



**Willamina City Council
Virtual Only-Special Meeting
Friday, December 22, 2023 at 5:00 p.m.**

VIRTUAL ONLY

City provides access via the Zoom platform. Zoom access information is available at the end of this Agenda and on the City's website at www.willaminaoregon.gov.

AGENDA

CALL TO ORDER

ROLL CALL

FLAG SALUTE

AGENDA ADDITIONS, DELETIONS, AND CORRECTIONS

PUBLIC INPUT – BUSINESS FOR THE AUDIENCE

Public Input: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the City Recorder prior to the meeting.

CORRESPONDENCE – None

REGULAR AGENDA

1. Land Donation Agreement- Resolution 22-23-013

COUNCIL COMMENTS

ADJOURN

Next Council Meeting

City Council Regular Meeting on January 9, 2023 at 6:00 p.m.

Information regarding the above meeting(s) and Zoom access information can be found on the City of Willamina website at <https://www.willamina.oregon.gov>

Persons with hearing, visual or manual impairments who wish to participate in the meeting should contact the City of Willamina at least 48 hours prior to the meeting date in order that appropriate communication assistance can be arranged. The City of Willamina Council meetings are accessible to the disabled. Please let us know if you need any special accommodations to attend this meeting.

Join Zoom Meeting

<https://us02web.zoom.us/j/83078532811?pwd=SIVETHFyTWIYOGdzbHY0RDZUL2pJZz09>

Meeting ID: 830 7853 2811

Passcode: 540301

Find your local number: <https://us02web.zoom.us/j/83078532811?pwd=SIVETHFyTWIYOGdzbHY0RDZUL2pJZz09>

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www.willaminaoregon.gov

**City of Willamina
Staff Report
FOR THE CITY COUNCIL MEETING OF DECEMBER 22, 2023**

TO: MAYOR AND CITY COUNCIL
FROM: BRIDGET MENELEY, CITY MANAGER
SUBJECT: RESOLUTION NO. 22-23-013

ISSUE

Shall the City Council adopt Resolution 22-23-013 confirming receipt of a Notice of Acquisition of a Temporary and Permanent Easement, donating those easements to the City of Willamina, and authorizing the City Manager to execute any and all documents effectuating that donation?

RECOMMENDATION:

Adopt Resolution 22-23-013.

SUMMARY AND BACKGROUND

The City of Willamina City Council previously approved the February 2015 Water Master Plan (hereinafter "Plan"). That plan recommends that due to an eroding riverbank which deposits large amounts of sand and silt into the City's water intake system, that the City of Willamina intake system should be moved to a location downstream from its current location.

In 2018, a gravel bar migrated within the river and landed on the City's water intake. The City was able to remove that portion of the gravel bar that landed on the intake. This year (2021) that same gravel bar once again migrated and has landed on the City's water intake. The City is currently working with our engineers and all federal and state agencies to once again get into the water and remove that portion of the gravel bar that landed on the intake.

With the original 2015 problem of sand and silt being deposited in the City's water intake system due to the eroding riverbank, and the 2018 and 2021 problem of a shifting gravel bar, the City's engineers have opined that within the next two to three years, the City's water intake system would be inoperable due to one or both of these issues resulting in the City's inability to provide potable water to its citizens, the Willamina School, and the West Valley Fire District.

In addition, the City's engineers recommended that the City not only undertake moving the water intake system, but also that the City upgrade subordinate water system elements including improvements to the intake pump station, the 12" main from the water intake to the water treatment plant, and the 6th street booster station which services those lines. Further, it was recommended that the City install a new main line from the Water Treatment Plant to the Willamina School District.

The City applied for and received a 2018 Community Block Grant in the sum of \$500,000 from Business Oregon for the design of the project. In addition, the City applied for and received a 2021 Community Block Grant in the sum of \$300,000 from Business Oregon for the increased design costs. The total cost for the design portion of the project is expected to be to \$800,000.

