

RESOLUTION NO. 1850

A RESOLUTION OF THE CITY OF WILSONVILLE APPROVING AN AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND VILLEBOIS LLC AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY FOR THE DEVELOPMENT OF SPECIFIC AREA PLAN (SAP) – SOUTH, PRELIMINARY DEVELOPMENT PLAN 1

WHEREAS, the City and Villebois LLC, acting through Costa Pacific Communities, wish to express a common understanding of the financial commitments and obligations associated with the development of the first 60 dwelling units within Villebois, and

WHEREAS, Ordinance No. 553, adopted The Villebois Village Concept Plan, a refinement of the Dammasch Area Transportation-Efficient Land Use Plan, to guide creation of a mixed-use urban village in the area of the former Dammasch Hospital, and

WHEREAS, Ordinance No. 554, amended the Wilsonville Comprehensive Plan by adding policies and implementing measures relative to the Villebois Village planning area, and

WHEREAS, Ordinance No. 555, amended the Comprehensive Plan by designating 481.23 Acres “Residential Village” on the Comprehensive Plan Map and establishing development guidelines for properties designated Residential Village, and

WHEREAS, Ordinance No. 556, adopted the Villebois Village Master Plan, as amended by the Planning Commission, and

WHEREAS, Ordinance No. 557, amended Chapter 4 of the Wilsonville Planning And Land Development Code to establish a new “Village” Zoning District (Section 4.125), and

WHEREAS, the Development Review Board Panel A approved the Specific Plan Area (SAP) South and Preliminary Development Plan 1 and this approval has conditions requiring the construction of infrastructure improvements necessary to serve the development, and

WHEREAS, on September 29, 2003, the City Council adopted Ordinance No. 559 approving the zone change for approximately 13.55 acres from Public Facility (PF) to Village (V) zone for PDP1, and

WHEREAS, in order to provide needed improvements and services to Villebois for parks, storm drainage, rain water management and increased capacity at the Wilsonville Road I-5 interchange, the agreement references certain increases in systems development charges and other City fees that will require City Council approval and adoption, and

WHEREAS, the analysis to support future City Council approval will be necessary in order to make the SDC and fee adjustments contemplated in this Agreement, and

WHEREAS, where applicable the Agreement includes an estimate of the cost of the SDC increase or decrease with a formula for adjustments once the City Council has enacted the new fee schedule, and

WHEREAS, the Agreement includes a provision requiring the developer to have installed automatic fire sprinkler systems in all structures not currently required to be sprinkled by the Oregon Structure Specialty Code, and

WHEREAS, the cost associated with the installation of the sprinkler system is to be offset by a corresponding reduction in the water system development charges paid at the time the building permit issued.

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

1. The Wilsonville City Council authorizes the City Manager to execute the "Agreement for Specific Area Plan (SAP) – South PDP 1" attached hereto as Exhibit A. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a special meeting thereof this 29th day of September, 2003, and filed with the Wilsonville City Recorder this date.



CHARLOTTE LEHAN, Mayor

ATTEST:



SANDRA C. KING, City Recorder

SUMMARY of Votes:

Mayor Lehan	Yes
Councilor Kirk	Yes
Councilor Helser	Yes
Councilor Scott-Tabb	Yes
Councilor Holt	Yes

**AGREEMENT
FOR SAP-SOUTH, PDP-1**

**Between the
City of Wilsonville**

And

Villebois LLC

September 30, 2003

**AGREEMENT
FOR SAP- SOUTH, PDP-1**

THIS AGREEMENT (Agreement) is entered into the 30th day of September, 2003, by and between the City of Wilsonville (City), a municipal corporation in the State of Oregon, and Villebois LLC (Developer), an Oregon limited liability company, acting by and through its agent Costa Pacific Homes LLC dba Costa Pacific Communities.

