

# CITY OF WOODBURN

## CITY COUNCIL AGENDA

NOVEMBER 12, 2019– 7:00 P.M.

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

CITY HALL COUNCIL CHAMBERS – 270 MONTGOMERY STREET

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

Announcements:

- A. City Hall will be closed November 28 and 29 for the Thanksgiving Holiday.

The Library will be closed November 28 but will be open from 10 a.m. to 2 p.m. on Friday, November 29.

The Aquatic Center will be closed November 28 but will be open from 7 a.m. to 6 p.m. on Friday, November 29.

Transit Services will be closed on November 28 but will be open normal business hours on Friday, November 29.

- B. The City Council meeting scheduled for November 25, 2019 is cancelled. The next City Council meeting will take place on December 9, 2019 at 7:00 p.m.

Appointments:

None.

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

None.

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

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

7. PROCLAMATIONS/PRESENTATIONS

Proclamations:

None.

Presentations:

None.

8. COMMUNICATIONS

None.

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

10. **CONSENT AGENDA** – *Items listed on the consent agenda are considered routine and may be adopted by one motion. Any item may be removed for discussion at the request of a Council member.*

A. **Woodburn City Council minutes of October 28, 2019** 1  
Recommended Action: Approve the minutes.

B. **Acceptance of a Temporary Public Utility Easement at 1800 W. Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)** 4  
Recommended Action: Accept the dedication of a temporary public utility easement granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

C. **Acceptance of Two Public Utility Easements at 1800 W. Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)** 9  
Recommended Action: Accept the dedication of two public utility easements granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

D. **Acceptance of two Warranty Deeds at 1800 W Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)** 18  
Recommended Action: Accept two right-of-way dedications granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

E. **Woodburn-Gervais Enterprise Zone 5-year Tax Abatement Agreement with Grating Pacific, LLC** 27

Recommended Action: Authorize an Agreement with Grating Pacific, LLC for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone.

**F. Woodburn-Gervais Enterprise Zone 5-year Tax Abatement Agreement with I & E Construction, Inc. 39**

Recommended Action: Authorize an Agreement with I & E Construction, Inc. for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone.

**11. TABLED BUSINESS**

None.

**12. PUBLIC HEARINGS/GENERAL BUSINESS** – *Members of the public wishing to comment on items of general business must complete and submit a speaker's card to the City Recorder prior to commencing this portion of the Council's agenda. Comment time will be limited to 3 minutes.*

**A. PUBLIC HEARING 54**

**Republic Service Rate Increase**

Recommended Action: Conduct a Public Hearing pursuant to [Ordinance 2552](#) (Solid Waste Management Ordinance) to examine and consider the revised rate schedule and corresponding request for a rate increase proposed by United Disposal Service, Inc. dba Republic Services of Marion County-Woodburn (Republic Services).

**B. Council Bill No. 3112 - A Resolution Approving an Adjusted Rate Schedule for Providing Solid Waste Service Within the City of Woodburn and Repealing Resolution 2087 70**

Recommended Action: Consider the proposed resolution authorizing rate increases of 12% for residential, commercial, and industrial customers, effective January 1, 2020.

**C. PUBLIC HEARING 77**

**FY 2019/20 SUPPLEMENTAL BUDGET REQUEST FOR CREATION OF PERS SIDE ACCOUNT**

Recommended Action: Hold a public hearing on the FY 2019-20 Supplemental Budget Request.

**D. Council Bill No. 3113 – A FY 2019-2020 Resolution Approving \$733,333 in Transfers of Appropriations in Various Funds and Approving the Creation of a Side Account Through the Contribution of \$2,823,043 to 81**

**PERS**

Recommended Action: adopt the attached resolution approving a supplemental budget in the amount of \$733,333.

**E. PUBLIC HEARING 84**

**Expansion of the Woodburn-Gervais Enterprise Zone**

Recommended Action: Conduct a public hearing on expanding the Woodburn-Gervais Enterprise Zone to include the 108 acres of recently annexed industrial land located in the Southwest Industrial Reserve (SWIR) area west of I-5.

**F. Council Bill No. 3114 - A Resolution for Woodburn-Gervais Enterprise Zone Boundary Change 90**

Recommended Action: Consider the attached resolution recommending that the boundary of the Woodburn-Gervais Enterprise Zone be expanded.

**G. Award a Contract for Final Design Services for the I-5 Pump Station and Force Main Upgrades to Murraysmith, Inc. 99**

Recommended Action: Award a Contract for final design services for the I-5 Pump Station and Force Main Upgrades for \$537,850.00 to Murraysmith, Inc. and authorize the City Administrator to sign the Agreement.

**H. PUBLIC HEARING 101**

**Pacific Valley Apartments DR 2019-03**

Recommended Action: Consider the staff memo and its attachments and testimony and uphold the Planning Commission approval with conditions.

*Alternate Outcomes*

The Council may instead act on the land use application to:

1. Approve with modified conditions; or
2. Deny, based on WDO criteria or other City provisions.

**13. 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 Commission Approval of a Modification to Conditions of Approval for Salem Health Clinic at 105 N. Arney Rd (MOC 2019-01) 218**

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.

- B. Call-Up Briefing: Planning Commission Approval of Conditional Use, Design Review, Street Exception, and Variance Applications for Heritage Elementary School at 440 Parr Rd (CU 2019-02, DR 2019-02, EXCP 2019-02, & VAR 2019-01) 219**

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.

- C. Call-Up Briefing: Planning Commission Approval of Conditional Use, Design Review, Street Exception, and Variance Applications for Lincoln Elementary School at 965 & 1041 N. Boones Ferry Rd (CU 2019-06, DR 2019-08, EXCP 2019-04, & VAR 2019-06) 221**

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.

**14. CITY ADMINISTRATOR'S REPORT**

**15. MAYOR AND COUNCIL REPORTS**

**16. EXECUTIVE SESSION**

None.

**17. 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  
OCTOBER 28, 2019**

**DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 28, 2019**

**CONVENED** The meeting convened at 7:02 p.m. with Mayor Swenson presiding.

**ROLL CALL**

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

**Staff Present:** City Administrator Derickson, City Attorney Shields, Economic Development Director Johnk, Operations Director Stultz, Community Development Director Kerr, Economic Development Assistant Setzer, Lieutenant Shadrin, Communications Coordinator Moore, Senior Planner Cortes, City Recorder Pierson

**ANNOUNCEMENTS**

City Hall, the Library, and the Aquatic Center will be closed on November 11 in observance of Veterans Day.

The City Council meeting scheduled for Monday, November 11 has been moved to Tuesday, November 12.

The Aquatic Center will be closed from November 11-15 for maintenance projects to be completed.

**COMMUNITY/GOVERNMENT ORGANIZATIONS**

John Zobrist, Interim Director of the Woodburn Area Chamber of Commerce and Economic Development Assistant Setzer provided a presentation on the Tourism Advisory Committee events they have been working on and their goals moving forward.

**PROCLAMATION**

Mayor Swenson read a proclamation declaring November 2019 as Small Business Month.

**PRESENTATIONS**

Housing Needs Analysis Work Session - Senior Planner Cortes provided a staff report. Tim Wood with FCS Group, provided information to the City Council on the Housing Needs Analysis. Councilors provided comments and asked questions. Carney stated that he is pleased with the document but his preference is that it is submitted without Appendix B.

## **COUNCIL MEETING MINUTES OCTOBER 28, 2019**

John Morgan stated that the November 2, 2019 Goal Setting follow up retreat will include a review of the City Council's goals and the status of them, what is working and what City Councilors would like to discuss. Councilor Carney stated that he would like to review policy and procedures. Councilor Cornwell stated that she would like discuss the Council's goal of finding innovative funding sources. Councilor Ellsworth stated that she would like focus on where the City is going in the next 20 years and how we move forward with our goals and some relationship building. Councilor Schaub stated that she was hoping to go over the strategic goals and what's been accomplished and also go over the policy and procedures. Mayor Swenson added that he would like to discuss the roles of the Mayor, Council and staff.

### **BUSINESS FROM THE PUBLIC**

Brett George spoke in favor of the Housing Needs Analysis.

### **CONSENT AGENDA**

- A. Woodburn City Council minutes of October 14, 2019,
- B. Woodburn Planning Commission minutes of September 26, 2019,
- C. Community Center Citizens Advisory Committee minutes of September 4, 2019,
- D. Woodburn Recreation and Park Board minutes of September 19, 2019,
- E. Crime Statistics through September 2019.

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

### **COUNCIL BILL NO. 3111 - A RESOLUTION ESTABLISHING THE CITY OF WOODBURN'S 2020 U.S. CENSUS COMPLETE COUNT COMMITTEE**

**Carney** introduced Council Bill No. 3111. 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. 3111 duly passed.

### **CALL-UP BRIEFING: PLANNING COMMISSION APPROVAL OF DESIGN REVIEW, PROPERTY LINE ADJUSTMENT, AND VARIANCE APPLICATIONS FOR PACIFIC VALLEY APARTMENTS AT 1310 & 1340 N. PACIFIC HWY (DR 2019-03, PLA 2019-03, & VAR 2019-02)**

Community Development Director Kerr provided a staff report.

Fred Muraviov, 1297 Greenview Dr. stated that he is in favor of the City Council calling this item up for review.

Ulf Bjorkland, 1281 Greenview Dr., spoke about the impacts these apartments would have on him and suggested an alternate plan.

Kim Bjorklund, 1281 Greenview Dr., spoke about the impacts the apartments will have on her home and stated that she would like to see an alternate plan.

Sandra Camacho, 1235 Greenview Dr., spoke about the impacts this apartment will have on



**COUNCIL MEETING MINUTES  
OCTOBER 28, 2019**

them.

Craig Ronhouson, expressed his concerns for this project and the impacts the traffic will have on the neighborhood.

Alex Muraviov, 1297 Greenview Dr., stated that there is an ordinance in regards to these properties that refers to keeping their privacy and to protect these properties from shadowing.

**Cornwell/Carney...** call up item for review. On roll call the vote was 2-2 with Councilors Ellsworth and Schaub voting nay. Mayor Swenson voted aye to break the tie and pass the motion. Community Development Director Kerr stated that he will set the public hearing for the City Councils November 12, meeting.

**CITY ADMINISTRATOR'S REPORT**

The City Administrator reported the following:

- Attended the ICMA conference last week and that it was very worthwhile.
- Notices will be going out to the public who are putting yard debris in the right-of-ways as this is an ordinance violation.
- Leaf drop off this year will be at Legion Park

**MAYOR AND COUNCIL REPORTS**

Councilor Cornwell stated that she looks forward to Saturday's meeting.

Mayor Swenson stated that he attended the Love Inc. Banquet.

**ADJOURNMENT**

**Ellsworth/Schaub...** meeting be adjourned. The motion passed unanimously. The meeting adjourned at 9:02 p.m.

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

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



# Agenda Item

November 12, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of a Temporary Public Utility Easement at 1800 W. Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)**

**RECOMMENDATION:**

Accept the dedication of a temporary public utility easement granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

**BACKGROUND:**

The property owner is required to provide the temporary public utility easement in order to satisfy the conditions of approval of Design Review (CU 2019-04).

**DISCUSSION:**

The temporary public utility easement is a 10-foot wide easement dedication located 5' west of the easterly property boundary, adjacent to the future road named Killian Springs Parkway. The 10-foot wide public utility easement provides a temporary construction easement to construct public utilities.

**FINANCIAL IMPACT:**

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

**ATTACHMENTS**

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

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

AFTER RECORDING RETURN TO:

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

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

WOODBURN SCHOOL DISTRICT #103, an Oregon public school district, GRANTOR, grants to the CITY OF WOODBURN, OREGON, hereinafter called CITY, a Temporary construction easement to construct public utilities on the following described land:

*See attached Exhibit "A" Legal Description of Temporary Construction Easement and attached Exhibit "B" Sketch for Legal Description of Temporary Construction 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.

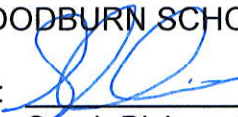
Upon completion of the construction, CITY shall restore the surface of the property to its original condition and shall indemnify and hold GRANTOR harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein.

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

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

DATED this 5<sup>th</sup> day of November 2019.

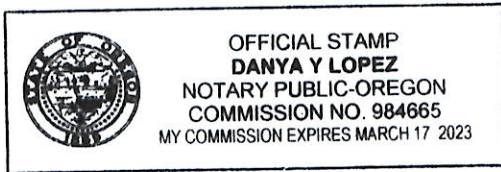
WOODBURN SCHOOL DISTRICT #103

BY:   
Sarah Bishop, Director Business

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion) ss.

The foregoing instrument was acknowledged before me this 5 day of November 2019 by Sarah Bishop, Director of Business WOODBURN SCHOOL DISTRICT #103 an Oregon public school district and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Danya Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17 2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

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(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

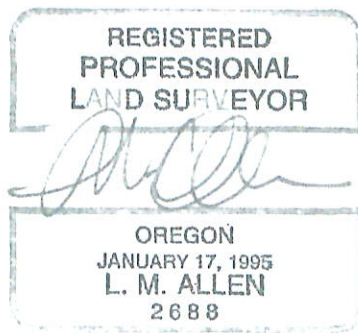
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Heather Pierson

EXHIBIT A

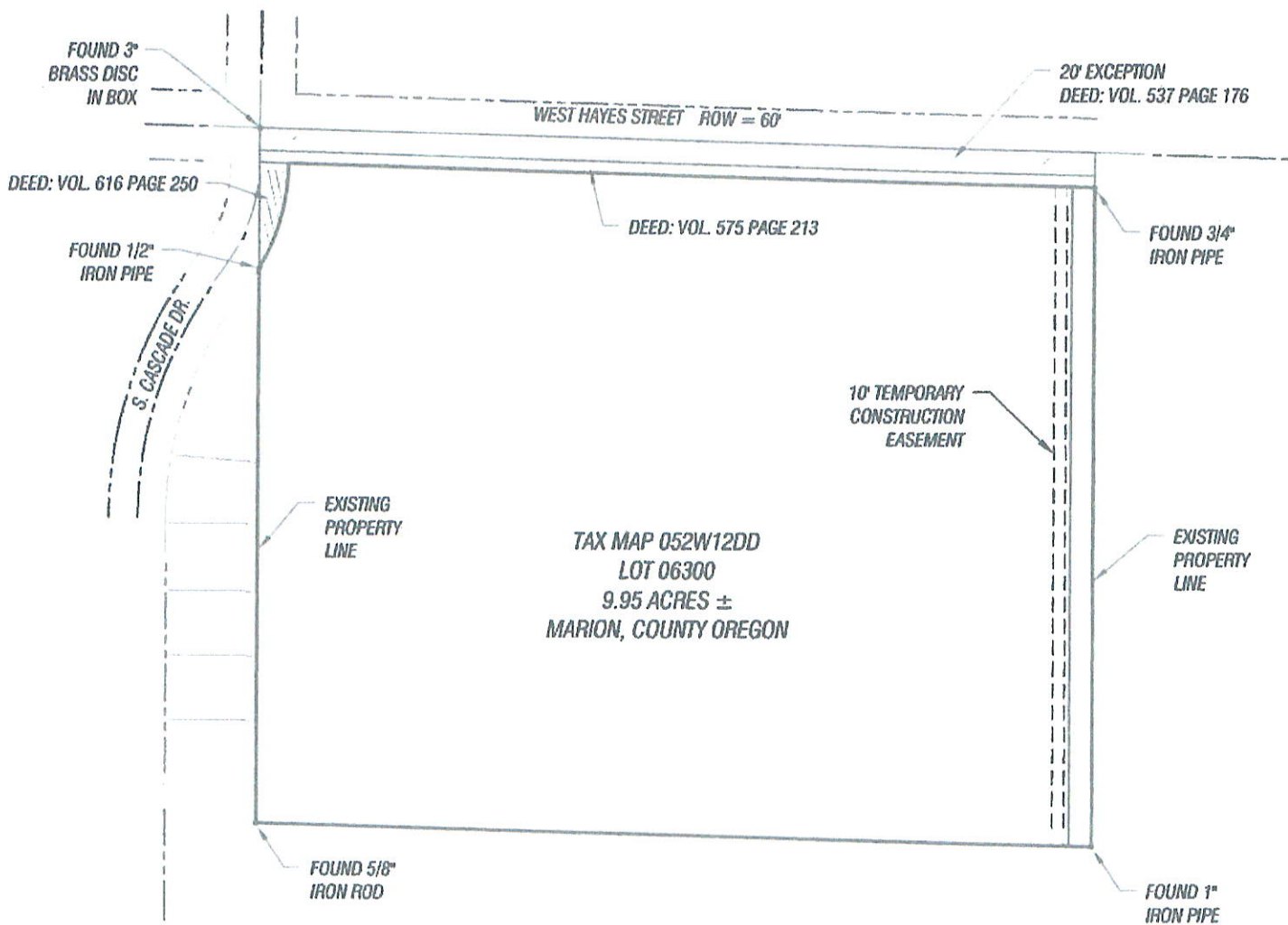
TEMPORARY CONSTRUCTION EASEMENT

THE WEST 10.00 FEET OF EAST 35.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 537 AT PAGE 176 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON.



EXP. 12-31-19

P:\15-153 Survey\15-153 JJ Harri Co - Woodburn School\new folder (2)\15-153\_Harri utility.dwg PLOT DATE/TIME: 10/21/2010 - 2:15pm



**EXHIBIT B**

**10' TEMPORARY CONSTRUCTION EASEMENT (EAST LINE)**

**LEI ENGINEERING & SURVEYING OF OREGON**

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

SCALE:	1" = 150'
PROJECT NO.:	15-153
DATE:	1. 2-2010
PAGE:	2 OF 2

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

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

EXPIRES 12/31/2019



# Agenda Item

November 12, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of Two Public Utility Easements at 1800 W. Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)**

**RECOMMENDATION:**

Accept the dedication of two public utility easements granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

**BACKGROUND:**

The property owner is required to provide two public utility easements in order to satisfy the conditions of approval of Design Review (CU 2019-04).

**DISCUSSION:**

The first easement is a 5-foot wide public utility easement dedication located along the easterly property boundary, adjacent to the future road named Killian Springs Parkway. The second easement is a 5-foot wide public utility easement dedication located at the northwest corner of the property boundary. The 5-foot wide public utility easements provide a permanent easement and right-of-way to construct, reconstruct, and operate public and franchised utilities.

**FINANCIAL IMPACT:**

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

**ATTACHMENTS**

A Copy of the two Public Utility Easement documents is included as Exhibit "A" and Exhibit "B" for each dedication.

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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**

WOODBURN SCHOOL DISTRICT #103, an Oregon public school district, 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 dollars and cents (\$0.00), and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

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

DATED this 5<sup>th</sup> day of November 2019.

WOODBURN SCHOOL DISTRICT #103

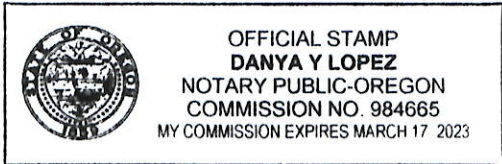
BY:   
Sarah Bishop, Director Business



CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion) ss.

The foregoing instrument was acknowledged before me this 5 day of November 2019 by Sarah Bishop, Director of Business WOODBURN SCHOOL DISTRICT #103 an Oregon public school district and the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.



Danya Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17 2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

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(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

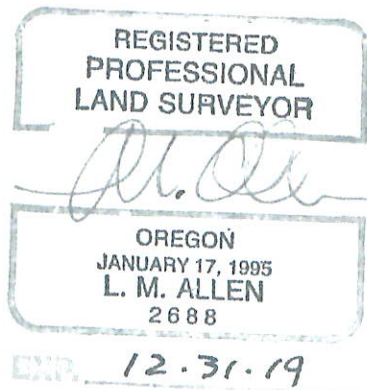
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Heather Pierson

EXHIBIT A

*PUBLIC UTILITY EASEMENT*

*THE WEST 5.00 FEET OF EAST 25.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 537 AT PAGE 176 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON.*





AFTER RECORDING RETURN TO:

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

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

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*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 dollars and cents (\$0.00), and other valuable consideration, the receipt of which is acknowledged by GRANTOR.

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

DATED this 5<sup>th</sup> day of November 2019.

WOODBURN SCHOOL DISTRICT #103

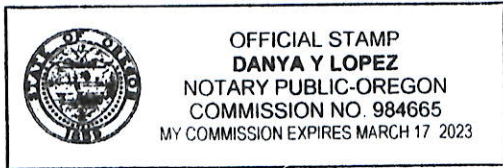
BY: 

Sarah Bishop, Director Business

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion) ss.

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Danya Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17 / 2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

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(Grantee's Name and Address)

Accepted on behalf of the City of Woodburn:

City Recorder:

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Heather Pierson

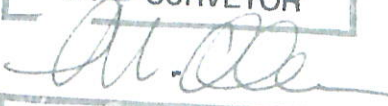
**EXHIBIT A**

**CASCADE DRIVE PUBLIC UTILITY EASEMENT**

A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 537 AT PAGE 176 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON AND AS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DEEDED TRACT THENCE S 00°45' 00" W ON THE WEST LINE OF SAID DEEDED TRACT A DISTANCE OF 10.00 FEET, THENCE S 88°46'40" E PARALLEL WITH THE NORTH LINE OF SAID DEEDED TRACT A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND BEING DESCRIBED HEREIN, THENCE ON THE CURVE OF AN ARC CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS N 89°25'29" W AT A DISTANCE OF 187.79 FEET THROUGH A CENTRAL ANGLE OF 35°23'56" FOR AN ARC DISTANCE OF 116.02 FEET TO WEST LINE OF SAID DEEDED TRACT, THENCE N 00°45'00" E ON SAID WEST LINE A DISTANCE OF 8.84 FEET, THENCE ON THE CURVE OF AN ARC CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS N 54°01'52" W AT A DISTANCE OF 182.79 FEET THROUGH A CENTRAL ANGLE OF 35°25'00" FOR AN ARC DISTANCE OF 112.99 FEET TO A POINT 10.00 FEET SOUTH OF THE NORTH LINE OF SAID DEEDED TRACT, THENCE S 88°46'40" E PARALLEL WITH AND DISTANT 10.00 FEET SOUTH OF SAID NORTH LINE A DISTANCE OF 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND BEING DESCRIBED HEREIN.

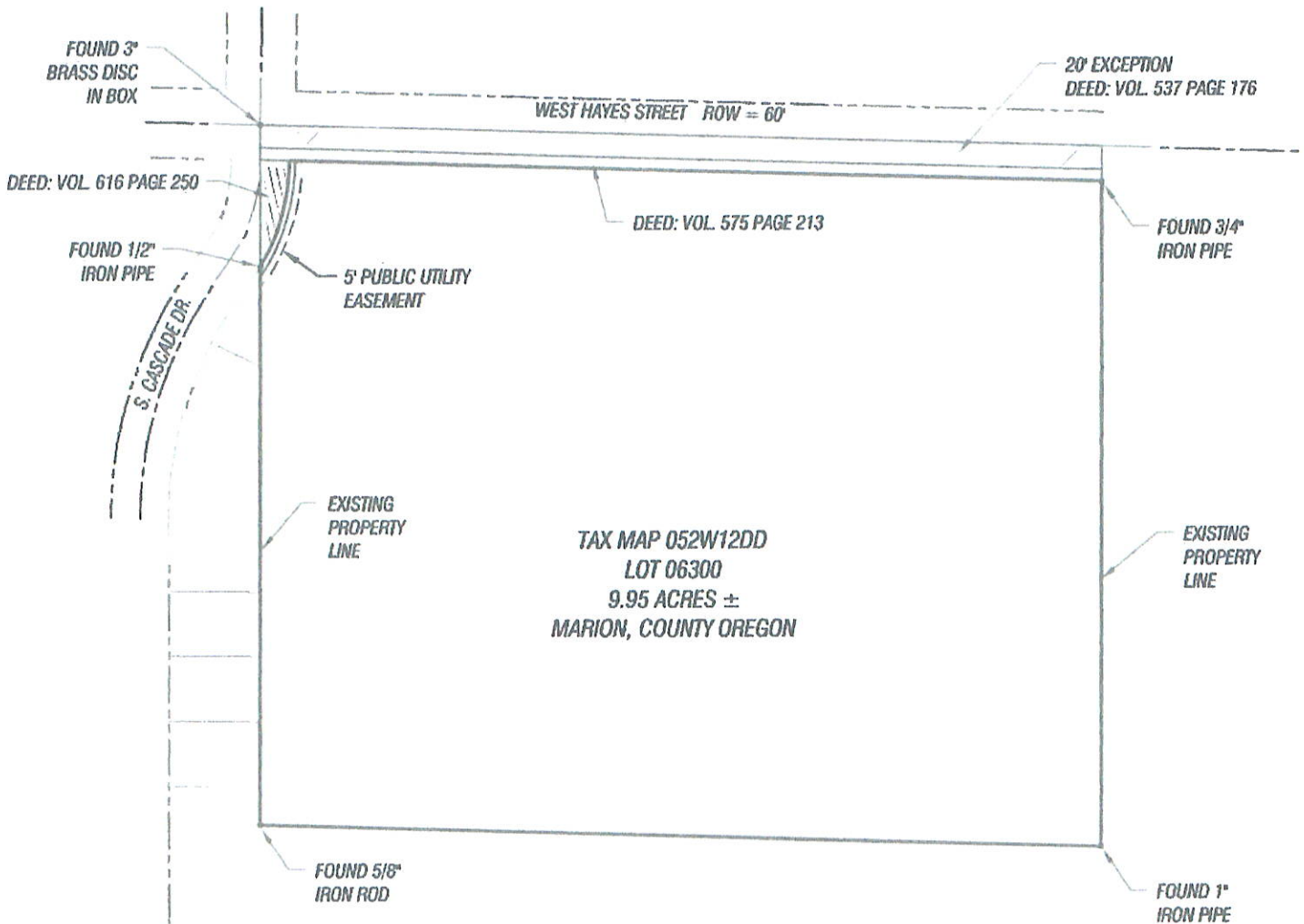
REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXP. 12.31.19

P:\15\Map\_Survey\15-153-JL\_Harrill\_Op - Woodburn Schools\New Folder (2)\15-153-JL\_Harrill\_utility.dwg PLOT DATE/TIME: 10/21/2010 - 2:15pm



**EXHIBIT B**

**5' PUBLIC UTILITY EASEMENT (S. CASCADE DRIVE)**

**LEI ENGINEERING & SURVEYING OF OREGON**

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

SCALE:	1" = 100'
PROJECT NO.:	15-153
DATE:	10-21-10
PAGE:	2 OF 2

REGISTERED PROFESSIONAL LAND SURVEYOR

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

EXPIRES 12/31/2019



# Agenda Item

November 12, 2019

TO: Honorable Mayor and City Council through City Administrator  
FROM: Eric Liljequist, Public Works Projects & Engineering Director  
SUBJECT: **Acceptance of two Warranty Deeds at 1800 W Hayes Street (Nellie Muir School), Woodburn, OR 97071 (Tax Lot 052W12DD06300)**

## **RECOMMENDATION:**

Accept two right-of-way dedications granted by the Woodburn School District, owners of the property located at 1800 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 052W12DD06300).

## **BACKGROUND:**

The property owner is required to provide the two right-of-way dedications in order to satisfy the conditions of approval of Design Review (CU 2019-04).

## **DISCUSSION:**

The first public right-of-way dedication is a 20-foot wide strip located along the easterly property boundary, adjacent to the future road named Killian Springs Parkway. The second public right-of-way dedication is a 5-foot wide strip located at the northwest portion of the property boundary that borders Cascade Drive and W. Hayes Street.

## **FINANCIAL IMPACT:**

There is no cost to the City for the Warranty deed.

## **ATTACHMENTS**

A Copy of the Warranty Deed documents is included as Exhibit "A" and Exhibit "B" for each dedication.