The City must plan for the construction phase of this project. This phase includes, among other things, locating necessary funding, acquisition of easements, and construction of the project as designed.

The City has sent out a number of letters to those individuals and businesses who own property upon which the City will require an easement. Some of those individuals and businesses have offered to donate the easements to the City. City staff believe it is due to the desperate need of the community for continued water service and the community-minded individuals and businesses who own these easements.

FACTS AND FINDINGS

1. The City of Willamina City Council previously approved a February 2015 Water Master Plan which recommends moving the City's water intake system due to sand and silt being deposited in that system due to an eroding riverbank.
2. In addition to the sand and silt deposits, a gravel bar is migrating toward the City's intake and has deposited large amounts of gravel and silt on the City's intake vents.
3. Due to these two factors, the City's engineers are of the opinion that the City's intake will fail within the next two to three years. Therefore, the City must move the intake as soon as feasible in order to continue to provide water to the community.
4. City staff applied for and the City has received \$800,000 in grants to complete the design of the project which includes moving the intake, placing larger main lines from the intake, upgrading the booster plant, and placing a large main line to the Willamina School Campus.
5. In order to complete the project, the City must acquire temporary and permanent easements across land owned by a number of individuals and businesses. As required by law, letters were sent to those property owners. A number of those businesses and individuals have offered to donate the needed easements to the City.
6. The attached Resolution No. 22-23-013 provides the necessary verification and documentation as required by the federal funders.

Proposed Motion: *I move the City Council adopt Resolution 22-23-013.*

Bridget Meneley
Bridget Meneley, City Manager

Attachment: Resolution No. 22-23-013

Agreement for Donation of Real Property

This Agreement for Donation of Real Property is made this 7th day of July 2023, 2022 by and between the City of Willamina, an Oregon municipal corporation ("Grantee"), and OR-AK Corporation, and Oregon corporation ("Grantor").

RECITALS

A. The addresses of the parties are as follows:

GRANTEE: City of Willamina
 411 NE C Street
 Willamina, OR 97396
 Attn: City Manager

GRANTOR: OR-AK Corporation
 601 Pinehurst Drive
 Newberg, Oregon 97132-1625

B. Grantor owns real property located at in the City of Willamina, Yamhill County, Oregon, and described as Tax Lots: R6701AD 00100, R6701AD 01800, R6701AD 2400, and more particularly described on Exhibit A attached hereto and incorporated herein by reference. Said real property (together with all improvements, timber, water, and minerals located thereon) and any and all rights appurtenant thereto owned by Grantor shall be referred to in this Agreement as the "Subject Property."

C. Grantor desires to donate Subject Property to Grantee to be used for public road and recreational purposes.

In light of the foregoing, Grantor and Grantee agree as follows:

TERMS

1. **Donation and Consideration.** Grantor agrees to and hereby does donate to Grantee and Grantee hereby agrees to and does accept from Grantor the Subject Property on the terms

and conditions set forth herein. The consideration for this donation consists solely of the mutual promises and covenants contained in this Agreement and includes benefits Grantor may obtain for donating property to an Oregon municipal corporation. Further Grantor has been fully informed of their rights under the federal Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended. Grantor understands that they cannot be required to convey the Property to the City for less than its appraised fair market value.

