

COUNCIL MEETING MINUTES

SEPTEMBER 23, 2019

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 23, 2019

CONVENED The meeting convened at 7:00 p.m. with Mayor Swenson presiding.

ROLL CALL

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

Staff Present: City Administrator Derickson, City Attorney Shields, Police Chief Ferraris, Economic Development Director Johnk, Operations Director Stultz, Community Development Director Kerr, Deputy Chief Pilcher, Communications Coordinator Moore, City Recorder Pierson

WOODBURN POLICE DEPARTMENT SWEARING-IN CEREMONY

Woodburn Police Chief Ferraris administered the oath of office to new Woodburn Police Officers Josh Mitchell and Josh Rios Noonkester.

Mayor Swenson called for a 15-minute break.

CONSENT AGENDA

A. Woodburn City Council minutes of September 9, 2019,

B. Crime Statistics through August 2019.

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

CATHOLIC COMMUNITY SERVICES FOUNDATION'S REQUEST TO IMPLEMENT THE STATE LAW PROCESS FOR A PROPERTY TAX EXEMPTION FOR NONPROFIT CORPORATIONS PROVIDING LOW-INCOME HOUSING

City Administrator Derickson provided a staff report. Councilor Carney declared that he has an ex-parte contact as he has donates both his time and money to Catholic Charities. Councilor Ellsworth stated that she lives next to a Catholic Charities property. Mayor Swenson stated that he would call on those who provided speaker cards for this agenda item.

Josh Graves, Deputy Director of Catholic Community Services, spoke in support of implementing the state law process for property tax exemption for nonprofit corporations providing low-income housing. He provided information on the types of services provided by other similar properties.

Colm Willis, Marion County Commissioner, spoke in favor of implementing the property tax exemption for nonprofits that provide low-income housing. He also provided a reading of the

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state statute. He stated that there is a serious shortage of housing in Marion County.

Teresa Alonso Leon, State Representative to House District 22, spoke in support of implementing the property tax exemption for nonprofits that provide low-income housing. She noted that there is a lack of affordable housing in Oregon and they should think of those living below the poverty line and may be struggling in their homes.

Jackie Franke, Consultant to Catholic Community Services, spoke in support of implementing the property tax exemption for nonprofits that provide low-income housing.

Michael Martin, stated that his understanding of this is that if this is allowed for this charity it will be available to other charities, who would just have to comply with the state statute and the City would have no choice but to approve the application. He added that his concern would be whether the City would be stuck without the power to disapprove future applications.

Joe Budge, Woodburn Fire Chief, stated that he is not in support or opposed to this but provided information on how the exemption for nonprofits that provide low-income housing would affect the services they provide.

Councilors asked questions and provided comments. Mayor Swenson noted that more information will be needed and questions answered before a final decision can be made.

COUNCIL BILL NO. 3108 – AN ORDINANCE ADOPTING AN UPDATED TRANSPORTATION SYSTEM PLAN AND ASSOCIATED WOODBURN COMPREHENSIVE PLAN TEXT AMENDMENTS (LA 2018-04)

Carney introduced Council Bill No. 3108. City Recorder Pierson read the bill twice 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. 3108 duly passed.

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.

Carney introduced Council Bill No. 3109. 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. 3109 duly passed.

OPTION TO PURCHASE PROPERTY AT 970 CASCADE DRIVE FUNDED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Carney/Morris... 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

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is awarded. The motion passed unanimously.

MEMORANDUM OF UNDERSTANDING (MOU) WITH LOVE INC FOR GOVERNANCE OF THE “WOODBURN FAMILY RESOURCE CENTER” FUNDED THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

Carney/Morris... 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. The motion passed unanimously.

INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SILVERTON FOR BUILDING DIVISION SERVICES

Ellsworth/Morris... authorize the City Administrator to sign a new Intergovernmental Agreement (IGA) with the City of Silverton for building inspection and plan review services. The motion passed unanimously.

CITY ADMINISTRATOR’S REPORT

The City Administrator reported the following:

- The City is going to be going through an emergency management tabletop exercise.
- The League of Oregon Cities conference will be taking place this week and he will be heading over on Wednesday.
- The City has been receiving complaints about the hemp odor. He noted that this is an approved agricultural crop and there isn’t anything the City can do in regards to regulating the odor.
- Greeters took place at City Hall on September 13 and there was a great turn out.
- Based on feedback from Greeters there has been some talk about the City working with the Chamber on a business summit to discuss what is going on in Woodburn.
- The City has put out a new recruitment video that includes City employees talking about why they like working for the City of Woodburn.

MAYOR AND COUNCIL REPORTS

Councilor Morris mentioned that he received emergency alerts about the cougar sighting.

Councilor Schaub stated that she looks forward to going to the League of Oregon Cities conference.

Councilor Ellsworth stated that she is also looking forward to the League of Oregon Cities Conference.

Mayor Swenson stated that there have been two Community Center Committee meetings and they are going well. He mentioned that the Boys and Girls Club breakfast is taking place September 25. He added that he was able to speak with three different classrooms about city

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government.

ADJOURNMENT

Morris/Ellsworth... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 9:16 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

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

WOODBURN PLANNING COMMISSION PUBLIC HEARING/MEETING MINUTES

August 8, 2019

CONVENED: The Planning Commission met in a 7pm public meeting session in the City Hall Council Chambers, Chair Charlie Piper presiding.

ROLL CALL:

Chair	Piper	Present
Vice-Chair	Bandelow	Present
Commissioner	Aiken	Present
Commissioner	Corning	Present
Commissioner	Dos Reis	Absent
Commissioner	Lassen	Present
Commissioner	Berlin	Absent

Staff Present:

Chris Kerr, Community Development Director
McKenzie Granum, Assistant City Attorney
Eric Liljequist, Public Works Director

Introduction

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

Minutes

The minutes of July 25, 2019 were approved.

Business from the Audience

None

Communication

None

Public Hearing

- a. **LA 2018-04** Transportation System Plan (TSP) update and related proposed text amendments to the Comprehensive Plan.
Director Kerr reviewed the basics of the proposal.

Matt Hughart, consultant with Kittelson & Associates and CJ Doxsee with Angelo Planning Group were present. Mr. Hughart reviewed components of the Transportation System Plan, most of which are minor. He pointed out one significant proposed TSP change in Chapter 8, Table 14, Planned

Transportation System Cost Summary. High priority (financially constrained) projects would not be given a time frame, since most of these projects would likely be funded over time through ODOT and other agencies. They would, however, be considered "high value" and thus, retain their high priority status.

Commissioner Aiken explored the possibility of a separate I-5 on-ramp on the west side of I-5. Policies, standards and requirements, however, will prevent that from happening. The Commissioners discussed various streets on the TSP map and how they would be utilized in the TSP.

Michael Duncan, ODOT, responded to ODOT's role in the preparation of the document and to queries about a future I-5 interchange.

Vice-Chair Bandelow talked about the vehicular traffic issues around the Company Stores.

Commissioner Corning noted a discrepancy on one of the Figures, which incorrectly identified paths as streets. Mr. Hughart said that he would correct that in the final document.

Chair Piper had questions about the proposed Parr Road/Settlemer Avenue intersection in Table 2, R15 of the TSP. Matt Hughart said that the proposed version of the TSP could be modified, should the Commission think that the priority level be changed from low to either medium or high. Ultimately, the Commission decided that the priority level for the roadway project should remain unchanged.

Commissioner Corning made a motion to recommend approval of Legislative Amendment 2018-04, the Transportation System Plan, as presented, including the proposed text changes to the Comprehensive Plan as included in Attachment 103 and Staff's Memo the Commission dated August 8, 2019. Vice-Chair Bandelow seconded the motion. The motion was approved unanimously.

Staff Update:

Director Kerr said the Smith Creek and Boones Crossing Phase 4 developments have started grading and clearing and their engineering permits are under review.

City Council's public meeting on August 26 will include a barbecue.

The next Planning Commission meeting will be held on August 22. Future Planning Commission dates include September 12 and 26.

Adjournment

The meeting was adjourned at 8:00 pm.

APPROVED




Charlie Piper, Chair

9-26-19

Date

ATTEST



Chris Kerr
Community Development Director
City of Woodburn, Oregon

9-26-19

Date

COMMUNITY CENTER ADVISORY COMMITTEE MINUTES

SEPTEMBER 4, 2019

Convened The meeting convened at 4:30 p.m. in the Woodburn City Hall Council Chambers

Citizen Advisory Committee Members Present

Melinda Avila	Sharyn Cornett
Jeronimo Gaspar	Rebecca Hayes
Jenne Marquez	Karsen O'Bryan
David Piper	Daysi Bedolla Sotelo
Donna Stone	Michael Vasquez
Anthony Veliz	Dylan Wells

Staff Present: City Administrator Derickson, Parks and Recreation Manager Cuomo, Aquatics Supervisor Udermann,

Others Present:

Jim Kalvelage, Opsis-PIC
Chris Roberts, Opsis-PM/Designer
Gary Blackwell, Opsis-PA
Ken Ballard, Ballard*King
Kurt Lango, Lango Hansen
Kyle Trulen, Lango Hansen

Overview and summary of the Market Analysis report by Ballard*King. Review updates to program information and refinements to the concept design options for the building, site and park.

Space Program:

- The facility program comparison was updated and distributed for review. The spreadsheet compares the original program and concept in relationship to the proposed program under development. Aspirational program elements have also been added to the list.
 - Base program area is 71,500 sf
 - Add-ons include the new waterslide, recreation pool and Boys & Girls Club total 17,000 sf.
- The group discussed the location of the Boys & Girls Club spaces as a logical area that could be built as a shelled space for future occupancy without impacting the other functions of the community center.
- Jim Row requested that subsequent program area and area takeoffs in the plans include the Boys & Girls Club in the base/proposed program.

Opsis to include the 1,500 sf. of space for the Boys & Girls Club in the base program total.

Market Analysis:

- Ken Ballard presented a summary of the in-depth market analysis for the proposed facility program and its location. The discussion focused on the following:

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- The statistical information from demographic analysis indicates the primary service area, the City of Woodburn has:
 - Rather small population size.
 - There are many young families.
 - The majority ethnicity of the city population is Hispanic which should be considered in programming and sports participation. It was noted Woodburn has a strong population of Russian Old Believers.
 - The median household income in Woodburn is low compared to the secondary service area, the State of Oregon, and nationally.
 - The SPI (Spending Potential Index) for a variety of recreation activities is somewhat low (ranging from the mid-60s to low 70s on scale of 100).
 - The cost of living is lower than other areas of Oregon and national numbers and the expenditure for recreation activities are also lower.
 - The youth age groups will continue to grow in population size in the coming years. Also, the senior's age group will see the largest growth in the coming years. This should be considered in programming opportunities too.
- Extending the service area of the facility to a secondary service area is essential. The proposed secondary service area extends north towards Aurora, West towards St Paul, and south towards Gervais and Mt. Angel. The benefits include:
 - It nearly doubles the population and doubles the number of families served.
 - It increases the median age and the median household income.
 - It increases the SPI ranging from the mid-70s to the low 80s.
- A list of nearby fitness centers public, non-profit, and private was discussed.
- The existing Woodburn Aquatics Center already provides a known market presence.
- Market analysis indicates that the addition to the Woodburn Aquatic Center with cardio/fitness, a multi-purpose gym, and other recreation programs will increase the utilization rate of the facility, appealing both to those in Woodburn and the secondary service area.
- Market analysis also indicates a warm recreation pool will serve a broader base of families and provide a higher utilization rate for the facility.

