

RESOLUTION No. 340

A RESOLUTION APPROVING THE AGREEMENT CONCERNING THE PROPOSED ANNEXATION BETWEEN THE CITY OF STAYTON AND THE STAYTON RURAL FIRE PROTECTION DISTRICT

WHEREAS, the City of Stayton, by Resolution No. 330 initiated annexation of the City to the Stayton Rural Fire Protection District and directed that an agreement be prepared between the City and the District, and

WHEREAS, the agreement between the City of Stayton and the Stayton Rural Fire Protection District, providing for an orderly transition of assets and responsibility has been drafted,

NOW THEREFORE,

THE CITY OF STAYTON ORDAINS AS FOLLOWS

Section 1. That the Stayton City Council formally approves the AGREEMENT OUTLINING THE TERMS OF THE PROPOSED ANNEXATION that has been worked out between the City and the Stayton Rural Fire Protection District and is attached as Exhibit A.

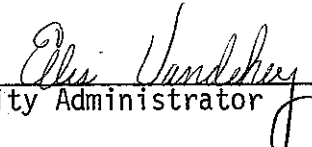
APPROVED BY THE COMMON COUNCIL THIS 4th DAY OF February, 1985.

Signed by the Mayor this 11 day of February, 1985.



Mayor

ATTEST:



City Administrator

ANNEXATION AGREEMENT

This intergovernmental agreement in duplicate, made and entered into this 4 day of February, 1985, between

THE CITY OF STAYTON,
a municipal corporation,
hereinafter referred to as
"City"

and

STAYTON RURAL FIRE PROTECTION DISTRICT,
a rural fire protection district organized
under ORS Chapter 478,
hereinafter referred to as
"District"

SECTION I - PURPOSE

This agreement is entered into pursuant to ORS Chapter 190 to facilitate the annexation of the fire protection function of the City of Stayton by the Stayton Rural Fire Protection District.

SECTION II - ORGANIZATION

The City and District hereby agree to submit to their respective voters on the 26th day of March, 1985, the question of whether the fire protection function of the City of Stayton shall be annexed to the District. The parties further agree that the existing territory within the City and any future territory annexed by the City shall be annexed to the District with the District to provide fire protection, including but not limited to fire prevention, fire suppression and fire marshal services within the corporate boundaries of the City of Stayton.

SECTION III - AGREEMENTS

This agreement shall become effective immediately upon approval of the March 26, 1985, measure by the respective voters of the City and the District pursuant to ORS 198.866 and 198.867, and the entry of an order by the Marion County Board of Commissioners annexing the territory included in the City to the District pursuant to ORS 198.867(3). If the question is not approved on March 26, 1985, by the voters of

both the City and the District, then this agreement shall become null and void and of no other force and effect.

If approved, the present organizational and financial responsibilities of the City and District shall continue through fiscal year 1984-85. The District shall thereafter be solely responsible to provide fire suppression, fire prevention, including responsibility for enforcement of the ICBO Uniform Fire Code and fire marshal services within the boundaries of the annexed area.

- 1) Two members of the present Board of Directors of the District will resign following the March 26, 1985 election to make room for immediate representation from within the City. The Mayor of the City of Stayton, with the consent of the City Council, will nominate voters or real property owners within the City to fill the vacancies. Upon receipt of the nominations, the vacancies shall be filled by appointment of a majority of the remaining members of the board. The persons appointed shall serve until June 30 next following the succeeding election for members of the District Board at which a successor is elected.

Once annexation has been approved by both the City and the District, an election may be held to divide the District into wards, if a petition to initiate such subdivision is signed by at least 500 people or 10 percent of the qualified voters of the District, whichever is less.

- 2) Assets and equipment presently owned or being purchased by the City and used for fire suppression and prevention purposes will be transferred to the District. A list of said equipment is set forth as Exhibit "A", and by this reference is made a part of this agreement.

The city shall also forthwith execute and deliver to the District a Bill of Sale conveying said personal property free and clear of all liens and encumbrances.

- 3) The City agrees to lease to the District for a three year period the following real

property, which lease shall be in the form set forth in Exhibit "B" and attached hereto and by this reference incorporated herein and be subject to the terms and conditions contained therein.

The Stayton Headquarters Fire Station building, (commonly referred to as the Civic Building) located at 519 North First Avenue, Stayton, Oregon, more particularly described as follows:

Beginning on the quarter-section line extending North and South through the center of Section 10, Township 9 South, Range 1 West of the Willamette Meridian, in Marion County, Oregon, at a point which is South 0°13' East 517.08 feet and North 89°47' East 10 feet from the South East corner of Lot 26 of Potter's Addition to the town of Stayton, in Marion County, Oregon; thence South 89°47' West 110 feet; thence North 0°13' West 82 feet; thence North 84°44' West 763.48 feet; thence South 0°13' East 190 feet to the North bank of the Salem Water Ditch; thence following said ditch Easterly to the aforesaid quarter-section line extending North and South through the center of said Section 10; thence North 0°13' West to the place of beginning.

The above-mentioned real property will be insured by the District during the lease period at the District's expense, for its fully insured value. In the event of damage or destruction of the above-mentioned real property the proceeds from the insurance shall be used to replace the damaged or destroyed items. The insurance is to be carried by the District at the District's expense and shall name the City as an additional insured.