2. **Closing Date.** This transaction shall close no later than July 30, 2023 unless otherwise extended as set forth herein (the "Closing Date" or "Closing"). Closing will occur at the office of First American Title, 775 NE Evans St, McMinnville, Oregon ("Title Company"). In the event that Closing has not occurred by July 30, 2023 Grantee shall obtain written consent from Grantor extending the Closing Date for an additional length of time not exceeding one hundred (120) days or this Agreement will automatically terminate.
3. **Donation of Property.** Grantor agrees that it is solely responsible for any tax deductions as determined by the Internal Revenue Service and any tax consequences that may result from the charitable gift set forth in Section 1 above. Grantor is advised to consult with a tax advisor concerning this Agreement.
4. **Condition of the Subject Property.** Grantee acknowledges it has had the opportunity to conduct an investigation and inspection of the Subject Property. Grantee also has obtained a Title Report from the Title Company. Within fifteen (15) days of receipt of the Title Report, Grantee shall provide Grantor written notice of any unacceptable exceptions. Within fifteen (15) days of receipt of notice of any unacceptable exceptions, Grantor will provide written notice to Grantee whether it will remove the unacceptable exceptions before Closing. Taxes, mortgages, or other monetary liens or encumbrances are automatically deemed unacceptable exceptions and must be removed by Closing. Grantee in its sole discretion may determine if it wished to terminate this Agreement in the event some or all of the unacceptable exceptions are not removed at or by Closing. Grantor makes no representation or warranty as to the condition or suitability of the Subject Property for Grantee's intended purposes.
5. **Title.** Grantor shall convey through a bargain and sale deed ("Deed") to Grantee free and clear of all unacceptable title defects, liens, deeds of trust, mortgages and encumbrances known by the Seller or disclosed through the Title Report. The Deed will contain language therein whereby Grantee agrees to use the Property public road and recreational purposes.
6. **Park Name/Funds.** Grantee agrees that any park that is located on the Property will be named Hobbs Park to recognize the Grantor's donation of the Property to the City. The Grantee has entered into a letter agreement with S & C Associates, LLC. S & C Associates, LLC has donated \$10,000 to the Grantee for park purposes and the letter agreement is attached hereto as Exhibit B. Grantee will use that donation to develop a

park on the Tax Lot R6701AD 00100. The obligations in this Section 6 will survive Closing.

7. **Title Insurance.** Grantee shall be responsible for obtaining a standard ALTA owner's policy or other policy of title insurance of its choosing within 60 days of conveyance.
8. **Possession.** Possession shall be delivered to Grantee upon Closing.
9. **Grantor's Representations.** Grantor makes the following representations which representations and warranties survive Grantor's signatures on this agreement and on the deed:
 - a. Grantor has all requisite authority and power to enter into this agreement and has followed all necessary procedures to transfer the Subject Property pursuant to its bylaws and any applicable declarations of covenants, conditions, and restrictions.
 - b. Grantor will donate, transfer and deliver, or cause the donation, delivery and transfer of all of its right, title and interest in and to the Subject Property.
 - c. Grantor represents and warrants that they are not "foreign persons" as defined in Section 1445 of the Internal Revenue Code.
 - d. Grantor represents that there has been no material adverse change in the physical condition of the Subject Property from the date of this Agreement to closing except those changes initiated by the Grantee.
 - e. Grantor has received no written notice from any governmental agency of any violation of any statute, law, ordinance, or deed restriction, rule or regulation with respect to the Subject Property.
 - f. Grantor has not brought onto, stored, buried, used on, emitted, or released from or allowed to be brought onto, stored, buried, used on, emitted, released from, or produced or disposed of, from, or on the Subject Property any Hazardous Substances as that term is defined under ORS 465.200 in violation of any environmental laws of the federal or state government.
10. **Grantee's Representations.** Grantee makes the following representations which representations and warranties survive the transfer of the Subject Property to Grantee.
 - a. Grantee has all requisite authority and power to enter into this Agreement.
 - b. Neither Grantee's execution of this Agreement nor its taking any of the actions contemplated hereunder will violate any code or other applicable governmental regulations.
 - c. Grantee will not sell the Subject Property for the purposes of residential home redevelopment or commercial redevelopment.
 - d. Grantee maintains that it is a political subdivision of the state of Oregon for federal income tax purposes.
11. **Escrow, Title Transfer and Fees.** The parties agree that this transaction will close in escrow at the Title Company. The title transfer costs and other associated fees shall be the responsibility of the Grantee. Taxes will be prorated as of the date of closing. Grantee will be responsible for cost of escrow.

