

CITY OF WOODBURN

CITY COUNCIL AGENDA

AUGUST 10, 2020– 7:00 P.M.

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

VIA VIDEO CONFERENCING

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

Announcements:
None.

Appointments:
None.

4. COMMUNITY/GOVERNMENT ORGANIZATIONS

None.

5. PROCLAMATIONS/PRESENTATIONS

Proclamations:
None.

Presentations:

- A. Presentation on the Woodburn Mortgage Assistance Program by DevNW

6. COMMUNICATIONS
None.

7. BUSINESS FROM THE PUBLIC – *This allows the public to introduce items for Council consideration not already scheduled on the agenda.*

This facility is ADA accessible. If you need special accommodation, please contact the City Recorder at 503-980-6318 or *Statewide Toll Free Relay (800) 735-1232*, at least 48 hours prior to this meeting.

Si usted necesita asistencia especial, comuníquese al 503-980-6322 o a la línea telefónica gratuita, (800) 735-1232, con un mínimo de 48 horas, antes de la reunión.

Habrán intérpretes disponibles para aquellas personas que no hablan Inglés, previo acuerdo. Comuníquese al (503) 980-6322.

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 July 13, 2020** 1
Recommended Action: Approve the minutes.
- B. **Woodburn City Council Executive Session minutes of July 13, 2020** 7
Recommended Action: Approve the minutes.
- C. **Woodburn City Council Work Session minutes of July 27, 2020** 8
Recommended Action: Approve the minutes.
- D. **Woodburn City Council Executive Session minutes of July 27, 2020** 11
Recommended Action: Approve the minutes.
- E. **Acceptance of a Public Utility Easement at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501)** 12
Recommended Action: Authorize the dedication of a public utility easement granted by Nathan and Tiffany Kosikowski, owners of the property located at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501).
- F. **Acceptance of a Public Right-of-Way Dedication at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501)** 17
Recommended Action: Authorize the dedication of a 6-foot public right-of-way granted by Nathan and Tiffany Kosikowski, owners of the property located at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501).
- G. **IGA with Marion County for “eProsecutor” Access** 22
Recommended Action: Authorize the City Administrator and Chief of Police to sign an Intergovernmental agreement with Marion County for access to the District Attorney’s Office “eProsecutor” software.
- H. **Building Activity for July 2020** 28
Recommended Action: Receive the report.
- I. **Reaffirmation of City Excessive Force Policy Declaration** 43
Recommended Action: Reaffirm the City’s Excessive Force Policy Declaration.
- J. **Liquor License Application for Woodburn-Denn LLC.** 45

Recommended Action: Recommend that the OLCC approve the Liquor License Application for Woodburn-Denn LLC.

- K. Liquor License Application for OGA Golf Course Inc. 47**
Recommended Action: Recommend that the OLCC approve the Liquor License Application for OGA Golf Course Inc.
- L. Liquor License Application for Fusion 99 Inc. 49**
Recommended Action: Recommend that the OLCC approve the Liquor License Application for Fusion 99 Inc.
- M. Liquor License Application for Mango's Bar LLC. 51**
Recommended Action: Recommend that the OLCC approve the Liquor License Application for Mango's Bar LLC.
- N. Liquor License Application for B&E 4 LLC. 53**
Recommended Action: Recommend that the OLCC approve the Liquor License Application for B&E 4 LLC.
- O. Crime Statistics through June 2020 55**
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 may be limited by Mayoral prerogative.*

- A. Council Bill No. 3135 - A Resolution Addressing Fair Housing Assistance in the City of Woodburn, as Required by the Oregon Community Development Block Grant Program and the United States Department of Housing and Urban Development; and Repealing and Replacing Resolution No. 1346 60**
Recommended Action: Adopt the updated Fair Housing Resolution; repealing and replacing Resolution 1346.
- B. Council Bill No. 3136 - A Resolution Adopting the "Mayor's Pledge" Related To Use of Force and Authorizing the Mayor to Sign the 64**

Mayor's Pledge On-Line

Recommended Action: Consider the adoption of the attached Resolution Adopting the "Mayor's Pledge" Related to the Use of Force and Authorizing the Mayor's Signature On-line.

C. Sale of Property Located at 11842 NE Chateau Dr.

68

Recommended Action: Authorize the City Administrator to enter into a purchase and sale agreement and transfer title of City owned property located at 11842 Chateau Dr. NE, Woodburn, OR 97071 to Rubin Ramirez Guzman and Luz M. Ramirez-Tarin by means of a Statutory Warranty Deed.

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.*

A. Call-Up Briefing: Planning Division Staff Approval of a Preliminary Partition of Parcel 1, Partition Plat 2019-063 (Phase 1B of Smith Creek)

81

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

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

JULY 13, 2020

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JULY 13, 2020

CONVENED The meeting convened at 7:03 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present -via video conferencing
Councilor Morris	Present -via video conferencing
Councilor Ellsworth	Present
Councilor Cabrales	Present -via video conferencing

Staff Present (via video conferencing): City Administrator Derickson, City Attorney Shields, Economic Development Director Johnk, Community Development Director Kerr, Police Chief Ferraris, Operations Director Stultz, Finance Director Turley, Assistant City Attorney Granum, Human Resources Director Gregg, Community Relations Manager Guerrero, Engineering Director Liljequist, Parks and Recreation Manager Cuomo, Economic Development Assistant Setzer, Senior Planner Cortes, City Engineer Garcia, City Recorder Pierson

PRESENTATIONS

ROW Consultants LLC - Draft Utility Services Ordinance - Assistant City Attorney Granum and Reba Crocker with ROW Consultants LLC, provided information on the Right of Way management program. Councilor Carney stated that he would like to see a one year after action analysis.

Woodburn Emergency Business Assistance Grant Report - Economic Development Director Johnk provided an overview of the City's Business Assistance Grant program and an update on the outcomes of the program.

Community Outreach Update - Community Relations Manager Guerrero provided information on the City's community outreach efforts. Economic Development Assistant Setzer provided information on the City's business assistance efforts.

CONSENT AGENDA

- A. Woodburn City Council minutes of June 8, 2020,
- B. Woodburn City Council Special Meeting minutes of June 25, 2020,
- C. Woodburn City Council Executive Session minutes of June 25, 2020,
- D. Redflex Contract Extension Amendment,
- E. Acceptance of a Warranty Deed at 270 Montgomery Street, Woodburn, OR 97071 (Tax Lot 051W18BA06400),
- F. Marion County Cooperation Agreement for Community Development Block Grant Funds,
- G. Crime Statistics through May 2020,
- H. Building Activity for June 2020.

COUNCIL MEETING MINUTES

JULY 13, 2020

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

PUBLIC HEARINGS

2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FROM BUSINESS OREGON FOR THE FARMWORKER HOUSING AND DEVELOPMENT CORPORATION (FHDC) FAMILY RESOURCE CENTER AND EDUCATIONAL FACILITY IN WOODBURN

A Public Hearing to consider input on the 2020 Community Development Block Grant (CDBG) from Business Oregon for the Farmworker Housing and Development Corporation (FHDC) Family Resource Center and Educational Facility in Woodburn. Mayor Swenson declared the hearing open at 7:59 p.m. for the purpose of hearing public input on the 2020 Community Development Block Grant (CDBG) from Business Oregon for the Farmworker Housing and Development Corporation (FHDC) Family Resource Center and Educational Facility in Woodburn. City Recorder Pierson stated the following: The City of Woodburn is eligible to apply for a 2020 Community Development Block Grant from Business Oregon. Community Development Block Grant funds come from the U.S. Department of Housing and Urban Development. The grants can be used for public facilities and housing improvements, primarily for persons with low and moderate incomes. Approximately \$12 million will be awarded to Oregon non-metropolitan cities and counties in 2020. The maximum grant that a city or county can receive for a community facilities project is \$1,500,000. The City of Woodburn is preparing an application for a 2020 Community Development Block Grant from Business Oregon for Farmworker Housing Development Corporation's (FHDC) Family Resource Center and Educational Facility in Woodburn to accommodate activities and services primarily or exclusively for low to moderate income clientele. It is estimated that the FHDC services will service the Woodburn community with a population of 25,067, of which 55.09% percent are low or moderate income. Permanent involuntary displacement of persons or businesses is not anticipated as a result of the proposed project. If displacement becomes necessary, alternatives will be examined to minimize the displacement and provide required/reasonable benefits to those displaced. Any low and moderate-income housing that is demolished or converted to another use will be replaced. Notice of this hearing was posted in the July 2nd edition of the Statesman Journal in both English and Spanish. City Administrator Derickson and Economic Development Director Johnk provided a staff report. Maria Elena Guerra, Executive Director at FHDC and Claudia Cantu, Deputy Director of FHDC provided information on the Family Resource Center and Educational facility. Mayor Swenson asked if anyone from the public would like to speak on this subject. No members of the public wished to speak in either support or opposition of the 2020 Community Development Block Grant (CDBG) from Business Oregon for the Farmworker Housing and Development Corporation (FHDC) Family Resource Center and Educational Facility in Woodburn. Mayor Swenson declared the hearing closed at 8:11 p.m.

COUNCIL CALL-UP OF PLANNING COMMISSION APPROVAL OF ALLISON WAY APARTMENTS (DESIGN REVIEW DR 2019-05, PHASING PLAN PP 2019-01, PROPERTY LINE ADJUSTMENT PLA 2019-04, STREET EXCEPTION EXCP 2020-05, AND VARIANCES 2019-04)

A Public Hearing to consider input on Council Call-up of Planning Commission approval of Allison Way Apartments (Design Review DR 2019-05, Phasing Plan PP 2019-01,

COUNCIL MEETING MINUTES

JULY 13, 2020

Property Line Adjustment PLA 2019-04, Street Exception EXCP 2020-05, and Variances 2019-04). Mayor Swenson declared the hearing open at 8:11p.m. for the purpose of hearing public input on Council Call-up of Planning Commission approval of Allison Way Apartments (Design Review DR 2019-05, Phasing Plan PP 2019-01, Property Line Adjustment PLA 2019-04, Street Exception EXCP 2020-05, and Variances 2019-04). The Mayor asked the Council if they had declarations. Council Carney stated that he rides his bike by the location. Council Morris stated that he walked the site around 3 weeks ago. City Recorder Pierson read the Public Hearing Statement. Senior Planner Cortes provided a staff report. Eugene Labunsky provided information on the application. Mayor Swenson asked if anyone from the public would like to speak in favor of the application. No members of the public wished to speak in support of the application. Mayor Swenson asked if anyone from the public would like to speak in opposition of the application. Steve Rippeteau, 562 Prairie St., stated that he had concerns about there being enough parking and that a wall would be a better choice than the trees and shrubs that are proposed. He also stated that he has concerns about the street arrangement as it will have the neighborhood blocked in. The applicant Eugene Labunsky provided rebuttal. Mayor Swenson declared the hearing closed at 9:30 p.m. Council asked questions and provided comments.

Carney/Ellsworth... approve the consolidated application DR 2019-5, PP 2019-1, PLA 2019-4, EXCP 2020-5. Mayor Swenson asked who was in favor of the motion. Councilors Ellsworth, Cornwell, Carney, Cabrales, and Schaub said aye. The motion passed with Councilor Morris not voting. Councilor Morris stated that he didn't vote because he didn't understand the motion.

Carney/Morris... that the project does include the pathway. The motion passed unanimously.

Carney/Cornwell... deny variance #2 which is the parking ratio minimum and by default return to our WDO of 2 spaces or stalls per dwelling. The motion passed unanimously.

Carney/Cornwell... deny variance #3 which has to do with compact parking percentages so that by default it returns to the WDO of 20%. The motion passed with Councilors Ellsworth and Schaub voting no.

Carney/Cabrales... deny variance #4 the drive aisle width minimum and return it to the WDO figure so that the drive aisles are sufficiently wide so that cars can maneuver well. On roll call vote Councilors Morris, Carney, and Cabrales voted aye. Councilors Ellsworth, Cornwell, and Schaub voted no. Mayor Swenson voted aye to break the tie. The motion passed.

Carney/Ellsworth... approve variances 1, 5, and 6. Councilor Carney withdrew the motion.

Carney/Cornwell... approve variance #1. The motion passed unanimously.

Carney/Ellsworth... approve variance #5. The motion passed unanimously.

Carney/Ellsworth... approve variance #6. The motion passed with Councilor Cabrales

COUNCIL MEETING MINUTES

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voting nay.

The developer agreed to extend the final decision due date from July 30, 2020 to October 30, 2020.

Ellsworth/Schaub...continue consideration of the land use application until August 10 and at that time the applicant would be presenting modifications and those would be further considered by the Council and the applicant also would be waiving the 120 day rule until October 30, 2020. The motion passed with Councilor Carney voting nay.

FY 2020-2021 SUPPLEMENTAL BUDGET REQUEST FOR A TRANSFER FROM CONTINGENCY TO MATERIAL SERVICES FOR CBDG HOUSING REHAB PROGRAM FUNDS

A Public Hearing to consider input on the FY 2020-2021 Supplemental Budget Request for a Transfer from Contingency to Material Services for CBDG Housing Rehab Program Funds. Mayor Swenson declared the hearing open at 10:35 p.m. for the purpose of hearing public input on the FY 2020-2021 Supplemental Budget Request for a Transfer from Contingency to Material Services for CBDG Housing Rehab Program Funds. City Administrator Derickson provided a staff report. Mayor Swenson asked if anyone from the public would like to speak on this subject. No members of the public wished to speak in either support or opposition of the FY 2020-2021 Supplemental Budget Request for a Transfer from Contingency to Material Services for CBDG Housing Rehab Program Funds. Mayor Swenson declared the hearing closed at 10:36 p.m.

COUNCIL BILL NO. 3130 - AN ORDINANCE REPEALING ORDINANCE 1766 AS PART OF THE ORDINANCE REVIEW/REVISION PROJECT AND DECLARING AN EMERGENCY

Carney introduced Council Bill No. 3130. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. Assistant City Attorney Granum provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3130 duly passed.

COUNCIL BILL NO. 3131 - A RESOLUTION AUTHORIZING APPLICATION FOR- AND ACCEPTANCE OF A COMMUNITY DEVELOPMENT BLOCK GRANT FOR THE REHABILITATION OF THE FAMILY RESOURCE CENTER AND EDUCATIONAL FACILITY OWNED AND OPERATED BY FARMWORKER HOUSING DEVELOPMENT CORPORATION; AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AND EXECUTE ALL NECESSARY DOCUMENTS TO THAT EFFECT

Carney introduced Council Bill No. 3131. 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. 3131 duly passed.

COUNCIL BILL NO. 3132 - A RESOLUTION APPROVING TRANSFERS OF FY 2020-2021 APPROPRIATIONS AND APPROVING A SUPPLEMENTAL BUDGET

Carney introduced Council Bill No. 3132. 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

COUNCIL MEETING MINUTES

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passed unanimously. Mayor Swenson declared Council Bill No. 3132 duly passed.