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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

WOODBURN SCHOOL DISTRICT NO 103, 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:

Description: The DISTRICT is dedicating a 20' wide portion of Nellie Muir Elementary School along the school's Eastern property line as a Right of Way to the CITY to be used for future Killian Springs Parkway road construction and other public improvements.

Exceptions: No exceptions.

The true and whole consideration for this conveyance is \$0.00.

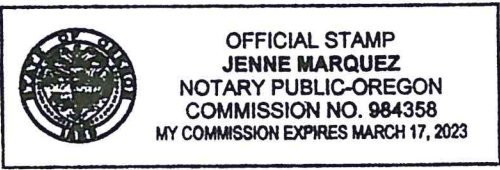
**BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 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.**

DATED this 25<sup>th</sup> day of October 2019.

WOODBURN SCHOOL DISTRICT #103

Signed: [Signature]  
Sarah Bishop, Director of Business

STATE OF OREGON            )  
  ) ss  
County of Marion            )



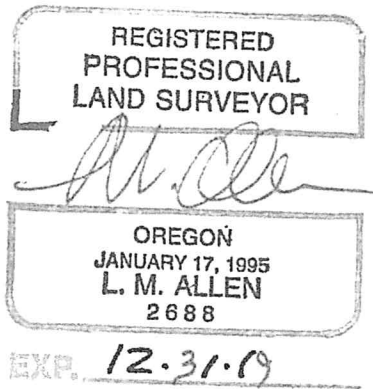
This instrument was acknowledged before me on 10/25, 2019, by Sarah Bishop, Woodburn School District Director of Business.

By: [Signature]  
Notary Public for Oregon  
My Commission Expires: 03/17/2023

**EXHIBIT A**

**ROAD RIGHT OF WAY DEDICATION**

*The east 20.00 feet of that tract of land described in the deed recorded in Volume 537 at Page 176 in the official records of Marion county, Oregon.*



P:\13\Map\_Surveying\15-153-JJ\_Henry Co - Woodburn Schools\New\_folder\2115-153\_Media\_utility.dwg PLOT DATE/TIME: 10/21/2019 - 2:33pm

FOUND 3" BRASS DISC IN BOX

20' EXCEPTION DEED: VOL. 537 PAGE 176

WEST HAYES STREET ROW = 60'

DEED: VOL. 575 PAGE 213

DEED: VOL. 616 PAGE 250

FOUND 3/4" IRON PIPE

FOUND 1/2" IRON PIPE

20' ROW DEDICATION

EXISTING PROPERTY LINE

TAX MAP 052W12DD  
LOT 06300  
9.95 ACRES ±  
MARION, COUNTY OREGON

EXISTING PROPERTY LINE

FOUND 5/8" IRON ROD

FOUND 1" IRON PIPE



REGISTERED PROFESSIONAL LAND SURVEYOR

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

**EXHIBIT B**

**20' RIGHT OF WAY DEDICATION (EAST LINE)**

**LEI ENGINEERING & SURVEYING OF OREGON**

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

SCALE: 1" = 150'  
PROJECT NO.: 15-153  
DATE: 10-2-2019  
PAGE: 2 OF 2

EXPIRES 12/31/2019

**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

WOODBURN SCHOOL DISTRICT NO 103, 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:

Description: The DISTRICT is dedicating a 5' wide portion of Nellie Muir Elementary School along Cascade Drive as a Right of Way to the CITY to be used for future public improvements.

Exceptions: No exceptions.

The true and whole consideration for this conveyance is \$0.00.

**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.**

DATED this 25<sup>th</sup> day of October 2019.

WOODBURN SCHOOL DISTRICT #103

Signed: [Signature]  
Sarah Bishop, Director of Business



STATE OF OREGON            )  
  ) ss  
County of Marion            )

This instrument was acknowledged before me on 10/25, 2019, by Sarah Bishop, Woodburn School District Director of Business.

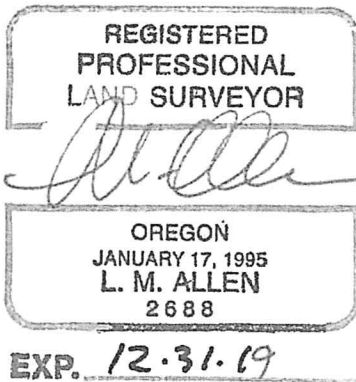
By: [Signature]  
Notary Public for Oregon  
My Commission Expires: 03/17/2023

EXHIBIT A

CASCADE DRIVE RIGHT OF WAY DEDICATION

A STRIP OF LAND 5.00 FEET IN WIDTH LYING WITHIN THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 537 AT PAGE 176 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID DEEDED TRACT THENCE S 00°45' 00" W ON THE WEST LINE OF SAID DEEDED TRACT A DISTANCE OF 10.00 FEET, THENCE S 88°46'40" E PARALLEL WITH THE NORTH LINE OF SAID DEEDED TRACT A DISTANCE OF 25.00 FEET TO THE NORTH EAST CORNER OF THE TRACT OF LAND DESCRIBED IN THE DEED RECORDED IN VOLUME 616 AT PAGE 250 IN THE OFFICIAL RECORDS OF MARION COUNTY, OREGON, AND THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND BEING DESCRIBED HEREIN, THENCE ON THE EAST LINE OF THE ABOVE AFOREMENTIONED VOLUME 616 TRACT ON THE CURVE OF AN ARC CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS N 89°27'40" W AT A DISTANCE OF 177.79 FEET THROUGH A CENTRAL ANGLE OF 30°38'27" FOR AN ARC DISTANCE OF 95.08 FEET TO THE MOST SOUTHERLY CORNER OF THE AFOREMENTIONED VOLUME 616 TRACT BEING ALSO A POINT ON THE WEST LINE OF SAID DEEDED TRACT, THENCE S 00°45'00" W ON SAID WEST LINE A DISTANCE OF 9.43 FEET, THENCE LEAVING SAID WEST LINE ON THE CURVE OF AN ARC CONCAVE TO THE NORTHWEST THE RADIAL CENTER OF WHICH BEARS N 56°16'13" W AT A DISTANCE OF 182.79 FEET THROUGH A CENTRAL ANGLE OF 33°10'46" FOR AN ARC DISTANCE OF 105.85 FEET TO A POINT 10.00 FEET SOUTH OF THE NORTH LINE OF SAID DEEDED TRACT, THENCE N 88°46'40" W PARALLEL WITH THE NORTH LINE OF SAID DEEDED TRACT A DISTANCE OF 5.00 FEET TO THE TRUE POINT OF BEGINNING OF THE STRIP OF LAND BEING DESCRIBED HEREIN.



PL\5\Map Documents\15-153\_MJ\_Herd Co - Woodburn Schools\New folder (2)\15-153\_MJ\_HerCo Utility.dwg PLOT DATE/TIME: 10/21/2019 - 2:14pm

FOUND 3" BRASS DISC IN BOX

20' EXCEPTION DEED: VOL. 537 PAGE 176

WEST HAYES STREET ROW = 60'

DEED: VOL. 616 PAGE 250

DEED: VOL. 575 PAGE 213

FOUND 3/4" IRON PIPE

FOUND 1/2" IRON PIPE

5' ROW DEDICATION

S. CASCADE DR.

EXISTING PROPERTY LINE

TAX MAP 052W12DD  
LOT 06300  
9.95 ACRES ±  
MARION, COUNTY OREGON

EXISTING PROPERTY LINE

FOUND 5/8" IRON ROD

FOUND 1" IRON PIPE



REGISTERED PROFESSIONAL LAND SURVEYOR

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2019

**EXHIBIT B**

**5' RIGHT OF WAY DEDICATION (SW CASCADE DRIVE)**

**LEI ENGINEERING & SURVEYING OF OREGON**

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

SCALE: 1" = 150'  
PROJECT NO.: 15-153  
DATE: 10-2-2019  
PAGE: 2 OF 2





November 12, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Woodburn-Gervais Enterprise Zone 5-year Tax Abatement Agreement with Grating Pacific, LLC**

**RECOMMENDATION:**

Authorize an Agreement with Grating Pacific, LLC for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone.

**BACKGROUND:**

Pursuant to Oregon state statutes, Enterprise Zones may be created by local governments to encourage business investment through property tax abatement. The Woodburn-Gervais Enterprise Zone provides an abatement of property taxes to eligible businesses on qualifying investments for a period of three (3) to five (5) years. The boundary of the Zone includes the entire city limits of both Woodburn and Gervais. Standard incentives are available to eligible businesses in an enterprise zone, subject to authorization, timely filings and job creation criteria.

**DISCUSSION:**

Grating Pacific, LLC is expanding its current facility at 2775 N Front Street, adding approximately 19,000 square feet to their existing build and new equipment and machinery for their industrial business operation. This property is within the boundaries of the Woodburn-Gervais Enterprise Zone.

Grating Pacific, LLC completed an Enterprise Zone Authorization Application for their proposed investment of \$4,000,000 comprised of a 19,000 s.f. building and qualifying machinery and equipment. The application reflects 28 existing jobs in the district with the creation of 5 additional jobs with this expansion; meeting the enterprise zone requirement of creating a minimum of 10% new jobs for consideration of abatement.

To receive consideration of an extended tax abatement, the applicant (Grating Pacific, LLC) must pay new employees 150% of Marion County's average wage, or \$67,134 (at the time of application). Grating Pacific, LLC has committed to pay this

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Agenda Item Review: City Administrator  City Attorney  Finance

wage per the Agreement.

**FINANCIAL IMPACT:**

Property taxes on new investment will be abated for a period of five years.

**WRITTEN AGREEMENT WITH THE CITY OF WOODBURN ENTERPRISE ZONE  
SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE  
YEARS FOR 2020-2025**

The sponsor of the Woodburn-Gervais Enterprise Zone comprising the governing body of City of Woodburn (hereinafter “Zone Sponsor”) and Grating Pacific, LLC (hereinafter “Firm”) do hereby enter into an agreement for extending the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in the Woodburn-Gervais Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge that subject to timely submission and approval of an application for precertification and the satisfaction of other requirements under ORS 285C.050 to 285C.250 (2005). The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if the Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends the Firm’s property tax exemption an additional two years on all property that initially qualifies in the Woodburn-Gervais Enterprise Zone on or before the assessment year beginning on July 1, 2020 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

In order to receive the additional two years of enterprise zone exemption granted herein, the Firm agrees herewith pursuant to ORS 285C.160 (3) that for each year of the exemption, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage (\$67,134 per annum), in accordance with the definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674, which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. At the time of precertification, 150% of the Marion County average wage is \$67,134 per year;
3. Only employees working at jobs filled for the first time after the application for precertification but prior to July 1 following the first full year of the exemption and performed within the current boundaries of the Woodburn-Gervais Enterprise Zone are counted; and
4. Only full-time, year-around and non-temporary employees engaged a majority of their time in the Firm’s eligible operations under ORS 285C.135 are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

The Zone Sponsor does not request any requirement of the Firm and relinquishes all rights to make the additional two years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160 (3) for urban zones.

ACCEPTING FOR THE SPONSOR OF  
THE WOODBURN-GERVAIS  
ENTERPRISE ZONE:

By: \_\_\_\_\_

Scott Derickson

City Administrator

*(Printed Name)*

Date: \_\_\_\_\_

ACCEPTING FOR FIRM:  
GRATING PACIFIC. LLC

By: \_\_\_\_\_

Ron Robertson

President

*(Printed Name)*

Date: \_\_\_\_\_

# Oregon Enterprise Zone Authorization Application\*

Complete form and submit to the local enterprise zone manager **before** breaking ground or beginning work at the site.

### Applicant

Enterprise zone or rural renewable energy development zone (where business firm and property will be located) Woodburn - Gervias Enterprise Zone		Email ronrobertson@gratingpacific.com	
Name of business firm Grating Pacific LLC		Phone ( 800 ) 942-4041	
Mailing address 2775 N. Front Street	City Woodburn	State OR	ZIP code 97071
Location of property (street address if different from above)	City	State	ZIP code
County, TRS map ID number, and Tax lot number of site Marion, R339693, C000147/051W05D 0190 2	Contact person Ron Robertson	Title President	

My firm expects to first claim standard property tax exemption in the following (up to three) year(s): 2020 - 2022

- Check here if your firm has or has had another exemption in this enterprise zone.
- Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
- Check here if requesting an **extended abatement** of one or two additional years of exemption. Extended abatement is subject to written agreement with local zone sponsor before this application is approved and to additional state or local requirements.

**Zone manager use only (after written agreement but before authorizing firm):**

County average annual wage: \$67,143 Year \_\_\_\_\_ Total exemption period: 4  or 5  Consecutive years (check one)

### Business eligibility

**Eligible activity**— Check all activities that apply to proposed investment within the enterprise zone:

- Manufacturing     Fabrication     Bulk printing     Shipping     Agricultural production     Energy generation
- Assembly     Processing     Software publishing     Storage     Back-office systems
- Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm):

Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from “eligible activities”:

**Special cases**— Check all that apply:

- Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: \_\_\_\_\_ %.
- Check here if a **“headquarters” facility**. (Zone sponsor must find that operations are statewide–regional in scope and locally significant)
- Check here if an **electronic commerce investment** in an e-commerce enterprise zone.

### Employment in the enterprise zone (see worksheets on last page)

**Don't** count FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

**Existing Employment**— My business firm’s average number of full-time employees in the zone over the past 12 months is 28

**New Employees**— • Hiring is expected to begin on (date or month and year): Dec 2019  
 • Hiring is expected to be completed by (month and year): Dec 2021  
 • Estimated total number of new employees to be hired with this investment is: 5

**Commitments**— By checking all boxes below, you agree to the following commitments as required by law for authorization:

- By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10%, whichever is greater.
- My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by more than 85% at one time or by more than 50% twice in a row, compared to the highest such figure with any previous claim.
- My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended abatement, (2) zone sponsor resolution(s) waiving required employment increase, or (3) an **urban** enterprise zone’s adopted policy, if applicable.
- My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

**Oregon employment outside the enterprise zone**

**Check only those that apply:**

- Check here if yours or any commonly controlled firm will curtail operations in the state **beyond 30 miles of the zone boundary and move them into the zone**. Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:
  
- Check here if you are transferring operations into the zone from site(s) in the state **within 30 miles of the zone boundary**:  
My firm's average employment at the site(s) over the past 12 months is \_\_\_\_\_ jobs.
- Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110% of the existing combined level by April 1 and on average during the first year of exemption.

**Proposed investment in qualified property**

**Anticipated timing**—Enter dates or months/years (non-binding)

Action	Site and building and structures			Machinery and equipment		
	Preparation	Construction*	Placed in service**	Procurement***	Installation	Placed in service**
To commence or begin on	Oct 2019	Jan 2020	Sept 2020	Nov 2020	Sept 2020	Sept 2020
To be completed on	Mar 2020	Sept 2020		Sept 2020	Sept 2020	

\* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).

\*\* This is in the calendar year directly before the very first year of exemption.

\*\*\* May precede application by up to three months (includes personal property).

**Special issues:**

- Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents, and don't take up occupancy until this application is approved).
- Check here if anticipating using **Construction in process** tax exemption for qualified property that is still being constructed/installed and isn't yet placed in service and is located on site as of January 1. If so, file *Application for Construction-in-Process Enterprise Zone Exemption*, 150-310-021, by April 1 with the county assessor's office.

**Qualifying property:** Estimates of cost and details about property are not binding, but in order for property to be exempted, its basic type and any major building/structure needs to be at least represented below.

Type of property		Number of each/item	Estimated value	Check if any item will be leased
Real property	Building or structure to be newly constructed		\$	<input type="checkbox"/>
	New addition to or modification of an existing building or structure	1	\$ 2,500,000.00	<input checked="" type="checkbox"/>
	Heavy or affixed machinery and equipment		\$	<input type="checkbox"/>
Personal property item(s) costing:	\$50,000 or more	5	\$ 1,500,000.00	<input checked="" type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for production of tangible goods)		\$	<input type="checkbox"/>
<b>Total estimated value of investment</b>			<b>\$ 4,000,000.00</b>	

In addition, describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate and recommended by zone manager or county assessor (may be kept confidential).

Approx. 19,000 square foot addition to existing manufacturing building. Equipment additions including new aluminum grating production line, bridge crane, punch press, gang punch, press brakes (2).

**Declaration**

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

*Must be signed by an owner, company executive, or authorized representative of the business firm*

Signature: X *Ronald Kountz* Date: 10/21/2019

Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

President

**Local enterprise zone manager and county assessor must approve this application (with Enterprise Zone Authorization Approval, Form 150-303-082)**



## FIRST-SOURCE HIRING AGREEMENT

This First Source Agreement for referral of qualified job applicants is entered into between THE OREGON EMPLOYMENT DEPARTMENT, hereinafter referred to as the "CONTACT AGENCY," which coordinates job referrals for and represents the following other publicly funded job training providers for the geographic area covered in the Interagency Agreement under OAR 123-070-12100, hereinafter referred to as "PROVIDERS," and the following business firm GRATING PACIFIC LLC located in this geographic area, hereinafter referred to as the "EMPLOYER."

The EMPLOYER is or will be receiving benefits from the following program or programs (check those that apply)

- State lottery funded program, specify:
- Enterprise zone program, specify "yes"  if seeking an extended exemption period (up to five years)
- Other, specify:

Under this First Source Agreement, the EMPLOYER will use the CONTACT AGENCY as its first source for external referral of Qualified Applicants for all job openings of the EMPLOYER at the following location(s)

Such that the EMPLOYER agrees to the following:

- ◆ To effectively notify the CONTACT AGENCY of all job openings no later than when notification is received by any other job referral source external to the EMPLOYER or any public announcement for the job opening, throughout the term of this agreement;
- ◆ That each such notice to the CONTACT AGENCY shall include job qualifications and a deadline for referrals;
- ◆ To ensure that the CONTACT AGENCY and the PROVIDERS will have sufficient lead-time (minimum lead time is 5 business days) before the job application close date, except in temporary or emergency situations); and information to make meaningful referrals for jobs that will be filled by the EMPLOYER;

- ◆ That all job information may be shared with all PROVIDERS for which referrals are coordinated by the CONTACT AGENCY; and
- ◆ That all job openings shall be listed in the public labor exchange system, (**iMatchSkills JOB SELECTION SYSTEM**) of the Oregon Employment Department, insofar as a local office of that State Agency is a PROVIDER.

The CONTACT AGENCY agrees to the following:

- ◆ That to the extent that Qualified Applicants are available among the relevant PROVIDERS, to refer those individuals to the EMPLOYER for job openings; and
- ◆ To facilitate and implement the listing of all job openings in the “public labor exchange system,” in cooperation with other PROVIDERS (though, not necessarily to the exclusion of other referral methods.)

The EMPLOYER agrees to:

- ◆ Fully consider for employment any Qualified Applicant referred by the CONTACT AGENCY by the referral deadline;
- ◆ Notify the CONTACT AGENCY when a Qualified Applicant is hired by the EMPLOYER; and
- ◆ Provide after-the-fact information to the CONTACT AGENCY about applicable overall hiring and job vacancies in a prescribed manner or as requested by the CONTACT AGENCY, in accordance with OAR 123-070-1900(1) to (3).
- ◆ Comply with all relevant laws regarding employment of Qualified Applicants of this State and the Federal government, including but not limited to not discriminating on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other reason prohibited by law.

The EMPLOYER will make all final decisions on hiring new employees. After the EMPLOYER has hired the employees, the EMPLOYER assumes full responsibility for them as employees.

All persons hired under this Agreement are subject to the EMPLOYER’s regular personnel policies and procedures and have no special or additional rights arising from this Agreement.

If the terms of this Agreement conflict with the provisions of a collective bargaining agreement to which the EMPLOYER is a party, the bargaining agreement shall prevail.

Both the CONTACT AGENCY and EMPLOYER agree to attempt to resolve all areas of misunderstanding, disagreement or dissatisfaction with each other as soon as they arise. If the parties are unable to resolve the issue, either may:



Initiate a meeting between the EMPLOYER and either the CONTACT AGENCY or all of the PROVIDERS; or

Request assistance from the Oregon Economic and Community Development Department.

This agreement shall take effect on the date of the last signature by the contracting parties below, and shall be in full force and effect until DECEMBER 31 OF THE LAST YEAR OF THE EXEMPTION PERIOD (for Enterprise Zone Businesses) or until the end of the term, period or periods as described in OAR 123-070-1600

APPROVED

CONTACT AGENCY

Name: Oregon Employment Dept.  
Title: Willamette Area Manager  
Address: 605 Cottage Street NE  
Salem, OR

Phone: 503-378-8575

EMPLOYER: GRATING PACIFIC LLC

Name: Ron Robertson  
Title: President  
Address: 2775 N Front Street  
Woodburn, OR 97071

Phone: 800-942-4041

Unemployment Insurance Account #

*Tom Erhardt* 10/29/19  
Signature and Date

*Tom Erhardt*

*Ronald Robertson* 10-29-19  
Signature and Date

10-29-19

## COMMERCIAL LEASE

THIS LEASE is made between Cirrus Northwest, LLC , of Los Alamitos, CA, herein called Lessor, and Grating Pacific, LLC, of Woodburn, OR herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the City of Wooburn, County of Marion, State of Oregon, described as 2275 & 2785 N. Front Steet, upon the following TERMS and CONDITIONS:

- 1. Term and Rent.** Lessor demises the above premises for a term of 5 years, commencing July 1, 2019, and terminating on June 30, 2024, or sooner as provided herein at the annual rental of Three Hundred Sixty Thousand One Hundred Ninety-Two Dollars (\$360,192.00) for year 1, increasing 2% per year on the anniversary date of the lease, payable in equal installments in advance on the first day of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at 3651 Sausalito St. Los Alamitos, CA 90720.
- 2. Use.** Lessee shall use and occupy the premises for warehousing and distribution of materials related to Lessee's business. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.
- 3. Care and Maintenance of Premises.** Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, including plate glass, electrical wiring, plumbing and heating installations and any other system or equipment upon the premises and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for all repairs required, excepting the roof, exterior walls, structural foundations, and parking areas, which shall be maintained by Lessor. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by Lessor.
- 4. Alterations.** Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.
- 5. Ordinances and Statutes.** Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.
- 6. Assignment and Subletting.** Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.
- 7. Utilities.** All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only, and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.
- 8. Entry and Inspection.** Lessee shall permit Lessor or Lessor's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, to place upon the premises any usual "To Let" or "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.
- 9. Possession.** If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby, nor shall this lease be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this lease if possession is not delivered within 60 days of the commencement of the term hereof.

**10. Indemnification of Lessor.** Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

**11. Insurance.** Lessee, at his expense, shall maintain plate glass and public liability insurance including bodily injury and property damage insuring Lessee and Lessor with minimum coverage as follows: \$1,000,000.00 per occurrence.

Lessee shall provide Lessor with a Certificate of Insurance showing Lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies, which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

**12. Eminent Domain.** If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

**13. Destruction of Premises.** In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one-third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

**14. Lessor's Remedies on Default.** If Lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within 10 days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such 30 days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than 30 days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

**15. Security Deposit.** Lessee shall deposit with Lessor on the signing of this lease the sum of Fifteen Thousand Dollars (\$15,000.00 ) as security for the performance of Lessee's obligations under this lease, including without limitation the surrender of possession of the premises to Lessor as herein provided. If Lessor applies any part of the deposit to cure any default of Lessee, Lessee shall on demand deposit with Lessor the amount so applied so that Lessor shall have the full deposit on hand at all times during the term of this lease.

**16. Property Tax and Tax Increase.** In addition to base rent, Lessee shall pay all property taxes related to this property. In the event there is any increase during any year of the term of this lease in the City, County or State real estate taxes over and above the amount of such taxes assessed for the tax year during which the term of this lease commences, whether because of increased rate or valuation, Lessee shall pay to Lessor upon presentation of paid tax bills an amount equal to 100.00% of the increase in taxes upon the land and building in which the leased premises are situated. In the event that such taxes are assessed for a tax year extending beyond the term of the lease, the obligation of Lessee shall be proportionate to the portion of the lease term included in such year.

**17. Common Area Expenses.** In the event the demised premises are situated in a shopping center or in a commercial building in which there are common areas, Lessee agrees to pay his pro-rata share of maintenance, taxes, and insurance for the common area.

**18. Attorney's Fees.** In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

**19. Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

**20. Notices.** Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

**21. Heirs, Assigns, Successors.** This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.


**22. Option to Renew.** Provided that Lessee is not in default in the performance of this lease, Lessee shall have the option to renew the lease for an additional term of 60 months commencing at the expiration of the initial lease term. All of the terms and conditions of the lease shall apply during the renewal term except that the monthly rent shall be the sum of \$33,140.00 for year 6 plus two percent (2%) increase each year thereafter. The option shall be exercised by written notice given to Lessor not less than 90 days prior to the expiration of the initial lease term. If notice is not given in the manner provided herein within the time specified, this option shall expire.

**23. Subordination.** This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

**24. Radon Gas Disclosure.** As required by law, Lessor makes the following disclosure: "Radon Gas" is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Woodburn, OR. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**25. Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 28<sup>th</sup> day of JUNE, 2019 (year).

By:  Lessor  
CIRRUS NORTHWEST LLC  
MEMBER

By:  Lessee  
GRATING PACIFIC, LLC  
PRESIDENT



November 12, 2019

TO: Honorable Mayor and City Council through City Administrator

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Woodburn-Gervais Enterprise Zone 5-year Tax Abatement Agreement with I & E Construction, Inc.**

**RECOMMENDATION:**

Authorize an Agreement with I & E Construction, Inc. for property tax abatement for Five (5) years under the Woodburn-Gervais Enterprise Zone.

**BACKGROUND:**

At the September 9, 2019 meeting, the City Council approved a five-year enterprise zone tax abatement agreement with Ivanov Investment Group, LLC. Upon further review and discussion with the Marion County Assessor’s office, it was determined that the enterprise zone application and subsequent documentation should be in the name of the operating company (I & E Construction, Inc.) as opposed to the investment/holding company Ivanov Investment Group, LLC.

Therefore, the attached represents a corrected Woodburn-Gervais Enterprise Zone Five-year Tax Abatement Agreement with I & E Construction, Inc. Execution of this Agreement will annul and replace the prior agreement that had been approved with Ivanov Investment Group, LLC.

**DISCUSSION:**

Pursuant to Oregon state statutes, Enterprise Zones may be created by local governments to encourage business investment through property tax abatement. The Woodburn-Gervais Enterprise Zone provides an abatement of property taxes to eligible businesses on qualifying investments for a period of three (3) to five (5) years. The boundary of the Zone includes the entire city limits of both Woodburn and Gervais. Standard incentives are available to eligible businesses in an enterprise zone, subject to authorization, timely filings and job creation criteria.

Ivanov Investment Group, LLC purchased the industrial property located at 2215 Progress Way, Woodburn for the purpose of constructing a 28,000 square foot facility to house their construction business. This property is within the boundaries of the Woodburn-Gervais Enterprise Zone. Ivanov Investment Group, LLC will lease said

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Agenda Item Review: City Administrator  City Attorney  Finance

property to I & E Construction, Inc.

I & E Construction, Inc. completed an Enterprise Zone Authorization Application for their proposed investment of \$3,100,000 comprised of a 28,000 s.f. building and qualifying machinery and equipment. The application reflects four existing jobs will be located on the site as well as one new job, meeting the enterprise zone requirement of creating a minimum of 10% new jobs for consideration of abatement.

To receive consideration of an extended tax abatement, the applicant (I & E Construction, Inc.) must pay new employees 150% of Marion County's average wage, or \$67,134 (at time of application). They are committed to do this per the Agreement.

**FINANCIAL IMPACT:**

Property taxes on the new investment will be abated for a period of five years.

**WRITTEN AGREEMENT WITH THE CITY OF WOODBURN ENTERPRISE ZONE  
SPONSOR TO EXTEND PROPERTY TAX EXEMPTION TO FIVE CONSECUTIVE  
YEARS FOR 2020-2025**

The sponsor of the Woodburn-Gervais Enterprise Zone comprising the governing body of City of Woodburn (hereinafter “Zone Sponsor”) and I & E Construction, Inc. (hereinafter “Firm”) do hereby enter into an agreement for extending the period of time in which the Firm shall receive an exemption on its proposed investments in qualified property in the Woodburn-Gervais Enterprise Zone contingent on certain special requirements.

