



# Agenda Item

October 7, 2015

TO: City Council  
FROM: Kathy Figley, Mayor  
SUBJECT: **Committee Appointment**

The following appointment is made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, October 26, 2015. No reply is required if you approve of my decision.

**Planning Commission**

James Floyd (*new appointment*)

# PROCLAMATION

## DOMESTIC VIOLENCE AWARENESS MONTH

**WHEREAS**, exposure to domestic violence has significant adverse consequences for physical and mental health and results in 42% higher healthcare costs for women suffering ongoing abuse; and

**WHEREAS**, the Center for Hope and Safety received 21,551 contacts to their program last year and provided 5,500 nights of shelter to 138 individuals; with nearly one half of those sheltered being children; and

**WHEREAS**, the Marion County District Attorney's office received 1,276 law enforcement reports of domestic violence in the last year; and

**WHEREAS**, eleven people in Marion County have been murdered in the past five years as a result of domestic violence; and

**WHEREAS**, the Marion County Victim Assistance Division provided services to 1,229 victims of domestic violence, supporting them in making choices for their safety and giving them a voice in the criminal justice process; and

**WHEREAS**, domestic violence impacts the health of our community as a whole and requires us to work together in a meaningful way as partners so that any door a survivor enters is a path to support and services,

**NOW THEREFORE, I, MAYOR KATHY FIGLEY**, do hereby proclaim October 2015 as

## **DOMESTIC VIOLENCE AWARENESS MONTH**

**AND RESOLVES** to champion vital and collaborative community services to surround victims with support and increase their safety net in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Woodburn to be affixed this 21<sup>st</sup> day of October 2015.

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Kathryn Figley, Mayor  
City of Woodburn

**COUNCIL MEETING MINUTES  
SEPTEMBER 28, 2015**

0:00 **DATE** **NUEVO AMANECER CIPRIANO FERREL EDUCATION CENTER, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 28, 2015**

**CONVENED** The meeting convened at 7:05 p.m. with Mayor Figley presiding.

**ROLL CALL**

Mayor Figley	Present
Councilor Carney	Present
Councilor Lonergan	Present
Councilor Schaub	Present
Councilor Morris	Present
Councilor Ellsworth	Present
Councilor Alonso Leon	Present

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Police Chief Russell, Captain Alexander, Public Works Director Scott, Economic and Development Director Hendryx, Finance Director Head, Recreation Manager Wierenga, City Recorder Pierson

0:00 **APPOINTMENTS:**

Mayor Figley placed the nomination of Bethany Weathersby and Kathy Boyer for Library Board in front of the Council. **Lonergan/Ellsworth ...** accept the appointments to the Library Board.

0:03 **PROCLAMATIONS:**

Hispanic Heritage Month

0:08 **CONSENT AGENDA**

- A.** Woodburn City Council minutes of September 14, 2015,
- B.** Woodburn City Council Executive Session minutes of September 14, 2015,
- C.** Interfund Loan Payment,
- D.** Off-Premises Sales – Change of Ownership for Young Street Market,
- E.** Woodburn Recreation and Park Board minutes of September 8, 2015,
- F.** Crime Statistics through August 2015.

Mayor Figley asked that the September 14, 2015 minutes be corrected to remove her name from the executive session portion of the minutes as she was not at the meeting.

**Lonergan/Ellsworth...** adopt the Consent Agenda with the minutes corrected. The motion passed unanimously.

0:10 **COUNCIL BILL NO. 2989 - A RESOLUTION CONCERNING THE CITY OF WOODBURN'S INTEREST IN ESTABLISHING THE GLOBAL INCLUSION ADVISORY COMMITTEE; SPECIFYING GUIDING PRINCIPLES AND; PROVIDING MEMBERSHIP COMPOSITION**

**Lonergan** introduced Council Bill No. 2989. City Recorder Pierson read the bill by title

**COUNCIL MEETING MINUTES  
SEPTEMBER 28, 2015**

only since there were no objections from the Council. Councilor Alonso Leon stated that she would like to see a student on the committee. Councilor Carney stated that we have three clear communities within Woodburn that don't show any significant interest in the political process and what we are trying to do with this committee through outreach is find methods to bring them into the political system. Councilor Lonergan concurred with Councilors Alonso Leon and Carney. Mayor Figley stated that she hopes this committee gives people the tools and opportunity to be a part of the conversation on the things that matter to them. Councilor Morris stated that we should give the committee a starting point and task them with the problem of how to increase participation to get the cohesiveness of the group going. Councilor Carney suggested that the City Administrator draft a charter for the committee and City Administrator Derickson stated he prefers the established group have a conversation on how they see their role and how they can be most effective in accomplishing what the Council articulated. He added that he and staff are available to assist. Councilor Alonso Leon suggested hiring an inclusion and diversity consultant. Councilor Ellsworth stated the City has plenty of staff who would be able to facilitate the meetings and the group will be full of diverse individuals. **Ellsworth/Schaub...** amend the requirement of the Chief to say Chief of Police or his designee. Councilor Carney stated that might be a little premature before we flush out a charter. Mayor Figley stated she would hesitate to not have a member of the police department on the committee. Councilor Ellsworth clarified that she doesn't disagree but perhaps the Chief may want to send a designee at times. Councilor Lonergan stated he could be in favor of that. The motion passed unanimously. On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2989 duly passed.

0:38 **UTILITY ASSISTANCE PROGRAM**

City Administrator Derickson provided a staff report. **Morris/Alonso Leon...** Authorize the City Administrator to execute an agreement with Mid-Valley Community Action Agency (MWVCAA) to administer a utility assistance program. The motion passed unanimously.

0:52 **PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS**

Director Approval of a Residential Architectural Standards Substitution; File Number RSS 2015-01, Located at 1602 Granite Drive. Council declined to call this item up for review.

**CITY ADMINISTRATOR'S REPORT**

City Administrator Derickson informed the Council that the application deadline for the Chief of Police recruitment has closed and the next steps will be the screening process of the applications. He added that he attended the League of Oregon Cities conference and was proud of the number of times that Woodburn was being held up as an example.

0:58 **MAYOR AND COUNCIL REPORTS**

Councilor Alonso Leon provided a presentation on her Civic Leadership training at the NALEO conference.

Councilor Carney thanked the City for sending him to the League of Oregon Cities

**COUNCIL MEETING MINUTES  
SEPTEMBER 28, 2015**

conference and that he really appreciated going.

Councilor Lonergan stated that he attended the Blazer event at the Downtown Plaza and it was quite a show. He presented the City with a Blazer jersey and Recreation Services Manager Wierenga presented the City with a Rip City flag from the Blazers.

Mayor Figley thanked Councilor Lonergan for filling in while she was gone.

Councilor Ellsworth stated that Woodburn received a lot of praise for their cooperation in getting the interchange finished. She added that she attended the League of Oregon Cities conference and she also heard a lot of good things about Woodburn there.

Councilor Schaub stated that she also attended the League of Oregon Cities conference and one of the goals she came away with is to acknowledge the City Administrator, Council, Mayor and the city staff for all they do. She added that she was proud to hear what other cities had to say about Woodburn.

Councilor Morris stated the part of the interchange project that is near and dear to him is the interconnectivity to us and anywhere else. He asked for the Council's help with getting plugged into Salem and Portland for those that can't drive.

1:15 **WORKSHOP**

Mayor Figley opened the workshop at 8:20 p.m. to review and discuss the City Council's goal to standardize city signage. Assistant City Administrator Row provided a staff report and presentation on the city's current signs. Council members asked questions and provided comments and direction regarding the city signage. Assistant City Administrator Row stated that they will come back with some concepts based on Councils input on park signs and the welcome to Woodburn signs. An audience member stated that the sign on the library lawn is bad. Another member of the audience stated that the Capaces Leadership group might be interested in working with the city on a welcome to Woodburn sign project. Mayor Figley thanked staff for their presentation and closed the workshop at 8:47 p.m.

1:42 **ADJOURNMENT**

**Ellsworth/Morris...** meeting be adjourned. The motion passed unanimously. The meeting adjourned at 8:48 p.m.

APPROVED \_\_\_\_\_  
KATHRYN FIGLEY, MAYOR

ATTEST \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon



# Agenda Item

October 26, 2015

TO: Honorable Mayor and City Council through City Administrator  
THRU: Scott Russell, Chief of Police  
FROM: Jason R. Alexander, Captain  
SUBJECT: **Off-Premises Sales – New Outlet**

## **RECOMMENDATION:**

The Woodburn City Council recommends that the OLCC approve an Off-Premises Liquor Sales License and New Outlet for Guacamole's Market.

## **BACKGROUND:**

Applicant: Victoria Pineda  
975 East Cleveland Street  
Woodburn Oregon, 97071  
503.779.4278

Business: Guacamole's Market Inc.  
1335 North Pacific Highway  
Woodburn OR, 97071  
503.981.3332

Owners: Same as Applicant (Above)

License Type: **Off-Premise Liquor License**, which permits beer, wine, and cider sales for off-premise consumption only.

On approximately September 22, 2015, the Woodburn Police Department received an application, requesting approval for an **Off-Premises- New Outlet** liquor license for Guacamole's Market. A convenient store/butcher, that will sell grocery food items as well as alcohol for off premise consumption.

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Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_\_\_x\_\_\_ Finance \_\_\_x\_\_\_

Guacamole's Market is located at 1335 North Pacific Highway Woodburn OR, 97071. The store will be open Monday thru Thursday 9:00am to 10:00pm and Friday thru Sunday from 8:00am to 10:00pm. There will be no recorded music, DJ music, karaoke, or video lottery games. The Police Department has received no communication from the public or surrounding businesses in support of or against the new outlet.

**DISCUSSION:**

The Police Department has completed a background investigation, in connection with the OLCC, on the applicant and found nothing of a questionable nature, which would preclude the issuance of this license, or granting this change.

**FINANCIAL IMPACT:**

None

**CITY OF WOODBURN**  
**Economic and Development Services Department**

**MEMORANDUM**

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

**Date:** October 12, 2015

**To:** Jim Hendryx, Economic and Development Services Director

**From:** Building Division

**Subject:** Building Activity for September 2015

	2013		2014		2015	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	0	\$0	2	\$368,8630	5	\$1,435,729
Multi-Family Residential	0	\$0	0	\$0	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	3	\$29,768	1	\$6,120	4	\$76,054
Industrial	2	\$3,000	2	\$90,000	5	\$15,000
Commercial	10	\$305,623	12	\$541,079	5	\$653,475
Signs and Fences	0	\$0	0	\$0	1	\$15,000
Manufactured Homes	0	\$0	0	\$0	1	27,000
<b>TOTALS</b>	15	\$388,391	17	\$1,006,062	21	\$2,222,258
<b>Fiscal Year to Date (July 1 – June 30)</b>		<b>\$2,960,922</b>		<b>\$8,991,788</b>		<b>\$6,097,476</b>

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES JANUARY THRU DECEMBER 2015