COUNCIL BILL NO. 3133 - A RESOLUTION AUTHORIZING DEFEASANCE AND PREPAYMENT OF SERIES 2011 BONDS

Carney introduced Council Bill No. 3133. City Recorder Pierson read the bill by title only since there were no objections from the Council. Finance Director Turley provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3133 duly passed.

COUNCIL BILL NO. 3134 - A RESOLUTION AUTHORIZING EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF WOODBURN AND THE WOODBURN POLICE ASSOCIATION BEGINNING ON JULY 1, 2020 AND ENDING ON JUNE 30, 2021

Carney introduced Council Bill No. 3134. City Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3134 duly passed.

PLANNING COMMISSION OR ADMINISTRATIVE LAND USE ACTIONS

- A. Call-Up Briefing: Planning Commission Approval of a Design Review, Street Exception, Preliminary Partition, & Variance for North Willamette Valley Habitat for Humanity at an unaddressed lot on the corner of Elm Street and Young Street (DR 2019-09, EXCP 2019-05, PAR 2019-02, & VAR 2019-07).
- B. Call-Up Briefing: Planning Commission Approval of a Design Review for Woodburn School District at 440 Parr Road (DR 2020-04).

The Council declined to call either of these items up.

CITY ADMINISTRATOR'S REPORT

The City Administrator reported the following:

- Announced that the City received a 1.5 million dollar grant for the Family resource Center.
- The City has moved \$413,000 to help support low income mortgage holders in Woodburn and provided \$50,000 Downtown Grant disbursements that will go to support the residents in Woodburn.
- Parks and Recreation Manager Cuomo provided information on a Covid-19 project in Woodburn which would bring a mobile medical unit to Woodburn to assist with testing.

MAYOR AND COUNCIL REPORTS

Councilor Ellsworth announced that she will be running for reelection.

Councilor Schaub gave a shout out to the Woodburn Cert Team for delivering 33,000 pounds of food.

Mayor Swenson stated that he would like to go back to two meetings a month the topics he will be putting on the agenda are: Mayor/Council Communication, Council Communication, Staff/Council Communication, Communication with the Public,

COUNCIL MEETING MINUTES

JULY 13, 2020

Communication with the Press, re-upping the Global Inclusion Advisory Task Force and a Covid-19 report and how it's affecting our zip code and the steps the City is taking.

Councilor Morris stated that he continues to get emails from people asking about the Motel 8. He asked the Mayor to talk about the meetings he was involved with that discussed the use of a motel for quarantine and isolation and if he was involved somehow in getting the County to look at the Motel 8 in Woodburn.

Mayor Swenson stated that there was discussion about using hotels for that purpose during his meetings but they were not discussing it being in Woodburn, he added that he did not have anything to do with the Motel 8 and the County's use of the Motel or getting them together to discuss the use.

EXECUTIVE SESSION

Mayor Swenson entertained a motion to adjourn into executive session under the authority of ORS 192.660 (2)(h) and ORS 192.660 (2)(f). **Carney/Ellsworth**... move into executive session. The motion passed unanimously. The Council adjourned to executive session at 11:15 p.m. and reconvened at 11:34 p.m. Mayor Swenson stated that no action was taken by the Council while in executive session.

ADJOURNMENT

Morris/Ellsworth... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 11:34 p.m.

APPROVED _____

ERIC SWENSON, MAYOR

ATTEST _____

Heather Pierson, City Recorder
City of Woodburn, Oregon

**EXECUTIVE SESSION
COUNCIL MEETING MINUTES
JULY 13, 2020**

DATE COUNCIL CHAMBERS, CITY HALL, , CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, JULY 13, 2020

CONVENED The Council met in executive session at 11:15 p.m. with Mayor Swenson.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present -via video conferencing
Councilor Morris	Present -via video conferencing
Councilor Ellsworth	Present
Councilor Cabrales	Present -via video conferencing

Mayor Swenson reminded Councilors and staff that information discussed in executive session is not to be discussed with the public.

Media Present: None.

Staff Present: City Administrator Derickson, City Attorney Shields, Community Development Director Kerr, Police Chief Ferraris, Assistant City Attorney Granum, City Recorder Pierson

The executive session was called:

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

To consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f).

ADJOURNMENT

The executive session adjourned at 11:34 p.m.

APPROVED _____
Eric Swenson, Mayor

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

COUNCIL WORK SESSION MEETING MINUTES JULY 27, 2020

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JUNE 27, 2020

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

COUNCIL PRESENT

Mayor Swenson	Present -via video conferencing
Councilor Carney	Present -via video conferencing
Councilor Cornwell	Present -via video conferencing
Councilor Schaub	Present -via video conferencing
Councilor Morris	Present -via video conferencing
Councilor Ellsworth	Present -via video conferencing
Councilor Cabrales	Present -via video conferencing

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Police Chief Ferraris, Parks and Recreation Manager Cuomo, City Recorder Pierson

WORK SESSION

Communication

Mayor Swenson and the City Council discussed how communication between the Mayor and City Council, Councilor Communication, Staff and Council Communication, Communication with the Public and Communication with the Press have been going so far and how it can be improved. No action was taken by Council.

Global Inclusion Advisory Task Force

The Mayor and City Councilor's discussed whether or not to bring back the Global Inclusion Advisory Task Force. There was discussion about creating a Diversity, Equity and Inclusion Committee. It was suggested that staff look for people that can facilitate a DEI Plan for the City Council. No action was taken by Council.

Covid-19 Report

Parks and Recreation Manager Cuomo provided an updated on the Covid-19 status in Woodburn and Marion County. No action was taken by Council.

CITY ADMINISTRATORS REPORT

- \$400,000 mortgage assistance plan is moving forward.
- \$50,000 from the State of Oregon to match funds with the City's business assistance grant program.
- \$10,000 has been added to the program from Rotary.

- \$50,000 grant from Oregon Health Authority for Covid-19 related community outreach and response.
- Ordered 25,000 masks to distribute to the community.
- City is receiving \$700,000 CARES act funds and a financial plan is being worked on for that.

Parks and Recreation Manager Cuomo provided information on a drive through testing event at Centennial Park on August 1, 2020 from 11:00 A.M. to 2:00 P.M.

MAYOR AND COUNCIL REPORTS

Councilor Carney congratulated the City Administrator and his staff on their financial success.

Councilor Morris provided information on the Obama Foundations Mayor's Pledge which is a pledge to address police use of force policies in the City. City Administrator Derickson stated that if the Council would like they can bring a report back on this.

Councilor Schaub stated that the CERT team is doing a terrific job and have put in over 2,000 hours with six teams delivering food every Wednesday.

Councilor Ellsworth stated that she would like more information to sign up for the Obama Foundation pledge. She added that she has turned in her paperwork to run for City Council.

Mayor Swenson stated that he feels good about the contribution from Rotary and that being involved in community organizations is valuable. He added that they had a school board retreat last week. He stated that he attended the event on the bridge.

EXECUTIVE SESSION

Mayor Swenson entertained a motion to adjourn into executive session under the authority of ORS 192.660 (2)(h) and ORS 192.660 (2)(f). **Carney/Ellsworth...** move into executive session. The motion passed unanimously. The Council adjourned to executive session at 9:15 p.m. and reconvened at 9:25 p.m. and Mayor Swenson stated that no action was taken by the Council while in executive session.

Carney/Cornwell... authorize the City Attorney to file a Motion to Dismiss the appeal filed by Marion County at the Oregon Land use Board of Appeals. The motion passed unanimously.

ADJOURNMENT

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

APPROVED _____
ERIC SWENSON, MAYOR

ATTEST _____
Heather Pierson, Recorder
City of Woodburn, Oregon

**EXECUTIVE SESSION
COUNCIL MEETING MINUTES
JULY 27, 2020**

**DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,
COUNTY OF MARION, STATE OF OREGON, JULY 27, 2020**

CONVENED The Council met in executive session at 9:15 p.m. with Mayor Swenson.

ROLL CALL

Mayor Swenson	Present -via video conferencing
Councilor Carney	Present -via video conferencing
Councilor Cornwell	Present -via video conferencing
Councilor Schaub	Present -via video conferencing
Councilor Morris	Present -via video conferencing
Councilor Ellsworth	Present -via video conferencing
Councilor Cabrales	Present -via video conferencing

Mayor Swenson reminded Councilors and staff that information discussed in executive session is not to be discussed with the public.

Media Present: None.

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Community Development Director Kerr, Police Chief Ferraris, City Recorder Pierson

The executive session was called:

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

To consider records that are exempt by law from public inspection pursuant to ORS 192.660 (2)(f).

ADJOURNMENT

The executive session adjourned at 9:25 p.m.

APPROVED _____
Eric Swenson, Mayor

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



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
FROM: Eric Liljequist, Public Works Projects & Engineering Director
SUBJECT: **Acceptance of a Public Utility Easement at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501)**

RECOMMENDATION:

Authorize the dedication of a public utility easement granted by Nathan and Tiffany Kosikowski, owners of the property located at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501).

BACKGROUND:

The property owner is required to provide this public utility easement in order to satisfy the conditions of building permit No. 971-20-000259-DWL.

DISCUSSION:

The public utility easement is a 5' x 50' area that provides a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain public utilities.

FINANCIAL IMPACT:

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

ATTACHMENTS

A Copy of the Public Utility Easement document is included as Exhibit "A" and Exhibit "B".

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

AFTER RECORDING RETURN TO:
Woodburn City Recorder
City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

**CITY OF WOODBURN, OREGON
PUBLIC UTILITY EASEMENTS
(Temporary and Permanent)**

Nathan Kosikowski & Tiffany C. Kosikowski, 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 (\$0.0), 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.

RECEIVED

JUL 21 2020

COMMUNITY DEVELOPMENT
DEPARTMENT

DATED this 21 day of July, 2020.

Grantor:

BY:

Signature

Printed Name:

Nathan Kosikowski

Nathan Kosikowski

BY:

Signature

Printed Name:

Tiffany C Kosikowski

Tiffany C. Kosikowski

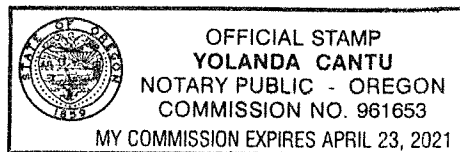
PERSONAL ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion) ss.

The foregoing instrument was acknowledged before me this 21st day of July, 2020,
by Nathan Kosikowski and Tiffany C Kosikowski.

Yolanda Cantu
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4-23-2021



City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

By Signature below, the City of Woodburn, Oregon, Approves and Accepts this Conveyance Pursuant to
ORS 93.808.

City Recorder: _____
Heather Pierson

EXHIBIT "A"
Legal Description of Permanent Easement

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, COUNTY OF MARION, STATE OF OREGON, BEING A PORTION OF LOT 1, BLOCK 1, "ELWELL'S ADDITION" A DULY RECORDED PLAT IN MARION COUNTY PLAT RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1, SAID POINT BEING 30.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLE TO, THE CENTERLINE OF HARRISON STREET; THENCE N41°24'59"E, FOLLOWING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 6.00 FEET TO A POINT WHICH IS OFFSET 36.00 FEET OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HARRISON STREET; THENCE CONTINUING N41°24'59"E, FOLLOWING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET; THENCE S48°22'44"E, PARALLEL WITH THE CENTERLINE OF SAID HARRISON STREET A DISTANCE OF 50.09 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1; THENCE S41°22'37"W, FOLLOWING THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 5.00 FEET TO A POINT BEING 36.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HARRISON STREET; THENCE N48°22'44"W, PARALLEL TO SAID ROAD CENTERLINE, A DISTANCE OF 50.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 250 SQUARE FEET. REFERENCE IS MADE TO A SURVEY PERFORMED BY BENJAMIN STACY DATED JULY 21, 2020 AND BY THIS REFERENCE IS MADE A PART HEREOF.

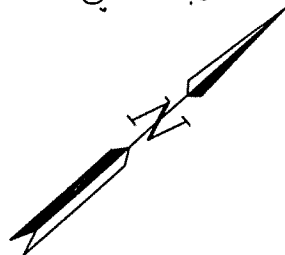


RENEWAL DATE: 6/30/2022

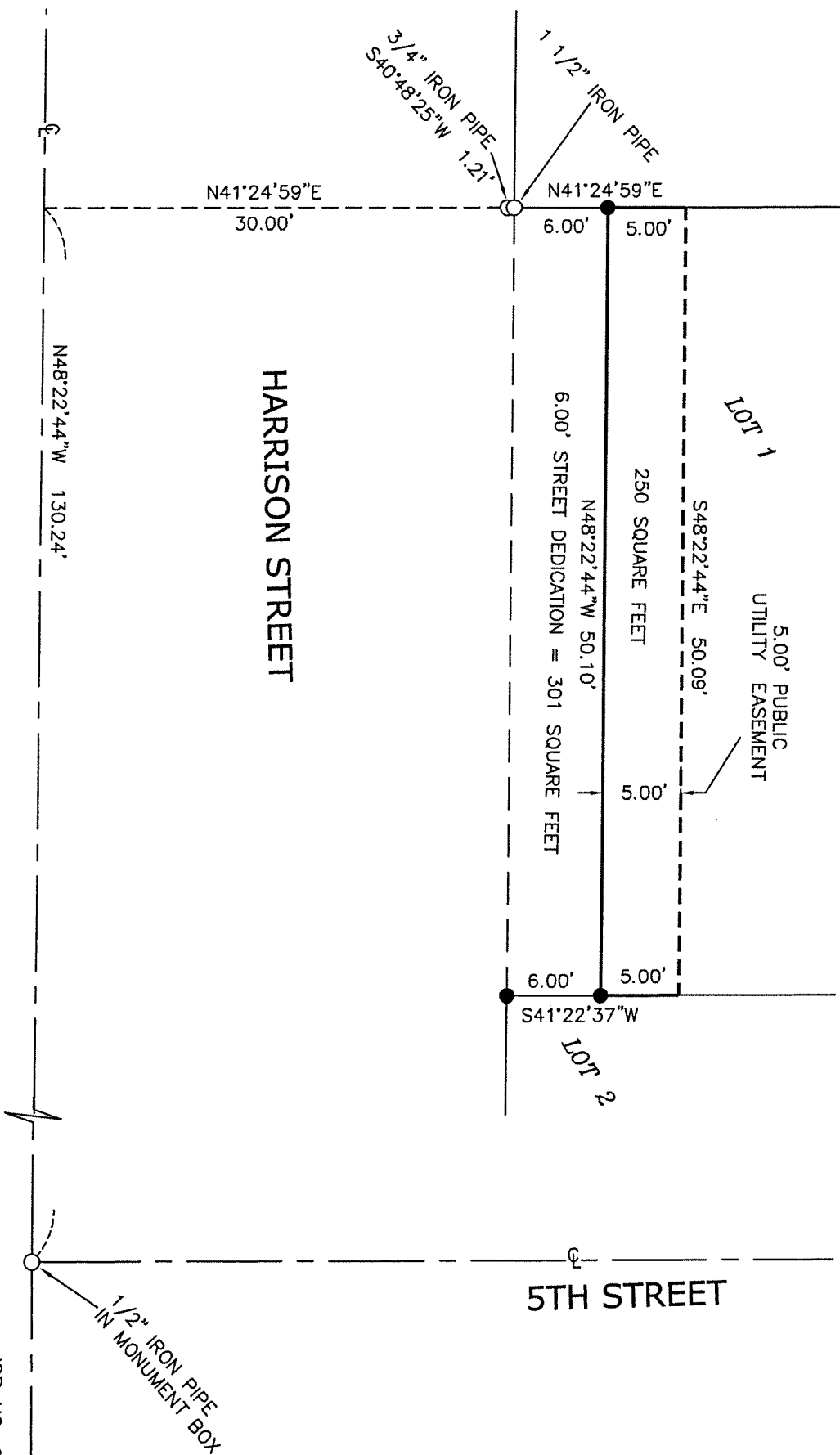
OREGON
JANUARY 14, 2003
BENJAMIN S. STACY
57191

RENEWALS: 6/30/2022

6.00 STREET DEDICATION
IN LOT 1, BLOCK 1 "ELWELL'S ADDITION"
IN THE SW 1/4 OF SECTION 7, T. 5S, R. 1, W.M.
CITY OF WOODBURN, MARION COUNTY, OREGON
SCALE: 1"=10' JULY 20, 2020



**Q CASWELL/HERTEL
SURVEYORS INC.**
6150 S.W. 124TH AVE.
BEAVERTON, OR 97008
(503) 644-3179
info@chsurveyor.com
www.caswellherfelsurveyors.com



JOB NO. 9702



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
FROM: Eric Liljequist, Public Works Projects & Engineering Director
SUBJECT: **Acceptance of a Public Right-of-Way Dedication at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501)**

RECOMMENDATION:

That City Council authorize the dedication of a 6-foot public right-of-way granted by Nathan and Tiffany Kosikowski, owners of the property located at 619 Harrison Street, Woodburn, OR 97071 (Tax Lot 051W07CD01501).

