WOODBURN
OREGON
Incorporated 1889

Agenda Item

August 8, 2016

TO: Honorable Mayor and City Council

FROM: Jamie Johnk, Economic Development Director
Jim Hendryx, Community Development Director
Randy Scott, Public Works Director

SUBJECT: **Target Industry Analysis and Code Amendments: Next Steps**

BACKGROUND:

During the June 27, 2016 City Council meeting, City staff and ECONorthwest (consultants) shared the final Targeted Industry Analysis report and gave recommendations to support economic development in Woodburn.

DISCUSSION:

Based on the recommendations in the Target Industry Analysis (TIA), staff has compiled a matrix identifying the next steps towards implementation and outlining specific actions and goals.

Recommended next steps include:

- Develop policies that are flexible and focus on the kinds of industries that the City wants to attract.
- Develop an economic development strategy.
- Build and expand partnerships.

This past February, Council directed staff to initiate revisions to the Woodburn Development Ordinance (WDO), in order to correct scrivener errors as well as to correct other types of errors and omissions found in the current Ordinance. Amendments are underway for fence and Nodal standards. Additionally, several scrivener errors are being corrected as part of this effort. With Council's concurrence, recommendations from the TIA will be folded into this effort.

Over the past several months, staff has been meeting with representatives of Specht Development, which has optioned property (107 acres) along Butteville Road. Development within the Southwest Industrial Reserve (SWIR) requires, among other things, completion of a *Master Plan* prior to annexation. While not

Agenda Item Review: City Administrator __x____ City Attorney __x____ Finance __x___

binding, the Master Plan must address infrastructure, transportation, and open space for the entire SWIR area. Key to these discussions has been the possibility of expediting the development process (permitting) through early adoption of specific design standards during the master planning process. Future development would be subject to the adopted design standards, in exchange for administrative review. That review would be similar to what already exists for multi-family development that meets all discretionary standards.

With Council's approval, a workshop can be scheduled in September to allow for a more detailed discussion on these concepts at which time Council can direct staff accordingly.

RECOMMENDATION:

Council's comments and approval are requested regarding the next steps to be taken.

FINANCIAL IMPACT:

N/A

City of Woodburn Target Industry Analysis Recommendations

DRAFT

GOAL: BUILD AND EXPAND LOCAL, REGIONAL AND STATE PARTNERSHIP.

Actions	Lead	Resources	Timeframe
Continue partnerships and services with partners: Woodburn Chamber of Commerce, Oregon Economic Development Association (OEDA), SEDCOR, Business Oregon, WorkSource Oregon, Main Street (Oregon and National), Marion County, and other identified partnering agencies.	City Staff	Staff Time Meeting Supplies/Expenses	On-Going
Develop Woodburn demographic and employment land profiles and supporting marketing materials and share with partnering agencies.	City Staff	Staff Time	September 30, 2016
Partner with Woodburn Chamber of Commerce on Tourism Development Plan.	City Staff	Staff Time	June 30, 2017
Partner with WorkSource Oregon, labor providers and traded-sector businesses on work force development programs.	City Staff	Staff Time	December 31, 2016
DELIVERABLES:			
New Business Resource Guide	City Staff	Staff Time	
Enterprise Zone Guide	City Staff	Staff Time	
State/Agency Resources	City Staff	Staff Time	
Workforce Resources	City Staff	Staff Time	
Website	City Staff	Staff Time	

CITY OF ORLANDO

OFFICE OF
BUDDY DYER
MAYOR

July 22, 2016

REC'D
AUG 0 2 2016
WOODBURN
CITY ADMINISTRATOR'S OFFICE

Kathy Figley
Mayor
City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

Dear Mayor Figley:

Thank you for your kind letter. June 12, 2016 was the most difficult day in the history of Orlando, but the outpouring of support and love we have received has overwhelmed us. Both within our own community and from all over the world, letters and emailed filled with personal words of kindness, support and offers of assistance have served to strengthen and sustain us.

Everyone knows Orlando as the place where people come to have fun, but I believe Orlando will now be known for something else. We will not be defined by the tragedy that we experienced on that day, but by the collective response of love, compassion and unity in our city. When we needed each other the most we were all there.

We owe a debt of gratitude to you for the caring and support you have given us. No person or community is defined by the actions of others, but instead for how we choose to respond and how we treat each other.

Sincerely,

Buddy Dyer
Mayor

ORLANDO CITY HALL • 400 SOUTH ORANGE AVENUE • P.O. BOX 4990 • ORLANDO, FLORIDA 32802-4990
PHONE 407.246.2221 • FAX 407.246.2842 • CITYOFORLANDO.NET

COUNCIL MEETING MINUTES
JULY 25, 2016

DATE LEGION PARK, 1385 PARK AVENUE, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JULY 25, 2016

CONVENED The meeting convened at 5:33 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, Economic and Development Services Director Hendryx, Finance Director Head, Economic Development Director Johnk, Public Works Director Scott, Human Resources Director Hereford, Community Relations Manager Gutierrez-Gomez, Communications Coordinator Horton, Executive Legal Assistant Veliz, Recreation Supervisor Villanueva, Recreation Coordinator Velasco, City Recorder Pierson

0:00 **PROCLAMATIONS/PRESENTATIONS**

Proclamations:
A. National Night Out
B. Community Volunteers Day

Presentations:
Legion Park Exercise Stations- Martha Rainey with Game Time presented the City of Woodburn with a certificate of recognition for the Legion Park exercise stations that were installed, making it an Outdoor Adult Fitness Park National Demonstration Site. A certificate of recognition was also presented to Marion County and was accepted by Marion County Commissioner Sam Brentano.

0:09 **CONSENT AGENDA**

A. Woodburn City Council minutes of June 27, 2016
B. Woodburn City Council Work Session minutes of June 27, 2016
C. Full On-Premise Sales-New Outlet for Perico's Night Club
D. Building Activity for June 2016
E. Crime Statistics through June 2016

Lonergan/Ellsworth... adopt the Consent Agenda. The motion passed unanimously.

ADJOURNMENT

Councilor Lonergan stated that blue lives matter and that we have a wonderful police department in Woodburn. He thanked the officers for all they do for the community. Mayor Figley added that we are a city who has experienced tragedy of this kind and told the police officers to please be careful out there, your lives really do matter to us. **Lonergan/Ellsworth**... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 5:46 p.m.

COUNCIL MEETING MINUTES
JULY 25, 2016

APPROVED _____
KATHRYN FIGLEY, MAYOR

ATTEST_____
Heather Pierson, City Recorder
City of Woodburn, Oregon

WOODBURN PLANNING COMMISSION PUBLIC HEARING/MEETING MINUTES
June 23, 2016

CONVENED: The Planning Commission met in a public meeting session at 7 p.m. in the City Hall Council Chambers, with Chair Claudio Lima presiding.

ROLL CALL:

Chair	Lima	Present
Vice-Chair	Piper	Present
Commissioner	Grigorieff	Present
Commissioner	Vacant	
Commissioner	Comer	Absent
Commissioner	Corning	Present
Commissioner	Lassen	Present

Staff Present: Jim Hendryx, Economic and Development Services Director
Kate Foster, Associate Planner
McKenzie Granum, Assistant City Attorney
Vicki Spitznogle, Recording Secretary

Chair Lima opened the workshop/meeting at 7 pm, and led the Commissioners in the flag salute.

Minutes
The May 31, 2016 minutes were unanimously approved.

Business from the Audience
None

Communication
Letters encouraging marijuana dispensaries and addressed to various Commissioners were handed out at the meeting.

Public Hearing: Two lots on Hardcastle Avenue, between 1399 Hardcastle Ave and 1409 Hardcastle Ave (Tax lots 051W08CB05101 and 051W08CB05102):
The subject properties are currently vacant and are comprised of 0.62 acre and 0.27 acre in size for total of 0.89 acre. The properties are zoned medium Density Residential (RM). Abutting properties in the City are zoned Residential Single-Family (RS) and RM. No known wetlands or floodplains exist on the site. The owner requests approval for four lots to be used to build three duplexes and one single-family home, using a shared private, 24' access easement. A zoning

adjustment accompanies the subdivision application, requesting approval of up to a 5% deviation from the lot size requirement of 8,000 square feet for the three duplex lots and for a 2' front setback and a 6' rear setback reduction for the future single-family home on Lot 2.

Concern was expressed as to whether the proposed single house driveway (Lot 2) leading onto the fire truck turnaround area might interfere with emergency fire response, should the private driveway access encourage vehicle parking in the turnaround.

Additional testimony in e-mail form was submitted prior to the public hearing.

Mark Dane, 12725 SW Glenhaven Street, Portland, representing the owner, said that Lot 2's single house driveway will be physically separated from the fire truck turnaround.

He went on to address possible flooding concerns. The plan is for storm drainage to tie into a storm line, so that at least 50% of rain onto the property will be drained away from the property. Rain drains and foundation drains will go into a central drain catch basin. In response to the comment that flooding is a yearly occurrence, he said that final construction drawings that will show rain drain runoff in detail, not only for this proposed property but adjacent properties as well.

Mr. Dane also promised to put up a fence around the homes on the property.

Kate Foster, Associate Planner, said that the issue of renting versus owning is not being addressed at this time.

Opponent:
Dan Berreth-Baldoni, 1080 Tierra Lynn Drive, Woodburn, says that he is in favor of one-story single-family dwellings only on the proposed property. He also expressed concerns about flooding spreading to existing homes.

Commissioner Piper said that water drainage on surrounding properties will be helped by the proposed plans. He also pointed out that the land is zoned for multi-family dwellings, and though single-families surround it, it has been zoned this way for some time.

Chair Lima addressed e-mailed concerns of Kim Berreth-Baldoni, and said that the stated concerns had no real significance in connection with the decision to be made by the Planning Commission. He thanked people for writing and voicing their concerns and objections.

Vice-Chair Piper made a motion that SUB 2016-01; ZA 2016-01 be approved, with the additional condition that the fire turnaround is not be used as part of Lot

2's private driveway access. As part of that condition, vehicles may not park in the turnaround at any time, and signs will be posted, stating "Fire Lane – No Parking". Commissioner Grigorieff seconded, and the motion was passed unanimously.

STAFF RECOMMENDATION

The Planning Division recommends that the Commission approve case SUB 2016-01 and ZA 2016-01 subject to the following conditions:

1. The property shall be developed in substantial conformity to the preliminary plans submitted and reviewed with these applications, except as modified by these conditions of approval.
2. The applicant or owner shall ensure all applicable City, state, and federal permits for work are obtained prior to the start of work and that the work performed meets the satisfaction of the permit-issuing jurisdiction.
3. This approval constitutes preliminary approval for the subdivision only, and not final approval. Subdivision final approval must be applied for separately with the City. The final subdivision must comply with the standards of Section 5.03.10 and ORS Chapter 92.
4. Prior to issuance of any building permits, the private access easement shall be constructed to the minimum standards set forth by the Oregon Fire Code and the WDO and the materials and construction shall comply with the City's specifications.
5. Prior to subdivision final approval, the street light, utilities, and fire hydrant impacted by development of the lots must be relocated, or bonded for said relocation, to meet the standards of WDO 3.02. All permanent utility services to and within the development must be located underground.
6. Prior to subdivision final approval, the applicant shall show that the 24-foot access easement and maintenance agreement exists for these new lots.

Workshop:

Director Hendryx discussed present fence standards. After some discussion, there was consensus that the City's fence standards should be revised to allow corner and through lots more options. Commercial and industrial standards should reflect the security needs of the business community.

Assistant Attorney Granum stated that further steps can be taken if code infractions continue after the first notice is sent.

The question of aesthetics was addressed and can be made part of the Commission's future decisions if aesthetics is deemed a priority.

Nodal standards were discussed, and a decision was made to revise the standards to include single-family homes.

A buffer zone for different types of residential properties was recommended to provide a transition from one type of housing to another, rather than an abrupt change that can cause concern and conflict.

Typographical errors are to be corrected during the WDO amendment process.

Chair Lima said that Eric Morris, as a Woodburn citizen, had brought up the idea of tiny houses becoming an allowed Woodburn housing option. It was decided that further research and discussion was needed.

Items for Action: Chair Lima received letter from American Planning Association about Planning Commissioner two day training being offered for $100. Several Commissioners expressed an interest in attending.

Business from the Commission
None

Adjournment
Commissioner Grigorieff moved to adjourn the meeting and Commissioner Corning seconded it. The meeting was adjourned at 8:49pm.