The Zone Sponsor and the Firm jointly acknowledge that subject to timely submission and approval of an application for precertification and the satisfaction of other requirements under ORS 285C.050 to 285C.250 (2005). The Firm is eligible for three years of complete exemption on its qualified property; that nothing in this agreement shall modify or infringe on this three-year exemption or the requirements thereof, and that this agreement becomes null and void if the Firm does not qualify for these three years of the exemption.

The Zone Sponsor extends the Firm’s property tax exemption an additional two years on all property that initially qualifies in the Woodburn-Gervais Enterprise Zone on or before the assessment year beginning on \_\_\_\_\_, 2020 and, thus, sets a total period of exemption of five consecutive years during which statutory requirements for the standard three-year enterprise zone exemption must also be satisfied and maintained.

In order to receive the additional two years of enterprise zone exemption granted herein, the Firm agrees herewith pursuant to ORS 285C.160 (3) that for each year of the exemption, all of the Firm’s new employees shall receive an average level of compensation equal to or greater than 150 percent of the county average annual wage (\$67,134 per annum), in accordance with the definitions and guidelines in Oregon Administrative Rules (OAR), Chapter 123, Division 674, which provides that:

1. Such compensation may include non-mandatory benefits that can be monetized;
2. At the time of precertification, 150% of the Marion County average wage is \$67,134 per year;
3. Only employees working at jobs filled for the first time after the application for precertification but prior to July 1 following the first full year of the exemption and performed within the current boundaries of the Woodburn-Gervais Enterprise Zone are counted; and
4. Only full-time, year-around and non-temporary employees engaged a majority of their time in the Firm’s eligible operations under ORS 285C.135 are counted, regardless if such employees are leased, contracted for or otherwise obtained through an external agency or are employed directly by The Firm.

The Zone Sponsor does not request any requirement of the Firm and relinquishes all rights to make the additional two years of property tax exemption granted herein contingent on additional requirements that might otherwise be reasonably requested under ORS 285C.160 (3) for urban zones.

ACCEPTING FOR THE SPONSOR OF  
THE WOODBURN-GERVAIS  
ENTERPRISE ZONE:

By: \_\_\_\_\_

\_\_\_\_\_

*(Printed Name)*

Date: \_\_\_\_\_

ACCEPTING FOR FIRM:  
I & E CONSTRUCTION, INC.

By: \_\_\_\_\_

\_\_\_\_\_

*(Printed Name)*

Date: \_\_\_\_\_



# Oregon Enterprise Zone Authorization Application\*

Complete form and submit to the local enterprise zone manager **before** breaking ground or beginning work at the site.

### Applicant

Enterprise zone or rural renewable energy development zone (where business firm and property will be located) <b>Woodburn, OR</b>		Email <b>Skylar@iecon.us</b>	
Name of business firm <b>I&amp;E Construction, Inc</b>		Phone <b>( 503 ) 655-7933</b>	
Mailing address <b>9550 SE Clackamas Rd.</b>	City <b>Clackamas</b>	State <b>OR</b>	ZIP code <b>97015</b>
Location of property (street address if different from above) <b>2215 Progress Way</b>	City <b>Woodburn</b>	State <b>OR</b>	ZIP code <b>97071</b>
County, TRS map ID number, and Tax lot number of site <b>Marion County, MAP 05-1W-08BC, Tax Lot 500</b>	Contact person <b>Skylar Ribelin</b>	Title <b>Project Engineer</b>	

My firm expects to first claim standard property tax exemption in the following (up to three) year(s): 2012-2025

- Check here if your firm has or has had another exemption in this enterprise zone.
- Check here that your firm commits to renew this authorization application. Renew this application on or before April 1 every two calendar years, until the tax exemption on qualified property is claimed.
- Check here if requesting an **extended abatement** of one or two additional years of exemption. Extended abatement is subject to written agreement with local zone sponsor before this application is approved and to additional state or local requirements.

**Zone manager use only (after written agreement but before authorizing firm):**  
 County average annual wage: \$ 67,134 Year | Total exemption period: 4  or 5 X Consecutive years (check one)

### Business eligibility

**Eligible activity**—Check all activities that apply to proposed investment within the enterprise zone:

- Manufacturing     Fabrication     Bulk printing     Shipping     Agricultural production     Energy generation
- Assembly     Processing     Software publishing     Storage     Back-office systems
- Other—describe the activities that provide goods, products, or services to other businesses (or to other operations of your firm):  
Maintenance Facility
- Check here if your business firm does or will engage in **ineligible activities** within the enterprise zone (such as retail sales, health care, professional services, or construction). Describe below (or in an attachment) these activities and their physical separation from “eligible activities”:  
Company is in construction industry but facility will be used exclusively as a maintenance facility to store equipment and machinery

**Special cases**—Check all that apply:

- Check here if a **hotel, motel, or destination resort** in an applicable enterprise zone.
- Check here if a **retail/financial call center**. Indicate expected percent of customers in local calling area: \_\_\_\_\_ %.
- Check here if a **“headquarters” facility**. (Zone sponsor must find that operations are statewide–regional in scope and locally significant)
- Check here if an **electronic commerce investment** in an e-commerce enterprise zone.

### Employment in the enterprise zone (see worksheets on last page)

**Don't** count FTEs, temporary, seasonal, construction, part-time jobs (32 hours or less per week), or employees working at ineligible operations.

**Existing Employment**—My business firm's average number of full-time employees in the zone over the past 12 months is 4

**New Employees**— • Hiring is expected to begin on (date or month and year): 5/1/2020  
 • Hiring is expected to be completed by (month and year): 1/1/2021  
 • Estimated total number of new employees to be hired with this investment is: 1

**Commitments**—By checking all boxes below, you agree to the following commitments as required by law for authorization:

- By April 1 of the first year of exemption on the proposed investment in qualified property, I will have increased existing employment within the zone by one new employee or by 10%, whichever is greater.
- My firm will maintain at least the above minimum level as an annual average employment during the exemption period.
- When the exemption claim is filed by April 1 following each calendar year of exemption, total employment in the zone will also not have shrunk by more than 85% at one time or by more than 50% twice in a row, compared to the highest such figure with any previous claim.
- My firm will comply with local additional requirements as contained in: (1) a written agreement for an extended abatement, (2) zone sponsor resolution(s) waiving required employment increase, or (3) an **urban** enterprise zone's adopted policy, if applicable.
- My firm will verify compliance with these commitments, as requested by the local zone sponsor, the county assessor or their representative, or as directed by state forms or administrative rules.
- My firm will enter into a **first-source hiring agreement** before hiring new eligible employees. (This **mandatory** agreement entails an obligation to consider referrals from local job training providers for eligible job openings within the zone during at least the exemption period.)

**Oregon employment outside the enterprise zone**

**Check only those that apply:**

- Check here if yours or any commonly controlled firm will curtail operations in the state **beyond 30 miles of the zone boundary and move them into the zone.** Indicate timing, location, number of any job losses, and relationship to the proposed enterprise zone investment:
- 
- Check here if you are transferring operations into the zone from site(s) in the state **within 30 miles of the zone boundary:**  
My firm's average employment at the site(s) over the past 12 months is \_\_\_\_\_ jobs.
- Check here, if applicable, that your firm commits to increase the combined employment at the site(s) (within 30 miles) and in the zone to 110% of the existing combined level by April 1 and on average during the first year of exemption.

**Proposed investment in qualified property**

**Anticipated timing**—Enter dates or months/years (non-binding)

Action	Site and building and structures			Machinery and equipment		
	Preparation	Construction*	Placed in service**	Procurement***	Installation	Placed in service**
To commence or begin on	6/1/2019	8/1/2019	5/1/2020	8/1/2019	11/1/2019	5/1/2020
To be completed on	8/1/2019	2/1/2020		10/1/2019	1/1/2020	

\* Including new reconstruction, additions to, or modifications of existing building(s) or structure(s).  
 \*\* This is in the calendar year directly before the very first year of exemption.  
 \*\*\* May precede application by up to three months (includes personal property).

**Special issues:**

- Check here for building/structure acquired/leased for which construction, reconstruction, additions, or modifications began prior to this application (attach executed lease or closing documents, and don't take up occupancy until this application is approved).
- Check here if anticipating using **Construction in process** tax exemption for qualified property that is still being constructed/installed and isn't yet placed in service and is located on site as of January 1. If so, file *Application for Construction-in-Process Enterprise Zone Exemption*, 150-310-021, by April 1 with the county assessor's office.

**Qualifying property:** Estimates of cost and details about property are not binding, but in order for property to be exempted, its basic type and any major building/structure needs to be at least represented below.

Type of property		Number of each/item	Estimated value	Check if any item will be leased
Real property	Building or structure to be newly constructed	1	\$ 2,000,000.00	<input checked="" type="checkbox"/>
	New addition to or modification of an existing building or structure		\$	<input type="checkbox"/>
	Heavy or affixed machinery and equipment		\$ 750,000.00	<input checked="" type="checkbox"/>
Personal property item(s) costing:	\$50,000 or more		\$ 350,000.00	<input checked="" type="checkbox"/>
	\$1,000 or more (E-commerce zone or used exclusively for production of tangible goods)		\$	<input type="checkbox"/>
<b>Total estimated value of investment</b>			<b>\$ 3,100,000.00</b>	

In addition, describe below (or in an attachment) the overall nature and potential extent of your investment, including preliminary building plans and lists of property items, as appropriate and recommended by zone manager or county assessor (may be kept confidential).

We are going to construct a 28,000 square foot facility to serve our company's machinery and equipment.

**Declaration**

I declare under penalties of false swearing [ORS 305.990(4)] that I have examined this document and attachments, and to the best of my knowledge, they are true, correct, and complete. If any information changes, I will notify the zone manager and the county assessor and submit appropriate written amendments. I understand that my business firm will receive the tax exemption for property in the enterprise zone, only if my firm satisfies statutory requirements (ORS Chapter 285C) and complies with all local, Oregon, and federal laws that are applicable to my business.

**Must be signed by an owner, company executive, or authorized representative of the business firm**

Signature X \_\_\_\_\_ Date 10.17.19

Title (if not an owner or executive, attach letter attesting to appropriate contractual authority)

PRESIDENT

**Local enterprise zone manager and county assessor must approve this application (with Enterprise Zone Authorization Approval, Form 150-303-082)**



## FIRST-SOURCE HIRING AGREEMENT

This First Source Agreement for referral of qualified job applicants is entered into between THE OREGON EMPLOYMENT DEPARTMENT, hereinafter referred to as the "CONTACT AGENCY," which coordinates job referrals for and represents the following other publicly funded job training providers for the geographic area covered in the Interagency Agreement under OAR 123-070-12100, hereinafter referred to as "PROVIDERS," and the following business firm I & E Construction, Inc. located in this geographic area, hereinafter referred to as the "EMPLOYER."

The EMPLOYER is or will be receiving benefits from the following program or programs (check those that apply)

- State lottery funded program, specify:
- Enterprise zone program, specify "yes"  if seeking an extended exemption period (up to five years)
- Other, specify:

Under this First Source Agreement, the EMPLOYER will use the CONTACT AGENCY as its first source for external referral of Qualified Applicants for all job openings of the EMPLOYER at the following location(s)

Such that the EMPLOYER agrees to the following:

- To effectively notify the CONTACT AGENCY of all job openings no later than when notification is received by any other job referral source external to the EMPLOYER or any public announcement for the job opening, throughout the term of this agreement;
- That each such notice to the CONTACT AGENCY shall include job qualifications and a deadline for referrals;
- To ensure that the CONTACT AGENCY and the PROVIDERS will have sufficient lead-time (minimum lead time is five (5) business days) before the job application close date, except in temporary or emergency situations, and information to make meaningful referrals for jobs that will be filled by the EMPLOYER;

- That all job information may be shared with all PROVIDERS for which referrals are coordinated by the CONTACT AGENCY; and
- That all job openings shall be listed in the public labor exchange system, (**iMatchSkills** JOB SELECTION SYSTEM) of the Oregon Employment Department, insofar as a local office of that State Agency is a PROVIDER.

The CONTACT AGENCY agrees to the following:

- That to the extent that Qualified Applicants are available among the relevant PROVIDERS, to refer those individuals to the EMPLOYER for job openings; and
- To facilitate and implement the listing of all job openings in the "public labor exchange system," in cooperation with other PROVIDERS (though, not necessarily to the exclusion of other referral methods.)

The EMPLOYER agrees to:

- Fully consider for employment any Qualified Applicant referred by the CONTACT AGENCY by the referral deadline;
- Notify the CONTACT AGENCY when a Qualified Applicant is hired by the EMPLOYER; and
- Provide after-the-fact information to the CONTACT AGENCY about applicable overall hiring and job vacancies in a prescribed manner or as requested by the CONTACT AGENCY, in accordance with OAR 123-070-1900(1) to (3).
- Comply with all relevant laws regarding employment of Qualified Applicants of this State and the Federal government, including but not limited to not discriminating on the basis of race, color, religion, ancestry, national origin, political affiliation, sex, age, marital status, sexual orientation, physical or mental disability, or any other reason prohibited by law.

The EMPLOYER will make all final decisions on hiring new employees and has no obligation to employ any Qualified Applicant referred by the CONTACT AGENCY. After the EMPLOYER has hired the employees, the EMPLOYER assumes full responsibility for them as employees.

All persons hired under this Agreement are subject to the EMPLOYER's regular personnel policies and procedures and have no special or additional rights arising from this Agreement.

If the terms of this Agreement conflict with the provisions of a collective bargaining agreement to which the EMPLOYER is a party, the bargaining agreement shall prevail.

Both the CONTACT AGENCY and EMPLOYER agree to attempt to resolve all areas of misunderstanding, disagreement or dissatisfaction with each other as soon as they arise. If the parties are unable to resolve the issue, either may:

Initiate a meeting between the EMPLOYER and either the CONTACT AGENCY or all of the PROVIDERS; or

Request assistance from the Oregon Economic and Community Development Department.

This agreement shall take effect on the date of the last signature by the contracting parties below, and shall be in full force and effect until DECEMBER 31 OF THE LAST YEAR OF THE EXEMPTION PERIOD (for Enterprise Zone Businesses) or until the end of the term, period or periods as described in OAR 123-070-1600

APPROVED

CONTACT AGENCY

EMPLOYER

Name: *Oregon Employment Dept.*  
Title: *Willamette Area Manager*  
Address: *605 Cottage St. NE, Salem, OR*  
Phone: *503-378-8575*

I & E Construction, Inc.  
Title: Member  
Address:  
9550 SE Clackamas Rd.  
Clackamas, OR 97015  
Phone: 503-665-7933

Unemployment Insurance Account # *Safe* 749577

*JM Eubank 8/21/19*  
Signature and Date

*[Signature]*  
Signature and Date

## Oregon Commercial Lease Agreement

This Commercial Lease Agreement ("Lease") is made and effective March 1, 2020, by and between Ivanov Investment Group LLC, ("Landlord") and I & E Construction Inc. ("Tenant").

Landlord is the owner of land and improvements commonly known and numbered as 2215 Progress Way, Woodburn, OR and legally described as follows (the "Building"):

The real property and improvements located at 2215 Progress Way, in the city of Woodburn, County of Marion, Oregon legally described in Exhibit "A" \_\_\_\_\_

Landlord makes available for lease the Building designated as 2215 Progress Way, Woodburn, OR (the "Leased Premises").

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

### 1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning 3-1-2020 and ending 3-1-2044. Landlord shall use its best efforts to give Tenant possession as nearly as possible at the beginning of the Lease term. If Landlord is unable to timely provide the Leased Premises, rent shall abate for the period of delay. Tenant shall make no other claim against Landlord for any such delay.

B. Tenant may renew the Lease for one extended term of 120 months. Tenant shall exercise such renewal option, if at all, by giving written notice to Landlord not less than ninety (90) days prior to the expiration of the Initial Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

### 2. Rental.

A. Tenant shall pay to Landlord during the Initial Term rental of \$101,752.00 per year, payable in installments of \$8,480.00 per month. Each installment payment shall be due in advance on the first day of each calendar month during the lease term to Landlord at: 27375 SW Parkway Ave Wilsonville, OR 97070 or at such other place designated by written notice from Landlord or Tenant. The rental payment amount for any partial calendar months included in the lease term shall be prorated on a daily basis.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be \$101,752.00 per year payable in installments of \$8,480.00 per month.

### 3. Use

Notwithstanding the forgoing, Tenant shall not use the Leased Premises for the purposes of storing, manufacturing or selling any explosives, flammables or other inherently dangerous substance, chemical, thing or device.

### 4. Sublease and Assignment.

Tenant shall have the right without Landlord's consent, to assign this Lease to a corporation with which Tenant may merge or consolidate, to any subsidiary of Tenant, to any corporation under common control with Tenant, or to a purchaser of substantially all of Tenant's assets. Except as set forth above, Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent, such consent not to be unreasonably withheld or delayed.

### 5. Repairs.

During the Lease term, Tenant shall make, at Tenant's expense, all necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or

worn through normal occupancy, except for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

#### **6. Alterations and Improvements.**

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the premises. All personal property, equipment, machinery, trade fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

#### **7. Property Taxes.**

Landlord shall pay, prior to delinquency, all general real estate taxes and installments of special assessments coming due during the Lease term on the Leased Premises, and all personal property taxes with respect to Landlord's personal property, if any, on the Leased Premises. Tenant shall be responsible for paying all personal property taxes with respect to Tenant's personal property at the Leased Premises.

#### **8. Insurance.**

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises or the Building.

#### **9. Utilities.**

Tenant shall pay all charges for water, sewer, gas, electricity, telephone and other services and utilities used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing by Landlord. In the event that any utility or service provided to the Leased Premises is not separately metered, Landlord shall pay the amount due and separately invoice Tenant for Tenant's pro rata share of the charges. Tenant shall pay such amounts within fifteen (15) days of invoice. Tenant acknowledges that the Leased Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilizes excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

#### **10. Signs.**

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Tenant, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Landlord shall assist and cooperate with Tenant in obtaining any necessary permission from governmental authorities or adjoining owners and occupants for Tenant to place or construct the foregoing signs. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

11. **Entry.**

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

12. **Parking.**

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, other tenants of the Building, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord. Landlord reserves the right to designate parking areas within the Building or in reasonable proximity thereto, for Tenant and Tenant's agents and employees. Tenant shall provide Landlord with a list of all license numbers for the cars owned by Tenant, its agents and employees. Separated structured parking, if any, located about the Building is reserved for tenants of the Building who rent such parking spaces. Tenant hereby leases from Landlord \_\_\_\_\_NA\_\_\_\_\_ spaces in such structural parking area, such spaces to be on a first come-first served basis. In consideration of the leasing to Tenant of such spaces, Tenant shall pay a monthly rental of \_\_\_\_\_NA\_\_\_\_\_ per space throughout the term of the Lease. Such rental shall be due and payable each month without demand at the time herein set for the payment of other monthly rentals, in addition to such other rentals.

13. **Building Rules.**

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing. The initial rules for the Building are attached hereto as Exhibit "A" and incorporated herein for all purposes.

14. **Damage and Destruction.**

Subject to Section 8 A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the cost of the Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

15. **Default.**

If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

16. **Quiet Possession.**

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

17. **Condemnation.**



If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

**18. Subordination.**

Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust or other lien presently existing or hereafter arising upon the Leased Premises, or upon the Building and to any renewals, refinancing and extensions thereof, but Tenant agrees that any such mortgagee shall have the right at any time to subordinate such mortgage, deed of trust or other lien to this Lease on such terms and subject to such conditions as such mortgagee may deem appropriate in its discretion. Landlord is hereby irrevocably vested with full power and authority to subordinate this Lease to any mortgage, deed of trust or other lien now existing or hereafter placed upon the Leased Premises of the Building, and Tenant agrees upon demand to execute such further instruments subordinating this Lease or attorning to the holder of any such liens as Landlord may request. In the event that Tenant should fail to execute any instrument of subordination herein required to be executed by Tenant promptly as requested, Tenant hereby irrevocably constitutes Landlord as its attorney-in-fact to execute such instrument in Tenant's name, place and stead, it being agreed that such power is one coupled with an interest. Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

**19. Security Deposit.**

The Security Deposit shall be held by Landlord without liability for interest and as security for the performance by Tenant of Tenant's covenants and obligations under this Lease, it being expressly understood that the Security Deposit shall not be considered an advance payment of rental or a measure of Landlord's damages in case of default by Tenant. Unless otherwise provided by mandatory non-waivable law or regulation, Landlord may commingle the Security Deposit with Landlord's other funds. Landlord may, from time to time, without prejudice to any other remedy, use the Security Deposit to the extent necessary to make good any arrearages of rent or to satisfy any other covenant or obligation of Tenant hereunder. Following any such application of the Security Deposit, Tenant shall pay to Landlord on demand the amount so applied in order to restore the Security Deposit to its original amount. If Tenant is not in default at the termination of this Lease, the balance of the Security Deposit remaining after any such application shall be returned by Landlord to Tenant. If Landlord transfers its interest in the Premises during the term of this Lease, Landlord may assign the Security Deposit to the transferee and thereafter shall have no further liability for the return of such Security Deposit.

**20. Notice.**

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

IVANOV INVESTMENT GROUP LLC

27375 SW Parkway Ave. Wilsonville, OR 97070

If to Tenant to:

I & E CONSTRUCTION INC

27375 SW Parkway Ave. Wilsonville, OR 97070

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

21. **Brokers.**

Tenant represents that Tenant was not shown the Premises by any real estate broker or agent and that Tenant has not otherwise engaged in, any activity which could form the basis for a claim for real estate commission, brokerage fee, finder's fee or other similar charge, in connection with this Lease.

22. **Waiver.**

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

23. **Memorandum of Lease.**

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

24. **Headings.**

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

25. **Successors.**

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

26. **Consent.**

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

27. **Performance.**

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together with interest thereon at a rate equal to the lesser of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

28. **Compliance with Law.**

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

29. **Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

30. **Governing Law.**

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Oregon.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

  
\_\_\_\_\_  
Landlord – Ivanov Investment Group LLC

  
\_\_\_\_\_  
Tenant – I & E Construction Inc.



November 12, 2019

TO: Honorable Mayor and City Council

FROM: Jim Row, Assistant City Administrator

SUBJECT: **Rate Adjustment for United Disposal Service, Inc. dba Republic Services of Marion County-Woodburn**

**RECOMMENDATION:**

Conduct a Public Hearing pursuant to [Ordinance 2552](#) (Solid Waste Management Ordinance) to examine and consider the revised rate schedule and corresponding request for a rate increase proposed by United Disposal Service, Inc. dba Republic Services of Marion County-Woodburn (Republic Services).

Consider the proposed resolution authorizing rate increases of 12% for residential, commercial, and industrial customers, effective January 1, 2020.

**BACKGROUND AND DISCUSSION:**

Republic Services serves 5,668 residences and 376 businesses with trash, recycling, yard debris, and other curbside pickup services. They also provided 3,120 industrial hauls in 2018. According to Republic Services, 18 collection vehicles haul materials from over 22,000 containers within the City.

In January 2018, the City Council adopted [Ordinance 2552](#), which put into place a new solid waste franchise agreement. The Ordinance was amended in February 2018 to correct typographical errors and the Agreement is set to expire in February 2025.

Section 4 of the franchise agreement addresses rates and criteria for increasing refuse collection rates. In short, the agreement provides that the Franchisee (Republic Services) shall have the right to charge and collect reasonable compensation from those to which it furnishes franchised services. Under Section 4, the Council may approve or deny a rate increase based upon, but not limited to, the following criteria:

- ✓ Increases in operating or capital costs;
- ✓ Increases in taxes, fees, and other governmental assessments;
- ✓ Increases in City population;

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

- ✓ Extension of City boundaries;
- ✓ Increase of intensive residential, commercial or industrial development within the City;
- ✓ Changes in solid waste or recycling technology;
- ✓ Changes in regulatory requirements;
- ✓ Inability of Franchisee to adequately handle increased needs for said service;
- ✓ The rates in other cities for similar services; and,
- ✓ The public interest by assuring reasonable rates to enable Franchisee to provide efficient and beneficial service to user of the service.

The last garbage and recycling collection rate increase was in September 2016, when the City Council authorized a rate increase of 10.2% for residential, 15.6% for commercial, and 11.2% for industrial customers. The following table shows rate increases for residential curbside service over the past 15 years and the proposed increase in 2020.

2005	2006	2010	2012	2014	2016	2020*
8.0%	4.0%	6.6%	3.2%	4.0%	10.2%	12.0%

\*proposed

The increases in 2016 were substantial because the Marion County Board of Commissioners had recently adopted significant increases in solid waste disposal fees, including a 30% increase in the per ton tipping fee for franchised garbage haulers.

On August 12, 2019, Republic Services submitted their initial rate proposal to the City, requesting a 12% increase across all service and customer types. Staff asked Republic Services for additional information, which they submitted on September 24. Their rate increase is requested to address two issues. First, as is the case with most businesses, Republic Services is seeing their operational costs rise. Secondly, disruptions in the global recycling market are having a negative effect on Republic's finances. With China purchasing dramatically less recyclable material from the United States and decreases in the commodity value of recyclable materials over the last few years, Republic's revenue from the sale of such material has decreased significantly. In fact, now Republic Services and other haulers must often pay recycling processors to take materials for which they used to be paid.

A representative from Republic Services of Marion County will attend the City Council meeting to present justifications for the rate increases and answer any questions you might have.

#### Rate of Return (ROR) Discussion

Solid waste franchises around the state of Oregon typically target a projected Rate of Return (ROR) of **8% to 12%**. The rationale behind this level of return is to recognize the capital-intensive nature of the industry and the risk therein. The goal is to compensate the franchisee with sufficient cash flow to allow for the routine purchase of replacement vehicles and containers provided to residents and businesses.

In the past, the City agreed to support the approach of funding capital replacement programs via the revenues generated in Republic Services' Rate of Return, and not as an operations expense – thus, it should be noted that the Rate of Return targeted by Republic Services supports the capital expenditures for the service program provided to customers. Republic Services supports this position in their proposal.

#### Rate Increase Justification

According to Republic Services, their projected 2019 Rate of Return (ROR) is 6.1%. They indicated that if the City Council does not approve the requested rate increase, the projected ROR in 2020 would fall to 3.8%. A 12% collection rate increase, effective January 1, 2020, is projected to result in a 10% ROR in 2020, keeping within the 8-12% ROR standard for solid waste franchise agreements. Table 2 shows recent historical and projected financials, including projections for 2020, both with and without the requested rate increase.

<b>Table 2. Rates of Return with Differing Curbside Collection Rates*</b>						
	<b>2018</b>	<b>2019 NO Rate Change</b>	<b>% Change</b>	<b>2020 NO Rate Change</b>	<b>2020 WITH Rate Change</b>	<b>% Change</b>
<b>Revenue</b>	\$5,020,441	\$5,020,441	0.0%	\$5,020,441	\$5,622,893	12.0%
<b>Costs (ops, salaries, admin, taxes)</b>	\$4,610,840	\$4,714,077	2.2%	\$4,830,820	\$5,062,256	7.4%
<b>Net Income</b>	\$409,601	\$306,364	-25.2%	\$189,621	\$560,637	83.0%
<b>Rate of Return</b>	8.2%	6.1%		3.8%	10.0%	

\* Source: Republic Services *Statement of Income* for the year ended December 31, 2018, 2019, and 2020 projected

With a 12% increase in curbside collection rates, Republic Services projects 2020 revenue as \$5,622,893. After all operational and administrative costs are paid (\$5,062,256), Republic projects a 2020 net income of \$560,637, which is 10% of total revenue and the ROR.

