

# CITY OF WOODBURN

## CITY COUNCIL AGENDA

### (AMENDED)

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

JANUARY 27, 2020– 7:00 P.M.

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CITY HALL COUNCIL CHAMBERS – 270 MONTGOMERY STREET

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

Announcements:

None.

Appointments:

None.

4. COMMUNITY/GOVERNMENT ORGANIZATIONS
  - A. Chamber of Commerce – Presentation on Business Resource Center Proposal

5. PROCLAMATIONS/PRESENTATIONS

Proclamations:

None.

Presentations:

None.

6. COMMUNICATIONS  
None.
7. BUSINESS FROM THE PUBLIC – *This allows the public to introduce items for Council consideration not already scheduled on the agenda.  
Comment time will be limited to 3 minutes.*

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

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

8. **CONSENT AGENDA** – *Items listed on the consent agenda are considered routine and may be adopted by one motion. Any item may be removed for discussion at the request of a Council member.*
- A. **Woodburn City Council minutes of January 13, 2020** 1  
Recommended Action: Approve the minutes.
- B. **Acceptance of Six Public Easements at 1310 & 1340 N. Pacific Hwy (Associated with the Pacific Valley Apartments Development), Woodburn, OR 97071 (Tax Lots 051W08DB02800 & 051W08DC00100)** 6  
Recommended Action: Accept the dedication of six public easements granted by PVA Holdings, LLC, in order to satisfy the conditions of approval of DR 2019-03; PLA 2019-03 and VAR 2019-02.
- C. **Woodburn Planning Commission minutes of November 14, 2019** 35  
Recommended Action: Accept the minutes.
- D. **Crime Statistics through December 2019** 37  
Recommended Action: Receive the report.
9. **TABLED BUSINESS**
- None.
10. **PUBLIC HEARINGS**
- None.
11. **GENERAL BUSINESS** – *Members of the public wishing to comment on items of general business must complete and submit a speaker's card to the City Recorder prior to commencing this portion of the Council's agenda. Comment time will be limited to 3 minutes.*
- A. **Council Bill No. 3119 - An Ordinance Prohibiting Camping in Public Rights-of-Way; Providing for Enforcement; and Declaring an Emergency** 42  
Recommended Action: Enact the Ordinance Prohibiting Camping in Public Rights-of-Way.
- B. **Council Bill No. 3120 - An Ordinance, Enacted in Compliance with ORS 203.077, to Develop a Policy for Removal of Camping Sites on Public Property and Declaring an Emergency** 47  
Recommended Action: Adopt the Ordinance for the Removal of Camping Sites from Public Property.

**C. Severe Weather Center Operation Agreement**

Recommended Action: Consider approval of the attached two-year agreement with Love INC for Severe Weather Center Program services in exchange for \$10,000.

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

None.

- 13. CITY ADMINISTRATOR’S REPORT**

- 14. MAYOR AND COUNCIL REPORTS**

- 15. EXECUTIVE SESSION**

None.

- 16. ADJOURNMENT**

**COUNCIL GOALS 2019-2021**

**Thematic Goals**

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

**Strategic Goals**

3. *Create an inclusive environment where Woodburn residents want to participate and are engaged in the community.*
4. *Develop innovative funding sources to help support the completion of capital improvement projects.*
5. *Grow and support strategic partnerships for economic health.*
6. *Explore the development of a non-profit consolidation facility.*
7. *Improve Communication and Coordination with School District on matters of mutual interest.*
8. *Completion of the First Street remodel.*

9. *Completion of Phase 1 & 2 of the Community Center Project including the formation of an ad hoc steering committee to review and recommend design.*
10. *Creation of the Dick Jennings Community Leadership Academy.*
11. *Develop a strategy to limit PERS liability.*
12. *Establishment of a Woodburn 20 year community-visioning plan.*



# COUNCIL MEETING MINUTES

## JANUARY 13, 2020

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

**CONVENED** The meeting convened at 7:02 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 - 7:08 p.m.
Councilor Cabrales	Present

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Economic Development Director Johnk, Operations Director Stultz, Project and Engineering Director Liljequist, Community Development Director Kerr, Police Chief Ferraris, Human Resources Director Gregg, City Recorder Pierson

### **ANNOUNCEMENTS**

City Hall and the Library will be closed on January 20 for Martin Luther King Jr. Day. The Aquatic Center and Transit will be open.

### **PRESENTATIONS**

Proposed Internship Program- Human Resources Director Gregg provided information on the City's proposed internship program to the City Council.

### **CONSENT AGENDA**

- A. Woodburn City Council minutes of December 9, 2019,
- B. Acceptance of a Public Utility Easement at 105 Arney Road, Woodburn, OR 97071 (Tax Lot 052W12BC06600),
- C. Acceptance of Six Public Easements at 1550 & 1490 Brown Street (Associated with the Boones Crossing PUD), Woodburn, OR 97071 (Tax Lots 051W18C00800 & 051W18C00600),
- D. Crime Statistics through November 2019,
- E. Building Activity through December 2019,
- F. Briefing: Planning Commission Meeting to Host Discussion of Rent Burden / Housing Affordability as Required by OAR 813-112-0030,
- G. Liquor License Application of La Parranda Night Club and Sports Bar,
- H. Liquor License Application of Antojitos Zaragoza,
- I. Intergovernmental Agreement with Marion County - Woodburn Aquatic Center Memberships

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

Councilor Carney stated that he would like to introduce an issue for discussion by Council before moving on to General Business. He reminded City Councilors of the meeting where Representative Alonso Leon, Commissioner Willis, and Jackie Frankie spoke in favor of affordable housing and where no action was taken by Council. He continued that the City

## COUNCIL MEETING MINUTES

**JANUARY 13, 2020**

Council received a letter from Representative Alonso Leon that implied that they were going to come back and make another run at this. He stated that he is opposed to affordable housing, that it is inherently discriminatory and has the potential to undercut our revenues and hinder our ability to pay for services.

**Carney**...as a matter of policy the Woodburn City Staff and Woodburn City Council shall not discuss, debate, or formulate policies or procedures regarding what is variously called affordable housing, housing affordability, etc. If such discussion involves such things as City and County tax, taxes, or system development charges, forgiveness, relief, discounting, avoidance, etc., which may result in less funds available to cover the ongoing costs of City services, or if such action would result in shifting the cost of services burden to other City taxpayers, for a period of five years from this date.

City Administrator Derickson asked if the motion deals specifically with property tax exemption or other financial incentives specifically related to affordable housing and maybe not extend to collaboration or partnerships with existing organizations pursuing affordable housing or other housing type issues. Councilor Carney stated that the criteria he would set for it is, if it offers a diminishment in anyway of the revenue that the City would use in order to pay for our costs of services.

Councilor Schaub stated that she has concerns about the local option property tax exemption that was presented to Council but that the City Council and Planning Commission have been working on affordable housing.

Councilor Cornwell stated she also has concerns about the local option property tax

Councilor Ellsworth stated that she will never vote in favor on anything that places a moratorium on discussion and that affordable housing has nothing to do with the tax breaks.

Councilor Morris stated that he agrees with the comments and that he doesn't want staff burning a lot of time on this issue and that it should be held off for a while. He added that he would support a more specific motion relative to the issue.

Councilor Cabrales stated that maybe more discussion on what affordable housing is and get a little bit more of a definition would help.

City Attorney Shields stated that this is a policy question on whether or not the City Council wants an ordinance drafted or does not want an ordinance drafted under ORS 307.540-307.548, that would be a clear a motion.

The Mayor announced that the motion died with a lack of a second.

**Morris/Schaub**...table the local option property tax exemption process under ORS 307.540-307.548. That that be tabled until the second meeting in July of 2021. The motion passed 4-2 with Councilors Morris, Schaub, Carney and Cornwell voting aye and Councilors Cabrales and Ellsworth voting nay.

City Administrator Derickson asked that the City Recorder make note of that date and bring the issue back up on the date that it is no longer tabled, as opposed to appearing on every

## **COUNCIL MEETING MINUTES JANUARY 13, 2020**

agenda until then.

### **COUNCIL BILL NO. 3117- A RESOLUTION SETTING THE AMOUNTS OF THE PARKS AND RECREATION SYSTEMS DEVELOPMENT CHARGES UNDER AN EXISTING METHODOLOGY; ESTABLISHING AN ALTERNATIVE RATE REVIEW FEE; AND SETTING AN EFFECTIVE DATE FOR IMPOSITION OF THE FEES AND CHARGES**

Assistant City Administrator Row provided a staff report. **Carney** introduced Council Bill No. 3117. 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. 3117 duly passed.

### **COUNCIL BILL NO. 3118 - A RESOLUTION ADOPTING A NEW FEE SCHEDULE FOR CITY OF WOODBURN WATER SYSTEM DEVELOPMENT CHARGES; REPEALING RESOLUTION 2121; AND SETTING AN EFFECTIVE DATE**

**Carney** introduced Council Bill No. 3118. 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. 3118 duly passed.

### **AWARD A CONTRACT FOR ENGINEERING DESIGN SERVICES FOR THE W. HAYES STREET IMPROVEMENTS PROJECT TO KITTELSON & ASSOCIATES, INC.**

Project and Engineering Director Liljequist provided a staff report. **Carney/Ellsworth...** Award a Contract for engineering design services for the W. Hayes Street Improvements Project to Kittelson & Associates, Inc. in the amount of \$287,479 and authorize the City Administrator to sign the Agreement. The motion passed unanimously.

### **CITY ADMINISTRATOR'S REPORT**

The City Administrator reported the following:

- The fund development committee that was established for the Community Center Project will have its first meeting in the upcoming weeks and asked the Council Members on the committee what days they can make it. He added that the Mayor of Independence John McArdle is going to join the meeting to give the group his perspective.
- Staff is in discussions with Portland State University around a curriculum on the Civics Leadership Program that was established as a Council goal. A proposed outline for the program has been received.
- Discussion on scheduling a joint meeting with the City Council and the Woodburn School District Board. The primary focus of that meeting will be to discuss all the things that are happening in Woodburn and how land use drives that and what the future could hold for Woodburn based on the housing needs assessment, our industrial lands available and how that will translates into what the school district needs to do to update or maintain their plan for ensuring that we have adequate schools that will meet our community's needs in the future.
- PGE announced that they are going to close their customer service center in Woodburn. The City and PGE are in talks to see what can be done. The CEO of PGE, Maria Pope, will take a tour of the community on January 22 and then she will come speak at a City

## **COUNCIL MEETING MINUTES**

### **JANUARY 13, 2020**

Council meeting.

- A sewer rate increase will be coming in front of the City Council soon. Rates are being driven up by various reasons such as the City's need to manage its debt in compliance with EPA associated Clean Water Act rules.
- The Plaza improvements are near completion. The updated pole lighting has been installed, lighting in the gazebo has been installed, new benches and garbage cans have been installed, and the concrete chess tables are scheduled to be installed.
- The City was approved to move forward with the PERS side account and that this will result in a reduction of our overall payroll costs of 2.5% starting today and moving forward.
- The CDBG application to acquire a family resource center in partnership with Love INC has been advanced to the second round of consideration which will take place in April. The City has contracted with a consultant to complete a social services gap analysis to demonstrate that Woodburn needs the social services programs in our community.
- Attended a meeting last week with a variety of community stakeholders in it to discuss the idea of providing warming shelters. One of the proposals would be an agreement with the City and Love INC to provide a warming shelter service under an agreement that would delineate operational aspects, needs, public safety concerns, fire life safety concerns. The City would fund the program with around \$10,000. Curt Jones, with Love INC stated that Love INC was asked to help manage the polarities of providing a warming shelter service. City Administrator Derickson stated that we can draft an agreement that is very specific to Woodburn, a model that fits what Love INC and the police department see as being Woodburn's issue and not try to solve a regional problem. Ally Swanson, spoke to the City Council about warming shelter ideas the community stakeholders have been working on. Police Chief Ferraris stated that the police departments main concern is what tools do we have to deal with the people who don't want to participate and who may be camping on public land and we don't have any type of non- criminal enforcement to be able to address anyone who camps on public property. They would like to be proactive and develop a proposed ordinance to address camping in public rights-of-way, public land, etc.

Councilor Morris stated that he would like to see the scientific database information that was referenced in regards to the Polk County presentation.

City Administrator Derickson stated that they hope to have an ordinance regulation camping in public rights-of-way and on City streets and a proposed agreement with Love, Inc. for an emergency warming center with regulation criteria in exchange for a degree of funding.

Councilor Ellsworth stated that she agrees with getting ahead of the camping issue and having an ordinance that is enforceable and to take their time to get it right.

Councilor Carney stated that the camping ordinance and the agreement with Love INC for an emergency warming shelter should be done together.

#### **MAYOR AND COUNCIL REPORTS**

Councilor Morris thanked City staff for the hard work on the Hardcastle realignment and

## COUNCIL MEETING MINUTES

**JANUARY 13, 2020**

he looks forward to the W. Hayes Street project. He added that he still has concerns about the parking at the new apartment complex on 99E.

Councilor Schaub thanked the staff that she worked with through 2019 and that Woodburn is truly unique. She added that she is proud to be here and looks forward to 2020.

Councilor Ellsworth stated that she looks forward to 2020.

Councilor Cabrales stated that she was recently hired at the Centro de Servicios Para Campesinos (Farmworkers Service Center) and her office will be at PCUN.

Councilor Cornwell asked what the silver tags on the larger trees in town are. Project and Engineering Director Liljequist stated that they did hire a company to come and do an assessment of the larger trees in the downtown corridor and that is probably what the silver tags are for. She then asked when the Pix Theater lot will be available for parking. City Administrator Derickson stated that when it is dry enough and the weather is temperate to stripe the lines on there, it will be good to go. Councilor Cornwell added that they are going to designate an Elm tree in Library Park and dedicate it to the volunteers in the City of Woodburn.

Mayor Swenson stated he attended a meeting in Portland regarding the Census and Communications Manager Moore and Community Relations Manager Guerrero met and will be forming a Census Committee that will include people from Chemeketa, the food bank, the Library, the school district, the Love INC taskforce, and WorkSource Oregon. He noted that the State of the City Address will take place on February 7 @ 6:00 p.m., the Woodburn Fire Dept. Banquet will take place February 15, Annual CERT recognition will be on February 22, the Chamber of Commerce, Distinguished Services Awards are on March 13, and the theme is Mardi Gras, and Woodburn Proud Clean Up Day is March 14.

### **ADJOURNMENT**

**Ellsworth/Morris...** meeting be adjourned. The motion passed unanimously.  
The meeting adjourned at 9:29 p.m.

APPROVED \_\_\_\_\_  
ERIC SWENSON, MAYOR

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

gon



## Agenda Item

January 27, 2020

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of Six Public Easements at 1310 & 1340 N. Pacific Hwy (Associated with the Pacific Valley Apartments Development), Woodburn, OR 97071 (Tax Lots 051W08DB02800 & 051W08DC00100)**

### **RECOMMENDATION:**

Accept the dedication of six public easements granted by PVA Holdings, LLC, in order to satisfy the conditions of approval of DR 2019-03; PLA 2019-03 and VAR 2019-02.

### **BACKGROUND:**

PVA Holdings, LLC is the owner of the properties located at 1310 & 1340 N. Pacific Hwy, Woodburn, OR 97071 (Tax Lots 051W08DB02800 & 051W08DC00100, respectively). The development is subject to the conditions of DR 2019-03; PLA 2019-03 and VAR 2019-02.

### **DISCUSSION:**

The following six easements will provide essential infrastructure for the Pacific Valley Apartments and future development on surrounding properties:

The first easement is a 16' wide Public Utility Easement within tax lots 051W08DB02800 & 051W08DC00100 and provides a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain water utilities.

The second easement is a 10' wide Public Utility Easement across the property frontage on N. Pacific Hwy and provides a permanent access easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain public facilities.

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

The third easement is a 70' wide Public Utility Easement within tax lots 051W08DB02800 & 051W08DC00100 and provides a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain public utilities.

The fourth easement is a variable width Public Access Easement for the benefit of Parcel 2 and provides a permanent Access and Utility Easement, including the permanent right to construct, reconstruct, operate, and maintain public utilities and appurtenances.