12. **Notices.** All notices pertaining to this Agreement shall be in writing delivered to the parties hereto personally by hand, courier service or Express Mail, or by first class mail, postage prepaid, at the addresses set forth in Recital A. All notices shall be deemed given when deposited in the mail, first class postage prepaid, addressed to the party to be notified; or if delivered by hand, courier service or Express Mail, shall be deemed given when delivered. The parties may, by notice as provided above, designate a different address to which notice shall be given.
13. **Agreement Binding on Successors.** This Agreement shall be binding not only upon the parties but also upon their heirs, personal representatives, assigns, and other successors in interest.
14. **Additional Documents.** Grantor and Grantee agree to execute such additional documents, including escrow instructions consistent with this Agreement as may be reasonable and necessary to carry out the provisions of this Agreement.
15. **Entire Agreement; Modification; Waiver.** This Agreement constitutes the entire agreement between Grantor and Grantee pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
16. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same agreement.
17. **Severability.** Each provision of this Agreement is severable from any and all other provisions of this Agreement. Should any provision(s) of this Agreement be for any reason unenforceable, the balance shall nonetheless be of full force and effect.
18. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

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

IN WITNESS of the foregoing provisions the parties have signed this Agreement below:

GRANTEE: CITY OF WILLAMINA

GRANTOR: OR-AK CORPORATION

By: _____

By: Severin D. Rydell

Title: _____

Title: President

Date: _____

Date: 7 July 2023

Exhibit A Legal Descriptions

EXHIBIT "A" Legal Description

For APN/Parcel ID(s): 281634
For Tax Map ID(s): R8701AD 00100

A tract of land in Section 1, Township 6 South, Range 7 West of the Willamette Meridian in the City of Willamina, Yamhill County, Oregon, more particularly described as follows:

Beginning at the most Northeastly corner of Lot 6, Block 6 of FIRST ADDITION TO OAKEN HILLS, in the City of Willamina, Yamhill County, Oregon, and the True Point of Beginning; thence South 29°47'20" East 160.71 feet; thence on a 599.63 foot radius curve right (long chord bears South 24°25'30" East 112.00 feet) an arc distance of 112.10 feet; thence South 19°03'40" East 85.00 feet; thence North 70°56'20" East 80.00 feet to an iron pipe; thence North 19°03'40" West 85.00 feet; thence on a 679.03 foot radius curve left (long chord being North 24°25'30" West 129.65 feet) an arc distance of 127.14 feet; thence North 26°47'20" West 160.71 feet; thence South 60°12'40" West 80.00 feet to the True Point of Beginning.

EXCEPTING THEREFROM that portion thereof conveyed to School District No. 30J of Yamhill, Polk and Tillamook Counties, Oregon, by Deed recorded August 14, 1980 in Film Volume 153, Page 062, Yamhill County Deed and Mortgage Records, being more particularly described as follows:

A tract of land situated in Section 1, Township 6 South, Range 7 West of the Willamette Meridian in Yamhill County, State of Oregon, more particularly described as follows:

Commencing at the intersection of Oaken Hills Drive and Fourth Place, as shown on the recorded plat of FIRST ADDITION TO OAKEN HILLS; thence North 19°52'15" East 64.22 feet to the Northeastly corner of said Oaken Hills Drive and the Point of Beginning of the tract herein to be described; thence along the North end of said Oaken Hill Drive South 70°56'42" West 44.38 feet to a point of non-tangent curvature; thence leaving said North end of Oaken Hills Drive on the arc of a 576.50 foot radius curve to the right, through a central angle of 10°28'02", an arc distance of 105.32 feet (the chord bears North 05°54'13" East 105.17 feet) to a point of cusp on the Easterly line of Parcel III as described in Deed to OR-AK Corporation, recorded May 18, 1979 in Film Volume 140, Page 272, Deed Records said County and State; thence Southerly along said Easterly line on the arc of a 678.03 foot radius curve to the right, through a central angle of 00°52'30" an arc distance of 10.39 feet (the chord bears South 19°23'30" East 13.39 feet) to a point of tangency; thence continuing along said Easterly line South 19°00'16" East 85.00 feet to the Point of Beginning.