BACKGROUND:

The property owner is required to provide this public right-of-way dedication in order to satisfy the conditions of building permit No. 971-20-000259-DWL.

DISCUSSION:

The public right-of-way is a 6' x 50' area of land on the southerly property boundary that is conveyed by the grantor through a warranty deed.

FINANCIAL IMPACT:

There is no cost to the City for the public right-of-way dedication.

ATTACHMENTS

A Copy of the public right-of-way dedication document is included as Exhibit "A" and Exhibit "B".

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

After Recording Return to:
City Recorder
City of Woodburn
270 Montgomery Street
Woodburn, Oregon 97071

Send Tax Statements to:
City Recorder
City of Woodburn
270 Montgomery Street
Woodburn, Oregon 97071

STATUTORY WARRANTY DEED

Nathan Kosikowski + Tiffany C. Kosikowski, Grantor, conveys and warrants to CITY OF WOODBURN, a municipal corporation of the State of Oregon, Grantee, the following described real property free of encumbrances except as specifically set forth herein:

SEE EXHIBIT "A" AND EXHIBIT MAP "B"

The true and whole consideration for this conveyance is \$ Ø.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

RECEIVED

JUL 21 2020

COUNTY DEVELOPMENT
DEPARTMENT

Dated this 21 day July of, 2020.

GRANTOR:

Signed: Nathan Kosikowski

Signed: Tiffany C. Kosikowski

Printed Name: Nathan Kosikowski

Printed Name: Tiffany C. Kosikowski

STATE OF OREGON)

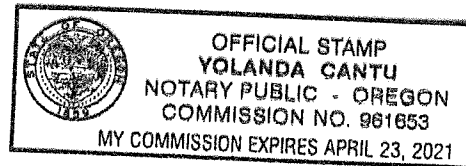
) ss

County of Marion)

This instrument was acknowledged before me on 7-21-, 2020, by
Nathan Kosikowski and Tiffany C. Kosikowski.

By: Yolanda Cantu
Notary Public for Oregon

My Commission Expires: 4-23-2021



Grantee:

City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

By Signature below, the City of Woodburn, Oregon, Approves and Accepts this Conveyance Pursuant to
ORS 93.808.

City Recorder: _____

Heather Pierson

EXHIBIT "A"

6.00' STREET DEDICATION

A PARCEL OF LAND IN THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH, RANGE 1 WEST OF THE WILLAMETTE MERIDIAN, COUNTY OF MARION, STATE OF OREGON, BEING A PORTION OF LOT 1, BLOCK 1, "ELWELL'S ADDITION" A DULY RECORDED PLAT IN MARION COUNTY PLAT RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID LOT 1, SAID POINT BEING 30.00 FEET NORTHERLY OF, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HARRISON STREET; THENCE N41°24'59"E, FOLLOWING THE WESTERLY LINE OF SAID LOT 1, A DISTANCE OF 6.00 FEET TO A POINT WHICH IS OFFSET 36.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF HARRISON STREET; THENCE S48°22'44"E, PARALLEL WITH THE CENTERLINE OF SAID HARRISON STREET, A DISTANCE OF 50.10 FEET TO A POINT ON THE EASTERLY LINE OF SAID LOT 1; THENCE S41°22'37"W, FOLLOWING THE EASTERLY LINE OF SAID LOT 1, A DISTANCE OF 6.00 FEET TO A POINT BEING 30.00 FEET FROM, WHEN MEASURED AT RIGHT ANGLES TO, THE CENTERLINE OF SAID HARRISON STREET; THENCE N48°22'44"W, PARALLEL TO THE CENTERLINE OF SAID HARRISON STREET, A DISTANCE OF 50.10 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 301 SQUARE FEET. REFERENCE IS MADE TO A SURVEY PERFORMED BY BENJAMIN STACY DATED JULY 21 , 2020 AND BY THIS REFERENCE IS MADE A PART HEREOF.



RENEWAL DATE: 6/30/2022

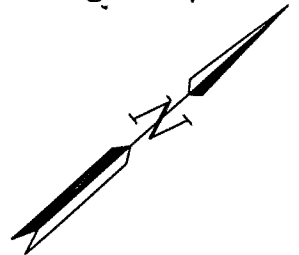
REGISTERED
PROFESSIONAL
LAND SURVEYOR

OREGON
JANUARY 14, 2003
BENJAMIN S. STACY
57191

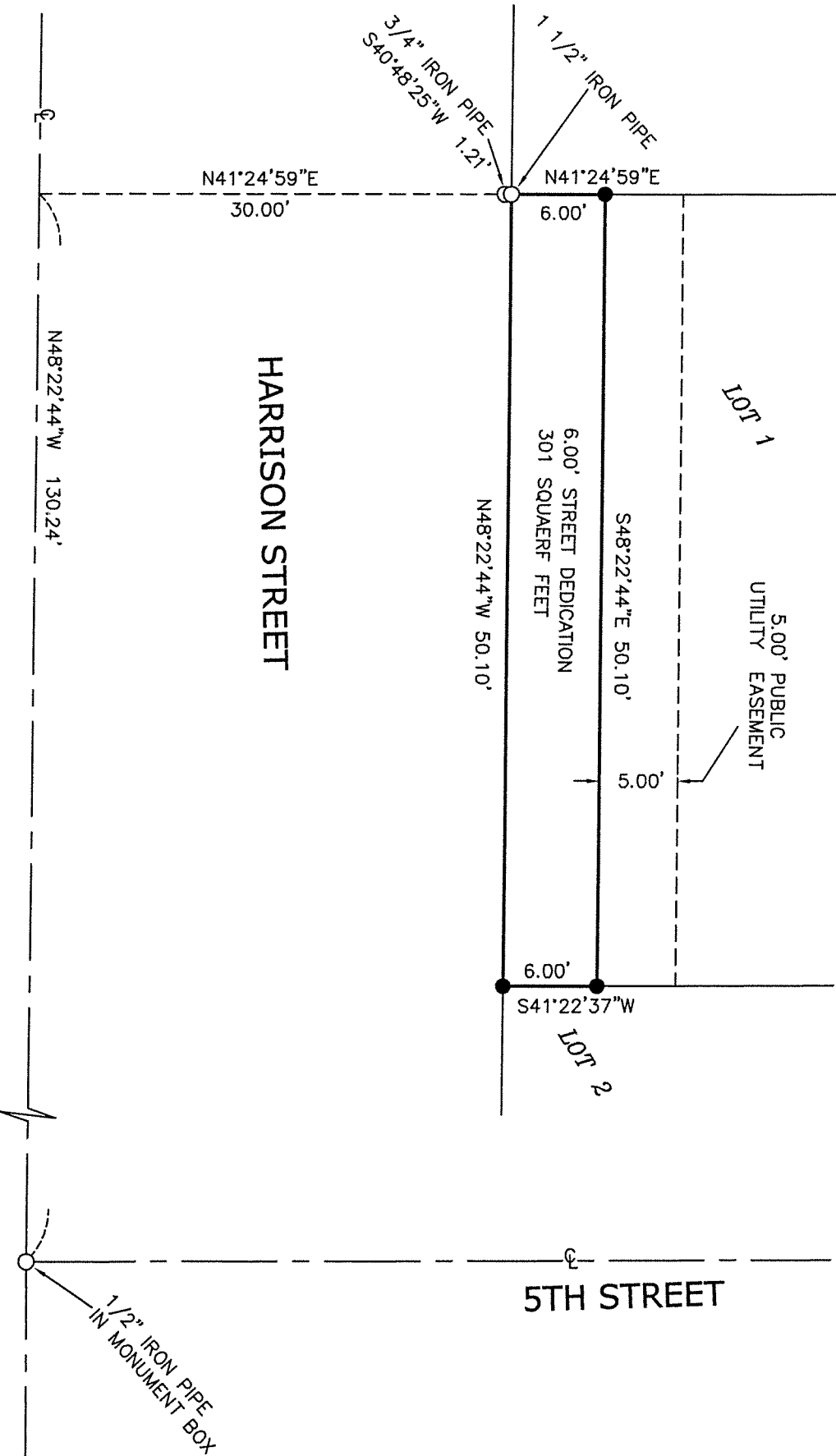
RENEWALS: 6/30/2022

EXHIBIT MAP "B"

6.00' STREET DEDICATION
IN LOT 1, BLOCK 1 "ELWELL'S ADDITION"
IN THE SW 1/4 OF SECTION 7, T. 5S, R. 1, W.M.
CITY OF WOODBURN, MARION COUNTY, OREGON
SCALE: 1"=10' JULY 20, 2020



CASWELL/HERTEL
LSURVEYORS INC.
6150 S.W. 124TH AVE.
BEAVERTON, OR 97008
(503) 644-3179
info@chsveyinc.com
www.caswellherfelsurveyors.com





Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator

THRU: Jim Ferraris, Chief of Police
Marty Pilcher, Deputy Chief of Police

FROM: Austin Solterbeck, Police Support Services Manager

SUBJECT: **IGA with Marion County for "eProsecutor" Access**

RECOMMENDATION:

Authorize the City Administrator and Chief of Police to sign an Intergovernmental agreement with Marion County for access to the District Attorney's Office "eProsecutor" software.

BACKGROUND:

Since 2004, Marion County has provided law enforcement agencies operating within the county access to their "DACMS" system. This system has allowed law enforcement agencies to review and check the status of cases they have submitted to the District Attorney's Office for prosecution.

Earlier this year, Marion County District Attorney advised law enforcement agencies within the county that they would be replacing their current system (DACMS) with a commercial off-the-shelf system known as "eProsecutor". This new system includes the features that DACMS provided; but also allows users to securely transmit digital files for prosecution and discovery.

Access to this new system requires the aforementioned IGA to be signed before access can be provided to Woodburn Police Department employees.

DISCUSSION:

This intergovernmental agreement would be effective for 5 years after the date of signature.

This software has been heavily utilized by multiple sections within the Woodburn Police Department. Some examples of possible uses include:

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

- Evidence disposition
- Responding to Public Records Requests,
- Case review and
- Warrant, Evidence and Case submissions

As DACMS is slated for termination on July 24th, 2020; access to this system is critically important to the success of the Police Department's mission.

FINANCIAL IMPACT:

None.

**eProsecutor
USAGE AGREEMENT**

This Intergovernmental Agreement (hereinafter the "agreement") is made by and between Marion County, a political subdivision of the state of Oregon, acting by and through its District Attorney's office (hereinafter the "County"), and the City of Woodburn (hereinafter, "Agency"), an Oregon municipal corporation, acting by and through its Police Department (hereinafter the "Woodburn Police Department") collectively referred to herein as the "Parties," for the purpose of allowing Woodburn Police Department to access and print case information from the County's District Attorney's eProsecutor system (hereinafter "ePros").

RECITALS

- A. The County and Woodburn Police Department are both public bodies engaged in providing municipal services, including law enforcement, to their citizens; and
- B. The County maintains a records management system referred to as ePros which is utilized in providing law enforcement services; and
- C. The County wishes to allow approved employees of Woodburn Police Department with access to ePros: "read only" access for the purpose of viewing and printing data that is stored on certain portions of the County's ePros database. Woodburn Police Department's use of ePros shall be solely for law enforcement purposes; and
- D. The Parties find that the performance of this Agreement will benefit the public; and
- E. This Agreement is entered into pursuant to Oregon Revised Statutes Chapter 190.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the County and Woodburn Police Department agree as follows:

- 1. Woodburn Police Department's **OBLIGATIONS:**
 - 1.1 Woodburn Police Department shall ensure that any and all employees accessing ePros (hereinafter "Authorized Users") shall utilize an exclusive username and password.
 - 1.2 Woodburn Police Department shall submit a written list of all Authorized Users of ePros to the Marion County District Attorney for approval. Such written list shall contain each Authorized User's unique username for accessing ePros. Woodburn Police Department acknowledges that the County has complete discretion to deny access to any employee.
 - 1.3 Woodburn Police Department agrees to follow all applicable statutes, rules, and court orders regarding the use of ePros.
 - 1.4 Woodburn Police Department agrees that it is responsible for its Authorized Users' proper use of ePros and for the safekeeping of all usernames and passwords.
 - 1.5 Woodburn Police Department agrees to notify the Marion County District Attorney or the designee immediately if any unauthorized use of ePros by an employee is found or suspected. Woodburn Police Department acknowledges that any suspected misuse of ePros may result in the suspension of its access to and use of ePros.
 - 1.6 Woodburn Police Department agrees that the County may/will monitor all access to and use of ePros by its Authorized Users.
 - 1.7 Woodburn Police Department agrees to take any and all reasonable steps to ensure that any computer used to access ePros contains no malicious computer code or virus that might be harmful to ePros.
 - 1.8 Woodburn Police Department agrees to update its contact information and Authorized User list required in Subsection 1.2 when any information set forth therein changes.

Woodburn Police Department will promptly provide updated information to the Marion County District Attorney or her designee for approval.

