



City of Tigard

Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: August 28, 2012 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

PUBLIC NOTICE:

Anyone wishing to speak on an agenda item should sign on the appropriate sign-up sheet(s). If no sheet is available, ask to be recognized by the Mayor at the beginning of that agenda item. Citizen Communication items are asked to be two minutes or less. Longer matters can be set for a future Agenda by contacting either the Mayor or the City Manager.

Times noted are *estimated*; it is recommended that persons interested in testifying be present by 7:15 p.m. to sign in on the testimony sign-in sheet. *Business agenda items can be heard in any order after 7:30 p.m.*

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting by calling: 503-639-4171, ext. 2410 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

VIEW LIVE VIDEO STREAMING ONLINE:

<http://www.tvctv.org/government-programming/government-meetings/tigard>

CABLE VIEWERS: The regular City Council meeting is shown live on Channel 28 at 7:30 p.m. The meeting will be rebroadcast at the following times on Channel 28:

Thursday 6:00 p.m. Sunday 11:00 a.m.

Friday 10:00 p.m. Monday 6:00 a.m.



City of Tigard
Tigard Business Meeting – Agenda

TIGARD CITY COUNCIL

MEETING DATE AND TIME: August 28, 2012 - 6:30 p.m. Study Session; 7:30 p.m. Business Meeting

MEETING LOCATION: City of Tigard - Town Hall - 13125 SW Hall Blvd., Tigard, OR 97223

6:30 PM

● **STUDY SESSION**

- **EXECUTIVE SESSION:** The Tigard City Council will go into Executive Session to discuss real property transaction negotiations under ORS 192.660(2) (3). All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. **BUSINESS MEETING**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Council Communications & Liaison Reports
- E. Call to Council and Staff for Non-Agenda Items

2. **CITIZEN COMMUNICATION (Two Minutes or Less, Please)**
7:40 p.m. - time is estimated

- A. Follow-up to Previous Citizen Communication
- B. Citizen Communication – Sign Up Sheet

3. **CONSENT AGENDA:** (Tigard City Council) These items are considered routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
7:50 p.m. - time is estimated

A. Approve City Council Meeting Minutes for:

1. ~~July 10, 2012~~ (July 10 minutes will be rescheduled)
2. July 17, 2012

B. Approve the Purchase of the Skelton Property and Authorize the City Manager to Complete the Property Purchase - Resolution

- Consent Agenda - Items Removed for Separate Discussion: *Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council/City Center Development Agency has voted on those items which do not need discussion.*

4. DISCUSS COUNCIL GROUNDRULES AND CONSIDER AMENDMENTS TO THE GROUNDRULES - RESOLUTION

5. COUNCIL LIAISON REPORTS

6. NON AGENDA ITEMS

7. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(4), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

8. ADJOURNMENT
8:30 p.m. - time is estimated

AIS-1005

3. A.

Business Meeting

Meeting Date: 08/28/2012

Length (in minutes): Consent Item

Agenda Title: Approve City Council Meeting Minutes

Submitted By: Cathy Wheatley, Administrative Services

Item Type: Motion Requested

Meeting Type:

Consent Agenda

Information

ISSUE

Approve City Council meeting minutes.

STAFF RECOMMENDATION / ACTION REQUEST

Approve minutes as submitted.

KEY FACTS AND INFORMATION SUMMARY

The July 10, 2012, proposed minutes will be submitted in the council newsletter on August 23, 2012, and attached to this agenda item summary. The proposed July 17, 2012, council meeting minutes are attached.

OTHER ALTERNATIVES

N/A

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

N/A

DATES OF PREVIOUS COUNCIL CONSIDERATION

N/A

Attachments

Council Meeting Minutes for July 17, 2012



City of Tigard

Tigard Workshop Meeting – Minutes

July 17, 2012



1. WORKSHOP MEETING

- A. At 6:33 p.m. Mayor Dirksen called the Tigard City Council Workshop Meeting to order.
- B. Deputy City Recorder Krager called the roll.

	Present	Absent
Councilor Woodard	✓	
Councilor Wilson	✓	
Council President Buehner	✓	
Mayor Dirksen	✓	
Councilor Henderson	✓	

- C. Pledge of Allegiance
- D. Council Communications and Liaison Reports – Mayor Dirksen said he would provide some regional information regarding land use and transportation to council and some will be made available online.
- E. Call to Council and Staff for Non-Agenda Items

2. JOINT MEETING WITH THE PARK AND RECREATION ADVISORY BOARD (PRAB)

PRAB Members present: Chair Troy Mears, Marshall Henry, Holly Polivka, Gordon Kunkle and Hong Dao. Parks and Facilities Manager Martin distributed a map showing recommended park development projects to help guide the discussion. This map has been added to the packet for this meeting. He noted that around \$6 million remains from the \$17 million park bond. PRAB has been considering park development in their recent meetings and has received some good cost estimate information, especially for parks with concept master plans. He said PRAB members will lead the discussion.

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PRAB Chair Mears requested that staff consider moving forward with the design on four projects: Fanno Creek House, Jack Park, East Butte Heritage Park, and the Summer Creek property. He said they received budget numbers on minimal construction to make the parks usable. PRAB also requested a list from staff of shelved park projects for possible bond funding. These are referred to as Supplemental Development Projects, and include master plans for the Sunrise and Paull properties. He said one of the criteria for spending park bond funds was that they be spread around so citizens in each area of the city can enjoy the improvements. He said many of these parks have not seen development in a long time. He said PRAB considered what the minimal cost would be just to make a park usable, and another criterion was to provide enough funding towards development improvement so the city could add to the funds with system development charges (SDC's) and build future projects.

PRAB Member Polivka commented that tax payers are getting a lot for their money. These projects are not large but will be very visible.

Council President Buehner asked about Jack Park and how much of the \$350,000 would be committed to the access bridge. Parks and Facilities Manager Martin said the bridge and trail would be covered in that amount. He said the playground and community gardens were removed, as both can be built at a future date, and noted that the playground is a good grant project candidate. Council President Buehner asked about bridge lighting. PRAB Chair Mears said solar lighting is under consideration. Council President Buehner questioned whether there is enough sunlight in winter months to power the lights and Chair Mears said advances made in solar technology would ensure adequate lighting.

Councilor Woodard said he was impressed with how PRAB interpreted the development allotment, which can be confusing.



Councilor Wilson said the goal was to obtain as much land as possible while it is still available yet allocate twenty-percent towards accessibility so it is clear to the public what they purchased by supporting the parks bond. He said he may have reserved more money for the acquisition of new parks or green space and been stingier on existing parks, but he acknowledged that he had not studied everything to the detail the PRAB did.

Councilor Wilson said he was concerned about the amount of money spent on half-street improvements. He said the sidewalk connection along Tigard Street is a good pedestrian extension, but discouraged the PRAB from using utility undergrounding money as he thought it should be used for visually cluttered areas. He did not consider Tigard Street one of those areas.

PRAB Chair Mears said the PRAB shares Councilor Wilson's concerns about paying for half-street improvements, but they are a city requirement. Councilor Wilson asked how much money is being spent. Parks and Facilities Manager Martin replied it would cost \$500,000 for half-street improvements along the Summer Creek property on Tigard Street from Gallo Street to the Fanno Creek Bridge. This does not include bridge replacement.

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Councilor Wilson said it is worth a conversation on the issue before committing to those street improvements because the public's money is paying for it.

Assistant Public Works Director Rager said staff and the PRAB struggled with this issue but the bottom line is that Tigard's development code lays out requirements that the city must follow. Councilor Wilson asked if curbs, gutters and sidewalks are always necessary adjacent to a natural area. He recommended a simple swale treatment or a flush curb. He asked if there is a way to add another street category to the code, such as "park streets."

PRAB Chair Mears suggested using SDC funds for the street improvements portion and using park bond funds for actual park development.

 Mayor Dirksen asked staff if there was any reason not to use the maximum amount of SDC's to supplement the bond money. Assistant Public Works Director Rager said there was no reason not to use the maximum. Mayor Dirksen strongly suggested using SDC funds, which were collected for this purpose, to match bond funds and make them go farther. Council President Buehner agreed.

Mayor Dirksen said he recognizes that Councilor Wilson has some expertise that the rest of council does not and he suggested that Councilor Wilson meet with staff to review and bring recommendations forward to council for consideration. He asked council if anyone had any reservations and none were voiced. Councilor Wilson said he was agreeable to this and held a particular interest in Sunrise Park. He said he would like it surveyed, graded for lawn and parking areas and picnic tables added for now. Other improvements can be done later. Council President Buehner noted that a reservoir is planned in the future near Sunrise Park and she thought when it is under construction that would be an opportune time to plan major improvements. Public Works Director Koellermeier said the reservoir project is scheduled for 2017 or 2018 and coordination is already planned. Councilor Wilson said there may be some neighborhood issues regarding access and security. Council President Buehner mentioned an existing road at Sunrise Park, near Mistletoe, that is currently covered by blackberry vines. She suggested it be cleared for a safe access for bicycles and pedestrians at a minimum, with potential vehicle access planned for the future.

PRAB Chair Mears said the PRAB's recommendation is to have a master plan for each new park within six months to assist with obtaining grants.

Mayor Dirksen commented that he was pleased to read in PRAB's report that they are still looking at acquiring land because there are some small parcels remaining that he would like the city to bring into the park system inventory. He asked how much bond money is left for both acquisitions and development. Parks and Facilities Manager Martin said there is \$1.7 million remaining for downtown properties and some funds allocated for a few smaller purchases that will be coming to council for approval. He said that leaves approximately \$1.5 million.

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Councilor Henderson asked if any of the allocation for the downtown area has been spent and Parks and Facilities Manager Martin said it had not. Councilor Henderson asked if some of that amount is available for development and Parks and Facilities Manager Martin said up to twenty-percent can be spent on development.

PRAB Chair Mears said it was important to note that these numbers are estimates. He said there may be savings and PRAB recommends rolling any savings over into more acquisitions or furthering along another development project. In response to a question from Council President Buehner, he said Fanno Creek House and East Butte Heritage Park are ready to go to bid. He said most projects will start next spring and summer.