RECITALS

- A. The City of Wilsonville has adopted the Villebois Master Plan (07B) for an urban village on property located on the west side of the City and a Specific Area Plan – South, 03DB21, (SAP-South). The Villebois Master Plan, land use plan map is attached as Exhibit A for ease of reference. It is understood that this plan map is intended to be refined over the next six months.
- B. The Developer is purchasing property within the Villebois planning area and desires to develop the property in accordance with the Villebois Master Plan, SAP-South and the conditions set forth in this Agreement. Developer's property (Property) within SAP-South, Preliminary Development Plan, Phase 1, 03DB23, (PDP-1) is identified in Exhibit B. PDP-1 is approved for development and is fully contained in the City of Wilsonville.
- C. City Council concludes that development of the Property is in the best interests of the City and the health, safety and welfare of its residents.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Developer agree as follows:

- 1. **Property Development:** The Developer agrees to build out the Property consistent with the Villebois Master Plan (07B), and specifically in accordance with SAP-South, PDP-1, and other necessary approvals under the village zone regulations.
- 2. **Development Phasing:** The Developer shall develop 60 residential units in accordance with the type of units as shown in Exhibit B. Developer intends to have units completed by March 2005.
- 3. **On-Site Infrastructure:** The Developer agrees to pay for construction of all infrastructure improvements included in the conditions of approval for PDP-1 and such City development and permit fees as may be applicable, including, but not limited to, those set forth in this Agreement.
- 4. **I-5 Interchange Supplemental System Development Change (SDC):** Developer agrees that a revised Supplemental SDC fee for increased capacity at the I-5 / Wilsonville Road Interchange will be initiated by the City Staff, and if adopted by City Council will be applied to the

development of PDP-1. The estimated fee of \$3,000 per pm peak trip through Wilsonville Road I-5 Interchange shall be collected by the City from the Developer or its successor at the time of building permit issuance and shall be applied to the amount adopted. Any shortage between the estimated \$3,000 paid and the adopted fee shall be paid promptly by the developer or its successor upon demand by the City and any excess between the estimated \$3,000 fee and the adopted fee shall be refunded promptly by the City to the payor of the SDC.

5. Sprinkler Systems: Developer shall install or cause to be installed an automatic fire sprinkler system in all buildings not otherwise required to be sprinklered by the Oregon State Structural Specialty Code. All One and Two Family Dwellings, including "row houses," shall be provided with a NFPA 13D Multi-Purpose fire sprinkler system. To offset the cost of the sprinkler system, the City agrees to initiate legislation to reduce the water SDC by \$1.21 per square foot of the dwelling unit for one and two family dwellings including row houses. The reduction is limited to a maximum of \$3,984 for single-family homes and row houses. For two family homes, the maximum reduction will be limited to the water SDC for the two family dwelling. Should installation of a fire sprinkler require an increase in meter size, the SDC shall be collected at the standard rate for a five eighths by three quarters meter used for a single-family residential unit. Pending adoption of proposed legislation, the City shall initiate the SDC reduction. If the reduction allowed is greater than that which is subsequently adopted by the City Council, the developer shall pay or cause to be paid the difference to the City. However, if the reduction allowed is less than that which is subsequently adopted by the City Council, the City shall pay the difference to the payor of the SDC.

6. Barber Street System Development Charge (SDC) Credits: Developer agrees to build Barber Street within the boundaries of South SAP, PDP-1 to the size specified by the City. City will calculate SDC credits for that part of the construction of Barber Street that is oversized to accommodate offsite capacity and provide a SDC credit for such oversizing.

7. Rainwater System and Parks Maintenance: The design of the rainwater system and the park facilities might generate maintenance costs in excess of those funded by typical City fees. Developer acknowledges that analysis of the costs is underway and agrees to support imposition of such an additional fee if required.

8. Storm Water System: The Developer shall restore/reconstruct the existing outfall into Mill Creek to prevent further degradation of the outfall and Mill Creek drainage basin.

9. Villebois Village District Parks SDC: Developer agrees that the City may initiate legislation to establish a revised Parks SDC for the Village Zone and if adopted, the revised Parks SDC will be applied at the time building permits are issued for PDP-1. . If initiated prior to the issuance of building permits, the estimated fee of approximately \$4,812 per equivalent dwelling unit (edu) will be collected at the time of application for a building permit. If not initiated, the standard Parks SDC for the remainder of the City will be collected for PDP-1 of the SAP-South of the Villebois Village Development. Pending adoption of proposed legislation, the City will collect the \$4,812 per edu described above. Any difference between the amount collected and that approved by legislation shall be refunded to the payor of the SDC if excess funds are collected, or collected from developer or payor of the SDC as the case may be prior to approval of buildings for occupancy if insufficient funds are collected.

10. Indemnity: To the extent allowed by law, each Party agrees to indemnify the other and hold the other harmless from and against any and all claims of liability arising out of the Party's actions under this Agreement to the extent such claims allege that the Party has either failed to perform as required in the Agreement or performed negligently. Villebois LLC hereby specifically indemnifies City against any obligation to pay contractors or suppliers of the improvements required by conditions of approval.

