

**AGENDA**

**WILSONVILLE CITY COUNCIL SPECIAL MEETING  
JULY 7, 2016  
7:00 P.M.**

**NOTE THIS IS A THURSDAY**

**CITY HALL  
29799 SW TOWN CENTER LOOP  
WILSONVILLE, OREGON**

Mayor Tim Knapp

Council President Scott Starr  
Councilor Susie Stevens

Councilor Julie Fitzgerald  
Councilor Charlotte Lehan

**CITY COUNCIL MISSION STATEMENT**

To protect and enhance Wilsonville's livability by providing quality service to ensure a safe, attractive, economically vital community while preserving our natural environment and heritage.

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**Executive Session is held in the Willamette River Room, City Hall, 2<sup>nd</sup> Floor**

- 5:00 P.M. EXECUTIVE SESSION [25 min.]**  
A. Pursuant to ORS 192.660 (2)(e) Real Property Transactions  
ORS 192.660(2)(f) Exempt Public Records  
ORS 192.660(2)(h) Litigation  
ORS 192.660(2)(i) Evaluation of City Manager
- 5:25 P.M. REVIEW OF AGENDA [5 min.]**
- 5:30 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:35 P.M. PRE-COUNCIL WORK SESSION**
- A. Recreation Center Operator Award (Troha/Sherer) [20 min.]  
B. Recreation / Aquatic Center Ballot Measure [20 min.]  
(Sherer/Troha/Jacobson)  
C. Wilsonville/Kinsman Truck Turning Update (Weigel) [15 min.]  
D. LOC 2017 Legislative Priorities (Ottenad) *tentative* [15 min.]
- 6:50 P.M. ADJOURN**
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**CITY COUNCIL MEETING**

The following is a summary of the legislative and other matters to come before the Wilsonville City Council a special session to be held, Thursday, July 7, 2016 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on June 28, 2016. Remonstrances and other documents pertaining to any matters listed in said summary filed at or prior to the time of the meeting may be considered therewith except where a time limit for filing has been fixed.

**7:00 P.M. CALL TO ORDER**

- A. Roll Call
- B. Pledge of Allegiance
- C. Motion to approve the following order of the agenda and to remove items from the consent agenda.

**7:05 P.M. MAYOR'S BUSINESS**

- A. City Manager Employment Contract **Page 4**
- B. Library Board Appointment
- C. Upcoming Meetings **Page 10**

**7:25 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

This is an opportunity for visitors to address the City Council on items *not* on the agenda. It is also the time to address items that are on the agenda but not scheduled for a public hearing. Staff and the City Council will make every effort to respond to questions raised during citizens input before tonight's meeting ends or as quickly as possible thereafter. Please limit your comments to three minutes.

**7:30 P.M. COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS**

- A. Council President Starr – (Park & Recreation Advisory Board Liaison)
- B. Councilor Fitzgerald – (Development Review Panels A & B Liaison)
- C. Councilor Stevens – (Library Board and Wilsonville Seniors Liaison)
- D. Councilor Lehan– (Planning Commission and CCI Liaison)

**7:40 P.M. CONSENT AGENDA**

- A. Minutes of the June 6, 2016 City Council Meeting (staff – King) **Page 11**

**7:45 P.M. PUBLIC HEARING**

*This item will need a motion to be continued to date certain of July 18, 2016.*

- A. **Resolution No. 2589**  
A Resolution Of The City Of Wilsonville, Acting As The City's Contract Review Board, Exempting And Awarding A Public Facilities Improvement Agreement Under W.C. 2.312(5) For The Tooze Road Storm Sewer Project To Polygon WLH LLC (Polygon) For The Construction Of A Stormwater System To Serve Polygon's Calais East Subdivision And The Future Tooze Road Improvement Project As A Condition Of The Calais East Land Use Approval. (staff – Ward)

**8:00 P.M. NEW BUSINESS**

- A. **Resolution No. 2590** **Page 23**  
A Resolution Authorizing A Five Year Capital Interfund Loan From The Water Fund To The Stormwater Capital Fund. (staff – Cole)

- B. **Resolution No. 2591** **Page 26**  
A Resolution Authorizing A Five Year Capital Interfund Loan From The Water Fund To The Street Capital Fund. (staff – Cole)
- C. **Resolution No. 2592** **Page 29**  
A Resolution Of The City Of Wilsonville, Oregon Calling For A Measure Election To Be Included In The General Election To Be Held November 8, 2016, To Submit To The Voters The Question Of Issuing General Obligation Bonds In An Amount Not To Exceed \$35 Million To Finance The Construction Of A Wilsonville Recreation And Aquatic Center. (staff – Sherer, Troha, Cole, Jacobson)
- D. **Resolution No. 2593** **Page 37**  
A Resolution Of The City Of Wilsonville, Oregon Calling For A Measure Election To Be Included In The General Election To Be Held November 8, 2016, To Refer To The Voters The Question Of Whether The City Should Continue Its Ban On Marijuana Facilities Within The City. (staff – Jacobson)
- E. **Resolution No. 2594** **Page 44**  
A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute A Purchase And Sale Agreement With Washington County For 7.58 Acres Of Land On SW Boberg Road For Public Work Complex. (staff – Kerber)
- F. **Resolution No. 2595** **Page 65**  
A Resolution Of The City Of Wilsonville, Oregon, Selecting Sports Facilities Management, LLC To Operate The City Of Wilsonville Proposed Recreation And Aquatic Center. Selection Is Contingent On Passage Of The Bond Measure By Voters On November 8, 2016 And Successful Negotiation Of An Agreement Between The City Of Wilsonville And Sports Facilities Management, LLC. (staff – Troha, Sherer)

**8:35 P.M. CITY MANAGER’S BUSINESS**

**8:40 P.M. LEGAL BUSINESS**

**8:45 P.M. ADJOURN**

Time frames for agenda items are not time certain (i.e. Agenda items may be considered earlier than indicated. The Mayor will call for a majority vote of the Council before allotting more time than indicated for an agenda item.) Assistive Listening Devices (ALD) are available for persons with impaired hearing and can be scheduled for this meeting if required at least 48 hours prior to the meeting. The city will also endeavor to provide the following services, without cost, if requested at least 48 hours prior to the meeting:-Qualified sign language interpreters for persons with speech or hearing impairments. Qualified bilingual interpreters. To obtain services, please contact the City Recorder, (503)570-1506 or [king@ci.wilsonville.or.us](mailto:king@ci.wilsonville.or.us)

**CITY OF WILSONVILLE  
EMPLOYMENT AGREEMENT**

This Employment Agreement (“Agreement”) is made and entered into on the \_\_\_\_ day of July, 2015, by and between the City of Wilsonville of Oregon, a municipal corporation (“City”) and Bryan Cosgrove (“Employee”), both of whom understand and agree as follows:

**WITNESSETH:**

WHEREAS, City desires to employ Bryan Cosgrove as City Manager of the City of Wilsonville, as provided by the Wilsonville City Charter and Section 2.105 of the Wilsonville Code; and

WHEREAS, it is the desire of the Governing Body, hereinafter called “Council,” to establish certain conditions of employment, to establish certain benefits, and to set working conditions of said Employee; and

WHEREAS, Employee desires to accept employment as City Manager of the City of Wilsonville;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**Section 1. Duties and Work Hours**

City hereby agrees to employ Employee as City Manager of the City of Wilsonville. Employee agrees to devote his full-time efforts to performing the functions and duties of City Manager, as described in the Wilsonville City Charter and Section 2.105 of the Wilsonville Code, and to perform other legally permissible and proper duties and functions as the Wilsonville City Council (“Council”) assigns to him. Employee’s normal work hours are generally 8 am to 5 pm. In addition, due to the nature of the City Manager’s position, Employee will be required to attend numerous evening and some occasional weekend meetings. As a result, City allows for reasonable flexibility in the normal work hours and also provides for up to five (5) “compensatory time” days off, to be used in Employee’s reasonable discretion, at times when his workload and meeting schedule allow. Any additional compensatory days will require prior City Council approval.

**Section 2. Employment Date and Status**

Employment is at all times AT WILL, meaning Employee can resign and City can terminate Employee’s employment at any time, with or without cause, subject to the severance

benefits described below. Employee will be exclusively employed by City commencing on June 20, 2011, which date is hereinafter referred to as the Employment Date.

### **Section 3. Compensation and Other Allowances**

Employee will receive annual compensation of One Hundred Forty-Four Thousand, Four Hundred Twenty-Eight Dollars and Eleven Cents (\$144,428.11) ("Salary"). Thereafter, Salary will be reviewed by Council annually as a part of Employee's annual performance review, as described in Section 8. In addition to Salary, because Employee is required to use his personal vehicle to travel to attend to City business and his personal cellular device to conduct City business, Employee will receive a Four Hundred Dollar (\$400) per month (\$4,800 annually) car allowance and a One Hundred Dollar (\$100) per month (\$1,200 annually) technology allowance. In addition to the foregoing, Employee will receive the standard benefits offered to City employees, as outlined in Section 4 below.

### **Section 4. Other Benefits**

City will provide Employee with a standard benefit package, as is offered all other administrative full-time City employees, including health, dental and life insurance, PERS benefits, and sick leave. In addition, Employee will earn twenty (20) days of vacation annually. The employee has the option to cash out ten days (80 hours) of vacation time at the employee's hourly rate of \$69.44. In addition to the standard City benefits, management employees, including the City Manager, are also enrolled in a 401(a) retirement plan after six (6) months of employment. The City will contribute four percent (4%) of the Employee's base Salary to the Employee's 401(a) retirement plan. This plan vests over a six (6) year period, with no vesting until the second year of employment. Details on all benefits are available through the Human Resources Department. If the Employee separates from service due to illness or death prior to reaching 100% vested status in his 401(a) account, the City will pay the Employee (or his designated beneficiaries) an amount equal to the unvested portion of his 401(a) account and any applicable taxes.

### **Section 5. Dues and Subscriptions**

City agrees to budget and to pay for the professional dues and subscriptions of Employee necessary for his continuation and reasonable participation in the International City/County Management Association ("ICMA") and the Oregon City/County Management Association ("OCCMA"), which participation is desirable for his continued professional growth and advancement, and also for the good of City.

**Section 6. Professional Development**

City encourages Employee to attend the annual League of Oregon Cities conference and a spring and summer conference for Oregon city managers. Employee may also attend conferences and meetings of in-state committees or commissions of which Employee has been approved by City to be a participating member. Out-of-state travel for conferences and meetings and memberships on national committees or commissions may be allowed if budgeting allows and such travel is deemed beneficial for the professional development of Employee and also benefits City. Such out-of-state or extraordinary travel will require prior approval by Council. Having authorized membership of Employee in ICMA and OCCMA, City will pay Employee's membership fees and reasonable attendance costs to their annual conferences, in accordance with City's travel and expense guidelines and policies.

**Section 7. Civic Involvement**

City and Employee agree that it is necessary and desirable for Employee to be an active participant in Wilsonville community activities and civic organizations that compliment his position as City Manager and give him positive visibility in the community. City agrees to pay for membership in one or more civic organizations; provided, however, Council, in its sole discretion, shall have the right to disapprove membership in any organization that would be in conflict with or could reasonably cause a conflict of interest with Employee's role as City Manager.

**Section 8. Performance Evaluations**

Council shall review and evaluate the performance of Employee approximately annually or more frequently than annually if performance issues exist. During the first year of employment, Council may elect to conduct a six (6) month review of performance. Said review and evaluation shall be in accordance with the specific criteria developed by City for City Manager review. Said criteria may be added to or deleted from as Council may from time to time determine. In conjunction with such review, Council and Employee shall define such goals and performance objectives which they determine necessary for the proper operation of City and attainment of Council's policy objectives. Council and Employee shall work together to establish priorities among those various goals and objectives. Once determined and agreed upon by Employee and Council, the goals and objectives will be reduced to writing and will be used to evaluate Employee's performance throughout that goal year. The goals will be set to generally be attainable within the time limitations specified and within the annual operating and capital budgets and appropriations provided for.

**Section 9. Termination and Severance Pay**

In the event Employee is terminated by Council, and at such time of termination Employee remains willing and able to perform his duties under this Agreement, then if such

termination is not “For Cause,” City agrees to pay Employee a severance payment equal to six (6) months’ Salary plus reimbursement for health benefits in place at the time of termination (“Severance”). Payment of the Severance is conditioned upon Employee signing a Settlement and Release of Claims Agreement in consideration of such payment. Council may elect to pay the dollars portion of the Severance Payment in a lump sum or in six (6) equal monthly installments. To the extent allowed by law, COBRA medical coverage premiums will be reimbursed after payment by Employee monthly for six (6) months. Severance will not apply if Employee either does not sign the Settlement and Release of Claims Agreement or if Employee is terminated “For Cause.” As used herein, “For Cause” shall mean that Employee is terminated because of malfeasance, gross negligence, insubordination, theft, deception (by material untrue statement or material intentional omission), fraud, or a criminal felony conviction.

No Severance will be paid if Employee voluntarily leaves his position, if Employee for any reason cannot meet the bonding requirements of City, or if Employee is terminated by City before the end of his introductory period of six (6) months.

In the event Employee is unable to work because of disability, the Severance amount set forth in Section 10 shall apply in lieu of the above Severance.

If Employee finds other employment within the six (6) month Severance period, then Severance will cease to be paid as soon as Employee begins such other work, and if it has been paid in advance, it shall be proportionately repaid to City. Similarly, if Employee becomes eligible for other medical coverage within the six (6) month period, he shall notify City and medical coverage reimbursement will cease beginning with the first day of the month during which he begins receiving medical coverage.

In the event Employee voluntarily resigns his position with City, Employee agrees to use good faith efforts to give City three (3) months’ notice in advance, unless the parties otherwise agree. Employee shall not be entitled to Severance if Employee voluntarily resigns, regardless of how and when notice is given.

### **Section 10. Disability**

If Employee is permanently disabled or is otherwise unable to perform his duties because of sickness, accident, injury, mental incapacity, or health for a period that exceeds exhaustion of allowed state and federal family medical leaves, City shall have the option to terminate this Agreement and, in that case, Severance will be equal to three (3) months of wages and health benefits, but will cease to be paid as soon as disability insurance proceeds begin to be received, if such payments occur sooner than the expiration of the three (3) month Severance period.

### **Section 11. Suspension in Lieu of Termination or Immediate Termination**

City may suspend Employee with full pay and benefits at any time during the term of this Agreement, but only if a majority of Council vote to suspend Employee pending an investigation

into allegations of malfeasance, gross negligence, insubordination, theft, deception, fraud, or a criminal felony charge. Suspension discussion shall occur in executive session, to the extent permitted under Oregon public meetings laws. The action to suspend will be taken in a public meeting, to the extent required by Oregon law. Employee shall be given written notice setting forth any allegations that could lead to suspension at least five (5) days prior to such executive session and shall be given the opportunity to present defenses or provide a statement during executive session, but Employee shall not be allowed to be present during Council deliberations that follow. During that five (5) day or more interim period before the matter can be heard by Council, City may temporarily suspend Employee with pay. Nothing contained herein shall be construed to require a suspension before termination.