Facility Layout:

- Two options for preliminary concept plans were both presented and well received by committee members as the progression of a logical and efficient layout. The program layout is nearly the same in each option with some minor variations. Option 1 has Aquatic program functions on the east end of the existing Natatorium deck that replace the existing Wading Pool. Option 2 retains the existing Wading Pool.
 - In both schemes the internal ramps previously shown have been eliminated. Instead the level would be set to match the finish floor of the existing natatorium pool deck. An accessible ramp and exterior steps connect to an entry porch on axis with the terminus of South 1st Street.
 - In Option 1, program elements shifting west within the footprint of the existing Natatorium help locate the building footprint further away from an existing 54" concrete storm drain pipe. Opsis noted that the location of the drainpipe is preliminary based upon a previous survey.
 - In Option 2, program elements stay outside the footprint of the existing Natatorium and preserve the existing Wading Pool. This results in the building footprint being closer and slightly overlapping the existing 54" concrete storm drainpipe.

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- The elevator was relocated further north to be more centrally located and in better proximity to the stairs.

Opsis to ask mechanical consultant to review options for Natatorium HVAC units. City of Woodburn to have location of existing 54" storm drainpipe verified through a survey.

Natatorium Layout:

- Both options showed variations of a warm water recreation pool and run-out type water slide that would be in an addition to the south of the existing Natatorium.
 - Relocating the water slide to a run-out type slide allows for greater flexibility in options and takes advantage of higher space of new structure. It also provides greater operational flexibility for use of the existing Competition Pool.
 - Both layouts for the warm water pools shown have the following: a shallow zone with zero-entry up to 3.5-foot water depth, an intermediate zone with water depth constant at 3.5-foot depth, and a deeper zone with water depth 3.5 foot to 5.0-foot depth.
 - The proposed recreation pool(s) was well received as a warm water amenity that offers a variety of activities and features that serves Woodburn's and the secondary service area demographics comprised of young families and seniors
- Josh Udermann asked about the ability to use the deep-water zone to accommodate group exercise programming opportunities. Michael Moreheart of Counsilman-Hunsaker said that pool configurations were test fits and that shapes/sizes would be adjusted and refined to meet programming requirements.
- Jim Row asked how the existing and new HVAC units would work to control the Natatorium environment.
 - During the discussion Pete Gauthier noted that the existing HVAC unit for the Natatorium is approximately 10 years old.
 - Group discussion concluded that the design team should design with a base assumption that a second HVAC unit be added to serve the proposed Natatorium addition.
 - An alternate should also be created to describe replacing the existing Natatorium HVAC unit and replacing with a unit to serve both the existing and expanded Natatorium spaces.

Opsis to coordinate with Mechanical design team to explore base and alternate schemes for Natatorium HVAC system(s).

Mechanical system ventilation would need to be designed around open doors if the desire is to have the pool deck open to an outdoor deck area.

Site Layout:

- An Option 3 site plan was presented.
 - This option is like Option 2 in that it has a pedestrian pathway that wraps from the north entry to the SW corner of the park.
 - The existing Boys & Girls Club building is preserved.
 - Parking count requirements need to be verified.
 - Option 3 site plan reviewed indicated approximately 207 stalls.
 - 126 stalls along S Front Street.
 - 60 stalls adjacent to 1st Street on city owned property.
 - 21 existing stalls on SW corner of Settlemier Park off Settlemier Ave.
 - The existing parking stalls in the southwest corner could be potentially connected with a vehicular path to the east stalls along S. Front Street.

All landscape options were well received by the City and the committee. Although there was a strong preference expressed for the curved geometry of Option 2 with the landscaped panhandle

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and pedestrian pathway that connects 1st Street to the park activity field and amenities to the south. The design team, City and committee will need to define the scope of site work.

- Options show pedestrian pathway from the north entry to the SW corner of the park
- Pathway aligns with Woodburn trail system
- Move playground to more visible location in park
- Outdoor basketball adjacent to skate park. Consider adding an additional basketball court
- Jesse Cuomo commented that locating the playground to a more visible location in park is desirable. A centralized location seems more appropriate.

General CAC Notes

- The Committee appointed members David Piper as Chair of Citizen Advisory Committee and Dylan Wells as Vice-Chair of Citizen Advisory Committee.
- Ken Ballard presented the Market Analysis as summarized in the notes above. Several committee members asked questions such as:
 - Is it possible to show the number of multi-family households in Woodburn and secondary service area?
 - Is there a map correlating the SPI number with location of households?
 - Is there a trend within the SPI index about participation rates among the variety of activities?
- Several committee members noted that Woodburn has a strong link to soccer and suggested that integrating soccer or soccer related programming into this community center seemed appropriate.
- Prior community outreach opportunities were discussed with the committee.
 - Jim Row spoke of a phone survey with registered voters that focused on gathering input for programming the community center addition.
 - David Piper spoke of a Parks & Recreation community outreach survey that also focused on identifying desired amenities for expanding Woodburn recreation activities.
 - These surveys indicated that cardio/fitness, multi-purpose gym, warm water program / recreation pool, and social/community spaces were the most desirable amenities.
- The committee also discussed several ideas for financing strategies varying from fundraising to seeking a partner (e.g. YMCA, local church, local business partners), and seeking local/state funding.
 - Jim Row spoke about the proposed design timeline and initiative to have this facility funded through the bond process. The proposed plan is to have a Bond measure in place for the November 2020 general election.
 - Ken Ballard explained that most public recreation facilities are funded through the bond process. He also explained that many public facilities have a deficit in their operations and thus the local government using other funds to subsidize/offset the difference.
 - Ken also explained that the financial goal should be to find a balance of recreation and community spaces that will attract a broader range of potential users while minimizing the subsidy needed to operate the facility.
 - The committee also discussed that this facility is an investment in the Woodburn community towards better health of its current and future residents.
- Several committee members also commented that the large Multi-Purpose room should be larger suggesting a space that can host at least 250 people during events.

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- City of Woodburn does not currently have a community space to accommodate groups of this size.
- Several groups and non-profits currently meet at a conference room within the Legacy Medical Group – Woodburn Health Center. There are also several non-profit galas held here annually.
- The committee thought that increasing the size of the large Multi-Purpose community room could be a great opportunity for renting space to these groups and be a benefit to the larger community.
- The committee also suggested that Opsis should attend an upcoming “Coffee Hour” meeting at the Woodburn Senior Estates to present the community center project. Opsis and Jim Row will coordinate with the group to attend a future meeting.
- In general, the committee is supportive of the development of the community center plans and the site landscape options. A few comments to consider going forward:
 - An entry plaza and the main entrance at the end of South 1st Street is good. The connection to Settlemier Park is a community benefit.
 - The playground should be in more visible and centralized space. Could the playground be a universal access design to be more inclusive for a variety of users?
 - Could fruit trees be integrated in the landscape as a community amenity and an opportunity to address food disparities?
 - Could indoor soccer/ futsal programming be integrated in the project? There is a shortage of space for playing soccer, especially among younger teams/players.
 - The community center should recognize and celebrate local success (e.g. academic and athletic achievements w/ soccer championships). The center should also celebrate the quality of life and diversity of Woodburn. It should be a facility the community is very proud of and serves everyone.
 - Is there a means of making the center more equitable especially among low income residents such as farmworkers?
- Next scheduled meetings
 - September 19th TDC and CAC
 - September 25th Public Open House
 - October 14th Woodburn City Council Presentation

APPROVED _____

David Piper, CHAIR

ATTEST _____

Heather Pierson, City Recorder
City of Woodburn, Oregon

City of Woodburn
Recreation and Park Board
Minutes



September 11th, 2019 • 5:30 p.m.

1. **CALL TO ORDER**

1. **5:30pm**

2. **ROLL CALL**

Position I	Ricardo Rodrigues, Board Secretary (12/22)-Present
Position II	Alexandra Sanarov Ramirez. Student Member (8/20)-Absent
Position III	Kasi Pankey, Member (12/21)-Present
Position IV	Beronica Rios (12/19)-Absent
Position V	Donna Stone, Member (12/21)-Present
Position VI	Ayanna Zamora, Member (12/20)-Absent
Position VII	David Piper, Board Chair (12/20)-Present

3. **APPROVAL OF MINUTES**

Recommended Action: Approve Recreation & Park Board Minutes from August 14, 2019 approved unanimously

4. **BUSINESS FROM THE AUDIENCE**

This portion of the agenda allows the public to introduce items for Board consideration not already scheduled on the agenda.

5. **NEW BUSINESS**

1. Senior Estates Park Path

- Quote from Knife River
- Starts at Country Club loops around the horse shoe pitches. Paving all that with 8ft. wide asphalt path.
- End of Sept. / Oct.
- Path floods close to the horse shoe pits and washes up to the path. Will lift up path and put piping underneath to have water run under instead of over.
- Piper- Good to see any improvements and for safety.
- Pankey- It'll be nice, for safety for all the people that walk through there and drive golf carts over it.
- Piper- Well used, a lot of people there with mobility issues. I think it's a much needed improvement.
- Pankey- Heavily used. In-laws live there.
- Tableting at The Estates on Oct 10th some of this information that will be provided at vendor fair.

- **Piper**- Closure?
- Haven't gotten that far yet there some detail work might be doing it in sections so may not need to close whole park. We'll try to share and give The Estates some information about that so they can share that.

2. Smoking Ordinance

- Brought to councils attention about need/ want from community to put in place.
- Ordinance prohibiting tobacco in city parks. Specific to tobacco products Vape, e-cig. Not including chewing tobacco only the burning of tobacco.
- Looked at several different policies across the state and ordinances. Council and items settled on and approved by Mayor at the tail end of August officially.
- Working on signage now currently and hoping to get signs posted end of September.
- Allows PD flexibility in enforcement. They can use for reinforcement to remove that patron who's been difficult in the past from a park.
- **Ricardo**- get it out of there that's good, we don't need it.
- Updating park rule signage to match color and type.
- General park rules signs
- **Ricardo**- A lot of people go to parks and smoke marijuana.
- **Jesse**- That is currently illegal. It can be consumed in a home but not in a public setting. (Nelson Park)
- **Jesse**- Call PD non-emergency line that can be enforced currently, smoking can too but haven't done any posting wouldn't want to enforce that without posting.

6. OLD BUSINESS

1. Community Center Committee Update

- Started Community Center Action Team. Had several meetings
- 21 members
- Open house September 25th @ Aquatic Center. Use fitness space for presentations. Also looking at printing boards round facility with visuals of what it's really going to look like.
- Working with Lora media Group sub-contractor of Ovsis to produce materials, waiting on stuff there to share material with school district to get community feedback.
- Will also post in usual places Library, Aquatic Center and Social Media.
- Showing the plan blue prints for Woodburn Community Center Program.

- Option 1:
- Alexandra- Is that bottom pool new and the top existing?
- Jesse- yes, bottom pool is new.
- Ricardo- That will be cool.
- Pankey- Looks similar to the Kroc center. Similar concept to have community wing and paid wing.
- Jesse- makes sense in operational stand point cut down on staff. Person in lobby can see all the way down hallway.
- Josh- one of the ideas I think they really talked about in the community wing was the flexibility to make spaces to host multiple activities with multiple groups of people and being able to flex those spaces and use them for multiple things.
- Park Improvements:
- Alexandra- That boys and girls club looks awfully small
- Jesse- it's about over 1k Sq. ft., it's a teen sight so not full pledged club.
- Josh- I just want to say how impressed I am with Ovsis so far in the in implementing all the things we've talked about.
- Jesse- I would agree they are on top of it.

