

CITY OF WOODBURN

CITY COUNCIL AGENDA

SEPTEMBER 23, 2019– 7:00 P.M.

ERIC SWENSON, MAYOR
DEBBIE CABRALES, COUNCILOR WARD 1
LISA ELLSWORTH, COUNCILOR WARD II
ROBERT CARNEY, COUNCILOR WARD III
SHARON SCHAUB, COUNCILOR WARD IV
MARY BETH CORNWELL, COUNCILOR WARD V
ERIC MORRIS, COUNCILOR WARD VI

CITY HALL COUNCIL CHAMBERS – 270 MONTGOMERY STREET

1. CALL TO ORDER AND FLAG SALUTE
2. ROLL CALL
3. ANNOUNCEMENTS AND APPOINTMENTS

Announcements:

None.

Appointments:

None.

4. WOODBURN POLICE DEPARTMENT SWEARING-IN CEREMONY
5. 15 MINUTE BREAK
6. COMMUNITY/GOVERNMENT ORGANIZATIONS

None.

7. PROCLAMATIONS/PRESENTATIONS

Proclamations:

None.

Presentations:

None.

8. COMMUNICATIONS
- None.

9. BUSINESS FROM THE PUBLIC – *This allows the public to introduce items for Council consideration not already scheduled on the agenda. Comment time will be limited to 3 minutes.*

This facility is ADA accessible. If you need special accommodation, please contact the City Recorder at 503-980-6318 at least 24 hours prior to this meeting.

****Habr  interpretes disponibles para aqu llas personas que no hablan Ingl s, previo acuerdo. Comun quese al (503) 980-2485.****

10. **CONSENT AGENDA** – *Items listed on the consent agenda are considered routine and may be adopted by one motion. Any item may be removed for discussion at the request of a Council member.*
- A. **Woodburn City Council minutes of September 9, 2019** 1
Recommended Action: Approve the minutes.
- B. **Crime Statistics through August 2019** 4
Recommended Action: Receive the report.
11. **TABLED BUSINESS**
- None.
12. **PUBLIC HEARINGS**
- None.
13. **GENERAL BUSINESS** – *Members of the public wishing to comment on items of general business must complete and submit a speaker's card to the City Recorder prior to commencing this portion of the Council's agenda. Comment time will be limited to 3 minutes.*
- A. **Catholic Community Services Foundation's request to implement the state law process for a property tax exemption for nonprofit corporations providing low-income housing** 9
Recommended Action: Consider the request of Catholic Community Services Foundation (CCSF) for implementation of the state law "Local Option" process, allowing eligible nonprofit housing organizations to apply for a property tax exemption.
- B. **Council Bill No. 3108 – An Ordinance adopting an updated Transportation System Plan and associated Woodburn Comprehensive Plan text amendments (LA 2018-01)** 62
Recommended Action: Adopt the updated Transportation System Plan (TSP) and Associated Woodburn Comprehensive Plan text amendments (LA 2018-01).
- C. **Council Bill No. 3109 – A Resolution authorizing application for- and acceptance of a Department of Land Conservation and Development Technical Assistance Grant; demonstrating support for the grant project; and authorizing the City Administrator to sign and execute all necessary documents to that effect.** 180
Recommended Action: Adopt the Resolution authorizing staff to apply for Technical Assistance Grant funding from DLCD for the OR 219 and Butteville Road Intersection Planning Project

D. Option to Purchase Property at 970 Cascade Drive Funded Through the Community Development Block Grant (CDBG) Program 184

Recommended Action: Approve the Option to Purchase Real Property Agreement for 970 Cascade Drive and authorize the City Administrator to exercise the Option in the event CDBG funding is awarded.

E. Memorandum of Understanding (MOU) with Love INC for Governance of the "Woodburn Family Resource Center" Funded through the Community Development Block Grant (CDBG) Program 199

Recommended Action: Authorize the City Administration to sign the MOU between the City and Love INC for the management of a Woodburn Family Resource Center funded through the CDBG program.

F. Intergovernmental Agreement with the City of Silverton for Building Division services 216

Recommended Action: Make a motion to authorize the City Administrator to sign a new Intergovernmental Agreement (IGA) with the City of Silverton for building inspection and plan review services.

14. PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS – *These are Planning Commission or Administrative Land Use actions that may be called up by the City Council.*

None.

15. CITY ADMINISTRATOR'S REPORT

16. MAYOR AND COUNCIL REPORTS

17. EXECUTIVE SESSION

None.

18. ADJOURNMENT

Thematic Goals

1. *Create an inclusive environment where residents participate and are engaged in the community (that is vibrant, safe and active).*
2. *Promote an environment that encourages sustainable economic health maximizing our geographic, workforce, cultural and community assets.*

Strategic Goals

3. *Create an inclusive environment where Woodburn residents want to participate and are engaged in the community.*
4. *Develop innovative funding sources to help support the completion of capital improvement projects.*
5. *Grow and support strategic partnerships for economic health.*
6. *Explore the development of a non-profit consolidation facility.*
7. *Improve Communication and Coordination with School District on matters of mutual interest.*
8. *Completion of the First Street remodel.*
9. *Completion of Phase 1 & 2 of the Community Center Project including the formation of an ad hoc steering committee to review and recommend design.*
10. *Creation of the Dick Jennings Community Leadership Academy.*
11. *Develop a strategy to limit PERS liability.*
12. *Establishment of a Woodburn 20 year community-visioning plan.*

COUNCIL MEETING MINUTES

SEPTEMBER 9, 2019

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 9, 2019

CONVENED The meeting convened at 7:01 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Absent
Councilor Morris	Present
Councilor Ellsworth	Present
Councilor Cabrales	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Police Chief Ferraris, Economic Development Director Johnk, Project Management Director Liljequist, Operations Director Stultz, Community Development Director Kerr, Human Resources Director Gregg, Assistant City Attorney Granum, Communications Coordinator Moore, City Recorder Pierson

APPOINTMENTS

Community Center Citizens Advisory Committee

Carney/Ellsworth... appoint Brianna Spencer. The motion passed unanimously.

WOODBURN POLICE DEPARTMENT APPOINTMENT

Chief Ferraris introduced the City Council to Austin Solterbeck who was recently hired as the Support Services Manager for the police department.

Mayor Swenson called for a 15-minute break.

PROCLAMATION

Mayor Swenson read a proclamation declaring September as National Preparedness Month.

BUSINESS FROM THE PUBLIC

Dagmar Kinne spoke to the City Council about her efforts cleaning up Woodburn Pond and described the issues that she has seen there. She stated that she understands that this property is outside of city limits but she would like to see some sort of collaboration between the county, the city and the Fish and Wildlife Department.

CONSENT AGENDA

A. Woodburn City Council minutes of August 26, 2019,

B. Building Activity for August 2019.

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

COUNCIL MEETING MINUTES SEPTEMBER 9, 2019

PUBLIC HEARING

A Public Hearing to consider input on a legislative amendment on updated Transportation System Plan (“TSP”) and related text amendments to the Comprehensive Plan; LA 2018-04. Mayor Swenson declared the hearing open at 7:35 p.m. for the purpose of hearing public input on a legislative amendment on updated Transportation System Plan (“TSP”) and related text amendments to the Comprehensive Plan; LA 2018-04. Community Development Director Kerr provided a staff report. Matt Hughart and Molly McCormick from Kittelson & Associates provided information on the Transportation System Plan update. Mayor Swenson asked if anyone from the public would like to speak on this subject. No members of the public wished to speak in either support or opposition of the legislative amendment on updated Transportation System Plan (“TSP”) and related text amendments to the Comprehensive Plan; LA 2018-04. Mayor Swenson declared the hearing closed at 7:50 p.m. **Carney/Ellsworth...** staff prepare an ordinance adopting the TSP and incorporating related text amendments into the Comprehensive Plan.

COUNCIL BILL NO. 3106 - A RESOLUTION INITIATING LEGISLATIVE AMENDMENTS TO THE WOODBURN DEVELOPMENT ORDINANCE

Community Development Director Kerr provided a staff report. **Carney** introduced Council Bill No. 3106. City Recorder Pierson read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3106 duly passed.

COUNCIL BILL NO. 3107 - A RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WOODBURN AND THE AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES (AFSCME) LOCAL 642 FOR A CONTRACT BEGINNING JULY 1, 2019 AND ENDING JUNE 30, 2022

Carney introduced Council Bill No. 3107. City Recorder Pierson read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3107 duly passed.

WOODBURN-GERVAIS ENTERPRISE ZONE 5-YEAR TAX ABATEMENT AGREEMENT WITH IVANOV INVESTMENT GROUP, LLC (I & E CONSTRUCTION)

Economic Development Director Johnk provided a staff report. **Carney/Ellsworth...** authorize an agreement with Ivanov Investment Group, LLC for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone. The motion passed unanimously.

CITY ADMINISTRATOR’S REPORT

The City Administrator reported the following:

- Hispanic Heritage Month Celebration will be taking place Sunday, September 15 and provided a flyer for the event to the City Council.
- The Mayor’s monitor has been moved to be lower and he wants to see if Councilors

COUNCIL MEETING MINUTES SEPTEMBER 9, 2019

prefer the lower screen. He stated that adding the ability to view the agenda and packet on those screens is being considered as well.

- Greeters will be taking place at City Hall on Friday, September 13.

MAYOR AND COUNCIL REPORTS

Councilor Carney stated that he is excited to see that winter is coming.

Councilor Morris asked if the agenda could be tabbed so that there is a link that takes you directly to a specific agenda item as well as making searchable. He added that the building report needed to be rotated as it was hard to read.

Councilor Ellsworth stated that she enjoyed the last City Council Meeting.

Mayor Swenson stated that the City received a letter from the Mayor in El Paso, TX thanking them for the City's support after the recent tragedy there. He added that he went on a hot air balloon ride over Woodburn.

ADJOURNMENT

Morris/Ellsworth... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 9:18 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

ATTEST _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES

2019 Year to Date

CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
AGGRAVATED ASSAULT	2	1	1	3	5	2	6	1	21
ANIMAL CRUELTY	0	0	0	1	0	0	2	2	5
ANIMAL ORDINANCES	6	1	4	0	3	2	2	0	18
ARSON	0	2	0	0	0	0	0	0	2
ASSAULT SIMPLE	10	9	1	9	10	11	9	14	73
ATTEMPTED MURDER	0	0	0	1	0	0	0	0	1
BURGLARY - BUSINESS	0	0	1	0	0	0	0	0	1
BURGLARY - OTHER STRUCTURE	0	0	0	0	1	0	1	0	2
BURGLARY - RESIDENCE	1	0	3	0	4	1	2	2	13
CHILD NEGLECT	0	0	0	0	0	1	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	2	1	1	4	1	0	2	5	16
CRIMINAL MISTREATMENT	0	0	0	0	0	0	1	0	1
CURFEW	1	0	0	1	0	1	6	0	9
CUSTODY - MENTAL	9	6	8	5	5	3	10	4	50
CUSTODY - PROTECITVE	0	0	0	2	0	0	0	0	2
DISORDERLY CONDUCT	3	10	3	5	14	13	12	11	71
DRIVING UNDER INFLUENCE	5	6	8	5	9	8	6	9	56
DRUG LAW VIOLATIONS	9	6	13	16	10	23	22	16	115
DWS/REVOKED-MISDEMEANOR	1	1	1	2	1	1	2	0	9
ELUDE	0	0	2	0	1	0	4	1	8
ESCAPE FROM YOUR CUSTODY	0	0	2	0	0	0	0	0	2
FAIL TO DISPLAY OPERATORS LICENSE	1	0	0	0	0	1	1	1	4
FORCIBLE RAPE	3	0	0	2	1	1	0	0	7
FORGERY/COUNTERFEITING	2	0	3	1	2	1	4	1	14
FRAUD - BY DECEPTION/FALSE PRETENSES	1	0	3	0	1	2	0	0	7
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	1	0	0	2	0	0	3
FRAUD - NOT SUFFICIENT FUNDS CHECK	0	0	0	1	0	0	0	0	1
FRAUD - WIRE	0	0	0	1	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	45	26	37	37	38	36	51	39	309
FURNISHING	0	0	1	0	0	0	0	0	1
GARBAGE LITTERING	1	0	0	0	0	0	0	0	1
HIT AND RUN FELONY	0	0	1	0	1	0	0	1	3
HIT AND RUN-MISDEMEANOR	6	2	3	5	3	2	3	2	26
IDENTITY THEFT	2	0	1	0	2	2	1	1	9
INTIMIDATION /OTHER CRIMINAL THREAT	1	2	1	5	2	2	5	5	23
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	0	0	0	0	0	0	1	2
MINOR IN POSSESSION	0	0	5	1	2	0	1	1	10
MINOR ON PREMISES	0	0	0	0	0	1	0	0	1
MOTOR VEHICLE THEFT	1	1	0	0	2	4	4	1	13
OTHER	7	2	5	4	7	6	10	3	44
PROSTITUTION - ENGAGE IN	0	0	0	0	0	0	0	1	1
RECKLESS DRIVING	1	4	3	3	5	2	5	3	26
RECKLESSLY ENDANDERING	2	2	2	0	5	1	4	1	17
RESTRAINING ORDER VIOLATION	1	1	0	3	0	1	1	1	8
ROBBERY - BUSINESS	0	0	0	0	0	0	0	1	1
ROBBERY - CAR JACKING	0	0	0	0	0	1	0	1	2
ROBBERY - CONV.STORE	0	0	0	0	1	0	0	0	1
ROBBERY - OTHER	0	0	0	0	0	1	0	2	3
RUNAWAY	0	0	0	0	1	2	0	1	4
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	1	0	0	0	0	1	3
SEX CRIME - EXPOSER	1	0	1	0	0	0	0	0	2
SEX CRIME - FORCIBLE SODOMY	2	0	0	0	0	1	0	0	3
SEX CRIME - INCEST	2	0	0	0	0	0	0	0	2

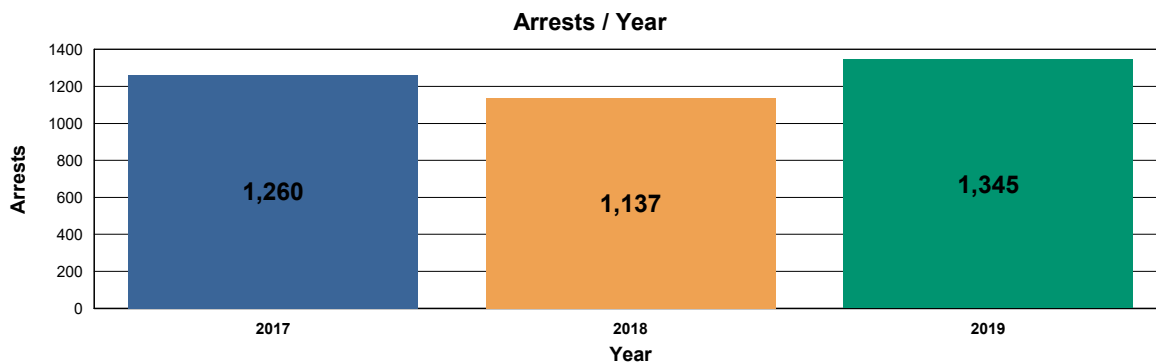
Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES

2019 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
SEX CRIME - MOLEST (PHYSICAL)	1	0	0	0	0	0	0	0	1
SEX CRIME - NON-FORCE RAPE	0	0	1	0	0	1	1	0	3
SEX CRIME - OTHER	1	0	0	0	0	1	0	0	2
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	1	0	0	1	0	2	0	0	4
STALKER	0	1	1	0	2	0	0	0	4
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	1	0	0	0	2	1	1	5
THEFT - BICYCLE	0	0	0	0	0	0	1	1	2
THEFT - BUILDING	1	0	0	1	0	1	1	0	4
THEFT - FROM MOTOR VEHICLE	4	1	3	0	0	0	1	2	11
THEFT - OTHER	5	1	0	2	1	7	1	2	19
THEFT - PURSE SNATCH	0	1	0	0	0	0	0	0	1
THEFT - SHOPLIFT	2	8	7	5	12	5	13	9	61
TRAFFIC VIOLATIONS	10	11	8	7	8	4	17	8	73
TRESPASS	18	3	9	6	7	6	12	10	71
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	1	1	2	0	0	0	0	2	6
VANDALISM	1	0	2	0	1	1	1	1	7
VEHICLE RECOVERD FOR OTHER AGENCY	1	0	5	1	1	1	0	2	11
WEAPON - CARRY CONCEALED	1	1	1	1	0	2	0	0	6
WEAPON - EX FELON IN POSSESSION	1	0	1	1	0	1	0	0	4
WEAPON - POSSESS ILLEGAL	0	2	1	4	3	4	3	1	18
WEAPON - SHOOTING IN PROHIBITED AREA	0	1	0	0	0	0	2	0	3

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
2019 Total	178	115	157	146	172	174	231	172	1,345
2018 Total	187	111	138	136	147	101	162	155	1137
2017 Total	135	169	176	166	164	143	152	155	1260



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2019 Year to Date

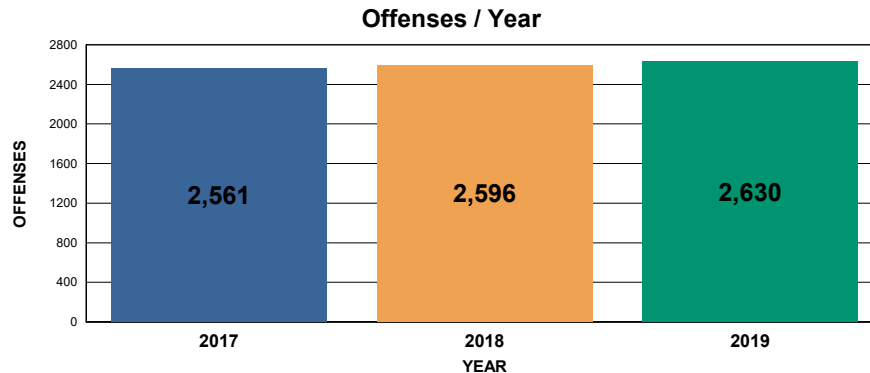
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
AGGRAVATED ASSAULT	3	4	2	4	5	4	6	3	31
ANIMAL CRUELTY	0	0	0	1	1	0	3	1	6
ANIMAL ORDINANCES	3	1	3	0	2	1	2	0	12
ARSON	1	2	0	0	0	0	0	1	4
ASSAULT SIMPLE	12	8	7	14	13	18	12	17	101
ATTEMPTED MURDER	0	0	0	1	0	0	0	0	1
BURGLARY - BUSINESS	2	1	1	0	3	2	0	2	11
BURGLARY - OTHER STRUCTURE	2	1	3	1	4	1	2	3	17
BURGLARY - RESIDENCE	8	2	5	6	14	7	7	5	54
CHILD NEGLECT	0	0	0	0	0	2	0	1	3
CRIME DAMAGE-NO VANDALISM OR ARSON	16	14	15	10	15	18	14	16	118
CRIMINAL MISTREATMENT	1	0	0	0	0	0	1	0	2
CURFEW	1	0	0	1	0	1	2	0	5
CUSTODY - MENTAL	10	6	9	5	5	3	10	4	52
CUSTODY - PROTECTIVE	0	0	0	1	0	0	0	0	1
DISORDERLY CONDUCT	3	6	5	5	11	12	9	15	66
DRIVING UNDER INFLUENCE	5	7	8	5	9	8	6	9	57
DRUG LAW VIOLATIONS	9	7	15	9	11	14	22	12	99
DWS/REVOKED-MISDEMEANOR	1	1	1	2	1	0	2	0	8
ELUDE	1	1	1	2	1	0	3	1	10
ESCAPE FROM YOUR CUSTODY	0	0	2	0	0	0	0	0	2
EXPLOSIVES	1	0	0	0	0	0	0	0	1
FAIL TO DISPLAY OPERATORS LICENSE	1	0	0	0	0	1	1	1	4
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	1
FORCIBLE RAPE	2	1	1	3	4	1	1	3	16
FORGERY/COUNTERFEITING	9	2	7	3	4	4	8	3	40
FRAUD - ACCOUNT CLOSED CHECK	0	0	0	0	0	0	1	1	2
FRAUD - BY DECEPTION/FALSE PRETENSES	2	5	6	2	4	4	2	3	28
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	2	2	2	0	5	2	2	18
FRAUD - IMPERSONATION	0	0	0	0	0	0	1	0	1
FRAUD - NOT SUFFICIENT FUNDS CHECK	0	0	0	1	0	0	0	0	1
FRAUD - OF SERVICES/FALSE PRETENSES	1	0	0	0	1	1	0	1	4
FRAUD-OTHER	0	0	0	0	0	0	0	1	1
FUGITIVE ARREST FOR ANOTHER AGENCY	27	18	28	26	29	31	40	25	224
FURNISHING	0	0	1	0	1	0	0	0	2
GARBAGE LITTERING	1	0	0	0	0	0	0	0	1
HIT AND RUN FELONY	1	1	1	0	3	0	1	0	7
HIT AND RUN-MISDEMEANOR	23	8	13	19	19	15	16	15	128
IDENTITY THEFT	6	5	3	3	4	2	1	8	32
INTIMIDATION /OTHER CRIMINAL THREAT	1	0	1	6	2	3	2	7	22
INVASION OF PERSONAL PRIVACY	0	0	0	0	1	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	0	0	0	0	0	0	2	3
MINOR IN POSSESSION	0	0	2	1	1	0	1	1	6
MINOR ON PREMISES	0	0	0	0	0	1	0	0	1
MISCELLANEOUS	19	18	25	21	23	29	13	19	167
MOTOR VEHICLE THEFT	8	6	13	9	15	21	6	11	89
NON CRIMINAL DOMESTIC DISTURBANCE	20	12	8	12	12	21	15	16	116
OTHER	6	3	7	5	9	7	11	3	51
PROPERTY - FOUND LOST MISLAID	3	4	4	2	1	4	3	3	24
PROPERTY RECOVER FOR OTHER AGENCY	2	2	0	0	0	0	0	1	5
PROSTITUTION - ENGAGE IN	0	0	0	0	0	0	0	1	1
RECKLESS DRIVING	2	6	3	5	6	2	7	3	34
RESTRAINING ORDER VIOLATION	2	3	0	3	1	2	1	1	13
ROBBERY - BUSINESS	0	0	0	0	1	0	0	1	2
ROBBERY - CAR JACKING	0	0	0	0	0	1	2	0	3
ROBBERY - CONV.STORE	0	0	0	0	1	0	0	0	1
ROBBERY - OTHER	0	0	0	0	1	1	0	1	3

Woodburn Police Department

MONTHLY CRIMINAL OFFENSES 2019 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
ROBBERY - RESIDENCE	0	0	0	0	0	1	0	0	1
RUNAWAY	0	1	1	3	4	5	0	2	16
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	0	0	0	0	0	0	1	1	2
SEX CRIME - EXPOSER	1	0	0	1	0	0	1	1	4
SEX CRIME - FORCIBLE SODOMY	2	0	0	0	0	0	0	1	3
SEX CRIME - INCEST	1	0	0	0	0	0	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	2	1	1	0	2	2	2	1	11
SEX CRIME - NON-FORCE RAPE	1	0	2	0	1	0	1	1	6
SEX CRIME - OTHER	1	0	0	0	0	0	0	0	1
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	0	3	0	0	0	3
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	1	1	0	0	0	0	2
STALKER	0	1	1	0	2	0	0	0	4
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	1	0	0	0	1	2	1	5
SUICIDE	0	0	0	0	0	0	0	1	1
THEFT - BICYCLE	1	1	0	6	8	1	3	3	23
THEFT - BUILDING	0	2	5	3	1	4	1	0	16
THEFT - COIN OP MACHINE	0	1	0	1	0	1	2	0	5
THEFT - FROM MOTOR VEHICLE	25	18	27	8	15	14	10	19	136
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	2	2	1	1	3	2	1	3	15
THEFT - OTHER	14	7	16	24	23	29	19	17	149
THEFT - PICKPOCKET	1	1	1	0	1	0	0	0	4
THEFT - PURSE SNATCH	1	1	0	0	2	1	0	1	6
THEFT - SHOPLIFT	12	14	22	21	24	17	20	16	146
TRAFFIC VIOLATIONS	11	6	11	8	9	6	19	11	81
TRESPASS	8	6	10	8	12	14	13	15	86
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	3	0	2	1	0	1	1	2	10
VANDALISM	16	8	13	12	17	13	15	20	114
VEHICLE RECOVERD FOR OTHER AGENCY	5	3	5	3	2	6	0	0	24
WEAPON - CARRY CONCEALED	1	1	1	1	0	2	0	1	7
WEAPON - EX FELON IN POSSESSION	1	0	1	1	0	1	0	0	4
WEAPON - POSSESS ILLEGAL	1	0	1	4	3	5	1	3	18
WEAPON - SHOOTING IN PROHIBITED AREA	1	3	1	0	1	1	4	2	13

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
2019 Total	330	235	325	297	371	374	352	346	2,630
2018 Total	409	284	317	342	316	309	311	308	2,596
2017 Total	322	292	355	317	330	307	317	321	2,561



Woodburn Police Department

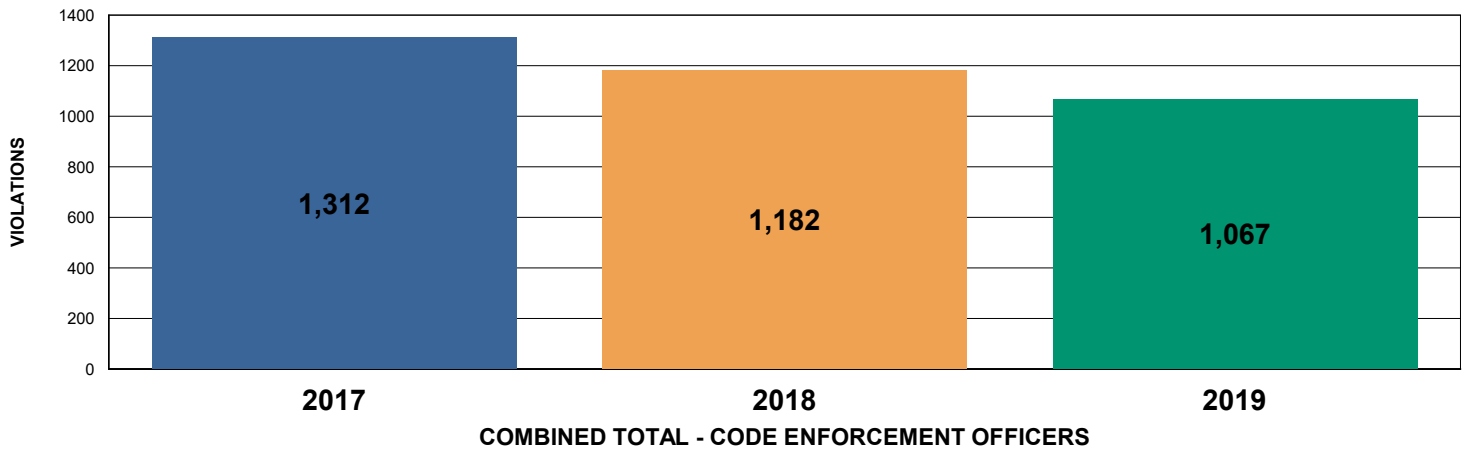
ORDINANCE VIOLATIONS

2019 Year to Date

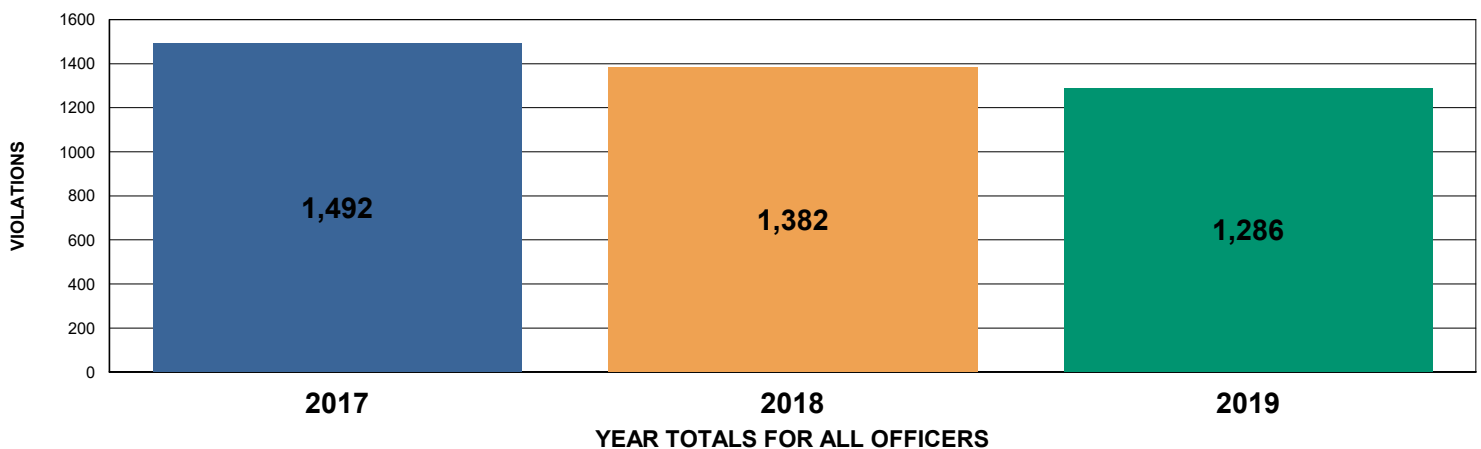
9/18/2019

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Total
Animal Complaint	38	29	44	36	50	38	48	80	363
Ordiinance - Abate/Nuisances	0	1	0	0	2	0	1	0	4
Ordinance - Abandoned Vehicles	66	39	50	34	18	48	38	51	344
Ordinance - Abate Graffiti	2	0	1	0	6	2	1	4	16
Ordinance - Land Use Violations	1	0	2	1	2	1	0	4	11
Ordinance - Oth Violation	34	30	51	45	40	74	68	60	402
Ordinance - Tall Grass	0	0	0	0	87	34	17	8	146
2019 Total	141	99	148	116	205	197	173	207	1,286
2018 Total	176	133	156	182	223	167	140	205	1,382
2017 Total	94	126	176	177	290	284	175	170	1,492

Ordinance Violations / Code Enforcement Officers



Ordinance Violations / Year





Agenda Item

September 23, 2019

TO: Honorable Mayor and City Council

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

SUBJECT: **Catholic Community Services Foundation's request to implement the state law process for a property tax exemption for nonprofit corporations providing low-income housing**

RECOMMENDATION:

Consider the request of Catholic Community Services Foundation (CCSF) for implementation of the state law "Local Option" process, allowing eligible nonprofit housing organizations to apply for a property tax exemption.

BACKGROUND:

Over the course of several months, City staff, the Mayor and the Council President have been discussing CCSF's proposal that the City of Woodburn adopt the state law Local Option, allowing Woodburn nonprofit affordable housing organizations to apply for and receive a local property tax exemption. CCSF's proposal is now advancing to the City Council for presentation and consideration.

Attached are the following Exhibits submitted by CCSF:

Exhibit 1 - A letter, dated August 27, 2019, from CCSF requesting that the City of Woodburn adopt the state law Local Option, allowing nonprofit organizations to apply for property tax exemption for low income housing units;

Exhibit 2 - A one-page Overview of Villa Esperanza;

Exhibit 3 - A two-page summary of Historical and Current Data regarding CCSF and the Fostering Hope Initiative;

Exhibit 4 - City of Eugene Code implementing the state law Local Option; and

Exhibit 5 - City of Salem Enabling Ordinance (Ordinance Bill No. 29-17) implementing the state law Local Option.

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

In addition to the Exhibits submitted by CCSF, staff believes that the following Exhibits would be helpful to the City Council:

Exhibit 6 - City of Salem Property Tax Exemption Application Form (Sample)

Exhibit 7 - City of Salem Resolution Approving Property Tax Exemptions (Sample)

Exhibit 8 - City of Salem Staff Report Regarding Property Tax Exemptions (Sample)

Exhibit 9 - ORS 307.540 to ORS 307.548

DISCUSSION:

ORS 307.540 to ORS 307.548

In 1985, the Oregon legislature enacted the Nonprofit Corporation Low Income Housing Tax Exemption "Local Option" process (ORS 307.540 to ORS 307.548; see attached Exhibit 9). Although there have been modifications over the last 35 years, something that has remained consistent is that implementation of this tax exemption requires the exercise by the City of a state law "Local Option." The state law Local Option can be exercised by the adoption of an Enabling Ordinance allowing eligible nonprofits to apply for a property tax exemption.

Key Provisions of ORS 307.540 to ORS 307.548

The state law (ORS 307.540 to ORS 307.548) can be summarized as follows:

- The statute is applicable to cities and counties (ORS 307.540 (1)).
- What constitutes "low income" is specified in the statute (ORS 307.540 (2)).
- The statute now "sunsets" (ceases to exist) in 2029.
- State mandated criteria are specified for the exemption (ORS 307.541).
- The exemption only applies to the City's tax levy unless taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 to 307.548, when combined with the City of Woodburn's rate of taxation, equal 51 percent or more of the total combined rate of taxation on the property. In this situation, the exemption shall apply to the tax levy of all taxing districts.
- The corporation seeking the exemption must file an application for exemption for each tax year showing it meets the criteria (ORS 307.545).

Enactment and Application of an Enabling Ordinance

If the City Council decides it wants to implement the state law Local Option, in accordance with the CCSF proposal, the first step would be to direct staff to draft an

Enabling Ordinance. The City of Salem Enabling Ordinance is straightforward and could be used as a model (see Exhibit 5). If the City Council were to enact an Enabling Ordinance, this ordinance would constitute “municipal legislation” that must be applied fairly and evenly to all qualifying nonprofit providers of low income housing. The Enabling Ordinance would establish specified requirements (based upon the state statute) for any eligible nonprofit housing organization to meet. If the organization met the requirements, then it would be entitled to receive a property tax exemption. The only discretion provided to the City Council is whether the applicant has met the criteria or not.

Councilors should know that future nonprofit housing organizations who construct new properties or acquire existing properties, would be eligible to apply for and receive a property tax exemption if they meet established criteria. For instance, the Economic and Community Development staff has met with representatives of a nonprofit housing organization that is proposing approximately 285 units of affordable housing in Woodburn. This project is in the preliminary phase and no land use application has yet been filed. However, should it come to fruition, it would likely be eligible for a property tax exemption under the Local Option process.

Frequently Asked Questions (FAQs):

Since understanding the property tax exemption process can be challenging, staff believed that including some FAQs could be helpful.

Question 1: What is the applicable process under state law for the City Council to grant a property tax exemption for a nonprofit corporation providing low-income housing?

Answer: If the City Council decides to implement this tax exemption under the Local Option provided by state law, the City must first adopt an Enabling Ordinance with certain mandatory provisions (ORS 307.540 to 307.548). Deciding to draft an Enabling Ordinance is a policy decision for the City Council. Staff would draft an Enabling Ordinance if a majority of the City Council voted to do this.

Question 2: What provisions would an Enabling Ordinance contain?

Answer: If a majority of the City Council makes the policy decision to proceed with an Enabling Ordinance, staff recommends using the City of Salem ordinance (see Exhibit 5) as a model. It is straightforward and consistent with the state law.

Question 3: Would an Enabling Ordinance govern the tax exemption for a particular property?

Answer: Yes, in the sense that the provisions of the Enabling Ordinance (and the state law) govern eligibility for a property tax exemption. However, both the Enabling Ordinance and ORS 307.545 require that the corporation seeking the property tax exemption file an application. If the property tax exemption application is granted by the City, the City Council would pass a resolution specifying the real property where the exemption applies.

Question 4: Would the property tax exemption for a specific property automatically be renewed for the next tax year?

Answer: No. As mentioned, the applicable statute requires that each property tax exemption be requested one tax year at a time. To comply with the statute, the City of Salem Enabling Ordinance requires that the nonprofit corporation annually certify to the City that it continues to qualify for the exemption.

Question 5: If an Enabling Ordinance is enacted, how are the other taxing districts affected?

Answer: This is specifically answered by ORS 307.543. The exemption provided by the Enabling Ordinance only applies to the tax levy of the City of Woodburn, unless taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 to 307.548, when combined with the City of Woodburn's rate of taxation, equal 51 percent or more of the total combined rate of taxation on the property. In this situation, the exemption shall apply to the tax levy of all taxing districts.

Question 6: Can the property tax exemption be specifically conditioned by the City Council so that the rent of tenants in low-income housing is reduced or will the exemption just benefit the nonprofit corporation?

Answer: No. The qualifying nonprofit corporation is the recipient of the property tax exemption pursuant to the state statute. The City cannot legally require the nonprofit corporation to reduce tenant rent.

Question 7: Is it possible for the City Council to grant a property tax exemption for only a certain percentage of the tax due?

Answer: No. Pursuant to the state law, a property tax exemption (for the entire amount of City tax) must be granted or denied.

FINANCIAL IMPACT:

Currently, CCSF operates Villa Esperanza, a 16 unit multi-family affordable housing complex located in Woodburn. According to CCSF, Villa Esperanza's current property tax bill totals is \$1,824.65 with the City of Woodburn property tax allocation being \$548.71. This is based on a Marion County Property Tax Assessment created prior to CCSF improvements of approximately \$2 million. CCSF estimates that their new assessed value will increase their annual property tax costs to upwards of \$25,000 annually. Because a new appraised value and property tax assessment has not yet occurred, the exact future property tax liability associated with Villa Esperanza is not yet known.