11. Dispute Resolution: Controversies among the Parties and/or between any two of them shall be resolved, to the extent possible, by informal meetings and discussions in good faith between them. If a dispute cannot be resolved in that manner within five (5) business days of the first such meeting, any party may elect to exercise its right to require mediation of the dispute.

During mediation, the parties agree to negotiate in good faith as to the matter submitted to mediation. In such event, the Party requesting mediation shall appoint a recognized mediator. No mediator shall be an employee, officer, board member, consultant, supplier or customer, or otherwise be affiliated with any of the Parties. The mediator shall be reasonably qualified to act as a mediator with respect to construction contracts. Each Party shall share equally in the out-of-pocket costs for mediation; provided that the mediator shall be empowered to require one Party to pay more than its pro rata share of the expenses if the mediator determines that such Party is not negotiating in good faith in the mediation process. In no instance, however, shall any party be required to pay attorneys' fees incurred in the mediation by the other Party. The location of the mediation and specific procedures relating to the mediation shall be determined by the mediator, and each Party agrees to comply with all decisions, directions, instructions and procedures made or established in good faith by the mediator.

If the Parties are unable to resolve a controversy using mediation within fifteen (15) days after commencement thereof, the dispute shall be settled by binding arbitration, and a corresponding judgment may be entered in a court of competent jurisdiction. Arbitration of any dispute may be initiated by any Party sending a written demand for arbitration to the other Party. This demand will specify the matter in dispute and request the appointment of an arbitrator. The mailing of the demand to the Parties at the address set forth herein will be deemed personal service and accepted by the Parties for any arbitration or proceeding with respect to this Agreement. The arbitrator will be selected from a list provided by the arbitration service selected by the Party initiating arbitration. The arbitration hearing will be conducted in accordance with the procedural rules set forth in the arbitration rules of the arbitration service selected. The situs of the arbitration will be in the Portland-Metropolitan Area or such other place as the Parties agree. The arbitrator shall not be empowered to award punitive or exemplary damages to any Party. The decision of the arbitrator shall be binding on the Parties and may be enforced by any court of competent jurisdiction.

12. Notices: All notices under this Agreement shall be in writing and delivered in person, by facsimile, or by first-class mail to the following:

If to Villebois LLC:
Mike Ragsdale
Costa Pacific Communities
28801 SW 110th
Wilsonville, OR 97070

If to City:
Michael E. Kohlhoff, City Attorney
City of Wilsonville
30000 SW Town Center Loop E
Wilsonville, OR 97070

Copy to:
Tim Ramis
Ramis, Crew, Corrigan and Bachrach, LLP
1727 N.W. Hoyt St.
Portland, OR 97209

13. The Parties agree that this Agreement shall run with the land and shall be binding upon and inure to the benefit of all heirs, successors and assigns.