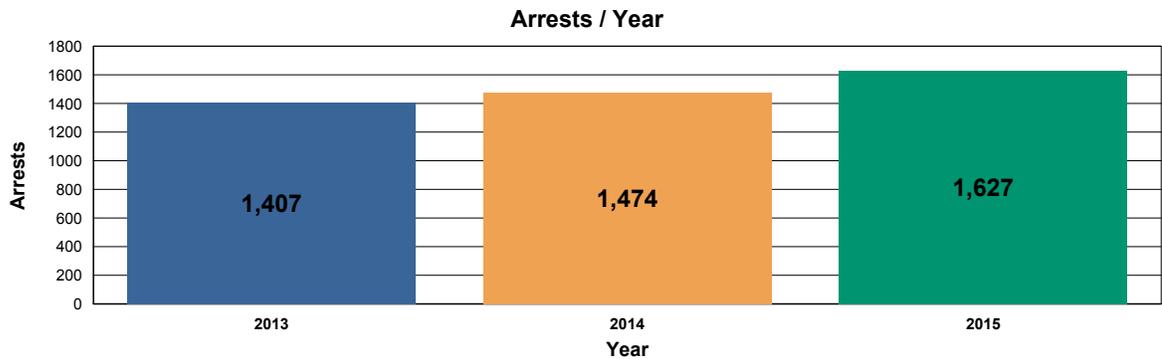
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
AGGRAVATED ASSAULT	2	3	1	5	3	1	0	4	4	23
ANIMAL CRUELTY	0	0	0	1	0	1	2	0	0	4
ANIMAL ORDINANCES	0	0	0	0	2	0	2	1	0	5
ARSON	0	0	0	0	0	0	0	1	0	1
ASSAULT SIMPLE	6	10	6	6	14	22	10	11	12	97
BURGLARY - BUSINESS	0	0	1	0	0	0	0	0	1	2
BURGLARY - OTHER STRUCTURE	0	0	0	2	0	2	0	0	0	4
BURGLARY - RESIDENCE	1	0	1	2	1	6	2	5	0	18
CHILD ADBANDOMENT	1	0	0	0	0	0	0	0	0	1
CHILD NEGLECT	0	2	0	2	0	0	3	0	1	8
CITY ORDINANCE	0	0	0	0	1	0	0	0	0	1
COMPUTER CRIME	0	0	0	0	0	2	0	0	0	2
CRIME DAMAGE-NO VANDALISM OR ARSON	1	0	2	8	2	8	4	3	0	28
CURFEW	2	1	0	1	8	9	24	0	1	46
CUSTODY - DETOX	0	1	0	0	0	1	1	0	0	3
CUSTODY - MENTAL	8	1	8	9	4	9	7	3	5	54
CUSTODY - PROTECITVE	0	0	0	0	0	0	1	1	0	2
DISORDERLY CONDUCT	2	4	3	8	11	13	10	6	9	66
DRIVING UNDER INFLUENCE	9	8	7	11	10	8	7	7	8	75
DRUG LAW VIOLATIONS	15	13	11	4	5	20	14	8	1	91
DWS/REVOKED - FELONY	0	0	1	0	1	0	0	0	1	3
DWS/REVOKED-MISDEMEANOR	1	3	1	2	2	1	1	0	6	17
ELUDE	0	0	0	0	0	1	2	0	4	7
EMBEZZLEMENT	0	0	0	1	0	0	0	0	1	2
ESCAPE FROM YOUR CUSTODY	0	0	0	0	1	0	0	0	0	1
EXPLOSIVES	0	0	0	0	0	0	0	1	0	1
EXTORTION/BLACKMAIL	0	0	0	0	0	0	0	1	0	1
FAIL TO DISPLAY OPERATORS LICENSE	2	1	1	2	2	0	0	0	1	9
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	1	0	0	1
FORGERY/COUNTERFEITING	1	4	4	2	2	2	0	0	2	17
FRAUD - BY DECEPTION/FALSE PRETENSES	1	0	0	1	0	1	0	0	2	5
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	0	3	1	0	1	0	0	1	7
FRAUD - IMPERSONATION	0	0	0	1	0	0	0	0	0	1
FRAUD-OTHER	0	0	0	1	0	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	42	29	37	22	24	25	21	40	31	271
FURNISHING	0	1	0	0	0	1	0	0	0	2
GARBAGE LITTERING	1	0	0	0	0	0	3	0	0	4
HIT AND RUN FELONY	0	0	0	0	0	0	2	0	0	2
HIT AND RUN-MISDEMEANOR	2	1	2	2	3	0	4	1	2	17
IDENTITY THEFT	1	2	3	3	1	2	0	0	2	14
INTIMIDATION /OTHER CRIMINAL THREAT	1	1	4	8	5	4	5	3	8	39
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	0	0	0	0	5	0	0	0	5
MINOR IN POSSESSION	1	1	2	5	9	11	6	0	3	38
MINOR IN POSSESSION - TOBACCO	0	0	0	0	0	1	1	0	0	2
MOTOR VEHICLE THEFT	2	0	0	0	0	2	4	1	1	10
OTHER	9	7	2	3	2	5	5	6	8	47
PROPERTY RECOVER FOR OTHER AGENCY	0	1	0	0	0	2	1	1	0	5
RECKLESS DRIVING	2	1	2	1	2	3	1	2	3	17
RECKLESSLY ENDANDERING	1	2	1	1	4	5	0	0	3	17
RESTRAINING ORDER VIOLATION	1	1	1	0	1	1	0	0	0	5
ROBBERY - BUSINESS	0	0	0	0	1	0	0	2	0	3
ROBBERY - HIGHWAY	1	1	0	1	0	0	0	0	0	3
ROBBERY - OTHER	1	0	2	0	3	0	0	0	2	8
ROBBERY - RESIDENCE	0	0	0	0	0	1	0	0	0	1

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES JANUARY THRU DECEMBER 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>RUNAWAY</b>	3	3	3	4	2	8	1	1	2	27
<b>SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY</b>	0	0	0	0	0	0	1	0	0	1
<b>SEX CRIME - EXPOSER</b>	0	0	0	0	1	0	1	0	0	2
<b>SEX CRIME - INCEST</b>	0	0	0	1	0	0	0	0	0	1
<b>SEX CRIME - MOLEST (PHYSICAL)</b>	0	1	0	0	1	1	0	0	1	4
<b>SEX CRIME - OTHER</b>	0	0	0	0	1	0	0	0	0	1
<b>SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL</b>	0	0	0	0	0	0	0	1	0	1
<b>STALKER</b>	0	0	0	2	0	0	0	0	0	2
<b>STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING</b>	0	0	0	0	0	1	0	0	0	1
<b>THEFT - BICYCLE</b>	0	0	2	0	1	0	0	2	0	5
<b>THEFT - BUILDING</b>	0	1	0	2	0	1	0	2	4	10
<b>THEFT - FROM MOTOR VEHICLE</b>	1	0	0	1	2	0	1	0	0	5
<b>THEFT - OTHER</b>	9	2	5	8	4	8	1	1	5	43
<b>THEFT - PURSE SNATCH</b>	0	0	0	0	0	0	0	0	2	2
<b>THEFT - SHOPLIFT</b>	26	26	8	14	10	10	11	13	11	129
<b>TRAFFIC VIOLATIONS</b>	7	16	6	24	8	4	11	0	10	86
<b>TRESPASS</b>	5	8	16	10	5	13	8	2	4	71
<b>UNAUTHORIZED ENTRY INTO MOTOR VEHICLE</b>	0	0	0	1	2	1	1	2	0	7
<b>VANDALISM</b>	29	0	0	0	5	21	19	3	2	79
<b>VEHICLE RECOVERD FOR OTHER AGENCY</b>	3	0	0	0	0	1	0	0	0	4
<b>WEAPON - CARRY CONCEALED</b>	3	1	3	1	0	1	0	2	0	11
<b>WEAPON - EX FELON IN POSSESSION</b>	1	0	1	0	0	2	1	0	0	5
<b>WEAPON - POSSESS ILLEGAL</b>	1	0	5	2	0	1	0	2	3	14
<b>WEAPON - SHOOTING IN PROHIBITED AREA</b>	0	0	0	1	0	0	0	0	1	2

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>2015 Total</b>	<b>206</b>	<b>157</b>	<b>155</b>	<b>187</b>	<b>166</b>	<b>249</b>	<b>200</b>	<b>139</b>	<b>168</b>	<b>1,627</b>
<b>2014 Total</b>	<b>139</b>	<b>120</b>	<b>127</b>	<b>126</b>	<b>146</b>	<b>171</b>	<b>179</b>	<b>316</b>	<b>150</b>	<b>1474</b>
<b>2013 Total</b>	<b>188</b>	<b>165</b>	<b>135</b>	<b>96</b>	<b>217</b>	<b>224</b>	<b>109</b>	<b>137</b>	<b>136</b>	<b>1407</b>



# Woodburn Police Department

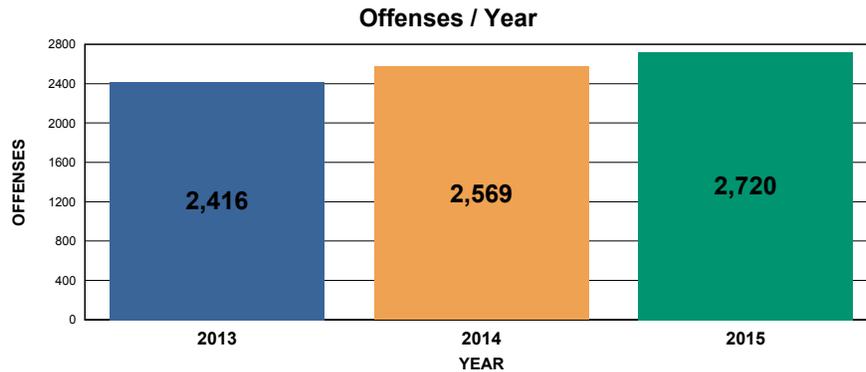
## MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2015

CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
AGGRAVATED ASSAULT	1	3	3	5	4	1	0	3	2	22
ANIMAL CRUELTY	0	0	0	1	0	1	2	1	0	5
ANIMAL ORDINANCES	0	0	0	0	2	0	2	2	0	6
ARSON	1	0	1	0	2	2	1	2	1	10
ASSAULT SIMPLE	9	9	9	8	14	19	13	14	11	106
ATTEMPTED MURDER	0	0	0	0	0	0	1	0	0	1
BURGLARY - BUSINESS	1	3	1	0	3	1	9	6	3	27
BURGLARY - OTHER STRUCTURE	4	2	2	2	1	1	0	0	0	12
BURGLARY - RESIDENCE	6	5	4	8	2	9	6	11	5	56
CHILD NEGLECT	0	1	0	1	1	0	2	0	1	6
CITY ORDINANCE	0	0	0	0	1	0	0	0	0	1
COMPUTER CRIME	0	0	0	0	0	1	0	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	16	10	5	17	10	10	16	11	9	104
CRIMINAL MISTREATMENT	0	0	0	1	0	0	0	0	1	2
CURFEW	1	1	0	1	3	3	5	1	1	16
CUSTODY - DETOX	0	1	0	0	0	1	1	0	0	3
CUSTODY - MENTAL	7	3	8	9	4	9	7	3	5	55
CUSTODY - PROTECTIVE	0	0	0	0	0	0	1	1	0	2
DISORDERLY CONDUCT	5	3	4	8	9	11	10	7	8	65
DRIVING UNDER INFLUENCE	10	8	7	11	10	8	7	7	7	75
DRUG LAW VIOLATIONS	15	9	11	8	4	23	17	9	2	98
DWS/REVOKED - FELONY	0	0	1	0	1	0	0	0	1	3
DWS/REVOKED-MISDEMEANOR	1	3	1	2	2	1	1	0	6	17
ELUDE	0	2	1	0	1	1	2	0	4	11
EMBEZZLEMENT	0	0	0	1	0	0	0	0	2	3
ESCAPE FROM YOUR CUSTODY	0	0	0	0	1	0	0	0	0	1
EXPLOSIVES	0	0	0	0	0	0	0	1	0	1
EXTORTION/BLACKMAIL	0	0	0	0	0	0	0	1	0	1
FAIL TO DISPLAY OPERATORS LICENSE	2	1	1	2	2	0	0	0	1	9
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	1	0	0	1
FORCIBLE RAPE	1	0	2	0	1	2	0	0	0	6
FORGERY/COUNTERFEITING	3	5	3	6	6	5	3	2	5	38
FRAUD - BY DECEPTION/FALSE PRETENSES	2	1	1	1	1	2	1	2	2	13
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	2	0	3	1	2	4	3	1	1	17
FRAUD - OF SERVICES/FALSE PRETENSES	0	0	0	0	0	1	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	35	23	29	19	21	24	17	35	25	228
FURNISHING	0	0	0	0	0	2	0	0	0	2
GARBAGE LITTERING	0	0	0	0	0	0	3	0	0	3
HIT AND RUN FELONY	1	0	0	1	0	1	2	0	1	6
HIT AND RUN-MISDEMEANOR	9	10	11	6	12	14	14	15	9	100
IDENTITY THEFT	2	6	10	10	7	3	0	2	7	47
INTIMIDATION /OTHER CRIMINAL THREAT	4	2	3	5	6	8	4	4	5	41
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	1	0	0	0	1	0	0	0	2
MINOR IN POSSESSION	1	1	2	3	4	5	3	0	2	21
MINOR IN POSSESSION - TOBACCO	0	0	0	0	0	1	1	0	0	2
MISCELLANEOUS	4	7	7	5	4	7	8	7	7	56
MOTOR VEHICLE THEFT	15	4	1	6	11	8	10	10	7	72
OTHER	9	6	4	2	4	7	6	6	9	53
PROPERTY - FOUND LOST MISLAID	2	1	1	3	3	2	5	4	4	25
PROPERTY RECOVER FOR OTHER AGENCY	0	2	0	0	0	3	0	0	0	5
RECKLESS DRIVING	2	2	3	1	3	3	1	2	4	21
RESTRAINING ORDER VIOLATION	1	2	1	0	2	1	0	0	0	7
ROBBERY - BUSINESS	0	0	0	0	1	0	0	2	0	3
ROBBERY - HIGHWAY	1	1	1	0	0	0	0	0	1	4
ROBBERY - OTHER	2	1	0	1	2	3	1	0	3	13
ROBBERY - RESIDENCE	0	0	0	0	1	0	0	0	0	1
RUNAWAY	8	10	11	13	7	8	4	1	4	66

# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2015

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	0	0	0	0	0	2	0	2	1	5
SEX CRIME - EXPOSER	0	0	0	0	1	0	1	0	0	2
SEX CRIME - FORCIBLE SODOMY	0	0	1	0	0	2	0	1	0	4
SEX CRIME - INCEST	1	0	0	0	1	0	0	0	0	2
SEX CRIME - MOLEST (PHYSICAL)	2	1	1	0	2	1	0	2	2	11
SEX CRIME - NON FORCE SODOMY	0	0	0	0	0	0	0	1	0	1
SEX CRIME - NON-FORCE RAPE	0	0	0	0	0	3	0	2	1	6
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	1	0	0	0	0	0	0	0	0	1
STALKER	0	0	0	1	0	1	0	0	0	2
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	0	0	0	0	3	0	0	0	4
THEFT - BICYCLE	2	3	3	0	4	2	2	4	2	22
THEFT - BUILDING	4	8	1	4	1	6	10	8	10	52
THEFT - FROM MOTOR VEHICLE	9	13	11	19	20	9	8	10	7	106
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	2	1	1	0	4	2	4	2	0	16
THEFT - OTHER	22	18	18	23	15	25	16	5	13	155
THEFT - PICKPOCKET	0	1	0	0	0	0	0	0	1	2
THEFT - PURSE SNATCH	0	0	0	2	0	1	1	0	2	6
THEFT - SHOPLIFT	30	22	16	19	16	13	18	14	14	162
TRAFFIC VIOLATIONS	13	16	9	28	17	10	13	8	12	126
TRESPASS	5	6	10	6	5	11	6	3	5	57
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	11	8	2	13	7	6	9	8	0	64
VANDALISM	65	20	35	22	16	38	46	32	18	292
VEHICLE RECOVERD FOR OTHER AGENCY	2	3	0	1	4	2	2	0	0	14
WEAPON - CARRY CONCEALED	2	1	4	0	0	1	0	2	0	10
WEAPON - EX FELON IN POSSESSION	1	0	1	0	0	3	1	0	0	6
WEAPON - POSSESS ILLEGAL	1	0	4	2	1	1	0	1	2	12
WEAPON - SHOOTING IN PROHIBITED AREA	0	0	2	1	1	0	0	1	2	7
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>2015 Total</b>	<b>357</b>	<b>270</b>	<b>271</b>	<b>309</b>	<b>290</b>	<b>359</b>	<b>327</b>	<b>279</b>	<b>258</b>	<b>2,720</b>
<b>2014 Total</b>	<b>280</b>	<b>263</b>	<b>255</b>	<b>272</b>	<b>316</b>	<b>277</b>	<b>332</b>	<b>319</b>	<b>255</b>	<b>2,569</b>
<b>2013 Total</b>	<b>327</b>	<b>266</b>	<b>265</b>	<b>179</b>	<b>302</b>	<b>280</b>	<b>225</b>	<b>304</b>	<b>268</b>	<b>2,416</b>



# Woodburn Police Department

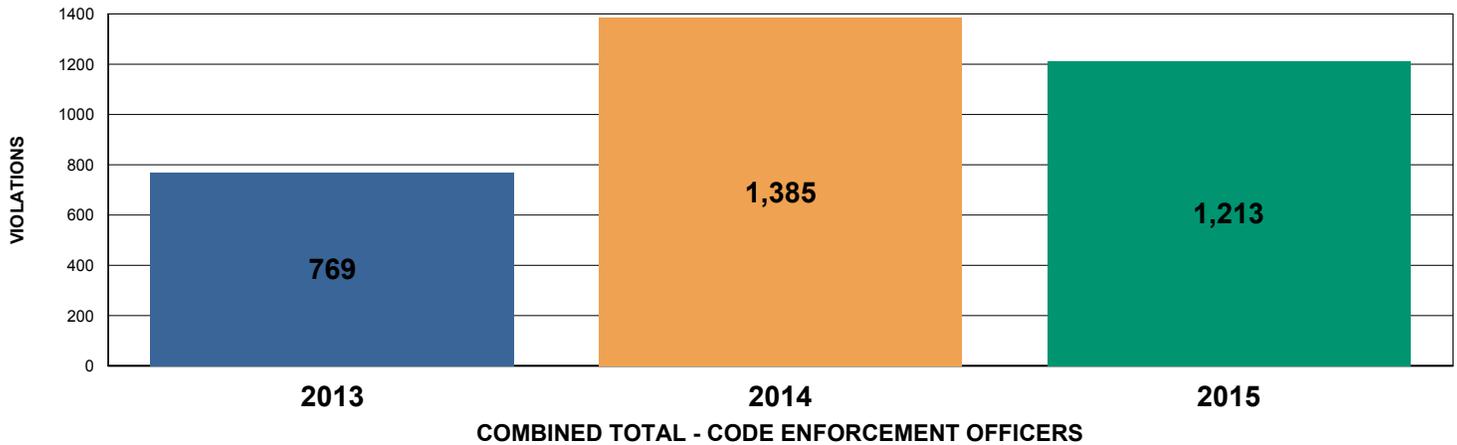
## ORDINANCE VIOLATIONS

### JANUARY - DECEMBER 2015

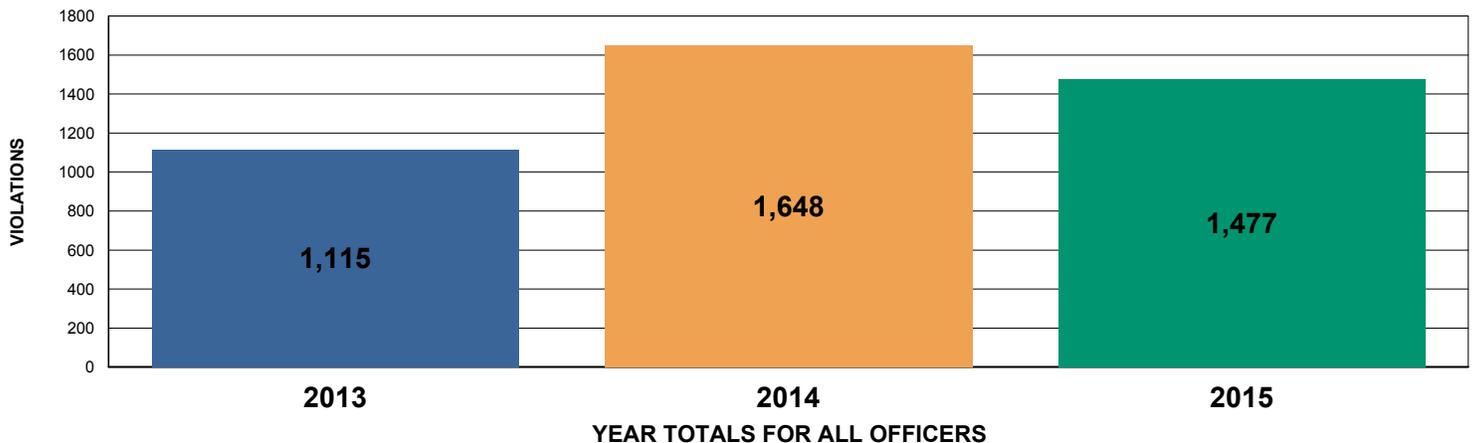
10/19/2015

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Animal Complaint	49	30	36	48	53	52	80	56	52	<b>456</b>
Ordiinance - Abate/Nuisances	2	4	1	0	2	2	4	7	0	<b>22</b>
Ordinance - Abandoned Vehicles	9	16	12	16	11	6	14	23	14	<b>121</b>
Ordinance - Abate Graffiti	48	14	25	9	1	7	23	16	3	<b>146</b>
Ordinance - Land Use Violations	0	2	2	0	0	0	1	2	0	<b>7</b>
Ordinance - Oth Violation	28	70	78	64	60	49	54	48	39	<b>490</b>
Ordinance - Tall Grass	0	0	0	1	136	81	9	5	3	<b>235</b>
<b>2015 Total</b>	<b>136</b>	<b>136</b>	<b>154</b>	<b>138</b>	<b>263</b>	<b>197</b>	<b>185</b>	<b>157</b>	<b>111</b>	<b>1,477</b>
<b>2014 Total</b>	<b>116</b>	<b>122</b>	<b>189</b>	<b>193</b>	<b>342</b>	<b>193</b>	<b>177</b>	<b>184</b>	<b>132</b>	<b>1,648</b>
<b>2013 Total</b>	<b>72</b>	<b>89</b>	<b>102</b>	<b>143</b>	<b>189</b>	<b>126</b>	<b>141</b>	<b>148</b>	<b>105</b>	<b>1,115</b>

### Ordinance Violations / Code Enforcement Officers



### Ordinance Violations / Year



October 26, 2015

TO: Honorable Mayor and City Council through City Administrator  
FROM: Randy Scott, Public Works Director  
SUBJECT: **Declaration of Surplus Property**

**RECOMMENDATION:**

Conduct a public hearing and adopt the attached resolution declaring certain city owned property as Surplus Property and authorizing the City Administrator to solicit the sale of said property.

**BACKGROUND:**

The Council's FY 14/15 Goals included identifying a plan for city owned property. This involves the review of all City owned real property and the identification of possible surplus properties to be sold or reallocated as needed. Based on Marion County Assessor's records, the city currently owns 120 parcels of real property. The parcels vary in size and use.

Staff reviewed the current and long term needs of the 120 city-owned properties and identified 12 parcels to be considered for surplus. A report on these properties was placed before the City Council on November 10, 2014 for an initial review. Direction to staff was to proceed forward with the 12 properties and obtain additional information.

**DISCUSSION:**

At a City Council workshop held April 27, 2015, Council reviewed the additional information available and staff recommendations for each of the 12 properties. The City Council concurred with staff recommendation, that 11 of 12 properties should be moved forward for a formal determination as Surplus Property.

The First Street properties, 200 W Cleveland, 137 N 1<sup>st</sup>, 200 Block Oak Street and 175 N 1<sup>st</sup> were included in the list of 11 properties to be declared surplus. However, while discussing the appraisal of the First Street properties at the September 14, 2015 Council meeting, the Council expressed a desire to defer marketing and selling these properties at the present time. As a result, they have

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Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_\_\_x\_\_\_ Finance \_\_\_x\_\_\_

been removed from the list of properties to be declared surplus. The remaining 7 properties are listed below.

Marion County Assessor Property Records

<i>Property ID</i>	<i>Map Tax Lot</i>	<i>Location/Address</i>	<i>Acres</i>
R45041	051W04CD03000	11842 Chateau Drive	0.166
R13625	051W18AA04400	Gatch Street	0.55
R13074	051W08CA02800	1750 Park Avenue	2.79
R108708	051W08CC00200	Legion Park	0.44
R108940	051W18AB03400	347 N Front St	0.12
R13271	051W17A 00400	None	0.33
R13764	051W18BC09000	None	0.02

Once the properties are declared surplus, staff will initiate the process of appraising and marketing the properties for sale. Being declared surplus does not obligate the Council to dispose of the property, any offers to purchase City property will come back to the Council for review and consideration.

Under state law, the declaration of surplus property by the City requires a public hearing, and the passage of a resolution that declares the property as surplus. Staff provided the required public notice via the Woodburn Independent and the public hearing was held in conjunction with this recommended action.