Additionally, if an Enabling Ordinance were enacted by the City Council, it is likely that other nonprofit housing entities (such as the 285 unit project mentioned above) could be granted property tax exemptions. The future financial impact of the property tax exemptions for these other qualified entities cannot yet be calculated.

Exhibit 1

*We support and assure the financial sustainability of CCS and its programs, develop and offer affordable housing, and develop and maintain facilities to house CCS programs.
The CCSF Property Division owns and manages 250 units of affordable housing.*

August 27, 2019

Scott Derickson
City Of Woodburn

Dear Mr. Derickson,

BACKGROUND:

Catholic Community Services Foundation (CCSF) has been providing low-income housing since 2007 and serving the Washington and Nellie Muir Elementary School area since 2013. Villa Esperanza, 1245-1255 E Lincoln St, which was named by the Woodburn community, has 16 family units (4 2-bdrm and 12 3-bdrm apartments) for low-income families and a manager's unit. The complex is an innovative approach to quality, affordable, supported housing. In addition to stable housing, families need accessible services. Therefore, a certified community health worker through CCS's Fostering Hope Initiative is on-site to help stabilize families in crisis and work with them towards safe, stable, nurturing environment for their children. The Certified Community Health Worker, Erica Chavez, is a full-time bilingual employee that coordinates the Fostering Hope Initiative in the Woodburn area with community partners.

NOTE: *Low-income/affordable housing units are a different classification than farm worker housing.*

Because of the recognized value of having services offered on-site not only for the residents but the community CCSF made the investment to incorporate a community room, community kitchen, and coordinate Fostering Hope Initiative services from the Villa Esperanza site.

Property tax exemption for low-income housing complexes operated by non-profit organizations was challenged by Oregon tax assessors in 2012. As a result properties exempt at the time were "grandfathered" until 2022 and a legislative task force was charged with developing a viable long-term solution. Therefore, **any new low-income housing properties built by non-profit organizations after 2012 are NOT exempt from property tax.**

NOTE: *Farm worker housing was not included in the challenge and are still tax-exempt as are the low-income housing complexes operated by non-profit organizations and built prior to 2012.*

To equal the playing field for properties built by non-profit organizations both before and after 2012, and, when needed, to encourage non-profit organizations to provide additional low-income housing, many Oregon cities and counties have adopted a local option that allows non-profit organizations to **apply** for property tax exemptions on properties built after 2012.

CCSww.org

P.O. Box 20400, Salem, OR 97307 | 503-390-2600



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Catholic
Charities
USA.



Catholic
Charities
Oregon



Marion County Board of Commissioners and City of Salem Council adopted Local Option ordinances and applications on 11/22/2017 and 1/8/2018 respectively.

For a city or county to adopt an ordinance concurrence from taxing districts receiving 51% of the tax dollars must be received. In addition, the non-profit organization would still need to apply ANNUALLY and prove their adherence to low-income housing requirements outlined in the language in order to justify this waiver.

Property tax data for Villa Esperanza, low-income/affordable housing complex which opened in December 2018 at 1245-1255 E Lincoln St is below:

(*property has not been reassessed since renovations made. CCSF renovation costs exceeded \$4 million. According to a Marion County tax appraiser if the property were assessed for \$2 million, the taxes in Woodburn would be slightly over \$25,000):

- | | |
|--|-------------|
| • 2018-19 Total Property Taxes | \$1,824.65* |
| • 2018-19 Property Taxes dedicated to City of Woodburn | \$584.71 |

SPECIFIC REQUEST:

CCSF is requesting the City of Woodburn to adopt the same local option provision as Marion County, Polk County, the City of Salem and many other municipalities across the state that will allow non-profit organizations to apply for property tax exemption for low-income housing units built/acquired AFTER 2012.

Providing low-income housing is not a profitable venture and sometimes breaking even can be a challenge even without the burden of property taxes. Your assistance will provide needed relief and aid in our ability to continue to offer services and low-income housing in the Woodburn community.

For additional information please feel free to contact me directly at jseymour@ccswv.org (503) 485-5973 or jackiefranke@comcast.net (503) 999-2761. Thank you.

Sincerely,

Jim Seymour
Executive Director

CCSww.org

P.O. Box 20400, Salem, OR 97307 | 503-390-2600



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Exhibit 2

Local Option – Property Tax Exemption for Low-Income, Affordable Housing

Overview of Villa Esperanza (Hope Villa) Affordable Housing for Low-Income Families

Catholic Community Services Foundation (CCSF) has been providing low-income housing since 2007 and serving the Washington and Nellie Muir Elementary School area since 2013. Villa Esperanza, which was named by the Woodburn community, has 16 units (4 2-bdrm and 12 3-bdrm apartments) for low-income families, a manager's unit, community room and community kitchen. The complex is an innovative approach to quality, affordable, supported housing. In addition to stable housing families need accessible services therefore a certified community health worker through CCSF's Fostering Hope Initiative is on-site to help stabilize families in crisis and work with them towards safe, stable, nurturing environment for their children.

NOTE: Low-income/affordable housing units are a different classification than farm worker housing.

Problem:

- Providing low-income housing is not a profitable venture and sometimes breaking even can be a challenge even without the burden of property taxes.
- Non-profit organizations offering low-income affordable housing built **PRIOR** to 2012 do not pay property taxes on those facilities.
- In 2012 Oregon Courts referred the property tax exemption issue for non-profit organizations offering low-income/affordable housing to the Oregon Legislature. The Legislature 'grandfathered' property tax exemption for facilities established PRIOR to 2012 and appointed a task force to consider a solution by 2022.
- In the meantime, any new construction or acquisition of low-income/affordable housing by non-profit organizations **AFTER** 2012 must pay property taxes.

Solution:

- Providing a property tax exemption for non-profit organizations who have attempted to meet the needs of communities **AFTER** 2012 will 'level the playing field' for them with non-profit organizations with similar facilities established PRIOR to 2012.
- A municipality has the power to adopt a **LOCAL OPTION** that allows non-profit organizations that meet strict service and applicant requirements to **apply annually** for property tax exemptions for low-income/affordable housing constructed/acquired after 2012.

Financial Impact (known):

- Villa Esperanza, 1245-1255 E Lincoln St 2018-19 Property Tax Statement = \$1,824.65 with \$548.71 dedicated to the City of Woodburn. The property will be reassessed in the future and could raise to \$25,000.
- Currently, All FWDC low-income/affordable housing properties are exempt from property taxes.
- FWDC has a 44 unit facility under construction. Twenty two (22) units will be farm worker housing and will be property tax exempt. Twenty two (22) units will be low-income/affordable housing and **NOT** exempt from property taxes since they are being constructed **AFTER** 2012. No property taxes have been assessed at this time and it is unknown when construction and occupancy will be complete.

If Local Option is Adopted by City of Woodburn:

- Eligible Applicants must be non-profit organizations exempt from federal income tax and upon liquidation distribute remaining assets to another tax exempt charitable organization or the State of Oregon.
- Non-profit applicants must apply annually to the governing agency and certify compliance with state and federal low-income housing regulations.
- Non-profit applicants must describe annually how the exemption will benefit the project residents.
- Non-profit applicants must have concurrence from taxing districts that receive a total of 51% of the property tax dollars for each property in question.

CCSF will request the City of Woodburn adopt the same local option provision as Marion County, Polk County, the City of Salem and many other municipalities across the state that will allow non-profit organizations to **APPLY** for property tax exemption for low-income housing units built/acquired **AFTER** 2012.

Exhibit 3

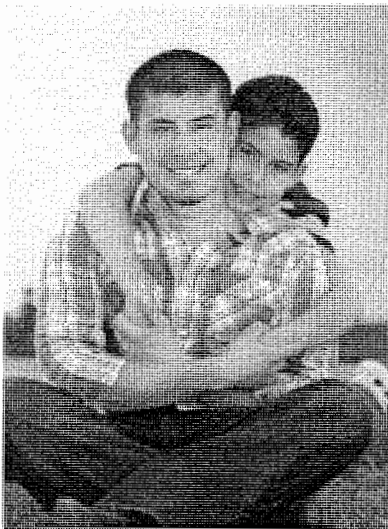
Historical and current data regarding Catholic Community Services Woodburn Connections

<https://www.ccsww.org/home-page/childrenfamilies/fostering-hope-initiative/>

- 1980's - CCS opens our first Community Home in Woodburn for individuals who experience developmental and intellectual disabilities.
- 1990's - CCS opens Work Options, a program providing supported employment for those with intellectual and developmental disabilities.
- 2010's - CCS launches Fostering Hope Initiative* in Woodburn with Woodburn community partners.
- 2018 - CCSF opens Villa Esperanza which also houses a Certified Community Health Worker who works with families to access health care, parenting classes, counseling and other community resources. The facility was built with a community room for coordination of activities and classes.

*Fostering Hope Initiative (FHI) is an approach Catholic Community Services has adopted to strengthen families, mobilize neighborhoods and promote optimum child and adult development.

Catholic Community Services presently coordinates the Initiative in eight neighborhoods, including in Woodburn - the Washington and Nellie Muir Elementary School neighborhoods.



Imagine... every child and adult in every neighborhood growing up in a safe, stable, nurturing home, enjoying good health, succeeding in school or work, and continuing on to financial sufficiency. This is the vision of the Fostering Hope Initiative (FHI).

CCS serves as the lead partner for this neighborhood-based collective impact initiative. It is a partnership of government, public and private organizations joining together with a common goal.

FHI operates in high poverty, high need neighborhoods. Each FHI Neighborhood is staffed with a Certified Community Health Worker who works with families and community partners to help support strong families and safe, healthy neighborhoods.

NOTE: Activities at Villa Esperanza are NOT limited to Villa Esperanza residents. Referrals are received from schools, other non-profit organizations, and word-of-mouth.

The FHI Certified Community Health Worker is housed at Villa Esperanza. She, Erica Chavez, is a bilingual, permanent full-time employee who assists families access services to meet their family's needs and provide information and resources related to:

Childcare	Education	Health & Wellness	Pregnancy
Clothing	Employment	Housing	Transportation
Counseling	Financial Literacy	Legal	Utilities
Dental Services	Food	Medical Services	

Ms. Chavez also is certified to assist all families in completing Oregon Health Plan applications through Oregon Department of Human Services.

Partners include: Court Appointed Special Advocates (CASA) of Marion County, Catholic Community Services, Mid-Willamette Valley Community Action Agency, Family Building Blocks, Mano a Mano, Northwest Human Services, Salem Leadership Foundation, Marion & Polk Early Learning Hub, inc., Marion County Health Department, and Oregon Department of Human Services.

Currently Ms. Chavez also assists in coordinating neighborhood Community Cafes where families participate in guided conversations based on the Strengthening Families Protective Factors Framework. She also coordinates activities and events; ie free Zumba classes at Villa Esperanza are held thanks to a Marion County grant. Because Villa Esperanza has a community kitchen free healthy cooking classes through Early Learning Hub will begin in the fall. In mid August Ms. Chavez encouraged families in need to attend the Salvation Army's Back-to-School Fair to receive free school supplies.

FHI Impact 2016-2017 Highlights




89
pregnant
and parenting
women & teens
supported



649
parents
attended
Community
Cafes



1,805
nights & days of
Respite Care
provided to families



168
parents attended
Parenting Education
Classes



81
families received assistance
to improve their current
Housing or move into Safe
& Affordable Housing



377
Classes & Community Activities
attended by 6,076 adults and

FHI Brochure | FHI Service Overview | FHI Partners | Safe Families for Children
Fr. Taaffe Homes and Pregnancy Support Services | Strengthening, Preserving and Reunifying Families
Support our work

Exhibit 4

Eugene Code

Cooperative Housing Program

2.910 **Low Income Housing Tax Exemption - Definitions.** For purposes of sections 2.912 to 2.922 of this code, the following words and phrases mean:

City manager. The city manager of the city of Eugene, or the manager's designee.

Eligible corporation. A corporation which is exempt from income taxes under 26 U.S.C. 501(c)(3) or (4) as amended before December 1, 1984, and which demonstrates that upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon.

Eligible property. Property within the limits of the city of Eugene which is: owned or being purchased by an eligible corporation; actually and exclusively used for the purposes described in 26 U.S.C. 501(c)(3) or (4); and, occupied by low income persons. For the purposes of this section property will be deemed to be occupied by low income persons if it is made available and reserved exclusively for low income persons and has been occupied by a low income tenant within the last six months. Only that portion of the real property and improvements located thereon that is occupied by low income persons shall be eligible property.

Low income. Income at or below 60 percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development.

Owner or owned. The owner or purchaser of property for which an exemption is sought. For purposes of this section a corporation which has only a leasehold interest in property is deemed to be a purchaser of that property if:

- (a) The corporation is obligated under the terms of the lease to pay the ad valorem taxes on the real and personal property used to provide low income housing; or
- (b) The rent payable by the corporation has been established to reflect the savings resulting from the exemption from taxation.

(Section 2.910 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989; and amended by Ordinance 19967, enacted June 13, 1994.)

2.912 **Low Income Housing Tax Exemption - Application for Exemption.**

- (1) An eligible corporation seeking tax exemption for eligible property shall submit an application on a form provided by the city manager and pay the fee set by the city manager pursuant to section 2.020 of this code. The application shall contain the following information:

Eugene Code

- (a) The applicant's name, address, and telephone number;
 - (b) The assessor's property account number for each parcel of eligible property for which application is being made;
 - (c) The number of units and the exempted amount of each parcel which is in part eligible property, and the portion of the parcel which will be eligible property;
 - (d) A description of the property for which the exemption is requested;
 - (e) A description of the charitable purposes of the project and whether all or a portion of the property is being used for that purpose;
 - (f) A certification of income levels of low income occupants and a declaration that the income levels of all occupants of the property for which the exemption is being applied, at the time of the application or within 30 days of the filing of the application are at or below 60 percent of the area median income as determined by the State Housing Council based on information from the United States Department of Housing and Urban Development;
 - (g) A description of how the tax exemption will benefit project residents;
 - (h) A declaration that the corporation is an eligible corporation; and
 - (i) Such other information as requested by the city manager.
- (2) The applicant shall verify the information in the application by oath or affirmation.
 - (3) An application which does not contain all the information required by this section and not accompanied by payment of the proper fees shall be returned. Any application returned for these reasons shall be deemed not to have been filed.
 - (4) An application must be filed on or before the March 1 of the assessment year for which the exemption is applied, except that when the property designated in the application is acquired after March 1 and before July 1, the claim for that year shall be filed within 30 days after the date of acquisition.

(Section 2.912 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989; amended by Ordinance No. 19854, enacted May 26, 1992; and Ordinance 19967, enacted June 13, 1994.)

2.914 Low Income Housing Property Tax Exemption - Review of Application.

- (1) Applications for the low income housing property tax exemption shall be filed with the city manager.
- (2) The city manager shall process each application and the manager shall make a written recommendation to the council in sufficient time to allow the council to act within 30 days of the filing of the application.
- (3) The city manager shall recommend approval and the council shall grant an annual exemption for any eligible property owned by an eligible corporation.
- (4) Upon receipt of the city manager's written recommendation, the council

Eugene Code

shall consider the application. At that meeting the council shall determine if the applicant qualifies for the exemption. If the council allows the exemption, the council shall adopt a resolution approving the application, which contains findings on the approval criteria and certifies to the Lane County Tax Assessor that all or a portion of the property for which application was made shall be exempt from the ad valorem property tax levy of the city of Eugene.

(Section 2.914 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989.)

2.916 Low Income Housing Property Tax Exemption - Annual Application Renewal.

- (1) Applicants who have received a property tax exemption under section 2.912 of this code must reapply each year, following the procedures set forth in section 2.912, no later than March 1 in order to be qualified for property tax exemption for the following tax year.
- (2) Applicants for property tax exemption under section 2.912 of this code shall apply for, and may be eligible for property tax exemptions for tax years beginning on or after July 1, 1994, and before July 1, 2014.

(Section 2.916 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989; amended by Ordinance No. 19854, enacted May 26, 1992; Ordinance 19967, enacted June 13, 1994; and Ordinance No. 20472 enacted April 13, 2011, effective May 15, 2011.)

2.918 Low Income Housing Property Tax Exemption - Regulatory Power. The city manager may issue rules necessary for the implementation of sections 2.910 to 2.922 by following the process set out in section 2.019 of this code.

(Section 2.918 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989; and administratively amended by Ordinance No. 19742, enacted January 14, 1991.)

2.920 Low Income Housing Property Tax Exemption - Assessment Exemption.

- (1) Property for which an application for a property tax exemption has been approved under the provisions of sections 2.910 to 2.922 shall be exempt from ad valorem taxation for one tax year beginning on or after July 1 of the year immediately following the calendar year in which construction is completed, determined by that stage in the construction process when, pursuant to ORS 307.330, the property would have gone on the tax rolls in the absence of the exemption. The exemption provided for herein shall be in addition to any other exemption provided by law.
- (2) Applications for property tax exemption under section 2.912 shall apply to and may be approved for tax years beginning before July 1, 2014.

(Section 2.920 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989; amended by Ordinance No. 19854, enacted May 26, 1992; Ordinance 19967, enacted June 13, 1994; and Ordinance No. 20472 enacted April 13, 2011, effective May 15, 2011.)

Eugene Code

2.922 Low Income Housing Property Tax Exemption - Termination.

- (1) If, after a certificate of qualification approving the exemption has been filed with the county assessor, the city manager finds that non-compliance has occurred or that any provision of sections 2.910 to 2.922 is not being complied with, the city manager shall give notice in writing to the owner, mailed to the owner's last known address, of the proposed termination of the exemption. The notice shall state the reasons for the proposed termination of exemption and require the owner to appear before the council to show cause at a specified time, not more than 20 days after mailing of the notice, why the exemption should not be terminated.
- (2) If the owner does not appear or if the owner appears and fails to show cause why the exemption should not be terminated, the exemption shall be terminated. A copy of the termination shall be filed with the county assessor and a copy sent to the owner at the owner's last known address, within ten days after its adoption.
- (3) If the council finds that the non-compliance was due to circumstances beyond the control of the owner, and that the owner had been acting and could reasonably be expected to act in good faith and with due diligence, the council may continue the exemption or some portion for the duration of the current application.
- (4) All reviews of council action in denying, approving or terminating an exemption shall be governed by the procedures set forth in ORS 34.010 to 34.100 and correction of assessments and tax rolls and the evaluation of the property shall be in conformity with subsection (2) of ORS 307.680. The council's action on an exemption shall not be a land use decision for purposes of administrative review.

(Section 2.922 added by Ordinance No. 19595, enacted February 13, 1989, effective March 15, 1989.)

2.925 Municipal Condemnation - Moving Expense.

- (1) Whenever the city appropriates to a public use real property which is then occupied by any person or persons for residential purposes, the finance officer is authorized to compensate such persons the actual and reasonable costs, not exceeding \$200.00, of moving such persons' household goods, as approved by the city manager.
- (2) The moving cost expenditure is hereby declared to be a part of the cost of acquisition of real property for public purposes and/or for a public improvement and such moving cost is hereby declared to be a cost of any public improvement that may be charged to and assessed against real property improved thereby.

(Section 2.925 added by Ordinance No. 16270, enacted July 12, 1971.)

2.926 Municipal Condemnation - Housing Information. The city shall provide every person referred to in section 2.925, continuously from a date at least 60 days prior to the time the person is required to move until the person has

Exhibit 5

ORDINANCE BILL NO. 29-17

AN ORDINANCE RELATING TO PROVIDING FOR A PROPERTY TAX
EXEMPTION FOR CERTAIN LOW INCOME HOUSING NON-PROFIT OWNERS;
CREATING NEW PROVISIONS; AND DECLARING AN EMERGENCY.

The City of Salem ordains as follows:

Section 1. Findings. This ordinance is in the best interest of the City of Salem because it implements a Nonprofit Corporation Low Income Housing tax exemption authorized by ORS 307.540 to 307.548, and will lower costs for certain providers of low income housing, which is an identified need in the community.

Section 2. Sections 2.850 through 2.910 are added to and made a part of the Salem Revised Code, Title I - Government, Chapter 2 as set forth herein.

Sec 2.850 to 2.910 are created to read:

Sec. 2.850. Exemption created. Sec. 2.850 to 2.910 may be referred to as the "Salem Nonprofit Corporation Low Income Housing Tax Exemption Program."

(a) The provisions of ORS 307.540 to 307.548 are hereby adopted, and there is created, as set forth in this chapter, an exemption from property tax from certain nonprofit owners of low-income housing, for the purpose of encouraging the preservation, maintenance, and development of low-income housing within the city of Salem.

(b) The Director shall have the authority to promulgate rules and guidelines consistent with this chapter to implement Sec. 2.850 to 2.910, including, the authority to impose additional criteria and requirements for eligibility for exemption on a case-by-case basis, which are consistent with the purpose and intent of the Program.

Sec. 2.860. Definitions. Unless the context otherwise specifically requires, terms used in sections 2.850 – 2.910 shall have the meanings set forth in this section;

Low income. Income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development.

Sec. 2.870. Criteria for Exemption.

(a) A property is exempt from property taxation as provided by sec. 2.850 – 2.910 if:

1 (1) The property is owned or being purchased by a corporation described in
2 section 501(c)(d) or (4) of the Internal Revenue Code that is exempt from income
3 taxation under section 501(a) of the Internal Revenue Code;

4 (2) Upon liquidation, the assets of the corporation are required to be applied first
5 in payment of all outstanding obligations, and the balance remaining, in cash and in
6 kind, to be distributed to corporations exempt from taxation and operated exclusively
7 for religious, charitable, scientific, literary or educational purposes or to the State of
8 Oregon;

9 (3) At the time the application is filed, the property is:

10 (A) Occupied by low income persons; or

11 (B) Held for a period not to exceed two years from the date the exemption
12 is granted, for the purpose of developing low income housing.

13 (4) The property or portion of the property receiving the exemption, if occupied,
14 is actually and exclusively used for the purposes described in section 501(c)(3) or (4)
15 of the Internal Revenue Code;

16 (5) The property, at the time of application, and throughout the period of
17 exemption, is maintained in a safe and habitable condition;

18 (6) Within 30 days of the date the exemption is granted by Council, the owner of
19 the property has established, and shall maintain for the period of the exemption, a
20 capital reserve for the property of at least \$100 per housing unit per month. The
21 Director may periodically adjust the required minimum reserve amount per housing
22 unit;

23 (7) The property, and uses on the property, at the time the application is filed, and
24 throughout the period of exemption comply with all applicable laws, regulations, and
25 Council policies; and

26 (8) The exemption has been approved as provided in Sec. 2.900 of this chapter.

27 (b) For purposes of subsection (1) of this section, a corporation that has only a
28 leasehold interest in property is deemed to be a purchaser of that property if;

29 (1) The corporation is obligated under the terms of the lease to pay the ad valorem
30 taxes on the real and personal property used in this activity on that property, or

1 (2) The rent payable by the corporation has been established to reflect the savings
2 resulting from the exemption from taxation.

3 (c) A partnership shall be treated the same as a corporation to which this section
4 applies if the corporation is a general partner of the partnership, and responsible for the
5 day-to-day operation of the property that is the subject of the exemption.

6 **Sec. 2.880. Length of exemption; limited to levy of the City; exception.**

7 (a) An exemption granted by the City under Sec. 2.900 shall be valid for a maximum
8 period ten years from the date of the determination by Council at which time the
9 exemption shall automatically expire, unless terminated earlier as provided by law. An
10 exemption may not be renewed or reauthorized after the ten year period expires, without
11 express approval by Council.

12 (b) Except as set forth in subsection (c) of this Section, an exemption granted by the
13 City shall only apply to the tax levy of the City for the property.

14 (c) Pursuant to ORS 307.543, to permit the exemption applied for to apply to the
15 combined tax levy for the property of all applicable taxing districts, the City may submit
16 a request to the governing bodies of taxing districts for which the property is certified,
17 whose rate of taxation, when combined with the City's, equal 51 percent or more of the
18 total combined rate of taxation on the property granted exemption, to agree to the policy
19 of exemption.

20 **Sec. 2.890. Application for exemption; annual certification; when due.**

21 (a) Application for Exemption. Before a request for exemption will be considered, an
22 applicant must file an application for exemption with the Director, containing all
23 information and material necessary to consider the application, on or before September 1
24 of the year preceding the assessment year for which the exemption is sought. The
25 Director may, in the Director's sole discretion, grant a variance for good cause shown to
26 allow a complete application to be filed after September 1. An application must contain
27 the following:

- 28 (1) A description of the property for which the exemption is requested,
29 (2) A description of the charitable purpose of the project and whether all or a
30 portion of the property is being used for that purpose;
(3) A certification of income levels of low income occupants,

- 1 (4) A description of how the tax exemption will benefit project residents,
- 2 (5) If, at the time the application is submitted, the property is being held for future
- 3 low income housing development, a declaration that;
- 4 (i) The low income housing development will be completed and a certificate
- 5 of occupancy obtained, for uses consistent with the exemption within two
- 6 years of the date the exemption is granted;
- 7 (ii) A description of the anticipated low income housing development,
- 8 (iii) The minimum number of housing units to be provided, and
- 9 (iv) Identification of any features or amenities that will be provided as part of
- 10 the development.
- 11 (6) A declaration that the corporation has been granted exemption from income
- 12 taxation under section 501(a) of the Internal Revenue Code as an organization
- 13 described in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code,
- 14 (7) A description of how the corporation and the property, respectively meet the
- 15 criteria set forth in Sec. 2.870 of this chapter,
- 16 (8) Any other information reasonably required by the Director,
- 17 (9) An oath or affirmation signed by a person with authority to bind the
- 18 corporation verifying the accuracy of the information submitted in the
- 19 application, and
- 20 (10) Payment of the applicable fees as set by resolution of Council.
- 21 (b) Annual certification; request for extension. After an exemption has been granted,
- 22 by September 1 of each year prior to the assessment year for which the exemption is
- 23 sought, the owner shall submit a request to the Director that the exemption be extended
- 24 for an additional year. The request must be accompanied by a certification from the
- 25 owner attesting that the property continues to comply with Council's determination
- 26 granting the exemption, and all the information and applicable fees identified in
- 27 subsection (a) of this section.
- 28 (1) After review of the request and inspection of the property, if the Director finds
- 29 that the property continues to meet the requirements of Council's
- 30 determination, the Director shall, in writing, grant the extension for an
- additional year.

1 (2) If the Director finds that the property no longer meets the requirements of
2 Council's determination, the Director shall submit a recommendation to
3 Council that the exemption be terminated pursuant to Sec. 2.910 of this
4 chapter.

5 (c) Applications for exemption and requests for extension will be reviewed for
6 completeness by the City, and untimely or incomplete applications or requests will be
7 rejected, and an explanation of the rejection provided to the applicant, which explains the
8 basis for the rejection and what information or materials must be submitted to make the
9 application complete.

10 **Sec. 2.900. Determination of eligibility, notice to county assessor.** Within 60 days of
11 receipt of a complete application for exemption, and any payment of fees due, the
12 Director shall;

13 (a) If the property is already developed with low income housing, schedule an
14 inspection of the property during normal working hours, and prepare written findings
15 determining whether the property is maintained in a safe and habitable condition,

16 (b) For all applications, prepare a report to Council, including preliminary findings
17 whether the application meets the criteria set forth in Sec. 2.870, and whether the
18 exemption should be granted.

19 (c) Within 120 days of the filing of a complete application and payment of the
20 applicable fees under Sec. 2.890 of this chapter, the Council shall adopt a resolution
21 determining whether the property shall be granted the exemption, and specifying;

22 (1) What portion of the property, if any, is exempt from taxation,

23 (2) Any conditions that shall be met to qualify for and maintain the exemption,
24 and

25 (d) If Council determines that the applicant qualifies for the exemption, Council shall
26 certify to the assessor of the county where the real property is located, as set forth in
27 307.512, that all or a portion of the property is exempt from taxation under the levy of the
28 City.

29 (e) Notwithstanding subsection (d) of this section, Council may send the certification
30 on or before the deadline specified in ORS 307.512, or as promptly as practicable after
making it determination, whichever is later.

(f) Upon issuance of Council's resolution granting an exemption, the applicant shall be approved to seek agreement to the policy of exemption from other taxing districts in order qualify for an exemption from the total combined rate of taxation on the property pursuant to sec. 2.880 of this chapter.

Sec. 2.910. Termination of exemption, additional taxes. If, after an exemption is granted, the property is being used for any purpose inconsistent with the Council's determination granting the exemption, the Director shall follow the procedures for termination set forth in ORS 307.548, except that any final decision to terminate an exemption shall be made by Council.

Section 3. Codification. In preparing this ordinance for publication and distribution, the City Recorder shall not alter the sense, meaning, effect or substance of this ordinance, but within such limitations, may:

- (a) Renumber sections and parts of sections of the ordinance;
- (b) Rearrange sections;
- (c) Change reference numbers to agree with renumbered chapters, sections or other parts;
- (d) Delete references to repealed sections;
- (e) Substitute the proper subsection, section or chapter, or other division numbers;
- (f) Change capitalization and spelling for the purpose of uniformity;
- (g) Add headings for purposes of grouping like sections together for ease of reference; and
- (h) Correct manifest clerical, grammatical or typographical errors.

Section 4. Severability. Each section of this ordinance, and any part thereof, is severable, and if any part of this ordinance is held invalid by a court of competent jurisdiction, the remainder of this ordinance shall remain in full force and effect.

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1 **Section 5. Emergency Clause.** This act being necessary for the immediate preservation of the
2 public peace, health and safety, an emergency is declared to exist, and this ordinance shall be in
3 full force and effect from and after the date of its passage.

4
5 PASSED by the City Council this _____ day of _____, 2018.

6 ATTEST:

7
8
9 City Recorder

10 Approved by City Attorney: _____

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12 Checked by:K.Retherford
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Exhibit 6

2020/21 Property Tax Exemption Application

Property Tax Exemption Program for
Low-Income Housing Held by
Charitable, Nonprofit Organizations*

**Applications must be received at the City of Salem
no later than 4:00 p.m. on
Friday, August 30, 2019.**

*Implementing provisions of ORS 307.540 - 548

Instructions

The Oregon legislature authorizes a property tax exemption for low-income housing held by charitable, nonprofit organizations.¹ The tax exemption is intended to benefit low-income persons² and is available for qualifying property located in the City of Salem. Specific provisions that govern the City of Salem's Nonprofit Corporation Low-income Tax Exemption Program are provided in the Salem Revised Code Sec. 2.850 to 2.910.

Application guidelines:

- Charitable, nonprofit organizations that provide housing to low-income persons are eligible.
- The organization must be certified by the Internal Revenue Services as a 501(c)(3) or 501(c)(4) (ORS 307.180).
- Organizations must own or have a leasehold interest in the property. In addition, your nonprofit organization can qualify if it participates as the general partner in a limited partnership who owns the property, so long as the nonprofit organization is responsible for the day-to-day management of the property. In this case, the limited partnership must be listed as the owner.
- The site must be able to show that it will be occupied during the eligible tax year by income-eligible households.
- Vacant land intended to be developed as low-income housing is eligible for the exemption provided under this program. **The maximum period for this exemption is 2 years.**
- Applicants who are leaseholders must have a signed leasehold agreement by the application deadline.
- Applications for new exemptions and renewal of existing exemptions must be made annually. Any renewal application for a property that has been previously exempted from taxation will be evaluated on criteria used to grant the original exemption. Applications for each year are due by September 1 for the upcoming year of requested exemption.
- The application for tax exemption is for property that is, or will be, owned or leased from July 1 through June 30 of the year for which the tax exemption is requested. **If the property changes ownership between July 1 and June 30 of the year for which the tax exemption is requested, the applicant must notify the City of Salem of the change in the status so that the continuing eligibility of the property can be evaluated.**

¹ ORS 307.540 – 307.548.

² "Low-income persons" are individuals earning 60% or less of the area median income. See attachment A (2019 Income Eligibility Schedule)

- Only the residential portion of property that is used to house low income people or property that is being held for future development as low-income housing. For example, the commercial space in a mixed-use building would not be eligible for the exemption.
- Property may qualify for exemption under this program when governing bodies and service districts representing 51% of the taxes levied on the property have formally agreed to the exemption.

Who administers the program?

The City of Salem will administer the program but coordinates closely with the Marion County Office of Assessment and Taxation. Please contact Renee Frazier at 503-540-2471 or email rfrazier@cityofsalem.net with questions.

How to apply?

Submit a **complete** and **accurate** application which includes **all** of the following information:

1. Complete Sections A and E for the applicant **organization**. Complete Sections B, C, and D for **each property** for which a property tax exemption is being requested.
2. All applications must be signed and **notarized** - Notarization (Section E) is required only for each organization and application, *not each property*.
3. **New applications must include a copy of IRS 501(c)(3) or (4) letter** certifying the applicant organization's eligible charitable nonprofit status. **If the nonprofit organization is a general partner in a limited partnership who owns the property, the nonprofit organization must be responsible for the day-to-day management of the property. In this case, the limited partnership must be listed as the owner.**
4. For the 2020/21 application cycle, applications must be received at the City of Salem no later than 4 p.m., Friday, August 30, 2019. Postmarks are not sufficient—applications sent by mail must be *received* by 4 p.m. on Friday, August 30, 2019. *Applications received after August 30, 2019 will not be accepted, and exemptions will not be granted.* For the 2020/21 application cycle, applications must be received at the City of Salem no later than 4 p.m. on Friday, August 30, 2019.
5. An application fee of \$50 is required to apply for this program or to recertify a previously exempted property.
6. An inspection fee of \$200 is required to apply for this program or to recertify a previously exempted property.

Submit applications to the address below:

City of Salem
Urban Development Department
c/o Renee Frazier
350 Commercial St. NE
Salem, OR 97301

Attachment A

2020-21 Income Eligibility Schedule Draft – Subject to Change

The following income eligibility schedule is to be used in determining the amount of eligible property. Only units which are intended for occupancy by households with incomes at or below these income guidelines are eligible for the exemption.

Household Size	Household Income Not to Exceed
³	
1	\$29,160
2	\$33,360
3	\$37,500
4	\$41,640
5	\$45,000
6	\$48,360
7	\$51,660
8	\$55,020

Note: Unoccupied housing units at the time of application may be included in the total eligible units if the applicant meets the following conditions:

- A. The units will be available exclusively to eligible low-income persons.
- B. The units are intended to be occupied within the tax year of the exemption.
- C. The applicant must provide a written statement to the effect of A and B above and attach it to the application. This statement must include the prior year's vacancy rate for the property, and an explanation as to what units are not occupied during the year. Chronic vacancy patterns due to property management or property condition may be grounds for denying an application or renewal request.

³ The schedule is based on 60% of the 2019 Salem MSA Income (\$69,400 for a family of 4), adjusted for household size, as determined by the U.S. Department of Housing and Urban Development.

Application Checklist

TO BE SUBMITTED WITH APPLICATION

_____ Completed Application:

_____ Section A

_____ Section B

_____ **Required Attachment** Capital Reserve Balance

_____ Section C

_____ **Required Attachment** Property Title Report no more than 30 days old or County Assessor record showing current ownership no more than 30 days old.

_____ Section D

_____ Section E

_____ **Required Attachment** IRS declaration of the status of applicant as a tax-exempt corporation under 26 U.S.C. Section 501 (c)(3) or (4).

Other Required Documents:

_____ Current Property Rent Roll

_____ Current Income Statement

_____ Application Fee

Application

Property Tax Exemption for Low-Income Housing Held By Charitable, Nonprofit Organizations

(Implementing Provisions of ORS 307.540 - 548)

(For Office Use Only)

_____, City of Salem, Oregon Date Received _____

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B - Property to be Considered for Exemption.....	2
C - Leasehold Interest in Eligible Property.....	3
D - Description of Charitable Purpose/Project Benefit.....	4
E - Declarations	5

Section A – General Information

Please check one:

- ☐ Original Application
☐ Renewal Application

Corporate Name: _____

Address: _____

Telephone Number: _____ / _____
Business Alternate Phone

Email Address: _____

Chief Executive Officer: _____

Contact Person Name and Number: _____

Section B - Property to be Considered for Exemption

(Sections B, C, and D must be filled out for each property for which you are requesting a tax exemption)

Owner of record: _____

Property Address: _____
(Physical address of the property for which you are seeking an exemption)

Property Tax Account Number(s): _____

City of Salem Ward: _____

Tax lot Account Number(s): _____

(Be sure to identify *all* account numbers for both land and improvements on the property for which you are requesting tax exemption. In some cases, land and improvements may have separate account numbers. The Property Tax Account Number(s) and the Tax lot Account Number(s) should be on your property tax statements.)

Total number of residential units in building(s): _____

Number of residential units occupied by low-income people: _____

Number of residential units occupied by people who are not low-income people: _____

Number of vacant residential units: _____

Is any portion of the building used for non-residential purposes, such as retail or office space not supporting residential use? Yes No

If yes, please explain.

Date when exemption was first granted for this property: _____
(For renewal applications only)

What is your capital reserve balance for maintenance and repairs? _____

Does this amount equal or exceed \$100 per unit per month per year? Yes No

Have you attached documentation to verify your capital reserve balance? Yes No

Section C - Eligible Property

Do you own the property in question? Yes No

A title report or County Assessor record, no more than thirty days old, is needed to document ownership. Have you provided documentation of ownership for the property?