The District, at the District's expense, shall maintain comprehensive liability insurance on the above-mentioned real property during the lease period in an amount of at least \$50,000.00 to any claimant for

any number of claims for property damage, \$100,000.00 to any claimant for all other claims arising out of a single accident or occurrence, and \$300,000.00 for any number of claims arising out of a single accident or occurrence, or the statutory limits as modified. The District shall name the City, its officers, agents, and employees as additional insured under said policy.

The District agrees to indemnify the City, its officers, agents, and employees from any liability for any injury or damage to persons or property resulting from the District's use of the above-mentioned real property.

The City agrees to indemnify the District, its officers, agents and employees from any liability resulting of any incident occurring prior to final order of annexation.

- 4) The District shall be responsible for its own administrative services including the preparation of the annual budget, accounts payable, accounts receivable, investment of idle cash, general ledger, payroll, receipts and purchasing.
- 5) The District shall pay the utilities and garbage, together with building maintenance of the City owned buildings and appurtenances leased by the District, except water and sewer which will be furnished by the City at no expense to the District.
- 6) The District will be responsible for recruitment, selection, compensation, benefits and working conditions of its employees.
- 7) The City Fire Chief and all present City Fire Department employees, including vacant positions, will become employees of the District.

With the transfer of employees (regular and volunteer), the Fire District agrees to accept all liabilities, including retirement benefits and other benefits and liabilities as are presently in force for these individuals as employees or volunteers of the

City of Stayton. The District agrees there shall be no reduction in pay or benefits to these employees by reason of the employee transfer due to the annexation.

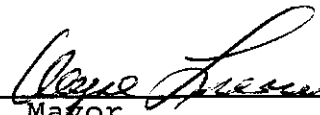
- 8) The City and District agree to maintain close coordination and cooperation between the two governmental agencies and agree to continue such cooperative services as planning and inspection service, and sharing of equipment. Both entities agree that the shared use of manpower and equipment can assist to reduce ever increasing costs.
- 9) The City shall agree to provide dispatch services to the District as provided for by the separate Dispatch Subscription Agreement
- 10) The City Administrator or his designee shall provide liaison with the District regarding fire services and policies within the City.
- 11) Funding, installation, maintenance of fire hydrants and providing sufficient fire flow for firefighting responsibilities within the City water system shall remain the responsibility of the City of Stayton. The District Fire Chief shall be the approving authority for the City on hydrant placement within the City and on all other matters by the City concerning fire and life safety arising out of future construction projects and code enforcement practices. Water for firefighting and training purposes shall be provided by the City to the District at no cost.
- 12) The District recognizes the use of the ICBO Uniform Fire Code, and any changes made subsequent thereto, within the corporate limits of the City and the City agrees to cooperate with the District's enforcement and upgrading of the District's Fire Code and other ordinances relating to fire and life safety. This shall include the approval as appropriate of the District fire code by City resolution pursuant to ORS 478.924.
- 13) In the event the entire area within the corporate boundaries of the City of Stayton is withdrawn from the District, that portion

of District net assets existing at such time, which shall include building, land and other items mentioned in Paragraph III(3) above, shall be allocated to the City as the City's assessed valuation bears to the total assessed valuation of the District, the liabilities and the balance of the assets being retained by the District. Notwithstanding the preceding sentence, in the event said withdrawal occurs on or before July 1, 1989, the assets and liabilities shall be allocated to the City and District to the extent possible as if the annexation had not occurred.

- 14) In the event of voter approval of annexation in the March, 1985 election, but the annexation is not effective for tax levy purposes by the district as to the annexed area for fiscal year 1985-86 pursuant to ORS 308.225, then the City agrees to pay to the District for the fiscal year 1985-86 the sum equivalent to what its responsibility for the funding of the operation of the fire department would have been had annexation not occurred. This funding obligation is subject to the ability of the City to obtain voter approval of its budget. Any funding cuts to secure passage of the City budget shall be made by the City in good faith and based on its past practices. Said sum shall be paid in equal monthly installments commencing August 1, 1985.
- 15) The City and District shall execute instruments as necessary to effectuate and implement this agreement.

Dated and signed at Stayton, Oregon, by the Mayor and Administrator of the City of Stayton, Oregon, acting in behalf of such City, and by the Stayton Rural Fire Protection District by its President and Secretary, acting in behalf of such District, this 4 day of February, 1985.

CITY OF STAYTON, OREGON

By 
Mayor

By *Bill Vandenberg*
Administrator

STAYTON RURAL FIRE PROTECTION
DISTRICT

By *George King*
President

By *Wayne Gilbert, Jr.*
Secretary

EXHIBIT "A"