The fifth easement is a 12' wide Pedestrian Access Easement along the southerly property boundary and provides permanent easements, including unrestricted ingress and egress rights for the purposes of (i) construction, reconstruction, operation, maintenance, repair, and use of a public pedestrian and bicycle pathway and its lateral and supporting structures; and (ii) construction, reconstruction, operation, maintenance, and repair of public utilities, over, across, in and through the easement area.

The sixth easement is a variable width Public Access and Utility Easement for the benefit of tax lots 051W08DB02700 and 051W08DC00300 and provides a permanent Access and Utility easement, including the permanent right to construct, reconstruct, operate, and maintain public utilities and appurtenances.

**FINANCIAL IMPACT:**

There is no cost to the City for the Public Easements.

**ATTACHMENTS**

A Copy of the six easement documents with correlating legal descriptions are included as attachments.

AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON  
PUBLIC UTILITY EASEMENTS**

PVA Holdings, LLC, and Oregon Limited Liability Company *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain water utilities on the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holdings, LLC

BY: 

Eugene Labunsky, CEO

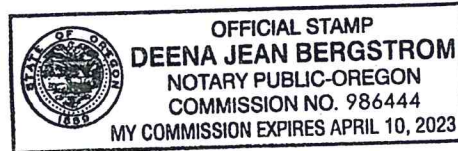


CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Deena Jean Bergstrom  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023



City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

Heather Pierson

**EXHIBIT "A"**

**WATERLINE EASEMENT:**

**Parcel 1**

A STRIP OF LAND 16.00 FEET IN WIDTH OVER, ACROSS AND UPON THOSE TRACTS OF LAND AS THE SAME ARE DESCRIBED AS "PARCEL 1" AND "PARCEL 2" ON REEL 4290 AT PAGE 65, DEED RECORDS OF MARION COUNTY, OREGON, BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID "PARCEL 1" BEING S 32°17'57" W AND DISTANT 119.81 FEET FROM THE NORTHWEST CORNER THEREOF AND THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN, THENCE LEAVING SAID WESTERLY LINE AND PERPENDICULAR THERETO S 57°42'03" E FOR A DISTANCE OF 85.27 FEET TO A POINT DESIGNATED "A" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 57°42'03" E FOR A DISTANCE OF 7.87 FEET, THENCE S 86°50'23" E FOR A DISTANCE OF 228.38 FEET TO A POINT DESIGNATED "B" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 248.79 FEET TO A POINT DESIGNATED "C" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 221.80 FEET TO A POINT DESIGNATED "D" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 31.14 FEET, THENCE N 48°09'37" E FOR A DISTANCE OF 14.14 FEET, THENCE N 03°09'37" E FOR A DISTANCE OF 64.39 FEET, THENCE N 00°46'15" E PERPENDICULAR TO THE NORTH LINE OF SAID "PARCEL 2" FOR A DISTANCE OF 87.36 FEET, N 44°13'45" W FOR A DISTANCE OF 14.14 FEET, THENCE N 89°13'45" W PARALLEL WITH SAID NORTH LINE FOR A DISTANCE OF 735.50 FEET, THENCE N 57°42'03" W PERPENDICULAR TO THE WEST LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 16.99 FEET TO A POINT ON THE WEST LINE THEREOF BEING S 32°17'57" W AND DISTANT 1.31 FEET FROM THE NORTHWEST CORNER THEREOF AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN;

**TOGETHER WITH:**

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID "PARCEL 1" BEING S 32°17'57" W AND DISTANT 111.81 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE LEAVING SAID WESTERLY LINE AND PERPENDICULAR THERETO S 57°42'03" E FOR A DISTANCE OF 31.00 FEET, THENCE PARALLEL WITH SAID WESTERLY LINE N 32°17'57" E OR A DISTANCE OF 17.00 FEET, THENCE PERPENDICULAR TO SAID WESTERLY LINE N 57°42'03" W FOR A DISTANCE OF 31.00 FEET TO SAID WESTERLY LINE, THENCE S 32°17'57" W ON SAID WESTERLY LINE FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

**ALSO, TOGETHER WITH:**

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "A", THENCE S 03°09'37" W FOR A DISTANCE OF 42.29 FEET THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

**FURTHER TOGETHER WITH:**

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

Public Utility Easements (Permanent)

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BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "B", THENCE N 03°09'37" E FOR A DISTANCE OF 20.00 FEET AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

FURTHER TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "C", THENCE S 03°09'37" W FOR A DISTANCE OF 30.00 FEET AND THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

FURTHER TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "D", THENCE N 03°09'37" E FOR A DISTANCE OF 20.00 FEET AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

EXCEPTING THEREFROM: ALL THOSE PORTIONS OF THE ABOVE DESCRIBED STRIPS OF LAND LYING WITHIN SAID "PARCEL 2".

THE SIDELINES OF THE ABOVE DESCRIBED STRIPS OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE AT THEIR RESPECTIVE BOUNDARY INTERSECTIONS.

**WATERLINE EASEMENT (CONT.)**

**PARCEL 2**

A STRIP OF LAND 16.00 FEET IN WIDTH OVER, ACROSS AND UPON THOSE TRACTS OF LAND AS THE SAME ARE DESCRIBED AS "PARCEL 1" AND "PARCEL 2" ON REEL 4290 AT PAGE 65, DEED RECORDS OF MARION COUNTY, OREGON, BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID "PARCEL 1" BEING S 32°17'57" W AND DISTANT 119.81 FEET FROM THE NORTHWEST CORNER THEREOF AND THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN, THENCE LEAVING SAID WESTERLY LINE AND PERPENDICULAR THERETO S 57°42'03" E FOR A DISTANCE OF 85.27 FEET TO A POINT DESIGNATED "A" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 57°42'03" E FOR A DISTANCE OF 7.87 FEET, THENCE S 86°50'23" E FOR A DISTANCE OF 228.38 FEET TO A POINT DESIGNATED "B" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 248.79 FEET TO A POINT DESIGNATED "C" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 221.80 FEET TO A POINT DESIGNATED "D" FOR THE SAKE OF THIS CENTERLINE DESCRIPTION, THENCE CONTINUING S 86°50'23" E FOR A DISTANCE OF 31.14 FEET, THENCE N 48°09'37" E FOR A DISTANCE OF 14.14 FEET, THENCE N 03°09'37" E FOR A DISTANCE OF 64.39 FEET, THENCE N 00°46'15" E PERPENDICULAR TO THE NORTH LINE OF SAID "PARCEL 2" FOR A DISTANCE OF 87.36 FEET, N 44°13'45" W FOR A DISTANCE OF 14.14 FEET, THENCE N 89°13'45" W

Public Utility Easements (Permanent)

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PARALLEL WITH SAID NORTH LINE FOR A DISTANCE OF 735.50 FEET, THENCE N 57°42'03" W PERPENDICULAR TO THE WEST LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 16.99 FEET TO A POINT ON THE WEST LINE THEREOF BEING S 32°17'57" W AND DISTANT 1.31 FEET FROM THE NORTHWEST CORNER THEREOF AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN;

TOGETHER WITH:

BEGINNING AT A POINT ON THE WESTERLY LINE OF SAID "PARCEL 1" BEING S 32°17'57" W AND DISTANT 111.81 FEET FROM THE NORTHWEST CORNER THEREOF, THENCE LEAVING SAID WESTERLY LINE AND PERPENDICULAR THERETO S 57°42'03" E FOR A DISTANCE OF 31.00 FEET, THENCE PARALLEL WITH SAID WESTERLY LINE N 32°17'57" E OR A DISTANCE OF 17.00 FEET, THENCE PERPENDICULAR TO SAID WESTERLY LINE N 57°42'03" W FOR A DISTANCE OF 31.00 FEET TO SAID WESTERLY LINE, THENCE S 32°17'57" W ON SAID WESTERLY LINE FOR A DISTANCE OF 17.00 FEET TO THE POINT OF BEGINNING.

ALSO, TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "A", THENCE S 03°09'37" W FOR A DISTANCE OF 42.29 FEET THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

FURTHER TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "B", THENCE N 03°09'37" E FOR A DISTANCE OF 20.00 FEET AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

FURTHER TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "C", THENCE S 03°09'37" W FOR A DISTANCE OF 30.00 FEET AND THE SOUTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

FURTHER TOGETHER WITH:

A STRIP OF LAND 16.00 FEET IN WIDTH BEING 8.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

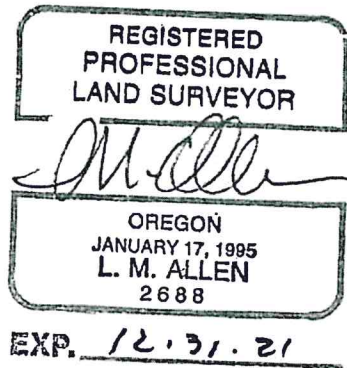
BEGINNING AT THE PREVIOUSLY DESCRIBED AND DESIGNATED POINT "D", THENCE N 03°09'37" E FOR A DISTANCE OF 20.00 FEET AND THE NORTHERN TERMINUS OF THE CENTERLINE BEING DESCRIBED HEREIN.

EXCEPTING THEREFROM: ALL THOSE PORTIONS OF THE ABOVE DESCRIBED STRIPS OF LAND LYING WITHIN SAID "PARCEL 1".

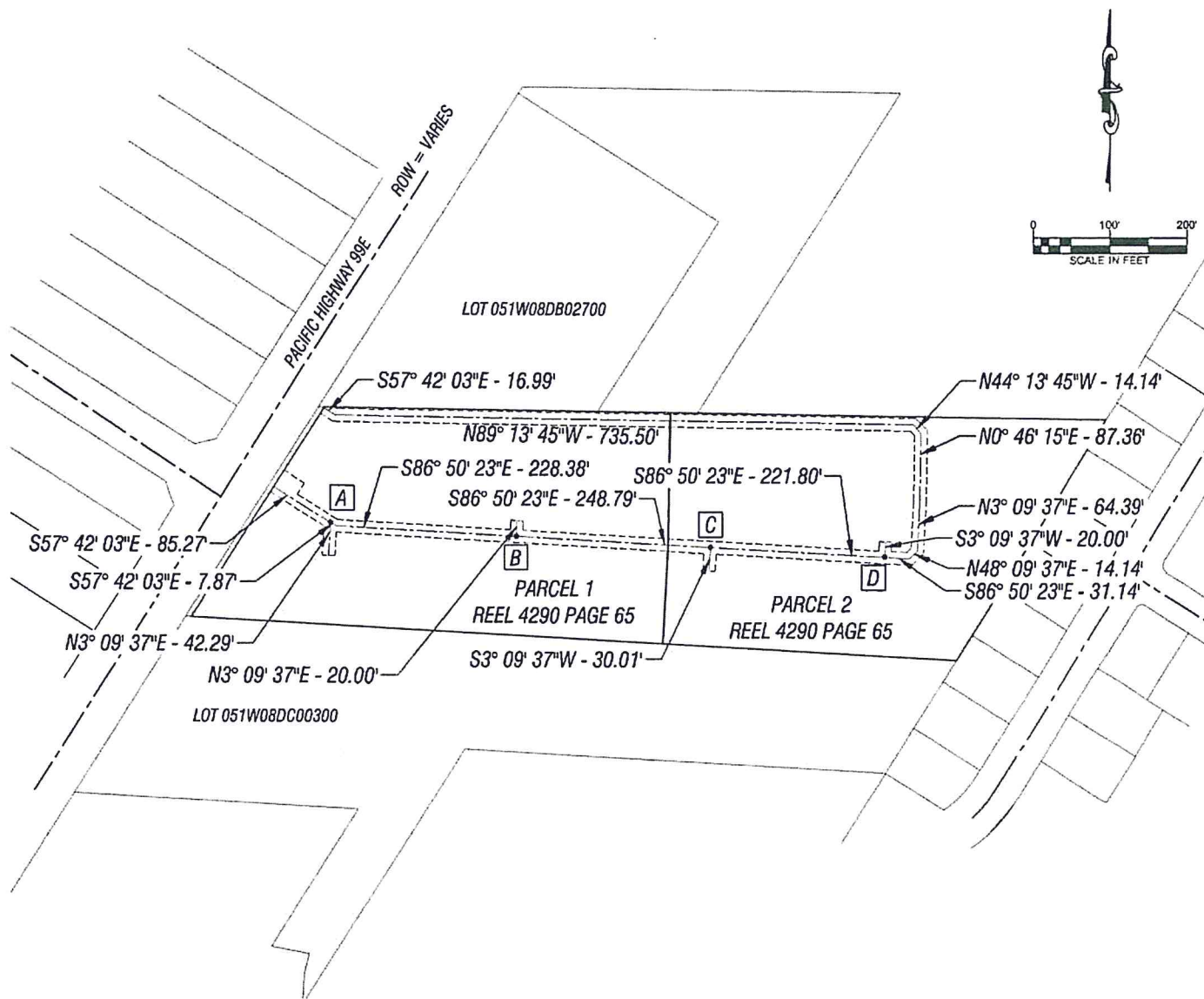
Public Utility Easements (Permanent)  
Page 5 of 7



THE SIDELINES OF THE ABOVE DESCRIBED STRIPS OF LAND TO BE LENGTHENED OR SHORTENED TO  
TERMINATE AT THEIR RESPECTIVE BOUNDARY INTERSECTIONS.



P:\60 (West Coast Home Solutions)\60-07 Woodburn Apartments\DWG\2019\60-07-PLA.dwg PLOT DATE/TIME: 1/20/2020 - 1:10pm



### EXHIBIT B

#### WATER LINE EASEMENT EXHIBIT

**LEI ENGINEERING & SURVEYING**  
OF OREGON

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 200'  
PROJECT NO.: 60-07  
DATE: 01-20-2020  
PAGE: 7 OF 7

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON  
PUBLIC ACCESS EASEMENT**

PVA Holdings, LLC, and Oregon Limited Liability Company, *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, permanent easements, including unrestricted ingress and egress rights for the purposes of (i) construction, reconstruction, operation, maintenance, repair, and use of a public pedestrian and bicycle pathway and its lateral and supporting structures; and (ii) construction, reconstruction, operation, maintenance, and repair of public utilities, over, across, in and through the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holding, LLC

BY: 

Eugene Labunsky, CEO

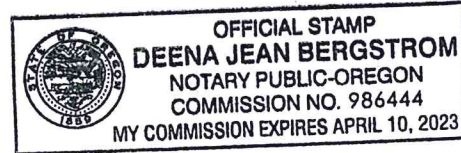
CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Deena Jean Bergstrom  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071