Yes No

If you do not own the property, do you have leasehold interest in the property?

Yes No

If you have an ownership interest in the property, but your organization is not the record owner, describe your interest in the property. NOTE: Your nonprofit organization *must* be responsible for day-to-day operations in order to be eligible for exemption under this program. *Include that information in your description.*

If you have a leasehold interest, describe your interest and include a statement describing how, as the nonprofit organization, you are obligated under the terms of the lease to pay the ad valorem taxes on this property or other contractual arrangement such that the property tax exemption benefits accrue to the nonprofit agency and the residential tenants rather than the owner or corporation from whom you lease.

If the property is being held for future low-income housing development, describe the future development (number of units, units broken out by # of bedrooms, amenities available, etc.) and the income level(s) that will be served by the future development.

Section D - Description of Charitable Purpose/Project Benefit
(Use for multiple projects if same conditions apply)

Briefly describe your organization's charitable purpose:

Is the property being held for the purpose of developing low-income housing?

Yes No

The holding period may not exceed two years. When did the period begin?

Is all or a portion of the property is being used for the charitable purpose?

All Portion

If a portion, approximately what percentage of the property? _____

Will the cost savings resulting from the proposed tax exemption enable you to do the following:

Reduce the rents that your low-income residential tenants pay on the property in question? Yes No

If so, by approximately how much? _____

Provide greater services to your low-income residential tenants?

Yes No

If yes, in what way(s)?

Provide any other benefit to your low-income residential tenants?

Yes No

If yes, please explain.

If you lease the property identified in this application, please explain to what extent your lease agreement coincides with the timeframe of the qualifying tax year:

Section E – Declarations

1. I am aware of the requirements for tax exemption imposed by ORS 307.540 – 307.548 (Chapter 660 Oregon Laws 1985, as amended by Chapter 756 Oregon Laws 1987) and modified by Salem Revised Code Sec. 2.850 to 2.910 and I have attached the applicant corporation's IRS declaration of tax-exempt status under 26 U.S.C. Section 501 (c)(3) or (4).
2. I am aware that income-qualifying tenants must meet the established income guidelines and believe tenant incomes do not exceed these limitations.
4. To the best of my knowledge, the above-described property or properties qualify, or if vacant or under construction, will qualify for property tax exemption once occupancy is established.
5. I have read and understood the criteria, and I certify that the corporation meets the criteria.
6. I certify that the corporation has no outstanding liabilities with the City of Salem and that the corporation's properties are in compliance with City permitting and code requirements.
7. I agree that the City may, at its option, upon five (5) days' prior written notice to Applicant, inspect the premises at regular intervals to ensure the premises are maintained in decent, safe, and sanitary condition and to verify the accuracy of the reports required herein and compliance with other provisions of tax exemption criteria.
8. I understand that in order to claim this exemption after the initial year for which it has been granted, a Property Tax Exemption Recertification Application must be completed and filed annually by the applicable deadline.

9. All the information in this application is true to the best of my belief and knowledge, and is for the purpose of determining eligibility for the City of Salem's tax exemption program.

By: _____
Agency Chief Executive Officer (Signature)

Agency Chief Executive Officer (Print or Type)

For: _____
Corporate Name (Print or Type)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2019.

Notary Public for Oregon (Signature)

Notary Public for Oregon (Print or Type Name)

My Commission Expires _____

RESOLUTION NO. 2018-10

**A RESOLUTION OF THE CITY OF SALEM APPROVING PROPERTY TAX EXEMPTIONS
FOR NON-PROFIT LOW-INCOME HOUSING PROPERTIES**

Whereas, Ordinance No. 29-17 establishes a property tax exemption program for low-income housing nonprofit owners and will encourage low-income housing preservation and development by lowering costs for non-profit providers of low-income housing; and

Whereas, Ordinance No. 29-17 incorporates ORS 307.540 – 307.548, which includes the minimum state requirements for the program criteria and eligibility; and

Whereas, an application process was established for the program; and

Whereas, the application period ended on January 24, 2018, and seven applications were received; and

Whereas, the applications received for properties identified as:

Four Oaks Housing, 1051-1099 23rd Street SE, tax account R67385
Wallerwood LP, 1150 Waller Street, tax account R96741
Oakhill Associates, 3837 12th Ave, tax account R84895
Sunnyslope Associates, 1000 Cunningham Lane, tax account R93454

meet the program criteria as set forth in Ordinance No. 29-17 and ORS 307.540 – 307.548.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALEM, OREGON
RESOLVES AS FOLLOWS:**

Section 1. Property tax exemptions are approved for

Four Oaks Housing, 1051-1099 23rd Street SE, tax account R67385
Wallerwood LP, 1150 Waller Street, tax account R96741
Oakhill Associates, 3837 12th Ave, tax account R84895
Sunnyslope Associates, 1000 Cunningham Lane, tax account R93454

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 12th day of February 2018.

ATTEST:

City Recorder

Approved by City Attorney: _____

Checked by: K. Retherford

Exhibit 7

RESOLUTION NO. 2018-14

A RESOLUTION OF THE CITY OF SALEM APPROVING TWO PROPERTY TAX EXEMPTIONS FOR NON-PROFIT LOW-INCOME HOUSING PROPERTIES

Whereas, Ordinance No. 29-17 establishes a property tax exemption program for low-income housing nonprofit owners and will encourage low-income housing preservation and development by lowering costs for non-profit providers of low-income housing; and

Whereas, Ordinance No. 29-17 incorporates ORS 307.540 – 307.548, which includes the minimum state requirements for the program criteria and eligibility; and

Whereas, an application process was established for the program; and

Whereas, the application period ended on January 24, 2018, and seven applications were received; and

Whereas, the applications received for properties identified as:

Catholic Community Services Foundation, 2579-2587 Wallace Road, NW, tax accounts 241199 and 241201; Salem Self-Help Housing LLC, 539 Statesman St. NE, tax account R77381, and Cornerstone Apartments Limited Partnership, Rose Garden Street, NE, tax account R354287 and R354288, meet the program criteria as set forth in Ordinance No. 29-17 and ORS 307.540 – 307.548.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SALEM, OREGON RESOLVES AS FOLLOWS:

Section 1. Property tax exemptions are approved for;

Catholic Community Services Foundation, 2579-2587 Wallace Road, NW, tax accounts 241199 and 241201;

Salem Self-Help Housing LLC, 539 Statesman St. NE, tax account R77381, and

Cornerstone Apartments Limited Partnership, Rose Garden Street NE, tax account R354287 and R354288.

Section 2. This resolution is effective upon adoption.

ADOPTED by the City Council this 26th day of February 2018.


ATTEST:

City Recorder

Approved by City Attorney: _____

Checked by: K. Retherford

Exhibit 8



[Home](#)
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File #: 18-47 Version: 1

Type: Resolution Status: Agenda Ready

File created: 1/25/2018 In control: [City Council](#)

On agenda: 2/12/2018 Final action: 2/12/2018

Title: Property tax exemptions for qualifying non-profit, low-income housing Ward(s): All Wards Councilor(s): All Councilors Neighborhood(s): All Neighborhoods

Attachments: 1. [Resolution No. 2018-10](#), 2. [2018-19 Program Applications](#)

Related files:

File Text

TO: Mayor and City Council
THROUGH: Steve Powers, City Manager
FROM: Kristin Retherford, Urban Development Director

SUBJECT:
 title

Property tax exemptions for qualifying non-profit, low-income housing

Ward(s): All Wards
 Councilor(s): All Councilors
 Neighborhood(s): All Neighborhoods
 end

ISSUE:

Shall City Council adopt Resolution No. 2018-10 approving property tax exemptions for four low-income housing properties owned by nonprofit entities?

RECOMMENDATION:
 recommendation

Adopt Resolution No. 2018-10 (Attachment 1) approving property tax exemptions for four low-income housing properties owned by nonprofit entities.

body

SUMMARY AND BACKGROUND:

Staff has determined four applicants meet the program criteria:

- Four Oaks Housing, 1051-1099 23rd Street SE,
- Oakhill Associates, 3837 12th Ave,
- Sunnyslope Associates, 1000 Cunningham Lane, and
- Wallerwood LP, 1150 Waller Street.

Low-income housing was identified as a community need through the City's 2017 strategic planning process. On January 8, 2018, Council approved Ordinance No. 29-17 to establish a property tax exemption program for low-income housing owned by nonprofits, codified under SRC Sec. 2.850 to 2.910. The program is authorized by Oregon Revised Statutes (ORS) 307.540 - 307.548. The intent of this program is to encourage low-income housing preservation and development by lowering costs for non-profit providers of low-income housing.

If approved, the property will be exempt from City property tax for a period of up to 10 years. The owner may receive exemption from all property taxes on the property, if they obtain the approval of applicable taxing districts that constitute 51% of the property's tax liability. Property owners must annually certify they are in compliance with terms of Council's approval in order for the exemption to extend each year.

FACTS AND FINDINGS:

The City's program incorporates the requirements in State law, and as permitted by State law, includes certain additional requirements and guidance. Under the City's program, to qualify for a maximum 10 year property tax exemption, the property must be:

- 1) owned by a nonprofit, 501(c) (3) or (4), corporation under the Internal Revenue Code (certain exceptions apply as discussed below);
- 2) occupied by low-income persons, or held for the purpose of developing low-income housing, and must be actually and exclusively used for charitable purposes; and
- 3) maintained in a safe and habitable condition throughout the period of exemption.

The owner of the property, during the period of exemption, must maintain a capital reserve for the property of at least \$100 per housing unit per month.

Applications for this property tax exemption were received from:

- Catholic Community Services, 2579-2587 Wallace Road,
- Cornerstone Apartments Limited Partnership, Rose Garden Street,
- Four Oaks Housing, 1051-1099 23rd Street SE,
- Oakhill Associates, 3837 12th Ave,
- Salem Self Help Housing, 539 Statesman St,
- Sunnyslope Associates, 1000 Cunningham Lane, and
- Wallerwood LP, 1150 Waller Street,

The applications are included as Attachment 2.

Staff recommends denying a property tax exemption for Cornerstone Apartments, Limited Partnership. The property does not meet the eligibility requirements established in SRC 2.870 and ORS 307.541. The owner of the property is not a nonprofit corporation as defined by state law.

For a property to be eligible for the exemption, ORS 307.541 and SRC 2.870 provide that the property must be owned by a tax exempt 503(c) (3) or (4) corporation, or if the property is held by a partnership, as is the case for Cornerstone, the corporation must; (1) be a general partner of the partnership, and; (2) be responsible for the day-to-day operation of the property this is the subject of the exemption.

In this case, the property is owned by Cornerstone Apartments, Limited Partnership. The general partner of the limited partnership is Cornerstone Apartments, LLC. The sole member of the LLC is Community Resource Trust. While the Trust is a qualified 501(c) (3) corporation, it is not the general partner of the limited partnership. The LLC is the general partner. An LLC is a separate legal entity, even if its member is the same or closely related to another entity. Under state law, the applicant does not meet the criteria.

Staff is working with the following applicants to verify additional information relating to the minimum financial reserve criteria, and if needed documentation is provided, staff will return to City Council with an additional recommendation for approval:

- Catholic Community Services, 2579-2587 Wallace Road, and
- Salem Self Help Housing, 539 Statesman Street.

Following approval of the exemptions, the property owners will need to apply annually for certification, provide documentation to support that the property is occupied by low-income persons, and show how the exemption will benefit project residents. As the preservation of low-income housing is a key component of the proposed program, the property must be maintained in a safe and habitable condition.

A public notification effort will be undertaken for subsequent application cycles for this program. Future application cycles will occur annually during the summer with applications due prior to September 1 each year.

If approved by Council, the approved applicants may seek approval from other taxing districts in the area so that the subject properties may be exempt from their entire property tax levy.

Kristin Retherford
Urban Development Director

Attachments:

1. Resolution No. 2018-10
2. 2018-19 Program Applications

Exhibit 9

Nonprofit Corporation Low Income Housing

307.540 Definitions for ORS 307.540 to 307.548. As used in ORS 307.540 to 307.548:

(1) "Governing body" means the city or county legislative body having jurisdiction over the property for which an exemption may be applied for under ORS 307.540 to 307.548.

(2) According to the election of a governing body pursuant to ORS 307.543 (1), "low income" means:

(a) Income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; or

(b)(A) For the initial year that persons occupy property for which an application for exemption is filed under ORS 307.545, income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; and

(B) For every subsequent consecutive year that the persons occupy the property, income at or below 80 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development. [1985 c.660 §1; 1993 c.168 §7; 2005 c.94 §39; 2015 c.141 §1; 2015 c.180 §45]

Note: Section 6, chapter 660, Oregon Laws 1985, provides:

Sec. 6. ORS 307.540 to 307.548 apply to tax years beginning on or after January 1, 1985, and before July 1, 2027. [1985 c.660 §6; 1993 c.108 §1; 2003 c.215 §1; 2011 c.191 §1]

Note: Section 3, chapter 141, Oregon Laws 2015, provides:

Sec. 3. (1) A governing body that has adopted the provisions of ORS 307.540 to 307.548 before the effective date of this 2015 Act [October 5, 2015] may, on or after the effective date of this 2015 Act, elect a definition of "low income" under ORS 307.540 as amended by section 1 of this 2015 Act. An election made pursuant to this subsection applies to the first property tax year that begins on or after the date on which the election is made.

(2) If a governing body described in this section does not make an election under subsection (1) of this section, the definition of "low income" provided in ORS 307.540 as in effect immediately before the effective date of this 2015 Act shall apply to the exemption allowed by the governing body.

(3) This section is repealed on June 30, 2027. [2015 c.141 §3]

307.541 Nonprofit corporation low income housing; criteria for exemption. (1). Property is exempt from taxation as provided under ORS 307.540 to 307.548 if:

(a) The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code;

(b) Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon;

(c) The property is:

(A) Occupied by low income persons; or

(B) Held for the purpose of developing low income housing, for a period not exceeding a reasonable maximum period, if any, adopted by the governing body;

(d) The property or portion of the property receiving the exemption, if occupied, is actually and exclusively used for the purposes described in section 501(c)(3) or (4) of the Internal Revenue Code;

(e) The exemption has been approved as provided in ORS 307.547; and

(f) The information disclosed on the application filed pursuant to ORS 307.545 meets any other criteria adopted by the governing body.

(2) A governing body that adopts the provisions of ORS 307.540 to 307.548 may adopt additional criteria for exemption that do not conflict with the criteria described in subsection (1)(a) to (e) of this section.

(3) For the purposes of subsection (1) of this section, a corporation that has only a leasehold interest in property is deemed to be a purchaser of that property if:

(a) The corporation is obligated under the terms of the lease to pay the ad valorem taxes on the real and personal property used in this activity on that property; or

(b) The rent payable by the corporation has been established to reflect the savings resulting from the exemption from taxation.

(4) A partnership shall be treated the same as a corporation to which this section applies if the corporation is:

(a) A general partner of the partnership; and

(b) Responsible for the day-to-day operation of the property that is the subject of the exemption. [1985 c.660 §2; 1995 c.702 §2; 1997 c.752 §11; 2005 c.94 §40; 2015 c.310 §7]

Note: See first note under 307.540.

307.543 Exemption limited to levy of governing body adopting ORS 307.540 to 307.548; exception; additional provisions. (1) Except as provided in subsection (2) of this section, the exemption granted under ORS 307.540 to 307.548 applies only to the tax levy of a governing body that adopts the provisions of ORS 307.540 to

307.548. At the time of adoption, the governing body shall elect a definition of "low income" under ORS 307.540.

(2) The exemption granted under ORS 307.540 to 307.548 applies to the tax levy of all taxing districts in which property certified for exemption is located if, upon request of a governing body that has adopted the provisions of ORS 307.540 to 307.548, the rates of taxation of such taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 to 307.548, when combined with the rate of taxation of the governing body that adopts the provisions of ORS 307.540 to 307.548, equal 51 percent or more of the total combined rate of taxation on the property granted exemption.

(3) A governing body may adopt additional provisions relating to the exemption granted under ORS 307.540 to 307.548 that do not conflict with the provisions of ORS 307.540 to 307.548. [1985 c.660 §3; 2015 c.141 §2; 2015 c.310 §8]

Note: See first note under 307.540.

307.545 Application for exemption. (1) A corporation seeking the exemption granted under ORS 307.540 to 307.548 must file an application for exemption with the governing body for each assessment year the corporation wants the exemption. The application must be filed on or before March 1 of the assessment year for which the exemption is sought, except that when the property designated is acquired after March 1 and before July 1, the application for that year must be filed within 30 days after the date of acquisition.

(2) The application must include the following information, as applicable:

(a) A description of the property for which the exemption is requested;

(b) A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose;

(c) A certification of income levels of low income occupants;

(d) A description of how the tax exemption will benefit project residents;

(e) A description of the development of the property if the property is being held for future low income housing development;

(f) A declaration that the corporation has been granted exemption from income taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code; and

(g) A description of how the corporation and the property, respectively, meet any additional criteria adopted by the governing body pursuant to ORS 307.541 (2).

(3) The applicant shall verify the information in the application by oath or affirmation. [1985 c.660 §4; 1987 c.756 §15; 1993 c.108 §2; 1993 c.270 §25; 1997 c.541 §§133,133a; 2013 c.193 §7; 2015 c.310 §9]

Note: See first note under 307.540.

307.547 Determination of eligibility; notice to county assessor. (1) Within 30 days of the filing of an application under ORS 307.545, the governing body shall determine whether the applicant qualifies for the exemption granted under ORS 307.540 to 307.548.

(2)(a) If the governing body determines that the applicant qualifies, the governing body shall certify to the assessor of the county where the real property is located, as set forth in ORS 307.512, that all or a portion of the property is exempt from taxation under the levy of the certifying governing body.

(b) Notwithstanding paragraph (a) of this subsection, the governing body may send the certification required under this subsection on or before the deadline specified in ORS 307.512, or as promptly as practicable after making the determination under subsection (1) of this section, whichever is later.

(3) Upon receipt of certification sent pursuant to subsection (2) of this section, the county assessor shall exempt the property from taxation to the extent certified by the governing body. [1985 c.660 §5; 2013 c.193 §8; 2015 c.310 §10]

Note: See first note under 307.540.

307.548 Termination of exemption; additional taxes. (1)(a) If the governing body that has granted an exemption under ORS 307.540 to 307.548 to property in anticipation of future development of low income housing in connection with the exempt property finds that the property is being used for any purpose other than the provision of low income housing, or that any provision of ORS 307.540 to 307.548 is not being complied with, the governing body shall give notice of the proposed termination of the exemption to the owner, by mailing the notice to the last-known address of the owner, and to every known lender, by mailing the notice to the last-known address of every known lender.

(b) The notice required under this subsection shall state the reasons for the proposed termination and shall require the owner to appear at a specified time, not less than 20 days after mailing the notice, to show cause, if any, why the exemption should not be terminated.

(2) If the owner fails to appear and show cause why the exemption should not be terminated, the governing body shall notify every known lender, and shall allow any lender not less than 30 days after the date the notice of the failure to appear and show cause is mailed to cure any noncompliance or to provide assurance adequate to the governing body that all noncompliance will be remedied.

(3)(a) If the owner fails to appear and show cause why the exemption should not be terminated, and the lender fails to cure or give adequate assurance of the cure of any noncompliance, the governing body shall adopt an ordinance or resolution stating its findings that terminate the exemption.

(b) A copy of the ordinance or resolution required under this subsection shall be filed within 10 days after its adoption with the county assessor, and a copy shall

be sent to the owner at the owner's last-known address and to the lender at the last-known address of the lender within 10 days after its adoption.

(4) Upon the county assessor's receipt of the governing body's termination findings:

(a) The exemption granted the housing unit or portion under ORS 307.540 to 307.548 terminates immediately, without right of notice or appeal;

(b) The property shall be assessed and taxed as other property similarly situated is assessed and taxed; and

(c) Notwithstanding ORS 311.235, there shall be added to the general property tax roll for the tax year next following the presentation or discovery, to be collected and distributed in the same manner as other real property tax, an amount equal to the difference between the taxes assessed against the property and the taxes that would have been assessed against the property had it not been exempt under ORS 307.540 to 307.548 for each of the years, not to exceed the last 10 years, during which the property was exempt from taxation under ORS 307.540 to 307.548.

(5) Notwithstanding subsection (4) of this section, if at the time of presentation or discovery, the property is no longer exempt, additional taxes may be collected as provided in subsection (4) of this section, except that the number of years for which the additional taxes shall be collected shall be reduced by one year for each year that has elapsed since the year the property was last granted exemption, beginning with the oldest year for which additional taxes are due.

(6) The assessment and tax rolls shall show potential additional tax liability for each property granted exemption under ORS 307.540 to 307.548 because the property is being held for future development of low income housing.

(7) Additional taxes collected under this section shall be deemed to have been imposed in the year to which the additional taxes relate. [1997 c.752 §14; 2013 c.193 §17]

COUNCIL BILL NO. 3108

ORDINANCE NO. 2575

AN ORDINANCE ADOPTING AN UPDATED TRANSPORTATION SYSTEM PLAN AND ASSOCIATED WOODBURN COMPREHENSIVE PLAN TEXT AMENDMENTS (LA 2018-04)

WHEREAS, ORS 197.175 requires cities to prepare, adopt and implement Comprehensive Plans consistent with statewide planning goals adopted by the Land Conservation and Development Commission; and

WHEREAS, Oregon Statewide Planning Goal 12 requires cities, counties and the state to create a transportation system plan that takes into account all relevant modes of transportation: mass transit, air, water, rail, highway, bicycle and pedestrian; and

WHEREAS, the City applied for and received a grant from the State's Transportation and Growth Management Program to complete an update to the City's Transportation System Plan ("TSP") with associated Comprehensive Plan text amendments; and

WHEREAS, on August 9, 2019, the Planning Commission in conformance with WDO 4.01.09B. and 4.01.10B. held a public hearing and recommended approval of the TSP and certain text amendments to the Comprehensive Plan; and

WHEREAS, on September 9, 2019, the City Council held a public hearing, reviewed the record, accepted testimony and requested this Ordinance effecting the amendment (LA 2018-04); **NOW, THEREFORE**,

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. The Woodburn Transportation System Plan (September 2019) is hereby adopted as an element of the City's Comprehensive Plan as provided in Exhibit A which is attached hereto and incorporated herein.

Section 2. The former Woodburn Transportation System Plan (October 2005) is hereby repealed and replaced.

Section 3. The Comprehensive Plan is amended as specified in Exhibit B which is attached hereto and incorporated herein.

Section 4. For purposes of the Comprehensive Plan amendment (See Exhibit B), all new text is shown as underline (i.e. new text) and all deleted text is shown as stricken (i.e. ~~deleted text~~). After this ordinance amendment is adopted, the Community Development Director shall correct the Comprehensive Plan to incorporate all revisions contained herein.

Section 5. The legislative action taken by the Ordinance is explained and justified by the Findings and Analysis in Exhibit C which is attached hereto and incorporated herein.

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, 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



WOODBURN

Transportation System Plan

FINAL | SEPTEMBER 2019

WOODBURN TRANSPORTATION SYSTEM PLAN

Prepared For:

City of Woodburn

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Prepared By:

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851 SW 6th Avenue, Suite 600

Portland, OR 97204

(503) 228-5230

FINAL

September 2019

This Project is partially funded by a grant from the Transportation and Growth Management ("TGM") Program, a joint program of the Oregon Department of Transportation and the Oregon Department of Land Conservation and Development. This TGM grant is financed, in part, by federal Fixing America's Surface Transportation Act ("FAST Act"), local government, and the State of Oregon funds.

The contents of this document do not necessarily reflect views or policies of the State of Oregon.

Acknowledgements

The development of the Woodburn Transportation System Plan was guided by the Project Management Team (PMT) a Technical Advisory Committee, and a volunteer Citizen Advisory Committee (CAC). The City of Woodburn would like to thank each of these individuals who devoted their time, expertise, and insight into the development of the plan.

Project Management Team (PMT)

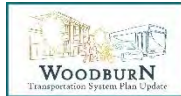
- Chris Kerr, City of Woodburn
- Eric Liljequist, P.E., City of Woodburn
- Michael Duncan, ODOT

Citizens Advisory Committee (CAC)

- Dawn Cole – Estates Officer
- Mark Hester – Business Representative
- Kari Pankey – Parks Board
- Charlie Piper – Planning Commission Chairperson
- Sharon Schaub – City Councilor
- Peter Skei – Industrial Property Representative
- Sheryl Southwell – Industrial Property Representative
- Elias Villegas – Chemeketa College
- John Zobrist - Citizen

Consultant Team Members

- Matt Hughart, AICP, Kittelson & Associates, Inc.
- Molly McCormick, Kittelson & Associates, Inc.
- Julia Kuhn, P.E., Kittelson & Associates, Inc.
- Adrienne DeDona, JLA Public Involvement
- Clinton "CJ" Doxsee, Angelo Planning Group
- Darci Rudzinski, AICP, Angelo Planning Group



CITY OF WOODBURN | TRANSPORTATION SYSTEM PLAN UPDATE

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1 INTRODUCTION

Why Create a Transportation System Plan?

Woodburn 2019

TSP Update Process

TSP Organization

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INTRODUCTION

WHY CREATE A TRANSPORTATION SYSTEM PLAN?

The Woodburn Transportation System Plan (TSP) is a long-range plan that sets the vision for the city's transportation system, facilities and services to meet state, regional, and local needs for the next 20 years. The TSP was developed through community and stakeholder input and is based on the system's existing needs, opportunities, and anticipated available funding. The plan also serves as the Transportation Element of the Woodburn Comprehensive Plan. The purpose of the 2019 TSP update is to address regulatory changes that have occurred in the region since the previous 2005 TSP, as well as to provide an updated list of projects to address local transportation needs and deficiencies.



Pedestrians in Downtown Woodburn



Playground Located Along the Existing
Section of Mill Creek Greenway

The TSP addresses compliance with new or amended Federal, State, and local plans policies, and regulations including the Oregon Transportation Plan (OTP), the State's Transportation Planning Rule (TPR), the Oregon Highway Plan (OHP), and presents the investments and priorities for the Pedestrian, Bicycle, Transit, and Motor Vehicle System.

WOODBURN 2019

As shown in Figure 1, the City of Woodburn lies in the Willamette Valley in Marion County, approximately 30 miles south of Portland and approximately 20 miles north of Salem. Initially starting as land purchased for a tree nursery, construction of the railroad led to rapid development and incorporation as a city in 1889. Further growth occurred as additional tracks and I-5 were constructed. Based on information from the Portland State University Population Research Center (PRC), Woodburn has an estimated 2016 population of 24,795 people, comprising 7.4% of Marion County's 333,950 residents. The community is known for its tourism, local events, and young and diverse population. Big attractions include the Woodburn Premium Outlets, several golf courses, Tulip Festival, Fiesta Mexicana, and the Woodburn Dragstrip with over 4.5 million visitors to the area each year.

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TSP UPDATE PROCESS

The TSP update process began with a review of local, regional, and statewide plans and policies that guide land use and transportation planning in the city. Goals and objectives were then developed collaboratively with the project's Citizens Advisory Committee (CAC) to guide the evaluation of the existing and future transportation system conditions as well as the development of planned improvements. An inventory of the multimodal transportation system was conducted to serve as the basis for the existing and future conditions analyses. The existing and future condition analyses focused on identifying gaps and deficiencies in the multimodal transportation system based on current and forecast future performances. For each gap and deficiency, a solution, or set of potential solutions, was identified to address the system needs. The solutions were then evaluated to determine the preferred solutions, which were prioritized through the public involvement process and organized into planned project lists. The culmination of the TSP update process is this document, which presents the plans and solutions identified to address the existing and future gaps and deficiencies in the city's transportation system.

Committees

The project team developed the TSP update in close coordination with city staff, along with representatives from the local community. One formal committee, referred to as the Citizens Advisory Committee (CAC), had a significant role in the TSP update process. The CAC consisted of local residents with an interest in transportation. The CAC provided technical guidance and coordination throughout the project. CAC members reviewed and commented on technical memorandums and participated in committee meetings and community meetings. The CAC served as the voice of the community and the caretakers of the goals and objectives of the TSP update.

Public Involvement

The Woodburn TSP is the result of a collaboration among various public agencies, the community, and the project team of city staff, Oregon Department of Transportation (ODOT), and consultants. The public involvement process consisted of continuous face-to-face interactions at multiple events. These events included three drop-in style and three on-line open houses spaced over the course of key project milestones. A detailed summary of the open house outreach methods and feedback is provided in the technical companion document to the TSP. At the deliverable level, the project was supported by Citizens Advisory Committee (CAC) made up of interested citizens, business representatives, and Planning Commission members.



Open House #1



Open House #1



Open House #3



Open House #3

TSP ORGANIZATION

The Woodburn TSP is comprised of the main TSP summary document (Volume I) and a volume of supporting technical appendices and other supporting documentation (Volume II). Volume I (this document) is organized into the following sections:

- Chapter 1 – Introduction
- Chapter 2 – Setting The Vision for Woodburn's Transportation System
- Chapter 3 – Motor Vehicle System
- Chapter 4 – Transit System
- Chapter 5 - Pedestrian System
- Chapter 6 – Bicycle System
- Chapter 7 – Other Travel Modes
- Chapter 8 – Funding and Implementation Outline
- Chapter 9 – *Glossary of Terms*

Volume II (under separate cover) contains the technical memorandums prepared during the development of the TSP including the detailed data and technical analyses that informed the plan.



2 THE VISION FOR TRANSPORTATION

Setting the Vision for Woodburn's Transportation System
Goals and Objectives

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SETTING THE VISION FOR WOODBURN'S TRANSPORTATION SYSTEM

Setting a vision for a city's transportation system is an essential first step in maintaining the existing system and establishing the framework to accommodate potential growth. The public involvement process for the TSP provided a forum for the community to express their vision for the future of Woodburn's transportation network. The community advisory committee and other community members expressed a desire for a transportation system that maintains community livability, enhances existing transportation infrastructure, increases safety for all users, and provides a framework for potential growth.

GOALS AND OBJECTIVES

The project team developed goals and objectives for the TSP update to help guide the review and documentation of the preferred future Woodburn transportation system. As described in Technical Memorandum #6: Preferred Alternatives, the goals and objectives through a range of evaluation criteria that were applied to select preferred alternatives and priority rankings among the identified projects. In compliance with state, regional, and local planning requirements, the goals and objective below emphasize a multimodal system that supports all modes and users.

Goal 1 – Multimodal Mobility

Provide a multimodal transportation system that avoids or reduces a reliance on one form of transportation and minimizes energy consumption and air quality impacts.

Objective 1A

Develop an expanded intracity bus transit system that provides added service and route coverage to improve the mobility and accessibility of the transportation disadvantaged and to attract traditional auto users to use the system.

Objective 1B

Develop a plan for providing travel options between Woodburn and Portland or Salem, including intercity bus service and potential bus/carpool park-and-ride facilities.

Objective 1C

Develop a comprehensive low stress network of bicycle lanes and routes that link major activity centers such as residential neighborhoods, schools, parks, commercial areas, and employment centers.

Objective 1D

Develop a comprehensive network of sidewalks and off-street pathways that improve pedestrian mobility within neighborhoods and link residential areas to schools, parks, commercial areas, and employment centers.

Objective 1E

Maintain adequate intersection and roadway capacity on the key east-west and north-south arterials.

Goal 2 – Connectivity

Provide an interconnected street system that is adequately sized to accommodate existing and projected traffic demands in the Woodburn area.

Objective 2A

Verify and Incorporate the relevant strategies and infrastructure projects from the existing TSP, I-5/OR 214 IAMP, and 99E Refinement Plan

Objective 2B

Identify new east-west and north-south collector/minor arterial streets within the City to relieve traffic demands on Oregon 219/214, 211, and 99E, and coordinate with Marion County to construct the street connections needed outside of the urban growth boundary (UGB).

Objective 2C

Develop updated street design standards for arterials, collectors, and local streets.

Goal 3 – Safety

Provide a transportation system that enhances the safety and security of all transportation modes in the Woodburn area.

Objective 3A

Address existing and potential future safety issues by identifying high collision locations and locations near schools or with a history of fatal, severe injury, and/or pedestrian/bicycle-related crashes and developing strategies to address those issues.

Objective 3B

Identify street and railroad crossings in need of improvement, as well as those that should be closed or relocated.

Objective 3C

Develop a plan for designated truck routes through the City, and a plan to handle truck and rail hazardous cargoes

Goal 4 – Strategic Investment

Provide a financially sustainable transportation system through responsible stewardship of assets and financial resources.

Objective 4A

Identify new and innovative funding sources for transportation improvements

Objective 4B

Preserve and maintain the existing transportation system assets to extend their useful life.

Goal 5 – Land Use and Transportation Integration

Review and update land use standards and ordinances to create a balanced built environment where existing and planned land uses are supported by an efficient multi-modal transportation system.

Objective 5A

Identify a range of potential Transportation Demand Management (TDM) strategies that can be used to improve the efficiency of the transportation system by shifting single-occupant vehicle trips to other modes and reducing automobile reliance at times of peak traffic volumes.

Objective 5B

Identify revisions to the Woodburn Zoning Ordinance for compliance with the Transportation Planning Rule

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3 MOTOR VEHICLE SYSTEM

Functional Classification System

Roadway Plan

Freight Plan

Traffic Safety Plan

Local Street Connectivity Plan

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MOTOR VEHICLE SYSTEM

Streets serve a majority of all trips within Woodburn across all travel modes. In addition to motorists in private vehicles, pedestrians, bicyclists, and public transit riders use streets to access areas locally and regionally. This section summarizes the updated functional classification system, roadway plan, freight plan, safety plan, and local street connectivity plan that make up Woodburn's motor vehicle system.

FUNCTIONAL CLASSIFICATION SYSTEM

A street's functional classification defines its role in the transportation system and reflects desired operational and design characteristics such as right-of-way requirements, pavement widths, pedestrian and bicycle features, and driveway (access) spacing standards.

Figure 2 illustrates the functional classification of streets within Woodburn, which includes the following designations as defined by the current Woodburn TSP:

- Freeways – The primary function of the interstate is mobility, because freeways connect major cities, regions within Oregon, and other states, and serve as major freight routes. The freeway should provide “safe and efficient high-speed continuous flow.” The freeway has full access control with access limited to the interchange. Only motorized vehicle traffic is served.
- Major Arterials – Primary functions are to serve local and through traffic as it enters and leaves the urban area, connect Woodburn with other urban centers and regions, and provide connections to major activity centers within the UGB. Emphasis should be on traffic flow, pedestrian and bicycle movements. On-street bicycle lanes and sidewalks should be provided.
- Minor Arterials – Primary functions are to connection major activity centers and neighborhoods within the UGB and to support the major arterial system. Minor arterials should have a higher degree of access, shorter trip lengths, lesser traffic volumes, and lower travel speeds than major arterials. Like major arterials, emphasis should be on traffic flow, pedestrian and bicycle movements. On-street bicycle lanes and sidewalks should be provided.
- Service Collector - Primary function is to provide connections between neighborhoods and major activity centers and the arterial street system. Some degree of access is provided to adjacent properties, while maintaining circulation and mobility for all users. Service collectors carry lower traffic volumes at slower speeds than major and minor arterials. On-street bicycle lanes and sidewalks should be provided.

- Access Streets – Primary function is to connect residential neighborhoods with service collectors or arterials. On-street parking and access to adjacent properties is prevalent. Slower speeds should be provided to ensure community livability and safety for pedestrians and cyclists. In many cases, cyclists can “Share the road” with motor vehicles because of low traffic volumes and speeds. Sidewalks or pathways should be provided for pedestrians.
- Local Streets – Primary function is to provide direct access to adjacent land uses. Short roadway distances, slow speeds, and low traffic volumes characterize local streets. Cyclists can share the road with motor vehicles. Sidewalks or pathways should be provided for pedestrians.