**FINANCIAL IMPACT:**

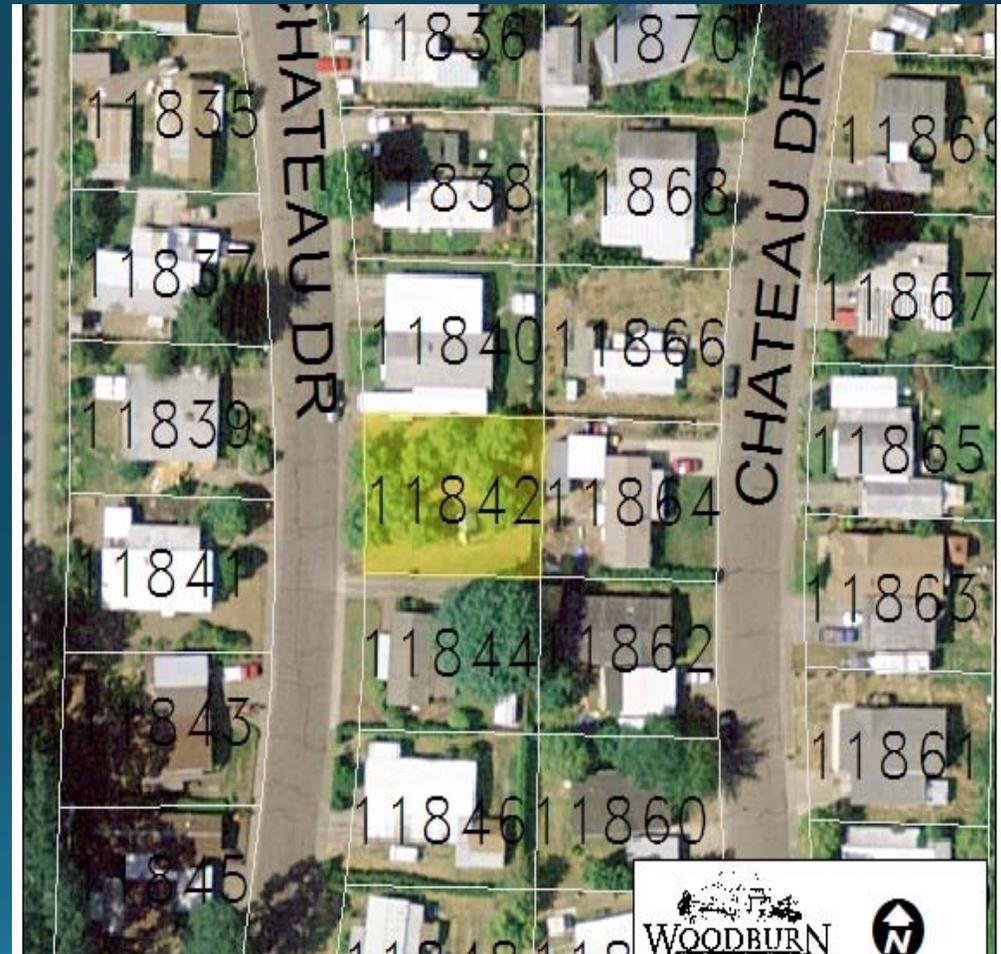
The financial impact of obtaining property appraisals and marketing services is unknown at this time.

Public Hearing  
October 12, 2015  
Declaration of Surplus Property

# Surplus Declaration Property Number 1

## 11842 Chateau Drive;

- Marion County Assessor property record information;
  - Property ID: R45041
  - Map Tax Lot: 051Wo4CD03000
  - 0.166 Acres
  - Location: 11842 Chateau Drive



# Surplus Declaration Property Number 2

## Gatch Street;

- Marion County Assessor property record information;
  - Property ID: R13625
  - Map Tax Lot: 051W18AA04400
  - Location: Gatch Street
  - 0.55 Acres



# Surplus Declaration Property Number 3

## 1750 Park Avenue;

- Marion County Assessor property record information;
  - Property ID R13074
  - Map Tax Lot: 051Wo8CA02800
  - Location: 1750 Park Avenue
  - 2.79 Acres



## Surplus Declaration Property Number 4

### Legion Park;

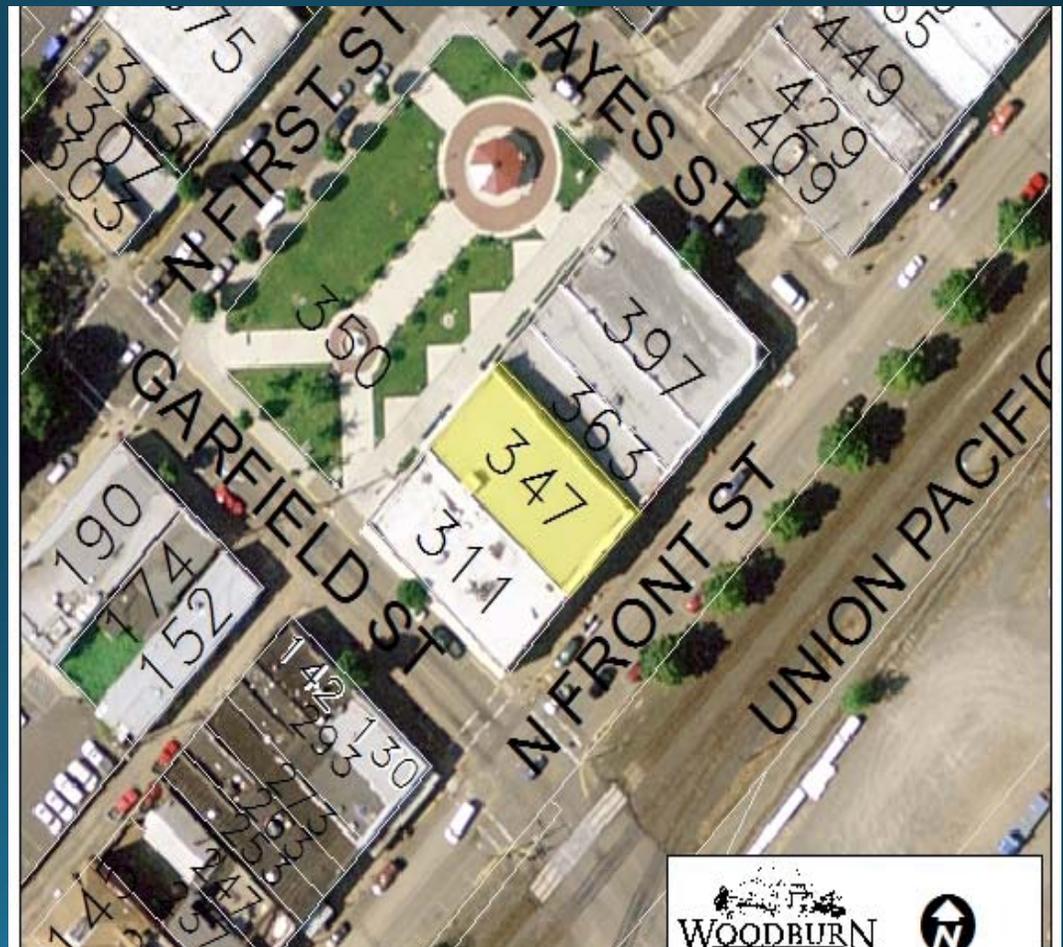
- Marion County Assessor property record information,
  - Property ID R108708
  - Map Tax Lot: 051Wo8CC00200
  - Location: Legion Park
  - 0.44 Acres



## Surplus Declaration Property Number 5

### 347 N Front Street;

- Marion County Assessor property record information:
  - Property ID R108940
  - Map Tax Lot: 051W18AB03400
  - Location: 347 N Front Street
  - 0.12 Acres



# Surplus Declaration Property Number 6

## Landlocked Property East of City;

- Marion County Assessor property record information:
  - Property ID R13271
  - Map Tax Lot: 051W17A 00400
  - 0.33 Acres



# Surplus Declaration Property Number 7

## Landlocked Property Between Settlemier and Front Street;

- Marion County Assessor property record information:
  - Property ID R13764
  - Map Tax Lot: 051W18BC09000
  - 0.02 Acres



**COUNCIL BILL NO. 2990**

**RESOLUTION NO. 2068**

**A RESOLUTION DECLARING CERTAIN CITY OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT THE SALE OF SAID PROPERTY**

**WHEREAS**, the City Council has previously determined the need to sell City-owned properties that are no longer considered beneficial for public use; and

**WHEREAS**, the City Council out of approximately 120 City owned properties has selected 7 properties that are no longer considered beneficial for public use and should be declared surplus; and

**WHEREAS**, although 7 properties are being declared surplus, each property will be brought back to City Council for action in regard to the terms of sale for the individual parcel declared surplus; and

**WHEREAS**, Notice of the Public Hearing was published for the proposed declaration of surplus property; and

**WHEREAS**, pursuant to ORS 221.725, the Woodburn City Council conducted a public hearing on October 26, 2015 to hear testimony concerning said declaration of surplus property; **NOW, THEREFORE**,

**THE CITY OF WOODBURN RESOLVES AS FOLLOWS:**

**Section 1.** The following properties identified below, based on Marion County Assessor Property Record information are hereby declared Surplus Property.

Marion County Assessor Property Records

<b>Property ID</b>	<b>Map Tax Lot</b>	<b>Location/Address</b>	<b>Acres</b>
R45041	051W04CD03000	11842 Chateau Drive	0.166
R13625	051W18AA04400	Gatch Street	0.55
R13074	051W08CA02800	1750 Park Avenue	2.79
R108708	051W08CC00200	Legion Park	0.44
R108940	051W18AB03400	347 N Front St	0.12
R13271	051W17A 00400	None	0.33
R13764	051W18BC09000	None	0.02

**Section 2.** The City Council finds that the property listed in Section 1 is no longer needed by the City for the reasons specified in the Staff Report

accompanying this resolution and it is in the public's financial interest to declare the property surplus.

**Section 3.** Pursuant to ORS 221.725 the sale of each property will require no further public notice or public hearing. The City Administrator is directed to solicit the sale of said property by any means determined to be in the best interest of the City. Prior to said sale the terms of such shall be brought before the City Council at a regular scheduled City Council meeting as an action item under general business.

Approved as to Form: \_\_\_\_\_  
City Attorney Date

APPROVED: \_\_\_\_\_  
Kathryn Figley, Mayor

Passed by the Council \_\_\_\_\_  
Submitted to the Mayor \_\_\_\_\_  
Approved by the Mayor \_\_\_\_\_  
Filed in the Office of the Recorder \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon



# Agenda Item

October 26, 2015

TO: Honorable Mayor and City Council through City Administrator  
FROM: Kristin Wierenga, Recreation Services Manager  
Via: Jim Row, Assistant City Administrator  
SUBJECT: **Centennial Park Playground Grant Agreement**

## **RECOMMENDATION:**

Authorize the City Administrator to enter into the attached Local Government Grant Agreement with the Oregon Parks and Recreation Department. The \$52,544 grant was awarded for the Centennial Park Playground Project.

## **BACKGROUND:**

The Community Services Department, working through the Recreation and Park Board, has identified the need to improve Centennial Park's aging playground.

This project involves removing the existing equipment, which has outlived its useful life, and installing new play equipment through a supervised community build process. While most of the existing equipment will be removed, two components (a tire swing and a regular swing set) will remain, as they are still in good and useable condition.

The project meets the funding criteria for the State's Local Government Grant Program, which requires a 40% local match of cash, contributions of materials, and volunteer labor.

## **DISCUSSION:**

The 2009 Parks and Recreation Master Plan recognizes the need for replacing the Centennial Park playground and lists it as a priority to be completed in the 2013–2016 planning horizon. The Recreation and Park Board considers the Centennial Park Playground Project to be a high priority for 2015.

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Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_\_\_x\_\_\_ Finance \_\_\_x\_\_\_

The Community Services Department expect to begin design work this fall, with the construction taking place in spring 2016. The Local Government Grant program, which is funded by State Lottery proceeds, continues to be the strongest source of park development funds available to the City. This project was extremely competitive, ranking 4<sup>th</sup> out of 34 projects competing for funds in the small grant (less than \$75,000) category.

**FINANCIAL IMPACT:**

The \$52,544 Local Government Grant will be matched with a \$15,000 grant from the Burlingham Trust, \$1,000 from the Woodburn Kiwanis Club, and force account/ volunteer labor. The Woodburn Rotary Club is also considering a small monetary contribution toward the project. The City's financial commitment to the project, which is anticipated to be less than \$1,000, will come from existing resources included in the general fund's recreation budget.