(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

Heather Pierson



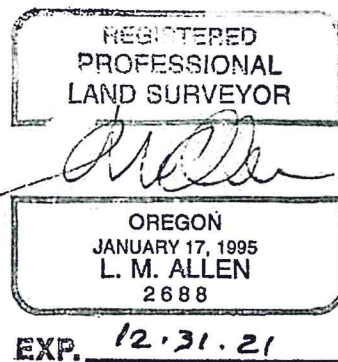
EXHIBIT A

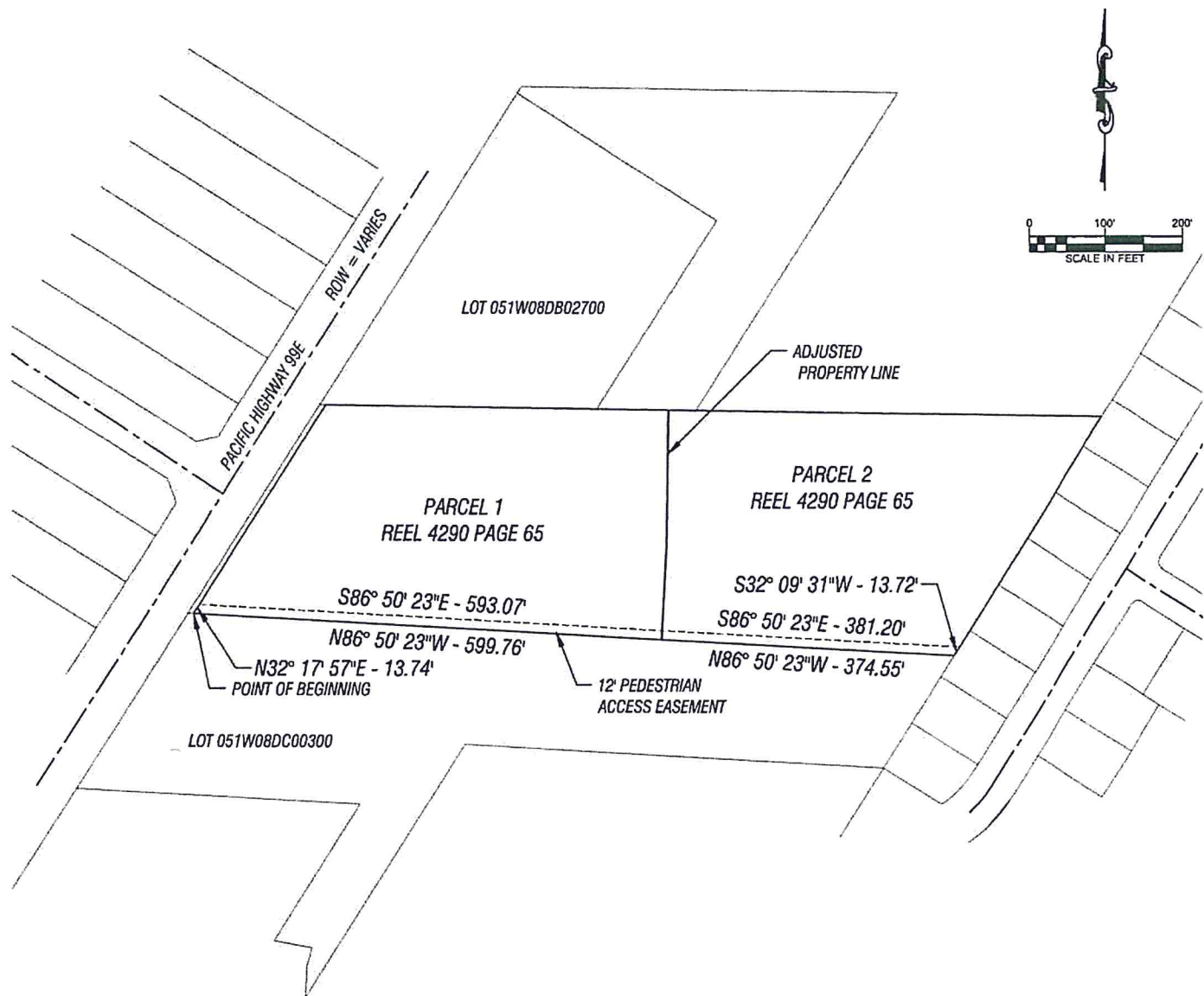
PEDESTRIAN ACCESS EASEMENT

THE SOUTH 12.00 FEET OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 1" ON REEL 4290 AT PAGE 65 DEED RECORDS OF MARION COUNTY, OREGON.

TOGETHER WITH THE SOUTH 12.00 FEET OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 2" ON REEL 4290 AT PAGE 65 DEED RECORDS OF MARION COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 1" ON REEL 4290 AT PAGE 65 DEED RECORDS OF MARION COUNTY, OREGON, THENCE N 32°17'57" E ON THE WESTERLY LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 13.74', THENCE LEAVING SAID WESTERLY LINE S 86°50'23" E PARALLEL TO THE SOUTH LINE OF SAID "PARCEL 1" AND DISTANT 12.00 FEET NORTH THEREOF FOR A DISTANCE OF 593.07' TO THE WEST LINE OF SAID "PARCEL 2", THENCE LEAVING SAID WEST LINE S 86°50'23" E PARALLEL TO THE SOUTH LINE OF SAID "PARCEL 2" AND DISTANT 12.00 FEET NORTH THEREOF FOR A DISTANCE OF 381.20' TO THE EAST LINE OF SAID "PARCEL 2", THENCE S 32°09'31" W ON SAID EAST LINE FOR A DISTANCE OF 13.72' TO THE SOUTHEAST CORNER OF SAID "PARCEL 2", THENCE N 86°50'23" W ON THE SOUTH LINE OF SAID "PARCEL 2" FOR A DISTANCE OF 374.55', TO THE SOUTHEAST CORNER OF SAID "PARCEL 1", THENCE N 86°50'23" W ON THE SOUTH LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 599.76' TO THE SOUTHWEST CORNER THEREOF AND THE POINT OF BEGINNING OF THIS EASEMENT DESCRIPTION.





## EXHIBIT B

### PEDESTRIAN ACCESS EASEMENT EXHIBIT

**LEI ENGINEERING  
& SURVEYING  
OF OREGON**

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 200'  
PROJECT NO.: 60-07  
DATE: 01-20-2020  
PAGE: 4 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 970712

**CITY OF WOODBURN, OREGON  
PUBLIC ACCESS AND UTILITY EASEMENTS  
FOR THE BENEFIT OF LOT 02700 MAP 051W08DB  
AND LOT 00300 MAP 051W08DC**

PVA Holdings, LLC, and Oregon Limited Liability Company, *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent Access and Utility easement, including the permanent right to construct, reconstruct, operate, and maintain public utilities and appurtenances on the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holdings, LLC

BY:

Eugene Labunsky, CEO

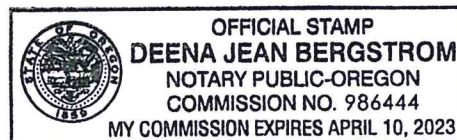


CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion) ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Deena Jean Bergstrom  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023



City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

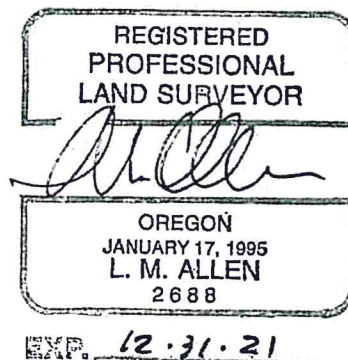
Heather Pierson

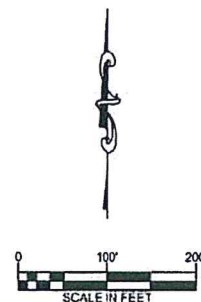
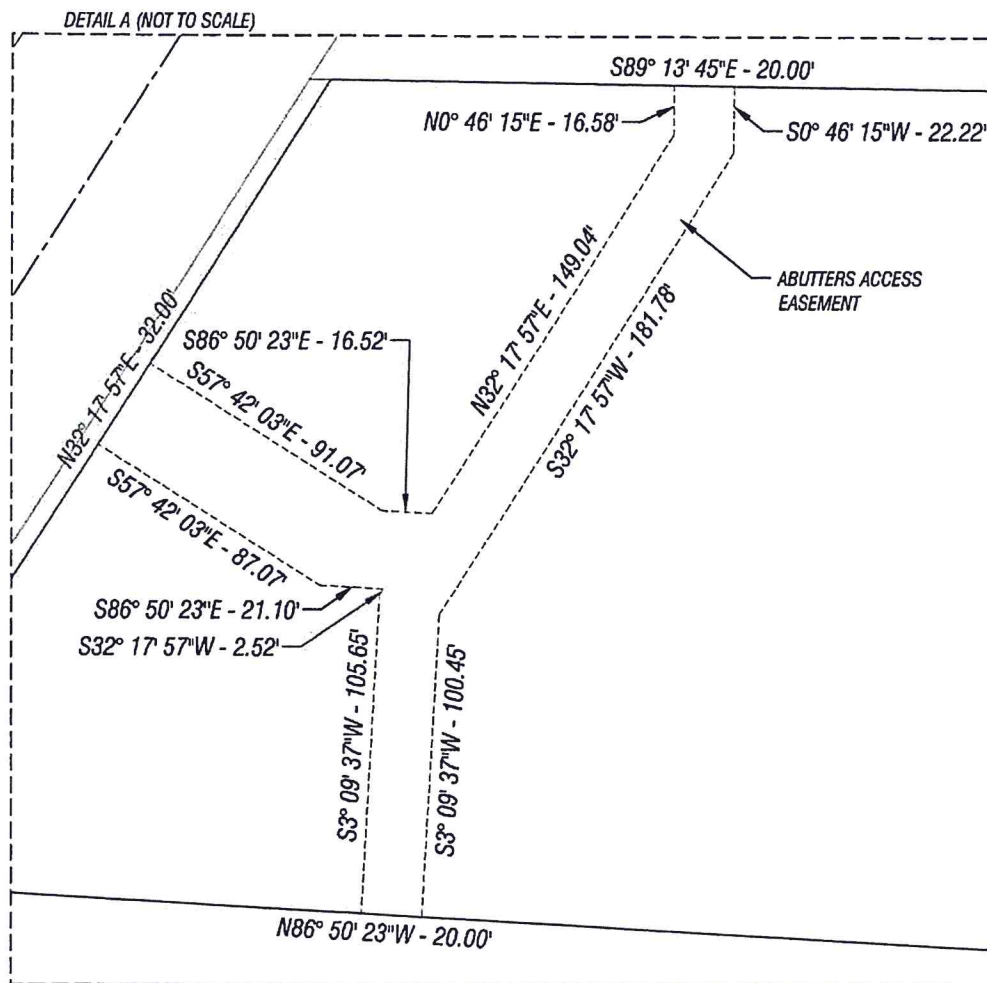
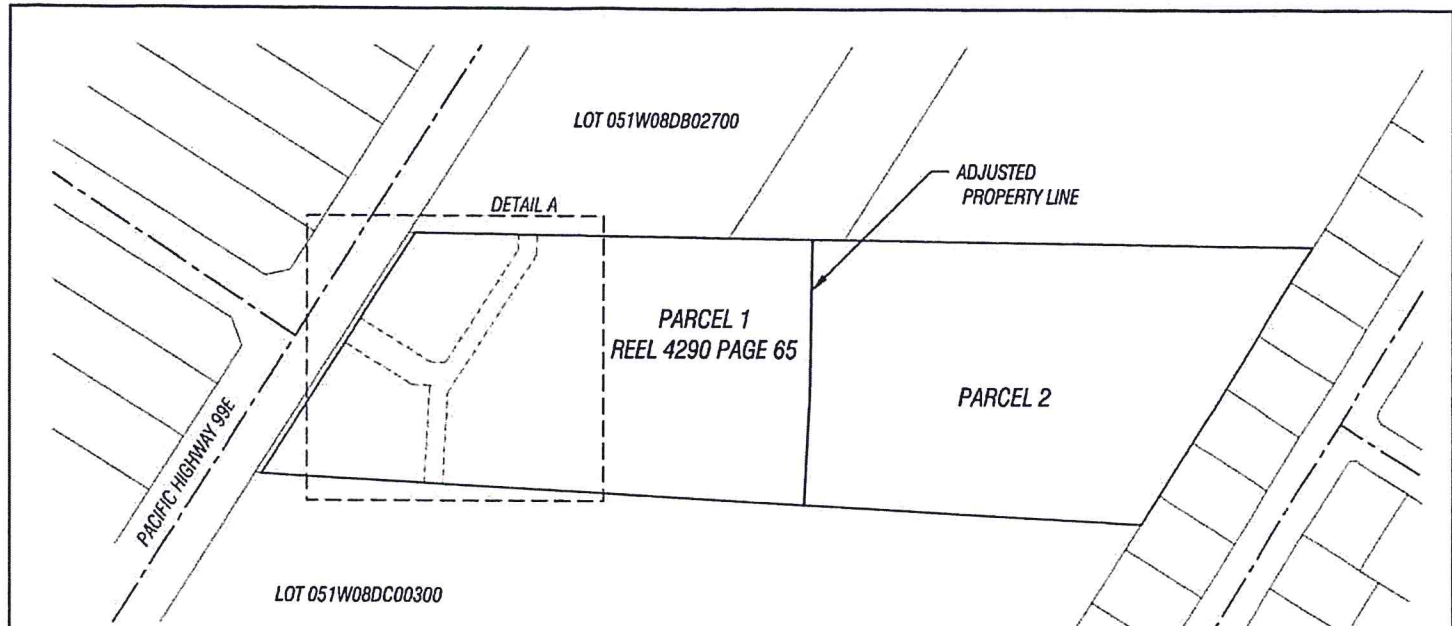
EXHIBIT A

ABUTTERS ACCESS EASEMENT

A VARIABLE WIDTH STRIP OF LAND OVER, ACROSS AND UPON "PARCEL 1" AS THE SAME IS DESCRIBED ON REEL 4290 AT PAGE 65 DEED RECORDS OF MARION COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID "PARCEL 1" BEING S 89°13'45" E AND DISTANT 113.60 FEET EAST OF THE NORTHWEST CORNER THEREOF, THENCE LEAVING SAID NORTH LINE AND PERPENDICULAR THERETO S 00°46'15" W FOR A DISTANCE OF 16.58 FEET, THENCE S 32°17'57" W PARALLEL WITH THE WEST LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 149.04 FEET, THENCE PARALLEL WITH THE SOUTH LINE OF SAID "PARCEL 1" N 86°50'23" W FOR A DISTANCE OF 16.52 FEET, THENCE PERPENDICULAR TO THE WEST LINE OF SAID "PARCEL 1" N 57°42'03" W FOR A DISTANCE OF 91.07 FEET TO SAID WEST LINE, THENCE S 32°17'57" W ON SAID WEST LINE FOR A DISTANCE OF 32.00 FEET, THENCE LEAVING SAID WEST LINE AND PERPENDICULAR THERETO S 57°42'03" E FOR A DISTANCE OF 87.07 FEET, THENCE PARALLEL WITH THE SOUTH LINE OF SAID "PARCEL 1" S 86°50'23" E FOR A DISTANCE OF 21.10 FEET, THENCE PARALLEL WITH THE WEST LINE OF SAID "PARCEL 1" S 32°17'57" W FOR A DISTANCE OF 2.52 FEET, THENCE PERPENDICULAR TO THE SOUTH LINE OF SAID "PARCEL 1" N 03°09'37" E FOR A DISTANCE OF 105.65 FEET TO THE SOUTH LINE THEREOF, THENCE ON SAID SOUTH LINE S 86°50'23" E FOR A DISTANCE OF 20.00 FEET, THENCE LEAVING SAID SOUTH LINE AND PERPENDICULAR THERETO S 03°09'37" W FOR A DISTANCE OF 100.45 FEET, THENCE PARALLEL WITH THE WEST LINE OF SAID "PARCEL 1" N 32°17'57" E FOR A DISTANCE 181.78 FEET, THENCE PERPENDICULAR TO THE NORTH LINE OF SAID "PARCEL 1" N 00°46'15" E FOR A DISTANCE OF 22.22 FEET TO THE NORTH LINE THEREOF, THENCE ON SAID NORTH LINE N 89°13'45" W FOR A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.





### EXHIBIT B

#### ABUTTERS ACCESS EASEMENT EXHIBIT

**LEI ENGINEERING  
& SURVEYING  
OF OREGON**

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE:	1" = 200'
PROJECT NO.:	60-07
DATE:	12-17-2019
PAGE:	4 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JANUARY 17, 1995  
**L. M. ALLEN**  
2688

EXPIRES 12/31/2021



AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON  
PUBLIC UTILITY EASEMENTS**

PVA Holdings, LLC, and Oregon Limited Liability Company, *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain utilities on the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holdings, LLC

BY: 

Eugene Labunsky, CEO

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Deena Jean Bergstrom  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071



(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

Heather Pierson



**EXHIBIT "A"**

**UTILITY EASEMENTS**

**PARCEL 1:**

A STRIP OF LAND 35.00 FEET IN WIDTH OVER, ACROSS AND UPON THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 1" ON REEL 4290 AT PAGE 65, DEED RECORDS OF MARION COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 35.00 FEET OF SAID "PARCEL 1".

**PARCEL 2:**

A STRIP OF LAND 35.00 FEET IN WIDTH OVER, ACROSS AND UPON THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 2" ON REEL 4290 AT PAGE 65, DEED RECORDS OF MARION COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 35.00 FEET OF SAID "PARCEL 2".