- 1.9 Woodburn Police Department is solely responsible for ensuring that its equipment is compatible with the requirements needed to upload information into ePros, or to view or print information contained in ePros.
- 1.10 Woodburn Police Department shall ensure that all internet connections and firewalls used in accessing/or viewing ePros are secure.
- 1.11 Woodburn Police Department shall train its Authorized Users on the proper use of ePros.
- 1.12 Woodburn Police Department shall ensure that any access and use of ePros is done in conformance with current case law.
- 1.13 Woodburn Police Department is solely responsible for training its Authorized Users in the lawful use of ePros.
- 1.14 Woodburn Police Department understands and agrees that ePros may contain errors and uses any information or report contained in ePros at its own risk.
- 1.15 Woodburn Police Department understands and agrees that ePros may be unavailable at times due to regularly scheduled maintenance or unexpected system problems. The County disclaims any liability due to the unavailability of ePros.
- 1.16 Upon termination of this Agreement, Woodburn Police Department agrees to take all necessary steps to sever any access to ePros by its Authorized Users and to restore any needed firewalls.
- 1.17 Woodburn Police Department is not required to pay any licensing costs associated with its use of ePros at this time. If it is determined that additional licensing costs arise for Woodburn Police Department use of ePros software, County will, to the extent possible, provide Woodburn Police Department with advance notice so that Woodburn Police Department may plan appropriately. Woodburn Police Department agrees to pay any additional licensing costs associated with its use of ePros software.

2. COUNTY'S OBLIGATIONS:

- 2.1 The County agrees to allow County-approved Authorized Users of Woodburn Police Department with "read only" access to ePros for the purpose of viewing and printing data that is stored on certain portions of the County's ePros database.

3. TERM AND TERMINATION:

- 3.1 This Agreement shall be effective upon the date of execution by both Parties. If the Parties sign on separate dates, the later date shall be the effective date. This Agreement shall remain in effect for five (5) years unless terminated as provided herein.
- 3.2 The County may, in its sole discretion, for any or no reason, and without notice, terminate this Agreement and take all necessary steps to stop Woodburn Police Department access to ePros. The County shall not be liable to Woodburn Police Department for any third party for any termination of access to ePros.
- 3.3 Woodburn Police Department may terminate this Agreement for any or no reason upon not less than ten (10) days' prior written notice for the County.

4. INDEMNIFICATION:

- 4.1 Woodburn Police Department agrees to defend, indemnify, and hold harmless County, its officers, agents and employees from damages arising out of the tortious acts of the Woodburn Police Department, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.
- 4.2 Likewise, the County agrees to defend, indemnify, and hold harmless Woodburn Police Department, its officers, agents, and employees from damages arising out of the tortious

acts of the County, its officers, agents, and employees acting within the scope of their employment and duties in performance of this agreement subject to the limitation and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300, and the Oregon Constitution, Article XI, Section 7.

- 4.3 Nothing in this agreement shall be deemed to limit the right of either party to make a claim against the other for damages and injuries incurred by one party as a result of the actions of the other party's officers, agents and employees.
- 4.4 Each party shall maintain insurance of self-insurance for general liability. Each party shall provide worker's compensation insurance in compliance with ORS Chapter 656 for all employees performing work under this agreement.

5. **DISCLAIMER OF WARRANTIES:** The use of any material or information downloaded, printed or otherwise obtained from ePros is at Woodburn Police Department own discretion and risk, and Woodburn Police Department will be solely responsible for any damage to Woodburn Police Department computer system or loss of data that may result from the use of ePros.

6. **NOTIFICATIONS:** Whenever notice is required or permitted to be given under this Agreement, such notice shall be given in writing to the other party by personal delivery, by sending via registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile at the address or facsimile number set forth below:

If to the County:

Paige Clarkson
Marion County District Attorney's Office
PO Box 14500
Salem, OR 97309

If to Woodburn Police Department

Jim Ferraris, Chief
Woodburn Police Department
1060 Mt Hood Ave
Woodburn, OR, 97071

Any notice delivered by personal delivery shall be deemed to be given upon actual receipt. Any notice sent by United State mail shall be deemed to be given five (5) days after mailing. Any notice sent by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against either party, such facsimile transmission shall be confirmed by telephone notice to the other party.

7. **GENERAL PROVISIONS:**

- 7.1 Each Party working under this Agreement is either an employee that will comply with ORS 656.017 or an employer that is exempt under ORS 656.126. Each Party agrees that it is solely responsible for obtaining and maintaining insured or self-insured coverage for its own employees as required by that law.
- 7.2 This Agreement represents the entire integrated agreement between the Parties concerning the subject matter hereof. This Agreement supersedes all prior agreements, negotiations and representations relating to the same subject matter between the Parties.
- 7.3 This Agreement may be amended only by written instrument executed with the same formalities as this Agreement.
- 7.4 Woodburn Police Department agrees that it shall comply with all federal, state, and local laws, regulations, executive orders and ordinances that may be applicable to this Agreement. Woodburn Police Department agrees that no person shall, on the grounds of

race, color, religion, age, mental or physical disability, sexual orientation, creed, national origin, sex, marital status, familial status or domestic partnership, gender identity, or source of income, suffer discrimination in the performance of this Agreement when employed by it. Woodburn Police Department further agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations, and agrees not to discriminate against minority-owned, women-owned or emerging small business enterprises certified under ORS 200.055 or a business enterprise that is owned or controlled by or that employs a disabled veteran as defined in ORS 408.225, in awarding subcontracts as required by ORS 279A.110.

- 7.5 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the District of Oregon. Each Party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 7.6 Neither party to this Agreement shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 7.7 One or more waivers or failures to object by either party to any breach, violation or default of any provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation or default of that or any other provision, term, condition or covenant.

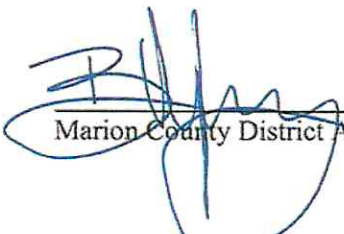
IN WITNESS WHEREOF the Parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF Woodburn:

City Manager Date

Chief of Police Date

MARION COUTY:



Marion County District Attorney Date

Jan Fritz Date
Chief Administrative Officer

APPROVED AS TO FORM:

Marion County Contracts

Marion County Legal Counsel

CITY OF WOODBURN

Economic and Development Services Department

MEMORANDUM


270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: August 3, 2020

To: Chris Kerr, Community Development Director

From: Ted Cuno, Building Division 

Subject: Building Activity for July 2020

	2018		2019		2020	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	7	\$2,015,863	6	\$1,396,079	6	\$1,165,167
Multi-Family Residential	0	\$0	0	\$0	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	2	\$9,560	4	\$99,548	8	\$81,552
Industrial	1	\$18,350	0	\$0	1	\$1,372,000
Commercial	11	\$16,003,561	7	\$656,282	4	\$1,165,458
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	21	\$18,047,334	17	\$2,151,909	19	\$3,784,177
Fiscal Year to Date (July 1 – June 30)		\$18,047,334		\$2,151,909		\$3,784,177



Permits Issued

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

www.ci.woodburn.or.us

7/1/2020 through 7/31/2020

Includes all valuations

building.dept@ci.woodburn.or.us

Record Types Selected: -All-

Commercial Alarm or Suppression Systems

971-20-000270-FIRE

Issued: 7/7/20

Address: 1041 N BOONES FERRY RD, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Other

Type of Work: Addition

Work Description: New Fire Alarm System for Lincoln E.S.

Fees:	\$1,028.78	Valuation:	\$26,400.00
Parcel:			

971-20-000317-FIRE

Issued: 7/27/20

Address: 1727 MT HOOD AVE, WOODBURN, OR 97071

Owner:

Licensed Prof:

Category of Construction: Commercial

Type of Work: Tenant Improvement

Work Description: add 6 sprinkler heads and relocate 4 heads in chiropractic clinic

Fees:	\$362.32	Valuation:	\$188,058.54
Parcel:			

971-20-000322-FIRE

Issued: 7/29/20

Address: 1800 W HAYES ST, WOODBURN, OR 97071

Owner: WOODBURN SCHOOL DISTRICT 103

Licensed Prof:

Category of Construction: Non-residential

Type of Work: New

Work Description: Install Ansul R-102 UL300 Kitchen Fire System

Fees:	\$270.08	Valuation:	\$2,000.00
Parcel:	052W12DD06300		

Census Code: Schools and Other Educational Buildings

Commercial Alarm or Suppression Systems

3 permits issued

\$1,661.18

\$216,458.54

Permits Issued:

Page 2 of 12

Commercial Mechanical

971-20-000242-MECH

Issued: 7/21/20

Address: 1785 N FRONT ST, WOODBURN, OR 97071

Owner: WOODBURN SCHOOL DISTRICT 103

Licensed Prof:

Category of Construction: Commercial

Type of Work: Addition

Work Description: New ductwork, RTU's, terminal units, fans & split systems.

Fees: \$11,006.62

Valuation: \$882,240.00

Parcel: 051W07A 00600

Commercial Mechanical

1 permits issued

\$11,006.62

\$882,240.00

Commercial Structural

971-20-000169-STR

Issued: 7/20/20

Address: 2215 PROGRESS WAY, WOODBURN, OR 97071

Owner: IVANOV INVESTMENT GROUP LLC

Licensed Prof:

Category of Construction: Commercial

Type of Work: New

Work Description: Construction and equipment maintenance yard.

Fees: \$142,419.50

Valuation: \$1,372,000.00

Parcel: 051W08B 01500

971-20-000225-STR

Issued: 7/14/20

Address: 440 PARR RD NE, WOODBURN, OR 97071

Owner: WOODBURN SCHOOL DIST #103

Licensed Prof:

Category of Construction: Commercial

Type of Work: Addition

Work Description: Addition of 2 classrooms to currently permitted addition at classroom annex. Includes addition of full fire lane for code compliance.

Fees: \$18,416.30

Valuation: \$949,000.00

Parcel: 052W13 00500

Commercial Structural

2 permits issued

\$160,835.80

\$2,321,000.00

Permits Issued:

Residential 1 & 2 Fam Dwelling (New Only) Limited

971-20-000251-DWL	Issued: 7/2/20	Fees: \$15,647.32	Valuation: \$184,372.56
Address: 1502 FOXGLOVE ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New house 1306 sq ft.			
971-20-000266-DWL	Issued: 7/13/20	Fees: \$15,861.32	Valuation: \$225,113.04
Address: 1496 DAHLIA ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New Single Family Residence			
971-20-000271-DWL	Issued: 7/16/20	Fees: \$16,434.74	Valuation: \$225,113.04
Address: 1420 DAHLIA ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New Single Family Residence			
971-20-000273-DWL	Issued: 7/27/20	Fees: \$15,773.16	Valuation: \$187,865.34
Address: 1460 DAHLIA ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New Single Family Residence			
971-20-000274-DWL	Issued: 7/13/20	Fees: \$15,691.50	Valuation: \$135,364.00
Address: 1480 DAHLIA ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New Single Family Residence			
971-20-000275-DWL	Issued: 7/20/20	Fees: \$16,178.13	Valuation: \$207,339.69
Address: 1492 DAHLIA ST, WOODBURN, OR 97071		Parcel: 051W18C 01403	
Owner: WOODBURN DEVELOPMENT LLC			
Licensed Prof:			
Category of Construction: Single Family Dwelling	Type of Work: New		
Work Description: New Single Family Residence			

Permits Issued:

Residential 1 & 2 Fam Dwelling (New Only) Limited

6 permits issued

\$95,586.17

\$1,165,167.67

Permits Issued:

Residential Mechanical

971-20-000280-MECH

Issued: 7/1/20

Address: 1810 WOODLAND AVE, WOODBURN, OR 97071

Owner: PARFITT,GREGORY J & PARFITT,JOYCE E

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80

Valuation: \$0.00

Parcel: 052W01CC00900

971-20-000281-MECH

Issued: 7/1/20

Address: 1760 TOMLIN AVE, WOODBURN, OR 97071

Owner: ECKERT,LARRY L & ECKERT,KATHLEEN S

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Heating and Cooling
Intalling AC 2.5
water heating install 50 Gal
New Thermostat
new gas furnace

Fees: \$100.80

Valuation: \$6,300.00

Parcel: 051W17BD03700

971-20-000282-MECH

Issued: 7/1/20

Address: 2725 HAZELNUT DR, WOODBURN, OR 97071

Owner: GEISELMAN,TERRI LYNN

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80

Valuation: \$0.00

Parcel: 051W06DC01500

971-20-000286-MECH

Issued: 7/2/20

Address: 863 HARVEST WAY, SPC# 19, WOODBURN, OR 97071

Owner: DETOM LLC

Licensed Prof: FOCUS HEATING & CONSTRUCTION INC

Category of Construction: Manufactured Dwelling

Type of Work: Addition

Work Description: 495 Rye St. Space #19
Install new heat pump

Fees: \$100.80

Valuation: \$0.00

Parcel: 052W13 00102

971-20-000287-MECH

Issued: 7/6/20

Address: 1425 PRINCETON RD, WOODBURN, OR 97071

Owner: YATES,C EDWARD

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install Gas Furnace

Fees: \$100.80

Valuation: \$8,800.00

Parcel: 052W12AA08800

Permits Issued:

Residential Mechanical

971-20-000288-MECH

Issued: 7/7/20

Address: 909 HAZELNUT DR, WOODBURN, OR 97071

Owner: ERVIN,WESLEY WAYNE & ERVIN,JEANNE KAY

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install air conditioner

Fees: \$100.80 Valuation: \$3,846.00
Parcel: 051W07AB10000

971-20-000289-MECH

Issued: 7/7/20

Address: 863 HARVEST WAY, WOODBURN, OR 97071

Owner: DETOM LLC

Licensed Prof: MELTON HEATING & AIR CONDITIONING INC

Category of Construction: Manufactured Dwelling

Type of Work: Replacement

Work Description: 751 Harvest Wy.
Install heat pump and air handler

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W13 00102

971-20-000293-MECH

Issued: 7/8/20

Address: 2517 TRACY LN, WOODBURN, OR 97071

Owner: WEAVER,RODNEY M & WEAVER,WINIFRED J

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80 Valuation: \$0.00
Parcel: 051W07AB08500

971-20-000294-MECH

Issued: 7/9/20

Address: 214 BAYLOR DR, WOODBURN, OR 97071

Owner: COBB,JASON P & COBB,KIMBERLY A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install gas furnace and air conditioner

Fees: \$100.80 Valuation: \$10,590.00
Parcel: 052W12DC14400

971-20-000295-MECH

Issued: 7/10/20

Address: 2546 BOSTON ST, WOODBURN, OR 97071

Owner: PINTOR,SERGIO CELERINO ANGELES & PINTOR,MEDIHA ANGELES

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: INSTALL DUCTED DUCTLESS - ADD (4) SUPPLIES & (1) RETURN

Fees: \$100.80 Valuation: \$14,291.00
Parcel: 051W07BA12700

971-20-000296-MECH

Issued: 7/10/20

Address: 1000 GOOSE CREEK RD, WOODBURN, OR 97071

Owner: MELLERIO,DIEGO C & MELLERIO,SHIRLEY I

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: INSTALL GAS FURNACE & AIR CONDITIONER

Fees: \$100.80 Valuation: \$9,546.00
Parcel: 051W07AC00900

Permits Issued:

Residential Mechanical

971-20-000297-MECH

Issued: 7/14/20

Address: 705 FAIRWOOD CRESCENT, WOODBURN, OR 97071

Owner: BURKS,REBECCA L

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Furnace and air conditioner replacement

Fees: \$100.80 Valuation: \$6,000.00
Parcel: 051W06DC02800

971-20-000299-MECH

Issued: 7/14/20

Address: 915 CAHILL WAY, WOODBURN, OR 97071

Owner: FERGUSON,LYNN IRA

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Air conditioner replacement

Fees: \$100.80 Valuation: \$4,000.00
Parcel: 051W07CB03400

971-20-000302-MECH

Issued: 7/15/20

Address: 2721 VASSER ST, WOODBURN, OR 97071

Owner: WILLIAMS,STEPHEN W & WILLIAMS,JENNIFER E

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W13AB11200

971-20-000303-MECH

Issued: 7/16/20

Address: 2239 COUNTRY CLUB TER, WOODBURN, OR 97071

Owner: DINGER, GUNTER & DINGER, ELLA

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: install air conditioner

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W12AC01300

971-20-000304-MECH

Issued: 7/17/20

Address: 833 GATCH ST, WOODBURN, OR 97071

Owner: HULSTINE, CHAD E & HULSTINE, SHAMAE MELYN

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install Gas Furnace and Air Conditioner

Fees: \$100.80 Valuation: \$10,273.00
Parcel: 051W07DD05400

971-20-000306-MECH

Issued: 7/20/20

Address: 1665 TIERRA LYNN DR, WOODBURN, OR 97071

Owner: KORKEAKOSKI, TIMO T & KORKEAKOSKI,PATRICIA A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: INSTALL AIR HANDLER & HEAT PUMP

Fees: \$100.80 Valuation: \$7,097.00
Parcel: 051W08CA02100

Permits Issued:

Residential Mechanical

971-20-000288-MECH

Issued: 7/7/20

Address: 909 HAZELNUT DR, WOODBURN, OR 97071

Owner: ERVIN,WESLEY WAYNE & ERVIN,JEANNE KAY

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install air conditioner

Fees: \$100.80 Valuation: \$3,846.00
Parcel: 051W07AB10000

971-20-000289-MECH

Issued: 7/7/20

Address: 863 HARVEST WAY, WOODBURN, OR 97071

Owner: DETOM LLC

Licensed Prof: MELTON HEATING & AIR CONDITIONING INC

Category of Construction: Manufactured Dwelling

Type of Work: Replacement

Work Description: 751 Harvest Wy.
Install heat pump and air handler

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W13 00102

971-20-000293-MECH

Issued: 7/8/20

Address: 2517 TRACY LN, WOODBURN, OR 97071

Owner: WEAVER,RODNEY M & WEAVER,WINIFRED J

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80 Valuation: \$0.00
Parcel: 051W07AB08500

971-20-000294-MECH

Issued: 7/9/20

Address: 214 BAYLOR DR, WOODBURN, OR 97071

Owner: COBB,JASON P & COBB,KIMBERLY A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install gas furnace and air conditioner

Fees: \$100.80 Valuation: \$10,590.00
Parcel: 052W12DC14400

971-20-000295-MECH

Issued: 7/10/20

Address: 2546 BOSTON ST, WOODBURN, OR 97071

Owner: PINTOR,SERGIO CELERINO ANGELES & PINTOR,MEDIHA ANGELES

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: INSTALL DUCTED DUCTLESS - ADD (4) SUPPLIES & (1) RETURN

Fees: \$100.80 Valuation: \$14,291.00
Parcel: 051W07BA12700

971-20-000296-MECH

Issued: 7/10/20

Address: 1000 GOOSE CREEK RD, WOODBURN, OR 97071

Owner: MELLERIO,DIEGO C & MELLERIO,SHIRLEY I

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: INSTALL GAS FURNACE & AIR CONDITIONER

Fees: \$100.80 Valuation: \$9,546.00
Parcel: 051W07AC00900

Permits Issued:

Residential Mechanical

971-20-000297-MECH

Issued: 7/14/20

Address: 705 FAIRWOOD CRESCENT, WOODBURN, OR 97071

Owner: BURKS,REBECCA L

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Furnace and air conditioner replacement

Fees: \$100.80

Valuation: \$6,000.00

Parcel: 051W06DC02800

971-20-000299-MECH

Issued: 7/14/20

Address: 915 CAHILL WAY, WOODBURN, OR 97071

Owner: FERGUSON,LYNN IRA

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: Air conditioner replacement

Fees: \$100.80

Valuation: \$4,000.00

Parcel: 051W07CB03400

971-20-000302-MECH

Issued: 7/15/20

Address: 2721 VASSER ST, WOODBURN, OR 97071

Owner: WILLIAMS,STEPHEN W & WILLIAMS,JENNIFER E

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80

Valuation: \$0.00

Parcel: 052W13AB11200

971-20-000303-MECH

Issued: 7/16/20

Address: 2239 COUNTRY CLUB TER, WOODBURN, OR 97071

Owner: DINGER, GUNTER & DINGER, ELLA

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: install air conditioner

Fees: \$100.80

Valuation: \$0.00

Parcel: 052W12AC01300

971-20-000304-MECH

Issued: 7/17/20

Address: 833 GATCH ST, WOODBURN, OR 97071

Owner: HULSTINE, CHAD E & HULSTINE, SHAMAE MELYN

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install Gas Furnace and Air Conditioner

Fees: \$100.80

Valuation: \$10,273.00

Parcel: 051W07DD05400

971-20-000306-MECH

Issued: 7/20/20

Address: 1665 TIERRA LYNN DR, WOODBURN, OR 97071

Owner: KORKEAKOSKI, TIMO T & KORKEAKOSKI,PATRICIA A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: INSTALL AIR HANDLER & HEAT PUMP

Fees: \$100.80

Valuation: \$7,097.00

Parcel: 051W08CA02100

Permits Issued:

Residential Mechanical

971-20-000307-MECH

Issued: 7/20/20

Address: 3017 LINFIELD AVE, WOODBURN, OR 97071
Owner: GULLIKSEN, TERRY J & GULLIKSEN, SHANNON M
Licensed Prof:

Fees: \$100.80 Valuation: \$4,000.00
Parcel: 052W13BA07200

Category of Construction: Single Family Dwelling Type of Work: Addition
Work Description: Air conditioner add on

971-20-000308-MECH

Issued: 7/21/20

Address: 1697 PRINCETON RD, WOODBURN, OR 97071
Owner: DUTOIT JRLT & DUTOIT, GEORGE TRE & DUTOIT,PATRICIA TRE
Licensed Prof:

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W01DD04900

Category of Construction: Single Family Dwelling Type of Work: Alteration
Work Description: Install gas furnace and air conditioner

971-20-000309-MECH

Issued: 7/21/20

Address: 1379 GARDEN WAY, WOODBURN, OR 97071
Owner: IHDE, JEFFERY L & IHDE, DEBORAH L
Licensed Prof:

Fees: \$100.80 Valuation: \$0.00
Parcel: 051W07BB10600

Category of Construction: Single Family Dwelling Type of Work: Replacement
Work Description: REPLACE GAS FURNACE AND INSTALL AIR CONDITIONER

971-20-000310-MECH

Issued: 7/21/20

Address: 1605 ECOLA WAY, WOODBURN, OR 97071
Owner: LEBOLD, DEBORAH
Licensed Prof:

Fees: \$100.80 Valuation: \$0.00
Parcel: 052W12AD02200

Category of Construction: Single Family Dwelling Type of Work: Addition
Work Description: install gas furnace and air conditioner

971-20-000311-MECH

Issued: 7/21/20

Address: 601 S SETTLEMIER AVE, WOODBURN, OR 97071
Owner: FIGLEY, DALLAS G & FIGLEY, KATHRYN K
Licensed Prof:

Fees: \$100.80 Valuation: \$6,612.00
Parcel: 051W18BC04800

Category of Construction: Single Family Dwelling Type of Work: Alteration
Work Description: Install gas furnace

971-20-000312-MECH

Issued: 7/22/20

Address: 1378 VANDERBECK LN, WOODBURN, OR 97071
Owner: WILLARD, SUSAN E
Licensed Prof:

Fees: \$100.80 Valuation: \$7,275.00
Parcel: 051W07BB01200

Category of Construction: Single Family Dwelling Type of Work: Addition
Work Description: Installing ductless heat pump with two arid handlers for Sue Willard, 503-501-6987

Permits Issued:

Residential Mechanical

971-20-000314-MECH

Issued: 7/23/20

Address: 495 JANA AVE, WOODBURN, OR 97071

Owner: TAYLOR, VENNITA A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Replacement

Work Description: REPLACE GAS FURNACE AND AIR CONDITIONER

Fees: \$100.80

Valuation: \$0.00

Parcel: 051W18DB01700

971-20-000315-MECH

Issued: 7/23/20

Address: 428 E LINCOLN ST, WOODBURN, OR 97071

Owner: LENHARDT, GREGORY & LENHARDT, NANCY

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Installing Gas Furnace & Air Conditioner

Fees: \$100.80

Valuation: \$6,478.00

Parcel: 051W18AA03100

971-20-000316-MECH

Issued: 7/24/20

Address: 553 WOODLAND AVE, WOODBURN, OR 97071

Owner: SAYLER, JEFFREY L & LEWIS, DEBORAH

Licensed Prof:

Category of Construction: Manufactured Dwelling

Type of Work: Replacement

Work Description: replace existing hvac system

Fees: \$100.80

Valuation: \$0.00

Parcel: 052W12BC03400

971-20-000319-MECH

Issued: 7/27/20

Address: 3018 REED AVE, WOODBURN, OR 97071

Owner: SALGADO, MARIO & SALMERON DE SALGADO, MARIA M

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Installing Air Conditioner

Fees: \$100.80

Valuation: \$5,569.00

Parcel: 052W13BA08300

971-20-000323-MECH

Issued: 7/29/20

Address: 2610 COLONY ST, WOODBURN, OR 97071

Owner: MCCULLY, JAMES M & MCCULLY, MARILYN S

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Install gas furnace and air conditioner

Fees: \$100.80

Valuation: \$10,228.00

Parcel: 051W07BA06300

971-20-000324-MECH

Issued: 7/29/20

Address: 1410 ALEXANDRA AVE, WOODBURN, OR 97071

Owner: VENTURA, OLIVA & LOPEZ, IGNACIO VASQUEZ

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: install 24 ft of gasline

Fees: \$100.80

Valuation: \$1,000.00

Parcel: 051W08CA08500

Permits Issued:

Residential Mechanical

971-20-000326-MECH			
Address:	275 S CASCADE DR, WOODBURN, OR 97071	Issued:	7/29/20
Owner:	MEITHOF, DIANA	Fees:	\$100.80
Licensed Prof:		Valuation:	\$3,500.00
Category of Construction:	Single Family Dwelling	Parcel:	052W12DD04500
Work Description:	Install gas furnace and AC system	Type of Work:	Replacement
971-20-000327-MECH			
Address:	1653 QUINN RD, WOODBURN, OR 97071	Issued:	7/30/20
Owner:	JARMAN, RICHARD R C & JARMAN, PAMELA LEE	Fees:	\$100.80
Licensed Prof:		Valuation:	\$0.00
Category of Construction:	Single Family Dwelling	Parcel:	052W12AA06700
Work Description:	REPLACE AIR CONDITIONER	Type of Work:	Replacement
971-20-000329-MECH			
Address:	1157 DAHLIA ST, WOODBURN, OR 97071	Issued:	7/31/20
Owner:	GONZALEZ, KARINA	Fees:	\$100.80
Licensed Prof:		Valuation:	\$5,274.00
Category of Construction:	Single Family Dwelling	Parcel:	051W18CC01100
Work Description:	INSTALL AC	Type of Work:	Addition
<hr/>			
Residential Mechanical		32 permits issued	
		\$3,225.60	\$130,679.00

Permits Issued:

Residential Structural

971-20-000261-STR

Issued: 7/23/20

Address: 767 FAIRWOOD CRESCENT, WOODBURN, OR 97071

Owner: MULLER,LISE K

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: install 2- 3 x 6 single hung vinyl window. where their is none. open hole in wall to install the windows

Fees: \$162.01

Valuation: \$3,338.00

Parcel: 051W06DC03400

971-20-000283-STR

Issued: 7/7/20

Address: 2767 OXFORD ST, WOODBURN, OR 97071

Owner: TORRES,ROBERT LOUIS

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM
3.15 kW DC PHOTOVOLTAIC SOLAR ARRAY
ROOF TYPE: Comp Shingle
MODULES: (10) Jinko 315
INVERTER(S): Enphase IQ7 Microinverters,----
RACKING: Unirac SFM Infinity

Fees: \$336.00

Valuation: \$8,992.00

Parcel: 052W13BA00100

971-20-000284-STR

Issued: 7/7/20

Address: 276 BOEAN LN, WOODBURN, OR 97071

Owner: BRUCK,JESSICA & BRUCK,MELANIE

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM
5.67 kW DC PHOTOVOLTAIC SOLAR ARRAY
ROOF TYPE: Comp Shingle
MODULES: (18) Jinko Solar JKM315M-60L
INVERTER(S): Enphase Energy - IQ7-60-2-US,----
RACKING: Unirac SFM Infinity

Fees: \$347.00

Valuation: \$13,594.00

Parcel: 052W12CD03900

971-20-000285-STR

Issued: 7/7/20

Address: 279 BOEAN LN, WOODBURN, OR 97071

Owner: WERSCHKUL,DUDLEY & WERSCHKUL,KATHRYN M

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM
6.3 kW DC PHOTOVOLTAIC SOLAR ARRAY
ROOF TYPE: Comp Shingle
MODULES: (20) Jinko 315
INVERTER(S): Enphase IQ7 Microinverters,----
RACKING: Unirac SFM Infinity

Fees: \$347.00

Valuation: \$14,747.00

Parcel: 052W12CD05100

Permits Issued:

Page 12 of 12

Residential Structural

971-20-000291-STR

Issued: 7/13/20

Address: 1028 BROWN ST, WOODBURN, OR 97071

Owner: PERKETT,AARON & MEISENHEIMER,KATELYN

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Addition

Work Description: 320 sqft. new back yard covered porch addition

Fees: \$234.06

Valuation: \$7,728.00

Parcel: 051W18CA21900

971-20-000305-STR

Issued: 7/21/20

Address: 866 PANA ST, WOODBURN, OR 97071

Owner: SOLIS, GERARDO DURAN & SOLORIO-DURAN,IMELDA

Licensed Prof:

Category of Construction: Other

Type of Work: Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM 6.615 kW DC PHOTOVOLTAIC SOLAR ARRAY ROOF
TYPE: Comp Shingle MODULES: (21) Jinko 315 INVERTER(S): Enphase IQ7 Microinverters,---- RACKING: Unirac SFM Infinity

Fees: \$336.00

Valuation: \$15,315.73

Parcel: 051W18CA09800

971-20-000320-STR

Issued: 7/28/20

Address: 1219 PRINCETON RD, WOODBURN, OR 97071

Owner: HUNTER, PATRICIA A

Licensed Prof:

Category of Construction: Single Family Dwelling

Type of Work: Alteration

Work Description: Prescriptive path roof mounted solar array
5.4kW

Fees: \$336.00

Valuation: \$800.00

Parcel: 052W12AD11100

971-20-000325-STR

Issued: 7/31/20

Address: 1330 TOMLIN AVE, WOODBURN, OR 97071

Owner: SAFAROV, DAVID & SAFAROV, LEA GULNARA

Licensed Prof:

Category of Construction: Other

Type of Work: Alteration

Work Description: INSTALLATION OF UTILITY INTERACTIVE PHOTOVOLTAIC SOLAR SYSTEM 7.56 kW DC PHOTOVOLTAIC SOLAR ARRAY ROOF
TYPE: Comp Shingle MODULES: (24) Jinko Solar JKM315M-60L INVERTER(S): Enphase Energy - IQ7-60-2-US,---- RACKING: Unirac SFM Infinity

Fees: \$336.00

Valuation: \$17,037.40

Parcel: 051W17BC09800

Residential Structural

8 permits issued

\$2,434.07

\$81,552.13

52 permits issued

\$274,749.44

\$4,797,097.34

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
FROM: Jamie Johnk, Economic Development Director
SUBJECT: **Reaffirmation of City Excessive Force Policy Declaration**

RECOMMENDATION:

Reaffirm the City's Excessive Force Policy Declaration.