Councilor Henderson confirmed that the money must be spent within eighteen months. Mayor Dirksen said the money does not have to be all spent but it has to be allocated. Parks and Facilities Manager Martin said staff was operating under the impression it had to be spent and Mayor Dirksen encouraged them to keep to that schedule. "Doing these projects sooner rather than later is definitely what I would like. Let's go on that assumption." Councilor Wilson advised there needs to be a strategy if it appears it cannot all be spent, such as purchase of a property for later resale. PRAB Chair Mears responded that there are properties under consideration for that very purpose.

Mayor Dirksen said he understand the concerns about using other funds and the frustration with using park money for street improvements. He said however, that making improvements along the park frontage is an enhancement that encourages their use. He said he agreed with the prioritization of projects and thought that doing Jack Park and East Butte Heritage Park in the short term is the right direction. He commented that staff and the PRAB have balanced the needs of the community well.

3. JOINT MEETING WITH THE TIGARD TRANSPORTATION ADVISORY COMMITTEE

 Senior Transportation Planner Gray said she and Senior Project Engineer McCarthy are the staff liaisons to the Tigard Transportation Advisory Committee (TTAC). She gave council a discussion outline. A copy of this document has been added to the packet for this meeting. TTAC members present were: Chair Steve Bass, Karen Hughart, Don Schmidt, Steve Boughton, and Mark Bogert.

TTAC Member Hughart described the composition of the committee and said there are two vacancies and two alternate positions on the Committee.

TTAC Chair Bass said TTAC members have spent over 200 hours in meetings the past year and likely about the same amount of time studying the issues. He said the high capacity transit land use plan was their most challenging topic. As a subcommittee of the Citizens Advisory Committee they finalized and recommended station concepts in November.

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He said TTAC strongly agrees that the high capacity land use plan is consistent with city policies and goals, the Comprehensive Plan and the Transportation System Plan.

TTAC Chair Bass said another project the TTAC participated in is the ongoing Pacific Highway/McDonald Street/Gaarde Street intersection project. A few important issues TTAC considered were safety, landowner impact, cost and the benefit of potential improvements.

TTAC was also asked to help prioritize the Capital Improvement Plan (CIP) by viewing the projects and seeking recommendations from citizens and staff. TTAC Chair Bass said the committee enjoyed this project and noted that TTAC priorities ran parallel to those of staff. He said TTAC feels these projects are exactly the type of projects they should be reviewing.

 TTAC Bicycle/Pedestrian subcommittee member Boughton said his subcommittee receives feedback and prioritizes opportunities from the bicyclist or pedestrian's viewpoint. He said they are in the process of gathering information on Tigard's bicycle and pedestrian flow. They organized a free family ride to encourage people to ride downtown and support local businesses. He said they would like to have a larger event and Mayor Dirksen suggested they contact the Bicycle Transportation Alliance's (BTA) website and invite their members to join them in a ride. TTAC member Boughton commented that what he likes about being on the subcommittee is the ability to work on small projects that can make a big difference in Tigard.

TTAC Member Schmidt said the committee reviewed project designs for the intersection at Pacific Highway/McDonald Street/Gaarde Street. He noted that work on the transit service enhancements is very important and the committee hopes to work with TriMet on the westside enhancement efforts. Mayor Dirksen offered some background on the westside enhancement program which has just begun. They are starting at Highway 26 and working their way down, examining how existing bus lines can be reoriented or combined to provide better service.

Mayor Dirksen said any member of TTAC is welcome to occasionally attend WCCC and JPACT meetings. He said that even though they can't "sit at the table" it would still be interesting to them and helpful to get a perspective of how Tigard fits into the larger regional scheme, funding sources, and how transportation money gets allocated.

Council President Buehner reported that the Washington County Coordinating Committee (WCCC) placed Walnut Street on the priority list last week. She said the Walnut Street project will provide greater safety for walkers, school children and traffic. There is also an upcoming large sewer project along Walnut. Mayor Dirksen said this one project meets many different transportation needs for this area of the city.

Senior Project Engineer McCarthy said Washington County is in the process of selecting the design team for Walnut Street. The first phase will be an alternatives analysis which will

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likely last throughout the fall. He said in early 2013 staff will bring sixty-percent design and TTAC recommendations to council. In response to a question from Council President Buehner regarding timing, Senior Project Engineer McCarthy said construction will begin in 2014, when the funding is available. Councilor Henderson asked who would interface with the school and neighbors. He mentioned a property that will be a challenge due to the difference in grades. Senior Project Engineer McCarthy said he is contacting stakeholders now. He noted that much of the right of way for this project was purchased years ago and the city will do its best to fit within that right of way, but he said there will be negotiation with property owners as the project progresses. Mayor Dirksen added that the design for most of this project is already done and the city has been waiting for funding.

Council President Buehner said small business owners in the Pacific Highway/ McDonald Street/Gaarde Street neighborhood are aware that the city is spending ODOT money on the intersection improvement project. She said they need to be involved and informed through meetings with staff. She said she hoped a few TTAC members would also be involved in these meetings as some of them are also business owners. She noted that the owner of the Bull Mountain Pub has offered his meeting space for outreach meetings. Senior Project Engineer McCarthy said TTAC has developed a recommendation on an alternative which will be presented to council at the August 14, 2012 meeting. He said he will be meeting with business owners over the next few weeks.

TTAC Chair Bass said public outreach was discussed at the most recent TTAC meeting. He referred to the high level of public outreach with the high capacity transit planning process held at various locations in the community and said TTAC would like to see that level of public outreach with other projects. He said they take the concerns of business and homeowners seriously.

TTAC Chair Bass thanked council for their comments and asked if they thought TTAC is on the right track with their work plan. Mayor Dirksen replied that what TTAC has outlined is right in line what he pictured their ongoing duties to be. He said that as the city moves forward with projects, TTAC should be involved during design and public outreach. He said it was important for the citizen members of TTAC to help staff explain upcoming changes and impacts to those citizens affected by them.

TTAC Chair Bass said, "The TTAC members are Tigard citizens, not transportation experts, and that is the perspective we bring to the table."

Councilor Henderson suggested the bicycle subcommittee consider putting together a ride for the Tigard Street Fair event coming up on August 11. City Manager Wine said she can pass along contact names to him for this and other downtown events.

Council President Buehner acknowledged Mayor Dirksen for his participation on the High Capacity Transit Citizen Advisory Committee relating to land use. She said appropriate land use needs to be considered before making transportation decisions.

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 Councilor Woodard suggested joint discussions with PRAB would be useful when considering the trail system. He said he often walks Tigard's trails and is surprised to see how much they are used. He said this indicates to him that these multi-modal access trails are going to be important for how business is done in the future. He urged members of the committee to track users with trail counts and share that information with council and other committees.

Senior Transportation Planner McCarthy thanked the TTAC members for their insight and expressed appreciation for their willingness to do in-depth research and their commitment to learning about transportation issues.

At 7:41 p.m. Mayor Dirksen called for a ten-minute recess.

At 7:53 p.m. Mayor Dirksen called the council meeting to order.

4. RE-EVALUATE THE CITY'S ANNEXATION POLICY-BACKGROUND REPORT AND DISCUSSION

 Acting Community Development Director Hartnett provided background information in preparation for a discussion on the city's annexation policy. She said council approved renewal of existing annexation incentives in February, 2012. At that meeting staff was directed to prepare background information to provide the foundation for a broader discussion. She said Associate Planner Pagenstecher prepared the Annexation Background Report, which was included in the council packet for this item. Mayor Dirksen said that while he did not agree with everything in the report, it was a good overview.

Acting Community Development Director Hartnett read highlights of the report. She said there are four general topic areas that she and City Manager Wine developed to help structure and prioritize the first formal, in-depth discussion on annexation, scheduled for the August 21, 2012 workshop meeting. She asked council to inform her of additional information they would like to have prior to the workshop meeting. She said council should consider the following in preparation for the discussion:

- Is a separate philosophy and approach for island annexation, as distinguished from extra-territorial annexations, needed? If so, what would the key components of that philosophy and approach include? Are there special processes or incentives worth exploring?
- Is it helpful to have separate discussions on extra-territorial annexation of urbanized areas from those extra-territorial areas that are undeveloped?
- If so, for the urbanized areas, the following questions might be helpful to consider:
 - Are the incentives in the current policy working? Are the incentives relevant to these property owners?
 - Are there incentives that could be added?

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- Are there things the city could do to invite or entice these property owners to consider annexation?
- For the undeveloped areas some of the same questions could be considered. In addition, the link between the philosophy and approach for annexation of these areas and the timely completion of the River Terrace planning activities should be discussed.

Council President Buehner suggested removing Arlington Heights from the other islands because it is the only one that is fully developed. Acting Community Development Director Hartnett replied that Arlington Heights would be considered separately from the other islands. Council President Buehner mentioned another island where the city has recently purchased two properties (Paull and Eiswerth properties). Mayor Dirksen said the city is in the process of annexing this island as two of the properties are planned for public park use.

Council President Buehner said Tigard's elected officials should be personally involved when contacting people about potential annexation and felt that sending letters was not adequate.

City Manager Wine asked council how limited city staffing resources should be allocated. Each type of outreach represents a certain amount of work and the River Terrace Community Plan is a significant effort, in addition to island and extra-territorial annexations.

Mayor Dirksen said having a unified policy for all annexations would be difficult because each area requires a different approach or contact. He said his number one priority for staff is the recent inclusion into the urban growth boundary of River Terrace, Roy Rogers West, and Area 63. He said Tigard has made commitments at both the regional and county levels and also to individual property owners to move forward with the River Terrace Community Plan and make adjustments to the code as needed to allow those areas to open up for development. He said areas that are not able to move forward with development have stymied the entire region as they look at urbanization issues and urban growth boundary expansion issues. When areas are brought into the UGB and not developed, any planning is difficult. It is important to get impediments to development out of the way.

Mayor Dirksen suggested to council that since the timeline for the River Terrace Community Plan is later than what was first planned, the city should consider postponing the tax phase-in for Areas 63 and 64. He said nothing can be done with these properties until the plan is complete. City Manager Wine said she will ask staff to evaluate the fiscal implications of postponing the phase-in period. Acting Community Development Director Hartnett said this information will be provided to council prior to the August 21 workshop meeting.

