

# **SECOND AMENDED**

## **AGENDA**

### **WILSONVILLE CITY COUNCIL MEETING**

**JANUARY 7, 2013**

**7:00 P.M.**

#### **CITY HALL**

**29799 SW TOWN CENTER LOOP**

**WILSONVILLE, OREGON**

Mayor Tim Knapp

Councilor Julie Fitzgerald  
Councilor Susie Stevens

Councilor Richard Goddard  
Councilor Scott Starr

#### **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 [15 min.]**  
A. Pursuant to ORS 192.660(2)(e) Real Property Transactions  
ORS 192.660(2)(f) Exempt Public Records
- 5:15 P.M. COUNCILORS' CONCERNS [5 min.]**
- 5:25 P.M. PRE-COUNCIL WORK SESSION**
- A. Summary of Regional Meetings (Ottenad) [15 min.]  
B. Set special meetings for January 24 and February 21 [5 min.]  
C. Resolution No. 2394 Explanatory Statement [10 min.]
- 6:55 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 regular session to be held Monday, January 7, 2013 at City Hall. Legislative matters must have been filed in the office of the City Recorder by 10 a.m. on December 24, 2012. 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. SWEARING IN CEREMONY**

A. **Oath of Office**

Judge Michael Gleeson will administer the Oath of Office to newly elected Mayor Tim Knapp, Councilor Julie Fitzgerald and Councilor Susie Stevens.

B. Comments from Mayor Knapp

C. Comments from Councilors

**7:30 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.

**7:35 P.M. MAYOR'S BUSINESS**

A. Elect Council President

B. Upcoming Meetings

**7:40 P.M. COMMUNICATIONS**

A. Wilsonville Community Sharing – Rich Truitt and Alan Kirk of OrePac

B. Greater Portland Inc. Presentation – Colin Sears/Derrick Olsen

**7:50 P.M. CITIZEN INPUT & COMMUNITY ANNOUNCEMENTS**

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**8:00 P.M. COUNCILOR COMMENTS, LIAISON REPORTS & MEETING ANNOUNCEMENTS**

A. Councilor Starr

B. Councilor Goddard

C. Councilor Fitzgerald

D. Councilor Stevens

**8:10 P.M. CONSENT AGENDA**

A. **Resolution No. 2392**

A Resolution Of The City Of Wilsonville Adopting The Intergovernmental Agreement Between The City Of Wilsonville And Other Governmental Agencies Who Are Members Of The Oregon Public Works Emergency Response Cooperative Assistance Agreement. (staff – Kerber)

B. **Resolution No. 2393**

A Resolution Of The Wilsonville City Council Authorizing Staff To Make Application For Funding Through The Oregon Department Of Energy Alternative Fuel Vehicle Infrastructure Program. (Staff – Lashbrook)

**8:15 P.M. CONTINUING BUSINESS**

**a. Resolution No. 2385 – *continued from December 17, 2012 meeting***

A Resolution Of The City Of Wilsonville Approving Addendum No. 4 To The Development Agreement Of June 14, 2004 By And Between The City Of Wilsonville (City) And The Urban Renewal Agency Of The City Of Wilsonville (URA) And Matrix Development Corporation (Developer) And Property Owners Donald E. Bischof / Sharon L. Lund, Arthur C. / Dee W. Piculell, The Dearmond Family LLC / Louis J. / Margaret P. Fasano (Owners) And Valerie And Matthew Kirkendall (Kirkendall) And Repealing Resolution No. 2377. (Staff – Jacobson/Kraushaar)

**B. Ordinance No. 712 second reading**

An Ordinance Amending City Of Wilsonville Park Rules To Prohibit Smoking Or Other Use Of Tobacco On All City Park Property, Park Facilities And Buildings. (Staff - Brescia/Troha)

**8:25 P.M. CITY MANAGER'S BUSINESS**

**A. Resolution No. 2394**

A Resolution Authorizing Explanatory Statement To Be Submitted For Ballot Measure Captioned "Business Incentive Program For Investment And Job Creation By Manufacturers".

**B. Meeting Recap**

**8:35 P.M. LEGAL BUSINESS**

**8:40 P.M. ADJOURN**

**AN URBAN RENEWAL AGENCY MEETING WILL IMMEDIATELY FOLLOW**

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# **AMENDED**

## **AGENDA**

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**CITY HALL  
29799 SW TOWN CENTER LOOP  
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Councilor Julie Fitzgerald  
Councilor Susie Stevens

Councilor Richard Goddard  
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C.
- 6:55 P.M. ADJOURN**
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A. Elect Council President

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**8:20 P.M. CITY MANAGER'S BUSINESS**

**A. Meeting Recap**

**8:25 P.M. LEGAL BUSINESS**

**8:30 P.M. ADJOURN**

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## **Wilsonville Mayor Tim Knapp - Bio**

Updated January 2011

Wilsonville Mayor Tim Knapp has served as the city's top-elected official since January 2009, where he has helped to lead efforts in economic development, regional community relations and compact "smart-growth" urban-development strategies.



Mayor Knapp was first appointed to the Wilsonville City Council in November 2003, and was subsequently elected as a Councilor in 2004. At the time of his appointment he was a member of the city's Development Review Board, which reviews and takes quasi-judicial action on land-use applications.

Mayor Knapp serves as the Other (small) Cities of Clackamas County alternate representative to Portland Metro regional government's land-use advisory board, Metropolitan Policy Advisory Committee (MPAC). He also represented the Other (small) Cities of Clackamas County on the Portland Metro Urban/Rural Reserves Steering Committee during 2008-09.

Mayor Knapp actively participates in both County Coordinating Committees for Clackamas and Washington counties. He also serves on the French Prairie Forum, an inter-jurisdictional committee of North Willamette Valley local governments.

Mayor Knapp succeeds Charlotte Lehan who had served as mayor for 12 years and now serves on the Clackamas County board of commissioners.

Mayor Knapp has been involved over the years in many local government and nonprofit activities, including serving on the board of the local Chamber of Commerce from 2003 to 2009, the Wilsonville Adjunct Transportation Planning Committee from 1997-2003, and the West Side Merchants' Association from 1993-1996.

His career background include a decade in progressively more responsible positions in the property-casualty insurance claims industry and two decades self-employed in the automobile accessory manufacturing and distribution business. He and his wife Melodee have spent the past 15-plus years in the design, construction and operation of a neo-traditional style, mixed-use commercial/industrial business center, Old Town Village, in Wilsonville. They have been Wilsonville residents since 1986.

Mayor Knapp and his wife Melodee have two grown children and one grandchild.

# # #

## **Julie Fitzgerald**

Julie Fitzgerald was elected November 6, 2012. She was appointed November 19, 2012 by the City Council to fill the unexpired term of Councilor Steve Hurst. After applying her bachelor's degree in Animal Science from Oregon State University to run the family sheep ranch, it was Julie's experiences as a community volunteer that led to a career in fundraising program leadership. She is past president of the Oregon Chapter of the International Association of Fundraising Professionals and holds advanced certificates in planned giving and fundraising management. Julie moved to Wilsonville in 2007.

## **Susie Stevens**

Susie Stevens was elected to office in November 2012 and sworn in as a City Councilor in January 2013. She was a member of the Wilsonville Tract Advisory Committee for the area now known as Graham Oaks Natural area. Ms. Stevens has served as both President and Treasurer on Parents and Staff for Students, the parent support group for Wilsonville Primary and Boones Ferry Primary schools. She has worked in Wilsonville for 21 years as the Executive Director for the Charbonneau Country Club, a homeowner association of more than 1500 residences. Ms. Stevens has lived in Wilsonville since 1995 and is a graduate of the University of Oregon.

## Mayor's Board & Commission Recommendations 1-7-13:

### **BUDGET COMMITTEE: 3 year term 1-1-13 through 12-31-15:**

- ✓ Wendy Buck
- ✓ Glenn Ohl

### **PARKS & RECREATION BOARD: (different terms to stagger dates)**

#### **4 year term 1-1-13 through 12-31-16:**

- ✓ Katherine Johnson
- ✓ Mary Closson

#### **3 year term 1-1-13 through 12-31-15:**

- ✓ Elaine Swyt
- ✓ Alan Johnson

### **PLANNING COMMISSION: 4 year term 1-1-13 through 12-31-16:**

- ✓ Phyllis Straight-Millan

### **DEVELOPMENT REVIEW BOARD-PANEL A: 2 year term 1-1-13/12-31-14:**

- ✓ Mary Bower (reappoint)
- ✓ Gerald Greenfield
- ✓ Simon Springall
- ✓ Kenneth Ruud

### **DEVELOPMENT REVIEW BOARD-PANEL B: 2 year term 1-1-13/12-31-14:**

- ✓ Andrew Karr (reappoint)
- ✓ Jhuma Chaudhuri (reappoint)
- ✓ Aaron Woods

*1/7/13 need*

**CITY COUNCIL MEETING  
STAFF REPORT**

<b>Meeting Date:</b> January 7, 2013	<b>Subject:</b> City Council representation to various intergovernmental regional boards and committees <b>Staff Member:</b> Mark Ottenad, Public/Government Affairs Director <b>Department:</b> Administration
<b>Action Required</b> <input 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 Information or Direction <input type="checkbox"/> Information Only <input checked="" type="checkbox"/> Council Direction <input type="checkbox"/> Consent Agenda	<b>Advisory Board/Commission Recommendation</b> <input type="checkbox"/> Approval <input type="checkbox"/> Denial <input type="checkbox"/> None Forwarded <input checked="" type="checkbox"/> Not Applicable  <b>Comments:</b> The City Council is expected to appoint representatives and alternates for the City on various regional boards/committees.
<b>Staff Recommendations:</b> City Council will decide which members shall act as representative and alternate for the City on various regional boards/committees	
<b>Recommended Language for Motion:</b> Not applicable.	
<b>PROJECT / ISSUE RELATES TO:</b>	
<input type="checkbox"/> Council Goals/Priorities <input type="checkbox"/> Adopted Master Plan(s) <input checked="" type="checkbox"/> Not Applicable	

**ISSUE BEFORE COUNCIL**

The City Council will decide which members shall act as representative and alternate for the City on four regional boards/committees. City Councilors may also be interested in other regional inter-governmental or business association meetings, which are also noted later in the report.

**EXECUTIVE SUMMARY**

The City of Wilsonville is represented by City Council members and staff on various boards and committees throughout the region. Four of these intergovernmental bodies require or request an elected official of the City to be the primary representative and/or the alternate representative.

## INTERGOVERNMENTAL BOARDS AND COMMITTEES FOR CITY COUNCIL APPOINTMENT

The City Council is expected to appoint members as primary representative and/or secondary representative to the various boards and committees as outlined below.

### Standing meetings of elected officials and appointed representatives

Leadership Body	Meeting Date/ Time	Location	City Representatives and Alternates 2011-12
<b>Washington County Coordinating Committee ("WCCC")</b>	1 <sup>st</sup> or 2 <sup>nd</sup> Monday 12:00 – 1:30 pm	Beaverton Library or Beaverton City Hall	<ul style="list-style-type: none"> <li>• Mayor Knapp, rep.</li> <li>• Councilor Núñez, 1<sup>st</sup> alt.</li> <li>• Mark Ottenad, 2<sup>nd</sup> alt.</li> </ul>
<b>Clackamas County Coordinating Committee ("C-4"): Main body or Cities Subcommittee</b>	1 <sup>st</sup> Thursday 6:45 – 8:45 pm	Clackamas County Development Services Building, Oregon City	<ul style="list-style-type: none"> <li>• Mayor Knapp, rep.</li> <li>• Councilor Núñez, alt.</li> <li>• [Mark Ottenad (attend)]</li> </ul>
<b>Clackamas County Coordinating Committee Metro Subcommittee</b>	1 <sup>st</sup> Thursday 7:30 – 9:00 am	Lake Oswego City Hall	<ul style="list-style-type: none"> <li>• Mayor Knapp, rep.</li> <li>• Councilor Núñez, alt;</li> <li>• [Mark Ottenad (attend)]</li> <li>• [Nancy Kraushaar (attend)]</li> </ul>
<b>French Prairie Forum Local Governments Work Group</b>	3 <sup>rd</sup> Wednesday 2:00 – 4:00 pm	OSU North Willamette Research & Extension Center	<ul style="list-style-type: none"> <li>• Mayor Knapp, rep.</li> <li>• Mark Ottenad (attend)</li> <li>• Greg Leo (attend)</li> </ul>

Washington County Coordinating Committee ("WCCC") is composed of all the cities and the County of Washington County; Tri-Met and Metro representatives attend as ex-officio members. The WCCC reviews and makes recommendations on land-use and transportation matters, including making recommendations to the Board of County Commissioners for Major Streets Transportation Improvement Program (MSTIP) transportation projects and to Metro for Metropolitan Transportation Improvement Program (MTIP) transportation projects and other matters.

Clackamas County Coordinating Committee ("C-4") is composed of all the cities and the County of Clackamas County, along with representatives of special districts and hamlet/villages. C-4 reviews and makes recommendations on land-use and transportation matters, generally to the Board of County Commissioners. C-4 meets monthly either as the full, main body or in subcommittees as Cities Subcommittee or Non-Cities Subcommittee (districts, hamlets, etc.)

Clackamas County Coordinating Committee Metro Subcommittee is a subcommittee of C-4 composed of the 10 cities located with Metro's UGB jurisdiction. The C-4 Metro Subcommittee reviews and makes recommendations to the Board of County Commissioners and to Metro for Metropolitan Transportation Improvement Program (MTIP) transportation projects and other matters.

French Prairie Forum Local Governments Work Group is an informal monthly meeting of representatives of the cities of Aurora, Canby, Donald, Hubbard, Wilsonville and Woodburn; counties of Clackamas and Marion; and the Confederated Tribes of Grand Ronde. Topics of discussion are wide ranging and include land-use, transportation and transit, governance issues,

economic development and more. This group is not a formally chartered body and makes no formal recommendations.

Occasionally, special ad-hoc inter-governmental bodies, such as the Oregon Dept. of Aviation's Aurora Airport Master Planning Committee or Metro/Washington County's Basalt Creek Transportation Study, requires a City Council appointment; however, none are pending now.

### **EXPECTED RESULTS**

The City Council will appoint representatives to the various boards and committees; following is a summary of the positions to be filled and notations about appointments:

#### **Washington County Coordinating Committee ("WCCC")**

The primary representative *must be* an elected official; alternates may be elected officials or staff.

- Representative (primary): \_\_\_\_\_
- 1<sup>st</sup> Alternate \_\_\_\_\_
- 2<sup>nd</sup> Alternate \_\_\_\_\_

#### **Clackamas County Coordinating Committee ("C-4")**

NOTE: Both the primary representative and alternates *must be* elected officials.

- Representative (primary): \_\_\_\_\_
- 1<sup>st</sup> Alternate \_\_\_\_\_
- 2<sup>nd</sup> Alternate \_\_\_\_\_

#### **Clackamas County Coordinating Committee ("C-4") Metro Subcommittee**

NOTE: Both the primary representative and alternates *must be* elected officials.

- Representative (primary): \_\_\_\_\_
- 1<sup>st</sup> Alternate \_\_\_\_\_
- 2<sup>nd</sup> Alternate \_\_\_\_\_

#### **French Prairie Forum Local Governments Work Group**

- Representative (primary): \_\_\_\_\_
- 1<sup>st</sup> Alternate \_\_\_\_\_
- 2<sup>nd</sup> Alternate \_\_\_\_\_

### **TIMELINE**

The City Council may act its leisure; however, acting in January 2013 would be optimum for codifying the City's representation to these various intergovernmental bodies for timely notice

and attendance. Mayor Knapp has acted as the City's primary representative to all of these bodies for the past four years. A change in City Council members requires at a minimum that one or more alternates be appointed.

## **OTHER BOARDS/COMMITTEES AND ORGANIZATIONS**

### **■ Entities that may appoint City Council members to a board or committee**

There are a host of other governmental boards and committees and nonprofit organizations that the City may be represented on or that City Council members and staff may sit on or attend. In some instances the City Council may make the appointment, and in others, another body makes the appointment.

For example, Mayor Knapp has been elected by representatives of 10 cities that participate in the Clackamas County Coordinating Committee Metro Subcommittee as the Alternate Representative to Metro's Joint Policy Advisory Committee on Transportation (JPACT) for all of the Metro-area "Cities of Clackamas County." Previously, Mayor Knapp had been elected by C-4 Metro Subcommittee to be the "Other Cities" Representative to Metro's Metro Policy Advisory Committee (MPAC) and Metro-area "Cities of Clackamas County" representative to the Metro Urban/Rural Reserves Steering Committee. None of these positions were City Council appointments.

In a similar fashion, Councilor Richard Goddard serves on the board in an ex-officio capacity of the Clackamas County Business Alliance (CCBA). Councilor Goddard was elected to the board at the behest of CCBA and not as a result of a City Council appointment; the City does *not* have an appointed seat to the CCBA board.

Note that CCBA differs from the Westside Economic Alliance (WEA), which does have City-appointed members whose Cities are represented on the WEA board of directors. Wilsonville is not a city named on the WEA board.

### **■ Entities that all City Council members may participate in (no appointed representative)**

#### **Clackamas Cities Association (CCA)**

This is an informal, somewhat monthly gathering of elected officials of Clackamas County—including county commissioners, city council members, state legislators and special districts board members—and staff of these various jurisdictions. A dinner meeting with a special topic or presenter is held on the third or fourth Thursday, 6:30–8:30 pm, from January thru June and September through October.

Each city in Clackamas County takes turns hosting the dinner; Wilsonville is scheduled to host on March 21, 2013. The schedule for 2013 follows:

January – Tualatin  
February – West Linn  
March – Wilsonville  
April – Canby  
May – Damascus

June – Estacada  
July & August – skip  
September – Gladstone  
October – Happy Valley  
November & December - skip



Notice to City Council members will generally come from the City Manager's Office regarding prospective attendance and meal selection about two to three weeks in advance. Wilsonville City Council members will miss the January 2013

### **Business Associations Meetings**

The City is a member of several business associations, including Clackamas County Business Alliance (CCBA), Westside Economic Alliance (WEA) and Wilsonville Chamber of Commerce. Each of these organizations has various meetings and events that City Council members, along with other association members and the general public, may attend. CCBA does not have a regular, general-interest program; however, board meetings are open for attendance.

Some of the regular meetings of potential interest include (schedules subject to change):

#### Clackamas County Business Alliance (CCBA)

- Board meeting: 2nd Wednesday, 7:30 – 9:00 a.m., at Oregon Golf Club, West Linn

#### Wilsonville Chamber of Commerce:

- Wilsonville Chamber Monthly Breakfast (called "South Metro Leadership Forum"): 2nd Tuesday, 7:30 am – 9:00 am, at McMenamins Old Church Pub
- Government Affairs Committee: 1st Wednesday, 12:00 – 1:00/1:30 pm, at Wilsonville Chamber office.

#### Westside Economic Alliance (WEA)

- Monthly Breakfast Forum, 4th Thursday, 7:30 – 9:00 am, at Embassy Suites Hotel, Tigard.

Attached to this report is a "Summary of Regular Meetings Held by Key Regional Leadership Bodies in the Portland Metro Area" and who attends on a regular basis from the City. Due to Wilsonville's location—in two counties, within the Metro UGB and at the foot of the North Willamette Valley—and interest in land-use and transportation issues, the City is involved in a host of intergovernmental organizations and business associations.

### **CURRENT YEAR BUDGET IMPACTS - NONE.**

### **COMMUNITY INVOLVEMENT PROCESS**

None is required. As the elected representatives of the residents of Wilsonville, the City Council has the authority and is expected to appoint members to the various boards and committees.

### **CITY MANAGER COMMENT**

#### **ATTACHMENT:**

#### **Summary of Regular Meetings Held by Key Regional Leadership Bodies**

**King, Sandy**

---

**From:** Ottenad, Mark  
**Sent:** Friday, November 30, 2012 9:46 AM  
**To:** Cosgrove, Bryan; Kohlhoff, Mike; King, Sandy  
**Cc:** Kraushaar, Nancy; Neamtzu, Chris; Lashbrook, Stephan; Mangle, Katie  
**Subject:** Council: Inter-Gov & Other Bodies Relationships?  
**Attachments:** Sum Reg Mtgs Key Regional Leadership Bodies 08\_2012.doc

At some point I would really like to present to Council ALL of the various inter-gov'tal and other bodies (CCBA, WEA, etc) that City relates to, their roles, and our City reps to these bodies. This could easily be a one hour event – just to explain the roles and relationships of these bodies and respond to questions.

It feels like we are often hitting on half our cylinders by not being as coordinated as we could be, esp in terms of our electeds' participation and understanding of how these things work.

This issue is even more important now with new CC and new liaisons that need to be appointed. So, the attached list could be expanded in part to include our City boards and commissions liaisons.

Thank you.

- Mark

Mark C. Ottenad  
Public/Government Affairs Director  
City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville, OR 97070  
General: 503-682-1011  
Direct: 503-570-1505  
Fax: 503-682-1015  
Email: [ottenad@ci.wilsonville.or.us](mailto:ottenad@ci.wilsonville.or.us)  
Web: [www.ci.wilsonville.or.us](http://www.ci.wilsonville.or.us)

DISCLOSURE NOTICE: Messages to and from this E-mail address may be subject to the Oregon Public Records Law.

## Summary of Regular Meetings Held by Key Regional Leadership Bodies in the Portland Metro Area

Compiled by Mark Ottenad, Public/Government Affairs Director, City of Wilsonville, Updated 12/2012.

All meetings are monthly unless otherwise noted; schedules are subject to change.

“Standing” indicates a leadership body usually with defined members that meets regularly; “special” or “ad-hoc” indicates leadership body that is constituted only for a special purpose and/or meets only periodically.

### Standing meetings of elected officials and appointed representatives

Meeting Date/Time	Leadership Body	Location	Representative
1 <sup>st</sup> or 2 <sup>nd</sup> Monday 12:00 – 1:30 pm	<b>WCCC: Washington County Coordinating Committee</b>	Beaverton Library	Mayor Knapp, rep.; Councilor Núñez, alt; Mark Ottenad, alt.
1 <sup>st</sup> Thursday 7:30 – 9:00 a.m.	<b>C-4 (Clackamas County Coordinating Committee) Metro Subcommittee</b>	Lake Oswego City Hall	Mayor Knapp rep.; Councilor Núñez, alt; Mark Ottenad, Nancy Kraushaar (attend)
1 <sup>st</sup> Thursday 6:45 – 8:45 pm	<b>C-4: Clackamas County Coordinating Committee: Main body or Cities Subcom.</b>	Clackamas County Development Srvc Bldg, Oregon City	Mayor Knapp, rep.; Councilor Núñez, alt; Mark Ottenad (attend)
2 <sup>nd</sup> Wednesday 5:00 – 7:00 pm	<b>MPAC: Metro Policy Advisory Committee (Metro)</b>	Metro Council Chambers, Portland	Mark Ottenad; Stephan Lashbrook (attend)
2 <sup>nd</sup> Thursday 7:30 – 9:30 am	<b>JPACT: Joint Policy Advisory Committee on Transportation (Metro)</b>	Metro Council Chambers, Portland	Mayor Knapp, Clackamas County Cities Alternate; Mark Ottenad (attend)
3 <sup>rd</sup> Wednesday 2:00 – 4:00 pm	<b>French Prairie Forum Local Governments Work Group</b>	OSU North Willamette Research & Extension Center	Mayor Knapp, Mark Ottenad, Stephan Lashbrook
3 <sup>rd</sup> or 4 <sup>th</sup> Thursday 6:30 – 8:30 pm Dinner	<b>Clackamas County Cities Assn.</b>	Varies by hosting city	Mayor Knapp, Councilors, Bryan Cosgrove, Mark Ottenad, other staff
4 <sup>th</sup> Wednesday 5:00 – 7:00 pm	<b>MPAC: Metro Policy Advisory Committee (Metro)</b>	Metro Council Chambers, Portland	Mark Ottenad (attend)

### Special/ad-hoc meetings of elected officials and appointed representatives

Meeting Date/Time	Leadership Body	Location	Representative
August annual conf.; periodic meetings	<b>Oregon Mayors Assn. (OMA)</b>	Varies	Mayor Knapp
End of September annual conf; periodic meetings	<b>League of Oregon Cities (LOC)</b>	Varies	Mayor Knapp, Council, staff

## Other non-governmental organization (NGO) standing meetings of note

Meeting Date	Leadership Body	Location	Representative
1 <sup>st</sup> Tuesday 3:00 – 5:00 pm	<b>Clackamas County Business Alliance Land-Use Com.</b>	CCBA office, Lake Oswego	Mark Ottenad
1 <sup>st</sup> Wednesday 12:00 – 1:00 pm	<b>Wilsonville Chamber Government Affairs Com.</b>	Wilsonville chamber office	Mayor Knapp, Councilors, Mark Ottenad, other staff
<i>Quarterly:</i> 1 <sup>st</sup> Wednesday 7:00 – 8:30 pm	<b>Regional Water Providers Consortium</b>	Metro Council Chambers, Portland	Delora Kerber
2 <sup>nd</sup> Tuesday 7:30 am – 9:00 am	<b>Wilsonville Chamber Monthly Breakfast</b> (nka South Metro Leadership Forum)	McMenamins Old Church Pub, Wilsonville	Mayor Knapp, Councilors, Bryan Cosgrove, others
2 <sup>nd</sup> Tuesday 12:00 – 1:30 pm	<b>Greater Portland, Inc.: Economic Development Professionals Roundtable</b>	PAC West Bldg 1211 SW 5th Avenue, Key Bank offices, 3rd floor	Mark Ottenad, rep Kristin Retherford, alt Stephan Lashbrook, alt
2 <sup>nd</sup> Wednesday 7:30 – 9:00 a.m.	<b>Clackamas County Business Alliance (CCBA) Board</b>	Oregon Golf Club, West Linn	Councilor Goddard, City Council members, staff
2 <sup>nd</sup> Friday 10:00 – 11:30 a.m.	<b>Wilsonville Chamber City/Chamber Leadership</b>	Wilsonville chamber office	Mayor Knapp, Councilor Núñez, other councilors, Bryan Cosgrove
3 <sup>rd</sup> Wednesday 12:00 – 1:30 pm	<b>Westside Economic Alliance Land-use and Housing Com.</b>	WRG Design, Portland	Mark Ottenad
4 <sup>th</sup> Thursday 7:30 – 9:00 am	<b>Westside Economic Alliance Monthly Breakfast Forum</b>	Embassy Suites Hotel, Tigard	Mayor Knapp, Mark Ottenad
4 <sup>th</sup> Thursday 8:30 – 10:00 am	<b>PAAM – Positive Aurora Airport Management</b>	Willamette Aviation, Aurora Airport	Mark Ottenad (irregular attendance)