# Oregon Parks and Recreation Department

## Local Government Grant Program Agreement

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THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through its Oregon Parks and Recreation Department (OPRD), hereinafter referred to as the "State" and the **City of Woodburn**, hereinafter referred to as the "Grantee".

**OPRD Grant Number:**           **LG15-021**

**Project Title:**               **Centennial Park Playground Rehabilitation**

**Project Type (purpose):**   **Rehabilitation**

**Project Description:**       The project will remove an aging playground structure and will purchase and install new nature play themed playground equipment at Centennial Park in Woodburn, Oregon. The Project is further described in the Application included as Attachment B.

**Grant Award /**

**Maximum Reimbursement:**   **\$52,544**           **(60%)**

**Grantee Match Participation:** **\$35,030**           **(40%)**

**Total Project Cost:**       **\$87,574**

**Grant Payments:** Grant funds are awarded by the State and paid on a reimbursement basis, and only for the Project described in the Agreement, and the original Application included as Attachment B. To request reimbursement, Grantee shall submit a State supplied Request for Reimbursement form, copies of project invoices, and documentation confirming project invoices have been paid. In addition to the final reimbursement requested upon completion of the Project, Grantee may request mid-Project reimbursement, as often as quarterly, for costs accrued to date. Advance payments may be provided under hardship conditions.

**Reimbursement Procedures:** Based on the estimated Project Cost of **\$87,574**, and the Grantee's Match participation rate of **40%**, **the reimbursement rate will be 60%**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Grantee the remaining Grant Funds balance, or **60%** of the total cost of the Project, whichever is less.

**Matching Funds:** The Grantee shall contribute matching funds or the equivalent in labor, materials, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program. Volunteer labor used as a match requires a log with the name of volunteer, dates volunteered, hours worked, work location and the rate used for match, to be eligible.

**Retention:** OPRD shall disburse up to 90 percent of the Grant Funds to Grantee on a cost reimbursement basis upon approval of invoices submitted to OPRD. OPRD will disburse the final 10 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project.

**Progress Reports:** Grantee shall submit written Progress Reports on forms provided by the State with each reimbursement request, or at a minimum of six month intervals, starting from the effective date of the Agreement.

**Agreement Period:** The effective date of this Agreement is the date on which it is fully executed by both parties. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2017**. This Agreement shall expire on the date final reimbursement payment is made by OPRD to Grantee.

**Project Sign:** When project is completed, Grantee shall post an acknowledgement sign of their own design, or one supplied by the State, in a conspicuous location at the project site, consistent with the Grantee's requirements, acknowledging grant funding and the State's participation in the project.

**Agreement Documents:** Included as part of this Agreement are:

Attachment A: Standard Terms and Conditions

Attachment B: Project Application including Description and Budget

Attachment C: Sample Progress Report form

Attachment D: Sample Request for Reimbursement form including guidelines

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents is as follows, listed from highest precedence to lowest precedence: this Agreement without Attachments; Attachment A; Attachment B; Attachment C; Attachment D.

**Contact Information:** A change in the contact information for either party is effective upon providing notice to the other party:

Grantee Administrator

Kristin Wierenga  
City of Woodburn  
270 Montgomery St  
Woodburn, OR 97071  
503-982-5266  
kristin.wierenga@ci.woodburn.or.us

Grantee Billing Contact

Kristin Wierenga  
City of Woodburn  
270 Montgomery St  
Woodburn, OR 97071  
503-982-5266  
kristin.wierenga@ci.woodburn.or.us

OPRD Contact

Mark Cowan, Coordinator  
Oregon Parks & Rec. Dept.  
725 Summer ST NE STE C  
Salem, OR 97301  
503-986-0591  
mark.cowan@oregon.gov

**Signatures:** In witness thereof, the parties hereto have caused this Agreement to be properly executed by their authorized representatives as of the last date hereinafter written.

**GRANTEE**

**OREGON PARKS AND RECREATION DEPT.**

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

By: \_\_\_\_\_  
Larry Warren, Internal Services Div. Administrator

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Jan Hunt, Grants Division Manager

**Oregon Department of Justice (ODOJ)** approved for legal sufficiency for grants exceeding \$150,000:

\_\_\_\_\_  
Date

By: N/A  
ODOJ Signature or Authorization

\_\_\_\_\_  
Printed Name/Title

By: \_\_\_\_\_  
Mark Cowan, Grant Program Coordinator

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# Attachment A – Standard Terms and Conditions

## Oregon Parks and Recreation Department Local Government Grant Program Agreement

1. **Compliance with Law:** Grantee shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to implementation of the Project, including without limitation, OAR chapter 736, Division 6 (the Local Government Grant Program administrative rules).
2. **Compliance with Workers Compensation Laws:** All employers, including Grantee, that employ subject workers who provide services in the State of Oregon shall comply with ORS.656.017 and provide the required Worker's Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included.
3. **Amendments:** This Agreement may be amended only by a written amendment to the Agreement, executed by the parties.
4. **Expenditure Records:** Grantee shall document, maintain and submit records to OPRD for all Project expenses in accordance with generally accepted accounting principles, and in sufficient detail to permit OPRD to verify how Grant moneys were expended. These records shall be retained by the Grantee for at least six years after the contract terminates, or until all audits initiated within four years have been completed, whichever is later. The Grantee agrees to allow State auditors, and State Agency Staff, access to all records related to this Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.
5. **Equipment:** Equipment purchased with Local Government Grant Program funds must be used as described in the Project Agreement and Application throughout the equipment's useful life. The Grantee will notify the State prior to the disposal of equipment and will coordinate with the State on the disposal to maximize the equipment's ongoing use for the benefit of the Local Government Grant Program.
6. **Use of Project Property:** Grantee warrants that the land within the project boundary described in the Application (Attachment B) shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Grantee agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.
7. **Conversion of Property:** Grantee further warrants that if the Grantee converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Grantee must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Grantee will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Grantee's control such as condemnation or road replacement or realignment, the Grantee will be required to pass through to the State that prorated share of whatever consideration is provided to the Grantee by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

8. **Contribution:** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Grantee (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Grantee in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Grantee on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Grantee on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Grantee is jointly liable with the State (or would be if joined in the Third Party Claim), the Grantee shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Grantee on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Grantee on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Grantee's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

Grantee shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

9. **Condition for Disbursement:** Disbursement of grant funds by OPRD is contingent upon OPRD having received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.
10. **No Third Party Beneficiaries.** OPRD and Grantee are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.
11. **Repayment:** In the event that the Grantee spends grant funds in any way prohibited by state or federal law, or for any purpose other than the completion of the project, the Grantee shall reimburse the State for all such unlawfully or improperly expended funds. Such payment shall be made within 15 days of demand by the State.
12. **Termination:** This contract may be terminated by mutual consent of both parties, or by either party upon a 30-day notice in writing, delivered by certified mail or in person to the other party's contact identified in the Agreement. On termination of this contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination. Full credit shall be allowed for reimbursable expenses and the non-cancelable obligations properly incurred up to the effective date of the termination.
13. **Governing Law:** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
14. **Entire Agreement:** This Agreement constitutes the entire Agreement between the parties. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, Agreements, or representations, oral or written, not specified herein regarding this Agreement. The Grantee, by signature of its authorized representative on the Agreement, acknowledges that the Grantee has read this Agreement, understands it, and agrees to be bound by its terms and conditions."



## Agenda Item

October 26, 2015

TO: Honorable Mayor and City Council

FROM: Jim Row, Assistant City Administrator

SUBJECT: **Review and Discuss FHDC's Proposal to Purchase and Develop City Owned Property Located at 1750 Park Ave**

### **RECOMMENDATION:**

That the City Council review and discuss Farmworker Housing Development Corporation's (FHDC) proposal to purchase and develop City owned property located at 1750 Park Ave. If the Council communicates clear support for the project and the proposed terms offered by FHDC, staff will enter into formal negotiations with FHDC with the intention of bringing an agreement to the Council for approval at the November 9, 2015 City Council meeting.

### **BACKGROUND:**

The Council's FY 14/15 Goals included developing a plan for city owned property, which involves the review of all City owned real property and the identification of possible surplus properties to be sold or reallocated as needed. Based on Marion County Assessor's records, the City currently owns 120 parcels of real property. The parcels vary in size and use. On April 27, 2015 the City Council directed staff to initiate the process of declaring a number of City owned parcels as surplus, including the property located at 1750 Park Ave. The public hearing and resolution declaring these properties as surplus appear prior to this item on the current City Council Agenda.

On July 27, 2015, the City Council conducted a workshop to hear a presentation from FHDC representatives regarding their interest in purchasing the subject property for the purpose of constructing a multi-family housing complex that would serve a mix of farmworker and low income housing residents.

During the workshop, the Council asked FHDC representatives and City staff to research the proposed project's potential impacts to traffic congestion at the Hwy 214/ Park Ave intersection, City property tax receipts, and crime. The

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Agenda Item Review: City Administrator  City Attorney  Finance

Council further directed staff to conduct an appraisal of the property and to negotiate a sales price with FHDC.

**PROPERTY DESCRIPTION:**

Marion County Assessor's records list the parcel as property ID# R13074, with a size of 2.79 acres and a real market value of \$210,590. The property was purchased by the City in 1976 for the amount of \$300.00 (other considerations of the purchase have not been determined). It is currently zoned *Medium Density Residential (RM)*. The east half of this property has an existing City water well, two structures used for equipment storage and an area for material storage.

The City can likely make accommodations for the loss of storage. The well is not currently in production, but has been retained for emergency water supply purposes.



**APPRAISAL:**

Following the July 27, 2015 City Council meeting, staff contracted with Powell Banz Valuation for the completion of a real estate appraisal report. The appraisal report concluded that the fair market value of the property if the property was unimproved without buildings or well is \$400,000. At the City's request, the appraiser considered an alternate valuation if the City retained an easement for the operation and maintenance of the existing well. The appraisal concluded the value of the property to be \$350,000 with a well easement in place.

**ENVIRONMENTAL SITE ASSESSMENT:**

Following the July 27, 2015 City Council meeting, FHDC contracted with EVREN Northwest, Inc. to conduct a PHASE I Environmental Site Assessment (ESA) on the subject property. The assessment identified no evidence of recognized environmental conditions at the subject property, except for the following (paraphrased):

1. Several 55-gallon drums and 5-gallon buckets of potentially hazardous materials were observed onsite. The containers are not properly labeled, there is not secondary containment, and the storage is in a building with a gravel floor. Heavy staining was noted on the surfaces of both buildings.
2. The site is listed in the Environmental Cleanup Site Information (ECSI) database. The ECSI entry indicates that the site was a garage/maintenance yard for about 25 years and has been inactive for many years. A Phase II ESA completed by Aspen in 2002 found heavy oil impacts in soil at concentrations up to 49,900 parts per million (ppm) and diesel oil impacts in soil at up to 5,270 ppm. Some leachable lead impacts were below the limit where the soil would be considered a hazardous waste.
3. The site was formerly serviced by an onsite septic system, which has reportedly been properly decommissioned. The tank and associated leach fields should be investigated for impacts from possible improper disposal of waste fluids.

ENVIRON Northwest recommended that additional assessment of soils and groundwater be conducted and that the proper decommissioning of the septic tank be confirmed. FHDC received a proposal from ENVIRON Northwest for this work at a "not to exceed" cost of \$18,500.

Further environmental assessment will help to determine if the site can be cleaned up and made ready for building for a reasonable amount of time and money. However, even after additional assessments, the actual extent of any contamination or other environmental condition will not be known until contractors begin cleanup. Such unknowns are common when dealing with former industrial and commercial properties because of historical environmental practices.

**EXISTING WATER SUPPLY WELL:**

While the well on the subject property is not currently in production, it will be retained by the City for emergency water supply purposes. FHDC evaluated the location of the well and existing water supply line, and has determined that retaining them will be detrimental to their ability to effectively develop the site. As a result, they have asked staff to consider decommissioning and abandoning the well. Public Works evaluated the request and determined that it is unlikely that the well would be needed by the City for emergency purposes. As a result, the staff is comfortable accommodating FHDC's request to decommission and abandon the well.

Staff confirmed with the State of Oregon Water Resources Department, that the water rights that are currently attached to this well can be retained by the City for use at another location in the future. For the Council's information, staff estimates the proportional cost of replacing the production level (750 gallons per minute) of the well to be approximately \$450,000.