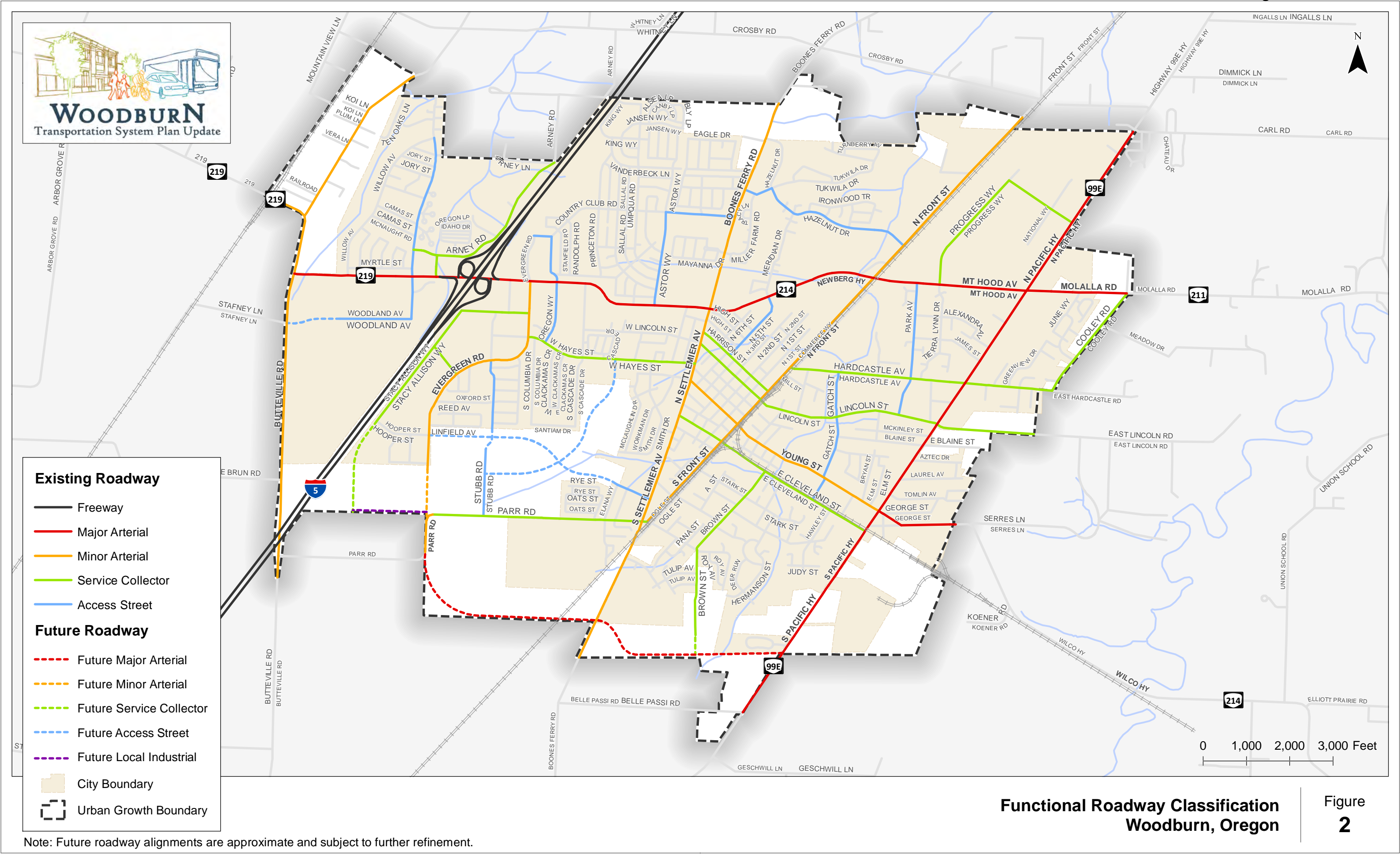
School Bus



Woodburn Public Library

Table 1 summarizes the functional classifications of the major arterial, minor arterial, and service collector streets within Woodburn and identifies the overlapping ownership/maintenance and jurisdictional relationships that exist.

The functional classifications used in local TSPs should be consistent with other regional planning efforts. As shown in Table 1, there are several streets that currently have conflicting classifications.



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Table 1: Functional Classification Comparison by Jurisdiction

Roadway	Jurisdiction	Functional Classification			Consistent between Jurisdictions?
		Woodburn	Marion County	Federal	
Butteville Road (north of OR 219 and south of OR 219)	County	Minor Arterial	Major Collector	Major Collector	No
Butteville Road (segment where aligned with OR 219)	ODOT	Minor Arterial		Minor Arterial	Yes
OR 219 (Butteville Road to Woodland Avenue)	ODOT	Major Arterial		Minor Arterial	No
OR 219 (Woodland Avenue to I-5)	ODOT	Major Arterial		Principal Arterial	No
Woodland Avenue	City	Access Street		Major Collector	No
Arney Road	City/Private	Service Collector		Major Collector	No
I-5	ODOT	Freeway		Interstate	Yes
OR 214 (I-5 to OR 99E)	ODOT	Major Arterial		Principal Arterial	Yes
OR 214 (OR 99E to UGB east limits)	ODOT	Major Arterial		Minor Arterial	No
Stacy Allison Way	City	Service Collector		Local	No
Center Street	City	Service Collector		Local	No
Evergreen Road (OR 219 to Boean Lane)	City	Minor Arterial		Major Collector	No
Evergreen Road (Boean Lane to end of road)	City	Minor Arterial		Local	No
Harvard Drive	City	Access Street		Local	No
Stubb Road	County	Access Street	No Designation	Local	No
Parr Road	County/City	Service Collector	Major Collector	Major Collector	No
Hayes Street	City	Service Collector		Major Collector	No
Oregon Way	City	Access Street		Major Collector	No
Astor Way	City	Access Street		Major Collector	No
Country Club Road	City	Access Street		Major Collector	No
Boones Ferry Road/Settlemer Avenue (north of Parr Road)	County/City	Minor Arterial	Arterial	Minor Arterial	Yes
Boones Ferry Road/Settlemer Avenue (south of Parr Road)	County/City	Minor Arterial	Major Collector	Minor Arterial	Yes

Roadway	Jurisdiction	Functional Classification			Consistent between Jurisdictions?
		Woodburn	Marion County	Federal	
Tukwila Drive	City	Access Street		Major Collector	No
Hazelnut Drive	City	Access Street		Major Collector	No
5 th Street	City	Access Street		Major Collector	No
Harrison Street	City	Service Collector		Major Collector	No
Lincoln Street	County/City	Service Collector	Local	Major Collector	No
Garfield Street	City	Minor Arterial		Minor Arterial	Yes
Young Street	City	Minor Arterial		Minor Arterial	Yes
Cleveland Street	City	Service Collector		Major Collector	No
Front Street	City	Minor Arterial		Minor Arterial	Yes
Industrial Avenue	City	Service Collector		Major Collector	No
Progress Way	City	Service Collector		Major Collector	No
OR 211	ODOT	Major Arterial		Minor Arterial	Yes
Park Avenue	City	Access Street		Major Collector	No
Hardcastle Avenue	County/City	Service Collector	No Designation	Major Collector	No
Gatch Street	City	Access Street		Major Collector	No
Brown Street	City	Service Collector		Major Collector	No
OR 99E (north of OR 214 and south of Young Street)	ODOT	Major Arterial		Minor Arterial	No
OR 99E (segment where aligned with OR 214)	ODOT	Major Arterial		Principal Arterial	No
Cooley Road	County	Service Collector	Local	Major Collector	No

Roadway Cross-section Standards

A functional classification system as shown in Figure 2 has to work together with roadway cross-section standards to allow for standardization of key characteristics within roadway classifications while also providing some flexibility based on context. A roadway's cross-section and design will vary between streets and between segments based on adjacent land uses and demands, but the overall street network should also be considered. The Woodburn

Development Ordinance Section 3.01.04¹ contains the current roadway cross-sections standards for the city that work together with the identified functional classification system shown in Figure 2.

ROADWAY PLAN

Roadway Facilities

The roadway facility types that are currently utilized or that are recommended through the roadway plan projects are described below.

Turn Lanes

Separate left- and right-turn lanes, as well as two-way left-turn lanes (TWLTL) can provide separation between slowed or stopped vehicles waiting to turn and through vehicles. The design of turn lanes is largely determined based on a traffic study that identifies the storage length needed to accommodate vehicle queues. Turn lanes are commonly used at intersections where the turning volumes warrant the need for separation.

Traffic Signals

Traffic signals allow opposing streams of traffic to proceed in an alternating pattern. National and state guidance indicates when it is appropriate to install traffic signals at intersections. When used, traffic signals can effectively manage high traffic volumes and provide dedicated times in which pedestrians and cyclists can cross roadways. Because they continuously draw from a power source and must be periodically re-timed, signals typically have higher maintenance costs than other types of intersection control. Signals can improve safety at intersections where signal warrants are met, however, they may result in an increase in rear-end crashes compared to other solutions. Signals have a significant range in costs depending on the number of approaches, how many through and turn lanes each approach has, and if it is located in an urban or rural area. The cost of a new traffic signal ranges from approximately \$250,000 in rural areas to \$500,000 in urban areas.

Signal Timing/Phasing Modifications

Signal retiming and optimization offers a relatively low-cost option to increase system efficiency. Retiming and optimization refers to updating timing plans to better match prevailing traffic conditions and coordinating signals. Timing optimization can be applied to existing systems or may include upgrading signal technology, such as signal communication infrastructure, signal controllers, or cabinets. Signal retiming can reduce travel times and be especially beneficial to improving travel time reliability. In high pedestrian or desired pedestrian areas, signal retiming can facilitate pedestrian movements through intersections by increasing minimum green times to give pedestrians time to cross during each cycle, which may create additional delay for other

¹ <https://www.woodburn-or.gov/dev-planning/page/woodburn-development-ordinance-wdo>

intersection users. Signals can also facilitate bicycle movements with the inclusion of bicycle detectors.

Signal upgrades often come at a higher cost than signal timing and phasing modifications and usually require further coordination between jurisdictions. However, upgrading signals provides the opportunity to incorporate advanced signal systems to further improve the efficiency of a transportation network. Strategies include coordinated signal operations across jurisdictions, centralized control of traffic signals, adaptive or active signal control, and transit or freight signal priority as further described in the Transportation System Management and Operations (TSMO) section. These advanced signal systems can reduce delay, travel time, and the number of stops for transit, freight, and other vehicles. In addition, these systems may help reduce vehicle emissions and improve travel time reliability.

Roundabouts

Roundabouts are circular intersections where entering vehicles yield to vehicles already in the circle. They are designed to slow vehicle speeds to 20 to 30 mph or less before they enter the intersection, which promotes a more comfortable environment for pedestrians, bicyclists, and other non-motorized users. Roundabouts have fewer conflict-points and have been shown to reduce the severity of crashes, as compared to signalized intersections. Roundabouts can be more costly to design and install when compared to other intersection control types, but they have a lower operating and maintenance cost than traffic signals. Topography must be carefully evaluated in considering a roundabout, given that slope characteristics at an intersection may render a roundabout infeasible. The cost of a new roundabouts ranges from approximately \$2 million to \$4 million depending upon the number of lanes and the slope conditions.



Traffic Signal



Roundabout

Through Lanes

When the demand per lane on a roadway segment has reached saturation, a potential solution is to construct additional through lanes. Although this theoretically adds capacity to the corridor,

added lanes can allow latent demand from the system to show an increase in demand. Added lanes may also create induced demand where drivers see that roadway as less of a barrier with its increased capacity, drawing in additional new demand and potentially maintaining or worsening the rate of congestion.

When a roadway does not have a consistent number of travel lanes per direction along a corridor, an added through lane may provide a consistent cross-section allowing for less weaving by vehicles traveling the corridor.

Roadway Plan Projects

The projects developed for the roadway plan are summarized in Table 2 and shown in Figure 3. These projects are intended to address existing and projected future transportation system needs for motor vehicles as well as all other modes of transportation that depend on the roadway system for travel, such as pedestrians, bicyclists, transit users, and truck freight.

Table 2: Roadway Plan Projects

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ²
R1	Southern OR 219/Butteville Road Intersection	State/County	Intersection - geometric considerations	Enhanced traffic control (traffic signal, roundabout, or other appropriate geometric enhancements) in coordination with ODOT	High	\$2,750,000
R2	OR 219 from Butteville Road to Willow Road	State	Street design	Widen roadway to include two lanes in each direction and a two-way left-turn lane (in conjunction with pedestrian and bicycle facility improvements) in coordination with ODOT	High	\$1,700,000 (Cost includes B1 and P1)
R3	OR 214 from Cascade Drive to OR 99E	State	Street design	Widen roadway to include two lanes in each direction and a two-way left-turn lane, including changes to signal timing as appropriate, in coordination with ODOT (and in conjunction with bicycle facility improvements)	Medium	\$20,300,000 (Cost includes B2)
R4	OR 99E from Lincoln Street to south UGB	State	Street design	As identified in the Highway 99E Corridor Plan, widen roadway to provide a continuous two-way left-turn lane and wider shoulders, including changes to signal timing as appropriate, in coordination with ODOT (and in conjunction with pedestrian and bicycle facility improvements)	Medium	\$12,300,000 (Cost includes B3, B4, P3, and P4)
R5	Parr Road from western UGB to western City Boundary	County	Street design	Upgrade to Service Collector urban standards including bicycle and pedestrian enhancements	Low	\$0 ¹ (Project includes B21 and P15)
R6	Butteville Road from OR 219 to southern UGB	County	Street design	Upgrade to Minor Arterial urban standards including bicycle and pedestrian enhancements	Low	\$0 ¹ (Project includes B7 and P6)

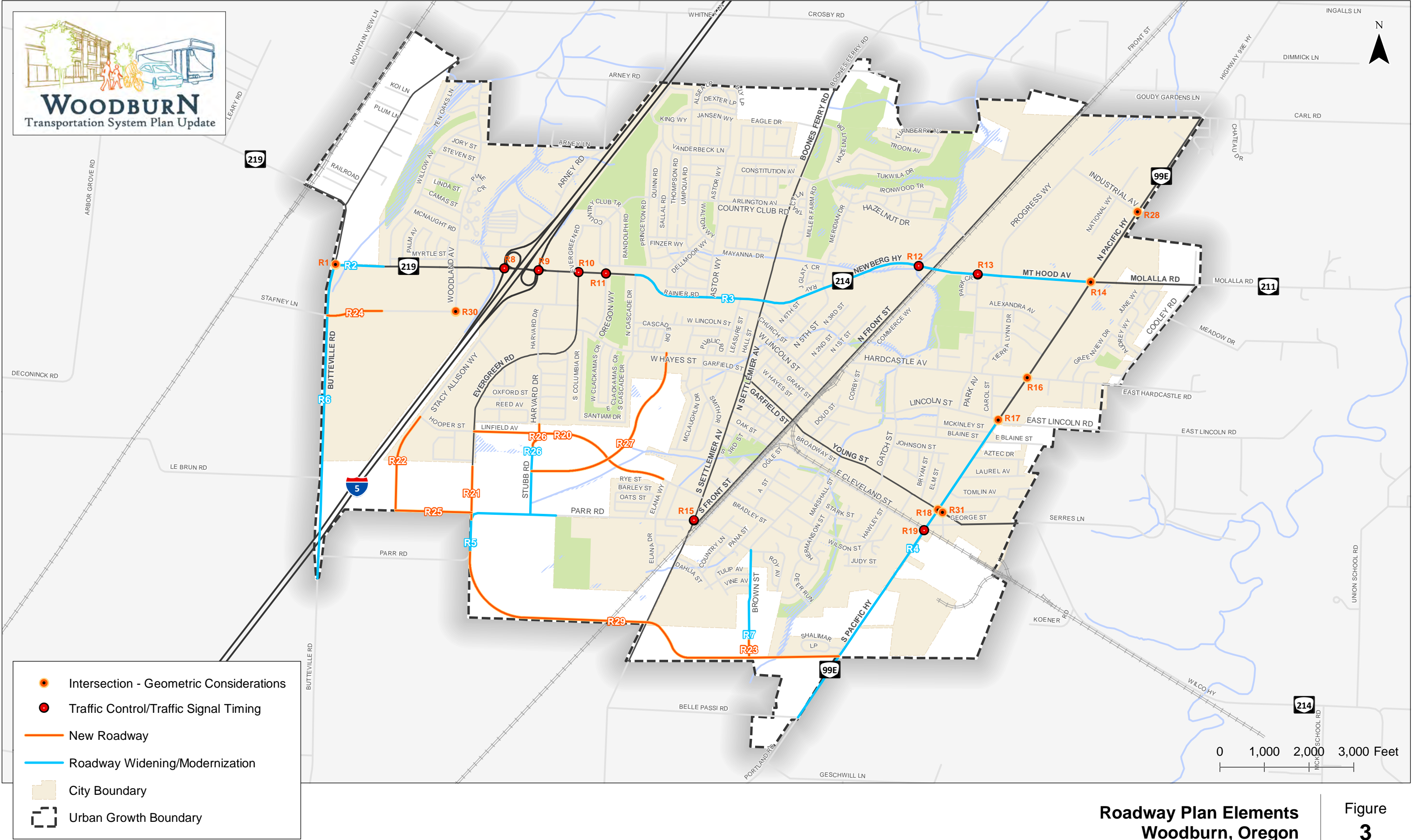
Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ²
R7	Brown Street from Comstock Avenue to end of roadway	City	Street design	Upgrade to Service Collector urban standards including bicycle and pedestrian enhancements	Low	\$0 ¹ (Project includes P20)
R8	OR 214/I-5 Southbound Ramp Intersection	State	Traffic signal timing	Investigate corridor signal timing and coordination adjustments in coordination with ODOT	Medium	\$15,000
R9	OR 214/I-5 Northbound Ramp Intersection	State	Traffic signal timing	Investigate corridor signal timing and coordination adjustments in coordination with ODOT	Medium	\$15,000
R10	OR 214/Evergreen Road Intersection	State	Traffic signal timing	Investigate corridor signal timing and coordination adjustments in coordination with ODOT	Medium	\$15,000
R11	OR 214/Oregon Way/Country Club Road Intersection	State	Traffic signal timing	Investigate corridor signal timing and coordination adjustments in coordination with ODOT	Medium	\$15,000
R12	OR 214/Front Street Ramp Intersection	State	Traffic control	Install intersection capacity improvement such as traffic signal (if warranted), turn lanes, or roundabout in coordination with ODOT	Medium	\$1,000,000
R13	OR 214/Park Street Intersection	State	Traffic control	Install intersection capacity improvement such as traffic signal (if warranted), turn lanes, or roundabout in coordination with ODOT	Medium	\$1,000,000
R14	OR 214/OR 211/OR 99E Intersection	State	Intersection - geometric considerations	Install a second left-turn lane on the southbound approach, install a second receiving lane on the east leg, and update signal timing in coordination with ODOT	Medium	\$900,000
R15	Parr Road/Settlemer Avenue Intersection	City	Traffic control	Install intersection capacity improvement such as traffic signal (if warranted), turn lanes, or roundabout	Low	\$500,000
R16	OR 99E/Hardcastle Avenue Intersection	State	Intersection - geometric considerations	Reconfigure the westbound approach to incorporate one left-turn lane and one thru-right turn lane in coordination with ODOT	Medium	\$50,000
R17	OR 99E/Lincoln Street Intersection	State	Intersection - geometric considerations	Install a shared through-right turn lane on the eastbound approach and reconfigure the existing approach lane as a separate left-turn lane in coordination with ODOT	Medium	\$500,000
R18	OR 99E/Young Street Intersection	State	Intersection - geometric considerations	As identified in the Highway 99E Corridor Plan, install a third westbound lane to provide separate left, thru, and right turn lanes in coordination with ODOT. Implement protected-permissive left-turn phasing on the eastbound and westbound approaches.	Medium	\$550,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ²
R19	OR 99E/Cleveland Street Intersection	State	Traffic control	Install intersection capacity improvement such as traffic signal (if warranted), turn lanes, or roundabout in coordination with ODOT. Consideration should be given to railroad preemption and the proximity to the signalized intersection at OR 99E and Young Street.	Medium	\$1,000,000
R20	Ben Brown Lane	City	New roadway	Extend Ben Brown Lane to Evergreen Road as an Access Street	Medium	\$5,100,000
R21	Evergreen Road	City	New roadway	Extend south to Parr Road	High	\$4,750,000
R22	Stacy Allison Way	City	New roadway	Extend south to UGB	Medium	\$7,300,000
R23	Brown Street	City	New roadway	Extend south to the South Arterial	Medium	\$800,000
R24	Woodland Avenue	City	New roadway	Extend west to Butteville Road	Medium	\$2,450,000
R25	East-west Connection in Southwest Woodburn	City	New roadway	Construct a new Local Industrial Street connecting the southern extensions of Stacy Allison Way and Evergreen Road	Medium	\$1,800,000
R26	Stubb Road from Harvard Drive to Parr Road	County	Street design and new roadway	Upgrade the existing roadway to Access Street standards and extend north to Harvard Drive including bicycle and pedestrian enhancements	Medium	\$1,900,000
R27	North-south Connection in Southwest Woodburn	City	New roadway	Construct a new Access Street connecting Hayes Street to Stubb Street	Medium	\$5,150,000
R28	OR 99E/Industrial Avenue Intersection	State/City	Intersection - geometric considerations	Evaluate the intersection layout, control, signing, and striping, including any sight distance constraints in coordination with ODOT	Medium	\$100,000
R29	South Arterial	City	New roadway	Construct the Southern Arterial from Evergreen Road to OR 99E (2 lanes)	Medium	\$12,250,000
R30	Woodland Avenue Curve Modification	City	Intersection - geometric considerations	Modify the intersection layout to address truck turning movement constraints	Medium	\$100,000
R31	George Street/Hillsboro Silverton Highway Intersection	State/City	Intersection - geometric considerations	As identified in the Highway 99E Corridor Plan, close vehicular access to George Street from Hillsboro Silverton Highway when future local street access is provided to the east	Medium	\$60,000
TOTAL High Priority Costs						\$9,200,000
TOTAL Medium Priority Costs						\$74,670,000
TOTAL Low Priority Costs						\$500,000
TOTAL Program Costs (20 years)						\$84,370,000

1. Project to be funded by others

2. The cost estimates presented to not include costs associated with right-of-way acquisition due to its high variability depending on location, parcel sizes, and other characteristics.

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Note: All new roadway alignments are approximate and subject to further refinement.

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FREIGHT PLAN

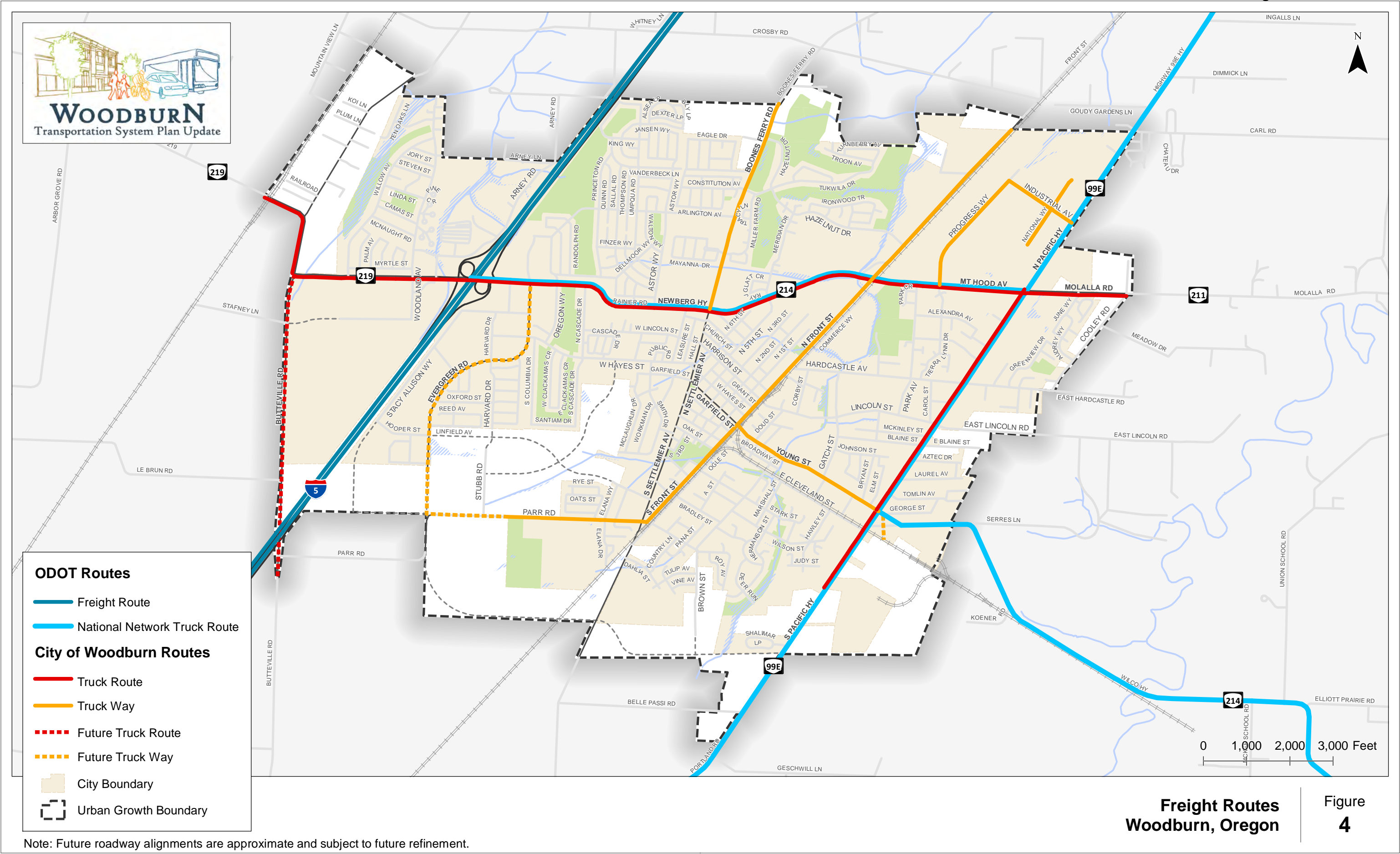
Efficient truck movement plays a vital role in the economical movement of raw materials and finished products. The designation of freight routes provides for this efficient movement while at the same time maintaining neighborhood livability, public safety, and minimizing maintenance costs of the roadway system. Per the Oregon Highway Plan (OHP), the only designated freight route in Woodburn is I-5. In addition, OR 214 is designated a National Network Truck Route per ODOT TransGIS information online. Freight routes are shown on Figure 4, identifying freight routes and freight ways throughout Woodburn that facilitate the movement of freight in the city.

National Highway System Routes

The National Highway System (NHS) is designated by the US Department of Transportation Federal Highway Administration and includes roadways that are "important to the nation's economy, defense, and mobility."² Within Woodburn, I-5 is part of the Eisenhower Interstate System and OR 219, OR 214, and OR 99E are classified as MAP-21 NHS Principal Arterials.

² https://www.fhwa.dot.gov/planning/national_highway_system/

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TRAFFIC SAFETY PLAN

Traffic safety has a significant impact on how people use the transportation system within Woodburn, particularly in areas where real or perceived safety risks prevent people from using more active travel modes, such as walking, biking, and taking transit. Table 3 identifies the traffic safety projects that will be included in the Woodburn TSP update. Additional safety projects and improvements are identified as part of the pedestrian, bicycle, and transit plans later in the document, in addition to the safety-related projects already discussed in the roadway plan previously in this section. Figure 5 illustrates the traffic safety plan projects.

Table 3: Traffic Safety Projects

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ²
S1	Southern OR 219/Butteville Road	State/County	Intersection - geometric considerations	Enhanced traffic control (traffic signal, roundabout, or other appropriate geometric enhancements) if/when warranted and in coordination with ODOT	High	Cost included in R1
S2	Northern OR 214/Butteville Road Intersection	State/County	Intersection - geometric considerations	Enhanced traffic control (traffic signal, roundabout, or other appropriate geometric enhancements) if/when warranted and in coordination with ODOT	Medium	\$500,000 to \$2,000,000 ¹
S3	Front Street/Lincoln Street Intersection	City	Intersection	Enhanced signs and pavement markings (e.g. stop signs, warning signs, and/or beacons)	Medium	\$50,000
S4	Front Street/Young Street/Garfield Street Intersection	City	Intersection - geometric considerations	Evaluate the intersection layout, signing, and striping in correlation to the railroad tracks. Provide clarification for westbound drivers trying to proceed through the intersection	High	\$100,000
S5	OR 99E	City	Lighting	As identified in the Highway 99E Corridor Plan, update roadway lighting to meet ODOT roadway lighting standards in coordination with ODOT	Medium	\$2,150,000
S6	OR 99E access between Young Street and Cleveland Street	State	Intersection	As identified in the Highway 99E Corridor Plan and in coordination with ODOT: Restrict left-turn movements and eventually close the Silverton Avenue intersection on OR 99E and vacate the segment of Silverton Avenue between OR 99E and Birds Eye Avenue Restrict left-turn movements onto Birds Eye Avenue from Hillsboro Silverton Highway and eventually close the Birds Eye Avenue intersection on Hillsboro Silverton Highway and vacate the segment of Birds Eye Avenue between Hillsboro Silverton Highway and Silverton Avenue	Medium	\$60,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ²
S7	OR 99E/Tomlin Avenue	State	Intersection - geometric considerations	Evaluate the intersection layout, signing, and striping in coordination with ODOT, including any sight distance constraints. Consider restricting the southbound left-turn movement	High	\$100,000
S8	Butteville Road/Parr Road	County	Intersection - geometric considerations	Modify intersection to address existing sight distance and geometric limitations	Medium	\$1,000,000
S9	City-wide	State/ County/City	Study	Evaluate traffic safety along OR 99E, OR 219/OR214, Front Street, Evergreen Road, and other key corridors to identify appropriate countermeasures	Low	\$100,000
S10	Settlemer Avenue/Hayes Street	City	Intersection - geometric considerations	Enhanced traffic control (traffic signal, roundabout, or other appropriate geometric enhancements)	High	\$500,000 to \$2,000,000 ¹
TOTAL High Priority Costs						\$2,200,000
TOTAL Medium Priority Costs						\$5,260,000
TOTAL Low Priority Costs						\$100,000
TOTAL Program Costs (20 years)						\$7,560,000

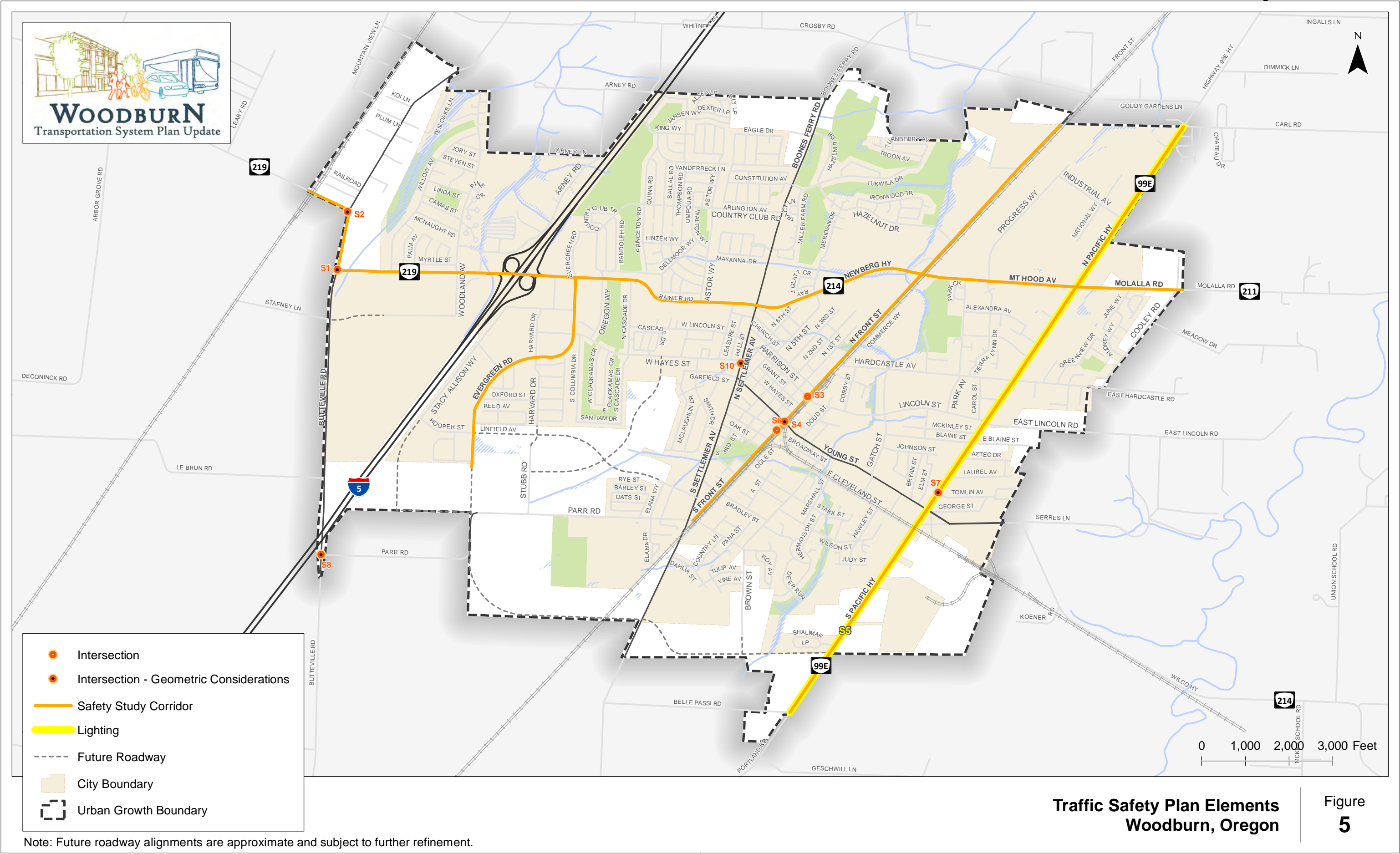
1. A cost estimate range is provided to allow for a design project to determine the appropriate intersection control using additional data, such as right-of-way information and surrounding environmental conditions. \$500,000 is the planning-level cost estimate if a traffic signal is determined, and \$2,000,000 is the planning-level cost estimate if a roundabout is determined. The higher cost estimate was included in all totals.

2. The cost estimates presented to not include costs associated with right-of-way acquisition due to its high variability depending on location, parcel sizes, and other characteristics.

LOCAL STREET CONNECTIVITY PLAN

As indicated above, the street system within Woodburn is largely built-out. Therefore, there are limited opportunities for new arterial, Service Collector, or Access Streets. However, there are opportunities for new local streets in select areas throughout the city that could improve access and circulation for all travel modes.

Figure 6 illustrates the general location of the local street connections identified for the Woodburn TSP update. Roadway alignments for each connection are not provided as they are anticipated to be determined as part of future development. Costs are not provided for these projects as they are anticipated to be constructed by future development. Any local street connectivity projects that are desired to be city-initiated projects should be identified as a high priority and included in the cost-constrained plan.



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4 TRANSIT SYSTEM

Existing Transit Service
Transit Plan Projects and Programs

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TRANSIT SYSTEM

Public transportation can provide important connections to destinations for people that do not drive or bike and can provide an additional option for all transportation system users. Transit complements walking, bicycling, or driving trips: users can walk to and from transit stops and their homes, shopping or work places, people can drive to park-and-ride locations to access a bus, or people can bring their bikes on transit vehicles and bicycle from a transit stop to their final destination.

EXISTING TRANSIT SERVICE

The transit system within Woodburn consists of fixed-route and paratransit services as well as school and shuttle bus service.

Fixed-Route Service

Public transportation in Woodburn today is provided by Woodburn Transit Service, Cherriots Regional, and Canby Area Transit, as described below. Figure 7 shows the existing transit facilities.

Woodburn Transit Service

Woodburn Transit Service operates a fixed-route bus line in Woodburn, providing connections throughout town as shown in Figure 7. As shown, fixed-route transit service is provided along the major east-west corridors linking neighborhoods to all major retail and commercial areas. The route also connects to the Woodburn Memorial Transit Facility located off of OR 214. Service is provided from 7:00 AM to 7:00 PM at approximately 1-hour headways.

Cherriots Regional

Cherriots Regional operates the *10X Woodburn/Salem Express* bus line that provides weekday service between Salem and Woodburn along the 99E corridor. Stops are located along Front Street, OR 214, Settlemier Avenue and Downtown Woodburn. Cherriots Regional also operates the *20X N. Marion Co./Salem Express* bus line that provides weekday services between Salem, Silverton, and Woodburn. Stops are located along OR 214 and 99E. The service operates Monday – Friday from 7:30 AM – 7:00 PM with 2 to 2.5 hour headways.

Canby Area Transit

Canby Area Transit (CAT) operates the *Route 99* bus line which provides daily bus service between Woodburn and Canby along the 99E corridor. The Woodburn stop is located near the 99E/OR 214 intersection. The service operates Monday – Friday from 6:30 AM – 8:00 PM with headways that range from 1 to 2.5 hours.

Dial-A-Ride Service

Woodburn provides Dial-A-Ride service for people with disabilities and the elderly living within Woodburn who are not able to utilize the fixed route bus. The service operates Monday - Friday from 7:00 AM - 7:00 PM and utilizes a fully accessible van. The van provides door to door service for any purpose to any location within the Woodburn City limits.

The Dial-A-Ride program also arranges for volunteer drivers to take elderly Woodburn residents and those with disabilities to medical appointments in all areas between Portland and Salem. Requests for service must be made at least one day in advance.

Other Services

Greyhound

The Greyhound bus service provides a regional transportation option, with buses to Portland from Woodburn three times per day. The station is located on Front Street and is open from 9 a.m. to 8 p.m. everyday.