APPROVED _____ 7/28/16
Claudio Lima, Chair — Date

ATTEST _____ 7/28/16
James N.P. Hendryx — Date
Economic & Development Services Director
City of Woodburn, Oregon

CITY OF WOODBURN
Economic and Development Services Department

MEMORANDUM

270 Montgomery Street Woodburn, Oregon 97071 (503) 982-5246

Date: August 3, 2016

To: Jim Hendryx, Economic and Development Services Director

From: Building Division

Subject: **Building Activity for July 2016**

	2014		2015		2016	
	No.	**Dollar Amount**	**No.**	**Dollar Amount**	**No.**	**Dollar Amount**
Single-Family Residential	3	$632,631	4	$1,330,419	0	$0
Multi-Family Residential	0	$0	0	$0	5	$109,053
Assisted Living Facilities	0	$0	0	$0	0	$0
Residential Adds & Alts	4	$392,203	5	$54,221	3	$118,855
Industrial	2	$204,500	1	$20,000	1	$10,000
Commercial	8	$504,293	11	$301,038	7	$641,829
Signs and Fences	0	$0	0	$0	0	$0
Manufactured Homes	0	$0	0	$0	0	$0
TOTALS	17	$1,733,627	21	$1,705,678		$879,737
Fiscal Year to Date (July 1 – June 30)		**$1,733,627**		**$1,705,678**		**$879,737**

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Agenda Item

August 8, 2016

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Hendryx, Director of Economic and Development Services

SUBJECT: **1385 Cooley Road (ANX 2016-02) Alexsey Bodunov**

RECOMMENDATION:

Adopt a Resolution, setting the date for a public hearing on the proposed annexation as required by ORS 222.120.

BACKGROUND:

The applicant requests annexation of a 2.7 acre parcel fronting Cooley Road, approximately 1,200 feet south of Highway 211 and 225 ft north of Audrey Way. The property is designated Low Density Residential on the Comprehensive Plan Map. The subject property is zoned Urban Transition 20 by Marion County. The site includes a single family dwelling and a manufactured dwelling used for medical hardship by a relative. Abutting properties within the City are zoned Residential Single-Family (RS) and are designated Low Density Residential on the Comprehensive Plan Map.

The Planning Commission is scheduled to conduct a public hearing on August 25, 2016. The purpose of this agenda item is to set the City Council hearing date (September 12, 2016) for consideration of this matter as required by ORS 222.120.

DISCUSSION:

None.

FINANCIAL IMPACT:

This decision is anticipated to have no public sector financial impact. The property can be served by the extension of existing public utilities and improvements to Cooley Road will be made by the property owner upon subdividing or partitioning. System Development Charges, used to cover

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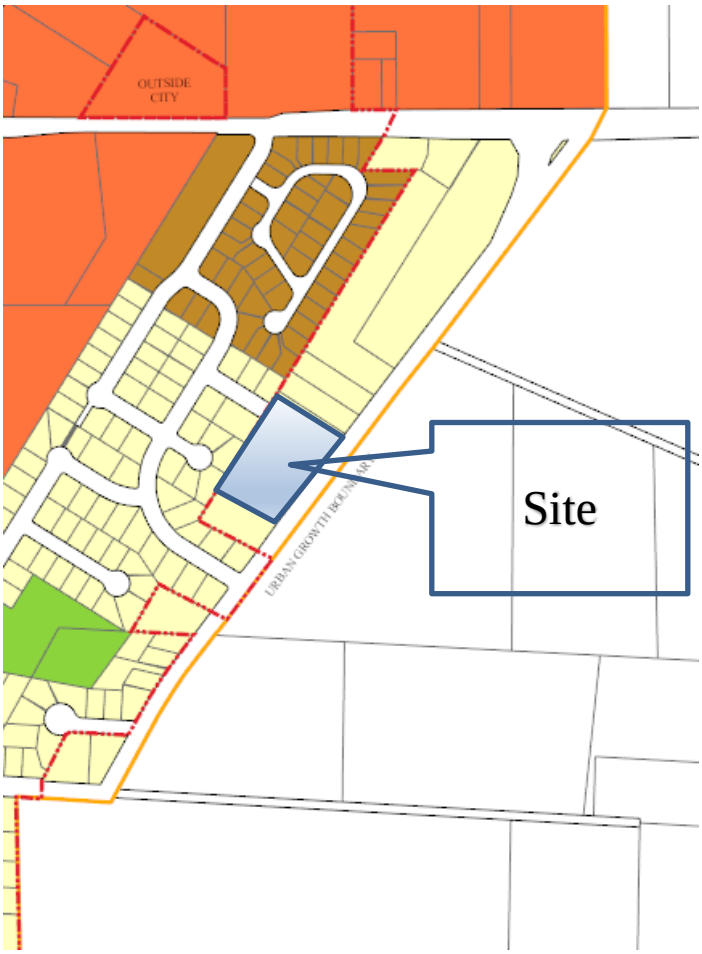
improvements to public water, sewer, storm drain, and park systems, will be assessed when building permits are issued.



Comprehensive Plan Map showing the subject property

COUNCIL BILL NO. 3011

RESOLUTION NO. 2083

A RESOLUTION CALLING FOR A PUBLIC HEARING ON THE ANNEXATION OF CERTAIN PROPERTY LOCATED AT 1385 COOLEY ROAD, TAX LOT 051W08DA04400 (ANX 16-02) - ALEXSEY BODUNOV

WHEREAS, Alexsey & Juliana Bodunov, property owners, requested that the subject property be annexed to the City of Woodburn; and

WHEREAS, it is in the public interest to also annex the abutting portion of Cooley Road; and

WHEREAS, the Woodburn Planning Commission is scheduled on August 25, 2016 to conduct a public hearing to consider the matter; and

WHEREAS, the Woodburn Planning Commission intends to forward the case to the Council; **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Pursuant to ORS 222.120, 7:00 p.m. on September 12, 2016 is declared to be the time set for public hearing before the Woodburn City Council on whether the City of Woodburn shall annex the property described in Exhibits "A" and "B" attached hereto.

Section 2. Pursuant to ORS 222.120, no election is required on this issue.

Section 3. Notice of said hearing shall be published once each week for two successive weeks prior to the day of hearing in a newspaper of general circulation in the City, and notices of that hearing shall be posted in four public places in the City for a like period.

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

EXHIBIT A

Boundary Change Preliminary Review

DOR 24-P217-2016

OREGON DEPARTMENT OF REVENUE

Cadastral Information Systems Unit
PO Box 14380
Salem, OR 97309-5075
fax 503-945-8737
boundary.changes@oregon.gov

City of Woodburn
Economic and Development Services
270 Montgomery St.
Woodburn OR 97071

July 6, 2016

Documents received: 6/1/2016, 6/17/2016, 6/23/2016, 7/6/2016
From: Jim Hendryx

This letter is to inform you that the map and description for your planned --Annex to City of Woodburn (Bodunor) ((ANX 2016-02)(Cooley Road project)) in Marion County have been reviewed per your request. They MEET the requirements of ORS 308.225 for use with an Order, Ordinance, or Resolution which must be submitted to the Marion County Assessor and the Department of Revenue in final approved form before March 31 of the year in which the change will become effective.

Review Comments for the Revised Documents Rec'd 6-23-2016:
The following edits should be made to the Final documents submitted to DOR.

--FIX arrow from "Area to be Annexed" to point into the Bodunor parcel on the map so that it is clear that the parcel is being annexed and not just the road.

-- Add Planning File no. to Map title information at the top of the map.

Preliminary Review

If you have any questions please contact Elise Bruch, 503-302-8353

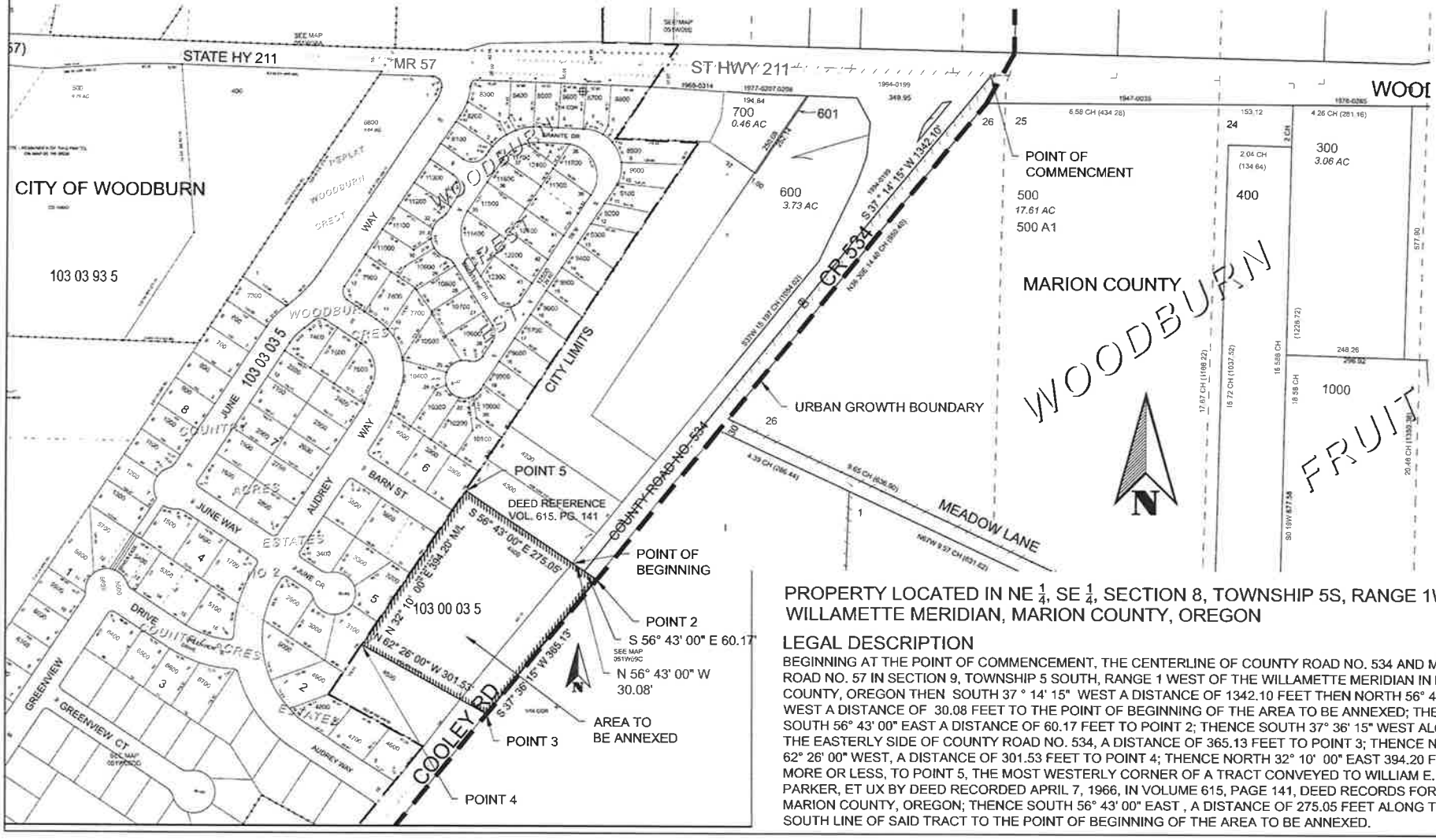
EXHIBIT B

PROPERTY DESCRIPTION

1385 COOLEY ROAD
WOODBURN, OR 97071
SIZE: 2.17 ACRES TAXLOT 4400, 0.51 ACRES COOLEY ROAD R.O.W., TOTAL 2.68 ACRES
TAXLOT NUMBER: 051W08DA04400

DOR 24-P217-2016

City of Woodburn Planning Number: ANX 2016-02 1385 Cooley Road (Alexsey Bodunor)



PROPERTY LOCATED IN NE $\frac{1}{4}$, SE $\frac{1}{4}$, SECTION 8, TOWNSHIP 5S, RANGE 1W, WILLAMETTE MERIDIAN, MARION COUNTY, OREGON

LEGAL DESCRIPTION

BEGINNING AT THE POINT OF COMMENCEMENT, THE CENTERLINE OF COUNTY ROAD NO. 534 AND MARKET ROAD NO. 57 IN SECTION 9, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN IN MARION COUNTY, OREGON THEN SOUTH 37 ° 14' 15" WEST A DISTANCE OF 1342.10 FEET THEN NORTH 56° 43' 00" WEST A DISTANCE OF 30.08 FEET TO THE POINT OF BEGINNING OF THE AREA TO BE ANNEXED; THENCE SOUTH 56° 43' 00" EAST A DISTANCE OF 60.17 FEET TO POINT 2; THENCE SOUTH 37° 36' 15" WEST ALONG THE EASTERLY SIDE OF COUNTY ROAD NO. 534, A DISTANCE OF 365.13 FEET TO POINT 3; THENCE NORTH 62° 26' 00" WEST, A DISTANCE OF 301.53 FEET TO POINT 4; THENCE NORTH 32° 10' 00" EAST 394.20 FEET , MORE OR LESS, TO POINT 5, THE MOST WESTERLY CORNER OF A TRACT CONVEYED TO WILLIAM E. PARKER, ET UX BY DEED RECORDED APRIL 7, 1966, IN VOLUME 615, PAGE 141, DEED RECORDS FOR MARION COUNTY, OREGON; THENCE SOUTH 56° 43' 00" EAST , A DISTANCE OF 275.05 FEET ALONG THE SOUTH LINE OF SAID TRACT TO THE POINT OF BEGINNING OF THE AREA TO BE ANNEXED.