KNOW ALL MEN BY THESE PRESENTS, That ... DONOR, ROBERT ...

WHEREAS the donor, for the consideration hereinbefore stated, has granted and by these presents does hereby grant unto the donee, JOSE ...

PARCEL I

Beginning at the Southwest corner of Lot 1, Block 5, FIRST ADDITION TO CANYON HILLS in the City of Willamina, Yamhill County, Oregon; thence North 80°25'18" East 1.0 feet; thence South 80°25'18" East 60.0 feet; thence South 80°25'18" East 1.0 feet; thence North 80°25'18" East 18.42 feet to the point of beginning.

PARCEL II

Beginning at the Northwest corner of Lot 1, Block 5, FIRST ADDITION TO CANYON HILLS in the City of Willamina, Yamhill County, Oregon; thence North 80°25'18" East 1.0 feet; thence South 80°25'18" East 60.0 feet to the point of beginning.

PARCEL III

Beginning at the West Northwest corner of Lot 1, Block 5 of FIRST ADDITION TO CANYON HILLS in the City of Willamina, Yamhill County, Oregon; and the true point of beginning; thence South 80°25'18" East 100.73 feet; thence on a curve to the right (long chord being North 19°03'40" East 112.00 feet) to the true point of beginning; thence North 72°30'00" East 60.00 feet to the true point of beginning; thence South 80°25'18" East 60.00 feet; thence on a curve to the right (long chord being North 19°03'40" East 112.00 feet) to the true point of beginning; thence North 80°25'18" East 1.0 feet; thence South 80°25'18" East 60.00 feet to the point of beginning.

AMERICAN TITLE & TRUST COMPANY

WITNESSED my hand and the seal of said County, this 1st day of May, 1979. ...

DEED RECORDS

OS-AR CORPORAION
1120 FOREST MEADOWS WAY
LAKE OSWEGO, OREGON 97034

STATE OF OREGON
County of Yamhill
I certify that the within instrument was recorded in book 18, page 272, of the public records of said County, this 1st day of May, 1979.

Exhibit B Letter Agreement between Grantee and S & C Associates



Mayor Ha Skyberg

Council Members:
 Rita Heller, Council Member
 Craig Johnson
 Gary Wilson
 Vicki Hernandez
 Ken Roper
 Jennifer Pedersen

City Management:

City Manager: Bridget Meneley
 Finance Manager: Steve Cook
 Public Works Director: Joe Strick
 Library Director: Sarah Potts

June 2, 2023

As you are aware the City of Willamina is in the process of developing property for a critical water infrastructure project.

OR AK Corporation, the owner of certain property being donated to the City has asked the City to enter into a separate agreement with S & C Associates as set forth herein.

As such, S & C Associates agrees to donate \$10,000 to the City of Willamina which will be deposited into the City's Park Fund to be used for improvements to the future Hobbs Park and Oakton Hills Park.

Please sign below to denote S & C Associates' agreement to the terms stated in this letter.

Thank you.