EXHIBITS

Exhibit A – Villebois Land Use Plan Map
Exhibit B – PDP-1

VILLEBOIS LLC

Dated: _____

By _____
Its _____

Dated: _____

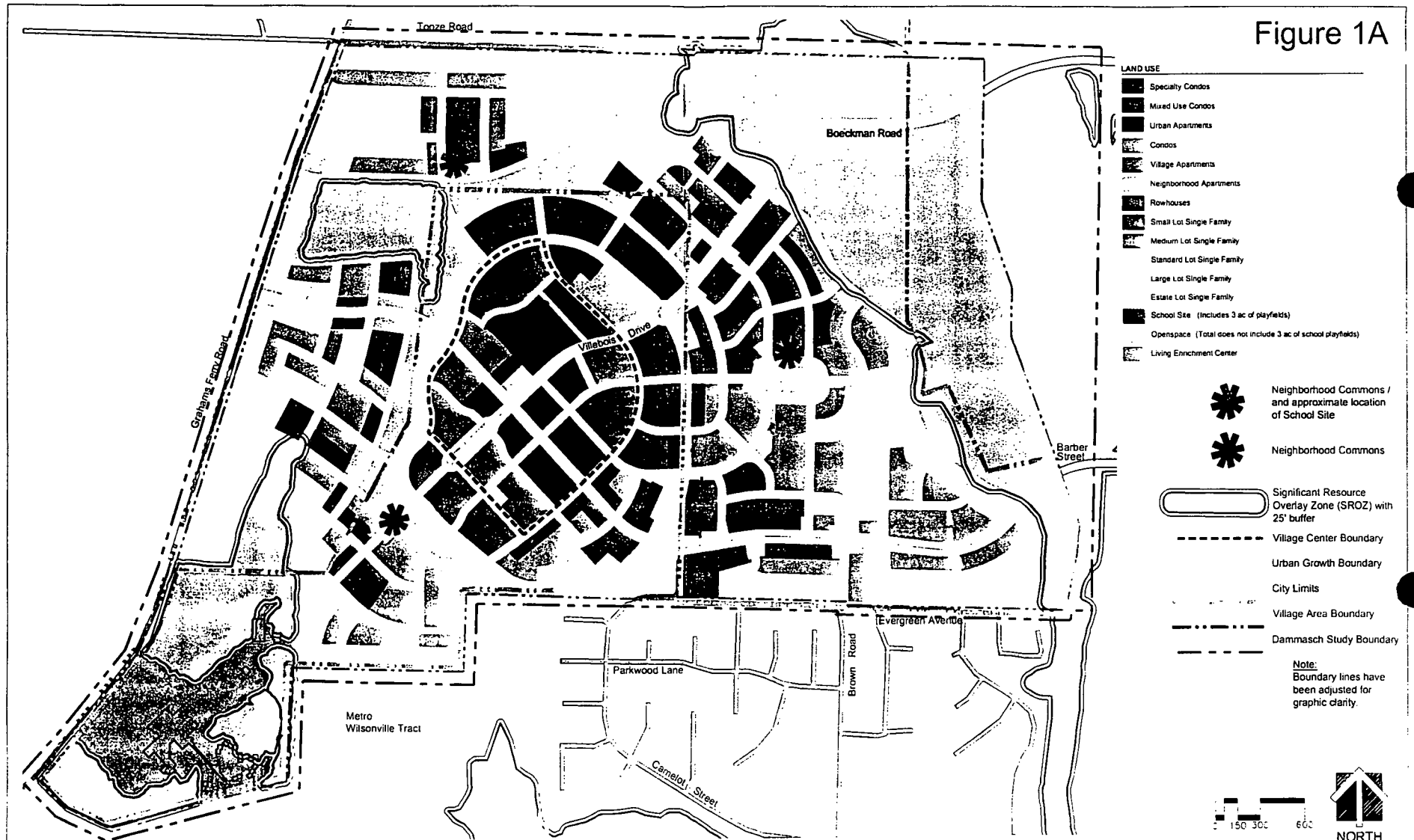
CITY OF WILSONVILLE

By _____
Arlene Loble
Its City Manager

Approved as to form:

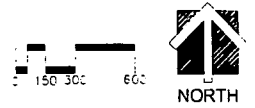
By _____
Michael E. Kohlhoff
Wilsonville City Attorney

Figure 1A



- LAND USE**
- Specialty Condos
 - Mixed Use Condos
 - Urban Apartments
 - Condos
 - Village Apartments
 - Neighborhood Apartments
 - Rowhouses
 - Small Lot Single Family
 - Medium Lot Single Family
 - Standard Lot Single Family
 - Large Lot Single Family
 - Estate Lot Single Family
 - School Site (Includes 3 ac of playfields)
 - Openspace (Total does not include 3 ac of school playfields)
 - Living Enrichment Center
- Neighborhood Commons / and approximate location of School Site
 - Neighborhood Commons
 - Significant Resource Overlay Zone (SROZ) with 25' buffer
 - Village Center Boundary
 - Urban Growth Boundary
 - City Limits
 - Village Area Boundary
 - Dammasch Study Boundary

Note:
Boundary lines have been adjusted for graphic clarity.



NOTES:
The Villebois Village Master Plan shall comply with the City of Wilsonville SROZ regulations. Encroachments within the SROZ are shown for illustrative purposes only, and will be reviewed for compliance or exemption as more detailed information is provided that will affect the SROZ areas. Adjustments in plan, street alignments, and intersections as well as rainwater facilities and pathways will be made to comply with SROZ regulations.
* The SAP process will address an increase in size of the school site to 10 acres or a size otherwise agreed upon with the city and school district.