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Agenda Item

August 8, 2016

TO: Mayor and City Council

FROM: Scott Derickson, City Administrator
N. Robert Shields, City Attorney

RE: Ordinance Review and Revision Project
- Involved Departments:
  Jim Hendryx, Economic & Development Services Director
  James C. Ferraris, Chief of Police
  Randy Scott, Public Works Director
  Heather Pierson, City Recorder

SUBJECT: **Discussion of Proposed Amendments to Traffic Ordinance**

RECOMMENDATION:

Consider and discuss modifications to the existing Traffic Ordinance.

BACKGROUND:

Review of the existing Traffic Ordinance (Ordinance 2285) marks the resumption of the Ordinance Review and Revision Project, which has been designated a City Council Goal. As you recall, we previously made significant progress on this Project but were interrupted by a temporary reduction in legal staff. Now that the City Attorney's Office is again at full strength, our intent is to present to the City Council a series of proposed amendments of different ordinances to consider. Before being presented for City Council discussion, each ordinance will be carefully reviewed and discussed by all affected City departments, assigned a relative priority by the City Administrator and then modified, as needed by the City Attorney's Office.

In the specific case of the Traffic Ordinance before you tonight, a private property dispute brought City's staff's attention to the need for an ordinance amendment to resolve an enforcement ambiguity regarding fire lane "no parking" designations on private property. Currently, under Oregon law (ORS 811.550-555) and Ordinance 2285, Woodburn Police likely do not have the authority to enter onto private roads to issue citations or move and/or prevent

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drivers from parking in designated fire lanes. This is an important issue that affects a number of current and future subdivisions whose fire lane designations on private roads could not be enforced. In order to remedy this deficiency, the City Attorney's Office drafted a proposed ordinance amendment. This revision will provide Woodburn police officers with the same authority they currently have for enforcing "no parking" in fire lanes on public streets to private streets.

Because the proposed fire lane enforcement amendment would be a revision to the existing Traffic Ordinance, the City Attorney's Office suggested that this entire ordinance (which is used extensively by the Police Department, Planning and Public Works) be reviewed and revised.

DISCUSSION:

After an extensive review and discussion of the existing Traffic Ordinance, staff respectfully requests the City Council to consider the following proposed modifications:

1. **Prohibiting the storage of recreational vehicles/motor homes on highways, streets, or other public property.**

Under the current Traffic Ordinance, Woodburn enforcement officers must treat the parking and storage of RVs in nearly the same manner as they do automobiles. Specifically the 72 hr. parking rule—"failure to remove a vehicle . . . for a period of 72 hours shall constitute prima facie evidence of storage . . ."—applies to both types of vehicles.

Some community concerns have been raised about whether treating automobile and RV-storage issues in the same manner is appropriate and this is ultimately a policy issue for the City Council. Some residents believe that RV-storage issues in their neighborhoods have an adverse impact on local safety and neighborhood aesthetics.

It is not recommended that a total prohibition of RV parking on city streets be implemented, but that further limitations to overnight parking might resolve many of the concerns that have been raised. Staff's proposed modifications are based on an existing Lake Oswego Ordinance that limits where an individual may park an RV and the number of days that an individual may park an RV on the street for periods that extend overnight (e.g. within 100-feet of the owner's residence and no more than 1-day in any 7-day consecutive period). A Recreational Vehicle Ordinance Comparison Chart (attached) details what is permitted under

the current Traffic Ordinance compared to what will be permitted if the ordinance is amended as proposed.

2. **Prohibiting the parking of motor vehicles in designated fire lanes, whether established on public or private property.**

As it currently stands, ORS 811.550 does give local law enforcement and code enforcement officers the authority to cite and tow vehicles parked in designated fire lanes on highways, streets, and other public right-of-ways. This statutory law, however, is limited in how it addresses enforcement of fire lanes that are designated on private roads.

Currently, the City has recognized that a number of planned subdivisions in Woodburn include private roads that have required "fire lane" designations, but are otherwise outside the scope of enforcement provided by ORS 811.550. When the Planning Department conducts final approval for a subdivision that requires designated fire lanes, it ensures that proper signage or curb markings are in place, however, the authority for enforcement officers to act on private land and cite or tow vehicles that park in these designated fire lanes has been unclear. This ambiguity does create some concern, particularly when we focus on the ability of a fire truck or emergency vehicle being able to fully access these roads in cases of an emergency.

In addressing this concern, it was important to staff that the Traffic Ordinance section on prohibited parking clearly designate that vehicles are not only prohibited from parking in designated fire lanes established on public roads, but that parking on private property will be treated in a similar manner. Additionally, under the authority to enforce this provision, the ordinance extends authority for enforcement officers to act on private roads, so long as entry is gained in accordance with the law.

Finally, it should be noted that before amending this ordinance, per the requirements of ORS 368.039(3), the city consulted "with the municipal fire department . . . concerning the proposed specifications and standards [and considered] the needs of the fire department [in] adopting the final specifications and standards." Staff consulted with the Woodburn Fire District in order to meet this statutory requirement and they agree with the proposed amendment.

3. **Prohibiting the parking of trucks or truck trailers on certain highways, streets, or other public property.**

In conducting an overall review of the Traffic Ordinance, staff also found that certain minor changes should be made to the provisions regulating truck and truck trailer parking restrictions.

First, it was noted that the definition for "truck" under Section 2 of the existing Ordinance could be better defined and reinforced with references to the ORS statutory definition for "motor truck."

Secondly, additional location terms could be added under Section 16(1)'s parking restriction to better align the Ordinance with Oregon Fire Code standards.

FINANCIAL IMPACT:

None.

ORDINANCE 2285

AN ORDINANCE REGULATING MOTOR VEHICLE, BICYCLE AND PEDESTRIAN TRAFFIC WITHIN THE CITY OF WOODBURN; REPEALING ORDINANCES 1904, 2078 AND 2191; AND DECLARING AN EMERGENCY.

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. **Short Title.** This ordinance may be cited as the "City of Woodburn Traffic Ordinance."

Section 2. **Definitions.**

(1) The definitions contained in the Oregon Vehicle Code, ORS Chapter 801, as constituted on the date this ordinance takes effect, are hereby incorporated by reference.

(2) As used in this Ordinance, the following words and phrases mean:

(a) **Bus stop**. A space on the edge of a roadway designated by sign for use by buses loading or unloading passengers.

(b) **Chief of Police.** The Chief of Police of the City of Woodburn or designee.

(c) **City**. The City of Woodburn.

(b) **City Administrator.** The City Administrator of the City of Woodburn or designee.

(d) **Council.** The City Council of the City of Woodburn.

(e) **Emergency**. A situation where an unforeseen combination of circumstances calls for immediate action in order to avoid damage to a vehicle or where a vehicle was rendered inoperable but does not include a situation where the vehicle is left standing in excess of 24 hours.

(f) **Holiday**. New Year's Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and any other day proclaimed by the Council to be a holiday.

(g) **Loading zone**. A space on the edge of a roadway designated by sign for the purpose of loading or unloading passengers or materials during specified hours of specified days.

DRAFT

(h) **Parade.** Any march, demonstration, procession or motorcade consisting of persons, animals, or vehicles or a combination thereof upon the streets, parks or other public grounds within the City with an intent of attracting public attention that interferes with the normal flow or regulation of traffic upon the streets, parks or other public grounds.

(i) **Person**. A natural person, firm, partnership, association, or corporation, company or organization of any kind.

(j) **Street**. Any place or way set aside or open to the general public for purposes of vehicular traffic.

(k) **Traffic lane**. That area of the highway used for or designated for the movement of a single line of traffic.

(l) **Truck**. A "motor truck" vehicle as defined by ORS 801.355 that is ~~vehicle~~ designed and used primarily for drawing other vehicles, such as truck trailers, or for carrying loads other than passengers, and subject to state licensing for ten thousand (10,000) pounds or more gross vehicle weight.

(m) **Truck Trailer**. Any trailer designed and used primarily for carrying loads other than passengers whether designed as a balance trailer, pole trailer, semitrailer or self-supporting trailer.

Administration

Section 3. Powers of the Council. Subject to state law, the Council constitutes the City road authority under ORS 810.010 and is empowered with all municipal traffic authority for the City except those powers specifically and expressly delegated herein or by another ordinance.

Section 4. Duties of the City Administrator. The City Administrator shall implement the ordinances, resolutions and motions of the Council. Installation of traffic control devices shall be based on the standards contained in the Oregon Manual on Uniform Traffic Control Devices for Streets and Highways.

Section 4A. Duties of Chief of Police. In addition to any other duties provided herein, the Council delegates to the Chief of Police the authority under ORS 810.030 to impose temporary street closures for a period not to exceed 14 days. Temporary street closures may be made because of traffic accidents or hazards, construction activity, natural disasters, special events, or any other reason where temporary closure is necessary to protect the interest and safety of the general public. (Section 4A added by Ordinance 2323 adopted July 17, 2002.)

Section 5. Public Danger. Under conditions constituting a danger to the public, the City Administrator may install temporary traffic control devices which are determined to be necessary.

Section 6. **Standards**. The regulations of the Mayor and City Council or its designate shall be based upon:

(1) Traffic engineering principles and traffic investigations.

(2) Standards, limitations and rules promulgated by the Oregon Transportation Commission.

(3) Other recognized traffic control standards.

Section 7. **Authority to Enforce Ordinance**. Police officers as defined by ORS 801.395 and all other City employees designated by the City Administrator have the authority to enforce the provisions of this Ordinance to all City of Woodburn owned or operated property, highways as defined by ORS 801.305, and all private streets within the City limits specifically noted by this Ordinance.

Section 7A. Right of Entry. When necessary to investigate a suspected violation of this Ordinance, the enforcement officer may enter on any site open to the public for the purpose of investigation, provided entry is done in accordance with law. Absent a search warrant, no site that is closed to the public shall be entered without the consent of the owner or occupant. If entry is refused, the enforcement officer shall have recourse to the remedies provided by law to secure entry.

Section 8. **Alteration of Traffic Control Devices Prohibited.** No unauthorized person shall install, move, remove, alter the position of, or deface or tamper with a traffic control device.

Section 9. **Presumption that Traffic Control Device was Lawfully Authorized and Installed.** A traffic control device is presumed to be lawfully authorized and installed unless the contrary is established by competent evidence.

General Regulations

Section 10. **Crossing Private Property**. No operator of a vehicle shall proceed from one street to an intersecting street by crossing private property. This provision shall not apply to the operator of a vehicle who stops on the property for the purpose of procuring or providing goods or services.

Section 11. **Unlawful Riding**.

(1) No operator shall permit a passenger and no passenger shall ride on a vehicle upon a street except on a portion of the vehicle designed or intended for the use of passengers. This provision shall not apply to an employee engaged in the necessary discharge of a duty, or to a person riding within a truck body in space intended for merchandise.

(2) No person shall board or alight from a vehicle while the vehicle is in motion upon a street.

Section 12. **Prohibited Devices**. No person shall use the streets for traveling on skis, toboggans, sleds, skates, skateboards roller blades or other similar devices.

Section 13. **Removing Glass and Debris**. A party to a vehicle accident or a person causing broken glass or other debris to be deposited upon a street shall remove the glass and other debris from the street.

Section 14. **Obstructing Streets.** No unauthorized person shall obstruct the free movement of motor vehicles or pedestrians using the streets.

Section 15. **Storage of Vehicles on Streets**. No person shall store or permit to be stored on a street or other public property, without permission of the City, a vehicle or personal property. Failure to remove a vehicle or other personal property for a period of 72 hours shall constitute prima facie evidence of storage of a vehicle.