REPLACEMENT

DESCRIPTION

QUANTITY ACQUIRED D

ACQUIRED COST

COST

DESCRIPTION	QUANTITY	ACQUIRED D	ACQUIRED COST	REPLACEMENT COST
TRUCK, Fire Engine Ford, 1981- 1000gpm, #IFDYD8OU5BVJ17001 Lic. # N122630 Complete w/ all standard equipment.	1	09/82	\$ 140,298.00	\$ 142,000.
TRUCK, Fire Engine Ford, 1967- 1000gpm, #C85LUA58797, Lic # NR/167 Model # HS10 Complete w/ all standard equipment.	1	06/67	28,000.00	142,000.
VAN, Emergency Ambulance Ford, 1966-Super Econline Chassis, ID # E17AH873116 W/Equipment.	1	6/66	2,400.00	14,500.
GENERATOR, ONAN Model # 560-3P 5KVA, 4 cylinder gas, ID # 127593.	1	06/70	250.00	3,100.
801- FIRE CHIEF VEHICLE. 1 PTO pump-Gorman Rupp 1 storage box, Tool 1 light bar-federal 1 Unitrol siren, Mod. # 800Y5 1 Moble radio-RFG 1 rescue tool 1 resuscitator, eldon.	1	06/74	7,735.00	14,200.
TURN OUT SUIT, Western, Nomex, Complete.	5	06/72	920.00	1,900.
TURN OUT SUIT Globe, Nomex, Complete	5	06/76	875.00	1,750.
TURN OUT SUIT Globe, Nomex, Complete	5	06/79	1,045.00	1,750.
TURN OUT SUIT Fire Craft, Nomex, Complete.	6	06/80	1,494.00	1,920.
BREATHING APPARATUS, Scott, Mod.# BML308, Ser.# 16431	1	06/67	425.00	780.0
BREATHING APPARATUS, Scott, Mod.# BML308, Ser.# 16593	1	06/67	425.00	780.0
BREATHING APPARATUS, Scott, Mod.# BML308, Ser.# 17474	1	06/67	425.00	780.0
BREATHING APPARATUS, Scott, Mod.# BML308, Ser.# 21487	1	06/60	425.00	780.0

DESCRIPTION	QUANTITY	ACQUIRED DATE	ACQUIRED COST	REPLACEMENT COST
PAGER, Motorola, Pageboy Mod.# Ho38NC-1102, Ser. #BJ9855Y	1	06/67	\$ 269.00	\$ 420.00
PAGER, Motorola, Pageboy Mod.# H03BNC-1102 Ser.# BJ856Y	1	06/67	269.00	420.00
PAGER, Motorola, Pageboy Mod.# H03BNC-1102 Ser.# BJ857Y	1	06/67	269.00	420.00
PAGER, Motorola, Pageboy Mod.# H03BNC-1102, Ser.# BJ858Y	1	06/67	269.00	420.00
PAGER, Motorola, Pageboy Mod. # H03BNC-1102 Ser.# BJ859Y	1	06/67	269.00	420.00
ALERT MONITOR, Motorola, Mod.# MO3CNR110AW Ser. # OLO99Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW Ser. # OLL40Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW Ser. # OLL41Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW, Ser. # OLL42Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW Ser. # OLL43Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW, Ser. # OLL44Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # MO3CNR110AW, Ser. # OLL45Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod, # MO3CNR110AW, Ser. # OLL46Y	1	06/67	179.00	340.00
ALERT MONITOR, Motorola, Mod. # LO3CND-7100A Ser. # KO32L7P	1	06/72	150.00	340.00

DESCRIPTION	QUANTITY	ACQUIRED D.	ACQUIRED COST	REPLACEMENT COST
BREATHING APPARATUS, Scott Mod.# 80001300 Ser.# 57011214	1	06/75	\$ 385.00	\$ 635.00
BREATHING APPARATUS, Scott Mod.# 80001300, Ser.# 57011226	1	06/75	385.00	635.00
BREATHING APPARATUS, Scott Mod.# 80021200, Ser.# 87801468	1	06/78	555.00	720.00
BREATHING APPARATUS, Scott Mod.# 80021200, Ser.# 87901003	1	06/78	555.00	720.00
BREATHING APPARATUS, Scott Mod.# 80021200, Ser.# 87901688	1	06/78	555.00	720.00
BREATHING APPARATUS, Scott Mod.# 80021204, Ser.# 18-11-0615	1	06/82	508.00	560.00
BREATHING APPARATUS, Scott Mod.# 80021204, Ser.# 18-11-0799	1	06/82	508.00	560.00
TRANSCIEVER, Motorola, Mod.#75344A1900BK Ser.# 4FCSCUHB	1	03/81	723.00	780.00
TRANSCIEVER, Standard, VHF, Mod.#830L3, Ser.#4400122	1	03/77	512.00	780.00
TRANSCIEVER, Mobile, Aerotron, Aerocom, 6VFF, Mod.#60TT40 w/Gain Antenna.	1	12/76	896.00	1,400.00
TRANSCIEVER, Standard, Hand Held, Mod.#830L3, 3VHF Ser.#402951	1	11/76	500.00	785.00
TRUCK, Ford, 1976, F350, 10,000GVW. ID.#F37MRC52262, Lic.#E128976 Rescue.	1	09/76	7,901.00	16,000.00
REAPEATER, Movable, Aerotron, VHF, Mod.#60TTTR, Complete w/Antenna.	1	01/77	750.00	1,120.00
PAGING ENCODER UNIT, Slacom, Mod.# ME60	1	06/80	1,500.00	1,600.00
AIR STORAGE BOTTLES, 250cu.', (8)	1	03/72	888.00	2,400.00
ITEM OF AIR, 45 cu." Various, (22)	1	03/74	2,178.00	4,840.00
PAGER, Motorola, Pageboy, Mod.# H03BAC-1102, Ser.#BJ853Y	1	06/67	269.00	420.00
PAGER, Motorola, Pageboy, Mod.# H03BNV-1102, Ser.# BJ854Y	1	06/67	269.00	420.00