Adopted by Planning Commission
on July 23, 2003

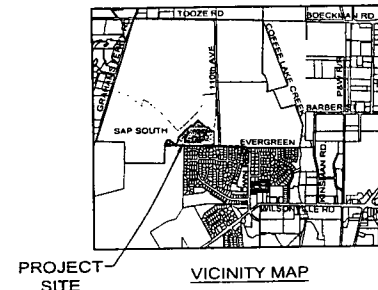
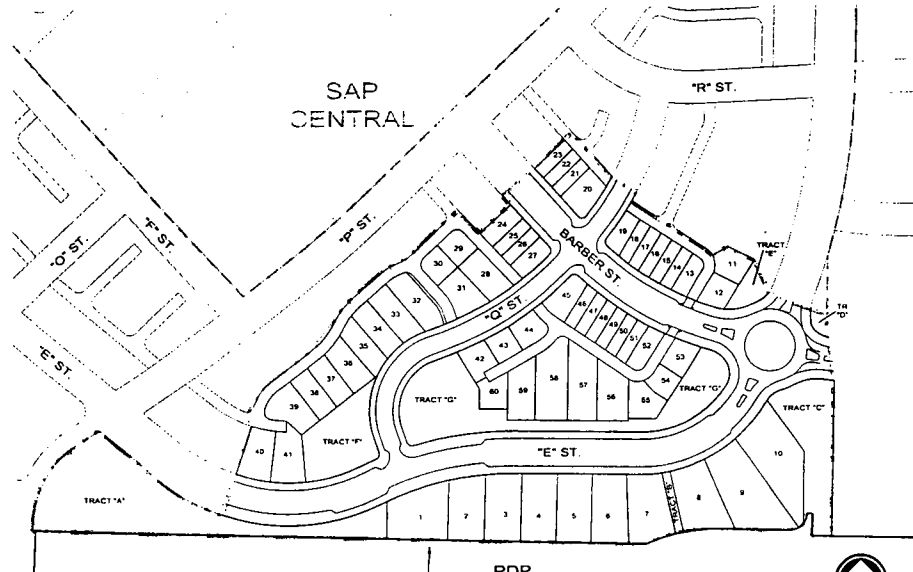
Replacement
Land Use Plan
JULY 23, 2003



VILLEBOIS

PRELIMINARY DEVELOPMENT PLAN

TOWNSHIP 3 SOUTH, RANGE 1 WEST, SECTION 15, W.M. CITY OF WILSONVILLE, OREGON



PDP
PHASE 1 OF SAP SOUTH

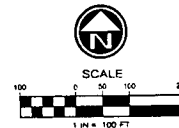
UTILITIES & SERVICES:

WATER:	CITY OF WILSONVILLE
STORM:	CITY OF WILSONVILLE
SEWER:	CITY OF WILSONVILLE
POWER:	PORTLAND GENERAL ELECTRIC
GAS:	NORTHWEST NATURAL
FIRE:	TUALATIN VALLEY FIRE & RESCUE
POLICE:	CLACKAMAS COUNTY SHERIFF
SCHOOL:	WEST LINN / WILSONVILLE SCHOOL DISTRICT 3JT
PARKS:	CITY OF WILSONVILLE
PHONE:	GENERAL TELEPHONE
WASTE DISPOSAL:	UNITED DISPOSAL SERVICE

BENCHMARK:

OREGON STATE PLANE COORDINATE 5818 LOCATED IN MONUMENT BOX IN CENTERLINE OF TOOOZE ROAD .2 MILES WEST OF 110TH.

ELEVATION DATUM: NAVD 88. ELEVATION = 202.991



SHEET INDEX:

- 1 COVER SHEET
- 2 EXISTING CONDITIONS
- 3 AERIAL PHOTOGRAPH
- 4 PRELIMINARY PARTITION PLAT
- 5 TENTATIVE PLAT
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- 7 COMPOSITE UTILITY PLAN
- 8 CIRCULATION PLAN
- 9 SITE / LAND USE PLAN
- 10 CONCEPTUAL LANDSCAPE PLAN
- 11 TREE PRESERVATION / PROTECTION PLAN
- 12 STREET TREE / LIGHTING PLAN
- 13 CONCEPTUAL BUILDING PLANS AND ELEVATIONS



COSTA PACIFIC COMMUNITIES
 ALPHA ENGINEERING, INC
 FLETCHER FARR AYOTTE
 GEO TECHNICAL RESOURCES, INC
 EVERSON ASSOCIATES
 KITTELSON & ASSOCIATES
 PACIFIC HABITAT SERVICES, INC
 WALKER MACY

VILLEBOIS

Preliminary
Development Plan

Cover Sheet

DATE August 18, 2001