## Standing meetings of regional/local government staff

Meeting Date/Time	Leadership Body	Location	Representative
1 <sup>st</sup> Monday 2:00 – 3:00 pm	<b>Clackamas County/City Managers Meeting</b>	Clackamas County Public Services Bldg, Oregon City	Bryan Cosgrove, Jeanna Troha
1 <sup>st</sup> Wednesday 9:30 – 11:30 am	<b>MTAC: Metro Technical Advisory Committee (Metro)</b>	Metro, Portland	Katie Mangle, Chris Neamtzu, planning staff
1 <sup>st</sup> Thursday 8:00 – 11:00 am	<b>Washington County Planning Directors Meeting</b>	Beaverton Library	Chris Neamtzu, other planning staff
<i>Varies:</i> 1 <sup>st</sup> , 2 <sup>nd</sup> , 3 <sup>rd</sup> , 4 <sup>th</sup> Fridays, 7:30 – 9:00 am	<b>TMAC: Transportation Management Advisory Com.</b>	Tri-Met, Portland	Mark Ottenad, Stephan Lashbrook
2 <sup>nd</sup> Wednesday 3:00 – 5:00pm	<b>Regional Travel Options (RTO) Subcommittee of TPAC (Metro)</b>	Metro, Portland	Jen Massa Smith, SMART staff
2 <sup>nd</sup> Friday 12:00 – 1:30 pm	<b>Metro Area Regional Governments Lobby meeting</b>	Metro, Portland	Mark Ottenad, Greg Leo

Meeting Date/Time	Leadership Body	Location	Representative
3 <sup>rd</sup> Wednesday 9:30 – 11:30 am	<b>MTAC: Metro Technical Advisory Committee (Metro)</b>	Metro Room 370, Portland	Katie Mangle, Chris Neamtzu, planning staff
3 <sup>rd</sup> Thursday 1:30 – 3:00 pm	<b>WCCC TAC: Washington County Coordinating Com. Technical Advisory Com.</b>	Beaverton Library	Nancy Kraushaar, Steve Adams
4 <sup>th</sup> Wednesday 2:00 – 4:00 pm	<b>Washington County/City Managers Meeting</b>	Washington County Public Services Bldg, Hillsboro	Bryan Cosgrove, Jeanna Troha
4 <sup>th</sup> Tuesday 3:30 – 5:00 pm	<b>CTAC: Clackamas Transportation Advisory Com</b>	Clackamas County Dev Srvcs Bldg, Oregon City	Kristin Retherford, Mark Ottenad
4 <sup>th</sup> Friday 9:30 – 11:30 am	<b>TPAC: Transportation Policy Alternatives Com. (Metro)</b>	Metro, Portland	Nancy Kraushaar (Clack Cty Cities rep), Mark Ottenad, Stephan Lashbrook

## Periodic or project-related meeting (current):

### Government Meetings

- **Oregon Transportation Commission (OTC)** meetings
- **ODOT Region 1** (Portland metro region); **ODOT Region 2** (Salem metro region) meetings
- **Land Conservation and Development Commission (LCDC)** meetings
- **Clackamas or Washington County land-use hearings**
- **Oregon Legislative Assembly** committee meetings (when legislature in session)

### Non-governmental Organization (NGO) Meetings

- **League of Oregon Cities (LOC)** legislative committee meetings and Annual Conference
- **Oregon Economic Development Assn. (OEDA)** quarterly meetings/trainings and annual conference
- **Greater Portland Inc (GPI)** annual conference and periodic special meetings/trainings

## Periodic or project-related meetings of prior years:

### Government Meetings

- **Economic Development Advisory Committee (City):** Limited-duration (March–July 2012) task force to advise on Economic Development Strategy
- **Regional Freight & Goods Movement Task Force (Metro):** Mark Ottenad attended monthly meetings for four years; task force now suspended

### Regional Meetings

- **Aurora State Airport Master Plan Planning Advisory Com. (PAC):** Former Councilor Steve Hurst was rep.; Mark Ottenad attend and alternate
- **I-5/99W Connector Policy Steering Committee and Project Management Committee** (ODOT, Metro, Washington County, FHWA, cities of Tualatin, Sherwood and Wilsonville)
- **Metro Urban and Rural Reserves Steering Committee** and technical advisory committee

## **Acronym Soup: Regional Intergovernmental Boards & Committees**

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### **Clackamas County**

**C-4 Clackamas County Coordinating Committee**  
*Composed of elected officials from county, cities, districts and hamlets and villages to advise Board of Commissioners and others.*

- Cities Subcommittee (all 17 incorporated cities)
- Non-Cities Subcommittee (special districts and hamlets/villages)
- Metro Subcommittee (10 incorporated cities within Metro boundary)

**CTAC Clackamas Transportation Advisory Committee**  
*Composed of staff of county and cities to review and advise on technical transportation policies and projects.*

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### **Washington County**

**WCCC Washington County Coordinating Committee**  
*Composed of elected officials and staff from county and cities (voting), and Port of Portland and Tri-Met (ex-officio) to advise Board of Commissioners and others.*

**WCCC Washington County Coordinating Committee Technical Advisory  
TAC Committee**  
*Composed of staff of county and cities to review and advise on technical transportation policies and projects.*

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**Metro (Metropolitan Service District, federal- and state-designated  
Metropolitan Planning Organization for Portland region)**

**JPACT Joint Policy Advisory Committee on Transportation**  
*17-member committee of elected officials and staff of agencies that makes transportation policy and project recommendations to the Metro Council.*

**TPAC Transportation Policy Alternatives Committee**  
*Technical committee that supports JPACT with input on transportation planning priorities and financing alternatives*

**MPAC Metro Policy Advisory Committee**  
*28-member, charter-mandated committee of local government representatives and citizens that makes recommendations on land-use policies to the Metro Council.*

**MTAC Metro Technical Advisory Committee**  
*37-member committee of planners, citizens and business representatives that provide detailed technical support to MPAC*

*Rec'd 1/7/13  
Ack.*

## Helping Companies Expand and Relocate to Greater Portland

Wilsonville City Council

1/7/13

Colin Sears  
Vice President of Business Development



## Who Are We?

**Greater Portland Inc.** is the region's public-private economic development partnership.

We represent the Portland Metropolitan Statistical Area including Clackamas, Columbia, Multnomah, Washington, and Yamhill Counties in Oregon and Clark and Skamania Counties in Washington.



Greater Portland Inc. is a 501(c)(3) non-profit corporation. For more information, visit us at [www.greaterportland.org](http://www.greaterportland.org)



## New Realities

**Fact 1: Economic development is a global competition.**

90% of top 200 fastest-growing metro economies were outside North America & Western Europe

**Fact 2: Traded-Sector Jobs Grows Economy Faster**

Traded sector jobs have a 2.5x return on investment, creating 2.5 local jobs for every 1 traded sector job.

**Fact 3: Metros are Convening Regionally in Public/Private Partnerships Across the U.S.**

Metros like Austin, Denver, Charlotte, Pittsburgh and others have joined together regionally across sectors for 20+ years.



## Greater Portland Inc—Work Plan



## Economic Development Work Plan

**Objective:**

Position the Greater Portland region as a global center for high-quality economic growth.

Three key aspects to comprise this action-oriented plan:



Business Development



Marketing & Branding



Regional Strategy & Coordination



## Business Development

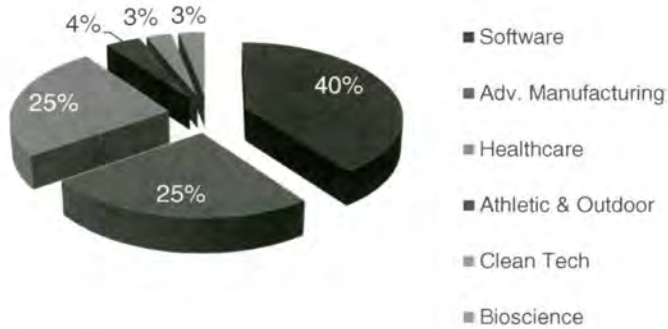
Retention, expansion and targeted recruitment of businesses from the region's four target clusters:

- Athletic and outdoor apparel and gear
- High-tech/software
- Advanced manufacturing
- Clean technology



## Business Development Pipeline: Projects by Industry

Percentage of Projects by Industry



## Business Development

### Project Pipeline Highlights:

- Magnum
- Catalyst RX
- Salesforce.com

### RETENTION & EXPANSION

*Magnum (Hi-Tec Sports USA):* Portland based athletic & outdoor firm relocating division with **10 jobs** to region

### RECRUITMENT

*Catalyst RX:* Healthcare, potential for up to **300 jobs** in region.

*SalesForce.com:* Software, Portland region selected, **500+ jobs** in region



## Marketing & Branding

Using real-life regional business leaders to demonstrate the case:

Why do business in Greater Portland?

Marketing supports business development using the power of storytelling with...



Photo: [unreadable]



Photo: [unreadable]

Think it. Make it. Ship it.

...the "Faces of Business" marketing campaign.



## Marketing & Branding Coordinated with Business Development



- **Web:** Complete site redesign. Targeted to site selectors and businesses looking to expand and grow. Launched in September.
- **Faces of Business Marketing and PR Campaign:** Launched in September, coordinating with business development trips
- **Advertising:** Full page ad "Faces" ad in October's Alaska Airlines in-flight magazine focused on Portland and economic development, including article on Greater Portland Export Initiative.



## Regional Strategy & Coordination

GPI serves as the region's convener, coordinating shared economic development priorities and building a focused and aligned strategy to drive job creation and economic prosperity.



## Export Initiative Strategies

1. Leverage Primary Exporters
2. Catalyze Under Exporters
3. Build Export Pipeline
4. Brand and Market Global Edge



Why Exports?

**21** → **42**

**5**

**Goal:** double exports in the next five years to \$42 billion by 2017



Why Exports?

**JOBS**

**&**

\$1 billion in exports = 5,400 jobs

\$42 billion in exports = 113,400 new jobs

**REVENUE**



**Thank you**

[greaterportlandinc.com](http://greaterportlandinc.com)



**King, Sandy**

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**From:** Stevens, Susie  
**Sent:** Monday, January 07, 2013 2:14 PM  
**To:** Mayor Tim Knapp  
**Subject:** boards and comm.

Tim,  
In order to help move things along, I am sending you my thoughts on the boards and commissions openings even though I am not yet on the Council. I hope this is appropriate.

After talking with all the citizens who have shown an interest in serving on a board, committee, or commission, I first want to say how impressed I am with their dedication, willingness to volunteer, and breadth of experience. It makes the decision-making challenging since there are more applicants than positions open. That being said, choices have to be made and I am basing my recommendations on what I learned from each.

The Planning Commission, with only one slot open and so many good applicants, is the most difficult decision. If I had to select one from the list I would choose Phyllis Straight-Millan. However, I think the following people would also be excellent choices now or perhaps in the future if a position opens: Simon Springall, Paul Bunn, or Andrew Karr.

The Budget Committee, with only two openings, is almost as challenging as Planning. I was pleased to hear about the depth of financial knowledge of several of the applicants, which is so beneficial in budget creation. If I had to select only two, I would go with Glenn Ohi and Jerri Bohard. Two other applicants who would be good choices and who have financial backgrounds are Donald Overturf and Bryan Smith.

During our talks, it was good to hear that many of the applicants would be happy to serve Wilsonville in just about any capacity. With 7 openings on the DRB panels, I came up with the following seven for the DRB open positions: Aaron Woods, Andrew Karr (if not on Planning), Gerald Greenfield, Mary Bower, Jhuma C., Simon Springall (if not on Planning), and Alan Johnson. Also Ken Ruud said he would be interested in being on either DRB or Parks and Rec. and I was impressed with his background and his comments about Wilsonville during our talk. In addition, I think David Stead would be a good choice if a position opens in the future.

And finally, with enough volunteers to make up a full seven member Parks and Rec Board, and after talking with all the applicants about their interests and strengths, I recommend the following for the four openings: Ken Ruud (see above comment), Kate Johnson, Elaine Swyt, and Mary Closson, and again, with David Stead filling in any open positions depending upon the final appointments.

I hope this helps, even if it's a little early. Thank you for asking the city staff to arrange for these meetings. It was great to sit in and meet the people who are willing to 'roll up their sleeves' for Wilsonville.  
Susie



## **CITY COUNCIL MEETING STAFF REPORT**

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Resolution No. 2392  
Oregon Public Works Response Cooperative Assistance Agreement

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Meeting Date: January 7, 2012  
Report Date: December 18, 2012  
Source of Item: Public Works/Emergency Management

Contact: Delora Kerber  
Contact Telephone Number: 503-570-1542  
Contact E-Mail: kerber@ci.wilsonville.or.us

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### **ISSUE STATEMENT**

The Oregon Public Works Emergency Response Cooperative Assistance Agreement is an arrangement between government agencies (local, county, or state) that have executed the Agreement, to either request for or respond with personnel, equipment or materials if confronted with an emergency situation.

### **BACKGROUND**

The Oregon Department of Transportation (ODOT) with input from other Participants developed the Oregon Public Works Emergency Response Cooperative Assistance Agreement to formalize the exchange of services and goods between government agencies within the State of Oregon.

Participation in this Agreement is purely voluntary and at the sole discretion of each Participant. The execution of the Agreement by a Participant binds that Participant to all other Participants who have executed an identical Cooperative Assistance Agreement in counterparts. It is in the best interest of all the Participants to provide each other equipment, supplies and/or personnel in support of emergency response/recovery efforts.

The Agreement will remain in effect for five (5) years after the date that the City of Wilsonville executes this Agreement or this Agreement can be terminated anytime by providing written termination notification within 30 days prior to termination to all other Participants on the Master List.

Other Participants in the Agreement include: State Departments - Agriculture, Transportation and Parks & Recreation; 33 counties, 181 cities and other assorted agencies.

### **RELATED POLICIES**

City Council approved Resolution 1959, "Wilsonville State of Emergency Resolution", which provides authority to declare a state of emergency and impose emergency measures and Resolution 1961 adopting the concepts, authorities and policies in the new Emergency Management Plan on October 3, 2005. Both of these documents acknowledge the beneficial use of mutual aid agreements to provide needed equipment, supplies and/or personnel in support of emergency response/recovery efforts.

On September 17, 2005, City Council approved Resolution 2078, the previous version of the Oregon Public Works Emergency Response Cooperative Assistance Agreement that was valid from January 2008 through January 2013.

### **BUDGET CONSIDERATIONS**

There is no cost for the implementation of the Oregon Public Works Emergency Response Cooperative Assistance Agreement. If resources are requested and provided by a Responder then the City would reimburse the Responder for labor, materials, and/or equipment at usual and customary rates.

### **FINANCIAL REVIEW COMMENTS:**

Reviewed by: JEO Date: 12/19/12

This resolution doesn't have a financial impact on the City.

### **COUNCIL OPTIONS**

- 1) Council adopts the Resolution
- 2) Council rejects the Resolution and terminates the City's participation in the Oregon Public Works Emergency Response Cooperative Assistance Agreement.

### **STAFF'S RECOMMENDATION**

Staff recommends that the City Council approves the adoption of the Oregon Public Works Emergency Response Cooperative Assistance Agreement.

### **SUGGESTED MOTION**

I motion to approve Resolution 2392– A Resolution of the City of Wilsonville adopting the Oregon Public Works Emergency Response Cooperative Assistance Agreement.

### **ATTACHMENTS**

Resolution No. 2392

## RESOLUTION NO. 2392

### **A RESOLUTION OF THE CITY OF WILSONVILLE ADOPTING THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND OTHER GOVERNMENTAL AGENCIES WHO ARE MEMBERS OF THE OREGON PUBLIC WORKS EMERGENCY RESPONSE COOPERATIVE ASSISTANCE AGREEMENT**

WHEREAS, City of Wilsonville is responsible for the preparation and mitigation of, and response and recover from emergencies or disasters that could potentially impact the City; and

WHEREAS, on October 3, 2005, the City Council of the City of Wilsonville passed Resolution 1959, "Wilsonville State of Emergency Resolution", which provides authority to declare a state of emergency and impose emergency measures; and

WHEREAS, such emergency measures include, but are not limited to implementing mutual aid agreements; and

WHEREAS, on October 3, 2005, the City Council of the City of Wilsonville passed Resolution 1961 adopting the Emergency Management Plan outlining concepts, authorities & policies; and

WHEREAS, the Emergency Management Plan supports the use of mutual aid agreements; and

WHEREAS, on September 17, 2007, the City Council adopted an "Oregon Public Works Emergency Response Cooperative Agreement" pursuant to Resolution No. 2078 and that agreement expires on January 8, 2013; and

WHEREAS, it is in the best interest of the City of Wilsonville and other governmental agencies who are members of the Oregon Public Works Emergency Response Cooperative Assistance Agreement to provide each other equipment, supplies and/or personnel in support of emergency and disaster response/recovery efforts; and

WHEREAS, the parties have authority to enter into this Agreement pursuant to ORS 401.088 and ORS 401-305;

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

Section 1. The City Council hereby adopts the "Oregon Public Works Response Cooperative Assistance Agreement" attached to this Resolution as Exhibit A and incorporated by this reference, and directs the City Manager or her designee to execute same.

Section 2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7<sup>th</sup> day of January, 2013, and filed with the Wilsonville City Recorder this date.

---

TIM KNAPP, Mayor

ATTEST:

---

Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp

Councilor Goddard

Councilor Starr

Councilor Fitzgerald

Councilor Stevens

Attachment:

Exhibit A – Oregon Public Works Emergency Response Cooperative Assistance Agreement

OREGON PUBLIC WORKS EMERGENCY RESPONSE  
COOPERATIVE ASSISTANCE AGREEMENT

THIS AGREEMENT is between the government agencies (local, county, or state) that have executed the Agreement, as indicated by the signatures at the end of this document.

WITNESSETH:

WHEREAS, parties to this agreement are responsible for the construction and maintenance of public facilities such as street, road, highway, sewer, water, and related systems during routine and emergency conditions; and

WHEREAS, each of the parties owns and maintains equipment, and employs personnel who are trained to provide service in the construction and maintenance of street, road, highway, sewer, water, and related systems and other support;

WHEREAS, in the event of a major emergency or disaster as defined in ORS 40 1.025 (5), the parties who have executed this Agreement may need assistance to provide supplemental personnel, equipment, or other support; and

WHEREAS, the parties have the necessary personnel and equipment to provide such services in the event of an emergency; and

WHEREAS, it is necessary and desirable that this Agreement be executed for the exchange of mutual assistance, with the intent to supplement not supplant agency personnel;

WHEREAS, an Agreement would help provide documentation needed to seek the maximum reimbursement possible from appropriate federal agencies during emergencies;

WHEREAS, ORS Chapter 402.010 provides for Cooperative Assistance Agreement among public and private agencies for reciprocal emergency aid and resources; and

WHEREAS, ORS Chapter 190 provides for intergovernmental agreements and the apportionment among the parties of the responsibility for providing funds to pay for expenses incurred in the performance of the agreed upon functions or activities;

NOW THEREFORE, the parties agree as follows:

### 1. Request

If confronted with an emergency situation requiring personnel, equipment or material not available to it, the requesting party (Requestor) may request assistance from any of the other parties who have executed this Agreement.

### 2. Response

Upon receipt of such request, the party receiving the request (Responder) shall immediately take the following action:

- A. Determine whether it has the personnel, equipment, or material available to respond to the request.
- B. Determine what available personnel and equipment should be dispatched and/or what material should be supplied.
- C. Dispatch available and appropriate personnel and equipment to the location designated by the Requestor.
- D. Provide appropriate access to the available material.
- E. Advise the Requestor immediately in the event all or some of the requested personnel, equipment, or material is not available.

NOTE: It is understood that the integrity of dedicated funds needs to be protected. Therefore, agencies funded with road funds are limited to providing services for road activities, sewer funds are limited to providing services for sewer activities and so on.

### 3. Incident Commander

The Incident Commander of the emergency shall be designated by the Requestor, and shall be in overall command of the operations under whom the personnel and equipment of the Responder shall serve. The personnel and equipment of the Responder shall be under the immediate control of a supervisor of the Responder. If the Incident Commander specifically requests a supervisor of the Responder to assume command, the Incident Commander shall not, by relinquishing command, relieve the Requestor of responsibility for the incident.

#### 4. Documentation

Documentation of hours worked, and equipment or materials used or provided will be maintained on a shift by shift basis by the Responder, and provided to the Requestor as needed.

#### 5. Release of Personnel and Equipment

All personnel, equipment, and unused material provided under this Agreement shall be returned to the Responder upon release by the Requestor, or on demand by the Responder.

#### 6. Compensation

It is hereby understood that the Responder will be reimbursed (e.g. labor, equipment, materials and other related expenses as applicable, including loss or damage to equipment) at its adopted usual and customary rates. Compensation may include:

- A. Compensation for workers at the Responder's current pay structure, including call back, overtime, and benefits.
- B. Compensation for equipment at Responder's established rental rate.
- C. Compensation for materials, at Responder's cost. Materials may be replaced at Requestor's discretion in lieu of cash payment upon approval by the Responder for such replacement.
- D. Without prejudice to a Responder's right to indemnification under Section 7.A. herein, compensation for damages to equipment occurring during the emergency incident shall be paid by the Requestor, subject to the following limitations:
  - 1) Maximum liability shall not exceed the cost of repair or cost of replacement, whichever is less.
  - 2) No compensation will be paid for equipment damage or loss attributable to natural disasters or acts of God not related to the emergency incident.
  - 3) To the extent of any payment under this section, Requestor will have the right of subrogation for all claims against parties other than parties to this agreement who may be responsible in whole or in part for damage to the equipment.

- 4) Requestor shall not be liable for damage caused by the neglect of the Responder's operators.

Within 30 days after presentation of bills by Responder entitled to compensation under this section, Requestor will either pay or make mutually acceptable arrangements for payment.

#### 7. Indemnification

This provision applies to all parties only when a Requestor requests and a Responder provides personnel, equipment, or material under the terms of this Agreement. A Responder's act of withdrawing personnel, equipment, or material provided is not considered a party's activity under this Agreement for purposes of this provision.

To the extent permitted by Article XI of the Oregon Constitution and by the Oregon Tort Claims Act, each party shall indemnify, within the limits of the Tort Claims Act, the other parties against liability for damage to life or property arising from the indemnifying party's own activities under this Agreement, provided that a party will not be required to indemnify another party for any such liability arising out of the wrongful acts of employees or agents of that other party.

#### 8. Workers Compensation Withholdings and Employer Liability

Each party shall remain fully responsible as employer for all taxes, assessments, fees, premiums, wages, withholdings, workers compensation and other direct and indirect compensation, benefits, and related obligations with respect to its own employees. Likewise, each party shall insure, self-insure, or both, its own employees as required by Oregon Revised Statutes.

#### 9. Pre-Incident Plans

The parties may develop pre-incident plans for the type and locations of problem areas where emergency assistance may be needed, the types of personnel and equipment to be dispatched, and the training to be conducted to ensure efficient operations. Such plans shall take into consideration the proper protection by the Responder of its own geographical area.

#### 10. The Agreement

- A. It is understood that all parties may not execute this Agreement at the same time. It is the intention of the parties that any governmental entity in the State of Oregon may enter into this Agreement and that all parties who execute this Agreement will be



considered to be equal parties to the Agreement. The individual parties to this Agreement may be "Requestor" or "Responder's" as referred to in Section 1. and 2. above, to all others who have entered this Agreement.

- B. The Oregon Department of Transportation (ODOT) Office of Maintenance shall maintain the master copy of this Agreement, including a list of all those governmental entities that have executed this Cooperative Assistance Agreement. ODOT will make the list of participants available to any entity that has signed the Agreement. Whenever an entity executes the agreement, ODOT shall notify all others who have executed the Agreement of the new participant. Except as specifically provided in this paragraph, ODOT has no obligations to give notice nor does it have any other or additional obligations than any other party.
- C. This Agreement shall be effective upon approval by two or more parties and shall remain in effect as to a specific party for five years after the date that party executes this Agreement unless sooner terminated as provided in this paragraph. Any party may terminate its participation in this Agreement prior to expiration as follows:
  - 1) Written notice of intent to terminate this Agreement must be given to all other parties on the master list of parties at least 30 days prior to termination date. This notice shall automatically terminate the Agreement as to the terminating party on the date set out in the notice unless rescinded by that party in writing prior to that date.
  - 2) Termination will not affect a party's obligations for payment arising prior to the termination of this Agreement.

#### 11. Non-exclusive

This Agreement is not intended to be exclusive among the parties. Any party may enter into separate cooperative assistance or mutual aid agreements with any other entity. No such separate Agreement shall terminate any responsibility under this Agreement.

#### 12. Parties to This Agreement

Participants in this Agreement are indicated on the following pages, one party per page.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

STATE OF OREGON  
DEPARTMENT OF TRANSPORTATION



November 27, 2012

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Luci Moore  
Statewide Maintenance Engineer

Date

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Public Works Cooperative Assistance to be executed by duly authorized representatives as of the date of their signatures.

\_\_\_\_\_  
Agency

\_\_\_\_\_  
County, Oregon

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

**Designated Primary Contact:**

Office:

Contact:

Phone Number:

\_\_\_\_\_

**Emergency 24 Hour Phone Number:**

**Fax Number:**

\_\_\_\_\_

**E-mail address (if available):**

\_\_\_\_\_


**CITY COUNCIL MEETING  
 STAFF REPORT**

<b>Meeting Date:</b> January 7, 2013		<b>Subject: Resolution No. 2393</b> Oregon Department of Energy (ODOE) Alternative Fuel Vehicle Infrastructure Funding <b>Staff Members:</b> Stephan Lashbrook  <b>Department: SMART</b>	
<b>Action Required</b>		<b>Advisory Board/Commission Recommendation</b>	
<input 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 checked="" 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> In order for ODOE to process the City's application for reimbursement, the application must be authorized by the City Council.	
<b>Staff Recommendation:</b> Staff recommends that Council adopt the accompanying Resolution to authorize the staff to file an application with ODOE.			
<b>Recommended Language for Motion:</b> Move to approve Resolution No. 2393.			
<b>PROJECT / ISSUE RELATES TO:</b>			
<input type="checkbox"/> Council Goal:		<input type="checkbox"/>	

**ISSUE BEFORE COUNCIL:**

Council action on Resolution No. 2393 is needed to authorize staff to file an application with the Oregon Department of Energy (ODOE) for reimbursement of expenses incurred in the construction of a compressed natural gas (CNG) fueling facility at the new SMART facility on Boberg Road.

**EXECUTIVE SUMMARY:**

SMART has a small but growing number of vehicles that operate on compressed natural gas. In order to fuel these vehicles at SMART’s new facility on Boberg Road, the City is constructing a new fueling station at that location.

The Oregon Department of Energy operates a program to reimburse local governments for a portion of the costs of alternative fuel infrastructure, including CNG facilities. Applications to ODOE through this program require written authorization by the City Council. Hence, the attached Resolution has been prepared for City Council consideration.