DESCRIPTION	QUANTITY ACQUIRED	DATE	ACQUIRED COST	REPLACEMENT COST
ALERT MONITOR, Motorola, Mod. #L03CND-7100A Ser. # K02L7P	1	06/72	150.00	340.00
ALERT MONITOR, Motorola, Mod. #L03CND-7100A Ser. #K02L8P	1	06/72	150.00	340.00
ALERT MONITOR, Motorola, Mod. # L03CND-7100A Ser. # L43L9D	1	06/72	150.00	340.00
ALERT PAGER, Standard Mod. # 8402-1, Ser. # 402072	1	06/74	254.00	450.00
ALERT PAGER, Standard Mod. # 8402-1, Ser. # 402016	1	06/74	254.00	450.00
ALERT PAGER, Standard Mod. # 8402-1 Ser. # 108	1	06/78	373.00	450.00
ALERT PAGER, Standard, Mod. # 8402-2 Ser. # 390486	1	06/78	373.00	450.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15853 w/Monitor.	1	07/79	290.00	410.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15854 w/Monitor	1	07/79	290.00	410.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15917 w/ Charger	1	07/79	340.00	410.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15918 w/ Charger	1	07/79	340.00	410.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15919 w/ Charger	1	07/79	340.00	410.00
ALERT PAGER, Sonar Mod. # 2518 Ser. # 15920 w/Charger.	1	07/79	340.00	410.00

DESCRIPTION	QUANTITY	ACQUIRED DATE	ACQUIRED COST	REPLACEMENT COST
ALERT MONITOR, Regency Mod. # E1-RTI-1 Ser. # 150B04903	1	06/74	\$ 134.00	\$ 260.00
ALERT MONITOR, Regency Mod. # E1-RTI-1 Ser. # 150B04916	1	06/74	134.00	260.00
PAGER MONITOR, Motorola Ser. # 101	1	06/79	360.00	450.00
PAGER MONITOR, Motorola Ser. # 102	1	06/79	360.00	450.00
TRANSCEIVER, Motorola Mod. # H23DEN1100AW Ser. # CJ2424	1	06/67	500.00	1,300.00
TRANSCIEVER Pace Mod. # FM-152 Ser. # 03512141	1	06/77	600.00	950.00
TRANSCEIVER, Standard Mod. # SRC830230 Ser. # 0400122	1	06/78	835.00	1,100.00
TRANSCEIVER, Wilson Mod. # HH400C Ser. # 16409	1	09/79	698.00	900.00
TRANSCEIVER, Wilson Mod. # HHL54 Ser. # HU46A3520	1	04/81	868.00	950.00
TRANSCEIVER, Motorola Mod. # MT-500 Ser. # 230AGG1732	1	05/81	735.00	1,700.00
SCANNER, Midland, Mod. # 13930 Ser. # 1083	1	06/74	175.00	280.00
SCANNER, AM, Jolly Roger Mod. # JR-1 Ser. # 20396	1	06/75	80.00	150.00
TELEPHONE, AUTO CORD, Knapp Ser. # T032M	1	06/74	200.00	350.00
CABINET, Wood, 2-door, Storage 36x24x96	2	03/68	140.00	400.00
DISPLAY CASE, Wood/Glass 7x1x6, Wall mounted, w/lts.	1	06/72	306.00	510.00

DESCRIPTION	QUANTITY	ACQUIRED DATE	ACQUIRED COST	REPLACEMENT COST
DESK, STEEL, Single Pedestal 60".	1	03/62	\$ 78.00	\$ 250.00
FIRE HOSE, 1 ½'x50', type:CJRL-Brass	33	06/67	1,420.00	3,300.00
FIRE HOSE, 1 ½'x50', type;GJRL-Brass	8	06/74	305.00	800.00
FIRE HOSE, 1 ½'x50', type;C-Poly, Lt. weight.	14	06/77	815.00	1,300.00
FIRE HOSE, 1 ½'x50', type C-Poly Lt. weight.	3	06/81	175.00	200.00
FIRE HOSE, 1 ½'x50', type, C-Poly Lt. weight.	5	06/82	290.00	320.00
FIRE HOSE, 2 ½'x50', type, CJRL, Brass	1	06/58	50.00	130.00
FIRE HOSE, 2 ½'x50', type, CJRL, Brass	1	06/60	350.00	910.00
FIRE HOSE, 2½'x50', type CJRL, Brass	75	06/68	4,725.00	9,750.00
FIRE HOSE, 3'x50', type Poly, Lt. weight.	3	06/72	435.00	580.00
FIRE HOSE, 2½'x50', type Poly Lt. Weight,	10	06/77	1,440.00	2,100.00
FIRE HOSE, 2½'x50', type, Poly Lt. weight.	10	06/78	1,440.00	2,100.00
FIRE HOSE, 2½'x50', type-Poly Lt. Weight.	22	06/80	2,510.00	3,200.00
HOSE WASHER, Circul-air. Mod. # ATJ-3, Ser. # 1487	1	06/68	850.00	3,600.00
HOSE DRYER, Circul-Air, Mod. # DL555 Ser. # 9471	1	06/68	750.00	3,400.00
TABLE, Hbse loading, 30" Diameter on steel base.	1	06/68	140.00	280.00