7. **DIVISION REPORTS FROM DEPARTMENT**

1. Aquatics

- Expenses considerably less -12,000 less than 2018. \$48,000 last month, \$60,000 last year quite a bit lower.
- Revenue up 32,000- 2019, 28,000-2018 up \$4,000 up in revenue.
- Attendance up 12.1% from 2018. 5,611 in 2018. 6,294 in 2019 over 6k in July and 15-16% August, year record numbers for both months.
- Programs Life Guard class coming up first weekend in Oct. 4, 5 and 6. Free class for anyone to become a life guard and join team.
- Issue with woman's sauna which was original to facility that was put in there in 1994. All rusted out and no part for it anymore, working with electrician last couple day to finalize installation, Building safety cage around it for safety this week.
- New software: Recdesk cloud based Software Company. Able to access off sight. Way more user friendly.
- Swim Lessons total of 693 for summer similar to last year. Kids in group, private, or on our swim team. Swim team starting to developed that will be ran in-house. Something that we can control price, time, schedule. Practice starting in mid Oct. two 4 month seasons, super affordable \$95- 4 month hour long practice Monday, Wednesday and Friday. Mid Oct only need to have 10-12 kids to break even in program. Ages 7-15. 15 and over encouraging to join a more competitive team. If 15 or more kids 15 and over that are wanting to do swim team, may look at expanding ages.

- New event- Fun Run Series- 3 fun runs April, May and June. Taco Tuesday fun run series not sure yet. Make it fun and affordable. Bringing more details next time.
- Team swim lesson series-winter, leading up to life guard class in Spring Break time period. Last time talk about how many kids went to life guard class and failed out because they couldn't swim. Want to try to offer affordable swim lessons for \$10-\$15 for 10 lesson for them to become more comfortable and after 4-5 weeks we can use that time to recruit them to future life guard class.
- Pool maintenance closure Nov. 11-15. Closed for 1 week every year to do maintenance projects around facility.
- Video

2. Recreation

- 278 registered in youth soccer slightly down, 220 with about a week to go but had huge up tick.
- Changed registration process with cap on number of teams, with closing date.
- Close registration and figure out how many teams that makes, especially with volunteer coaches. We cap the number on a team. Cap the number of team to 12. Don't want to go past that too much to ask for a volunteer coach.
- Say we have 8 on each team, we order jerseys in larger sizes for those age groups. We might eat a little cost of we can't fill those teams but it is very rare that we don't fill the teams, we might eat cost on shirt or something but we actually ended up filling all our team with building in the little buffer. Instead of getting calls and saying no all the time. We can say we try to build in some flexibility. Customer service piece of it works really well, makes them feel like we are trying instead of getting automatic no. We've been able to full program to capacity.
- Continuing to run into having coaches contact their team, rosters email out 1 week prior to coaches meeting to give them more opportunity to contact player, it's been better we feel like it's been better but still getting a lot of parents calling stating they haven't been contacted.
- Ideas:
- Piper- group text saying "please respond to me to make sure got this", after a day check who's responded and who ever didn't respond then make an actual phone call. Communicate with coaches if you cannot get a hold of someone contact Parks & Rec. Ask for response and try second phone call as follow up. -Email. You need to make multiple attempts.
- Pankey-App sports engine.
- Kudos to fall coach volunteer group every coach but 1 came to meeting and she notified her that she wasn't coming.

- Men's league basketball registration been super late on all programs. Later than normal. 4 teams signed up day before and finished with 8 same as last fall. Well see uptake in winter and spring.
- New cheer coach with 32 participants. Split up into 2 age groups k-3 and 4-8. Two separate days. Cheering at Woodburn youth football games and also at a high school volleyball game. They will be in the sitting in the stands with JV and JV2 girls, nowhere on court that is safe. They're going to learn the cheers.
- Youth volleyball 3-4 team with 12 participants. 5,6,7,8 didn't fill enough people. If we found someone to volunteer we would find the gym space. Kelly Carlos reached out and was interested in running open gym. St. Luke's doesn't have a program right now they're struggling to find a coach. She will be running the open gym at no charge, which will be hopefully build up the spring program.
- Adult Volleyball 5 preregistered saves them few bucks to pre-register. That program is for us to continually to put it on the books and it builds. It is a \$5 dollar drop in fee just to cover our staff cost for having a staff there is why we have to charge.
- Adult trips amazing. One trip that doesn't have participants in it Canby Bizarre trip too close and comfortable a drive for most. Working on getting second driver for the Zoo trip. Had to cancel some road trips in the past, the interest wasn't there things like that. Started advertising in the news and views. Cost is so low because it is printing in house and minor cost to put it in the news and views. 72 participants signed up for fall and still have some openings. Trying to get second vehicle for Zoo trip.
- A lot of people coming in with those flyers with trips circled.
- Sunday community celebration event. Smaller more intimate. Maricela Guerrero community relations manager running the even 4 vendors, car show, and Mexican consulate will be doing presentation and a few other things, baile folklorico and 3 or 4 bands.
- Fiesta Mexicana over 22,000 people showed up. With line up and climate of all the items going on, Gilroy was right before and a lot of variable that happened prior to the event and some political climate stuff that maybe would of prevented people from coming, but still saw almost 23k people it was 22,810 in a 3 day span.
- Fiesta Video

3. Parks & Facilities

- Do quarterly walk through with park and maintenance supervisor Jeff Crabtree. First one 3 months ago evaluation inventory issues at the parks, busy summer didn't address as many of the larger issues we would have liked. Going into winter we should have a little bit more down time. Items that we run into deep clean Settlemier restrooms, changing lighting higher voltage bulbs, higher lumen bulbs. Still

working on replacing broken barricades at Nelson Park and other parks around playground.

- Youth soccer programs shifted to north soccer field and closed off section of south and done some over seeding and will do another round of over seeding and fertilizer to get that to bounce back. Working on shutting it down for the whole season in hopes to get some decent grow in and use it in spring if not we might keep it closed as long as need be might have to so alternating field thing. In case you hear any complaints about field access and why the fields are closed.
- As long as everyone understands the reasons why we close it, at the end of the day they are the ones that are going to benefit out of it.
- Only did the section that is bare. Not the whole field. Legend Park gets tone of play and continuing to try and fill those things in and hopefully maintain it.
- Bottom line is if we don't fix it and take care of it, were just going to have a dirt field.
- Working in strategic fashion to still have play in open facilities, its either that or you cut way back on amount of play and there is such a large need for access to field in the community that we were to cut way back it would be really difficult, not just our program just around on the board for the use.
- Library square bathrooms will be library hours only. Due to vandalism.

8. **FUTURE BOARD BUSINESS**

- **Wednesday October 9th cancelled due to schedule conflicts. The next Park Board meeting will be held October 2, 2019**

9. **BOARD COMMENTS**

- Based on last meeting getting in touch with Lupe, we will be hosting a Boys and Girls club night at one of our home Volleyball matches.

10. **ADJOURNMENT**

- 6:35 PM



Agenda Item

October 14, 2019

TO: Honorable Mayor and City Council through City Administrator
FROM: James C. Ferraris, Chief of Police
SUBJECT: **Leasing Specialists LLC Agreement**

RECOMMENDATION:

That the City Council, acting as the Local Contract Review Board, authorize a Municipal Lease and Option Agreement for the lease of police cars from Leasing Specialists LLC at the lease rate of \$53,544.00 per year for the next four years (\$214,176.00 total contract price).

BACKGROUND:

The Police Department utilizes a variety of motor vehicles assigned to patrol, traffic, investigations and administration to perform its law enforcement functions and responsibilities. Police vehicles, both owned and leased, are replaced on a rotation schedule to ensure the vehicles are safe, stable and functional to support the Police Department's public safety mission.

DISCUSSION:

Employing the Oregon Cooperative Purchasing Program, which provided established competitive price quotes for vehicle leases, the City identified Leasing Specialists LLC. as a suitable vendor for leasing police vehicles. Leasing Specialists LLC. was able to offer the vehicle lease to the City at the Oregon State contracted price with a competitive lease rate and stipulate to the ability to take delivery and make the first payment after the beginning of the 2019/20 fiscal year. The Police Department will be leasing 4 vehicles (2 Ford Explorers and 2 BMW motorcycles) through this program. The pricing also includes all of the necessary equipment for all of the vehicles mentioned.

FINANCIAL IMPACT:

The City will pay a total vehicle lease rate of \$53,544.00 per year for the next four years (\$214,176.00 total contract price). The Police Department's existing FY 19-20 budget as authorized by the City Council during the FY 19-20 budget process will cover the annual expense.

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

MUNICIPAL LEASE AND OPTION AGREEMENT

LESSOR: Leasing Specialists, LLC 2502 Marston Heights Colorado Springs, CO 80920 (719)439-8907	Send all documents to: Leasing Specialists, LLC 17526 O Street Omaha, NE 68135 (402)315-3792	Agreement No.: 2901 Date: August 6, 2019
LESSEE: City of Woodburn, OR 1060 Mt. Hood Ave. Woodburn, OR 97071 Phone: 503-982-2345 Fax: 503-982-2371	VENDOR: See Exhibit B Phone: Fax:	
<small>NOTE: This is an Interest Income tax-exempt transaction. No TIN/SSN must be provided because none of the payments are IRS reportable (such as Form 1099). (See Sections 103, 149, and 6041 of the Internal Revenue Code of 1986, as amended, and the Instructions for Forms 1099, 8038-G, and 8038-GC.)</small>		
EQUIPMENT DESCRIPTION (make, model, serial no., and attachments – Equipment is new unless noted) Two (2) 2020 Ford Interceptors and two (2) 2020 BMW R1250RT-P 1FM5K8AB0LGA90789, 1FM5K8AB7LGA71511, WB10J630SLZG39535 and WB10J6307LZG39536 as more thoroughly described in Exhibit "A" to the Agreement		
<small>Any additional equipment will be described in any Detailed Equipment Description Amendment that is executed and which refers to this Agreement.</small>		
Lessor assumes and shall have no responsibility for performance or maintenance of Equipment. Equipment is to be insured by Lessee. VENDOR IS NOT AN AGENT OF LESSOR and no representative of Vendor is authorized to waive, supplement or otherwise alter any provision hereof. Maintenance and/or supplies ARE NOT included in this Agreement unless specified in the Equipment Description. Lessor of assignee has a security interest in Equipment and must be notified in writing of any removal or trade-in of Equipment before full payment is made to Lessor or assignee.		
Equipment Location. Complete only if Equipment will not be located at Renter's address shown above.		
Address _____ City _____ State _____ Zip _____		
EQUIPMENT COST – TERM – PAYMENTS		
LEASE TERM	4 Annual payments (includes interest, see Section 5.02).	
PAYMENTS	\$53,544.00 upon acceptance and \$53,544.00 Annual thereafter as provided in the Payment Schedule.	
TOTAL AMOUNT FINANCED	\$197,633.52 - Includes no sales tax, all additional taxes will be the sole responsibility of Lessee.	
PURCHASE OPTION AMOUNT	Purchase Option is \$1.00 after timely making all payments.	

- THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON THE FOLLOWING PAGES, WHICH TERMS ARE MADE A PART HEREOF.
- TERMS AND CONDITIONS**
- Lessor hereby leases the equipment to Lessee for the following purposes and upon the following terms and conditions:
- A. Lessee is a public body, corporate and politic, duly organized and existing under the Constitution and laws of the State as set forth above ("State") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as a body corporate and politic.
 - B. Lessee has been duly authorized to execute, deliver and perform this Agreement under the Constitution and laws of the State and under the terms and provisions of the resolution of its governing body, or by other appropriate official approval. Lessee further represents, covenants and warrants that all requirements have been met, and procedures have occurred in order to ensure the enforceability of this Agreement, and Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder. If requested, Lessee shall deliver to Lessor an opinion of Lessee's counsel in form acceptable to Lessor certifying that all requirements of state law or municipal code or ordinance have been complied with.
 - C. During the term of this Agreement, the Equipment will be used by Lessee only for the purpose of performing one or more governmental or proprietary functions of Lessee consistent with the permissible scope of Lessee's authority and will not be used in a trade or business of any person or entity other than the Lessee.
 - D. During the period this Agreement is in force, Lessee will annually provide Lessor or its assignee(s) with proof of appropriation of funds in the current budget for the lease payments and other obligations of Lessee under this Agreement (or a copy of the complete budget if so requested by Lessor or its assignees), and proof of appropriation for the ensuing fiscal year when such appropriation has been approved by the Lessee's governing body. Lessee further agrees to make its best effort to budget for and have appropriated for each budget and/or appropriation cycle, sufficient funds to make the Lease Purchase Payments throughout the entire Lease Term.
 - E. The Equipment will have a useful life in the hands of the Lessee that is substantially in excess of the Original Term plus any Renewal Terms.
 - F. The Equipment is, and shall remain during the period this Agreement is in force, personal property and when subject to use by Lessee under this Agreement, will not be or become a fixture under applicable law.
 - G. This Agreement, and all of its Amendments and Addendums, including the Detailed Equipment Description, supersedes and replaces any and all representations or warranties made by Lessor or Vendor prior to execution of the Agreement.
 - H. The Equipment described above is NOT BEING LEASED ON ANY TYPE OR FORM OF A TRIAL OR RENTAL BASIS.
 - I. Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986 (the "Code"), including without limitation Sections 103 and 148 thereof, and the applicable regulations of the U.S. Treasury Department in order to maintain the exclusion of the interest components of Lease Purchase Payments from gross income for the purposes of U.S. federal income taxation.
 - J. Lessee will use the proceeds of this Agreement as soon as practicable, and with all reasonable dispatch, for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement shall be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of the Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code, as amended, and the applicable regulations of the U.S. Treasury Department.
 - K. Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3) (B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds issued, or to be issued, by Lessee and all subordinate entities thereof during the calendar year of commencement of this Agreement (the "issuance Year") is not reasonably expected to exceed \$10,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000.00 of qualified tax-exempt obligations (including this Agreement, but excluding private activity bonds other than qualified 501(c)(3) during the issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt obligations acceptable to Lessor that the designation of this Agreement as a "qualified tax-exempt obligation" will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
 - L. Lessee represents and warrants that it is a governmental unit under the laws of the State with general taxing powers, this Agreement is not a private activity bond as defined in Section 141 of the Code, as amended, 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee and the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued, or to be issued, by the Lessee and all subordinate entities thereof during the Issuance Year is not reasonably expected to exceed \$5,000,000.00 Lessee and all subordinate entities thereof will not issue in excess of \$5,000,000.00 of tax-exempt bonds (including this Agreement, but excluding private activity bonds) during the Issuance Year without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to Lessor that the excludability of the interest on the Agreement from gross income for federal tax purposes will not be adversely affected. (Omit and initial this paragraph if it is not applicable.)
 - M. Lessee represents and warrants that it will at no time during the Lease Term or thereafter exercise or attempt to exercise the power of eminent domain with respect to the Equipment. The Lessee's rights to acquire title to the Equipment free of the obligations of this Agreement are defined solely in this Agreement.

ARTICLE II: DEFINITIONS.

The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Municipal Lease and Option Agreement.

"Lease Term" means the Original Term defined in Article III hereof and a sufficient number of automatic renewal Term as will equal the Lease Term set forth on the face of this Agreement.

"Lessor" means (i) the entity designated on the face of this Agreement as Lessor hereunder, (ii) any surviving, resulting or transferee corporation and (iii) except where the context requires otherwise, any assignee(s) of Lessor.

"Buy-out After Payment Amount" means the amount of the payments for the balance of the entire Lease Term (assuming no early termination for non-appropriation or other cause) plus the Purchase Option Amount shown above, if any, discounted to the date of payment at the rate equal to the rate paid on United States Treasury obligations having a similar term as of the date of original acceptance of the Equipment by the Lessee, plus payment of any amounts due hereunder but not yet paid, together with interest on such overdue amounts at ten percent (10%) per annum through the date of payment.

"Renewal Term(s)" means the automatic renewal periods of this Agreement, each having a duration of one (1) year co-terminus with Lessee's fiscal year except that last of such periods which shall end on the anniversary of the Commencement Date. The terms and conditions during any Renewal Term shall be the same as the terms and conditions during the Original Term, except that the Lease Purchase Payments shall be as provided in the attached Payment Schedule.

"Vendor" means the Vendor identified on page 1 of this Agreement and the manufacturers of any of the Equipment as well as the agents or dealers of the manufacturers from whom Lessor purchased or is purchasing the Equipment.

ARTICLE III: COMMENCEMENT OF LEASE TERM.

The Original Term of this Agreement shall commence on the date the Equipment is accepted by Lessee as indicated on the Certificate of Acceptance ("Commencement Date") and shall terminate the last day of Lessee's current fiscal year. For the duration of the Lease Term, this Agreement will be automatically renewed at the end of the Original Term and any Renewal Term unless the Lessee exercises an Early Option to Purchase under Article X or Section 5.05 applies. If Lessee fails to accept the Equipment conforming to Lessee's purchase order within a reasonable time after its delivery (not to exceed ten (10) days,) then at the option of Lessor, the obligations of Lessor to provide Equipment to Lessee hereunder may be cancelled and in such event Lessee shall assume all of Lessor's obligations under any purchase order or purchase agreement with the Vendor related to the Equipment in lieu of its obligation to make Lease Purchase Payments. Further, in such case, Lessee agrees to indemnify and hold Lessor harmless from any claims, including demand for payment of the purchase price of the Equipment.

ARTICLE IV: INSPECTION.

Lessor and any assignee of Lessor's right under this Agreement shall have the right at all reasonable times and upon reasonable notice during business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

ARTICLE V: LEASE PURCHASE PAYMENTS.

Section 5.01 Lease Purchase Payments to Constitute a Current Expense of Lessee. Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Purchase Payments hereunder shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of Lessee.

Section 5.02 Payment of Lease Purchase Payments. Lessee shall pay Lease Purchase Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor or, in the event of assignment by Lessor, to its assignee, in the amounts and on the dates set forth in the Payment Schedule attached to this Agreement. A portion of each Lease Purchase Payment is paid as, and represents payment of, interest and principal, respectively. The Payment Schedule sets forth the interest component and principal component of each Payment during the Lease Term.

Section 5.03 Lease Purchase Payments to be Unconditional. Subject to Section 5.05, the obligation of Lessee to make payments of Lease Purchase Payments and other payments required under this Agreement shall be absolute and unconditional in all events and are intended by the parties to be "net" of personal property and sales taxes and insurance. Lessee shall make all such payments when due and shall not withhold any such payments as a result of any disputes arising between or among Lessee and Lessor, any Vendor or any other person, nor shall Lessee have the right to assert any set-off, reduction or deduction, defense, or counterclaim against its obligation to make such payments or be entitled to any abatement of such payments as a result of accident or unforeseen circumstances or any other reason.

Section 5.04 Continuation of Lease Term by Lessee. Lessee intends to renew this Agreement through all of the Renewal Terms and to pay all the Lease Purchase Payments hereunder. Lessee reasonably believes that legally available funds of an amount sufficient to make all Lease Purchase Payments during the Original Term and each Renewal Term can be obtained. Lessee further intends to do all things lawful within its power to obtain and maintain funds from which Lease Purchase Payments may be made, including making provision for such payments to the extent necessary in each bi-annual, annual, or otherwise periodic budget submitted and adopted in accordance with applicable provisions of state and local law, to have such portion of the budget approved and to exhaust all available reviews and appeals in the event such portion of the budget is not approved.

Section 5.05 Non-appropriation. In the event sufficient funds shall not be appropriated for the payment of the Lease Purchase Payments required to be paid in the next occurring Renewal Term, then Lessee may terminate this Agreement at the end of the Original Term or then current Renewal Term, and Lessee shall not be obligated to make payment of the Lease Purchase Payments provided for in this Agreement beyond the Original Term or the then current Renewal Term. Lessee agrees to deliver to Lessee notice of non-appropriation, rejection of reviews, and rejection of appeals within five (5) business days after each such event. If this Agreement is terminated under this Section 5.05, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment to Lessor at the location specified by Lessor that is a reasonable distance from the initial location of the leased Equipment.

Section 5.06 Late Payment Charge. If any Lease Purchase Payment is not made when due or within 10 days after its due date, Lessee shall pay an additional late payment charge of 5% Of the amount of the late payment.

ARTICLE VI: TITLE TO EQUIPMENT; SECURITY INTEREST.

Section 6.01 Title to the Equipment. During the term of this Agreement, risk of loss and title to the Equipment and any and all additional, repairs, replacements or modifications shall vest in Lessee, subject to the rights of Lessor under this Agreement. In the event of default as set forth in Section 12.01 or non-appropriation as set forth in Section 5.05, title to the Equipment shall immediately vest in Lessor, and Lessee will, upon Lessor's request, surrender possession of the Equipment to Lessor.

Section 6.02 Security Interest. To secure the payment of all Lessee's obligations under this Agreement, Lessee grants Lessor a first priority purchase money security interest in the Equipment and on all additions, attachments, accessions and substitutions thereto, and on any proceeds there from. Lessee agrees to execute and authorize Lessor to execute and file on Lessee's behalf, such additional documents, including a UCC-1 financing statement in the form required for filing, and such other financing statements, certificates of title, affidavits, notices and similar instruments, satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest, and upon assignment, the security interest of any assignee of Lessor, in the Equipment.

ARTICLE VII: MAINTENANCE; MODIFICATION; TAXES; AND INSURANCE.

Section 7.01 Maintenance of Equipment by Lessee. Lessee agrees that at all times during the Lease Term, Lessee will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition, and will from time to time make or cause to be made all necessary and proper repairs, replacements and modifications. If appropriate, Lessee will enter into a maintenance contract for the Equipment with Vendor or such other firm as Lessee may choose subject to the express written approval of Lessor, which approval shall not be unreasonably withheld.

Section 7.02 Taxes, Other Governmental Charges and Utility Charges. The parties to this Agreement contemplate that the Equipment will be used for governmental or proprietary purpose of Lessee and, therefore, the Equipment will be exempt from all taxes presently assessed and levied with respect to personal property. In the event the ownership, use, possession or acquisition of the Equipment is found to be subject to taxation in any form (except for income taxes payable by Lessor) Lessee will pay, as the same respectively come due, all taxes and governmental charges of any kind whatsoever that may at any time be lawfully assessed or levied against or with respect to the Equipment. If such tax is imposed directly on Lessor or its assigns, Lessee shall reimburse the person paying such tax on demand. If Lessee causes or allows events to happen that changes the interest income tax-exempt status of this Agreement, as outlined in Sections 103, 149 and 6041 on the Internal Revenue Code of 1986, as amended, or, assuming the Lessee has designated this Agreement as a "qualified tax-exempt obligation", if the Lessee exceeds ten million dollars (\$10,000,000.00) in "qualified tax-exempt obligations", as specified in Section 265(b)(3) (B) of the Internal Revenue Code of 1986, as amended, during the calendar year of commencement of this Agreement so that Lessee does not qualify as a "qualified small issuer" hereunder it will pay the "taxable interest rate" on this Agreement retroactive to its Commencement Date. The "taxable interest rate" is hereby defined as that rate that results in the same after tax yield to the Lessor or to its Assigns, as the tax-exempt rate on this Agreement or the highest rate permitted by law, whichever is less. In all events, Lessee shall pay all gas, water, steam, electricity, heat, power, telephone, utility and other charges incurred in the operation, maintenance, use, occupancy and upkeep of the Equipment.