**Note:** Republic Services' *Statement of Income* was not audited. The information provided to the City was used as the basis for our discussions and the analysis included in this Agenda Item. Republic also provided the City with a comparison of the curbside collection rates charged in the Woodburn franchise to those in other area communities, which is included in their attached proposal. This summary shows the proposed rates for Woodburn as slightly higher in some cases, and slightly lower in others when compared to other jurisdictions. All in all, staff found the proposed rate increase places the City in a comparable position to the other communities used in the comparison.

Rate Impacts

Republic Services' proposed rate increase of 12.0% is reflected in the attached proposed fee schedule and in the following residential fee table:

**Table 3.  
 Republic Services of Marion County  
 Proposed Monthly Curbside Collection Rates for Woodburn Residents**

<b>Service</b>	<b>Current Monthly Rate</b>	<b>Proposed Monthly Rate</b>
20 gal cart*	\$22.92	<b>\$25.67</b>
20 gal cart with no recycling/yard waste service	\$20.63	<b>\$23.10</b>
35 gal cart*	\$26.12	<b>\$29.25</b>
65 gal cart*	\$37.03	<b>\$41.47</b>
90 gal cart*	\$41.88	<b>\$46.91</b>
On Call Service per pick-up	\$14.00	<b>\$15.40</b>
Additional 65 gal Yard Debris cart	\$12.00	<b>\$13.20</b>
Recycle Only	\$10.00	<b>\$11.00</b>
Additional Can, Bag, or Box	\$9.25	<b>\$10.18</b>
Return for Service Fee	\$15.00	<b>\$16.50</b>

\*These options include garbage, recycling & yard debris curbside collection

Each new cart rate reflects a 12% increase over current rates, and each additional service reflects a 10% increase.

The 35-gallon garbage cart weekly pick-up is the most popular option selected by Woodburn residential customers. Table 3 compares this service cost between Woodburn and surrounding municipalities.

**Table 4. Monthly Rate Comparisons between Local Municipalities**

	Mt. Angel	Aurora	Hubbard	Silverton**	Woodburn Current	Woodburn Proposed
35 gallon cart*	\$26.45	\$33.77	\$30.01	\$32.68	\$26.12	<b>\$29.25</b>

\* collection service includes garbage, recycling and yard debris collection

\*\* proposed, not yet approved

**FINANCIAL IMPACT:**

The requested rate adjustment will increase rates by 12% across all customer categories, increasing Republic Services' overall revenue by a similar percentage. The 12% increase to residential users will result in increased costs



ranging from \$2.75 (20-gallon cart) to \$5.03 per-month (90-gallon cart), depending on the garbage cart size.

Republic Services pays the City a franchise fee equal to 5% of their net revenue, which is projected to be approximately \$252,000 in calendar year 2019. Without a rate increase, Republic expects the franchise fee to be similar in 2020. If the rate increase is approved, the franchise fee is anticipated to increase to approximately \$282,000 in 2020. This revenue supports general fund programs, such as police, the library, and Recreation and parks.

Attachments

Republic Services' Rate Increase Proposal

# City of Woodburn

## 2019 Rate Increase Packet



Republic Services of Marion County

August 12, 2019

Honorable Eric Swenson, Mayor  
Members of City Council  
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

Dear Mayor Swenson and Councilors:

Republic Services of Marion County has 11 full-time employees and 11 collection vehicles dedicated to serve your residential, commercial and industrial customers of the City. Also supporting your City is a team of managers, mechanics, administrative support, and local customer service representatives. Perhaps most importantly, 13 of our full-time team members live in Woodburn and take immense pride in servicing their city.

Republic Services of Marion County is requesting a 12.0% rate adjustment, effective upon Council approval. The last rate adjustment approved by Council was 13.3% in 2016, since that time we have maintained a flat rate structure. However, due to inflation and market disruptions, we are requesting Council approval for a new rate adjustment. As you may know, a majority of the City's residents use 35-gallon roll carts. The monthly cost increase for these customers will be \$3.13 per month.

While generally accepted returns are between 8%-12%, our Statement of Income indicates a progressive decline in profitability absent a price increase (8.4% in 2017, 8.2% in 2018, 6.1% 2019, and 3.8% in 2020). An October 1<sup>st</sup>, 2019 implementation of 12.0% would adjust our profitability to 7.8% in 2019 and then in 2020 realign us with the mid-point of generally accepted profitability at 10.0%.

On behalf of our local team who has served the Woodburn community for over 33 years, we are grateful for the continued partnership with the City, its residents and businesses.

Thank you,

Jason Jordan, General Manager

cc: **City of Woodburn**  
Debbie Cabrales, Ward I  
Lisa Ellsworth, Ward II  
Robert Carney, Ward III  
Sharon Schaub, Ward IV  
Mary Beth Cornwell, Ward V  
Eric Morris, Ward VI

**Republic Services**  
Jay Lawson, Operations Manager  
Will Mathias, Finance Manager  
KJ Lewis, Municipal Manager

# Financial



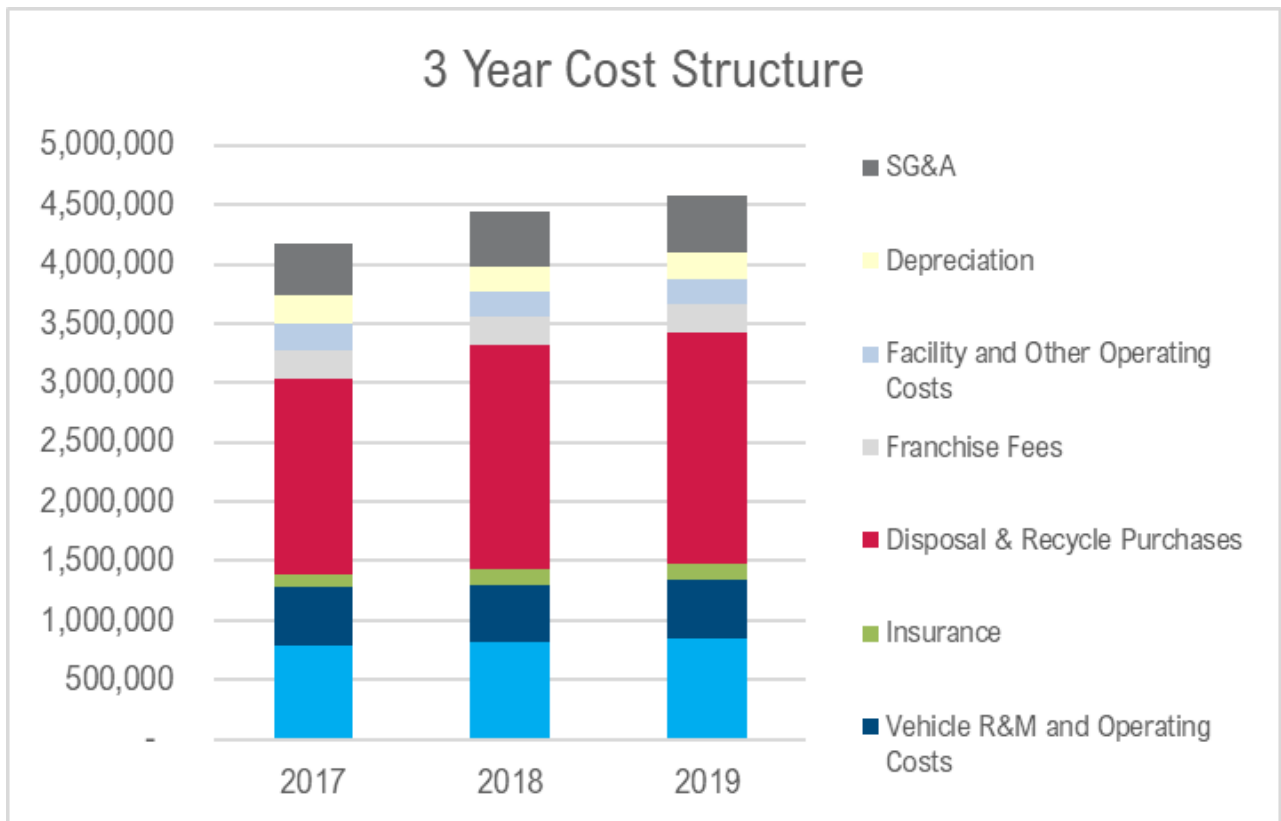
We'll handle it from here.™

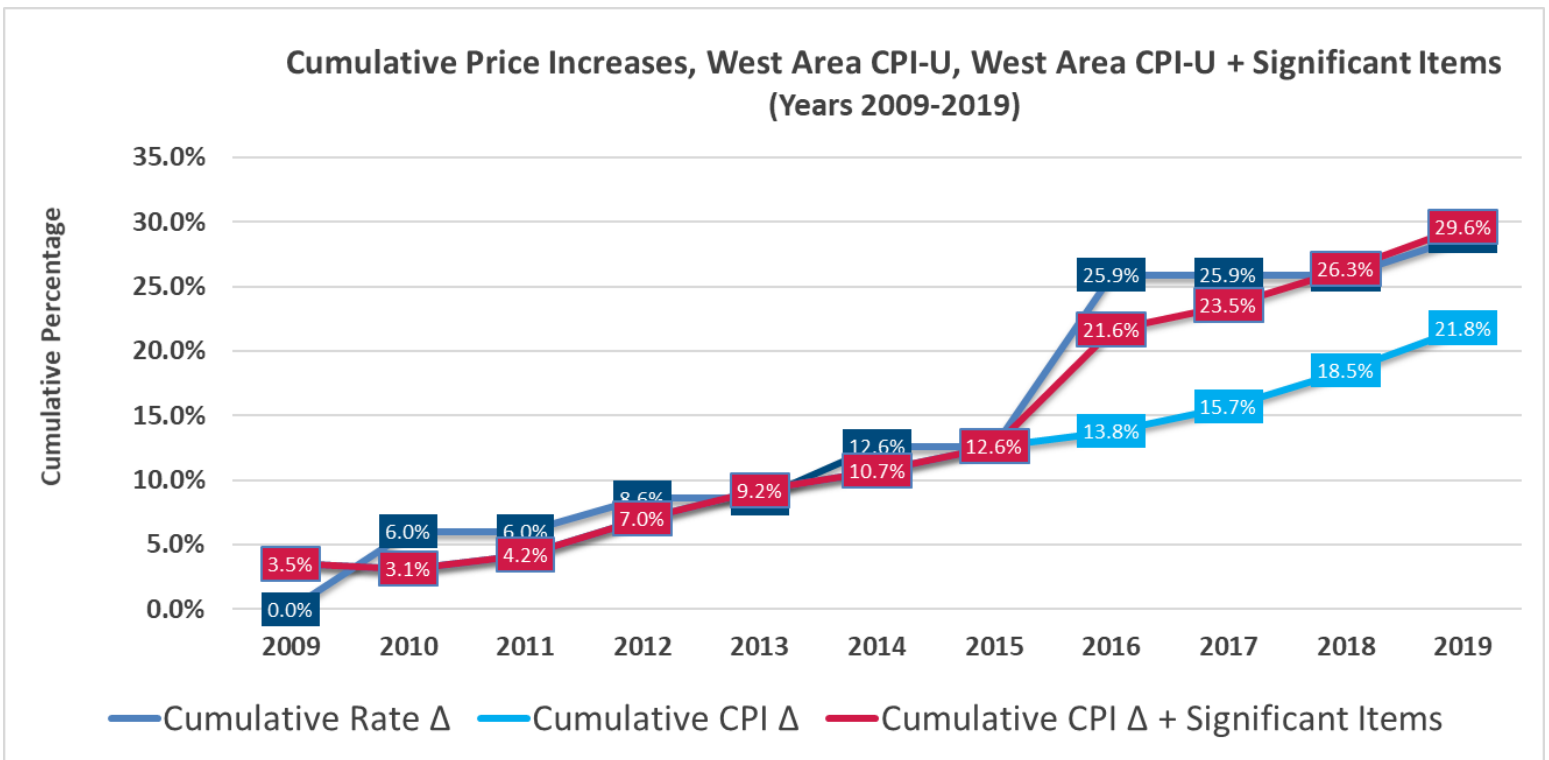
**REPUBLIC SERVICES OF MARION COUNTY  
WOODBURN  
STATEMENT OF INCOME  
FOR THE YEARS ENDED DECEMBER 31, 2017, 2018, and 2019/2020 (PROJECTED)**

	2017	2018	2019 No Rate Δ	2019 Rate Δ	% Δ	2020 No Rate Δ	2020 Rate Δ	% Δ
Revenue	4,882,632	5,020,441	5,020,441	5,171,054	3.0%	5,020,441	5,622,893	8.7%
Cost of Operations	3,732,322	3,983,916	4,099,271	4,106,815	3.1%	4,246,582	4,280,456	4.2%
Gross Profit	1,150,310	1,036,525	921,170	1,064,239	15.5%	773,859	1,342,437	26.1%
Sales, General and Administrative	434,518	462,854	473,269	473,569	2.3%	483,919	485,194	2.5%
Operating Income	715,792	573,671	447,901	590,670	3.0%	289,940	857,243	45.1%
Income Taxes	304,927	164,070	141,537	186,652	13.8%	100,319	296,606	58.9%
Net Income	410,865	409,601	306,364	404,018	-1.4%	189,620	560,637	38.8%
Net Income as a Percent of Revenue	8.4%	8.2%	6.1%	7.8%		3.8%	10.0%	

**REPUBLIC SERVICES OF MARION COUNTY  
WOODBURN  
SCHEDULE OF DIRECT EXPENSES  
FOR THE YEARS ENDED DECEMBER 31, 2017, 2018, and 2019 (PROJECTED)**

	2017	2018	% Δ	2019 No Rate	% Δ	2019 Rate Δ	% Δ
Cost of Operations							
Labor	795,742	822,658	3.4%	848,083	3.1%	848,083	3.1%
Repairs and Maintenance	308,603	279,689	-9.4%	288,333	3.1%	288,333	3.1%
Vehicle Operating Costs	175,644	199,235	13.4%	205,392	3.1%	205,392	3.1%
Facility	191,985	153,975	-19.8%	158,734	3.1%	158,734	3.1%
Insurance	113,630	130,273	14.6%	134,299	3.1%	134,299	3.1%
Disposal & Recycle Purchases	1,637,262	1,882,435	15.0%	1,940,613	3.1%	1,940,613	3.1%
Franchise Fees	248,460	251,482	1.2%	251,482	0.0%	259,027	3.0%
Other Operating Costs	34,150	48,051	40.7%	49,536	3.1%	49,536	3.1%
Depreciation	226,847	216,117	-4.7%	222,796	3.1%	222,796	3.1%
Total Cost of Operations	3,732,322	3,983,916	6.7%	4,099,271	2.9%	4,106,815	3.1%
Sales, General and Administrative							
Salaries	159,748	151,868	-4.9%	155,361	2.3%	155,361	2.3%
Rent and Office Expense	28,974	29,277	1.0%	29,950	2.3%	29,950	2.3%
Travel and Entertainment	3,412	2,389	-30.0%	2,444	2.3%	2,444	2.3%
Professional Fees	62,926	62,902	0.0%	64,348	2.3%	64,348	2.3%
Bad Debt Expense	21,626	9,999	-53.8%	9,999	0.0%	10,299	3.0%
Management Services	145,628	197,620	35.7%	202,166	2.3%	202,166	2.3%
Other Expenses	12,203	8,798	-27.9%	9,001	2.3%	9,001	2.3%
Total Sales, General, and Administrative	434,518	462,854	6.5%	473,269	2.3%	473,569	2.3%





- 2016: 30% disposal rate increase at the Marion County Burner
- 2019: Prorated share of rate increase proposed

# Rates



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**REPUBLIC SERVICES OF MARION COUNTY  
WOODBURN  
PROPOSED RATE CHANGES**

	Current	Proposed	% Δ	\$ Δ
<b>RESIDENTIAL RATES</b>				
20 gallon	22.92	25.67	12.0%	2.75
35 gallon	26.12	29.25	12.0%	3.13
65 gallon	37.03	41.47	12.0%	4.44
90 gallon	41.88	46.91	12.0%	5.03
<b>COMMERCIAL RATES</b>				
35 gallon	23.93	26.80	12.0%	2.87
65 gallon	35.26	39.49	12.0%	4.23
90 gallon	46.59	52.18	12.0%	5.59
1 yard	104.73	117.30	12.0%	12.57
1.5 yard	139.07	155.76	12.0%	16.69
2 yard	178.72	200.17	12.0%	21.45
3 yard	268.08	300.25	12.0%	32.17
4 yard	357.32	400.20	12.0%	42.88
5 yard	446.56	500.15	12.0%	53.59
6 yard	528.06	591.43	12.0%	63.37
8 yard	704.12	788.61	12.0%	84.49
<b>INDUSTRIAL RATES</b>				
10 yard	149.79	167.76	12.0%	17.97
20 yard	168.91	189.18	12.0%	20.27
30 yard	190.82	213.72	12.0%	22.90

**REPUBLIC SERVICES OF MARION COUNTY  
WOODBURN  
RATE COMPARISONS**

	Mt. Angel	Aurora *	Hubbard *	Silverton **	Woodburn Current	Woodburn Proposed
<b>RESIDENTIAL RATES</b>						
20 gallon	23.54	30.07	26.72	26.30	22.92	25.67
35 gallon	26.45	33.77	30.01	32.68	26.12	29.25
65 gallon	32.57	38.04	34.87	40.53	37.03	41.47
90 gallon	35.91	44.82	39.63	43.36	41.88	46.91
<b>COMMERCIAL RATES</b>						
35 gallon	20.86	27.49	23.67	23.13	23.93	26.80
65 gallon	27.41	40.95	N/A	N/A	35.26	39.49
90 gallon	33.86	54.64	46.54	36.78	46.59	52.18
1 yard	110.83	N/A	136.56	119.99	104.73	117.30
1.5 yard	147.06	215.76	181.17	159.52	139.07	155.76
2 yard	189.31	273.99	234.61	204.67	178.72	200.17
3 yard	267.78	412.34	352.37	289.17	268.08	300.25
4 yard	358.62	547.31	469.45	373.73	357.32	400.20
5 yard	440.00	685.88	549.05	493.73	446.56	500.15
6 yard	521.27	822.54	703.61	544.26	528.06	591.43
8 yard	610.82	1,097.20	938.22	713.33	704.12	788.61
<b>INDUSTRIAL RATES</b>						
10 yard	136.20	173.12	158.64	153.06	149.79	167.76
20 yard	149.48	196.01	179.58	166.88	168.91	189.18
30 yard	168.08	221.48	202.91	185.74	190.82	213.72
2018 Profitability	< 10.5%	< 8.5%	< 8.0%	< 8.5%	8.2%	8.2%
2019 Profitability	< 8.5%	< 6.5%	< 6.0%	< 6.5%	6.1%	7.8%

\* Approved by the City, pending resolution

\*\* Currently proposed through committee





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Republic Services of Marion County  
2215 N Front St  
Woodburn, OR 97071  
503.981.1278 • [republicservices.com](http://republicservices.com)

**COUNCIL BILL NO. 3112**

**RESOLUTION NO. 2144**

**A RESOLUTION APPROVING AN ADJUSTED RATE SCHEDULE FOR PROVIDING SOLID WASTE SERVICE WITHIN THE CITY OF WOODBURN AND REPEALING RESOLUTION 2087**

**WHEREAS**, Ordinance 2552 grants an exclusive franchise to United Disposal Services, Inc. ("United Disposal"), dba Republic Services of Marion County-Woodburn to collect, transport, and convey solid waste, recyclables, yard debris and other materials in the City; and

**WHEREAS**, the City Council previously adopted Resolution 2087 which established certain rates; and

**WHEREAS**, Republic Services has requested an adjustment to its residential, commercial, and Industrial rates and has submitted satisfactory evidence to the City Council to justify the proposed rate schedule; and

**WHEREAS**, the City Council conducted a public hearing to receive testimony and other evidence regarding the proposed rate schedule;

**NOW, THEREFORE,**

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

**Section 1.** That the Council finds that the rates proposed by United Disposal Inc., dba Republic Services of Marion County-Woodburn are fair and appropriate under the existing franchise. In making this determination, the Council has considered the following factors pursuant to Section 4 of Ordinance 2552:

- (1) increases in operating or capital costs;
- (2) increases in taxes, fees, and other governmental assessments;
- (3) increases in City population;
- (4) extension of City boundaries;
- (5) increase of intensive residential, commercial or industrial development within the City;



## City of Woodburn Residential Rate Sheet Effective 11/01/19

**Pick-up dates:** Mon/Fri.  
**Included with service weekly:** Trash  
**Bi-weekly:** 65G Mixed Recycle Cart and Bin

Size	Package Price
<b>20 gallon</b>	
REGULAR	\$25.67
OPT OUT - 35g RC CART	\$23.10
<b>35 gallon</b>	
REGULAR	\$29.25
NON-CURB HARDSHIP OWN CAN	[REDACTED]
<b>65 gallon</b>	
REGULAR	\$41.47
NON-CURB HARDSHIP OWN CAN	[REDACTED]
<b>90 gallon</b>	
REGULAR	\$46.91
NON-CURB HARDSHIP OWN CAN	[REDACTED]

Return fee: \$16.50  
 On-call pick-up: \$15.40  
 Sharps: \$19.80  
 Recycle only: \$11.00  
 Extra can/bag/box: \$10.18  
 Request to change or switch container: \$24.20  
 (after allowed one change @ n/c)  
 Recycle/Yard cart contaminated: \$18.70/cart

**Additional Yard Debris cart:**  
 65G: \$13.20/month  
 90G: \$13.48/month

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 30 days from invoice date.

A \$27.50 Service Interrupt Fee will be charged 45 days from invoice date.

**MFC Apts & Mobile Home Parks**  
 (4 or more adjoining units, under one billing)

Size	With Rec & Bin
<b>35 gallon</b>	\$31.63
<b>65 gallon</b>	\$43.07
<b>90 gallon</b>	\$48.57

**City of Woodburn  
Commercial Rate Sheet  
Effective 11/01/19**

Size	Commercial Cart	MFC Apts & Mobile Home Parks	Extra Trip (EXT)	Additional Services	Rate
35 gallon	\$26.80	\$31.63	\$21.70	Switch / Wash Out	\$ 45.10
65 gallon	\$39.49	\$43.07	\$24.85	Lock	\$ 27.50
90 gallon	\$52.18	\$48.57	\$28.05	Cart Redelivery Fee / No Pay	\$ 33.28
CBB	\$7.92			Return Trip Fee	\$ 16.50
Yard Cart	\$13.86				

\*One recycle cart is included with the service at no charge

\*MFC Apartments & Mobile Home Parks are 4 or more adjoining units, under one billing.

Size (Loose)	One X/Week	Two X/Week	Three X/Week	Four X/Week	Five X/Week	Extra Trip
1 yard	\$117.30	\$232.25	\$340.16	\$443.38	\$572.41	\$44.30
1.5 yard	\$155.76	\$308.40	\$451.70	\$588.77	\$760.10	\$53.95
2 yard	\$200.17	\$396.33	\$580.48	\$756.63	\$976.81	\$65.05
3 yard	\$300.25	\$594.49	\$870.72	\$1,134.94	\$1,465.22	\$90.05
4 yard	\$400.20	\$792.39	\$1,160.58	\$1,512.75	\$1,952.97	\$115.05
5 yard	\$500.15	\$990.29	\$1,450.43	\$1,890.56	\$2,440.72	\$140.05
6 yard	\$591.43	\$1,171.03	\$1,715.14	\$2,235.59	\$2,886.16	\$162.85
8 yard	\$788.61	\$1,561.46	\$2,286.98	\$2,980.96	\$3,848.44	\$212.15

**Manual Service rate:**

1-2 empties per week: \$22.00/month/container

3-6 empties per week: \$25.30/month/container

\*Cardboard available w/weekly service for NO CHARGE

\*Compacted containers charged @ 2.5 X's loose rate

**EXY (extra yardage):**

\$43.23 / yard

**TEMPORARY CONTAINERS**

SIZE	TOTAL	DELIVERY	DISPOSAL	EXY
3 yard	\$165.90	\$48.00	\$117.90	\$39.30/yard

Rent charge (\*apply 7 days from delivery date):

Day:\$8.00

Month: \$94.00

## City of Woodburn Industrial Rate Sheet Effective 11/01/19

Rent charge (\*apply 4 days from delivery date):

<b>Temporary:</b>	<b>Permanent:</b> (more than two hauls/month)
Day: \$13.75	Day: \$9.35
Month: \$154.00	Month: \$112.20

Screen box, per haul:	\$ 17.60
Relocate, per box:	\$ 62.98
Liner, per box:	\$ 62.98
Dry run, per box:	\$ 62.98
Overweight, per box:	\$ 187.00

Size	Total	Delivery	Haul	Disposal
<b>GARBAGE</b>				
<b>10 yard</b>	\$360.26	\$49.50	\$167.76	\$143.00
<b>20 yard</b>	\$524.68	\$49.50	\$189.18	\$286.00
<b>30 yard</b>	\$504.45	\$49.50	\$213.72	\$429.00

\*Weight limit is 10 tons/20,000 pounds

**Unacceptable drop box items:**

Hazardous materials, televisions, computer monitors and modems.

Tires and appliances will incur additional disposal costs (per item);

Passenger without rims	<b>\$6.60</b>
Passenger with rim	<b>\$7.70</b>
Truck without rims	<b>\$12.10</b>
Truck with rims	<b>\$18.70</b>
Tractor-falls under hourly labor rate	
Large appliances that contain Freon	<b>\$38.50</b>
Large appliances <i>without</i> Freon	<b>N/C</b>

<b>COMPACTOR HAUL</b>
*Disposal: 111% of WTEF rate (\$87.45)
<b>10 yard</b> \$200.48 /haul \$97.07/ton disp.
<b>15 yard</b> \$213.33 /haul \$97.07/ton disp.
<b>20 yard</b> \$226.11 /haul \$97.07/ton disp.
<b>25 yard</b> \$238.89 /haul \$97.07/ton disp.
<b>30 yard</b> \$238.89 /haul \$97.07/ton disp.
<b>40 yard</b> \$278.71 /haul \$97.07/ton disp.



**City of Woodburn  
Supplemental Service Rate Sheet  
Effective 11/01/19**

TYPE OF SERVICE	RATE
<b>Hourly labor rates (port to port):</b>	
<b>\$2.75/minute (two persons, one truck)</b>	
<b>\$3.85/minute (one person, one truck)</b>	
<b><u>Special services not listed:</u></b>	
Hauler will charge the reasonable cost of collection and disposal.	
Charge to be related to a similar schedule fee where possible.	
<b><u>Appliances:</u></b>	
Large appliances that contain Freon (accessible @ curb)	\$ 37.40
Large appliances <i>without</i> Freon (accessible @ curb)	\$ 13.20
<b><u>Bathtub/Sink/Toilet:</u></b>	
Fiberglass tub/shower	\$ 18.70
Cast iron tub/shower	\$ negotiable
Toilet	\$ 16.50
Sinks	\$ 16.50
<b><u>Car Batteries:</u></b>	
Return to place or purchase or call recycle hotline for drop off locations, 503.588.5169	
For Hauler to pick up at curb	\$ 16.50
<b><u>Carpets:</u></b>	
Wet/dry	\$42.90/yard
<b><u>Christmas Trees:</u></b>	
Tinsel or flocked trees-garbage disposal rates would apply	\$ 18.70
Residential Green-picked up at curb: Two weeks following Christmas day:	\$ -
Commercial (accessible @ curb)	\$ 18.70
<b>Large furniture:</b> (per item)	\$ 37.40
<b>Small furniture:</b> (per item)	\$ 25.30
<b>Hide-a-bed:</b> (per item)	\$ 37.40
<b><u>Mattresses:</u></b>	
Twin mattress	\$ 13.20
Twin box spring	\$ 13.20
Double/queen mattress	\$ 18.70
Double/queen box spring	\$ 18.70
King mattress	\$ 25.30
King box spring	\$ 25.30

Customers shall not place hazardous chemicals, paints, corrosive materials, hot ashes or dirt/rocks into the carts or bins.