**EXPECTED RESULTS:**

If successful, this application to the State will bring revenue to the City of Wilsonville. The maximum amount that can be anticipated is \$56,000.

**TIMELINE:**

Time is of the essence in seeking funding through ODOE’s Alternative Fuel Vehicle Infrastructure program. This is because funding through this program is competitive and will be distributed on a “first come, first served” basis. If the City is to be successful with this application, it must file the necessary paperwork with ODOE promptly.

**CURRENT YEAR BUDGET IMPACTS:**

If successful, this reimbursement will bring revenue to the City of Wilsonville in the current budget year.

**FINANCIAL REVIEW / COMMENTS:**

Reviewed by:    JEO    Date:    1/2/13   

Approved.

**LEGAL REVIEW / COMMENT:**

Reviewed by:    MEK    Date:    1/2/13   

Approved as to form.

**COMMUNITY INVOLVEMENT PROCESS:**

Not applicable.

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

Potential benefit to the community is in the form of State revenue coming to Wilsonville for a

project that is already under construction.

**ALTERNATIVES:**

The City Council has two alternatives:

- 1) Approve the Resolution and authorize staff to proceed; or
- 2) Reject the Resolution and choose not to seek this reimbursement.

**CITY MANAGER COMMENT:**

**ATTACHMENTS**

- A. Resolution No. 2393
- B. Application to ODOE through its Alternative Fuel Vehicle Infrastructure program

**RESOLUTION NO. 2393**

**A RESOLUTION OF THE WILSONVILLE CITY COUNCIL, AUTHORIZING STAFF TO MAKE APPLICATION FOR FUNDING THROUGH THE OREGON DEPARTMENT OF ENERGY ALTERNATIVE FUEL VEHICLE INFRASTRUCTURE PROGRAM**

**WHEREAS**, the Oregon Department of Energy (ODOE) operates an Alternative Fuel Vehicle Infrastructure program, through which ODOE reimburses local governments and private parties for a portion of the expenses incurred in constructing the necessary infrastructure for alternative fuels; and

**WHEREAS**, the City of Wilsonville is in the process of constructing a compressed natural gas (CNG) fueling station at the new South Metro Area Regional Transit (SMART) facility on Boberg Road, to fuel SMART buses and other City equipment; and

**WHEREAS**, ODOE rules specify that applications from local governments under the Alternative Fuel Vehicle Infrastructure program require written authorization from the entity's governing body, and

**WHEREAS**, City staff has prepared an application to ODOE requesting preliminary approval for reimbursement of up to \$56,000 for the costs of the new CNG equipment.

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

1. The City Council hereby authorizes City staff to file an application with the Oregon Department of Energy through the Alternative Fuel Vehicle Infrastructure program for reimbursement of any portion of the City's costs in constructing a new CNG fueling station.
2. This Resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting on January 7, 2013, 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, MMC

**SUMMARY OF VOTES:**

Mayor Knapp - \_\_\_\_

Councilor Goddard - \_\_\_\_

Councilor Starr - \_\_\_\_

Councilor Fitzgerald - \_\_\_\_

Councilor Stevens - \_\_\_\_

Attachment: Energy Incentives Program Application for preliminary Certification Alternative Fuel Vehicle Infrastructure





**Energy Incentives Program Application for Preliminary Certification**

**Alternative Fuel Vehicle Infrastructure**

For Office Use Only	
<u>Application #:</u>	<u>Date Received:</u>
<u>PCA:</u> 30402	

1. <u>Applicant Information</u>		
Applicant Name (legal owner): SMART -- City of Wilsonville		
Business Name, if different:		
Federal Tax ID (REQUIRED): 93-0580494	SSN:	
Mailing Address: 29799 SW Town Center Loop E		
City: Wilsonville	State: Oregon	Zip: 97070
Phone: (503) 570-1576	Email: lashbrook@ridesmart.com	
Type of Sector: <input type="checkbox"/> Nonprofit <input checked="" type="checkbox"/> Government <input type="checkbox"/> Private		
SIC or NAICS Code: SIC #: _____ NAICS #: _____		
Business Form: <input type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership/LLP/Joint Venture/Association <input type="checkbox"/> Sole Proprietor		
Please attach the requested information to this application:		
(A) If the applicant is a corporation or limited liability company, the application must include the name of the corporation or LLC and its parent corporations, members and any close affiliates or subsidiaries.		
(B) If the applicant is a public or governmental entity, the application must include written authorization from the entity's governing body allowing submission of the application.		
(C) If the applicant is a partnership, joint venture or association, the application must include the names of each person participating in the partnership, joint venture or association.		
Has the project owner received tax credits or grants from the Oregon Department of Energy (ODOE)?		
<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No		
*If 'Yes', fill in the following for all tax credits and grants received and attach additional items:		
What Program?	What Application Number?	What Status? (e.g. In progress, Operational, Abandoned, etc.)
BETC	17442	Successfully completed
BETC	26658	Successfully completed
If there are additional items attached, check the box. <input checked="" type="checkbox"/> Attachment		
Has the project owner received any incentives for <u>this</u> project from a source separate from ODOE? If so, please indicate:		

**2. Responsible Party for Project Owner** Responsible party will be the contact for issues pertaining to the project and should be suited to answer inquiries regarding the proposed project.

**The Project Owner may serve as the Responsible Party, if desired. Please indicate if the project owner will serve as the Responsible Party for this project:**

Yes\*  No

\* If 'Yes', and contact information is the same as it appears in "Applicant Information", proceed to next section.

Name: Stephan Lashbrook

Title: Transit Director

Phone (503) 570-1576

Email: lashbrook@ridesmart.com

**List all appropriate Certifications and Certification Numbers held by responsible party**

<u>Type of Certification:</u>	<u>Certification Number:</u>
American Institute of Certified Planners	
LEED, Accredited Professional	
Explanation of duties of responsible party:  As Transit Director, Mr. Lashbrook is responsible for the day-to-day operations of the transit and motor pool functions for the City of Wilsonville.	How is responsible party qualified to serve in this role for this project?  Mr. Lashbrook has more than 40 years of experience in various local government capacities, including more than 30 years as a manager. Mr. Lashbrook's experience has included having responsibility for hundreds of millions of dollars of municipal budgets.

**3. Project Location** Changes to the project location will not be allowed.

Site Owner:

This site is:  A business, please provide name of business: \_\_\_\_\_

Other (please describe): Municipal building – SMART office

Is the site owner the same as the project owner?  
Yes  No  if 'NO', please list site owner:

# of sites for this project  
(if applicable):

Site Address: 28879 SW Boberg Road

City: Wilsonville

State: OR

Zip: 97070

County: Clackamas

Total square footage affected by this project: 6,000

Expected operational life of project: 20 years

**4. Project Description** Changes to project that increase the tax credit will not be allowed.

Provide a description of proposed fueling systems, the estimated number of alternative fuel vehicles that will use the proposed system, the type of alternative fuel dispensed, and the expected annual amount that will be dispensed. Within this description, include/indicate the following:

- Information that demonstrates how the project will be technically feasible
- Information on how the project will operate for a minimum of five years
- How long the project will be in service
- Indicate the amount by which use of the alternative fuel vehicle infrastructure project will displace petroleum fuel
- Include documentation of the personnel and teams working on project development, implementation, and operation.

CNG facilities have been designed by professionals from Pivot Architecture and Reyes Engineering.

SMART has operated two CNG buses for the last year. The new fueling capacity will enable us to increase the number of CNG vehicles from 2 to 7 over the next two years.

SMART anticipates the gradual replacement of Diesel or gasoline fueled vehicles with CNG vehicles into the future. We anticipate that the new fueling equipment will be in use for many years. We estimate that the new CNG capacity will enable SMART to reduce the consumption of liquid fuels (gasoline and Diesel) by 30,000 to 40,000 gallons/year when fully utilized.

The person in charge of the on-going operation of the CNG facility is the City's Fleet Supervisor, Scott Simonton. As noted above, the final design was prepared by the Pivot/Reyes Team, working with Northwest Natural.

**Type of alternative fuel used:**

- |                                      |   |                                  |   |                                       |
|--------------------------------------|---|----------------------------------|---|---------------------------------------|
| <input type="checkbox"/> Electricity | <input checked="" type="checkbox"/> Natural Gas | <input type="checkbox"/> Propane | <input type="checkbox"/> Biodiesel (B20 or greater) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Hydrogen    | <input type="checkbox"/> Butanol                | <input type="checkbox"/> Biomass | <input type="checkbox"/> Ethanol (E85)              |                                       |
| <input type="checkbox"/> Methanol    | <input type="checkbox"/> Hythane                | <input type="checkbox"/> Methane | <input type="checkbox"/> Renewable diesel           |                                       |

**Fuel type being replaced:**

- Gasoline +/- 15,000 \_\_\_\_\_ gallons per year
- Diesel +/- 25,000 \_\_\_\_\_ gallons per year
- Other (specify fuel, units and amount) \_\_\_\_\_ per year

**5. Jobs Data** - List the types of jobs that will be created and sustained, which are directly connected to this system. Attach additional sheets if necessary. Include five-year jobs data projection. If there are special employment benefits associated with this system, please add additional information in an attachment.

Employee or Skill	1 <sup>st</sup> Year 20 Hours	2 <sup>nd</sup> Year 20 Hours	3 <sup>rd</sup> Year 20 Hours	4 <sup>th</sup> Year 20 Hours	5 <sup>th</sup> Year 20 Hours	Created (c) or Sustained (s)

**6. Estimated Project Cost** Indicate and briefly list anticipated total project cost of the alternative fuel vehicle infrastructure project. Include costs associated with materials/equipment, installation, and labor. Changes to project that increase the tax credit will not be allowed. Utility connection costs are limited as described in OAR 330-220-0070(4)(a)(B).

Materials/Equipment:	Installation/Labor:	Total Estimated Project Cost: (Total Project costs less ineligible costs)	Total Estimated Tax Credit: (May not exceed 35% of project cost)
\$ 109,000.00	\$ 41,000.00	\$ 160,000.00	\$ 56,000.00

**7. Financial Data** This is a checklist to assist the applicant in completing the form per OAR 330-220-0030.

- I have enclosed a financing plan.
- I am requesting \$56,000 as a tax credit (May be less than the 35% maximum).
- I have enclosed pro forma financial statements covering the first three years of operation.

**8. Project Owner Statement**

- I agree that the project will comply with all local, state, and federal requirements. I will obtain all necessary permits.
- I understand that the sum of all financial incentives and the Energy Incentive Program tax credit cannot exceed the total eligible project cost.
- I have enclosed a check to ODOE or will pay by Visa or MasterCard for the required application fee, which is not refundable.
- I have completed this form to the best of my knowledge and have not altered any of these statements.
- I certify that I am the project owner or the authorized agent. If I select a responsible party, I approve their participation and authorize the person who signs below to serve in this role.
- I understand that this application is specific to the project represented on this form and that this application cannot be transferred to any other Energy Incentive Program projects that I may apply for at a later date within the Opportunity Announcement.
- I understand that Opportunity Announcements and qualifying incentivized projects released by ODOE are subject to change and the availability of certain project incentives are not guaranteed.


By signing this statement, I acknowledge that I have read and agree with the terms and conditions of the Opportunity Announcement, the application, and the statement. I have not altered any part of the statement or application.

Signature:  Title: Transit Director  
 Print Name: Stephan A. Lashbrook Date: 10/25/12

**9. Responsible Party Statement** To be signed by Responsible Party.

- I attest that I am qualified to serve as the responsible party for this Energy Incentive project and possess the necessary licenses, permits, certifications and/or documents that will substantiate this claim and can provide these documents to the ODOE should they be required.
- I understand that as the responsible party for this project ODOE may contact me to verify particular aspects of the energy project and agree that I am qualified to give relevant input on the behalf of the project owner.
- As the responsible party for this project, I understand that I am accountable for the overall quality and accuracy of the application and will be responsible for all claims made on the application form and will maintain communication with ODOE by way of scheduled project updates.
- I understand that I am responsible for reporting to ODOE as the project progresses and that I am to report any changes to the project using the appropriate method prescribed by ODOE.
- As the responsible party, I agree that if I provide false information about the project, the application will be denied and the project owner will not receive the tax credit.
- I understand that the sum of all financial incentives and the Energy Incentive Program tax credit cannot exceed the total eligible project cost.

By signing this statement, I acknowledge that I have read and agree with the terms and conditions of the statement and have not altered any part of the statement or application.

Signature:  Title: Transit Director  
 Print Name: Stephan A. Lashbrook Date: 10/25/12

Attachment 1 – List of recent BETC pass-through projects:

1. **BETC #26658** (for SMART operations between 04/01/09 and 12/31/09). Total eligible project costs as determined by ODOE = \$2,393,346
2. **BETC #30078** (for SMART operations between 01/01/10 and 06/30/10). Total eligible project costs as determined by ODOE = \$1,676,355
3. **BETC #31682** (for SMART operations between 07/01/10 and 06/30/11). Total eligible project costs as determined by ODOE = \$3,729,307

## RESOLUTION NO. 2385

**A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING ADDENDUM NO. 4 TO THE DEVELOPMENT AGREEMENT OF JUNE 14, 2004 BY AND BETWEEN THE CITY OF WILSONVILLE (CITY) AND THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE (URA) AND MATRIX DEVELOPMENT CORPORATION (DEVELOPER) AND PROPERTY OWNERS DONALD E. BISCHOF / SHARON L. LUND, ARTHUR C. / DEE W. PICULELL, THE DeARMOND FAMILY LLC / LOUIS J. / MARGARET P. FASANO (OWNERS) AND VALERIE AND MATTHEW KIRKENDALL (KIRKENDALL) AND REPEALING RESOLUTIN NO. 2377.**

WHEREAS, in 2004, the City of Wilsonville ("City") and the Urban Renewal Agency of the City of Wilsonville ("URA") entered into a Development Agreement ("Matrix Development Agreement") with Matrix Development Corporation ("Developer") and several property owners for the residential development of certain real property in the community known as Villebois Village ("Villebois Property"), pursuant to the Villebois Master Plan; and

WHEREAS, the Matrix Development Agreement has been amended by Contract Addendum Nos. 1, 2, and 3; and

WHEREAS, the City council by Resolution No. 2377, adopted August 20, 2012, approved Addendum No. 4 and authorized the City Manager to execute Addendum No. 4 subject to the City Attorney finalizing with Polygon a revised Master Planning Fee. However, during this process Polygon determined to apply for a different lotting pattern which changed the number of lots from 184 to 205 and that changed the fee calculations. Polygon also acquired property from Zion National Bank, which eliminated Zion as a party necessary to develop Costa Circle, and the City determined a different routing should occur for an 18 inch water line, which changed the descriptions, the costs and the credits for oversizing. Therefore, Addendum No. 4 as approved by Resolution No. 2377 was not consummated by the parties, and

WHEREAS, the parties desire Resolution No. 2377 be repealed in its entirety, including the approval of Addendum No. 4, and a new Resolution be adopted approving a new Addendum 4 which shall replace the previously approved Addendum 4; and

WHEREAS, Addendum No. 4 now is the subject of this Resolution and is between the City, the URA and Polygon Northwest Company, L.L.C. ("Polygon"). All other parties to the Matrix Development Agreement are not parties to this Addendum 4.

WHEREAS, the purpose of Addendum No. 4 is to outline certain responsibilities to be undertaken by Polygon as the potential successor in ownership interest to Donald E. Bischof and Sharon L Lund property located within the Villebois Master Plan (“Bischof/Lund Property”).

WHERE, if Polygon does not purchase the Bischof/Lund Property, as provided in Addendum No. 4, then Addendum No. 4 will automatically become null and void.

WHEREAS, to assist the public in understanding the complexities of the Matrix Development Agreement and other Villebois development as it relates to this Addendum No. 4, the following historical chronological summary of the Villebois Village Master Plan Project is provided:

#### SUMMARY

1. The Villebois Master Plan is a land use plan regulating the development of approximately 500 acres of a planned, mixed use community of internal commercial and a mix of an anticipated 2,600 residential uses, with trails, parks, and open spaces, supported by approximately \$140 million in infrastructure improvements. In approximately June 2004, for the purposes of developing home sites within the Villebois Master Plan area, Matrix Development Co. (Matrix) acquired certain land interests in approximately 150 acres of land east of 110<sup>th</sup> Street and entered into the 2004 Matrix Development Agreement. In this regard, Matrix purchased the Kirkendall property, succeeding to their interests in the Matrix Development Agreement; purchased some of the property owned by DeArmond/Fasano and optioned to purchase the balance; purchased some of the property owned by Bischof/Lund and optioned to purchase the balance; purchased a portion of the property owned by Arthur C. and Dee W. Piculell, and purchased development rights to mitigate wetlands on the balance not purchased.
2. In conjunction with the purposes of acquiring the aforementioned property and developing it, Matrix entered into certain loan agreements with Wachovia Bank (now Wells Fargo Bank), which included financing certain of the land purchases and development costs and providing Wachovia with security interests therein.
3. Matrix was authorized to enter into, and participate on behalf of the parties in, the adoption of the land use planning regulations for the properties to implement the Villebois Master Plan, including but not limited to a Revised Master Parks Plan, Special Area Plan East (SAP-E) for the properties east of 110<sup>th</sup>, and the platting of Preliminary

Development Plan Phase 1 (“PDP-1”), which was the first phase of development of SAP-E.

4. The parks and open space classifications are pocket parks, linear greens, neighborhood parks, and regional parks. The general location of these parks and open spaces are depicted in Figures 5, 5A, and 5B to the Revised Villebois Village Parks Master Plan. A copy of Figures 5, 5A, and 5B are marked as **Exhibit 1**, attached hereto and incorporated by reference herein. Without provision for these parks, development cannot proceed.
5. In August of 2005, Matrix entered into a financing contract with the City and the URA in the form of Contract Addendum No. 1 to the Matrix Development Agreement. Addendum 1 replaced the local improvement district (“LID”) funding mechanism to provide traffic trip capacity for the development’s impacts at the I-5/Wilsonville Road Interchange with a prepayment by Matrix for trip impacts that would be generated by its development. A certain amount of development, based on projected traffic trips were thereby vested in accordance with Addendum 1 and the prepayment provided funding for improvements to increase the interchange’s trip capacity to allow for that development. The prepayment was made and Matrix was vested in the trips set forth in Addendum 1.
6. In December of 2007, the financial provisions of the parks and open spaces to be developed by Matrix were memorialized by the City, the URA, and Matrix in Addendum No. 2 to the Matrix Development Agreement. The key features of Addendum 2 are as follows: the total costs of the parks and open spaces were estimated to be \$4,837,293; Matrix would construct these parks and open spaces; and Matrix would provide a proposed PDP-2 that, together with PDP-1, provided for 655 lots which would produce \$1,568,070 (655 lots x \$2,394) in park SDCs, against which Matrix would receive a \$1,113,210 credit against the City’s park SDCs, leaving the balance of \$454,860 to be paid by PDP-1 (190 x \$2,394). Thus, accounting for the SDC credits, the remaining proposed 465 lots would not pay any park SDCs, given Matrix’s responsibility to provide the parks and open spaces. Included in the total of Matrix’s responsibility was the construction of a community center for the homeowner’s association (to include an interpretive center), at an estimated cost of \$1,019,000.
7. Matrix and its construction entity, Legend Homes, Inc. (“Legend”), filed for Chapter 11 bankruptcy protection in the United States Bankruptcy Court for the District of Oregon,



Case No. 08-32798-tmb 11. On May 11, 2010, the Bankruptcy Court adopted the Matrix Second Amended Reorganization Plan (“Reorganization Plan”), effective June 1, 2010. As part of the proceedings, Matrix abandoned its optioned property to the above referenced owners and, through the Reorganization Plan, certain of its other property was transferred to Wells Fargo, as successor in interest of Wachovia Bank, and subsequently assigned to its property development company, Redus OR Lands, LLC. (“Redus Property”). Under the Reorganization Plan, Matrix and Legend merged into a reorganized single entity, Legend, and Legend retained the land and development of PDP-1. Prior to the bankruptcy and the abandonment, Matrix had proposed a portion of the balance of the property to be developed as PDP-2, and a map depicting the proposed lot development is marked as **Exhibit 2**, attached hereto and incorporated by reference herein. A map depicting the respective interests after abandonments is marked as **Exhibit 3**, attached hereto and incorporated by reference herein. A list of the respective parks and open spaces in SAP-E, the property ownership upon which they occur, and their estimated costs is set forth on **Exhibit 4**, attached hereto and incorporated by reference herein.

8. As part of the Reorganization Plan, Legend was relieved of all parks costs, except for certain fixed park SDCs on a graduated scale for the 159 remaining residential lots of PDP-1 that had not been built upon, which Legend retained under the Reorganization Plan, and an approved, agreed upon sum toward the design and construction of Neighborhood Park 6 under the Reorganization Plan. These park SDCs and costs to Legend were negotiated and agreed upon between Legend, the City, the URA and Redus. With Legend being relieved of its other parks and open spaces participation, except as noted above, the remaining responsibility for the parks and open space requirements and related costs fell to the remaining land owners, to be imposed at the time of development. A separate amending agreement of the Matrix Development Agreement between the City, the URA and the Fasano/DeArmond, and a second separate amending agreement between the City, the URA and Redus were reached to address, in part, the parks and open space requirements and their respective funding. Included in these agreements, among other things, the City and the URA acquired land from each of the ownerships for the construction of a grade school by the West Linn Wilsonville School District (“District”)

- within portions of then PDP-1 and PDP-2. Subsequently, Redus obtained City development approval, subject to conditions, of an 88-lot subdivision for land within PDP-2 that Redus now owns. This subdivision is now referenced as SAP East, PDP-2 (hereinafter "PDP-2"). Fasano/DeArmond has not yet applied for development approval.
9. The City, the URA and Polygon, who anticipates purchasing the Bischof/Lund Property (pursuant to an agreement with the current owners thereof), now desire to amend the Matrix Development Agreement to provide the framework for development of the Bischof/Lund Property. This land contains 192 lots, as originally proposed by Matrix for the Bischof/Lund Property, and will now be known as SAP East, PDP-3 (hereinafter "PDP-3").
  10. As part of the Reorganization Plan, Legend retained the trip vesting benefits of contract Addendum 1 for its PDP-1 development and transferred the balance to Redus. Having provided the loan funds to Matrix for development, including that for paying for the vesting of trip capacity through the I-5 Interchange, and with the Bankruptcy Court's approval and Matrix' abandonment of certain portions of a proposed PDP-2 to Wachovia, the City and the URA reached agreement with Redus to retain the same vested trip benefits for its PDP-2 property. Without the application of the vesting of trip funds to the interchange improvements, which are scheduled to be completed July 2012 to allow capacity for Villebois development, development by Matrix or Legend or any of the landowners involved, or their successors, would not be able to proceed under the City's infrastructure concurrency policy. However, to the extent that the collected and expended vesting of trips funds would apply to other Villebois properties under the Development Agreement, Redus is entitled to recoup the applicable balance of the payment from those property owners at their property's development. This amounts to \$690 per lot under the original agreement with Matrix. The City, the URA and Redus reached an agreement for repayment upon development of these other properties. Polygon has agreed to the City's surcharge of \$690 per lot against each lot proposed for the Bischof/Lund Property at the time of building permit application to build on the lots which the City and URA will then reimburse the surcharged amount to Redus upon the collection. Polygon proposes 184 lots rather than 192 due to wetland conditions.

11. The Villebois Master Plan required that a 10-acre site be designated for a grade school and sports fields. The designated land was initially located west of 110<sup>th</sup> and adjacent to Tooze Road. The School District in anticipation of building at the Tooze Road site had passed a bond issue to build the school. Due to the recessionary economic conditions, the housing development needed to support the extension of infrastructure to the Tooze Road site was delayed and therefore funding for the improvements needed for Tooze Road improvements was not available. There was an immediate need for the school serve over crowded conditions and also to avoid bond arbitrage issues. Give the aforementioned lack of funds for extending infrastructure to the Tooze Road site, the Villebois Master Plan was amended to provide for a substituted school site with a lower infrastructure cost. The URA and the City purchased the substitute site within the lands of Matrix, Redus, and DeArmond/Fasano. A reduced copy of page 1 of Partition Plat No. 2010, depicting the school site (parcel 2) and a plan layout of the school site, is marked as **Exhibit 5**, attached hereto and incorporated by reference herein.
12. The District entered into an Infrastructure Development Agreement with the City and the URA. Under the Infrastructure Development Agreement, the District will provide certain infrastructure to serve the school, such as local roads, storm drainage, and sewer lateral lines. Some of this infrastructure was oversized and provides extra capacity, which will benefit the neighboring properties. This entitles the District to reimbursement from the benefiting properties at time of development of the benefitting properties through a Road and Utility Reimbursement District. There was also a need for the school to be tied into the proposed Coffee Lake sewer trunk line, which was on land that Redus acquired in the reorganization. The construction of the trunk line was not funded and would normally be constructed by the developer of the land in conjunction with development and under an SDC methodology with credit for oversizing by the responsible developer. Redus was not a developer. Given the exigent circumstances, it was determined that there was a need to develop an alternative, but equitable funding mechanism.
13. Except for PDP-1, the parties recognized that in order for the remaining properties to develop there was need for a segment of the 15-inch sewer trunk line to be constructed within the right of way of the planned Coffee Lake Drive. Coffee Lake Drive traverses the eastern edge of SAP-E, commencing from Barber Street to the south to the planned

Villebois Drive to the north. The sewer trunk line is located within the Coffee Lake Drive right of way; but only the segment from a little south of Barber to the Bischof/Lund southern property line was needed to be constructed for the school to open. This segment of the sewer line is located within the Redus Property and Redus agreed to provide the necessary easement to the City. As noted above, a different funding approach was needed than had been provided in the Matrix Development Agreement. Thus, the Infrastructure Agreement, Addendum No. 3 to the Matrix Development Agreement involving Redus and Legend, and the purchase agreement with Fasano/ deArmond, provided for formation of a Reimbursement District to reimburse a portion of the sewer line cost with the School District contributing 24% to the cost. The sewer line was constructed and oversized to benefit certain properties yet to be developed, including the Bischof/Lund Property (“Benefited Properties”) All Benefited Properties are subject to a pro rata reimbursement for this segment upon development. The District was to advance the funds for this segment of the 15-inch sewer trunk line, subject to reimbursement. Under the reimbursement provisions of its code, the City will be seeking reimbursement for the District from the Benefitted Property owners through a Coffee Lake Drive Sewer Reimbursement District and through a separate reimbursement district for that constructed segment of Coffee Lake Drive that the developers of PDP-2 were conditioned to provide. (Road and Utility Reimbursement District”). The Road and Utility Reimbursement District is a separate and further reimbursement district to which the Benefited Property owners will be subject.