 Councilor Wilson said what he is hearing tonight is that developing one island policy is futile because the islands are all different. Mayor Dirksen said the city needs to look at each island and consider incentives and a policy for each. In response to a question from Councilor Woodard, Mayor Dirksen said as long as the property and use remain as they are

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presently under Washington County, taxes will not increase until the Community Plan is complete, the city has rezoned them and owners are allowed to initiate urban development.

He said it is fair to postpone increases until the land use changes. Councilor Wilson noted that the phase-in period is legally limited to ten years. Mayor Dirksen said in this instance the timeframe would be closer to two years.

Mayor Dirksen said it was important to him that undeveloped islands to be annexed before they are developed. He said this is legally required regardless but the city may need to get aggressive on this. Acting Community Development Director Hartnett said it is clear that people who like living in their islands do not have a development incentive. Council President Buehner agreed but said due to aging owners wanting to downsize, there will be ownership changes in the near future.

Councilor Woodard asked about police resources for islands. City Manager Wine said the county would most likely report that their preference is for Tigard to annex these islands to efficiently cover the areas with enhanced sheriff patrol. Councilor Woodard noted that Tigard would have to look at police resources when annexing these islands. Mayor Dirksen said he disagreed with the police budget impacts listed in the report. He said the costs seemed very high, yet in reality the initial impacts will be low, based on small population numbers. It would grow slowly, but so would the city's revenues. He noted that annexing already developed areas would require hiring more officers and this takes time. The same was true for public works costs. He said it will be easier to absorb undeveloped areas. As those areas develop, many of the costs are borne by private developers and not the city.

Councilor Henderson expressed concern about the cost impacts of annexing unincorporated developed areas, which will be greater in the future as the infrastructure ages. He said, "On a sustainable level, it will cost our children." He said the city would be better off doing this sooner than later.

Mayor Dirksen agreed and suggested an incentive for the larger unincorporated areas to come into the city before their infrastructure ages or fails. He said by the time they see an incentive to come into the city, Tigard will have a disincentive to take on their aging infrastructure. He noted that Tigard is purchasing park land from the bond measure but there is not enough money to develop all the new parks, particularly those on Bull Mountain. He proposed offering annexation to the neighborhoods served by these parks. They would pay their taxes to the city but any increases they realize could be sequestered and used to develop park amenities in their areas. Councilor Henderson commented that it was a form of tax increment financing. Councilor Woodard said this addresses his concerns about making the recent park purchases useful for families. Councilor Wilson said he would like to see more study on this before it is proposed.

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 Councilor Woodard questioned the condition of infrastructure, such as Bull Mountain Road. Mayor Dirksen said if those streets come into the city the residents will start to pay street maintenance fees as the rest of the city does, providing funds for street improvement.

Councilor Wilson said bringing in Areas 63 and 64 accomplishes a long-term goal of council to get ahead of development instead of following behind. He said the economy is turning around and there is potential for development to move quickly. He said he is concerned about the police department patrolling this large area with a huge gap between annexed areas and not many connecting roads. He said the annexations and planning need to be done before the city takes additional steps with other areas. He suggested that the city begin a dialog with the people living in the developed unincorporated area to explore their current views, given this change in the landscape.

Councilor Henderson said he was concerned about the community development department workload.

Acting Community Development Director Hartnett summarized what staff will produce and provide to council before August 21:

1. Memo regarding implications of delaying property tax increases in Areas 63 and 64 until the Community Plan is completed.
2. City Attorney's response regarding new island annexation case law and any issues with phasing taxes and the ten-year period.
3. A copy of either the entire IGA with Washington County or just the language regarding island annexation.
4. A comparison of island development opportunities using current county zoning vs. city zoning.

She referred to earlier discussion on estimating city costs to assume maintenance for existing infrastructure and provision of services. She said she heard tonight that this is a later-term study. She suggested council make a distinction between Metzger and the Bull Mountain area because costs would be distinctly different. She said there is a lot to explore about Mayor Dirksen's discussion about potentially sequestering tax increment and she assumes that this will be part of the later study. Mayor Dirksen agreed that this is not a top priority. Acting Community Development Director Hartnett suggested that a conversation about costs should include police, public works and finance department staff.

Councilor Henderson asked if the tax increment discussion regarding the unincorporated developed area was concerned only with properties that come into the city or with the entire area. Mayor Dirksen replied that in order for the city to commit to a program it would have to be, "all or nothing." He said the city could not proceed on a piecemeal basis because there needs to be certainty about revenues to develop any kind of program. Acting Community Development Director Hartnett suggested that a starting place for that

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discussion is Metro's growth allocations and assumptions they are making about Tigard's governance area.

Acting Community Development Director Hartnett said there is overlap between the discussion on annexing Areas 63 and 64 and the community planning area. She said she and City Manager Wine would like clarification from council soon on the plan areas and the level of planning desired for each (urban reserves and rural element). Mayor Dirksen said the new requirement from the state is that before an area can be considered for inclusion into the urban growth boundary a concept plan must be completed. He said as the community plan is developed staff may want to consider doing a concept plan for the areas anticipated to come into the urban growth boundary within ten years.

Acting Community Development Director Hartnett said the city should be strategic in selecting additional work for staff to give a longer-term view. This could include figuring the costs of assuming maintenance and service responsibilities for the urbanized areas, creating opportunities to reduce future costs by looking at the urban reserves, and the potential for entry into the urban growth boundary for the rural element.

In response to a question from Councilor Henderson regarding what a concept plan includes, City Manager Wine said a concept plan includes sewer, water, transportation, zoning, land use and parks. She said the question is how the existing rural element concept plan prepared by Washington County can be translated into the community plan.

Councilor Woodard asked about Washington County resources for planning. Acting Community Development Director Hartnett said funding from a Metro grant is being transferred to Tigard for the community plan and there are also Construction Excise Tax (CET) funds, which she recommends be used for consultants.

Acting Community Development Director Hartnett gave council an update on progress of the Tigard Triangle becoming a town center.

5. COUNCIL LIAISON REPORT: None.
6. NON AGENDA ITEMS: City Manager Wine reported that there was a health incident involving a staff member today during working hours. Two co-workers used CPR and kept another employee alive after a heart attack, according to Tualatin Valley Fire and Rescue, who called her to praise the workers' efforts. Mayor Dirksen suggested those involved receive formal recognition.
7. EXECUTIVE SESSION: None

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8. ADJOURNMENT

At 9:05 p.m. Councilor Wilson moved for adjournment. The motion was seconded by Council President Buehner and all voted in favor.

	Yes	No
Councilor Woodard	✓	
Councilor Wilson	✓	
Council President Buehner	✓	
Mayor Dirksen	✓	
Councilor Henderson	✓	

Carol A. Krager, Deputy City Recorder

Attest:

Craig Dirksen, Mayor

Date

TIGARD CITY COUNCIL MINUTES – JULY 17, 2012

Business Meeting**Meeting Date:** 08/28/2012**Length (in minutes):** Consent Item**Agenda Title:** Consider a Resolution Approving the Purchase of the Skelton Property and Authorizing the City Manager to Complete the Property Purchase**Prepared For:** Kim McMillan**Submitted By:**Greer Gaston,
Public Works**Item Type:** Resolution**Meeting Type:**

Consent Agenda

Information**ISSUE**

Shall the council consider a resolution:

- Approving the purchase of the Skelton property as outlined in the purchase and sale agreement?
- Authorizing the city manager to take all necessary action to complete the property purchase on behalf of the city?

STAFF RECOMMENDATION / ACTION REQUEST

Staff recommends the council adopt the resolution.

KEY FACTS AND INFORMATION SUMMARY

The City of Tigard and Clean Water Services (CWS) share responsibility for the operation and maintenance of the city's sewer system.

CWS and the city have identified a problem—there are five locations where sanitary sewer lines are exposed as they cross Derry Dell Creek and Fanno Creek near Woodard Park. The creeks have washed away the soil/foundations surrounding these lines. As erosion continues, the exposed sewer lines could fail and sewage would be released into the waterways. Such a release would endanger public health, pollute the creek(s), and violate state law and the federal Clean Water Act. A map of the sewer line crossings is attached.

A joint city/CWS construction project is planned to repair the exposed sewer lines and make other improvements. The council approved an intergovernmental agreement (IGA) with CWS on January 24, 2011 regarding this project. The agreement outlines city/CWS responsibilities. The city is obligated to acquire the Skelton property, which is required for the project. CWS will design, contract, manage and fund the actual work.

Adopting the attached resolution and purchasing the property will fulfill the city's obligation as outlined in the IGA with CWS. Under the purchase agreement, the city is obligated to:

- Purchase the property for \$420,000.
- Pay closing costs, transfer taxes, and the escrow and title insurance fees.
- Enter into an occupancy agreement with the Skeltons. This agreement allows the Skeltons to continue to reside in the home, and use a portion of the property, free of charge for a period of one year after closing.
- Receive City Council approval to purchase the property no later than August 31, 2012.

The purchase and occupancy agreements were reviewed by the city's real estate attorney.

OTHER ALTERNATIVES

The council could chose not to adopt the resolution and could provide staff with direction on some other course of action. However, the city committed to acquire the property in the IGA with CWS approved by council on January 24, 2012.

COUNCIL OR CCDA GOALS, POLICIES, MASTER PLANS

None

DATES OF PREVIOUS CONSIDERATION

The council discussed the project and corresponding property acquisition in executive sessions in November 2010, April 2011 and March 2012. Property negotiations and the terms of this purchase agreement will be discussed in executive session earlier in this meeting.

The council was briefed on the IGA with CWS on December 13, 2011 and formally authorized the agreement on January 24, 2012.

Fiscal Impact

Cost: 420,000
Budgeted (yes or no): Yes *
Where Budgeted (department/program): Sanitary Sewer Fund

Additional Fiscal Notes:

* As a part of the 2011-2016 Capital Improvement Plan the Adopted FY 2011-2012 Budget contained \$1.1 million in project costs, including property purchase. The purchase was not made during FY 2011-2012 and these funds were not expended in FY 2011-2012. A supplemental budget is slated to come before council at an upcoming meeting. As part of this supplemental budget, staff will propose carrying forward project costs needed for the project during FY 2012-2013. The total project is likely to extend over the current and following fiscal year.

Purchase of the property will not occur until after the budget has been approved by Council in the upcoming budget supplemental.