Damaged carts or bins due to noncompliance with the above restrictions, or unretrieved carts or bins may be replaced by the hauler the below cost to the customers:

**Damaged or unretrieved carts or bin:**

Cart:	\$ 90.20	Each
Bin	\$ 16.50	Each

**Vacation credit:**

There will be a prorated credit allowed on the regular monthly charge for service which is canceled for two weeks or more, when Hauler is notified no later than noon on the business day, excluding weekends, prior to the date of discontinuance.

No credit will be allowed for service which is canceled for less than two weeks.

**Return trip fee:**

Where the customer does not have the cart, container or drop box at the regular location ready to be emptied when the hauler's truck arrives is subject to a return trip fee as detailed on the rate structure spreadsheets.

**Manual Service Charge:**

Receptacle(s) must be located in a single location with acceptable vehicle turning radius and adequate drive up access. Receptacle(s) must be accessible without manual movement, if manual movement by driver is required in order to service receptacle(s), a monthly manual service charge will apply.

**Bankruptcy and account closures for failure to pay:**

Payment of service provided and two months advance payment required for residential and commercial service. Payment is due at delivery of service for industrial service.

**Service interrupt fee/late fees:**

A late fee of 18% per annum with a \$5.00 monthly minimum will be charged for non-payment after 45 days from invoice date for all lines of business.

Flat fee of \$27.50 will charged after 60 days of non-payment for all lines of business.



# Agenda Item

November 12, 2019

TO: Honorable Mayor and Council through City Administrator

FROM: Sandra Montoya, Finance Director

SUBJECT: **FY 2019/20 SUPPLEMENTAL BUDGET REQUEST FOR CREATION OF PERS SIDE ACCOUNT**

### RECOMMENDATION:

Oregon Budget Law (ORS 294 .471(1)) provides for changes to adopted budgets through a supplemental process that requires the City provide notice of proposed changes, and if the changes are greater than 10% of any fund’s total expenditures, to hold a public hearing to discuss the proposed changes and accept public testimony on the changes. Like the adopted budget, supplemental budget requests must be balanced; in other words, net revenue and net expense for the request must be equal. Public notice via the Woodburn Independent was provided and the hearing will be held prior to consideration of the resolution.

Consistent with the City Council FY 2019/20 Goals and current FY adopted Budget Policies, it is recommended that the City Council hold a public hearing and adopt the attached resolution approving a supplemental budget in the amount of **\$733,333**. This amount will be transferred (see Exhibit A) into the City’s Public Employees Retirement System (PERS) Reserve Fund, bringing the City’s PERS Reserve Fund budget balance to **\$2,823,043**, which is the maximum, per side account contribution that will be matched under the State’s funding program.

The resolution authorizes the payment of **\$2,823,043** to the PERS Employer Incentive Fund (EIF) for the creation of a side account that will reduce the City’s existing liability and is expected to lower annual PERS costs to the City

### Background and Discussion:

On June 11, 2019, Oregon Governor Kate Brown signed Senate Bill 1049 to reduce the costs public employers pay into the state Public Employees Retirement System (PERS). The law aims to reduce the System’s unfunded liability by dedicating **\$100 million** in lottery revenue from state sports betting for the

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

creation of a matching fund. The EIF provides a 25% match on qualifying employer lump-sum payment(s) made between June 2, 2018 and August 31, 2020.

As of the December 31, 2017 the City has an unfunded actuarial liability (UAL) of **\$14.1 million** on a payroll of **\$8.2 million**. This results in an unfunded liability of 173%, which enables Woodburn to apply for an EIF match effective December 2, 2019. Using the calculations provided by the PERS actuary, a City contribution of **\$2,823,043** is eligible to receive **\$705,761** from the EIF program. (Note: Additional contributions into separate side accounts will also be eligible for funding match, assuming EIF revenue is still available.)

In FY 2018/19 the City Council approved the establishment of a PERS Reserve Fund for the creation of a PERS side account in anticipation of EIF program. The budgeted fund balance in FY 2019/20 is **\$2,089,710**, meaning that the City's PERS Reserve Fund is **\$733,333** short of making the maximum EIF contribution of **\$2,823,043**. Because of the long-term financial benefit associated with reduced PERS costs to the City, it is recommended that the City transfer \$733,333 to achieve the maximum return on the PERS side account (see Exhibit B).

The recommendation is to fund the **\$733,333** by using a combination of prior/current year savings in operations, or use of contingency. Should Council approve the resolution to increase budget authority and make the recommended transfers, the amendments shown on the following table will be made and the funds will be transferred to PERS on January 1, 2020. Once transferred to PERS, the funds will no longer be available for City operational use, but immediate PERS rate relief will be experienced.

SUMMARY OF PROPOSED BUDGET CHANGES					
Funds	Operating**	Transfers	Debt	Contingency	Total
General Fund 001*					
Adopted	\$ 14,370,750	\$ 408,290	\$ 575,000	\$ 3,761,890	\$ 19,115,930
Change	-	460,000	-	(460,000)	-
Amended	14,370,750	868,290	575,000	3,301,890	19,115,930
Building Fund 123					
Adopted	1,503,480	6,480	-	1,322,040	2,832,000
Change	-	28,000	-	(28,000)	-
Amended	1,503,480	34,480	-	1,294,040	2,832,000
Street Fund 140					
Adopted	2,787,780	2,095,750	-	1,000,000	5,883,530
Change	-	46,000	-	(46,000)	-
Amended	2,787,780	2,141,750	-	954,000	5,883,530
Water Fund 470					
Adopted	2,720,490	65,850	1,624,950	128,780	4,540,070
Change	(68,000)	68,000	-	-	-
Amended	2,652,490	133,850	1,624,950	128,780	4,540,070
Sewer Fund 472					
Adopted	4,383,060	1,046,200	4,469,000	798,660	10,696,920
Change	(99,000)	99,000	-	-	-
Amended	4,284,060	1,145,200	4,469,000	798,660	10,696,920
IT Fund 568					
Adopted	1,104,720	4,840	-	193,440	1,303,000
Change	-	21,000	-	(21,000)	-
Amended	1,104,720	25,840	-	172,440	1,303,000
Insurance Fund 581					
Adopted	868,340	690	-	547,970	1,417,000
Change	-	3,000	-	(3,000)	-
Amended	868,340	3,690	-	544,970	1,417,000
Urban Renewal Fund 720					
Adopted	4,213,200	2,290	268,500	200,010	4,684,000
Change	-	10,000	-	(10,000)	-
Amended	4,213,200	12,290	268,500	190,010	4,684,000
TOTAL					
Adopted	31,951,820	3,630,390	6,937,450	7,952,790	50,472,450
Change	(167,000)	735,000	-	(568,000)	-
Amended	31,784,820	4,365,390	6,937,450	7,384,790	50,472,450
<b>Fund</b>					
<b>Reserve for PERS Fund 693</b>					
<b>Resource or Revenues</b>	<b>Fund Balance</b>	<b>Transfers</b>	<b>Misc Revenue</b>	<b>Contingency</b>	<b>Total</b>
Adopted	1,667,000	362,710	60,000	-	2,089,710
Change	-	735,000	-	-	735,000
Amended	1,667,000	1,097,710	60,000	-	2,824,710
<b>Requirement or Expenditures</b>	<b>Operating**</b>	<b>Transfers</b>	<b>Debt</b>	<b>Contingency</b>	<b>Total</b>
Adopted	2,089,710	-	-	-	2,089,710
Change	735,000	-	-	-	735,000
Amended	\$ 2,824,710	\$ -	\$ -	\$ -	\$ 2,824,710

Comments: Transfer additional monies into Reserve for PERS Fund 693

\* General Fund transfer includes Transit share of \$28,000

\*\* Operating includes personnel, materials and services and capital outlay

<b>Woodburn's PERS 12/31/17 Actuarial Valuation</b>	<b>Maximum EIF Contribution</b>	<b>Available FY19-20 Budget</b>	<b>Difference (Max - Budget)</b>
City Contribution	\$ 2,823,043	\$ 2,089,710	\$ 733,333
PERS Match (EIF program 25% of contribution)	\$ 705,761	\$ 522,428	\$ 183,333
	\$ 3,528,804	\$ 2,612,138	\$ 916,666
Unfunded Liability Balance (before contribution)	\$ 14,115,216	\$ 14,115,216	
PERS 12/31/17 UAL as % of Payroll (before contribution)	173%	173%	
Unfunded Liability Balance (after contribution)	\$ 10,586,412	\$ 11,503,078	
PERS 12/31/17 UAL as % of Payroll (after contribution)	130%	141%	

**COUNCIL BILL NO. 3113**

**RESOLUTION NO. 2145**

**A FY 2019-2020 RESOLUTION APPROVING \$733,333 IN TRANSFERS OF APPROPRIATIONS IN VARIOUS FUNDS AND APPROVING THE CREATION OF A SIDE ACCOUNT THROUGH THE CONTRIBUTION OF \$2,823,043 TO PERS**

**WHEREAS**, ORS 294.463(1)(a) permits “transfers of appropriations” within any fund “when authorized by official resolution or ordinance of the governing body”; and

**WHEREAS**, ORS 294.463(2) limits “transfers of general operating contingency appropriations to not more than fifteen (15) percent of the total appropriations of the fund” unless adopted pursuant to a supplemental budget; and

**WHEREAS**, transfers made pursuant to any of the above must state the need for the transfer, the purpose for the authorized expenditure, and the amount of the appropriation transferred; and

**WHEREAS**, ORS 294.471(1)(a) permits supplemental budgets when “an occurrence of condition which had not been ascertained at the time of the preparation of a budget for the current year or current budget period which requires a change in financial planning”; and

**WHEREAS**, ORS 294.473 requires the governing body to hold a public hearing on the supplemental budget when the estimated expenditures contained in the supplemental budget for fiscal year or budget period differ by ten (10) percent or more of any one of the individual funds contained in the regular budget for that fiscal year; and

**WHEREAS**, the transfers contained herein are made pursuant to ORS 294.463; and

**WHEREAS**, the supplemental budget contained herein is made pursuant to ORS 294.471; and

**WHEREAS**, a public hearing was held November 12, 2019 on the supplemental budget changes, **NOW THEREFORE**,

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

**Section 1.** That pursuant to the applicable ORS provisions cited above, the City Council hereby approves the transfers of appropriation and supplemental

budget for FY 2019-20 in the amounts listed in Exhibit "A" and a contribution to PERS totaling \$2,823,043 for the creation of a side account.

SUMMARY OF PROPOSED BUDGET CHANGES						
Funds	Operating**	Transfers	Debt	Contingency	Total	
<b>General Fund 001*</b>						
Adopted	\$ 14,370,750	\$ 408,290	\$ 575,000	\$ 3,761,890	\$ 19,115,930	
Change	\$ -	\$ 460,000	\$ -	\$ (460,000)	\$ -	
Amended	\$ 14,370,750	\$ 868,290	\$ 575,000	\$ 3,301,890	\$ 19,115,930	
<b>Building Fund 123</b>						
Adopted	\$ 1,503,480	\$ 6,480	\$ -	\$ 1,322,040	\$ 2,832,000	
Change	\$ -	\$ 28,000	\$ -	\$ (28,000)	\$ -	
Amended	\$ 1,503,480	\$ 34,480	\$ -	\$ 1,294,040	\$ 2,832,000	
<b>Street Fund 140</b>						
Adopted	\$ 2,787,780	\$ 2,095,750	\$ -	\$ 1,000,000	\$ 5,883,530	
Change	\$ -	\$ 46,000	\$ -	\$ (46,000)	\$ -	
Amended	\$ 2,787,780	\$ 2,141,750	\$ -	\$ 954,000	\$ 5,883,530	
<b>Water Fund 470</b>						
Adopted	\$ 2,720,490	\$ 65,850	\$ 1,624,950	\$ 128,780	\$ 4,540,070	
Change	\$ (68,000)	\$ 68,000	\$ -	\$ -	\$ -	
Amended	\$ 2,652,490	\$ 133,850	\$ 1,624,950	\$ 128,780	\$ 4,540,070	
<b>Sewer Fund 472</b>						
Adopted	\$ 4,383,060	\$ 1,046,200	\$ 4,469,000	\$ 798,660	\$ 10,696,920	
Change	\$ (99,000)	\$ 99,000	\$ -	\$ -	\$ -	
Amended	\$ 4,284,060	\$ 1,145,200	\$ 4,469,000	\$ 798,660	\$ 10,696,920	
<b>IT Fund 568</b>						
Adopted	\$ 1,104,720	\$ 4,840	\$ -	\$ 193,440	\$ 1,303,000	
Change	\$ -	\$ 21,000	\$ -	\$ (21,000)	\$ -	
Amended	\$ 1,104,720	\$ 25,840	\$ -	\$ 172,440	\$ 1,303,000	
<b>Insurance Fund 581</b>						
Adopted	\$ 868,340	\$ 690	\$ -	\$ 547,970	\$ 1,417,000	
Change	\$ -	\$ 3,000	\$ -	\$ (3,000)	\$ -	
Amended	\$ 868,340	\$ 3,690	\$ -	\$ 544,970	\$ 1,417,000	
<b>Urban Renewal Fund 720</b>						
Adopted	\$ 4,213,200	\$ 2,290	\$ 268,500	\$ 200,010	\$ 4,684,000	
Change	\$ -	\$ 10,000	\$ -	\$ (10,000)	\$ -	
Amended	\$ 4,213,200	\$ 12,290	\$ 268,500	\$ 190,010	\$ 4,684,000	
<b>TOTAL</b>						
Adopted	\$ 31,951,820	\$ 3,630,390	\$ 6,937,450	\$ 7,952,790	\$ 50,472,450	
Change	\$ (167,000)	\$ 735,000	\$ -	\$ (568,000)	\$ -	
Amended	\$ 31,784,820	\$ 4,365,390	\$ 6,937,450	\$ 7,384,790	\$ 50,472,450	
<b>Fund</b>						
<b><u>Reserve for PERS Fund 693</u></b>						
<b>Resource or Revenues</b>	<b>Fund Balance</b>	<b>Transfers</b>	<b>Misc Revenue</b>	<b>Contingency</b>	<b>Total</b>	
Adopted	\$ 1,667,000	\$ 362,710	\$ 60,000	\$ -	\$ 2,089,710	
Change	\$ -	\$ 735,000	\$ -	\$ -	\$ 735,000	
Amended	\$ 1,667,000	\$ 1,097,710	\$ 60,000	\$ -	\$ 2,824,710	
<b>Requirement or Expenditures</b>	<b>Operating**</b>	<b>Transfers</b>	<b>Debt</b>	<b>Contingency</b>	<b>Total</b>	
Adopted	\$ 2,089,710	\$ -	\$ -	\$ -	\$ 2,089,710	
Change	\$ 735,000	\$ -	\$ -	\$ -	\$ 735,000	
Amended	\$ 2,824,710	\$ -	\$ -	\$ -	\$ 2,824,710	

Comments: Transfer additional monies into Reserve for PERS Fund 693  
\* General Fund transfer includes Transit share of \$28,000  
\*\* Operating includes personnel, materials and services and capital outlay



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

November 12, 2019

TO: Honorable Mayor and City Council  
FROM: Jamie Johnk, Economic Development Director  
SUBJECT: **Expansion of the Woodburn-Gervais Enterprise Zone**

## **RECOMMENDATION:**

- (1) Conduct a public hearing on expanding the Woodburn-Gervais Enterprise Zone to include the 108 acres of recently annexed industrial land located in the Southwest Industrial Reserve (SWIR) area west of I-5.
- (2) Consider the attached resolution recommending that the boundary of the Woodburn-Gervais Enterprise Zone be expanded.

## **BACKGROUND:**

Woodburn was designated as an enterprise zone (EZ) in July 2010. In January 2014 Woodburn's enterprise zone was expanded to include the City of Gervais and was designated the Woodburn -Gervais Enterprise Zone.

The enterprise zone program provides important tools for communities to utilize in retaining and attracting new employers, while supporting the strategy of creating more local employment opportunities for our residents. Enterprise zones encourage business investment through property tax relief. In exchange for locating or expanding a business in an enterprise zone, eligible (non-retail) businesses receive total exemption from the property taxes normally assessed on new plants and/or equipment for a specified amount of time, which varies between the different community programs. Eligible businesses typically include manufacturers, processors, shippers and a variety of operations that serve other organizations, as well as call centers and headquarter-type facilities. Generally, construction, financial and retail activities are ineligible.

Procedurally, notice to taxing districts must be provided 21 days in advance of City Council's consideration. Notice was sent to taxing districts on October 9, 2019 (Attachment A). The proposed expansion meets the procedural standards of state statutes.

---

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

As required by statute, the Gervais City Council is anticipated to adopt a resolution (Attachment B) on November 7, 2019 supporting the expansion of the Woodburn-Gervais Enterprise Zone.

**DISCUSSION:**

The City Council is required to first hold a public hearing on the proposed expansion. After consideration of public input, the Council may adopt the attached resolution for a boundary change of the enterprise zone. Following Council's adoption of the attached Resolution, the City's Economic Development Director shall submit the requested boundary change to Business Oregon.

**FINANCIAL IMPACT:**

Expanding the zone itself only costs staff time, however, expansion of the new area will have potential impacts on property taxes collected on new buildings, machinery, and equipment in the expanded area for 3-5 years after a subject business moves or expands their operations within the district.

Attachments:

- Letter to the taxing districts
- City of Gervais draft Resolution

# WOODBURN-GERVAIS ENTERPRISE ZONE PROGRAM

October 8, 2019

## RE: Expansion of the Woodburn-Gervais Enterprise Zone Boundary

The City of Woodburn received Enterprise Zone designation in 2010 and expanded its boundaries to include the City of Gervais in 2014. The City of Woodburn is seeking to expand the Woodburn-Gervais Enterprise Zone boundary and bring in 108 acres of recently annexed industrial land located in the Southwest Industrial Reserve (SWIR) area west of I-5.

The process requires both the City of Woodburn and City of Gervais to pass a resolution supporting the boundary expansion. Following adoption of respective resolutions, the boundary change will be submitted to business Oregon for their approval.

The current Woodburn-Gervais Enterprise Zone boundaries as well as the proposed areas to be added include relevant tax codes, such that the zones could affect future property tax collections in your district. Therefore, as a taxing agency, you are being notified of the proposed amendment in order for you to provide comment on the proposal, either at the hearing or by sending comments.

### Gervais City Council:

- At its hearing on **November 7, 2019 at 7:00 p.m.** at **Gervais City Hall** located at **592 4<sup>th</sup> Street, Gervais** the Gervais City Council will consider a resolution supporting the proposed boundary expansion.
- Comment to: **Susie Marston, City Manager, City of Gervais, 592 4<sup>th</sup> Street, Gervais** or by email: [smarston@cityofgervais.com](mailto:smarston@cityofgervais.com) no later than **5:00 p.m. November 7, 2019**

### Woodburn City Council:

- At its hearing on **November 12, 2019 at 7:00 p.m.** at **Woodburn City Hall** located at **270 Montgomery Street, Woodburn** the Woodburn City Council will consider a resolution requesting the proposed boundary expansion.
- Comment to: **Heather Pierson, City Recorder City of Woodburn, 270 Montgomery Street, Woodburn** or email: [heather.pierson@ci.woodburn.or.us](mailto:heather.pierson@ci.woodburn.or.us) no later than **5:00 p.m. November 12, 2019**.

Please note that an enterprise zone only exempts new property that a job-creating business might build or install in the enterprise zone at some future time. In addition, an enterprise zone exemption is temporary, usually lasting only three years, after which time the property induced by these incentives is available for assessment. An extension to four or five years in total is possible in some cases providing that the business is paying their new employees at wage of 150% of the County average wage (\$67,134 annually).

Finally, none of these property tax exemptions would be available to just any business. Most commercial/retail operations would not be eligible. Rather, the primary beneficiaries of enterprise zone benefits manufacturing and other traded-sector facilities.

Should you have questions or require additional information, please feel free to contact the Zone Manager:

**Jamie Johnk, Zone Manager**  
**Woodburn-Gervais Enterprise Zone**  
**270 Montgomery Street | Woodburn OR**  
**Phone: 503-980-6319 | Email: [Jamie.johnk@ci.woodburn.or.us](mailto:Jamie.johnk@ci.woodburn.or.us)**

Thank you for supporting the Woodburn-Gervais economic development and business communities.

Sincerely,

*Jamie Johnk*

Jamie Johnk, Zone Manager  
Woodburn-Gervais Enterprise Zone

**CITY OF GERVAIS  
RESOLUTION NO. 19-010**

**A RESOLUTION FOR WOODBURN-GERVAIS ENTERPRISE ZONE BOUNDARY CHANGE.**

**WHEREAS**, the Oregon Enterprise Zone Act, Oregon Revised Statutes 285C.045-285C.250, authorizes the designation of Enterprise Zones, and provides for property tax abatement, job creation, and local municipal incentives to stimulate economic development in economically disadvantaged areas; and

**WHEREAS**, in March, 2010, the Woodburn City Council adopted Resolution No. 1961, authorizing the City of Woodburn to apply for an enterprise zone, which was on **July 1, 2010**, awarded and designated as the Woodburn Enterprise Zone by the Director of Business Oregon; and

**WHEREAS**, in January 2014, the Woodburn City Council adopted Resolution No. 2038, which provided for a boundary expansion of the zone, incorporating the City of Gervais and designating the expanded zone as the Woodburn-Gervais Enterprise Zone by the Director of Business Oregon; and

**WHEREAS**, the designation of an Enterprise Zone does not grant or imply permission to develop land within the Zone without complying with all prevailing zoning, regulatory and permitting processes and restrictions of any and all local jurisdictions; nor does it indicate any public intent to modify those processes or restrictions, unless otherwise in agreement with applicable comprehensive land use plans; and

**WHEREAS**, this Enterprise Zone and the three (3) to five (5) year property tax exemptions it offers for new investments in plant and equipment by eligible business firms are critical elements of local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses and to secure and diversify the local economic base; and

**WHEREAS**, the officials of the City of Gervais and City of Woodburn are agreed in requesting a change in the boundary of the Woodburn-Gervais Enterprise Zone that would add the areas indicated in the attached map (Exhibit A) and legal description (Exhibit B), such that the amended Enterprise Zone would be configured according to the attached map and description (Exhibits C and D); and

**WHEREAS**, special notification was sent to all affected taxing districts; and

**WHEREAS**, a public meeting was held in the City of Gervais on November 7, 2019, and a public meeting will be held in the City of Woodburn on November 12, 2019, to hear the response of

the citizenry to the proposed change in the boundary of the Woodburn-Gervais Enterprise Zone requested herein; and

**WHEREAS**, this change in the boundary of the Woodburn-Gervais Enterprise Zone would enable eligible business firms locating or expanding in the additional 108 acres of industrial land in the city of Woodburn's limits to be eligible for the Enterprise Zone Program, which would benefit the local area through encouraging new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Gervais to request a change in the boundary of the Woodburn-Gervais Enterprise Zone as follows:

- Section 1.** That the City of Gervais requests a change in the boundary of the Woodburn-Gervais Enterprise Zone as shown in the attached maps and legal descriptions (Exhibits A-D attached).
  
- Section 2.** That on behalf of the cities of Woodburn and Gervais, the City of Woodburn Economic Development Director is hereby authorized to prepare and submit technical memoranda to Business Oregon, along with this resolution and other necessary documents, verifying that the requested boundary change to the Woodburn-Gervais Enterprise Zone is in compliance with the requirements of ORS 285C.115, so that the request herein may be approved by order of Business Oregon's department's director.
  
- Section 3.** That the change in the boundary of the Woodburn-Gervais Enterprise Zone take effect on the date that this Resolution is adopted, or later as so stipulated by Business Oregon in its determination following any revision or resubmission of documentation by the Woodburn Economic Development Director.

**ADOPTED** by the City Council of the City of Gervais this 7th day of November, 2019.

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Shanti M. Platt, Mayor

ATTEST:

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Timothy Rhyne, City Recorder

**COUNCIL BILL NO. 3114**

**RESOLUTION NO. 2146**

**A RESOLUTION FOR WOODBURN-GERVAIS ENTERPRISE ZONE BOUNDARY CHANGE**

**WHEREAS**, the Oregon Enterprise Zone Act, ORS 285C.045-285C.250, authorizes the designation of Enterprise Zones, and provides for property tax abatement, job creation, and local municipal incentives to stimulate economic development in an economically disadvantaged areas; and

**WHEREAS**, in March 2010, the City Council adopted Resolution No. 1961, authorizing the City of Woodburn to apply for an enterprise zone, which was on July 1, 2010, awarded and designated as the Woodburn Enterprise Zone by the Director of Business Oregon; and

**WHEREAS**, in January 2014, the City Council adopted Resolution No. 2038, providing for a boundary expansion of the zone, incorporating the City of Gervais and designating the expanded zone as the Woodburn-Gervais Enterprise Zone by the Director of Business Oregon; and

**WHEREAS**, the designation of an Enterprise Zone does not grant permission to develop land without complying with all prevailing zoning, regulatory and permitting processes; and

**WHEREAS**, this Woodburn-Gervais Enterprise Zone and the three (3) to five (5) year property tax exemptions it offers for new investments in plant and equipment by eligible business firms are critical elements of local efforts to increase employment opportunities, to raise local incomes, to attract investments by new and existing businesses and to secure and diversify the local economic base; and

**WHEREAS**, the cities of Woodburn and Gervais are agree to request a change in the boundary of the Woodburn-Gervais Enterprise Zone that would add the areas indicated in the attached map (Exhibit A) and legal description (Exhibit B), such that the amended Enterprise Zone would be configured according to the attached map and description (Exhibits C and D); and

**WHEREAS**, special notification was sent to all affected taxing districts; and



**WHEREAS**, a public meeting was held in the City of Gervais on November 7, 2019, and a public meeting was held in the City of Woodburn on November 12, 2019, to hear the response of the citizenry to the proposed change in the boundary of the Woodburn-Gervais Enterprise Zone requested herein; and

**WHEREAS**, this change in the boundary of the Woodburn-Gervais Enterprise Zone would enable eligible business firms locating or expanding in the additional 108 acres of industrial land in the City of Woodburn’s limits to be eligible for the Enterprise Zone Program, which would benefit the local area through encouraging new business investment, job creation, higher incomes for local residents, and greater diversity of economic activity; **NOW THEREFORE**,

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

**Section 1.** That the City of Woodburn requests a change in the boundary of the Woodburn-Gervais Enterprise Zone as shown in the attached maps and legal descriptions (Exhibits A-D attached).

**Section 2.** That on behalf of the cities of Woodburn and Gervais, the City of Woodburn Economic Development Director is hereby authorized to prepare and submit technical memoranda to Business Oregon, along with this resolution and other necessary documents, verifying that the requested boundary change to the Woodburn – Gervais Enterprise Zone is in compliance with the requirements of ORS 285C.115, so that the request herein may be approved by order of Business Oregon’s department’s director.

**Section 3.** That the change in the boundary of the Woodburn-Gervais Enterprise Zone take effect on the date that this Resolution is adopted, or later as so stipulated by Business Oregon in its determination following any revision or resubmission of documentation by the Woodburn Economic Development Director.