Section 16. **Storage and Parking Trucks, Trailers, Boats, Campers, ~~Car Units~~ and Other Vehicles.**

(1) No person shall park a truck, or truck trailer upon any street, alley, avenue or public way in any residential area of the City adjacent to any residence, apartment, hotel, care facility, church, school, hospital, multiple dwelling, park or playground in any area of the City. The provisions of this section shall not be deemed to prohibit the lawful parking of such equipment upon any street, avenue or public way in the City for the actual loading or unloading of goods or to make repairs necessitated by an emergency.

(2) No person shall park a bus ~~or vacation house trailer,~~ motor home, recreational vehicle, travel trailer, camper, boat and/or boat trailer, whether attended or unattended, ~~, motor home, tent trailer, utility trailer, or any motorized or unmotorized vehicle~~ on any highway, street or other public property ~~on any avenue or public way~~ within the City ~~for longer than 72 hours.~~ for a period greater than thirty minutes, between the hours of twelve a.m. and six a.m. without permission of the City Administrator or his designee, except that a bus, motor home, recreational vehicle, travel trailer, camper, boat and/or boat trailer may be parked on a highway or street between the above hours for 1-day in any 7-day consecutive period, provided it is parked within 100 feet of the owner's residence.

A bus, motor home, recreational vehicle, travel trailer, camper, boat and/or boat trailer may be parked on a public street longer than 1-day if:

(a) It is owned by the resident or guest of the resident of the property in front of which it is parked;

(b) It is parked on the public street no longer than 10-days in any calendar year. Failure to move a motor vehicle for 10-days constitutes prima facie evidence of violation of this section; and

(c) It is parked in a manner which does not interfere with traffic or create a hazard by obstructing the view of drivers

Section 17. Calculation of Time of Storage. Failure to move a vehicle regulated by Section 15 and 16 of this Ordinance after expiration of any of the time periods set forth constitutes prima facie evidence of violation of that Section. For purposes of Section 15 of this Ordinance, "move" is defined as ~~When calculating hours under Sections 15 and 16 of this Ordinance, the continuity of time shall not be deemed broken by the movement of the motor vehicle or personal property elsewhere on the block unless the movement~~ removing~~es~~ the motor vehicle or personal property from the block where it is located before it is returned. For the purposes of Section 16 of this Ordinance, "move" means transporting the bus, motor home, recreational vehicle, travel trailer, camper, boat and/or boat trailer off the City's highways, streets, and other public property.

Parking Regulations

Section 18. Method of Parking.

(1) Where parking space markings are placed on a street, no person shall stand or park a vehicle other than in the indicated direction, and unless the size or shape of the motor vehicle makes compliance impossible, within a single marked space.

(2) The operator who first begins maneuvering a motor vehicle into a vacant parking space on a street shall have priority to park in the space, and no other motor vehicle operator shall attempt to interfere.

(3) Whenever the operator of a vehicle discovers the vehicle is parked close to a building to which the fire department has been summoned, the operator shall immediately remove the vehicle from the area, unless otherwise directed by the police or fire officers.

Section 19. Prohibited Parking or Standing. In addition to the state motor vehicle laws prohibiting parking, no person shall park or stand:

(1) A vehicle in an alley other than for the expeditious loading or unloading of persons or materials, and in no case for a period in excess of 30 consecutive minutes.

(2) A motor vehicle upon a street for the principal purpose of:

(a) Displaying the vehicle for sale.

(b) Repairing or servicing the vehicle, except to make repairs necessitated by an emergency.

(c) Displaying advertising from the vehicle.

(d) Selling merchandise from the vehicle, except when authorized.

(3) A motor vehicle parked in such a manner that it damages or causes to be damaged any public improvement within the City including streets, alleys, or other public ways. The person who parked the vehicle shall be liable to the City for the damage caused thereby.

(4) A vehicle on a highway or street clearly designated as a fire apparatus access road or fire lane per Section 2 of the Oregon Fire Code. A curb painted red or otherwise marked as a "Fire Lane" designates a fire apparatus access road or fire lane and may be established on public or private property.

Section 20. Affirmative Defense of Emergency Repairs. Under Sections 15, 16 and 19 of this Ordinance, it shall be an affirmative defense that the prohibited parking was necessitated by an emergency and the defendant shall have the burden of proving the existence of the emergency by a preponderance of the evidence.

Section 21. Use of Loading Zone. No person shall stand or park a vehicle for any purpose or length of time, other than for the expeditious loading or unloading of persons or materials, in a place designated as a loading zone when the hours applicable to that loading zone are in effect. In no case, when the hours applicable to the loading zone are in effect, shall the stop for loading and unloading of materials exceed the time limits posted. If no time limits are posted, then the use of the loading zone shall not exceed 30 minutes.

Section 22. Unattended Vehicles. Whenever a police officer finds a motor vehicle parked unattended with the ignition key in the vehicle, the police officer is authorized to remove the key from the vehicle and deliver the key to the person in charge of the police station.

Section 23. Standing or Parking of Buses. The operator of a bus shall not stand or park the vehicle upon a street in a business district at a place other than a bus stop, except that this provision shall not prevent the operator from temporarily stopping the bus outside a traffic lane while loading or unloading passengers.

Section 24. Restricted Use of Bus Stops. No person shall stand or park a vehicle other than a bus in a bus stop, except that the operator of a passenger vehicle may temporarily stop for the purpose of, and while actually engaged in, loading or unloading passengers when stopping does not interfere with a bus waiting to enter or about to enter the restricted zone.

Section 25. Extension of Parking Time. Where maximum parking time limits are designated by sign, movement of a vehicle in a block shall not extend the time limits for parking.

Section 26. **Exemption**. The provisions of this ordinance regulating the parking or standing of vehicles shall not apply to a vehicle of the city, county or state or public utility while necessarily in use for construction or repair work on a street, or a vehicle operated by the United States while in use for the collection, transportation or delivery of mail.

Abandoned Vehicles

Section 27. **Authority Over Abandoned Vehicles within City.** City police officers and code enforcement personnel employed by the City and supervised by the Chief of Police shall have authority pursuant to ORS 819.140(1)(c) to take abandoned vehicles into custody and exercise powers over abandoned vehicles pursuant to state law.

Section 28. **Abandoned Vehicle Procedure.** All abandoned vehicles shall be processed under the provisions of state law.

Bicycles

Section 29. **Bicycle Operating Rules**. In addition to observing all other applicable provisions of this ordinance and state law pertaining to bicycles, a person shall:

(1) Not leave a bicycle, except in a bicycle rack. If no bike rack is provided, the person shall leave the bicycle so as not to obstruct any roadway, sidewalk, driveway or building entrance. A person shall not leave a bicycle in violation of the provisions relating to the parking of motor vehicles.

(2) Not ride a bicycle upon a sidewalk within the downtown core area bounded on the north by Harrison Street, on the west by Second Street, on the south by Cleveland Street, and on the east by Front Street.

Section 30. **Licensing**. The owner or lawful possessor of a bicycle may obtain a license in the following manner:

(1) The police department shall issue licenses and in so doing, shall obtain and record the name and address of each person purchasing a license and the make, model and serial number (if any) of the bicycle.

(2) A number shall be assigned to each bicycle so licensed, and a record of the license issued shall be maintained as part of the police records. A license plate assigned shall be affixed to the frame of the bicycle.

(3) A fee for a bicycle license shall be $1.00; all license fees collected shall be paid over to the general fund.

Section 31. **Impounding of Bicycles.**

(1) No person shall leave a bicycle on public or private property without the consent of the person in charge or the owner thereof.

(2) A bicycle left on public property for a period in excess of 24 hours may be impounded by the police department.

(3) In addition to any citation issued, a bicycle parked in violation of this ordinance may be immediately impounded by the police department.

(4) If a bicycle impounded under this ordinance is licensed, or other means of determining its ownership exist, the police shall make reasonable efforts to notify the owner.

(5) A bicycle impounded under this ordinance which remains unclaimed shall be disposed of in accordance with the city's procedures for disposal of abandoned or lost personal property.

Pedestrians

Section 32. Right Angles. A pedestrian shall cross a street at a right angle, unless crossing within a crosswalk.

Section 33. Use of Available Crosswalk. No pedestrian shall cross a street other than within a crosswalk in blocks with marked crosswalks or if within 150 feet of a marked crosswalk.

Section 34. Skates, Skateboards, and Roller blades. No person shall use skates, skateboards, roller blades or other similar devices upon a sidewalk within the downtown core area bounded on the north by Harrison Street, on the west by Second Street, on the south by Cleveland Street, and on the east by Front Street.

Funeral Processions

Section 35. Funeral Processions.

(1) A funeral procession shall proceed to the place of interment by the most direct route which is both legal and practical.

(2) The procession shall be accompanied by adequate escort vehicles for traffic control purposes.

(3) All motor vehicles in the procession shall be operated with their headlights turned on.

(4) No person shall unreasonably interfere with a funeral procession.

(5) No person shall operate a vehicle which is not a part of the procession between the vehicles of a funeral procession.

Parades

Section 36. Permit Required. No person shall engage in or conduct any parade unless a permit is issued by the Chief of Police.

Section 37. Parade Permit Application.

(1) Application for a parade permit shall be made, except for a funeral procession, to the Chief of Police at least seven days prior to the intended date of parade, unless the time is waived by the Chief of Police.

In considering whether to waive the minimum time within which an application for a permit must be made, the Chief of Police shall consider the following factors:

(a) Whether the size, route or nature of the proposed parade is such that additional law enforcement or other resources are required;

(b) Time needed to inform the public of the parade in order to minimize public inconvenience.

(2) Applications shall be signed by the applicant and include the following information:

(a) The name, address and telephone number of the persons responsible for the proposed parade.

(b) The name, address and telephone number of the headquarters of the organization for which the parade is to be conducted, if any, and the authorized and responsible heads of the organization.

(c) The requested date of the proposed parade.

(d) The desired route, including assembling point.

(e) A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be traveled.

(f) The location by street of any assembly areas for such parade.

(g) The number of persons, vehicles and animals which will be participating in the parade.

(h) The estimated number of spectators.

(i) A description of any recording equipment, sound amplification equipment, banners, signs, or other attention-getting devices to be used in connection with the parade.

(j) The intervals of space to be maintained between units of such parade.

(k) The proposed starting and ending times.

Section 38. **Standards for Issuance.**

(1) The Chief of Police shall issue a parade permit as provided for herein when, from a consideration of the application and from such other information as may otherwise be obtained, the Chief of Police finds that:

(a) The conduct of the parade will not substantially interrupt the safe and orderly movement of other pedestrian or vehicular traffic contiguous to its route or location;

(b) The conduct of the parade will not require the diversion of so great a number of City police officers to properly police the line of movement and the areas contiguous thereto as to prevent normal police protection of the City;

(c) The concentration of persons, animals, and vehicles at public assembly points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas contiguous to such public assembly areas;

(d) The conduct of the parade is not reasonably likely to cause injury to persons or property;

(e) The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays en route;

(f) Adequate sanitation and other required health facilities are or will be made available in or adjacent to any public assembly areas;

(g) There are sufficient parking places near the site of the parade to accommodate the number of vehicles reasonably expected;

(h) No parade permit application for the same time and location is already granted or has been received and will be granted.

Section 39. **Denial of Permit.** If the Chief of Police denies the permit based upon the standards for issuance specified in Section 38, written findings shall be issued specifying the reasons for the decision and a copy of the findings shall be furnished to the applicant.

Section 40. **Alternative Permit**.

(1) The Chief of Police, in denying an application for a parade permit, may authorize the conduct of the parade at a date, time, location, or route different from that named by the applicant. An applicant desiring to accept an alternate permit shall, within five (5) days after notice of the action of the Chief of Police, file a written notice of acceptance with the Chief of Police.

(2) An alternate parade permit shall conform to the requirements of, and shall have the effect of, a parade permit issued under this Ordinance.

Section 41. Notification of Decision.

(1) The Chief of Police shall notify the applicant of the decision within five days of receipt of the application.

(2) If the Chief of Police requires an alternate route or an alternate date or refuses to issue a permit, the applicant shall have the right to appeal this decision to the Council.

Section 42. Appeal to Council.

(1) The applicant may appeal the decision of the Chief of Police by filing a written request of the appeal with the City Recorder within five days after the Chief of Police has proposed alternatives or refused to issue a permit.

(2) The Council shall schedule a hearing date which shall not be later than the second regular session following the filing of the written appeal with the City Recorder and shall notify the applicant of the date and time that he may appear either in person or by a representative.

Section 43. Public Conduct During Parades.

(1) No person shall unreasonably hamper, obstruct or impede, or interfere with any parade or with any person, vehicle or animal participating or used in a parade.

(2) No driver of a vehicle shall drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade.

