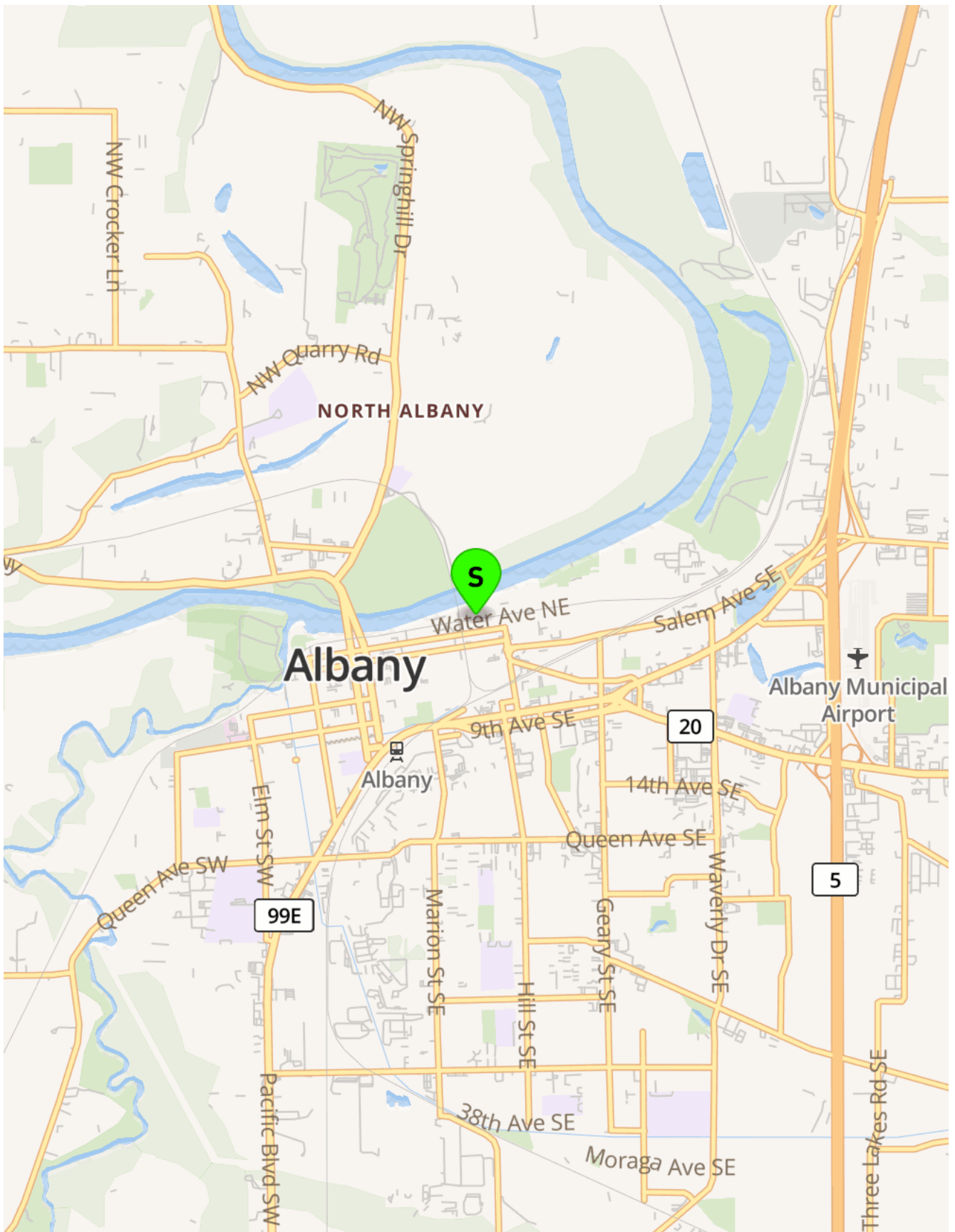
We assume no responsibility for determining if the subject property complies with the Americans with Disabilities act (ADA). Jackson Group NW, Inc. shall not be liable for any costs, expenses, assessments, penalties or diminution in value resulting from non-compliance. This appraisal assumes that the subject meets an acceptable level of compliance with ADA standards; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the magnitude and time of the cost were known today, they would be deducted from the reported value conclusion.

We are not qualified to detect the presence of toxic or hazardous substances or materials that may influence or be associated with the property or any adjacent properties. Jackson Group NW, Inc. shall not be liable for any costs, expenses, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including, without limitation, hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids or gasses, waste materials or other irritants, contaminants or pollutants.

NEIGHBORHOOD MAP



REGIONAL MAP



NEIGHBORHOOD DESCRIPTION

Regional Indicators

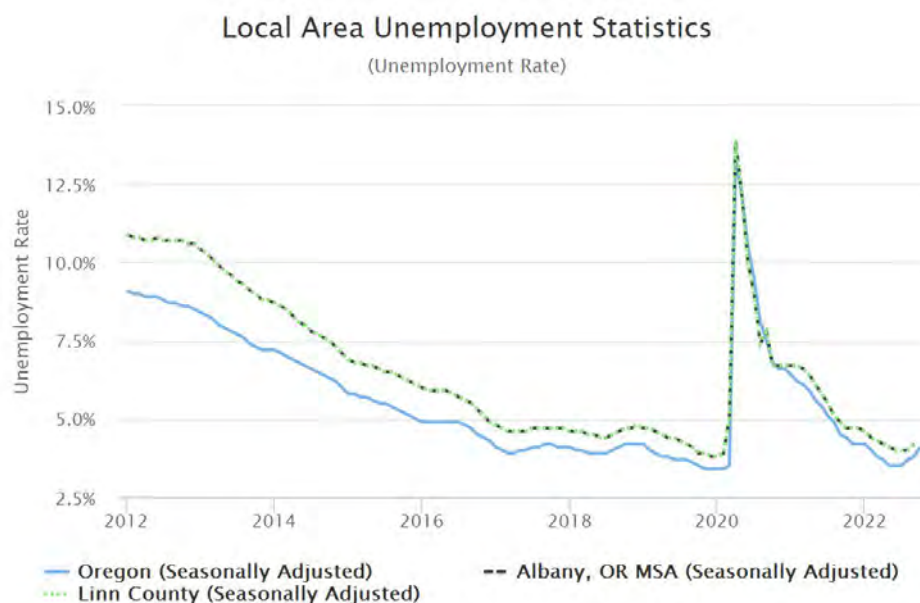
Oregon Population growth is attributable to natural increase and substantial in-migration. Portland State University’s Population Research Center shows the state’s population jumped from 4,076,350 in 2016 to 4,236,400 in 2019, an increase of 160,050 people. The 2019 preliminary estimates follow a similar result from the reporting years, with an increase of 1.53% in 2015-16, 1.56% in 2016-17, 1.29% in 2017-18 and 0.97% in 2019. Since the 2010 census, the population has increased 9.42%, which equates to an overall average of 1.05%. Oregon’s population increases represented the largest numeric growth over a two-year period (2015-16 & 2016-17) since the early 1990s. The migration has slowed slightly in 2017-18 and 2018-19. The largest percentage growth occurred in the central Oregon counties of Deschutes and Crook.

The subject property is located in the city of Albany, in Linn County, Oregon. Albany is located in the Mid-Willamette Valley along the Interstate-5 corridor approximately 20 miles south of Salem, and 40 miles north of Eugene. Albany is a small, developing city with an economy based primarily on agriculture and food products, wood products, metals, paper and manufacturing. Population trends are summarized on the following table.