Approved: \_\_\_\_\_  
Eric Swenson, Mayor

Passed by the Council: \_\_\_\_\_

Submitted to the Mayor: \_\_\_\_\_

Approved by the Mayor: \_\_\_\_\_

Filed in the Office of the Recorder: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon

# EXHIBIT MAP - ANNEXATION AREA

LOCATED IN THE SOUTHEAST 1/4 OF SECTION 11  
AND THE NORTHEAST 1/4 OF SECTION 14,  
TOWNSHIP 5 SOUTH, RANGE 2 WEST, W.M.,  
MARION COUNTY, OREGON

S37°15'44"W  
24.52'

BUTTEVILLE ROAD

ELESBAN MARTINEZ LOPEZ ET AL  
REEL 3159, PAGE 345  
(MARCH 18, 2010)

LOT 1  
"FANFAIRE SUBDIVISION"

N88°04'44"W 850.74' STATE HIGHWAY 219

N88°04'44"W 237.92'

N01°34'04"E 1090.22'

WOODBURN CHURCH  
OF THE NAZARENE  
VOL. 766, PAGE 227  
(NOV. 29, 1973)

LENGTH = 242.21'  
RADIUS = 1175.92'  
DELTA = 11°48'05"  
CHORD = S08°01'08"W 241.78'

POINT OF BEGINNING

STAFNEY LANE NE

WOODLAND AVENUE

EXISTING  
CITY LIMITS

BUTTEVILLE ROAD

DARMA REAL ESTATE  
PARTNERSHIP, LP  
REEL 3326, PAGE 32  
(OCT. 18, 2011)

PARCEL 2  
PARTITION PLAT  
NO. 2004-105

S02°07'11"W 1611.35'

N01°43'32"E 2968.35'

S01°58'38"W 1517.79'

LENGTH = 200.13'  
RADIUS = 80305.00'  
DELTA = 0°08'34"  
CHORD = S02°02'57"W 200.13'

N37°28'11"E 13.31'

S88°18'12"E 1248.16'

INTERSTATE 5  
174'



SCALE 1" = 600 FEET



REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Clinton H. Stubbs Jr.*

OREGON  
JANUARY 15, 2002  
CLINTON H. STUBBS JR.  
55469LS

RENEWAL DATE: 06/30/18

PREPARED FOR:  
SPECHT WOODBURN, LLC  
10260 SW GREENBERG RD.,  
SUITE 170  
PORTLAND, OR 97223

JOB NAME: I-5 LOGISTICS  
JOB NUMBER: 1567  
DRAWING NUMBER: 1567 ANNEX  
DRAWN BY: CH S  
CHECKED BY: SFF

**NORTHWEST  
SURVEYING, Inc.**

1815 NW 169th PLACE,  
SUITE 2090  
BEAVERTON, OR 97006  
PHONE: 503-848-2127  
FAX: 503-848-2179  
nwsurveying@nwsrvy.com



1815 NW 169<sup>th</sup> Place, Suite 2090  
 Beaverton, OR 97006  
 Telephone: 503-848-2127

## Annexation Area Description

March 12, 2017

NWS Project Number 1567

REGISTERED  
 PROFESSIONAL  
 LAND SURVEYOR

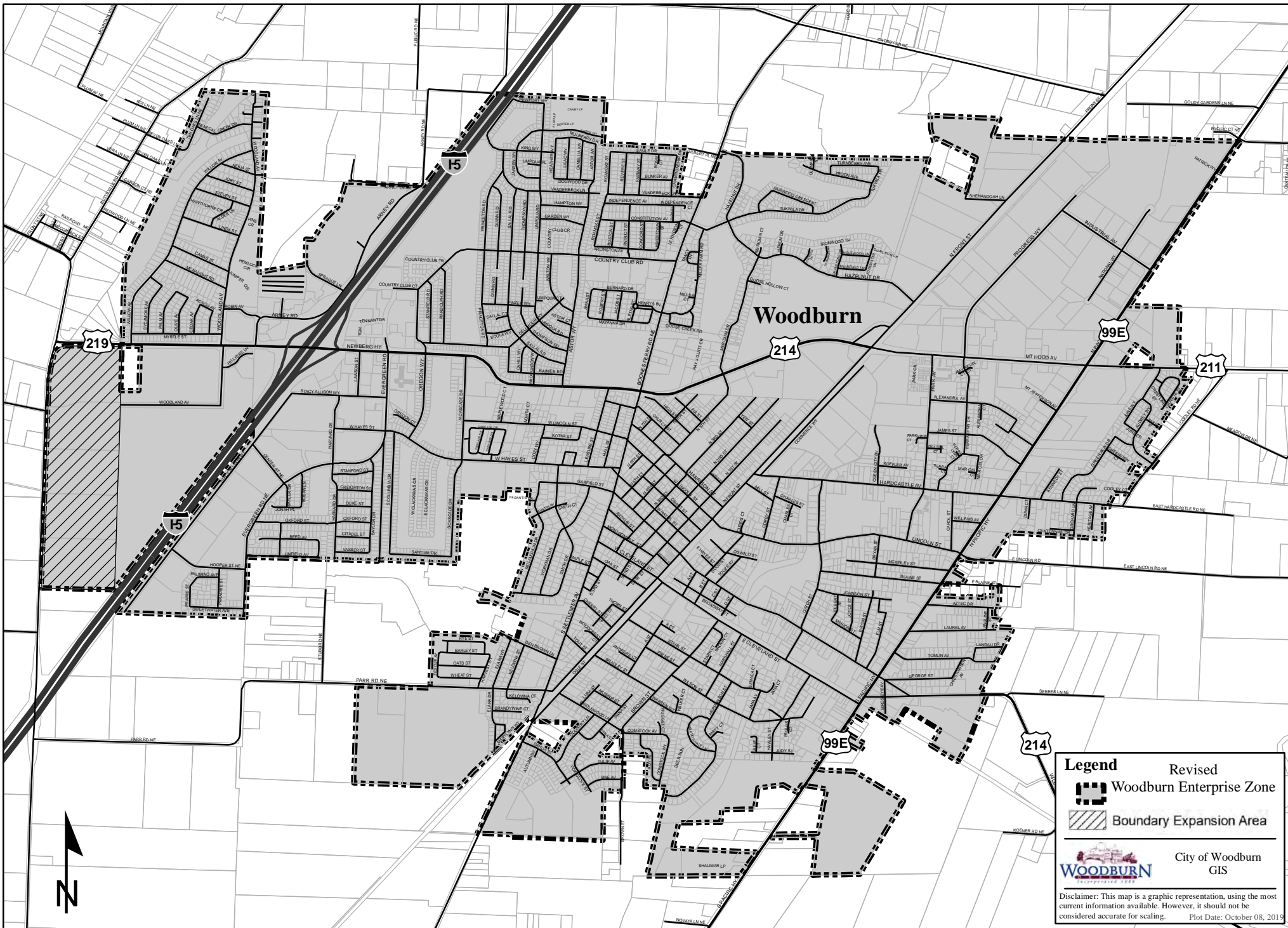
OREGON  
 JANUARY 15, 2002  
 CLINTON H. STUBBS JR.  
 55469LS

RENEWAL DATE: 06/30/18

A tract of land located in the southeast one-quarter of Section 11 and the northeast one-quarter of Section 14, Township 5 South, Range 2 West, Willamette Meridian, Marion County, Oregon, and being more particularly described as follows:


Beginning at the most westerly northwest corner of Parcel 2 of Partition Plat No. 2004-105, Marion County Plat Records, said point being on the easterly boundary of that property conveyed to Darna Real Estate Partnership, LP on October 18, 2011 by a deed recorded in Reel 3326, Page 32, Marion County Deed Records; Thence along said easterly boundary and the northerly extension thereof, North  $01^{\circ}34'04''$  East 1090.22 feet to the northerly right-of-way line of State Highway 219 (50.00 feet northerly from the centerline thereof, when measured at right angles); Thence along said northerly right-of-way line, North  $88^{\circ}04'44''$  West 850.74 feet to an angle point thereon, said point also being on the southeasterly line of that property conveyed to Eleshah Martinez Lopez et al. on March 18, 2010 by a deed recorded in Reel 3159, Page 345, Marion County Deed Records; Thence along the southeasterly line of said Lopez property, South  $37^{\circ}15'44''$  West 24.52 feet to the southeast corner thereof, said point being 30.00 feet northerly from the centerline of State Highway 219, when measured at right angles; Thence North  $88^{\circ}04'44''$  West 237.92 feet to the westerly right-of-way line of Butteville Road (30.00 feet westerly from the centerline thereof, when measured at right angles); Thence along said westerly right-of-way line, South  $13^{\circ}55'11''$  West 495.40 feet to a point of curvature; Thence continuing along said westerly right-of-way line, 242.21 feet along the arc of a tangent circular curve to the left, having a radius of 1175.92 feet, a delta angle of  $11^{\circ}48'05''$  and a long chord of South  $08^{\circ}01'08''$  West 241.78 feet to a point of tangency thereon; Thence continuing along said westerly right-of-way line, South  $02^{\circ}07'11''$  West 1611.35 feet to a point of curvature; Thence continuing along said westerly right-of-way line, 200.13 feet along the arc of a tangent circular curve to the left, having a radius of 80305.00 feet, a delta angle of  $0^{\circ}08'34''$  and a long chord of South  $02^{\circ}02'57''$  West 200.13 feet to a point of tangency thereon; Thence continuing along said westerly right-of-way line, South  $01^{\circ}58'38''$  West 1517.79 feet to its intersection with the westerly extension of the south line of said Darna Real Estate Partnership, LP property; Thence along said westerly extension and continuing along said south line, South  $88^{\circ}18'12''$  East 1248.16 feet to the northwesterly right-of-way line of Interstate 5 (174.00 feet northwesterly from the centerline thereof, when measured at right angles); Thence along said northwesterly right-of-way line, North  $37^{\circ}28'11''$  East 13.31 feet to the most easterly southeast corner of said Darna Real Estate Partnership, LP property, said point also being the most southerly corner of Parcel 2 of Partition Plat No. 2004-105; Thence along the west line of said Parcel 2, North  $01^{\circ}43'32''$  East 2968.35 feet to the Point of Beginning.


The basis of bearings for this description is Partition Plat No. 2004-105, Marion County Survey Records.




**Legend**

Revised

 Woodburn Enterprise Zone

 Boundary Expansion Area

 City of Woodburn  
GIS

Disclaimer: This map is a graphic representation, using the most current information available. However, it should not be considered accurate for scaling. Plot Date: October 08, 2019

**WOODBURN-GERVAIS ENTERPRISE ZONE  
BOUNDARY EXPANSION**

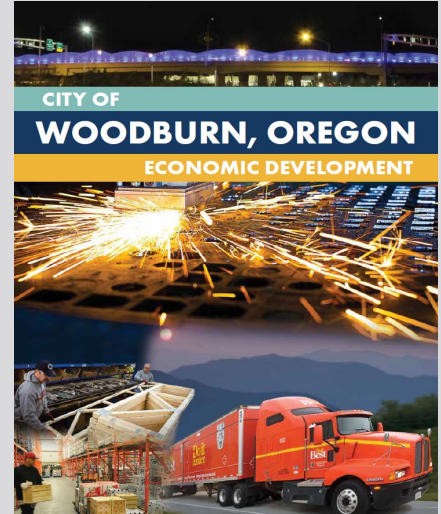
<b>MAP TAXLOT #</b>	<b>PARCEL #</b>	<b>ZONING</b>	<b>SITUS ADDRESS</b>	<b>ASSESSED VALUE</b>	<b>ACRES</b>
052W1100400	LOT 1	LI	NO ADDRESS	\$ 27,410	24.54
052W1100500	LOT 2	LI	NO ADDRESS	\$ 34,230	20.17
052W1100600	LOT 3	LI	NO ADDRESS	\$ 27,080	19.66
052W1402400	LOT 4	LI	NO ADDRESS	\$ 27,080	19.66
052W1402500	LOT 5	LI	NO ADDRESS	\$ 30,050	21.82
LI = Light Industrial					

# WOODBURN-GERVAIS ENTERPRISE ZONE PROGRAM

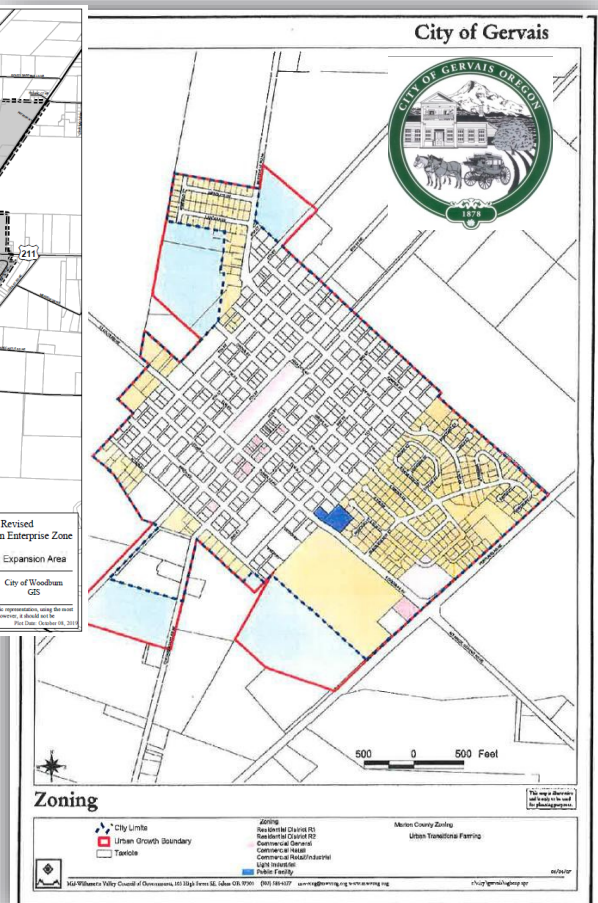
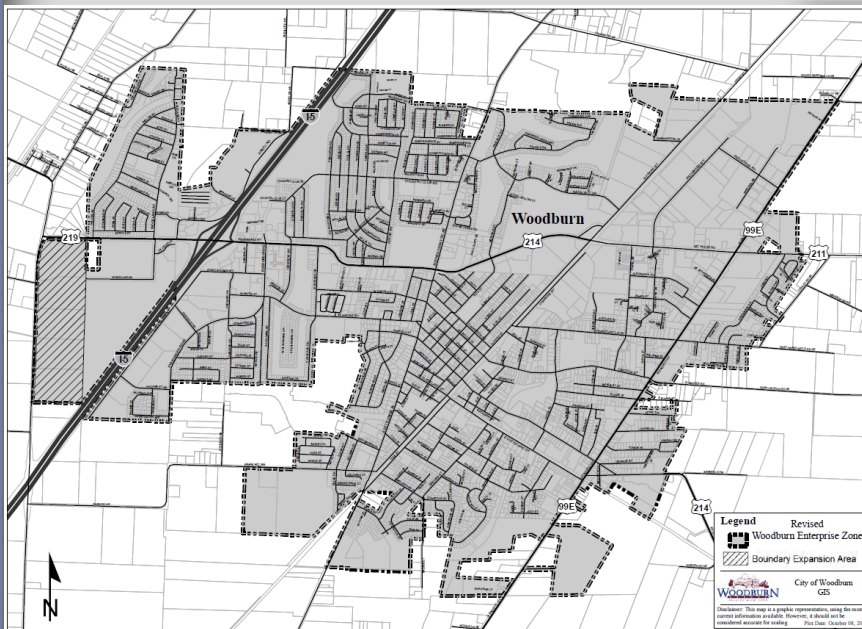
Designed to encourage business investment through property tax abatement, the **Woodburn-Gervais Enterprise Zone** provides an abatement of property taxes to eligible businesses on qualifying investments for a period of three (3) up to five (5) years. The boundary of the Zone includes the entire city limits of both Woodburn and Gervais.

Standard incentives are available to eligible businesses in an enterprise zone, subject to authorization, timely filings and job creation criteria. Standard incentives include:

- Construction-in-Process Exemption - up to two years before qualified property is placed in service, it can be exempt from local taxes.
- Three to five consecutive years of property tax exemption on qualified property, after placed in service.



## ENTERPRISE ZONE BOUNDARY MAPS



### Woodburn-Gervais Enterprise Zone

#### Contact Information:

Jamie Johnk, Zone Manager  
City of Woodburn

270 Montgomery Street | Woodburn, OR 97071

Phone: 503-980-6319

Email: [Jamie.johnk@ci.woodburn.or.us](mailto:Jamie.johnk@ci.woodburn.or.us)

# WOODBURN-GERVAIS ENTERPRISE ZONE PROGRAM

## BUSINESS ELIGIBILITY

Eligible businesses provide goods, products or services to other operations or organizations. This includes manufacturing and industrial activities as well as processing, distribution, maintenance facilities, warehouses and operations that handle bulk clerical or post-sale technical support.

Prior to investing in improvements or installing machinery/equipment on site, the Zone Manager must receive and approve an *Application for Authorization*, which contains pertinent process information.

## QUALIFIED PROPERTY

A minimum investment of \$50,000 in real property is required for enterprise zone consideration.

Real property qualifying for the exemption includes (but is not limited to): new building construction, structural modifications or additions, and newly installed machinery and equipment. Nonqualified items include land, previously used property value, vehicles, rolling stock, and miscellaneous personal items.

## CRITERIA FOR QUALIFYING PROJECTS

For the standard **three-year enterprise zone exemption**, the business should meet the following criteria:

- Increase full-time, permanent employment by 10%
- Maintain minimum employment level during the exemption period
- Enter into a first-source agreement with local job training providers
- Satisfy pre-existing local zone conditions



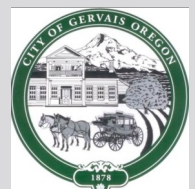
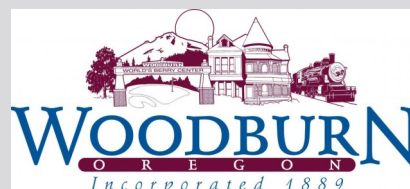
Criteria for the extended tax exemption (for a maximum of a **five-year exemption**):

- The business should meet the criteria for the three-year enterprise zone exemption as well as the following:
  - compensation of new workers must be at or above **\$67,134** annual wages (benefits can be used to reach this pay level);
  - there must be local approval by written agreement with the local zone sponsor; and the company must meet any additional requirements that the local zone sponsor may reasonably request.

## APPLICATION

Businesses interested in the Woodburn-Gervais Enterprise Zone can obtain program information on Woodburn's website at: [www.woodburn-or.gov](http://www.woodburn-or.gov) or contact the **Zone Manager**:

**Jamie Johnk, Economic Development Director**  
**City of Woodburn**  
**270 Montgomery Street, Woodburn OR 97071**  
**Phone: 503-980-6319**  
**Email: [Jamie.johnk@ci.woodburn.or.us](mailto:Jamie.johnk@ci.woodburn.or.us)**







# Agenda Item

November 12, 2019

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

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Award a Contract for Final Design Services for the I-5 Pump Station and Force Main Upgrades to Murraysmith, Inc.**

## **RECOMMENDATION:**

Award a Contract for final design services for the I-5 Pump Station and Force Main Upgrades for \$537,850.00 to Murraysmith, Inc. and *authorize the City Administrator to sign the Agreement.*

## **BACKGROUND:**

Staff utilized a Request for Proposals (RFP) process to solicit engineering and design services for the I-5 Pump Station and Force Main Upgrades Project. The RFP was advertised on the City website and in the Daily Journal of Commerce. Staff received a total of three proposals that satisfied the requirements of the RFP. Staff reviewed all three proposals in accordance with the RFP guidelines and state requirements (ORS 279C.105). After a thorough evaluation process, the City selected Murraysmith, Inc. as the highest-ranking proposer. City staff proceeded to negotiate a scope of work and fee for services to complete this preliminary design work.

Murraysmith, Inc. is a well-qualified firm and familiar with the current City sewer system. The negotiated contract for final design services for this project is in the amount of \$537,850.

## **DISCUSSION:**

Per the 2010 Woodburn Wastewater Facilities Plan, the I-5 Pump Station and Force Main Upgrades Project will provide an upgraded pump station and force main piping that will provide service for future customer types within the recently expanded urban growth boundary areas for this particular wastewater collection

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Agenda Item Review: City Administrator  City Attorney  Finance

basin. This contract award will facilitate both the project design completion and subsequent public bidding of the I-5 Pump Station and Force Main Upgrades Project.

The original procurement process for soliciting these services and the contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279 and the laws and regulations of the City of Woodburn.

**FINANCIAL IMPACT:**

The Personal Service Contract will be funded from the approved 2019/20 fiscal year budget from the sewer fund.



# Agenda Item

November 12, 2019

TO: Honorable Mayor and City Council through City Administrator

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

SUBJECT: **Council Call-up of Planning Commission approval of Pacific Valley Apartments (Design Review DR 2019-03 Property Line Adjustment PLA 2019-03, & Variances VAR 2019-02)**

**RECOMMENDATION:**

Consider the staff memo and its attachments and testimony and uphold the Planning Commission approval with conditions.

*Alternate Outcomes*

The Council may instead act on the land use application to:

1. Approve with modified conditions; or
2. Deny, based on WDO criteria or other City provisions.

**BACKGROUND:**

On October 10, 2019, Council called up the Planning Commission decision of October 10, 2019 for review as WDO 4.02.02 allows. The Commission approved the request with the conditions recommended by staff. Attached as background are the draft minutes form the Commission meeting and the staff report with its attachments. An audio recording of the Commission hearing is available at this link: [Oct. 10 Planning Commission audio](#).

During the public testimony portion of the Commission meeting three neighbors testified. They raised issues related to traffic, driveway alignments, building heights and the landscaping in between the multi-family and the single-family homes to the east. After deliberation, the Commission voted to unanimously approve the proposal with all of the recommended conditions, including upgraded landscaping and limitations on outdoor lighting in lieu of constructing a wall along the eastern property line.

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

**DISCUSSION:**

The Council hearing will be holding a quasi-judicial public hearing “*de novo*”, or “as new”. The role of the Council to consider the entire record including the Commission decision and staff report as well as any testimony received at the hearing, and then apply the applicable criteria to determine if the application meets the requirements of the code. If the application meets the approval criteria, the Council must approve it. If the application does not meet the approval criteria, the Council must deny it. The format of the hearing is outlined in more detail below.

**PUBLIC HEARING PROCEDURES:**

1. Open Public Hearing
2. Declarations:
  - a. Potential Conflicts of Interest
  - b. Ex-Parte Contacts
  - c. Site Visits
  - d. Challenges
3. Public Hearing Statement
4. Staff Report
5. Testimony by Applicant
6. Testimony by Proponents (those in favor)
7. Testimony by Opponents (those against)
8. Rebuttal by Applicant
9. Public Hearing Closed
10. Council Discussion
11. Decision

**FINANCIAL IMPACT:**

None.

**Attachments:**

1. Planning Commission draft minutes (October 10, 2019)
2. Planning Commission staff report (October 10, 2019)

**Woodburn Planning Commission Public Hearing/Meeting  
Minutes  
October 10, 2019**

**CONVENED:** The Planning Commission met at 7 p.m. in a public session in the City Hall Council Chambers, Chair Charlie Piper presiding.

**ROLL CALL:**

Chair	Piper	Present
<b>Vice-Chair</b>	Bandelow	Absent
<b>Commissioner</b>	Aiken	Present
<b>Commissioner</b>	Corning	Present
<b>Commissioner</b>	Dos Reis	Absent
<b>Commissioner</b>	Lassen	Present
<b>Commissioner</b>	Berlin	Present

**Staff Present:**

Chris Kerr, Community Development Director  
Colin Cortes, Senior Planner  
McKenzie Granum, Assistant City Attorney

**Introduction**

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

**Minutes**

The minutes of September 26, 2019 were approved.

**Business from the Audience**

None

**Communication**

None

**Public Hearing**

Agenda item a. Heritage Elementary School (CU 2019-02, DR 2019-02, EXCP 2019-02 & VAR 2019-01), 440 Parr Rd. This application will be continued at the next Planning Commission meeting on October 24, 2019. No audience member commented.

Agenda item b. Pacific Valley Apartments (DR 2019-03, PLA 2019-03 & VAR 2019-02) 1310 & 1340 N Pacific Highway.

There were no *ex parte* conflicts of interest and no challenges from the audience.

This proposed application, which includes a design review, a property line adjustment and several variances, centers around a new apartment complex of 204 apartments across ten conventional three-story walk-up buildings. Related improvements include highway frontage improvements, a public bicycle/pedestrian path (“Jacobsen” path), cross-access drive aisles and easements, and a right-of-way dedication.

Robert Leeb, Principal In Charge, Leeb Architects, 308 SW 1<sup>st</sup> Ave, Ste. 200, Portland, OR 97204 has been working with staff to provide a 16 x 20 play shelter/adult structure area by the clubhouse that would be partially under cover and integrated (while following the Woodburn guidelines) with the landscaping. He noted that about 50% of the families were expected to have children.

Senior Planner Cortes pointed out eight large existing trees that would remain, and noted that the pedestrian sidewalk has a spur that would assist people to access the private walkway system.

In response to questions from Commissioner Corning about landscaping along the east property line, Senior Planner Cortes stated that the proposed landscaping would consist of two rows of evergreen shrubbery, consisting of *crocasmia* and emerald green *arbor vitae* (the latter of which could grow to a height of 15 feet), along with a number of additional trees and shrubs.

Director Kerr said Condition V7-AW (page 58 of the staff report) gives more information about the enhancement of the landscape buffer and about the small/medium/large plant size categories.

Chair Piper said that all species of plants are detailed in the landscape plan.

Testimony:

Proponents: None

Opponents: Fred Muraviov, resident of 1297 Greenview Drive, Woodburn, a neighbor to the proposed apartments and is an opponent of the project. He is especially concerned about the proximity of three-story Bldg. C to the eastern border of residential houses. The planned *arbor vitae* will not reach a height that will obscure that third floor. He advocated that Bldg. C be two stories, not three.

Josh Escana, 155 N. Pacific Highway, across the street from the proposed development, talked about traffic flow and how consolidating to one driveway might slow increased traffic considerably.

Alex F. Muraviov, 17221 Boones Ferry Rd, Woodburn (and owner of 1297 Greenview Dr) spoke. He mentioned the proposal would have one driveway, said Street Corridor “G” was mentioned fifteen times [he appears to have meant in the staff report], and used a nearby map to show the corridor alignment. He claimed no resident received notice [implying about the corridor specifically] and rhetorically asked when he was to be notified that they were coming to demolish his house.

Mr. Leeb, Leeb Architects, spoke in rebuttal. He said that the traffic consultant involved in the project was available for questions.

Brian Davis, traffic consultant with Lancaster Engineering, said that the state highway is under ODOT’s jurisdiction, so they are limited as to what they can do. By aligning the driveway with the driveway on the other side of the highway, they minimized the number of possible conflict points, increasing traffic safety. Under existing conditions, there is a left turn arrow onto Alexandra Avenue and they would recommend that ODOT give full function to that left turn.

Senior Planner Cortes addressed the right-of-way for Alexandra Avenue. The City is focused on long-range planning for street connections, being mindful of concern on the part of property owners that part of their property might eminently be taken for the good of the City. Staff is attempting to identify and reserve a core where a portion of the street might be needed in the far future. Should it be necessary, the City would be required to compensate property owners for any land acquired. For this project, the block of property is being broken up with flexible bike and walkway routes, being mindful of future possible street needs. Those Street Corridors “G” and “K” might never happen, but those two reserved corridors would leave fewer obstacles to creating future streets.

Chair Piper spoke about the proposed conditions of approval and their conformance to WDO regulations. He entertained a motion of the application package for Pacific Valley Apartments, 1310-1340 N. Pacific Highway, subject to the conditions of approval as recommended [in the staff report], and allowing the Chair to sign the Final Order. Commissioner Corning made the motion and it was approved by Commissioner Berlin. The motion was unanimously approved.

Director Kerr encouraged audience members to fill out legal standing forms.

**Staff Update:**

None

**Adjournment**

The meeting was adjourned at 7:58 pm.