### **Section 12. Indemnification**

City shall defend, save harmless, and indemnify Employee against any tort, professional liability claim or demand, or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as City Manager. City may compromise and settle any such claim or suit and shall pay the amount of any settlement or judgment rendered thereon. No indemnification shall apply to acts done outside the course and scope of employment.

### **Section 13. Bonding**

City shall bear the cost of any fidelity or other bonds required of Employee under any law or occurrence relating to Employee's employment as City Manager.

### **Section 14. Other Terms and Conditions of Employment**

Council, in consultation with Employee, shall fix any such other terms and conditions of employment as it may determine from time to time, relating to the performance of Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City Charter, or any other law.

### **Section 15. General Provisions**

This Agreement shall constitute the entire agreement between the parties.

This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Employee.

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and affect.

This Agreement may only be amended in writing, signed by both City and Employee.

Waiver of any provision of this Agreement, either by City or Employee, shall not constitute a future waiver of that or any other provision of this Agreement.

This Agreement shall be construed and interpreted in accordance with the laws of the State of Oregon, and venue for any dispute shall be in Clackamas County.

This Agreement, along with City’s employment policies (as they may be amended and expanded from time to time) which have been or will be provided to and signed by Employee, sets forth the entire Agreement between the parties with respect to the subject matter contained herein and supersedes all prior agreements, negotiations, promises, or communications that are not contained herein.

IN WITNESS WHEREOF, the City of Wilsonville has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Recorder. Employee has signed and executed this Agreement. This Agreement may be signed in counterpart and with duplicate originals so that City and Employee will both have an original copy of this Agreement.

DATED: July     , 2015.

CITY OF WILSONVILLE

By: \_\_\_\_\_  
Tim Knapp  
As Its: Mayor

EMPLOYEE

\_\_\_\_\_  
Bryan Cosgrove

ATTEST:

\_\_\_\_\_  
Sandra C. King, MMC, City Recorder

APPROVED AS TO FORM:

\_\_\_\_\_  
Barbra Jacobson, City Attorney

**CITY COUNCIL ROLLING SCHEDULE****Board and Commission Meetings 2016****Items known as of 06/29/16****JULY**

<b>DATE</b>	<b>DAY</b>	<b>TIME</b>	<b>EVENT</b>	<b>LOCATION</b>
7/4	Monday		City offices closed for 4 <sup>th</sup> of July	
7/7	Thursday	7 PM	City Council Meeting	Council Chambers
7/11	Monday	6:30 PM	DRB Panel A	Council Chambers
7/13	Wednesday	6 PM	Planning Commission	Council Chambers
7/18	Monday	7 PM	City Council Meeting	Council Chambers
7/25	Monday	6:30 PM	DRB Panel B	Council Chambers
7/27	Thursday	6:30 PM	Library Board	Library

**COMMUNITY EVENTS**

**Wilsonville Farmers Market** – Thursdays starting May 19<sup>th</sup>  
4-6 P.M. Sofia Park in Villebois

**Hazardous Waste Collection Day**  
Saturday, July 9<sup>th</sup> 9 a.m. to 2 p.m. City Hall Parking Lot

**Movies in the Park** – Memorial Park River Shelter -- Movies begin at dusk  
Friday, July 15<sup>th</sup>, 24<sup>th</sup>, and 29<sup>th</sup>

**Rotary Concert** – 6:30 PM Town Center Park  
Thursday July 21<sup>st</sup> – Johnny Limbo & the Lugnuts  
Thursday July 28<sup>th</sup> – The June Bugs

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A regular meeting of the Wilsonville City Council was held at the Wilsonville City Hall beginning at 7:00 p.m. on Monday, June 6, 2016. Mayor Knapp called the meeting to order at 8:13 p.m., followed by roll call and the Pledge of Allegiance.

The following City Council members were present:

Mayor Knapp  
Councilor Starr  
Councilor Fitzgerald - excused  
Councilor Stevens  
Councilor Lehan

Staff present included:

Bryan Cosgrove, City Manager  
Jeanna Troha, Assistant City Manager  
Barbara Jacobson, City Attorney  
Sandra King, City Recorder  
Nancy Kraushaar, Community Development Director  
Chris Neamtzu, Planning Director  
Dan Pauly, Associate Planner  
Eric Mende, Engineer

Motion to approve the order of the agenda.

**Motion:** Councilor Starr moved to approve the order of the agenda. Councilor Stevens seconded the motion.

**Vote:** Motion carried 4-0.

## **MAYOR'S BUSINESS**

### **A. Tourism Committee Appointments**

1. Position #1 term ends 6/30/19 – Kathleen Mason, Aurora Colony Historical Society
2. Position #2 term ends 6/30/19 – Elaine Swyt, Mediaphysics; Wilsonville Parks & Recreation Advisory Board

**Motion:** Councilor Lehan moved to appoint Kathleen Mason and Elaine Swyt to positions one and two respectively, to the Tourism Committee for a term ending June 30, 2019. Councilor Starr seconded the motion.

**Vote:** Motion carried 4-0.

### **B. Upcoming Meetings**

Mayor Knapp announced the regularly scheduled meeting and noted the regional meetings he attended on behalf of the City.

## **COMMUNICATIONS**

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A. Washington County Visitors Association (WCVA) Report, Carolyn McCormick, CEO

Carolyn McCormick, CEO, Washington County Visitors Association explained the WCVA is a destination marketing organization funded by the transient lodging tax (TLT) who represents all of the cities in Washington County. Recently the WCVA rebranded their organization as “The Tualatin Valley” and they have embarked on a marketing program throughout the state.

She identified the number of dollars and full time jobs brought to Washington County by the travelers to the county and described the future hotel growth in the area, with most of the growth in Hillsboro. An overview of the capital project grant program was provided.

Mayor Knapp noted Ms. McCormick provides her expertise as a member of Wilsonville’s Tourism Committee, as does Mr. O’Malley of the Wilsonville Chamber of Commerce.

B. Walk Friendly Communities Bronze Level Designation

Planning Director Chris Neamtzu said Wilsonville received the Bronze Walk Friendly Communities (WFC) designation. The National Pedestrian and Bicycle Information Center based at the University of North Carolina in Chapel Hill recently announced that Wilsonville’s designation as a Walk Friendly Community is being extended for an additional 5-years; the City originally received the designation in 2011.

The Bronze level recognizes the City’s on-going efforts to improving a wide range of conditions related to walking, including safety, mobility, access and comfort.

The WFC designation is conferred only to applicant communities that are verified to have a commitment to improving and sustaining walkability and pedestrian safety through the adoption and implementation of comprehensive programs, plans and policies.

Wilsonville is one of only 58 Walk Friendly Cities across the nation. In Oregon, other Walk Friendly Communities include Corvallis, Bend, Sisters, and Tigard.

Receipt of this award is confirmation of the City Council’s commitment to proactive promotion of policies and programs that provide accessibility to all citizens and to creation of a city that places high value of mode choice and connectivity.

**CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS** – There was none.

**COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS**

Council President Starr – (Park & Recreation Advisory Board Liaison) announced the date of the next Parks and Recreation Board meeting and that additional opportunities to hear more about the Parks and Recreation Aquatic Center will occur at the June 8th Planning Commission meeting, and at an open house to be held at the Parks and Recreation Building on June 29th.

Councilor Stevens – (Library Board and Wilsonville Seniors Liaison) reported the Library’s Summer Reading Program started June 1st; and announced other events scheduled at the Library. She announced

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the Wilsonville's Farmer Market held on Thursdays at Sofia Park in Villebois, and thanked city staff who participated in the Tonkin Run for the Love of Schools this past weekend.

Councilor Lehan– (Planning Commission and CCI Liaison) reported on the upcoming meeting of the DRB, and noted the open house on the Recreation and Aquatic Center to be held at the June 8th meeting of the Planning Commission. The Councilor reported the Murase Plaza and Town Center Park water features opened on June 1st.

### **CONSENT AGENDA**

Ms. Jacobson read the title of the Consent Agenda item for the record.

A. **Resolution No. 2583**

A Resolution Of The City Of Wilsonville Authorizing The City Manager To Execute An Addendum To The Frog Pond Area Plan Contract With Angelo Planning Group

**Motion:** Councilor Stevens moved to approve the Consent Agenda. Councilor Lehan seconded the motion.

**Vote:** Motion carried 4-0.

### **PUBLIC HEARINGS**

Ms. Jacobson read the titles of Ordinance No. 792, 793 and 794 into the record. The public hearings may be held concurrently, however the motions on the Ordinances should be made separately.

A. **Ordinance No.792** – 1<sup>st</sup> reading

An Ordinance Of The City Of Wilsonville **Annexing** Approximately 10.2 Acres Of Territory Including A Segment Of SW Garden Acres Road Right-Of-Way And An Adjacent Parcel Of Land East Of SW Garden Acres Road North Of SW Ridder Road And The Current Republic Services Development Into The City Limits Of The City Of Wilsonville, Oregon. The Territory Is More Particularly Described As Tax Lot 600 Of Section 2C, T3S, R1W, Washington County, Oregon And Adjacent Right-Of-Way, Willamette Resource Incorporated, Petitioner.

Mayor Knapp called to order the public hearing on Ordinances 792, 793 and 794 at 8:57 p.m.

Dan Pauly, Associate Planner, presented the staff report.

Following their review at the May 9, 2016 meeting, the Development Review Board, Panel A, recommended approval of the applications for Annexation, Comprehensive Plan Map Amendment, and Zone Map Amendment for the subject property. The DRB also approved a Stage I Master Plan Revision, Stage II Final Plan, Site Design Review, Setback Waiver, and Type C Tree Removal Plan for development of a food waste to biogas to electricity facility on a portion of the property.

Republic Services has a growing operation in Wilsonville. The Wilsonville campus currently includes a Materials Recovery Facility (MRF) for processing and sorting waste, collection operations offices, maintenance shop, and storage and support services. Republic Services and their predecessor companies have owned approximately 10 acres north of their campus for many years, which currently sits outside

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Wilsonville City limits. In support of their continued growth, Republic Services wishes to annex the property into the City, adopt City Comprehensive Plan and Zoning designations, and adopt a master plan for their entire campus. Concurrently, Republic Services has submitted land use applications for the development of a food waste to biogas facility by their partner, SORT Bioenergy.

Mr. Pauly explained the location of the property, and the decisions made by the DRB regarding the annexation, Comprehensive Plan Map Amendment, and the Zone Map Amendment. The area is part of the Coffee Creek Master Plan and inside the UGB. The area is also considered regionally significant industrial lands (RSIA), and it will be designated as PDI-RSIA. The current Washington County designation of Future Development-20 will be changed to Wilsonville's PDI-RSIA zoning.

Mr. Pauly noted the changes that will be made to the current facility in the Stage I Master Plan Revision. Kinsman Road, which currently traverses the site, will be removed with the adoption of the TSP amendments and re-designation of Garden Acres as a collector road.

The SORT facility will process commercial food waste which will be converted into methane gas to be burned to create electricity which will then be sold to the electricity grid. The methane will also be used to power the CNG truck fleet. The food waste processing building will be entirely enclosed with negative air pressure, and odors will be controlled. Discharge to the sewer system has been addressed. The PD-RSIA standards are very strict and if all of the performance standards are not met the use will be prohibited. The applicant has demonstrated they will meet all of the performance standards. Mr. Pauly described the trees covering the site and the tree plan proposed by the applicant.

Councilor Starr asked if the property to the north has been notified and whether they have weighed in during the process, and if methane gas safety had been addressed. He also wanted to know the percentage of the effluent going into the city's sewer system.

Mr. Pauly responded the owner of that property has not voiced any concerns, they have heard from brokers who work in the industrial market who are concerned about the effect that odors would have on future development in the area. Currently that property is rural and it is expected to redevelop into industrial uses in the future. Regarding methane gas, industry safety standard protocols will be in place. The process does create solids that will be used to fertilize fields. Unlike a sewer treatment plant, there is control over the input and the output as well. Mr. Pauly added the sources of the raw material are commercial accounts, food manufactures, and food manufacturing byproducts in the region. The applicant must comply with all DEQ standards to retain their permit.

Mayor Knapp asked about the alignment of Clutter Road and how the businesses to the west will be affected.

Mr. Pauly explained the TSP amendment has this road tying into the new Ridder Road/Garden Acres Road. Although the final road design is not completed, the TSP does acknowledge this is an industrial area and the road will be designed for the truck turning radius.

The Mayor asked if the applicant would be responsible for the ongoing performance of the facility in the conditions, or will they only be responsible to build what they say they are going to build. The ongoing performance to manage odors will be important to the industrial neighbors and residents throughout the area and the city must be confident the odors are contained.

Mr. Pauly said the applicant is responsible for the ongoing performance of the facility, and if they are not meeting the performance standards, they will be shut down. Odor control is a top priority for staff. Staff

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has toured the Durham plant run by Clearwater Services which uses technology similar technology to that being proposed at this location. Because odor is a major concern, staff hired experts to review the project, and the experts are confident that odor will not be an issue during the processing.

Mayor Knapp mentioned the fats, oils and grease and asked whether the technology will address these items so they do not negatively impact the city's wastewater treatment plant.

Mr. Eric Mende, Capital Projects Engineering Manager explained further. When the application first came in staff had a lot of questions since this is a new technology. CH2M Hill was brought in as the technical expert as was Randy Watson, the City's Pre-treatment Coordinator, and staff gained a higher comfort level as we learned about the technology. The industrial pre-treatment discharge permit will address discharge issues, and performance standards in the Code will be included as conditions of approval. Mr. Mende explained the process used in a wastewater treatment plant is an aerobic process which can create odors, versus the anaerobic totally contained process used at this new plant. He was confident the applicant would perform on their promises. Performance standards will be in place, including frequent monitoring, the applicant will prepare operations and monitoring plans. The standards the applicant will be held to are the same standard the City holds itself to for the wastewater plant. Staff has high confidence the applicant will do what they need to do and they do need a DEQ permit which will provide additional conditions they will need to meet.

Mr. Cosgrove asked if the trucks entering the site will be covered which could add to the odor aspect of the processing. Mr. Mende deferred that question to the applicant.

Mayor Knapp asked if the applicant had plans to enlarge their plant if they were successful.

Mr. Pauly thought the applicant had built in the ability to grow by not operating at 100 percent capacity up front; however, adding additional digesters or towers has not been discussed.

Councilor Starr asked if the city's wastewater plant was prepared to handle grease.

Mr. Mende understood the operator would be turning grease into methane and then burn it to generate electricity to sell back to the grid. What would be going down the sewer system are mostly suspended solids.

Councilor Starr asked if the rodent issue has been addressed. Mr. Pauly said that was one of the criteria the applicant addressed. Being a fully enclosed system and a clean system inside will prevent a rodent population.

Mayor Knapp invited the applicant to make their presentation.

Ben Altman, Pioneer Design Group, 9020 SW Washington Square Road, Portland, represented the applicant Republic Services and SORT Bio-energy. Mr. Altman introduced Brian May with Republic Services and Paul Woods from SORT Bio-Energy. Mr. Altman indicated the annexation of the property into the City is the first step in moving forward with the application. The real focus is the site development activity. He pointed out the drawing showing the Clutter Road curve is not the final design, but is representative and needs to be worked out with the City.