POPULATION	2021	2019	2018	2017	2016	2015	2010 Census
Oregon	4,266,560	4,236,400	4,195,300	4,141,100	4,076,350	4,013,845	3,837,300
Linn County	130,440	126,550	125,575	124,010	122,315	126,860	116,840
City of Albany	57,199	54,050	53,145	52,710	52,540	51,670	50,325

Center for Population Research and Census, Portland State University

Employment: Oregon's seasonally adjusted unemployment rate ran in the 3.3% – 4.2% range for two years, only recently increasing to 14.9%, attributable to the Covid-19 pandemic. Since then, the Oregon rate has decreased to 4.0%. The Albany / Linn County MSA (which are the same) rate rose to 15.2% in April 2020, after several years below 5%. The rate has since declined to 4.2% (September 2022). Both the state and local economies are showing signs of recovery.



Source: Oregon Employment Department QualityInfo.org

NEIGHBORHOOD DESCRIPTION (continued)

CITY OF ALBANY

The subject property is located in the city of Albany in Linn County, Oregon. Albany is located in the Mid-Willamette Valley along the Interstate-5 corridor approximately 20 miles south of Salem, and 40 miles north of Eugene. Albany is a small, developing city with an economy based primarily on an agriculture and food products, wood products, metals, paper and manufacturing.

Commercial development is concentrated along the main arterials, Highway 20 and Highway 99. There are some industrial uses interspersed throughout southeast Albany and on the periphery of the city near the major I-5 and Highway 30 interchanges. The Albany Municipal Airport is located between I-5 and Price Road, at the north portion of the Albany area, east of I-5. Shopping centers/ fast food services are primarily located along Highway 20 (Santiam Highway) and Highway 99 (Pacific Boulevard). These corridors are mostly built up with commercial and some industrial uses. The Heritage Mall, anchored by Sears and Target, is located along Highway 20. Other big-box stores in the 99/20 corridors include Fred Meyer, Walmart, Costco and Kohls.

The immediate subject neighborhood is a few blocks east of downtown Albany and eight blocks north of Highway 99E. The Willamette River is just to the north, about 200 feet from the subject. This part of the city has commercial uses along arterials and generally single-family residential away from arterials.

The City contains Enterprise Zones, affordable infrastructure costs, adequate working-age population, and good regional linkages. Existing infrastructure is estimated to be operating at about half of capacity. City Government offers tax reductions and permit / fee discounts for job-creating industries.

Market Summary

The general and immediate area of the subject is stable, with some new development, and with long-term positive outlook. No influences are noted that would be expected to have detrimental effect on the neighborhood, or the marketability of the subject property specifically. With expected population and employment growth in the region, the forecast for the subject is for continuing stable to mildly appreciating property values.

SUBJECT PHOTO



122JG-347



AERIAL OVERLAY



PROPERTY DESCRIPTION



Street Address: 205 Madison Street NE, Albany, OR 97321

Census Tract (2020): 204.00

SITE DESCRIPTION

General: The subject land is a multi-corner site, level and at street grade, with access from three sides. The site has adequate and marketable buildable area, location and linkages, in a viable corridor which has seen recent development, and would be desirable for development.

Access/Exposure: Average access and exposure on a secondary arterial just east of old downtown Albany.

Shape: Irregular.

Topography: Level, at street grade.

Utilities: All public utilities are available.

Views: No view amenity.

PROPERTY DESCRIPTION (continued)**SITE DESCRIPTION (CONTINUED)**

Land Area: 0.96 acre (41,668 SF) on one tax lot, by assessor records, plat map and legal description.



Site Improvements: City street improvements, including curbs.

Easements / Encroachments: No investigation of title was provided. This appraisal assumes that no adverse easements or encroachments exist. Note that we are not lawyers; seek competent assistance with legal matters.

Flood Plain: FEMA FIRM panel 41041C 0213H (12/8/2016) locates the subject property in Zone X, indicating no flood hazard identified.

Drainage: Nothing adverse noted during inspection.

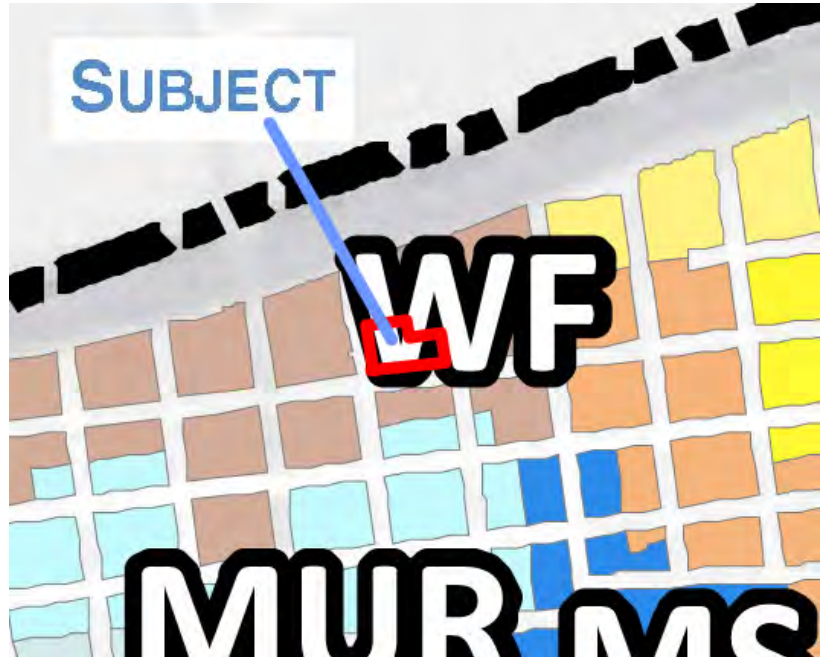
Environmental: No environmental report was provided. No adverse conditions were observed during inspection; note, however, that we are not qualified to identify all existing or potential hazards. Please refer also to the Assumptions and Limiting Conditions.

PROPERTY DESCRIPTION (continued)

SITE DESCRIPTION (CONTINUED)

Zoning:

WF (Waterfront District) by the city of Albany. According to the city code, "The WF district is intended to transition Albany's Willamette River waterfront into a vibrant center characterized by a variety of housing choices and a mixture of housing, office and retail uses." The zoning allows a wide range of small-scale retail, office and residential uses.



Other Zoning:

None.

Geology:

A geotechnical report was not provided. Subject soils are assumed stable and capable of supporting development commensurate with the concluded highest and best use.

Surrounding Uses:

Residential development to the north, east and west; retail (brewpub) to the south.

Site Summary:

The subject site has adequate and marketable buildable area, good exposure, and all public utilities available. The site would be desirable for development.

PLAT MAP



FLOOD MAP

InterFlood by a la mode

Prepared for: Jackson Group NW, Inc
 205 Madison St NE
 Albany, OR 97321-3071



MAP DATA

FEMA Special Flood Hazard Area: **No**
 Map Number: 41043C0213H
 Zone: **X**
 Map Date: December 08, 2016
 FIPS: 41043