Park-and-Rides

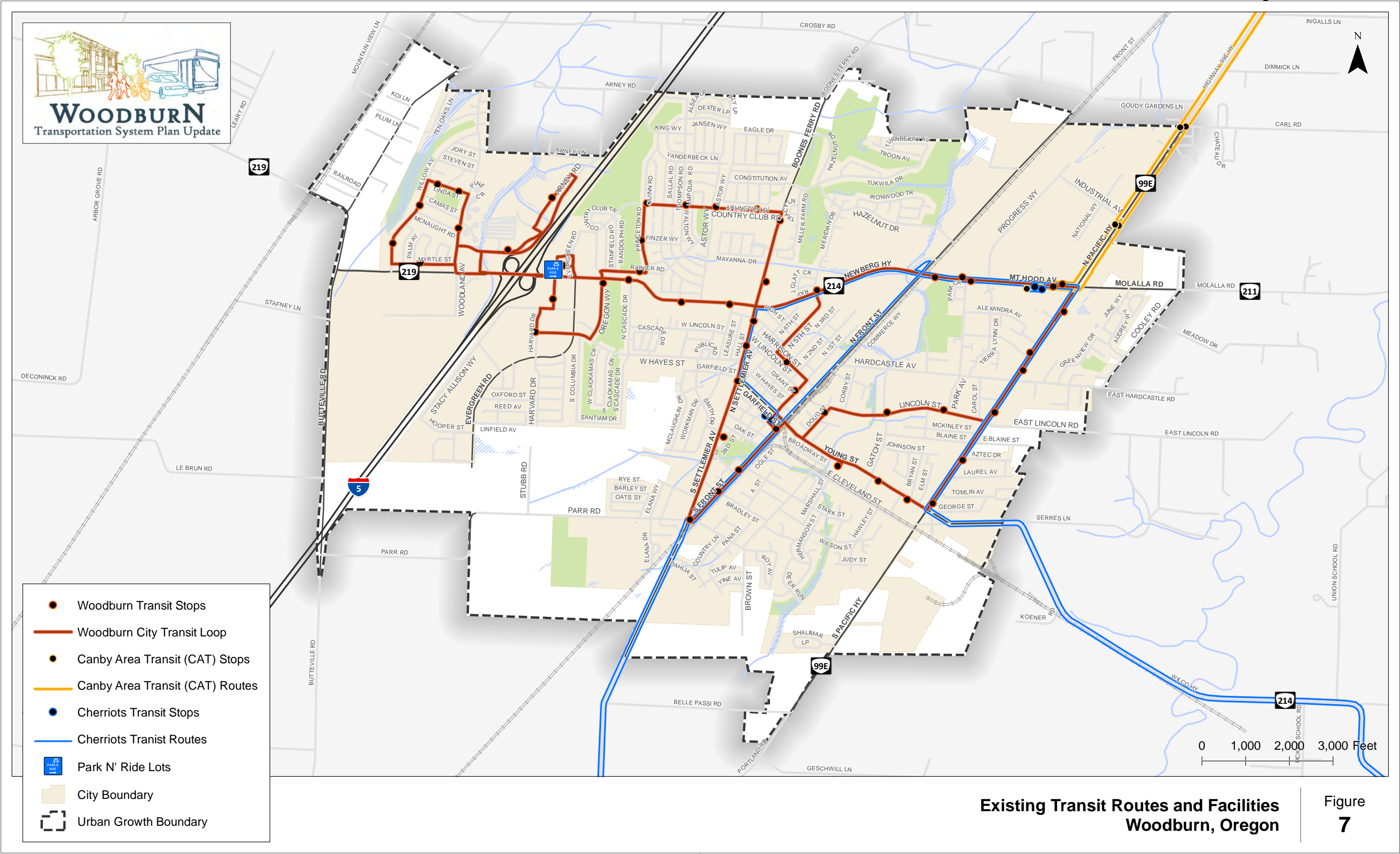
The Woodburn Memorial Transit Facility (Park& Ride) is located off of Evergreen Road north of OR 214. Woodburn Transit Service regularly stops at the park & ride facility. The Cascades POINT bus service, operated by MTR Western in partnership with ODOT, makes 2 daily northbound stops and 2 daily southbound stops at the new transit facility. Riders can buy tickets to go as far as Eugene to the south, and Portland to the north. Schedule and ticket information is available at the website and the Amtrak Cascades site.



Woodburn Memorial Transit Center



Bus



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Coordinate System: NAD 1983 HARN StatePlane Oregon North FIPS 3601 Feet Intl
Data Source: City of Woodburn, Oregon Department of Transportation

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TRANSIT PLAN PROJECTS AND PROGRAMS

Public transit service within Woodburn is provided by Woodburn Transit Service, supplemented by regional service provided by Cherriots Regional and Canby Area Transit. In addition to coordinating as needed with local and regional transit agencies to help implement their planned service enhancements, the City of Woodburn can support improved transit service by providing easy and safe walking and bicycling connections between key roadways, neighborhoods, and local destinations; by providing amenities, such as shelters and benches, at transit stops; by encouraging an appropriate mix and density of uses that support public transit; and by providing and planning for park-and-ride locations. Table 4 summarizes the transit plan identified for Woodburn.

Table 4: Transit Plan

Project Number	Location	Responsible Jurisdiction	Description	Priority	Cost Estimate
T1	Woodburn Fleet	Woodburn Transit/City	Coordinate with Woodburn Transit to deliver service enhancements funded through the STIF: Purchase of Category B and C vehicles (1 each) for use in the City's expanded transit services. (100% funding level 2020-21)	Medium	\$5,000
T2	Woodburn Fleet	Woodburn Transit/City	Coordinate with Woodburn Transit to deliver service enhancements funded through the STIF: Purchase a Category B vehicle that will replace the second oldest full-size vehicle in the WTS fleet; will be used for the City's existing local fixed route circulator. (130% funding level 2021)	Medium	\$5,000
T3	Woodburn Fixed Route	Woodburn Transit/City	Coordinate with Woodburn Transit to deliver service enhancements funded through the STIF: Addition of weekend service for Woodburn Transit Service fixed route and paratransit services (Sat. 9am-5pm, Sun.9am-3pm) by up to 2,156 revenue hours (FY20-21). (100% funding level 2020-21)	Medium	\$5,000
T4	Woodburn Fixed Route	Woodburn Transit/City	Coordinate with Woodburn Transit to deliver service enhancements funded through the STIF: Modify the existing 60-minute fixed route loop; add an additional 30-minute route that will serve high frequency stops on weekdays (7am-7pm) within the Woodburn city limits. Total additional service will be up to 6,192 revenue hours (FY20-21). (100% funding level 2020-21)	Medium	\$5,000
T5	Woodburn Fixed Route	Woodburn Transit/City	Coordinate with Woodburn Transit to deliver service enhancements funded through the STIF: Modify the existing 60-min. fixed route by adding a new 30 min. route that serves high frequency stops (up to 1,456 revenue hours); this service will operate Saturdays (9am-5pm) and Sundays (9am-3pm). Also includes Dial-a-Ride (DAR) service. (130% funding level 2020-21)	Medium	\$5,000

Project Number	Location	Responsible Jurisdiction	Description	Priority	Cost Estimate
T6	Woodburn Fixed Route	Woodburn Transit	Increase frequency of existing route to 30 minutes	Medium	\$0 ¹
T7	Woodburn Fixed Route	Woodburn Transit	Convert existing route to two-way operations	Medium	\$0 ¹
T8	City-wide	Woodburn Transit/City	<p>Work with Woodburn Transit as growth occurs to provide new or re-routed service to other areas of Woodburn including:</p> <ul style="list-style-type: none"> • Parr Road via an extension of Evergreen Road • Crosby Road • Butteville Road • The employment center southwest of the I-5/OR 214 interchange • Woodburn Industrial Park along the Progress Way and Industrial Avenue corridors • Gateway subarea between Front Street and Mill Creek • Neighborhoods in southeast Woodburn 	Medium	\$5,000
T9	Woodburn Company Stores	Woodburn Transit/City	Coordinate with Woodburn Transit to establish a free shuttle between the Woodburn Company Stores and Downtown Woodburn, hourly during peak shopping and entertainment hours	Medium	\$5,000
T10	City-wide	Woodburn Transit/City	Coordinate with Woodburn Transit and major employers to establish a peak-only employer shuttle	Medium	\$5,000
T11	Urban and Rural Cherriots Regional Services	Cherriots/City	<p>Coordinate with Cherriots to deliver service enhancements funded through the STIF:</p> <p>Expand service for up to 7,557 revenue hours on urban & rural Regional services. Includes startup costs for hiring new employees, and coordination of schedules with connecting services. Also establishes a Youth fare category (ages 6-18).(100% funding level 2020-21)</p>	Medium	\$5,000
T12	Keizer to Wilsonville	Cherriots/City	<p>Coordinate with Cherriots to deliver service enhancements funded through the STIF:</p> <p>Establish one new Regional route from Keizer to Wilsonville with a stop at the Woodburn Memorial Park and Ride. Increase service on weekdays by 30 percent on urban & rural Regional services by up to 5,245 revenue hours. (130% funding level 2020-21)</p>	Medium	\$5,000
T13	Urban and Rural Cherriots Regional Services	Cherriots/City	<p>Coordinate with Cherriots to deliver service enhancements funded through the STIF:</p> <p>Add Saturday service to urban & rural Cherriots Regional services with up to 3,919 revenue hours of new service (FY20-21). Includes coordination of schedules with other connecting services. (100% funding level 2020-21)</p>	Medium	\$5,000

Project Number	Location	Responsible Jurisdiction	Description	Priority	Cost Estimate
T14	Urban and Rural Cherriots Regional Services	Cherriots/City	Coordinate with Cherriots to deliver service enhancements funded through the STIF: Add 30 percent more Saturday service to urban & rural Regional services by up to 215 revenue hours (FY20-21). In FY21, adds 6 holidays to the same routes. Includes coordination of schedules with connecting services. (130% funding level 2020-21)	Medium	\$5,000
T15	City-wide	Woodburn Transit/ Cherriots/City	Coordinate transfers between the different agency services in Woodburn	Medium	\$5,000
T16	Woodburn	Cherriots/City	Coordinate with Cherriots to provide a stop in Woodburn for SMART Route 1X, providing service to WES station in Wilsonville and downtown Salem	Medium	\$5,000
T17	Woodburn to Portland	Cherriots/City	Coordinate with Cherriots to consider further new service connections for Woodburn including: <ul style="list-style-type: none"> Service to Portland - connect to TriMet via the Tualatin Park-and-Ride, directly into downtown Portland, or the MAX Orange Line light rail service. Demand-responsive service to Hubbard one day per week 	Medium	\$5,000
T18	City-wide	Woodburn Transit/ Cherriots	Evaluate all bus stops to verify static bus route information signage is visible and accessible and that bike racks are available at major bus stops	Medium	\$25,000
T19	Stop 755016: Walmart	Woodburn Transit	New shelter	Low	\$5,000
T20	Stop 20419: Garfield Street	Woodburn Transit	New shelter	Low	\$5,000
T21	City-wide	Woodburn Transit	Investigate transferring the paratransit system to a local social service agency	Low	\$5,000
TOTAL High Priority Costs					\$0
TOTAL Medium Priority Costs					\$100,000
TOTAL Low Priority Costs					\$15,000
TOTAL Program Costs (20 years)					\$115,000

1. Project to be funded by others.

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5 PEDESTRIAN SYSTEM

Pedestrian Facilities
Pedestrian Plan Projects

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PEDESTRIAN SYSTEM

Woodburn's pedestrian system consists of sidewalks, pedestrian crossings, and multi-use paths. A majority of city streets currently have sidewalks on at least one side of the roadway. The pedestrian plan includes several projects to construct new sidewalks where they are lacking and to fill in the gaps in the existing sidewalks along the city's streets. Although many of the pedestrian projects are located on Service Collector streets or higher, a few local street pedestrian projects are included to provide access to essential destinations such as schools, parks, churches, and other land uses. The pedestrian plan also includes several enhanced pedestrian crossings, multi-use paths, and accessways that support the pedestrian system.

PEDESTRIAN FACILITIES

This section summarizes the facility types integrated into the pedestrian plan, addressing gaps and deficiencies identified in the existing system and forecast as part of future needs.

Sidewalks

Sidewalks are the fundamental building blocks of the pedestrian system. They enable people to walk comfortably, conveniently, and safely from place to place. They also provide an important means of mobility for people with disabilities, families with strollers, and others who may not be able to travel on an unimproved roadside surface. Sidewalks are usually 6 to 8-feet wide and constructed from concrete. They are also frequently separated from the roadway by a curb, landscaping, and/or on-street parking. Sidewalks are widely used in urban and suburban settings. Ideally, sidewalks could be provided along both sides of the roadway; however, some areas with physical or right-of-way constraints may require that sidewalk be located on only one side. Sidewalk solutions include:

- Fill in the gaps
- Install sidewalks on one-side of the roadway
- Install sidewalks on both sides of the roadway
- Re-construct existing sidewalks with appropriate width and buffer
- Improve existing sidewalks with appropriate lighting

Accessways

Non-vehicular connections between cul-de-sacs and adjacent roadways can significantly reduce travel distances for pedestrians, thereby encouraging more people to walk. Woodburn has a few existing accessways that create connections between neighborhoods and pedestrian and bicycle routes. Potential new connections could use existing City right-of-way between cul-de-sacs or unconnected roadways to provide a paved path, unpaved path, or trail for non-motorized use.



Sidewalk Gap



Sidewalk Improvements

Multi-use Paths and Trails

Multi-use paths are paved, bi-directional trails that can serve both pedestrians and bicyclists. Multi-use paths and trails can be constructed adjacent to roadways where the topography, right-of-way, or other issues don't allow for the construction of sidewalks and bike facilities. A minimum width of 10 feet is recommended for low-pedestrian/bicycle-traffic contexts; 12 to 20 feet should be considered in areas with moderate to high levels of bicycle and pedestrian traffic. Multi-use paths can be used to create longer-distance links within and between communities. They play an integral role in recreation, commuting, and accessibility due to their appeal to users of all ages and skill levels.



Accessways



Multi-use Paths and Trails

Enhanced Pedestrian Crossings

Pedestrian crossing facilities enable pedestrians to safely cross streets, railroad tracks, and other transportation facilities. Planning for appropriate pedestrian crossings requires the community to balance vehicular mobility needs with providing crossing locations for desired routes of walkers. Enhanced pedestrian crossing treatments include:

- Median refuge islands
- High visibility pavement markings and signs
- Rapid rectangular flashing beacons (RRFB)
- Pedestrian Hybrid Beacons
- Curb extensions
- Pedestrian signals
 - Pedestrian countdown heads
 - Leading Pedestrian interval

Many of the treatments listed above can be applied together at one crossing location to further alert drivers of the presence of pedestrians in the roadway. See Attachment "A" for a detailed description of enhanced pedestrian crossing treatments.



Enhanced Pedestrian Crossing with RRFBs



Enhanced Pedestrian Crossing with Pedestrian Signal

PEDESTRIAN PLAN PROJECTS

Table 5 identifies the pedestrian plan projects for the Woodburn TSP update. As shown, the projects are separated into projects based on roadway classification, as well as projects at intersections and in other locations throughout the city. The priorities shown in Table 5 are based on the project evaluation criteria as well as input from the project team and the general public. The cost estimates are based on average unit costs for roadway improvements. Table 8 illustrates the location of the pedestrian plan projects.

Table 5: Pedestrian Plan Projects

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
Major Arterials						
P1	OR 219 from Butteville Road to Willow Avenue	State	New sidewalks	Install new sidewalks in coordination with ODOT	Medium	Cost included in R2 ²
P2	OR 99E from Lincoln Street to southern City Boundary	State	New sidewalks	Remove existing sidewalks and install new sidewalks in coordination with ODOT	Medium	Cost included in R4 ²
P3	OR 99E from southern City Boundary to southern UGB	State	New sidewalks	Install new sidewalks in coordination with ODOT	Low	Cost included in R4 ²
Minor Arterials						
P4	Butteville Road/OR 219 from northern UGB to OR 219	State/County	New sidewalks	Install new sidewalks in coordination with ODOT	Medium	\$1,500 ,000
P5	Butteville Road from OR 219 to southern UGB	County	New sidewalks	Install new sidewalks	Medium	Cost included in R6 ²
P6	Evergreen Road from Stacy Allison Way to Boean Lane	City	Sidewalks - Fill in gaps	Fill in the gaps	High	\$200,000
P7	Boones Ferry Road from northern UGB to Hazelnut Drive	County/City	New sidewalks	Install new sidewalks on one side	Medium	\$150 ,000
P8	Settlemier Avenue from Oak Street to Parr Road	City	New sidewalks	Install new sidewalks on one side. This project improves safe routes to school for Nellie Muir Elementary School, Heritage Elementary School, and Valor Middle School	High	\$300,000
P9	Boones Ferry Road from Parr Road to southern UGB	County/City	New sidewalks	Install new sidewalks. This project improves safe routes to school for Heritage Elementary School and Valor Middle School	High	\$800,000
P10	Front Street from northern UGB to Hazelnut Drive	City	New sidewalks	Install new sidewalks on one side. This project improves safe routes to school for Woodburn High School	High	\$400,000
P11	Young Street	City	Sidewalks - Fill in gaps	Fill in the gaps	Medium	\$200,000
P12	OR 211 from OR 99E to eastern UGB	State	New sidewalks	Install new sidewalks in coordination with ODOT	Medium	\$500,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
Service Collectors						
P13	Hayes Street from Harvard Drive to Settlemier Avenue	City	Sidewalks - Fill in gaps	Fill in the gaps. This project improves safe routes to school for Nellie Muir Elementary School	High	\$600,000
P14	Parr Road from western UGB to western City Boundary	County	New sidewalks	Install new sidewalks. This project improves safe routes to school for Heritage Elementary School and Valor Middle School	High	Cost included in R5 ²
P15	Lincoln Street from Cascade Drive to OR 99E	City	Sidewalks - Fill in gaps	Fill in the gaps. This project improves safe routes to school for Washington Elementary School	High	\$450,000
P16	Industrial Avenue from Progress Way to OR 99E	City	New sidewalks	Install new sidewalks	Medium	\$500,000
P17	Progress Way from Industrial Avenue to OR 214	City	New sidewalks	Install new sidewalks	Medium	\$850,000
P18	Hardcastle Avenue from Front Street to Cooley Road	City	Sidewalks - Fill in gaps	Fill in the gaps. This project improves safe routes to school for Washington Elementary School	High	\$450,000
P19	Brown Street from Cleveland Street to end of roadway	City	Sidewalks - Fill in gaps	Fill in the gaps	Medium	Cost included in R7 ²
P20	Cooley Road from OR 211 to Hardcastle Avenue	County	Sidewalks - Fill in gaps	Fill in the gaps	Medium	\$650,000
Access Streets						
P21	Woodland Avenue from Jory Street to Arney Road	City	New sidewalks	Install new sidewalks on one side	Medium	\$250,000
P22	Stubb Road from Harvard Drive to Parr Road	County	New sidewalks	Install new sidewalks	Medium	Cost included in R26 ²
P23	Oregon Way from Country Club Road to OR 214	City	New sidewalks	Install new sidewalks	Medium	\$250,000
P24	Hazelnut Drive from Graystone Drive to Front Street	City	Sidewalks - Fill in gaps	Fill in the gaps. This project improves safe routes to school for Woodburn High School	High	\$150,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
P25	Gatch Street from Hardcastle Road to Cleveland Street	City	Sidewalks - Fill in gaps	Fill in the gaps. This project improves safe routes to school for Washington Elementary School	High	\$350,000
P26	Park Avenue from Hardcastle Avenue to Lincoln Street	City	New sidewalks	Install new sidewalks on one side. This project improves safe routes to school for Washington Elementary School	High	\$65,000
Local Streets						
P27	Willow Avenue from McNaught Road to OR 219	City	New sidewalks	Install new sidewalks on both sides	Medium	\$350,000
P28	Cascade Drive from OR 214 to Hayes Street	City	New sidewalks	Install new sidewalks. This project improves safe routes to school for Nellie Muir Elementary School	High	\$400,000
P29	Ben Brown Lane from end of roadway to Boones Ferry Road	City	Sidewalks - Fill in gaps	Fill in the gaps	Medium	\$200,000
P30	Oak Street from Boones Ferry Road to Front Street	City	New sidewalks	Install new sidewalks on one side	Medium	\$150,000
P31	Ogle Street from Cleveland Street to Boones Ferry Road	City	New sidewalks	Install new sidewalks on one side	Medium	\$900,000
Pedestrian Crossing Enhancements						
P32	Front Street/Young Street	City	Enhanced crossing	Construct ADA-compliant ramps and sidewalks on the east leg of the intersection	Medium	\$15,000
P33	Front Street/Lincoln Street	City	Enhanced crossing	Construct ADA-compliant ramps and sidewalks on the east leg of the intersection. This project improves safe routes to school for St Luke's School	High	\$15,000
P34	Cascade Drive/Hayes Street	City	Enhanced crossing	Install an enhanced pedestrian crossing. This project improves safe routes to school for Nellie Muir Elementary School	High	\$65,000
P35	Park Avenue/Legion Park Driveway	City	Enhanced crossing	Install an enhanced pedestrian crossing. This project improves access to Legion Park	Medium	\$65,000
P36	Hazelnut Drive/Broadmoor Place Accessway	City	Enhanced crossing	Install an enhanced pedestrian crossing. This project improves safe routes to school for Woodburn High School	High	\$65,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
P37	OR 214/N Bulldog Drive	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, update the existing crossing to an enhanced pedestrian crossing with a pedestrian hybrid beacon coordinated with the surrounding traffic signals in coordination with ODOT. This project improves safe routes to school for Woodburn High School	High	\$150,000
P38	OR 99E from OR 214 to Young Street	State/City	Enhanced crossing – Signalized intersection	As identified in the Highway 99E Corridor Plan, install countdown pedestrian timers and construct ADA enhancements at key signalized intersections along OR 99E in coordination with ODOT, including: <ul style="list-style-type: none"> • OR 214/OR 211 • Hardcastle Avenue • Lincoln Road • Young Street 	Medium	\$605,000
P39	OR 99E from OR 214 to Young Street	State/City	Enhanced crossing	As identified in the Highway 99E Corridor Plan, install curb extensions on minor street legs of intersections (curb extensions to shorten pedestrian crossing distances parallel to OR 99E, not for crossing of OR 99E) between Arlington Street and Cleveland Street (up to 8 locations) in coordination with ODOT. Potential locations include: <ul style="list-style-type: none"> • Alexandria Avenue • James Street • Williams Street • Blaine Street • Aztec Drive • Laurel Avenue • Tomlin Avenue 	Medium	\$950,000
P40	OR 99E, north of Williams Street	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, install an enhanced pedestrian crossing in coordination with ODOT, that may include raised median refuge island, sidewalk infill, supplemental street lighting, and a potential RRFB (RRFB cost not included).	High	\$75,000
P41	OR 99E, between NE Laurel Avenue and Tomlin Avenue	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, install an enhanced pedestrian crossing in coordination with ODOT, that may include raised median refuge island, sidewalk infill, supplemental street lighting, and a potential RRFB (RRFB cost not included).	High	\$75,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
P42	OR 99E, between Blaine Street and Aztec Drive	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, install an enhanced pedestrian crossing in coordination with ODOT, that may include raised median refuge island, sidewalk infill, supplemental street lighting, and a potential RRFB (RRFB cost not included).	High	\$75,000
P43	OR 99E, north of Mount Jefferson Avenue	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, install an enhanced pedestrian crossing in coordination with ODOT, that may include raised median refuge island, sidewalk infill, supplemental street lighting, and a potential RRFB (RRFB cost not included).	Medium	\$75,000
P44	OR 99E, north of James Street	State/City	Enhanced crossing	As identified in the Woodburn OR 214/OR 99E Pedestrian Safety Study, install an enhanced pedestrian crossing in coordination with ODOT, that may include raised median refuge island, sidewalk infill, supplemental street lighting, and a potential RRFB (RRFB cost not included).	Medium	\$75,000
P45	Boones Ferry Road/ Constitution Avenue/Tukwila Drive	City	Enhanced crossing	Install an enhanced pedestrian crossing. This project improves safe routes to school for Woodburn High School	High	\$65,000
Multi-use Pathways						
P46	Mill Creek Greenway	City	Multi-use pathway	<p>As identified in the Mill Creek Greenway Master Plan, construct a multi-use path including at-grade mid-block crossing treatments at the following street connections:</p> <ul style="list-style-type: none"> • Hazelnut Drive • Bulldog Drive (east crossing) • OR 214 (state highway) • Hardcastle Avenue • Lincoln Street • Young Street • Cleveland Street and railroad tracks <p>This project improves safe routes to school for Woodburn High School</p>	High	\$2,000,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
P47	Mill Creek Greenway – Northern tributary	City	Multi-use pathway	<p>As identified in the Mill Creek Greenway Master Plan, construct a multi-use path including at-grade mid-block crossing treatments at the following street connections:</p> <ul style="list-style-type: none"> • Bulldog Drive (west crossing) • Meridian Drive • Boones Ferry Road <p>This project improves safe routes to school for Woodburn High School, Lincoln Elementary School, and French Prairie Middle School</p>	Medium	\$700,000
P48	Mill Creek Greenway – Western tributary	City	Multi-use pathway	<p>As identified in the Mill Creek Greenway Master Plan, construct a multi-use path including at-grade mid-block crossing treatments at the following street connections:</p> <ul style="list-style-type: none"> • Parr Road • Ben Brown Lane • Settlemier Avenue • Front Street and railroad tracks <p>This project improves safe routes to school for Heritage Elementary School and Valor Middle School</p>	Medium	\$900,000
P49	Evergreen Road Multi-Use Path	City	Multi-use pathway	Construct a multi-use path extending from Evergreen Road south to planned Mill Creek Greenway	Medium	\$150,000
P50	Washington Elementary School Multi-Use Path	City	Multi-use pathway	As identified in the Mill Creek Greenway Master Plan, construct a north-south multi-use path connection between Hardcastle Avenue and Lincoln Street, west of Washington Elementary School. This project improves safe routes to school for Washington Elementary School	Medium	\$90,000
P51	Mill Creek Greenway - Southern extension	City	Multi-use pathway	As identified in the Highway 99E Corridor Plan, construct extension of Mill Creek Greenway multi-use path to Belle Passi Road	Medium	\$90,000
P52	Evergreen Road Pedestrian Connection	City	Multi-use pathway	Construct a connection between the Evergreen Road multi-use path and pedestrian facilities that are part of future development to the south	Medium	\$20,000
P53	Centennial Park Pedestrian Connection	City	Multi-use pathway	Construct a connection between the Centennial Park multi-use path and pedestrian facilities that are part of future development to the west	Medium	\$20,000
P54	Santiam Drive Pedestrian Connection	City	Multi-use pathway	Construct a connection between Santiam Drive and pedestrian facilities that are part of future development to the south	Medium	\$20,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
P55	June Way Accessway	State/City	Multi-use pathway	As identified in the Highway 99E Corridor Plan and in coordination with ODOT, install a new accessway to OR 99E (near the Audrey Way intersection), may not connect directly as it runs parallel to OR 99E	Low	\$80,000
P56	Johnson Street Accessway	State/City	Multi-use pathway	As identified in the Highway 99E Corridor Plan and in coordination with ODOT, install a new accessway to OR 99E	Low	\$45,000
P57	Elm Street Accessway	State/City	Multi-use pathway	As identified in the Highway 99E Corridor Plan and in coordination with ODOT, install a new accessway to OR 99E, may not connect directly as it runs parallel to OR 99E	Low	\$25,000
P58	Wilson Street Accessway	State/City	Multi-use pathway	As identified in the Highway 99E Corridor Plan and in coordination with ODOT, install a new accessway to OR 99E	Low	\$55,000
P59	Hawley Street Accessway	State/City	Multi-use pathway	As identified in the Highway 99E Corridor Plan and in coordination with ODOT, install a new accessway to OR 99E (possibly part of future street extension), may not connect directly as it runs parallel to OR 99E	Low	\$55,000
P60	A Street Accessway	City	Multi-use pathway	Install a new accessway that connects A Street north to Cleveland Street and/or Mill Creek Greenway (western tributary).	Low	\$25,000
P61	Greenview Drive Multi-use Path	City	Multi-use pathway	Construct a multi-use path extending from Greenview Drive west to OR 99E	Low	\$70,000
P62 ¹	City-wide	City	Wayfinding	Provide wayfinding to bike routes, multi-use paths, parks, schools, and other essential destinations	Medium	\$30,000
TOTAL High Priority Costs						\$6,750,000
TOTAL Medium Priority Costs						\$10,300,000
TOTAL Low Priority Costs						\$355,000
TOTAL Program Costs (20 years)						\$17,405,000

1. Project not shown on Pedestrian Plan Map

2. Cost estimates are not included for projects that would be completed as part of a roadway project, such as locations where roadway widening will relocate the curb and require new sidewalks to be installed. The cost for these projects is included in the corresponding roadway projects described later in the memo.

3. The cost estimates presented to not include costs associated with right-of-way acquisition due to its high variability depending on location, parcel sizes, and other characteristics.



Coordinate System: NAD 1983 Oregon Statewide Lambert Feet Intl
Data Source: City of Woodburn, Oregon Department of Transportation

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6 BICYCLE SYSTEM

Bicycle Facilities
Bicycle Plan Projects

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BICYCLE SYSTEM

Woodburn's bicycle system consists of on-street bike lanes and other bicycle provided on a few roadways within the city. The bicycle plan includes several projects along the city's Major and Minor Arterial and Service Collector streets for connectivity throughout the city. The bicycle plan also includes projects on access and local street that provide direct access to essential destinations.

BICYCLE FACILITIES

Alternative Routes

Designate an alternative route along a parallel street that provides a more comfortable environment for cyclists with the same level of connectivity. The alternative route could be identified by wayfinding signs, which could also be used to identify essential destinations that can be reached by the route. The alternative route may provide shared-lane pavement markings and signs, on-street bike lanes, or other bicycle facilities.

Shared Lane Pavement Markings and Signs

Shared-lane pavement markings (often called "sharrows") are not a bicycle facility, but a tool designed to help accommodate bicyclists on roadways where bike lanes are desirable but infeasible to construct. Sharrows indicate a shared roadway space for cyclists and motorists and are typically centered in the travel lane or approximately four feet from the edge of the travelway. Sharrows are suitable on roadways with relatively low travel speeds (<35 mph) and low ADT (<3,000 ADT); however, they may also be used to transition between discontinuous bicycle facilities. Sharrows could be applied along a variety of streets within Woodburn where room for on-street bike lanes is limited.

On-Street bike lanes

On-street bike lanes are striped lanes on the roadway dedicated for the exclusive use of cyclists. Bike lanes are typically placed at the outer edge of pavement (but to the inside of right-turn lanes and/or on-street parking). Bicycle lanes can improve safety and security of cyclists and (if comprehensive) can provide direct connections between origins and destinations. On-street bike lanes could be applied along a variety of streets within Woodburn where space allows.

Separated Bike Facilities

Separated bike facilities include buffered bike lanes and separated bike lanes, or cycle tracks. Buffered bike lanes are on-street bike lanes that include an additional striped buffer of typically 2-3 feet between the bicycle lane and the vehicle travel lane and/or between the bicycle lane and the vehicle parking lane. They are typically located along streets that require a higher level of separation to improve the comfort of bicycling. Separated bike lanes, also known as cycle tracks, are bicycle facilities that are separated from motor vehicle traffic by a buffer and a physical barrier, such as planters, flexible posts, parked cars, or a mountable curb. One-way

separated bike lanes are typically found on each side of the street, like a standard bike lane, while two-way separated bike lanes are typically found on one side of the street.



On-street Bike Lanes



Buffered Bike Lanes

Enhanced Crossings

Enhanced bicycle crossing facilities enable cyclists to safely cross streets, railroad tracks, and other transportation facilities. Planning for appropriate bicycle crossings requires the community to balance vehicular mobility needs with providing crossing locations that the desired routes of cyclists. Enhanced bicycle crossings include:

- Bike Boxes – designated space at an intersection that allows cyclists to wait in front of motor vehicles while waiting to turn or continue through the intersection.
- Two-Stage Left-turn Boxes – designated space at a signalized intersection outside of the travel lane that provides cyclists with a place to wait while making a two-stage left-turn.
- Pavement marking through intersections – pavement markings that extend and bike lane through an intersection.
- Bike Only Signals – A traffic signal that is dedicated for cyclists
- Bicycle Detection – Vehicle detection for bicycles

Additional information on the enhanced bicycle crossing treatments is provided in Technical Memorandum 5: Alternative Analysis and Funding.

Wayfinding Signs

Wayfinding signs are signs located along roadways or at intersections that direct bicyclists towards destinations in the area and/or to define a bicycle route. They typically include distances and average walk/cycle times. Wayfinding signs are generally used on primary bicycle routes and multi-use paths.

BICYCLE PLAN PROJECTS

Table 6 identifies the bicycle plan projects for the Woodburn TSP update. As shown, the projects are separated based on roadway classification. The priorities shown in Table 6 are based on the project evaluation criteria as well as input from the project team and the general public. The cost estimates are based on average unit costs for roadway improvements. Figure 9 illustrates the location of the bicycle plan projects.