Mr. Woods acknowledged the excellent work of the staff throughout the project. He stated for SORT to make the application to the City, they complied with state code and noticed every owner or occupant of property within a one-half mile radius of the property and held a community meeting in January 2016.

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**CITY COUNCIL MEETING MINUTES**

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There has been a lot of outreach and notice to the public about the project and how it operates. From a material handling standpoint, this material is generated within the Portland Metro area, and the project is intended to serve the Portland-Metro area and to remove commercial food waste from the landfill, provide an alternative that captures the bio-energy value and nutrient value in the food waste. Mr. Woods explained the process used in processing the food waste, noting there was no overnight storage of the material, there will not be any storage of the material on the floor over night or aggregation of material in a manner to allow odor to compound. The food waste is collected that day, brought to the facility, dumped on the floor for pre-processing, and by the end of the day it is in the tanks where it is fully contained and the odor is controlled.

Once the material is in the anaerobic digestion system it is using natural anaerobic bacteria to convert the carbon and the hydrogen in the food waste into methane gas retaining the nutrient value. Once the slurry is removed from the anaerobic digester it is de-watered, the solids are reused, and the liquids go to the sewer. It is hoped the liquids will be applied to the land because of the nutrient value.

Mr. Woods explained how the grease in the digester will be converted into energy and how the odors will be controlled through the use of different technologies. He stated they agree with all of the conditions placed on the project and that trees will be preserved to provide a buffer to the adjoining properties, and truck traffic will be during off-peak hours.

Brian May, Republic Services, commented today over 15,000 tons of commercial food waste comes to Willamette Resources which is then transferred to Corvallis. The transfer may take up to three days. With the SORT process, the material will come into a negative air facility, be processed the same day, and go directly into a confined system, which will be an improvement. There will be a reduction in trips since the 15,000 tons will not be trucked out, but processed on site.

Mr. Woods spoke to the handling of methane gas, and said they would be following all of the NFPA (National Fire Protection Association) rules and requirements about gas handling safety. The technology provider is experienced in designing anaerobic digesters, including the gas handling system and gas handling sphere.

Mr. Altman added the project has been reviewed by Tualatin Valley Fire and Rescue (TVF&R) who has completed their preliminary review, and they will also review the plans at the building permitting stage. Secondary access has been provided for TVF&R, and the building will have fire sprinklers.

The Mayor asked about the timing of the process with materials arriving every day, but being removed from the tank every 24 days.

Mr. Woods said the material is processed every day. It is pumped into a predigesting tank; from there material is pumped into and out of the digester 24/7 into the post digestion tank; it is not a batch process but rather it is a continuous process.

Mayor Knapp asked if the input stream was dependent on a contract with Metro, and were they building this and hoping to get the contract, or are they getting the City's approval to take to Metro to get the contract, and then build. Will there be future expansion.

Mr. Woods said Metro's concern has been the ability to site such a facility within the Metro boundary, there is still the business element that needs to be closed for the project to be successful. Regarding future expansion, it has been difficult to get to this point so expansion is unimaginable at this stage.

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**CITY COUNCIL MEETING MINUTES**

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Mr. May said the site will be tightly configured with these improvements.

The Mayor was concerned about the road and the deletion of Kinsman in the TSP.

Mr. Altman indicated he provided testimony on the TSP amendment, with the amendment on Garden Acres and the removal of Kinsman the TSP still retains the section from Boeckman Road north to Day Road. However, he thought there would be a problem delivering that section because of the rail road crossing at grade, wetlands on one side and industrial existing development on the other and continuation of the BPA right of way, and the south side of Ridder Road the south side of the substation prohibit that connection. While it is probably the preferred alternative for having a straight route he did not see it as a deliverable objective, and the fall back will be this alignment and access to it from Boeckman will be via 95<sup>th</sup> or Grahams Ferry. With this alignment and the way the TSP is being amended it maintains the circulation to the north to the best degree given the other circumstances that Kinsman is not a deliverable option. Mr. Altman said the traffic report addresses the truck route in detail. The majority of the truck traffic will be during off-peak hours or at night.

Mayor Knapp invited the public to testify.

Killian Condon, 700 NE Multnomah St, Portland, spoke on behalf of DEQ. Mr. Condon stated the DEQ has not yet received an application because the land use application is pending. The DEQ is neutral on the facility; in lieu of the application the DEQ does view this type of technology favorably. He is familiar with the technology which has been used favorably in Ireland.

Mayor Knapp asked if this type of technology is being used in Oregon or the United States that the DEQ is familiar with.

Mr. Condon responded these plants are being based in urban locations in Europe to treat both food and wastewater with great success. In Oregon the DEQ recently permitted an anaerobic digester in Tillamook. From the perspective of DEQ the facility planned here is more technology advanced than the facility in Tillamook. The DEQ will permit the facility and require an operations plan. Within the operations plan are specifics under which the facility will operate and through enforcement, compliance and inspections the DEQ has the ability to stop or close the facility. If they are not complying with the permit or the operations plan, the DEQ has tools to guide this facility to compliance. From a technological perspective DEQ views this favorably from all environmental perspectives including greenhouse emissions.

The Mayor asked if there was anyone who wanted to speak, seeing none, he asked for a motion to close the public hearing.

**Motion:** Councilor Stevens moved to close the public hearing. Councilor Starr seconded the motion.

**Vote:** Motion carried 4-0.

The public hearing was declared closed at 10:03 p.m.

Council protocol required a motion to continue the meeting past 10 o'clock.

**Motion:** Councilor Stevens moved to extend the meeting until the Council finishes the agenda. The motion was seconded by Councilors Starr and Lehan.

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**CITY COUNCIL MEETING MINUTES**

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**Vote:** Motion carries 4-0.

**Motion:** Councilor Stevens moved to approve Ordinance No. 792 on first reading. Councilor Lehan seconded the motion.

**Vote:** Motion carried 4-0.

B. **Ordinance No. 793** – 1<sup>st</sup> Reading

An Ordinance Of The City Of Wilsonville Approving A **Comprehensive Plan Map Amendment** From The Washington County Future Development – 20 (FD-20) District To The City Of Wilsonville Industrial Designation On Approximately 10.2 Acres Comprising Tax Lot 600 Of Section 2C, T3S, R1W, Washington County, Oregon And Adjacent Right-Of-Way, Willamette Resource Incorporated, Applicant/Owner.

**Motion:** Councilor Starr moved to approve Ordinance No. 793 on first reading. Councilor Stevens seconded the motion.

**Vote:** Motion carried 4-0.

C. **Ordinance No. 794** – 1<sup>st</sup> Reading

An Ordinance Of The City Of Wilsonville Approving A **Zone Map Amendment** From The Washington County Future Development-20 (FD-20) Zone To The Planned Development Industrial-Regionally Significant Industrial Area (PDI-RSIA) Zone On Approximately 10.2 Acres Comprising Tax Lot 600 Of Section 2C, T3S, R1W, Washington County, Oregon And Adjacent Right-Of-Way, Willamette Resource Incorporated, Applicant/Owner.

**Motion:** Councilor Lehan moved to approve Ordinance No. 794 on first reading. Councilor Starr seconded the motion.

**Vote:** Motion carried 4-0.

## CONTINUING BUSINESS

Ms. Jacobson read the titles of Ordinance No. 790 and 791 into the record on second reading.

A. **Ordinance No. 790** – 2<sup>nd</sup> reading

An Ordinance Of The City Of Wilsonville Approving A **Comprehensive Plan Map Amendment** From Residential 0-1 Dwelling Units Per Acre To Residential 4-5 Units Per Acre On Approximately 4.37 Acres Located At 28500 And 28530 SW Canyon Creek Road South – Comprising Tax Lots 900 And 1000 Of Section 13B, Township 3 South, Range 1 West, Clackamas County, Oregon, Beth Ann Boeckman And Karen And Marvin Lewallen – Owners, Scott Miller, SAMM-MILLER LLC – Applicant.

**Motion:** Councilor Starr moved to adopt Ordinance No. 790 on second reading. Councilor Stevens seconded the motion.

**Vote:** Motion carried 4-0.  
Councilor Starr - Yes

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**CITY COUNCIL MEETING MINUTES**

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Councilor Fitzgerald - excused  
Councilor Stevens - Yes  
Councilor Lehan - Yes  
Mayor Knapp - Yes

**B. Ordinance No. 791 – 2<sup>nd</sup> Reading**

An Ordinance Of The City Of Wilsonville Approving A **Zone Map Amendment** From The Residential Agriculture-Holding (RA-H) Zone To The Planned Development Residential-3 (PDR-3) Zone On Approximately 4.37 Acres Located At 28500 And 28530 SW Canyon Creek Road South- Comprising Tax Lots 900 And 1000 Of Section 13B, Township 3 South, Range 1 West, Clackamas County, Oregon, Beth Ann Boeckman And Karen And Marvin Lewallen – Owners. Scott Miller, SAMM-MILLER LLC – Applicant.

**Motion:** Councilor Lehan moved to adopt Ordinance No. 791 on second reading. Councilor Stevens seconded the motion.

**Vote:** Motion carried 4-0.  
Councilor Starr - Yes  
Councilor Fitzgerald - excused  
Councilor Stevens - Yes  
Councilor Lehan - Yes  
Mayor Knapp - Yes

**C. Ordinance No. 789 – 2<sup>nd</sup> Reading**

An Ordinance Of The City Of Wilsonville Approving A Minor Amendment To Wilsonville's 2013 Transportation Systems Plan (2016 **TSP Amendment**)

Ms. Jacobson read the title of Ordinance No. 789 into the record for second reading.

Mr. Mende summarized the actions taken since the Planning Commission meeting of April 13, 2016 and identified the additional projects added to the amendment.

**Motion:** Councilor Stevens moved to adopt Ordinance No. 789 on second reading including the truck turning spot improvement on Wilsonville Road and Kinsman Road. Councilor Lehan seconded the motion.

Councilor Starr asked if the turning radius improvements at Wilsonville Road and Kinsman Road should be included in the TSP without the particulars.

Mr. Cosgrove stated it was advisable to have the project in the TSP even without the details, since the work could not be completed if the project was not in the plan.

**Vote:** Motion carried 4-0.  
Councilor Starr - Yes  
Councilor Fitzgerald - excused  
Councilor Stevens - Yes  
Councilor Lehan - Yes  
Mayor Knapp - Yes

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**CITY OF WILSONVILLE**  
**CITY COUNCIL MEETING MINUTES**

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**CITY MANAGER'S BUSINESS**

The City Manager asked if Council desired a recess for the second meeting in August if the work load and business items are not negatively impacted. Council was agreeable if the break did not impact city business.

**LEGAL BUSINESS** – No report.

**ADJOURN**

Mayor Knapp adjourned the meeting at 10:15 p.m.

Respectfully submitted,

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Sandra C. King, MMC, City Recorder

ATTEST:

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Tim Knapp, Mayor



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b>  July 7,2016</p>	<p><b>Subject: Resolution Nos. 2590 and 2591</b> Interfund loans from the Water Fund to the Stormwater Capital Fund and the Streets Capital Fund</p> <p><b>Staff Member:</b> Susan Cole <b>Department:</b> Finance</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" type="checkbox"/> Motion  <input type="checkbox"/> Public Hearing Date:  <input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:  <input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Information or Direction  <input type="checkbox"/> Information Only  <input type="checkbox"/> Council Direction  <input type="checkbox"/> Consent Agenda</p>	<p><input type="checkbox"/> Approval  <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded  <input checked="" type="checkbox"/> Not Applicable</p> <p><b>Comments:</b></p>	
<p><b>Staff Recommendation:</b> Staff recommends Council adopt Resolutions No. 2590 and 2591.</p>		
<p><b>Recommended Language for Motion:</b> In separate motions for each resolution: I move to approve Resolution No. 2590; and I move to approve Resolution No.2591.</p>		
<p><b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input checked="" type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

Approval of two inter-fund loans, both from the Water Fund; one \$500,000 loan to the Stormwater Capital Fund, and one \$400,000 loan to the Street Capital Fund, to finance the purchase of a site for a new public works facility, in addition to capital improvements included in the fiscal year 2016-17 budget.

**EXECUTIVE SUMMARY:**

Currently, the Police and Public Works functions are co-located in one building that is quickly becoming too small for both functions and is in need of upgrades. The Facilities Master Plan

that was completed in 2015 identified the need to upgrade and expand the space, and further recommended that the public works functions move to a larger complex, where offices, warehouse storage and an equipment yard could be jointly located.

A site has been identified that could potentially work for a public works facility. City funds that pay for public works operations should contribute to the purchase of the land. However, the Stormwater and Roads Funds do not have adequate cash to cash-finance their fair shares, and thus are turning to the Water Fund for five year inter-funds loans.

The term of these loans are for five years, at six-tenths (0.6%) of one percent, an interest rate approximately equal to the interest rate earned by the Water Fund in the State's Local Government Investment Pool (LGIP). \$500,000 will be loaned to the Stormwater Fund, for its share of \$300,000 toward the land acquisition, as well as to finance other projects identified in the capital program. \$400,000 will be loaned to the Street Capital Fund for the Roads' share of the land acquisition. The loan for the Stormwater share will be paid back from the Stormwater Operating Fund, while the loan to the Street Capital Fund will be paid back from the Roads Operating Fund.

**EXPECTED RESULTS:**

The expected result of these interfund loans is to allow the Stormwater Capital Fund and the Street Capital Fund to finance the capital program identified in the FY 2016-17 budget.

**TIMELINE:**

The interfund loans will be made in August of 2016, and the five year payback will begin in January, 2017. Annual payments will be made each year until the loans are paid off in the year 2021.