Attachments

Resolution

Attachment A - Purchase and Sale Agreement including Legal Description, Occupancy Agreement and Deed Map of Sewer Line Crossings

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 12-**

A RESOLUTION APPROVING THE PURCHASE OF THE SKELTON PROPERTY, (TAX LOT 2S1 02BB 00700) AND AUTHORIZING THE CITY MANAGER TO TAKE ALL NECESSARY ACTION TO COMPLETE THE PROPERTY PURCHASE ON BEHALF OF THE CITY

WHEREAS, the City of Tigard and Clean Water Services (CWS) share responsibility for the operation and maintenance of the city's sewer system; and

WHEREAS, CWS and the city have identified a problem at five locations where sanitary sewer lines are exposed as they cross Derry Dell Creek and Fanno Creek near Woodard Park; and

WHEREAS, a joint city/ CWS construction project is planned to repair the exposed sewer lines and make other improvements; and

WHEREAS, on January 24, 2011, the City Council approved an intergovernmental agreement (IGA) with CWS; the IGA outlines city and CWS responsibilities as they pertain to the project; and

WHEREAS, this IGA obligates the city to acquire the Skelton property, as this property is required for the project; and

WHEREAS, the city and the property owner have reached an agreement on the purchase/sale of the property; this agreement is subject to City Council approval no later than August 31, 2012.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The City Council agrees to the terms of the Purchase Agreement and Escrow Instructions, (Attachment A), including the purchase price of \$420,000 for the Skelton property.

SECTION 2: The City Council authorizes the city manager to take all necessary action to complete the Skelton property purchase on behalf of the city. This includes, but is not limited to, the execution of an occupancy agreement and closing documents.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2012.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

Attachment A

PURCHASE AGREEMENT AND ESCROW INSTRUCTIONS

BETWEEN: Mary Jane Skelton ("Seller")

And: City of Tigard, ("Purchaser")
a Municipal corporation

DATED: July 30, 2012 ("Effective Date")

RECITALS

A. Seller owns certain real property in the city of Tigard, county of Washington, Oregon, located at 10355 SW Walnut Street, Tigard, OR 97223, which is more fully described on the attached and incorporated Exhibit A (the "Property").

B. Seller desires to sell the Property, and Purchaser desires to purchase the Property pursuant to the terms set forth in this Agreement.

C. In partial consideration for Purchaser's agreement to acquire the Property, Purchaser has agreed to allow Seller to continue to occupy the Property after the Closing in accordance with the terms of the agreement attached and incorporated as Exhibit B ("the Post-Closing Occupancy Agreement").

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as set forth below:

ARTICLE 1 DEFINED TERMS

1.1 **Cash.** The term "Cash" means (i) United States currency, (ii) a check currently dated, payable to Escrow Holder in U.S. funds and delivered to Escrow Holder in sufficient time that the funds will be available for distribution to Seller on the Closing Date, or (iii) U.S. funds credited by wire transfer into Escrow Holder's bank account.

1.2 **Closing.** The process described in Article 9 of this Agreement.

1.3 **Closing Date.** Closing shall occur on the date that is thirty (30) days after the expiration of the Contingency Period, or on such other date as the parties may agree upon in writing.

1.4 **Contingency Period.** The period that begins on the Effective Date of this Agreement or on such other date as the parties may agree upon in writing and ends on the date that is forty-five (45) days after the Effective Date.

1.5 **Deed.** A statutory bargain and sale deed in the form of **Exhibit C** attached hereto which shall be used to convey the Property from Seller to Purchaser.

1.6 **Earnest Money.** The cash payable to Seller pursuant to Section 2.2 of this Agreement in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), plus all interest which accrues thereon, if any.

1.7 **Environmental Laws.** Any federal, state, or local laws, ordinances, codes, statutes, regulations, administrative rules, policies and orders, and other authority existing now or in the future that classify, regulate, list, or define Hazardous Materials.

1.8 **Escrow Holder.** First American Title, located at 9200 SE Sunnybrook Blvd. Suite 400, Clackamas, Oregon, 97015, Phone: (503) 659-0069.

1.9 **Escrow.** The escrow opened by Escrow Holder pursuant to this Agreement.

1.10 **Hazardous Materials.** Any toxic or hazardous substance, material, waste, pollutant, contaminant, or infectious or radioactive material, including but not limited to those substances, materials, waste, chemicals, or mixtures that are (or that contain any) substances, chemicals, compounds, or mixtures regulated, either now or in the future, under any law, rule, regulation, code or ordinance.

1.11 **Post-Closing Occupancy Agreement.** The agreement identified in Exhibit B.

1.12 **Property.** The term "Property" as defined in this Agreement, includes land described in Exhibit A, together with all improvements, rights, privileges, servitudes and appurtenances thereunto belonging or appertaining, including all right, title, and interest of Seller, if any, in and to the streets, alleys, and rights-of-way adjacent to the land, which will be transferred to Purchaser at Closing.

1.13 **Property Documents.** Any and all documents in Seller's possession or control relating to or affecting the Property's title or condition, including without limitation, conditional use permits, land use approvals, land use applications, permits, licenses, any agreements related to the Property that will survive Closing, maps, development agreements, surveys and studies relating to the Property prepared by third parties.

1.14 **Purchase Price.** Cash in the amount of Four Hundred Twenty Thousand and No/100 Dollars (\$420,000.00).

ARTICLE 2 EARNEST MONEY AND PURCHASE PRICE

2.1 **Sale of Property.** Subject to the terms and conditions in this Agreement, Seller agrees to sell the Property to Purchaser, and Purchaser agrees to buy the Property from Seller.

2.2 **Earnest Money.** Within ten (10) days after the Effective Date, Purchaser shall deposit the Earnest Money into Escrow. Escrow Holder shall hold the Earnest Money in a non-interest-bearing account that is FDIC insured, unless the parties, or any one of them, request that

the Escrow Holder hold the Earnest Money in an interest bearing account. Except as otherwise stated herein, the Earnest Money shall be refundable to Purchaser until the Contingency Period expires; thereafter, the Earnest Money shall not be refundable except in the event of a Seller default of the terms of this Agreement.

2.3 Purchase Price. The Purchase Price shall be paid by Purchaser in Cash to Seller at the Closing. The Earnest Money shall be applied to the Purchase Price.

ARTICLE 3 DELIVERIES TO ESCROW HOLDER

3.1 Opening of Escrow.

3.1.1 Within three (3) days after the Effective Date, Purchaser and Seller, or any one of them, shall open Escrow by depositing with Escrow Holder a fully executed photocopy of this Agreement for use as escrow instructions. Escrow Holder shall execute the Consent of Escrow Holder which appears at the end of this Agreement and deliver a fully executed consent to Purchaser and Seller.

3.1.2 Purchaser and Seller hereby authorize Escrow Holder to take necessary steps for the Closing of this transaction pursuant to the terms of this Agreement.

3.1.3 Purchaser and Seller may jointly or separately prepare additional escrow instructions. Escrow Holder may also provide general instructions. If there is any inconsistency between the provisions of any of these instructions and this Agreement, the provisions of this Agreement shall control.

3.2 Purchaser's Deliveries. Except as otherwise stated herein, at or before Closing, Purchaser shall deposit into Escrow (i) the Earnest Money, (ii) the Purchase Price, (iii) an executed and acknowledged counterpart acceptance of the Deed, (iv) an executed counterpart of the Post-Closing Occupancy Agreement; and (v) all other documents and instruments reasonably requested by Escrow Holder for Closing.

3.3 Seller's Deliveries. At or before Closing, Seller shall deliver into Escrow (i) an executed and acknowledged counterpart of the Deed, (ii) an executed Certificate of Non-Foreign Status, pursuant to Section 1445(b)(2) of the Internal Revenue Code, certifying that Seller is a non-foreign person, (iii) an executed counterpart of the Post-Closing Occupancy Agreement; and (iv) all other documents and instruments reasonably requested by Escrow Holder for Closing. At Closing, Seller shall deliver possession of the Property to Purchaser.

ARTICLE 4 CONDITIONS PRECEDENT TO CLOSING

4.1 Purchaser's Right to Analyze Property Documents. Within ten (10) days after the Effective Date, Seller shall deliver all Property Documents to Purchaser. During the Contingency Period, Purchaser shall have the right to analyze the Property Documents and determine, in Purchaser's sole, absolute and arbitrary discretion, whether the Property is suitable for Purchaser's intended use.

4.2 Purchaser's Right to Analyze Property. During the Contingency Period, Purchaser shall have the right to analyze the Property and determine, in Purchaser's sole, absolute and arbitrary discretion, whether the Property is suitable for Purchaser's intended use (the "Study Period"). Purchaser shall have the right to enter onto the Property to conduct any and all tests, investigations, and inspections deemed necessary by Purchaser, including without limitation a Level I environmental site assessment and a geotechnical assessment. Such investigations and/or studies shall be conducted by Purchaser at its sole expense. Purchaser shall restore the Property to its pre-analysis condition on or before the end of the Contingency Period. In addition, Purchaser shall defend, indemnify and hold Seller harmless for, from, and against any claim, loss, or liability, or any claim of lien, damage, or personal injury which arises in connection with any entry on the Property by Purchaser or any activities on the Property by Purchaser, its agents, employees, and independent contractors; provided, however, that Purchaser shall have no obligation to indemnify, defend, or hold harmless Seller from any condition of the Property discovered by Purchaser, or from any loss of marketability of the Property as a consequence of such discovery provided that such condition is not the result of Purchaser's actions or omissions.

4.3 City Council Approval. This Agreement is contingent upon approval from the City Council of the City of Tigard. If such approval is not received by August 31, 2012, Purchaser shall have the right to terminate this Agreement and receive a full refund of the Earnest Money.

4.4 Notice of Termination; Failure to Notify. If Purchaser determines, in Purchaser's sole, absolute, and arbitrary discretion, the Property is not suitable, Purchaser may terminate this Agreement by delivering written notice of termination to Seller prior to the expiration of the Contingency Period, in which case this Agreement shall immediately terminate and Escrow Holder shall immediately return the Earnest Money to Purchaser.