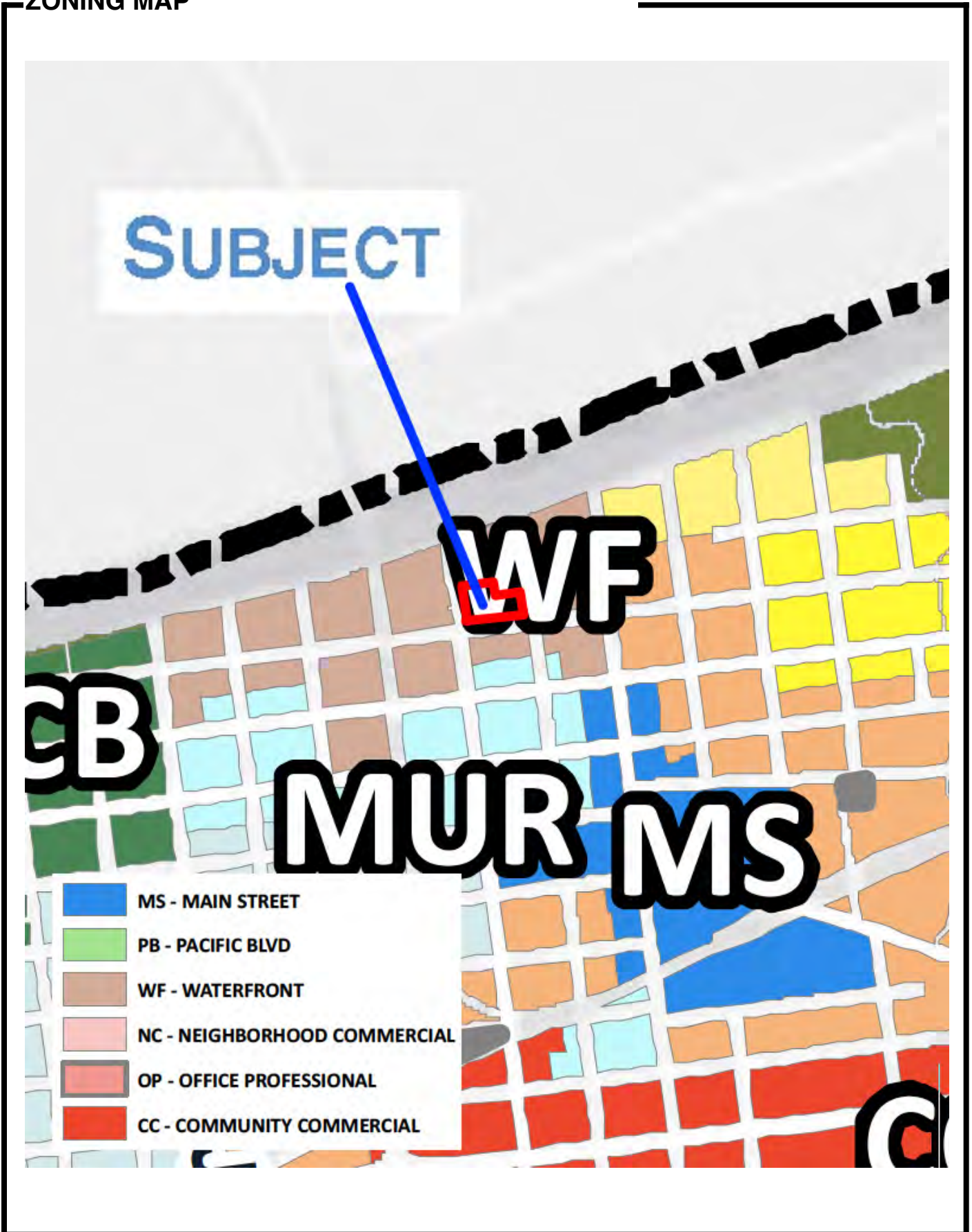
MAP LEGEND

- | | |
|--------------------------------------|-----------------|
| Areas inundated by 500-year flooding | Protected Areas |
| Areas inundated by 100-year flooding | Floodway |
| Velocity Hazard | Subject Area |

Powered by CoreLogic®



ZONING MAP



SUBJECT PROPERTY PHOTOGRAPHS



Subject from southeast corner of site, looking northwest



Subject from street, looking northwest

SUBJECT PROPERTY PHOTOGRAPHS (Continued)



Subject from intersection of Front Avenue and Hill Street, looking southwest



Subject site from northwest corner of lot looking southeast

SUBJECT PROPERTY PHOTOGRAPHS (Continued)



South property line of subject, looking east



West property line, looking north

SUBJECT PROPERTY PHOTOGRAPHS (Continued)



Front Avenue, looking west. Subject is at left



Water Avenue, looking west. Subject is at right

SUBJECT PROPERTY PHOTOGRAPHS (Continued)



Hill Street, looking north. Subject is at left



Hill Street, looking south. Subject is at right

SUBJECT PROPERTY PHOTOGRAPHS (Continued)



Front Avenue, looking east. Subject is at right



Madison Street, looking south. Subject is at left

HIGHEST AND BEST USE ANALYSIS

The Appraisal Institute defines the concept of highest and best use as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability."³

The highest and best use concept is based on traditional appraisal theory and reflects the attitudes of typical buyers and sellers who recognize that value is predicated on anticipation of future benefits. This theory is based on the wealth maximization of the owner. In the appraisal process, highest and best use concept typically reflects most probable use, and often relates to the most probable value of the property.

AS VACANT

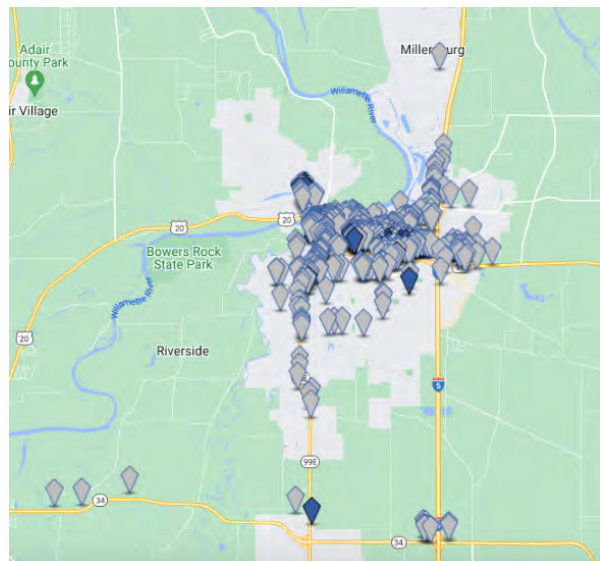
Legal / Physical: The subject is zoned WF, Waterfront District, by the city of Albany. This zone allows for a wide variety of retail, office and residential uses. The site is level at street grade and has access from Water Avenue via Hill Street. This location is suitable for ground floor commercial use due to the zoning. There are minimal setbacks and high site coverage allowed with a maximum height of 55'. Minimum lot size is 1,600 SF/unit for townhomes, and 1,800 SF/unit for duplexes or 2+ bedroom SFRs.

Alternatively, subject zoning allows commercial development, as noted above. In this scenario the subject might be developed with one or more mixed-use retail/apartment buildings. It is likely that anybody developing the subject would go no more than 3 stories (no elevator). Given the subject's location near downtown, and exposure on a secondary arterial with other retail development nearby, it would be suitable for small retail uses such as a restaurant and/or coffee shop. The size of the subject would limit parking, but the subject is in a more pedestrian-oriented area, with a river trail just to the north as well. The subject location, in a gentrifying riverfront area, would make it attractive for mixed-use development in the next economic cycle.

The subject site is level, buildable and can support development. The parcel is roughly rectangular shaped with good utility.

Marketability: Long term population and employment trends are positive, sustaining demand for services. Properties in the immediate vicinity are generally maintained in good condition, with new investment apparent in the form of renovation / conversions.

According to a survey we conducted using CoStar, retail and office vacancy in the immediate market area of Albany (shown in adjacent map), is currently 1.0%. This survey consists of 6.82M SF within 740 buildings. The current vacancy is below the five-year average of 2.1%.



³ The Dictionary of Real Estate Appraisal, Sixth Edition, 2015, Appraisal Institute

HIGHEST AND BEST USE ANALYSIS (Continued)

Vacancy and rental rates are illustrated in the graph at right. Asking rents are currently \$15.85/SF, which compares well with the 5-year average of \$13.19/SF. The subject's wider neighborhood has very solid commercial demand due to its location in a growing market and good access characteristics. The historic downtown area, just west of the subject, has undergone a good deal of investment in recent years and is more updated and appealing than most small town "Main Street" locations.