DESCRIPTION	QUANTITY	ACQUIRED DATE	ACQUIRED COST	REPLACEMENT COST
AUDIO VISUAL EQUIPMENT, Misc. lot	1	06/73	480.00	750.00
TELEVISION, Zenith, Color 17".	1	06/70	336.00	530.00
CAMERA, VIDEO, Panasonic Mod. # WV 3150 Ser # 23B00921, W/Case/Assoc.	1	06/82	1,230.00	1,300.00
VIDEO RECORDER, Panasonic, VHS Mod, # NV8410 Ser. #EIHA21286	1	06/82	899.00	950.00
VIDEO CASSETTE PLAYER, JVC, Mod. # SEA-82	1	06/82	1,265.00	1,320.00
TELEVISION MONITOR, Sony, Color Mod. # CKV 1900F Ser. # 208599	1	06/82	584.00	620.00
AUDIO VISUAL EQUIPMENT, Misc. lot.	1	06/82	340.00	370.00
AMPLIFIER, Wilron, VHF Mod. # WMH440, w/radio charger unit.	1	04/81	390.00	450.00
CHARGER, BATTERY, Kolher, Automatic, #5660	1	12/80	325.00	370.00
FILE, 4-drawer, Steel, letter/w/lock	1	03/73	221.00	480.00
DESK, Steel, Double Pedestal, 30'X60".	1	06/68	178.00	420.00
DESK, Wood, Double Pedestal, 30'X60".	1	03/69	148.00	380.00
SALVAGE Cover, 14X18'.	5	06/72	450.00	920.00
SMOKE EJECTOR, 10,000 cu. ft.	3	06/68	945.00	1,800.00
GENERATOR, Dayton, 2550 watt.	1	06/64	314.00	800.00
AIR COMPRESSOR, 3/4HP Auto tank type.	1	06/72	113.00	230.00
BENCH, Wood Shop, 16 lin. ft. X2'X3', W/ Bench grinder/visc.	1	06/68	265.00	520.00
SIREN, Federal. 7HP, Installed.	1	06/68	869.00	2,200.00
SIREN, Federal 5 HP, Installed.	1	06/68	788.00	1,900.00
AIR FILLING SYSTEM, American Bristol Inc. Fresh Air Model	1	09/79	1,800.00	2,300.00

DESCRIPTION	QUANTITY	ACQUIRED DATE	ACQUIRED COST	REPLACEMENT COST
TURN OUT SUIT.. PEC Kenlar Complete,	6	5/84	\$ 546.00	\$ 3,276.00
FIRE HOSE, 3'x50' type Poly Lt. WEIGHT.	41	6/74	@ 145.00	5,945.00
TRUCK, Fire Engine, FORD, 1937, 500GPM, Seagraves pump Howard Cooper SN#1025 Complete	1	/ 38	3,900.00	0
PUMPER, Hand, 1858 Cowing, 8" Pump Engine. Complete.	1	1886	1,900.00	0
CAR, Staff 1979 Chevy Impala LN # E 142811	1	1979	4,500.00	600.00
FIRE HOSE-1 3/4" 100' snaptite poly w/ ltwt	6	1985	1,650.00	1,650.00
			<u>\$251,633.00</u>	<u>442,176.00</u>

STAYTON FIRE HALL

INVENTORY

1984

CONFERENCE ROOM

1 Conference table	1 Wood Tilt Chair	1 Overhead projector/ # 3145011 stand.
1 Sony Color T.V. #208599	1 VCR 1/2" Zenith #40205282	1 Camera Power Unit # 501731
1 Zenith Remote Transmitter (for VCR)	1 3/4" VCR JVC #08711280	1 roll away cabinet
1 Cassette Tape player (Sony # 0097)	1 Bell & Howell carousel # 114878	1 Panasonic Portable VC
1 1/2" VCR Tapes	1 Tripod for VCR Camera	1 Panasonic A C Adaptor
8 Carousel slide trays.	1 Video Camera-Newvicon # 23800921 & Case.	1 VDO Pack
2 wall files(Magazine)	Training Books	1 metal bookcase
2 Cork boards	1 labeling set	1 waste basket Orange)
1 picture display board	1 film (New pulse of life)	1 electric wall clock
Misc. on walls.		

FRONT OFFICE

IBM Selectric II typewriter #6091853.	1-1 drawer metal card index
typewriter stand #1514	1 wall cork board
metal book cases	2 black desk top files
4-drawer metal file cabinets	2 flat metal files
Remington rand kardex	1 wood chair
acme visible Kardex	1 waste basket
cardboard map holder	1 3 hole punch
black typewriter chair	1 2 hole punch
orange tweed office chair	misc. books, maps, etc.

RADIO ROOM

-2 drawer metal card index cabinet.	1-4 drawer wood file cabinet
key storage box	1 voice gun #73922
metal wall magazine rack	misc. maps, cards, etc.
podium	1 office chair

MEETING ROOM

Pool table, 2 cues, rack balls
 folding tales, (8ft)
 Sony T.V. B/W
 Counsel Table
 tall red metal ashtrays
 metal bookcases.
 dart board/darts.
 antique radios
 5x4 chalk board
 2'x1½' chalk board
 resuscitator
 Super view slide sorter

35 plastic chairs
 1 vinyl chair (brown)
 1 Office Tilt chair
 1 Fire Extinguisher
 1 Flag & Pole
 1 View Screen
 1 magnetic board
 1 volunteer picture board
 1 duty roster board
 1 fire hydrant (Ed Bell)
 1 portable tape recorder (Woliensalt)
 Misc. on walls, pictures, boards,

WOMENS RESTROOM

Toilet paper dispensers
 towel master
 trash can
 lockers
 soap dispenser
 mirror

MENS RESTROOM

2 posters (Americia I Love Ya)
 1 Toilet paper dispenser
 1 towel master
 1 soap dispenser
 1 trash can
 1 ping pong table
 2 poker tables
 3 Resusci Anné's (2 lg. 1 sm)