Table 6: Bicycle Plan Projects

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
Major Arterials						
B1	OR 219 from Butteville Road to Willow Avenue	State	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	Cost included in R2 ²
B2	OR 214 from Progress Way to OR 99E	State	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	Cost included in R3 ²
B3	OR 99E from Lincoln Street to southern City Boundary	State	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	Cost included in R4 ²
B4	OR 99E from southern City Boundary to southern UGB	State	Bike lanes	Widen roadway and install buffered bike lanes in coordination with ODOT	Medium	Cost included in R4 ²
Minor Arterials						
B5	OR 219 from western UGB to Butteville Road	State	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	\$1,000,000
B6	Butteville Road/OR 219 from northern UGB to OR 219	State/County	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	\$3,200,000
B7	Butteville Road from OR 219 to southern UGB	County	Bike lanes	Widen roadway and install bike lanes	Medium	Cost included in R6 ²
B8	Evergreen Road from OR 214 to Hayes Street	City	Bike lanes	Widen roadway and install bike lanes	Medium	\$500,000
B9	Boones Ferry Road from northern UGB to Hazelnut Drive	County/City	Bike lanes	Widen roadway and install bike lanes	Medium	\$500,000
B10	Settlemer Avenue from Harrison Street to railroad tracks	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Nellie Muir Elementary School, Heritage Elementary School, Valor Middle School, and St. Luke's School	Medium	\$25,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
B11	Boones Ferry Road from Dahlia Street to southern UGB	County/City	Bike lanes	Widen roadway and install bike lanes	Medium	\$1,500,000
B12	Front Street from northern UGB to Boones Ferry Road	City	Bike lanes	Widen roadway and install bike lanes. This project improves safe routes to school for Woodburn High School, Heritage Elementary School, Valor Middle School, and St. Luke's School	High	\$8,050,000
B13	Garfield Street from 3rd Street to Front Street	City	Shared street	Install shared lane markings and signs	Low	\$10,000
B14	Garfield Street from Smith Drive to 3rd Street	City	Shared street	Install shared lane markings and signs	Low	\$10,000
B15 ¹	Young Street	City	Study	Perform a corridor evaluation that would consider design treatments to improve bicycle comfort and safety such as striping, signing, and wayfinding	Medium	\$15,000
B16	OR 211 from OR 99E to eastern UGB	State	Bike lanes	Widen roadway and install bike lanes in coordination with ODOT	Medium	\$1,000,000
Service Collectors						
B17	Arney Road from Robin Avenue to OR 219	State	Shared street	Install shared lane markings and signs in coordination with ODOT	Low	\$5,000
B18	Harvard Drive from Stacy Allison Way to Evergreen Road	City	Bike lanes	Enhance the parallel route of Harvard Drive from Stacy Allison Way to Evergreen Road in place of Stacy Allison Way. Install buffered bike lane striping on both sides of the roadway	Medium	\$15,000
B19	Hayes Street from Harvard Drive to Cascade Drive	City	Bike lanes	Install bike lane striping. This project improves safe routes to school for Nellie Muir Elementary School	Medium	\$35,000
B20	Hayes Street from Cascade Drive to Settlemier Avenue	City	Bike lanes	Widen roadway and install bike lanes. This project improves safe routes to school for Nellie Muir Elementary School	Medium	\$3,000,000
B21	Parr Road from western UGB to western City Boundary	County	Bike lanes	Widen roadway and install bike lanes. This project improves safe routes to school for Heritage Elementary School and Valor Middle School	High	Cost included in R5 ²
B22	Lincoln Street from Cascade Drive to Front Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Washington Elementary School	Medium	\$20,000

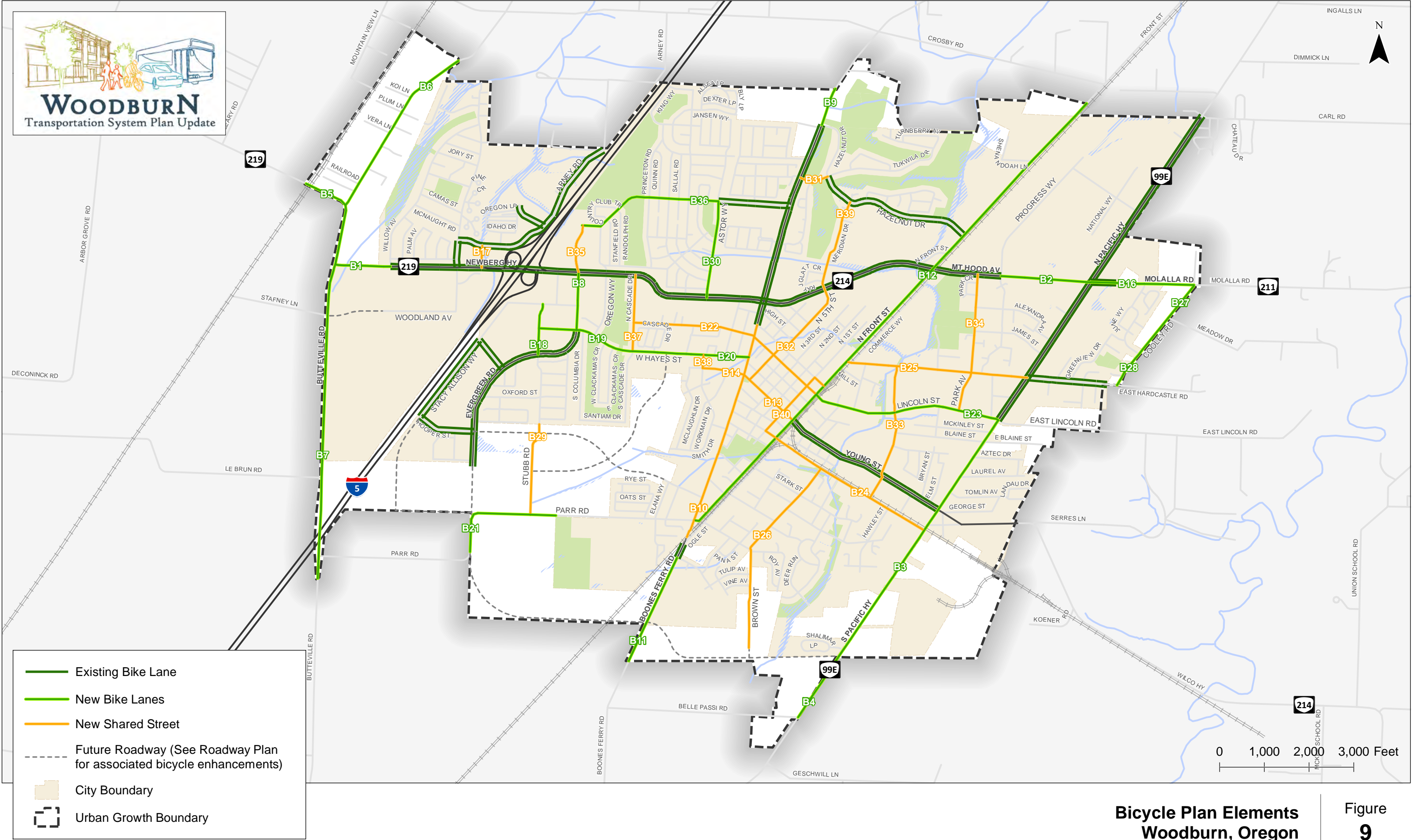
Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
B23	Lincoln Street from Front Street to OR 99E	city	Bike lanes	Install bike lane striping. This project improves safe routes to school for Washington Elementary School	High	\$55,000
B24	Cleveland Street from Front Street to OR 99E	City	Shared street	Install shared lane markings and signs	Low	\$15,000
B25	Hardcastle Avenue from Front Street to OR 99E	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Washington Elementary School	High	\$15,000
B26	Brown Street from Cleveland Street to end of roadway	City	Shared street	Install shared lane markings and signs	Low	\$20,000
B27	Cooley Road from OR 211 to Aubrey Way	County	Bike lanes	Widen roadway and install bike lanes	Medium	\$1,300,000
B28	Cooley Road from Aubrey Way to Hardcastle Avenue	County	Bike lanes	Install bike lane striping	Medium	\$15,000
Access Streets						
B29	Stubb Road from Harvard Drive to Parr Road	County	Shared street	Install shared lane markings and signs	Low	Cost included in R26 ²
B30	Astor Way from Country Club Road to OR 214	City	Bike lanes	Install bike lane striping	Low	\$25,000
B31	Tukwila Drive from Boones Ferry Road to Hazelnut Drive	City	Shared street	Install shared lane markings and signs	Low	\$5,000
B32	5th Street from OR 214 to Garfield Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for St Luke's School	Medium	\$20,000
B33	Gatch Street from Hardcastle Road to Cleveland Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Washington Elementary School	Medium	\$15,000
B34	Park Avenue from OR 214 to Lincoln Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Washington Elementary School	Medium	\$20,000
B35	Evergreen Road from Country Club Court to OR 214	City	Shared street	Install shared lane markings and signs	Low	\$10,000

Project Number	Location	Responsible Jurisdiction	Type	Description	Priority	Cost Estimate ³
Local Streets						
B36	Country Club Road from Evergreen Road to Astor Way	City	Bike lanes	Install bike lane striping	Medium	\$40,000
B37	Cascade Drive from OR 214 to Hayes Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Nellie Muir Elementary School	Medium	\$10,000
B38	Smith Drive from Hayes Street to Garfield Street	City	Shared street	Install shared lane markings and signs. This project improves safe routes to school for Nellie Muir Elementary School	Medium	\$5,000
B39	Meridian Drive from Hazelnut Drive to OR 214	City	Shared street	Install shared lane markings and signs	Low	\$10,000
B40	1st Street from Harrison Street to Cleveland Street	City	Shared street	Install shared lane markings and signs	Medium	\$15,000
B40 ¹	City-wide	City	Wayfinding	Provide wayfinding to bike routes, multi-use paths, parks, schools, and other essential destinations	Medium	\$30,000
TOTAL High Priority Costs						\$8,125,000
TOTAL Medium Priority Costs						\$12,280,000
TOTAL Low Priority Costs						\$110,000
TOTAL Program Costs (20 years)						\$20,515,000

1. Project not shown on Bicycle Plan Map.

2. Cost estimates are not included for projects that would be completed as part of a roadway project, such as locations where additional roadway width is needed to install bike lanes. The cost for these projects is included in the corresponding roadway projects described later in the memo.

3. The cost estimates presented to not include costs associated with right-of-way acquisition due to its high variability depending on location, parcel sizes, and other characteristics.



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7 OTHER TRAVEL MODES

Transportation System Management and Operation Plan

Rail Plan

Air Transportation

Marine Transportation

Pipeline

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OTHER TRAVEL MODES

This section summarizes the plans for other travel modes in Woodburn.

TRANSPORTATION SYSTEM MANAGEMENT AND OPERATIONS (TSMO) PLAN

Transportation System Management and Operations (TSMO) is a set of integrated transportation solutions intended to improve the performance of existing transportation infrastructure. Transportation Demand Management (TDM) and Transportation System Management (TSM) strategies are two complementary approaches to managing transportation and maximizing the efficiency of the existing system. TDM addresses the *demand* on the system: the number of vehicles traveling on the roadways each day. TDM measures include any method intended to shift travel demand from single occupant vehicles to non-auto modes or carpooling, travel at less congested times of the day, etc. TSM addresses the *supply* of the system: using strategies to improve the system efficiency without increasing roadway widths or building new roads. TSM measures are focused on improving operations by enhancing capacity during peak times, typically with advanced technologies to improve traffic operations.

Transportation System Management (TSM)

Transportation System Management (TSM) focuses on low cost strategies that can be implemented within the existing transportation infrastructure to enhance operational performance. Finding ways to better manage transportation while maximizing urban mobility and treating all modes of travel as a coordinated system is a priority. TSM strategies include traffic signal timing and phasing, traffic signal coordination, traffic calming, access management, local street connectivity and intelligent transportation systems (ITS). Traffic signal coordination and ITS typically provide the most significant tangible benefits to the traveling public. The primary focus of TSM measures are region-wide improvements, however there are a number of TSM measures that could be used in a smaller-scale environment such as within the City of Woodburn. TSM projects and programs that are recommended for the City of Woodburn to explore include the following:

- Update signal timing plans and coordinate signals to better match prevailing traffic conditions
 - OR 99E from Hardcastle Avenue to Young Street (or to the potential future Cleveland Street traffic signal) is one candidate corridor for coordination
- Implement truck signal priority at key signalized intersections along OR 214 and OR 99E. Truck signal priority can reduce delay, travel time, and the number of stops for freight vehicles, helping reduce vehicle emissions and improve travel time reliability.
- Work with ODOT to develop and implement a Traffic Management Plan for the OR 99E corridor that responds to increased congestion resulting from incidents on I-5 and regional events

Transportation Demand Management (TDM)

Transportation Demand Management (TDM) is a policy tool as well as a general term used to describe any action that removes single occupant vehicle trips from the roadway during peak travel demand periods. As growth in the City of Woodburn occurs, the number of vehicle trips and travel demand in the area will also increase. The ability to change a user's travel behavior and provide alternative mode choices will help accommodate this potential growth in trips.

Technical Memorandum 5: Alternative Analysis and Funding identifies several policies and programs that may be effective for managing transportation demand in the City of Woodburn, especially within the next 10 to 20 years. Table 7 summarizes the strategies that best meet the goals and objectives of the TSP update. As with all new public and private investments, the implementation of TDM strategies is sure to draw opposition from some. Given Woodburn's lack of experience with TDM strategies, it is important that decision-makers understand their long-term costs and benefits and are able evaluate these along-side arguments from opponents in achieving outcomes that best reflect the City's vision and goals while effectively reducing travel demand.

Table 7: Transportation Demand Management Program Strategies

Program/Project Number	Name	Responsible Jurisdiction	Description	Priority	Cost Estimate
TDM1	Carpool/Vanpool Match Services	County/City	Coordinate a rideshare/carpool/vanpool program that regional commuters can use to find other commuters with similar routes to work	High	\$5,000/year
TDM2	Carpool/Vanpool Parking Program	City	Coordinate with employers to designate carpool/vanpool preferential parking	Low	\$5,000/year
TDM3	Collaborative Marketing	County/City	Work with nearby cities, employers, transit service providers, and developers to collaborate on marketing for transportation options that provide an alternative to single-occupancy vehicles	Medium	\$5,000/year
TDM4	Limited and/or Flexible Parking Requirements	City	Update the Woodburn Development Ordinance to include strategies that encourage multi-modal transportation	High	\$25,000
TDM5	Parking Management	City	Modify the City's current parking policy to allow for the potential to charge for parking	Low	\$10,000
TDM6	Transit Fare Subsidies	City/ Woodburn Transit	Work with Woodburn Transit to provide transit fare subsidies	Low	\$5,000
TDM7	Employer TDM Measures	City	Work with employers to encourage TDM measures such as allowing employees to work at home one day a week and scheduling shift changes to occur outside of peak travel periods	Low	\$5,000/year
TOTAL High Priority Costs					\$125,000
TOTAL Medium Priority Costs					\$100,000
TOTAL Low Priority Costs					\$215,000
TOTAL Program Costs (20 years)					\$440,000

Other potential TDM projects include:

- Encourage the development of high-speed communication in all part of the city (fiber optic, digital cable, DSL, etc). The objective would be to allow employers and residents the maximum opportunity to rely upon other systems for conducting business and activities than the transportation system during peak periods.
- Encourage developments that effectively mix land uses to reduce vehicle trip generation. These plans may include development linkages (particularly non-auto) that support greater use of alternative modes.

Land Use

The types and intensities of land uses are closely correlated with travel demand. Land use patterns in many areas of the city are suburban in nature with low densities throughout the city and more industrial and commercial uses in the eastern part of the city near OR 99E. In the future the city will continue to have a mixture of housing and industrial densities, as well as areas of mixed-use development (i.e., a mix of residential, retail, commercial and/or office uses). *Technical Memorandum 5: Alternative Analysis and Funding* identifies several land use strategies that could be implemented in Woodburn. Table 8 summarizes the strategies that best meet the goals and objectives of the TSP update.

Table 8: Land Use Projects

Program/Project Number	Name	Responsible Jurisdiction	Description	Priority	Cost Estimate
LU1	Commercial and Mixed-use Nodes	City	Establish neighborhood commercial and mixed-use nodes within the city	Low	\$25,000
LU2	Alternative Mobility Targets	State/City	Work with ODOT to develop alternative mobility targets at critical intersections along state highways.	Low	\$25,000
LU3	Right-of-way Dedications	City	Through development, right-of-way dedications should be provided to facilitate the future planned transportation system in the vicinity of the proposed development	Low	\$0 ¹
LU4	Half-street Improvements	City	Through development, half-street improvements (sidewalks, curb and gutter, bicycle lanes/paths, and/or travel lanes) should be provided along all site frontages that do not have full buildout improvements in place at the time of development	High	\$0 ¹
TOTAL High Priority Costs					\$0
TOTAL Medium Priority Costs					\$0
TOTAL Low Priority Costs					\$50,000
TOTAL Program Costs (20 years)					\$50,000

1. Project to be funded by others.

Access Management Plan

Numerous driveways or street intersections increase the number of conflicts and potential for collisions and decrease mobility and traffic flow. The City of Woodburn, as with every city, needs a balance of streets that provide access with streets that serve mobility. Access management is a set of measures regulating access to streets, roads, and highways, from public roads and private driveways. It is a policy tool which seeks to balance mobility, the need to provide efficient, safe and timely travel with the ability to allow access to individual properties. Proper implementation of access management techniques should guarantee reduced congestion, reduced collision rates, less need for roadway widening, conservation of energy, and reduced air pollution. Measures may include but are not limited to restrictions on the type and amount of access to roadways, and use of physical controls, such as signals and channelization including raised medians, to reduce impacts of approach road traffic on the main facility.

City of Woodburn access spacing standards can be found in the Woodburn Development Ordinance Section 3.04.02 and OAR Division 51, which specifies access management spacing standards for ODOT facilities. In coordination with the access spacing standards presented in these documents, Table 9 summarizes the access management projects identified to help Woodburn balance access and mobility throughout the city.

Table 9: Access Management Projects

Program/Project Number	Name	Responsible Jurisdiction	Description	Priority	Cost Estimate
AM1	Access Spacing Standard Modification	City	Develop access management standards that reflect functional classification of the roadway and that coordinate with the ODOT standards that regulate several major roadways in Woodburn	Low	\$25,000
AM2	Alternative Access	City	Investigate and implement opportunities to provide alternative access to nonstate facilities when reasonable access can occur (consistent with the State's Division 51 access management standards)	Low	\$25,000
AM3	Access Variance Process	City	Define a variance process for when the standard cannot be met	Low	\$25,000
AM4	Access Consolidation	City	Establish an approach for access consolidation over time to move in the direction of the standards at each opportunity. Cross-over easements should be provided on all compatible parcels (topography, access, and land use) to facilitate future access between adjacent parcels and inter-parcel circulation.	Low	\$25,000
AM5	Access Movement Restrictions	City	Consider opportunities to restrict certain turning movements at accesses (such as a right in-right out access)	Low	\$25,000
TOTAL High Priority Costs					\$0
TOTAL Medium Priority Costs					\$0
TOTAL Low Priority Costs					\$125,000
TOTAL Program Costs (20 years)					\$125,000

RAIL PLAN

The existing rail system in Woodburn includes freight rail, while there are currently no passenger rail terminals. Union Pacific Railroad operates a Class I rail line through Woodburn. These tracks parallel the east side of Front Street. A total of five at-grade crossings and one grade separated crossing exist along the rail line. Willamette Valley Railway operates a Shortline Railroad track that parallels the north side of Cleveland Street in the south side of town. A total of five public at-grade crossings exist along this rail line. In addition to these crossings, the rail line serves multiple local businesses along the corridor. Table 10 summarizes the rail system projects that best meet the identified goals and objectives of this plan.

Table 10: Rail Projects

Program/Project Number	Name	Responsible Jurisdiction	Description	Priority	Cost Estimate
RA1	Front Street	City	Establish a downtown Amtrak passenger rail stop along Front Street in downtown Woodburn, potentially as a public-private partnership at the "Y" property adjacent to Locomotive Park	Low	\$10,000
RA2	Front Street and Cleveland Street	City	Investigate the opportunity to remove private grade railroad crossings by providing alternative access to parcels as development and redevelopment occurs	Medium	\$10,000
RA3	Butteville Road, north of OR 219	State/County/City	Explore a passenger rail stop if commuter rail is extended between Wilsonville and Beaverton down to Salem	Low	\$5,000
TOTAL High Priority Costs					\$0
TOTAL Medium Priority Costs					\$10,000
TOTAL Low Priority Costs					\$15,000
TOTAL Program Costs (20 years)					\$25,000

AIR TRANSPORTATION

There are no airports located within the city limits. The closest airports include the Aurora State Airport (classified as an Urban General Aviation Airport) located approximately 8 miles to the north via OR 99E and OR 551 and the Mulino Airport located approximately 14 miles to the northeast via OR 211 and OR 213. No air projects or programs were identified as part of the TSP process.

MARINE TRANSPORTATION

Marine transportation is not available within the City of Woodburn, and no marine projects or programs were identified as part of the TSP process.

PIPELINE

There are no major pipeline transport facilities within the Woodburn UGB, and no pipeline projects or programs were identified as part of the TSP process.

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8 FUNDING

Funding Programs and Revenue
Planned Transportation System Cost Summary

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FUNDING

FUNDING PROGRAMS AND REVENUE

The City of Woodburn has historically relied upon multiple revenue sources to fund the maintenance of its transportation network and make capital improvements. These local gas tax revenue, inter-governmental (primarily state gas tax revenue), franchise fees, and other miscellaneous revenue. Table 11 displays the total revenue by source used to fund transportation projects within Woodburn over the most recent seven years that comprehensive data was available.

Table 11: City of Woodburn Revenue History

Revenue Source	FY 2016-2017	FY 2015-2016	FY 2014-2015	FY 2013-2014	FY 2012-2013	FY 2011-2012	FY 2010-2011	Average
Taxes	\$129,412	\$115,692	\$102,517	\$101,761	\$106,537	\$182,109	\$121,196	\$122,746
Inter-Government	\$1,480,082	\$1,454,076	\$1,409,311	\$1,384,277	\$1,597,518	\$1,312,024	\$1,116,011	\$1,393,328
Franchise	\$359,820	\$357,983	\$336,707	\$360,046	\$353,381	\$326,713	\$347,621	\$348,896
Transportation SDC Fees	\$33,396	\$183,698	\$440,595	\$521,933	\$411,527	\$400,172	\$153,268	\$306,370
Other	\$69,856	\$59,518	\$49,532	\$319,086	\$49,457	\$88,767	\$27,147	\$94,766
Revenue Total	\$2,072,566	\$2,170,967	\$2,338,662	\$2,687,103	\$2,518,420	\$2,309,785	\$1,765,243	\$2,266,107

Taxes = Local Gas Tax revenue

Inter-Government = State Gas Tax, State Fund Exchange

Other = Misc. revenue, interest income

Based on the information shown in Table 11, the City of Woodburn has generated an average of approximately \$2,266,107 per year in total revenue for transportation-related maintenance/projects.

Potential Funding Sources

The projected transportation funding analysis shows that the City of Woodburn will have a limited source of funds that can solely dedicated to transportation-related capital improvement projects over the next twenty years. As such, Woodburn will likely need to seek additional funds via transportation improvement grants, partnerships with regional and state agencies, and other funding sources to help implement future transportation-related improvements. Table 12 identifies a list of potential Grant sources and Partnering Opportunities to consider during the course of the 20-year planning horizon. Following Table 12, Table 13 identifies a list of potential new funding sources for Woodburn to consider in an effort to bolster funds for additional capital improvement projects.

Table 12: Potential Grant Sources and Partnering Opportunities

Funding Source	Description	Potential Facility Benefit	Opportunities
Statewide Transportation Improvement Program (STIP)	The Statewide Transportation Improvement Program (STIP) is Oregon's 4-year capital improvement program for major state and regional transportation facilities. This scheduling and funding document is updated every two years. Projects included on the STIP are allocated into the five different ODOT regions.	<ul style="list-style-type: none"> - Streets - Sidewalks - Bike lanes - Trails 	The next STIP (2018-2021) will be organized into two different categories that focus on projects that will fix/preserve the existing transportation network and enhance/improve the transportation network.
Federal Funding	Large trails or trail networks with a transportation purpose can compete for TIGER grant awards. Additional significant federal funding sources include TAP, STP and CMAQ. Depending upon the location and purpose, trails can also be funded by HUD CDBG funds, USDA rural development programs, or EPA funding.	- Multi-Use Trails	Projects in urban areas have traditionally been funded at a minimum of \$10,000,000 and rural trails of lower project costs are considered for TIGER funding.
Oregon Bicycle and Pedestrian Program	The Oregon Pedestrian and Bicycle Grant program ended as a standalone solicitation process in 2012. Grant monies are now distributed through the "Enhance" process in the STIP program noted above.	See STIP above	See STIP above.
ATV Grant Program	Operation and maintenance, law enforcement, emergency medical services, land acquisition, leases, planning, development and safety education in Oregon's OHV (off-highway vehicle recreation areas).	- Multi-Use Trails	http://www.oregon.gov/oprd/ATV/pages/grants.aspx

Table 13: Potential New Funding Sources for Consideration by the City of Woodburn

Funding Source	Description	Potential Facility Benefit	Opportunities
User Fees	Fees tacked onto a monthly utility bill or tied to the annual registration of a vehicle to pay for improvements, expansion, and maintenance to the street system. This may be a more equitable assessment given the varying fuel efficiency of vehicles. Regardless of fuel efficiency, passenger vehicles do equal damage to the street system.	Primarily Street Improvements	The cost of implementing such a system could be prohibitive given the need to track the number of vehicle miles traveled in every vehicle. Additionally, a user fee specific to a single jurisdiction does not account for the street use from vehicles registered in other jurisdictions.
Street Utility Fees/Road Maintenance Fee	The fee is based on the number of trips a particular land use generates and is usually collected through a regular utility bill. For the communities in Oregon that have adopted this approach, it provides a stable source of revenue to pay for street maintenance allowing for safe and efficient movement of people, goods, and services.	Preservation, restoration, and reconstruction of existing paved residential streets. Includes sidewalks, ramps, curbs and gutters, and utility relocation.	Other cities have adopted street maintenance utility fees at varying amounts charged to residential meters. Woodburn could consider a similar program.
Optional Tax	A tax that is paid at the option of the taxpayer to fund improvements. Usually not a legislative requirement to pay the tax and paid at the time other taxes are collected, optional taxes are	<ul style="list-style-type: none"> - Streets - Sidewalks - Bike lanes 	The voluntary nature of the tax limits the reliability and stableness of the funding source.

	usually less controversial and easily collected since they require the taxpayer to decide whether or not to pay the additional tax.	- Multi-Use Trails - Transit	
Sponsorship	Financial backing of a project by a private corporation or public interest group, as a means of enhancing its corporate image.	- Multi-Use Trails	Sponsorship has primarily been used by transit providers to help offset the cost of providing transit services and maintaining transit related improvements.
Federal Funding	Trails with a transportation purpose can compete for TIGER grant awards. Depending upon the location and purpose, trails can also be funded by HUD, CDBG funds, USDA rural development programs, or EPA funding.	- Trails	Projects in urban areas have traditionally been funded at a minimum of \$10,000,000 and rural trails of lower project costs are considered for TIGER funding.

PLANNED TRANSPORTATION SYSTEM COST SUMMARY

Table 14 provides a summary of the full cost of the planned and financially constrained transportation systems. As shown, the full cost of the planned system is approximately \$130.6 million over the 20-year period, including \$26.4 million in high priority projects, \$102.7 million in medium priority projects, and \$1.5 million in low priority projects. Based on the anticipated funds available for capital improvement projects, **the financially constrained plan includes all of the high priority projects**. This leaves no forecasted funding for the City to complete medium and low priority projects over the 20-year period.

Table 14: Planned Transportation System Cost Summary

Project Type	High Priority (Financially Constrained Plan Projects)	Medium Priority	Low Priority	Total
Planned Transportation System				
Bicycle	\$8,125,000	\$12,280,000	\$110,000	\$20,515,000
Pedestrian	\$6,750,000	\$10,300,000	\$355,000	\$17,405,000
Roadway	\$9,200,000	\$74,670,000	\$500,000	\$84,370,000
Safety	\$2,200,000	\$5,260,000	\$100,000	\$7,560,000
Transit	--	\$100,000	\$15,000	\$115,000
TDM ¹	\$125,000	\$100,000	\$215,000	\$440,000
Land Use	--	--	\$50,000	\$50,000
Access Management	--	--	\$125,000	\$125,000
Rail	--	\$10,000	\$15,000	\$25,000
Total	\$26,400,000	\$102,720,000	\$1,485,000	\$130,605,000
Available Funding				
Total	\$6,550,000	\$6,550,000	\$13,100,000	\$26,200,000

TDM: Transportation Demand Management
1: Includes annual costs occurred every year.

IMPLEMENTATION

The Transportation Planning Rule (TPR), as codified in Oregon Administrative Rules (OAR) 660-012-0045, requires that local jurisdictions identify and adopt land use regulations and code amendments needed to implement the TSP. The land use regulations and code amendments are provided under separate cover.



9 GLOSSARY OF TERMS

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GLOSSARY OF TERMS

The following terms are applicable only to the Woodburn Transportation System Plan and shall be construed as defined herein.

Access Management: Refers to measures regulating access to streets, roads and highways from public roads and private driveways. Measures may include but are not limited to restrictions on the type and amount of access to roadways and use of physical controls such as signals and channelization including raised medians, to reduce impacts of approach road traffic on the main facility.

Access (Street): A street designated in the functional classification system that's primary purpose is to connect residential neighborhoods with service collectors or arterials. On-street parking and access to adjacent properties is prevalent. Slower speeds should be provided to ensure community livability and safety for pedestrians and cyclists.

Accessway: Refers to a walkway that provides pedestrian and or bicycle passage either between streets or from a street to a building or other destination such as a school, park, or transit stop.

Alternative Modes: Transportation alternatives other than single-occupant automobiles such as rail, transit, bicycles and walking.

Americans with Disabilities Act (ADA): A civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.

Average Annual Daily Traffic (AADT): A measure used primarily in transportation planning and traffic engineering that represents the total volume of vehicular traffic on a highway or roadway for a year divided by 365 days.

Average Daily Traffic (ADT): This is the measurement of the average number of vehicles passing a certain point each day on a highway, road or street.

Bicycle Facility: Any facility provided for the benefit of bicycle travel, including bikeways and parking facilities.

Bicycle Network: A system of connected bikeways that provide access to and from local and regional destinations.

Bicycle Boulevard: Lower-order, lower-volume streets with various treatments to promote safe and convenient bicycle travel. Usually accommodates bicyclists and motorists in the same travel lanes, often with no specific vehicle or bike lane delineation. Assigns higher priority to through bicyclists, with secondary priority assigned to motorists. Also includes treatments to slow vehicle traffic to enhance the bicycling environment.

Bike Lane: Area within street right-of-way designated specifically for bicycle use.

Capital Improvement Plan (CIP): A community planning and fiscal management tool used to coordinate the location, timing and financing of capital improvements over a multi-year period.

Capacity: The maximum number of vehicles or individuals that can traverse a given segment of a transportation facility with prevailing roadway and traffic conditions.

Citizen Advisory Committee (CAC): An advisory committee consisting of volunteer citizens from the community they represent.

Congestion Mitigation/Air Quality (CMAQ): A program within the federal ISTEA and TEA-21 regulations that address congestion and transportation-related air pollution.

Crosswalk: Portion of a roadway designated for pedestrian crossing and can be either marked or unmarked. Unmarked crosswalks are the national extension of the shoulder, curb line or sidewalk.

Cycle Track: An exclusive bike facility that combines the user experience of a separated path with the on-street infrastructure of a conventional bike lane. A cycle track is physically separated from motor traffic and distinct from the sidewalk.

Demand Management: Refers to actions which are designed to change travel behavior in order to improve performance of transportation facilities and to reduce need for additional road capacity. Methods may include subsidizing transit for the journey to work trip, charging for parking, starting a van or carpool system, or instituting flexible work hours.

Department of Environmental Quality (DEQ): A regulatory agency whose job is to protect the quality of Oregon's environment.

Department of Land Conservation and Development (DLCD): A public agency that helps communities and citizens plan for, protect and improve the built and natural systems that provide a high quality of life.

Driveway (DWY): A short road leading from a public road to a private business or residence.

Eastbound (EB): Leading or traveling toward the east.

Fiscal Year (FY): A year as reckoned for taxing or accounting purposes.

Geographic Information Systems (GIS): A system designed to capture, store, manipulate, analyze, manage, and present all types of spatial or geographical data.

Grade: A measure of the steepness of a roadway, bikeway or walkway, usually expressed in a percentage form of the ratio between vertical rise to horizontal distance, (e.g. a 5% grade means that the facility rises 5 feet in height over 100 feet in length.)

Grade Separation: The vertical separation of conflicting travelways.

High Capacity Transit (HCT): A form of public transit distinguished from local service transit such as bus lines by higher speeds, fewer stops, more passengers, and more frequent service.

Highway Design Manual (HDM): A manual that provides uniform standards and procedures for the design of new roadways and the major reconstruction, rehabilitation, restoration, and resurfacing of existing roadways.

Intelligent Transportation Systems (ITS): the application of advanced technologies and proven management techniques to relieve congestion, enhance safety, provide services to travelers and assist transportation system operators in implementing suitable traffic management strategies.

Level of Service (LOS): A qualitative measure describing the perception of operation conditions within a traffic stream by motorists and or passengers. An LOS rating of "A" to "F" describes the traffic flow on streets and at intersections, ranging from LOS A, representing virtually free flow conditions and no impedance to LOS F representing forced flow conditions and congestion.

Local (Street): A street designated in the functional classification system that's primary purpose is to provide direct access to adjacent land uses. Short roadway distances, slow speeds, and low traffic volumes characterize local streets.

Major Arterial (Street): A street designated in the functional classification system that's primary functions are to serve local and through traffic as it enters and leaves the urban area, connect Woodburn with other urban centers and regions, and provide connections to major activity centers within the UGB.

Manual on Uniform Traffic Control Devices (MUTCD): A document issued by the Federal Highway Administration (FHWA) of the United States Department of Transportation (USDOT) to specify the standards by which traffic signs, road surface markings, and signals are designed, installed, and used.

Minor Arterial (Street): A street designated in the functional classification system that's primary functions are to connection major activity centers and neighborhoods within the UGB and to support the major arterial system.

Multi-Modal: Involving several modes of transportation including bus, rail, bicycle, motor vehicle etc.

Multi-Use Path: Off-street route (typically recreationally focused) that can be used by several transportation modes, including bicycles, pedestrians and other non-motorized modes (i.e. skateboards, roller blades, etc.)

National Highway System (NHS): The National Highway System is interconnected urban and rural principal arterial and highways that serve major population centers, ports, airports and other major travel destinations, meet national defense requirements and serve interstate and interregional travel.

Northbound (NB): Traveling or leading toward the north.

Oregon Administrative Rules (OAR): The official compilation of rules and regulations having the force of law in the U.S. state of Oregon. It is the regulatory and administrative corollary to Oregon Revised Statutes and is published pursuant to ORS 183.360 (3).

Oregon Department of Transportation (ODOT): ODOT is a public agency that helps provide a safe, efficient transportation system that supports economic opportunity and livable communities throughout Oregon. ODOT owns and operates two roadways (OR 213 and OR 211) that are located in Molalla or provide access to the city. There are street design and operational standards for these roadways which supersede Molalla's street design and operational standards.

Oregon Highway Plan (OHP): The document that establishes long range policies and investment strategies for the state highway system in Oregon.

Oregon Revised Statutes (ORS): The codified body of statutory law governing the U.S. state of Oregon, as enacted by the Oregon Legislative Assembly, and occasionally by citizen initiative. The statutes are subordinate to the Oregon Constitution.

Peak Period or Peak Hour: The period of the day with the highest number of travelers. This is normally between 4:00 p.m. to 6:00 p.m. on weekdays.

Pedestrian Connection: A continuous, unobstructed, reasonably direct route between two points that is intended and suitable for pedestrian use. These connections could include sidewalks, walkways, accessways, stairways and pedestrian bridges.

Pedestrian Facility: A facility provided for the benefit of pedestrian travel, including walkways, crosswalks, signs, signals and benches.

Pedestrian Scale: Site and building design elements that are oriented to the pedestrian and are dimensionally less than those sites designed to accommodate automobile traffic.

Regional Transportation Functional Plan (RTFP): A planning document that contains policies and guidelines to help local jurisdictions implement the policies in the Regional Transportation Plan (RTP) and its modal plans, include those for active transportation, freight movement, and high capacity transit.

Regional Transportation Plan (RTP): The transportation plan for the Portland Metro region.

Right-Of-Way (ROW or R/W): A general term denoting publicly owned land or property upon which public facilities and infrastructure is placed.

Safety Priority Index System (SPIS): An indexing system used by Oregon Department of Transportation to prioritize safety improvements based on crash frequency and severity on state facilities.

Service Collector (Street): A street designated in the functional classification system that's primary function is to provide connections between neighborhoods and major activity centers and the arterial street system. Some degree of access is provided to adjacent properties, while maintaining circulation and mobility for all users.

Shared Roadway: Roadways where bicyclists and autos share the same travel lane. May include a wider outside lane and/or bicycle boulevard treatment (priority to through bikes on local streets).

Single-Occupancy Vehicle or Single-Occupant Vehicle (SOV): A vehicle containing only a single occupant, the driver.

Southbound (SB): Traveling or leading toward the south.

Statewide Transportation Improvement Plan (STIP): The capital improvement program that identifies funding and schedule of statewide projects.

System Development Charge (SDC): Fees that are collected when new development occurs in the city and are used to fund a portion of new streets, sanitary sewers, parks and water.

Technical Advisory Committee (TAC): An advisory committee consisting of state, county, and city staff that review and provide feedback on technical memorandums.

Technical Memorandum (TM): A document that is specifically targeted to technically capable persons, such as practicing engineers or engineering managers, who are interested in the technical details of the project or task.

Traffic Control Devices: Signs, signals or other fixtures placed on or adjacent to a travelway that regulates, warns or guides traffic. Can be either permanent or temporary.

Transportation Analysis Zone (TAZ): A geographic sub-area used to assess travel demands using a travel demand forecasting model. Often defined by the transportation network and US Census blocks.

Transportation Demand Management (TDM): A policy tool as well as any action that removes single-occupant vehicle trips from the roadway network during peak travel demand periods.

Transportation and Growth Management (TGM): A program of the Oregon Department of Transportation (ODOT) that supports community efforts to expand transportation choices. By linking land use and transportation planning, TGM works in partnership with local governments to create vibrant, livable places in which people can walk, bike, take transit or drive where they want to go.

Transportation Management Area (TMA): A Transportation Management Area is an area designated by the Secretary of Transportation, having an urbanized area population of over 200,000, or upon special request from the Governor and the MPO designated for the area.

Transportation Planning Rule (TPR): A series of Oregon Administrative Rules intended to coordinate land use and transportation planning efforts to ensure that the planned transportation system supports a pattern of travel and land use in urban areas that will avoid the air pollution, traffic and livability problems faced by other large urban areas of the country through measures designed to increase transportation choices and make more efficient use of the existing transportation system.

Transportation System Management (TSM): Management strategies such as signal improvements, traffic signal coordination, traffic calming, access management, local street connectivity, and intelligent transportation systems

Transportation System Management and Operations (TSMO): An integrated program to optimize the performance of existing multimodal infrastructure through implementation of systems, services, and projects to preserve capacity and improve the security, safety, and reliability of our transportation system.

Transportation System Plan (TSP): Is a comprehensive plan that is developed to provide a coordinated, seamless integration of continuity between modes at the local level as well as integration with the regional transportation system.

Two-Way Stop Control (TWSC): An intersection, where one or more approaches is stop controlled and must yield the right-of-way to one or more approaches that are not stop controlled.

Urban Area: The area immediately surrounding an incorporated city or rural community that is urban in character, regardless of size.

Urban Growth Boundary (UGB): A regional boundary, set in an attempt to control urban sprawl by mandating that the area inside the boundary be used for higher density urban development and the area outside be used for lower density development.

Vehicle Miles Traveled (VMT): The cumulative distance a vehicle travels, regardless of number of occupants.

Volume to Capacity Ratio (V/C): A measure that reflects mobility and quality of travel of a roadway or a section of a roadway. It compares roadway demand (vehicle volumes) with roadway supply (carrying capacity).

Westbound (WB): Leading or traveling toward the west.

Exhibit B

Text that is recommended to be added is shown as underlined, and text recommended to be removed is shown in ~~strikeout~~.

A. Comprehensive Plan Designations and Implementation

...

Plan Implementation

...

Transportation Plan

~~The Transportation System Plan (TSP) (2005) was revised to reflect changes in population, employment and land use adopted in the Woodburn Comprehensive Plan (2005). The 2005 TSP includes goals and objectives, forecasts traffic growth in the City, and identifies transportation improvements needed to satisfy the forecasted growth. The plan:~~

- ~~• Establishes the functional classification of roads and streets~~
- ~~• Establishes street standard for each functional classification~~
- ~~• Evaluates interchange alternatives~~
- ~~• Establishes alternative modes of transportation~~
- ~~• Meets the Oregon Transportation Planning Rule~~

~~The Highway 99E Corridor Plan was adopted in 2012 to provide more detailed guidance about needed transportation improvements, appropriate land uses, and the urban design vision for the section of Highway 99E running through the City of Woodburn. The Corridor Plan amends and supplements the 2005 TSP and provides more specific guidance related to transportation improvements and design in the Highway 99E corridor.~~

The Woodburn Transportation System Plan (TSP) is a long-range plan that sets the vision for the City's transportation system, facilities and services to meet state, regional, and local needs for the next 20 years. The TSP was developed through community and stakeholder input and is based on the system's existing needs, opportunities, and anticipated available funding. The plan also serves as the Transportation Element of the Woodburn Comprehensive Plan. The purpose of the 2019 TSP update is to address regulatory changes that have occurred in the region since the adoption of the 2005 TSP, as well as to provide an updated list of projects to address local transportation needs and deficiencies.