4.5 Review of Preliminary Report. Within ten (10) days after the Effective Date, Seller shall cause the Escrow Holder to provide Purchaser with a preliminary title report issued by the Escrow Holder. The Escrow Holder shall cause such report to describe title to the Property, and include legible copies of all recorded documents described in the preliminary report, including plotted easements (collectively, the "Preliminary Report"). On or before ten (10) days after Purchaser's receipt of the Preliminary Report, Purchaser shall deliver to Seller written notice of approval or disapproval of matters disclosed in the Preliminary Report, which approval or disapproval shall be in Purchaser's sole and absolute discretion. If Purchaser fails to timely deliver such written notice to Seller, Purchaser will be deemed to have rejected of all matters disclosed in the Preliminary Report, this Agreement will immediately terminate and Escrow Holder shall immediately return the earnest money to Purchaser.

4.6 Right to Cure Disapproval of Preliminary Report. If Purchaser delivers notice of disapproval pursuant to Section 4.4 above, Seller may have ten (10) days from such notice to notify Purchaser in writing that Seller will remove or otherwise cure, to Purchaser's reasonable satisfaction, any disapproved matter(s) prior to Closing. Notwithstanding any provision in this Agreement to the contrary, Seller shall be obligated to remove any deeds of trust and other monetary liens (other than liens for non-delinquent taxes and assessments) and any exceptions to title caused by Seller that are disapproved of by Purchaser pursuant to Section 4.5 above.

4.7 Failure to Cure Disapproval of Preliminary Report. If Seller fails to agree to cure a disapproved item, or agrees to cure and thereafter fails to cure a disapproved item prior to Closing, Purchaser shall have the right to (i) terminate this Agreement and receive a full refund of the Earnest Money, (ii) suspend performance of its obligations under this Agreement at no cost to Purchaser for a period of up to thirty (30) days to allow Seller to remove the disapproved exception(s); or (iii) waive in writing its prior disapproval of such item and accept title subject to such previously disapproved item, by delivering written notice of Purchaser's election to Seller prior to Closing.

4.8 Title Policy. Seller shall be unconditionally committed to procure from Escrow Holder upon the Closing, an ALTA standard coverage owner's policy of title insurance for the Property, with a liability limit in the amount of the Purchase Price, and insuring fee title vests in Purchaser subject only to the Permitted Exceptions (collectively, the "Title Policy"). At Purchaser's option, Purchaser may elect to have the Title Policy issued with endorsements and/or in an ALTA extended coverage form, provided that Purchaser pays any additional costs associated with issuance of such policy and pursuant to Section 8.4 of this Agreement.

4.9 Contingency Failure. In the event any of the contingencies set forth in Section 4 are not timely satisfied or waived, this Agreement and the rights and obligations of the Purchaser and the Seller shall automatically terminate, and the Escrow Holder shall immediately return the Earnest Money to Purchaser.

ARTICLE 5 COVENANTS AND AGREEMENTS

5.1 Damage or Destruction; Eminent Domain. If, prior to the Closing, all or a material part of the Property is damaged or destroyed, or taken or appropriated by any public or quasi-public authority under the power of eminent domain or such an eminent domain action is threatened pursuant to a resolution of intention to condemn filed by any public entity, Purchaser may either (i) terminate this Agreement and receive a refund of the Earnest Money, or (ii) elect to receive an assignment from Seller in lieu of the part of the Property that has been so damaged or taken of all of Seller's rights to any award and/or proceeds attributable to said damaged or taken part of the Property, and the parties shall proceed to Closing pursuant to this Agreement.

5.2 Post-Closing Occupancy Agreement. At or before Closing, Purchaser and Seller shall sign the Post-Closing Occupancy Agreement, the form of which is attached and incorporated as Exhibit B. The provisions of the Post-Closing Occupancy Agreement executed by the parties shall survive Closing.

ARTICLE 6 SELLER'S REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Seller. Seller represents and warrants that, to the best of Seller's actual knowledge the following statements are and shall be true and correct as of the Closing. Each of Seller's representations and warranties is material to and is being relied upon by Purchaser and the truth thereof shall constitute a condition precedent to Purchaser's obligations hereunder.

6.1.1 Proof of Authority. Seller has authority and authorization to enter into this Agreement and consummate the transaction contemplated by it, and shall deliver such proof of the power and authority of the persons executing and/or delivering any instruments, documents, or certificates on behalf of the Seller, if any, to act for or bind the Seller, as may be reasonably required by the Escrow Holder and/or the Purchaser.

6.1.2 Title to the Property. Seller has sole legal and beneficial fee title to the Property, and has not granted any person or entity any right or interest in the Property except as set forth in this Agreement and in the Preliminary Report.

6.1.3 Property Documents, No Defaults. The Property Documents delivered by Seller to Purchaser are true, correct and complete copies and there are no other documents or instruments in Seller's custody or control that would constitute Property Documents that have not been delivered or otherwise made available to Purchaser. Seller has no knowledge of any default by Seller under any Property Documents. Seller warrants that the services associated with the Property Documents, if any, have been, or will be, paid for by Seller no later than Closing. Seller does not warrant or represent that any information in the Property Documents is accurate, adequate or complete. To the extent that the Property Documents include documents prepared by Seller, Seller warrants and represents only that Seller completed such documents to the best of Seller's knowledge and ability. To the extent that Purchaser relies on the Property Documents with respect to the matters contemplated in this Agreement or otherwise, Purchaser does so at its own risk.

6.1.4 Pending Transactions, Suits or Proceedings. Other than has transpired between the parties, there are no transactions, suits, proceedings, litigation (including zoning or other land use regulation proceedings), condemnation, or investigations pending, threatened against, or affecting the Property or title thereto in any court at law or in equity, or before or by any governmental department, commission, board, agency or instrumentality.

6.1.5 Defects. To the best of Seller's knowledge, there are no latent or other defects or conditions on or about the Property which would cause injury or damage to persons or property, or which would have a material adverse effect on lawful uses of the Property. Seller does not warrant or represent that latent defects are absent from the Property and except to the extent of the representation and warranty contained in the first sentence of this Section 6.1.5, Purchaser shall rely on its own investigation with respect to any such defects. Purchaser acknowledges that the terms of Paragraph 4.2 apply to any claims, counterclaims, defenses or actions that arise during the pendency of this Agreement and thereafter due, in whole or in part, to any latent defect.

6.1.6 No Further Encumbrances. As long as this Agreement remains in force, Seller will not lease, transfer, option, mortgage, pledge, or convey its interest in the Property or any portion thereof nor any right therein, nor shall Seller enter into any agreement granting to any person or entity any option to purchase or rights superior to Purchaser with respect to the Property or any part thereof.

6.1.7 Hazardous Materials. Seller hereby discloses that the house located on the Property may have lead paint and asbestos and there is an oil tank on the Property. Seller

further discloses that Seller is aware that surface water, wind and other natural phenomena cause drainage from neighboring properties, whether or not such properties are adjacent to the Property, into the water bodies on, within, under, about, through or from the Property and that such drainage includes materials which may be Hazardous Materials as that term is defined herein. Except as specifically disclosed herein and except for Seller's use of common household cleaners, to the best of Seller's knowledge: (1) no Hazardous Materials have been generated, disposed of, deposited or released (or caused to be generated, disposed of or released) on, within, under, about or from the Property; (2) no other party or person has used, stored, transported, generated, disposed of or released on, within, under, about or from the Property any Hazardous Materials. Without limiting the foregoing, neither Seller nor the Property is now, or has ever been, in violation of or under investigation for the violation of any Environmental Laws. Seller hereby assigns to Purchaser as of the Closing, to the extent assignable, all claims, counterclaims, defenses or actions, whether at common law or pursuant to any applicable federal, state or local laws, if any, that Seller may have against third parties relating to the existence of Hazardous Materials in, at, on, under or about the Property.

6.1.8 Access; No Leases or Tenancies. The Property has legal and physical access to a publicly-dedicated street or road. There are no leases or tenancies in effect on the Property and possession thereof can and will be delivered to Purchaser upon Closing.

6.1.9 Construction or Other Liens. At the time of Closing, no work, labor or materials have been expended, bestowed or placed upon the Property, which will remain unpaid at close of escrow upon which a lien against the Property may be filed.

6.1.10 No Option of Right of First Refusal to Acquire Premises. Seller represents that no person or entity has any right of first refusal or option to acquire any interest in the property or any part thereof.

6.1.11 Conduct Pending Full Payment; Covenants.

6.1.11.1 Conduct of Property. Seller will not modify, cancel, extend or otherwise change in any material manner any of the terms, covenants or conditions of the Property Documents, nor enter into any leases as to the Property without Purchaser's written consent, nor enter into any other agreements having a material effect on the Property without the prior written consent of Purchaser, which Purchaser shall not unreasonably withhold or delay.

6.1.11.2 No Alterations. Seller will not make any material alterations to the Property prior to the Closing.

6.1.11.3 Maintain Physical Condition. Seller, at its sole cost and expense, will maintain and keep the Property during the pendency of this Agreement in approximately the same condition, reasonable wear and tear excepted, as the Property was in on the Effective Date.

ARTICLE 7
PURCHASER'S REPRESENTATIONS AND WARRANTIES

7.1. Purchaser's Representation and Warranties. Purchaser represents and warrants that the following representations and warranties of Purchaser are and shall be true and correct as of the Closing. Each of Purchaser's representations and warranties is material to and is being relied upon by Seller and the continuing truth thereof shall constitute a condition precedent to Seller's obligations hereunder.

7.1.1 Authority. The execution and delivery of this Agreement has been duly authorized and approved by all requisite action of Purchaser, and the consummation of the transactions contemplated hereby will be duly authorized and approved by all requisite action of Purchaser, and no other authorizations or approvals will be necessary in order to enable Purchaser to enter into or to comply with the terms of this Agreement.

7.1.2 Binding Effect of Documents. This Agreement and the other documents to be executed by Purchaser hereunder, upon execution and delivery thereof by Purchaser, will have been duly entered into by Purchaser, and will constitute legal, valid and binding obligations of Purchaser. To Purchaser's actual knowledge, neither this Agreement nor anything provided to be done under this Agreement violates or shall violate any contract, document, understanding, agreement or instrument to which Purchaser is a party or by which it is bound.

ARTICLE 8
PRORATED FEES AND COSTS

8.1 Prorations. Escrow Holder will prorate between the parties, based on the latest information available to Escrow Holder as of the Closing Date, all taxes, bonds and assessments ("Taxes") for the Property, except as provided in Section 8.2 below. If, after the Closing, either party receives a bill for any Taxes, the parties agree that the Taxes shall be prorated between the parties as of the Closing Date. The party receiving the bill for the Taxes shall notify the other party in writing of the amount of such Taxes and the party receiving that notice shall pay its prorated share of such Taxes within thirty (30) days of demand therefore. The parties' obligations under this Section shall survive Closing.