CHIEF'S OFFICE

metal storage cabinet
 head lights
 door knob
 can penetrant plus graphite
 archer battery charger (Penlite)
 gal coding system convertor
 blades for F98
 rubber mallet
 - 15" crescent wrench
 box packing parts
 boxes misc. electrical plugs
 red lens (tail board)
 red lights (Tail board)
 cases goggles (24)
 roof ladder hooks
 gated y's 2½, 1½, 1½
 1 sealed beam lights
 7 floating flash lights
 Halogen Head lamp
 pack Fire Dept. stickers
 5 suspenders
 pr. silver gloves
 pagers, 4 chargers, 2 handheld chargers
 1 face shields
 case battery cleaner
 roll cloth
 boxes gas lanterns
 radio receivers
 shelf boards

21 Big base flood light bulbs
 13 color spot lights
 1 first aid supply box
 3 quarts auto transmission fluid
 1 napa spray gun #W12
 1 box anti fog.
 1 box misc Scott mask & Spare parts
 40 pc. socket set
 6 pc open wrench set
 1 box CPR Annie parts
 2 boxes misc couplings /Reducers
 1 box rubber gaskets
 1-2½" inline valve
 1 box expansion rings
 4 safety hooks
 1 box misc hydrant, spanner wrenches
 9 Fire Dept ID Plates
 2 boxes flash light batteries (75)
 1 electrical siren
 70 Volunteer patches
 13 pr. gloves
 1 pr. rubber gloves
 1 tape player # 0050
 1 speaker
 8 rolls paper towels
 1 red lens (809)
 2 small 1½" hoses
 1 metal boot case
 Mics. books, maps, pictures.

33 cassette tapes/case
 30 rolls toilet paper
 5-1½" ponys
 1 box cling wrappers
 1 case drain cleaner
 1 base bulb
 2 boxes wire splints
 4 emergency cables
 14 cement blocks

TRUCK BAYS

3 Garbage cans
1 tall red ash tray
1 Fire Exting. (Carbon Dioxide)
1 Fire Exting. (Dry Chem)
1 jumper cable
4 push brooms
1 sledge hammer
3 lg. squeeze
1 dust mop
2 rag mops
1 7up cooler
1 air compressor
1 shop vac
1 creeper
1 bench grinder
1 bench vise
1 dust pan
1-8' step ladder
3 hand saws
1 first aid kit
1 fire ext. (Multi purpose 5 lb)
1 storage cabinet (#0072) w/ paint
1 air tank
1-5 gal truck wash
1 portable pump (in crate)
1 portable generator (in crate)
1 portable generator (blue)
1-2½ gal wetting agent
3 pair truck chains
55 gal drum w/30 w oil
1 jingle board set (rings, fence)
1 7up machine
1 battery charger
1 5 gal jeep can (learn to burn)
1 hand truck
1 wood chair
3 grills
1 hose roller (on wheels)
1 build-in hose rack
1 hose dryer/rack
1 chair cart/wheels
34 folding chairs
5-5gal jeep cans (water)
15 sections 2½" hose
8 sections 1½" hose

6-2½" ponies
1 box surgical drapes 72"x 94"
1 box surgical drapes 34"x66"
1 complete Cascade charging system #0478-04
3 spare air tanks
2 garden hoses
4 cases paper towels
1 case toilet paper (100 rolls)
1 case compress & field gauge 22x36(12)
1 case terry bath towels 20x40(60)
2 cases bed sheets (72x106)
1 cord reel
7 extension cords
1 air coil
1 50' extension cord
2 hack saws
9 files
2 ballpin hammers
1 claw hammer
2 crescent wrench
14 pc. open end wrench
12 screw drivers
1 pr. needle nose pliers
2 pr vise grips
2 sets drill bits 1/16-1/2
misc. tools
nuts, bolts, nails

WEIGHT ROOM

1 punching bag
1 universal gym set
1 leg rep. bench
2 jump ropes
2 weight bars/weights
1 exercise bike

INVENTORY CONT'D

UPSTAIRS

2 garbage cans	8 old scott bottles/packs/cases
50' booster hose	1 front stand for 6x6
2 cables	1 hose clamp
2 Igloo coolers	1 pump (red)
1 big kettle	1 first aid kit
5-pump cans (Back pack)	1 barrel brass
1 small hose washer	1 box 8' florescent tubes
5-old fire ext.	10 gal foam
1 crated Generator	misc. Xmas supplies
9 muster buckets (2-25 gal drums)	elec. fan, truck parts.
14 litter stretchers	
153 wool blankets	
20 folding cots	
1 stretcher	
60 pillows	
15 wire splints	
10 wood splints	
1 first aid kit (blk case)	
6 hand suction hoses	
1 watering trough	
1 pop cooler	
6 wood tables	

LEASE AGREEMENT

This Lease Agreement, in duplicate, made and entered into this _____ day of _____, 1985, between:

THE CITY OF STAYTON,
a municipal corporation,
hereinafter referred to as "City"

and

STAYTON RURAL FIRE PROTECTION DISTRICT,
a rural fire protection district organized
under ORS Chapter 478,
hereinafter referred to as "District"

WITNESS:

WHEREAS, the parties intend to submit to the respective voters of the City and the District on March 26, 1985, the question of whether the District should annex the fire protection function of the City of Stayton and in the event the question is approved on March 26, 1985, it will be necessary for the District to lease from the City the fire station building location at 519 North First Avenue, Stayton, Oregon;

WHEREAS, the District is the owner of the old state highway shops on First Avenue in Stayton, Marion County, Oregon, and as part of the consideration of this lease, the City desires to continue the reciprocal use and lease of the buildings and premises at the location of the old state highway shops; now, therefore,

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES that if the annexation measure is approved by the respective voters of the City and the District on March 26, 1985, this agreement shall become effective and the term of this lease shall commence July 1, 1985, and terminate at 11:59 p.m. on June 30, 1988, provided, this agreement shall be automatically renewed for an additional one-year term in the event the District has submitted to the voters of the District for approval the question of whether general obligation bonds should be issued to fund the construction of a new fire station building and said question has been rejected. In the event the construction-bond question is approved within the term of this lease, then this lease shall be extended to cover the reasonable construction period necessary for the

District to occupy the newly-constructed fire station building.