Section 7.03 Insurance. At its own expense Lessee shall cause casualty, PUBLIC LIABILITY AND PROPERTY DAMAGE insurance to be carried and maintained, or shall demonstrate to Lessor's satisfaction that adequate self-insurance is provided with respect to the Equipment, sufficient to protect the full replacement value (new) of the Equipment or the then applicable Buy-Out After Payment Amount, whichever is greater, and to protect Lessor from any liability related to the Equipment in all events. All insurance proceeds from casualty losses shall be payable as provided in Article VIII hereof. Lessee shall pay all deductibles and shall furnish to Lessor, or to its Assigns, Certificates evidencing such coverage throughout the Lease Term. Alternatively, Lessee may insure the Equipment under a blanket insurance policy or policies, which cover not only the Equipment but also other properties. If Lessee shall insure similar properties by self-insurance, Lessee will insure the Equipment by means of an adequate insurance fund. All insurance shall name Lessee and Lessor as insured's, and loss payees as their respective interests may appear and shall provide for at least ten (10) days prior written notice by the underwriter or insurance company to the Lessor and its assigns in the event of cancellation or expiration.

ARTICLE VIII: DAMAGE; DESTRUCTION AND CONDEMNATION; PROCEEDS.

Section 8.01 Damage, Destruction and Condemnation. Lessee is responsible for any theft of destruction of, or damage to, the Equipment, whether insured or not ("Loss"). The proceeds of any insurance claim applicable to the Equipment, after deducting all expenses (including attorney fees) incurred in the collection of such claim or reward ("Net Proceeds"), shall be applied as set forth in Section 8.02.

Section 8.02 Application of Net Proceeds. In the event of a loss to the Equipment which is not deemed to be a total loss, Lessee shall cause the repair, replacement or restoration of the Equipment and pay the cost thereof, and shall apply the net proceeds of any insurance claims on the Equipment to such cost, provided, however, that if Lessee is then in default on the payments due under this Agreement, the net proceeds shall be applied as if total destruction or damage has occurred. In the event of total destruction or damage to the Equipment, whether or not Lessee is in default, at Lessor's option, Lessee shall pay to Lessor on the Lease Purchase Payment due date next succeeding the date of such loss the amount of the Buy-Out after Payment Amount applicable to such date, plus the Lease Purchase Payment due on such date, plus any other amounts payable by Lessee hereunder, and, upon payment in full of such amounts, the Lease Term shall terminate and Lessor's security interest in the Equipment shall terminate. Lessee shall retain Net Proceeds in excess of the then applicable Buy-Out after Payment Amount, if any. Lessee agrees that if the Net Proceeds are insufficient to pay in full Lessee's obligations hereunder, Lessee shall make such payments to extent of any deficiency.

ARTICLE IX: DISCLAIMER OR WARRANTIES; VENDOR'S WARRANTIES; USE

Section 9.01 Disclaimer of Warranties. LESSOR MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE EQUIPMENT, OR ANY OTHER WARRANTY WITH RESPECT THERETO. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF THE EQUIPMENT OR ANY ITEM THEREOF OR SERVICES PROVIDED FOR IN THIS AGREEMENT, OR ANY SERVICES PROVIDED BY VENDOR. Any transfer of the Equipment to the Lessee shall be made disclaiming all express and implied warranties from Lessor and its assigns.

Section 9.02 Vendor's Warranties. Lessor hereby irrevocably appoints Lessee its agent and attorney-in-fact during the Lease Term, so long as Lessee shall not be in default hereunder, to assert from time to time whatever claims and rights, including warranties of the Equipment, which Lessor may have against the Vendor and/or manufacturer of the Equipment. Lessee's sole remedy for the breach of any such warranty, indemnification or representation shall be against the Vendor and/or manufacturer of the Equipment. Lessee expressly acknowledges that Lessor makes, and has made no representation or warranties whatsoever as to the existence or availability or enforceability of such warranties of the Vendor or manufacturer.

Section 9.03 Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee shall provide all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all laws of the jurisdictions in which its operations involving an item of Equipment may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the items of the Equipment provided, however, that Lessee may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of Lessor, adversely affect the estate of Lessor in and to any of the items of the Equipment or its interest or rights under this Agreement. Lessee agrees that no more than 10% of the use of the Equipment in any month will be by persons or entities other than the Lessee or its employees on matters relating to such employment, and no more than 5% of the use of the Equipment in any month will be unrelated to use by or for the Lessee. Lessee further agrees that no management contracts will be entered into with respect to the use of the Equipment unless: (a) at least half of the compensation is on a periodic, fixed fee basis; (b) no compensation is based on a share of net profits; (c) the Lessee is able to terminate the contract without penalties at the end of any three years; and (d) the total term of such contract, including any renewals does not exceed five years.

ARTICLE X: EARLY OPTION TO PURCHASE.

Provided Lessee is not in default hereunder, Lessee may, upon giving Lessor not less than thirty (30) days prior written notice, elect to purchase all, but not less than all, of the Equipment at the end of each month, or Payment due date as established by the Commencement Date, for the Buy-Out After Payment Amount. Upon exercise of this early option to purchase, Lessee shall pay these amounts to Lessor or its assigns, on demand. As a condition precedent to exercising this early option to purchase, Lessee shall deliver to Lessor and its assigns a termination of any maintenance funding or disbursing obligations related to this Agreement.

ARTICLE XI: ASSIGNMENT; SUBLEASING; AND ADDITIONAL COVENANTS.

Section 11.01 Assignment by Lessor. This Agreement, and the rights to receive the payments to be made hereunder, may be assigned by Lessor and reassigned in whole or in part to one or more assignees at any time subsequent to the execution of this Agreement, without obtaining the consent of Lessee. Lessor agrees to give notice of assignment and upon receipt of such notice Lessee agrees to make all payments to the assignee designated in the notice of assignment, notwithstanding any claim, defense, set-off or counterclaim whatsoever (whether arising from a breach of this Agreement or otherwise) that Lessee may from time to time have against Lessor, or the assignee. Lessee agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements that may be reasonably requested and provided by Lessor or its assignee in order to protect their interests in the Equipment and in this Agreement. The Lessor's interest in this Agreement may not be assigned or reassigned in whole or in part unless (i) the document by which such assignment is made discloses the name and address of the assignee and (ii) the Lessee receives written notification of the name and address of the assignee. The Lessee covenants and agrees with the Lessor and each subsequent assignee of Lessor to maintain for the full term of this Agreement a complete and accurate written record of each such assignment and reassignment in form necessary to comply with Section 149(e) of the Internal Revenue Code of 1986, as amended, and the regulations proposed or existing from time to time promulgated hereunder. Anything in the foregoing apparently to the contrary notwithstanding, the Lessor's interest in this Agreement may be assigned in whole or in part upon terms which provide in effect that the assignee will act as a collection and paying agent for holders of certificates of participation in this Agreement, provided the Lessee receives written notification of the name and address of such collection and paying agent, and such collection and paying agent covenants and agrees to maintain for the full remaining term of this Agreement a written record of each assignment and reassignment of such certificates of participation.

Section 11.02 No Sale, Assignment or Subleasing by Lessee. This Agreement and the interest of Lessee in the Equipment may not be sold, assigned or encumbered by Lessee without the prior written consent of Lessor.

Section 11.03 Additional Covenants. Lessee shall protect and hold harmless Lessor from and against any and all liability, claims, demands, losses and damages arising out of or as a result of the entering into of this Agreement, the ownership or use of the Equipment pursuant to this Agreement, or the obligations of Lessee under this Agreement, except such liability, claims, demands, losses and damages caused by Lessor or its assigns. Such liability, claims, demands, losses and damages shall include, without limitation, counsel fees and expenses, penalties and interest, court costs, witness deposition and investigation costs, and any other expenses incurred in defense of any such liability, claims, demands, losses and damages. This obligation of Lessee shall continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of the Lease Term for any reason.

ARTICLE XII: EVENTS OF DEFAULT AND REMEDIES.

Section 12.01 Events of Default Defined. The following shall constitute an "event of default" hereunder:

- A. Failure by Lessee to pay any Lease Purchase Payment or other payment required to be paid hereunder at the time specified herein; or
- B. Failure by Lessee to observe and perform any other covenant, condition or agreement on its part to be observed or performed, other than for a period of thirty (30) days after written notice to Lessee, specifying such failure and requesting that it be remedied unless Lessor shall agree in writing to an extension of such time prior to its expiration provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected; or
- C. Breach of any material representation or warranty by Lessee under this Agreement; or

- D. Commencement by Lessee of a case or proceeding under the Federal bankruptcy laws of filing by Lessee of any petition or answer seeking reorganization, arrangement, composition, readjustment, liquidation or similar relief under any existing or future bankruptcy, insolvency or other similar law or an answer admitting or not contesting the material allegations of a petition filed against Lessee in any such proceeding; or
- E. A petition against Lessee in a proceeding under any existing or future bankruptcy, insolvency or other similar law shall be filed and not withdrawn or dismissed within thirty (30) days thereafter.

Section 12.02 Remedies on Default. Upon the occurrence of an event of default, Lessor shall have the right, at its sole option without any further demand or notice, to exercise any one or more of the following remedies:

- A. By written notice to Lessee, Lessor may declare all payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term to be due;
- B. With or without terminating this Agreement, retake possession of the Equipment and sell, lease or sublease the Equipment with the net proceeds thereof to be applied as provided herein;
- C. Require Lessee at Lessee's risk and expense to promptly return the Equipment in the manner and in the condition set forth in Section 13.10 hereof;
- D. If Lessee refuses to return the Equipment for any reason, the Equipment shall be deemed a total loss and Lessee shall pay to Lessor the Buy-Out after Payment Amount;
- E. Take whatever other action at law or in equity that may appear necessary or desirable to enforce its rights as the owner of the Equipment; and
- F. The proceeds of such sale, lease or sublease or the Equipment pursuant to Section 12.02(B) shall be applied in the following order: 1) to all expenses of Lessor in exercising its remedies under this Agreement, including without limitation all expenses of taking possession, storing, reconditions and selling, leasing or subleasing of the Equipment and all brokerage, auctioneer's and attorney's fees 2) the applicable Buy-Out after Payment Amount 3) all unpaid Lease Purchase Payments and other amounts payable by Lessee hereunder to the end of the then current Original Term or Renewal Term and 4) the balance to the Lessee unless Lessee shall so waive such payment. If the proceeds of such sale, lease or sublease shall be insufficient to pay all of items 1), 2), and 3), Lessee shall remain liable for any deficiency as to item 3), but will not remain liable for any deficiency as to items 1) and 2) in this Section F.

Section 12.03 No Remedy Exclusion. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE XIII: MISCELLANEOUS.

Section 13.01 Notices. All notices, certifications or other communications hereunder shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties, or their permitted assignees, at their respective addresses.