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

DRAFT





# Staff Report

**To:** Planning Commission

**Through:** Chris Kerr, Community Development Director *C.K.*

**From:** Colin Cortes, AICP, CNU-A, Senior Planner

**Meeting Date:** October 10, 2019 (Prepared October 3, 2019)

**Item:** 1310 & 1340 N. Pacific Highway “Pacific Valley Apartments” (DR 2019-03, PLA 2019-03, & VAR 2019-02)

**Tax Lot(s):** 051W08DC 00100 & 051W08DB 02800

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## Issue before the Planning Commission

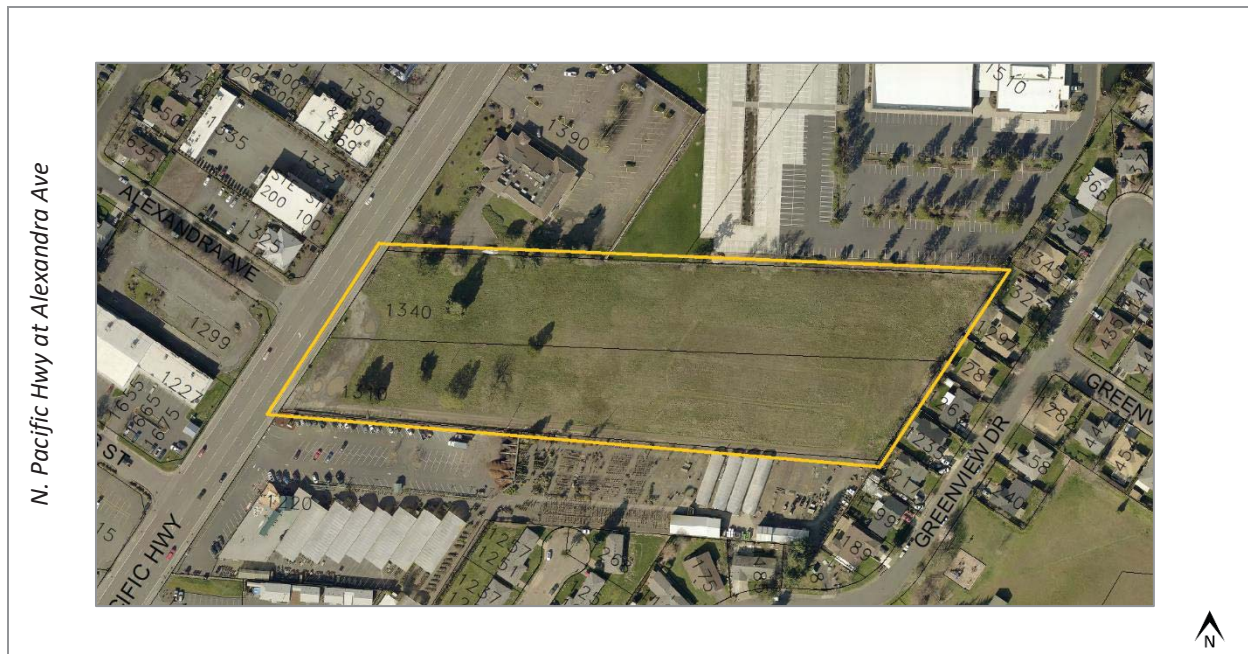
Action on a consolidated land use application package, Design Review DR 2019-03 (Type III) for an apartment complex of 204 dwellings, known as Pacific Valley Apartments, in the Commercial General (CG) zone, with Property Line Adjustment PLA 2019-03, and Variance VAR 2019-02 for seven variance requests.

## Executive Summary

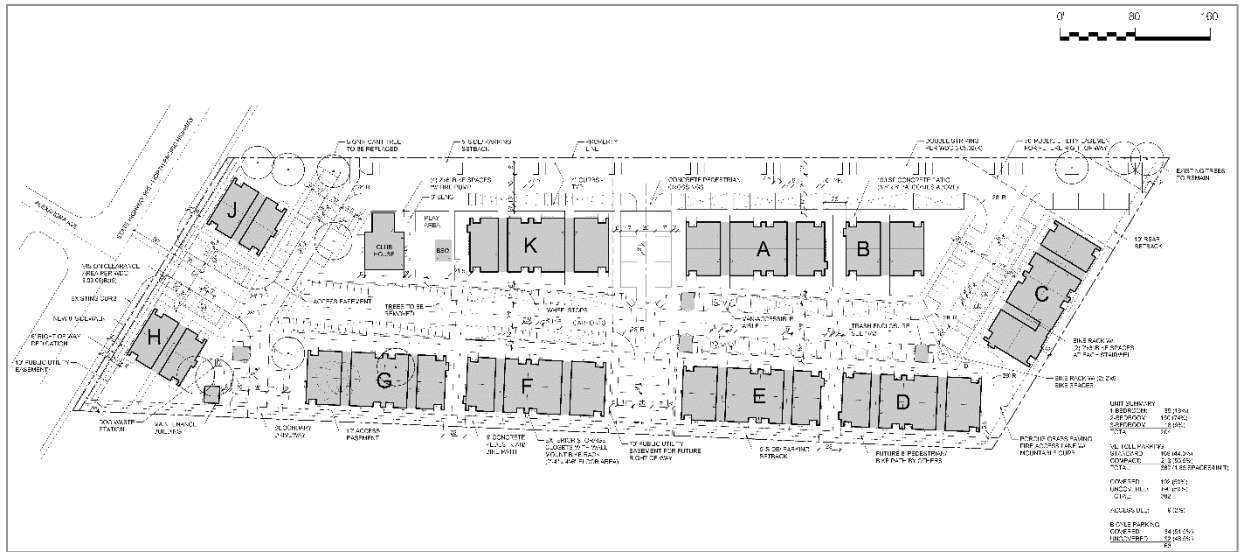
The subject property is along the east side of N. Pacific Highway (U.S. 99E) at the T-intersection of Alexandra Avenue with the highway and situated between the vacant commercial building previously occupied by Chu's Eatery to the north, Al's Garden & Home retailer to the south, and the Country Acres Estates Subdivision to the east. It is disturbed but undeveloped and contains along the westerly south property line corner the remains of vacated dead-end Jacobsen Road.

The proposal is about site development into 204 apartments across ten buildings A-K. The buildings are three-story walk-ups, conventional for new construction. The unit mix is 36 one-bedroom (18%), 150 two-bedroom (74%), and 18 three-bedroom (9%).

The complex includes also a club house / leasing office, barbeque (BBQ) pit, play area, maintenance shed, four recycling and trash enclosures, and "Jacobsen path" – a public 8-foot wide concrete bicycle/pedestrian path along where Jacobsen Road was vacated long ago, which is along the western half of the south property line and connecting the on-site walkway system with the highway sidewalk.



Aerial Map (2016)



Site plan (plan sheet Exhibit 2)



Applicant's artist's rendering: bird's eye perspective looking southeast

The project comes with several variance requests (VAR 2019-02) to vary from Woodburn Development Ordinance (WDO):

1. Street access minimum number (3.01.05C);
2. Driveway minimum number (3.04.03A.2.b);
3. Parking ratio minimum (Table 3.05A);
4. Compact parking percentage maximum (3.05.03C);
5. Drive aisle width minimum (Table 3.05C);
6. Parking area curb height minimum (3.06.02I); and

7. Architectural Wall (Table 3.06D & 3.06.06).

The applicant is Leeb Architects, representing Eugene Labunsky of West Coast Real Estate Holdings as well as Pacific Valley Apartments LLC.

Pursuant to state law, staff reviews the application through the WDO as it existed on the date of application. On April 10, 2019, the WDO version was that of Ordinance No. 2562 adopted Sept. 10, 2018. Though at present in the CG zoning district multiple-family dwellings are prohibited in some areas of the district and a conditional use (CU) in others, this change occurred after application submittal (and in response to a different proposed apartment complex project later submitted as DR 2019-05 Allison Way Apartments). The City Council adopted Legislative Amendment LA 2019-01 via Ordinance No. 2573 on June 24, 2019, which as is standard for ordinances per the City Charter, took effect 30 days later.

In short, the above paragraph means that had the applicant submitted the consolidated application package after the WDO amendment, it would have required a conditional use (CU) application.

**Recommendation**

Approval with conditions: Staff recommends that the Planning Commission consider the staff report and its attachments and approve the application with the conditions recommended by staff below. The conditions can also be found towards the end of the Analyses & Findings (Attachment 102).

## Conditions of Approval

### *General*

G1. Prior to building permit application, the applicant shall submit revised site plans meeting the conditions of approval to the Planning Division and obtain Division approval.

G2. The applicant or successor shall develop the property in substantial conformance with the final plans submitted and approved with these applications, except as modified by these conditions of approval. Were the applicant to revise plans other than to meet conditions of approval or meet building code, even if Planning Division staff does not notice and signs off on building permit issuance, Division staff retains the right to obtain restoration of improvements as shown on an earlier land use review plan set in service of substantial conformance.

G3. References: The descriptions below define certain words, phrases, and assumptions in the context of the conditions of approval:

- “Access way” means an on-site walkway paved at least eight (8) feet wide to serve as a bicycle/pedestrian path to and from sidewalk – or to and from an off-street public bicycle/pedestrian path – and that is ADA-compliant.
- “ADA” refers to the federal Americans with Disabilities Act of 1990.
- “Adjusted Parcel No. 1” is the resulting west half of the subject property and fronts the highway.
- “Adjusted Parcel No. 2” is the resulting east half of the subject property.
- “Director” refers to the Community Development Director.
- “Highway” refers to N. Pacific Highway (U.S. 99E).
- “Jacobsen path” refers to an off-street public bicycle/pedestrian path that is poured concrete at least eight (8) feet wide and ADA-compliant and extends between the sidewalk and the east north-south walkway within Street Corridor “K”, a distance of at least six hundred and twenty (620) feet, and refers also to a corollary public easement that is (a) at least twelve (12) feet wide that has the path within its boundaries, (b) extends to the east line of adjusted Parcel No. 2 adjacent to Tax Lot 051W08DD02600 (1217 Greenview Drive), and (c) is to the satisfaction of the Director. (The path corridor overlaps long-vacated Jacobsen Road, and the name is an informal interim name for unique and easy reference.) Where the path crosses the asphalt south cross access drive aisle, (a) the concrete shall continue, and (b) the crossing shall be a speed table / raised crossing a minimum four (4) inches above the asphalt grade.
- “PLA” means property line adjustment.
- “PUE” means public utility easement.
- “ROW” means right-of-way.
- “Street Corridor ‘G’” refers to the southeast-northwest future local street corridor seventy (70) feet in width that assumes a ROW of sixty (60) feet plus two 5-foot PUEs. The corridor aligns with the sixty foot width of Tax Lot 051W08DA06200 (1297 Greenview Drive).

- “Street Corridor ‘K’” refers to the north-south future local street corridor seventy (70) feet in width that assumes a ROW of sixty (60) feet plus two 5-foot PUEs. The corridor east edge aligns near the southeast corner of Tax Lot 051W08DB02600 (1400 N. Pacific Highway).
- “WDO” refers to the Woodburn Development Ordinance.

G4. Due date: Unless a condition specifies otherwise, conditions including those relating to ROW and easement dedications and construction of frontage/public/street improvements are due by building permit issuance.

G5. Tree preservation: Protection during construction:

The applicant shall protect the preserved trees pursuant similar to City of Portland Title 11.60.030, specifically either the subsections set of C.1.a.(1), (3) and C.1.b., e., & f. (clear and objective) and D.; or, the subsections set of C.2.a., b., & d.-f. (arborist’s discretion) and D. as modified below and shall do so between Design Review approval and issuance of certificate of occupancy (C of O):

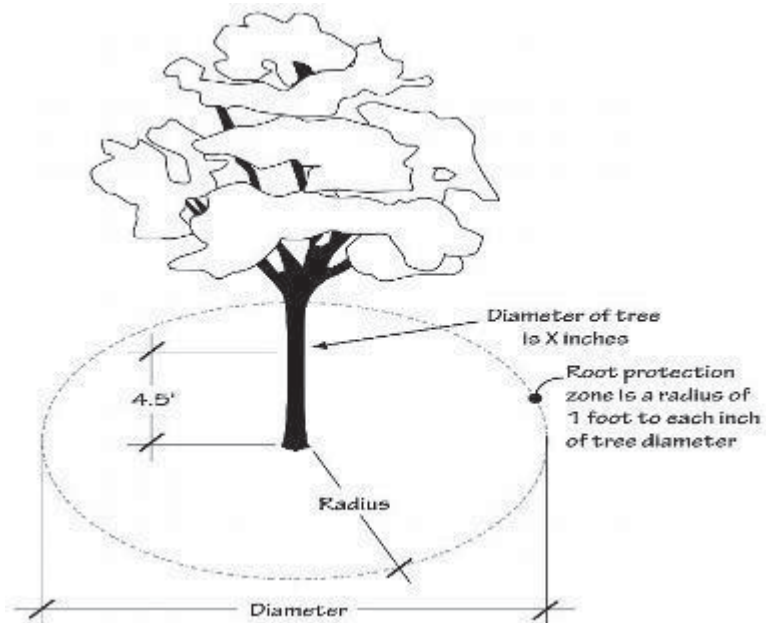
C. Protection methods. The Tree Plan shall show that the contractor adequately protects trees to be preserved during construction using one of the methods described below:

1. Clear & Objective Path.

a. A root protection zone is established as follows:

(1) For trees on the development site - a minimum of 1 foot radius (measured horizontally away from the face of the tree trunk) for each inch of tree diameter (see Figure 80-2)

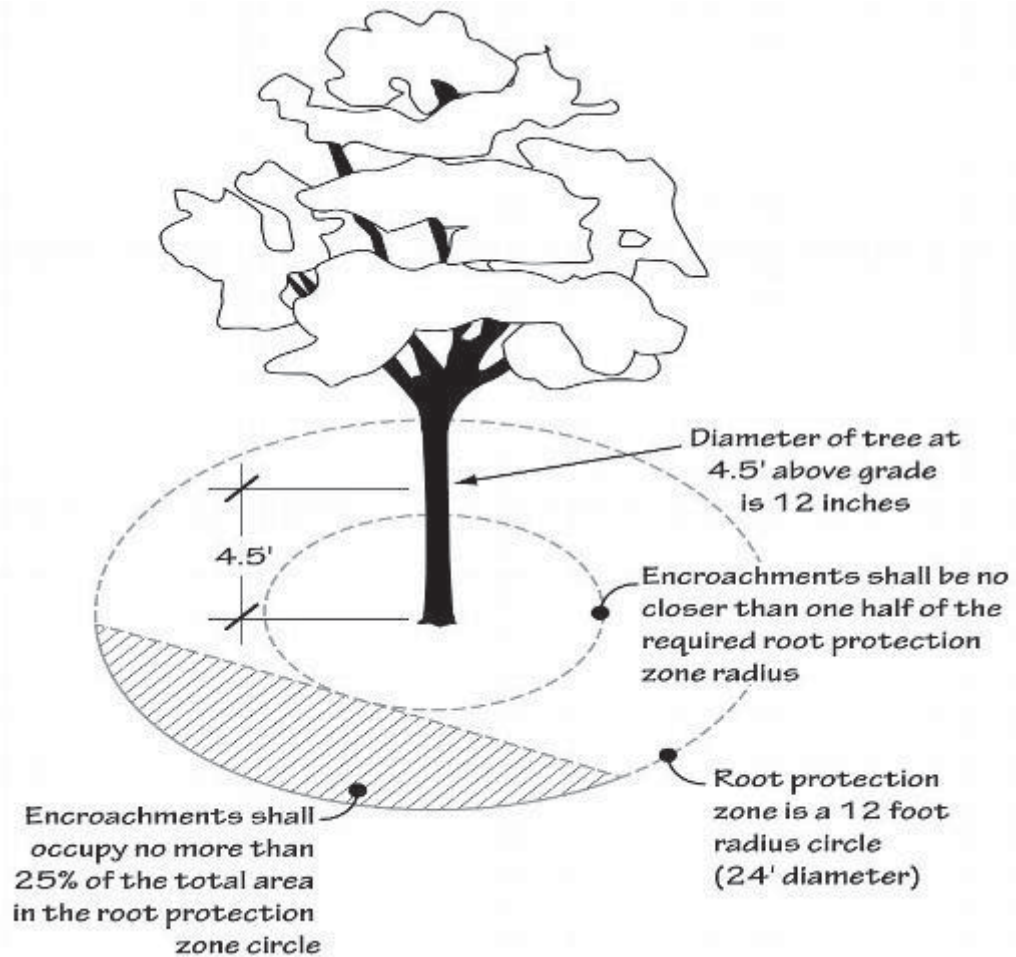
Figure 80-2  
Root Protection Zone



(3) Existing encroachments into the root protection zone, including structures, paved surfaces and utilities, may remain. New encroachments into the root protection zone are allowed provided:

- (a) the area of all new encroachments is less than 25 percent of the remaining root protection zone area when existing encroachments are subtracted; and
- (b) no new encroachment is closer than  $1/2$  the required radius distance (see Figure 60-1);

Figure 60-1  
Permissible RPZ Encroachments



b. Protection fencing

(1) Protection fencing consisting of a minimum 6-foot high metal chain link construction fence, secured with 8-foot metal posts shall be established at the edge of the root protection zone and permissible encroachment area on the development site. Existing structures and/or existing secured fencing at least 3½ feet tall can serve as the required protective fencing.

(2) When a root protection zone extends beyond the development site, protection fencing is not required to extend beyond the development site. Existing structures and/or existing secured fencing at least 3½ feet tall can serve as the required protective fencing.



e. The following is prohibited within the root protection zone of each tree or outside the limits of the development impact area: ground disturbance or construction activity including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials including soil, temporary or permanent stockpiling, proposed buildings, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities; and

f. The fence shall be installed before any ground disturbing activities including clearing and grading, or construction starts; and shall remain in place until final inspection by Planning Division staff.

2. Arborist's Discretion. When the prescriptive path is not practicable, the applicant may propose alternative measures to modify the clear and objective root protection zone (RPZ), provided the following standards are met:

a. The alternative RPZ is prepared by an arborist who has visited the site and examined the specific tree's size, location, and extent of root cover, evaluated the tree's tolerance to construction impact based on its species and health, identified any past impacts that have occurred within the root zone, and forwarded a report through the developer to Planning Division staff;

b. The arborist has prepared a plan providing the rationale used to demonstrate that the alternate method provides an adequate level of protection based on the findings from the site visit described above;

d. If the alternative methods require the arborist be on site during construction activity, the applicant shall submit a copy of the contract for those services prior to permit issuance and a final report from the arborist documenting the inspections and verifying the viability of the tree(s) prior to final inspection by the Planning Division;

e. If the alternative tree protection method involves alternative construction techniques, an explanation of the techniques and materials used shall be submitted;

f. The arborist shall sign the tree preservation and protection plan and include contact information.

D. Changes to tree protection. Changes to the tree protection measures during the course of the development may be approved as a revision to a permit provided that the change is not the result of an unauthorized encroachment into a root protection zone (RPZ), and the applicant demonstrates that the tree protection standards of this Section continue to be met. When an unauthorized encroachment has occurred, the City may pursue an enforcement action or other remedy.

G6-PW. Public Works: Follow the appended "Public Works Comments September 30, 2019" (Attachment 102A).

*Design Review 2019-03*

D1. ROW: To meet WDO Figure 3.01B, as part of PLA recordation and regarding N. Pacific Highway (U.S. 99E) the applicant shall dedicate six (6) feet of ROW and along the ROW a PUE of ten (10) feet.

D2. Street corridors: To meet WDO 3.01, as part of PLA recordation and regarding Street Corridors "G" & "K", the applicant shall for each dedicate either (a) sixty (60) feet of ROW and along each side a PUE of five (5) feet or (b) a PUE of seventy (70) feet.

D3. Jacobsen path: To meet WDO 3.01, the applicant shall:

- a. Easement: As part of PLA recordation and regarding said path, dedicate a PUE of at least twelve (12) feet in width and extending from the highway newly dedicated ROW to the rear east property line of adjusted Parcel No. 2. adjacent to Tax Lot 051W08DD02600 (1217 Greenview Drive); and
- b. Improvement: Improve said path per Condition G3. Also, if the path is concrete, the concrete shall continue where the path crosses the asphalt south cross access drive aisle.

D4. Cross access: To meet WDO 3.04.03B, the applicant shall:

- a. Extend from the driveway a drive aisle each to the north and south property lines of adjusted Parcel No. 1 adjacent to Tax Lots 051W08DB02700 (1390 N. Pacific Highway) and 051W08DC00300 (1220 N. Pacific Highway).
- b. To meet WDO 3.04.03B.1 & 3, establish a public access easement and private maintenance agreement to the satisfaction of the Director and revocable only with the concurrence of the Director.
- c. The easement width shall be minimum twenty (20) feet and centered on the drive aisle centerline.

D5. Parking stall double striping: To meet WDO 3.05.02K, the applicant shall delineate parking stalls with double parallel lines pursuant to Figure 3.05C and stripe them as such in the field prior to building permit final inspection.

D6. Bicycle parking near main entrance: To meet WDO 3.05.03E, prior to building permit final inspection the applicant shall provide bicycle parking within fifty (50) feet of a main entrance. In the context of a new construction apartment complex with conventional three-story buildings with open stairwells, each apartment building has two main entrances as follows:

- a. In Buildings A & C-G there are four points where a building main wall plane intersects the walkway serving building ground floor entrances and the stairwell to upper floor entrances;
- b. In Buildings B, H, & J there are two such points;

- c. Each building has either (a) two walkways with two points each totaling the four or (b) one walkway with two points total; and so
- d. The condition shall apply to two points minimum for each of Buildings A & C-G and one point minimum for Buildings B, H, & J and apply to one point minimum per walkway.

*Property Line Adjustment 2019-03*

PLA-1. Street access: To meet WDO 3.04.01A, landlocked adjusted Parcel No. 2 shall have access to the highway across adjusted Parcel No. 1 by means of a public access easement and private maintenance agreement to the satisfaction of the Director, and revocable only with the concurrence of the Director.

PLA-2PW. Public Works: Sewer access: Follow the appended "Public Works Comments September 30, 2019" (Attachment 102A), Comment Other 1.

PLA-3. Recording: To meet WDO 5.01.08B.5., upon City approval of the subject property line adjustment (PLA), the applicant shall revise the drawing or drawings as needed and record the re-plat with Marion County. The expiration date is per WDO 4.02.04B. Subsection 2. that refers to "the activity approved in the decision has commenced" means recordation of the subject PLA, and to this end the applicant shall apply to Marion County for recordation by April 10, 2020 and complete recordation by October 9, 2020.

*Variance 2019-02*

V1-SA. Street access minimum number (WDO 3.01.05C): The proposal is exempt from WDO 3.01.05C, and the applicant shall:

- a. Reserve Street Corridors "G" and "K" per Conditions G3 & D2; and
- b. Construct the public cross access drive aisles and dedicate corollary easements accordingly per Condition D4.

V2-DN. Driveway minimum number (WDO 3.04.03A.2.b):

- a. The proposal is exempt from WDO 3.04.03A.2.b., and the applicant shall:
- b. Reserve Street Corridors "G" and "K" per Condition G3 & D2; and
- c. Construct the public cross access drive aisles and dedicate corollary easements accordingly per Condition D4.

- V3-PR. Off-street parking ratio minimum WDO (Table 3.05A):
- a. Dwelling ratio: The minimum ratio shall be by unit type as follows:
    - i. For each studio dwelling, 1.0 stall;
    - ii. For each one-bedroom, 1.85 stalls;
    - iii. For each two-bedroom, 1.85 stalls; and
    - iv. For each three or more bedroom unit type, 2.0.
  - b. Clubhouse parking: Staff interprets WDO Table 3.05A row 37 such that a “community club building” (clubhouse) requires its own parking only for stand-alone clubhouses or in the context of residential subdivisions, and that apartment complex so-called clubhouses are not subject to the community club building parking ratio.
  - c. Compact parking: At least twenty percent (20%) of the minimum amount of stalls shall be compact.
  - d. Bicycle parking amount and distribution: The applicant shall provide a minimum number of bicycle parking stalls as follows:
    - i. At least one (1) per dwelling in each dwelling in the outdoor closet of the balcony or patio in which the applicant shall install a wall-mounted folding or retractable hook designed for the hanging of a bicycle;
    - ii. At least one (1) stall at the base of each building stairwell, with each of these locations having a bicycle parking sign with minimum face dimensions of (1) foot wide by one-and-a-half (1½) feet high;
    - iii. At least four (4) stalls within fifty (50) feet of the newly dedicated highway ROW;
    - iv. At least four (4) stalls within fifty (50) feet of the Jacobsen path easement.
    - v. At least eight (8) among the clubhouse / leasing office, play area, and barbeque (BBQ) area.
    - vi. At least two (2) stalls outside and near each apartment building spaced to conform to the 50-foot distance provision of WDO 3.05.03E as applied through Condition D6.
    - vii. In no case shall the total number of bicycle parking stalls equal fewer than 1.1 per dwelling, and in no case shall the minimum coverage/sheltering from precipitation of bicycle parking be for fewer than seventeen (17) stalls.
  - e. Bicycle standards: Stalls shall conform to City of Portland Title 33, Chapter 33.266.220C (amended 5/24/2018), except that the applicant may ignore subsections C6, C7, & C5c, and that C4b does not apply to the outdoor storage closets for which the minimum stall depth from wall instead shall be four (4) feet minimum. Vertical clearance instead shall be eight (8) feet or, where a stall is under stairs, six (6) feet.
  - f. Sidewalk: The highway sidewalk shall remain eight (8) feet wide as proposed (instead of 6 feet typical).
  - g. Access way, highway: At least one access way shall remain as proposed that extends onto the site at least three hundred (300) feet from the sidewalk.

- h. Access way, Jacobsen path: At least one access way shall remain as proposed that extends onto the site at least one hundred and seventy (170) feet from the Jacobsen path.
- i. Jacobsen path:
  - a. Improvement: The applicant shall construct the proposed Jacobsen path and provide a public easement per Condition G3 & D3a.
  - b. Long-range planning: Until July 1, 2030, if any of the following were to occur, then the applicant shall construct or pay the City a fee in-lieu to construct extension of the path to either the east property line or a point no farther west than one hundred and seventy-five (175) feet west of the southeast corner of adjusted Parcel No. 2.:
    - i. The applicant or any successors and assigns apply to the City for a Type III or IV planning / land use / zoning review.
    - ii. For the neighboring property to the south, Tax Lot 051W08DC00300 (1220 N. Pacific Highway), an applicant A obtains a Type III or IV planning / land use / zoning approval to partially or wholly redevelop that property. In this scenario, the applicant or any successors and assigns need not construct or pay the City a fee in-lieu if (a) the City were to condition approval such that applicant A would be the one to construct or pay the City and (b) if the applicant or any successors and assigns grant permission to an applicant A to come onto adjusted Parcel No. 2 and construct. Also in this scenario, the applicant or any successors and assigns shall construct or pay the City for half of the path if the City were to condition approval such that the path would straddle the property line and applicant A would construct the south half side of the path or pay the City a fee in-lieu towards construction of the south half side.
    - iii. A fee in-lieu shall be at least 200% of a licensed civil engineer's cost estimate.
  - c. The applicant shall install a permanent all-weather pole sign at the Jacobsen path temporary east terminus that states in lettering two (2) inches high minimum: "This Public Path is Planned for Future Extension." The sign face shall be no lower than 3½ ft above grade and no higher than 5 ft and of minimum dimensions of one-and-a-half (1½) feet by (1) foot. This is due prior to building permit final inspection.
- j. Parking demand management: The applicant or any successors and assigns, if recouping the costs of parking, shall instead of doing so from multi-family rent do so by charging a separate, listed, and uniform parking fee and only to leaseholders whose households choose to park their vehicles on site. Guest and visitor vehicles and – if any – such stalls shall be excluded from such fee. A uniform parking fee means not charging tiered fees for garage stalls, carport stalls, reserved stalls, open air stalls, standard size stalls, or compact stalls premised on perception of some stalls being more desirable and valuable

than others. It also means that the fee amount must be uniform – either as a rate or an absolute value – for all leaseholders subject to the parking fee, but does not mean that the fee must be fixed indefinitely. Documentation of the uniform parking fee is due by building permit final inspection.