**CURRENT YEAR BUDGET IMPACTS:**

These loans, their pay-back, the land purchase and other capital improvements have been budgeted in the FY 2016-17 budget.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: SCole Date: 6/24/16

**LEGAL REVIEW / COMMENT:**

Reviewed by: B.J. Date: 6/28/16

**COMMUNITY INVOLVEMENT PROCESS:**

These loans and their payback were included in the development of the FY 2016-17 budget, and public hearings were held on the budget.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY**

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

**RESOLUTION NO. 2590**

**A RESOLUTION AUTHORIZING A FIVE YEAR CAPITAL INTERFUND LOAN FROM THE WATER FUND TO THE STREET CAPITAL FUND**

WHEREAS, the Street Capital Improvement Program has \$62.5 million in identified capital improvement needs over the next 5 years; and,

WHEREAS, the Street Capital Improvement Program is funded mainly by System Development Charges and Urban Renewal which are restricted for certain purposes; and,

WHEREAS, a portion of the Street Capital Improvement Program is funded by gasoline taxes; and,

WHEREAS, the street operations is co-located with other public works functions in a shared space with police operations; and,

WHEREAS, the 2015 Facility Master Plan identified the need for expanded and upgraded space for police operations, thereby necessitating the move of public works functions to another complex; and,

WHEREAS, the 2015 Facility Master Plan further identified the need for the public works functions to have consolidated office, warehouse storage and equipment yard functions on one site; and,

WHEREAS, land has been identified for purchase for a new public works complex, which will house the street operations and other public works functions; and,

WHEREAS, the majority of funding for the Street Capital Improvement Program is restricted in its use and not eligible to be used on land acquisition for a public works complex; and,

WHEREAS, gasoline taxes recorded in the Road Operating Fund are an eligible source but not sufficient to cash finance its share of land acquisition and other projects identified in capital improvement program; and,

WHEREAS, the Water Fund has adequate unrestricted reserves and can offer favorable loan terms; and,

WHEREAS, ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes;

NOW, THEREFORE, THE THE CITY OF WILSONVILLE HEREBY RESOLVES AS FOLLOWS:

1. To loan a principal amount of \$400,000 from the City's Water Fund to the Street Capital Fund for the purpose of acquiring land, constructing and rehabilitating capital improvements.
2. The term of the loan shall be for five years, commencing August 1, 2016, and carry a per annum interest rate of six-tenths of one percent (0.6%). Payment shall be annual, each January 15, beginning 2017, through the year 2021, from the Road Operating Fund.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7<sup>th</sup> day of July, 2016 and filed with the Wilsonville City Recorder this same date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Fitzgerald

Councilor Lehan

Councilor Stevens

Attachments:

Exhibit A – Loan Amortization Schedule

**EXHIBIT A – Loan Amortization Schedule**

**Water Fund Interfund Loan to Road Capital Fund**

**Payback Schedule from Road Operating Fund**

Values		Loan Summary	
Loan Amount	\$ 400,000.00	Scheduled Payment	\$ 81,445.74
Annual Interest Rate	0.60 %	Scheduled Number of Payments	5
Loan Period in Years	5	Actual Number of Payments	5
Number of Payments Per Year	1		
Start Date of Loan	8/1/2016	Total Interest	\$ 7,228.71

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Total Payment	Principal	Interest	Ending Balance
1	1/15/2017	\$ 400,000.00	\$ 81,445.74	\$ 81,445.74	\$ 79,045.74	\$ 2,400.00	\$ 320,954.26
2	1/15/2018	320,954.26	81,445.74	81,445.74	79,520.02	1,925.73	241,434.24
3	1/15/2019	241,434.24	81,445.74	81,445.74	79,997.14	1,448.61	161,437.10
4	1/15/2020	161,437.10	81,445.74	81,445.74	80,477.12	968.62	80,959.98
5	1/15/2021	80,959.98	81,445.74	81,445.74	80,959.98	485.76	0.00

**RESOLUTION NO. 2591**

**A RESOLUTION AUTHORIZING A FIVE YEAR CAPITAL INTERFUND LOAN FROM THE WATER FUND TO THE STORMWATER CAPITAL FUND**

WHEREAS, the 2012 Stormwater Master Plan identified various capital projects; and,

WHEREAS, in 2014 the Stormwater Fund underwent a rate review; and,

WHEREAS, the Stormwater Fund has over \$33 million in identified capital improvement needs over the next 25 years; and,

WHEREAS, a five-year, priority based capital improvement program for the Stormwater Fund has been identified and estimated to cost \$9.3 million; and,

WHEREAS, the Stormwater Utility is co-located with other public works functions in a shared space with police operations; and,

WHEREAS, the 2015 Facility Master Plan identified the need for expanded and upgraded space for police operations, thereby necessitating the move of public works functions to another complex; and,

WHEREAS, the 2015 Facility Master Plan further identified the need for the public works functions to have consolidated office, warehouse storage and equipment yard functions on one site; and,

WHEREAS, land has been identified for purchase for a new public works complex, which will house the Stormwater Utility and other public works functions; and,

WHEREAS, the Stormwater Fund is unable to cash finance its share of land acquisition and other projects identified in capital improvement program; and,

WHEREAS, the Water Fund has adequate unrestricted reserves and can offer favorable loan terms to the Stormwater Utility; and,

WHEREAS, ORS 294.468 allows one fund to loan money to another fund over multiple years for capital purposes;

NOW, THEREFORE, THE THE CITY OF WILSONVILLE HEREBY RESOLVES AS FOLLOWS:

1. To loan a principal amount of \$500,000 from the City's Water Fund to the Stormwater Capital Fund for the purpose of acquiring land, constructing and rehabilitating capital improvements.

2. The term of the loan shall be for five years, commencing August 1, 2016, and carry a per annum interest rate of six-tenths of one percent (0.6%). Payment shall be annual, each January 15, beginning 2017, through the year 2021, from the Stormwater Operating Fund.
3. Effective Date of this Resolution shall be immediately upon its adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7<sup>th</sup> day of July, 2016 and filed with the Wilsonville City Recorder this same date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Council President Starr

Councilor Fitzgerald

Councilor Lehan

Councilor Stevens

Attachments:

Exhibit A – Loan Amortization Schedule

**EXHIBIT A – Loan Amortization Schedule**

**Water Fund Interfund Loan to Stormwater Capital Fund**

**Payback Schedule from Stormwater Operating Fund**

Values		Loan Summary	
Loan Amount	\$ 500,000.00	Scheduled Payment	\$ 101,807.18
Annual Interest Rate	0.60 %	Scheduled Number of Payments	5
Loan Period in Years	5	Actual Number of Payments	5
Number of Payments Per Year	1		
Start Date of Loan	8/1/2016	Total Interest	\$ 9,035.89

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Total Payment	Principal	Interest	Ending Balance
1	1/15/2017	\$ 500,000.00	\$ 101,807.18	\$ 101,807.18	\$ 98,807.18	\$ 3,000.00	\$ 401,192.82
2	1/15/2018	401,192.82	101,807.18	101,807.18	99,400.02	2,407.16	301,792.80
3	1/15/2019	301,792.80	101,807.18	101,807.18	99,996.42	1,810.76	201,796.38
4	1/15/2020	201,796.38	101,807.18	101,807.18	100,596.40	1,210.78	101,199.98
5	1/15/2021	101,199.98	101,807.18	101,807.18	101,199.98	607.20	0.00



**CITY COUNCIL MEETING  
STAFF REPORT**

<p><b>Meeting Date:</b> July 7, 2016</p>	<p><b>Subject: Resolution No. 2592</b> Recreation and Aquatic Center Bond Measure Ballot Title and Explanatory Statement</p> <p><b>Staff Member:</b> Stan Sherer, Jeanna Troha, Susan Cole, Barbara Jacobson</p> <p><b>Department:</b> Legal, Finance, Parks and Recreation</p>	
<p><b>Action Required</b></p>	<p><b>Advisory Board/Commission Recommendation</b></p>	
<p><input checked="" type="checkbox"/> Motion  <input type="checkbox"/> Public Hearing Date:  <input type="checkbox"/> Ordinance 1<sup>st</sup> Reading Date:  <input type="checkbox"/> Ordinance 2<sup>nd</sup> Reading Date:  <input checked="" type="checkbox"/> Resolution  <input type="checkbox"/> Information or Direction  <input type="checkbox"/> Information Only  <input type="checkbox"/> Council Direction  <input type="checkbox"/> Consent Agenda</p>	<p><input checked="" type="checkbox"/> Approval  <input type="checkbox"/> Denial  <input type="checkbox"/> None Forwarded  <input type="checkbox"/> Not Applicable</p> <p><b>Comments:</b> State statute requires City Council approval of the Ballot Title and Explanatory Statement for the Recreation and Aquatic Center bond measure, as written by the City Attorney.</p>	
<p><b>Staff Recommendation:</b> Staff recommends Council approve Resolution No. 2592.</p>		
<p><b>Recommended Language for Motion:</b> I move to approve Resolution No. 2592</p>		
<p><b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i></p>		
<p><input checked="" type="checkbox"/> Council Goals/Priorities</p>	<p><input type="checkbox"/> Adopted Master Plan(s)</p>	<p><input type="checkbox"/> Not Applicable</p>

**ISSUE BEFORE COUNCIL:**

The City Council must review and approve the ballot title and explanatory statement for the recreation and aquatic bond measure for the November 2016 ballot. The ballot title and explanatory statement are filed with the Wilsonville City Recorder, Clackamas County Clerk, and Oregon Secretary of State. Bond proceeds will be used for property acquisition, design, construction of a recreation and aquatic center, and equipping it, in Wilsonville.

**EXECUTIVE SUMMARY:**

In 2014, the City hired a national consultant to conduct a comprehensive financial analysis to determine whether a community recreation and aquatic center could be financially sustainable in Wilsonville. The results of the study indicated a center could be operationally sustainable after a five year start-up subsidy from the City. The financial sustainability is predicated on having certain amenities within the facility that would generate sufficient revenue to cover operating costs. The City Council accepted the consultant report and decided to move forward with the process.

In 2015, the City hired a communications consultant to conduct a survey of Wilsonville voters to assess public support for a recreation and aquatic center. The survey results indicated favorable voter support for a recreation and aquatic center as well as support for using general obligation bonds as a funding mechanism. Should the City Council decide to move forward with the project, the consultant recommended placing the bond measure on the November 2016 general election ballot due to higher voter turnout.

Per Oregon statute, the City Attorney writes the ballot title, which is then reviewed and approved by the City Council. The attached ballot title outlines the specifics of the bond measure. The question before the voters is whether the City should issue general obligations bonds in the amount of \$35 million to be used for property acquisition, design, and construction of, and equipment for, an approximately 80,000 sq. ft. recreation and aquatic center. If approved, the measure would increase taxes by an estimated \$0.59 per \$1,000 of assessed value (as opposed to real market value, which for residential property is generally higher) for Wilsonville property owners. For example, a home with an average assessed value of \$300,000 would pay \$14.75 per month. Bonds are anticipated to be issued with up to a 21-year term, and could be issued in phases. The tax assessment would be levied until the debt is paid off. The attached Explanatory Statement provides more detailed additional information about the bond measure and is included in the voter's pamphlet.

**EXPECTED RESULTS:**

Wilsonville voters have an opportunity to vote on the bond measure on November 8, 2016. If approved, the property owners will pay an estimated \$0.59 per \$1,000 assessed value. Bonds may be issued in one or separate series, over a period of years, to capitalize on favorable interest rates and to avoid arbitrage issues.

**TIMELINE:**

Oregon statute requires a ballot title and explanatory statement be approved by the governing body.

**CURRENT YEAR BUDGET IMPACTS:**

There are no impacts to the 2016-17 budget. If the Measure passes it will have a significant impact in that the City will subsidize the first 4-5 years of operational start-up costs. A contract with a private operator will include detailed, explicit language regarding the City's financial commitment to the operations.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by:      Date:

**LEGAL REVIEW / COMMENT:**

Reviewed by: Barbara Jacobson      Date: 6/20/16

**COMMUNITY INVOLVEMENT PROCESS:**

Councilor Starr is speaking with a variety of community groups providing information about the proposed project and bond measure. In his message, Councilor Starr represented that the maximum cost of the facility would be \$30,000,000 but, based on more favorable interest rates than anticipated and escalating land and constructions costs, staff has suggested the ballot be for up to \$35 million dollars in bonds.

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Wilsonville does not have a community recreation and aquatic center. The task force recommended moving forward with a bond measure to finance a recreation and aquatic center. The survey conducted by the communications consultant indicated community support and willingness to pay for the project using general obligation bonds.

**ALTERNATIVES:**

The City Council has two alternative options:

1. Accept the proposed ballot title and explanatory statement, as written.
2. Suggest revisions to the proposed language in the ballot title and/or explanatory statement.
3. Decide not to move forward with the bond measure.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

1. Request for Ballot Title
2. Notice of Measure Election
3. Explanatory Statement

**RESOLUTION NO. 2592**

**A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON, CALLING FOR A MEASURE ELECTION TO BE INCLUDED IN THE GENERAL ELECTION TO BE HELD NOVEMBER 8, 2016, TO SUBMIT TO THE VOTERS THE QUESTION OF ISSUING GENERAL OBLIGATION BONDS IN AN AMOUNT NOT TO EXCEED \$35 MILLION TO FINANCE THE CONSTRUCTION OF A WILSONVILLE RECREATION AND AQUATIC CENTER**

WHEREAS, the Citizens Advisory Committee appointed by City Council and City staff have recommended to the City Council that a measure election be held November 8, 2016, on the issuance of general obligation bonds not to exceed a principal amount of \$35 million; and

WHEREAS, if approved, these bonds will be used to finance the design, construction, and related amenities of the Wilsonville Recreation and Aquatic Center (“Center”), including purchase of land for the location of the Center;

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. A measure election is hereby called for the purpose of submitting to the voters of the City of Wilsonville a general obligation bond measure in a principal amount not to exceed \$35 million, which bonds, if approved, would be payable from taxes on property or property ownership. The bonds may be issued in one or more series; and each series may mature over a period of not more than 21 years.
2. The election shall be held on November 8, 2016.
3. The City Recorder shall cause to be delivered to the elections officers of Clackamas and Washington Counties the attached Notice of Measure Election not later than August 19, 2016, which is the filing deadline for the ballot measures for the November 8, 2016, general election. The elections officers shall conduct the election as required by law.
4. The City Recorder shall give notice of the election by posting notice in three public places at least two weeks prior to the election.
5. The actual ballot title, which is marked **Exhibit A** and incorporated herein, is hereby adopted.
6. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7<sup>th</sup> day of July, 2016, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Council President Starr  
Councilor Fitzgerald  
Councilor Stevens  
Councilor Lehan

Attachments:

Exhibit A – Ballot Title

# Request for Ballot Title

## Preparation or Publication of Notice

No later than the **80<sup>th</sup> day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
<b>Election Date</b> November 8, 2016	<b>Authorized Official</b> City Recorder Sandra King
<b>Contact Phone</b> (503) 570-1506	<b>Email Address</b> king@ci.wilsonville.or.us
Referral Information	
<b>Title, Number or other Identifier</b>	
This Filing is For	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input checked="" type="checkbox"/> Publication of Notice Ballot title below.

Ballot Title Additional requirements may apply
<p><b>Caption</b> 10 words which reasonably identifies the subject of the measure. .</p> <p>Authorizes General Obligation Bonds for Wilsonville Recreation and Aquatic Center</p>
<p><b>Question</b> 20 words which plainly phrases the chief purpose of the measure.</p> <p>Shall Wilsonville be authorized to issue up to \$35,000,000 of general obligation bonds for a Community Recreation and Aquatic Center? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limitations of Sections 11 and 11b, Article XI of the Oregon Constitution.</p>
<p><b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect.</p> <p>This Measure would authorize the City to issue up to \$35 million of general obligation bonds to pay for capital costs to provide a Community Recreation and Aquatic Center ("Center"), including costs to acquire property and construct the Center, parking lot and related amenities, and finance issuance costs. The primary purpose of the Center is to provide community event space, aquatic, athletic, fitness, and recreational facilities. A "yes" vote approves the Measure; a "no" vote rejects the Measure.</p> <p>This Measure will result in a tax increase by an estimated \$0.59 per \$1,000 of assessed value per year; for example: approximately \$177 per year on a home assessed at \$300,000, or \$14.75 per month.</p> <p>Membership costs for the Center have not been determined, but Wilsonville residents will pay a reduced fee.</p>
<p><i>By signing this document:</i></p> <p>→ I hereby state that I am authorized by the county or city governing body to submit this Request for Ballot Title – Preparation or Publication of Notice.</p>

<b>Signature</b>	<b>Date Signed</b>
------------------	--------------------

# Notice of Measure Election City

Notice		
<b>Date of Notice</b>	<b>Name of City or Cities</b> City of Wilsonville	<b>Date of Election</b> November 8, 2016

**Final Ballot Title** The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.

**Caption** 10 words which reasonably identifies the subject of the measure.

Authorizes General Obligation Bonds For Wilsonville Recreation and Aquatic Center

**Question** 20 words which plainly phrases the chief purpose of the measure.

Shall Wilsonville be authorized to issue up to \$35,000,000 of general obligation bonds for a Community Recreation and Aquatic Center? If the bonds are approved, they will be payable from taxes on property or property ownership that are not subject to the limitations of Sections 11 and 11b, Article XI of the Oregon Constitution.