**TOGETHER WITH:**

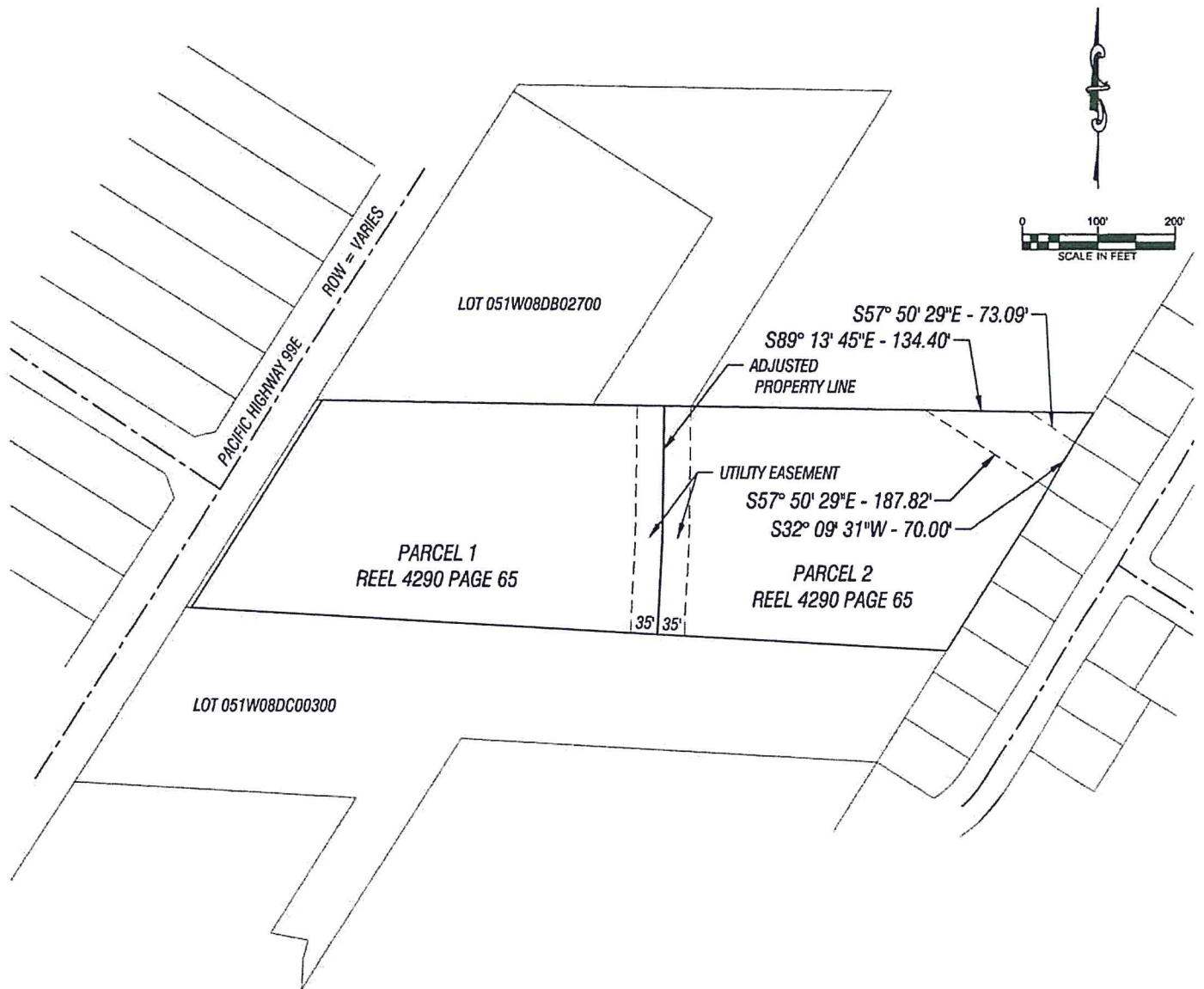
ALL THAT PORTION OF SAID "PARCEL 2" LYING BETWEEN THE PROLONGATION WESTERLY OF THE NORTHERLY AND SOUTHERLY LOT LINES OF "LOT 7" OF "BLOCK 1" AS LOCATED IN "COUNTRY ACRES ESTATES" A LEGAL SUBDIVISION IN MARION COUNTY, OREGON AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE NORTH LINE OF SAID "PARCEL 2" BEING N89°13'45"W AND DISTANT 85.62 FEET FROM THE NORTHEAST CORNER THEREOF, THENCE CONTINUING ON SAID NORTH LINE N89°13'45"W FOR A DISTANCE OF 134.40 FEET, THENCE LEAVING SAID NORTH LINE ON THE PROLONGATION WESTERLY OF THE SOUTHERLY LINE OF SAID "LOT 7" S57°50'29"E FOR A DISTANCE OF 187.82 FEET TO THE SOUTHWEST CORNER OF SAID "LOT 7", THENCE ON THE WESTERLY LINE OF SAID "LOT 7" N32°09'31"E FOR A DISTANCE OF 70.00 TO THE NORTHWEST CORNER THEREOF, THENCE LEAVING SAID WESTERLY LINE ON THE PROLONGATION WESTERLY OF THE NORTHERLY LINE OF SAID "LOT 7" N57°50'29"W FOR A DISTANCE OF 73.09 FEET TO THE POINT OF BEGINNING.



EXP. 12.31.21

P:\60 (West Coast Home Solutions)\60-07 Woodburn Apartments (DWG)\2019\60-07\_PLA.dwg PLOT DATE/TIME: 1/20/2020 - 12:37pm



### EXHIBIT B

#### UTILITY EASEMENT EXHIBIT

**LEI ENGINEERING  
& SURVEYING  
OF OREGON**

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 200'  
PROJECT NO.: 60-07  
DATE: 01-20-2020  
PAGE: 4 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*L. M. Allen*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON  
PUBLIC ACCESS AND UTILITY EASEMENTS  
FOR THE BENEFIT OF PARCEL 2**

PVA Holdings, LLC, and Oregon Limited Liability Company, *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent Access and Utility easement, including the permanent right to construct, reconstruct, operate, and maintain public utilities and appurtenances on the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holdings, LLC

BY:

  
Eugene Labunsky, CEO



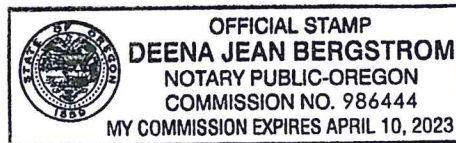
CORPORATE ACKNOWLEDGEMENT

*Clackamas*  
STATE OF OREGON, County of ~~Marion~~ ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

*Deena Jean Bergstrom*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071



(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

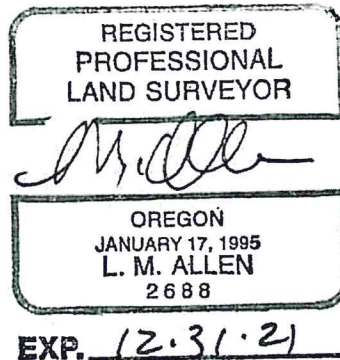
\_\_\_\_\_  
Heather Pierson

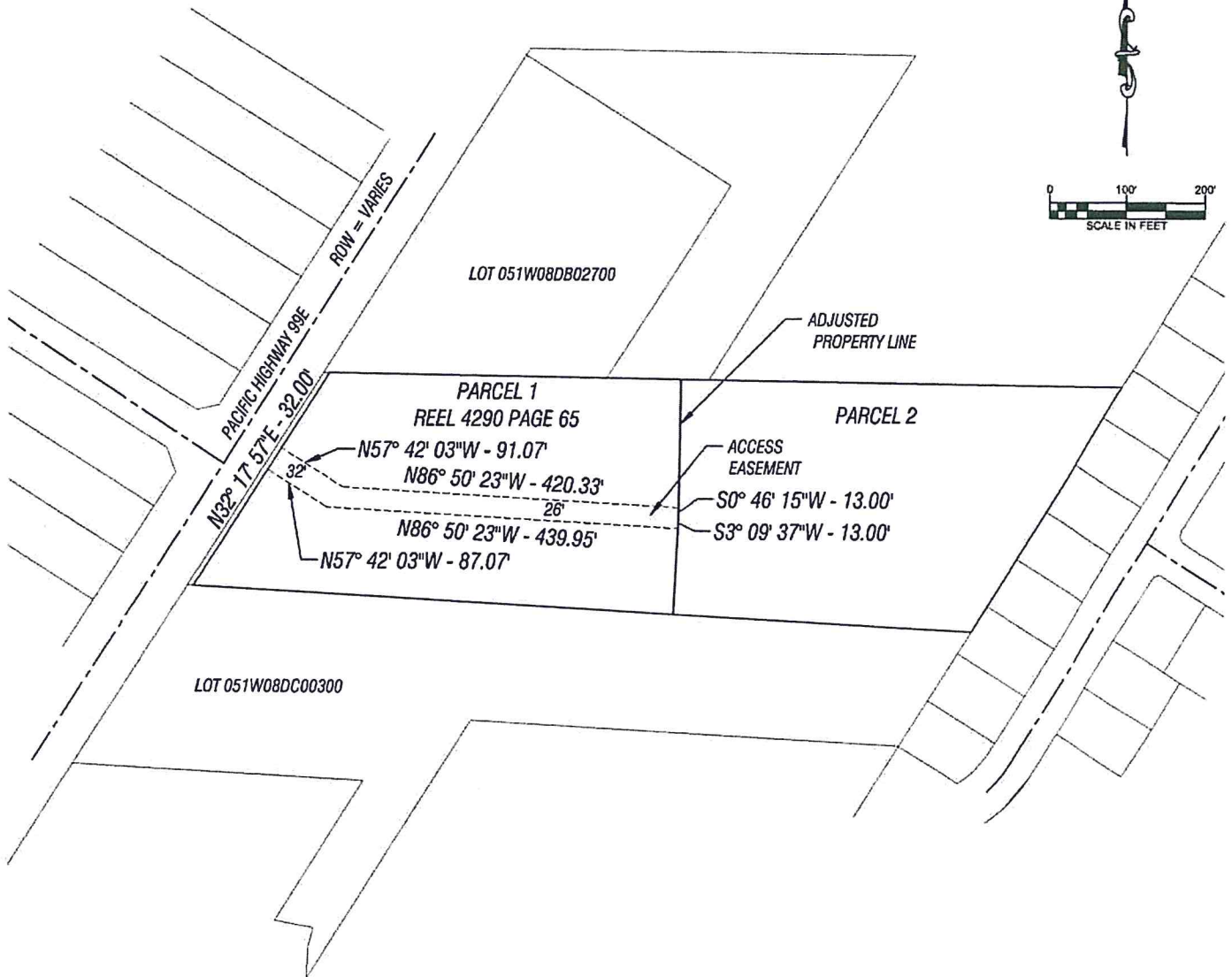
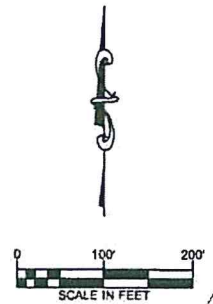
**EXHIBIT A**

**INGRESS AND EGRESS EASEMENT**

**A VARIABLE WIDTH STRIP OF LAND OVER, ACROSS AND UPON "PARCEL 1" AS THE SAME IS DESCRIBED IN THE DEED RECORDED ON REEL 4290 AT PAGE 65, OF THE MARION COUNTY, OREGON DEED RECORDS, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**BEGINNING AT A POINT ON THE EAST LINE OF SAID "PARCEL 1" BEING S00°46'15"W AND DISTANT 160.45 FEET FROM THE NORTHEAST CORNER THEREOF, THENCE LEAVING SAID EAST LINE AND PARALLEL WITH THE SOUTH LINE OF SAID "PARCEL 1" N86°50'23"W FOR A DISTANCE OF 420.33 FEET, THENCE PERPENDICULAR TO THE WEST LINE OF SAID "PARCEL 1" N57°42'03"W FOR A DISTANCE OF 91.07 FEET TO THE WEST LINE THEREOF, THENCE S32°17'57"W ON SAID WEST LINE FOR A DISTANCE OF 32.00 FEET, THENCE LEAVING SAID WEST LINE AND PERPENDICULAR THERETO S57°42'03"E FOR A DISTANCE OF 87.07 FEET, THENCE PARALLEL WITH THE SOUTH LINE OF SAID "PARCEL 1" N86°50'23"W FOR A DISTANCE OF 439.95 FEET TO THE EAST LINE OF THEREOF, THENCE N03°09'37"E ON SAID EAST LINE FOR A DISTANCE OF 13.00 FEET, THENCE CONTINUING ON SAID EAST LINE N00°46'15"E FOR A DISTANCE OF 13.00 FEET TO THE POINT OF BEGINNING OF THE LAND BEING DESCRIBED HEREIN.**





## EXHIBIT B

### ACCESS EASEMENT EXHIBIT

**LEI ENGINEERING  
& SURVEYING  
OF OREGON**

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 200'  
PROJECT NO.: 60-07  
DATE: 01-20-2020  
PAGE: 4 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*[Signature]*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021



AFTER RECORDING RETURN TO:

Woodburn City Recorder  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON  
PUBLIC UTILITY EASEMENTS**

PVA Holdings, LLC, and Oregon Limited Liability Company, *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain public utilities on the following described land:

*See attached Exhibit "A" Legal Description of Permanent Easement and attached Exhibit "B" Sketch for Legal Description of Permanent Easement which are by this reference incorporated herein*

*GRANTOR* reserves the right to use the surface of the land for any purpose that will not be inconsistent or interfere with the use of the easement by *CITY*. No building or utility shall be placed upon, under, or within the property subject to the foregoing easement during the term thereof, however, without the written permission of *CITY*.

Upon completion of the construction, *CITY* shall restore the surface of the property to its original condition and shall indemnify and hold *GRANTOR* harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

The true consideration of this conveyance is ZERO (\$0.00), and other valuable consideration, the receipt of which is acknowledged by *GRANTOR*.

*GRANTOR* covenants to *CITY* that *GRANTOR* is lawfully seized in fee simple of the above-granted premises, free from all encumbrances and that *GRANTOR* and their heirs and personal representatives shall warrant and forever defend the said premises and every part thereof to *CITY* against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 22 day of January, 2020.

PVA Holdings, LLC

BY:

  
Eugene Labunsky, CEO

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas ss.

The foregoing instrument was acknowledged before me this 22 day of January 2020, by Eugene Labunsky, as Chief Executive Officer of PVA Holdings, LLC, an Oregon Limited Liability Company, and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Deena Jean Bergstrom  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/10/2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071