14. If Polygon purchases the Bischof Lund Property, Polygon desires to deliver community elements such as roads, utilities, and parks early in the development process and to streamline the development process in order for the parties to realize the resulting economic benefits, including some cost savings to Polygon and some relief to the City and the URA from advancing funds for some of these elements, as envisioned in the amended Matrix Development Agreement. Pursuant to Addendum No. 4, if Polygon purchases the Bischof Lund Property on or before December 15, 2015, Polygon will advance the capital required to construct the parks and infrastructure described in Addendum No. 4, subject to SDC credits, as provided in Addendum No. 4 and subject to

reaching certain other agreements with third party developers or landowners in Villebois as provided in Addendum No. 4.

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

1. Resolution No. 2377 is hereby repealed in its entirety including, but not limited to the Addendum No. 4, which was Exhibit A to Resolution No. 2377.
2. The City Council hereby authorizes the City Manager to enter into this Addendum No. 4 to the Matrix Development Agreement, to benefit past and future development at Villebois Village, addressing construction roles, financing responsibilities, timing for improvements to be made, in substantially the form attached hereto as **Exhibit A**, as approved by the City Attorney.
2. This Resolution, incorporating the Summary, is effective upon adoption.

ADOPTED by the City Council of the City of Wilsonville at a regular meeting thereof this \_\_\_ day of December, 2012, 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 Núñez

Councilor Goddard

Councilor Starr

Councilor Fitzgerald

Attachments:

Summary Exhibit 1 – Parks and Open Space Plan

Summary Exhibit 2 – Proposed Site Plan PDP-2

Summary Exhibit 3 – Map Depicting Respective Interests After Abandonment

Summary Exhibit 4 – Parks/Open Spaces in SAP-E, Ownership and Estimated Costs

Summary Exhibit 5 – Partition Plat No. 2010 and School Site

Exhibit A: Development Agreement Contract Addendum No. 4

## SUMMARY EXHIBIT 1

The land bounded by a line beginning South 24-1/2° East 14.96 chains from the Northeast corner of Section 15, in Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, in the center of L.A. Seely's main ditch; thence South 70-1/2° West, 14.64 chains to the Northwest corner of R.I. Seely's land; thence South 35° East, 2 chains on the West side of said land; thence South 52° East, 8.97 chains on the West side of said land; thence South 10° East, 2 chains on the West line of said land; thence West, 22.50 chains to the East line of the Donation Land Claim of Samuel B. Franklin; thence North on said East line, 22.64 chains to the Southwest corner of George B. Seely's land; thence East, 24.37 chains to the center of said L.A. Seely's main ditch; thence South 20-1/2° East on the center line of said main ditch to the place of beginning.

ALSO a strip of land (hiatus) situated in the Northeast one-quarter of Section 15 and the Northwest one-quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon; said strip of land (hiatus) lies Northerly of that certain tract of land conveyed to John and Rose Boston as described in Book 205, Page 458 and Book 319, Page 427 and lies Southerly of that certain tract of land conveyed to H.V. Rand, et ux, described in Book 143, Page 49, Deed Records, Clackamas County, Oregon; the Northerly line of said Boston Tract being described as follows:

Beginning at the Northwest corner of said Boston Tract, which Northwest corner is in the Easterly line of the Samuel Franklin Donation Land Claim No. 50 and bears North 00°00'00" East, 1698.90 feet from the South east corner of the Samuel Franklin Donation Land Claim No. 50; thence leaving said Easterly line, North 89°56'00" East parallel with the Northerly boundary of the R.V. Short Donation Land Claim a distance of 20.00 feet to a 5/8 inch iron rod in the Easterly right-of-way line of Brown road (County Road No. 355); thence continuing along said Northerly boundary of the Boston Tract, North 89°56'00" East (P.S. 21365 Records of Surveys, Clackamas County), 1403.07 feet to a 5/8 inch iron rod in the Easterly line of said Section 15, Township 3 South, Range 1 West; thence continuing North 89°56'00" East along the Northerly boundary of the Boston Tract (P.S. 21365 Record of Surveys, Clackamas County) parallel with said Northerly line of the R.V. Short Donation Land Claim, 132.36 feet to a 5/8 inch iron rod at the Northeasterly corner of the herein described tract, which Northeasterly corner is in the Westerly boundary of the R.I. Seely Tract as described in Book 43, Page 54, Deed Records, Clackamas County, Oregon.

EXCEPTING THEREFROM Those tracts deeded to The Urban Renewal Agency of the City of Wilsonville, by Deed recorded August 11, 2006, Fee No. 2006-073989, 2006-073990 and 2006-073991.

## SUMMARY EXHIBIT 2



N:\proj\395-007\09 Drawings\03 Planning\Exhibits\395007 Development Agreement Exhibit-B.dwg - SHEET: LOTS Jul 26, 12 - 1:07 PM .jplf

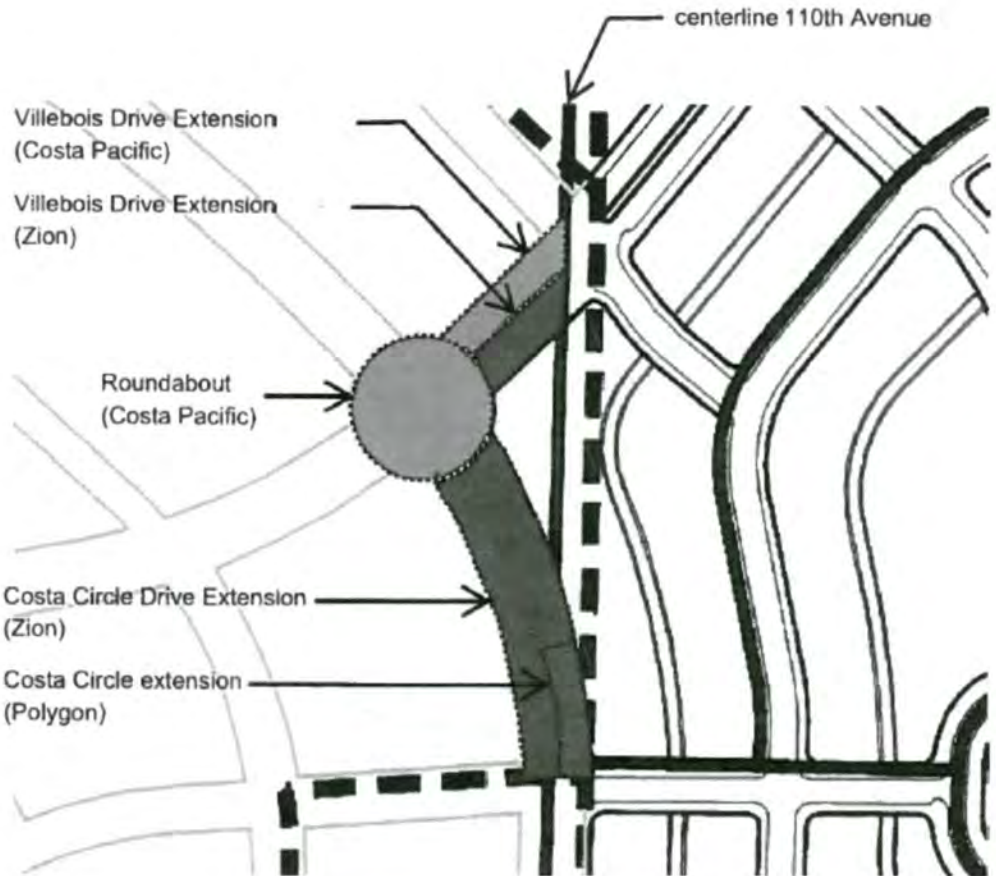
DRAWN BY: PRE DATE: 7/24/12  
 REVIEWED BY: JBL DATE: 7/24/12  
 PROJECT NO.: 395-007  
 SCALE: 1" = 250'

*Pacific Community Design*

[T] 503-941-9484 [F] 503-941-9485



SUMMARY EXHIBIT 3



## SUMMARY EXHIBIT 4

### Villebois Drive/Costa Circle extension and roundabout

Costa / Zion to dedicate required right-of-way and construction easements, Polygon to build (\$659K), Costa to waive Costa portion of MP Fee (\$127K), Polygon to receive road SDC credit for remaining offsite portion (\$474K), Costa / Zion reimburse City with supplemental fee at future building permits (\$181K Costa, \$293K Zion).

Road	Length	Cost per ft.	Cost
Villebois Drive	150	650	97,500
Roundabout		200,000	200,000
Costa Circle	360	650	234,000
<b>Const. Total</b>			<b>531,500</b>
Soft Cost/Cont		24%	127,560
<b>Project Cost</b>			<b>659,060</b>

Costa Pacific Items	Cost	%	Cost
Villebois Drive	97,500	50%	48,750
Roundabout	200,000	100%	200,000
Costa Circle	234,000	0%	0
<b>Const. Total</b>			<b>248,750</b>
Soft Cost/Cont		24%	59,700
<b>Total Costa Cost</b>			<b>308,450</b>
Less Master Plan Fee			-126,960
<b>Costa Reimbursement</b>			<b>181,490</b>

Zion Items	Cost	%	Cost
Villebois Drive	97,500	50%	48,750
Roundabout	200,000	0%	0
Costa Circle	234,000	80%	187,200
<b>Const. Total</b>			<b>235,950</b>
Soft Cost/Cont		24%	56,628
<b>Total Zion Reimbursement</b>			<b>292,578</b>

Polygon Items	Cost	%	Cost
Villebois Drive	97,500	0%	0
Roundabout	200,000	0%	0
Costa Circle	234,000	20%	46,800
<b>Const. Total</b>			<b>46,800</b>
Soft Cost/Cont		24%	11,232
<b>Total Polygon Cost</b>			<b>58,032</b>

**Coffee Lake Drive thru property**

Polygon to build within the property, receive Road SDC credits for Paving wider than 20 feet a the easterly curb (88K).

Item	Quantity (sf)	Unit price	Cost
Extra paving Width	12,240	2.00	24,480
Rock	12,240	1.33	16,279
easterly curb	2,040	15.00	30,600
soft cost/cont		24%	17,126
<b>Total</b>	<b>12,240</b>		<b>88,485</b>

**Coffee Lake Drive 15-inch Sewer**

Polygon to build thru property (\$685K), receive sewer SDC credit for oversizing from 8" to 15" (\$145K), and pay south portion late comer fee (50K).

Project cost:

Length	Cost	Cost per lf
South Portion		
1,779	597,143	335.66
North Portion		
2,040	684,750	335.66

North Portion SDC Credit

Item	Quantity (sf)	Unit price	Cost
Oversize from 8" to 15"	2,040.00	57.50	117,300
Soft Cost	117,300.00	24%	28,152
<b>Total</b>			<b>145,452</b>

South Late-comer Fee:

Area	Amount	Fee
Lund	50,203.72	50,204

**Villebois Drive 18-inch Waterline**

Polygon build from Coffee Lake Drive to 110th (\$106K), receive SDC credit for oversize from 12-in to 18-inch ( \$32K).

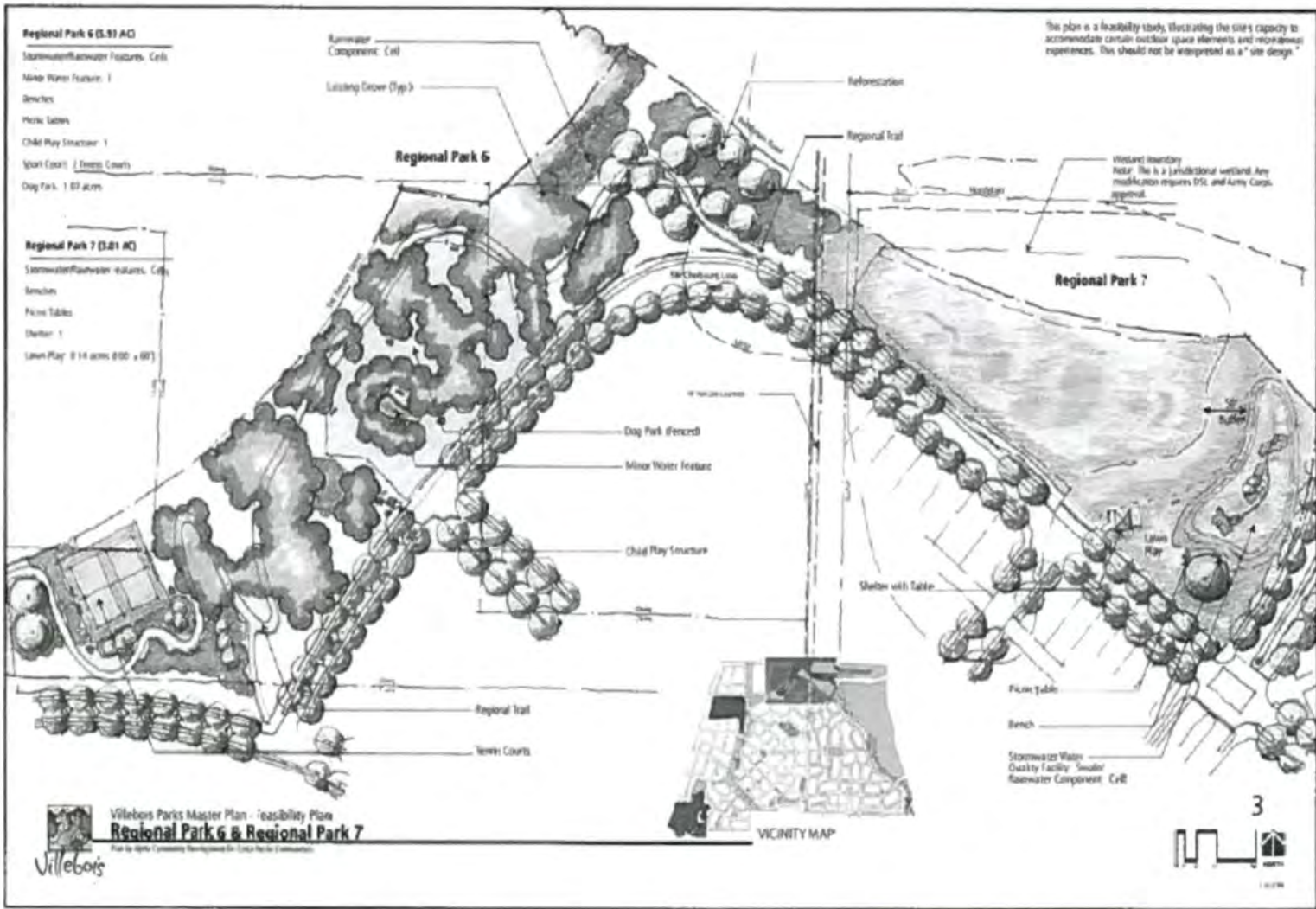
Item	Quantity (lf)	Unit price	Cost
18-inch line	855	100.00	85,500
soft cost/cont			20,520
<b>18-inch total</b>			<b>106,020</b>
12 -inch line	855	70.00	59,850
soft cost/cont			14,364
<b>12-inch total</b>			<b>74,214</b>
<b>Total Credit</b>			<b>31,806</b>

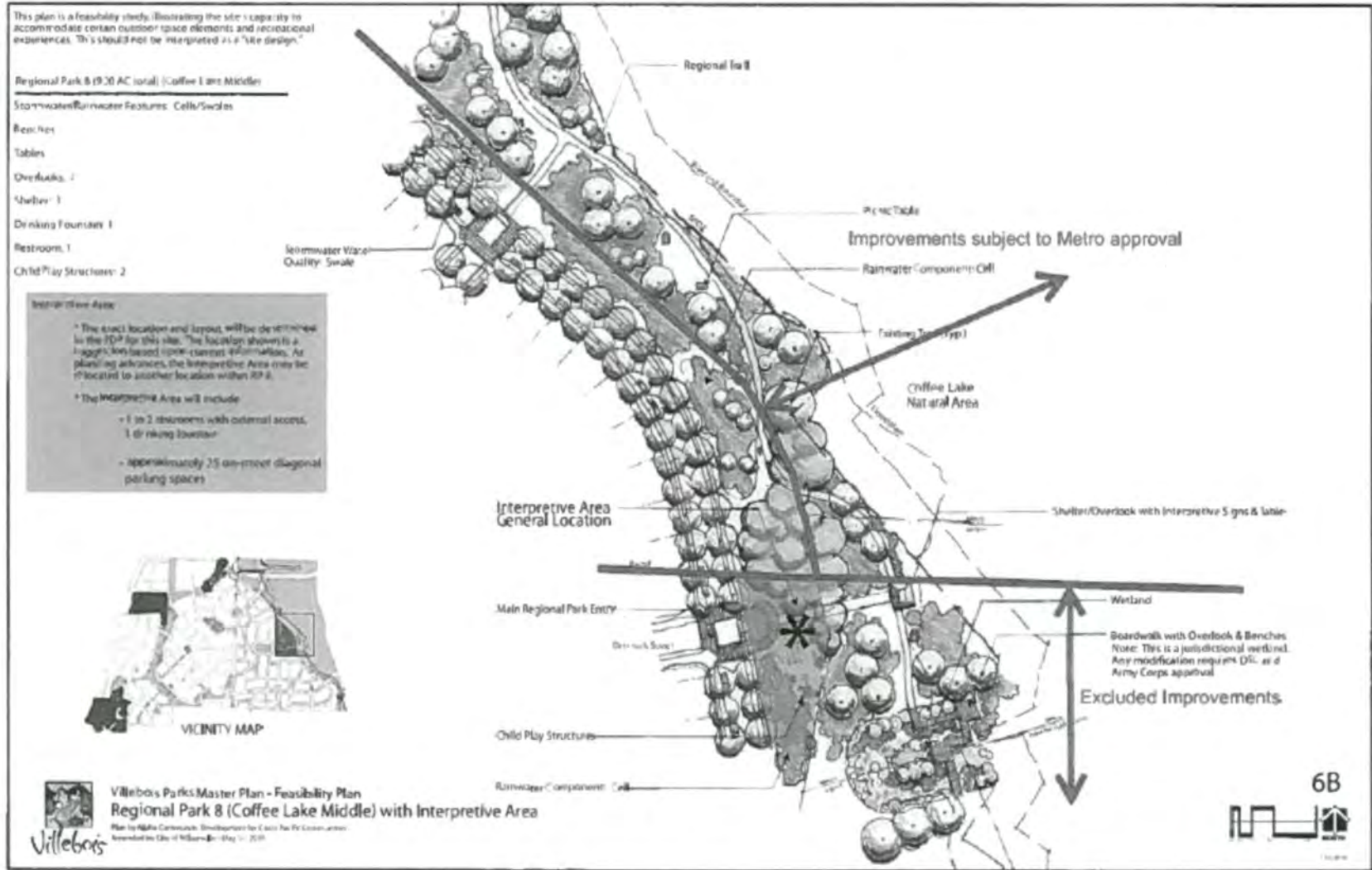
**Master Plan Fee**

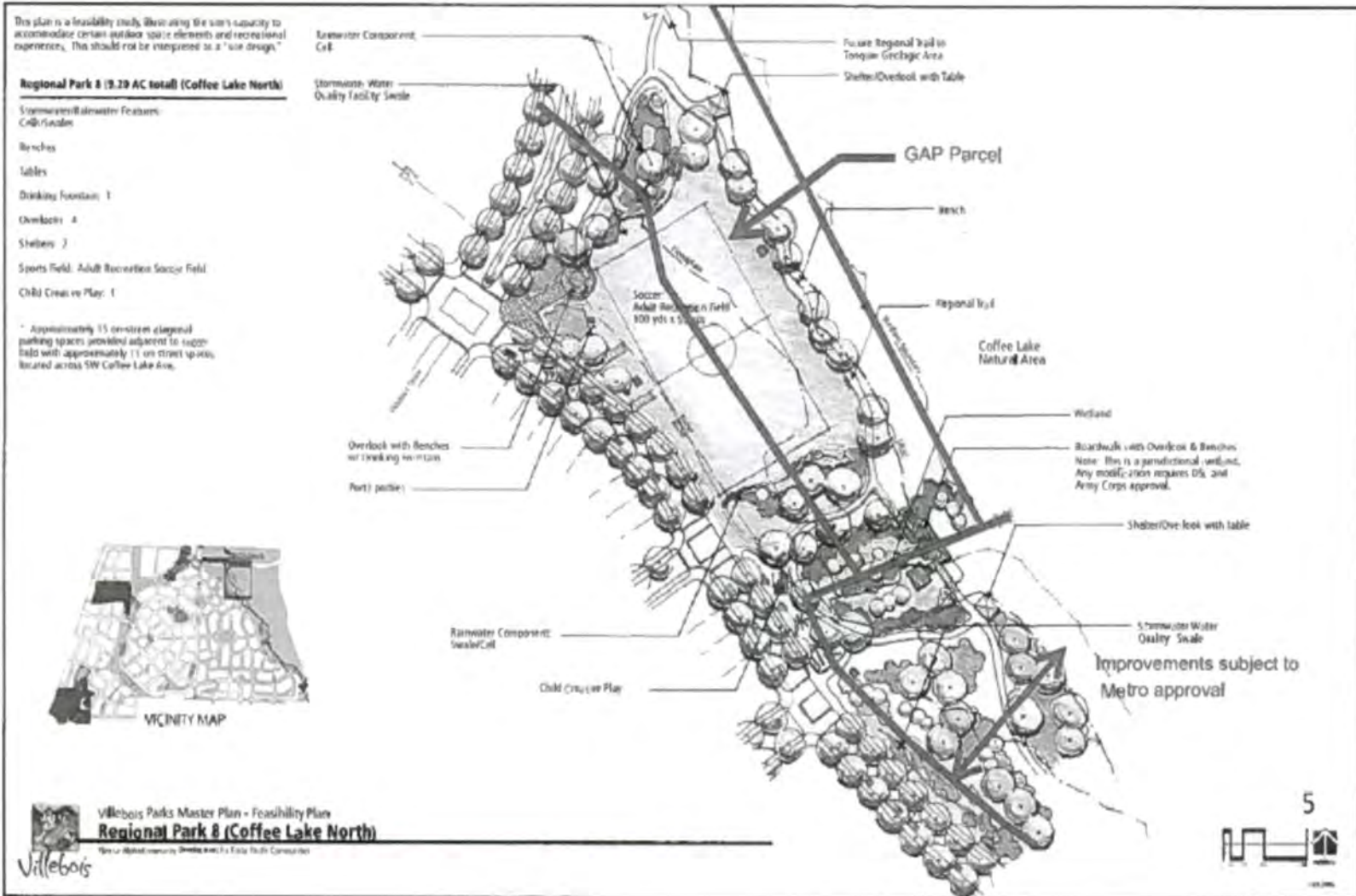
Pay City fee portion (\$39K), use Costa portion (\$127K) to pay for Village Drive/Costa Circle.

Fee	Units	Rate	Cost
MP Fee (Costa)	184	690	126,960
MP Fee (City)	184	210	38,640
<b>Total</b>	<b>184</b>	<b>900</b>	<b>165,600</b>

SUMMARY EXHIBIT 5







**ADDENDUM NO. 4  
TO THE DEVELOPMENT AGREEMENT OF JUNE 14, 2004  
BY AND BETWEEN THE CITY OF WILSONVILLE (CITY) AND  
THE URBAN RENEWAL AGENCY OF THE CITY OF WILSONVILLE (URA)  
AND MATRIX DEVELOPMENT CORPORATION (DEVELOPER)  
AND PROPERTY OWNERS DONALD E. BISCHOF / SHARON L. LUND,  
ARTHUR C. / DEE W. PICULELL,  
THE DeARMOND FAMILY LLC / LOUIS J. / MARGARET P. FASANO (OWNERS)  
AND VALERIE AND MATTHEW KIRKENDALL (KIRKENDALL)**

THIS ADDENDUM NO. 4 ("Addendum 4") to the above captioned Development Agreement (hereinafter referred to as the "Matrix Development Agreement") is entered into this \_\_\_ day of December, 2012, by and between the City of Wilsonville ("City"), a municipal corporation of the State of Oregon, the Urban Renewal Agency of the City of Wilsonville ("URA"), a municipal corporation of the State of Oregon, and Polygon Northwest Company, L.L.C., a Washington limited liability company ("Polygon"). This Addendum 4 only applies to the City, the URA, and Polygon, and does not apply to the other parties to the Matrix Development Agreement.

RECITALS:

1. The Villebois Master Plan is a land use plan regulating the development of approximately 500 acres of a planned, mixed use community of internal commercial and a mix of 2,600 residential uses, with trails, parks, and open spaces, supported by \$140 million in infrastructure. In approximately June 2004, for the purposes of developing home sites within the Villebois Master Plan area, Matrix Development Co. (Matrix) acquired certain land interests in approximately 150 acres of land east of 110<sup>th</sup> Street and entered into the 2004 Development Agreement set forth in the title above (known as the "Matrix Development Agreement").
2. Polygon has entered into an option agreement to purchase a portion of the property affected by and included in the Matrix Development Agreement, which is currently owned by Sharon L. Lund and Donald E. Bischof (the "Bischof/Lund Property"). The Bischof/Lund Property is described on the attached **Exhibit 1**. The City, the URA, and Polygon wish to clarify certain respective obligations under the Matrix Development Agreement that pertain to the Bischof/Lund Property if Polygon acquires the Bischof/Lund Property and Polygon receives its requested approvals for the development of SAP East, PDP-3 ("PDP-3E") as shown on the attached **Exhibit 2** (the "Site Plan"). The Site Plan contemplates 205 lots being developed on the Bischof/Lund Property.
3. Terms not specifically defined herein shall be as defined in the Development Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the City, the URA, and Polygon agree as follows:



## TERMS AND CONDITIONS:

1. **Condition Precedent.** Polygon hopes to acquire the Bischof/Lund Property much earlier than December 31, 2015. However, as a condition precedent to the implementation of this Addendum 4, Polygon must purchase the Bischof/Lund Property (except for any such land dedicated to or purchased by the City from Bischof/Lund) on or before December 31, 2015. In the event Polygon does not purchase the Bischof/Lund Property by December 31, 2015, this Addendum No. 4 shall become null and void unless the parties otherwise mutually agree, in writing.

2. **Supplemental I-5/Wilsonville Street Fee.** Polygon, as the developer of PDP-3E, shall pay a supplemental I-5/Wilsonville Road street SDC of \$690 per Dwelling Unit ("DU") at issuance of the building permit for each lot within PDP-3E. This supplemental street SDC is separate and apart from the basic street SDC and is not intended by the parties hereto to be a part of any street SDC credit or street SDC credit calculation that is set forth in this Addendum 4. The estimated supplemental street SDC to be paid by Polygon for the currently proposed 205 lots at \$690/DU is \$141,450.