**Summary** 175 words which concisely and impartially summarizes the measure and its major effect.

This Measure would authorize the City to issue up to \$35 million of general obligation bonds to pay for capital costs to provide a Community Recreation and Aquatic Center ("Center"), including costs to acquire property and construct the Center, parking lot and related amenities, and finance issuance costs. The primary purpose of the Center is to provide community event space, aquatic, athletic, fitness, and recreational facilities. A "yes" vote approves the Measure; a "no" vote rejects the Measure.

This Measure will result in a tax increase by an estimated \$0.59 per \$1,000 of assessed value per year; for example: approximately \$177 per year on a home assessed at \$300,000, or \$14.75 per month.

Membership costs for the Center have not been determined, but Wilsonville residents will pay a reduced fee.

**Explanatory Statement** 500 words that impartially explains the measure and its effect.

If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:  
 → any measure referred by the city governing body; **or**  
 → any initiative or referendum, if required by local ordinance.

**Explanatory Statement Attached?**  Yes  No

**Authorized City Official** Not required to be notarized.

<b>Name</b> Sandra King	<b>Title</b> City Recorder
<b>Mailing Address</b> 29799 SW Town Center Loop E, Wilsonville OR 97070	<b>Contact Phone</b> (503) 570-1506

*By signing this document:*  
 → I hereby state that I am authorized by the city to submit this Notice of Measure Election; **and**  
 → I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.

<b>Signature</b>	<b>Date Signed</b>
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**Wilsonville proposed explanatory statement**

Wilsonville is home to some of the most desirable amenities in the region, including a close proximity to the river, access to the local interstate system and a large network of regional employers. One amenity our community lacks is public access to indoor recreation and aquatic facilities. Adults, youth, and seniors must travel to other communities in order to find access to a public pool.

The City of Wilsonville requests voter consideration of a bond measure to design and construct a Recreation and Aquatic Center, to be paid for by the issuance of a maximum of \$35 million in General Obligation bonds.

In 2014, the City Council convened a citizen task force to examine the financial feasibility of a possible recreation and aquatic center (“Center”) in Wilsonville and provided input on desired amenities. The City retained a consulting team to conduct a financial feasibility study to determine if such a Center would be operationally sustainable without the need for long-term taxpayer support. The study concluded that the Center, as proposed in the feasibility study, could be operationally self-sustaining within five years. After reviewing the consultant’s report, the task force recommended that the City Council place a bond measure on the November 2016 ballot to purchase land, and design, construct, and equip a recreation and aquatic center in Wilsonville.

The Center is proposed to be constructed on a yet-to-be-determined site near Wilsonville Town Center. The Center will be approximately 80,000 square feet and is planned to include the following amenities: a 25 yard/6 lane lap pool; a 6000 sq. ft. warm water pool; aquatic classes for all ages; water park features; a fitness center; multi-purpose room(s); basketball courts; day care facility; and a walking/jogging track, as well as other amenities that are consistent with recreational and aquatics needs of the community.

If this bond measure is passed, property taxes are estimated to increase by not more than \$0.59 per thousand dollars of assessed valuation. This assessment would equate to approximately \$14.75 per month for a home with an assessed value of \$300,000. The bonds will be used to finance the purchase of the land, design and construction of the Center, and equipment, furniture, and fixtures. Bond funds will not be used for operating expenses. The City of Wilsonville will retain ownership of the Center. Day-to-day operations will be contracted to a private company. Operational expenses are expected to be paid from membership and user fees. The City’s general fund is projected to pay any shortfall until the Center achieves financial sustainability. It is anticipated that the Center will be financially sustainable within five (5) years.

Bonds would mature in approximately 21 years from the date of issuance and could be issued in more than one series.



## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b> July 7, 2016		<b>Subject: Resolution No. 2593</b> Calling for Measure Election on Question of Continued Ban on Marijuana Facilities in Wilsonville  <b>Staff Member:</b> Barbara Jacobson <b>Department:</b> Legal	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input type="checkbox"/> Not Applicable <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends Council approve Resolution No. 2593.			
<b>Recommended Language for Motion:</b> I move to adopt Resolution No. 2593.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input checked="" type="checkbox"/> Not Applicable	

### ISSUE BEFORE COUNCIL:

Consideration of a resolution that would authorize a ballot measure at the general election in November to submit to the voters the question of whether Wilsonville should continue its ban on marijuana facilities.

### EXECUTIVE SUMMARY:

Council recently approved Ordinance No. 778, banning recreational and medical marijuana facilities in Wilsonville, subject to voter referral in the November general election. This resolution advances Council's decision to refer the current ban on marijuana facilities to the voters by placing a measure on the November ballot.

**EXPECTED RESULTS:**

If a resolution referring the issue of a marijuana ban to voters is enacted, the question of whether the City should continue to prohibit or, alternatively, permit marijuana facilities in Wilsonville will be answered. If the voters elect to continue the ban, nothing will change regarding the City's treatment of marijuana facilities. If the voters choose to eliminate the ban, Council must next decide whether to enact time, place, and manner regulations. While the City could also continue the ban, relying on the business license prohibition against illegal business under federal law, by referring to the voters there will be an expectation that the Council will act based on voter will.

**TIMELINE:**

The Ballot Title must be filed by August 19, 2016, and a Notice of Measure Election must be delivered to the elections officers of Washington and Clackamas Counties by September 8, 2016.

**CURRENT YEAR BUDGET IMPACTS:**

None immediately, but if a city elects to ban any of the marijuana operations legalized by state law, the city will not get any of the tax revenue collected from the sale of marijuana, nor can it impose a local tax. For the first year, revenue is distributed based on population. Thereafter, the formula is changed based on the number of marijuana facilities located in the city. Additionally, HB 3400 allows a local tax of up to 3%, if approved by voter referral. Although the City already passed a higher local tax than is included in HB 3400, the belief is that the taxation formula of HB 3400 is most likely preemptive.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL REVIEW / COMMENT:**

Reviewed by: BAJ Date: 5/24/16  
Author of report.

**COMMUNITY INVOLVEMENT PROCESS:****POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY:**

Passage of this resolution will allow the voters to have the final say in whether marijuana facilities are going to continue to be banned in Wilsonville. A continued ban will not affect any citizen's ability to grow, use, or consume medical or recreational marijuana in private and will simply prevent the establishment of marijuana facilities within the City limits.

**ALTERNATIVES:**

Do not refer to the voters and continue to rely on the City's business license ordinance, which bans marijuana facilities as illegal under federal law.

**CITY MANAGER COMMENT:****ATTACHMENTS:**

A. Proposed Resolution

**RESOLUTION NO. 2593**

**A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON, CALLING FOR A MEASURE ELECTION TO BE INCLUDED IN THE GENERAL ELECTION TO BE HELD NOVEMBER 8, 2016, TO REFER TO THE VOTERS THE QUESTION OF WHETHER THE CITY SHOULD CONTINUE ITS BAN ON MARIJUANA FACILITIES WITHIN THE CITY**

WHEREAS, the Oregon Medical Marijuana Act, as amended by the Legislature in 2015, provides that City Council may adopt an ordinance prohibiting the establishment of any medical marijuana facilities within Wilsonville city limits, but must refer the ordinance to the voters at a statewide general election; and

WHEREAS, to date, no marijuana facilities have been permitted or licensed to operate within Wilsonville; and

WHEREAS, if approved, the ballot measure would affirm the City Council's ordinance and would continue the ban on marijuana facilities; and

WHEREAS, a ban on marijuana facilities through the ballot measure will only prevent establishment of economic uses of marijuana but would not prohibit or restrict medical and personal home use.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. A measure election is hereby called for the purpose of referring to the voters of the City of Wilsonville a measure which, if approved, would continue to ban marijuana facilities within the City.
2. The election shall be held on November 8, 2016.
3. The City Recorder shall cause to be delivered to the elections officers of Clackamas and Washington Counties a complete ballot title on or before August 19, 2016, and the attached Notice of Measure Election and Explanatory Statement by no later than September 8, 2016, which is the filing deadline for the ballot measures for the November 8, 2016, general election. The elections officers shall conduct the election as required by law.
4. The City Recorder shall give notice of the election by posting notice in three public places at least two weeks prior to the election.
5. The actual ballot title, which is marked **Exhibit A** and incorporated herein, is hereby adopted.

6. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7<sup>th</sup> day of July, 2016, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

---

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Council President Starr  
Councilor Fitzgerald  
Councilor Stevens  
Councilor Lehan

Attachments:

Exhibit A – Ballot Title

# Request for Ballot Title

## Preparation or Publication of Notice

No later than the **80<sup>th</sup> day before an election**, a governing body that has referred a measure must prepare and file with the local elections official the text of the referral for ballot title preparation or the ballot title for publication of notice of receipt of ballot title. This form may be used to file the text of the referral and request the elections official begin the ballot title drafting process or file a ballot title and request the elections official publish notice of receipt of ballot title.

Filing Information	
<b>Election Date</b> November 8, 2016	<b>Authorized Official</b> Sandra King
<b>Contact Phone</b> (503) 570-1506	<b>Email Address</b> king@ci.wilsonville.or.us
Referral Information	
<b>Title, Number or other Identifier</b>	
<b>This Filing is For</b>	
<input type="checkbox"/> Drafting of Ballot Title Attach referral text.	<input checked="" type="checkbox"/> Publication of Notice Ballot title below.
Ballot Title Additional requirements may apply	
<b>Caption</b> 10 words which reasonably identifies the subject of the measure. Prohibits Certain Licensed or Regulated Medical and Recreational Marijuana Facilities	
<b>Question</b> 20 words which plainly phrases the chief purpose of the measure. Shall Wilsonville prohibit medical marijuana processors, medical marijuana dispensaries, recreational marijuana producers, processors, wholesalers, and retailers in Wilsonville?	
<b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect. This measure would authorize the City to continue its current ban on medical marijuana processing sites, medical marijuana dispensaries, recreational marijuana producers, recreational marijuana processors, recreational marijuana wholesalers, and recreational marijuana retailers. Processors under Wilsonville's Code also include marijuana testing facilities, which are also currently banned. A "yes" vote approves the Measure, and authorizes the City to continue to prohibit the above listed marijuana businesses from being established. A "no" vote rejects the Measure, and marijuana businesses would be permitted to operate in Wilsonville, subject to the provisions of Oregon law, including locally imposed time, place, and manner regulations, and Oregon Liquor Control Commission and Oregon Health Authority licensure and regulations. In either case, personal use and growing of marijuana, in accordance with state law, will continue to be allowed in Wilsonville and is not restricted by this Measure.	
<i>By signing this document:</i> → I hereby state that I am authorized by the county or city governing body to submit this Request for Ballot Title – Preparation or Publication of Notice.	

Signature

Date Signed

# Notice of Measure Election

## City

SEL 802

rev 01/16 ORS 250.035, 250.041,  
250.275, 250.285, 254.095, 254.465

<b>Notice</b>		
<b>Date of Notice</b>	<b>Name of City or Cities</b> City of Wilsonville	<b>Date of Election</b> November 8, 2016
<b>Final Ballot Title</b> The following is the final ballot title of the measure to be submitted to the city's voters. The ballot title notice has been published and the ballot title challenge process has been completed.		
<b>Caption</b> 10 words which reasonably identifies the subject of the measure.		
Prohibits Certain Licensed or Regulated Medical and Recreational Marijuana Facilities		
<b>Question</b> 20 words which plainly phrases the chief purpose of the measure.		
Shall Wilsonville prohibit medical marijuana processors, medical marijuana dispensaries, recreational marijuana producers, processors, wholesalers, and retailers in Wilsonville?		
<b>Summary</b> 175 words which concisely and impartially summarizes the measure and its major effect.		
<p>This measure would authorize the City to continue its current ban on medical marijuana processing sites, medical marijuana dispensaries, recreational marijuana producers, recreational marijuana processors, recreational marijuana wholesalers, and recreational marijuana retailers. Processors under Wilsonville's Code also include marijuana testing facilities, which are also currently banned.</p> <p>A "yes" vote approves the Measure, and authorizes the City to continue to prohibit the above listed marijuana businesses from being established.</p> <p>A "no" vote rejects the Measure, and marijuana businesses would be permitted to operate in Wilsonville, subject to the provisions of Oregon law, including locally imposed time, place, and manner regulations, and Oregon Liquor Control Commission and Oregon Health Authority licensure and regulations.</p> <p>In either case, personal use and growing of marijuana, in accordance with state law, will continue to be allowed in Wilsonville and is not restricted by this Measure.</p>		
<b>Explanatory Statement</b> 500 words that impartially explains the measure and its effect.		
<p>If the county is producing a voters' pamphlet an explanatory statement must be drafted and attached to this form for:</p> <p>→ any measure referred by the city governing body; <b>or</b></p> <p>→ any initiative or referendum, if required by local ordinance.</p> <p style="text-align: right;"><b>Explanatory Statement Attached?</b>   <input checked="" type="checkbox"/> Yes   <input type="checkbox"/> No</p>		
<b>Authorized City Official</b> Not required to be notarized.		
<b>Name</b> Sandra King	<b>Title</b> City Recorder	
<b>Mailing Address</b> 29799 SW Town Center Loop E, Wilsonville OR 97070	<b>Contact Phone</b> (503) 570-1506	
<p><i>By signing this document:</i></p> <p>→ I hereby state that I am authorized by the city to submit this Notice of Measure Election; <b>and</b></p> <p>→ I certify that notice of receipt of ballot title has been published and the ballot title challenge process for this measure completed.</p>		

Signature

Date Signed

## EXPLANATORY STATEMENT

The Oregon Medical Marijuana Act, as amended by the Legislature in 2015, provides that the City Council may adopt an ordinance prohibiting the establishment of any medical marijuana processing sites, medical marijuana dispensaries, recreational marijuana producers, recreational marijuana wholesalers, and recreational marijuana retailers within Wilsonville city limits, but the City Council must refer that ordinance to the voters at a statewide general election. The Wilsonville City Council has adopted an ordinance prohibiting the establishment of medical marijuana processing sites (including marijuana testing facilities), medical marijuana dispensaries, recreational marijuana producers, processors, wholesalers, and retailers within the City and, as a result, has referred this measure to the voters.

If approved, this measure would affirm the City Council's ordinance and would continue the ban on medical marijuana processors, medical marijuana dispensaries, recreational marijuana producers, processors, wholesalers, and retailers within Wilsonville city limits. To date, no such facilities have been permitted or licensed to operate within Wilsonville.