(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

Heather Pierson

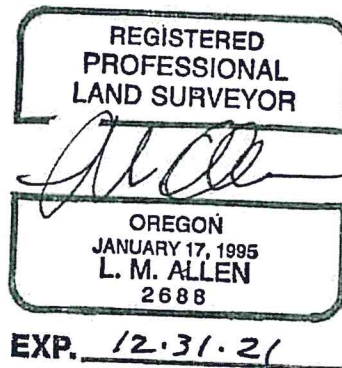


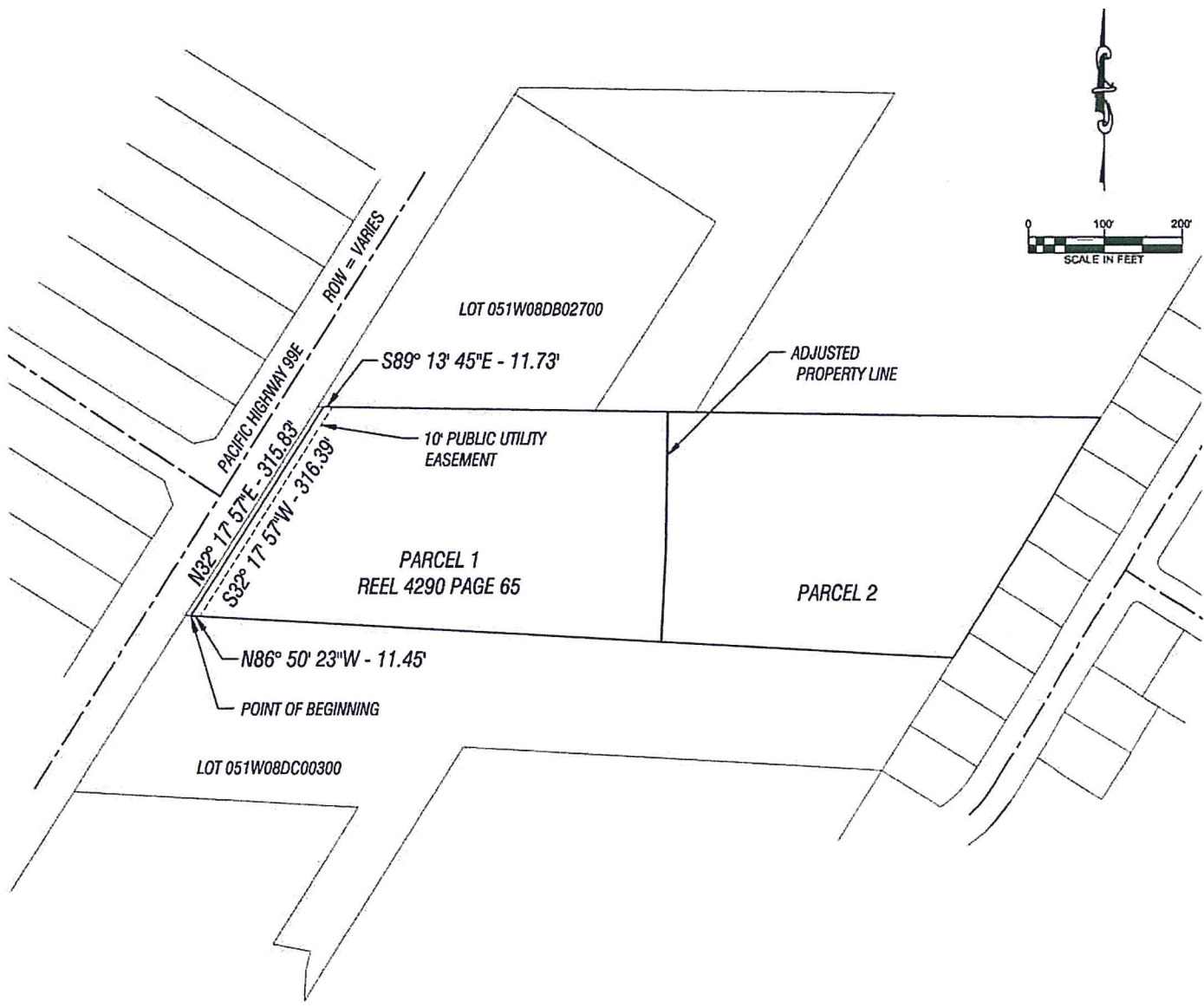
**EXHIBIT "A"**

**PUBLIC UTILITY EASEMENT**

THE WESTERLY 10.00 FEET OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 1" ON REEL 4290 AT PAGE 65, DEED RECORDS OF MARION COUNTY, OREGON, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED AS "PARCEL 1" ON REEL 4290 AT PAGE 65 DEED RECORDS OF MARION COUNTY, OREGON, THENCE N 32°17'57" E ON THE WESTERLY LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 315.83' TO THE NORTHWEST CORNER THEREOF, THENCE LEAVING SAID WESTERLY LINE S 89° 13' 45" W ON THE NORTH LINE OF SAID "PARCEL 1" FOR A DISTANCE OF 11.73', THENCE LEAVING SAID NORTH LINE S 32°17'57" W PARALLEL WITH SAID WEST LINE AND DISTANT 10.00' EASTERLY THEREFROM FOR A DISTANCE OF 316.39 TO THE SOUTH LINE OF SAID "PARCEL 1", THENCE N 86°50'23" W ON SAID SOUTH LINE FOR A DISTANCE OF 11.45', TO THE SOUTHWEST CORNER OF SAID "PARCEL 1" AND THE POINT OF BEGINNING OF THE EASEMENT BEING DESCRIBED HEREIN.





# EXHIBIT B

## PUBLIC UTILITY EASEMENT EXHIBIT

**LEI ENGINEERING & SURVEYING**  
OF OREGON

2564 19TH St SE  
Salem, Oregon 97302  
(503) 399-3828  
www.leiengineering.com

SCALE: 1" = 200'  
PROJECT NO.: 60-07  
DATE: 01-20-2020  
PAGE: 4 OF 4

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*L. M. Allen*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

**WOODBURN PLANNING COMMISSION PUBLIC  
HEARING/MEETING MINUTES  
November 14, 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	Absent
Commissioner	Aiken	Present
Commissioner	Corning	Present
Commissioner	Dos Reis	Absent
Commissioner	Lassen	Present
Commissioner	Berlin	Absent

**Staff Present:**

Chris Kerr, Community Development Director  
Dan Handel, Associate Planner  
McKenzie Granum, Assistant City Attorney

**Introduction**

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

**Minutes**

The October 10 and 24, 2019 Planning Commission minutes were approved.

**Business from the Audience**

None.

**Communication**

None.

**Public Hearing**

- a. **GEM Equipment:** DR 2019-11 & PLA 2019-05, 2765 National Way. Proposal to build a new 70,868 sq ft industrial building with related improvements and standard street frontage upgrades, including sidewalk and street trees.

Associate Planner Handel presented the staff report and recommendation of approval with conditions. Jim Caughlin, a representative for the applicant, testified in favor of the proposal and provided background

information on the company and what kind of work they do. No parties testified in opposition.

Commissioner Corning motioned to approve the application package, Commissioner Aiken seconded. The motion passed unanimously.

### **Workshop**

#### **a. Rent Burden / OAR 813-112:**

This was the second annual "rent burden" meeting to discuss affordability of housing as required for Woodburn and other cities by Oregon Administrative Rule (OAR) 813-112-0030. At least 25% of renter households spend more than half of their household income on gross rent.

One party, Ben Wilt with North Willamette Valley Habitat for Humanity, presented the attached letter regarding the various causes of a rent-burdened community, barriers to increasing affordable housing, and possible solutions for addressing these housing issues.

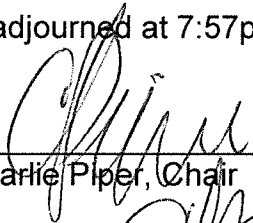
### **Staff Update:**

A tentative meeting is scheduled for December 12, 2019.

### **Adjournment**

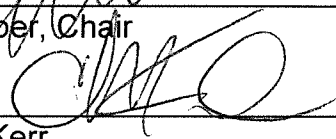
The meeting was adjourned at 7:57pm.

APPROVED

  
\_\_\_\_\_  
Charlie Piper, Chair

1-9-20  
\_\_\_\_\_  
Date

ATTEST

  
\_\_\_\_\_  
Chris Kerr  
Community Development Director  
City of Woodburn, Oregon

1.10.2020  
\_\_\_\_\_  
Date

Attachment: North Willamette Valley Habitat for Humanity Housing Letter

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES

2019 Year to Date

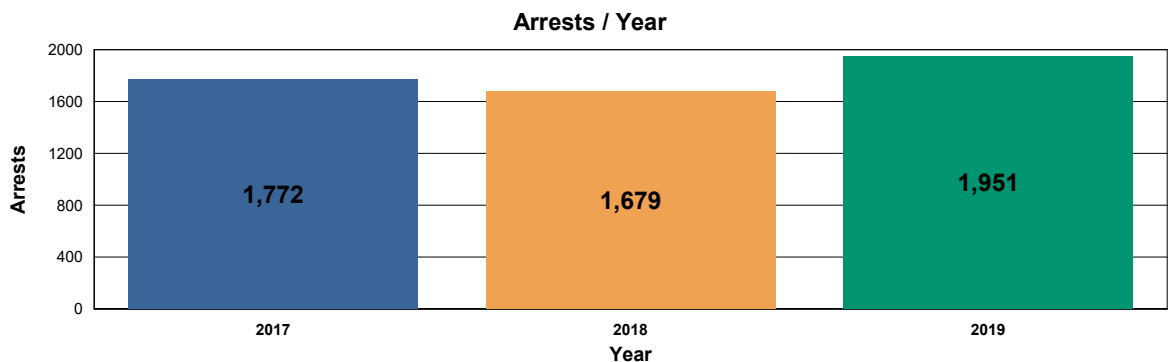
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
AGGRAVATED ASSAULT	2	1	1	3	5	2	6	1	0	2	3	3	29
ANIMAL CRUELTY	0	0	0	1	0	0	2	2	0	1	0	0	6
ANIMAL ORDINANCES	6	1	4	0	3	2	2	0	3	8	1	5	35
ARSON	0	2	0	0	0	0	0	0	0	0	0	0	2
ASSAULT SIMPLE	10	9	1	9	10	11	9	14	4	8	13	10	108
ATTEMPTED MURDER	0	0	0	1	0	0	0	0	0	0	0	0	1
BURGLARY - BUSINESS	0	0	1	0	0	0	0	0	0	0	0	0	1
BURGLARY - OTHER STRUCTURE	0	0	0	0	1	0	1	0	0	2	0	2	6
BURGLARY - RESIDENCE	1	0	3	0	4	1	2	2	0	2	3	3	21
CHILD NEGLECT	0	0	0	0	0	1	0	0	0	0	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	2	1	1	4	1	0	2	5	0	3	3	3	25
CRIMINAL MISTREATMENT	0	0	0	0	0	0	1	0	0	0	1	0	2
CURFEW	1	0	0	1	0	1	6	0	3	1	0	0	13
CUSTODY - MENTAL	9	6	8	5	5	3	10	4	4	2	3	5	64
CUSTODY - PROTECITVE	0	0	0	2	0	0	0	0	0	2	0	0	4
DISORDERLY CONDUCT	3	10	3	5	14	13	12	11	3	6	8	7	95
DRIVING UNDER INFLUENCE	5	6	8	5	9	8	6	9	8	6	6	4	80
DRUG LAW VIOLATIONS	9	6	13	16	10	23	22	16	18	14	12	15	174
DWS/REVOKED-MISDEMEANOR	1	1	1	2	1	1	2	0	0	1	1	3	14
ELUDE	0	0	2	0	1	0	4	1	0	0	4	0	12
EMBEZZLEMENT	0	0	0	0	0	0	0	0	0	0	1	0	1
ESCAPE FROM YOUR CUSTODY	0	0	2	0	0	0	0	0	0	0	0	0	2
FAIL TO DISPLAY OPERATORS LICENSE	1	0	0	0	0	1	1	1	0	2	0	1	7
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	0	0	1	2	0	3
FORCIBLE RAPE	3	0	0	2	1	1	0	0	0	0	3	1	11
FORGERY/COUNTERFEITING	2	0	3	1	2	1	4	1	1	1	1	3	20
FRAUD - BY DECEPTION/FALSE PRETENSES	1	0	3	0	1	2	0	0	1	1	0	0	9
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	1	0	0	2	0	0	0	0	0	0	3
FRAUD - NOT SUFFICIENT FUNDS CHECK	0	0	0	1	0	0	0	0	0	0	0	0	1
FRAUD - OF SERVICES/FALSE PRETENSES	0	0	0	0	0	0	0	0	0	0	0	1	1
FRAUD - WIRE	0	0	0	1	0	0	0	0	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	45	26	37	37	38	36	51	39	43	52	32	33	469
FURNISHING	0	0	1	0	0	0	0	0	0	0	0	0	1
GARBAGE LITTERING	1	0	0	0	0	0	0	0	0	0	1	0	2
HIT AND RUN FELONY	0	0	1	0	1	0	0	1	0	0	0	0	3
HIT AND RUN-MISDEMEANOR	6	2	3	5	3	2	3	2	1	3	3	3	36
IDENTITY THEFT	2	0	1	0	2	2	1	1	0	1	0	0	10
INTIMIDATION /OTHER CRIMINAL THREAT	1	2	1	5	2	2	5	5	3	3	1	5	35
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	0	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	0	0	0	0	0	0	1	0	0	1	0	3
MINOR IN POSSESSION	0	0	5	1	2	0	1	1	1	0	0	1	12
MINOR ON PREMISES	0	0	0	0	0	1	0	0	0	0	0	0	1
MOTOR VEHICLE THEFT	1	1	0	0	2	4	4	1	2	2	6	2	25
OTHER	7	2	5	4	7	6	10	3	5	6	5	3	63
PROPERTY RECOVER FOR OTHER AGENCY	0	0	0	0	0	0	0	0	0	0	0	1	1
PROSTITUTION - ENGAGE IN	0	0	0	0	0	0	0	1	0	0	0	0	1
RECKLESS DRIVING	1	4	3	3	5	2	5	3	4	3	2	4	39
RECKLESSLY ENDANDERING	2	2	2	0	5	1	4	1	2	2	1	0	22
RESTRAINING ORDER VIOLATION	1	1	0	3	0	1	1	1	1	0	0	3	12
ROBBERY - BUSINESS	0	0	0	0	0	0	0	1	0	0	0	0	1
ROBBERY - CAR JACKING	0	0	0	0	0	1	0	1	0	0	0	0	2
ROBBERY - CONV.STORE	0	0	0	0	1	0	0	0	0	0	0	0	1
ROBBERY - OTHER	0	0	0	0	0	1	0	2	0	0	0	3	6
RUNAWAY	0	0	0	0	1	2	0	1	1	2	1	2	10

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES 2019 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	1	0	0	0	0	1	0	0	0	0	3
SEX CRIME - EXPOSER	1	0	1	0	0	0	0	0	0	0	0	0	2
SEX CRIME - FORCIBLE SODOMY	2	0	0	0	0	1	0	0	0	0	1	0	4
SEX CRIME - INCEST	2	0	0	0	0	0	0	0	0	0	1	0	3
SEX CRIME - MOLEST (PHYSICAL)	1	0	0	0	0	0	0	0	0	0	2	0	3
SEX CRIME - NON-FORCE RAPE	0	0	1	0	0	1	1	0	0	0	0	0	3
SEX CRIME - OTHER	1	0	0	0	0	1	0	0	0	0	0	0	2
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	0	0	0	0	0	0	1	0	0	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	1	0	0	1	0	2	0	0	0	0	1	0	5
STALKER	0	1	1	0	2	0	0	0	0	0	1	0	5
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	1	0	0	0	2	1	1	0	1	0	0	6
THEFT - BICYCLE	0	0	0	0	0	0	1	1	0	0	0	1	3
THEFT - BUILDING	1	0	0	1	0	1	1	0	0	3	2	1	10
THEFT - FROM MOTOR VEHICLE	4	1	3	0	0	0	1	2	0	1	0	1	13
THEFT - OTHER	5	1	0	2	1	7	1	2	3	1	1	3	27
THEFT - PURSE SNATCH	0	1	0	0	0	0	0	0	0	0	0	1	2
THEFT - SHOPLIFT	2	8	7	5	12	5	13	9	1	2	3	0	67
TRAFFIC VIOLATIONS	10	11	8	7	8	4	17	8	7	8	9	3	100
TRESPASS	18	3	9	6	7	6	12	10	8	10	4	7	100
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	1	1	2	0	0	0	0	2	0	1	4	3	14
VANDALISM	1	0	2	0	1	1	1	1	0	2	2	0	11
VEHICLE RECOVERD FOR OTHER AGENCY	1	0	5	1	1	1	0	2	2	3	0	1	17
WEAPON - CARRY CONCEALED	1	1	1	1	0	2	0	0	0	0	0	0	6
WEAPON - EX FELON IN POSSESSION	1	0	1	1	0	1	0	0	1	0	0	0	5
WEAPON - OTHER	0	0	0	0	0	0	0	0	0	0	0	1	1
WEAPON - POSSESS ILLEGAL	0	2	1	4	3	4	3	1	3	2	0	3	26
WEAPON - SHOOTING IN PROHIBITED AREA	0	1	0	0	0	0	2	0	1	0	0	0	4

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
2019 Total	178	115	157	146	172	174	231	172	134	172	149	151	1,951
2018 Total	187	111	138	136	147	101	162	155	144	136	101	161	1679
2017 Total	135	169	176	166	164	143	152	155	138	111	141	122	1772



# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES

2019 Year to Date

CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
AGGRAVATED ASSAULT	3	4	2	4	5	4	6	3	0	3	6	4	44
ANIMAL CRUELTY	0	0	0	1	1	0	3	1	0	1	0	0	7
ANIMAL ORDINANCES	3	1	3	0	2	1	2	0	3	4	1	3	23
ARSON	1	2	0	0	0	0	0	1	0	0	0	0	4
ASSAULT SIMPLE	12	8	7	14	13	18	12	17	8	14	10	7	140
ATTEMPTED MURDER	0	0	0	1	0	0	0	0	0	0	0	0	1
BURGLARY - BUSINESS	2	1	1	0	3	2	0	2	0	7	6	2	26
BURGLARY - OTHER STRUCTURE	2	1	3	1	4	1	2	3	1	4	1	4	27
BURGLARY - RESIDENCE	8	2	5	6	14	7	7	5	6	10	4	15	89
CHILD NEGLECT	0	0	0	0	0	2	0	1	0	0	0	0	3
CRIME DAMAGE-NO VANDALISM OR ARSON	16	14	15	10	15	18	14	16	5	18	10	13	164
CRIMINAL MISTREATMENT	1	0	0	0	0	0	1	0	0	0	0	0	2
CURFEW	1	0	0	1	0	1	2	0	3	1	0	0	9
CUSTODY - MENTAL	10	6	9	5	5	3	10	4	4	2	3	5	66
CUSTODY - PROTECTIVE	0	0	0	1	0	0	0	0	0	1	0	1	3
DISORDERLY CONDUCT	3	6	5	5	11	12	9	15	6	6	7	9	94
DRIVING UNDER INFLUENCE	5	7	8	5	9	8	6	9	8	6	6	4	81
DRUG LAW VIOLATIONS	9	7	15	9	11	14	22	12	14	13	8	10	144
DWS/REVOKED-MISDEMEANOR	1	1	1	2	1	0	2	0	0	1	2	3	14
ELUDE	1	1	1	2	1	0	3	1	0	1	1	1	13
EMBEZZLEMENT	0	0	0	0	0	0	0	0	0	0	1	0	1
ESCAPE FROM YOUR CUSTODY	0	0	2	0	0	0	0	0	0	0	0	0	2
EXPLOSIVES	1	0	0	0	0	0	0	0	0	0	0	0	1
EXTORTION/BLACKMAIL	0	0	0	0	0	0	0	0	3	0	0	0	3
FAIL TO DISPLAY OPERATORS LICENSE	1	0	0	0	0	1	1	1	0	2	0	1	7
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	0	0	2	0	3
FORCIBLE RAPE	2	1	1	3	4	1	1	3	0	2	2	2	22
FORGERY/COUNTERFEITING	9	2	7	3	4	4	8	3	1	6	3	6	56
FRAUD - ACCOUNT CLOSED CHECK	0	0	0	0	0	0	1	1	1	0	0	0	3
FRAUD - BY DECEPTION/FALSE PRETENSES	2	5	6	2	4	4	2	3	4	4	5	4	45
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	2	2	2	0	5	2	2	2	1	0	3	24
FRAUD - IMPERSONATION	0	0	0	0	0	0	1	0	0	0	0	0	1
FRAUD - NOT SUFFICIENT FUNDS CHECK	0	0	0	1	0	0	0	0	0	0	0	0	1
FRAUD - OF SERVICES/FALSE PRETENSES	1	0	0	0	1	1	0	1	0	0	0	1	5
FRAUD-OTHER	0	0	0	0	0	0	0	1	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	27	18	28	26	29	31	40	25	26	32	23	21	326
FURNISHING	0	0	1	0	1	0	0	0	0	0	0	0	2
GARBAGE LITTERING	1	0	0	0	0	0	0	0	0	0	1	0	2
HIT AND RUN FELONY	1	1	1	0	3	0	1	0	0	1	0	1	9
HIT AND RUN-MISDEMEANOR	23	8	13	19	19	15	16	15	21	21	17	19	206
IDENTITY THEFT	6	5	3	3	4	2	1	8	1	3	2	4	42
INTIMIDATION /OTHER CRIMINAL THREAT	1	0	1	6	2	3	2	7	2	2	1	2	29
INVASION OF PERSONAL PRIVACY	0	0	0	0	1	0	0	0	0	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	0	0	0	0	0	0	2	2	0	0	0	5
KIDNAP - FOR RANSOM	0	0	0	0	0	0	0	0	1	0	0	0	1
MINOR IN POSSESSION	0	0	2	1	1	0	1	1	1	0	0	1	8
MINOR ON PREMISES	0	0	0	0	0	1	0	0	0	0	0	0	1
MISCELLANEOUS	19	18	25	21	23	29	13	19	18	12	19	18	234
MOTOR VEHICLE THEFT	8	6	13	9	15	21	6	11	16	19	13	10	147
NON CRIMINAL DOMESTIC DISTURBANCE	20	12	8	12	12	21	15	16	10	14	13	13	166
OTHER	6	3	7	5	9	7	11	3	5	8	5	4	73
PROPERTY - FOUND LOST MISLAID	3	4	4	2	1	4	3	3	4	3	1	3	35
PROPERTY RECOVER FOR OTHER AGENCY	2	2	0	0	0	0	0	1	1	1	1	2	10
PROSTITUTION - ENGAGE IN	0	0	0	0	0	0	0	1	0	0	0	0	1
RECKLESS DRIVING	2	6	3	5	6	2	7	3	5	3	3	4	49
RESTRAINING ORDER VIOLATION	2	3	0	3	1	2	1	1	1	0	0	3	17
ROBBERY - BUSINESS	0	0	0	0	1	0	0	1	0	0	1	0	3



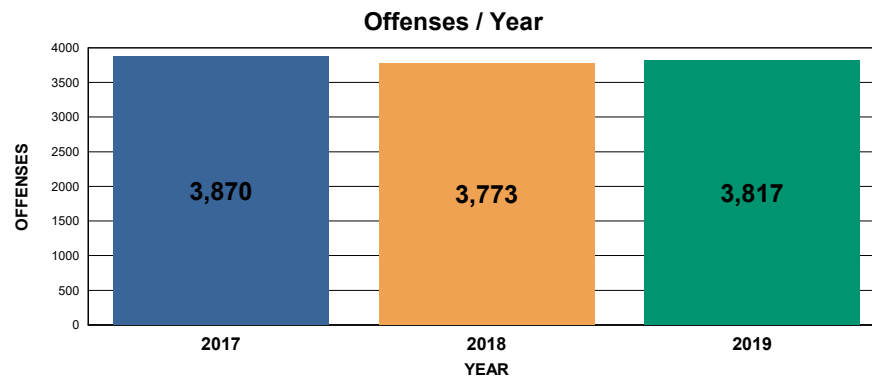
# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES

2019 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
ROBBERY - CAR JACKING	0	0	0	0	0	1	2	0	1	0	1	0	5
ROBBERY - CONV.STORE	0	0	0	0	1	0	0	0	0	0	1	0	2
ROBBERY - OTHER	0	0	0	0	1	1	0	1	3	0	0	3	9
ROBBERY - RESIDENCE	0	0	0	0	0	1	0	0	0	1	0	0	2
RUNAWAY	0	1	1	3	4	5	0	2	1	5	2	4	28
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	0	0	0	0	0	0	1	1	0	0	0	0	2
SEX CRIME - EXPOSER	1	0	0	1	0	0	1	1	0	0	0	0	4
SEX CRIME - FORCIBLE SODOMY	2	0	0	0	0	0	0	1	0	0	0	0	3
SEX CRIME - INCEST	1	0	0	0	0	0	0	0	0	1	0	0	2
SEX CRIME - MOLEST (PHYSICAL)	2	1	1	0	2	2	2	1	0	1	1	3	16
SEX CRIME - NON-FORCE RAPE	1	0	2	0	1	0	1	1	0	0	1	1	8
SEX CRIME - OTHER	1	0	0	0	0	0	0	0	0	0	0	0	1
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	0	3	0	0	0	0	1	0	0	4
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	1	1	0	0	0	0	0	0	0	0	2
STALKER	0	1	1	0	2	0	0	0	0	0	1	0	5
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	1	0	0	0	1	2	1	2	0	0	0	7
SUICIDE	0	0	0	0	0	0	0	1	0	0	1	0	2
THEFT - BICYCLE	1	1	0	6	8	1	3	3	1	1	1	2	28
THEFT - BUILDING	0	2	5	3	1	4	1	0	5	5	2	3	31
THEFT - COIN OP MACHINE	0	1	0	1	0	1	2	0	0	0	0	1	6
THEFT - FROM MOTOR VEHICLE	25	18	27	8	15	14	10	19	25	32	11	13	217
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	2	2	1	1	3	2	1	3	1	4	4	1	25
THEFT - OTHER	14	7	16	24	23	29	19	17	9	10	22	14	204
THEFT - PICKPOCKET	1	1	1	0	1	0	0	0	0	0	0	1	5
THEFT - PURSE SNATCH	1	1	0	0	2	1	0	1	0	1	2	2	11
THEFT - SHOPLIFT	12	14	22	21	24	17	20	16	12	9	8	8	183
TRAFFIC VIOLATIONS	11	6	11	8	9	6	19	11	8	7	10	6	112
TRESPASS	8	6	10	8	12	14	13	15	13	11	2	7	119
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	3	0	2	1	0	1	1	2	2	1	2	4	19
VANDALISM	16	8	13	12	17	13	15	20	8	13	14	15	164
VEHICLE RECOVERD FOR OTHER AGENCY	5	3	5	3	2	6	0	0	3	3	2	2	34
WEAPON - CARRY CONCEALED	1	1	1	1	0	2	0	1	0	0	0	0	7
WEAPON - EX FELON IN POSSESSION	1	0	1	1	0	1	0	0	1	0	0	0	5
WEAPON - OTHER	0	0	0	0	0	0	0	0	0	0	0	1	1
WEAPON - POSSESS ILLEGAL	1	0	1	4	3	5	1	3	3	3	0	3	27
WEAPON - SHOOTING IN PROHIBITED AREA	1	3	1	0	1	1	4	2	1	1	2	4	21

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<b>2019 Total</b>	<b>330</b>	<b>235</b>	<b>325</b>	<b>297</b>	<b>371</b>	<b>374</b>	<b>352</b>	<b>346</b>	<b>282</b>	<b>336</b>	<b>268</b>	<b>301</b>	<b>3,817</b>
<b>2018 Total</b>	<b>409</b>	<b>284</b>	<b>317</b>	<b>342</b>	<b>316</b>	<b>309</b>	<b>311</b>	<b>308</b>	<b>292</b>	<b>298</b>	<b>243</b>	<b>344</b>	<b>3,773</b>
<b>2017 Total</b>	<b>322</b>	<b>292</b>	<b>355</b>	<b>317</b>	<b>330</b>	<b>307</b>	<b>317</b>	<b>321</b>	<b>307</b>	<b>311</b>	<b>353</b>	<b>338</b>	<b>3,870</b>





# Woodburn Police Department

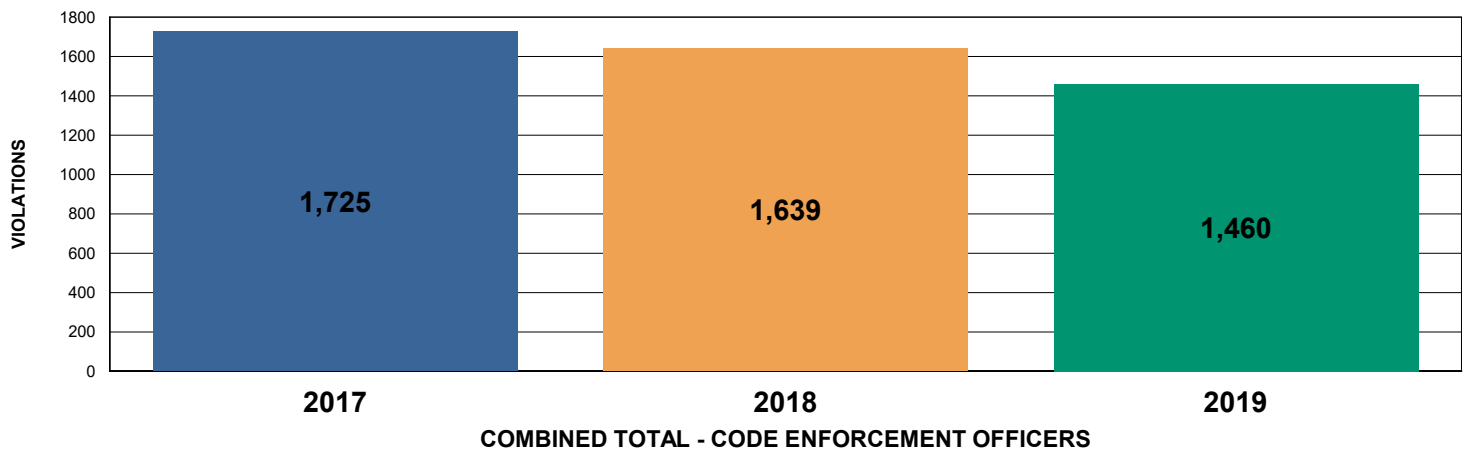
## ORDINANCE VIOLATIONS

### 2019 Year to Date

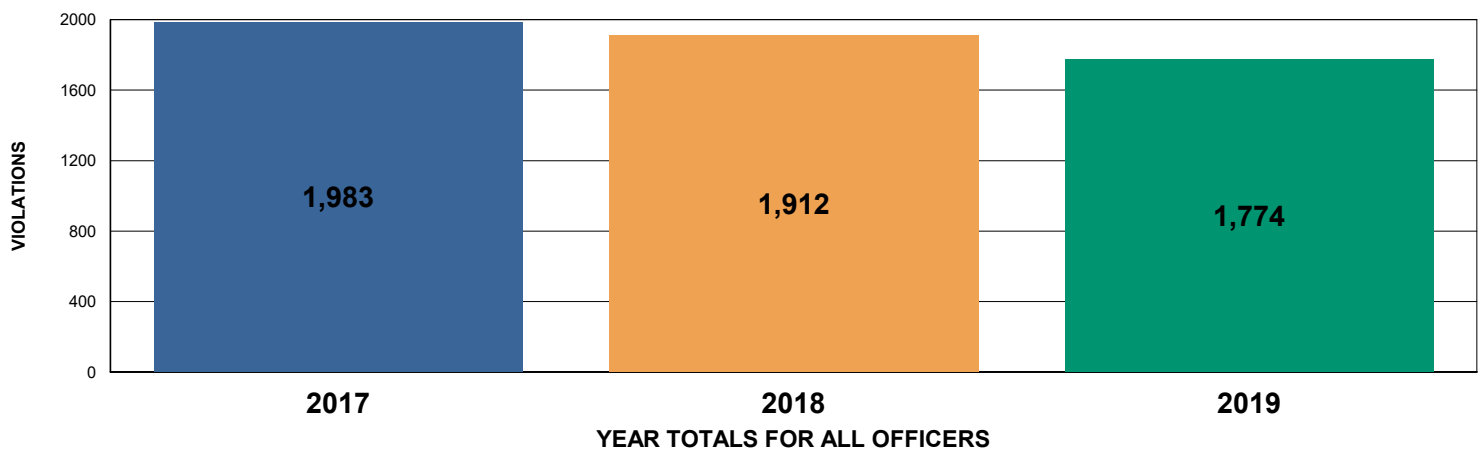
1/20/2020

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Animal Complaint	38	29	44	36	50	38	48	80	40	51	32	31	<b>517</b>
Ordinance - Abate/Nuisances	0	1	0	0	2	0	1	0	2	0	0	0	<b>6</b>
Ordinance - Abandoned Vehicles	66	39	50	34	18	48	38	51	42	45	40	36	<b>507</b>
Ordinance - Abate Graffiti	2	0	1	0	6	2	1	4	3	5	5	1	<b>30</b>
Ordinance - Land Use Violations	1	0	2	1	2	1	0	4	3	1	2	2	<b>19</b>
Ordinance - Oth Violation	34	30	51	45	40	74	68	60	53	41	32	18	<b>546</b>
Ordinance - Tall Grass	0	0	0	0	87	34	17	8	1	2	0	0	<b>149</b>
<b>2019 Total</b>	<b>141</b>	<b>99</b>	<b>148</b>	<b>116</b>	<b>205</b>	<b>197</b>	<b>173</b>	<b>207</b>	<b>144</b>	<b>145</b>	<b>111</b>	<b>88</b>	<b>1,774</b>
<b>2018 Total</b>	<b>176</b>	<b>133</b>	<b>156</b>	<b>182</b>	<b>223</b>	<b>167</b>	<b>140</b>	<b>205</b>	<b>121</b>	<b>185</b>	<b>107</b>	<b>117</b>	<b>1,912</b>
<b>2017 Total</b>	<b>94</b>	<b>126</b>	<b>176</b>	<b>177</b>	<b>290</b>	<b>284</b>	<b>175</b>	<b>170</b>	<b>149</b>	<b>129</b>	<b>115</b>	<b>98</b>	<b>1,983</b>

### Ordinance Violations / Code Enforcement Officers



### Ordinance Violations / Year





## Agenda Item

January 27, 2020

TO: Mayor and City Council through City Administrator  
FROM: James C. Ferraris, Chief of Police  
SUBJECT: **Ordinance Prohibiting Camping in Public Rights-of-Way**

### **RECOMMENDATION:**

Enact the Ordinance Prohibiting Camping in Public Rights-of-Way.