(3) The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street constituting a part of the route of a parade.

Section 44. Prohibited Conduct. The following prohibitions shall apply to all parades:

(1) It shall be unlawful for any person to stage, present, or conduct any parade without first having obtained a permit as herein provided;

(2) It shall be unlawful for any person to participate in a parade for which the person knows a permit has not been granted;

(3) It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly licensed parade to knowingly fail to comply with any condition of the parade permit;

Section 45. Permit Revocable. The City Administrator may revoke a parade permit if:

(1) An imminent threat of violence and personal injury to the parade participants exists, all reasonable efforts to protect the parade participants have failed, and a request to disband the parade made to the parade organizers has been refused;

(2) Actual violence that endangers public safety has been caused by parade participants and public safety cannot be protected without revocation of the permit; or

(3) There is significant deviation from the route designated in the application or approval, or assembly at points not shown in the application or approval, which occurs without approval of the Chief of Police.

Parking Citations and Owner Responsibility

Section 46. Citation on Illegally Parked Vehicle. Whenever a vehicle without an operator is found parked in violation of a restriction imposed by this ordinance or state law, the officer finding the vehicle shall take its license number and any other information displayed on the vehicle which may identify its owner, and shall conspicuously affix to the vehicle a traffic citation instructing the operator to answer to the charge and at the time and place specified in the citation.

Section 47. Owner Responsibility. The owner of a vehicle placed in violation of a parking restriction shall be responsible for the offense, except when the use of the vehicle was secured by the operator without the owner's consent.

Section 48. Registered Owner Presumption. In a prosecution of a vehicle owner charging a violation of a restriction on parking, proof that the vehicle at the time of the violation was registered to the defendant shall constitute a presumption that the defendant was then the owner in fact.

Impoundment and Penalties

Section 49. Authority to Impound Improperly Parked Vehicles. When any unattended vehicle is parked upon a street, alley or public way of the City in such a manner that it is unlawfully parked in any prohibited or restricted area or is unlawfully parked for a length of time prohibited by this Ordinance, such vehicle is declared by the Council to be a public nuisance and it shall be subject to abatement, removal and impounding in accordance with the procedures provided for abandoned vehicles pursuant to state law.

Section 50. **Civil Infraction Assessment.** Each violation of any provision of this Ordinance constitutes a class 4 civil infraction and shall be dealt with according to the procedures established by City ordinance.

General

Section 51. **Severability Clause**. If a portion of this ordinance is for any reason held to be invalid, such decision shall not affect validity of the remaining portions of this ordinance.

Section 52. **Repeal**. Ordinances 1904, 2078 and 2191 are hereby repealed.

Section 53. **Saving Clause.** The repeal of any ordinance by this Ordinance shall not preclude any action against any person who violated the ordinance prior to the effective date of this ordinance.

Section 54. **Emergency Clause**. This ordinance being necessary for the immediate preservation of the public peace, health and safety, an emergency is declared to exist and this ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

DRAFT

Recreational Vehicle Ordinance Comparison Chart

Circumstance	Current Ordinance 2285, Section 16(2)	Amended Ordinance
Daytime Parking	Allowed	Allowed
Nighttime Parking	Allowed	Only 30-minutes between the hours of twelve a.m. and six a.m. **unless a longer duration exception exists as outlined below.
Parking Duration/Storage Overnight	72 hr. rule	- 1 day / 7 days day Rule: Overnight parking allowed for 1-day in any 7-day consecutive period, provided the RV is parked within 100-feet of owner's residence. - 10 days / 1 yr. Rule: Overnight parking allowed beyond the 1/7-day rule, for a total of 10-days per year, if the RV owned by the resident or guest of the resident of the property in front of which it is parked.
Parking Location	No Restrictions	- No area restrictions for daytime RV parking. - Overnight RV parking locations would be restricted under the parking duration rules requiring that the RV is parked in close proximity to the owner's home.
Calculation of Time of Storage	Calculation of storage time on the street is the same for both motor vehicles and RVs; and for a vehicle to be considered "moved" under the 72 hr. rule, the owner merely needs to remove the vehicle from the block where it is located before it returns	- Calculation of storage time on the street for motor vehicles would remain unchanged. - Calculation of storage time on the street for RVs would be more stringent, and for a RV to be considered "moved," the owner would be required to transport the RV off the City's highways and streets before it returns.

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Agenda Item

August 8, 2016

TO: Honorable Mayor and City Council, Acting as the Local Contract Review Board, through City Administrator

FROM: Jason Alexander, Captain

THROUGH: James C. Ferraris, Chief of Police

SUBJECT: **Acceptance of Proposal for Lease of Marked Police Vehicles**

RECOMMENDATION:

Accept the proposal of Auto Additions, Inc. for police vehicle leasing services. The Woodburn Police Department will lease Ford Police Interceptor SUV police vehicles in the amount of $40,878.36 per vehicle for a three year lease period.

BACKGROUND:

Three (3) of the current marked patrol units have reached the end of their lease period and are due for replacement. The City sought marked police vehicle leasing services for a period of three (3) years with the possibility of extending for an additional three (3) years.

DISCUSSION:

On June 3, 2016, the Woodburn Police Department published a Request for Proposal (RFP) for Police Vehicle Leasing services and requested quotes for a minimum of three (3) Ford Police Interceptor SUV vehicles; the deadline for submission was June 30, 2016. Three (3) businesses submitted quotes, Auto Additions, Inc. of Salem, Oregon, Wire Works LLC of Salem, Oregon and Day Wireless of Milwaukie, Oregon.

The Selection Committee reviewed each bid and ranked each bid using the following four (4) categories:

1. Project Team and Firm Capabilities
2. Project Understanding and Approach
3. Cost

Agenda Item Review: City Administrator _____ City Attorney _____ Finance _____

4. Project Examples

The Woodburn Police Department has conducted business with each of the three (3) firms in the past. The received bids were similar in content and pricing. Each of the firms provided adequate documentation regarding their ability to fulfill the job requirements and provided sufficient project references. The financial obligation, for one vehicle, from each firm is as follows:

Wire Works	$39,794.40
Auto Additions	$40,878.36
Day Wireless	$41,717.82

It should be noted that Auto Additions did leave one (1) piece of equipment off of their original bid. A corrected quote was asked for, which they provided. Wire Works omitted two (2) pieces of equipment from their original bid. They were asked for a corrected bid and only quoted one (1) of the specified items. Therefore the quote from Wire Works is less that piece of equipment totaling $239.40.

Based upon the four (4) categories, the Selection Committee ranked the three (3) firms as follows:

1. Auto Additions
2. Wire Works
3. Day Wireless

Considering all these factors the award to Auto Additions would be in the best interest of the City of Woodburn and the taxpayers.

FINANCIAL IMPACT:

Funds are available from the current fiscal year Police Department budget to lease the units.

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Agenda Item

August 8, 2016

TO: Mayor and City Council through City Administrator

FROM: James C. Ferrais, Chief of Police

SUBJECT: **METCOM Lease Agreement**

RECOMMENDATION:

Authorize the City Administrator to execute, on behalf of the City, a Lease Agreement with METCOM.

BACKGROUND:

In 2013, the City Council, along with other member jurisdictions, entered into an intergovernmental agreement creating METCOM (**M**arion area multi-agency **E**mergency **T**ele-**Com**munications Center). METCOM is the successor entity to NORCOM (North Marion County Communications Center) and continues to provide 911 dispatch services to its member agencies (See attached list of jurisdictions).

When it was initially created, NORCOM entered into a Lease Agreement with the City for the use of City space to provide NORCOM dispatch services. NORCOM initially leased 1,200 square feet of space in the City Hall basement and then leased 1,750 square feet in the Woodburn Police Facility. Historically, this lease arrangement was renewed by the parties on several occasions and has continued until the present. However, after NORCOM was dissolved and METCOM was created, there has been no written Lease Agreement between the City and METCOM addressing this space arrangement.

DISCUSSION:

After becoming Police Chief and realizing that the Department had no current written lease in effect with METCOM, I thought it important that this space sharing arrangement again be formalized. While the Department is fortunate to have an excellent working relationship with METCOM, it is in the interest of both parties to again have a written agreement in force.

Agenda Item Review: City Administrator __x____ City Attorney ___x___ Finance __x___

Some key points in the new Lease Agreement are as follows:

- 2,860 square feet of office space is now leased.
- A portion of the communication tower and rooftop is also leased.
- Common areas, including the parking area, data room, bunk room, lunch room, restrooms and all other common areas will be made available.
- Initial lease term is from execution until June 30, 2019, with an option by METCOM to extend the agreement for three successive one-year terms.
- Standard lease terms regarding the use of the space encourage both parties to cooperate in a reasonable and businesslike manner.

FINANCIAL IMPACT:

The Lease Agreement specifies rent of $15,607 for the first year, $16,387 for the second year, and $17,206 for the third year. Total rent will be $49,200 for the entire term of the lease.

METCOM Jurisdictions

Hubbard Police Department

Mt. Angel Police Department

Silverton Police Department

Woodburn Police Department

Stayton Police Department

Aumsville Police Department

Turner Police Department

Aurora Fire District

Drakes Crossing Fire

Hubbard Fire District

Monitor Fire District

Mt. Angel Fire District

Silverton Fire District

St. Paul Fire District

Woodburn Fire District

Jefferson Fire District

Turner Fire District

Aumsville Fire District

Sublimity Fire District

Stayton Fire District

Lyons Fire District

Mill City Fire District

Gates Fire District

Detroit Idanha Fire District

Woodburn Ambulance

Santiam Ambulance

US Forest Service LEO – Suislaw and Willamette National Forests

Marion County Public Works – after hours

US Bureau of Land Management – after hours

LEASE AGREEMENT

This Lease Agreement ("Agreement") is made as of the last date of signatures indicated below ("Effective Date"), between the City of Woodburn, an Oregon municipal corporation ("Landlord"), and METCOM, an intergovernmental agency recognized under Oregon Revised Statute Chapter 190 ("Tenant").

In consideration of the mutual promises contained herein and subject to the terms and conditions hereof, the parties agree as follows:

1. Premises. Landlord leases to Tenant, and Tenant hereby leases from Landlord, portions of the real property located at the Woodburn Police Department, 1060 Mt. Hood Avenue, Woodburn, Marion County, Oregon 97071 (the "Premises"), more specifically described as follows:

    1.1. Office Space. Office space consisting of approximately 2,860 sq. ft., more particularly set out in the attached Exhibit A;

    1.2. Communication Tower and Rooftop Space. A portion of the Woodburn Police Department's Communication Tower (set out in Exhibit B) and a portion of the building facility's rooftop for the placement of Antenna equipment per Section 4.5.;

    1.3. Common Areas. During the term of this Agreement, the Office Space and the portion of the Communication Tower and Rooftop set out above are designated for sole use by the Tenant. Tenant shall also have the non-exclusive right, in common with Landlord, employees and invitees, to use the following shared facilities or common areas of the property per the following conditions:

        1.3.1. Parking Areas. Tenant and Tenant's employees may utilize both front and rear parking facilities on the property—with the rear parking facility being generally preferred—, so long as use reasonably relates to Tenant's occupation of the Premises and does not interfere with the day-to-day operations of the Woodburn Police Department or inhibit community members from parking at, or accessing the Woodburn Police Department.

        1.3.2. Data Room. Tenant may store and maintain computer, server, radio, and phone system equipment in the "data room" facility, where such equipment relates to Tenant's Permissible Use of the Premises.

        1.3.3. Bunk Room. Tenant and Tenant's employees may use the Bunk Room facility on a first-come, first-served basis. The Bunk Room is single occupancy only. Additionally, it is the general responsibility of all users to clean-up after using the Bunk Room, including laundering all sheets and linens used.

1.3.4. Conference Room; Emergency Operations Center ("EOC"); and Community Room. Tenant may request to use the Conference Room, EOC, and Community Room facilities by utilizing the Room Reservation function in Microsoft Outlook's calendar system or by directly contacting the Chief of Police or a designee acting on behalf of the Landlord. Requests for this use will largely be honored unless a conflict arises where Landlord requires use of the same space at the same time. In such circumstances, Landlord agrees to work with Tenant to find a suitable alternative, such as relocating or rescheduling Tenant's meeting.

1.3.5. Other. Tenant and Tenant's employees may also utilize the building's restrooms, lunch and break room areas, hallways, ingresses/egresses, landscaped areas, courtyards, and walkways.