BACKGROUND:

The City has been awarded federal HUD grant funding through the Community Development Block Grant (CDBG) program. Federal program rules require that for the City to receive such funding it must have a current Excessive Force Policy Declaration.

The City of Woodburn adopted an Excessive Force Policy Declaration in June 2002. Though no changes to the policy is required, reaffirmation is recommended.

DISCUSSION:

The Excessive Force Policy declaration states that it is the policy of the City of Woodburn that: 1) Its law enforcement personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations; and 2) Applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction of the city shall be enforced.

Reaffirmation of this policy meets the HUD CDBG program requirements.

FINANCIAL IMPACT:

None.

Attachment:

Excessive Force Policy Declaration (June 11, 2002)

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

OREGON COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

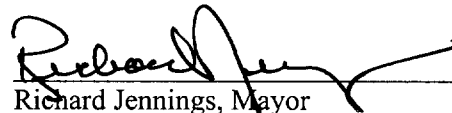
Excessive Force Policy Declaration

"It is the policy of the City of Woodburn that:

- (1) Its law enforcement personnel shall not use excessive force against any individuals engaged in nonviolent civil rights demonstrations, and
- (2) Applicable state and local laws that prohibit physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within the jurisdiction of the city shall be enforced.

June 11, 2002

Date


Richard Jennings, Mayor
City of Woodburn



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
THRU: James C. Ferraris, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for Woodburn-Denn LLC.

BACKGROUND:

Applicant: Woodburn-Denn LLC
2919 Tom Tennant Drive
Woodburn, OR 97071
503-981-9738

Point of
Contact: Paul R. Fox
363 SE 10th Avenue
Canby, OR 97013
503-421-6957

Business: Denny's Woodburn
2919 Tom Tennant Drive
Woodburn, OR 97071
503-981-9738

Owner(s): Same as applicant

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

License Type(s):

Off-Premises - May sell factory sealed containers of beer, wine and cider for consumption off the licensed premises. May sell beer, wine and cider in a securely covered, "growler", for consumption off the licensed premises.

On June 30, 2020, the Woodburn Police Department received an application of Off-Premises sales liquor license for Denny's Woodburn. The business currently operates as a restaurant and bar at 2919 Tom Tennant Drive in Woodburn, OR 97071.

The hours of operation are 24 hours every single day. The business operates with coin operated games and video lottery machines for entertainment. The establishment has restaurant seating for 105 persons and lounge seating for 44 persons. There is no outdoor seasonal seating. Total number of seating at the business will be for 149 persons. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation of Woodburn Denny's through various police databases and business related databases. No items of concern were located during the check.

FINANCIAL IMPACT:

None.



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
THRU: James C. Ferraris, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for OGA Golf Course Inc.

BACKGROUND:

Applicant: OGA Golf Course Inc.
2850 Hazelnut Drive
Woodburn, OR 97071
503-981-4653

Point of
Contact: Alex Jeli
2850 Hazelnut Drive
Woodburn, OR 97071
503-981-4653

Business: OGA Golf Course
2850 Hazelnut Drive
Woodburn, OR 97071
503-981-4653

Owner(s): Barbara Trammell, Patrick Nibler, Scott Baines, and Patrick Siver

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

License Type(s):

Full On-Premises, Commercial - May sell and serve liquor, beer, wine and cider for consumption on premises. May sell beer, wine and cider in covered containers, "growlers", for off premise consumption. Eligible to apply for pre-approved catered events off the licensed premises and to apply for a "special event" license.

On July 21, 2020, the Woodburn Police Department received an application of Full On-Premises, Commercial sales liquor license for OGA Golf Course. The business currently operates as a golf course, a restaurant and bar and is located at 2850 Hazelnut Drive, in Woodburn, OR 97071. Aside from golf, there will be no other forms of entertainment or music at the location.

The hours of operation are 7 AM to 8 PM Sunday through Saturday. The golf course portion of the business hours are seasonal due to less daylight during winter hours. The restaurant has seating for 70 persons. There is outdoor seating for 40 persons. Total number of seating at the business is 110 persons. The golf course is also considered "on-premises". The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on OGA Golf Course and the above listed owners through various police databases and business related databases. No listed owner has any criminal history and all carry valid driver's licenses. No other items of concern were located during the check.

FINANCIAL IMPACT:

None



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
THRU: James C. Ferraris, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for Fusion 99 Inc.

BACKGROUND:

Applicant: Fusion 99 Inc.
1390 N Pacific Hwy
Woodburn, OR 97071
503-858-7784

Point of
Contact: Andres Londono-Acosta
8710 SW Ash Meadows Road #1115
Wilsonville, OR 97070
503-858-7784

Business: Fusion Restaurant & Lounge
1390 N Pacific Hwy
Woodburn, OR 97071
503-858-7784

Owner(s): Andres Londono-Acosta

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

License Type(s):

Full On-Premises, Commercial - May sell and serve liquor, beer, wine and cider for consumption on premises. May sell beer, wine and cider in covered containers, "growlers", for off premise consumption. Eligible to apply for pre-approved catered events off the licensed premises and to apply for a "special event" license.

On July 21, 2020, the Woodburn Police Department received an application of Full On-Premises, Commercial sales liquor license for Fusion Restaurant & Lounge. The business will operate as a restaurant and bar. The business is located at 1390 N Pacific Hwy, in Woodburn, OR 97071. The business will operate with live music, DJ music, video lottery machines and pool tables as forms of entertainment.

The hours of operation are 10 AM to 2:30 AM, Sunday through Saturday. The business has restaurant seating for 122 persons, lounge seating for 94 persons, banquet seating for 54 persons and outdoor seating for 18 persons. Total number of seating at the business is 270 persons. The days and hours of live music will be 9 PM to 2:30 AM, Friday, Saturday and Sunday. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on Fusion Restaurant & Lounge along with the listed owner, Andres Londono-Acosta. Andres Londono-Acosta has a valid driver's license. In July 2013, Andres Londono-Acosta was arrested and later convicted of misdemeanor Driving Under the Influence (DUI-Alcohol). No other criminal history was located for Andres Londono-Acosta through various police databases and business related databases. No other items of concern were located during the check.

FINANCIAL IMPACT:

None

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
THRU: James C. Ferraris, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for Mango's Bar LLC.

BACKGROUND:

Applicant: Mango's Bar LLC.
347 N Front Street Suite 3
Woodburn, OR 97071
925-566-4170

Point of
Contact: Komal Singh
2560 Lakeview Drive # 3
Eugene, OR 97408
925-566-4170

Business: Mango's Bar
347 N Front Street Suite 3
Woodburn, OR 97071
925-566-4170

Owner(s): Komal Singh

License Type(s):

Full On-Premises, Commercial - May sell and serve liquor, beer, wine and cider for consumption on premises. May sell beer, wine and cider in covered containers, "growlers", for off premise consumption. Eligible to apply for pre-approved catered events off the licensed premises and to apply for a "special event" license.

On July 21, 2020, the Woodburn Police Department received an application of Full On-Premises, Commercial sales liquor license for Mango's Bar. The business will operate as a bar inside the Metropolis Marketplace. The business is located at 347 N Front Street Suite 3. The business will operate with live music, DJ music, video lottery machines, coin operated games, pool tables and dancing as forms of entertainment.

The hours of operation are 11 AM to 2 AM, Sunday through Saturday. The business has a total seating of 61 persons available. There is no outdoor seating. The days and hours of live music will be 9 PM to 2 AM, Friday and Saturday. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation on Mango's Bar along with the listed owner, Komal Singh. Komal Singh has a valid driver's license and no criminal history. During the check of Komal Singh through various police databases an incident was discovered in February 2018, in Eugene. Police responded to an accidental discharge of a firearm in his apartment. The police report indicated that Komal Singh was showing his firearm to a family member and the firearm discharged. No injuries were reported and no criminal charges were filed in this incident. No other items of concern were located during the check.

FINANCIAL IMPACT:

None



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
THRU: James C. Ferraris, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the **Liquor License Application** for B&E 4 LLC.

BACKGROUND:

Applicant: B&E 4 LLC
1542 Mt. Hood Ave.
Woodburn, OR 97071
503-981-3735

Point of
Contact: Alvin R Luke
3695 Devonshire Ave. NE
Salem, OR 97305
503-409-6820

Business: Woodburn Mega Foods
1542 Mt. Hood Ave.
Woodburn, OR 97071
503-981-3735

Owner(s): Julie Ellis

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

License Type(s):

Limited On-Premises - May sell and serve beer, wine, and cider for consumption on the licensed premises. May sell beer in "kegs" for consumption off the licensed premises. May sell beer, wine and cider in a securely covered, "growler", for consumption off the licensed premises.

On August 4, 2020, the Woodburn Police Department received an application of Limited On-Premises sales liquor license for Woodburn Mega Foods. The business currently operates as a grocery store at 1542 Mt. Hood Avenue in Woodburn, OR 97071.

The hours of operation are 5 AM to 12 Am Sunday through Saturday. There is no noted entertainment planned at the business nor seating for customers. The business plans on selling kegs of beer to customers from a refrigerated case located inside. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation of Woodburn Mega Foods and the listed owner through various police databases and business related databases. No items of concern were located during the check.

FINANCIAL IMPACT:

None

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES 2020 Year to Date

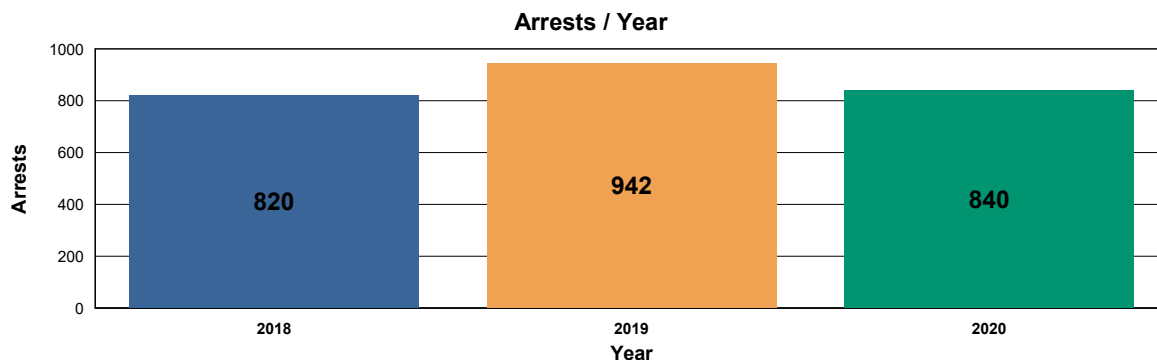
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Total
AGGRAVATED ASSAULT	2	0	0	3	1	4	10
ANIMAL CRUELTY	0	0	0	0	1	0	1
ANIMAL ORDINANCES	2	2	0	0	2	3	9
ARSON	1	0	0	0	0	0	1
ASSAULT SIMPLE	14	7	5	9	8	12	55
BURGLARY - BUSINESS	0	1	0	0	0	0	1
BURGLARY - OTHER STRUCTURE	0	1	0	0	0	0	1
BURGLARY - RESIDENCE	0	1	1	0	0	1	3
CHILD NEGLECT	0	0	0	0	1	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	2	2	3	4	2	0	13
CURFEW	0	0	0	1	0	0	1
CUSTODY - MENTAL	4	0	0	8	4	5	21
DISORDERLY CONDUCT	8	9	5	7	10	3	42
DRINKING IN PUBLIC	0	0	0	0	4	0	4
DRIVING UNDER INFLUENCE	5	9	3	1	3	8	29
DRUG LAW VIOLATIONS	16	17	10	9	21	18	91
DWS/REVOKED - FELONY	0	0	0	0	0	1	1
DWS/REVOKED-MISDEMEANOR	2	1	2	3	3	3	14
ELUDE	0	0	2	4	0	3	9
ESCAPE FROM YOUR CUSTODY	1	1	0	1	0	0	3
EXTORTION/BLACKMAIL	0	1	0	3	0	1	5
FAIL TO DISPLAY OPERATORS LICENSE	0	3	0	1	1	0	5
FAILURE TO REGISTER AS SEX OFFENDER	0	0	1	0	1	0	2
FORCIBLE RAPE	0	0	1	0	0	0	1
FORGERY/COUNTERFEITING	0	1	0	0	1	0	2
FRAUD - BY DECEPTION/FALSE PRETENSES	0	2	0	0	0	0	2
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	1	0	0	1	0	2
FRAUD - OF SERVICES/FALSE PRETENSES	0	0	0	0	0	1	1
FUGITIVE ARREST FOR ANOTHER AGENCY	47	24	23	19	33	35	181
GARBAGE LITTERING	0	0	0	0	1	0	1
HIT AND RUN-MISDEMEANOR	4	4	2	2	1	3	16
IDENTITY THEFT	0	1	0	0	1	0	2
INTIMIDATION /OTHER CRIMINAL THREAT	5	4	2	4	4	5	24
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	0	0	2
MINOR IN POSSESSION	0	1	2	1	0	0	4
MOTOR VEHICLE THEFT	2	4	6	12	7	3	34
OTHER	4	3	6	4	10	3	30
PROPERTY RECOVER FOR OTHER AGENCY	0	0	0	1	0	0	1
RECKLESS DRIVING	2	4	2	4	1	4	17
RECKLESSLY ENDANDERING	3	2	0	2	1	1	9
RESTRAINING ORDER VIOLATION	3	2	0	2	1	0	8
ROBBERY - BUSINESS	0	0	0	0	1	0	1
ROBBERY - CONV.STORE	0	0	0	0	0	1	1
ROBBERY - OTHER	1	1	0	0	0	0	2
ROBBERY - RESIDENCE	1	0	0	0	0	0	1
RUNAWAY	0	1	0	1	0	0	2
SEX CRIME - EXPOSER	1	0	0	0	0	0	1
SEX CRIME - FORCIBLE SODOMY	0	0	1	0	0	0	1
SEX CRIME - INCEST	0	0	1	0	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	2	1	1	0	0	0	4
SEX CRIME - NON-FORCE RAPE	0	0	0	0	0	1	1
STALKER	1	0	0	1	0	1	3
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	2	0	1	1	0	5
SUICIDE	0	0	0	0	0	1	1