3. **Villebois Drive North Extension from Coffee Lake Drive to Boeckman.**

3.1. The Matrix Development Agreement for SAP East provides that the City will construct Villebois Drive North from the existing roundabout on Boeckman Drive to Coffee Lake Drive. Polygon, as the developer of PDP-3E, hereby agrees to construct Villebois Drive North from the existing roundabout on Boeckman Drive to Coffee Lake Drive, subject to a full credit of those expenses against street SDC fees for PDP-3E. The parties estimate the length of this segment to be 310 feet and that the estimated cost to construct, with utilities, is \$650 per linear foot, which is calculated to be \$201,500, together with soft costs estimated at 24% of the construction cost, or \$48,360, which totals \$249,860. The breakdown of soft costs is set forth in Section 12.1.

3.2. The City shall provide the necessary permits of entry and construction easements to allow Polygon to construct this segment of roadway and the City shall dedicate for public use such segment of the roadway which is located on City property.

4. **Villebois Drive North Extension from 110<sup>th</sup> to Coffee Lake Drive.** Polygon, as the developer of PDP-3E, shall construct Villebois Drive North from Coffee Lake Drive to the Bischof/Lund Property boundary. Polygon will receive credits for those expenses against street SDC fees for PDP-3E for 12 feet additional paving width and the additional base rock depth over the entire street width that is required to upgrade from a local street to a collector street (typically two additional inches of base rock). The extra paving width for bike lanes is calculated at 10,260 sq. ft., at a unit price of \$2.00 a sq. ft., for an estimated cost of \$20,520. Rock needed for the extra paving is calculated at 10,260 sq. ft., at \$1.33 a sq. ft., for an estimated cost of \$13,646. The extra base rock depth is calculated to be 42,750 sq. ft. at \$0.50 a sq. ft., for an estimated cost of \$21,375. The total estimated cost of all of the foregoing is \$55,541. The soft costs are

calculated at 24% of the costs for the extra paving width and rock, which is estimated at \$13,330. The total street SDC credits are estimated at \$68,871.

**5. Villebois Drive Central/Costa Circle Extension and Roundabout.**

5.1. Under a separate and different development agreement with Villebois Village LLC ("Villebois Village"), the developer of SAP Central, Villebois Village is required to construct Villebois Drive Central from 110<sup>th</sup> Avenue, the property line of PDP-3E, to Costa Circle Drive, the roundabout, and Costa Circle Drive from Villebois Drive Central to its current terminus, subject to the standard credits of those expenses against street SDC fees. Villebois Village, along with its successors and assigns, as the current owners of SAP Central (see paragraph 5.2 below) are not currently ready to proceed with this construction. However, because this is an important transportation linkage within the community, the parties to this Addendum 4 agree that residents of Villebois and others within the City of Wilsonville will benefit from having this road linkage in use, and both the City of Wilsonville and Villebois land holders will benefit from having this community investment in place and paid for.

5.2. Based on the foregoing, if the Villebois Drive Central/Costa Circle extension and roundabout have not been completed by the SAP Central developer by the time the Bischof/Lund Property is developed, and subject to the conditions below, Polygon, as the developer of PDP-3E, hereby agrees to construct Villebois Drive Central from 110<sup>th</sup> Avenue (property line of PDP-3E) to Costa Circle Drive, the roundabout, and Costa Circle Drive from Villebois Drive Central to its current terminus, subject to the following conditions: A separate agreement(s) is executed with all affected land owners of SAP Central, meeting the requirements of this Section 5.2. The current affected property owners of SAP Central are Costa Pacific Communities, Inc. or its affiliate, Villebois Village Center LLC ("Costa"), and Polygon which has recently purchased the interest of Zion National Bank ("Zion"). Polygon has entered into preliminary negotiations with Costa to pursue this goal. Under such separate agreement, Costa and Polygon must provide the road dedications and construction easements required to build these roads and roundabout; Costa must waive its right to collect its portion of the Master Planning Fee for all lots in PDP-3E; and Costa and Polygon must agree to a supplemental street SDC equal in total to the actual street SDC credits provided by the City for Polygon for the streets and roundabout, which shall be paid to the City as future building permits are issued for the development in SAP Central. Polygon, as the developer of PDP-3E, shall receive a full credit of the expenses for constructing the Villebois Drive Central/Costa Circle extension and roundabout against street SDC fees for PDP-3E and against that portion of the Master Planning Fee owed by Polygon to the master developer (see Section 11). A map of these streets and the roundabout, with the designation of the proposed portion thereof that is the responsibility of Costa or Villebois Village Center LLC is set forth in **Exhibit 3**, attached hereto and incorporated by reference herein. A table of the estimated respective costs and SDC credits are set forth in **Exhibit 4**, attached hereto and incorporated by reference herein.

5.3 The City shall provide the necessary permits of entry and construction easements to allow Polygon to conduct the Villebois Drive Central/Costa Circle extension on 110<sup>th</sup> Street.

6. **Coffee Lake Drive Through Property.**

Polygon, as the developer of PDP-3E, shall construct Coffee Lake Drive, within the property boundary, and receive street SDC credits for the construction of paving wider than 20 feet and the easterly curb against street SDC fees for PDP-3E. The SDC credits are calculated as follows: extra paving width of 12,240 sq. ft. at \$2.00 a sq. ft. is estimated at \$24,480; rock for the extra paving of 12,240 sq. ft. at \$1.33 a sq. ft. is estimated at \$16,279; the easterly curb of 2,040 lineal ft. at \$15.00 per linear ft. is estimated at \$30,600, for a total estimate of \$71,359; soft costs, at 24% of the above sum, are estimated at \$17,126; and the total SDC credits are estimated at \$88,485.

7. **Regional Park 7 and North Portion of Regional Park 8.**

7.1. Subject to the cap on costs described in Section 7.2, Polygon, as the developer of PDP-3E, shall construct that portion of Regional Parks 7 and 8 within the Bischof/Lund Property boundary and the Metro Property area as shown on **Exhibit 5**, attached hereto and incorporated by reference herein.

7.2. Polygon believes it can significantly reduce the cost by providing the design/plans for and the management of construction of the park described in Section 7.1. Polygon's obligation to spend funds for the design and construction of that portion of Regional Parks 7 and 8, as described in Section 7.1, is capped as follows: Polygon shall not be obligated to spend more than the park SDCs, currently set at \$4,602 per lot, which may be adjusted annually, in accordance with the Seattle Engineering Record's published construction cost index, until the park work is completed (the "Capped Amount"). The City will agree to a redesign of that portion of Regional Parks 7 and 8 so that the costs will not exceed the Capped Amount. The City shall review and approve draft plans at 30%, 60%, and 90% of plan completion. The total park SDC credits are currently estimated at \$943,410 (\$4,602 x 205 lots, subject to annual adjustment) and shall be provided by the City as against the Capped Amount for Polygon to design and construct the northern part of Regional Parks 7 and 8. In the event the City receives timely final approval from Metro for park construction on that portion of the Metro Property shown on **Exhibit 5**, Polygon and the City further agree that Polygon will design and construct the trail facilities on Metro property as long as the cost of the design and construction of that segment of the trail facilities, when added to the cost to design and construct the portion of Regional Parks 7 and 8 located within the Bischof/Lund Property, as described in Section 7.1, will not exceed the Capped Amount. Polygon will provide an updated more reliable cost estimates for construction for both the northern part of Regional Park 8 on the Bischof/Lund Property and the Metro property when the 30% design is completed. The parties shall then determine whether it is feasible to proceed with further design and construction of Regional Park 8 on both properties or just within the Bischof/Lund Property without including the Metro Property. In the event the estimated costs exceed the Capped Amount at the 30% design phase, Polygon shall not be obligated to spend any more than the Capped Amount. In such case, the City reserves the option to elect, at its discretion, to contribute Park SDC funds or other funds to cover the amount that exceeds the Capped Amount. If the City does not elect to pay the amount in excess of the Capped Amount, the parties will redesign to stay within the Capped Amount or elect to build some or all of the park improvements at a later date.

7.3. The City has received Metro's tentative approval for the conceptual park improvements on the Metro Property, as depicted in the above **Exhibit 5**. The City will facilitate obtaining Metro's final approval to construct the trail facilities on the Metro Property.

8. **Miscellaneous Parks: Linear Greens (LG) 15 &16, Pocket Parks (PP) 9 & 12, and Neighborhood Park (NP) 5.** These parks were initially designed to be located on the Bischof/Lund Property and the adjacent parcels owned by private ownership to the west, which property is not included in the Matrix Development Agreement. 110<sup>th</sup> Avenue currently runs through the middle of these parks. These parks are located and described on the map attached hereto as **Exhibit 6**, and incorporated by reference herein. It is anticipated that in order to develop the parks as shown, Polygon must enter into an agreement with this private property owner to allow for development of a portion of the parks on that other property. The City will endeavor to contact this property owner, who is currently located overseas, to determine whether the property owner is agreeable to allowing a portion of its property to be included in the park or parks Polygon will design and build. Polygon acknowledges it has the responsibility to develop the park areas located within the Bischof/Lund Property in PDP-3E, but the City and Polygon would prefer that the full parks, as currently contemplated in the Master Plan, be developed, if appropriate agreement can be obtained from the property owner. The plan to remove 110<sup>th</sup> will need to provide for existing easements of Northwest Gas and Kinder Morgan Petroleum utilities. If the other property owner does not enter into an agreement with Polygon to allow for park construction on its land, Polygon will develop that portion of the parks located on the Bischof/Lund Property and require the homeowner's association to maintain them, once constructed.

9. **Coffee Lake Drive 15-Inch Sewer.**

9.1. A 15-inch sewer trunk line in Coffee Lake Drive will serve all of SAP East, portions of SAP Central and SAP North, and all of UPA3. The sewer line has been extended by the City from Barber Avenue to Denmark Street (property line of Bischof/Lund). This segment has been constructed and a Reimbursement District is being formed by the City to pay the cost thereof.

9.2. The parties agree that Polygon, as the developer of PDP-3E, shall construct the 15-inch sewer line in Coffee Lake Drive from Denmark Drive (Bischof/Lund Property line) to 110<sup>th</sup> Avenue at its cost and receive sewer SDC credits for all lots within PDP-3E for oversizing the line above an 8-inch line to provide extra capacity for the future benefitted properties within the service area. Polygon acknowledges and agrees to formation of the Reimbursement District and that PDP-3E will be subject to assessments for a reimbursement of proportionate costs under the Reimbursement District.

9.3. Oversizing of sewer line reimbursement estimates have been in the range of \$55 - \$60 a linear foot, to date, in Villebois. Thus, SDC credits are estimated at \$57.50 a linear foot for 2,040 feet, for a total of \$117,300, plus soft costs estimated at \$28,152, for a total estimated cost of \$145,452.

10. **Villebois Drive 18-Inch Waterline.** Polygon, as the developer of PDP-3E, shall construct an 18-inch water line in Villebois Drive from the SW side of Costa Circle to Verdun, install a tee and run the 18 inch line in Verdun from the tee to 110<sup>th</sup> and in 110<sup>th</sup> northerly to the existing 18 inch line near Tooze Road. The estimate cost of the Villebois Drive segment is, \$106,020, inclusive of soft costs. The estimated cost of the Verdun segment is \$60,000, inclusive of soft costs. The estimated costs of the 110<sup>th</sup> segment is \$40,000, inclusive of soft costs. Polygon shall receive Water SDC credits against the lots in PDP-3E for the construction of oversizing from a 12-inch line to an 18-inch line in Villebois Drive in the estimated total of \$31,000, inclusive of soft costs; credit for construction of oversizing from an 8 inch line to an 18 inch line in Verdun in the estimated total of \$30,000, inclusive of soft costs; and for the 18 inch line segment in 110<sup>th</sup> full credit in the estimated total of \$40,000 , inclusive of soft costs. as set forth on page 4 of **Exhibit 4**.

11. **Master Planning Fee.** The Matrix Development Agreement for SAP East provides that the developer will pay a Master Planning Fee of \$900 per lot, with \$690 of that fee being paid to the master planner, Costa Pacific Communities, and \$210 of that fee being paid to the City, subject to adjustment on an annual basis each July 1 proportionate to the changes in the Seattle Engineering Record's construction index published the preceding March. The adjusted fee for fiscal year July 1, 2012 to June 30, 2013 is \$1,027, proportioned \$787 to Costa Pacific Communities and \$240 to the City. In the event Costa Pacific Communities, as a land owner in SAP Central, waives its Master Planning Fee as proposed in Section 5 above, Polygon, as the developer of PDP-3E, shall only be required to pay the City a Master Planning Fee of \$240 per lot, as may be annually adjusted as referenced above, at the time of building permit issuance for each lot within PDP-3E.

12. **SDC Credit Calculations.**

12.1. **Included Costs.** The standards for calculating the costs of constructing infrastructure, including both soft and hard construction costs, are standards known to the City and Polygon, and have been used for the calculations herein, against which SDC credits are calculated. Soft costs incurred in connection with the improvements described in this Addendum 4 are included in SDC credits. Polygon shall be treated equitably and consistently with the other developers receiving SDC credits in Villebois, and such soft costs for the purposes of SDC credits shall be calculated as a percentage of construction costs as follows: Design, Engineering, and Surveying, 10%; City Permit Fee, 7%; Geotechnical Inspection, 2%; and Construction Management, 5%, for a total of 24% of construction costs. The Matrix Development Agreement addresses the respective SDC and SDC credit calculations and is to be followed, except as may otherwise be specifically set forth in this Addendum 4. All SDC credits shall be credited to Polygon before Polygon must pay any system development charges for the Bischof/Lund Property lots. That is, upon completing an infrastructure project and becoming entitled to the applicable SDC credits as provided in this Addendum 4, Polygon may apply, in whole or in part, such applicable SDC credits against the SDC otherwise owed, until such credits may become exhausted, before Polygon is obligated to pay any remaining applicable SDC that may be owed.

12.2 **Excluded Costs.** The parties to this Addendum 4 agree that the various infrastructure costs and SDC credit calculations shall not include the cost of any property or any easement, right of entry, or license for any property necessary to be dedicated to or otherwise transferred by any of the respective parties to this Addendum 4 to the City for the infrastructure improvements, including parks, provided for in this Addendum 4 and which shall be provided to the City without cost to the City. Polygon will not be required to pay for any rights of entry, easements, or dedications.

12.3. **Final Estimates and True Up.** In order to secure a public works permit for the infrastructure provided for herein, plans for the construction of the infrastructure, including parks, must be provided to and approved by the City. In constructing the infrastructure, the approved plans must be followed and, to ensure the cost for providing the infrastructure is reasonable, and thus any credit entitlement is reasonable, Polygon shall provide the construction contract costs to the City as the final estimate for the City's review and approval, which approval shall not be unreasonably withheld. The final cost and SDC credits shall be based on actual costs tried up from the construction contract costs; provided, however, that for any such true-up change cost, the parties must mutually agree they are reasonable.

12.4. **Insurance and Bonds.** Prior to commencement of construction of the infrastructure set forth in this Addendum 4, Polygon must provide to the City performance and payment bonds satisfactory to the City to provide for the respective infrastructure set forth in this Addendum 4. Polygon shall cause the City to be named as an additional insured on the applicable contractor's insurance policy for the construction of the respective infrastructure provided for in this Addendum, in amounts and coverage satisfactory to the City.

13. **GAP Parcel.** Bischof/Lund donated approximately 4.454 acres of land to the URA to be used for parks and open space. This land is referred to as the GAP parcel and it makes up a portion of those parks identified as Regional Parks 7 and 8 in the Revised Villebois Parks Master Plan. The GAP parcel is identified on **Exhibit 2**. Polygon and the URA agree that Polygon will include this area in the design and construction of Regional Parks 7 and 8, subject to the costs incurred by Polygon for all the work described in Section 7 not exceeding the Capped Amount.

14. **Recitals Incorporated.** The recitals set forth above, inclusive of exhibits, are incorporated by reference as general terms of this agreement to provide for the intent of the parties in developing and constructing the specific provisions of the Terms and Conditions of this Addendum No. 4 Agreement.

15. **Miscellaneous.** This Addendum 4 amends the Matrix Development Agreement as specifically set forth herein. Except as set forth in Addendum 4, the Matrix Development Agreement, as previously amended, remains in full force and effect as to the parties to the Matrix Development Agreement.

16. **Assignment.** Polygon shall have the right to assign, without release, this Addendum No. 4 to an affiliate of Polygon, including Polygon at Villebois, L.L.C. An affiliate

of Polygon is defined as any entity that is managed or controlled by the same people who manage Polygon.

17. **SDC Adjustments.** All references to SDCs in this Addendum 4 are references to system development charges established for the 2011-2012 fiscal year. Those charges are subject to adjustment on an annual basis proportionate to the changes in the Seattle Engineering Record's published construction cost index.

18. **Notices.** All notices, demands, consents, approvals, and other communications which are required or desired to be given by either party to the other hereunder shall be in writing and shall be faxed, hand delivered, or sent by overnight courier or United States Mail at its address set forth below, or at such other address as such party shall have last designated by notice to the other. Notices, demands, consents, approvals, and other communications shall be deemed given when delivered, three days after mailing by United States Mail, or upon receipt if sent by courier; provided, however, that if any such notice or other communication shall also be sent by telecopy or fax machine, such notice shall be deemed given at the time and on the date of machine transmittal.

To City: Michael E. Kohlhoff  
City Attorney  
City of Wilsonville  
29799 SW Town Center Loop East  
Wilsonville OR 97070

To Polygon: Polygon Northwest Company, L.L.C.  
Attn: Fred Gast  
109 E. 13th Street  
Vancouver WA 98660

With a copy to: Radler White Parks & Alexander LLP  
Attn: Barbara Radler  
111 SW Columbia Street, Suite 1100  
Portland, OR 97201

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first written above.

POLYGON NORTHWEST COMPANY, L.L.C.

CITY OF WILSONVILLE

By: Brentview, Inc., its Manager

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
As Its: \_\_\_\_\_

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: City Manager

THE URBAN RENEWAL AGENCY OF THE  
CITY OF WILSONVILLE

By: \_\_\_\_\_  
Bryan Cosgrove  
As Its: Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael E. Kohlhoff, OSB #690940  
City Attorney



## EXHIBIT 1

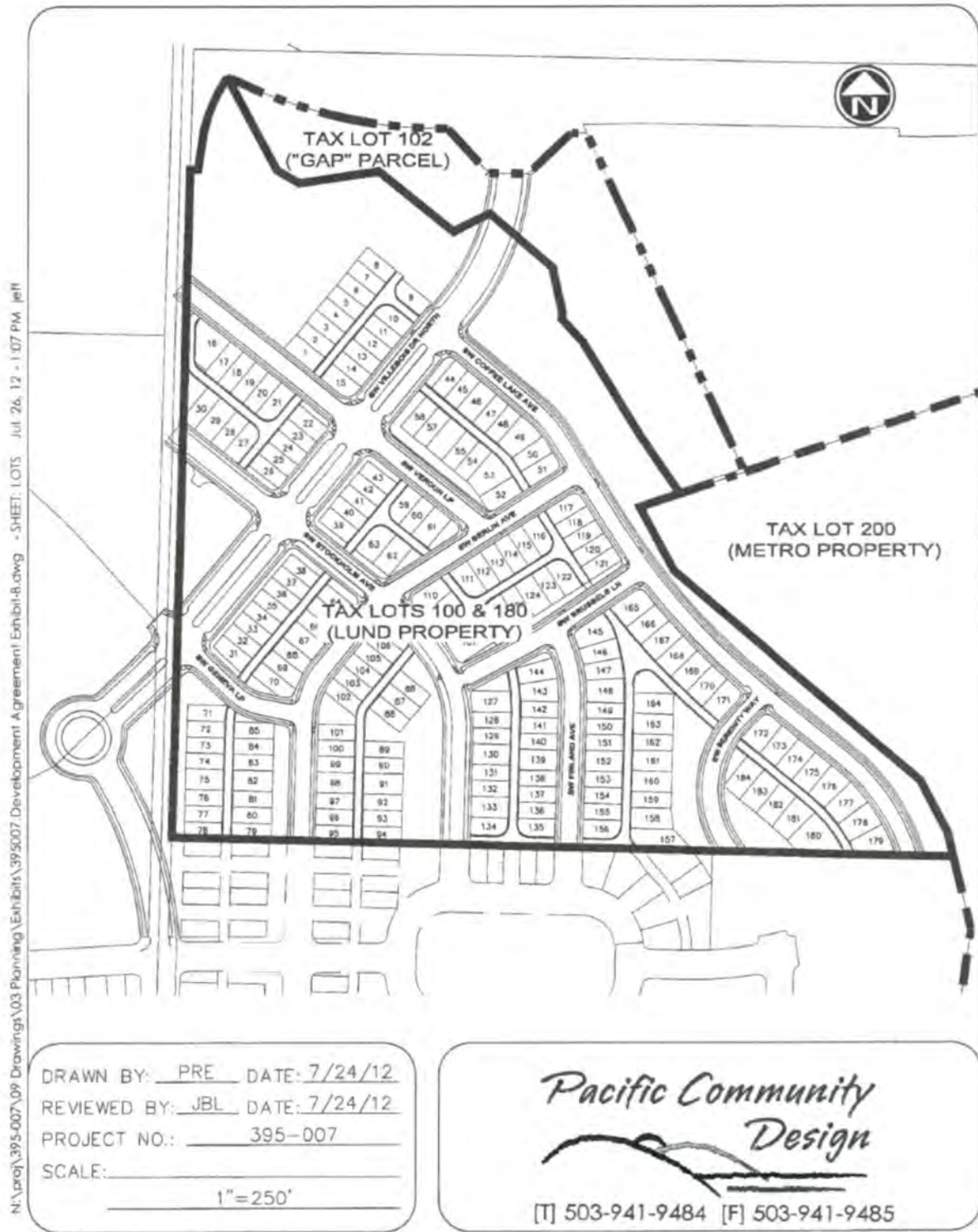
The land bounded by a line beginning South 24-1/2 ° East 14.96 chains from the Northeast corner of Section 15, in Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon, in the center of L.A. Seely's main ditch; thence South 70-1/2°West, 14.64 chains to the Northwest corner of R.I. Seely's land; thence South 35°East, 2 chains on the West side of said land; thence South 52° East, 8.97 chains on the West side of said land; thence South 10°East, 2 chains on the West line of said land; thence West, 22.50 chains to the East line of the Donation Land Claim of Samuel B. Franklin; thence North on said East line, 22.64 chains to the Southwest corner of George B. Seely's land; thence East, 24.37 chains to the center of said L.A. Seely's main ditch; thence South 20-1/2° East on the center line of said main ditch to the place of beginning.

ALSO a strip of land (hiatus) situated in the Northeast one-quarter of Section 15 and the Northwest one-quarter of Section 14, Township 3 South, Range 1 West of the Willamette Meridian, in the City of Wilsonville, County of Clackamas and State of Oregon; said strip of land (hiatus) lies Northerly of that certain tract of land conveyed to John and Rose Boston as described in Book 205, Page 458 and Book 319, Page 427 and lies Southerly of that certain tract of land conveyed to H.V. Rand, et ux, described in Book 143, Page 49, Deed Records, Clackamas County, Oregon; the Northerly line of said Boston Tract being described as follows:

Beginning at the Northwest corner of said Boston Tract, which Northwest corner is in the Easterly line of the Samuel Franklin Donation Land Claim No. 50 and bears North 00°00'00" East, 1698.90 feet from the South east corner of the Samuel Franklin Donation Land Claim No. 50; thence leaving said Easterly line, North 89°56'00" East parallel with the Northerly boundary of the R.V. Short Donation Land Claim a distance of 20.00 feet to a 5/8 inch iron rod in the Easterly right-of-way line of Brown road (County Road No. 355); thence continuing along said Northerly boundary of the Boston Tract, North 89°56'00" East (P.S. 21365 Records of Surveys, Clackamas County), 1403.07 feet to a 5/8 inch iron rod in the Easterly line of said Section 15, Township 3 South, Range 1 West; thence continuing North 89°56'00" East along the Northerly boundary of the Boston Tract (P.S. 21365 Record of Surveys, Clackamas County) parallel with said Northerly line of the R.V. Short Donation Land Claim, 132.36 feet to a 5/8 inch iron rod at the Northeasterly corner of the herein described tract, which Northeasterly corner is in the Westerly boundary of the R.I. Seely Tract as described in Book 43, Page 54, Deed Records, Clackamas County, Oregon.

EXCEPTING THEREFROM Those tracts deeded to The Urban Renewal Agency of the City of Wilsonville, by Deed recorded August 11, 2006, Fee No. 2006-073989 , 2006-073990 and 2006-073991.

EXHIBIT 2



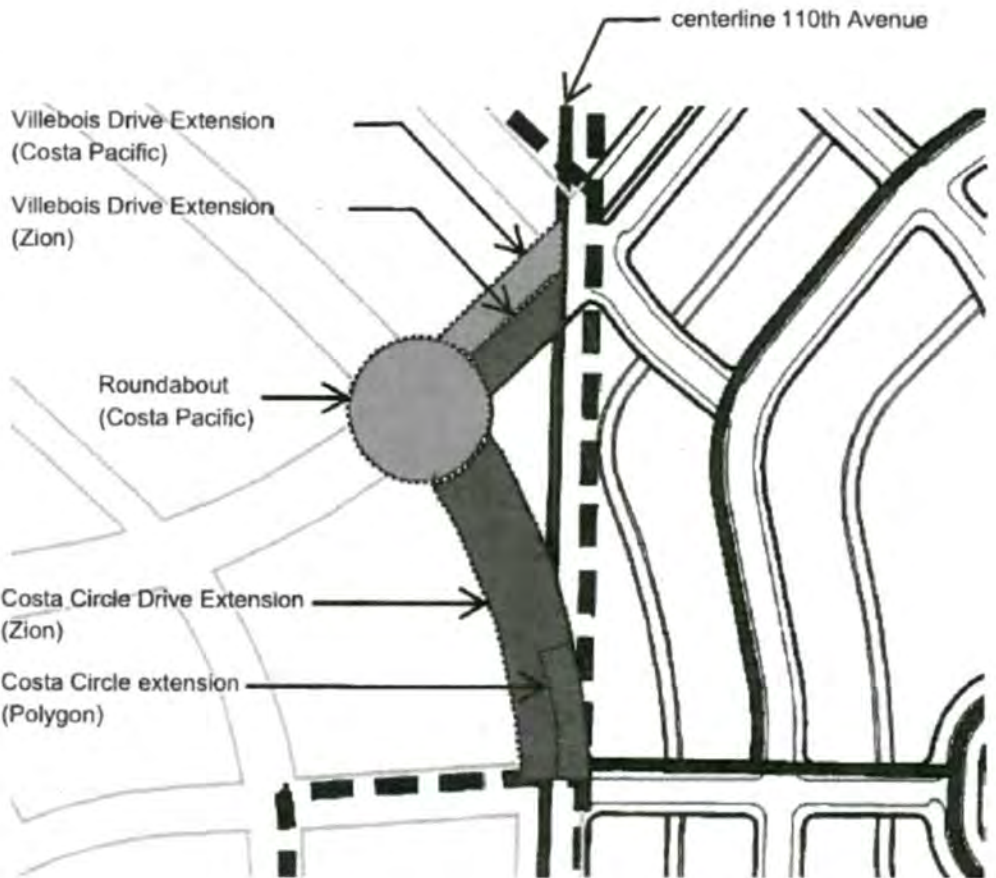
N:\proj\395-007\09 Drawings\03 Planning\Exhibits\395007 Development Agreement Exhibit-8.dwg - SHEET: LOTS Jul 26, 12 - 1:07 PM jeff

DRAWN BY: PRE DATE: 7/24/12  
 REVIEWED BY: JBL DATE: 7/24/12  
 PROJECT NO.: 395-007  
 SCALE: 1" = 250'

*Pacific Community Design*

[T] 503-941-9484 [F] 503-941-9485

**EXHIBIT 3**



## EXHIBIT 4

### Supplemental I-5/Wilsonville Road Fee

pay supplemental fee for 184 lots at \$690/DU (\$127K).