**TRAFFIC IMPACTS:**

FHDC tasked the transportation engineering and consulting firm, Kittleson & Associates, with investigating the potential traffic impacts the proposed development would generate. As shown in the attached letter from Kittleson & Associates (see Attachment 1), the preliminary trip generation estimate for the proposed development is approximately 300 daily trips, of which 23 trips occur during the weekday AM peak hour, and 28 trips occur during the weekday PM peak hour.

City staff has reviewed these numbers and finds that the methodology appears appropriate. The trips as described would not likely represent a significant disruption to area traffic patterns.

**CRIME IMPACTS:**

The Woodburn Police Department reviewed call history over a 12-month period on seven multi-family residential properties in Woodburn, including two owned and operated by FHDC. The attached memo from Police Chief Scott Russell (see Attachment 2) identifies the following average annual calls per dwelling unit for each of the seven properties (sorted from highest to lowest):

<u>Complex Name</u>	<u>Annual Calls Per Unit</u>
1. Park Ave Apts.	1.96
2. Nuevo Amanacer (FHDC)	.78
3. Stonehedge Court Apts.	.63
4. Esperanza Court (FHDC)	.58
5. Barclay Square Apts.	.44
6. Hazelwood Estates (Marion Cty.)	.29
7. Harvard Meadows	.20

It is important to note that this data is related to calls for service, not arrests or crimes committed. Calls for service may be a good indicator of the level of police response generated by a particular property, but it is not necessarily a good indicator for the level of crime committed at that same location. A report providing statistics related to index crimes committed by address can be generated but would require a significant amount of staff time to collect and analyze the data.

From the call data listed above, the level of call history and corresponding police response to these multi-family housing complexes is not outside of the normal range expected within Woodburn. It has been the Police Department's experience that multi-family housing will have more calls than single family housing.

**PROPERTY TAX IMPACTS:**

The City Council requested information on the impact an FHDC project would have on potential property tax assessments. Because farmworker housing is eligible for property tax exemption, such a project would directly impact tax assessments. On behalf of FHDC, the Housing Development Center (HDC) prepared an analysis comparing the proposed project's anticipated City property tax assessments vs. those that would be generated by a market rate (non-tax exempt) multi-family complex. The analysis and summarizing memo are attached. (see Attachment 3) It is important to note that the following estimates

are based upon the assumption that 50% of the units in the proposed development will be designated as farmworker housing, which is eligible for a property tax exemption.

The analysis indicated that the proposed project would generate approximately **\$3,318** in property taxes annually for the City of Woodburn, as compared to **\$16,412** for a market rate development. This results in projected City property tax assessments that are approximately **\$13,000** less per year for the proposed project vs. a similar project owned and operated in a fully taxable manner.

The City's finance department reviewed the analysis and discussed its approach with a representative of the Marion County Assessor's Office. Based on this limited review, the finance department determined that they are comfortable with its methodology and resulting estimates.

**TERMS OF OFFER:**

FHDC is offering to purchase the subject property from the City subject to a number of conditions. After analyzing the site, they determined that it would be their preference to have control over the entire site, which would require the water supply well to be abandoned and removed.

FHDC has also identified that various "Site Preparation Costs" will be incurred before the planned multi-family housing can be constructed. These Site Preparation Costs include:

- Conduct the Phase II Environmental Site Analysis;
- Remediate any discovered environmental contamination, which may include removal of soils and other contaminated materials;
- Abandonment and removal of the water supply well; and
- Removal of existing structures.

FHDC is proposing a purchase price of \$400,000 with a possible reduction of up to \$75,000 to defray site preparation costs. Under FHDC's proposal, FHDC will pay all costs for site preparation. The City will have no out of pocket costs; however, FHDC will seek a purchase price reduction if the costs rise above \$50,000. FHDC is proposing any reduction to proceed as follows:

1. FHDC will pay all site preparation costs up to \$50,000. If costs do not exceed \$50,000 then no reduction of the purchase price will occur;
2. If costs exceed \$50,000 then the purchase price will be reduced up to the next \$50,000;

3. If costs exceed \$100,000 no reduction will occur up to the next \$25,000. FHDC is proposing to not require reduction on this \$25,000;
4. If costs exceed \$125,000 then the purchase price will be reduced up to the next \$25,000.

FHDC is requesting that the City grant an option to purchase the property. The option will provide them with the ability to conduct the Phase II environmental analysis and begin the process of applying for project financing. Under the option, FHDC would have until March 31, 2016 to sign the purchase agreement.

**TIMELINE OF ACTIVITIES:**

FHDC provided the City with the following anticipated timeline of activities related to the proposed purchase:

<b>Date</b>	<b>Activity</b>
October 26, 2015	Property declared surplus
November 9, 2015	Council approves option agreement
November 13, 2015	Option Agreement signed
November 16, 2015	Begin Environmental Phase II testing and other due diligence
December 1, 2015–March 31, 2016	NEPA review
March 31, 2016	Execute Purchase and Sale Agreement
April 2016	Submit application to State for financing
August 31, 2016	Notice of award from State / Release Financing Contingency
August 2016–January 2017	Remediate identified environmental hazards
January 31, 2017	Release site prep contingency
July 31, 2017	Close on purchase of property

**DIRECTION FROM THE CITY COUNCIL:**

FHDC has communicated to staff that they are operating on a tight timeline and need to make a decision about whether to pursue this project soon. If Council is supportive of the general terms of this proposal then staff will work with FHDC to

bring a formal real estate transaction agreement for Council consideration at the next City Council Meeting on November 9, 2015.

**FINANCIAL IMPACT:**

The net proceeds from the sale of the subject property pursuant to the terms offered by FHDC are not fully known at this time, but are expected to range from \$325,000-\$400,000.



**KITTELSON & ASSOCIATES, INC.**  
 TRANSPORTATION ENGINEERING / PLANNING  
 610 SW Alder Street, Suite 700, Portland, OR 97205 P 503.228.5230 F 503.273.8169

September 1, 2015

Project #: 19353

Mr. Roberto Jimenez  
 Farmworker Housing Development Center  
 1274 5<sup>th</sup> Street, Suite 1A  
 Woodburn, Oregon 97071

**RE: 1750 Park Avenue Traffic Analysis**

Dear Mr. Jimenez,

Farmworker Housing Development Center is exploring the potential development of up to 45 apartment units on property located at 1750 Park Avenue housing in Woodburn, Oregon. This letter provides a preliminary trip generation estimate for the potential development, anticipating up to 23 weekday AM peak hour trips and 28 weekday PM peak hour trips.

Woodburn Development Ordinance Section 3.04.05 states that the City of Woodburn may require a Traffic Impact Analysis (TIA) prior to the approval of a City access permit when the Director estimates a development proposal may generate either 100 or more additional, peak hour trips, or 1,000 or more additional daily trips, within ten years of a development application. Under this criteria, a TIA would not be required for the proposed apartments.

## TRIP GENERATION

Preliminary trip estimates for the proposed apartment complex were developed based on trip rates obtained from the standard reference *Trip Generation, 9<sup>th</sup> Edition* (Reference 1). *Trip Generation* is a nationally recognized trip database published by the Institute of Transportation Engineers. Table 1 presents the trip generation estimate (daily trips were rounded to the nearest 10).

**Table 1. Trip Generation**

Land Use	Units	ITE Code	Daily	Weekday AM Peak Hour			Weekday PM Peak Hour		
				Total	In	Out	Total	In	Out
Apartments	45	220	300	23	5	18	28	18	10

As shown in Table 1, development of 45 apartment units is estimated to result in approximately 300 daily trips of which 23 trips occur during the weekday AM peak hour and 28 trips occur during the weekday PM peak hour. The trip rates in *Trip Generation* are based on suburban land uses with no transit service. The apartment building is anticipated to serve a mix of farm worker and work force

housing. Given the potential for farm workers residing at the apartment complex to commute together and at hours that may start or end outside the typical morning and evening commuter periods, we think the actual trip rates realized at the potential development may be lower than the national average apartment trip rates provided in *Trip Generation* (lower trip rates reflecting the local trip making characteristics of the farmworker housing tenants such as carpooling and early working hours). Traffic counts would need to be collected at another similar land use to confirm local trip making characteristics, if desired.

## OTHER CONSIDERATIONS

While a TIA does not appear to be triggered under the City of Woodburn Development Ordinance Section 3.04.05, there is evidence suggesting adequate capacity is available along Highway 214 to accommodate the proposed apartments. We reviewed two relevant studies that our firm prepared in Woodburn, as discussed below.

The City's 2005 *Transportation System Plan (TSP)* generally found intersections in the site vicinity to operate acceptably in the near-term. The TSP identified the potential long-term need for signalization of the Highway 214/Park Avenue intersection but also reported the intersection operated with a volume-to-capacity (v/c) ratio of 0.51 under then-existing weekday PM peak hour conditions, easily satisfying the Oregon Department of Transportation (ODOT) 0.85 intersection v/c ratio standard.

The June 22, 2012 *Woodburn McDonald's TIA* (for the McDonald's restaurant now constructed to the east of Park Avenue along the south side of Highway 214) found the Highway 214 western site driveway operated at a v/c ratio of 0.25 or less upon site buildout and that the traffic signal just east of the site on Highway 214 (serving the McDonald's and surrounding shopping center properties) operated at less than 50 percent of its capacity during the weekday AM and PM peak hours.

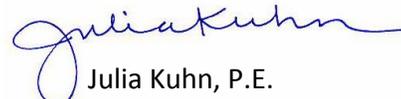
Based on the TSP and McDonald's TIA, it appears that there are no near-term capacity issues along Highway 214 in the immediate site vicinity that would require mitigation. Further study would be required to definitively make this conclusion; however, the apartment building is not a large enough trip generator to trigger a TIA under the City of Woodburn Development Ordinance so further study is likely unnecessary.

We look forward to working with the project team as this effort moves forward. Please contact us if you have any questions in the interim.

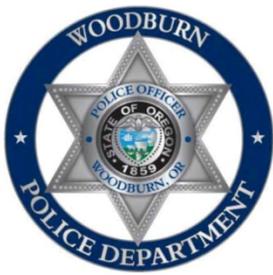
Sincerely,  
KITTELSON & ASSOCIATES, INC.



Chris Brehmer, P.E.  
Principal Engineer



Julia Kuhn, P.E.  
Senior Principal Engineer



# WOODBURN POLICE DEPARTMENT

1060 Mt. Hood Ave., Woodburn, Oregon 97071

Phone: (503) 982-2345 FAX: (503) 982-2371

Scott D. Russell • Chief of Police

Jason Alexander • Support Division Captain

Thursday October 14, 2015

To: Jim Row, Assistant City Administrator

Subject: MEMO

From: Scott D. Russell, Chief of Police

Re: Calls for Police Service FHDC Properties and Other Multi-family Complexes

Recently I asked the Records Division to review the 12 month calls for service queries that were run on multi-family properties for accuracy. They were able to ascertain that the queries were double counting some incidents (the query counted each officer responding). These errors were corrected and after that we added a few additional properties to the analysis. The following results were obtained and, after checking the data, I am confident that the numbers are now correct. Please let me know if you need anything further.

## **FHDC Properties:**

Esperanza Court: 12 Units, 7 Calls for Service, **.58** annual calls per unit average

Nuevo Amanacer (Combined): 130 Units, 102 Calls for Service, **.78** annual calls per unit average

## **Stonehenge Court Apartments: North Front Street**

192 Units, 120 Calls for Service, **.63** annual calls per unit average

## **Barclary Square Apartments: West Hayes Street**

70 Units, 31 Calls for Service, **.44** annual calls per unit average

## **Hazelwood Estates: Carol Street (Marion County Housing Authority)**

24 Units, 7 Calls for Service, **.29** annual calls per unit average

## **Harvard Meadows: Harvard St.**

235 Units, 48 Calls for Service, **.20** annual calls per unit average

## **Park Ave Apartments: 1469 Park Ave**

26 Units, 51 Calls for Service, **1.96** annual calls per unit average

## MEMO

Date: October 16, 2015

To: Woodburn City Council

From: Housing Development Center (HDC)  
Farmworker Housing Development Center (FHDC)

RE: 1750 Park Avenue – Tax Estimate

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### **SUMMARY**

Housing Development Center (HDC) has provided the attached estimate of property taxes projected to be levied from FHDC's affordable housing project proposed to be developed on property located at 1750 Park Avenue and currently owned by the City of Woodburn. FHDC is seeking to develop a 44 unit, affordable, workforce project on the property, with primarily two and three bedroom family-sized units. Approximately one-half of the units would be set aside for Agricultural Workers and their families, and therefore would qualify for a property tax exemption. The balance of the units, serving the general, low income workforce in Woodburn, will incur property taxes. HDC also analyzed the portion of the levied taxes which would go to the City of Woodburn, compared to other taxing entities.