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES 2020 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Total
THEFT - BUILDING	0	0	0	3	0	0	3
THEFT - FROM MOTOR VEHICLE	1	1	0	2	0	0	4
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	2	0	0	0	0	0	2
THEFT - OTHER	2	7	3	2	1	0	15
THEFT - SHOPLIFT	4	4	3	0	3	11	25
TRAFFIC VIOLATIONS	7	4	4	1	5	6	27
TRESPASS	8	3	7	7	5	7	37
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	0	1	2	3	1	1	8
VANDALISM	0	1	0	1	1	2	5
VEHICLE RECOVERD FOR OTHER AGENCY	0	0	0	1	3	1	5
WEAPON - CARRY CONCEALED	1	1	2	1	2	0	7
WEAPON - EX FELON IN POSSESSION	0	1	0	0	1	0	2
WEAPON - OTHER	0	0	0	1	0	0	1
WEAPON - POSSESS ILLEGAL	1	1	3	3	1	4	13
WEAPON - SHOOTING IN PROHIBITED AREA	1	0	2	0	0	0	3

	Jan	Feb	Mar	Apr	May	Jun	Total
2020 Total	161	139	105	133	149	153	840
2019 Total	178	115	157	146	172	174	942
2018 Total	187	111	138	136	147	101	820



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2020 Year to Date

CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Total
AGGRAVATED ASSAULT	2	4	0	4	3	6	19
ANIMAL CRUELTY	0	0	0	0	1	1	2
ANIMAL ORDINANCES	2	1	0	0	4	2	9
ARSON	1	1	0	0	0	2	4
ASSAULT SIMPLE	18	16	9	10	15	17	85
BURGLARY - BUSINESS	1	5	1	1	3	3	14
BURGLARY - OTHER STRUCTURE	1	1	3	0	1	1	7
BURGLARY - RESIDENCE	2	8	2	1	0	5	18
CHILD NEGLECT	0	0	0	0	1	0	1
CITY ORDINANCE	0	0	0	1	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	9	23	4	12	15	13	76
CRIMINAL MISTREATMENT	1	0	0	0	0	0	1
CURFEW	0	0	0	1	0	0	1
CUSTODY - MENTAL	5	0	0	8	4	5	22
DISORDERLY CONDUCT	8	6	4	6	5	3	32
DRINKING IN PUBLIC	0	0	0	0	1	0	1
DRIVING UNDER INFLUENCE	5	10	2	1	3	8	29
DRUG LAW VIOLATIONS	13	9	7	9	17	14	69
DRUG PARAPHERNALIA	0	0	0	0	0	1	1
DWS/REVOKED - FELONY	0	0	0	0	0	1	1
DWS/REVOKED-MISDEMEANOR	2	1	2	3	3	3	14
ELUDE	1	2	2	4	1	4	14
ESCAPE FROM YOUR CUSTODY	1	1	1	1	0	0	4
EXTORTION/BLACKMAIL	0	0	0	3	0	1	4
FAIL TO DISPLAY OPERATORS LICENSE	0	3	0	1	1	0	5
FAILURE TO REGISTER AS SEX OFFENDER	0	0	1	0	1	0	2
FORCIBLE RAPE	2	3	3	1	2	6	17
FORGERY/COUNTERFEITING	2	5	4	4	2	3	20
FRAUD - BY DECEPTION/FALSE PRETENSES	3	5	9	2	4	4	27
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	4	2	1	1	1	12
FRAUD - NOT SUFFICIENT FUNDS CHECK	0	0	2	0	0	0	2
FRAUD - OF SERVICES/FALSE PRETENSES	0	0	0	0	0	1	1
FRAUD - WIRE	0	0	0	1	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	35	20	15	13	19	26	128
GARBAGE LITTERING	0	0	0	0	1	0	1
HIT AND RUN FELONY	0	1	0	0	0	0	1
HIT AND RUN-MISDEMEANOR	18	14	9	14	16	18	89
IDENTITY THEFT	3	5	6	1	3	4	22
INTIMIDATION /OTHER CRIMINAL THREAT	3	5	4	1	5	6	24
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	1	0	0	0	0	2
MINOR IN POSSESSION	0	2	2	1	0	0	5
MISCELLANEOUS	24	19	15	12	17	14	101
MOTOR VEHICLE THEFT	8	12	26	31	53	30	160
NON CRIMINAL DOMESTIC DISTURBANCE	15	6	13	21	14	16	85
OTHER	3	4	3	6	8	8	32
PROPERTY - FOUND LOST MISLAID	5	1	4	0	6	3	19
PROPERTY RECOVER FOR OTHER AGENCY	0	0	0	0	1	1	2
PUBLIC HEALTH AND SAFETY ORDINANCES	0	0	0	1	0	0	1
RECKLESS DRIVING	4	6	1	4	2	4	21
RESTRAINING ORDER VIOLATION	5	2	0	2	1	0	10
ROBBERY - BUSINESS	0	1	0	0	1	0	2
ROBBERY - CONV.STORE	0	0	0	0	0	1	1
ROBBERY - HIGHWAY	0	0	1	0	0	0	1
ROBBERY - OTHER	4	2	0	0	0	0	6
RUNAWAY	1	4	1	2	0	2	10
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	1	0	0	0	1	3
SEX CRIME - EXPOSER	0	1	1	0	1	0	3

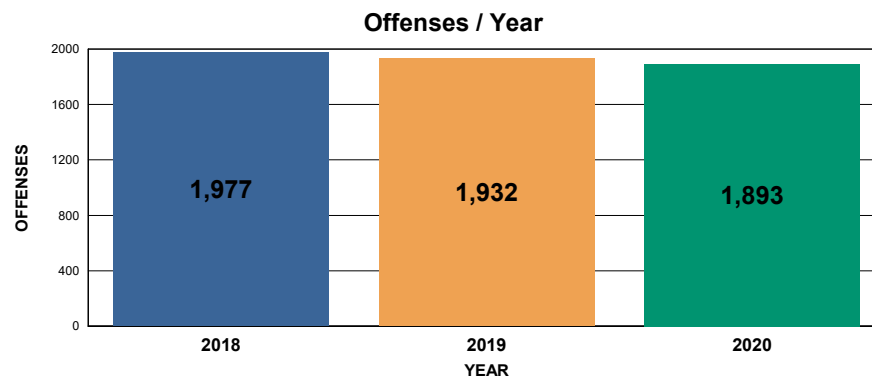
Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2020 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Total
SEX CRIME - FORCIBLE SODOMY	1	0	0	0	0	1	2
SEX CRIME - INCEST	0	0	1	0	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	3	2	2	1	1	1	10
SEX CRIME - NON-FORCE RAPE	0	0	1	0	0	1	2
SEX CRIME - OTHER	1	0	0	0	0	0	1
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	0	0	1	0	0	1	2
STALKER	1	0	0	1	0	3	5
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	2	1	0	1	0	5
SUICIDE	0	0	0	0	0	1	1
THEFT - BICYCLE	2	2	3	3	3	3	16
THEFT - BUILDING	2	4	1	4	0	1	12
THEFT - COIN OP MACHINE	0	2	1	0	1	0	4
THEFT - FROM MOTOR VEHICLE	14	15	18	25	29	18	119
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	4	4	6	5	8	10	37
THEFT - OTHER	15	23	13	7	18	14	90
THEFT - PICKPOCKET	0	1	0	0	0	0	1
THEFT - SHOPLIFT	12	16	8	5	7	16	64
TRAFFIC VIOLATIONS	8	11	6	1	5	4	35
TRESPASS	11	5	5	7	7	8	43
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	2	0	2	0	5	7	16
VANDALISM	14	15	14	22	20	31	116
VEHICLE RECOVERD FOR OTHER AGENCY	1	1	1	7	14	11	35
WEAPON - CARRY CONCEALED	1	1	1	1	2	1	7
WEAPON - EX FELON IN POSSESSION	0	1	1	2	0	1	5
WEAPON - OTHER	0	0	1	0	0	0	1
WEAPON - POSSESS ILLEGAL	1	2	2	2	1	4	12
WEAPON - SHOOTING IN PROHIBITED AREA	1	0	1	1	3	0	6

	Jan	Feb	Mar	Apr	May	Jun	Total
2020 Total	307	322	249	278	361	376	1,893
2019 Total	330	235	325	297	371	374	1,932
2018 Total	409	284	317	342	316	309	1,977



Woodburn Police Department

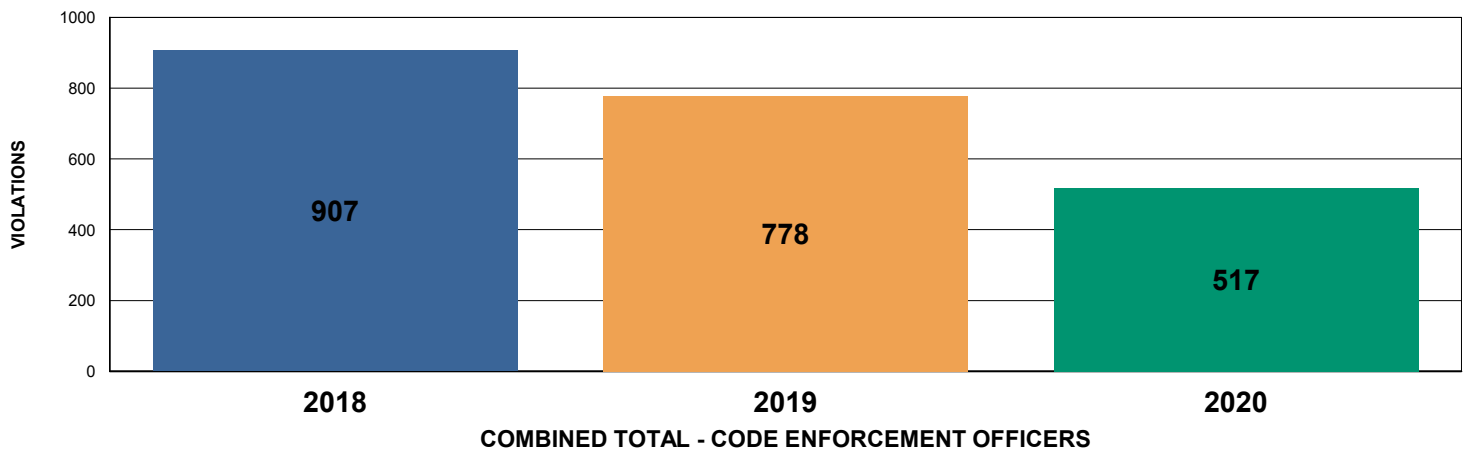
ORDINANCE VIOLATIONS

2020 Year to Date

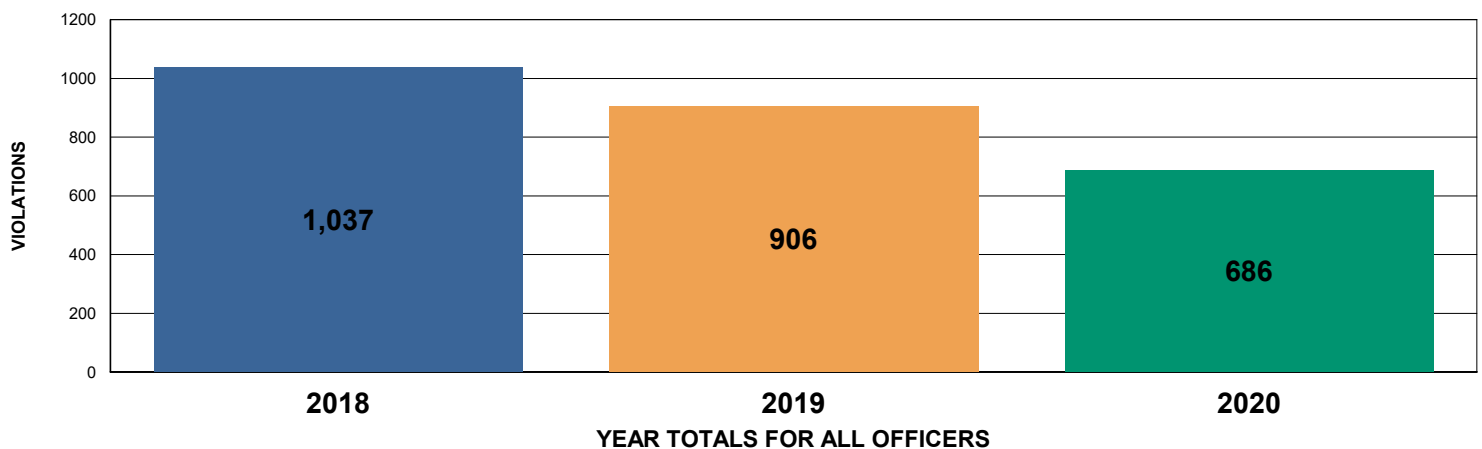
7/20/2020

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Total
Animal Complaint	49	43	35	26	45	37	235
Ordiinance - Abate/Nuisances	0	0	1	2	0	0	3
Ordinance - Abandoned Vehicles	21	47	34	17	21	26	166
Ordinance - Abate Graffiti	4	1	0	1	0	0	6
Ordinance - Land Use Violations	1	2	2	4	7	3	19
Ordinance - Oth Violation	34	28	25	30	26	26	169
Ordinance - Tall Grass	0	0	0	0	57	31	88
2020 Total	109	121	97	80	156	123	686
2019 Total	141	99	148	116	205	197	906
2018 Total	176	133	156	182	223	167	1,037

Ordinance Violations / Code Enforcement Officers



Ordinance Violations / Year



August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
FROM: Jamie Johnk, Economic Development Director
SUBJECT: **Updated Fair Housing Resolution**

RECOMMENDATION:

Adopt the updated Fair Housing Resolution; repealing and replacing Resolution 1346.

BACKGROUND:

The City has been awarded federal HUD grant funding through the Community Development Block Grant program. Federal program rules require that for the City to receive such funding it must have a current Fair Housing Resolution.

In seeking previous rounds of HUD funding the mid-90s, the City adopted Fair Housing Resolution 1346. In reviewing that document, staff determined that certain language for that policy document needed to be updated.

DISCUSSION:

The attached Fair Housing Resolution provides that within the resources available to the City through city, county, state, federal and community volunteer sources, the City of Woodburn will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.

The City will publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders, builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

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

The City's previously adopted Fair Housing Resolution (No. 1346) will be repealed and replaced upon adoption of this Resolution.

FINANCIAL IMPACT:

There will be minimal costs incurred with publishing the Resolution and distributing necessary information and data regarding the Fair Housing Act per HUD's requirements.