8.2 Penalties. Any penalties that would be due as a result of removal of the Property from any tax deferral program shall be charged to Seller as though the Property were removed from such program on the Closing Date. Seller's obligations under this Section shall survive Closing.

8.3 Purchaser's Fees and Costs. Purchaser shall pay (i) all of the Escrow Holder's escrow fee, (ii) all recording charges; (iii) all applicable transfer taxes; and (iv) the cost for the Title Policy and any extended coverage and endorsements for the Title Policy.

8.4 Other Costs. Except as otherwise provided in this Agreement, each party shall bear and pay the expense of its own attorneys, accountants and other professionals incurred in negotiating this Agreement.

ARTICLE 9
CLOSING

9.1. Closing. Escrow Holder shall close Escrow by (i) recording the Deed; (ii) confirming execution of all documents necessary for Closing; and (iii) delivering funds and documents as set forth herein, when and only when all terms and conditions of this Agreement have been met and each of the conditions set forth below have been satisfied:

9.1.1 Funds and Instruments. All funds and instruments required to close the transaction contemplated herein have been delivered to Escrow Holder.

9.1.2 Satisfaction of Conditions Precedent. Each of the conditions precedent set forth in the Agreement have been either satisfied or waived.

9.1.3 Liens and Encumbrances. All liens and encumbrances required to be paid by Seller have been paid and satisfied at Seller's sole expense, including without limitation any trust deed or mortgage affecting the Property. The Property shall be conveyed free of encumbrances, except for the Permitted Exceptions and those expressly accepted or waived by Purchaser pursuant to the terms of this Agreement.

ARTICLE 10
RECORDATION AND DISTRIBUTION OF FUNDS AND DOCUMENTS

10.1 Recorded Documents. Escrow Holder shall cause the County Recorder of Washington County to mail the Deed to Purchaser.

10.2 Conformed Copies. Escrow Holder shall deliver to Seller and Purchaser as soon after Closing as is practical (i) a copy of the Deed, conformed to show recording date, and conformed copies of each document recorded to place title to the Property in the condition required by this Agreement, (ii) a copy of each non-recorded document received hereunder by Escrow Holder.

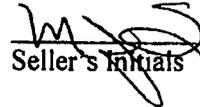
ARTICLE 11
DEFAULT AND REMEDIES

11.1 Purchaser's Default. If Purchaser breaches this Agreement, , Purchaser shall be in default hereunder and Seller is entitled, as Seller's sole and exclusive remedy, to liquidated damages pursuant to this Article. If Escrow fails to close due to Purchaser's default, Purchaser shall pay all Escrow cancellation charges.

11.2 Seller's Remedies. In the event of Purchaser's default under this Agreement, the Earnest Money shall be forfeited by Purchaser and retained by Seller as liquidated damages. Such amount has been agreed by the parties to be reasonable compensation and the exclusive remedy for Purchaser's default, since the precise amount of such compensation would be difficult to determine. Seller shall have no right to any other damages, claims or actions against Purchaser. By initialing this provision in the spaces below, Seller and Purchaser each specifically affirm their respective agreement to this liquidated damages provision as Seller's

sole and exclusive remedy for Purchaser's default, and agreement that the sum is a reasonable sum.


Purchaser's Initials


Seller's Initials

11.3 Seller's Default. If Seller breaches this Agreement, Seller shall be in default of this Agreement. If Escrow fails to close due to Seller's default, Seller shall pay all Escrow cancellation charges.

11.4 Purchaser's Remedies. In the event of Seller's default under this Agreement, Purchaser shall have the right to either (i) terminate this Agreement, and upon such event the Earnest Money shall be immediately refunded to Purchaser, or (ii) seek an action for specific performance in order to enforce Purchaser's rights hereunder. No provision of this Agreement shall be construed as waiving any of Purchaser's rights regarding eminent domain.

ARTICLE 12 ASSIGNMENT

12.1 Assignment by Purchaser. Purchaser may not assign or otherwise transfer any of its rights or obligations under this Agreement.

ARTICLE 13 GENERAL PROVISIONS

13.1 Attorneys Fees. If any action is instituted between Seller and Purchaser in connection with this Agreement, the party prevailing in such action shall be entitled to recover from the other party all of its costs of action, including, without limitation, attorneys' fees and costs as fixed by the court therein.

13.2 Construction of Agreement. This Agreement shall not be construed in favor of or against either party, but shall be construed as if both parties prepared this Agreement.

13.3 Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations, negotiations and understandings of the parties hereto, oral or written, are hereby superseded and merged herein. The foregoing sentence shall in no way affect the validity of any instruments executed by the parties in the form of the exhibits attached to this Agreement.

13.4 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Oregon.

13.5 Modification. No modification, waiver, amendment, discharge, or change of this Agreement shall be valid unless the same is in writing and signed by all signatories hereto.

13.6 Real Estate Brokerage Commission. Seller and Purchaser represent and warrant that no real estate agent or broker was involved in negotiating the transaction

contemplated herein. In the event any claims for real estate commissions, fees or compensation arise in connection with this transaction, the party so incurring or causing such claims shall indemnify, defend and hold harmless the other party from any loss or damage, including attorneys' fees, that said other party suffers because of said claims. The obligations of the parties in the prior sentence shall survive Closing or the termination of this Agreement.

13.7 Notice and Payments. Any notice or document to be given pursuant to this Agreement must be delivered either in person, deposited in the United States mail duly certified or registered, return receipt requested with postage prepaid, or by Federal Express or other similar overnight delivery service marked for next business day delivery. Notices shall be effective upon receipt if delivered personally, on the next day if sent by overnight courier, or two (2) days after deposit in the mail if mailed. Any party listed below may designate a different address, which shall be substituted for the one specified below, by written notice to the other.

If to Seller: Mary Jane Skelton
10355 SW Walnut St.
Tigard, OR 97223

with a copy to: Kathryn Brooke
Brooke Law Office LLC
10260 SW Greenburg Rd, Suite 1180
Portland, OR 97223

If to Purchaser: City of Tigard
Attn: City Manager
City Hall
13125 SW Hall Blvd
Tigard, OR 97223

with a copy to : Jeff Bennett
Jordan Ramis PC
Two Centerpointe Drive, 6th Floor
Lake Oswego, OR 97035
Fax: (503) 598-7373

13.8 Remedies Cumulative. Except as specifically set forth herein, all rights and remedies of Purchaser and Seller contained in this Agreement shall be construed and held to be cumulative.

13.9 Severability. In the event that any phrase, clause, sentence, paragraph, section, article or other portion of this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining portions of this Agreement shall not be affected thereby and shall remain in force and effect to the fullest extent permissible by law.

13.10 Successors and Assigns. Subject to limitations expressed in this Agreement, each and all of the covenants and conditions of this Agreement shall inure to the benefit of and

shall be binding upon the successors-in-interest, assigns, and representatives of the parties hereto. As used in the foregoing, "successors" shall refer to the parties' interest in the Property and to the successors to all or substantially all of their assets and to their successors by merger or consolidation.

13.11 Time of the Essence. Time is of the essence of each and every provision of this Agreement.

13.12 Legal Representation. Seller acknowledges that this is a legal document and that Seller has been advised to obtain the advice of legal counsel in connection with its review and execution of this Agreement. Seller covenants that it will not deny the enforceability of this Agreement on the basis that Seller elects not to obtain legal counsel to review and approve this Agreement.

13.13 Waiver. No waiver by Purchaser or Seller of a breach of any of the terms, covenants or conditions of this Agreement by the other party shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, covenant or condition herein contained. No waiver of any default by Purchaser or Seller hereunder shall be implied from any omission by the other party to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a default other than as specified in such waiver. The consent or approval by Purchaser or Seller to or of any act by the other party requiring the consent or approval of the first party shall not be deemed to waive or render unnecessary such party's consent or approval to or of any subsequent similar acts by the other party.

13.14 Negation of Agency and Partnership. Any agreement by either party to cooperate with the other in connection with any provision of this Agreement shall not be construed as making either party an agent or partner of the other party.

13.15 Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that if the last day of any period falls on any Saturday, Sunday or such holiday, the period shall be extended to include the next day which is not a Saturday, Sunday or such holiday.

13.16 Statutory Disclaimer. THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS THAT, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE AND THAT LIMIT LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, IN ALL ZONES. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR

COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO VERIFY THE EXISTENCE OF FIRE PROTECTION FOR STRUCTURES AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009 AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

13.17 Counterparts. This Agreement may be executed in counterparts, each of which, when taken together, shall constitute fully executed originals.

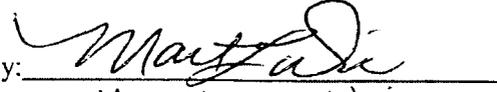
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

SELLER

PURCHASER

City of Tigard, an Oregon municipal corporation

By: 
Mary Jane Skelton

By: 
Name: Martha L. Wine
Its: City Manager

APPROVED AS TO FORM:
By: 
Kathryn Brooke

APPROVED AS TO FORM:
By: 
City Attorney

- Exhibit A - Property
- Exhibit B - Post-Closing Occupancy Agreement
- Exhibit C - Deed

CONSENT OF ESCROW HOLDER

The undersigned Escrow Holder hereby agrees to (i) accept the foregoing Agreement, (ii) be the Escrow Holder under said Agreement, and (iii) be bound by said Agreement in the performance of its duties as Escrow Holder; provided, however, the undersigned shall have no obligations, liability or responsibility under this Consent or otherwise unless and until said Agreement, fully signed by the parties, has been delivered to the undersigned.

DATED: _____, 20__.