SUMMARY STATISTICS

Availability	Survey	5-Year Avg
Rent Per SF	\$15.85	\$13.19
Vacancy Rate	1.0%	2.1%
Vacant SF	69,885	139,319
Availability Rate	2.0%	3.1%
Available SF	135,483	209,917
Sublet SF	4,193	13,761
Months on Market	10.0	12.3

Inventory	Survey	5-Year Avg
Existing Buildings	740	739
Existing SF	6,817,772	6,808,729
12 Mo. Const. Starts	0	5,089
Under Construction	0	4,532
12 Mo. Deliveries	0	6,758

Demand	Survey	5-Year Avg
12 Mo. Absorption SF	-21,230	22,683
12 Mo. Leasing SF	32,998	41,180

Sales	Past Year	5-Year Avg
Sale Price Per SF	\$144	\$115
Asking Price Per SF	\$213	\$182
Sales Volume (Mil.)	\$39	\$32
Cap Rate	5.5%	6.8%

Highest and Best Use As Vacant: Market analysts predict continued positive growth going forward. Demand for commercial and residential space is strong in the subject market area. For the subject site as if vacant, current conditions support future medium-density residential (most likely townhomes) or mixed-use commercial retail/residential development, as supported by evolving market conditions.

VALUATION

INTRODUCTION

The social, economic, governmental and environmental forces influencing the subject property have been presented. The specific physical and location characteristics of the site and improvements have been described. The highest and best use of the subject property as improved is concluded to be residential or mixed-us retail / residential development, as market conditions allow.

The appraisal assignment is to develop and report our opinion of As Is Market Value of the subject property. The final opinion of value is a Fee Simple value.

VALUATION APPROACHES

The Cost Approach was not performed in this appraisal, as the subject site lacks improvements. Therefore, exclusion of the cost approach is reasonable and typical, and does not reduce the credibility of this appraisal.

The Income Capitalization Approach is the process of converting anticipated income to value by a process known as capitalization. This method converts a periodic series of future benefits (net income) into a present value by use of an appropriate, market derived, rate of return. The market capitalization rate reflects the specific income pattern, return on investment, and forecasted change in the value of the investment. However, this approach is not typically performed when valuing vacant land, due to a lack of adequate number of ground leases and capitalization rates for vacant land.

The Sales Comparison Approach develops an indication of value by comparing the subject property to similar properties that have sold recently, applying appropriate units of comparison, and making necessary adjustments to the sales prices. This approach may be used to value vacant land or improved properties. It is most reliable for properties (such as the subject) that are not yet improved. The Sales comparison approach is considered to be the most applicable approach to conclude the As Is Fee Simple Value of the subject property.

Appraisal methodology performed and summarized in this report conforms with typical appraisal practice and expectations of the typical client in similar assignments, is sufficient for the intended use of the appraisal, and will return a credible opinion of value.

SALES COMPARISON APPROACH

The Sales Comparison Approach develops an indication of value by comparing the subject property with similar recently-sold properties. The most relevant unit of comparison is the sales price per square foot of usable land area. The subject of this analysis is a 41,668 SF site, near old downtown Albany and the Willamette River, with Waterfront District allowing commercial and residential development. The subject has average exposure off-arterial.

COMPARABLE SALES ANALYSIS

The following adjustment grid represents a bracketing analysis that generally ranks the subject among the comparables using tangible percentage adjustments to illustrate the relative comparability to the subject. The comparables are adjusted to the subject property consistent with standard valuation (appraisal) methodology. A positive percentage adjustment indicates that a comparable is inferior to the subject regarding a specific (or set of related) characteristic(s) and is therefore adjusted upward to simulate rough parity with the subject property. Conversely, negative percentage adjustment indicates that a comparable is superior to the subject in some regard and so is adjusted downward. The resulting range of adjusted values provides a quantifiable illustration of the subject's market value. The conclusion is further refined in the narrative analysis that follows.

Adjustment Analysis

Comparable Sale Adjustment Grid												
#	Comparables	Sale Price / Sale Date	Size (SF)	\$/SF	Econ. Location	Access / Exposure	Utility	Land Area	Time - 3% annually	Market Cond.	Net Adjustment	Adjusted \$ / SF % of Unadjusted
1	Commercial Site 902 Pacific Blvd SE Albany	\$250,000 25-May-2022	12,639	\$19.78	\$0.00 0.00%	(\$3.96) -20.00%	\$0.00 0.00%	(\$3.96) -20.00%	\$0.28 1.41%	\$0.00 0.00%	(\$7.63) -38.59%	\$12.15 61.43%
2	280 N Santiam Hwy Lebanon	\$95,000 13-Jan-2022	7,405	\$12.83	\$1.28 10.00%	(\$1.28) -10.00%	\$0.00 0.00%	(\$2.57) -20.00%	\$0.32 2.51%	\$0.00 0.00%	(\$2.24) -17.49%	\$10.59 82.54%
3	Mixed-Use Site 1801 Geary St SE Albany	\$1,500,000 1-Dec-2021	154,202	\$9.73	\$0.00 0.00%	(\$0.97) -10.00%	\$0.00 0.00%	\$1.95 20.00%	\$0.28 2.87%	\$0.00 0.00%	\$1.25 12.87%	\$10.98 112.85%
4	Commercial Site 802 7th Ave SE Albany	\$325,000 4-Jul-2021	35,719	\$9.10	\$0.00 0.00%	(\$0.91) -10.00%	\$0.91 10.00%	\$0.00 0.00%	\$0.37 4.12%	\$0.00 0.00%	\$0.37 4.12%	\$9.47 104.07%
5	Commercial Site 2252 Main St Sweet Home	\$120,000 2-Jun-2021	16,117	\$7.45	\$1.86 25.00%	(\$0.75) -10.00%	\$0.75 10.00%	(\$1.12) -15.00%	\$0.33 4.38%	\$0.00 0.00%	\$1.07 14.38%	\$8.52 114.36%
6	Commercial Site 815 SE 9th Ave Albany	\$275,000 5-Jul-2019	18,200	\$15.11	\$0.00 0.00%	(\$2.27) -15.00%	\$0.00 0.00%	(\$2.27) -15.00%	\$1.54 10.20%	\$0.00 0.00%	(\$2.99) -19.80%	\$12.12 80.21%

Economic Location – The economic location adjustment is intended to account for differences in the immediate market areas of the comparables relative to the subject. Upward adjustments of 10% and 25% were applied to Comparables 2 and 5 for their inferior locations. No adjustments were made to the remaining comparables due to their locations in Albany close to the subject.