2. Term.

2.1. Initial Term. The Initial Term of this Agreement commences upon the Effective Date and runs until June 30, 2019.

2.2. Option to Extend. Tenant shall have the option to extend this Agreement for up to three (3) successive 1-year terms. If Tenant elects to exercise this option, then Tenant must provide Landlord with written notice no later than ninety (90) days prior to expiration of the lease term. If Tenant fails to provide such notice, Tenant shall have no further or additional right to extend the term of this Agreement

Any extension will be governed by the same terms and conditions of this Agreement, except for the provisions regarding rent. Landlord shall have thirty (30) days after its receipt of Tenant's notice of extension to advise Tenant of any increase to the Rental Amount that will apply to the extended period. In the event Tenant agrees to a said increase, the Agreement will be extended for another 1-year term. In the event Tenant does not agree, this Agreement will terminate. This section will not limit the ability of either party to terminate this Agreement pursuant to Section 22.

3. Rent.

3.1. Rental Amount. Tenant shall pay Landlord all rents in advance, on or before the first day of each calendar month. Tenant may also coordinate with Landlord to pay rent in advance on a quarterly basis per its current practice. The Rental Amount owed will be calculated based on the following schedule:

	Rental Period	**Annual Rent Amount**	**Monthly Rent Payment**
Year 1:	July 1, 2016 – June 30, 2017	$15,607	$1,300.58
Year 2:	July 1, 2017 – June 30, 2018	$16,387	$1,365.58
Year 3:	July 1, 2018 – June 30, 2019	$17,206	$1,433.83

3.2. Credited Rent. Where Tenant has, at present, made payment to Landlord covering part of the Rental Amount for "Year 1," that rent will be credited to the Annual Rent Amount owed and future billing will reflect that certain payment has already been received by Landlord.

3.3. Rental Payments. Tenant shall make all rental payments payable to The City of Woodburn at the following address: City of Woodburn, Attn: Woodburn Finance Director, 270 Montgomery Street, Woodburn, Oregon 97071.

4. Use of Premises.

4.1. Permissible Uses. Tenant shall use the Premises for the operation of a 9-1-1 emergency/dispatch center and for no other purpose without first obtaining the written consent of Landlord. Tenant shall not use or allow the Premises to be used for any unlawful, disreputable, or hazardous purpose, and shall observe and comply with all laws, rules, and regulations of any municipal, county, state, federal, or other public authority respecting the use of the Premises.

4.2. Common Areas. Tenant shall have use of common areas within the Premises, as set forth in Section 1.3. Landlord, through the Chief of Police, has exclusive control and management over common areas and may, in its discretion, from time to time, (i) make changes to, or modify the designation of what are common areas; or (ii) temporarily close any of the common areas, so long as Tenant's access to the Premises remains available.

4.3. Pets/Animals. It is a general management policy of the Landlord that pets are not allowed on the Premises, with the exception of bona fide service animals and other animals specifically approved by the Chief of Police, acting on behalf of the Landlord.

4.4. Hazardous Materials. Neither Tenant, nor any of Tenant's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises or the Woodburn Police Department any flammables, explosives, radioactive materials, hazardous wastes or materials, toxic wastes or materials, or other similar substances, petroleum products or derivatives or any substance (collectively "Hazardous Materials") subject to regulation by or under any federal, state and local laws and ordinances relating to the protection of the environment or the keeping, use or disposition of environmentally hazardous materials, presently in effect or hereafter adopted, and all rules and regulations issued pursuant to any of such laws or ordinances (collectively "Environmental Laws"). Tenant shall protect, defend, indemnify and hold Landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of any actual or asserted failure of Tenant to fully comply with all applicable Environmental Laws, or the presence, handling, use or disposition in or

from the Premises of any Hazardous Materials, or by reason of any actual or asserted failure of Tenant to keep, observe, or perform any provision of this paragraph.

4.5. Antenna. Tenant shall have the right to erect and maintain, at its own expense, a radio transmitting apparatus ("Antenna") on the Premises including the necessary cabling, transmitter, mast, bracing and other components related to radio transmission in accordance with the Premises diagram attached as Exhibit B. Tenant's placement plans and specifications shall be subject to approval by the Chief of Police, acting on behalf of the Landlord. Tenant warrants that the construction and maintenance of the Antenna shall be at all times in compliance with applicable municipal, county, state, and federal laws, rules, and regulations. Tenant shall also, at its own expense, keep and maintain the Antenna in commercially reasonable condition and repair during the term of this Agreement.

4.6. Licenses. Tenant shall obtain, at their own expense, all permits and licenses required to operate an Antenna from all applicable government and/or regulatory entities.

4.7. Interference. Tenant shall not use the Premises in any way that interferes with the existing use of the Premises, and specifically the communication tower, by the Landlord. If it is determined that there is identifiable interference between Tenant's electronic equipment and the electronic equipment already in use on the communication tower, Tenant shall be solely responsible for the timely resolution of all interference concerns that are directly attributable to Tenant's use.

5. Quiet Enjoyment. Landlord agrees that Tenant shall lawfully, peacefully, and quietly hold, occupy, and enjoy the leased Premises during the term of the lease without objection or molestation, except as provided by this Agreement.

6. Condition of the Premises. Tenant accepts the Premises and all aspects the Premises in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Landlord or any agent or representative of Landlord, expressed or implied, except for such warranties specifically set forth in this Agreement. Tenant agrees that Tenant has ascertained the condition of the Premises and its suitability for Tenant's purposes.

7. Maintenance, Repair, and Improvements by Tenant.

7.1. Maintenance and Repair. Tenant shall, at Tenant's expense, maintain and keep the Premises in good order, including all interior and exterior doors, replace all cracked or broken glass windows and doors of the Premises; repair all holes in the interior surface of the walls and floor of the Premises caused by Tenant's act or omission; and repair any damage to portions of the building's exterior caused by Tenant's act or omission.

7.2. Alterations. Tenant shall make no alteration, additions, or improvements to the Premises without obtaining the prior written approval of the Chief of Police, acting on behalf of the Landlord. Landlord shall not unreasonably withhold such approval.

7.3. Improvements. All building repairs, alterations, additions, improvements, and fixtures (except such business trade fixtures belonging to Tenant as can be removed without damage to the Premises or building) shall belong to Landlord and remain on and be surrendered with the Premises as part of the Premises at the expiration of the lease or any extension of it.

7.4. Signs. Tenant may place and maintain interior signs on the Premises. Any sign(s) must be of professional quality and be of reasonable size for their proposed location. The design of any new sign shall be submitted to the Chief of Police, acting on behalf of the Landlord, prior to the placement and installation for Landlord's approval and such approval shall not be unreasonably withheld or delayed.

7.5. Backup Generator. Where Tenant is required by law to maintain a backup generator in cases of power-outage or other disaster, Tenant agrees to assist Landlord with upkeep and maintenance to the Woodburn Police Department generator. Any maintenance or repair cost for the generator incurred by Landlord will be assessed to Tenant on the basis of Tenant's proportionate share, calculated as: Tenant's stipulated square footage of the Premises (2,860 rentable square feet) as the numerator and the total square footage of the building as the denominator.

8. Maintenance and Repair by Landlord.

8.1. Maintenance and Repair. Landlord shall maintain the exterior walls, roof, and foundation of the building in which Premises are located and the paved parking areas, and paved street access. Landlord shall also maintain in good order and repair the heating, interior wiring, and exterior and interior plumbing and drain pipes to sewers and septic tanks.

8.2. Janitorial Services. Landlord shall furnish and pay for janitorial services and all janitorial supplies required to maintain the Premises in a neat, clean, and sanitary condition for the operation of Tenant's business.

8.3. Access. Tenant shall permit Landlord to use and maintain pipes, ducts, and conduits in and through the Premises, and to erect the same, provided that Tenant's usable space is not unreasonably diminished and Tenant's use and enjoyment of the Premises is not unreasonably interfered with and that Landlord shall repair and refinish the affected areas after each such use by Landlord causing any damage thereto.

8.4. Right of Entry and Inspection. Landlord and Landlord's representatives and agents shall have the right to enter the Premises at any time and without notice in case of an emergency, and otherwise at reasonable times and with reasonable advance notice to Tenant to examine the Premises and to make alterations, improvements, repairs, or additions as are required, provided Tenant's use and enjoyment of the Premises is not unreasonably interfered with and that Landlord shall repair and refinish the affected areas. Landlord shall provide reasonable written notice of any need to conduct repairs or other work beyond normal maintenance and routine repairs. However, in the event that Tenant's business is unreasonably interfered with, Tenant may, at its option, seek to recover through reduction, offset, deduction, or abatement of the pro rata portion of monthly rent paid for the period directly associated with the period that Tenant is unable to conduct its normal business operations.

9. Utilities. Landlord shall furnish and pay for all electricity, water, sewer, garbage, and other utility services used in the above described Premises. Landlord shall also make available internet, email, and telephone services for the Premises, however, Tenant must pay its actual share of each of these utilities based upon its assessed usage by Landlord. Landlord shall invoice Tenant separately for this utility usage base upon good faith calculations, which will be available for Tenant review.

10. Damages. Tenant shall be responsible for the direct costs of all damages to the facilities/properties associated with Tenant's programs and activities, not including normal wear and tear.

11. Liens. Tenant shall not allow any lien of any kind, type or description to be placed or imposed upon the Premises, or any party thereof, or the real estate on which it stands.

12. Public Requirements. Tenant shall comply with all rules, regulations, ordinance codes, and laws of all governmental authorities having jurisdiction over the Premises, and hold Landlord harmless from expense or damage resulting from failure to do so.

13. Indemnification. Tenant shall release, indemnify, defend, and hold harmless Landlord and its officers, agents, and employees from and against any and all liability, claims, costs, and expenses for any and all injuries, deaths, losses or damages suffered directly or from a third-party claim arising out of or relating to any act or omission of Tenant and Tenant's staff, agents, employees, customers, visitors, or licensees on the Premises and any of the same arising from Tenant's maintenance of or transmission from Tenant's antenna.

14. Insurance. Tenant shall procure and maintain in force, at its expense, during the term of this Agreement, personal property and public liability insurance for the Premises and shall provide satisfactory evidence thereof to the Landlord. Such coverage must be adequate to protect against liability for all damage claims through public use of or arising out of accidents occurring in or around the Premises and such liability insurance must be provided

in an amount at least equal to the liability limit for public bodies provided under the Oregon Tort Claims Act (ORS 30.260, et. seq.), as amended.

15. Damage to Property on Premises. Tenant agrees that all property of every kind and description kept, stored, or placed in or on the Premises will be at Tenant's sole risk and hazard and that Landlord shall not be responsible for any loss or damage to any of such property resulting from fire, explosion, water, steam, gas, electricity, or the elements, whether or not originating in the Premises, caused by or from leaks or defects in or breakdown of plumbing, pipes, wiring, heating, or any other facility, equipment, or fixture or any other cause or act and whether or not resulting from the negligence of Landlord or anyone for whom Landlord may be responsible.

16. Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other for loss arising out of damage to or destruction of the leased Premises, or the building or improvements of which the lease Premises are a part or with which they are connected, or the contents of any thereof, when such loss is caused by any of the perils which are or could be included within or insured against by a standard form of fire insurance with extended coverage, including sprinkler leakage insurance, if any. All such claims for any and all loss, however caused, hereby are waived. Such absence of liability shall exist whether or not the damage or destruction is caused by the negligence of either Landlord or Tenant or by any of their respective agents or employees. It is the intention and agreement of Landlord and Tenant that the rent reserved by this Agreement has been fixed in contemplation that each party shall look to its respective insurance carriers for reimbursement of any such loss, and further, that the insurance carriers involved will not be entitled to subrogation under any circumstances against any party to this Agreement. Neither Landlord nor Tenant shall have any interest or claim in the other's insurance policy or policies, or the proceeds thereof, unless specifically covered as an also-named insured.

17. Damage by Fire or Casualty. In case the leased Premises are destroyed or damaged by fire or other casualty, as to become untenantable, then in such event, at the option of Landlord, this Agreement shall terminate from the date of such damage or destruction and Tenant shall immediately surrender such Premises and all interest in the Premises to Landlord, and Tenant shall pay rent only to the time of such surrender. Landlord shall exercise such option to terminate this Agreement by notice in writing delivered to Tenant within 15-days after such damage or destruction; if said notice is not so given, Landlord conclusively shall be deemed to have elected not to repair. In case Landlord shall elect to not terminate this Agreement in such event, this Agreement will continue in full force and effect and Landlord shall repair the leased Premises with all reasonable promptness, placing the same in as good a condition as they were at the time of the damage or destruction and for that purpose may enter such Premises, and rent shall abate in proportion to the extent and duration of untenantability. In either event, Tenant shall remove all rubbish, debris, furniture, equipment, and other personal property, within 30-days after the request from Landlord. If the leased Premises shall be only slightly injured by fire or the elements, so as

not to render the same untenantable and unfit for occupancy, then Landlord shall repair the same with all reasonable promptness, and in that case the rent shall not abate.