By: _____

Name: _____

Title: _____

EXHIBIT A

Real property in the County of Washington, State of Oregon, described as follows:

LOT 1, NORTH TIGARDVILLE ADDITION, AMENDED PLAT, EXCEPTING THAT PORTION CONVEYED TO JOSEPH YOCUM, ET UX, BY DEED RECORDED JUNE 23, 1945, IN BOOK 245 PAGE 227, DEED RECORDS, WASHINGTON COUNTY, OREGON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, NORTH TIGARDVILLE ADDITION; THENCE NORTH 89 08' EAST, 289.5 FEET ALONG THE NORTH LINE OF LOT 1 TO A PIPE; THENCE SOUTH 0 10' EAST, 612.5 FEET TO A PIPE; THENCE SOUTH 19 53' WEST, 443.55 FEET TO A PIPE IN THE SOUTHERLY LINE OF SAID LOT 1; THENCE NORTH 57 40' WEST, 183.1 FEET ALONG THE SAID SOUTHERLY LINE OF THE SOUTHWEST CORNER OF LOT 1; THENCE NORTH 0 15' WEST, 931.92 FEET TO THE BEGINNING.

NOTE: This legal description was created prior to January 1, 2008.

EXHIBIT B

POST-CLOSING OCCUPANCY AGREEMENT

THIS POST-CLOSING OCCUPANCY AGREEMENT (this "Agreement") is made as of _____, 2012 (the "Effective Date") by and between Mary Jane Skelton ("Occupant") and the City of Tigard, a Municipal corporation ("Provider").

WHEREAS:

(A) Occupant is the seller and Provider is the purchaser of the real property described as 10355 SW Walnut Street, Tigard, OR 97223 which is more fully described on the attached and incorporated Exhibit A (the "Property");

(B) As a part of the consideration for Occupant's sale and Provider's purchase of the Property, Provider has agreed to allow Occupant to continue occupying a portion of the Property on an exclusive basis for up to twelve (12) months after the closing the purchase and sale of the Property (the "Closing Date"); and

(C) Occupant desires to continue to occupy and use the Property after the Closing Date;

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Provider hereby grants to Occupant exclusive use of the residence, related outbuildings, and a privacy area as shown on Exhibit A (the "Exclusive Area") which shall be used exclusively by Occupant.
2. Occupant will, at its own expense, pay for all reasonable and common household expenses related to Occupant's use of the Exclusive Area; except that, Occupant shall not be obligated to pay any taxes, bonds or assessments which arise on or after the Closing Date, other than personal income taxes.
3. Occupant will maintain insurance covering Occupant's personal property located on the Exclusive Area and Provider shall not be responsible for any loss of Occupant's property, regardless of cause. Occupant will also provide liability insurance with a combined single limit of not less than \$1,000,000 per occurrence with a \$1,000,000 aggregate limit. Such insurance shall name Provider as an additional insured. Upon Provider's request, Occupant shall provide Provider with a certificate of insurance evidencing Occupant's compliance with this Section 3. In the event any buildings located on the Exclusive Area are damaged or destroyed by any cause during the term of this Occupancy Agreement, this Occupancy Agreement shall automatically terminate as of the date the damage or destruction occurs; provided, however, in such a case, Occupant shall have access to the Exclusive Area for a period of one hundred twenty (120) days after such date to remove her personal property therefrom, such access to be at various times and dates as mutually agreed between the parties.
4. Except to the extent of damage to or destruction of the Property improvements located on the Exclusive Area and of damage resulting from the negligence or willful misconduct of Provider, Occupant

will indemnify and hold the Provider harmless from and against all liabilities, damages, claims, losses, judgments, charges and expenses arising out of or relating to Occupant's use of the Exclusive Area.

5. Occupant may reside on the Exclusive Area for a period up to twelve (12) months. Occupant's residency commences on the date the parties close the purchase and sale agreement for the Property.

6. This Agreement shall not be construed or interpreted as a lease or sublease of the Exclusive Area. Both Occupant and Provider each expressly and knowingly waive any rights either may have under the Landlord Tenant laws of the State of Oregon.

7. Occupant may not assign Occupant's interest in the Exclusive Area or lease or sublease any portion of the Exclusive Area to any third party under any circumstances.

8. If Occupant abandons the Exclusive Area at any time during the term of this Agreement such that Occupant is absent from the Exclusive Area for more than 30 consecutive days without written notice to Provider, this Agreement will automatically terminate and the Provider may enter and take possession of the Exclusive Area. If Occupant abandons the Exclusive Area, any of Occupant's personal property remaining on the Exclusive Area will be deemed to belong to the Provider and Provider may dispose of the personal property as Provider chooses in its sole discretion.

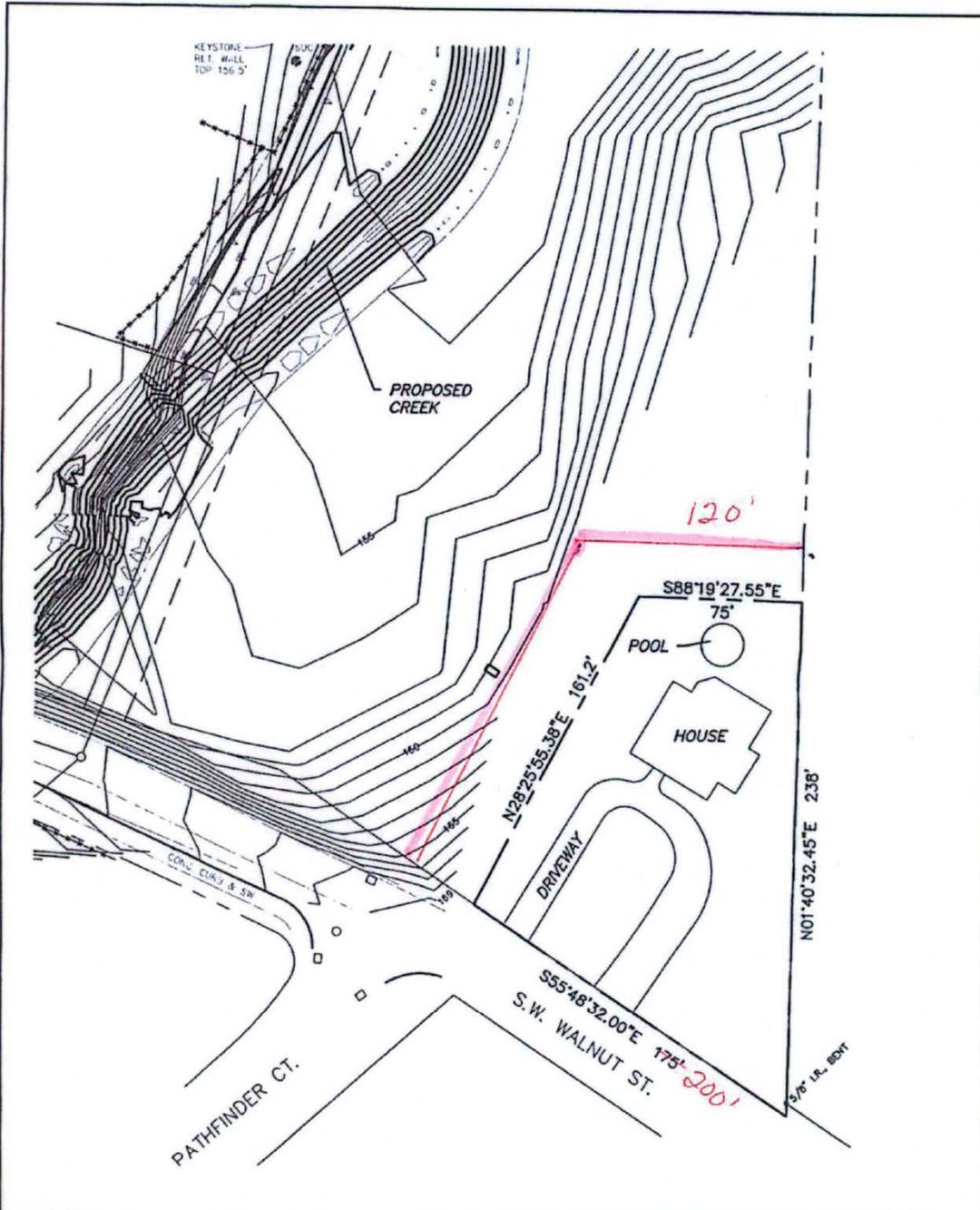
9. Occupant may terminate this Agreement at will. Except as otherwise stated herein, on or before the expiration or earlier termination of this Agreement, Occupant will remove Occupant's personal property from within the Exclusive Area. If any of Occupant's personal property remains on the Exclusive Area at the expiration or earlier termination of this Agreement, such personal property shall be deemed abandoned by Occupant and Provider may dispose of the personal property as Provider chooses in its sole discretion. Occupant has no obligation to remove personal property from areas of the Property outside the Exclusive Area.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

Occupant: _____
Mary Skelton

Provider: _____
City of Tigard, Oregon

EXHIBIT A



Plotted by: JEF PECK on Friday, May 25, 2012 at 10:34:00 AM from the 11X8.5 FIGURE BORDER layout tab
 File Name: P:\11-12\11-12\PROJECTS\2012-2013\TY\GIS\PROJECTS\SKELTON PROPERTY\5052_304-090107.DWG

	ENGINEERING DIVISION PUBLIC WORKS DEPARTMENT 13125 S.W. HALL BLVD. TIGARD, OREGON 97223 VOICE: 503-639-4171 FAX: 503-624-0752 WWW.TIGARD-OR.GOV
	SKELTON PROPERTY LEASE BACK AREA EXHIBIT

FIGURE FIG-1
FILE NO

EXHIBIT C

AFTER RECORDING RETURN TO:

City of Tigard
Attn: City Manager
City Hall
13125 SW Hall Blvd
Tigard OR 97223

UNTIL A CHANGE IS REQUESTED
SEND TAX STATEMENTS TO:

City of Tigard
Attn: City Manager
City Hall
13125 SW Hall Blvd
Tigard OR 97223

This space is reserved for recorder's use.

STATUTORY BARGAIN AND SALE DEED

Mary Jane Skelton, Grantor, grants to CITY OF TIGARD, an Oregon municipal corporation, Grantee, the following described real property:

See Exhibit A attached hereto.

The true consideration for this conveyance is \$420,000.00.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007,

SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

DATED this _____ day of _____, 2012.

Mary Jane Skelton

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
Mary Jane Skelton.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

ACCEPTED:

GRANTEE

CITY OF TIGARD, an Oregon municipal corporation

By: _____
Name: _____
Its: _____

STATE OF OREGON)
) ss.
County of _____)

This instrument was acknowledged before me on _____, 20____, by
_____ as _____ of the City of Tigard, an Oregon
municipal corporation.