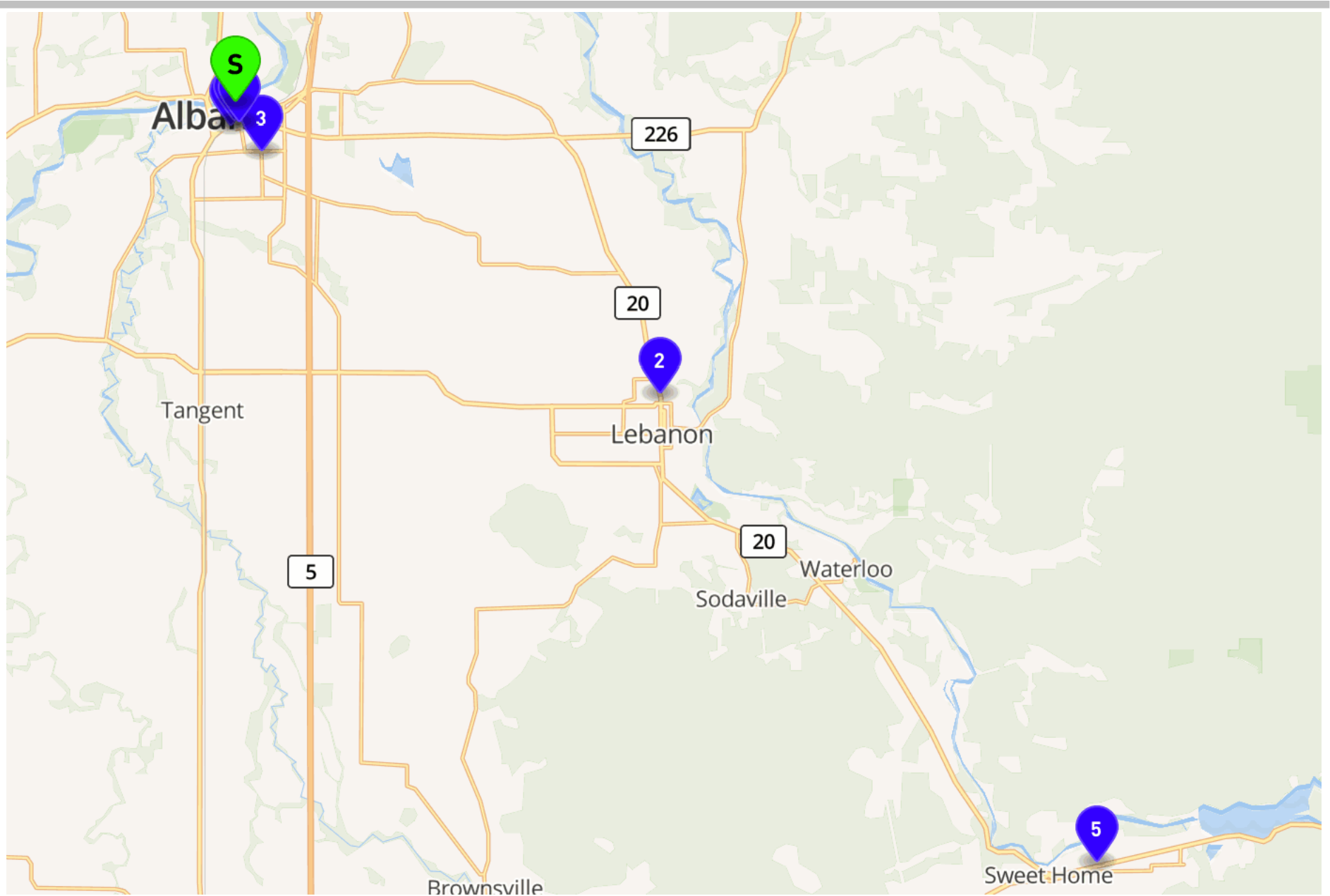
Exposure / Traffic – This adjustment is for higher and lower levels of traffic past the sites, which affects the value of commercial-zoned sites. All of the comparables have higher-traffic locations, and receive negative adjustments between 10% and 20% for this factor.

Comparable Sale Table

	Name/Location	Date of Sale	Type / Zoning Traffic Count	Usable Site SF Usable Site Ac.	Adj. Sale Price FAR	Price / Bldg SF Price / Land SF	Shape Topography	Existing Proposed Use Improvements	Utilities Available
1	902 Pacific Blvd SE Albany, OR 97321	5/25/2022	N/A CC N/A	12,639 SF 0.29 Acres	\$250,000 N/A	\$19.78	Rectangular Level, at street grade	Unknown Curbs, sidewalks	All available
2	280 N Santiam Hwy Lebanon, OR 97355	1/13/2022	N/A CH N/A	7,405 SF 0.17 Acres	\$95,000 N/A	\$12.83	Irregular Level, at street grade	Unknown None	All Available
3	1801 Geary St SE Albany, OR 97322	12/1/2021	N/A RMA N/A	154,202 SF 3.54 Acres	\$1,500,000 N/A	\$9.73	Irregular Level, at street grade	Apartments-95 units w/ retail None	All available
4	802 7th Ave SE Albany, OR 97321	7/4/2021	N/A CC N/A	35,719 SF 0.82 Acres	\$325,000 N/A	\$9.10	Irregular Level, at street grade	Unknown None	All Available
5	225 Main Street 2252 Main St Sweet Home, OR 97386	6/2/2021	N/A C2 N/A	16,117 SF 0.37 Acres	\$120,000 N/A	\$7.45	Triangular Level, at street grade	Unknown None	All Available
6	815 SE 9th Ave Albany, OR 97322	7/5/2019	Retail CC, Community COmmercial N/A	18,200 SF 0.42 Acres	\$275,000 N/A	\$15.11	Irregular Level, at street grade	Auto related mixed use Partially paved and gravelled	All Available



COMMERCIAL LAND SALE MAP



122JG-347



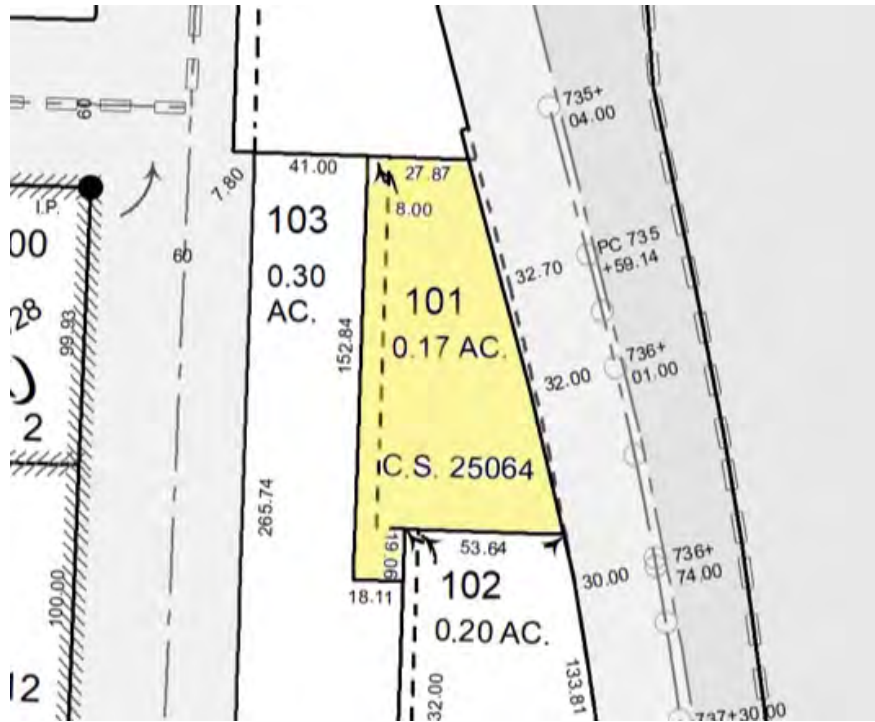
COMPARABLE PHOTOS

Comp # 1.



902 Pacific Blvd SE

Comp # 2.