Bridget Meneley
 Bridget Meneley,
 Willamina City Manager

Chris Bush
 Chris Bush
 S & C Associates

S&C Associates LLC Steven R Bush 23251 Hoskins Rd Philomath OR 97370-9764		06/02/2023 112
Pay to the Order of <i>City of Willamina Parks Dept</i> \$ <i>10,000.00</i>		Date <i>6-2-23</i>
<i>Ten Thousand and 00/100</i>		Dollars <input type="checkbox"/> <input checked="" type="checkbox"/>
111 N.E. 47th Street Philomath, OR 97370		
123232742700691		



LEONARD A. RYDELL, P.E., P.L.S., W.R.E. Consulting Civil Engineer - Land Surveyor

601 PINEHURST DRIVE, NEWBERG, OREGON 97132-1625
(503) 538-5700 Mobile (503) 781-4138
LARydell@Teleport.com

9 July 2022

City of Willamina
P. O. Box 629
Willamina, Oregon 97396

Attn: Bob Burr, Mayor

Re: OR-AK Tax Lots

Dear Bob,

I received your certified mail letter on the proposed water easement in Oaken Hills. This property is owned by OR-AK Corporation. OR-AK Corporation was owned by Gordon Hobbs who passed away from cancer. His son, Gary Hobbs and I were appointed Co-Personal Representatives of his estate. I was appointed President of OR-AK Corporation., and while the estate is closed, the corporation is out of business and no longer has an active registration, I have continued to personally pay property taxes on the three tax lots, 100, 1800 and 2400.

Rather than granting an easement, I propose the following:

1. That OR-AK donate Tax Lot 0100, Map No. 6-7-01AD to the City of Willamina for park purposes. The park is to be named "Hobbs Park".
2. That OR-AK also donates Tax Lots 1800 and 2400 to the City of Willamina. Should the City profit in the future by use or sale of the tax lots, that the money will go into the Willamina Park fund.
3. The City of Willamina will prepare all documents at their expense to implement the above three transfers.

Should you have any questions regarding this matter, please feel free to give me a call.

Thank you.

Sincerely yours,

Leonard A. Rydell, P.E., P.L.S., W.R.E.

LAR/j

encl: as stated

cc: Gary Hobbs

Page 9 of 9 - Donation Agreement

**PLANNED DEVELOPMENTS • RESIDENTIAL SUBDIVISIONS
WATER, SANITARY SEWER AND DRAINAGE SYSTEMS
LAND SURVEYS • WATER RIGHTS**



Mayor Ila Skyberg

Council Members:

Rita Baller, Council President
Craig Johnson
Barry Wilson
Vickie Hernandez
Karl Klym
Jennifer Pederson

City Management:

City Manager: *Bridget Meneley*
Finance Manager: *Scott Clark*
Public Works Director: *Jeff Brown*
Library Director: *Sarah Frost*

**BEFORE THE COUNCIL OF THE CITY OF WILLAMINA
SITTING FOR THE TRANSACTION OF BUSINESS**

RESOLUTION NUMBER 22-23-013

A resolution authorizing the City Manager to enter into a donation agreement for the donation of property to the city for water project.

WHEREAS, City of Willamina is coordinating a water improvement project to replace approximately 4,280 linear feet of existing raw water pipeline throughout the City, installing approximately 3,410 linear feet of new distribution mains to improve pressure to Willamina school complex, and relocating the water intake location in Willamina Creek to provide an increased water supply for the community (Project); and

WHEREAS, the City entered into a donation agreement In July 2023 whereby a donor, OR-AK Corporation, has agreed to donate property to the City for the Project; and

WHEREAS, the City is desires to move forward with the acquisition of the property and to authorize the City Manager to take all steps necessary to acquire the property.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WILLAMINA THAT:

SECTION 1: The City Council, on behalf the City of Willamina, hereby ratifies the City Manager's July 7, 2023 execution of the donation agreement attached as Exhibit A and incorporated by reference herein.

SECTION 2: The City Council authorizes the City Manager to take all steps necessary to acquire the property as set forth in the donation agreement.

SECTION 3: This resolution will be effective immediately upon adoption by the City Council.

THIS RESOLUTION IS ADOPTED BY THE WILLAMINA CITY COUNCIL THIS ____ DAY OF DECEMBER, 2023.

Ila Skyberg , Mayor

ATTEST: _____
Krystal Stevens, Deputy City Recorder