NOTARY PUBLIC FOR OREGON
My Commission Expires:_____

Exhibit A

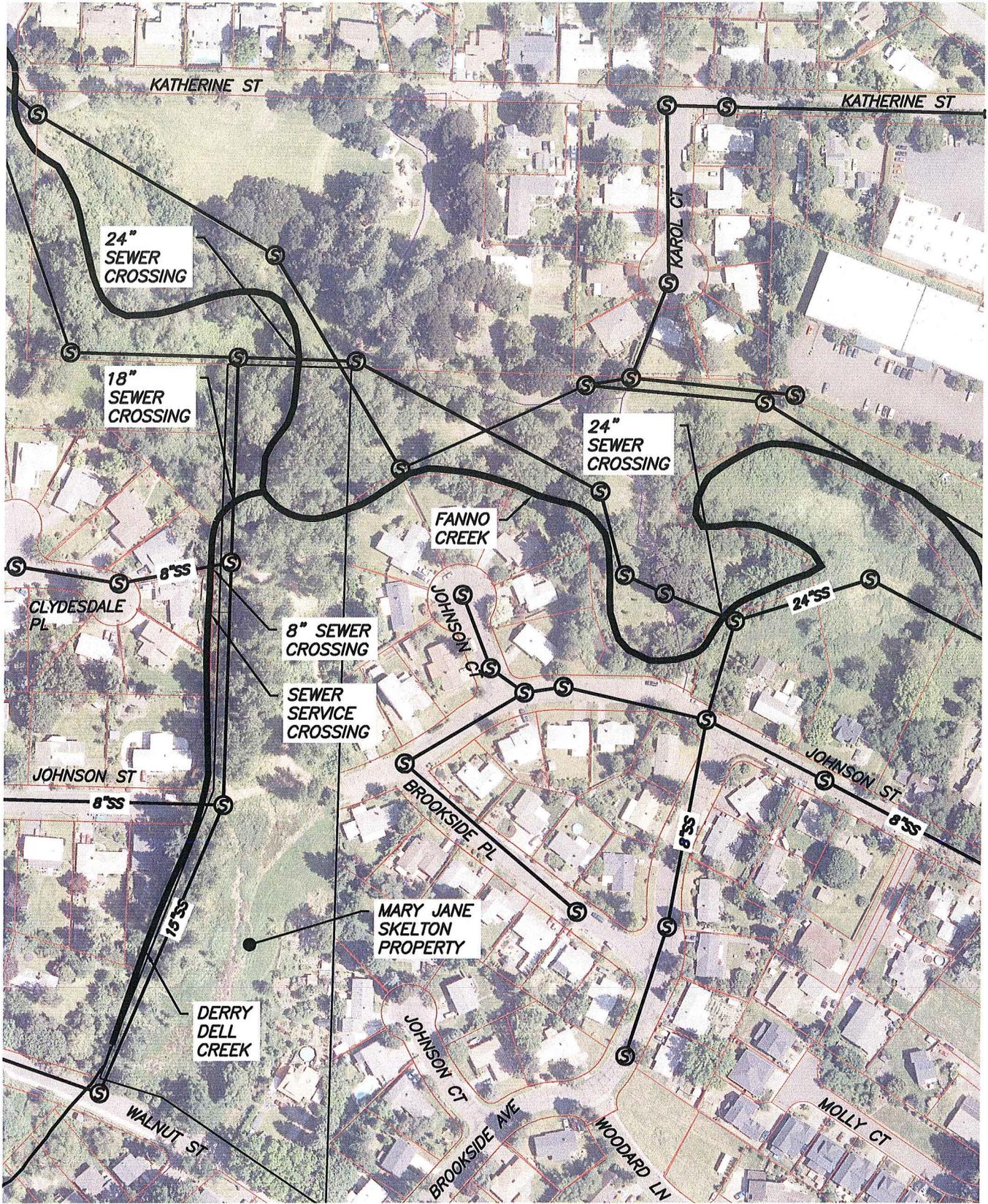
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NOTE: This legal description was created prior to January 1, 2008.

Plotted by: JEFF PECK on Thursday, November 04, 2010 at 9:58:10 AM from the 11x8.5 EXIST CONDITIONS layout tab
File Name: P:\p\h\l\1\ENG\PROJECTS\2010-2011\TY CIP\C3D PROJECTS\DERRY DELL CRK & SS\BASE.DWG



SCALE: 1"=200 FT



ENGINEERING DIVISION
PUBLIC WORKS DEPARTMENT

13125 S.W. HALL BLVD.
TIGARD, OREGON 97223
VOICE: 503-639-4171
FAX: 503-624-0752
WWW.TIGARD-OR.GOV

DERRY DELL CREEK SANITARY SEWER CROSSING EXISTING CONDITIONS (FIGURE 1)

FIGURE
FIG-1

FILE NO

Business Meeting**Meeting Date:** 08/28/2012**Length (in minutes):** 20 Minutes**Agenda Title:** Discuss Council Groundrules and Consider Amendments to the Groundrules (Resolution)**Prepared For:** Liz Newton**Submitted By:** Liz Newton, City Management**Item Type:** Resolution**Meeting Type:** Council Business Meeting - Main

Information**ISSUE**

Council held a discussion on its groundrules at its August 14, 2012 study session. Council directed staff to prepare a resolution to amend two sections of the current groundrules.

STAFF RECOMMENDATION / ACTION REQUEST

Consider the attached resolution amending the current Council Groundrules.

KEY FACTS AND INFORMATION SUMMARY

At the conclusion of council's discussion on its groundrules at the August 14, 2012 study session, there was consensus to amend two sections of the current Council Groundrules. First, to delete the reference to specific months for the annual review of groundrules. Second, to clarify the rules around political involvement and the use of titles. The attached resolution reflects those proposed changes.

Councilor Henderson provided staff with comments and recommendations on the Council Groundrules. The document is attached. Councilor Henderson recommends that the council take the time during the August 28, 2012 council business meeting to review the groundrules and discuss his recommendations.

OTHER ALTERNATIVES

After discussion, direct staff to revise the resolution to include other amendments to the Council Groundrules

COUNCIL GOALS, POLICIES, APPROVED MASTER PLANS

2010 City Council Groundrules

DATES OF PREVIOUS COUNCIL CONSIDERATION

February 14, 2012

August 14, 2012

Attachments

Proposed Resolution Amending Council Groundrules

Councilor Henderson's 8-18-12 Recommendations

**CITY OF TIGARD, OREGON
TIGARD CITY COUNCIL
RESOLUTION NO. 12-**

A RESOLUTION AMENDING THE COUNCIL GROUNDRULES AND SUPERSEDING RESOLUTION NO. 10-60

WHEREAS, the current Council Groundrules include a provision requiring an annual review of the groundrules during a July or August workshop; and

WHEREAS, the City Council discussed the groundrules at its August 14, 2012 study session; and

WHEREAS, council members desire flexibility in the timing of their annual review of the groundrules; and

WHEREAS, council members want to clarify the rules around political involvement.

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Page 1 of the Council Groundrules is hereby amended as follows (language to be deleted is ~~struck through~~):

“The City Council will review the Groundrules annually ~~during a July or August Workshop meeting~~. The Groundrules may also be reviewed and revised as needed at any other time in the year when a specific issue or issues are identified requiring action prior to the established review period.”

SECTION 2: Page 11 of the Council Groundrules is hereby amended as follows (language to be added is underlined):

“Understand proper political involvement. Council members, as private citizens, may support political candidates or issues but such activities must be done separate from their role as a council member. Use of the title ‘Mayor of Tigard’ or ‘City Councilor, City of Tigard’ in support or opposition of political candidates or issues shall be for identification purposes only.”

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2012.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

- 1) **Use council gen. mtg. August 28, 2012 to review Council Rules. Below are my comments.**
- 2) Recognize that Council Rules are Council's responsibilities.
- 3) I suggest that after the general election is over in November, and with our Second or Third meeting date we have a new Mayor and Council Orientation that would be given by the council which would included the following:
 - a) What and who are staff, boards and committees are and how they function.
 - i) How they are important for us.
 - ii) Provide them with departmental flow chart.
 - b) How the City Charter effects us:
 - i) Duties, Term limits, Etc.
 - c) What is the CCDA, City Center Development Agency?
 - i) Tigard Municipal Code 2.64.050
 - ii) What is the CCAC and what are their roles and responsibilities.
 - d) What is the LRCB, Local Contract Review Board?
 - i) Tigard Municipal Code 2.64.050
- 4) Reserve the First week in December for Council Goals and Rules.
- 5) Changes and recommendation for the current **Tigard City Council Groundrules 10-60**
 - a) Page 2 GENERAL GROUND RULE PROVISIONS list three (3) major identifying ground rules for Meeting Process, Communications and Code of Conduct.
 - i) However, a fourth (4) bullet appears on page three (3) governing proceedings of the City Council, Local Contract Review Board and City Center Development Agency where they do not conflict with statutory provisions.
 - (1) This definition is only presumed and not documented with any amount of clarity.
 - b) Page 8, Communications with Potential Mayor/Candidates, first bullet item - Council members will host an event to share with potential Mayor or City Council candidates what is involved in serving on the City Council.
 - i) This was meant to happen for perspective candidates.
 - ii) This would be a great time for staff to have an informal eye opener.
 - c) Page 9 Council Communications with Other Public Agencies Council members serving on committees or boards as the City representative with outside entities or agencies will communicate with other Council members on issues pertinent to the City.
 - i) Define communicate. Example: Tigard Lake Oswego E-mail exposing trouble with water partnership.
 - ii) Rule #1 = No Surprises.
 - iii) Rule #2 = No secrets.
 - iv) Rule #3 = Vote NO on that what you don't understand.
 - d) Page 10, Practice civility, professionalism and decorum in discussion and debate.
 - i) Remove this if we can't abide by it! No excuses.
 - ii) This alone triggers more frequent ground rules training sessions.
- 6) Adopt Council training notes from Joe Hertzberg 1/31/12, 11 bullets.
 - a) Consider annual one on one with Joe Hertzberg with a report to council with suggestions
- 7) Bi-Annually sign **COUNCIL GROUND RULES CERTIFICATION**.