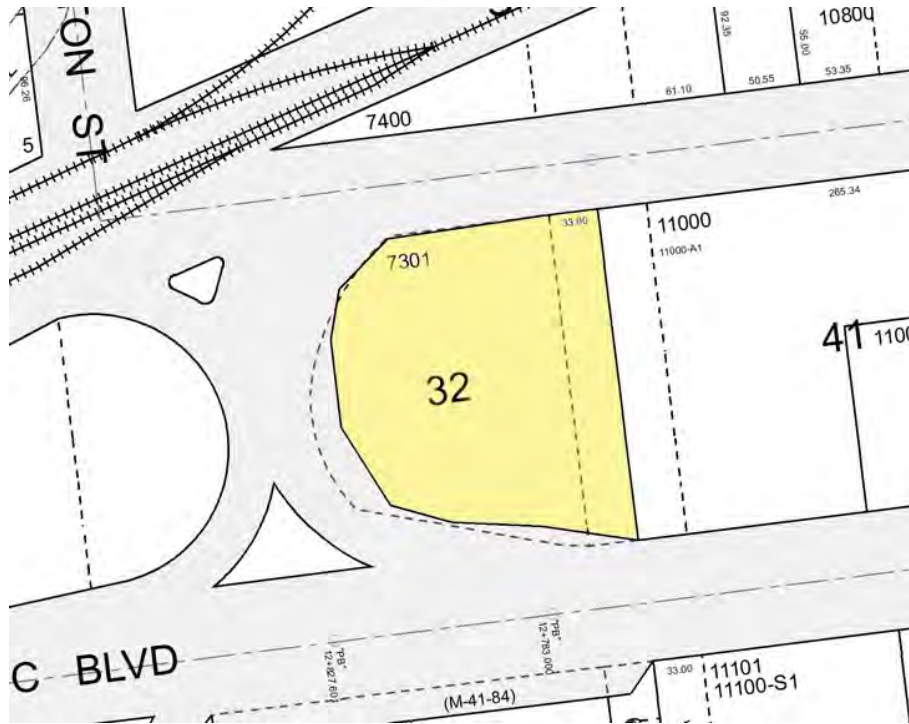
280 N Santiam Hwy

Comp # 3.



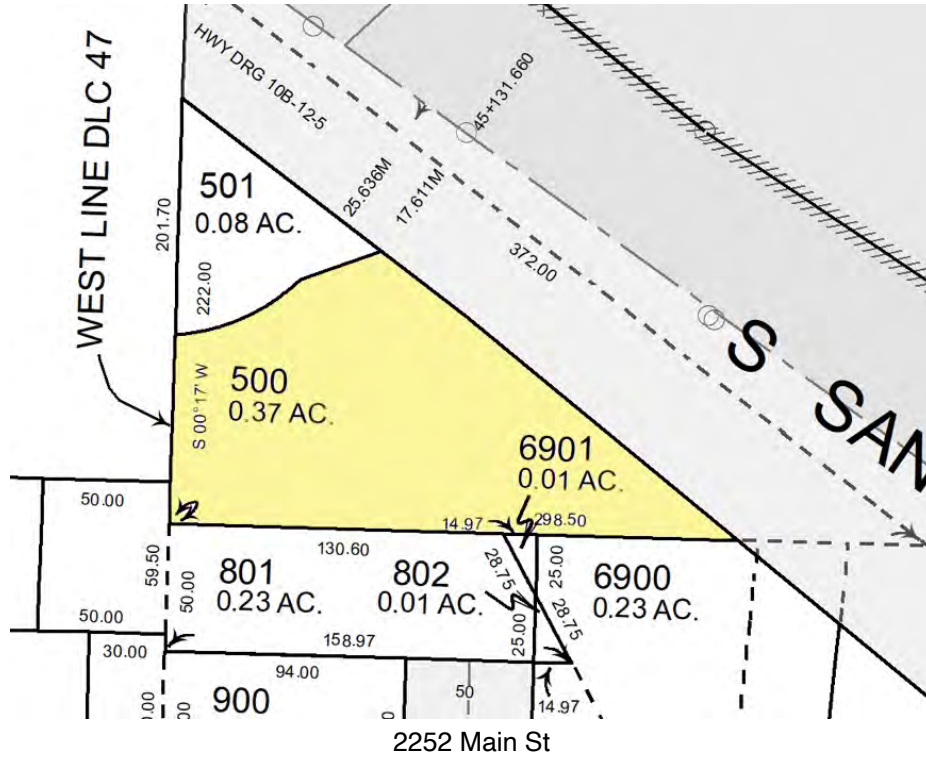
1801 Geary St SE

Comp # 4.



802 7th Ave SE

Comp # 5.



Comp # 6.



815 SE 9th Ave

SALES COMPARISON APPROACH (continued)

Utility – The utility adjustment is intended to treat any differences related to the shape and terrain of the property that would be considered significantly divergent from a typical use. Comparables 4 and 5 have inferior utility due to their irregular shapes, which reduce the amount of usable area for structures and parking. Both received upward adjustments of 10%.

Land Area – The floor area adjustment is made to reflect the relationship between size and unit values. Typically, the larger the property the somewhat lower the unit value (economy of scale). Comparable 1 was adjusted upward 20% for larger size. Conversely, Comparables 1, 2, 5 and 6 were adjusted downward due to smaller size.

Time Adjustment – This adjustment is an estimate of the change in market between the sale date and the date of analysis. This adjustment is intended to reflect market appreciation. This adjustment is based on an annual appreciation rate of 3% applied monthly to the number of months between the sale date and date of value.

Market Condition – This adjustment is intended to reflect intangible factors other than time that affect marketability such as the availability of financing, atypical market events, and the demand for the property type. No adjustments are needed for market conditions.

The adjusted comparable range is \$8.52 to \$12.15 per SF of land area.

VALUE CONCLUSION – SALES COMPARISON APPROACH

The adjusted comparable range is \$8.50 to \$12 per SF.

Based on the comparable analysis, a unit value of \$10 per SF is concluded.

The indicated value for the subject property by the sales comparison approach is (41,668 SF site area x \$10/SF) **\$416,680**.

Based on the data, analysis, and conclusions summarized in this report, the indicated value is rounded to:

As Is Value of the Fee Simple Interest:	November 10, 2022	\$ 415,000
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Opinions of value reported herein are contingent upon extraordinary assumptions and/or hypothetical conditions. Please see the following page for more information.

SALES COMPARISON APPROACH (continued)

Opinions of value reported herein are contingent upon extraordinary assumptions and/or hypothetical conditions ('EA/HC'). EA/HC not met could have a negative impact on the value conclusions and could invalidate the entire appraisal. The appraisal report is subject to the following EA/HC:

Extraordinary Assumptions

- A Title Report or Preliminary was not provided to the appraisers during the course of this analysis. The appraisal assumes that the subject property is correctly identified, title is clear and marketable, and the property is free of legal issues that would adversely affect property value.
- An Environmental investigation / assessment report was not provided. The appraisal assumes that the subject is free and clear of any environmental conditions that would adversely affect property value.
- A Geotechnical Report was not provided to the appraiser. The appraisal assumes that that the subject soils are stable and support the subject development.

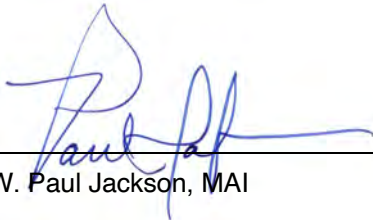
Hypothetical Conditions

- None

CERTIFICATION OF APPRAISAL

It is hereby certified that, to the best of the appraisers' knowledge and belief, the statements of fact contained in this report are true and correct.

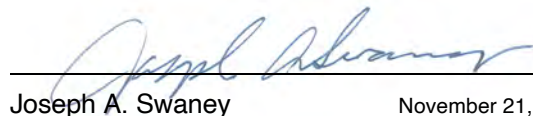
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- We have no (or the specified) present or prospective interest in the property that is the subject of this report and no (or the specified) personal interest with respect to the parties involved.
- We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting pre-determined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The Reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
- The Reported analyses, opinions, and conclusions were developed, and this report has been prepared in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, W. Paul Jackson MAI has completed the continuing education program for Designated Members of the Appraisal Institute.
- We have not performed appraisal services, as appraiser(s) or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the acceptance of this assignment.
- Joseph A. Swaney made a personal inspection of the property that is the subject of this report. W. Paul Jackson, MAI did not inspect the property.
- No one not named in the appraisal report provided significant real property appraisal assistance to the person(s) signing this certification.