Fee	Rate	Units	Cost
I-5/Wilsonville Rd	184	690	126,960
<b>Total</b>			<b>126,960</b>

### Villebois Drive extension north of Coffee Lake Drive to Boeckman

Polygon to build from Coffee Lake Drive to existing roundabout on Boeckman (\$250K), receive road SDC credit for all costs (\$250K). City to dedicate required right of way and construction easements.

Road	Length	Cost per ft.	Cost
Villebois Drive	310	650	201,500
soft cost/cont		24%	48,360
<b>Total</b>	<b>310</b>		<b>249,860</b>

### Villebois Drive extension from 110th Avenue to Coffee Lake Drive

Polygon to build from Coffee Lake Drive to 110th Ave., receive road SDC credit for 12 feet additional paving width and addition paving depth for remainder of paving (\$69K).

Item	Quantity (sf)	Unit price	Cost
Extra paving Width	10,260	2.00	20,520
Extra Paving depth	10,260	1.33	13,646
Extra Base Rock	42,750	0.50	21,375
soft cost/cont		24%	13,330
<b>Total</b>	<b>10,260</b>		<b>68,871</b>

### Villebois Drive/Costa Circle extension and roundabout

Costa / Zion to dedicate required right-of-way and construction easements, Polygon to build (\$659K), Costa to waive Costa portion of MP Fee (\$127K), Polygon to receive road SDC credit for remaining offsite portion (\$474K), Costa / Zion reimburse City with supplemental fee at future building permits (\$181K Costa, \$293K Zion).

Road	Length	Cost per ft.	Cost
Villebois Drive	150	650	97,500
Roundabout		200,000	200,000
Costa Circle	360	650	234,000
<b>Const. Total</b>			<b>531,500</b>
Soft Cost/Cont		24%	127,560
<b>Project Cost</b>			<b>659,060</b>

Costa Pacific Items	Cost	%	Cost
Villebois Drive	97,500	50%	48,750
Roundabout	200,000	100%	200,000
Costa Circle	234,000	0%	0
<b>Const. Total</b>			<b>248,750</b>
Soft Cost/Cont		24%	59,700
<b>Total Costa Cost</b>			<b>308,450</b>
Less Master Plan Fee			-126,960
<b>Costa Reimbursement</b>			<b>181,490</b>

Zion Items	Cost	%	Cost
Villebois Drive	97,500	50%	48,750
Roundabout	200,000	0%	0
Costa Circle	234,000	80%	187,200
<b>Const. Total</b>			<b>235,950</b>
Soft Cost/Cont		24%	56,628
<b>Total Zion Reimbursement</b>			<b>292,578</b>

Polygon Items	Cost	%	Cost
Villebois Drive	97,500	0%	0
Roundabout	200,000	0%	0
Costa Circle	234,000	20%	46,800
<b>Const. Total</b>			<b>46,800</b>
Soft Cost/Cont		24%	11,232
<b>Total Polygon Cost</b>			<b>58,032</b>

**Coffee Lake Drive thru property**

Polygon to build within the property, receive Road SDC credits for Paving wider than 20 feet a the easterly curb (88K).

Item	Quantity (sf)	Unit price	Cost
Extra paving Width	12,240	2.00	24,480
Rock	12,240	1.33	16,279
easterly curb	2,040	15.00	30,600
soft cost/cont		24%	17,126
<b>Total</b>	<b>12,240</b>		<b>88,485</b>

**Coffee Lake Drive 15-inch Sewer**

Polygon to build thru property (\$685K), receive sewer SDC credit for oversizing from 8" to 15" (\$145K), and pay south portion late comer fee (50K).

Project cost:

Length	Cost	Cost per lf
South Portion		
1,779	597,143	335.66
North Portion		
2,040	684,750	335.66

North Portion SDC Credit

Item	Quantity (sf)	Unit price	Cost
Oversize from 8" to 15"	2,040.00	57.50	117,300
Soft Cost	117,300.00	24%	28,152
<b>Total</b>			<b>145,452</b>

South Late-comer Fee:

Area	Amount	Fee
Lund	50,203.72	50,204

**Villebois Drive 18-inch Waterline**

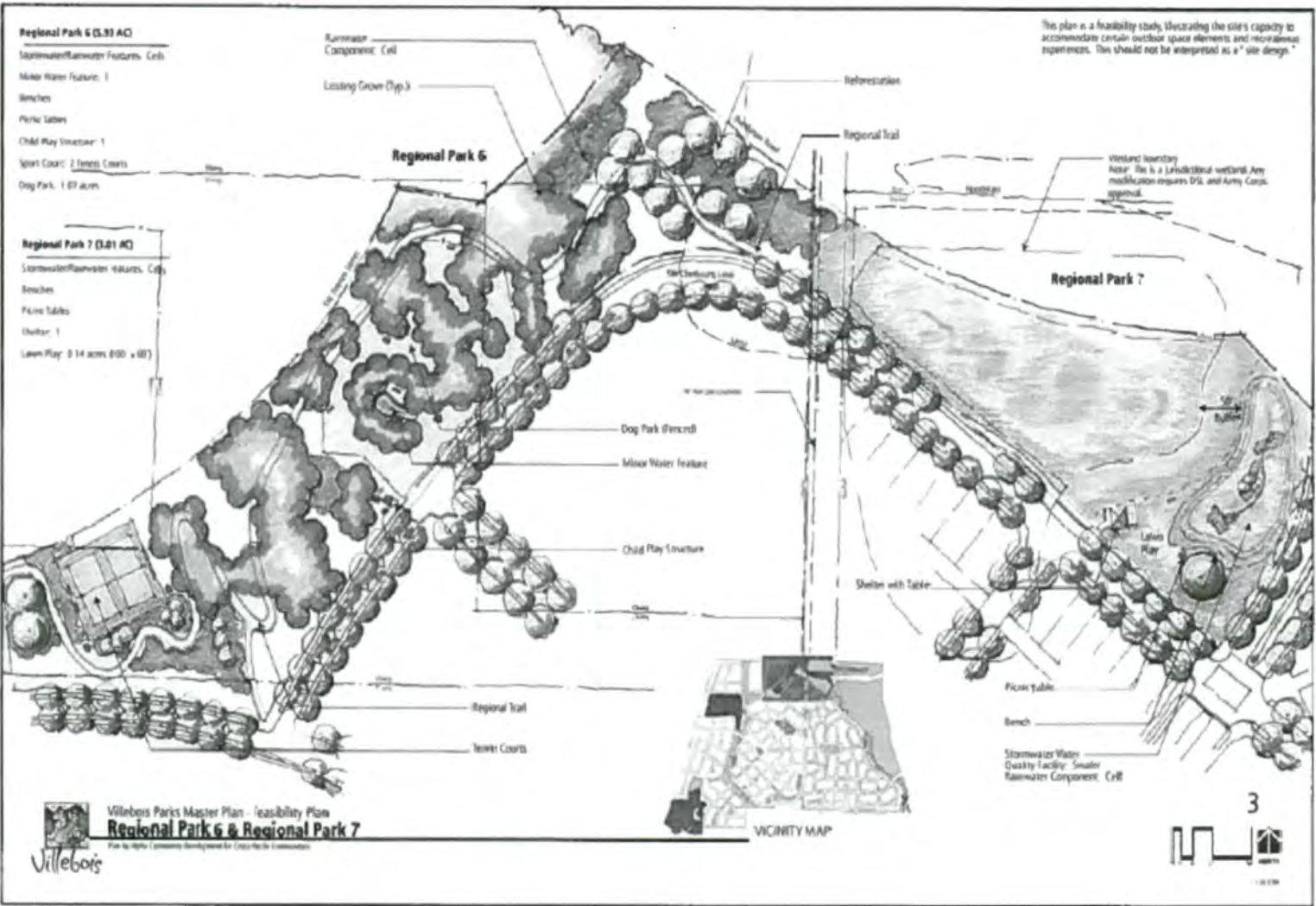
Polygon build from Coffee Lake Drive to 110th (\$106K), receive SDC credit for oversize from 12-in to 18-inch ( \$32K).

Item	Quantity (lf)	Unit price	Cost
18-inch line	855	100.00	85,500
soft cost/cont			20,520
<b>18-inch total</b>			<b>106,020</b>
12 -inch line	855	70.00	59,850
soft cost/cont			14,364
<b>12-inch total</b>			<b>74,214</b>
<b>Total Credit</b>			<b>31,806</b>

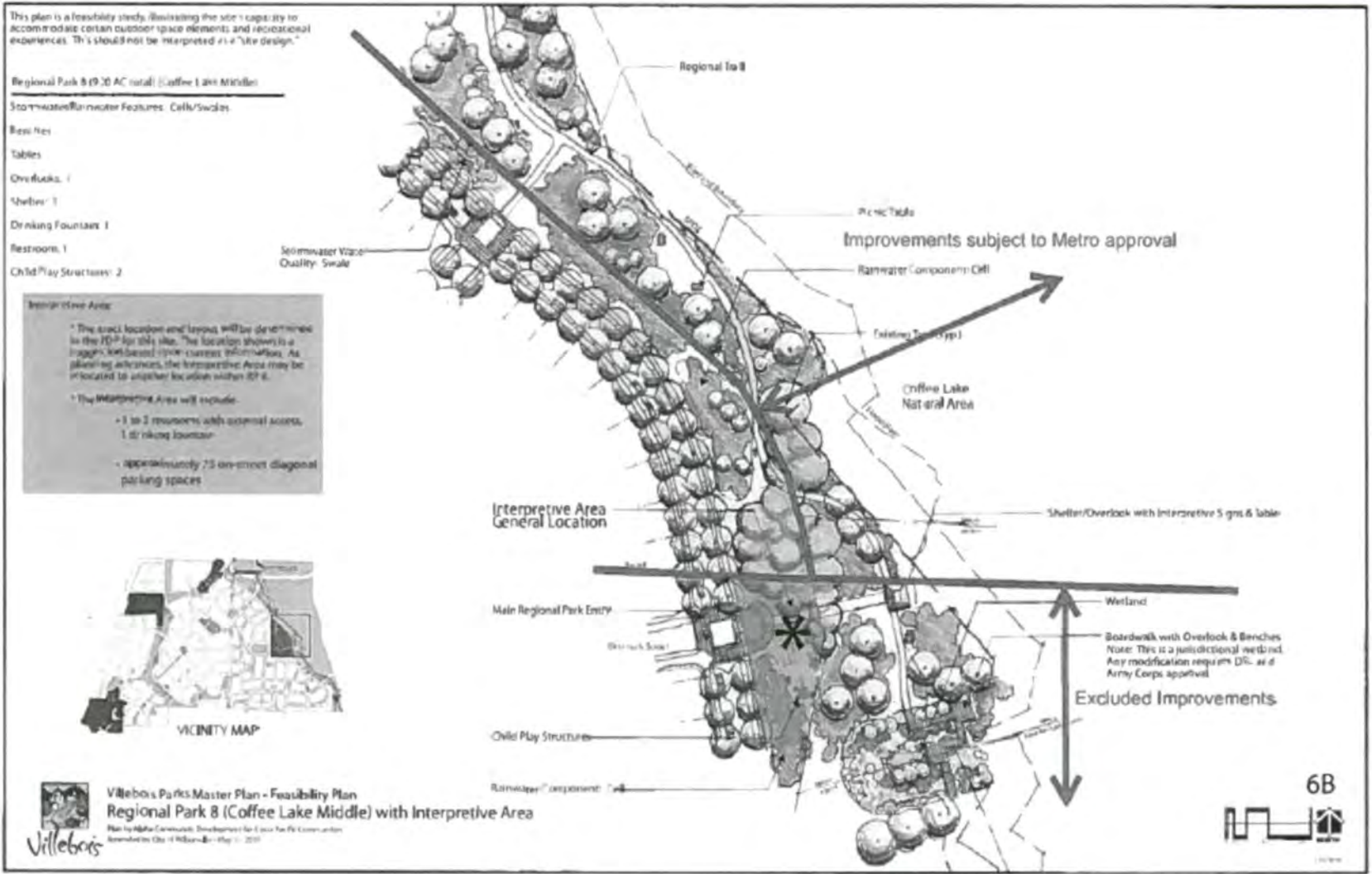
**Master Plan Fee**

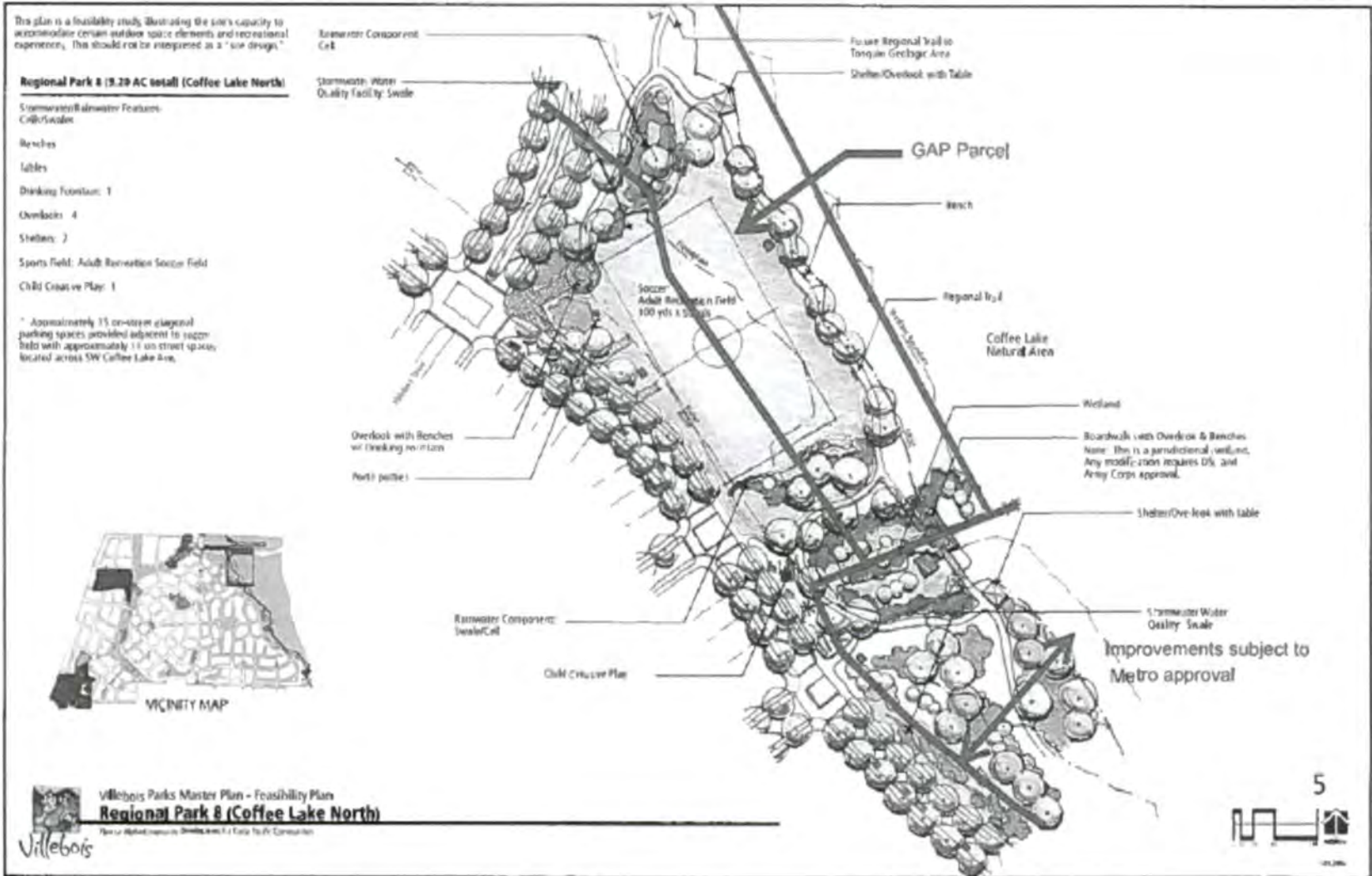
Pay City fee portion (\$39K), use Costa portion (\$127K) to pay for Village Drive/Costa Circle.

Fee	Units	Rate	Cost
MP Fee (Costa)	184	690	126,960
MP Fee (City)	184	210	38,640
<b>Total</b>	<b>184</b>	<b>900</b>	<b>165,600</b>

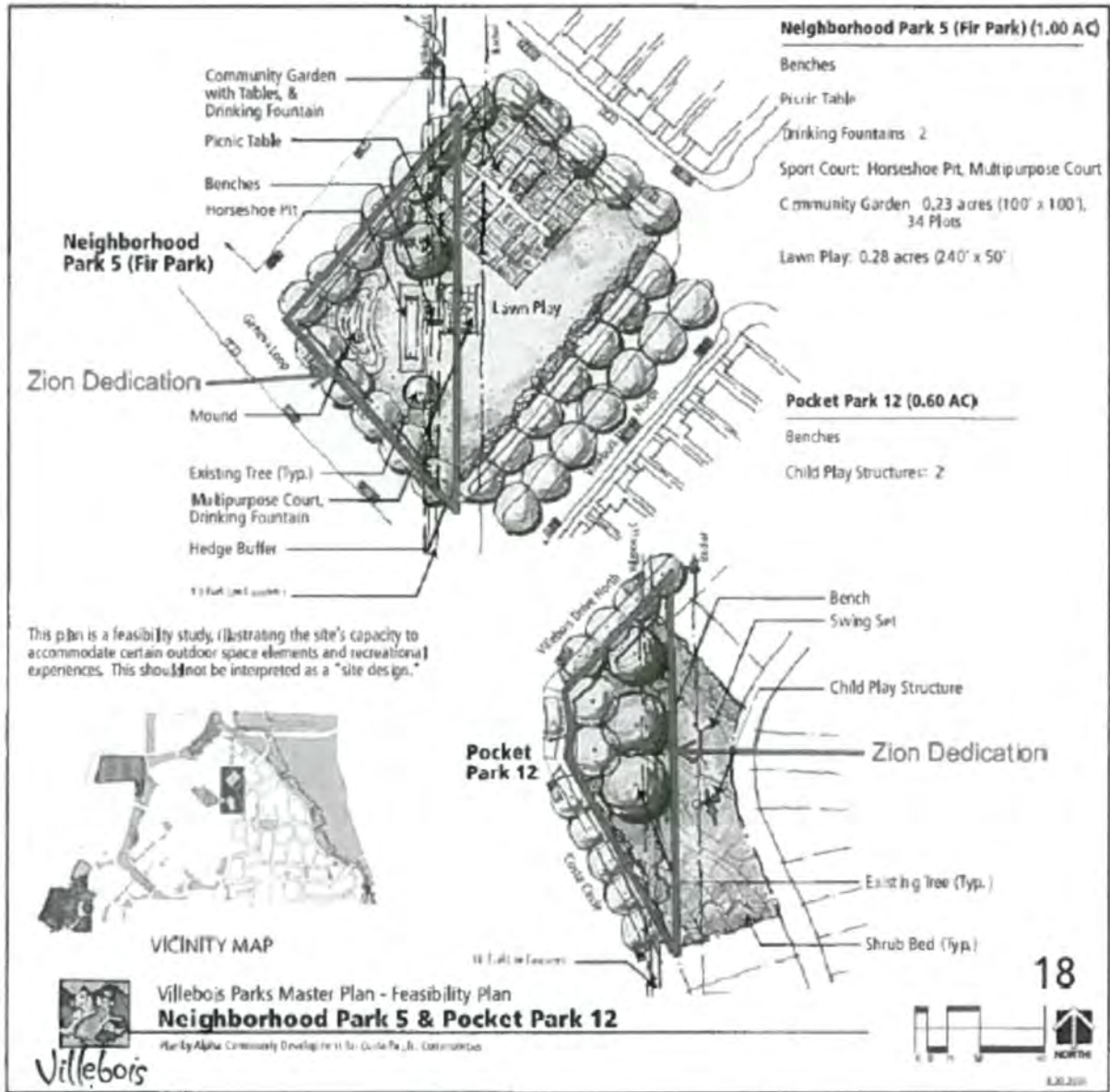








# EXHIBIT 6



This plan is a feasibility study, illustrating the site's capacity to accommodate certain outdoor space elements and recreational experiences. This should not be interpreted as a "site design."

**Pocket Park 9 (0.21 AC)**

Child Creative Play: 1

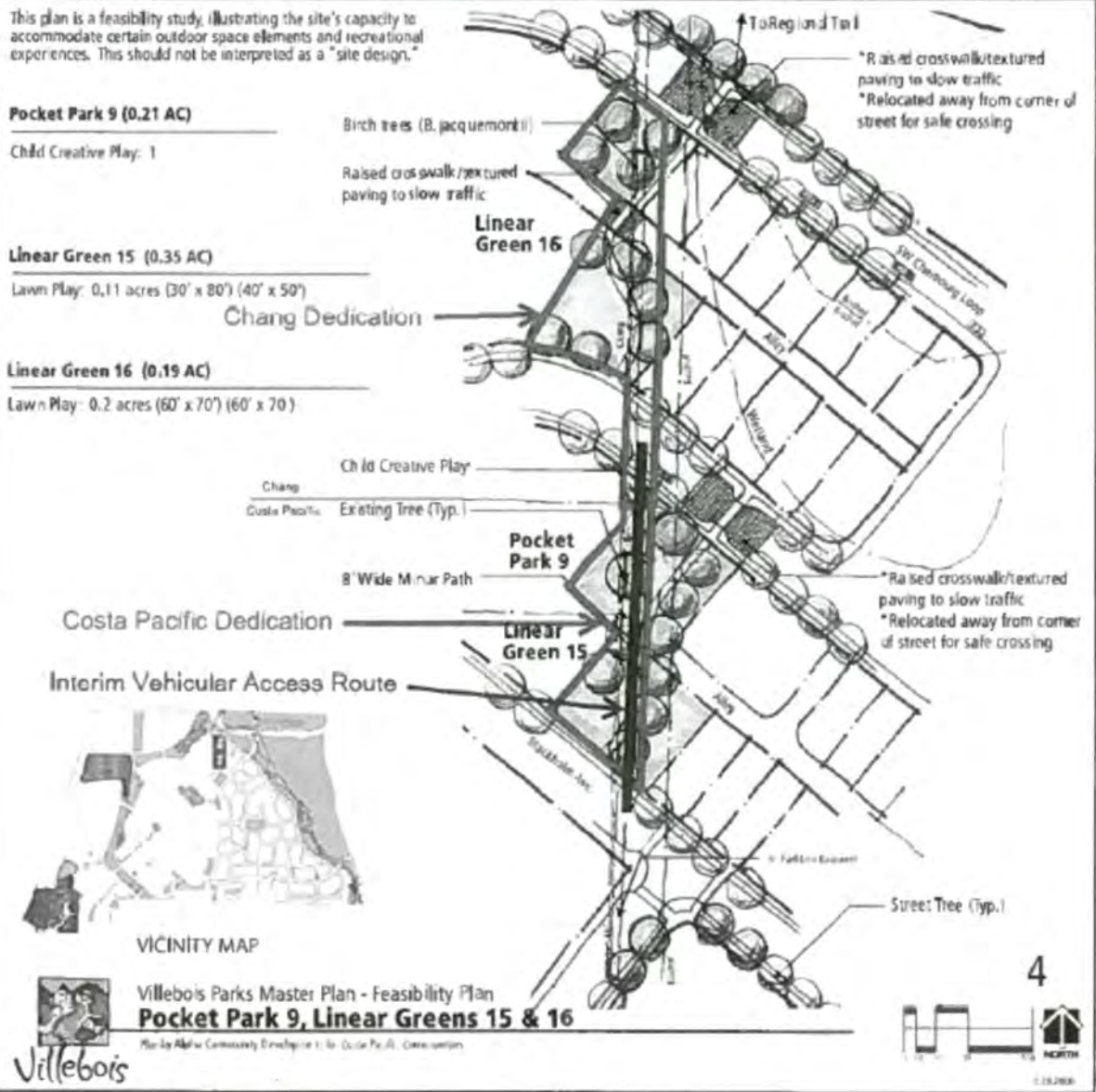
**Linear Green 15 (0.35 AC)**

Lawn Play: 0.11 acres (30' x 80') (40' x 50')

Chang Dedication

**Linear Green 16 (0.19 AC)**

Lawn Play: 0.2 acres (60' x 70') (60' x 70')



VICINITY MAP



Villebois Parks Master Plan - Feasibility Plan  
**Pocket Park 9, Linear Greens 15 & 16**