The TSP addresses compliance with new or amended Federal, State, and local plans policies, and regulations, including the Oregon Transportation Plan (OTP), the State's Transportation Planning Rule (TPR), the Oregon Highway Plan (OHP). The TSP presents the investments and priorities for the City's Pedestrian, Bicycle, Transit, and Motor Vehicle Systems.

H. Transportation

~~Transportation Goals and Policies Woodburn amended its Transportation System Plan (TSP) in coordination with Marion County, the Department of Land Conservation and Development (DLCD) and the Oregon Department of Transportation (ODOT) as part of its 2005 Periodic review package. The goals and policies listed below have been amended consistent with the 2005 TSP. A new "Marion County Coordination" subsection is added to ensure coordination with the Goals and Policies of the Marion County Growth Management Framework Plan.~~

The goals and policies adopted in this Section are used to guide long range planning, future land use and development decisions, and management of the City's transportation system. They incorporate and build upon previous transportation goals and policies and are intended to be consistent with other adopted City plans. City transportation policy also reflects and is consistent with regional and statewide planning rules and policy, including the requirement for a multi-modal, balanced approach to transportation policy.

Goal H-1 – Multimodal Mobility

~~Develop a multimodal transportation system that avoids or reduces a reliance on one form of transportation and minimizes energy consumption and air quality impacts. Provide a multimodal transportation system that avoids or reduces a reliance on one form of transportation and minimizes energy consumption and air quality impacts.~~

H-1.1 Develop an expanded intracity bus transit system that provides added service and route coverage to improve the mobility and accessibility of the transportation disadvantaged and to attract traditional auto users to use the system.

~~H-1.2 Develop a plan for providing travel options between Woodburn and Portland or Salem, including intercity bus service and potential bus/carpool park and ride facilities.~~

Encourage alternative travel options between Woodburn, Portland and Salem.

(a) Implement a Carpool/Vanpool Parking Program.

(b) Coordinate Woodburn Transit Service with other regional service provided by Cherriots Regional and Canby Area Transit.

~~H-1.3 Develop a bikeway system that provides routes and facilities that allow bicyclists to travel from residential areas to schools, parks, places of employment, and commercial areas. low stress network of bicycle lanes and routes that link major activity centers such as residential neighborhoods, schools, parks, commercial areas, and employment centers. Identify off-street facilities in City greenway and park areas. Ensure all new collector and arterial streets are constructed with bicycle lanes.~~

~~H-1.4 Identify sidewalk and off-street pathway improvements to improve pedestrian mobility within neighborhoods and between~~ Develop a comprehensive network of sidewalks and off-street pathways. Identify key connections to improve pedestrian mobility within neighborhoods and link residential areas

to schools, parks, employment centers, and commercial areas. Ensure all new collector and arterial streets are constructed with sidewalks.

H-1.5 Maintain adequate intersection and roadway capacity on the key east-west and north-south arterials. Periodically review arterials capacity to meet current and future demands.

Goal H-2 – Connectivity

~~Develop a street system which will handle projected year 2020 traffic demands in the Woodburn area, and interconnects residential areas with employment centers, schools, parks, churches, and regional transportation facilities. Provide an interconnected street system that is adequately sized to accommodate existing and projected traffic demands in the Woodburn area.~~

~~H-2.1 Develop an updated roadway functional classification plan for the Woodburn area that reflects the desired function of different roadways, and is consistent with current federal guidelines for the designation of major streets in an urban area. Develop and implement updated street design standards for arterials, collectors, and local streets. Ensure new standards and development is consistent with the functional classification plan in the TSP.~~

~~H-2.2 Work with ODOT to develop and implement strategies for improving state facilities within the City. Develop a strategy for improving Oregon 219/214, 211, and 99E through Woodburn, including added travel lanes, signalization, and access management.~~

~~H-2.32 Maintain and enhance Identify new east-west and north-south collector/minor arterial streets within the City to relieve traffic demands on Oregon 219/214, 211, and 99E and coordinate with Marion County to construct the street connections needed outside of the urban growth boundary (UGB). Where development of new collector/minor arterial streets is not possible within the near future, such as when an alignment runs outside of the UGB, work with property owners during subdivision to provide local street connections to improve connectivity in the interim.~~

~~H-2.4 Develop updated street design standards for arterials, collectors, and local streets.~~

~~H-2.5 Identify a final strategy for paving currently unimproved streets in the City.~~

~~H-2.63 Identify the need for additional public parking provisions in Woodburn, including park-and-ride facilities, as well as a plan to support increased carpooling and transit use in the future. Encourage multi-model transportation options including park-and-ride facilities, carpooling, and use of transit services.~~

~~H-2.74 Develop and implement a capital improvement program (CIP) that fulfills the transportation goals established by the community and pursues new funding sources for the CIP projects.~~

H-2.5 Provide inter-parcel circulation through cross-over easements, frontage or backage roads, or shared parking lots where feasible.

Goal H-3 – Safety

~~Develop transportation improvements that address overall traffic safety in the Woodburn area. Provide a transportation system that enhances the safety and security of all transportation modes in the Woodburn area.~~

~~H-3.1 Work with ODOT to improve safety on state facilities within the City. Develop access management strategies for Oregon 219/214 and 211 through Woodburn, particularly focusing on the section of Oregon 214 between Interstate 5 (I-5) and Cascade Drive.~~

~~Work with ODOT and property owners through the redevelopment process to improve access management on Highway 99E in accordance with the access management strategies identified in the Highway 99E Corridor Plan. Continue coordination with ODOT to improve safety on state facilities within the City and citywide access management strategies.~~

~~H-3.2 Implement strategies to address~~ Develop a plan for improving pedestrian and bicycle safety issues, specifically for travel to and from local schools, commercial areas, and major activity centers.

~~H-3.3 Identify street and railroad crossings in need of improvement, as well as those that should be closed or relocated. Remove private grade crossings by providing alternative access to parcels as development and redevelopment occurs.~~

~~H-3.4 Develop a plan for designated truck routes through the City and a plan to handle truck and rail hazardous cargoes. Prioritize movement of goods on designated freight and truck routes.~~

Goal H-4 - Strategic Investment

~~Develop a set of reliable funding sources that can be applied to fund future transportation improvements in the Woodburn area. Provide a financially sustainable transportation system through responsible stewardship of assets and financial resources.~~

~~H-4.1 Evaluate the feasibility of the full range of funding mechanisms for transportation improvements. Evaluate the feasibility of various funding mechanisms, including new and innovative sources.~~

~~H-4.2 Evaluate the feasibility of instituting an added City gas tax for transportation improvements. Preserve and maintain the existing transportation system assets to extend their useful life.~~

~~H-4.3 Identify a traffic impact fee structure for new development in the Woodburn area to fund transportation improvements.~~

Goal H-5 – Land Use and Transportation Integration

~~Develop amendments to City land use standards and ordinances to reduce travel demand and promote use of modes of transportation other than the automobile. Periodically review and update land use standards and ordinances to create a balanced built environment where existing and planned land uses are supported by an efficient multi-modal transportation system.~~

H-5.1 ~~Implement, where appropriate, identify a range of potential Transportation Demand Management (TDM) strategies that can be used to improve the efficiency of the transportation system by shifting single-occupant vehicle trips to other models and reducing automobile reliance at times of peak traffic volumes.~~

H-5.2 ~~Identify revisions to the Woodburn Zoning Ordinance for compliance with the TPR.~~

Goal H-6 – Coordination with State, Regional, and Local Partners

~~Coordinate with Marion County in planning for a safe and efficient county-wide transportation system by:~~

~~(a) Encouraging use of alternative modes of transportation including mass transit, bicycling, walking and carpooling; and~~

~~(b) Addressing transportation needs appropriate to both urban and rural areas throughout the county.~~

Develop and maintain a transportation system that is consistent with the City's adopted comprehensive plan and adopted plans of state, regional, and other local jurisdictions.

H-6.1 ~~Woodburn shall~~ Ensure plans coordinate with state, regional, and local planning rules and regulations. Consider land use, financial, and environment planning when prioritize strategic transportation investments. ~~jointly plan with the county to meet the transportation needs in the future.~~

~~(a) — The Marion County Transportation System Plan (TSP) will be designed to accommodate the forecast population, housing, and employment identified in the Framework Plan, except where modified by the Woodburn Economic Opportunities Analysis (EOA) and the acknowledged 2005 Woodburn Comprehensive Plan.~~

~~(b) Woodburn supports Marion County efforts to investigate countywide alternative transportation, such as inter-city transit, vanpooling, and passenger rail service serving the county and the Willamette Valley region.~~

H-6.2 ~~Woodburn will implement plans as provided in the Woodburn TSP.~~

~~(a) Except where topographical conditions or existing development make this standard impractical, new subdivisions and planned developments should have internal connectivity of at least 8 through streets per mile (roughly every 660 feet) for new development, and sufficient collector and arterial systems for local access.~~

~~(b) The TSP shall include a map depicting future street connections for areas to be urbanized. This is especially important in Nodal Development Overlay and Southwest Industrial Reserve overlay areas.~~

~~(c) When feasible, the County will utilize standards in the Woodburn TSP and Woodburn Development Ordinance for development that occurs on unincorporated lands within the Woodburn Urban Growth Boundary.~~

~~H-6.32 Woodburn will~~ Support Marion County efforts to provide transit connections within and between cities. The Woodburn TSP shall include transportation plans for the Woodburn Transit System that is consistent with the population and employment projections in the Woodburn Comprehensive Plan and coordinated with the “preferred alternative” found in the County’s Rural Transportation System Plan (RTSP) Framework Plan.

~~H-6.43 Woodburn should provide for a complementary mix of land uses and transportation systems. Promote multi-modal transportation options—by providing for mixed use districts and overlays. development in the Downtown Development and Conservation (DDC) District, the Mixed Use Village (MUV), and the Nodal Development Overlay (NDO) districts.~~

~~H-6.5 Woodburn shall consider traffic calming of through traffic in neighborhoods. Woodburn will coordinate with Marion County in making recommendations for methods and procedures for traffic calming that directly affects a county road, developing recommended best practices for methods, locations, and processes for traffic calming in both existing and new developments.~~

~~H-6.64 Woodburn will~~ Coordinate with Marion County in planning for freight movement by both rail and truck.

~~H-6.7 The Woodburn TSP shall include measures to improve the walking and biking environment by providing sidewalks in all new developments and by providing an interconnecting system of pedestrian connections. Designing for a comfortable and practical pedestrian environment is especially important in Downtown Woodburn and within the Nodal Development Overlay~~

~~H-6.5 Comprehensive Plan amendments from Industrial to Commercial shall be prohibited, regardless of transportation impacts or proposed mitigation, within the SWIR Overlay.~~

Goal H-7

~~Coordinate with the Oregon Department of Transportation (ODOT) to maintain highway and intersection capacity, safety and functionality by:~~

~~(a) Developing and adopting performance standards; and~~

~~(b) Prohibiting comprehensive plan amendments that do not meet adopted performance standards.~~

~~H-7.1 The Woodburn TSP shall implement an interchange management plan within the UGB based on potential and substantial adverse impacts to the I-5 Interchange.~~

~~(a) Peak hour trip generation estimates and numerical ceilings based on land uses permitted by the 2005 Woodburn Comprehensive Plan shall be determined for each designated sub-area.~~

~~(b) The City will coordinate with ODOT in monitoring trip generation impacts for each designated sub-area, considering the cumulative impacts of existing and new development.~~

~~(c) Transportation impact studies shall be required for subdivisions and planned developments, and for new commercial, industrial, public and multi-family residential development within designated sub-areas.~~

~~(d) Comprehensive Plan amendments that exceed the trip generation ceiling for a designated sub-area shall be prohibited.~~

~~(e) Comprehensive Plan amendments from Industrial to Commercial shall be prohibited, regardless of impact, within the SWIR Overlay.~~

~~(f) Woodburn shall provide ODOT with copies of transportation impact studies upon request, and as part of the Periodic Review process.~~

~~(g) Woodburn shall coordinate with ODOT, DLCD and Marion County to address potential service deficiencies affecting state highway facilities through the Periodic Review process.~~

~~H-7.2 The City shall implement medium-term conservation measures to limit access to Highways 214 and 219. Such measures shall include, but shall not be limited to:~~

~~(a) Limitations or prohibition on private access within a quarter of mile east and west of interchange ramp terminals;~~

~~(b) Access controls on, public road approaches; and~~

~~(c) Raised medians from Woodland to Oregon Way along Highways 219 and 214.~~

~~H-7.3 To ensure safety and long-range mobility on Highway 99E, the City shall be guided by the following access management objectives:~~

~~(a) Ensure that all properties are provided reasonable access to the public street network, including consideration of the economic development needs of each property.~~

~~(b) Driveways to commercial businesses on Highway 99E should be designed to allow for safe and comfortable passage, improving existing driveways to comply with ODOT design standards as opportunities arise.~~

~~(c) Consider locating business signage immediately adjacent to the downstream side of driveways to improve the ability of drivers to locate them.~~

~~(d) Provide convenient accessways for pedestrians and bicycles between the Highway 99E commercial corridor and neighboring residential areas.~~

~~(e) Safe and convenient pedestrian walkways should be provided between business entrances and sidewalks along Highway 99E, minimizing conflicts between pedestrians and motor vehicles in parking lots.~~

~~(f) Consider prohibiting driveways or restricting turning movements to driveways adjacent to turning pockets at intersections where necessary to maintain safe highway operations.~~

~~(g) Seek opportunities to align driveways on opposite sides of roadways to avoid turning conflicts.~~

~~(h) Driveways to Highway 99E should maintain adequate intersection sight distance and at a minimum shall maintain safe stopping sight distance along the highway.~~

~~(i) Reduce access points over time to move in the direction of meeting ODOT's adopted access management spacing standards for regional highways.~~

~~(j) Create shared access points to reduce the overall number of driveways along the Highway 99E corridor. Shared driveways must be supported through the establishment of easements allowing for travel between adjacent properties.~~

~~(k) Provide inter parcel circulation through cross over easements, frontage or backage roads, or shared parking lots where feasible.~~

~~(l) Utilize easements, frontage/backage roads, and lower classified city streets to allow for secondary access to facilitate large truck and emergency service vehicle circulation.~~

~~(m) Seek opportunities to enhance the connectivity of the local street system surrounding Highway 99E.~~

~~H-7.4 The City will actively participate in developing strategies and solutions to mitigate impacts to property owners that may result from implementing future highway design and planned built improvements.~~

Exhibit C

Analyses & Findings

Section references are to the Woodburn Comprehensive Plan, Oregon Administrative Rules or [Woodburn Development Ordinance \(WDO\)](#).

Legislative Amendment Provisions of the WDO

4.01 Decision-Making Procedures

4.01.02E. Type V Decisions (Legislative): Type V decisions involve legislative actions where the City Council enacts or amends the City's land use regulations, comprehensive plan, Official Zoning Map or some component of these documents. Type V decisions may only be initiated by the City Council. The Planning Commission holds an initial public hearing on the proposal before making a recommendation to the City Council. The City Council then holds a final public hearing and renders a decision. Public notice is provided for all public hearings (Section 4.01.14). The City Council's decision is the City's final decision and is appealable to LUBA within 21 days after it becomes final.

This is a legislative amendment to the Comprehensive Plan and qualifies as a Type V decision. Staff completed the public notices for the Commission hearing date of August 8, 2019, specifically a newspaper ad in the *Woodburn Independent* and mailed notice to select agencies – including Marion County, the Woodburn Fire and School Districts, and the Oregon Department of Transportation (ODOT). Notice was also provide to the Department of Land Conservation and Development (DLCD) in accordance with state statutes. The Planning Commission's recommendation will be forwarded to the City Council for consideration for adoption.

Comprehensive Plan Policies, OAR's & Statewide Planning Goals

Comprehensive Plan

H. Transportation

Goal 1.9 To ensure that growth is orderly and efficient, the City shall phase the needed public services in accordance with the expected growth. Extensions of the existing public services should be in accordance with the facility master plans and Public Facility Plan in this Comprehensive Plan.

The proposed TSP provides for orderly and efficient growth in accordance with expected growth over the next 20 years. It includes plans for all modes of transportation with estimated costs for each project.

B-2. Woodburn shall coordinate with affected state agencies regarding proposed comprehensive plan and land use regulation amendments, as required by state law.

This project was funded by state grant and coordination was achieved by including representatives from State, County and regional entities on the technical and project management teams. All parties were notified of the proposed amendments pursuant to state law.

H-6.2 Woodburn will implement plans as provided in the Woodburn TSP.

(b) The TSP shall include a map depicting future street connections for areas to be urbanized. This is especially important in Nodal Development Overlay and Southwest Industrial Reserve overlay areas.

The TSP includes a detailed local street connections map that includes both Overlay districts. Additionally, it includes all transportation improvements included in the most recently approved Master Plans for the Nodal and SWIR Overlays.

H-6.3 Woodburn will support Marion County efforts to provide transit connections within and between cities. The Woodburn TSP shall include transportation plans for the Woodburn Transit System that is consistent with the population and employment projections in the Woodburn Comprehensive Plan and coordinated with the “preferred alternative” found in the County Framework Plan.

The TSP includes a specific Transit Plan that incorporates inter-jurisdictional transit connections and it is based on the latest adopted population and employment projections.

Statewide Planning Goals

Goal 14 Urbanization [OAR 660-015-0000(14)]

To provide for an orderly and efficient transition from rural to urban land use, to accommodate urban population and urban employment inside urban growth boundaries, to ensure efficient use of land, and to provide for livable communities.

The proposal furthers this goal by ensuring efficient use of land and providing for livable communities by planning for infrastructure to address future growth within the city's UGB.

Oregon Administrative Rules:

660-012 Transportation Planning Rule ("TPR")

Local TSP's and amendments to Plans must comply with the provisions of this rule. One of the objectives of completing this update was to review the existing TSP for compliance. Table 2 of the Attachment 103 includes an itemized list of recommended amendments specifically ensuring compliance with TPR requirements.

CONCLUSION

Based on the above Findings, Staff finds that the proposal is consistent with all applicable Comprehensive Plan, Development Ordinance and state provisions for adoption. It is recommended that the City Council ultimately adopt the 2019 Transportation System Plan and Plan amendments (LA 2018-04)



Agenda Item

September 23, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **2019-2021 Department of Land Conservation & Development (DLCD) Technical Assistance (TA) Grant – OR 219 and Butteville Road Intersection Planning Project**

RECOMMENDATION:

Adopt the Resolution authorizing staff to apply for Technical Assistance Grant funding from DLCD for the OR 219 and Butteville Road Intersection Planning Project.

BACKGROUND:

The City of Woodburn has the opportunity to apply for a Department of Land Conservation & Development (DLCD) Technical Assistance (TA) Grant, which would provide funding to complete an intersection analysis at OR 219 and Butteville Road and provide recommendations on improvements.

This intersection at OR 219 and Butteville Road is adjacent to the Southwest Industrial Reserve (SWIR) area and is of foremost concern. The intersection does not meet the mobility standards for the increased volume that will be generated by development in the SWIR. In order to determine the development threshold that would warrant improvements to the intersection, the City, County and ODOT are collaborating on this proposed project with the outcome to identify design options for the OR 219 and Butteville Road intersection, 75% engineered plans and estimates for future improvements.

The Department of Land Conservation and Development (DLCD) provides funding resources to assist Oregon communities prepare and update local land use plans and implementing ordinances to respond to growth management and resource protection issues and changes in state agency programs and requirements. Technical Assistance grants are typically used to complete needed planning requirements that are not on periodic review work programs, or to satisfy local planning needs.

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

DISCUSSION:

The City of Woodburn is proposing to prepare an application for a Department of Land Conservation & Development (DLCD) Technical Assistance (TA) Grant, which would provide funding to complete an intersection analysis at OR 219 and Butteville Road and provide recommendations on improvements.

FINANCIAL IMPACT:

The City will be submitting a DLCD TA funding request of \$120,000 for the OR 219 and Butteville Road Intersection Planning Project. There is no match requirement for this grant however, city, county, and state staff hours will be reflected as "in kind" commitment to the project. Should the City receive this grant, staff will return with a budget amendment for the General Fund Engineering and Project Management division, for authority to spend the grant funds in FY 2019-20.

COUNCIL BILL NO. 3109

RESOLUTION 2141

A RESOLUTION AUTHORIZING APPLICATION FOR- AND ACCEPTANCE OF A DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT TECHNICAL ASSISTANCE GRANT; DEMONSTRATING SUPPORT FOR THE GRANT PROJECT; AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AND EXECUTE ALL NECESSARY DOCUMENTS TO THAT EFFECT.

WHEREAS, the Department of Land Conservation and Development ("DLCD") is accepting applications for 2019-2021 Technical Assistance Grants; and

WHEREAS, the City of Woodburn is eligible to apply for grant funding to be used for completing needed planning requirements that are not part of periodic review work programs, but satisfy local planning needs; and

WHEREAS, the City Council has identified as a 2019-2020 Strategic Goal, to develop innovative funding sources to help support the completion of capital improvement projects and to grow and support strategic partnerships for economic health; and

WHEREAS, the City of Woodburn desires to pursue the DLCD Technical Assistance Grant funding to complete an intersection analysis for the intersection at OR 219 and Butteville Road; now therefore

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. The City Administrator is authorized to apply for, and if awarded, accept Technical Assistance Grant funding from DLCD for the purposes of completing an intersection analysis for the intersection at OR 219 and Butteville Road, which will provide recommendations on needed improvements for that intersection.

Section 2. The City Council fully supports the grant-identified project to study and analyze the OR 219–Butteville Road intersection as described.

Section 3. The City Administrator is authorized to execute any and all documents related to the grant application and to effectuate the award.

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, 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

September 23, 2019

TO: Honorable Mayor and City Council

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Option to Purchase Property at 970 Cascade Drive Funded Through the Community Development Block Grant (CDBG) Program**

RECOMMENDATION:

Approve the Option to Purchase Real Property Agreement for 970 Cascade Drive and authorize the City Administrator to exercise the Option in the event CDBG funding is awarded.

BACKGROUND:

On August 12, 2019, the Woodburn City Council held a public hearing and approved Resolution 2137 that authorized the City to apply for, and if awarded, accept Community Development Block Grant ("CDBG") funding from Business Oregon for the purpose of acquiring real property that would serve as a Woodburn Family Resource Center. A future family resource center funded through the CDBG Program would provide essential services to benefit low- and moderate-income individuals.

After conducting a thorough inventory of properties for the Center, 970 Cascade Drive was identified as the best fit for a Family Resource Center.

DISCUSSION:

The City is currently leasing the property (970 Cascade Drive) with a lease term through January 31, 2020. Should the City's project be funded through the CDBG Program, the City would exercise its exclusive right to purchase the property in the sum of \$1,480,000.

FINANCIAL IMPACT:

The City will apply for a CDBG grant for the purchase price of the property in the amount of \$1,480,000. In FY 2019-20 the City Council allocated \$5,000 in General Fund Non-Departmental for a potential grant match. Should the City receive the grant, staff will return with a budget amendment in the General Fund Capital Construction Fund for authority to spend the grant funds in FY 2019-20.

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

OPTION TO PURCHASE REAL PROPERTY

This Option to Acquire Real Property ("Agreement") is entered into this _____ day of _____, 2019 ("Effective Date") by and between Cascade at 214, LLC, an Oregon limited liability company ("Owner") and the City of Woodburn, an Oregon municipal corporation ("Optionee").

RECITALS

- A. Owner owns fee-simple title to real property generally located at 970-990 N. Cascade Drive, Woodburn, Oregon, more particularly described in Exhibit A, together with all improvements situated on it (the "Property").
- B. Optionee is currently leasing the Property from the Owner with a lease term through January 31, 2020.
- C. Optionee desires to purchase the Property, contingent upon receiving funding for the purchase through a Community Development Block Grant for which it is currently under consideration for.
- D. This Agreement provides for Owner's grant to Optionee of an exclusive option to purchase the Property pursuant to certain terms and conditions.

The Parties agrees as follows:

AGREEMENT

1. Grant of Option. Owner, in consideration of the sum of one dollar (\$1.00), grants to Optionee the sole and exclusive option to purchase the Property, described in Exhibit A in the manner and for the price stated in this Agreement (the "Option").
2. Option Term. The Option Term means that period of time commencing upon the Effective Date and ending on or before January 31, 2020.
3. Exercise of Option. Optionee may exercise its exclusive right to purchase the Property pursuant to the Option by giving written notice of exercise to the Owner at any point during- and prior to the expiration of the Option Term. In the event the Optionee does not exercise its right to purchase the Property granted by the Option during the Option Term, Owner shall retain the amount paid as consideration for the Option and this Agreement shall become null and void and neither party shall have any other liability, obligation, or duty pursuant to this Agreement.
4. Contract for Purchase & Sale of Real Property. In the event that the Optionee exercises its Option pursuant to the terms and conditions above, Owner agrees to sell and Optionee agrees to buy the Property and both Parties agrees to execute the Purchase and Sale Agreement attached as Exhibit B, which includes the following terms:
 - (a) Purchase Price. The purchase price for the Property will be the sum of one million four hundred eighty thousand 0/100 dollars (\$1,480,000).

(b) Closing Date. The closing date will be on or before March 31, 2020.

(c) Closing Costs. Optionee and Owner each will pay one-half of the escrow fee of the Title Company with respect to the Closing. Owner will pay the premium for the title insurance policy that Owner will be obligated to provide to Optionee, and Owner will pay all conveyance or excise taxes payable by reason of the purchase and sale of the Property. Optionee will pay the fee (exclusive of any conveyance or excise tax) for recording the conveyance documents referred to herein.

5. Miscellaneous.

5.1. Notices. All notice, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by standard overnight carrier to the following addresses:

If to Owner, to:
Cascade at 214, LLC
500 Marshall Street
Woodburn, Oregon 97071

If to Optionee, to:
City Administrator, City of Woodburn
270 Montgomery Street
Woodburn, Oregon 97071

5.2. Non-Assignment. During the Option Term, the Owner shall not in any way transfer, assign, convey or otherwise encumber its interest in the Property. Additionally, no interest of Optionee may be assigned, subcontracted, or otherwise transferred, without the prior written consent of the Owner, which Owner may withhold in its sole discretion.

5.3. Governing Law. This Agreement is governed by and construed in accordance with the laws of the State of Oregon.

5.4. Cooperation. Each party agrees to cooperate with the other in executing any documents necessary to protect the other party's rights and interest in the Property.

5.5. Severability. If any term of this Agreement is found to be invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect. The Parties intend that the provisions of this Agreement be enforced to the fullest extent permitted by applicable law. Accordingly, the Parties shall agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

5.6. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both Parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

The Parties have entered into this Option Agreement, effective as of the date first written above.

OWNER:

Cascade at 214, LLC

(name, title)

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2019, by _____
_____ as the _____ of _____
_____.

(Print Name)
Notary Public
My appointment expires: _____

OPTIONEE:

City of Woodburn

Scott Derickson, City Administrator

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2019,
by _____ as the _____
of _____.

(Print Name)
Notary Public
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

EXHIBIT B

FORM OF PURCHASE & SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this ____ day of _____, 2019 ("Effective Date"), by and between Cascade at 214, LLC, an Oregon limited liability company ("Seller") and the City of Woodburn, an Oregon municipal corporation ("Buyer").

RECITALS

- A. Seller owns fee-simple title to real property generally located at 970-990 N. Cascade Drive, Woodburn, Oregon, more particularly described in Exhibit A, together with all improvements situated thereon (the "Property").
- B. Buyer holds an exclusive option to purchase the Property and if so exercised, both Parties have agreed to execute this Purchase and Sale Agreement in the form and including the terms and conditions set out in this Agreement.

The Parties agrees as follows:

AGREEMENT

1. Purchase and Sale, Price, and Payment.

1.1. Purchase and Sale. For and in consideration of the Purchase Price (as defined in Section 1.2) and the mutual promises, covenants, representations, and warranties contained in this Agreement, Seller shall sell and convey, and the Buyer shall purchase the real property, together with all improvements, generally located at 970-990 N. Cascade Drive, Woodburn, Oregon, more particularly described in Exhibit A (the "Property").

1.2. Purchase Price. Buyer shall pay the Seller the amount of one million four hundred eighty thousand 0/100 dollars (\$1,480,000) as consideration for purchase of the Property (the "Purchase Price").

1.3. Payment. The Purchase Price shall be payable by the Buyer to the Seller on or before the Closing Date (as defined in Section 2.2.1). Payment may be made through escrow opened with First American Title Company ("Escrow Agent").

2. Escrow and Closing.

2.1. Opening of Escrow. Buyer will open an escrow account at the offices of First American Title Company at 681 Glatt Circle, Woodburn, Oregon. Upon mutual execution of this Agreement, Buyer and Seller shall deliver a fully executed copy of this Agreement to Escrow Agent.

2.2. Closing.

2.2.1 Closing Date. The consummation of the purchase and sale of the Property (the "Closing") will occur within ten (10) days after satisfaction or waiver of the Buyer's

conditions to Closing set forth in Section 4.1 below, and no later than March 31, 2020. The term "Closing Date" means the date of Closing. The Closing will be conducted through escrow with the Escrow Agent (it being the intention of the Parties that all closing documentation and funds will be delivered to the Escrow Agent).

2.2.2 Seller's Closing Obligations. At the Closing, Seller shall:

- (a) Execute, acknowledge and deliver a Statutory Warranty Deed for the Property subject only to the Permitted Exceptions and such other agreements, documents and instruments as may be necessary to transfer, convey and assign the Property to Buyer;
- (b) Deliver to Buyer, pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a non-foreign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number; and
- (c) Deliver to Buyer such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

2.2.3 Buyer's Closing Obligations. At the Closing, Buyer shall:

- (a) Deliver to Seller cash or immediately available funds for the Purchase Price; and
- (b) Deliver to Seller such other instruments or documents as may be required pursuant to the terms hereof or mutually agreed by counsel for Seller and Buyer to be necessary to fully consummate the transaction contemplated hereby.

2.2.4 Allocation of Closing Costs. The cost of closing the transaction shall be allocated between Seller and Buyer as follows:

- (a) Seller shall pay: (i) the Premium for the ALTA owner's coverage Title Policy required by subsection 3.2; and (ii) one-half of the escrow fees of the Title Company.
- (b) Buyer shall pay: (i) one-half of the escrow fees of the Title Company; (ii) the cost of additional or extended title insurance beyond standard coverage; and (iii) the cost of recording the statutory warranty deed and any other documents that Buyer may choose to record.
- (c) All other expenses incurred by Seller or Buyer with respect to Closing, including but not limited to attorneys' fees, shall be borne and paid exclusively by the party incurring the same unless the Parties hereto expressly agree in writing to the allocation of part or all of such expenses to

one of the Parties.

2.3 Risk of Loss. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date through Closing will be on Seller and thereafter will be on Buyer. Seller will immediately notify Buyer in writing of any such loss. Buyer shall notify Seller, in writing, within fifteen (15) days of Buyer's receipt of Seller's notice whether Buyer shall proceed to Closing. Buyer's failure to notify Seller that it will proceed to Closing shall constitute notice of disapproval of the loss. If Buyer disapproves of the loss, Seller shall pay any cancellation fee or other cost of the Title Company and this Agreement shall terminate and all rights and obligations of the Parties shall terminate.

3. Title.

3.1. Title Review.

3.1.1. Preliminary Commitment. Within ten (10) days following the Effective Date, Seller will cause the Title Company to issue to Buyer, at Seller's cost and expense a Preliminary Commitment for the Title Policy referred to in Section 3.2 showing the status of title of the Property, showing all exceptions and conditions, if any, affecting the Property which would appear in the Title Policy, and committing the Title Company to issue such a Title Policy to Buyer. The Seller will also cause Title Company to concurrently deliver to Buyer complete and legible copies of all instruments referred to in the Preliminary Commitment as conditions or exceptions to the title. Seller hereby authorizes and directs the Title Company to furnish to Buyer the foregoing items.

3.1.2. Buyer's Review. Buyer shall have ten (10) days after receipt of the Preliminary Commitment and exception documents to notify Seller, in writing, of its approval and disapproval of each exception shown in the Preliminary Commitment. Buyer's failure to notify Seller that it has disapproved a particular exception shall constitute Buyer's approval of that exception. Any exception that Buyer has approved shall become a Permitted Exception. Notwithstanding the foregoing, Permitted Exceptions shall not include and Seller shall be required to remove all Monetary Encumbrances, which shall be defined to mean (i) any monetary liens, including without limitation, the liens of any deeds of trust or other loan documents secured by the Property; or (ii) any mechanic's liens arising out of actions of Seller.

3.1.3. Seller's Response. Seller shall have ten (10) days after receipt of Buyer's notice to notify Buyer, in writing, of its agreement to cure or remove any of the disapproved exceptions. Seller's failure to notify Buyer that it will cure or remove a particular exception shall constitute Seller's refusal to cure or remove that exception. Seller shall remove or cure by Closing the exceptions it has agreed to remove or cure and the Monetary Encumbrances.

3.1.4. Buyer's Rights. If Seller does not agree to cure or remove all exceptions disapproved by Buyer, Buyer shall have ten (10) days from Buyer's receipt of Seller's notice of the same or, if Seller has not provided such notice, then within ten (10) days of the deadline to provide it under Section 3.1.3 to notify Seller, in writing, whether it will in

its sole discretion, waive such objections and close the transaction or terminate this Agreement. Buyer's failure to give such notice shall constitute Buyer's election to waive its objections and close the transaction. In that event, the disapproved exceptions shall become Permitted Exceptions. If Buyer elects to terminate this Agreement, Seller shall pay any cancellation fee or other cost to the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

3.1.5. Updated Title Matters. The foregoing notice and response procedure shall be repeated for any title exceptions first appearing after Buyer's receipt of the initial Preliminary Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such notice and all subsequent notices shall be delivered on or before the Closing Date.

3.2. Title Policy. At Closing, Seller will, at its sole cost and expense, cause the Title Company to issue to Buyer a standard American Land Title Association ("ALTA") form of owner's policy of title insurance, in the amount of the Purchase Price of the Property, insuring Buyer against loss or damage arising from defects in title to the Property other than the Permitted Exceptions (the "Title Policy"). The policy shall contain such endorsements as shall be reasonably requested by Buyer.

If at Closing, the Title Company will not insure the title as provided above, Buyer may either proceed to close despite the lack of required insurance or terminate this Agreement. If Buyer terminates this Agreement, Seller shall pay any cancellation fee of the Title Company, and this Agreement shall terminate all rights and obligations of the parties will terminate.

4. Conditions to Closing.

4.1. Buyer's Conditions to Closing. Close of Escrow and Buyer's obligation to purchase the Property pursuant to this Agreement are subject to the satisfaction of the following conditions at or prior to the Closing:

4.1.1. Title. By the Closing Date, Seller shall provide Buyer with marketable title to Property free and clear of liens and encumbrances except for non-delinquent bonds and taxes, zoning ordinances, building and use restrictions, easements of record which affect the Property, covenants, and conditions and restrictions of record.

4.1.2. Title Insurance. By the Closing Date, Buyer should be able to attain from the Escrow Agent the Title Policy as required by subsection 3.2.

4.1.3. Condition of the Property. The Property has not been affected by any development, building, construction, fire, flood, or moratoria prior the Closing Date.

4.1.4. Inspection Contingency. Buyer has thirty (30) days following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof; the availability of any governmental permits and approvals; and the feasibility of using the Property for Buyer's intended use. Buyer has the right to perform any tests, inspections, and feasibility studies on the Property as Buyer may deem necessary; provided, however, that Buyer will not conduct

any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Environmental Site Assessment without the prior written consent of Seller in each instance, which consent may be withheld or conditioned in Seller's sole discretion. All costs and expenses of all of Buyer's tests, inspections, and studies will be paid by Buyer when due, regardless of whether this transaction closes.

If, by the end of the Review Period, Buyer has not notified Seller in writing that Buyer accepts the Property and all aspects thereof in its then-current condition, this Agreement will automatically terminate. This Agreement thereafter will be void and neither party will have any obligation to the other, except as otherwise provided herein. If Buyer elects, Buyer may offer Seller the opportunity to correct any items Buyer determines to be unacceptable by providing Seller with written notice prior to the end of the Review Period of what must be corrected, by what dates, and in what manner (the "Correction Notice"). Within ten (10) days after Seller is given the Correction Notice Seller may notify Buyer in writing of whether and to the extent Seller will effect and pay for any corrections (the "Notice of Intent to Correct"), all of which will be completed prior to the Closing Date. If Seller fails to give a Notice of Intent to Correct within said ten (10) days, Seller will be deemed to have refused to agree to such corrections. Within ten (10) days after Seller gives a Notice of Intent to Correct (or after the last day of the period within which the notice is to be given if it is not), Buyer may elect to (i) cancel this Agreement, or (ii) agree to waive its inspection contingencies as provided in this section, whereupon Seller must promptly commence and proceed with diligence to completion prior to the Closing Date with the correction of the items that Seller agreed to undertake in its Notice of Intent to Correct. The failure of Buyer to give notice of its waiver to Seller will be deemed an election to cancel.