W. Paul Jackson, MAI

November 21, 2022

Oregon Certified General Appraiser
License No. C000548 – Expires July 31, 2024
Washington Certified General Appraiser
License No. 1100337 – Expires July 12, 2024



Joseph A. Swaney

November 21, 2022

Oregon Certified General Appraiser
License No. C001088 – Expires February 28, 2024

ADDENDA CONTENTS

EXHIBIT A

Appraiser's Qualifications / Company Profile

EXHIBIT B

Client Contracts

EXHIBIT C

N/A



COMPANY PROFILE

Jackson Group NW, Inc. is a commercial real estate appraisal and consulting firm located in Portland, Oregon. The goal of the company is to provide appraisal and consultation services in a professional and timely manner. We provide appraisal services for properties located in Oregon and Washington. We are dedicated to the company's goal of providing quality appraisal and consultation services on a personal basis.

We have extensive experience in appraising and providing consultation services. Our scope of experience includes multiple property types and various ownership interests from small owner occupied properties to large institutional grade investments.

W. Paul Jackson, MAI has worked as a commercial appraiser and consultant since 1992. Mr. Jackson has experience in appraising multiple property types. He also has experience in appraising property for estate planning and court testimony. Over the years, in addition to the standard property types, he has developed valuable experience and expertise in the valuation of Hotels/Motels, gas stations/c-stores, mobile home parks, golf courses, institutional grade government buildings and a handful of other unique property types. Mr. Jackson prides himself on his ability to provide quality professional appraisal services that are both reliable and on time. Whatever your appraisals need, be it a simple owner occupied office or a complex re-development, you can rely on Mr. Jackson to provide you with the service you need.

Joseph B. Skilton has worked in real estate since 1978 as a land survey fieldman and drafter, cartographer (Ticor), real estate research analyst, corporate librarian, computer analyst, and real estate publisher (Real Estate Transaction Journal). Mr. Skilton joined us in 1999 and specializes in retail, general commercial, and special-use property appraisals.

Joseph A. Swaney had a prior career working in the information technology field as a computer programmer and database analyst. His first introduction to real estate was as a surveyor's chainman in his teenage years. He joined Jackson Group NW, Inc. in February 2005 as an assistant to W. Paul Jackson, and became a Certified General Appraiser in 2012.

William E. "Bill" Leavens has worked in the real estate community since high school where he did general construction, property management and accounts receivable for Leavens Investments, a family-owned rental property business. He began appraising in January 2003, specializing in apartment appraisals. Over the past decade Bill has gained extensive experience in appraising and providing consultation services for multifamily developments as a high value employee and also as the owner of his own appraisal firm. Bill brings a high level of customer service and expertise to our firm that is of great value to our clients and us.

Garth W. Bergeson has worked in commercial real estate appraisal since June 2004 and is currently certified in both Oregon and Washington. Garth has a broad base of experience ranging from standard commercial real estate appraisal work to complex land valuations. Garth brings a level of expert analysis and critical thinking to our team that is reflected in his clear and logical writing style.





COMPANY PROFILE (CONTINUED)

To better serve our clients, Jackson Group NW, Inc. maintains state of the art computer equipment, real estate analytical software programs, libraries of comparable and resource data, property sales, lease transactions, property data computer retrieval systems, and other necessary tools and information relevant to the real estate appraisal and consultation field.

Jackson Group NW, Inc. considers its clients to be its most valuable assets. We have served various small and large financial institutions, corporations, developers, private individuals, attorneys, accountants, and government agencies. Our appraisal experience extends to all types of commercial, industrial, residential, apartment, resort, agricultural, and special use properties.

Past appraisal assignments have been conducted to serve various functions, including mortgage financing, property purchase and disposition, lease/rent arbitration, litigation support, condemnation, property tax analysis and appeal services, and corporate planning purposes.

PROFESSIONAL SERVICES

- **Valuation Reports:** The market valuation of real property interests (*fee simple, leasehold, leased fee, etc.*) in various types of properties is the primary focus of most real property appraisal assignments performed by Jackson Group NW, Inc.
- **Real Estate Consulting:** Jackson Group NW, Inc. also conducts consulting assignments relating to all property types. Providing competent, unbiased, professional guidance on diversified problems in real estate has taken on ever increasing importance as a method of reducing the risks associated with the real estate field. The firm has undertaken such tasks as discounted cash flow analysis, highest and best use analysis, market studies, subdivision analysis, and market / feasibility analysis.
- **Arbitration, Litigation Support, and Expert Witness Services:** Jackson Group NW, Inc. also offers services for real estate matters involving arbitration (*ground rent renegotiations, tenant space lease renegotiations, etc.*). We also offer litigation support services to attorneys with various real estate problems. It is our goal to provide not only offensive, but defensive strategies, in a fair and unbiased manner, in order to expose the strengths and weaknesses of a particular case. Finally, we are experienced in working with attorneys in preparation for expert witness testimony.
- **Appraisal Review Services:** An appraisal review serves the purpose of analyzing the content and conclusions of an appraisal report. Clients consider an appraisal review to be a valuable tool in determining the credibility of an appraisal report, in order to reduce the risks associated with important lending, legal, and investment decisions.
- **Property Tax Analysis and Appeal Services:** The real property tax liability for property has a direct impact on its operating/holding expenses, net income, and associated market value. Therefore, competent representation before government agencies regarding ad valorem taxes can be critical in keeping this expense item in check.

PROFESSIONAL QUALIFICATIONS - W. PAUL JACKSON, MAI

Paul Jackson was born in Albany, Oregon and attended Oregon State University.

EDUCATION

- Oregon State University, Bachelor Degree Economics 1991

APPRAISAL INSTITUTE COURSES

- Analyzing Operating Expenses 2020
- 2020-21 USPAP 7-Hour Update 2020
- Forecasting Revenue 2020
- Small Hotel/Motel Valuation 2020
- Appraisal of Medical Office Buildings 2018
- Appraising Automobile Dealerships 2018
- Business Practices and Ethics 2018
- Eminent Domain and Condemnation 2018
- Data Verification Methods 2016
- Rates, Ratios: Making sense of GIMs, OARs, and DCF 2016
- Forecasting Revenue 2016
- Business Practices & Ethics 2016
- 7-hour USPAP 2016
- Business Practices & Ethics 2014
- Small Hotel/Motel Valuation 2014
- Subdivision Valuation 2014
- The DCF Model: Concepts, Issues, and Apps. 2014
- Green Buildings: Principles & Concepts 2014
- USPAP 7 hour Update 2011
- Feasibility, Market Value, Investment Timing: Option Value 2011
- Scope of Work: Expanding Your Range of Services 2011
- Appraising Convenience Stores 2011
- Site Valuation and Cost Approach 2009
- Analyzing Operating Expenses 2008
- Analyzing Distressed Real Estate 2008
- USPAP National Course Update 2008
- Using Your HP12C Financial Calculator 2006
- Feasibility, Market Value, Investment Timing: Option Value 2006
- Appraisal Report Writing Seminar 2004
- Small Hotel / Motel Valuation 2004
- GIS Applications for Real Estate Appraisal 2004
- Course 400, USPAP National Course Update 2003
- Search Strategies for Real Estate Appraisers 2001
- Valuation of Detrimental Conditions in Real Estate 2001

PROFESSIONAL LICENSES

- Certified General Appraiser:
 - 1) State of Oregon Certificate No. C000548
 - 2) State of Washington Certificate No. 1100337

PROFESSIONAL QUALIFICATIONS - W. PAUL JACKSON, MAI**PROFESSIONAL AFFILIATIONS**

- Designated Member of the Appraisal Institute (MAI) 2004

PROFESSIONAL EXPERIENCE

- Owner, Jackson Group NW, Inc., Portland, Oregon 2013 to Present
- Owner, Cassinelli Jackson LLC, Portland, Oregon 1997 to 2013
- Commercial Appraiser, Palmer Groth & Pietka, Inc., Portland, Oregon 1992 to 1997

AREAS OF COVERAGE

We cover all of Oregon, SW Washington as far north as Pacific county (Aberdeen) and SE Washington as far east as Walla Walla.