18. Assignment, Sublease or License. Tenant shall not assign, transfer, or encumber this lease and shall not sublease the Premises or any part of the Premises or allow any other person except agents and employees of the Tenant to occupy the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld. A consent by Landlord is not a consent for a subsequent assignment, sublease, or occupation by other persons.

19. Holding Over. Any holding over by Tenant after the expiration of the term of this lease will not be deemed to operate as a renewal or extension of this Agreement, but will only create a tenancy at-will from month-to-month, upon the covenants, provisions, and conditions herein contained.

20. Default by Tenant. Each of the following shall be deemed a default by Tenant and a breach of this Lease:

    20.1. Nonpayment of the whole or any portion of the rent, or any other sum or sums of money due to Landlord from Tenant under the provisions of this Agreement.

    20.2. Nonperformance by Tenant of any other covenant or condition contained in this Agreement on the part of the Tenant to be kept and performed.

    20.3. Abandonment of the Premises by Tenant.

    20.4. The adjudication of Tenant as bankrupt, the making by Tenant of a general assignment for the benefit of creditors, the taking by Tenant of the benefit of any insolvency act or law, receiver or trustee in bankruptcy.

    Within thirty (30) days after written notice from Landlord demanding performance by Tenant with respect to any such default, Landlord may immediately terminate this Lease and reenter upon the Premises and remove all person therefrom, and in addition or in lieu of such action, Landlord may, at its option, pursue any other remedy provided by law or in equity for the enforcement of the Landlord's rights under the provisions of this Agreement, including collection of any amounts due and owing for future rents and other expenses, and without limitation reasonable attorney's fees incurred by Landlord that result from enforcing provisions of this Agreement.

21. No Waiver. No waiver by either party of any breach of any of the covenants or conditions contained in this Agreement to be performed by the other party will be construed as a waiver of any succeeding breach of the same or any other covenant or condition.

22. Termination. This Agreement terminates as follows:

    22.1. Upon nonrenewal at the end of the Initial Term or a successive term;

    22.2. By mutual written consent of both parties;

    22.3. Provided either party is not in default under this Agreement beyond the applicable cure period, by either party unilaterally giving at least one-hundred eighty (180) days' prior written notice to the other party.

    22.4. Per the Default provisions of Paragraph 20.

23. Surrender at End of Term. At the expiration of the term of this lease or upon earlier termination, Landlord will have the right to enter and take possession of the leased Premises, and Tenant shall deliver the same without process of law. Tenant shall also remove, at its own expense, Tenant's Antenna and all other related equipment from the communication tower and leave it in a commercially reasonable condition. Tenant shall be liable to Landlord for any loss or damage, including attorney fees and court costs incurred, as a result of Tenant's failure to comply with this obligation.

24. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

    24.1. Landlord. Chief of Police, City of Woodburn, 1060 Mt. Hood Avenue, Woodburn, Oregon 97071.

    24.2. Tenant. Director, METCOM, 1060 Mt. Hood Avenue, Woodburn, Oregon 97071.

25. Oregon Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon, where the leased Premises are located, and venue for any legal action will be in the county where the leased Premises are located.

26. Severability. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement, nor the application of the provisions to other persons, entities or circumstances shall be affected, but instead shall be enforced to the maximum extent permitted by law.

27. Modifications and Integration. No modification, amendment, discharge or change of this Agreement, except as otherwise provided, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment,

discharge or change is sought. This document constitutes the entire, final, and complete agreement of the parties pertaining to the subject matter hereof, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the Premises.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the last date of signature specified below.

LANDLORD:
CITY OF WOODBURN, an Oregon municipal corporation

_____
Scott Derickson, City Administrator

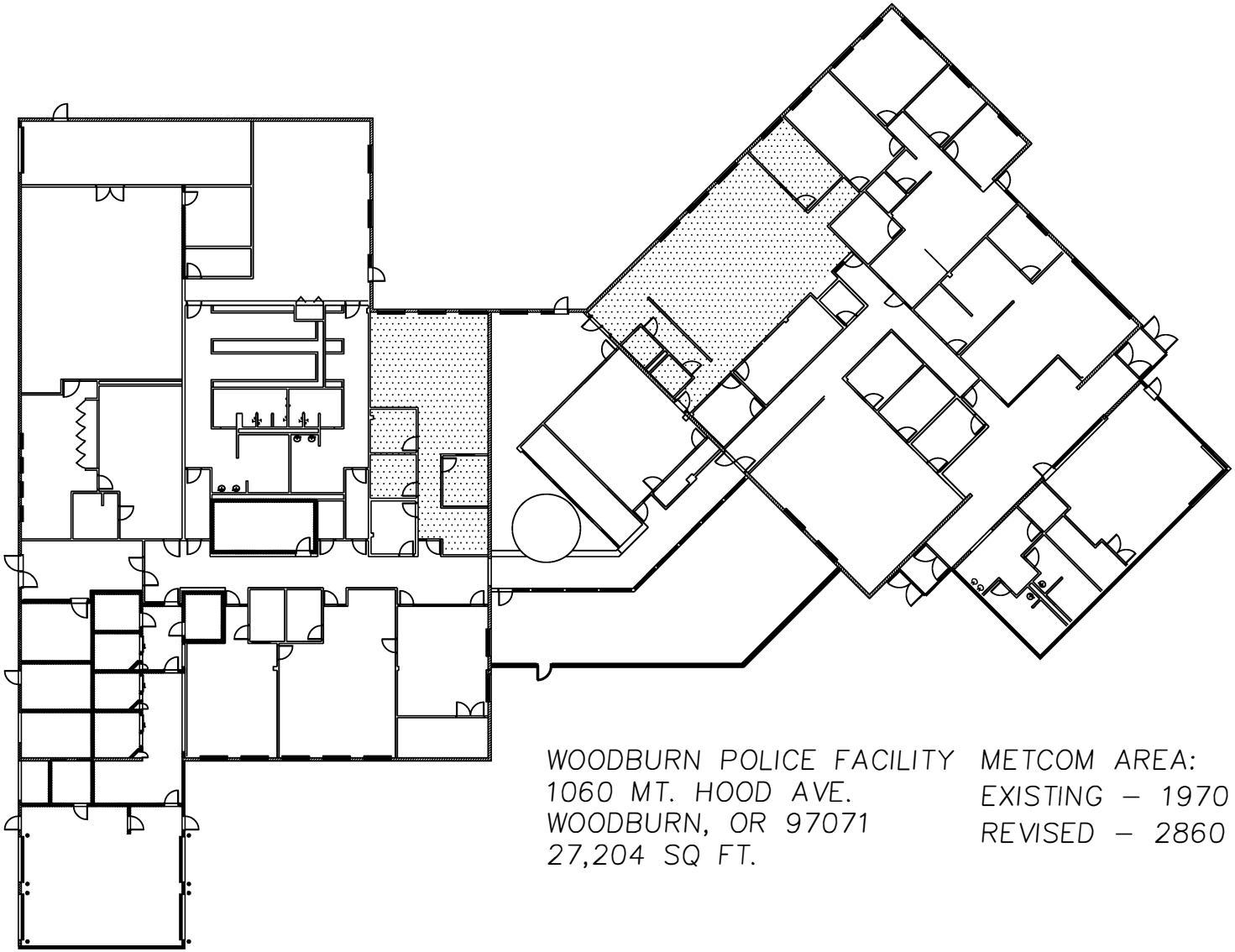
_____
Date

TENANT:
METCOM, an intergovernmental agency

_____
Gina Audritsh, Director

_____
Date

Exhibit A



WOODBURN POLICE FACILITY
1060 MT. HOOD AVE.
WOODBURN, OR 97071
27,204 SQ FT.

METCOM AREA:
EXISTING – 1970 FT²
REVISED – 2860 FT²

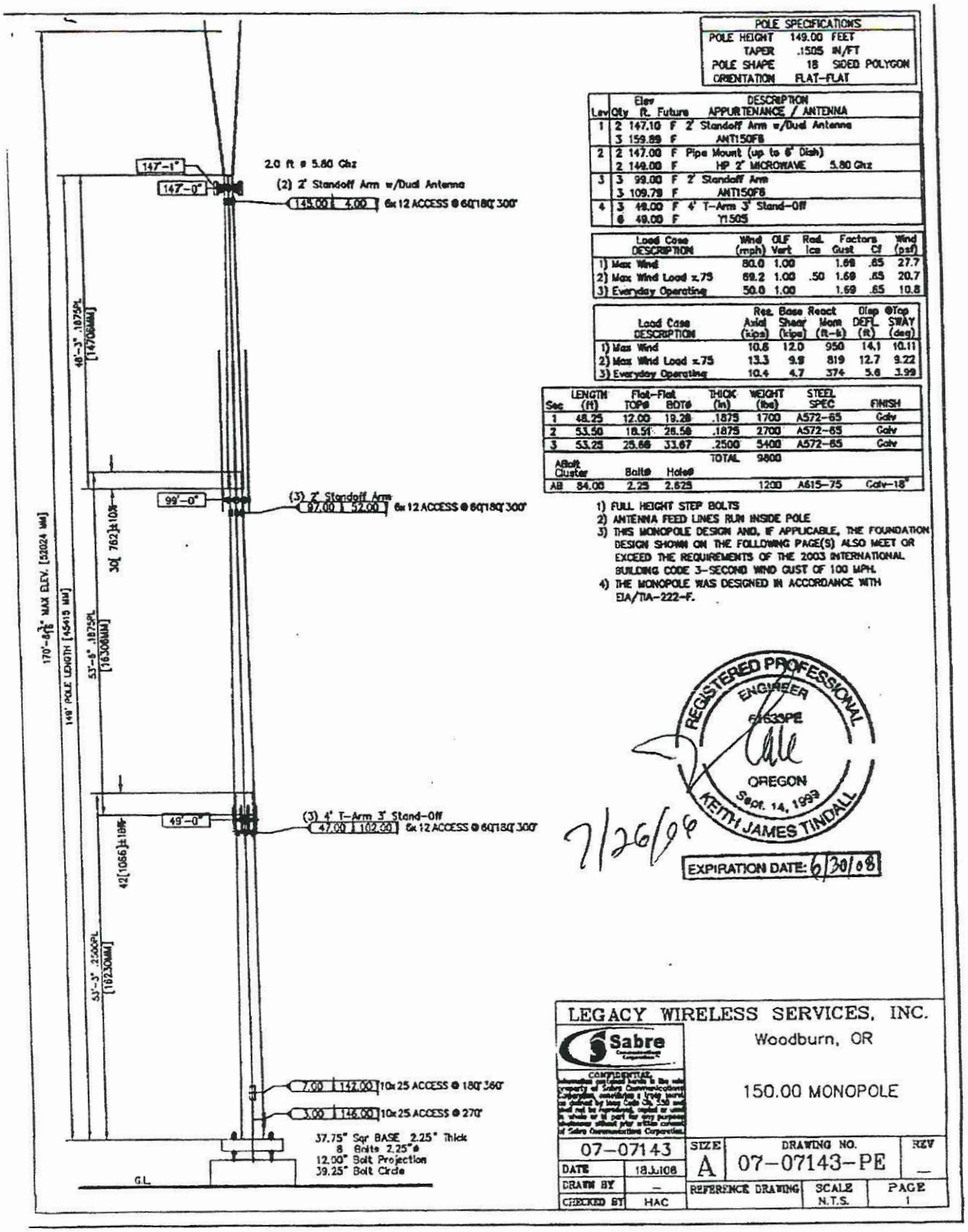
PLOT DATE: 8.2.2016

W S N E

WOODBURN
OREGON
Incorporated 1889
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION

PROJECT TITLE: METCOM AREA	
DRAWING NAME: NEW AREA	
PROJ. NO:	DESIGNED:
DWG. NO:	DRAWN BY:
DATE: 5/17/2016	REVIEWED:
SCALE: 3/8"=1'-0"	APPROVED:

Exhibit B



POLE SPECIFICATIONS		
POLE HEIGHT	149.00	FEET
TAPER	.1505	IN/FT
POLE SHAPE	18	SIDED POLYGON
ORIENTATION	FLAT-FLAT	

Lev	Qty	Elev ft.	Future	DESCRIPTION APPURTENANCE / ANTENNA
1	2	147.10	F	2' Standoff Arm w/Dual Antenna
	3	159.89	F	ANT150F8
2	2	147.00	F	Pipe Mount (up to 6' Dish)
	2	149.00	F	HP 2' MICROWAVE 5.80 Ghz
3	3	99.00	F	2' Standoff Arm
	3	109.79	F	ANT150F8
4	3	48.00	F	4' T-Arm 3' Stand-Off
	6	49.00	F	T150S