Section 13.02 Binding Effect. Subject to the limitations on assignment, this Agreement shall inure to the benefit of and shall be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03 Severability; Interest Limitations. In the event any court of competent jurisdiction shall hold any provision of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof. Lessee will not be required to pay and Lessor will not be permitted to collect any amount in excess of the maximum amount of interest permitted by law ("Excess Interest"). If any Excess Interest is provided for or determined to have been provided for under this Agreement, then: (A) this subsection shall govern and control; (B) Lessee will not be obligated to pay any Excess Interest; (C) any Excess Interest that Lessor may have received hereunder shall be, at Lessor's option (1) applied as a credit against the outstanding lease payment obligations (not to exceed the maximum amount permitted by law), (2) refunded to Lessee, or (3) any combination of the foregoing; (D) any interest rate(s) provided for herein shall be automatically reduced to the maximum lawful rate allowed under applicable law, and this Agreement shall be deemed to have been, and shall be, reformed and modified to reflect such reduction; and (E) Lessee will not have any action against Lessor for any damages arising out of the payment or collection of any Excess Interest.

Section 13.04 Advances. In the event Lessee fails to pay any amounts due hereunder or to perform any of its obligations under this Agreement, Lessor may at its option pay such amounts or perform such obligation, and Lessee shall reimburse Lessor the amount of such payment or cost of performance upon demand, together with interest at the rate of eighteen percent (18%) per annum or the highest rate permitted by law, whichever is less.

Section 13.05 Execution in Counterparts. This Agreement may be executed in multiple counterparts, all of which shall constitute one and the same instrument. The counterpart bearing Lessor's signature shall constitute the sole chattel paper original of this Agreement.

Section 13.06 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of the Lessee.

Section 13.07 Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08 Entire Agreement. This Agreement, together with any Amendments or Addendums and including (i) the Detailed Equipment Description annexed hereto, (ii) the Acceptance Certificate executed by Lessee, (iii) the Payment Schedule annexed hereto, (iv) the Incumbency Certificate of Lessee, (v) any documents evidencing Lessor's security interest under the Uniform Commercial Code, and (vi) the Opinion of Lessee's legal Counsel, constitute the entire agreement between Lessor and Lessee and may not be amended, altered or modified except by written instrument signed by Lessor and Lessee. The execution of such writing by Lessor's assignee shall be sufficient for such purposes if Lessor has assigned this Agreement. There are no understandings, agreements, representations or warranties, express or implied, not specified herein regarding this Agreement or the Equipment leased hereunder. Any terms and conditions of any purchase order or other document (with the exception of Supplements) submitted by Lessee in connection with this Agreement which are in addition to or inconsistent with the terms and conditions of this Agreement will not be binding on Lessor and will not apply.

Section 13.09 Finance Lease. The parties intend that the Lessor shall have all benefits of a lessor under a finance lease under the uniform commercial code. Lessor did not select, manufacture, or supply the leased property and only acquired it (or the right to use such lease property) in connection with this Agreement. Lessee waives any and all rights and remedies Lessee may have under the UCC 2A-508 through 2A-522, including any right to: (a) revoke acceptance of the Equipment; (b) recover damages for any breach of warranty; and (c) make deductions or set-offs, for any reason, from amounts due Lessor or its assigns under this Agreement. If any part of this Agreement is inconsistent with UCC 2A, the terms of this Agreement will govern.

Section 13.10 Return of Equipment. Upon termination of the Agreement for any reason (except purchase by the Lessee), at the option of Lessor, (i) at its sole cost and expense, Lessee will immediately return the Equipment to Lessor in accordance with the provisions of this section, or (ii) Lessor shall transfer ownership of the Equipment to Lessee. If shipped, the Equipment shall be packed in accordance with the Vendor's specifications and returned to Lessor at the location specified by Lessor in the Continental United States reasonably close to where it was originally delivered, in the same condition as when accepted, ordinary wear and tear excepted. Such shipment shall be f.o.b. destination. Lessee shall bear all costs associated with such packing and shipping and the risk of loss shall not pass to Lessor until the Equipment has been received by it.

INSURANCE COVERAGE REQUIREMENTS

In accordance with this Agreement either:

1. We have instructed the following insurance agent: Huggins Ins., P.O. Box 270 Salem, OR 97308 503-585-2211
(Insert name, address, and telephone number)

to issue to you:

- a. All risk physical damage insurance on the leased Equipment properly reflected by an Evidence of Insurance and Long Form Loss Payable Clause (Acord Form 27 or its equivalent) naming Lessor designated above and/or its Assigns as an additional insured and loss payee, and
 - b. Public Liability insurance reflected by an Evidence of Insurance (Acord Form 27 or its equivalent) naming Lessor and/or its assigns as an additional insured and loss payee; or
2. We are self-insured for all risk, physical damage, and public liability and will provide proof of such self-insurance in letter form together with a copy of the statute authorizing this form of insurance.

Proof of insurance coverage will be provided to you prior to the time that the Equipment is delivered to us.

Date: 090919

CUSTOMER

By: [Signature] (Authorized Official)
James C. Ferraris - Chief

ESSENTIAL USE/SOURCE OF FUNDS LETTER

Ladies/Gentleman:

This confirms and affirms that the Equipment described in this Agreement is essential to the function of the undersigned or to the service we provide to our citizens. Further, we have an immediate need for, and expect to make immediate use of, substantially all such Equipment which need is not temporary or expected to diminish in the foreseeable future. Such Equipment will be used by us only for the purpose of performing one or more of our governmental or proprietary functions consistent with the permissible scope of our authority. Specifically, such Equipment was selected by us to be used as follows: Patrol

The estimated useful life of such Equipment based upon manufacturer's representations and our projected needs is for at least six years. Our source of funds for payments of the rent due under the Agreement for the current fiscal year is: Current/proposed budget. We expect and anticipate adequate funds to be available for all future Lease Purchase Payments due after the current fiscal year for the following reasons: Budgeted Item

Date: 090919

CUSTOMER

By: [Signature] (Authorized Official)
James C. Ferraris - Chief

ACCEPTED BY:

LESSOR: Leasing Specialist LLC

By: _____

Name: Edward L Anderson
Title: Owner

Lessee acknowledges reading and receiving a copy of this Agreement. The undersigned affirms that she/he has been duly authorized to execute this Agreement on behalf of the above-named Lessee. Depending on the jurisdiction, this may be the highest elected official.

LESSEE: City of Woodburn, OR

Signature: [Signature]

Name: James C. Ferraris

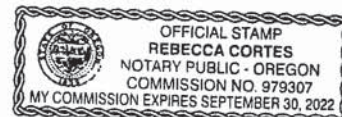
Title: Chief

Date: 090919

Attested By: [Signature]

Name and Title of Attestee: Rebecca Cortes, Executive Assistant

SEAL/NOTARY



LEASING SPECIALISTS, LLC

402-315-3792

Municipal Lease Program

Number: 2901

Lessee: City of Woodburn, OR

Vendor: See Exhibit B

Equipment: Two (2) 2020 Ford Interceptors and two (2) 2020 BMW R1250RT-P as more thoroughly described in Exhibit A to this Agreement.

* If an early buy-out is desired, please contact Leasing Specialists, LLC at 402-315-3792

Accepted by: _____



Printed Name: _____ James C. Ferraris

Title: _____ Chief

Date Accepted: _____

Payment Schedule

Payment #	Date	Payment	Interest	Principal
1	8/15/2019	\$53,544.00	0.00	\$53,544.00
2	8/15/2020	\$53,544.00	\$8,122.82	\$45,421.18
3	8/15/2021	\$53,544.00	\$5,562.28	\$47,981.72
4	8/15/2022	\$53,544.00	\$2,857.38	\$50,686.62

CITY OF WOODBURN

Economic and Development Services Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: October 1, 2019

To: Chris Kerr, Community Development Director

From: Ted Cuno, Building Division 

Subject: Building Activity for September 2019

	2017		2018		2019	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	1	\$252,460	0	\$0	0	\$0
Multi-Family Residential	0	\$0	0	\$0	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	5	\$314,565	3	\$19,787	4	\$247,214
Industrial	0	\$0	0	\$0	0	\$0
Commercial	8	\$1,198,342	16	\$264,232	3	\$27,708
Signs and Fences	0	\$0	1	\$9,800	0	\$0
Manufactured Homes	0	\$0	0	\$0	1	\$33,000
TOTALS	14	\$1,765,367	20	\$362,427	8	\$307,922
Fiscal Year to Date (July 1 – June 30)		\$3,142,284		\$22,298,224		\$2,895,563



Permits Issued

WOODBURN BUILDING DEPARTMENT
270 Montgomery Street
Woodburn, OR 97071
503-982-5246
FAX: 503-980-2496

www.ci.woodburn.or.us

9/1/2019 through 9/30/2019

Includes all valuations

building.dept@ci.woodburn.or.us

Record Types Selected: -All-

Commercial Mechanical

971-19-000267-MECH	Issued: 9/18/19	Fees: \$300.83	Valuation: \$5,562.00
Address: 979 YOUNG ST, WOODBURN, OR 97071		Parcel: 051W18AD01300	
Owner: DANIEL & MARGARET BROWN JRT 50%			
Licensed Prof:			
Category of Construction: Commercial	Type of Work: Alteration		
Work Description: Installing a Air Conditioner			
971-19-000318-MECH	Issued: 9/9/19	Fees: \$418.49	Valuation: \$10,500.00
Address: 1600 MT HOOD AVE, WOODBURN, OR 97071		Parcel: 051W08DB01200	
Owner: LULU LLC			
Licensed Prof:			
Category of Construction: Commercial	Type of Work: Replacement		
Work Description: replacing 5-ton rooftop unit with adapter curb			
971-19-000333-MECH	Issued: 9/4/19	Fees: \$300.83	Valuation: \$5,100.00
Address: 1034 N Boones Ferry RD, Woodburn, OR 97071		Parcel: 051W07CA00300	
Owner: DAVID MACKLEY			
Licensed Prof: CENTRAL MECHANICAL LLC			
Category of Construction: Commercial	Type of Work: Replacement		
Work Description: Replace A/C			
971-19-000339-MECH	Issued: 9/18/19	Fees: \$512.62	Valuation: \$15,000.00
Address: 105 ARNEY RD NE, WOODBURN, OR 97071		Parcel: 052W12BC06600	
Owner: MASTER DEVELOPMENT LLC 40.12% &			
Licensed Prof:			
Category of Construction: Commercial	Type of Work: New		
Work Description: Gas service to the building.			

Permits Issued:**Commercial Mechanical**

4 permits issued

\$1,532.77

\$36,162.00

Commercial Structural**971-19-000330-STR****Issued:** 9/23/19**Address:** 1727 MT HOOD AVE NE, STE# BOOST MOBI, WOODBURN, OR 97071**Owner:** ARGO WOODBURN LLC**Licensed Prof:** Morae General Contracting Inc.**Category of Construction:****Work Description:** Phase two Tenant Improvement**Type of Work:****Fees:** \$270.08**Valuation:**

\$0.00

Parcel: 051W08A 05400**971-19-000340-STR****Issued:** 9/11/19**Address:** 1200 COUNTRY CLUB RD, BLDG# F, WOODBURN, OR 97071**Owner:** VILLAGE BY THE GREEN LLC**Licensed Prof:** Performance Roof Care**Category of Construction:** Multi-family**Work Description:** Remove existing asphalt shingles and replace with new 40 year architectural type asphalt singles. the color is black.**Type of Work:** Replacement**Fees:** \$489.08**Valuation:**

\$14,000.00

Parcel: 051W07BA00500**971-19-000357-STR****Issued:** 9/24/19**Address:** 455 N FRONT ST, WOODBURN, OR 97071**Owner:** CITY OF WOODBURN**Licensed Prof:** GC QUALITY CONSTRUCTION LLC**Category of Construction:** Commercial**Work Description:** Museum Facade**Type of Work:** Repair**Fees:** \$489.08**Valuation:**

\$13,708.00

Parcel: 051W18AB03900**Commercial Structural**

3 permits issued

\$1,248.24

\$27,708.00

Permits Issued:

Residential Manufactured Dwelling			
971-19-000326-MD	Issued: 9/26/19	Fees: \$493.90	Valuation: \$33,000.00
Address: 612 N CASCADE DR 27, WOODBURN, OR 97071		Parcel: 052W12DD00600	
Owner: WESTERN SAGE MANAGEMENT INC			
Licensed Prof: SAVAGE CONSTRUCTION LLC			
Category of Construction: Manufactured Dwelling	Type of Work: Replacement		
Work Description: Replacement M/home			
Driftwood Mobile Home Park space no. 27			
Residential Manufactured Dwelling		1 permits issued	\$493.90
			\$33,000.00

Permits Issued:

Page 4 of 8

Residential Mechanical

971-19-000321-MECH

Issued: 9/3/19

Address: 1158 PRINCETON RD, WOODBURN, OR 97071

Owner: barbara J Shepard

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Clothes dryer exhaust duct and extend gas piping to gas clothes dryer.