We have extensive expertise and experience in appraising all types of commercial real estate, which includes the following:

- Retail – All types
- Office –All types and Classes
- Industrial - All types
- Hotels/Motels - All types
- Mobile Home Parks
- Gas Stations/ C-Stores
- Restaurants – Fast Food and Sit Down
- Multi-Family
- Camp Grounds
- RV Parks
- Subdivision Analysis
- All types of Land
- Churches
- Schools/Universities/Government Buildings
- Agricultural Property

I have been appraising commercial real estate for more than twenty-five years and my four associates have 12 to 20 years of experience in commercial real estate appraisal. There are very few property types or real estate valuation issues that we have not analyzed over the past couple of decades.

Thank You

Paul Jackson, MAI
Jackson Group NW, Inc.

W. Paul Jackson, MAI - Certifications



Appraiser Certification and Licensure Board
State Certified General Appraiser
28 hours of continuing education required

License No.: C000548
 Issue Date: August 01, 2022
 Expiration Date: July 31, 2024

W. PAUL JACKSON
 JACKSON GROUP NW, INC.
 4850 SW SCHOLLS FERRY RD #305
 PORTLAND, OR 97225

Chad Koch

 Chad Koch, Administrator



STATE OF WASHINGTON
 DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION
 THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

WASHINGTON STATE DEPARTMENT OF LICENSING

CERTIFIED GENERAL REAL ESTATE APPRAISER

WILLIAM PAUL JACKSON
 4850 SW Scholls Ferry Rd # 305
 Portland OR 97225

1100337	12/27/2004	07/12/2024
License Number	Issue Date	Expiration Date

Teresa Berntsen

 Teresa Berntsen, Director

PROFESSIONAL QUALIFICATIONS – JOE SWANEY

Joe Swaney was born in Portland, Oregon and is a graduate of Portland State University.

EDUCATION

- Portland State University, Bachelor of Arts, Political Science 1984

APPRAISAL INSTITUTE COURSES

- Basic Income & Capitalization Theory 2005
- Advanced Income & Capitalization Theory 2008
- Report Writing & Valuation Analysis 2008
- Site Valuation & Cost Approach 2008
- Sales Comparison Approach 2008
- Market Analysis and Highest & Best Use 2010
- Apartment Appraisal 2010
- Basic Appraisal Procedures 2012

OTHER APPRAISAL COURSES

- Foundations of Appraisal, Portland Community College 2005
- Standards of Professional Practice (*USPAP*), Pro-Schools 2005
- Statistics, Modeling & Finance, McKissock, LP 2010
- FHA Single Family Appraisal, Career WebSchool 2010

PROFESSIONAL LICENSES

- Certified General Appraiser
State of Oregon Certificate No. C001088

PROFESSIONAL EXPERIENCE

- Appraiser Jackson Group NW, Inc. Portland, Oregon 2013 to Present
- Appraisal Assistant, Cassinelli Jackson LLC, Portland, Oregon January 2005 to 2013
- Senior Programmer/Analyst, Regence Group, Portland, Oregon February 1989 to December 2004



Appraiser Certification and Licensure Board

State Certified General Appraiser

28 hours of continuing education required

JOSEPH A SWANEY
Jackson Group NW Inc.
4850 SW SCHOLLS FERRY ROAD #305
PORTLAND, OR 97225

License No.: C001088

Issue Date: March 01, 2022

Expiration Date: February 29, 2024

A handwritten signature in black ink, appearing to read "Chad Koch".

Chad Koch, Administrator



October 13, 2022

City of Albany Community Development
 c/o Matthew Ruettgers
 Community Development Director
 333 Broadalbin St. SW
 Albany, OR 97321
 Email: Matthew.Ruettgers@cityofalbany.net
 Phone: (541) 917-7674

RE: WF ZONED LAND
 205 Madison Street NE
 Albany, OR 97321

Dear Mr. Ruettgers,

I am pleased to submit the following proposal for the requested assignment. The terms and conditions are specified as follows:

ASSIGNMENT SCOPE AND SPECIFICATIONS

Purpose:	Estimate the market value of the above referenced property
Property Rights Appraised:	Fee Simple
Premise / Valuation Date:	Provide As Is Market Value as of the inspection date
Intended Use:	Determine value from which to establish a sales price
Intended User:	Matthew Ruettgers, City of Albany Community Development, and associated professionals
Inspection:	An on-site inspection of the property will be made by the appraiser
Valuation Approaches:	All applicable approaches as determined by the appraiser
Report Type:	Appraisal Report as per client requirements
Appraisal Report Standards:	Uniformed Standards of Professional Appraisal Practice
Appraisal Fee:	\$3,200
Expenses:	Included in the fee
Retainer:	0% (\$0)
Payment Terms:	Payment due upon delivery of the appraisal report. Please remit payments to: Jackson Group NW, Inc. 4850 SW Scholls Ferry Rd., Suite 305 Portland, OR 97225
Acceptance Date:	This contract proposal is valid 5 business days from the date of this letter
Start Date:	Job commencement begins upon receipt of the signed contract and all requested information.
Delivery Date:	November 18, 2022 assuming prompt receipt of the contract, retainer, and all requested information.

City of Albany Community Development
c/o Matthew Ruetzgers

October 13, 2022
Page Two

Report: The finished appraisals, one for each property, will be delivered via email to the client email in PDF format. Hard copies can be provided upon request for \$100 per copy.

If additional consultation is necessary after the appraisal is completed, the client will be billed at an hourly rate of \$350 per hour for all time expended. Any changes in the Agreement for Appraisal Services will be mutually agreed upon, in writing, and the fee will be adjusted accordingly, if necessary.

In the event that the appraiser is required to give testimony for any reason, or at any time in connection with this assignment, then the client agrees to assume any reasonable professional fees and related costs, including preparation time, not underwritten by the entity requiring such testimony. If the assignment is canceled for any reason prior to completion, the client will be billed at an hourly rate of \$350 per hour for all time expended prior to cancellation.

Acceptance of this agreement by yourself, or a duly authorized agent, should be indicated by signing and mailing/delivering an authorized copy of this agreement to my attention. I look forward to working with you on this assignment, and should you have any questions on any aspect of this letter, please do not hesitate to call.

Sincerely,

JACKSON GROUP NW, INC.



W. Paul Jackson, MAI
Oregon Certified General Appraiser C000548
Washington Certified General Appraiser 1100337

Phone : 503-358-7340
Email : paul@jacksongroupnw.com

ACCEPTANCE:


Client Signature

10/13/2022
Date

Matthew Ruetzgers
Client Name (Printed)

591-917-7674
Phone #

matthew.ruetzgers@cityofalbany.net
Email

same as above
Property Contact Name (Printed)

Phone #

Email



Property Search Online

Account 83002 Assessment Summary

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Real Property

Situs Address
205 MADISON ST NE ALBANY OR 97321

Mailing Address
ALBANY CITY OF
C/O JAMES V B DELAPOER
PO BOX 40
ALBANY OR 97321

Map and Taxlot
11S03W06-DA-00100

Owner
ALBANY CITY OF

Related Accounts

Name Ledger Names

Assessment

Assessment Year

Assessment Summary

	RMV	MAV	AV
Land	\$231,310		
Improvements	\$0		
Total	\$231,310	\$0	\$0

Account Status	Active
Size	41,668 Sqft
Property Class	940 - EXEMPT CITY VACANT
Legal Description	HACKLEMAN'S ADDITION 124

Improvements

Bldg #	Year Built	Description	Livable Size	Stat Class	Code Area
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