A ban on marijuana facilities through this ballot measure will only prevent the establishment of these economic uses of marijuana, as allowed under Measure 91, within the City. This measure would not prohibit or restrict medical and personal marijuana use, home cultivation of up to four plants, and the transfer of one ounce of marijuana between individuals, not subject to payment.

Approval of this measure has revenue impacts. Currently, ten percent of state marijuana tax revenues will be distributed to cities to assist local law enforcement in performing their duties under Measure 91. If approved, this measure would make Wilsonville ineligible to receive distributions of state marijuana tax revenues.

Under the 2015 legislation, a city may impose up to a three percent tax on the sale of marijuana items by a marijuana retailer within the city. However, a city that adopts an ordinance prohibiting the establishment of medical marijuana processors, medical marijuana dispensaries, or recreational marijuana producers, processors, wholesalers, or retailers may not impose a local tax or fee on the production, processing, or sale of marijuana or any product into which marijuana has been incorporated.

A "yes" vote on this measure will continue the current prohibition of medical marijuana processors, medical marijuana dispensaries, recreational marijuana producers, processors, wholesalers, and retailers within the City. A "no" vote will allow those establishments to locate within Wilsonville, subject to zoning regulations.



**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> July 7, 2016		<b>Subject: Resolution No. 2594</b> Purchase and Sales Agreement for 7.58 acres of property for future Public Works Complex  <b>Staff Member:</b> Delora Kerber  <b>Department:</b> Public Works	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda		<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends Council approve Resolution No. 2594.			
<b>Recommended Language for Motion:</b> I moved to approve Resolution No. 2594.			
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>			
<input type="checkbox"/> Council Goals/Priorities	<input checked="" type="checkbox"/> Adopted Master Plan(s) Facilities Master Plan Res. 2526 - April 20,2015	<input type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL:**

Approval of a Purchase and Sales agreement with Washington County for 7.58 acres of property along Boberg Road for a future Public Works Complex.

**EXECUTIVE SUMMARY:**

The Facility Master Plan (FMP), completed in March 2015, provides an analysis of the existing conditions of City facilities, concepts for incremental programmatic building, and site improvements to meet the City’s short and long term needs through the Year 2035.

The FMP Priority Evaluation categorized various improvement projects by priority rating including the condition of the existing facility, the urgency of the improvement project and funding availability (see FMP page 11).

The Evaluation process resulted in three top priority projects: 1) Improved accommodations for the Police Department; 2) A new Public Works Complex and 3) Library renovation.

The Police Department is currently housed on the Lower Level of the Public Works and Police (PWPO) building (see FMP page 27). The current quarters are deficient programmatically and lack natural daylight. The first priority of the long range plan is to improve the accommodations for the Police Department. Three options were considered to improve the facility for Police (see FMP pages 28-34)

- Option 1 is to have the Police occupy both the Lower and Main levels of the existing Public Works and Police building. This option could be partially funded with grants from the Seismic Rehabilitation Grant Program to bring the building up to Category IV seismic standards. ORS 455.400 requires seismic rehabilitation of publicly-operated emergency operations centers, police stations and fire stations by 2022.
- Option 2 would be to demolish the existing Public Works and Police Building and reconstruct a new Police facility on the same site. Police would need to temporarily relocate during construction.
- Option 3 would demolish the existing Art Tech School and reconstruct a new Police facility on that site.

Per discussion with Police Department staff, the preferred choice of the three options presented is for the PWPO building to be renovated and have the Police occupy the whole building. In order for that to occur, Public Works needs to move to another location.

The Public Works Department office is currently located on the Main Level of the PWPO Building. The department includes shared warehouse storage at Memorial Park Barn and an equipment yard in Memorial Park, south of Murase Plaza, called 3-Bay. The 3-Bay site is utilized through a conditional use permit which expires in June 2019. Both the existing warehouse storage and equipment yard facilities are not adequate for the current operations of the Public Works Department and their distant locations from the office make operations less efficient. The proposed solution to improve the Public Works Department facility is to build a new Public Works Complex that will consolidate the office, warehouse storage and equipment yard functions on one site (see FMP page 35).

In the Facility Master Plan (see FMP pages 36-42), six sites were under consideration to house a new Public Works Complex. Criteria for siting the Public Works Complex are: size (minimum of 5 acres); location (within or immediately adjacent to city limits); zoning (compatible use); and cost. Three sites were eliminated due to various reasons and deemed non-viable. Three sites were brought forward as viable options on which to build a new Public Works Complex.

- Site 1 is 7.58 acres (5.28 acres useable) on Boberg Road immediately north of the SMART/Fleet Facility.

- Site 2 is 7 acres between Boones Ferry Road and Boberg Road adjacent to the City’s Boeckman Well facility.
- Site 6 is 9.13 acres (4.2 acres usable) with a residence and power line easement just off of Day Road in unincorporated Washington County.

Of the three options above, the most viable is Site 1 which is comprised of two parcels on the west side of Boberg Street between Barber Street and Boeckman Road and is owned by Washington County. The two parcels are tax lot 31W14A 01900 at 4.70 acres and 01800 at 2.88 acres for a total gross acreage of 7.58 acres. The site is 30.34% encumbered by a combination of easements; a Significant Resource Overly Zone (SROZ) and a private access drive leaving 5.28 acres of net developable land. The site is currently public owned and tax exempt.

The City had a Real Estate Appraisal Report done for the two parcels which was completed November 30, 2015. The Report concluded Market Values for the combined parcels of \$2,080,000. Washington County also procured a Real Estate Appraisal and the concluded Market Value in that Report was \$1,552,000.

The City and the County settled on a purchase price of \$1,766,000.

**EXPECTED RESULTS:**

Purchase of the property is the first step towards improving the accommodations of the Police Department and the development of a Public Works Complex.

**TIMELINE:**

Once the Purchase and Sales agreement is approved by the City it will be presented to Washington County Commissioner for approval in late July. Phase 1 environmental study will commence immediately following approval.

**CURRENT YEAR BUDGET IMPACTS:**

Funding for the purchase of the 7.58 acres of property has been included in Fiscal Year 16/17 budget and would come from various Public Works related funds. Based on estimated use of the office, parking area, warehouse and yard of the property the proportionate cost allocations would be 15% general fund, 20% roads, 25% water, 25% wastewater, and 15% storm water.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL REVIEW / COMMENT:**

Reviewed by: B.J.\_\_\_\_\_ Date: 6/28/16\_\_\_\_\_

**COMMUNITY INVOLVEMENT PROCESS:**

None at this time

**POTENTIAL BENEFIT TO THE COMMUNITY:**

This project will provide more efficiency of operations by consolidating the various Public Works functions in one location. Also, it will provide the Police Department improved

accommodations to better fits their needs.

**ALTERNATIVES:**

Council could decide no property acquisition be authorized at this time.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Resolution No. 2594

Map of Washington County property considering for purchase

**RESOLUTION NO. 2594**

**A RESOLUTION OF THE CITY OF WILSONVILLE AUTHORIZING THE CITY MANAGER TO EXECUTE A PURCHASE AND SALE AGREEMENT WITH WASHINGTON COUNTY FOR 7.58 ACRES OF LAND ON SW BOBERG ROAD FOR PUBLIC WORK COMPLEX.**

WHEREAS, The Facility Master Plan (FMP), completed in March 2015 and adopted via Resolution 2526, provides an analysis of the existing conditions of City facilities, concepts for incremental programmatic building, and site improvements to meet the City's short and long term needs through the Year 2035; and

WHEREAS, the FMP identified the need for expanded and upgraded space for police operations, thereby necessitating the move of public works functions to another complex; and

WHEREAS, the FMP further identified the need for the public works functions to have consolidated office, warehouse storage and equipment yard functions on a consolidated site; and

WHEREAS, Public Works is using a portion of Memorial Park for an equipment yard via a conditional use permit which expires in June 2019; and

WHEREAS, six sites were considered to house a new Public Works Complex, three of which were deemed non-viable and three remaining were assessed against the selection criteria; and

WHEREAS, the most viable site is comprised of two parcels, tax lot 31W14A 01900 at 4.70 acres and 01800 at 2.88 acres, for a total gross acreage of 7.58 acres located on the west side of Boberg Road between Barber Street and Boeckman Road.

WHEREAS, the site is owned by Washington County and is currently tax exempt; and

WHEREAS, Washington is agreeable to sale the property to the City; and

WHEREAS, the site is 30.34% encumbered by a combination of easements; a Significant Resource Overlay Zone (SROZ) and a private access drive leaving 5.28 acres of net developable land; and

WHEREAS, the City and Washington County each had independent real estate appraisal reports completed to assign a fair market value to the parcels; and

WHEREAS, the City and Washington County agreed to a purchase price of \$1,766,000 based on analysis of both appraisals; and

WHEREAS, the purchase of the property is subject to ordinary pre-closing due diligence.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. The City Council does hereby approve and authorize the City Manager to sign a Purchase and Sale Agreement with Washington County for 7.58 acres of land on SW Boberg Road for Public Works Complex. The real property being defined as Map 03S01W14A, tax lot 1800 & 1900.
2. A copy of the Purchase and Sale Agreement is attached hereto and incorporated herein.
3. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7<sup>th</sup> day of July, 2016, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Council President Starr  
Councilor Fitzgerald  
Councilor Stevens  
Councilor Lehan

Exhibit A – Purchase and Sales Agreement with Washington County

**PURCHASE AND SALE AGREEMENT**

Seller: Washington County  
Facilities and Parks Services  
169 N First Ave/MS42  
Hillsboro OR 97124

Buyer: City of Wilsonville, Oregon  
29799 SW Town Center Loop East  
Wilsonville OR 97070

Dated: \_\_\_\_\_, 2016

1. **Purchase and Sale.** Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, the real property located at SW Boberg Road, Wilsonville, Oregon, Map 03S01W14A (Tax Lots 1800 & 1900) consisting of approximately 7.58 acres of land, legally described on **Exhibit A**, attached hereto and incorporated by reference herein (the “Property”).

2. **Purchase Price.** The Purchase Price for the Property will be **One Million Seven Hundred Sixty-Six Thousand Dollars (\$1,766,000)** (the “Purchase Price”).

3. **Due Diligence Contingencies.** Buyer shall have the right to enter the Property, upon reasonable notice to Seller, to conduct the following “Due Diligence Contingencies”:

(a) Buyer shall be entitled to conduct a Phase 1 environmental assessment of the Property and, if recommended by the Phase 1, a Phase 2 follow-up study. The Phase 1 must be completed within 45 days of the date of final execution of this Agreement. If a Phase 2 is recommended and pursued, the Due Diligence Period for assessment will be extended to ninety (90) days from the date of the Phase 1 report. Seller will be entitled to a copy of the Phase 1 report and the Phase 2 report, if a Phase 2 report is generated.

(b) Buyer shall be entitled to, but not obligated to, survey the Property within the Due Diligence period. If a survey is conducted, a copy of the survey will be provided to Seller.

(c) Seller shall complete the statutory Seller’s Property Disclosure Statement, attached hereto as **Exhibit B** and incorporated by reference herein, and provide it to Buyer within three (3) business days of the date of this Agreement so that it may be utilized by the various inspectors performing their inspections.

4. **Earnest Money.** Within three (3) days after execution of this Agreement, Buyer will deliver to the Escrow Agent the sum of **Fifty Thousand Dollars (\$50,000)** in the form of a promissory note. If Buyer is satisfied with the results of all of the Due Diligence Contingencies listed above, Buyer will deliver to the Escrow Agent an additional sum of **Fifty Thousand Dollars (\$50,000)** in the form of a promissory note, within three (3) business days of Buyer’s

acceptance of Due Diligence results. Both sums comprise the Earnest Money. The Earnest Money shall be applied to the payment of the Purchase Price for the Property at Closing. Any interest earned on the Earnest Money shall be considered part of the Earnest Money. The Earnest Money shall be returned to Buyer in the event any condition of Buyer's obligation to purchase the Property shall fail to be satisfied or waived through no fault of Buyer.

5. **Permitted Title Exceptions.** Within ten (10) days after the Execution Date, Buyer shall have obtained a preliminary title report from the title company (the "Preliminary Report"), together with all copies of all documents shown therein as exceptions to title, showing the status of Seller's title to the Property. Buyer shall have ten (10) days after receipt of a copy of the Preliminary Report within which to give notice in writing to Seller of any disapproval of any exceptions set forth in the Preliminary Report. Within ten (10) days after the date of such notice from Buyer, Seller shall give Buyer written notice of whether Seller is willing and able to remove the disapproved exceptions. Within ten (10) days after the date of such notice from Seller, Buyer shall elect by notice to Seller to either (i) purchase the Property subject to the disapproved exceptions that Seller is not willing or able to remove, or (ii) terminate this Agreement and receive a refund of the Earnest Money. On or before the Closing Date, Seller shall have removed all disapproved exceptions to which Buyer disapproves and which Seller agreed that Seller is willing and able to remove; provided, however, if Seller is unable to remove any disapproved exceptions that Seller has agreed to remove through no fault of Seller, Buyer may terminate this Agreement and receive a refund of the Earnest Money. Those exceptions Buyer does not object to are referred to as the "Permitted Exceptions."

6. **Representations and Warranties.** Seller represents and warrants to Buyer that:

(a) The Property is not in violation of any agreements, covenants, conditions, or restrictions affecting the Property.

(b) Seller has received no notice from any governmental agency having jurisdiction in the matter of any violation of any statute, law, ordinance, deed restriction, or rules or regulations with respect to the existence, construction, maintenance, or operation of the Property.

(c) Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code of 1986, and at Closing Seller shall deliver a certification to this effect to Buyer.

(d) The sale of the Property is "as-is" with Seller making no representation or warranty as to the condition or suitability of use of the Property except as provided in this Agreement.

(e) There are currently no known underground storage tanks located on the Property. Seller has no knowledge of any underground storage tank located on the Property but which has been removed, unless otherwise set forth in Seller's Property Disclosure Statement.

(f) During Seller's ownership of the Property there have been no releases, disposals, or burials of any Hazardous Substance on the Property and Seller knows of no prior release, disposal, or burial of any Hazardous Substance on the Property. As used herein "Hazardous

Substance” shall mean any and all substances defined or designated as hazardous, toxic, radioactive, dangerous, or regulated wastes or materials, or any other similar term in or under any applicable Environmental Laws. Hazardous Substance shall also include fuels, petroleum, and petroleum-derived products. “Environmental Laws” shall mean any and all federal, State of Oregon, and local laws, regulations, rules, permit terms, codes, and ordinances now or hereafter in effect, as the same may be amended from time to time, and applicable decision law, which govern materials, substances, regulated wastes, emissions, pollutants, animals or plants, noise, or products and/or relate to the protection of health, natural resources, safety, or the environment.

(g) There are no actions, claims, or proceedings pending or, to Seller’s knowledge, threatened by any party against Seller in connection with the Property or against the Property, nor to Seller’s knowledge is there any basis for any such action or proceeding.

(h) At the Closing Date, there will be no unpaid or deferred property taxes (including but not limited to deferred farm or forest).

(i) Seller is the sole owner of the Property and has the sole legal power, right, and authority to enter into this Agreement and to consummate the transactions contemplated herein.

(j) The foregoing representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at Closing. These representations and warranties shall survive the Closing and be fully enforceable thereafter.