Fees: \$100.80

Valuation: \$0.00

Parcel:

971-19-000338-MECH

Issued: 9/5/19

Address: 232 AKSENIA ST, LOT# 48, WOODBURN, OR 97071

Owner: ADNEY,DAVID &

Licensed Prof: ROTH ZACHRY HEATING INC

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Replace gas furnace and A/C

Fees: \$100.80

Valuation: \$0.00

Parcel: 051W18CA16700

971-19-000342-MECH

Issued: 9/17/19

Address: 1274 JUDY ST, LOT# 1, WOODBURN, OR 97071

Owner: Jacobo Rodriguez

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: New

Work Description: Add Air Conditioning

Fees: \$100.80

Valuation: \$0.00

Parcel:

971-19-000343-MECH

Issued: 9/11/19

Address: 795 S COLUMBIA DR, WOODBURN, OR 97071

Owner: WILSON,LYLE O &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Gas Insert to Existing Gas

Fees: \$100.80

Valuation: \$3,871.00

Parcel: 052W13AB06100

971-19-000344-MECH

Issued: 9/11/19

Address: 1002 PANA ST, WOODBURN, OR 97071

Owner: ESCALONE,BENJAMIN FLORES &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Installing Gas Furnace - Air Conditioner & Gas Piping

Fees: \$112.00

Valuation: \$21,711.00

Parcel: 051W18CA19200

Permits Issued:

Residential Mechanical

971-19-000345-MECH

Issued: 9/11/19

Address: 1067 ROY AVE, WOODBURN, OR 97071

Owner: LOPEZ, INOCENCIL A &

Licensed Prof:

Category of Construction: Manufactured Dwelling

Type of Work: Addition

Work Description: INSTALL (2) HEAD MINISPLIT SYSTEM

Fees: \$100.80

Valuation:

\$13,713.00

Parcel: 051W18CA14100

971-19-000347-MECH

Issued: 9/16/19

Address: 759 BLAINE ST, WOODBURN, OR 97071

Owner: BLEM, JERRY A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Replace gas furnace

Fees: \$100.80

Valuation:

\$3,833.00

Parcel: 051W18AA05400

971-19-000349-MECH

Issued: 9/20/19

Address: 1083 STANFIELD RD, LOT# 12, WOODBURN, OR 97071

Owner: Larry Pool

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Add a gas line to the range, add 1 bath fan, move 1 bath fan, move kitchen hood, move dryer vent.

Fees: \$140.00

Valuation:

\$0.00

Parcel:

971-19-000351-MECH

Issued: 9/18/19

Address: 17546 EDWIN RD NE, WOODBURN, OR 97071

Owner: JOHNSON, STANLEY D &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Installing Package Unit/Heat Pump

Fees: \$100.80

Valuation:

\$6,628.00

Parcel: 051W06B 00100

971-19-000352-MECH

Issued: 9/19/19

Address: 13155 TAYLOR LN NE, HUBBARD, OR 97032

Owner: KOFFLER, RUSTY &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: New

Work Description: Install heat pump.

Fees: \$100.80

Valuation:

\$0.00

Parcel: 041W27DA05001



Permits Issued

WOODBURN BUILDING DEPARTMENT
270 Montgomery Street
Woodburn, OR 97071
503-982-5246
FAX: 503-980-2496

www.ci.woodburn.or.us

9/1/2019 through 9/30/2019

Includes all valuations

building.dept@ci.woodburn.or.us

Record Types Selected: -All-

Commercial Mechanical

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Address: 979 YOUNG ST, WOODBURN, OR 97071		Parcel: 051W18AD01300		
Owner: DANIEL & MARGARET BROWN JRT 50%				
Licensed Prof:				
Category of Construction: Commercial	Type of Work: Alteration			
Work Description: Installing a Air Conditioner				
971-19-000318-MECH		Issued: 9/9/19	Fees: \$418.49	Valuation: \$10,500.00
Address: 1600 MT HOOD AVE, WOODBURN, OR 97071		Parcel: 051W08DB01200		
Owner: LULU LLC				
Licensed Prof:				
Category of Construction: Commercial	Type of Work: Replacement			
Work Description: replacing 5-ton rooftop unit with adapter curb				
971-19-000333-MECH		Issued: 9/4/19	Fees: \$300.83	Valuation: \$5,100.00
Address: 1034 N Boones Ferry RD, Woodburn, OR 97071		Parcel: 051W07CA00300		
Owner: DAVID MACKLEY				
Licensed Prof: CENTRAL MECHANICAL LLC				
Category of Construction: Commercial	Type of Work: Replacement			
Work Description: Replace A/C				
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Address: 105 ARNEY RD NE, WOODBURN, OR 97071		Parcel: 052W12BC06600		
Owner: MASTER DEVELOPMENT LLC 40.12% &				
Licensed Prof:				
Category of Construction: Commercial	Type of Work: New			
Work Description: Gas service to the building.				

Permits Issued:**Commercial Mechanical**

4 permits issued

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\$0.00

Parcel: 051W08A 05400**971-19-000340-STR****Issued:** 9/11/19**Address:** 1200 COUNTRY CLUB RD, BLDG# F, WOODBURN, OR 97071**Owner:** VILLAGE BY THE GREEN LLC**Licensed Prof:** Performance Roof Care**Category of Construction:** Multi-family**Work Description:** Remove existing asphalt shingles and replace with new 40 year architectural type asphalt singles. the color is black.**Type of Work:** Replacement**Fees:** \$489.08**Valuation:**

\$14,000.00

Parcel: 051W07BA00500**971-19-000357-STR****Issued:** 9/24/19**Address:** 455 N FRONT ST, WOODBURN, OR 97071**Owner:** CITY OF WOODBURN**Licensed Prof:** GC QUALITY CONSTRUCTION LLC**Category of Construction:** Commercial**Work Description:** Museum Facade**Type of Work:** Repair**Fees:** \$489.08**Valuation:**

\$13,708.00

Parcel: 051W18AB03900**Commercial Structural**

3 permits issued

\$1,248.24

\$27,708.00

Permits Issued:

Residential Manufactured Dwelling			
971-19-000326-MD		Issued: 9/26/19	
Address:	612 N CASCADE DR 27, WOODBURN, OR 97071	Fees:	\$493.90
Owner:	WESTERN SAGE MANAGEMENT INC	Parcel:	052W12DD00600
Licensed Prof:	SAVAGE CONSTRUCTION LLC	Valuation:	\$33,000.00
Category of Construction:	Manufactured Dwelling	Type of Work:	Replacement
Work Description:	Replacement M/home Driftwood Mobile Home Park space no. 27		
Residential Manufactured Dwelling		1 permits issued	\$493.90
			\$33,000.00

Permits Issued:

Page 4 of 8

Residential Mechanical

971-19-000321-MECH

Issued: 9/3/19

Address: 1158 PRINCETON RD, WOODBURN, OR 97071

Owner: barbara J Shepard

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Clothes dryer exhaust duct and extend gas piping to gas clothes dryer.

Fees: \$100.80

Valuation:

\$0.00

Parcel:

971-19-000338-MECH

Issued: 9/5/19

Address: 232 AKSENIA ST, LOT# 48, WOODBURN, OR 97071

Owner: ADNEY,DAVID &

Licensed Prof: ROTH ZACHRY HEATING INC

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Replace gas furnace and A/C

Fees: \$100.80

Valuation:

\$0.00

Parcel: 051W18CA16700

971-19-000342-MECH

Issued: 9/17/19

Address: 1274 JUDY ST, LOT# 1, WOODBURN, OR 97071

Owner: Jacobo Rodriguez

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: New

Work Description: Add Air Conditioning

Fees: \$100.80

Valuation:

\$0.00

Parcel:

971-19-000343-MECH

Issued: 9/11/19

Address: 795 S COLUMBIA DR, WOODBURN, OR 97071

Owner: WILSON,LYLE O &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Gas Insert to Existing Gas

Fees: \$100.80

Valuation:

\$3,871.00

Parcel: 052W13AB06100

971-19-000344-MECH

Issued: 9/11/19

Address: 1002 PANA ST, WOODBURN, OR 97071

Owner: ESCALONE,BENJAMIN FLORES &

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Installing Gas Furnace - Air Conditioner & Gas Piping

Fees: \$112.00

Valuation:

\$21,711.00

Parcel: 051W18CA19200

Permits Issued:

Page 6 of 8

Residential Mechanical

971-19-000353-MECH

Issued: 9/19/19

Address: 3392 CAMAS ST, WOODBURN, OR 97071

Owner: ARREGUIN,JAVIER HUERTA SR

Licensed Prof:

Category of Construction: Manufactured Dwelling

Work Description: Replace bathroom fan.

Type of Work: Alteration

Fees: \$100.80

Valuation: \$740.00

Parcel: 052W11AA02400

971-19-000354-MECH

Issued: 9/20/19

Address: 740 CHURCH ST, LOT# 2, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing a Air Conditioner

Type of Work: Alteration

Fees: \$100.80

Valuation: \$5,640.00

Parcel:

971-19-000355-MECH

Issued: 9/23/19

Address: 795 CORBY ST, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing Gas Furnace

Type of Work: Replacement

Fees: \$100.80

Valuation: \$10,722.00

Parcel:

971-19-000358-MECH

Issued: 9/23/19

Address: 2360 UMPQUA RD, WOODBURN, OR 97071

Owner: HAUGEN,JERRY A &

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing Gas Furnace

Type of Work: Replacement

Fees: \$100.80

Valuation: \$4,346.00

Parcel: 051W06CC02700

971-19-000359-MECH

Issued: 9/24/19

Address: 1395 ALEXANDRA CT, WOODBURN, OR 97071

Owner: CROCKER,WILLIAM J &

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing a Gas Furnace

Type of Work: Alteration

Fees: \$100.80

Valuation: \$6,766.00

Parcel: 051W08CA08100

Permits Issued:

Page 7 of 8

Residential Mechanical				
971-19-000360-MECH				
Address:	3360 7TH ST, HUBBARD, OR 97032	Issued:	9/25/19	
Owner:	MILLER,ROBERT H	Fees:	\$100.80	Valuation:
Licensed Prof:		Parcel:	041W33AC01300	\$3,821.00
Category of Construction:	Single Family Dwelling	Type of Work:	Replacement	
Work Description:	Installing Wall Furnace			
971-19-000364-MECH				
Address:	4109 3RD ST, HUBBARD, OR 97032	Issued:	9/27/19	
Owner:	GARZA,JOSE E &	Fees:	\$100.80	Valuation:
Licensed Prof:		Parcel:	041W34BB02600	\$2,053.00
Category of Construction:	Single Family Dwelling	Type of Work:	Replacement	
Work Description:	Installing Electric Furnace			
Residential Mechanical		17 permits issued	\$1,764.00	\$83,844.00

Permits Issued:

Page 8 of 8

Residential Structural

971-19-000320-STR **Issued:** 9/3/19 **Fees:** \$834.96 **Valuation:** \$25,464.51
Address: 1158 PRINCETON RD, WOODBURN, OR 97071 **Parcel:**

Owner: Barbara J Shepard

Licensed Prof:

Category of Construction: Single Family Dwelling **Type of Work:** Addition

Work Description: New Addition and New Covered Patio with Deck.