Plan by A&P Community Environments for Costa Pacific Corporation



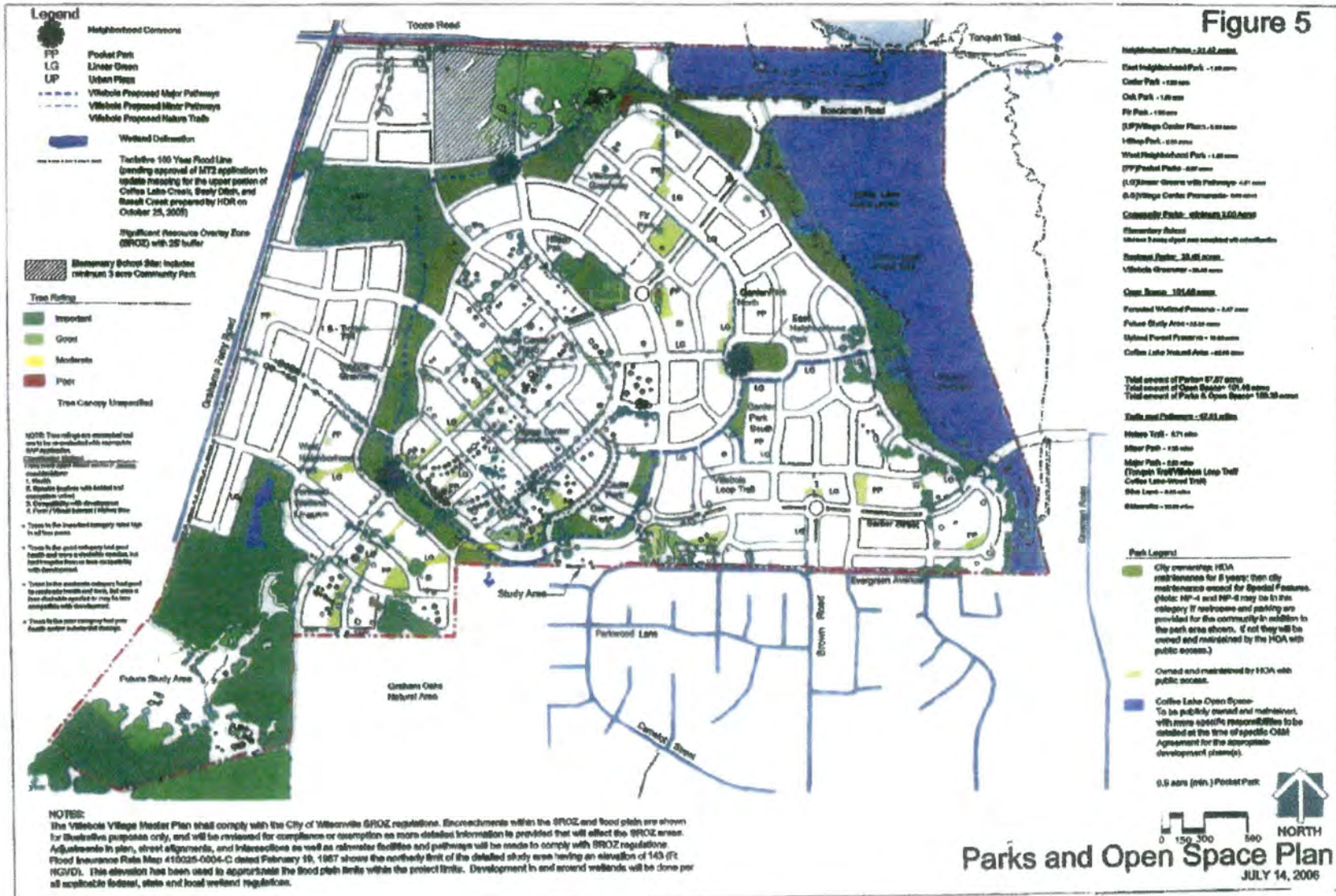


Figure 5A

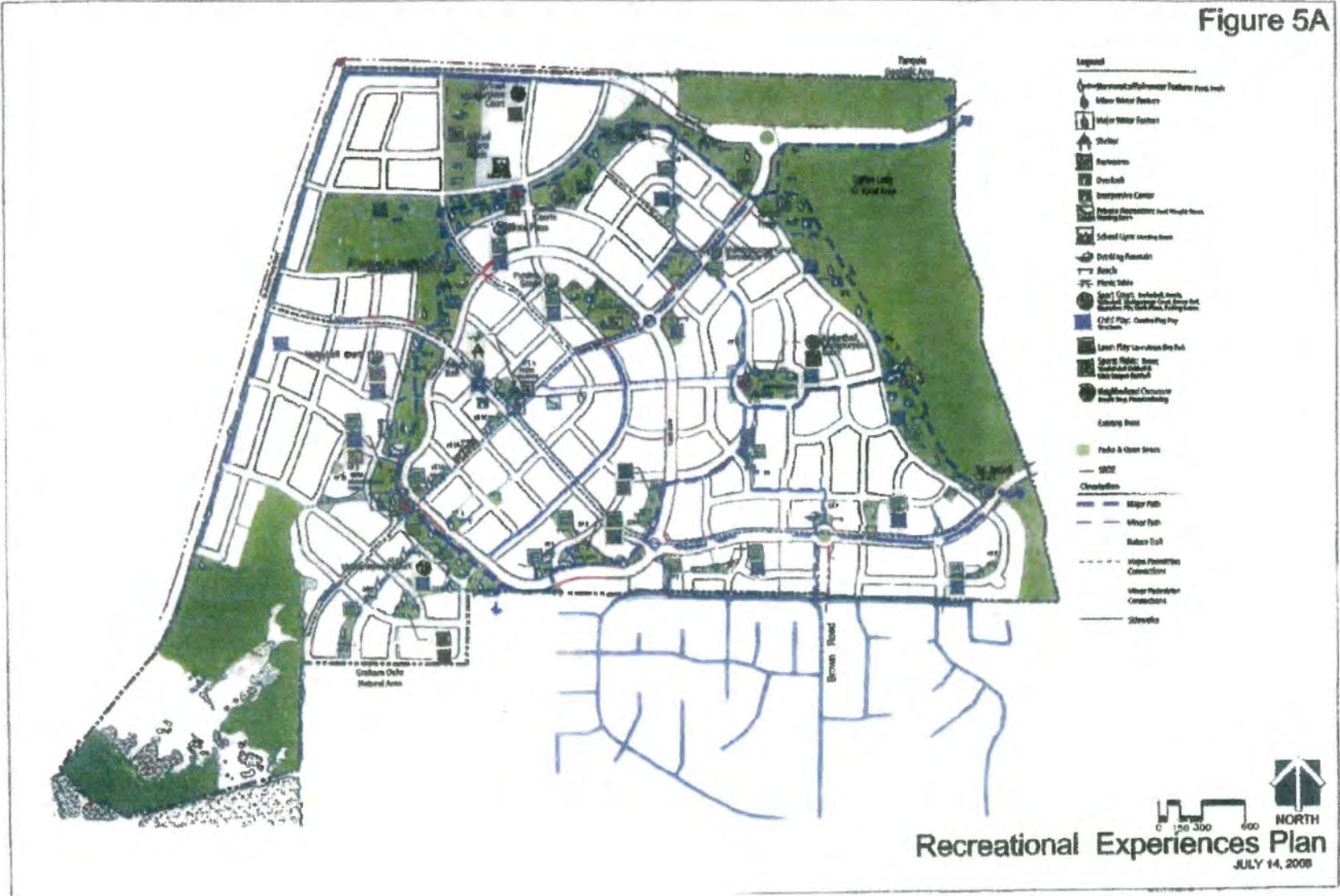


EXHIBIT 2

Figure 5B

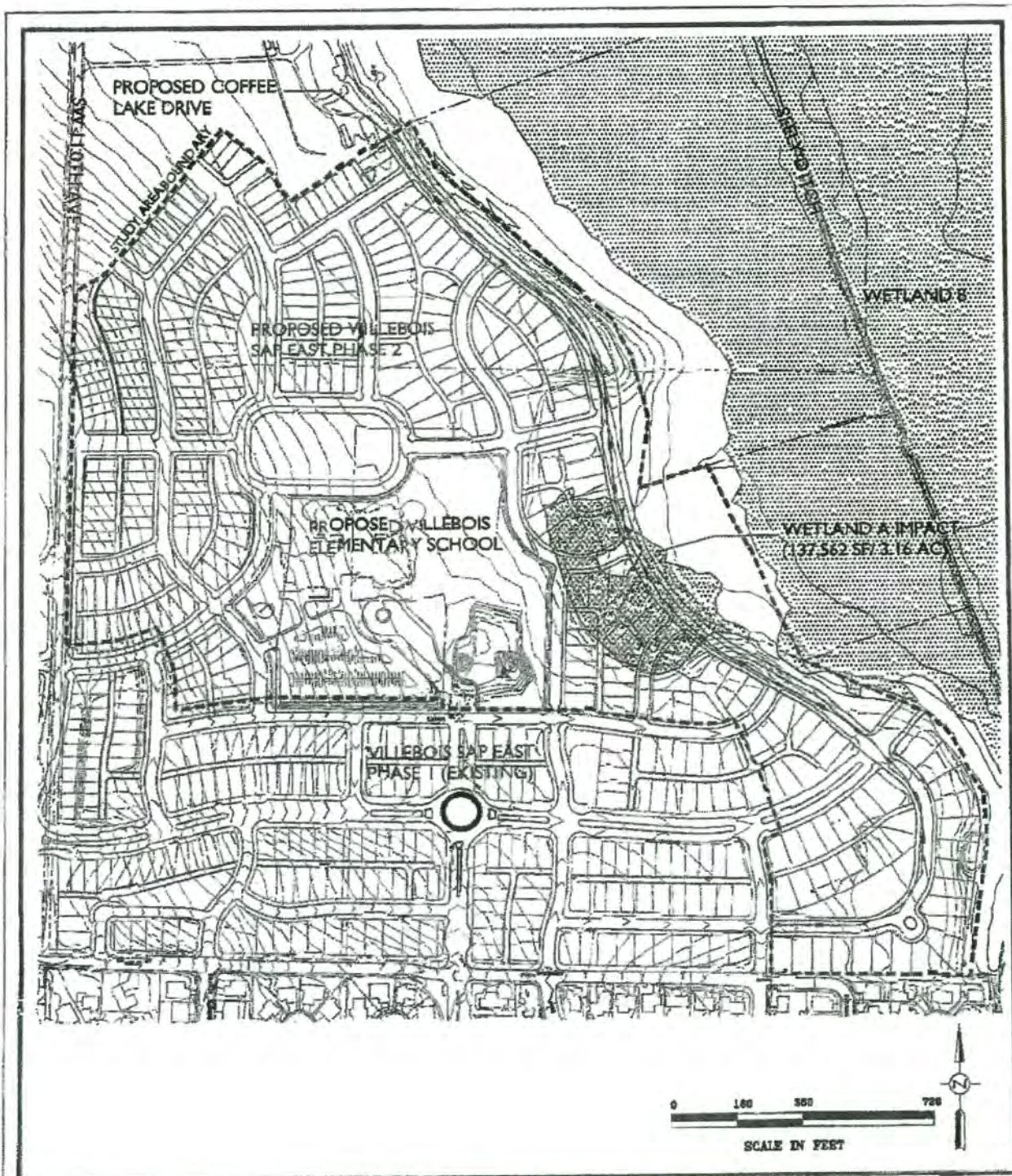


- LEGEND**
- NP Neighborhood Parks
  - PP Pocket Parks
  - LG Linear Green
  - RP Regional Parks
  - OS Open Space
  - CP Community Park
  - Major Trail
  - Significant Resource Overlay Zone (SROZ) with 25' Buffer



**Parks & Open Space Categories**  
 MARCH 13, 2008

EXHIBIT 2



3/19/10  
4573



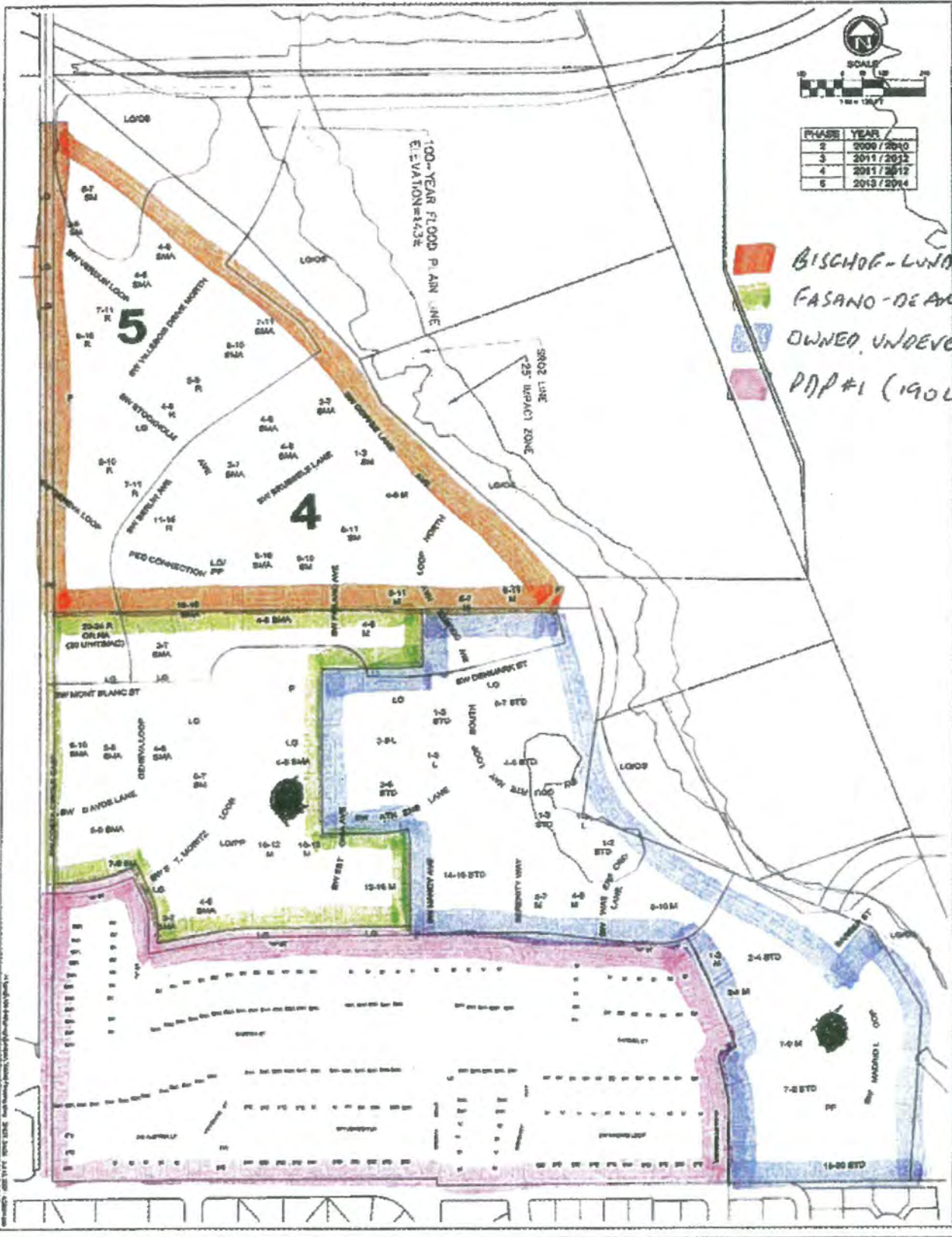
Pacific Habitat Services, Inc.

Proposed site plan and wetland impacts at Villebois SAP East Phase 2 planning area in Wilsonville, Oregon. Provided by City of Wilsonville, 2010.

FIGURE

5





PHASE	YEAR
2	2008 / 2010
3	2011 / 2012
4	2013 / 2014
5	2015 / 2016

- BISCHOF-LUND
- FASANO-DEARMOND
- OWNED, UNDEVELOPED
- PDP#1 (190 LOTS)

PHASING  
PLAN

VILLEBOIS  
SAP EAST

DATE: 11/11/10  
DRAWN BY: J. GARDNER  
CHECKED BY: J. GARDNER

SAP East	PARK COST	LEAD	Property Owner
Neighborhood Park 5 (Fir Park) 41%	\$ 84,085	PRIVATE	Bischof/Lund
Neighborhood Park 6 (East Neighborhood Park):	\$ 481,715	CITY	De/Fasano&Wachovia
Regional Park 7:	\$ 252,317	CITY	Bischof/Lund
Regional Park 8:	\$ 3,254,379	CITY	Wachov/Bischof/Lund
Linear Green 7:	\$ 80,315	PRIVATE	Matrix
Linear Green 15:	\$ 1,959	PRIVATE	Bischof/Lund
Pocket Park 6:	\$ 177,539	PRIVATE	Matrix
Pocket Park 8:	\$ 119,327	PRIVATE	Wachovia
Pocket Park 9:	\$ 14,423	PRIVATE	Bischof/Lund
Pocket Park 10:	\$ 152,511	SCHOOL	De/Fasano
Pocket Park 12:	\$ 25,894	PRIVATE	Bischof/Lund
Pocket Park 13:	\$ 192,829	PRIVATE	Wachovia
<b>SAP East Total</b>	<b>\$ 4,837,293</b>		
<b>Total</b>	<b>\$ 4,837,293</b>		
Linear Green 16 (omitted in calcs)		PRIVATE	Bischof/Lund
Linear Green 17 (omitted in calcs)		PRIVATE	Wachovia
Pocket Park 11 (omitted in calcs)		PRIVATE	De/Fasano/Bis/Lund

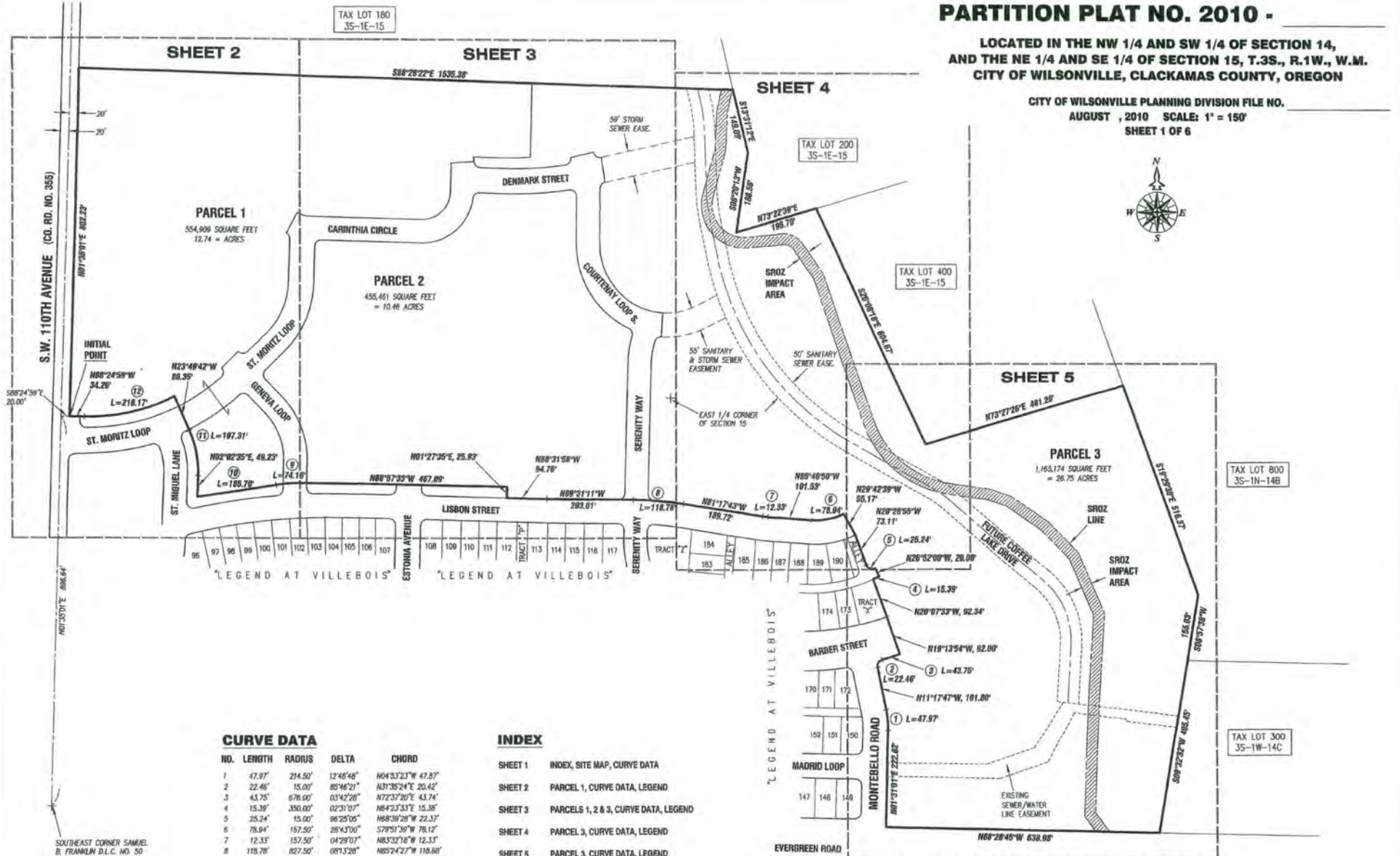
EXHIBIT 7

EXHIBIT 4

# PARTITION PLAT NO. 2010 -

LOCATED IN THE NW 1/4 AND SW 1/4 OF SECTION 14,  
AND THE NE 1/4 AND SE 1/4 OF SECTION 15, T.3S., R.1W., W.M.  
CITY OF WILSONVILLE, CLACKAMAS COUNTY, OREGON

CITY OF WILSONVILLE PLANNING DIVISION FILE NO.  
AUGUST , 2010 SCALE: 1" = 150'  
SHEET 1 OF 6



### CURVE DATA

NO.	LENGTH	RADIUS	DELTA	CHORD
1	47.97'	214.50'	12°48'48"	N04°33'23"W 47.87'
2	22.46'	15.00'	85°46'21"	N31°35'24"E 20.42'
3	43.75'	676.00'	03°42'28"	N72°33'20"E 43.74'
4	15.39'	350.00'	02°31'07"	N64°23'33"E 15.38'
5	25.24'	15.00'	96°25'05"	N68°39'28"W 22.37'
6	78.94'	157.50'	28°43'00"	S79°51'39"W 78.12'
7	12.33'	157.50'	04°29'07"	N83°32'16"W 12.33'
8	118.76'	827.50'	08°13'28"	N85°24'27"W 118.80'
9	74.16'	416.00'	10°12'48"	S85°50'03"W 74.06'
10	185.70'	10289.83'	01°52'02"	S81°20'40"W 185.70'
11	107.31'	237.65'	25°52'18"	N10°53'34"W 106.40'
12	218.17'	435.50'	28°42'12"	S77°13'56"W 215.80'

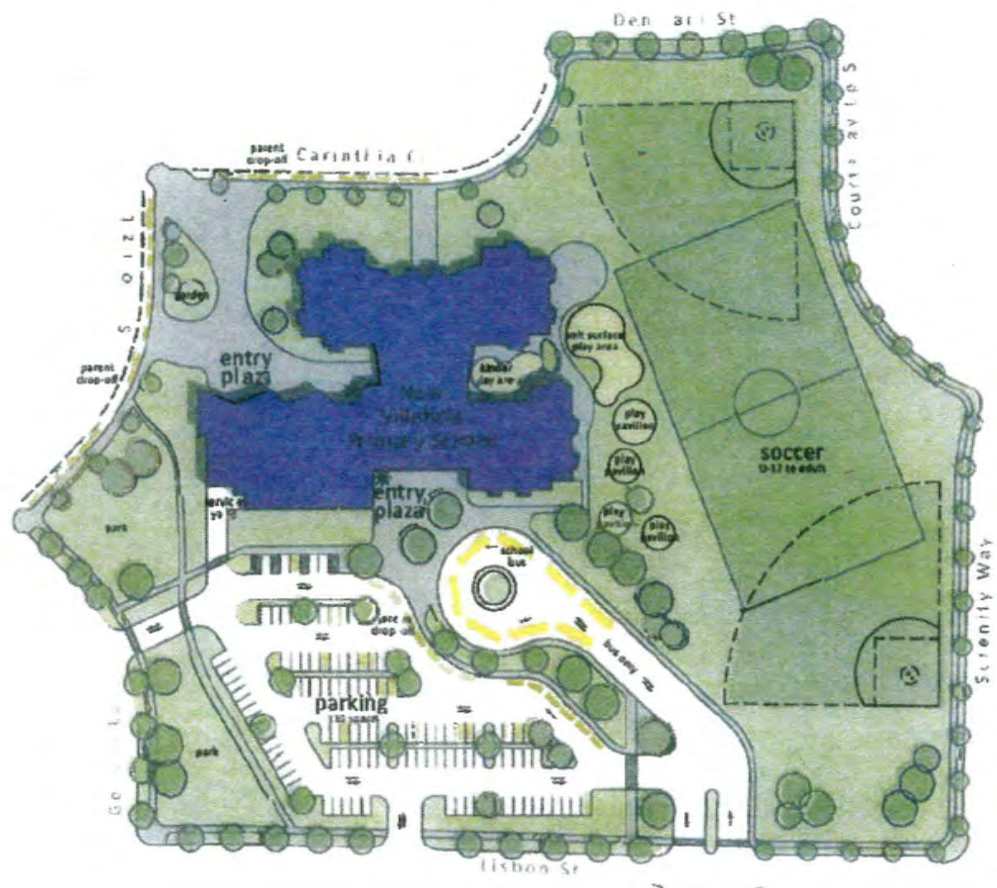
### INDEX

- SHEET 1 INDEX, SITE MAP, CURVE DATA
- SHEET 2 PARCEL 1, CURVE DATA, LEGEND
- SHEET 3 PARCELS 1, 2 & 3, CURVE DATA, LEGEND
- SHEET 4 PARCEL 3, CURVE DATA, LEGEND
- SHEET 5 PARCEL 3, CURVE DATA, LEGEND
- SHEET 6 APPROVALS, SURVEYOR'S CERTIFICATE, NARRATIVE DECLARATION, ACKNOWLEDGMENTS, RESTRICTIONS

REGISTERED PROFESSIONAL LAND SURVEYOR  
*Michael A. Rademacher*  
OREGON  
JULY 16, 1987  
MICHAEL A. RADEMACHER  
2303

ENGINEER/SURVEYOR  
COMPASS ENGINEERING  
4105 INTERNATIONAL WAY, SUITE 501  
MILWAUKIE, OREGON 97222  
PHONE: 503-653-0093  
6788 Part.dwg (MMM)  
JOB NO. 6788 (PARTITION)

DATE OF SIGNATURE: 9-9-10  
EXPIRES: 12/31/2010



scale: 1:100

**New Vilebois Primary School**  
**West Linn Wilsonville School District**  
 222 N. 1st Street, Suite 100  
 West Linn, Oregon 97146  
 P: 503.655.3000  
 F: 503.655.3001

phase | 2D  
 date | 02/20/10  
 project | 00000  
 address | At Site



**BULL O'BOY WESKES**  
 architects inc.

1010 S. W. 1st Street, Portland, Oregon 97204  
 P: 503.255.4889 / 503.255.7037 / 503.255.4889

## ORDINANCE NO. 712

### AN ORDINANCE AMENDING CITY OF WILSONVILLE PARK RULES TO PROHIBIT SMOKING OR OTHER USE OF TOBACCO ON ALL CITY PARK PROPERTY, PARK FACILITIES AND BUILDINGS

WHEREAS, the City Council has received information regarding the benefits of prohibiting smoking or other use of tobacco on all City park property, park facilities and buildings;

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

1. Wilsonville Code, Parks and Playgrounds, § 3.000, Rules and Regulations, is amended by adding the following subsection:

“(31) Smoking or the use of tobacco products is prohibited on all City park property, park facilities and buildings. ‘Tobacco products’ includes any tobacco cigarette, cigar, pipe tobacco, smokeless tobacco, chewing tobacco, or any other form of tobacco which may be used for smoking, chewing, inhalation, or other means of ingestion.”