**7. Buyer’s Representations and Warranties.** Buyer represents and warrants to Seller:

(a) Buyer has all requisite power and authority to execute and deliver this Agreement and the documents to be executed at Closing or otherwise in accordance with the terms of this Agreement, and this Agreement is valid and binding on Buyer in accordance with its terms.

(b) Neither the entering into this Agreement nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Buyer of any judgment, order, writ, injunction, or decree issued against or imposed upon it, or result in a violation of any applicable law, order, rule, or regulation of any governmental authority.

(c) The foregoing representations and warranties are true and correct as of the date of this Agreement and shall be true and correct at Closing. These representations and warranties shall survive the Closing and be fully enforceable thereafter.

**8. Condition of the Property.** Buyer agrees the Property is being sold and conveyed by Seller and accepted by Buyer without any representation or warranty by Seller except as expressly set forth in this Agreement. Except as otherwise specified in this Agreement, Buyer hereby acknowledges and agrees that Buyer shall rely solely upon the inspection, examination, and evaluation of the Property by Buyer or its representative(s). In the event of the purchase and sale of the Property hereunder, Seller shall sell the Property to Buyer, and Buyer shall accept the Property from Seller, in the condition “As Is”, “Where Is”, and “With All Faults”. Further, Buyer expressly acknowledges that, except as otherwise expressly set forth in this Agreement,

Seller makes no warranty or representation with respect to the quality, physical condition, or value of the Property, the Property's habitability, suitability, merchantability, or fitness for a particular purpose, or the presence or absence of conditions on the Property that could give rise to a claim for personal injury, property, or natural resource damages, the presence of hazardous or toxic substances, materials or waste substances, contaminants, or pollutants on, under, or about the Property.

9. **Operation Through the Closing Date.** From and after the execution date of this Agreement, through and including the Closing Date, Seller, at Seller's sole cost and expense, shall (a) keep all existing insurance policies affecting the Property in full force and effect; (b) continue to operate, manage, and maintain the Property in such condition so that the Property shall be in substantially the same condition on the Closing Date as on the execution date, reasonable wear and tear expected; (c) not subject the Property to any additional liens, encumbrances, covenants, conditions, easements, rights of way, or similar matters without the prior written consent of Buyer; and (d) not make any alterations to the Property except in the ordinary course of business.

10. **Closing, Escrow, Prorates.** If the Due Diligence Contingencies described in **Section 3** have been timely satisfied or waived by Buyer, the purchase and sale of the Property shall close on or before August 15, 2016, or as soon as practical (referenced herein as "Closing Date" or "Closing"). The transaction shall close in escrow at Fidelity National Title, 900 SW Fifth Avenue, Portland, OR 97204 ("Escrow Agent"). Prior to the Closing Date, each party will deposit with the Escrow Agent the funds, documents, and instructions necessary for Closing. The cost of the escrow shall be shared equally between Buyer and Seller, per standard escrow protocol. Current real property taxes on the Property will be prorated between the parties as of the Closing Date. Seller shall pay all deferred taxes, if any. Buyer shall be entitled to possession of the Property on the Closing Date. Seller will provide Buyer at Closing with a Statutory Warranty Deed and will purchase an Owner's Policy of Title Insurance for Buyer, with Buyer named as the insured. If Buyer surveys the Property and wishes to purchase extended title insurance coverage, Seller shall only be required to pay the cost of a standard title insurance policy, and Buyer shall pay the additional premium for extended coverage. The Escrow Agent shall collect and pay all taxes owed on the Property at Closing. Further escrow instructions may be provided by either party to the Escrow Agent.

11. **Broker.** Both Buyer and Seller represent to each other that no broker has been involved in this transaction.

12. **Voluntary Sale and Purchase Price.** Seller acknowledges that this is a voluntary sale and the Purchase Price is just and full compensation for this transaction and that the Purchase Price is based upon two appraisals performed by an appraiser retained by Buyer and an appraiser retained by Seller and is equal to a negotiated amount based on the two appraisals.

13. **Default.**

(a) Should Buyer default in the performance of this Agreement and fail to close due to such default, Seller shall be entitled to retain the Earnest Money, together with any interest

earned on the Earnest Money, as liquidated damages, which Seller and Buyer agree is a reasonable estimate of the loss that Seller would incur in such event.

(b) Should Seller default in the performance of this Agreement, Buyer shall be entitled to (i) terminate this Agreement by written notice thereof delivered to Seller on or before the Closing Date (in which case the Earnest Money plus interest shall be returned to Buyer); (ii) enforce specific performance of this Agreement; or (iii) pursue any other remedies at law or in equity.

14. **Assignment.** This Agreement may not be assigned or transferred by Buyer at any time without the prior written consent of Seller, which consent shall not be unreasonably withheld or delayed. Notwithstanding the forgoing, Buyer shall have the right, without Seller's consent, to assign this Agreement to any entity owned or controlled by Buyer, or any affiliate of Buyer, and Buyer may designate any entity at Closing as the named grantee in the Deed.

15. **General and Miscellaneous Provisions.**

(a) **Prior Agreements.** This instrument is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the Property is concerned. Neither party shall be bound by any promises, representations, or agreements, except as are herein expressly set forth.

(b) **Time is of the Essence.** Time is expressly made of the essence of each provision of this Agreement.

(c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and shall be given when actually delivered in person or forty-eight (48) hours after having been deposited in the United States mail as certified or registered mail, postage prepaid, addressed to the addresses set forth below with the names of the parties on the first page hereof, or to such other address as one party may indicate by written notice to the other party.

If notice is given to Seller, it shall be addressed as follows:

Washington County, Facilities & Parks Services  
Attn: Kristie Bollinger  
169 N First Avenue/MS42  
Hillsboro, Oregon 97124

with a copy to: Washington County Counsel's Office  
Attn: Cortney Duke-Driessen  
Public Service Building MS 24  
155 N 1<sup>st</sup> Avenue, Suite 340  
Hillsboro, Oregon 97124

If notice is given to Buyer, it shall be addressed as follows:

City of Wilsonville  
Attn: Delora Kerber, Public Works Director  
29799 SW Town Center Loop E  
Wilsonville, Oregon 97070

with a copy to: Legal Department  
City of Wilsonville  
29799 SW Town Center Loop E  
Wilsonville, Oregon 97070

The addresses or contacts set forth above may be changed by notice given in accordance with the terms of this Section.

(d) **Nonwaiver.** Failure by either party at any time to require performance by the other party of any of the provisions hereof shall in no way affect the party's rights hereunder to enforce the same, nor shall any waiver by the party of the breach hereof be held to be a waiver of any succeeding breach or a waiver of this nonwaiver clause.

(e) **No Merger.** The obligations set forth in this Agreement shall not merge with the transfer or conveyance of title to the Property but shall remain in effect until fulfilled.

(f) **Amendments.** This Agreement may be amended, modified, or extended without new consideration, but only by written instrument executed by both parties.

(g) **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Oregon. Venue for any proceeding shall be in Clackamas County, Oregon.

(h) **Attorneys Fees.** In the event of a suit, action, arbitration, or other proceeding of any nature whatsoever, including, without limitation, any proceeding under the U.S. Bankruptcy Code, instituted to interpret or enforce any provision of this Agreement, or with respect to any dispute relating to this Agreement, including, without limitation, any action in which a declaration of rights is sought or an action for rescission, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys, paralegals, accountants, and other experts fees and all other fees, costs, and expenses actually incurred and reasonably necessary in connection therewith, as determined by the judge or arbitrator at trial or arbitration, as the case may be, or on any appeal or review, in addition to all other amounts provided by law. This provision shall cover costs and attorneys fees related to or with respect to proceedings in Federal Bankruptcy Courts, including those related to issues unique to bankruptcy law.

(i) **Severability.** If any portion of this Agreement shall be invalid or unenforceable to any extent, the validity of the remaining provisions shall not be affected thereby.

(j) **Counting of Days.** Whenever a time period is set forth in days in this Agreement, the first day from which the designated period of time begins to run shall not be

included. The last day of the period so computed shall be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or legal holiday.

(k) **Number, Gender and Captions.** In construing this Agreement, it is understood that, if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that, generally, all grammatical changes shall be made, assumed, and implied to individuals and/or corporations and partnerships. All captions and paragraph headings used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this Agreement.

(l) **Recording.** Upon request of either party, the parties shall execute, in a form sufficient for recording, a memorandum of this Agreement, which may be recorded at the expense of the party requesting the same.

(m) **Binding Effect.** The covenants, conditions, and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties hereto.

(n) **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Agreement.

16. **Authority.** This Purchase and Sale Agreement is subject to final authorization and approval by the City Council of the City of Wilsonville and the Board of Commissioners of Washington County.

17. **Zoning and Land Use.** THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND

195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

**SELLER:**

**BUYER:**

**WASHINGTON COUNTY**

**CITY OF WILSONVILLE**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Bryan Cosgrove

As Its: \_\_\_\_\_

As Its: City Manager

APPROVED AS TO FORM:

APPROVED AS TO FORM:

**Washington County**

**City of Wilsonville**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Barbara A. Jacobson

As Its: \_\_\_\_\_

As Its: City Attorney

**EXHIBIT "A"**

PARCEL I:

Lot 10, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM that portion included in Dedication Deed recorded May 7, 1986 as Fee No. 86-016172.

PARCEL II:

Lot 11, BOBERG, in the City of Wilsonville, County of Clackamas and State of Oregon.

EXCEPTING THEREFROM the South 125 feet thereof, as cut of by a line drawn parallel with the South line of said Lot 11.

ALSO EXCEPTING THEREFROM that portion included in Dedication Deed recorded May 7, 1986 as Fee No. 86-016172.

ALSO EXCEPTING THEREFROM that portion in the Southwest corner thereof described in PLAA06-0092, contained in Warranty Deed recorded July 16, 2008 as Fee No. 2008-050617.

**SELLER'S PROPERTY DISCLOSURE STATEMENT**

NOT A WARRANTY (ORS 105.464)

If required under ORS 105.465, a seller shall deliver in substantially the following form the seller's property disclosure statement to each buyer who makes a written offer to purchase real property in this state:

***INSTRUCTIONS TO THE SELLER***

Please complete the following form. Do not leave any spaces blank. Please refer to the line number(s) of the question(s) when you provide your explanation(s). If you are not claiming an exclusion or refusing to provide the form under ORS 105.475(4), you should date and sign each page of this disclosure statement and each attachment.

Each seller of residential property described in ORS 105.465 must deliver this form to each buyer who makes a written offer to purchase. Under ORS 105.475(4), refusal to provide this form gives the buyer the right to revoke their offer at any time prior to closing the transaction. Use only the section(s) of the form that apply to the transaction for which the form is used. If you are claiming an exclusion under ORS 105.470, fill out only Section 1.

An exclusion may be claimed only if the seller qualifies for the exclusion under the law. If not excluded, the seller must disclose the condition of the property or the buyer may revoke their offer to purchase any time prior to closing the transaction. Questions regarding the legal consequences of the seller's choice should be directed to a qualified attorney.

**Section 1. EXCLUSION FROM ORS 105.462 TO 105.490** *(Do not fill out this section unless you are claiming an exclusion under ORS 105.470.)*

You may claim an exclusion under ORS 105.470 only if you qualify under the statute. If you are not claiming an exclusion, you must fill out Section 2 of this form completely. *Initial only the exclusion you wish to claim:*

\_\_\_\_\_ This is the first sale of a dwelling never occupied. The dwelling is constructed or installed under building or installation permit(s) # \_\_\_\_\_, issued by \_\_\_\_\_.

\_\_\_\_\_ This sale is by a financial institution that acquired the property as custodian, agent, or trustee, or by foreclosure or deed in lieu of foreclosure.

\_\_\_\_\_ The seller is a court appointed receiver, personal representative, trustee, conservator, or guardian.

  X   This sale or transfer is by a governmental agency.

\_\_\_\_\_  
Signature(s) of Seller claiming exclusion

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature(s) of Seller claiming exclusion

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer(s) to acknowledge Seller's claim

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Buyer(s) to acknowledge Seller's claim

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

**Section 2. SELLER’S PROPERTY DISCLOSURE STATEMENT** *(If you did not claim an exclusion in Section 1, you must fill out this section.)*

NOTICE TO THE BUYER: THE FOLLOWING REPRESENTATIONS ARE MADE BY THE SELLER(S) CONCERNING THE CONDITION OF THE PROPERTY LOCATED AT: Tax lots 03S01W14A1800 and 03S01W14A1900  
 (“THE PROPERTY”).

DISCLOSURES CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. BUYER HAS FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS SELLER’S DISCLOSURE STATEMENT TO REVOKE BUYER’S OFFER BY DELIVERING BUYER’S SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE STATEMENT, UNLESS BUYER WAIVES THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

FOR A MORE COMPREHENSIVE EXAMINATION OF THE SPECIFIC CONDITION OF THIS PROPERTY, BUYER IS ADVISED TO OBTAIN AND PAY FOR THE SERVICES OF A QUALIFIED SPECIALIST TO INSPECT THE PROPERTY ON BUYER’S BEHALF, INCLUDING, FOR EXAMPLE, ONE OR MORE OF THE FOLLOWING: ARCHITECTS, ENGINEERS, PLUMBERS, ELECTRICIANS, ROOFERS, ENVIRONMENTAL INSPECTORS, BUILDING INSPECTORS, CERTIFIED HOME INSPECTORS, OR PEST AND DRY ROT INSPECTORS.

Seller  is  is not occupying the property.

**SELLER’S REPRESENTATIONS:**

The following are representations made by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or any real estate licensee engaged by the seller or the buyer. *\*If you mark yes on items with \*, attach a copy or explain on an attached sheet.*

**I. TITLE**

- A. Do you have legal authority to sell the property?  Yes  No  Unknown
- \*B. Is title to the property subject to any of the following:
  - (1) First right of refusal  Yes  No  Unknown
  - (2) Option  Yes  No  Unknown
  - (3) Lease or rental agreement  Yes  No  Unknown
  - (4) Other listing  Yes  No  Unknown
  - (5) Life estate  Yes  No  Unknown
- \*C. Is the property being transferred an unlawfully established unit of land?  Yes  No  Unknown
- \*D. Are there any encroachments, boundary agreements, boundary disputes, or recent boundary changes?  Yes  No  Unknown
- \*E. Are there any rights of way, easements, licenses, access limitations, or claims that may affect your interest in the property?  Yes  No  Unknown
- \*F. Are there any agreements for joint maintenance of an easement or right of way?  Yes  No  Unknown
- \*G. Are there any governmental studies, designations, zoning overlays, surveys, or notices that would affect the property?  Yes  No  Unknown
- \*H. Are there any pending or existing governmental assessments against the property?  Yes  No  Unknown
- \*I. Are there any zoning violations or nonconforming uses?  Yes  No  Unknown
- \*J. Is there a boundary survey for the property?  Yes  No  Unknown
- \*K. Are there any covenants, conditions, restrictions, or private assessments that affect the property?  Yes  No  Unknown
- \*L. Is the property subject to any special tax assessment or tax treatment that may result in levy of additional taxes if the property is sold?  Yes  No  Unknown

II. WATER

A. Household Water:

(1) The source of the water is (*check ALL that apply*):

- Public     Community     Private     Other: \_\_\_\_\_

(2) Water source information:

- \*a. Does the water source require a water permit?  Yes    No    Unknown  
     If yes, do you have a permit?  Yes    No
- b. Is the water source located on the property?  Yes    No    Unknown  
     \*If not, are there any written agreements for a shared water source?  Yes    No    Unknown    N/A
- \*c. Is there an easement (recorded or unrecorded) for your access to or maintenance of the water source?  Yes    No    Unknown
- d. If the source of water is from a well or spring, have you had any of the following in the past 12 months?  Yes    No    Unknown    N/A  
      Flow test     Bacteria test             Chemical contents test
- \*e. Are there any water source plumbing problems or needed repairs?  Yes    No    Unknown

(3) Are there any water treatment systems for the property?