971-19-000327-STR **Issued:** 9/5/19 **Fees:** \$217.55 **Valuation:** \$6,969.82
Address: 1311 W HAYES ST, LOT# 12, WOODBURN, OR 97071 **Parcel:** 051W07CC06000

Owner: FERNANDEZ,ELIBORIO

Licensed Prof:

Category of Construction: Single Family Dwelling **Type of Work:** Addition

Work Description: Add a 286 square foot patio cover.

971-19-000328-STR **Issued:** 9/5/19 **Fees:** \$336.00 **Valuation:** \$19,066.23
Address: 10 SMITH CT, LOT# 10, WOODBURN, OR 97071 **Parcel:** 051W18BB02400

Owner: RAZCON,NOE L &

Licensed Prof:

Category of Construction: Other **Type of Work:** Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM 10.23 kW DC PHOTOVOLTAIC SOLAR ARRAY ROOF
 TYPE: Comp Shingle MODULES: (33) JinKO Solar Eagle JKM 310M-60L INVERTER(S): Enphase IQ7-60-2-US,---- RACKING:
 Unirac SFM Infinity

971-19-000336-STR **Issued:** 9/9/19 **Fees:** \$327.14 **Valuation:** \$15,000.00
Address: 1083 STANFIELD RD, LOT# 12, WOODBURN, OR 97071 **Parcel:** 052W12AC08200

Owner: POOL,LARRY D &

Licensed Prof:

Category of Construction: Single Family Dwelling **Type of Work:** Alteration

Work Description: Remodel kitchen and bathrooms

Residential Structural **4 permits issued** **\$1,715.65** **\$66,500.56**

29 permits issued **\$6,754.56** **\$247,214.56**

Permits Issued:

Residential Mechanical

971-19-000353-MECH

Issued: 9/19/19

Address: 3392 CAMAS ST, WOODBURN, OR 97071

Owner: ARREGUIN,JAVIER HUERTA SR

Licensed Prof:

Category of Construction: Manufactured Dwelling

Work Description: Replace bathroom fan.

Type of Work: Alteration

Fees: \$100.80

Valuation:

\$740.00

Parcel: 052W11AA02400

971-19-000354-MECH

Issued: 9/20/19

Address: 740 CHURCH ST, LOT# 2, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing a Air Conditioner

Type of Work: Alteration

Fees: \$100.80

Valuation:

\$5,640.00

Parcel:

971-19-000355-MECH

Issued: 9/23/19

Address: 795 CORBY ST, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Single Family Dwelling

Work Description: Installing Gas Furnace

Type of Work: Replacement

Fees: \$100.80

Valuation:

\$10,722.00

Parcel:

971-19-000358-MECH

Issued: 9/23/19

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Residential Structural **4 permits issued** **\$1,715.65** **\$66,500.56**

29 permits issued **\$6,754.56** **\$247,214.56**



Agenda Item

October 14, 2019

TO: Honorable Mayor and City Council through City Administrator
THRU: Martin Pilcher, Deputy Chief
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

That the Woodburn City Council recommend that OLCC approve the **Liquor License Application** for The Playce (Ausmax2 LLC).

BACKGROUND:

Applicant: Brandon Singleterry
2742 Championship Drive
Woodburn, OR 97071
503-984-0423

Point of
Contact: Brandon Singleterry
2742 Championship Drive
Woodburn, OR 97071
503-984-0423

Business: The Playce (Ausmax2 LLC)
2245 Country Club Road
Woodburn, OR 97071
503-984-0423

Owners: Brandon Singleterry

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

License Type: **Limited On-Premises** - Permits beer, wine, and cider sales and consumption on licensed premises. May sell beer, wine and cider in "growlers" for consumption off the licensed premises. May sell beer kegs for off premises consumption.

On September 20, 2019, the Woodburn Police Department received an application for Limited On-Premises sales liquor license for The Playce (Ausmax2 LLC). The business will operate as a coin operated game center. The business will include a kitchen, small dining area, and gaming area. There will be seating for up to 18 people available and no outside seating. There are no other forms of entertainment listed on the liquor license application.

The Playce is located at 2245 Country Club Road in Woodburn, Oregon 9071. The hours of operation are from 1:00 PM to 7:00 PM Monday through Friday. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on the subject listed on the OLCC application, Brandon Singleterry. Brandon Singleterry has no criminal history and is clear in all database checks. Brandon Singleterry has a valid Oregon driver's license and one failure to obey traffic violation conviction from May 2017.

FINANCIAL IMPACT:

None

October 14, 2019

TO: Honorable Mayor and City Council through City Administrator
FROM: Curtis Stultz, Public Works Operations Director
SUBJECT: **Wastewater Treatment Local Limits**

RECOMMENDATION:

Adopt the attached resolution authorizing Wastewater Treatment Plant utilization of amended Local Limits for the Discharge of Pollutants of Concern.

BACKGROUND:

The City is required by federal law to periodically evaluate the need to implement and/or revise Local Limits to discharged pollutants from its pretreatment program. As part of the City's 2010 pretreatment audit, DEQ recommended that the City elect to use the 2002 Headwork Loading Limits on an interim basis, until new Local Limits could be approved. A technical evaluation of local limits has since been conducted that focused on pollutants of concern that the wastewater treatment plant is not specifically designed to remove (primarily heavy metals like arsenic, chromium, copper, etc.).

The revised Local Limits are prohibited sewage discharge limits, imposed on all users of the wastewater treatment plant and collection system. With many of the revisions being proposed, the calculations will actually be less stringent because the new Wastewater Treatment Plant is more efficient in removing pollutants from the wastewater. By using the less stringent limitations, the City will be less likely to violate specific water quality standards. Any pollutant loading in excess of the limits, decreases the wastewater treatment plant's ability to successfully remove additional loading.

Wastewater Treatment Plant staff submitted to DEQ the revised Local Limits calculations for review in October 2018. A thirty-day public comment period was also required before the local limits could be presented for implementation by the City Council. No comments were received during the comment period.

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

DISCUSSION:

The City of Woodburn developed the amended Local Limits using methods provided by DEQ and DEQ has provided a letter conditionally approving the revised Local Limits. Per the City's Sewer Use Ordinance, any modifications or amendments to the Local Limits must be implemented by Resolution.

FINANCIAL IMPACT:

There are no financial implications with approval of the amended Local Limits.

COUNCIL BILL NO. 3110

RESOLUTION NO. 2142

A RESOLUTION ADOPTING LOCAL WASTEWATER DISCHARGE LIMITS FOR THE DISCHARGE OF POLLUTANTS OF CONCERN TO THE PUBLICLY OWNED TREATMENT SYSTEM AND REPEALING RESOLUTION NO. 1817

WHEREAS, Federal regulations 40 CFR § 403.5 requires Publicly Owned Treatment Works ("POTWs") to develop "Local Limits" for the discharge of pollutants of concern to the wastewater treatment system; and

WHEREAS, the Oregon State Department of Environmental Quality ("DEQ") is designated as the Approval Authority to regulate POTWs in Oregon and has required the City to develop and revise Local Limits for the discharge of pollutants of concern to the wastewater treatment system; and

WHEREAS, the City has developed revised Local Limits (Exhibit A) using methods provided by DEQ; and

WHEREAS, DEQ has provided a letter conditionally approving the revised Local Limits, and the Environmental Protection Agency's Region 10 office has been provided with proper notification by DEQ; and

WHEREAS, the City published all required notices of the proposed changes to the Local Limits, kept a public comment period open for at least thirty (30) days, and thereafter did not receive any technical challenges to the proposed changes; and

WHEREAS, the Sewer Use Ordinance (No. 2556) requires that revisions to Local Limits be adopted by resolution of the City Council; **NOW THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. The Local Limits described in Exhibit A are hereby adopted.

Section 2. The Local Limits described in Exhibit A become effective after program modification approval by DEQ.

Section 3. Resolution No. 1817 is repealed when the Local Limits provided by this Resolution become effective.

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

CITY OF WOODBURN LOCAL WASTEWATER DISCHARGE LIMITS

Pollutant	Unit	Limit
Arsenic	mg/L	0.09
Cadmium	mg/L	0.24
Chromium	mg/L	7.13
Copper	mg/L	1.75
Cyanide	mg/L	0.16
Lead	mg/L	0.52
Mercury	mg/L	0.01
Molybdenum	mg/L	0.47
Nickel	mg/L	2.12
Selenium	mg/L	0.30
Silver	mg/L	0.07
Zinc	mg/L	1.17
Oil and Grease	mg/L	100
pH	SU	5.5 – 10.0

October 14, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director *CK*,
Colin Cortes, AICP, CNU-A, Senior Planner

SUBJECT: **Call-Up Briefing: Planning Commission Approval of Conditional Use, Design Review, Street Exception, and Variance Applications for Nellie Muir Elementary School at 1800 W. Hayes St (CU 2019-05, DR 2019-07, EXCP 2019-03, & VAR 2019-05)**

RECOMMENDATION:

Staff recommends no action and briefs the Council on this item pursuant to [Woodburn Development Ordinance \(WDO\)](#) Section 4.02.02. The Council may call up this item for review if desired and, by majority vote, initiate a review of this decision.

BACKGROUND:

The Planning Commission held a public hearing on September 26, 2019 and unanimously approved the Conditional Use, Design Review, Street Exception, and Variance (Type III) with the conditions recommended by staff through the staff report published September 19, addendum 102A "Public Works Comments September 16, 2019", and addendum 2 (corrected analysis and finding text for WDO 3.04.05 Traffic Impact Analysis) – except that the Commission modified select conditions per the applicant's testimony submitted the date of the hearing as a memo, "Requested Modifications to Conditions of Approval for Nellie Muir Elementary School Improvements".

The modified conditions:

- Defer right-of-way (ROW) and public utility easement (PUE) dedications and construction of street improvements until building permit final inspection, which is essentially the same time as certificate of occupancy (C of O), later than building permit issuance as the recommended conditions had stated. Deferral includes constructing 6-foot sidewalk along the eastern third of the W. Hayes Street frontage where none exists

presently instead of new 8-foot sidewalk along the whole frontage.
(Conditions C1a, C9, D1, and EX2a & bi)

- Lessen the number of site east perimeter trees along where Killian Spring Parkway will be. (C1c)
- Have 8 bicycle parking stalls at the new main entrance instead of 12 stalls. (C2b)
- Allow parking area light poles to be up to 25 feet (ft) high instead of 18 ft and other pole and wall-mounted lights respectively to be 15 and 18 ft high instead of 10 ft. (C7b)

No parties testified in opposition to the proposal.

The proposal by Woodburn School District 103 is about partial site redevelopment including building addition/expansion, removal of the existing parking area and at least three modular buildings, and addition of a new northwest front visitor parking area and a south rear staff parking area at Nellie Muir Elementary School (E.S.) on Tax Lot 052W12DD 06300 in the Public and Semi-Public (P/SP) zoning district.