### **BACKGROUND:**

From a public safety perspective, individuals camping in Public Rights-of-Way can become a significant problem for the City. Other Oregon municipalities (i.e., Salem and Portland) have facilitated a dangerous environment for pedestrians, drivers, and emergency service professionals by not making more efforts to address this issue.

For pedestrians, the greatest detrimental impact is on those who are young children, elderly or disabled. In larger cities it is not uncommon to see a tent pitched on a sidewalk close to an ADA wheelchair access ramp. This tent in the Public Right-of-Way prevents the passage of the disabled pedestrians that the ADA ramp is constructed to accommodate.

Another dangerous situation is created when individuals are allowed to camp in the portion of the Public Right-of-Way that is adjacent to the street. Camping in these locations endangers both the drivers and the campers.

Experience has shown that camping in Public Rights-of-Way creates a number of public health and safety concerns, including the accumulation of trash, uncontained food and human waste, all of which are detrimental to safety and public health.

Finally, in any given situation, camping in the Public Rights-of-Way has the potential to adversely affect and delay public safety personnel responding to emergencies. While police, fire, and ambulance situations vary with every call, a tent pitched in an unsafe location can negatively impact the First-Responders' ability to render aid.

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

**DISCUSSION:**

The proposed Ordinance Prohibiting Camping in Public Rights-of-Way is short and straight-forward. It focuses on public health and safety. Public Rights-of-Way, Campsite, and "To Camp" are defined consistent with their normal usage (see Section 4). The public safety concern is great enough that it justifies the City Council's declaration that an Ordinance violation constitutes a Public Nuisance subject to summary abatement, consistent with state law (see Section 5). An Emergency Clause is included so that the public health and safety concerns can be immediately addressed (see Section 6).

**FINANCIAL IMPACT:**

None.

**COUNCIL BILL NO. 3119**

**ORDINANCE NO. 2577**

**AN ORDINANCE PROHIBITING CAMPING IN PUBLIC RIGHTS-OF-WAY; PROVIDING FOR ENFORCEMENT; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City does not currently have a specific prohibition on camping in Public Rights-of-Way; and

**WHEREAS**, the City believes that it is in the interest of public health and safety to prohibit camping in Public Rights-of-Way; **NOW, THEREFORE**,

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

**Section 1. Purpose.** This Ordinance is adopted pursuant to the City's police powers as set forth in the Oregon Constitution and the Woodburn Charter for the following purposes:

- A. To protect public health and safety.
- B. To maintain and safeguard the use of Public Rights-of-Way, which the City holds in trust for the public
- C. To protect the constitutional rights of all individuals.
- D. To avoid the creation of public nuisances.

**Section 2. Findings.** The City makes the following findings:

- A. Camping on Public Rights-of-Way threatens the safety and welfare of all pedestrians, with the greatest impact on those pedestrians who are elderly or young children or who have physical and mental disabilities.
- B. Camping on Public Rights-of-Way is dangerous to the individuals who are camping and constitutes a public safety hazard.
- C. Camping on Public Rights-of-Way can be dangerous to drivers and constitutes a public safety hazard.
- D. Camping on Public Rights-of-Way can obstruct and delay public safety personnel responding to emergencies.



E. The accumulation of trash, uncontained food and human waste related to camping in Public Rights-of-Way, is detrimental to safety and public health.

**Section 3. Camping on Public Property and Rights-of-Way.** It shall be unlawful for any person or persons to camp on Public Rights-of-Way within the City.

**Section 4. Definitions.**

A. "To Camp" means to set up, or remain in or at, a Campsite for the purpose of establishing or maintaining a temporary place to live.

B. "Campsite" means any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle or part thereof. A Campsite includes any place where there is a tent, or any structure or assembly of materials consisting of a top or roof or any other upper covering and enclosed on one or more sides, that is of sufficient size for a person to fit underneath or inside.

C. "Public Rights-of-Way" means and includes, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, public utility easements, and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland or other City property not generally open to the public for travel.

**Section 5. Enforcement.**

A. A violation of this Ordinance is declared a public nuisance under Ordinance 2338 (the Nuisance Ordinance). Due to the public health and safety concerns stated in the Ordinance Findings, the City Council directs the summary abatement of Campsites in Public Rights-of-Way, subject to applicable state statutes.

B. This Ordinance is cumulative to other City Ordinances and regulations and should be construed consistent with these other enactments.

**Section 6. Emergency Clause.** This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, so that the public health and safety concerns related to camping in Public Rights-of-Way can be immediately addressed, an emergency is declared to exist and this

Ordinance shall take effect immediately upon passage by the City Council and approval by the Mayor.

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

January 27, 2020

TO: Honorable Mayor and City Council through City Administrator  
FROM: James C. Ferraris, Chief of Police  
SUBJECT: **Removal of Camping Sites from Public Property Pursuant to ORS 203.077**

**RECOMMENDATION:**

Adopt the Ordinance for the Removal of Camping Sites from Public Property.

**BACKGROUND:**

ORS 203.077 through 203.081 (attached) requires all Oregon cities and counties to develop policies for the humane removal of homeless Camping Sites from public property. This law recognizes that local governments have the legal authority to prohibit camping on public property, but requires that certain state-mandated procedures be followed. While the City has been aware of this law, staff recommends that it is best to formalize the policy in an ordinance.

**DISCUSSION:**

The Ordinance contains the following significant provisions:

**Camping Site Removal Process**

- A Camping Site Removal Notice, will be posted twenty-four (24) hours ahead of removal, unless law enforcement officials decide that the specific situation warrants an extension of time for removal. If so, the period can be extended to seventy-two (72) hours.
- Law enforcement officials will notify a Local Social Service Agency of the Camping Site removal.
- The Agency may assist in arranging shelter and other assistance.
- A procedure will be established for the custody, removal, storage and destruction of unclaimed property.

- An Unclaimed Personal Property Notice will be posted in a conspicuous place with a contact number and hours of operation to arrange for pickup of unclaimed property.
- Personal Property is any item that is reasonably recognizable as belonging to a person and has apparent utility.
- Items with no apparent utility or in unsanitary conditions will be discarded.
- The Camping Site will be photographed and a general description of discarded items will be recorded by City officials before the removal of property.
- Weapons, drug paraphernalia and items that appear to be stolen or evidence of a crime will be turned over to law enforcement officials.

#### **Post Removal of Camping Site**

- To ensure that removals are done in a humane and just manner, law enforcement officials, local agency officials and outreach workers may meet and discuss whether any policy changes are needed.

#### **Exemptions to the Twenty-Four (24) Hour Notice**

- If law enforcement officials believe that illegal activities other than camping are occurring.
- Possible site contamination by hazardous material or immediate danger to human life or safety.

#### **Enforcement**

- Unlawful Camping on Public Property is a Class 3 Civil Infraction subject to a forfeiture not to exceed \$250.
- Alternatively, recognizing the need for humane treatment of homeless individuals, summary abatement of the Camping Site (with no monetary penalty) is authorized if the Ordinance procedures are followed.

#### **FINANCIAL IMPACT:**

None.



**ORS 203.077 Local governments to develop humane policy for removal of homeless camps from public property**

All municipalities and counties shall:

- (1) Public property that is a day use recreational area.
- (2) Public property that is a designated campground and occupied by an individual under an agreement with a municipality or county. [1995 c.121 §3]

**ORS 203.079 Required elements of local government policies on camping by homeless.**

(1) A policy developed pursuant to ORS 203.077 (Local governments to develop humane policy for removal of homeless camps from public property) shall include, but is not limited to, the following:

(a) Prior to removing homeless individuals from an established camping site, law enforcement officials shall post a notice, written in English and Spanish, 24 hours in advance.

(b) At the time that a 24-hour notice is posted, law enforcement officials shall inform the local agency that delivers social services to homeless individuals where the notice has been posted.

(c) The local agency may arrange for outreach workers to visit the camping site where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.

(d) All unclaimed personal property shall be given to law enforcement officials whether 24-hour notice is required or not. The property shall be stored for a minimum of 30 days during which it will be reasonably available to any individual claiming ownership. Any personal property that remains unclaimed for 30 days may be disposed of. For purposes of this paragraph, "personal property" means any item that is reasonably recognizable as belonging to a person and that has apparent utility. Items that have no apparent utility or are in an insanitary condition may be immediately discarded upon removal of the homeless individuals from the camping site. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be given to law enforcement officials.

(e) Following the removal of homeless individuals from a camping site on public property, the law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether the removals are occurring in a humane and just manner and to determine if any changes are needed in the policy.

(2) The 24-hour notice required under subsection (1) of this section shall not apply:

(a) When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring.

(b) In the event of an exceptional emergency such as possible site contamination by hazardous materials or when there is immediate danger to human life or safety.

(3) A person authorized to issue a citation for unlawful camping under state law, administrative rule or city or county ordinance may not issue the citation if the citation would be issued within 200 feet of the notice described in this section and within two hours before or after the notice was posted. [1995 c.121 §2; 1999 c.761 §1]

**ORS 203.081 Sites not subject to ORS 203.077 to 203.081**

As used in ORS 203.077 (Local governments to develop humane policy for removal of homeless camps from public property) to 203.081 (Sites not subject to ORS 203.077 to 203.081), "camping site" does not include:

(1) Public property that is a day use recreational area.

(2) Public property that is a designated campground and occupied by an individual under an agreement with a municipality or county. [1995 c.121 §3]

**COUNCIL BILL NO. 3120**

**ORDINANCE NO. 2578**

**AN ORDINANCE, ENACTED IN COMPLIANCE WITH ORS 203.077, TO DEVELOP A POLICY FOR REMOVAL OF CAMPING SITES ON PUBLIC PROPERTY AND DECLARING AN EMERGENCY**

**WHEREAS**, ORS 203.077 requires that all municipalities and counties shall develop a policy for the removal of Camping Sites that recognizes the social nature of the problem of homeless individuals Unlawfully Camping on Public Property and implement the policy as developed to ensure the most humane treatment for removal of homeless individuals from Camping Sites on public property; and

**WHEREAS**, the City believes that it is important to memorialize this policy in this Ordinance to formalize legal compliance with Oregon state law; and

**WHEREAS**, the City is adopting the following policy pursuant to ORS 203.077 to ensure the humane treatment for the removal of individuals and their property and Camping Sites from public property; **NOW, THEREFORE**,

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

**Section 1. Unlawful Camping on Public Property.** It is unlawful for any person to camp in or upon public property for more than twenty-four (24) hours after having been given a notice of unlawful camping as provided by this Ordinance. Any person found to be camping unlawfully on public property may be removed from the unlawful Camping Site, except that unauthorized overnight camping on City parks or park facilities is governed by Ordinance 2060.

**Section 2. Definitions.**

A. "To Camp" means to set up, or remain in or at, a Camping Site for the purpose of establishing or maintaining a temporary place to live.

B. "Camping Site" means any place where any bedding, sleeping bag, or other sleeping matter, or any stove or fire is placed, established, or maintained, whether or not such place incorporates the use of any tent, lean-to, shack, or any other structure or any vehicle or part thereof. A Camping Site includes any place where there is a tent, or any structure or assembly of materials consisting of a top or roof or any other upper covering and enclosed on one or more sides, that is of sufficient size for a person to fit underneath or inside.

**Section 3. Removal of Individuals, their Property and Camping Sites on Public Property.**

A. Prior to the removal of any individual and/or their Personal Property from an established Camping Site on public property, law enforcement officials shall post a Camping Site Removal Notice, written in English and Spanish, twenty-four (24) hours in advance of removal. If law enforcement officials determine that circumstances warrant an extension of time for removal to ensure humane treatment, the law enforcement officials may extend the notice time up to seventy-two (72) hours in advance of removal.

1. At the time the notice is posted, law enforcement officials shall inform a local agency that delivers social services to homeless individuals where the notice has been posted.

2. This local agency may arrange for outreach workers to visit the Camping Site where a notice has been posted to assess the need for social service assistance in arranging shelter and other assistance.

3. All unclaimed Personal Property shall be given to law enforcement officials whether twenty-four (24) hour notice is required or not. The City shall develop a protocol for the custody, removal, storage, and destruction of the unclaimed Personal Property.

4. An Unclaimed Personal Property Notice shall be posted, written in English and Spanish, providing a phone number to call during the business hours of 8:00 AM to 4:00 PM, Monday through Friday, to arrange an appointment to pick up the unclaimed Personal Property. This notice shall be posted in a conspicuous place in the general vicinity of the Camping Site and made to be weather resistant. The unclaimed Personal Property shall be stored for 30 days from the removal date and will be reasonably available to any individual claiming ownership. Personal property that remains unclaimed for 30 days will be disposed of and the notice removed.

5. "Personal Property" means any item that is reasonably recognizable as belonging to a person and has apparent utility. Items that have no apparent utility or are in an unsanitary condition will be immediately discarded upon removal of the Camping Site.

6. City officials shall photograph the Camping Site prior to the removal of property and provide a general description of items disposed of due to their lack of apparent utility or unsanitary condition.



7. Weapons, drug paraphernalia and items that appear to be either stolen or evidence of a crime shall be turned over to the appropriate law enforcement officials.

B. Following the removal of homeless individuals from a Camping Site on public property, the law enforcement officials, local agency officials and outreach workers may meet to assess the notice and removal policy, to discuss whether removals are occurring in a humane and just manner and to determine if any changes are needed in the policy.

C. The twenty-four (24) hour Camping Site Removal Notice shall not apply:

1. When there are grounds for law enforcement officials to believe that illegal activities other than camping are occurring.

2. In the event of an exceptional emergency such as possible site contamination by hazardous materials or when there is immediate danger to human life or safety.

D. A person authorized to issue a citation for Unlawful Camping on Public Property may not issue the citation if the citation would be issued within 200 feet of the notice described in this section and within two hours before or after the notice was posted.

#### **Section 4. Enforcement.**

A. Unlawful Camping on Public Property in violation of this Ordinance constitutes a Class 3 Civil Infraction subject to forfeiture not to exceed \$250.

B. Recognizing the need for humane treatment of homeless individuals Unlawfully Camping on Public Property, the City Council, as an alternative to a Civil Infraction citation under section 4A, authorizes summary abatement of the unlawful Camping Sites pursuant to the procedures provided in this Ordinance.

C. This Ordinance is cumulative to other City Ordinances and regulations and should be construed consistent with these other enactments.

**Section 5. Emergency Clause.** This Ordinance being necessary for the immediate preservation of the public health, safety and welfare, so that the Camp Site removal policy required by state law can be implemented without

delay, an emergency is declared to exist and this Ordinance shall take effect immediately upon passage by the City Council and approval by the Mayor.

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



## *Agenda Item*

January 27, 2020

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator

SUBJECT: **Severe Weather Center Operation Agreement**

### **RECOMMENDATION:**

Consider approval of the attached two-year agreement with Love INC for Severe Weather Center Program services in exchange for \$10,000.

### **SUMMARY:**

During the January 13, 2020, Regular City Council Meeting, the City Council was briefed about ongoing community dialog regarding the formation of a Severe Weather Center that could provide a warm and safe place for people to stay when freezing temperature pose a threat to those who do not have access to adequate shelter. As a result of the ongoing dialog, the City Council was briefed on a proposed partnership between the City of Woodburn and Woodburn's non-profit social service provider Love INC, emerged as an option for creating a Severe Weather Shelter Program. Based on the Council's deliberations, staff agreed to conduct a stakeholders meeting to develop an agreement between the City and Love INC, which establishes operational criteria intended to address both public safety and liability concerns. Under the proposal, the City will provide Love INC, \$10,000 to provide the program.

On January 15, 2020, the City held a stakeholders' meeting to identify and address the operations, public safety and liability issues associated with operating a City funded Severe Weather Shelter that included the Woodburn Fire District, the Planning and Building Department, the Woodburn Police Department, Love INC, and the City Administrator. At the conclusion of the meeting, there was consensus on an agreement that provides for the operations of a City funded Severe Weather Center conditioned on procedures that are intended to minimize risk to volunteers, participants and the surrounding communities. Attached for the City Council's consideration is an agreement between Love INC and the City of Woodburn providing \$10,000 for the operation of a Severe Weather Shelter. Love INC has reviewed, and supports, the attached agreement.