- Leased     Owned

B. Irrigation:

- (1) Are there any water rights or other irrigation rights for the property?  Yes    No    Unknown
- \*(2) If any exist, has the irrigation water been used during the last five-year period?  Yes    No    Unknown    N/A
- \*(3) Is there a water rights certificate or other written evidence available?  Yes    No    Unknown    N/A

C. Outdoor Sprinkler System:

- (1) Is there an outdoor sprinkler system for the property?  Yes    No    Unknown
- (2) Has a back flow valve been installed?  Yes    No    Unknown    N/A
- (3) Is the outdoor sprinkler system operable?  Yes    No    Unknown    N/A

III. SEWAGE SYSTEM

- A. Is the property connected to a public or community sewage system?  Yes    No    Unknown
- B. Are there any new public or community sewage systems proposed for the property?  Yes    No    Unknown
- C. Is the property connected to an on-site septic system?  Yes    No    Unknown  
     (1) If yes, when was the system installed? \_\_\_\_\_  Unknown    N/A  
     \*(2) If yes, was the system installed by a permit?  Yes    No    Unknown    N/A  
     \*(3) Has the system been repaired or altered?  Yes    No    Unknown  
     \*(4) Has the condition of the system been evaluated and a report issued?  Yes    No    Unknown  
     (5) Has the septic tank ever been pumped?  Yes    No    Unknown  
         If yes, when? \_\_\_\_\_  N/A  
     (6) Does the system have a pump?  Yes    No    Unknown  
     (7) Does the system have a treatment unit such as a sand filter or an aerobic unit?  Yes    No    Unknown  
     \*(8) Is a service contract for routine maintenance required for the system?  Yes    No    Unknown  
     (9) Are all components of the system located on the property?  Yes    No    Unknown
- \*D. Are there any sewage system problems or needed repairs?  Yes    No    Unknown
- E. Does your sewage system require on-site pumping to another level?  Yes    No    Unknown

IV. COMMON INTEREST

- A. Is there a Home Owners' Association or other governing entity?  Yes    No    Unknown  
     Name of Association or Other Governing Entity: \_\_\_\_\_  
     Address: \_\_\_\_\_  
     Contact Person: \_\_\_\_\_                      Phone Number: \_\_\_\_\_

B. Regular periodic assessments: \$ \_\_\_\_\_  
 per  Month  Year  Other: \_\_\_\_\_

- \*C. Are there any pending or proposed special assessments?  Yes  No  Unknown
- D. Are there shared "common areas" or joint maintenance agreements for facilities like walls, fences, pools, tennis courts, walkways, or other areas co-owned in undivided interest with others?  Yes  No  Unknown
- E. Is the Home Owners' Association or other governing entity a party to pending litigation or subject to an unsatisfied judgment?  Yes  No  Unknown  N/A
- F. Is the property in violation of recorded covenants, conditions, and restrictions or in violation of other bylaws or governing rules, whether recorded or not?  Yes  No  Unknown  N/A

V. GENERAL

- A. Are there problems with settling, soil, standing water, or drainage on the property or in the immediate area?  Yes  No  Unknown
- B. Does the property contain fill?  Yes  No  Unknown
- C. Is there any material damage to the property or any of the structure(s) from fire, wind, floods, beach movements, earthquake, expansive soils, or landslides?  Yes  No  Unknown
- D. Is the property in a designated floodplain?  Yes  No  Unknown
- E. Is the property in a designated slide or other geologic hazard zone?  Yes  No  Unknown
- \*F. Has any portion of the property been tested or treated for asbestos, formaldehyde, radon gas, lead-based paint, mold, fuel, or chemical storage tanks or contaminated soil or water?  Yes  No  Unknown
- G. Are there any tanks or underground storage tanks (e.g., septic, chemical, fuel, etc.) on the property?  Yes  No  Unknown
- H. Has the property ever been used as an illegal drug manufacturing or distribution site?  
 \*If yes, was a Certificate of Fitness issued?  Yes  No  Unknown
- \*I. Has the property been classified as forestland-urban interface?  Yes  No  Unknown

VI. FULL DISCLOSURE BY SELLERS

- \*A. Are there any other material defects affecting this property or its value that a prospective buyer should now about?  
 Yes  No  
 \*If yes, describe the defect on attached sheet and explain the frequency and extent of the problem and any insurance claims, repairs, or remediation.
- B. Verification: The foregoing answers and attached explanations (if any) are complete and correct to the best of my/our knowledge and I/we have received a copy of this disclosure statement. I/we authorize my/our agents to deliver a copy of this disclosure statement to all prospective buyers of the property or their agents.

SELLER: WASHINGTON COUNTY, a political subdivision of the State of Oregon

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**BUYER’S ACKNOWLEDGEMENT**

- A. As buyer(s), I/we acknowledge the duty to pay diligent attention to any material defects that are known to me/us or can be known by me/us by utilizing diligent attention and observation.
- B. Buyer acknowledges and understands that the disclosures set forth in this statement and in any amendments to this statement are made only by the seller and are not the representations of any financial institution that may have made or may make a loan pertaining to the property, or that may have or take a security interest in the property, or of any real estate licensee engaged by the seller or buyer. A financial institution or real estate licensee is not bound by and has no liability with respect to any representation, misrepresentation, omission, error, or inaccuracy contained in another party’s disclosure statement required by this section or any amendment to the disclosure statement.
- C. Buyer (which term includes all persons signing the “buyer’s acknowledgement” portion of this disclosure statement below) hereby acknowledges receipt of a copy of this disclosure statement (including attachments, if any) bearing seller’s signature(s).

DISCLOSURES, IF ANY, CONTAINED IN THIS FORM ARE PROVIDED BY THE SELLER ON THE BASIS OF SELLER’S ACTUAL KNOWLEDGE OF THE PROPERTY AT THE TIME OF DISCLOSURE. IF THE SELLER HAS FILLED OUT SECTION 2 OF THIS FORM, YOU, THE BUYER, HAVE FIVE DAYS FROM THE SELLER’S DELIVERY OF THIS DISCLOSURE STATEMENT TO REVOKE YOUR OFFER BY DELIVERING YOUR SEPARATE SIGNED WRITTEN STATEMENT OF REVOCATION TO THE SELLER DISAPPROVING THE SELLER’S DISCLOSURE UNLESS YOU WAIVE THIS RIGHT AT OR PRIOR TO ENTERING INTO A SALE AGREEMENT.

BUYER HEREBY ACKNOWLEDGES RECEIPT OF A COPY OF THIS SELLER’S PROPERTY DISCLOSURE STATEMENT.

BUYER: CITY OF WILSONVILLE

By: \_\_\_\_\_

Date: \_\_\_\_\_

Bryan Cosgrove

As Its: City Manager

Agent receiving disclosure statement on buyer’s behalf to sign and date:

\_\_\_\_\_  
Real Estate Licensee’s Signature

Print Name: \_\_\_\_\_

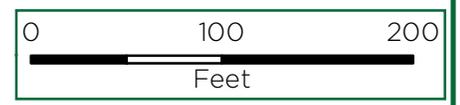
\_\_\_\_\_  
Real Estate Business Name

Date received by agent: \_\_\_\_\_

# Boberg Property



 Washington County owned property





## CITY COUNCIL MEETING STAFF REPORT

<b>Meeting Date:</b>  July 7, 2016	<b>Subject: Resolution No. 2595</b> Recreation and Aquatic Center Operations and Management Services  <b>Staff Member:</b> Jeanna Troha, Stan Sherer <b>Department:</b> HR and Parks and Recreation	
<b>Action Required</b>	<b>Advisory Board/Commission Recommendation</b>	
<input checked="" type="checkbox"/> Motion <input type="checkbox"/> Public Hearing Date: <input type="checkbox"/> Ordinance 1 <sup>st</sup> Reading Date: <input type="checkbox"/> Ordinance 2 <sup>nd</sup> Reading Date: <input type="checkbox"/> Resolution <input type="checkbox"/> Information or Direction <input type="checkbox"/> Information Only <input type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b>	
<b>Staff Recommendation:</b> Staff recommends the City Council select the Sports Facilities Management Group to operate and manage the proposed Recreation and Aquatic Center. This selection is contingent upon the passage of the bond measure in November and successful negotiation of a management contract with the City.		
<b>Recommended Language for Motion:</b> I move to adopt Resolution No. 2595.		
<b>Project / Issue Relates To:</b> <i>[Identify which goal(s), master plans(s) your issue relates to.]</i>		
<input checked="" type="checkbox"/> Council Goals/Priorities	<input type="checkbox"/> Adopted Master Plan(s)	<input type="checkbox"/> Not Applicable

**ISSUE BEFORE COUNCIL:** Whether the Sports Facilities Management Group should be selected as the operator and manager of the proposed Recreation and Aquatic Center. Council approval is contingent upon passage of the bond measure in November and successful negotiation of a management contract between the City and the Sports Facilities Management Group.

**EXECUTIVE SUMMARY:** In February, the City conducted a formal request for proposals (RFP) process from qualified firms for the operation and management of a proposed recreation and aquatic center. The intent of the RFP was to identify facility management companies qualified and capable of operating and managing a proposed 80,000 square foot multi-activity recreation center, including a six-lane pool, a 6,000 square foot leisure pool, fitness center, basketball courts, multi-purpose rooms and other recreational amenities that will be identified during the design phase.

Among other requirements, interested proposers were advised to include the following in their submittal:

- Introductory Letter.
- Overall Experience and Qualifications.
- Proposed Programming and Operational Plan: to include a management plan, a marketing plan and a financial plan.
- Budget/Financial Proposal
- References

The City received four submittals to the RFP. Those respondents included the City of Wilsonville, USA Sports Management, YMCA of Columbia-Willamette and the Sports Facilities Management. A committee was formed to review the written proposals and interview the selected firms. The committee consisted of City staff, Councilor Scott Starr and Tony Holt, a member of the budget committee. All firms that submitted written proposals were invited to participate in the interview process. Those firms included USA Management, the Columbia Willamette Valley YMCA, and the Sports Facilities Management (SFM). The firms were interviewed on April 14, 2016. Each respondent was allowed approximately ninety minutes to present their proposal, ask and answer questions.

After the interview process was completed, the review committee ranked each proposer in accordance with the criteria set forth in the RFP and overall presentation. Interview scores were combined with the written proposal scores and used to determine the final ranking. Staff conducted reference checks of the top two proposals. The outcome was a unanimous selection of the Sports Facilities Management.

The Sports Facilities Advisory (“SFA”) was founded in 2003. Initially, the company served clients seeking to open new facilities by producing the economic feasibility analysis. Wilsonville retained SFA, through a competitive process, in 2014 to conduct the feasibility study for our proposed recreation and aquatic center. Since that time and after years of providing management services, SFA formed Sports Facilities Management (“SFM”) for the purpose of opening and/or managing recreational facilities, similar to the one proposed for Wilsonville, nationwide. SFM will work with the City to enhance revenues and contain costs while also optimizing the quality of services to our community.

Councilman-Hunsaker will subcontract with SFM on the management of the Wilsonville Recreation and Aquatic Center. They also partnered with SFA to deliver the economic

feasibility study for our project. Councilman is an industry leader in planning, designing and managing recreational aquatic facilities.

**EXPECTED RESULTS:**

To negotiate an operation and management contract if the proposed ballot measure passes in November.

**TIMELINE:**

Execution of the contract is contingent upon passage of a bond measure for the issuance of approximately \$35 million dollars in bond funds needed to fund the land acquisition and construction of the proposed Recreation and Aquatic Center.

**CURRENT YEAR BUDGET IMPACTS:**

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

**LEGAL REVIEW / COMMENT:**

Reviewed by: \_\_\_BJ\_\_\_\_\_ Date: \_\_\_6/29/26\_\_\_\_\_

**COMMUNITY INVOLVEMENT PROCESS:**

**POTENTIAL IMPACTS or BENEFIT TO THE COMMUNITY** (businesses, neighborhoods, protected and other groups):

**ALTERNATIVES:**

The City Council can reject the review committee’s recommendation of Sports Facilities Management for operations and management of the proposed Recreation and Aquatic Center.

**CITY MANAGER COMMENT:**

**ATTACHMENTS:**

Resolution No. 2595

**RESOLUTION NO. 2595**

**A RESOLUTION OF THE CITY OF WILSONVILLE, OREGON, SELECTING SPORTS FACILITIES MANAGEMENT, LLC TO OPERATE THE CITY OF WILSONVILLE PROPOSED RECREATION AND AQUATIC CENTER. SELECTION IS CONTINGENT ON PASSAGE OF THE BOND MEASURE BY VOTERS ON NOVEMBER 8, 2016 AND SUCCESSFUL NEGOTIATION OF AN AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND SPORTS FACILITIES MANAGEMENT, LLC.**

WHEREAS, a 2014 financial feasibility study concluded a recreation and aquatic center (“Center”) in Wilsonville could be self-sustaining without ongoing subsidy from the City; and

WHEREAS, a survey of Wilsonville voters indicated support for a community recreation and aquatic center and willingness to use general obligation bonds for property acquisition, design, and construction of the proposed Center; and

WHEREAS, city staff conducted a Request for Proposal (“RFP”) process to select the operator of the proposed recreation and aquatic center; and

WHEREAS, the City received three proposals, including a proposal submitted by city staff detailing costs of a City operated facility instead of a private or nonprofit firm operator; and

WHEREAS, an interview panel consisting of city staff, a city councilor, and a budget committee member reviewed all written proposals and interviewed three firms; and

WHEREAS, based on the RFP scoring criteria, the interview panel selected Sports Facilities Management, LLC (“SFM”) as the recommended operator of the proposed Center; and

WHEREAS, this selection is contingent upon voter approval the bond measure on November 8, 2016, as well as a successful negotiation of an operator agreement between the City and SFM.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

1. Based on a competitive RFP process, SFM is contingently selected as the operator of the proposed Wilsonville recreation and aquatic center.
2. The selection of SFM is contingent on voter approval of the bond measure on November 8, 2016, and on successful negotiation of an operator agreement between the City and SFM.
3. The negotiated operator agreement will be subject to future City Council approval.

4. This Resolution becomes effective upon the date of adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 7<sup>th</sup> day of July, 2016, and filed with the Wilsonville City Recorder this date.

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Tim Knapp, Mayor

ATTEST:

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Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp  
Council President Starr  
Councilor Fitzgerald  
Councilor Stevens  
Councilor Lehan