2. Wilsonville Code, Parks and Playgrounds, § 3.030(2), Enforcement and Penalty, subsection (2) shall be amended as follows:

“2.1 The reference in subsection (2) to Section 1.102 shall be corrected to read Section 1.012.

“2.2 There shall be added to subsection (2) the following last sentence: ‘Provided, further, a conviction for violation of Section 3.000(31) shall only be punished as a violation pursuant to Section 1.012.’”

3. This ordinance is effective upon adoption.

SUBMITTED to the Wilsonville City Council and read for the first time at a regular meeting thereof on the 17th day of December, 2012, commencing at the hour of 7 p.m. at the Wilsonville City Hall, 29799 Town Center Loop East, Wilsonville, Oregon, and scheduled for second reading on January 7, 2013.

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

ENACTED by the City Council on the \_\_\_\_ day of \_\_\_\_\_, 2013, by the following votes:            Yes: \_\_\_\_            No: \_\_\_\_

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

DATED and signed by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
TIM KNAPP, MAYOR

**SUMMARY OF VOTES:**

- Mayor Knapp
- Councilor Goddard
- Councilor Starr
- Councilor Fitzgerald
- Councilor Stevens

## MEMORANDUM

TO: Honorable Mayor and City Council

FROM: Michael E. Kohlhoff, City Attorney

DATE: January 4, 2013

RE: Explanatory Statement for the Measure Captioned "Business Incentive Program for Investment and Job Creation by Manufacturers"

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ORS 251.345. Explanatory Statement provides:

"Not later than the date specified by the Secretary of State, in a county that prepares a county voters' pamphlet, the governing body for any electoral district that has referred a measure to the voters shall submit an impartial, simple and understandable statement explaining the measure and its effect."

ORS 251.358 provides discretion in the county clerk to omit the ballot title, explanatory statements, and all arguments supporting or opposing the measure from a county's voters' pamphlet, notwithstanding ORS 251.345.

In checking with the County Clerk, the City Recorder was advised that if there are insufficient measures county-wide submitted by January 10, 2013 for the March vote to support a county voters' pamphlet, then the county clerk may simply provide the explanatory statement as an insert.

Therefore, an Explanatory Statement has been prepared for City Council adoption, which has been drafted as an impartial, simple and understandable statement explaining the measure and its effect. The statement will be rejected if it (a) contains any obscene, profane or defamatory language; (b) incites or advocates hatred, abuse or violence toward any person or group; or (c) contains any language which may not be legally circulated through the mails. The draft Explanatory Statement does not contain this type of material.

Finally, the statement may consist of only words and numbers and may not exceed 500 words. The draft Explanatory Statement meets this criteria.

**RESOLUTION NO. 2394**

**A RESOLUTION AUTHORIZING EXPLANATORY STATEMENT TO BE SUBMITTED FOR BALLOT MEASURE CAPTIONED "BUSINESS INCENTIVE PROGRAM FOR INVESTMENT AND JOB CREATION BY MANUFACTURERS".**

Whereas, pursuant to Resolution No. 2390, adopted December 17, 2012, the City Council referred to the voters a ballot measure to approve or reject the formation of Urban Renewal District Zones to stimulate converting targeted warehouses to manufacturing by partially rebating property tax increment; and

Whereas, pursuant to ORS 251.345, the City Council shall submit an impartial, simple and understandable statement explaining the measure and its effect, provided the statement consists of only words and numbers (ORS 251.395); does not include certain type of material (ORS 251.395) and does not exceed 500 words as required by rules of the Secretary of State; and

Whereas, the City Council finds the Explanatory Statement, marked Exhibit A, attached hereto and incorporated by reference here meets the aforementioned requirements;

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

1. The above recitals are incorporated by reference as if fully set forth here.
2. The Explanatory Statement, marked Exhibit A, attached hereto is incorporated by reference as if fully set forth herein is adopted by the City Council, the City Manager is authorized to be the responsible person for the Explanatory Statement, and the City Recorder, as the City's election officer is authorized to submit the Explanatory Statement to the appropriate county election official for filing.
3. This Resolution shall take effect upon adoption.



ADOPTED by the Wilsonville City Council at a regular meeting thereof the 7<sup>th</sup> day of January, 2013 and filed with the 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

Councilor Goddard

Councilor Starr

Councilor Fitzgerald

Councilor Stevens

Attachment: Explanatory Statement

# CLACKAMAS COUNTY EXPLANATORY STATEMENT FOR COUNTY VOTERS' PAMPHLET

[THIS INTERACTIVE FORM CAN BE FILLED IN ON-LINE]

ELECTION DATE March 12, 2013	MEASURE NUMBER
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BALLOT TITLE CAPTION  
Business Incentive Program for Investment and Job Creation by Manufacturers.

NAME OF PERSON RESPONSIBLE FOR CONTENT OF STATEMENT  
Bryan Cosgrove, City Manager

NAME OF ORGANIZATION PERSON REPRESENTS, IF ANY  
Submitted by the City Council for the City of Wilsonville

TELEPHONE (HOME) 503-570-1504	TELEPHONE (WORK) 503-570-1504
----------------------------------	----------------------------------

FAX NUMBER 503-682-1015	E-MAIL ADDRESS cosgrove@ci.wilsonville.or.us
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TIF

The proposed ballot measure seeks voter input on the creation of a Tax Increment Financing (TIF) Zone (Zone) program that would establish one or more single-property urban renewal TIF Zones. The purpose of these Zones would be to provide targeted economic development incentives through limited property-tax rebates. The objective of the TIF Zone program is to place the City of Wilsonville in a more competitive position in the greater Portland region, the State of Oregon and the global economy in order to gain a greater share of private-sector business investment.

The Zone program was designed to incentivize the private-sector to convert lower-value, vacant or underutilized industrial buildings into higher-value manufacturing sites that give the properties a higher assessed valuation and a larger employment base, at a higher wage level. Based on the company's investment, property valuation should increase and, as a result, property taxes also increase. The program would rebate a portion of any increased property tax payment back to the company, as described below. The program would provide manufacturing businesses with a financial incentive to make the capital investment needed to upgrade large industrial properties into higher-value manufacturing facilities, with the expectation that such investment would result in an increase to property value and an increased number of manufacturing-wage jobs. If the minimum investment is not made, if the property value does not increase, or if the required minimum number of new jobs is not created, as outlined below, then no rebate would be made.

If a company's investment meets the criteria below within the first five years of the life of a given Zone, the Zone could have up to a 10-year term, at which time the Zone would be closed. If the criteria are not met within the first five years, the Zone would automatically be closed. Each Zone would share at least 25% of the increased property tax increment with other taxing districts, such as schools and the fire district, and then rebate the balance of incrementally-paid taxes back to the company. The company would receive a rebate of up to 75% of the increase in property taxes paid as a result of the increased valuation due to the company's investment. Thus, the greater the investment, the greater the rebate.

A

The total word / number count may not exceed 500 words / numbers. Word / number count total: 499

\_\_\_\_\_  
SIGNATURE OF PERSON RESPONSIBLE FOR CONTENT OF STATEMENT

\_\_\_\_\_  
DATE

# COMMUNITY DEVELOPMENT DEPARTMENT

## December 2012

### FROM THE DIRECTOR'S OFFICE

December flew by in the wink of an eye! Even so, the Community Development Department saw some significant milestones for ongoing projects. Highlights include:

1. The City of Wilsonville executed an agreement with the City of Salem to process sludge from our wastewater treatment plant during construction — this will greatly reduce odors that have been experienced by the community.
2. The Policy Advisory Group for the Basalt Creek Transportation Plan unanimously agreed to accept the recommended action plan for transportation investments to serve the Basalt Creek Planning Area.
3. We held our first virtual open house for the Transportation System Plan where we received very valuable feedback that we will incorporate into the plan.
4. Several meetings of the Economic Development Task Force led to a proposal that could allow incentives using tax increment financing zones for large vacant warehouse properties in Wilsonville. The City Council authorized the March 2013 ballot measure at their December 17th meeting.
5. The contract was awarded for the upcoming move to the new SMART fleet center.

This month, I had the pleasure of meeting with the two new councilor members and gave them a snapshot of the Community Development Department—"Who We Are and What We Do."



City-wide staff adopted two local families to add to their holiday cheer. Thanks to our Candi Garrett who organized this activity—and to all for your generous contributions of gifts and food.

Wishing you and yours a very happy holiday and looking forward to an exciting work plan in 2013!

Nancy Kraushaar, PE

# COMMUNITY DEVELOPMENT DEPARTMENT

## December 2012

### **BUILDING DIVISION**

#### Major Development under construction:

Bell Tower (almost complete for Temp. C of O)  
Brenchley Estates Phase 1 North—Multi-family  
City Fleet Building  
Cross Creek Single Family  
DW Fritz - Phase I Temporary C of O  
Villebois Community Clubhouse  
TVFR Building  
Villebois Single Family  
Wastewater Treatment Plant



Villebois Community Clubhouse

### **ENGINEERING DIVISION**

#### **CAPITAL PROJECT UPDATE**

WWTP DBO 2082): Waste Water Treatment Plant DBO: Sludge hauling to the City of Salem began on December 5th, with five tankers per day. CH2M-Hill and their subcontractors are shutting down for the holidays, December 24-January 2. Other construction remains on schedule and on budget.



# COMMUNITY DEVELOPMENT DEPARTMENT

## December 2012

### **CAPITOL PROJECT UPDATE, cont'd**

Kinsman Transmission Main Phase 3b (1055): Council approved easement negotiations on December 3rd. Appraisals are pending.

Boeckman Road Reconstruction (4177): Settlement is being monitored and is progressing slower than anticipated by the geotechnical engineer.

Boeckman Creek Scour Project (7038): DSL & Corps permit submitted for City review. Final design plans in progress.

Parkway Avenue & Boeckman Road Traffic Signal Modifications (4118): Signal Construction Group was successful low bidder. Contract Award and Notice to Proceed to be issued in January 2013.

Autumn Park Sewer (2091): Beginning the easement acquisition process. In-house final design plans are in progress.

BPA—E-Shield Project (4181): Beginning easement acquisition and BPA land use process. Final design plans are complete.

2070 Controller and Communication Traffic Signal Upgrades (4153): Wilsonville Road corridor from Willamette Way East to Town Center Loop East complete. Presently working on Elligsen Road Corridor from Day Road to Canyon Creek Road North.

Piazza at Villebois: First review of construction drawings completed and sent back to design engineer for corrections.

Grahams Ferry Road: Construction completed.

### **ENGINEERING DIVISION**

#### **PRIVATE DEVELOPMENT UPDATE**

Villebois North PDP 1 Phase 1—Polygon NW: Street lights need to be installed and paperwork needs to be finished for the 82-lot subdivision on the west side of Villebois.

Copper Creek Subdivision: Construction completed.



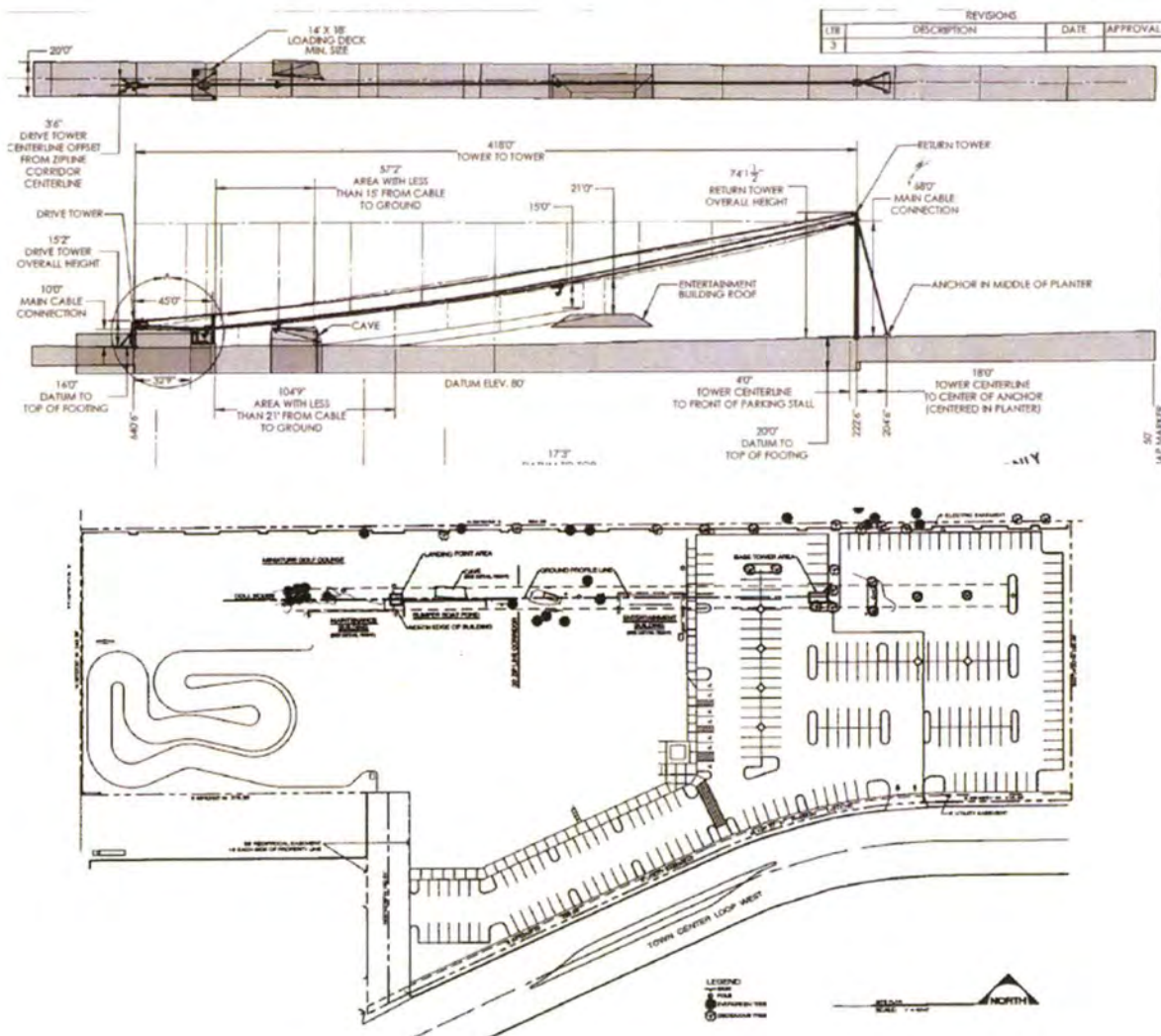
# COMMUNITY DEVELOPMENT DEPARTMENT

## December 2012

### PLANNING DIVISION

#### DEVELOPMENT REVIEW BOARD (DRB) UPDATE:

1. **Wilsonville Family Fun Center** has submitted a site development application for a zip line attraction. Included is a waiver to the maximum 35 foot height restriction to allow an approximately 70 foot high tower within the main parking lot. Case files DB12-0070 through DB12-

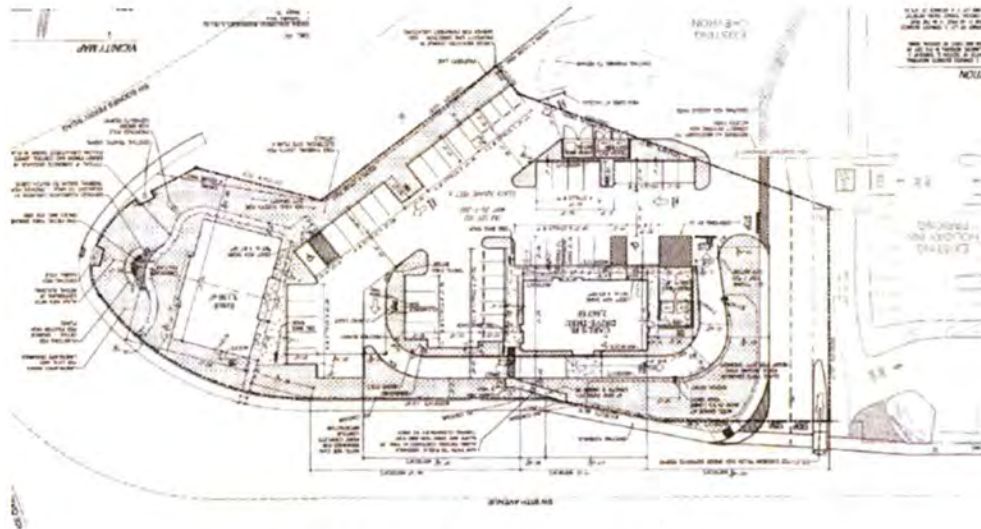


**Wilsonville Family Fun Center Site Development Plan**

# COMMUNITY DEVELOPMENT DEPARTMENT

## December 2012

2. **Carl's Jr. Restaurant** has submitted site development applications for a Carl's Jr. fast-food restaurant and a small retail commercial building at the SW corner of 95<sup>th</sup> Avenue and Boones Ferry Road next to Wilsonville Chevron. Case files DB12-0074 through DB12-0076. Staff: Dan



**Carl's Jr Site Development Plan**

### PLANNING DIVISION

#### **PLANNING COMMISSION UPDATE:**

At their December 12<sup>th</sup> meeting the Planning Commission discussed the Transportation System Plan (TSP) policies and implementation measures. The Commission made a number of recommended revisions that will be incorporated into a final draft that will be included in the TSP Draft document.

The Commission also conducted a work session on the Comprehensive Plan density inconsistency project in preparation for additional work sessions and code amendments next year.

The December meeting was Commissioner Dvorak's last meeting. She completed a four-year term on the Commission.

The TSP on-line open house has been a success with nearly 300 unique page views by citizens as of Wednesday 12.12.12. The feedback staff has received from community members has been positive. The casual, user friendly nature of this citizen involvement tool appears to be a good approach for future use.

The next Planning Commission meeting is Wednesday, January 9, 2013.

# WILSONVILLE PUBLIC WORKS DEPARTMENT

City Council Report, December 18, 2012

## PARK MAINTENANCE

### **Landscapes Pruning and Renovation:**

This fall and winter the Park Maintenance crews have been focusing on completing considerable landscape pruning and renovation. We are attempting to complete all major work now to allow our focus to be on park user needs, reservations, events and daily maintenance during the summer months.

Landscapes undergoing extensive work include Murase Plaza at Memorial Park, Town Center Park, the river overlook and natural, wooded areas at Arrowhead Creek Park.

### **Memorial Park Sports Fields:**

Work was completed on Ball Fields 1 & 2 this fall to ensure they stay playable under most weather conditions. The work this year included minor re-sodding of the infield /outfield meet line area and other work to maintain and improve drainage on the infields. Field 3 also had similar work completed in the home plate area.

Repairs are also being made to the backstops and fences of Fields 4 & 5. These fields have been in operation for 30+ years and are in need of repair to enable their continued safe use.

Serious efforts must be made on an annual basis to maintain and improve the playability of all of our sports fields.

### **After Hours Emergency Response:**

Public Works crew members are available on a rotating basis for after-hours response to emergency situations. Most recently during the wind and rain event on December 16 and 17, a large tree was leaning out over Brown Road and threatening to fall into the roadway. The after-hours on-call employee responded and closed Brown Road for several hours overnight while a tree service took down the tree. This work was completed during the storm preventing further damage or an accident from occurring. Also reducing problems during the morning commute including traffic heading towards Lowrie Primary School.



# Parks and Recreation Department

December 18, 2012 Report

Active Lifestyles  
Social Opportunities  
Healthy Community

## Programs Return to the Community Center

On December 17th, the Senior Nutrition Program returned to the Community Center. Many older adult participants expressed their happiness at being back at the lunch program's original location.

The Stretch, Strength and Stamina exercise class also returned to the Sun Room. The class, which often has more than twenty five participants, enjoyed the new floor and additional activity space.

The increased size of the storage room off of the Sun Room will allow tables and chairs to be put away (as opposed to being stored on the perimeter of the room as has been common practice for many years) and open up more space for participants to safely move and engage in class activities.



## Community Communications

Winter 2013  
January - March  
**Wilsonville  
Community Programs**

Parks & Recreation Classes  
Adult 55+ Programs  
Community Special Events

*Inside this issue:*  
Spring Break Hoop Camp  
Daddy Daughter Dance & Egg Hunt  
Adult 55+ Photoshop Elements  
Yoga, Tai Chi, & Pilates

View Classes &  
Register Online  
Registration Begins  
December 17





NRPA ACHIEVE Healthy Community  
[www.ci.wilsonville.or.us/parksandrec](http://www.ci.wilsonville.or.us/parksandrec)

The Winter Community Programs Brochure hit resident mailboxes this past week and highlighted programs taking place throughout the months of January, February and March. The 20 page brochure is an effective and efficient way for Center staff to communicate with residents. Staff often hears from residents that they look forward to receiving the paper brochure in their mailbox.

On Friday, December 14th, an email newsletter went out to approximately 4000 youth and adult individuals who are part of our ActiveNet program and park registration database. The email alerted community members to Winter registration opening on December 17th and introduced a variety of new programs being offered during the Winter session.

# Parks & Recreation Department

## I-5 Connection Spreads Holiday Cheer



Jocelyn Higgins and the Community Chorus of more than thirty seniors boarded a SMART bus on Tuesday, December 18th to sing Christmas Carols to older adults in Wilsonville's senior living facilities. The bus, driven by Santa Claus (SMART's very own Terry Rich) has made a tradition of caroling every December to bring song and good wishes to Wilsonville's elder residents.

Our thanks go out to Terry for his enthusiastic portrayal of Jolly Old St. Nick!

## More Holiday Happenings...

### Holiday Light Drives

Every year the Portland International Raceway gets decked out in thousands of colorful light displays to delight revelers of all ages. The Parks and Recreation Dept. and SMART Transit work together to schedule four trips to see the holiday light display. This year, 128 lucky riders enjoyed the trip to the raceway, and each donated a toothbrush to Wilsonville Community Sharing. Many thanks to Steve Allen and Michelle Marston of SMART transit for helping make this holiday tradition a big success!

### Holiday Fun Fest

On Thursday, December 20th, the Community Center will celebrate with the annual Holiday Fun Fest. The event runs from 4pm - 6pm and will include "gingerbread houses", cookies and cocoa, and a visit from Santa (played by Floyd Peoples). The event is free to attend and is just \$5 per house built.

## Mini Hoopers Basketball Wraps Up

The 2012 Mini Hoopers Basketball season finished up with the final games of the season on Saturday, December 15th. Overall, 103 first and second graders participated in the season which included one practice a week and 6 games on Saturday mornings.



*"This is my daughters first year playing and she absolutely loves it!"*

-Brad Holly (1st/2nd Grade Coach and Parent)

City of Wilsonville  
City Council Meeting  
January 7, 2013 Sign In Sheet

Name	Mailing Address
VERW WISE	
ALAN KIRK	30170 S.W. OREGON 4707

City of Wilsonville

**City Council Meeting  
Action Minutes**

**DATE: JANUARY 7, 2013**

**LOCATION: 29799 SW TOWN CENTER LOOP EAST, WILSONVILLE, OR**

**Time Start: 5 P.M.      Time End: 8:30 P.M.      Remarks: No Executive Session Was Held**

**ATTENDANCE LOG**

<b>COUNCILORS</b>	<b>STAFF</b>		
Mayor Knapp	Brian Cosgrove	Stephan Lashbrook	Nancy Kraushaar
Councilor Goddard	Mike Kohlhoff	Mark Ottenad	Delora Kerber
Councilor Starr	Jeanna Troha	Dan Knoll	Joanne Ossanna
Councilor Fitzgerald	Sandy King	Kristin Retherford	Barbara Jacobson
Councilor Stevens			

<b>AGENDA</b>	<b>ACTIONS</b>
<b>WORK SESSION</b>	
<ul style="list-style-type: none"> <li>Mayor asked for the legislative agenda material to be on the next work session agenda for discussion.</li> <li>Liaison Appointments to be discussed at next meeting</li> <li>Mark O. presented a report on the regional meetings the city participates in.</li> <li>Resolution 2385 needed to be continued to 1/24/13</li> </ul>	Councilors selected the regional meetings they would attend on behalf of the city.**
Judge Michael Gleeson administered the Oath of Office to Councilors elect Fitzgerald and Stevens, and to Mayor Knapp.	
<b>REGULAR MEETING</b>	
<u>Mayor's Business</u>	
<ul style="list-style-type: none"> <li>Elect Council President</li> <li>Board and Commission appointments</li> </ul>	<ul style="list-style-type: none"> <li>Councilor Starr elected</li> <li>Appointments made – updated roster sent citywide.</li> </ul>
<u>Communications</u>	
<ul style="list-style-type: none"> <li>Wilsonville Community Sharing received a \$10,000 check from OrePac and the Hart Foundation</li> <li>Greater Portland Inc. presented the economic development services they provide to the region</li> </ul>	
<u>Consent Agenda</u>	
<ul style="list-style-type: none"> <li>Resolution 2392 – IGA for emergency response cooperative assistance</li> <li>Resolution No. 2393 – authorized application for</li> </ul>	Adopted 5-0.

alternative fuel vehicle infrastructure program	
<u>Continuing Business</u>	
<ul style="list-style-type: none"> <li>Resolution No. 2385 – approving Addendum No. 4 to development agreement</li> <li>Ordinance No. 712—prohibiting tobacco in city parks, etc.</li> </ul>	<p>Further continued to 1/24/13</p> <p>Adopted on 2<sup>nd</sup> reading 5-0.</p>
<u>City Manager's Business</u>	
<ul style="list-style-type: none"> <li>Resolution No. 2394 – authorizing Explanatory Statement for ballot measure</li> </ul>	Adopted 5-0
No Urban Renewal Agency Meeting was held since the companion resolution was carried forward to 1/24/13.	

**RECORDED BY: SCK**

<b>Leadership Body</b>	City Representative And Alternates
Washington County Coordinating Committee (WCCC)	Primary Representative: Tim Knapp 1 <sup>st</sup> Alternate: Richard Goddard 2 <sup>nd</sup> Alternate: Susie Stevens
Clackamas County Coordinating Committee (C-4)	Primary Representative: Tim Knapp 1 <sup>st</sup> Alternate: Julie Fitzgerald
Clackamas County Coordinating Committee Metro Subcommittee	Primary Representative: Tim Knapp 1 <sup>st</sup> Alternate: Julie Fitzgerald 2 <sup>nd</sup> Alternate: Scott Starr
French Prairie Forum Local Governments Work Group	Primary Representative: Susie Stevens 1 <sup>st</sup> Alternate: Richard Goddard
Regional Water Provider Consortium (RWPC)	Primary Representative: Scott Starr 1 <sup>st</sup> Alternate: Richard Goddard