4.1.5. Right to Possession. At the Closing and as a condition thereto, Buyer shall have full and unrestricted right to possession of the Property subject only to the Permitted Exceptions.

4.1.6. Taxes and Liens. Seller shall be responsible for any and all deferred or abated taxes and related interest and charges, any past due taxes and assessments through Closing and shall cause such to be paid and removed at or before Closing. Seller shall not be responsible for the payment of any taxes and assessments that are levied against the Property after the Closing Date.

If any of the conditions to Buyer's obligations set forth above fail to occur at or before the Closing Date through no fault of Buyer, then Buyer may cancel the Escrow, terminate this Agreement, and recover any amounts, including the Purchase Price if deposited and any interest earned thereon, paid by Buyer to the Escrow Agent toward the purchase. Escrow Agent shall immediately release the funds to Buyer without further instruction from Seller.

4.2. Seller's Conditions to Closing. Close of Escrow and Seller's obligation to sell the Property pursuant to this Agreement, are subject to the satisfaction by Seller of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver cash for the Purchase Price on or before the Closing Date. If Buyer has failed to fulfill its obligations under this Agreement, at or before the Closing Date, through no fault of Seller, then Seller may cancel the

Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Agent pursuant to this Agreement.

5. Representations and Warranties.

5.1. Title Covenant. Seller represents and warrants that Seller is the sole owner of fee title to the Property, free of all liens and encumbrances, and will defend such title from the lawful claims of persons claiming superior title.

5.2. Authority. Seller and Buyer represent and warrant that each has obtained all requisite authorizations for the execution and delivery of this Agreement and the performance of the transactions contemplated by this Agreement, and that the execution and delivery of this Agreement are made pursuant to such authorizations. Buyer is a validly existing municipal corporation pursuant to Oregon law and the City of Woodburn Charter.

5.3. Litigation. There are no pending claims or litigation or threats of claims or litigation or other matters of which Seller is aware that could adversely affect Buyer's title, use, or enjoyment of the Property.

5.4. Encroachments. To Seller's knowledge (a) all structures and improvements, including any driveways and accessory structures, are wholly within the lot lines of the Property, (b) no existing building, structure, or improvement of any kind encroaches upon the Property from any adjacent property, and (c) there are no present or past discrepancies or disputes regarding the boundaries of the Property.

5.5. Rights and Contracts Affecting Property. Except for this Agreement, Seller has not entered into any other contracts for the sale of the Property, nor are there any existing rights of first refusal or options to purchase the Property. Except for those exceptions of record listed on the Title Report, Seller owns the Property in fee, free and clear of all liens, conditions, reservations, mortgages, leases, licenses, easements, prescriptive rights, permits, or other similar encumbrances. Seller has not sold, transferred, conveyed, or entered into any agreement regarding timber rights, mineral rights, water rights, "air rights," or any other development or other rights or restrictions relating to the Property, and to Seller's knowledge no such rights encumber the Property. There are no service contracts or other agreements pertaining to the Property that Buyer will be required to assume at Closing.

5.6. Public Improvements or Governmental Notices. To Seller's knowledge, there are no intended public improvements which will result in the creation of any liens upon the Property, nor have any notices or other information been served upon Seller from any governmental agency notifying Seller of any violations of law, ordinance, rule or regulation which would affect the Property.

5.7. Bankruptcy or Foreclosure Affecting Property. To Seller's knowledge, none of the following has occurred with respect to the Property or Seller: (i) appointment of a receiver, liquidator, or trustee for the real estate; (ii) institution of any proceeding for dissolution or liquidation; (iii) filing or any petition for bankruptcy, or action toward reorganization; or (iv) pending foreclosure or forfeiture action.

5.8. Brokers. Seller and Buyer represent and warrant that each shall be responsible for any fee or commission due to any broker employed by either party in connection with this transaction and shall not be responsible for any portion of the other parties' broker fees or commission.

5.9. Survival. The representations and warranties in this section shall survive Closing for a period of twelve (12) months.

6. Condition of Property. Excepting only the specific representations and warranties of Seller contained in Section 5 of this Agreement, all of which shall survive Closing and shall not merge with the deed, Buyer accepts the land, buildings, improvements, any personal property sold under this Agreement, and all other aspects of the Property in their present condition, AS IS, WHERE IS, including latent defects, without any representations or warranties from Seller or any agent or representative of Seller, expressed or implied, except for such warranties that may arise by law under the Deed and except as otherwise specifically set forth in this Agreement. Pursuant to Subsection 4.1.4., Buyer agrees that Buyer has ascertained, from sources other than Seller or any agent or representative of Seller, the condition of the Property, its suitability for Buyer's purposes, and the applicable zoning, building, housing, and other regulatory ordinances and laws affecting the Property. Buyer accepts the Property with full awareness of these ordinances and laws as they may affect the present use or any intended future use of the Property. Except for such warranties that may arise by law under the Deed and except as otherwise specifically stated in this Agreement Seller has made no representations with respect to such condition or suitability of the Property or such laws or ordinances.

7. Waiver. The failure of either party at any time to require performance of any provision of this Agreement will not limit the party's right to enforce the provision except to the extent expressly set forth in a writing signed by that party, nor will any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

8. 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 is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the Property.

9. Successor Interests. This Agreement is binding on and inures to the benefit of the parties, their successors, and assigns, but no interest of Buyer may be assigned, subcontracted, or otherwise transferred, voluntarily or involuntarily, without the prior written consent of Seller, which Seller may withhold in its sole discretion. Seller's consent to one transfer will not constitute consent to other transfers or waiver of this section. Any attempted assignment in violation of this provision will be void and of no effect with respect to Seller.

10. Notice. 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:

10.1. For Seller: Cascade at 214, LLC, 500 Marshall Street, Woodburn, OR 97071.

10.2. For Buyer: City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071.

11. Oregon Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the Buyer and Seller that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Seller hereby agrees to the in personam jurisdiction of such court and waives any claims of an inconvenient forum.

12. Calculation of Time. In the event that the date upon which any time period ends or any duty or obligation hereunder is to be performed will occur upon a Saturday, Sunday, national banking holiday or State of Oregon holiday, then, in such event, the time period or the due date for such performance will be automatically extended to the next succeeding day that is not a Saturday, Sunday, national banking holiday or State of Oregon holiday. Except for express reference to "business" days, all time periods will be deemed to be calendar days.

13. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If either Party fails to deliver necessary funds or documents, or fails to consummate the transaction by March 30, 2020, the Purchase Price, if deposited with the Escrow Agent, will be refunded to Buyer, this Agreement shall be null and void, and the parties shall have no further liability to the other arising out of this transaction.

[SIGNATURES FOLLOW ON NEXT PAGE]

The parties have entered into this Purchase & Sale Agreement, effective as of the date first written above.

SELLER:

Cascade at 214, LLC

(name, title)

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2019, by _____
_____ as the _____ of _____
_____.

(Print Name)
Notary Public
My appointment expires: _____

BUYER:

City of Woodburn

Scott Derickson, City Administrator

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2019,
by _____ as the _____
of _____.

(Print Name)
Notary Public
My appointment expires: _____

CERTIFICATE OF APPROVAL OF CONVEYANCE
(ORS 93.808)

The City of Woodburn, acting through its City Administrator, hereby approves and accepts, pursuant to ORS 93.808, the conveyance of warranty deed from Cascade at 214, LLC, of the real property described in the deed to which this Certificate is attached.

A copy of this Certificate may be affixed to and recorded with the warranty deed described above.

DATED this _____ day of _____, 2019.

CITY OF WOODBURN

Scott Derickson, City Administrator

State of Oregon)
) ss.
County of Marion)

The foregoing instrument was acknowledged before me on _____, 2019, by Scott Derickson, City Administrator of the City of Woodburn, acting under authority granted to him by the Woodburn City Council.

(Print Name)
Notary Public
My appointment expires: _____

September 23, 2019

TO: Honorable Mayor and City Council

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Memorandum of Understanding (MOU) with Love INC for Governance of the "Woodburn Family Resource Center" Funded through the Community Development Block Grant (CDBG) Program**

RECOMMENDATION:

Authorize the City Administration to sign the MOU between the City and Love INC for the management of a Woodburn Family Resource Center funded through the CDBG program.

BACKGROUND:

On August 12, 2019, the Woodburn City Council held a public hearing and approved Resolution 2137 that authorized the City to apply for, and if awarded, accept Community Development Block Grant ("CDBG") funding from Business Oregon for the purpose of acquiring real property that would serve as a Woodburn Family Resource Center.

A future family resource center funded through the CDBG Program would provide essential services to benefit low- and moderate-income individuals.

DISCUSSION:

Should the City's project be funded through the CDBG Program, the City has identified Love INC as an essential partner to both occupy space within the family resource center, but more importantly serve as an on-site manager and administrator for the center.

This MOU is a non-binding aspirational document intended to address the nature of a future operating relationship between the City and Love INC in the event the City is awarded funding through the CDBG Program for a family resource center. While some details of the MOU still need to be finalized, the draft document is attached for your information.

FINANCIAL IMPACT:

As agreed in the MOU and pending grant award, the City would commit to provide the following resources to support the family resource center facility for a minimum period of five years:

- Provide water, sewer, and storm water utility services
- Obtain and keep in full force and effect adequate casualty insurance for the property
- Provide an annual financial commitment of \$5,000 to a maintenance fund for the facility

**MEMORANDUM OF UNDERSTANDING
FOR
GOVERNANCE OF THE “WOODBURN FAMILY RESOURCE CENTER” FUNDED THROUGH THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the City of Woodburn, an Oregon Municipal Corporation (the “City”), and Love INC of North Marion County, an Oregon nonprofit corporation (“Love INC”) (together the “Parties”).

BACKGROUND

- A. On August 12, 2019, the Woodburn City Council held a public hearing and approved Resolution 2137 that authorized the City to apply for, and if awarded, accept Community Development Block Grant (“CDBG”) funding from Business Oregon for the purpose of acquiring real property that would serve as a Woodburn family resource center.
- B. A future family resource center funded through the CDBG Program would provide essential services to benefit low- and moderate-income individuals.
- C. Should the City’s project be funded through the CDBG Program, it is the intent of the City to acquire and own the property that would serve as the family resource center and then lease program space to suitable non-project entities that would operate and provide services within the facility.
- D. Should the City’s project be funded through the CDBG Program, the City has identified Love INC as an essential partner to both occupy space within the family resource center, but more importantly serve as an on-site manager and administrator for the center.
- E. This MOU is intended to address the nature of a future operating relationship between the City and Love INC in the event the City is awarded funding through the CDBG Program and acquires the property for a family resource center.
- F. This MOU is a non-obligating and legally non-binding document that describes the intentions, roles, and responsibilities of the Parties who may decide to work together as described above.

UNDERSTANDING

1. Relationship of the Parties. Nothing in this MOU is intended, or is to be deemed to create a partnership or joint venture between the Parties. Love INC shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Love INC to carry out any activities under this MOU.

1.1 Status of the Parties.

1.1.1 City of Woodburn. The City, as a non-metropolitan city in Oregon, is eligible and has been invited by Business Oregon to apply for a Community Development Block

Grant (“CDBG”) to fund a project that meets the national objective of benefiting low- and moderate-income individuals. The City has identified a CDBG-eligible project more precisely as opening a Woodburn family resource center. The City is currently in the process of applying for \$1.5 million in CDBG funding to acquire real property that includes a facility that would house or serve as the location of a family resource center.

1.1.2 Love INC. Love INC is a non-profit entity located in Woodburn, Oregon, that serves eleven local communities in Marion County. Love INC’s three pillars of service include helping people currently in poverty by meeting their immediate needs, helping people get out of poverty by meeting their relational needs, and addressing the causes of poverty by meeting the community’s systemic needs. Over the past several years, Love INC has expanded and grown its level of services greatly and is currently in a position where it could benefit greatly by having a more suitable facility from which to operate from.

1.2 Authority. Each party represents and warrants that it has the full right and power to enter into this MOU and that it is fully ready, willing, and able to perform all its obligations hereunder.

1.3 Primary Contacts. Both Parties shall designate and identify a point person to work with the other party on any provisions of this MOU and the future operation of the family resource center. The City's Community Relations Manager will serve as the City's point of contact until or unless another individual is designated.

2. CDBG Funded Project. The City is seeking award of Community Development Block Grant (“CDBG”) funding to acquire real property that includes a facility that will serve as a family resource center in Woodburn, Oregon. It is the intent of the Parties that should the City’s project be funded through the CDBG program, Love INC would serve as the on-site manager and administrator of the family resource center for a period of not less than five (5) years.

2.1 Community Development Block Grant. The City is solely responsible for the cost and effort of preparing and filing the grant application for the CDBG Program. Love INC agrees as part of this process to provide requested information to the City that may be necessary for completion of the grant application. The City shall submit its application no later than the September 30, 2019 deadline. Should the city be awarded the grant, the City shall be solely responsible for managing future grant distributions and completing all project reporting obligations.

2.2 Procurement & Ownership of Facility. Should the City’s project be funded through the CDBG Program, the City intends to purchase the property located at 970-990 N. Cascade Drive, Woodburn, Oregon (the “Facility”), and maintain sole ownership of the Facility for a minimum of five (5) years.

2.3 Facility Occupancy. Following the City’s purchase of the subject Facility, Love INC would relocate the majority of its operations and community services to the Facility and serve as the primary tenant and on-site manager at the family resource center for a minimum of five (5) years. Throughout this time, the City and Love INC intend to also identify additional nonprofit

service providers that could occupy additional office space and suites within the Facility as available and suitable to the mission and purpose of the center.

2.4 Family Resource Center. The City and Love INC agree to work in partnership to ensure that the Facility serves as a functioning and beneficial family resource center for Woodburn residents.

2.4.1 Non-Profit Status. Through the duration of the five-year cooperative relationship that this MOU contemplates, Love INC agrees that it will maintain its status as a 501(c)(3) nonprofit entity.

2.4.2 Program Services. The City and Love INC agree to work cooperatively to ensure that Love INC and all other nonprofit service providers located within the Facility can and will work in a coordinated fashion and complimentary to one another to meet the stated goals and needs of a Woodburn family resource center that provides essential services to benefit low- and moderate-income individuals.

2.4.3 Serviced Clientele. Per CDBG Program requirements, the family resource center is to provide essential services to benefit low- and moderate-income individuals. Love INC and all other nonprofit service providers located within the Facility will be required to document and track the income levels of its served clients to ensure compliance with this program requirement. Love INC and other nonprofit service providers located within the Facility may utilize some variety of the sample client intake form attached as Exhibit A to collect this information. An annual report that includes this information must be submitted to the City at year's end. The City may also request records or to audit an entities' records to ensure that this program requirement is being met.

2.4.4 Service Area. Per CDBG Program requirements, the family resource center is to provide essential services to City of Woodburn residents, with the exception of incidental use by non-Woodburn residents. Love INC and all other nonprofit service providers located within the Facility will be required to document and track the residency of its served clients to ensure compliance with this program requirement. Love INC and other nonprofit service providers located within the Facility may utilize some variety of the sample client intake form attached as Exhibit A to collect this information. An annual report that includes this information must be submitted to the City at year's end. The City may also request records or to audit an entities' records to ensure that this program requirement is being met.

2.4.5 Non-Discrimination. Love INC and all other nonprofit service providers located within the Facility will be required to provide client services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

3. Facility Management.

3.1 Love INC as Property Manager. Following the City's purchase of the subject Facility, Love INC would serve as the on-site administrator to manage the Facility on behalf of the City for a period of at least five (5) years. Management services would include: (i) making or causing to be made all necessary repairs and alterations to the Facility as deemed advisable or necessary; (ii) supervising or overseeing construction of tenant improvements, remodels, or capital improvements; (iii) assigning office space and suite areas for occupancy by third-party tenants; and (iv) performing other brokerage-type services related to the Facility, such as, screening for appropriate tenants, negotiating and signing lease agreements for space within the Facility, collecting rents due or to become due, and terminating tenancies as appropriate. In consideration of providing administration and management services at the family resource center, Love INC will be able to occupy a to-be identified area of space at the Facility at no-cost beyond that contemplated by Section 4 below.

3.2 Tenant Identification and Leasing. The City and Love INC agree to coordinate on identifying other suitable nonprofit entities that can occupy additional office space and suites within the Facility. These entities must have the ability and capacity to provide essential services for the family resource center that meet CDBG's low- and moderate-income client service requirements. Once suitable tenants are identified and agreed upon by the Parties, Love INC will manage the tenant's lease, and oversee Tenant's move-in, Facility access, utility and fixture needs, repair and remodel needs, and if necessary the Tenant's future move-out. A sample third-party lease agreement with Love INC serving as Landlord is attached as Exhibit B.

3.3 Tenant Alterations & Improvements. Should Love INC or any other third-party tenant desire to make tenant improvements or alterations to the Facility, Love INC shall first submit a written proposal to the City that outlines and describes the proposed work to be completed. The Parties will then together review the necessity, cost, and impact of the proposed improvements and ultimately, the City will make a determination to either approve, approve with modifications, or deny the proposal. Depending on the size and scope of proposed improvements, the City, Love INC, and the third-party tenant may agree upon a cost sharing plan for the design, planning, or construction work required for the improvements.

3.4 Prohibited Conduct. In providing Facility management, at no time shall Love INC have the authority to take out a loan secured or mortgaged against the Facility. Love INC will also not create, incur or permit to exist any lien upon the Facility.

4. Facility Operation & Maintenance.

4.1 Utilities.

4.1.1 City Paid. The City agrees that it will provide water, sewer, and stormwater utility services at its expense at the Facility.

4.1.2 Love INC Paid. Love INC will be responsible for the electricity, gas, and garbage services at the Facility. Love INC may also elect to have telephone, cable, and internet services at the Facility. Love INC may collect a cost-sharing fee from other tenants occupying the Facility that utilize shared utilities.

4.2 Insurance.

4.2.1 City Paid. The City agrees that it would obtain and keep in full force and effect adequate casualty insurance for the Facility, protecting against physical damage and against liability for loss, damage or injury to the Facility.

4.2.2 Love INC Paid. Love INC agrees that it would obtain and keep in full force and effect (i) commercial general liability insurance applicable to the Facility with a per occurrence limit of no less than \$1,000,000; (ii) “all-risk” property insurance covering standard leasehold improvements, tenant trade fixtures, equipment, furniture, and other personal property within the Facility in the amount of the full replacement cost thereof; and (iii) workers’ compensation insurance as required by the State of Oregon. All commercial general liability insurance policies shall name the City as an additional insured.

4.3 Miscellaneous.

4.3.1 IT Services. As available within its own operational capacity, the City may provide Love INC and other tenants occupying the Facility with initial IT setup assistance at no-cost. Love INC may then make additional requests to the City for IT support services by doing so in writing to the City’s IT Manager. The City reserves the right to render such service at its discretion and may prioritize the workload of its personnel to provide such services as it deems appropriate.

4.3.2 Furniture/Fixtures. The Facility would be provided by the City to Love INC with the fixtures and furnishings currently occupying the space. Love INC would have the ability remove or modify these furnishings by coordinating such efforts with the City and so long as such modifications are reasonably feasible (e.g. storage of undesired furnishings is available or disposal is practical).

4.3.3 Signs. Love INC may place and maintain interior and exterior signs at the Facility. Any sign(s) must be of professional quality and be of reasonable size for their proposed location. The design of any new exterior sign(s) for the Facility shall be submitted to the City prior to their placement and installation for the City’s approval; such approval shall not be unreasonably withheld or delayed.

4.3.4 Hazardous Materials. Neither Love INC, nor any of its agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Facility 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”).

4.4 Maintenance.

4.4.1 Responsibility. Love INC will be responsible for the general upkeep and maintenance at the building, including furnishing and paying for handyman, janitorial, security monitoring, and landscaping services to keep the Facility in a neat, clean, safe, and sanitary condition for the operation of a family resource center.

4.4.2 City Contribution. The City intends to provide an annual financial contribution to Love INC to fund a maintenance reserve account for the Facility. The City anticipates contributing at least five thousand 0/100 dollars (\$5,000) to this fund per year. Love INC may also collect a nominal annual or monthly rent amount from other tenants occupying the Facility that would also help fund a maintenance reserve account for the Facility. Any rental amount charged must be pre-approved by the City prior to being implemented.

4.4.3 Oversight & Expenditures. Love INC will need to maintain and make available to the City copies of all financial records, bank statements (deposits/debits), and detailed disbursement records that memorialize the maintenance activities at the Facility and account for the expenditure of City funds.

4.4.4 Right of Entry and Inspection. The City and City's representatives would have the right to enter the Facility at any time and without notice in case of an emergency, and otherwise at reasonable times and with reasonable advance notice to Love INC to examine the Facility and to make alterations, improvements, repairs, or additions as are required, provided Love INC's use and enjoyment of the Facility is not unreasonably interfered with and that City shall repair and refinish the affected areas. The City would provide reasonable written notice of any need to conduct repairs or other work beyond normal maintenance and routine repairs.

4.4.5 Damages. Love INC shall be responsible for the direct costs of all damages to the Facility associated with its programs and activities, not including normal wear and tear.

5. Miscellaneous.

5.1 Assignment. The obligations and duties contemplated by this MOU are specific to the Parties involved. Neither party may assign the rights and responsibilities contemplated by this MOU to any other individual or entity.

5.2 No Third Party Beneficiaries. No provisions of this MOU are intended or will be construed to confer upon or give to any person or entity other than the signatories to this MOU any rights, remedies or other benefits under or by reason of this MOU.

5.3 Future Agreement. Should the City's project be funded through the CDBG Program, it is the intent of the Parties to replace this MOU with a binding operating agreement that better defines the roles and responsibilities of the Parties in administering family resource center services at the identified Facility.

5.4 Indemnification. Each party shall, to the extent it may under the Constitution and laws of Oregon, indemnify the other against all claims, demands, suits, actions, losses, damages

liabilities, costs and expenses of any kind or nature arising directly out of a parties' intentional, reckless, or negligent acts, errors, or omissions in carrying out any activity under this MOU.

5.5 Limitation of Liability. The City shall not be liable for injury, damage, or loss suffered by Love INC, its agents or employees, on the Facility property, not caused by the negligence or intentional acts of the City, its agents, employees, or contractors.

5.6 Termination. As a non-binding document, either Party may terminate any perceived obligation or duty set out in this MOU by submitting written notice to the other party of its intent to terminate.

5.7 Notices. Any notice under this MOU 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 MOU or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

(a) The City. City Administrator, City of Woodburn, 270 Montgomery Street,
Woodburn, Oregon 97071.

(b) Love INC. _____

5.8 Oregon Law. To the extent applicable, this MOU is governed by and construed in accordance with the laws of the State of Oregon.

The parties have executed this MOU effective as of the last date of signature specified below.

CITY OF WOODBURN,
an Oregon municipal corporation

LOVE INC,
an Oregon nonprofit corporation

Scott Derickson, City Administrator

(name), (title)

Date

Date

EXHIBIT A

NON-PROFIT CLIENT INTAKE FORM

[SAMPLE]

[NON-PROFIT'S NAME/CONTACT INFO]

Date: _____

Who are you Seeking Services for Today?

☐ MYSELF ☐ SELF + FAMILY ☐ MY CHILDREN ☐ OTHER _____

What Services or Assistance are Being Sought: _____

Are you a Woodburn Resident?

☐ YES

☐ NO

Household Size? _____

Annual Household Income?

☐ Less than \$14,999 ☐ \$15,000 - \$24,999 ☐ \$25,000 – 34,999
☐ \$35,000 – 44,999 ☐ \$45,000 – \$54,999 ☐ \$55,000 – 64,999 ☐ \$65,000+

Ethnicity?

☐ Hispanic or Latino or Spanish Origin
☐ Not Hispanic or Latino or Spanish Origin

Race?

☐ American Indian or Alaska Native
☐ Asian
☐ Black or African American
☐ Native Hawaiian or Other Pacific Islander
☐ White

EXHIBIT B

FAMILY RESOURCE CENTER LEASE AGREEMENT [TEMPLATE]

This [office space/suite] Lease Agreement ("Agreement") is made as of the last date of signatures indicated below ("Effective Date"), between Love INC, an Oregon nonprofit entity (the "Landlord"), and [name], an [entity type] (the "Tenant") (collectively, the "Parties").

The Parties agree as follows:

1. Premises. The Landlord leases to Tenant, and Tenant leases from Landlord, [describe office space/suite] located at the Woodburn Family Resource Center, 970-990 N. Cascade Drive, Woodburn, Oregon (the "Premises"), more specifically described as follows:

1.1. Office Space. The Office Space will consist of [describe], more particularly set out in attached Exhibit A [Exhibit A can include site plan of facility].

1.2. Common Areas. During the term of this Agreement, the Office Space is designated for sole use by Tenant. Tenant shall also have the non-exclusive right, in common with Landlord and other tenants, to use the following shared facilities or common areas of the Premises per the following conditions:

1.2.1. Parking Area. Tenant and Tenant's invitees may utilize the parking facilities on the Premises, 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 Landlord, or inhibit community members from parking at, or accessing the family resource center.

1.2.2. Conference Rooms. Tenant may request to use the Conference Rooms [describe where/which rooms] on the Premises by making a written request to the Landlord. Requests for this use will generally be honored on a first-come-first-served basis unless a conflict arises where the Landlord or another tenant requires immediate use of the same space at the same time.

1.2.3. Other. Tenant may also utilize the restrooms, lunch and break room areas, hallways, ingresses/egresses, landscaped areas, and walkways on the Premises.

2. Term.

2.1 Term. The Term of this Agreement commences upon [date], and unless earlier terminated, will expire on [date].

2.2 Option to Extend. Tenant shall have the option to extend this Agreement for up to [fill-in renewal options]. 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 [period of time] 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 [XX].

3. Rent.

3.1. Rental Amount. Tenant shall pay to Landlord as rent the sum of [\$] per month for the entire term of the Agreement. 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.

3.2. Rental Payments. Tenant shall make all rental payments payable to Love INC at the following address: [fill in where payments should be made].

4. Conditions of Tenant's Use of the Premises.

4.1. Permissible Uses. Tenant shall use the Premises for [describe services to be provided] and for no other purpose without first obtaining the written consent of Landlord. This usage will include the general office presence and activity of Tenant [during normal business hours (i.e. Monday – Friday, 8 a.m. – 5 p.m.)]. 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 1.2. Landlord 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 Office Space remains available.

4.3. Security System for the Premises. The Premises have been equipped by the Landlord with a security system that includes [a number of video cameras, security-access points, and automatically-timed locking ingresses/egresses]. The Office Space for Tenant will be located on the Premises in an area that has secured access by means of [a key/alarm key pad/key card]. Therefore, [a key/keycard] will be provided to the Tenant and Tenant's employees for use in accessing the Office Space. Tenant agrees that it will make no duplicates of this [key/key card], and should the [key/key card] become lost or stolen, Tenant agrees to notify Landlord of such occurrence immediately. [add description of additional security system measures specific to any single tenant here]

4.4. Guests & Invitees. Tenant retains its right to use the Office Space for their work as outlined above, and may from time to time have guests or invitees present on the Premises. In such cases, guests and invitees must be accompanied by Tenant's employees while in safety-secured or common areas of the Premises. Additionally, large numbers of guests, or excessive noise or disturbances related to or caused by Tenant's guests or invitees is prohibited.

4.5. Office Equipment & Furniture. The Office Space is being provided by Landlord to Tenant with minimal furnishings. Tenant has the right to remove or modify these furnishings by coordinating such efforts with Landlord and so long as such modifications are reasonably feasible.

4.6. Printer/Copier. [include description of equipment if available to tenant]

4.7. Phone Service. [include description of phone service if available to tenant]

4.8. Mail Collection. [include description of mail collection service that may or may not be provided]

4.9. Signs & Advertisement. Tenant shall not put upon, or permit to be put upon, any part of the Premises, any signs, billboards, or advertisements for the Tenant without the prior written approval of the Landlord.

4.10. Hazardous Materials. Neither Tenant, nor any of the Tenant's agents, contractors, employees, licensees or invitees shall at any time handle, use, manufacture, store or dispose of in or about the Premises 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 the 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 the Tenant to keep, observe, or perform any provision of this paragraph.

5. Quiet Enjoyment. Landlord agrees that Tenant shall lawfully, peacefully, and quietly hold, occupy, and enjoy the Premises during the term of this Agreement 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 it has ascertained the condition of the Premises and its suitability for the Tenant's purposes.

7. Maintenance, Repair, and Improvements.

7.1. Maintenance and Repair. Landlord shall generally maintain and keep the Premises in good order, including all interior and exterior doors, wall and floor surfaces, wiring, plumbing and drain pipes, and the building's exterior walls, roof, and foundation. During the term of this Agreement, Tenant shall pay the cost of all repairs for any damage done to the Premises by itself, its guests or invitees, or any agents that it hires. If the Landlord makes repairs on behalf of the Tenant, the cost of the repairs will be added as additional rent for the following month. Upon the end of the lease term, Tenant agrees to leave the Premises clean, in good order and repair and in substantially the same condition as at the time of the commencement of license, excluding wear and tear.

7.1.1. Access. Tenant shall permit the 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 the Tenant's use and enjoyment of the Premises is not unreasonably interfered with.

7.1.2. Right of Entry and Inspection. Landlord and Landlord's representatives and agents shall have the right to enter the Premises, including the Office Space, at any time and without notice in case of an emergency, and otherwise at reasonable times and with reasonable advance notice to the Tenant to examine the Premises and to make alterations, improvements, repairs, or additions as are required, provided the Tenant's use and enjoyment of the Premises is not unreasonably interfered with and that the Landlord shall repair and refinish the affected areas. The Landlord shall provide reasonable written notice of any need to conduct repairs or other work beyond normal maintenance and routine repairs.

7.2. Alterations. Tenant shall make no alteration, additions, or improvements to the Premises without obtaining the prior written approval of the Landlord. Any approval of alterations or improvements shall be at the sole discretion of the Landlord.

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

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

8. Utilities. Landlord shall furnish and pay for all electricity, water, sewer, garbage, and other utility services used on the Premises. [include description about phone/internet utility options for Tenant]

9. Liens. Tenant shall not allow any lien of any kind, type or description to be placed or imposed upon the Premises.

10. Indemnification. Tenant shall release, indemnify, defend, and hold harmless Landlord and its officers, agents, and employees from and against any and all loss, liability, claims, costs, or damages that may occur or be claimed with respect to any person or property on, in or about the Premises resulting from any act done or omission by or through Tenant and Tenant's staff, agents, employees, customers, visitors, or invitees on the Premises by reason of Tenant's use or occupancy of the Premises.

11. Insurance. Tenant shall procure and maintain in force, at its expense, during the term of this Agreement, and furnish certificates to Landlord for the following insurance:

11.1. Commercial General Liability Insurance. Tenant must secure and maintain a Commercial General Liability policy covering bodily injury and property damage, providing limits of at least \$1,000,000 per Occurrence and a General Aggregate of at least \$2,000,000.

11.2. Worker's Compensation and Employers Liability Insurance. Tenant must secure and maintain a Workers Compensation and Employer Liability policy where required by law.

12. 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 the 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 on 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 the Landlord or anyone for whom the Landlord may be responsible.

13. Waiver of Subrogation. Neither the Landlord, nor Tenant shall be liable to the other for loss arising out of damage to or destruction of the Premises, 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 the Landlord or the 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.

14. Damage by Fire or Casualty. In case the Premises are destroyed or damaged by fire or other casualty, as to become uninhabitable, then in such event, 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.

15. Assignment & Subleasing. Assignment of this lease or subletting of the Premises is prohibited under this Agreement. Any attempt of Tenant to assign this lease or sublet the Premises will automatically terminate this Agreement.

16. Default by Tenant. Each of the following shall be deemed a default by Tenant under this Agreement:

(a) 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;

- (b) Nonperformance by Tenant of any other covenant or condition contained in this Agreement; or
- (c) Abandonment of the Premises by Tenant.

Within thirty (30) days after written notice from the Landlord demanding performance by Tenant with respect to any such default, Landlord may immediately terminate this Agreement and reenter upon the Premises and remove all persons 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.

17. Termination. This Agreement terminates as follows:

- (a) At the expiration of the Term of this Agreement;
- (b) By the mutual written consent of both Parties;
- (c) Provided either party is not in default under this Agreement beyond the applicable cure period, by either party unilaterally giving at least ninety (90) days' prior written notice to the other party; or
- (d) Per the provisions of Paragraphs 14, 15, or 16.

18. Surrender at End of Term. At the expiration of the Term of this Agreement 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 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.

19. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the parties. Tenant shall at no time hold itself out as a subsidiary or affiliate of Landlord. Further, nothing contained herein shall be deemed or construed by Tenant, nor by any third parties, as creating a relationship between Landlord and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Tenant.

20. 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:

20.1. Landlord. [contact & address].

20.2. Tenant. [contact & address].

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

22. 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.

23. 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.

24. 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:

Love INC, an Oregon nonprofit corporation

[name, title]

Date

TENENT:

[name, entity]

[name, title]

Date



Agenda Item

September 23, 2019

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator

SUBJECT: **Intergovernmental Agreement with the City of Silverton for Building Division services**

RECOMMENDATION:

Make a motion to authorize the City Administrator to sign a new Intergovernmental Agreement (IGA) with the City of Silverton for building inspection and plan review services.

BACKGROUND:

The Woodburn Building division has had IGA's with other building departments in the past, including with the City of Silverton, all of which have expired.

DISCUSSION:

The City of Silverton Building Department has requested to renew an IGA with the City of Woodburn Building Department. The new IGA is very similar in verbiage to the previous IGA with Silverton. The main revisions are an increase to the hourly rate from \$65 per hour to \$100 per hour, and Section VII additional verbiage added by our city attorney clarifying the relationship of the parties.

FINANCIAL IMPACT:

For the jurisdiction the financial impact is minimal.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___ Finance ___X___

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

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

I. Recitals

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

II. SILVERTON OBLIGATIONS

Silverton shall:

1. Perform inspections and plan reviews on behalf of Woodburn, as requested by Woodburn.
2. Comply with all ORS and OAR requirements and regulations pertaining to the inspection and plan review programs.
3. Provide State of Oregon certified/licensed inspectors to perform all inspections.
4. Complete Inspection Report Form provided by Woodburn.
5. Provide identification upon entering job site and state the reason for the site visit.
6. Provide a copy of the completed inspection report to Woodburn within 24 hours of completion of the inspection.
7. Comply with the inspection notification requirements of applicable ORS and OAR.

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

III. WOODBURN OBLIGATIONS

Woodburn shall:

1. Perform inspections and plan reviews on behalf of Silverton, as requested by Silverton.
2. Comply with all ORS and OAR requirements and regulations pertaining to the inspection and plan review programs.
3. Provide State of Oregon certified/licensed inspectors to perform all inspections.
4. Complete Inspection Report Form provided by Silverton.
5. Provide identification upon entering job site and state the reason for the site visit.
6. Provide a copy of the completed inspection report to Silverton within 24 hours of completion of the inspection.
7. Comply with the inspection notification requirements of applicable ORS and OAR.
8. Provide Silverton a monthly request for payment to be submitted with a list of the inspection requests and plan reviews completed listing each day and number of hours performing plan reviews.
9. Send a request for inspection to Silverton the morning of the requested date of inspection after first verifying with the Silverton Building Official that adequate staffing exists to provide Silverton with backup services. (Inspection request form shall include the site location, type of inspection needed, and permit information).

10. Remit payment to Silverton within 30 days of receipt of monthly request for payment by Woodburn. Woodburn shall submit final invoice for work completed under this agreement not later than 30 days after expiration date of the agreement.

IV. MUTUAL FINANCIAL OBLIGATIONS

1. Silverton and Woodburn agree to pay each other for services provided under this agreement at the rate of \$100 per hour, with a minimum of two hours for each daily occurrence. These rates may be adjusted annually (in writing) to the mutual satisfaction of both parties.
2. Payment under the terms of this agreement is separate from and in addition to the payments made under any existing agreements between Silverton and Woodburn.
3. All requests for payment shall be submitted to:

City of Woodburn
Ted Cuno, Building Official
270 Montgomery Street
Woodburn, OR 97071

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

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

V. TRAVEL AND OTHER EXPENSES

No additional fees are a part of this agreement.

VI. RESPONSIBLE PARTIES FOR ADMINISTRATION

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

City of Woodburn: Ted Cuno, Building Official
City of Silverton: Daryl Jones, Building Official

VII. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the parties. Both parties shall remain solely responsible for the employment and direct supervision, scheduling, safety, and performance of its employees while they are assigned to work under this Agreement. This responsibility also includes, among other employer obligations, providing for workers compensation coverage, payroll and wages, and associated benefits.

VIII. NON-PERFORMANCE

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

IX. INSURANCE AND INDEMNIFICATION

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

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

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

X. NONDISCRIMINATION

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

XI. COMPLIANCE WITH APPLICABLE LAWS

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

XII. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties, with the exception of the annual review and modification of rates. This agreement may be extended upon mutual written agreement for a period not to exceed two years from original expiration date.

XIII. TERMINATION

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

XIV. TERM OF AGREEMENT

This Agreement shall become effective on the date on which every party has signed this Agreement. This Agreement shall expire, unless otherwise terminated, or extended by amendment, on July 1, 2021.

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

THE CITY OF SILVERTON

THE CITY OF WOODBURN

Christy Wurster
City Manager

Scott Derickson
City Administrator

Date

Date