Load Case DESCRIPTION	Wind (mph)	OLF Vert	Rad. Ice	Factors Gust	Cf	Wind (psf)
1) Max Wind	80.0	1.00		1.69	.65	27.7
2) Max Wind Load x.75	69.2	1.00	.50	1.69	.65	20.7
3) Everyday Operating	50.0	1.00		1.69	.65	10.8

Load Case DESCRIPTION	Res. Base React Axial (kips)	Shear (kips)	Mom (ft-k)	Disp @Top DEFL (ft)	SWAY (deg)
1) Max Wind	10.8	12.0	950	14.1	10.11
2) Max Wind Load x.75	13.3	9.9	819	12.7	9.22
3) Everyday Operating	10.4	4.7	374	5.6	3.99

Sec	LENGTH (ft)	Flat-Flat TOP@	BOT@	THICK (in)	WEIGHT (lbs)	STEEL SPEC	FINISH
1	48.25	12.00	19.28	.1875	1700	A572-65	Galv
2	53.50	18.51	26.58	.1875	2700	A572-65	Galv
3	53.25	25.66	33.67	.2500	5400	A572-65	Galv
				TOTAL	9800		
ABolt Cluster		Bolt@	Hole@				
AB	84.00	2.25	2.625		1200	A615-75	Galv-18"

1) FULL HEIGHT STEP BOLTS
2) ANTENNA FEED LINES RUN INSIDE POLE
3) THIS MONOPOLE DESIGN AND, IF APPLICABLE, THE FOUNDATION DESIGN SHOWN ON THE FOLLOWING PAGE(S) ALSO MEET OR EXCEED THE REQUIREMENTS OF THE 2003 INTERNATIONAL BUILDING CODE 3-SECOND WIND GUST OF 100 MPH.
4) THE MONOPOLE WAS DESIGNED IN ACCORDANCE WITH EIA/TIA-222-F.

REGISTERED PROFESSIONAL ENGINEER
61633PE
OREGON
Sept. 14, 1993
KEITH JAMES TINDALL

7/26/08

EXPIRATION DATE: 6/30/08

LEGACY WIRELESS SERVICES, INC.
Woodburn, OR

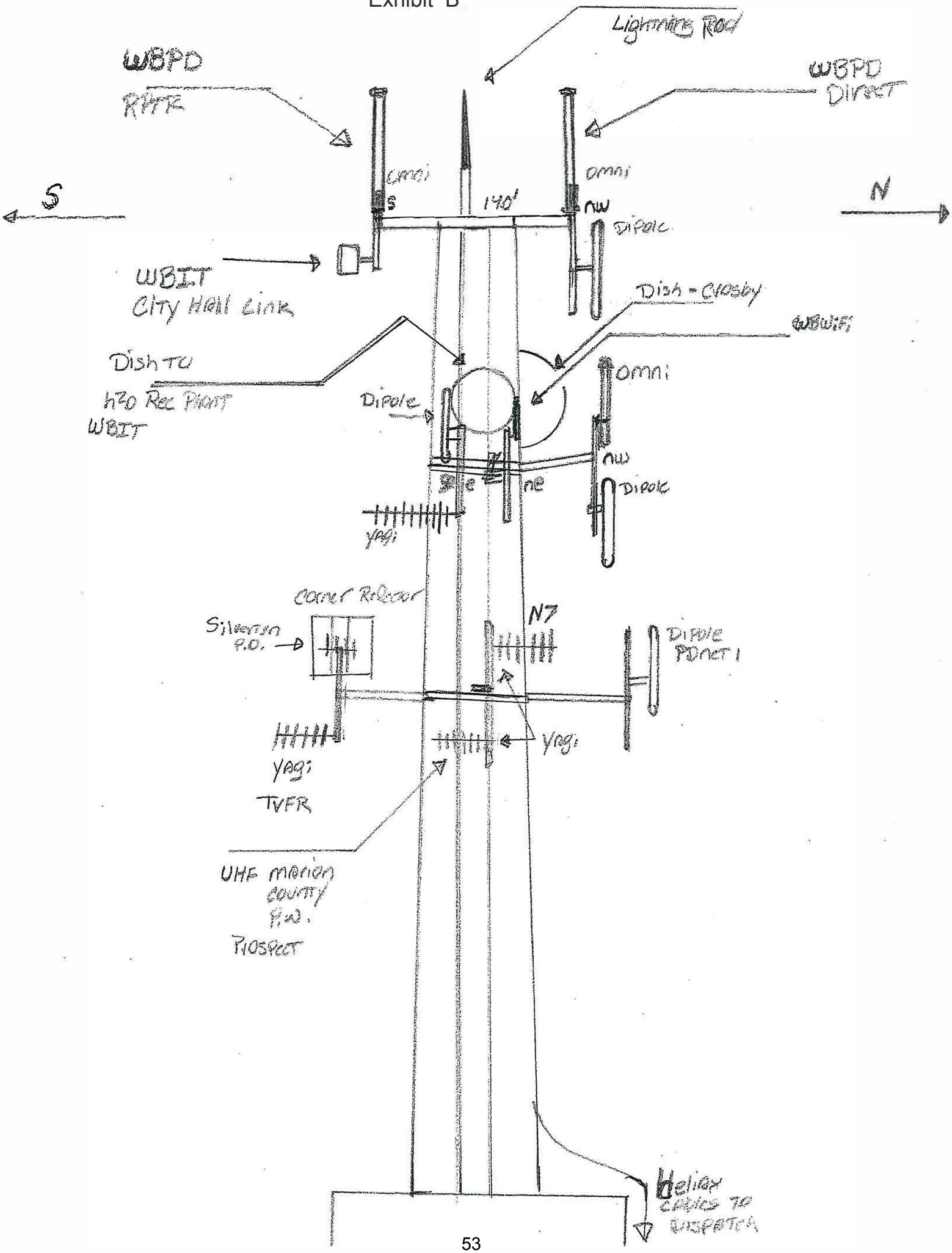
150.00 MONOPOLE

Sabre Communications Corporation

CONFIDENTIAL

07-07143	SIZE A	DRAWING NO. 07-07143-PE		REV –
DATE 18Jul08				
DRAWN BY –	REFERENCE DRAWING	SCALE N.T.S.	PAGE 1	
CHECKED BY HAC				

Exhibit B


Lightning Rod
WBPD
RMTR
WBPD
Direct
omni
omni
S
140'
nw
N
Dipole
WBIT
City Hall Link
Dish - Crosby
WBWIFI
Dish TO
h2o Rec Plant
WBIT
Dipole
omni
nw
se
ne
Dipole
yagi
Corner Reflector
Silverton
P.O.
N7
Dipole
Prospect
yagi
yagi
TVFR
UHF Marion
County
P.D.
Prospect
Heliax
cables to
Dispatch

WOODBURN
OREGON
Incorporated 1889

Agenda Item

August 8, 2016

To: Honorable Mayor and City Council through City Administrator

From: Jim Hendryx, Community Development Director

Subject: Planning Commission Approval of a Design Review (DR 2016-02; VAR 2016-04) 2851 W Hayes Street 4-plex

RECOMMENDATION:

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

BACKGROUND:

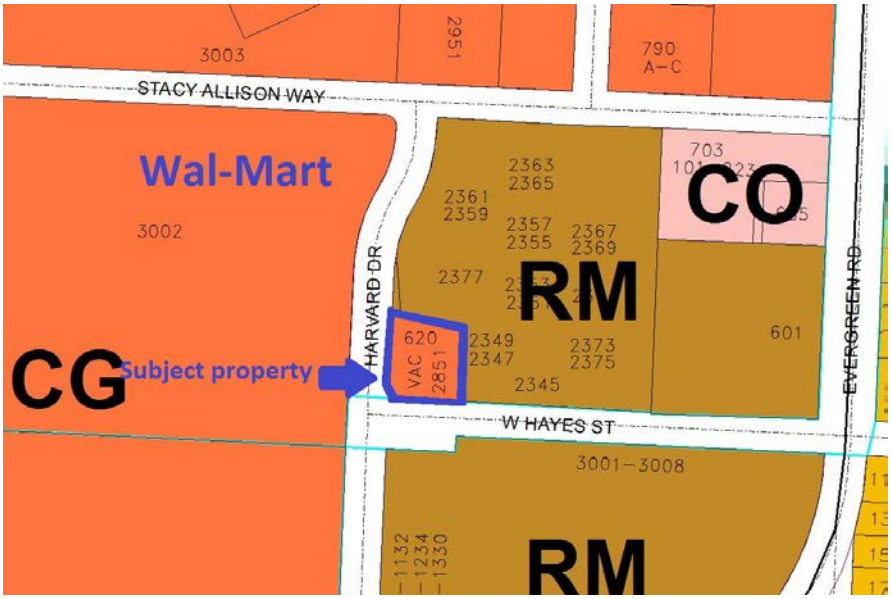
Roger Midura, Kirstone Investments, LLC submitted design review and variance applications for a 4-plex at the intersection of W. Hayes and Harvard Drive. After submittal, it was determined that the variance for parking lot screening was not necessary and the application fee is being refunded.

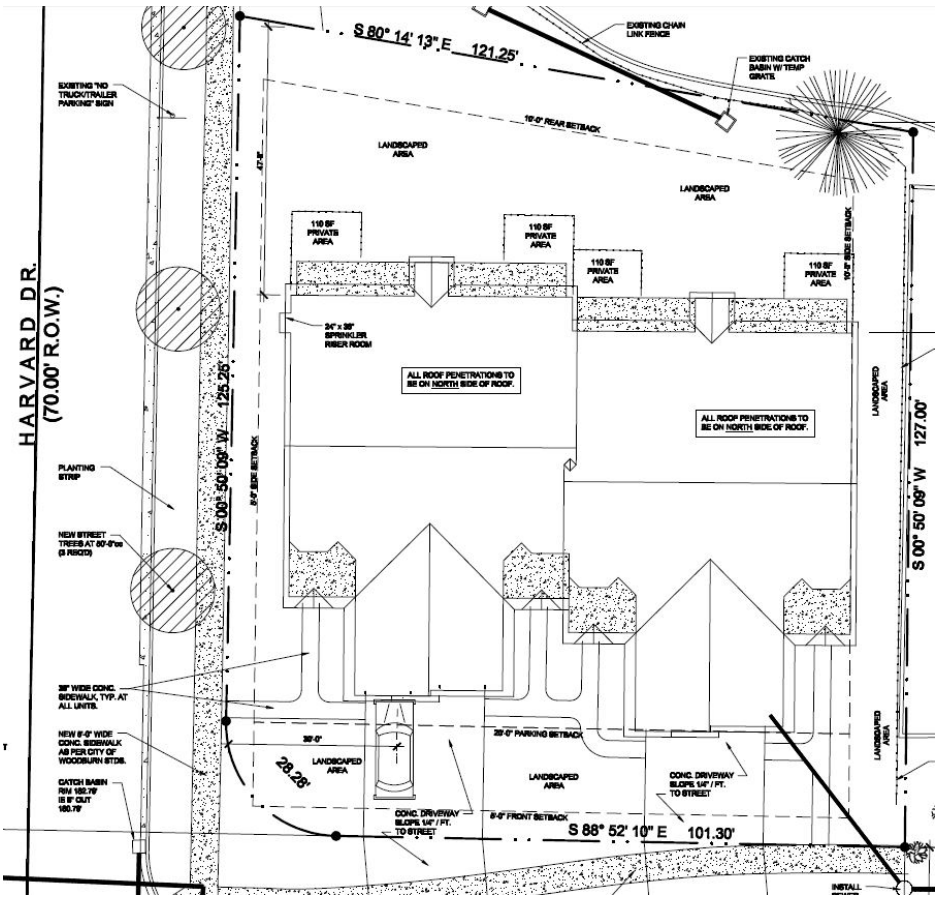
The Planning Commission held a public hearing on July 28, 2016 and unanimously approved DR 2016-02. The applicant gave the only public input on the proposal. The property is zoned Commercial General (CG) and apartments are allowed outright in the CG zone.

FINANCIAL IMPACT:

This decision is anticipated to have no direct public sector financial impact. Increased development may slightly increase City revenues.

Agenda Item Review: City Administrator ___x__ City Attorney ___x__ Finance __x__



ZONING MAP SHOWING THE SUBJECT PROPERTY

PRELIMINARY SITE PLAN