The City leases to District the following-described property on the terms and conditions stated herein:

The Stayton headquarters fire station building (referred to as the Civic Building) located at 519 North First Avenue, Stayton, Oregon, more particularly described as follows:

Beginning on the quarter-section line extending North and South through the center of Section 10, Township 9 South, Range 1 West of the Willamette Meridian, in Marion County, Oregon, at a point which is South 0°13' East 517.08 feet and North 89°47' East 10 feet from the South East corner of Lot 26 of Potter's Addition to the town of Stayton, in Marion County, Oregon; thence South 89° 47' West 110 feet; thence North 0°13' West 82 feet; thence North 84°44' West 763.48 feet; thence South 0°13' East 190 feet to the North bank of the Salem Water Ditch; thence following said ditch Easterly to the aforesaid quarter-section line extending North and South through the center of said Section 10; thence North 0°13' West to the place of beginning.

The District's right to possession and obligations under the lease shall commence July 1, 1985.

The premises shall be used for fire protection purposes and for no other purpose without the prior written consent of the City. The City shall not charge the District for the lease of said structure or real property.

The building will be insured by the District during the lease period at the District's expense for the buildings' fully insured value, and shall name the City as an additional insured. In the event of damage or destruction of the structure, the proceeds from the fire insurance shall be used first to replace the damaged or destroyed items.

The District at its expense shall maintain comprehensive liability insurance on the leased premises during the lease period in an amount of at least \$50,000 to any claimant for any number of claims for property damage, \$100,000 to any claimant for all of their claims arising out of a single accident or occurrence and \$300,000 for any number of claims arising out of a single accident or occurrence or statutory limits as modified. The District shall name the City, its officers, agents and employees as additional insured under said policy.

The District agrees to indemnify the City, its officers, agents, and employees from any liability for any injury or damage to persons or property resulting from the District's use of the above-mentioned real property. The District shall pay the utilities and garbage together with maintenance of the leased premises, except water and sewer which would be furnished by the City at no expense to the District. The District shall be responsible only for ordinary maintenance of the building and the City shall be responsible for all other repairs, alterations and extraordinary maintenance.

The District shall make no improvements or alterations on the leased premises of any kind without first obtaining the City's written consent.

The City and its agents shall have the right to inspect the premises at any reasonable time or times to determine the necessity of repair.

No part of the leased property may be assigned, mortgaged or subleased, nor may have right of use of any portion of the property to be conferred on any third person by any other means, without the prior written consent of City.

The District shall submit a measure by July 1, 1987, to the voters of the District, seeking approval of a general obligation bond issue to fund the construction of a new fire station building. In the event the District fails to submit a measure within the time indicated, the City may terminate the lease as of June 30, 1988, by giving the District 120 days prior written notice. As a precondition to pursuing any remedy for a default by the District under this lease other than the bond measure, the City shall first provide the District with 30 days prior written notice specifying the manner in which the District is in default with default to occur if the District does not correct or commence correction of such failure within 30 days notice.

The District leases to the City the following-described property on the terms and conditions stated in Exhibit "A", attached hereto and incorporated herein by this reference, said property described, to wit:

A parcel of land lying in the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 10, Township 9 South, Range 1 West, W.M., Marion County, Oregon, and being a portion of the following described property: that tract of land which was conveyed by that certain deed to A. J. Richardson, recorded in Book 50, Page 307, of Marion County Record of Deeds; the said parcel being described as follows:

Beginning at a point on the center line of the North Santiam Highway No. 162, said point being 440.22 feet South of the quarter corner between Sections 3 and 10 in Township 9 South, Range 1 West; thence East a distance of 210.00 feet along the North line of said property; thence South a distance of 306.5 feet to the South line of said property; thence West a distance of 210.00 feet along said South line to the center line of said highway; thence North along the said center line a distance of 306.5 feet to the point of beginning.

The parcel of land to which this description applies contains 1.48 acres, of which 0.18 acre lies within the existing right of way, and 1.30 acres lie outside of the existing right of way.

In the event suit or action is instituted to enforce any of the terms of this agreement, the prevailing party shall be entitled to recover from the other party such sums as the Court may adjudge reasonable as attorney fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Dated and signed at Stayton, Oregon, by the Mayor and Administration of the City of Stayton, Oregon, acting in behalf of such City, and by the Stayton Rural Fire Protection District by its President and Secretary, acting in behalf of such District, this _____ day of _____, 1985.

CITY OF STAYTON, OREGON

By _____
Mayor

By _____
Administrator

STAYTON RURAL FIRE PROTECTION
DISTRICT

By _____
President

By _____
Secretary

EXHIBIT "A"
To Lease Agreement

The term of this lease shall run concurrently with the lease period specified on page 1 of the Lease Agreement and shall terminate concurrent therewith.

The rental shall be the payment by the lessee City of any and all out-of-pocket costs associated with carrying the property, including, but not limited to, utility costs, maintenance and insurance as provided below.