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

Some of the agreement's highlights include:

- The shelter will only operate when temperatures are forecasted to fall below 32 degrees through the months of November and March. Weather that poses a risk to life and property that may include a special alert forecast predicting strong wind, heavy rain, flooding, or other extreme weather for a period of 24 hours or more regardless of the month.
- Love INC shall identify a rotating number of suitable facilities/sites for the location of the Center.
- Love INC shall provide emergency shelter services at each Center site for two weeks before rotating to a new site location, not returning services to any site location until at least four weeks has elapsed between uses (except in cases of an emergency).
- Love INC shall identify each Center site to the City and the Woodburn Fire District for inspection and approval prior to any site being used for Center services. All sites will be evaluated for their suitability on the basis of a number of factors, including, size, location, available facilities, neighborhood impacts, fire and life safety.
- Love INC, through an identified Shelter Coordinator, shall monitor weather and determine if it has facility accommodations and volunteers to open the Center when Inclement or Life-Threatening Weather is predicted for the Woodburn area. The Shelter Coordinator activates the Center by notifying 211info and by contacting the City's Communications Manager.
- Love INC shall operate the Center as a transport-to and transport-from facility only. Meaning, all notifications of Center activation shall include pick-up and drop-off locations for transportation to the Center site and will not include an address or direct location for the Center itself. Love INC shall establish at least three pick-up and drop-off locations within Woodburn and provide vehicle transportation for guests wanting to stay at the Center.
- The maximum number of allowable temporary occupants shall be calculated using an occupant load factor of one individual for every 100 square feet of room area available at the Center.



- The City's Building Official and the Woodburn Fire District Fire Marshal, or their designee, shall conduct an inspection with the Shelter Coordinator present as part of the City's approval of any Center site.
- The Center, while activated, shall be open daily from 7:00 p.m. to 7:00 a.m. After 7:00 a.m., guests must leave the Center site and surrounding property. Love INC shall be responsible for ensuring that individuals do not loiter or remain at the Center or on site during daytime hours.
- In providing services under this Agreement, Love INC must permit and allow Center guests to be accompanied by qualified service animals.
- Absolutely no drugs, alcohol, or marijuana are to be consumed or stored at the Center by any guests. Additionally, no weapons are to be allowed at the Center. Love INC will implement a bag search or bag storage policy to restrict guests from bringing prohibited items onto Center property.
- Unaccompanied minors that present themselves at the Center for services shall be referred to law enforcement personnel.
- Unaccompanied minors that present themselves at the Center for services shall be referred to law enforcement personnel.
- At a minimum, Love INC must provide the following employees or volunteers to staff the Center:
  - ✓ Shelter Coordinator. Person(s) who will act as primary contact for all Center activities and operations.
  - ✓ Logistics Coordinator. Person(s) who will provide services in support of the Center operations to include shopping for necessities, scheduling transportation, ensuring timely site set-up, etc.
  - ✓ Guest Guidelines. Love INC must have clear guidelines or a guest agreement contract that clearly states rules and expectations for use of Center facilities. Within these guidelines there must be outlined clear consequences for failure of a guest to abide by the agreement, up to and including exclusion from the Center in extreme cases.

- ✓ Intake and Guest Sign-In Log. Love INC shall establish an intake process and maintain a guest log for all overnight stays.
- ✓ Operations Guide. Love INC must have clear guidelines for all aspects of operations, including set up and use of space, check-in procedures for guests, securing of personal belongings, health and safety issues, caring for person in physical or mental distress, and emergency procedures.
- ✓ Social Services Referral Guide. Love INC shall have onsite at the Center a social services referral and resource guide that is available to assist guests in acquiring or identifying additional needed services.

**FINANCIAL IMPACT:**

If approved by the City Council, the City will provide Love INC \$10,000 for the start-up and operation of a Severe Weather Center. The City will review the needs of the program in the second year of the agreement to determine if additional funding is required.

## SEVERE WEATHER CENTER OPERATOR AGREEMENT

THIS Severe Weather Center Operator Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020, is made and entered into by and between the City of Woodburn, an Oregon Municipal Corporation (the "City"), and Love INC of North Marion County, an Oregon nonprofit corporation ("Love INC") (together the "Parties").

### BACKGROUND

- A. The City has identified Love INC, a regional nonprofit organization, as an essential partner in providing vital services to benefit low- and moderate-income individuals, including people living without shelter;
- B. The City desires to provide funding to support Love INC's proposal to operate a temporary emergency center for individuals during severe weather events; and
- C. This Agreement provides for the terms and conditions under which, in exchange for financial consideration from the City, Love INC shall provide an operate a severe weather center;

NOW THEREFORE, the Parties agree as follows:

### AGREEMENT

1. Severe Weather Center. Love INC, in coordination with its community and faith-based partners, shall operate a Severe Weather Center ("Center") that will provide emergency temporary shelter to houseless and unsheltered persons during periods of Inclement and Life-Threatening Weather. For purposes of this Agreement, those terms are defined as follows:
  - a. Inclement Weather. Harsh weather that is wet and cold where temperatures reach 32 degrees Fahrenheit or below during winter months (i.e. November to March).
  - b. Life-Threatening Weather. Weather that poses a risk to life and property that may include a special alert forecast predicting strong wind, heavy rain, flooding, or other extreme weather for a period of 24 hours or more regardless of the month.
2. Conditions of Operation.
  - 2.1 Center Sites.
    - 2.1.1. Rotating Sites. Love INC shall identify a rotating number of suitable facilities/sites for the location of the Center. Love INC shall provide emergency shelter services at each Center site for two weeks before rotating to a new site location, not returning services to any site location until at least four weeks has elapsed between uses (except in cases of an emergency).
    - 2.1.2. Site Inspection & Approval. Love INC shall identify each Center site to the City for City and Woodburn Fire District inspection and approval prior to any site being used for Center services. All sites will be evaluated for their suitability on the basis of a

number of factors, including, size, location, available facilities, neighborhood impacts, and fire and life safety per Section 2.5 below. The City reserves the right to conduct a re-inspection of a site at any time and to deny approval of any site for any reason.

2.2 Center Activation. Love INC, through an identified Shelter Coordinator, shall monitor weather and determine if it has facility accommodations and volunteers to open the Center when Inclement or Life-Threatening Weather is predicted for the Woodburn area. The Shelter Coordinator activates the Center by notifying 211info and by contacting the City's Communication's Manager. Activation notices should include activation dates/times, shelter capacity information, and provider contact information. The City's Communication's Manager will forward notices of Center activation to METCOM dispatch, local law enforcement, Woodburn fire district, and other local social service organizations. When the Shelter Coordinator determines that the Inclement or Life-Threatening Weather is over and/or does not have facility and staffing to support the Center operations, the Shelter Coordinator will deactivate the Center by re-sending notice to 211info and the City's Communication's Manager.

2.3 Center Transportation. Love INC shall operate the Center as a transport-to and transport-from facility only. Meaning, all notifications of Center activation shall include pick-up and drop-off locations for transportation to the Center site and will not include an address or direct location for the Center itself. Love INC shall establish at least three pick-up and drop-off locations within Woodburn and provide vehicle transportation for guests wanting to stay at the Center. The City and Love INC will endeavor to coordinate transportation sites/times with current City transit services.

2.4 Maximum Occupancy. The maximum number of allowable temporary occupants shall be calculated using an occupant load factor of one individual for every 100 square feet of room area available at the Center.

2.5 Fire & Life Safety. The City's Building Official and the Woodburn Fire District Fire Marshal, or their designee, shall conduct an inspection with the Shelter Coordinator present as part of the City's approval of any Center site (per Section 2.1.2). The inspection shall determine if the building or area is appropriate for the Center and identify if any work needs to be completed prior to operation.

All sleeping areas at the Center shall be served by an automatic sprinkler system or additional fire extinguishers, sized and spaced by Woodburn Fire District, plus smoke alarms or a complete smoke detection system. Hallways serving as a means of egress for sleeping rooms shall be provided with a working smoke alarm or a smoke detector tied into an alarm system. All other areas of a site used for Center activities may be equipped with smoke detectors or smoke alarms as prescribed by the Fire Marshal. Smoke detectors or smoke alarms may be battery operated. There shall be no smoking or open flames allowed within the building during Center operations.

Ground floor sleeping rooms with less than twenty (20) occupants shall have at least one (1) exit. All other sleeping rooms that have an occupant load of ten (10) or more shall have two (2) exits from the room, with maximum exit access travel distances of seventy-five (75) feet or less. Exit signs shall be fully illuminated at all times. Exit paths shall be unobstructed and exit doors maintained to be readily openable.

All Center sites shall have an emergency evacuation plan addressing the evacuation of all guests and staff in an emergency event. At a minimum, the emergency evacuation plan shall contain the following: (i) building floor plans for each floor being used as temporary shelter with the sleeping rooms clearly identified; (ii) the square footage of the rooms used as sleeping rooms and the use of adjacent rooms; (iii) a plan showing egress from the proposed shelter spaces and from the building; and (iv) information regarding fire extinguishers, sprinkler systems, smoke detection and/or fire alarm systems, or any other fire and life safety systems in the building.

2.6 Days & Hours of Operation. The Center, while activated, shall be open daily from 7:00 p.m. to 7:00 a.m. After 7:00 a.m., guests must leave the Center site and surrounding property. Love INC shall be responsible for ensuring that individuals do not loiter or remain at the Center or on site during daytime hours.

2.7 Pets. In providing services under this Agreement, Love INC must permit and allow Center guests to be accompanied by qualified service animals.

2.8 Drugs, Alcohol, and Weapons. Absolutely no drugs, alcohol, or marijuana are to be consumed or stored at the Center by any guests. Additionally, no weapons are to be allowed at the Center. Love INC will implement a bag search or bag storage policy to restrict guests from bringing prohibited items onto Center property.

2.9 Minors. Unaccompanied minors that present themselves at the Center for services shall be referred to law enforcement personnel.

2.10 Staffing. At a minimum, Love INC must provide the following employees or volunteers to staff the Center:

2.10.1 Shelter Coordinator. Person(s) who will act as primary contact for all Center activities and operations. The Coordinator will recruit volunteers to work as Shelter Hosts and Logistics Coordinators to arrange and provide Center services. The Coordinator will prepare and publish activation and deactivation notices and will maintain all recordkeeping to include signed guest documents, intake forms, volunteer logs, and other necessary documents. The Shelter Coordinator shall also serve as the liaison with City of Woodburn officials and emergency personnel.

2.10.2 Shelter Host. Person(s) who will oversee the Center operations and act as hosts on day or night shifts, greet guests at the door, and provide facility tours. There must be at least one (1) Host on site for every ten (10) guests, with no less than two (2) Hosts on site at all times. At least one (1) Host must be awake during Center hours (hosts may alternate sleep shifts). At least one (1) Host on site must also have completed a basic first aid class (e.g. Red Cross) and CPR training course (e.g. American Heart Association).

2.10.3 Logistics Coordinator. Person(s) who will provide services in support of the Center operations to include shopping for necessities, scheduling transportation, ensuring timely site set-up, etc.



2.11 Shelter Program Plan Documents. Love INC shall ensure that it has the following policy documents in place as part of providing services under this Agreement. The City may request copies of these documents prior to approving any Center site.

2.11.1 Guest Guidelines. Love INC must have clear guidelines or a guest agreement contract that clearly states rules and expectations for use of Center facilities. Within these guidelines there must be outlined clear consequences for failure of a guest to abide by the agreement, up to and including exclusion from the Center in extreme cases.

2.11.2 Intake and Guest Sign-In Log. Love INC shall establish an intake process and maintain a guest log for all overnight stays.

2.11.3 Operations Guide. Love INC must have clear guidelines for all aspects of operations, including set up and use of space, check-in procedures for guests, securing of personal belongings, health and safety issues, caring for person in physical or mental distress, and emergency procedures.

2.11.4 First Aid & Emergency Procedures. Love INC shall provide and have in effect a First Aid Plan. Love INC must also document procedures to be followed during an emergency and practice responses with Shelter Hosts.

2.11.5 Social Services Referral Guide. Love INC shall have onsite at the Center a social services referral and resource guide that is available to assist guests in acquiring or identifying additional needed services.

2.12 Shelter Exclusion. The Shelter Host is responsible for advising guests when they break the guest rules and restating the rules for clarity. After a series of warnings determined by Center policy, the Shelter Host may exclude a guest if the infraction is of a serious nature to cause concern for safety of the individual, other guests, or volunteers. Any violent behavior, observed criminal activity, behavior causing a disturbance, or behavior causing volunteers or guests to be uncomfortable or fearful for their safety should result in a 911 emergency request for police presence.

3. Consideration. The City shall pay Love INC an initial amount of ten thousand dollars (\$10,000) to conduct the Center operating services described above. Love INC may use ten percent (10%) of this amount for administrative and personnel expenses, with the remaining consideration utilized for direct operating expenses.

4. Term & Termination.

4.1 Term. The Initial Term of this Agreement will be for a period of two (2) years. This Agreement may be extended with the grant of additional funding upon the mutual written agreement of both parties for succeeding one (1) year periods.

4.2 Termination. This Agreement may be terminated as follows:

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

- b. By mutual consent of both parties; or
- c. By either party unilaterally, by giving at least thirty (30) days prior written notice to the other party.

4.3 Effect of Termination. Should this Agreement be terminated early, Love INC agrees to provide an accounting of its operating expenses to the City and return to the City any unexpended funds remaining.

5. Reporting. By June 30th of each year, Love INC shall provide the City with a program activity report on Center operations. At a minimum, the report should provide a record of the dates/times of Center Activation during the previous winter months, the number of individuals served during each activation, and a financial accounting of expenses for Center operations.

6. Fair Housing Act ("FHA"). In providing shelter services, Love INC shall be responsible for following the federal FHA. Love INC shall educate all relevant staff and volunteers on FHA requirements and have an internal process in place in case a guest raises a concern related to fair housing or files a fair housing complaint.

7. Non-Discrimination. Love INC shall provide Center access and services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

8. Limitation of Liability. Love INC shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by Love INC, its employees, volunteers, agents, and subcontractors, not caused by the negligent or intentional acts of the City, its agents, employees, or contractors.

9. Indemnification. Love INC shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Love INC's performance under this Agreement, except for that portion of the injuries and damages caused by the City's negligence. The City's inspection or acceptance of any of Love INC's work when completed shall not be grounds to avoid any of these covenants of indemnification.

10. Insurance. Love INC shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

10.1 Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

10.2 General Liability Insurance. General Liability Insurance with coverage extended for each of the Center sites/facilities with combined single limit, or the equivalent, of no less than

\$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City of Woodburn and their divisions, officers and employees are Additional Insureds but only with respect to services to be provided under this Agreement.

10.3 Automobile Liability Insurance. Automobile Liability Insurance with a combined single limit, or the equivalent, of not less than five hundred thousand dollars (\$500,000) each accident for Bodily Injury and Property Damage, including coverage for owned, hired or non-owned vehicles, as applicable.

10.4 Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Love INC or its insurer(s) to the City.

10.5 Certificates of insurance. As evidence of the insurance coverage's required by this Agreement, Love INC shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Love INC shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

11. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Love INC shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Love INC to carry out any activities under this Agreement.

12. Subcontracts and Assignment; Successors and Assigns.

12.1 City has selected Love INC based on its reputation and specialized expertise. Love INC shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

12.2 The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

13. No Third Party Beneficiaries. The City and Love INC are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

14. Miscellaneous.

14.1 Compliance with Applicable Law. Love INC shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Love INC's obligations

under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

14.2 Records. Each Party shall retain all its records relating to this Agreement and activities carried out under this Agreement for a period of six years following expiration or termination of this Agreement.

14.3 Force Majeure. Neither the City, nor Love INC shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Love INC, respectively. Love INC shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

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

(a) The City. City Administrator, City of Woodburn, 270 Montgomery Street,  
Woodburn, Oregon 97071.

(b) Love INC. \_\_\_\_\_  
\_\_\_\_\_

14.5 Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

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

14.7 Merger Clause; Waiver. This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The parties have executed this Agreement effective as of the day and year specified above.

CITY OF WOODBURN,  
an Oregon municipal corporation

LOVE INC,  
an Oregon nonprofit corporation

\_\_\_\_\_  
Scott Derickson, City Administrator

\_\_\_\_\_  
(name), (title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date