Based on the methodology described below, the proposed project, at 44 units, would generate an estimated **\$3,318** in levied City property taxes per year, including the property tax exemption for 50% of the units. The final taxes levied will depend on factors such as the final number of units, final valuation by appraisal and the assessed value compared to real market value. The new tax revenue from the proposed project would add significantly to City revenues when compared to the current vacant, City owned property or to use by a fully tax-exempt, charitable purpose.

### **LIMITATIONS OF ANALYSIS**

The attached property tax estimates were derived using a number of assumptions, which will not be able to be confirmed until the proposed project is through design development and financing applications and an as-built appraisal can be obtained from a licensed appraiser. HDC is not a licensed appraiser, and has completed this analysis only for estimating purposes at the request of the City of Woodburn. These values should not be relied on for real estate transaction purposes.

### **METHODOLOGY**

The basic methodology used includes estimating the property value, the assessed value and then calculating the estimated taxes for a market rate multi-family property and an affordable property. Then we have shown the impact of the expected Agricultural Worker property tax exemption on levied taxes:

- **Determination of estimated property value when completed:** As requested by City Staff, HDC used market values for four Farmworker Housing Development Corporation (FHDC) properties, as if those properties did not have mandatory rent restrictions, calculated an average per unit value from these properties, and determined the estimated market value of 44 unit, non-restricted multi-family property on the Park Avenue site. This is generally referred to as a Comparables Approach to valuation.

As is standard in valuation of affordable housing, and because we have a projected operating budget for our proposed affordable project, HDC used an Income Approach to determine the value of the proposed affordable development, as described below.

- **Comparable Approach to Determine Market Rate Project Value:** Based on the four comparable FHDC properties, the average per unit value was \$70,021. The resulting estimated value of a 44 unit development would be \$3,080,915.
- **Income Approach to Determine Affordable Housing Value:** The income approach takes into account the net operating income for a property in order to derive value. In this approach, the anticipated net income from a rental property (after budgeted operating expenses) is divided by a capitalization rate (the rate of return based on income that a property is expected to generate) to determine the assessed value. In affordable housing, because rents (revenues) are restricted to below market, the net income from the property is reduced, reducing the property's value. Based on rents at the proposed project set to be affordable to households at or below 60% of the area median income, and using a cap rate of 7.25% (the cap rate in the appraisal for FHDC's most recent development), the income approach generates a value of \$1,245,776 for a rent-restricted 44 unit development.
- **Determination of Tax Assessed Value:** Taxes are assessed based on an assessed rather than market value. HDC used an 88% assessed value ratio obtained from Marion County's tax assessor's office. For the theoretical, market rate, 44 unit project at Park Avenue, the assessed value is \$2,711,205. For the rent-restricted, affordable property, the assessed value is \$1,096,283.
- **City Tax Revenue from Market Rate Project:** The anticipated levied taxes shown on the attached chart are calculated based on the estimated assessed value times the City of Woodburn standard \$6.0534 per \$1,000 tax rate. Using these assumptions, the estimated annual City levied taxes would be **\$16,412**.
- **Tax Revenue from Rent Restricted Project:** City of Woodburn tax revenues from the proposed affordable housing project, without any exemption, will be somewhat reduced from market due to restricted real market values discussion above. Based on the assessed values derived above and multiplied by the standard tax rate of \$6.0534 per \$1,000, the levied City taxes without any exemption, are estimated at **\$6,636**.
- **Reduction in Tax Revenue Due to Agricultural Worker Tax Exemption:** FHDC plans to set-aside 50% of the units for agricultural workers, with the balance being available for the general working population. FHDC will be pursuing a tax exemption on only the set-aside units and as a result, the net, City levied taxes be **\$3,318** for a 44 unit development, a reduction of about \$3,000.

**CONCLUSION**

Based on the estimated value for a 44 unit, affordable workforce family housing project of \$1,245,776, using an assessed value of 88% of market value, the estimated taxes levied with a 50% property tax exemption, property taxes to the City would be **\$3,318** per year. Therefore, the main impact on City revenues is due to the reduced value of a multi-family property when rent restrictions are imposed, rather than solely the decision to set aside some units for agricultural industry workforce.

Again, HDC has completed this analysis only for estimating purposes and these values should not be relied on for real estate transaction purposes.

Farmworker Housing Development Center  
 1750 Park Ave - Property Tax Analysis  
 October 2015



**ESTIMATED VALUES AND TAXES LEVIED**

**ESTIMATED VALUES USING COMPARABLES APPROACH OF FHDC PROPERTIES**

Site Address	Property ID	Property Type	Tax Rate	Tax Value	Assessed Value	Real Market Value Total	Acreage	Value/Acre	Value/Unit	Taxes Levied
(1) Nuevo Amanecer I [50 Units]	R12768	Apartments	19.4516	0%	\$0	\$3,837,310	5.74	\$668,521	\$76,746	\$0
(2) Nuevo Amanecer II [40 Units]	R12769	Apartments	19.4516	0%	\$0	\$3,069,860	4.42	\$694,538	\$76,747	\$0
(3) Nuevo Amanecer IV [40 Units]	R12946	Apartments	19.4516	0%	\$0	\$2,684,720	2.68	\$1,001,761	\$67,118	\$0
(4) Esperanza Court [12 Units]	R13779	Apartments	19.4516	9%	\$62,910	\$713,670	0.76	\$939,039	\$59,473	\$1,224
<b>Average</b>										<b>\$70,021</b>

Source: Information obtained through Marion County Assessor's Office Property Records

**Tax Estimate Upon Completion<sup>1</sup>**

1750 Park Avenue	44	R13074	Apartments	19.4516	88%	\$2,711,205	\$3,080,915	2.79	\$1,104,271	\$70,021
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**TAX ESTIMATE**

MARKET VALUE: (If not rent restricted)	\$3,080,915
TAX VALUE:	88%
ASSESSED VALUE:	\$2,711,205
CITY TAX RATE:	0.0060534
<b>CITY LEVIED TAXES:</b>	<b>\$16,412</b>

**ESTIMATED AFFORDABLE HOUSING VALUES AND TAXES LEVIED**

**ESTIMATED VALUES USING INCOME APPROACH (given rent restrictions)**

**TAX ESTIMATE**

Projected Net Operating Income (excluding replacement reserves) <sup>2</sup>	\$90,319
Cap Rate <sup>3</sup>	7.25%
Value Using Income Approach with Restricted Rents <sup>4</sup>	\$1,245,776
TAX VALUE:	88%
ASSESSED VALUE:	\$1,096,283
CITY TAX RATE:	0.0060534
<b>CITY LEVIED TAXES (no exemption):</b>	<b>\$6,636</b>
<b>CITY LEVIED TAXES @ 50% EXEMPTION (proposed)</b>	<b>\$3,318</b>

Notes:

- (1) Valuation based on average per unit value of FHDC comps (with affordable rents). All properties receive some level of tax exemption.
- (2) Estimate assuming all units are 60% AMI and below
- (3) Cap rate from most recent FHDC appraisal
- (4) Appraisal for Nuevo IV dated April, 2012 would value restricted property at \$30,250 per unit x 44 = \$1,331,000



# Agenda Item

October 26, 2015

TO: Honorable Mayor and City Council through City Administrator  
FROM: Steve Krieg, Building Official  
SUBJECT: **Intergovernmental Agreement with the City of Silverton**

## **RECOMMENDATION:**

That the City Council authorize the City Administrator to sign an Intergovernmental Agreement (IGA) with the City of Silverton for Structural/Mechanical Inspections and Plan Reviews.

## **BACKGROUND:**

In March of 2010, The City of Woodburn and the City of Silverton entered into an IGA to assist each other in an as-needed basis for structural/mechanical inspections and plan reviews. The IGA has reached the end of its term and officials from both cities are proposing to renew the program. The City of Woodburn has an IGA with Marion County for mutual inspection and plan review assistance. The IGA with Silverton has helped both cities meet demand for inspection and review services.

## **DISCUSSION:**

The Structural/Mechanical Inspections and Plan Review IGA proposes to continue the 2010 program. This IGA is set to expire July 1, 2017.

## **FINANCIAL IMPACT:**

The Structural/Mechanical Inspections and Plan Reviews IGA involves budgeted money to the extent that Woodburn uses Silverton's resources. To the extent that Silverton uses Woodburn's resources, some revenue will be received by the City.

Attachments: IGA for Structural/Mechanical Inspections and Plan Reviews

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Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_\_\_x\_\_\_ Finance \_\_\_x\_\_\_

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SILVERTON AND THE CITY OF WOODBURN  
FOR STRUCTURAL/MECHANICAL INSPECTIONS AND PLAN REVIEWS**

This Agreement is made pursuant to ORS 190.010 between the City of Silverton, a municipal corporation of the State of Oregon, hereinafter called "Silverton", and the City of Woodburn, a municipal corporation of the State of Oregon, hereinafter called "Woodburn".

**I. Recitals**

1. Silverton and Woodburn have determined that they have a need for qualified personnel to perform structural/mechanical inspections and plan reviews in lieu of their own employees who may be ill, on vacation, or otherwise temporarily unable to perform their duties, and;
2. Silverton and Woodburn employ inspectors who are qualified and licensed to perform such inspection and plan review duties, and;
3. It is the mutual desire of Silverton and Woodburn that each agency provide personnel to provide these backup services to the other agency as needed, therefore,
4. This agreement is being brought forth to allow Silverton, by and through its Community Development Department's Building Inspection Division, to provide structural/mechanical inspections and plan reviews on an as-needed basis to cover Woodburn's inspection staff, and for Woodburn to provide the same services upon request for Silverton.

**II. SILVERTON OBLIGATIONS**

Silverton shall:

1. Perform structural/mechanical inspections and plan reviews on behalf of Woodburn, as requested by Woodburn.
2. Comply with all ORS and OAR requirements and regulations pertaining to the structural/mechanical and plan review programs.
3. Provide State of Oregon certified/licensed inspectors to perform all inspections.
4. Complete Inspection Report Form provided by Woodburn.
5. Provide identification upon entering job site and state the reason for the site visit.
6. Fax a copy of the completed inspection report to Woodburn within 48 hours of completion of the inspection.
7. Comply with the inspection notification requirements of applicable ORS and OAR.

8. Provide Woodburn a monthly request for payment to be submitted with a list of the inspection requests and plan reviews completed listing each day and number of hours performing plan reviews.
9. Send (via Facsimile) a request for inspection to Woodburn the morning of the requested date of inspection after first verifying with the Woodburn Building Official that adequate staffing exists to provide Silverton with backup services. (Inspection request form shall include the site location, type of inspection needed, and permit and information).
10. Remit payment to Woodburn within 30 days of receipt of monthly request for payment by Woodburn. Woodburn shall submit final invoice for work completed under this agreement not later than 30 days after expiration date of the agreement.

### **III. WOODBURN OBLIGATIONS**

Woodburn shall:

1. Perform structural/mechanical inspections and plan reviews on behalf of Silverton, as requested by Silverton.
2. Comply with all ORS and OAR requirements and regulations pertaining to the structural/mechanical and plan review programs.
3. Provide State of Oregon certified/licensed inspectors to perform all inspections.
4. Complete Inspection Report Form provided by Silverton.
5. Provide identification upon entering job site and state the reason for the site visit.
6. Fax a copy of the completed inspection report to Silverton within 48 hours of completion of the inspection.
7. Comply with the inspection notification requirements of applicable ORS and OAR.
8. Provide Silverton a monthly request for payment to be submitted with a list of the inspection requests and plan reviews completed listing each day and number of hours performing plan reviews.
9. Send (via Facsimile) a request for inspection to Silverton the morning of the requested date of inspection after first verifying with the Silverton Building Official that adequate staffing exists to provide Silverton with backup services. (Inspection request form shall include the site location, type of inspection needed, and permit and information).
10. Remit payment to Silverton within 30 days of receipt of monthly request for payment by Woodburn. Woodburn shall submit final invoice for work

completed under this agreement not later than 30 days after expiration date of the agreement.