COUNCIL BILL NO. 3135

RESOLUTION NO. 2160

A RESOLUTION ADDRESSING FAIR HOUSING ASSISTANCE IN THE CITY OF WOODBURN, AS REQUIRED BY THE OREGON COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND REPEALING AND REPLACING RESOLUTION NO. 1346

WHEREAS, discrimination in the sale, rental, lease, advertising of sale, rental or lease, financing of housing or land to be used for construction of housing, or in the provision of brokerage or rental services because of race, color, religion, sex, disability (physical or mental), familial status (children) or national origin is prohibited by Title VIII of the federal Fair Housing Amendments Act of 1988;

WHEREAS, It is the policy of the City of Woodburn to support the Fair Housing Amendments Act of 1988 and to implement a Fair Housing Program to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex, disability (physical and mental), familial status (1. children, and 2. actual or perceived sexual orientation, gender identity or marital status or its members), or national origin;

WHEREAS, The City of Woodburn is the recipient of a Community Development Block Grant for the FY 2019-2020;

WHEREAS, the Oregon Community Development Program and the United States Department of Housing and Urban Development require that this resolution be adopted to replace the City's previously adopted Fair Housing Resolution (No. 1346); **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That within the resources available to the City through city, county, state, federal and community volunteer sources, the City of Woodburn will assist all persons who feel they have been discriminated against because of race, color, religion, sex, disability (physical and mental), familial status (children) or national origin in the process of filing a complaint with the Oregon Civil Rights Division or the U.S. Department of Housing and Urban Development, Seattle Regional Office Compliance Division, that they may seek equity under federal and state laws.

Section 2. That the City shall publicize this Resolution and through this publicity shall cause real estate brokers and sellers, private home sellers, rental owners, rental property managers, real estate and rental advertisers, lenders,

builders, developers, home buyers and home or apartment renters to become aware of their respective responsibilities and rights under the Fair Housing Amendments Act of 1988 and any applicable state or local laws or ordinances.

Section 3. THE FAIR HOUSING PROGRAM, for the purpose of informing those affected of their respective responsibilities and rights concerning Fair Housing law and complaint procedures, will at a minimum include, but not be limited to: 1) the printing, publicizing and distribution of this Resolution; 2) the distribution of posters, flyers, pamphlets and other applicable Fair Housing information provided by local, state and federal sources, through local media of community contacts; and 3) the publicizing of locations where assistance will be provided to those seeking to file a discrimination complaint.

Section 4. The City's previously adopted Fair Housing Resolution (No. 1346) is hereby repealed and replaced upon adoption of this Resolution.

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

August 10, 2020

TO: Honorable Mayor and Members of the City Council

FROM: Scott C. Derickson, City Administrator
Jim Ferraris, Chief of Police

SUBJECT: **Mayor's Pledge Regarding Use of Force Resolution**

RECOMMENDATION

Consider the adoption of the attached *Resolution Adopting the "Mayor's Pledge" Related to the Use of Force and Authorizing the Mayor's Signature On-line*.

DISCUSSION

During the City Council's July 27, 2020 Work Session it was suggested and discussed that the City Council consider the Obama Foundations "Mayor's Pledge," which outlines four areas of recommended actions associated with use of Force Policies. In addition, the resolution authorizes the Mayor's signature on the Obama Foundation's pledge found on their website. After reviewing Woodburn's current use of force policy management and practices, it is being suggested that the four action steps, included in the resolution, for the Council to consider include:

- The Woodburn City Council hereby formalizes its practice of receiving and reviewing the Woodburn Police Department's Use of Force Policies and Annual Use of Force Report during a public City Council Meeting.
- The City Council welcomes and encourages community feedback on the City's Use of Force Policies and Annual Use of Force Report.
- The City Council hereby formalizes the City's practice of ensuring use of police policies and the Annual Use of Force report are available and accessible to the public on the City's website, or in writing, whenever requested by a member of the public free of charge.

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

- The City Council supports the Woodburn Police Department's Use of Force Policies being reformed and updated as needed to be consistent with national best practices and standards, the best interest of the Woodburn community and police officer safety.

FINANCIAL IMPACT

None

COUNCIL BILL NO. 3136

RESOLUTION NO. 2161

A RESOLUTION ADOPTING THE “MAYOR’S PLEDGE” RELATED TO USE OF FORCE AND AUTHORIZING THE MAYOR TO SIGN THE MAYOR’S PLEDGE ON-LINE

WHEREAS, the City Council discussed the Obama Foundation’s Mayor’s Pledge during their July 27, 2020, Work Session, recognizing the importance of community, police and City Council relationships, especially in communities of color; and

WHEREAS, City Councils are uniquely positioned to influence and establish policies, with guidance and limits on police use of force that protect both police officers and the public; and

WHEREAS, being a community of color, with diverse cultures, languages and heritages, we find that adopting the Obama Foundation’s pledge will be beneficial to Woodburn, **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. REVIEW: The Woodburn City Council hereby formalizes its practice of receiving and reviewing the Woodburn Police Department’s Use of Force Policies and Annual Use of Force Report during a public City Council Meeting.

Section 2. ENGAGE: The City Council welcomes and encourages community feedback on the City’s Use of Force Policies and Annual Use of Force Report.

Section 3. REPORT: The City Council hereby formalizes the City’s practice of ensuring use of police policies and the Annual Use of Force report are available and accessible to the public on the City’s website, or in writing, whenever requested by a member of the public free of charge.

Section 4. REFORM: The City Council supports the Woodburn Police Department’s Use of Force Policies being reformed and updated as needed to be consistent with national best practices and standards, the best interest of the Woodburn community and police officer safety.

Section 5. AUTHORIZATION TO SIGN PLEDGE: Based upon the foregoing, the Mayor is hereby authorized to sign the Mayor’s Pledge on behalf of the City of Woodburn found at the Obama Foundation’s website: www.obama.org.

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



Agenda Item

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator
FROM: Jim Row, Assistant City Administrator
SUBJECT: **Sale of Property Located at 11842 NE Chateau Dr.**

RECOMMENDATION:

Authorize the City Administrator to enter into a Purchase and Sale Agreement and transfer title of City owned property located at 11842 Chateau Dr. NE, Woodburn, OR 97071 to Rubin Ramirez Guzman and Luz M. Ramirez-Tarin by means of a Statutory Warranty Deed.

BACKGROUND:

Consistent with their adopted FY 14/15 Goals, in October 2015, the City Conducted a public hearing and declared seven City owned parcels as surplus, which was the first step required by the City in order to market and sell properties for which it had no further public purpose in owning. To date, two of the original seven parcels have been sold – 347 N. Front St (Association Building) was sold to Novera LLC in 2016 and 1750 Park Ave (vacant parcel) was sold to Farmworker Housing Development Corporation in 2018.

Earlier this year, Rubin Ramirez Guzman and Luz M. Ramirez-Tarin (Buyers) contacted the City and subsequently submitted an offer to purchase the subject property, which is located on the Chateau Ranchettes development. After receiving the offer, City Staff contacted the Marion County Assessor's office with questions about the Real Market Value (RMV) assigned to the property.

The Assessor's office staff indicated that they erroneously assigned a value to a structure (the former well house), which no longer exists on the site. Additionally, they indicated that the vacant parcel should carry a value less than that of other parcels in the development, because it does not currently have water and sewer utilities onsite. After these adjustments, the Assessor's office indicated that they would reduce the RMV of the subject property from \$73,430 to \$50,000.

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

According to the Assessor's office, the new value will be effective January 1, 2020, however it won't be reflected on their website until 2020 property values are certified this coming fall. City staff were comfortable with the amended value assignment and did not find it necessary to conduct a formal appraisal. After a brief negotiation, the Buyers agreed to increase their offering price from \$45,000 to \$50,000.

DISCUSSION:

Utilizing American Recovery and Reinvestment Act (ARRA) funds received in 2009, the City extended municipal water service to the Shalimar, Driftwood, and Chateau Ranchettes mobile home developments. These projects were deemed necessary by the City, since the well water systems at all three developments fell out of compliance with EPA standards. A component of the project in the Chateau Ranchettes development included the City decommissioning the existing drinking water well. The City purchased the site where the well existed prior to conducting the decommissioning efforts. Once the well was decommissioned, the parcel served no further public purpose, and was eventually declared surplus by the City Council.

FINANCIAL IMPACT:

The \$50,000 in proceeds from the sale will be receipted to the General Fund, which supports general City services, such as police, parks and the Library.

Enclosures:

Purchase and Sale Agreement

PURCHASE & SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this ___ day of _____, 2020 ("Effective Date"), by and between the City of Woodburn, an Oregon municipal corporation ("Seller") and Ruben Ramirez Guzman and Luz M. Ramirez-Tarin, individuals ("Buyer") (collectively the "Parties").

RECITALS

- A. Seller owns fee-simple title to real property generally located at 11842 Chateau Dr. NE, Woodburn, Oregon, more particularly described in Exhibit A (the "Property").
- B. Both Parties have agreed to execute this Purchase and Sale Agreement in the form and including the terms and conditions set out in this Agreement.

The Parties agrees as follows:

AGREEMENT

1. Purchase and Sale, Price, and Payment.

1.1. Purchase and Sale. For and in consideration of the Purchase Price (as defined in Section 1.2) and the mutual promises, covenants, representations, and warranties contained in this Agreement, Seller shall sell and convey, and the Buyer shall purchase the real property, together with all improvements, generally located at 11842 Chateau Dr. NE, Woodburn, Oregon, more particularly described in Exhibit A (the "Property").

1.2. Purchase Price. Buyer shall pay the Seller the amount of fifty thousand and 0/100 dollars (\$50,000.00) as consideration for purchase of the Property (the "Purchase Price").

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

2. Escrow and Closing.

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

2.2. Closing.

2.2.1 Closing Date. The consummation of the purchase and sale of the Property (the "Closing") will occur within ten (10) days after satisfaction or waiver of the Buyer's conditions to Closing set forth in Section 4.1 below, and no later than October 31, 2020. The term "Closing Date" means the date of Closing. The Closing will be conducted through escrow with the Escrow Agent (it being the intention of the Parties that all closing documentation and funds will be delivered to the Escrow Agent).

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

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

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

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

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

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

2.3 Risk of Loss. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective

Date through Closing will be on Seller and thereafter will be on Buyer. Seller will immediately notify Buyer in writing of any such loss. Buyer shall notify Seller, in writing, within fifteen (15) days of Buyer's receipt of Seller's notice whether Buyer shall proceed to Closing. Buyer's failure to notify Seller that it will proceed to Closing shall constitute notice of disapproval of the loss. If Buyer disapproves of the loss, Seller shall pay any cancellation fee or other cost of the Title Company and this Agreement shall terminate and all rights and obligations of the Parties shall terminate.

3. Title.

3.1. Title Review.

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

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

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

3.1.4. Buyer's Rights. If Seller does not agree to cure or remove all exceptions disapproved by Buyer, Buyer shall have ten (10) days from Buyer's receipt of Seller's notice of the same or, if Seller has not provided such notice, then within ten (10) days of the deadline to provide it under Section 3.1.3 to notify Seller, in writing, whether it will in its sole discretion, waive such objections and close the transaction or terminate this Agreement. Buyer's failure to give such notice shall constitute Buyer's election to waive its objections and close the transaction. In that event, the disapproved exceptions shall become Permitted Exceptions. If Buyer elects to terminate this Agreement, Seller shall

pay any cancellation fee or other cost to the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

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

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

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

4. Conditions to Closing.

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

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

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

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

4.1.4. Inspection Contingency. Buyer has thirty (30) days following the Effective Date (the "Review Period") to satisfy itself concerning all aspects of the Property, including, without limitation, the physical condition thereof; the availability of any governmental permits and approvals; and the feasibility of using the Property for Buyer's intended use. Buyer has the right to perform any tests, inspections, and feasibility studies on the Property as Buyer may deem necessary; provided, however, that Buyer will not conduct any environmental assessment that would require soils analysis, groundwater testing, or other studies commonly associated with a Environmental Site Assessment without the prior written consent of Seller in each instance, which consent may be withheld or conditioned in Seller's sole discretion. All costs and expenses of all of Buyer's tests,

inspections, and studies will be paid by Buyer when due, regardless of whether this transaction closes.

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

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

4.1.6. Taxes and Liens. Seller shall not be responsible for the payment of any taxes and assessments that are levied against the Property after the Closing Date.

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

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

5. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

7. SELLER PROPERTY DISCLOSURE LAW. Buyer and Seller acknowledge that, subject to certain exclusions, Oregon's Seller Property Disclosure Law (ORS 105.462 – 105.490) applies only to real property transactions improved with 1-to-4 family dwellings, and does not apply to transactions involving vacant land.

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

9. Modifications and Integration. No modification, amendment, discharge or change of this Agreement, except as otherwise provided, shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, amendment, discharge or change is sought. This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of the Property, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to the Property.

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

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

11.1. For Seller: City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071.

11.2. For Buyer: Ruben Ramirez Guzman & Luz M. Ramirez-Tarin, 11831 Chateau Dr. NE, Woodburn, OR 97071.

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

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

14. Remedies. TIME IS OF THE ESSENCE REGARDING THIS AGREEMENT. If either Party fails to deliver necessary funds or documents, or fails to consummate the transaction by October 31, 2020, the Purchase Price, if deposited with the Escrow Agent, will be refunded to Buyer, this Agreement shall be null and void, and the parties shall have no further liability to the other arising out of this transaction.

[SIGNATURES FOLLOW ON NEXT PAGES]

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

SELLER:

CITY OF WOODBURN,
an Oregon Municipal Corporation

Scott Derickson, City Administrator

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2020,
by _____ as the _____
of _____.

(Print Name)
Notary Public
My appointment expires: _____

BUYER:

RUBEN RAMIREZ GUZMAN & LUZ M. RAMIREZ-TARIN,
individuals

Ruben Ramirez Guzman

Luz M. Ramirez-Tarin

Date

Date

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2020,
by _____.

(Print Name)
Notary Public
My appointment expires: _____

STATE OF OREGON)
) ss.
COUNTY OF MARION)

The foregoing instrument was acknowledged before me on this __ day of _____, 2020,
by _____.

(Print Name)
Notary Public
My appointment expires: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

August 10, 2020

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director *CK,*

SUBJECT: **Call-Up Briefing: Planning Division Staff Approval of a Preliminary Partition of Parcel 1, Partition Plat 2019-063 (Phase 1B of Smith Creek)**

RECOMMENDATION:

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

BACKGROUND:

The property owner through Stafford Land Company and Ordinance No. 2565 (2018) annexed territory including the subject property and obtained approval of a planned unit development (PUD), preliminary subdivision, and ancillary applications for the Smith Creek Development via the Final Order of November 14, 2018. The approval included a phasing plan covering nine phases.

This two-lot partition relates to Phase 1B of the Smith Creek Development project. Notably, the 2018 Final Order did not include development on this phase beyond public improvements like street and trail connections and a stormwater detention pond. The applicant therefore pursued this partition in order to prepare the land for future development.

No changes to the Smith Creek Development project and no development or establishment of any new land uses were proposed through this partition.