The City agrees and covenants that the District, at reasonable times and during reasonable hours, shall have free access to said premises for the purpose of examining the conditons thereof.

The City shall keep the exterior and interior of the District's buildings in good repair at all times.

No part of the leased property may be assigned, mortgaged, or subleased, nor may a right of use of any portion of the property be conferred on any third person by any other means, without the prior written consent of the lessor. This provision shall apply to all transfers by operation of law and transfers to and by trustees in bankruptcy, receivers, administrators, executors and legatees. No consent in one instance shall prevent the provision from applying to a subsequent instance.

It is mutually agreed that in case said premises shall be rendered untenable by fire or other casualty, the District may at its option terminate this lease, or repair its premises within 30 days, and failing so to do, or upon the total destruction of its premises by fire, the term hereby created shall cease and the responsibilities of the District and City each to the other also cease.

The City shall keep the premises adequately insured against fire loss and extended coverage. City shall bear the expense of any insurance insuring the property of the City on the premises against such risks but shall not be required to insure.

The City shall obtain from its insurance carrier a waiver of subrogation against the other party, agents, employees and invitees. The District shall not be liable to the City for any loss or damage caused by fire or any of the risks enumerated in a standard fire insurance policy with an extended coverage endorsement if such insurance was obtained at the time of such loss or damage. The party benefitting from a waiver of subrogation clause in an insurance policy will pay any additional premium required to obtain such a clause within 10 days after being notified by the other party of such additional cost unless the benefitting party can obtain such insurance without the additional cost from another insurance carrier satisfactory to the first party.

That before going into possession of the premises, the City shall procure and thereafter during the term of the lease shall continue to carry the following insurance at City's cost; public liability and property damage insurance in a

responsible company with limits of not less than \$100,000.00 for injury to one person, \$300,000.00 for injury to two persons or more in one occurrence, and \$10,000.00 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of the City's activities on or any condition of the leased premises whether or not related to an occurrence caused or contributed by the District's negligence, and shall protect District and City against claims of third persons. Certificates evidencing such insurance and bearing endorsements requiring ten days written notice to District prior to any change or cancellation shall be furnished to the District prior to City's occupancy of the property.

The City shall keep said premises free from all encumbrances whatsoever that may result from the occupancy or use of the same by said City.

That in the event any dispute shall arise between the parties hereto relative to this lease, or any clause thereof, or rights thereunder, it shall be finally determined by a board of three arbitrators or any two of them, one of whom shall be chosen by the District, one by the City and the third to be chosen by the two arbitrators selected by the District and the City respectively. The decision of said arbitrators when signed by any two thereof shall be final and conclusive on the parties hereto. The costs of said arbitration is to be borne equally by the parties hereto. The arbitration shall be held and conducted in the State of Oregon.

That the District will put the City in actual possession of the hereby demised premises at the beginning of the term aforesaid, and that the said City, on performing the covenants herein agreed by it to be performed, shall and may peaceably and quietly have, hold and enjoy the said premises for the said term.

It is understood that no modification of this agreement shall be valid unless in writing and signed by both parties hereto.

That time is of the essence hereof, and if the lessee shall make default in any of the covenants and agreements herein contained and to be kept by the City, this lease and the terms hereby granted shall, at the option of the District, cease and determine as fully and completely as if the day of fixed expiration of the term had arrived; and the City shall quit and surrender said premises and the District may immediately re-enter the said premises and remove all persons and property therefrom without the necessity of having first given notice, without prejudice.

However, no such default shall take place unless the District has given the City 15 days written notice of the particular default and if the particular default cannot be completely remedied within the 15-day period, no such default shall exist if the City begins correction thereof within said 15-day period and thereafter proceeds with reasonable diligence and in good faith to effect the remedy as soon as practicable.

LEASE AGREEMENT

This Lease Agreement, in duplicate, made and entered into this _____ day of _____, 1985, between:

THE CITY OF STAYTON,
a municipal corporation,
hereinafter referred to as "City"

and

STAYTON RURAL FIRE PROTECTION DISTRICT,
a rural fire protection district organized
under ORS Chapter 478,
hereinafter referred to as "District"

WITNESS:

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The premises shall be used for fire protection purposes and for no other purpose without the prior written consent of the City. The City shall not charge the District for the lease of said structure or real property.

The building will be insured by the District during the lease period at the District's expense for the buildings' fully insured value, and shall name the City as an additional insured. In the event of damage or destruction of the structure, the proceeds from the fire insurance shall be used first to replace the damaged or destroyed items.

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The District agrees to indemnify the City, its officers, agents, and employees from any liability for any injury or damage to persons or property resulting from the District's use of the above-mentioned real property. The District shall pay the utilities and garbage together with maintenance of the leased premises, except water and sewer which would be furnished by the City at no expense to the District. The District shall be responsible only for ordinary maintenance of the building and the City shall be responsible for all other repairs, alterations and extraordinary maintenance.

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Dated and signed at Stayton, Oregon, by the Mayor and Administration of the City of Stayton, Oregon, acting in behalf of such City, and by the Stayton Rural Fire Protection District by its President and Secretary, acting in behalf of such District, this 4 day of Feb, 1985.

CITY OF STAYTON, OREGON

By *Clare L. Lewis*
Mayor

By *Allen Underhill*
Administrator

STAYTON RURAL FIRE PROTECTION DISTRICT

By *George Drey*
President

By *Wayne Gilbert, Jr.*
Secretary

EXHIBIT "A"
To Lease Agreement

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