**IV. MUTUAL FINANCIAL OBLIGATIONS**

1. Silverton and Woodburn agree to pay each other for services provided under this agreement at the rate of \$65.00 per hour. These rates may be adjusted annually (in writing) to the mutual satisfaction of both parties.
2. Payment under the terms of this agreement is separate from and in addition to the payments made under any existing agreements between Silverton and Woodburn.
3. All requests for payment shall be submitted to:

City of Woodburn  
Steve Krieg, Building Official  
270 Montgomery Street  
Woodburn, OR 97071

City of Silverton Building Inspection  
Daryl Jones, Building Official  
306 South Water Street  
Silverton, OR 97381

4. All requests for payment shall include documentation described in Section II (8) and Section III(8) to justify payment under this agreement.
5. Silverton and Woodburn certify that at the time the agreement is written, sufficient funds are available and authorized for expenditure to finance costs of this agreement.

**V. TRAVEL AND OTHER EXPENSES**

No additional fees are a part of this agreement.

**VI. RESPONSIBLE PARTIES FOR ADMINISTRATION**

- a. The primary organizations and officials responsible for conducting the administrative requirements of this agreement are:

City of Woodburn: Steve Krieg, Building Official  
City of Silverton: Daryl Jones, Building Official

**VII. NON-PERFORMANCE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

**VIII. INSURANCE AND INDEMNIFICATION**

Woodburn shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the City of Silverton and its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this agreement.

Likewise, Silverton shall, to the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, indemnify, defend, save, and hold harmless the City of Woodburn and its officers and employees from any and all claims, suits, and liabilities which may occur in the performance of this agreement.

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300)

**IX. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

**X. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

**XI. AMENDMENTS**

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties, with the exception

of the annual review and modification of rates. This agreement may be extended upon written amendment for a period not to exceed two years from original expiration date.

**XII. TERMINATION**

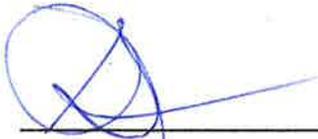
This agreement may be terminated by mutual consent by both parties or by either party upon 30 days' notice, in writing, and delivered by certified mail or in person.

**XIII. TERM OF AGREEMENT**

This Agreement shall become effective on the date on which every party has signed this Agreement. This Agreement shall expire, unless otherwise terminated, or extended by amendment, on July 1, 2017.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

**THE CITY OF SILVERTON**

  
\_\_\_\_\_  
City Administrator

8/27/15  
\_\_\_\_\_  
Date

**THE CITY OF WOODBURN**

\_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Date



# Agenda Item

October 26, 2015

TO: Honorable Mayor and City Council  
FROM: Scott C. Derickson, City Administrator  
SUBJECT: **Appointment of Administrator Pro Tem**

**RECOMMENDATION:**

It is recommended the City Council appoint Assistant City Administrator Jim Row as Administrator Pro Tem for the period November 10 through November 30, 2015.

**BACKGROUND:**

I will be away from the office from November 10 through November 30, 2015. Pursuant to Section 21(e) of the Woodburn Charter, the City Council shall appoint an Administrator Pro Tem whenever the Administrator is absent from the City. The Pro Tem Administrator shall possess the powers and duties of the Administrator, as limited by the Charter. Jim Row has accepted this assignment in the past and has the skills needed to successfully complete it.

**FINANCIAL IMPACT:**

There is no financial impact associated with the recommended action.



# Agenda Item

October 26, 2015

To: Honorable Mayor and City Council through City Administrator

From: Jim Hendryx, Economic and Development Services Director;  
Kate Foster, Associate Planner

Subject: **Director Approval of a Residential Architectural Standards  
Substitution; File Number RSS 2015-02, Located at 577 Willow Ave.**

## **RECOMMENDATION:**

No action is recommended. This item is placed before the Council for informational purposes, in compliance with the Woodburn Development Ordinance (WDO) Section 4.02.02. The Council may call up this item for review if it desires.

## **BACKGROUND:**

The WDO allows up to three architectural standards to be substituted, pursuant to Section 5.02.02. The substituted materials or design must still meet the overall intent of the Ordinance.

The WDO allows up to three architectural standards to be substituted, pursuant to Section 5.02.02. The substituted materials or design must still meet the overall intent of the Ordinance. The applicant requests one architectural standard substitution in order to avoid replacing the siding on a new-to-the-site manufactured home, as conditioned by the Planning Department in the building permit B15-381, which has been approved. The standard for which the substitution is requested is: WDO 3.07.02 C. Exterior Finish.

The subject manufactured home is a replacement for an existing manufactured home. The existing manufactured home is nonconforming with regard to Section 3.07.02 E 1 and 2, the main pedestrian entrance and porch, and G, a multi-articulated roof line, because the dwelling is orientated lengthwise on the lot instead of facing the street and has no covered porch or recessed entry. These three standards will continue to be nonconforming after the placement of the new manufactured home. The existing dwelling is also nonconforming with

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regard to Section 3.07.02 F, with windows facing the street; however, the new dwelling will meet this standard and move further towards conformity. The remaining standards, for which no substitutions are requested, and no nonconformities exist, were reviewed separately as a Type I application in the building permit (B15-381) and are not addressed in this request.

The Director approved the decision on October 7, 2015 without conditions. The Planning section of the building permit was approved for the development with the condition that the siding either be replaced after placement, or that the owners obtain an approval for an architectural standard substitution to retain the siding.

**DISCUSSION:**

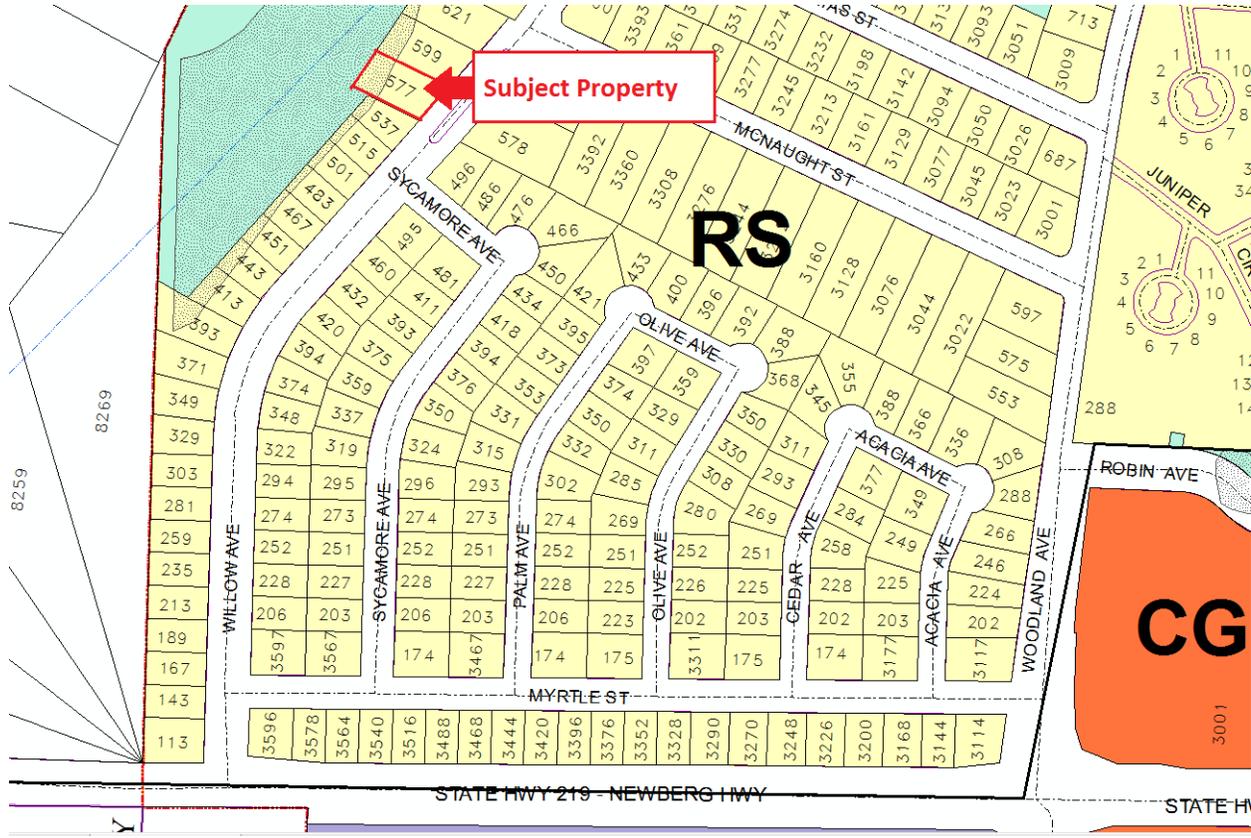
None.

**FINANCIAL IMPACT:**

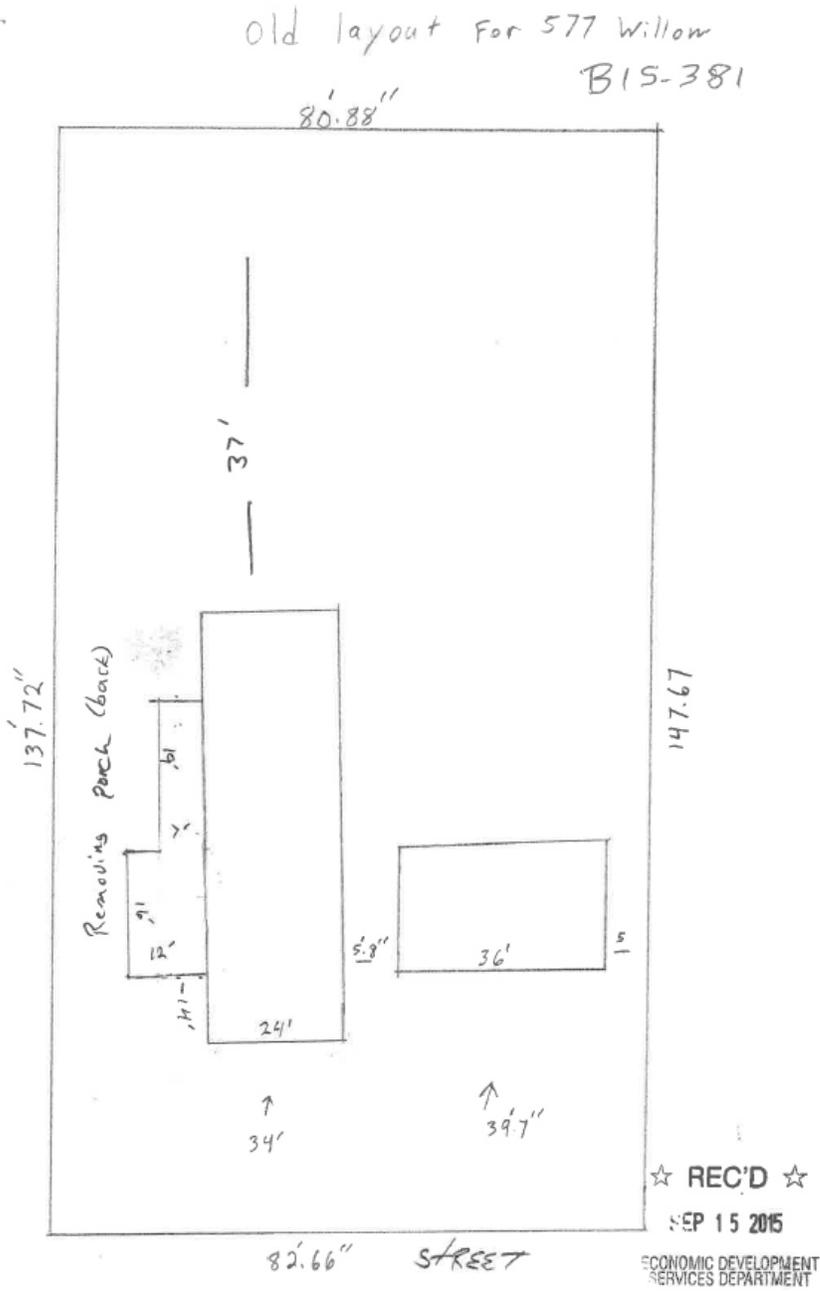
The decision is anticipated to have no public sector financial impact.

See pictures below.

ZONING MAP



Zoning map showing subject property



New layout For 577 Willow