- k. Trial period: Until July 1, 2021, there shall be a trial period in which the Director may receive evidence of a chronic parking overflow problem and choose to investigate, review, and act upon it, including by obtaining the latest documentation of the uniform parking fee. This condition authorizes the Director to require that the applicant or any successors and assigns apply for and receive approval of a solution to the satisfaction of the Director. The review shall default to a Type II process, but the Director may instead elevation the review to Type III to obtain Planning Commission review and decision. The Director may condition that the applicant or any successors and assigns fulfill the offer made through the revised narrative (submitted September 4, 2019, p. 13) to contact a car share company and allow a parking space or two to be allocated such a company car or cars for tenant use. (This condition does not subvert WDO 4.02.07 Modification of Conditions.)

V4-CP. Compact parking (WDO 3.05.03C):

- d. Percentage: The compact parking maximum as a percentage of the required minimum amount of parking shall be sixty percent (60%; instead of 20% typical) and hundred percent (100%) of any amount in excess of the minimum required.
- e. Striping: Each stall shall be striped “COMPACT ONLY” in lettering one (1) foot high minimum.
- f. Wheel stops: Where used, wheel stops shall be four (4) inches high maximum.

V5-DA. Drive aisle (WDO Table 3.05C):

- a. The minimum drive aisle widths shall be per the table below (instead of 24 feet typical):

<i>Parking Context</i>	<i>Minimum Drive Aisle Width (feet)</i>		
	<i>One-way Travel</i>		<i>Two-way Travel</i>
	<i>Single Lane</i>	<i>Paired Lanes</i>	
<i>Standard or ADA-compliant stalls</i>	18	10 per lane; 20 total	20
<i>Compact stalls</i>	16	9 per lane; 18 total	20
<i>No adjacent stalls</i>	10	9 per lane; 18 total	20

- b. The condition applies up to newly dedicated ROW so as not to interfere with the driveway minimum width provisions of WDO Table 3.04A.

V6-CH. Curb dimensions (WDO 3.06.02I): Curb or curbing that delineates on-site walkways and landscaped, parking, and vehicular circulation areas shall have a minimum height and width each of four (4) inches (instead of 6 inches typical).

V7-AW. Architectural Wall (WDO Table 3.06D & 3.06.06):

- a. The east rear property line subject to the Architectural Wall provisions of Table 3.06D and 3.06.06 is exempt from those provisions.
- b. Landscaping:
  - i. The applicant shall landscaped the east rear setback of six (6) feet to the minimum planting density of WDO Table 3.06A, row "Buffer yards".
  - ii. The landscaping shall include evergreen shrubbery planted at the large category minimum size per WDO Table 3.06B.
  - iii. The applicant shall include within the landscaping of the east rear setback of ten (10) feet at least seven (7) trees of which at least two (2) shall be large category large per WDO Table 3.06B.
- c. Lighting:
  - i. Full cut-off: Exterior lighting fixtures shall be full cut-off or fully shielded models.
  - ii. Heights:
    - (a) Wall: Exterior wall-mounted fixtures shall be no higher than ten (10) feet above walkway finished grade. (This height limit is not applicable to emergency egress lighting and permanent wall signs allowed through WDO 3.10 were they to have interior illumination.)
    - (b) Parking pole: Exterior pole-mounted fixtures within four (4) feet of or in parking, loading, and vehicular circulation areas shall be no higher than fourteen-and-a-half (14½) feet above vehicular finished grade.
    - (c) Other pole: Remaining exterior pole-mounted fixtures, if any, shall be no higher than twelve (12) feet above grade.
- d. Railings/fence: The following applies to the Building C four patios closest to the east rear property line: To lessen encroachment of persons and outdoor storage into the rear setback, the outermost edges of the patio concrete slabs shall have either metal railings or cedar fencing at least three (3) feet high but no more than five (5) feet high.

## **Actions**

The Planning Commission may instead act on the land use application to:

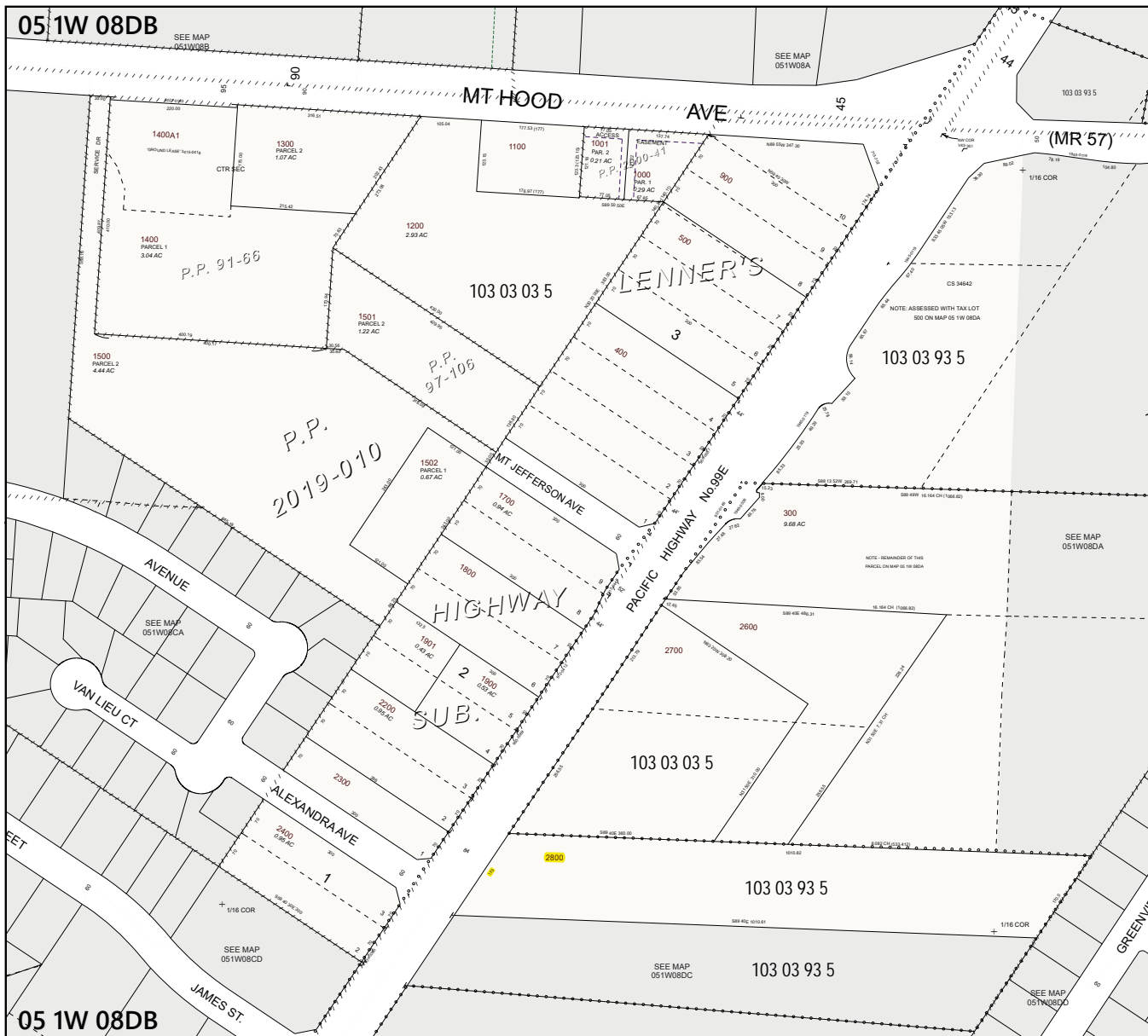
1. Approve per staff recommendations,
2. Approve with modified conditions, or
3. Deny, based on WDO criteria or other City provisions.

If the Planning Commission were to act upon the recommendation, staff would prepare a final decision for approval with the conditions that staff recommends.

## **Attachment List**

101. Tax Maps Marked (2 sheets)
102. Analyses & Findings
- 102A. Public Works Comments September 30, 2019
103. WDO Table 2.03A (as of Ordinance No. 2562, Sept. 10, 2018)
104. Highway 99E Corridor Plan excerpted (2012; 9 pages)
105. Transportation System Plan (TSP) Figure 7-1 (2005)
106. Site plans excerpted (submitted Sept. 4, 2019; 18 sheets)





**05 1W 08DB  
WOODBURN**



**MARION COUNTY, OREGON**  
 NW1/4 SE1/4 SEC8 T5S R1W W.M.  
 SCALE 1" = 100'

- LEGEND**
- LINE TYPES
    - Taxlot Boundary
    - Road Right-of-Way
    - Railroad Right-of-Way
    - Private Road ROW
    - Subdivision/Plat Bndry
    - Waterline - Taxlot Bndry
    - Historical Boundary
    - Easement
    - Railroad Centerline
    - Taxcode Line
    - Map Boundary
    - Waterline - Non Bndry

- CORNER TYPES**
- + 1/16TH Section Cor.
  - ⊙ D/LC Corner
  - ⊕ 1/4 Section Cor.
  - 16 15 Section Corner
  - 21 22 Section Corner

**NUMBERS**  
 Tax Code Number  
**000 00 00 0**

**NOTES**  
 Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW

**CANCELLED NUMBERS**

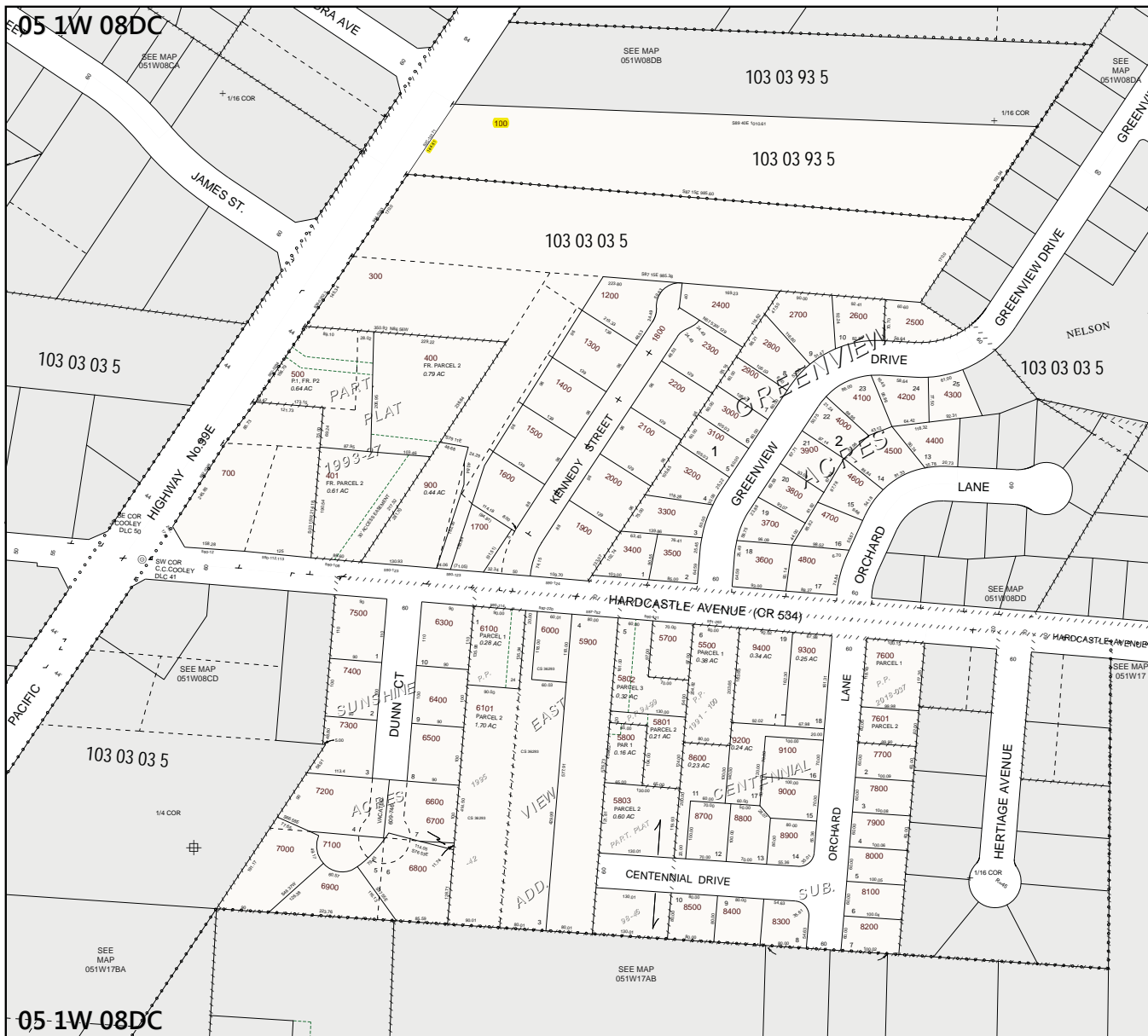
100		
200		
600		
700		
800		
1600		
2100		
2500		

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY

**Assessors Office  
Cartography Dept**

FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT [www.co.marion.or.us](http://www.co.marion.or.us) [Attachment 101]

PLOT DATE: 5/17/2019  
**WOODBURN  
05 1W 08DB**



**05 1W 08DC  
WOODBURN**



**MARION COUNTY, OREGON**  
SW1/4 SE1/4 SEC8 T5S R1W W.M.  
SCALE 1" = 100'

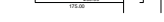
**LEGEND**

- LINE TYPES**
- Taxlot Boundary
  - Road Right-of-Way
  - Railroad Right-of-Way
  - Private Road ROW
  - Subdivision/Plat Bndry
  - Waterline - Taxlot Bndry
  - Historical Boundary
  - Easement
  - Railroad Centerline
  - Taxcode Line
  - Map Boundary
  - Waterline - Non Bndry

- CORNER TYPES**
- + 1/16TH Section Cor.
  - ⊕ 1/4 Section Cor.
  - ⊙ DLC Corner
  - 16 15 Section Corner
  - 21 22 Section Corner

**NUMBERS**  
Tax Code Number  
**000 00 00 0**  
Acreage 0.26 AC All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

**NOTES**  
Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW



CANCELLED NUMBERS	
200	9001
600	9101
800	9201
900	9401
4000	
5000	
5100	
5200	
5300	
5400	
5500	
5600	
5700	
5800	
5900	
6000	
8001	
8701	
8801	

DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT [www.co.marion.or.us](http://www.co.marion.or.us)

PLOT DATE: 7/18/2018  
**WOODBURN**  
**05 1W 08DC**

# Analyses & Findings

This attachment to the staff report analyzes the application materials and finds through statements how the application materials relate to and meet applicable provisions such as criteria, requirements, and standards. They confirm that a given standard is met or if not met, they call attention to it, suggest a remedy, and have a corresponding recommended condition of approval. Symbols aid locating and understanding categories of findings:

<i>Symbol</i>	<i>Category</i>	<i>Indication</i>
✓	Requirement (or guideline) met	No action needed
✗	Requirement (or guideline) not met	Correction needed
⊖	Requirement (or guideline) not applicable	No action needed
▲	<ul style="list-style-type: none"> <li>Requirement (or guideline) met, but might become unmet because of condition applied to meet separate and related requirement that is not met</li> <li>Plan sheets and/or narrative inconsistent</li> <li>Other special circumstance benefitting from attention</li> </ul>	Revision needed for clear and consistent records
■	Street Exception or Variance	Request to vary from requirement

## Table of Contents

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Property Line Adjustment Provisions .....	38
Variance Provisions.....	39
Recommended Conditions of Approval.....	49
Applicant Identity.....	60
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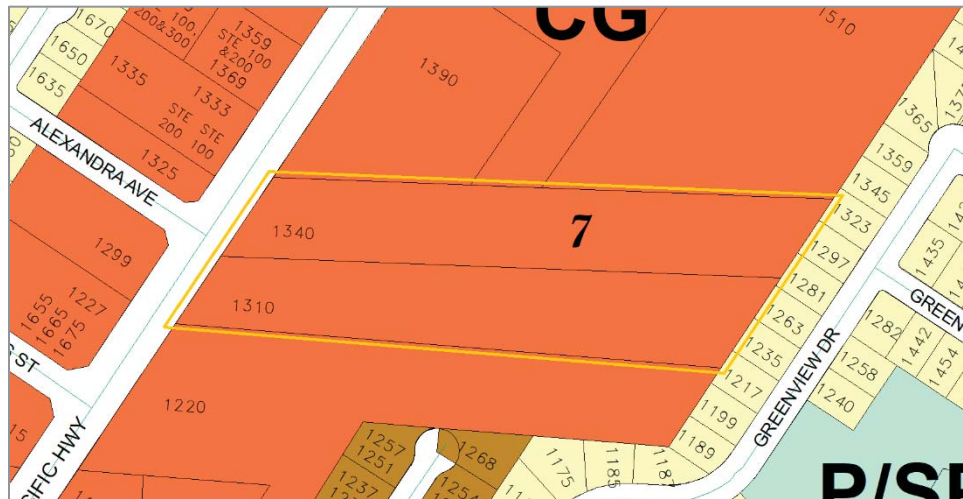
## Location

<i>Address</i>	1310 & 1340 N. Pacific Highway (U.S. 99E)
<i>Tax Lot(s)</i>	1310: 051W08DC 00100 (3.33 acres) and 1340: 051W08DB 02800 (3.34 acres) totaling 6.67 acres
<i>Nearest intersection</i>	N. Pacific Highway & Alexandra Avenue

## Land Use & Zoning

<i>Comprehensive Plan Land Use Designation</i>	Commercial
<i>Zoning District</i>	Commercial General (CG)
<i>Overlay District(s)</i>	none
<i>Existing Use(s)</i>	none (disturbed but undeveloped)

For context, the subject property and adjacent zoning are illustrated and tabulated below:



Zoning Map Excerpt

<i>Cardinal Direction</i>	<i>Adjacent Zoning</i>
North	CG / vacant building previously occupied by Chu's Eatery
East	Residential Single Family (RS) / Country Acres Estates Subdivision
South	CG/ Al's Garden and Home retailer
West	Across U.S. 99E right-of-way (ROW): CG

The subject property is not part of any partition or subdivision plat. The Marion County Assessor describes the lots as "Acres 3.33" and "Acres 3.34". The City adopted its first land division requirements effective April 16, 1963 as referenced in Woodburn Development Ordinance (WDO) 1.02 "Lot". Staff surmises that the subject property is a legal lot of record.

Generally, in this document, “lot” refers to one of the two lots, whether in its present state or as adjusted, that is part of the subject property, and “property” refers to both lots, whether in their present state or as adjusted, composing the subjecting property.

The project name is “Pacific Valley Apartments”.

Section references below are to the [Woodburn Development Ordinance \(WDO\)](#).

## **Statutory Dates**

The application was submitted on April 10, 2019 with additional materials submitted through September 4, 2019. Staff deemed it complete as of September 11, 2019, making the 120-day decision deadline January 9, 2020.

## Design Review Provisions

### 4.01.07 Consolidated Applications

An applicant may request, in writing, to consolidate applications needed for a single development project. Under a consolidated review, all applications shall be processed following the procedures applicable for the highest type decision requested. It is the express policy of the City that development review not be segmented into discrete parts in a manner that precludes a comprehensive review of the entire development and its cumulative impacts.

### 5.03.02 Design Review, Type III

A. Purpose: The purpose of Type III design review is to ensure that new buildings or additions to existing buildings comply with Land Use and Development Guidelines and Standards of this Ordinance (Sections 2 and 3).

B. Type III Design Review is required for the following:

1. Non-residential structures in residential zones greater than 1,000 square feet in the RS, R1S, RM, and P/SP zones.
2. Multi-family dwellings not meeting all architectural design guidelines and standards.
3. Structures greater than 2,000 square feet in the CO, CG, MUV, DDC, and NNC zones.
4. Structures greater than 3,000 square feet in the IP, IL, and SWIR zones.
5. For sites with existing buildings in the CO, CG, MUV, DDC, NNC, IP, IL, and SWIR zones; expansions or new buildings that increase lot coverage by more 25%.
6. Change of use that results in a greater than 25% increase in required parking.

Because the proposal is for buildings totaling greater than 2,000 square feet (sq ft) in the CG zoning district, per subsection 3. it requires a Type III Design Review. The applicant submitted site plans on April 10, 2019 and revised site plans through September 4, 2019 (within Attachment 106). (Staff hosted a pre-app on November 13, 2018.)

✓ The requirement is met.

## 2.03 Commercial Zones

A. The City of Woodburn is divided into the following commercial zones:

2. The Commercial General (CG) zone is the community's primary commercial area, providing for businesses requiring extensive land intensive outdoor storage and display of merchandise, equipment, or inventory.

B. Approval Types (Table 2.03A)

1. Accessory Uses (A) are allowed outright, subject to the general standards of this Ordinance.
2. Conditional Uses (CU) may be allowed, subject to the general development standards of this Ordinance and conditions of Conditional Use approval.

**3. Permitted Uses (P) are allowed outright, subject to the general development standards of this Ordinance.**

Uses Allowed in Commercial Zones Table 2.03A		
Use		Zone
Accessory Uses (A) Conditional Uses (CU) Permitted Uses (P) Special Permitted Uses (S) Specific Conditional Uses (SCU)		CG
E	Residential	
4	Multiple-family dwellings	P

The proposed use matches E.4, which is a permitted use.

Note: Pursuant to state law, staff reviews the application through the WDO as it existed on the date of application. On April 10, 2019, the WDO version was that of Ordinance No. 2562 adopted Sept. 10, 2018. Though at present in the CG zoning district multiple-family dwellings are prohibited in some areas of the district and a conditional use (CU) in others, this change occurred after application submittal (and in response to a different proposed apartment complex project later submitted as DR 2019-05 Allison Way Apartments). The City Council adopted Legislative Amendment LA 2019-01 via Ordinance No. 2573 on June 24, 2019, which as is standard for ordinances per the City Charter, took effect 30 days later.

✓ The requirement is met.

Commercial General (CG) - Site Development Standards Table 2.03C				
Lot Area, Minimum (square feet)			No minimum	
Lot Width, Minimum (feet)			No minimum	
Lot Depth, Minimum (feet)			No minimum	
Street Frontage, Minimum (feet)			No minimum	
Front Setback and Setback Abutting a Street, Minimum (feet)			5 <sup>1</sup>	
Side or Rear Setback, Minimum (feet)	Abutting RS, R1S, or RM zone		10 <sup>4</sup>	
	Abutting CO, CG, DDC, NNC, P/SP, IP, SWIR, or IL zone		0 or 5 <sup>4,5</sup>	
Setback to a Private Access Easement, Minimum (feet)			5	
Lot Coverage, Maximum			Not specified <sup>2</sup>	
Residential Density (units per net acre)	Minimum	Row house		12
		Child care facility, group home, or nursing home		12
		Multi-family dwelling	Stand-alone	12
			In mixed use development	No minimum
	Maximum	Row house		24
		Child care facility, group home, or nursing home		32
		Multi-family dwelling	Stand-alone	32
			In mixed use development	32
Building Height, Maximum (feet)	Primary or accessory structure	Outside Gateway subarea		70
		Western Gateway subarea		50
		Eastern Gateway subarea		40
	Features not used for habitation		100	
<ol style="list-style-type: none"> <li>1. Measured from the Special Setback (Section 3.03.02), if any</li> <li>2. Lot coverage is limited by setbacks, off-street parking, and landscaping requirements.</li> <li>3. Only allowed in the Gateway Overlay District</li> <li>4. A house of worship shall be set back at least 20 feet from a property line abutting a residential zone or use.</li> <li>5. A building may be constructed at the property line, or shall be set back at least five feet.</li> </ol>				

*Lot Dimensions*

The CG zoning district has no minimum lot size, width, depth, or street frontage or maximum lot coverage.



*Setbacks*

The required setbacks are as follows and account for the corollary proposed PLA:

<i>Direction</i>	<i>Type</i>	<i>Setbacks (ft)</i>		
		<i>Existing</i>	<i>Required, Accounting for the Special Setback (i.e. street widening)</i>	<i>Proposed</i>
West	Front	n/a because no building	5 + 6 ROW = 11	17½ (11½ post-dedication)
North	Side, abutting CG	n/a	Zero or 5	16
East	Rear, abutting RS	n/a	10	10*
South	Side, abutting CG	n/a	Zero or 5	11½

\*The proposed setback to Building C balconies is 6 ft; however, this conforms because 3.03.05B. allows that, “A balcony, outside stairway or other unenclosed, unroofed projection may not project more than 10 feet into a rear setback. In no case shall such a projection come closer than 6 feet from any lot line or Special Setback”.

Because the application materials indicate no private access easement, the 5-foot setback is not applicable. (The application materials do indicate a public cross access easement to the benefit of the north and south neighboring lots, but because this context is not private, compared to for example an access easement over the pole of a flag lot partition where the pole is the sole means of physical access and the easement the sole means of legal access for one or two landlocked lots, the private access easement setback is not applicable to this proposal.)

*Density*

Both the Comprehensive Plan and WDO 1.02 define density. Because they conflict, per state law the Comprehensive Plan definition supersedes. It is found as a footnote to Policy Table 1 (p. 7):

“The net buildable area of a parcel excludes land dedicated for public rights-of-way or stormwater easements, common open space, and unbuildable natural areas. For example, if a parcel has 10 acres, and 2 acres are removed for streets and 2 acres are within the floodplain / riparian area, then 6 net buildable acres would remain. The range of allowable densities is calculated based on net buildable acres. An acre has 43,560 square feet. Allowable densities may be increased through the discretionary planned unit development review process.”

The proposal falls under the residential building type / use of “multi-family dwelling” per 1.02 under “Dwellings ... Multiple-Family Dwelling”:

“A building on a single lot containing three or more dwelling units. Note: This definition does not include row houses, where attached single-family dwelling units are located on separate lots.”

The project is also stand-alone, meaning a conventional apartment complex that includes no other primary uses such as commercial retail and is more suburban in nature than urban.

Therefore, the applicable minimum and maximum densities are 12.0 and 32.0.

Looking to the proposal itself, the proposal involves no environmental constraints such as a creek, wetlands, or remnant old forest, a stormwater easement, or common open space of the kind understood in the context of a planned unit development (PUD) managed by an association that charges maintenance dues, with open space often being in its own platted tract or tracts. (Staff considers apartment complexes as having open space, but that remains a subarea of a platted lot under the direct control of a landlord and property manager, and so open space is not common open space.)

Therefore, obtaining net acreage is as simple as subtracting ROW dedication. 6.67 acres total for both lots that compose the subject property equals 290,545 sq ft. A 6-ft ROW dedication along 314.8 ft of frontage yields 1,888.8 sq ft. The result is  $290,545 - 1,888.8 = 288,656$  sq ft or 6.63 acres.

The applied minimum and maximum densities are  $6.63 \times 12 = 79.6 \rightarrow 77.0$  and  $6.63 \times 32 = 212.2 \rightarrow 212$ . (Rounding is consistent with Director's Interpretation INT 19-0625 Density Calculation Rounding.) The proposal contains 204 apartments, meeting the density provisions.

### *Height*

The sheets illustrating building elevations note that the ten apartment buildings are 33.75 ft (33 ft, 9 inches) as measured per 1.02 "Building Height" and Figure 1.02A, meeting the provision.

✓ The site development provisions are met.

## **2.05 Overlay Districts**

⊖ None apply.

## **2.06 Accessory Structures**

### **2.06.02 Fences and Walls**

#### **C. Height in Non-Residential Zones**

- 1. In commercial, industrial, or public zones, the maximum height of a fence or wall located in a yard abutting a street shall be 6 feet, relative to the ground elevation under the fence or wall. Fence height may increase to 9 feet once flush with the building face, or 20 feet from street right-of-way.**
- 2. Fences and walls may be constructed in the special setback provided the property owner agrees to removal at such time as street improvements are made.**

#### D. Fence Materials

1. Fences and walls shall be constructed of any materials commonly used in the construction of fences and walls, such as wood, stone, rock, or brick, or other durable materials.
2. Chain link fences are acceptable as long as the fence is coated and includes slats made of vinyl, wood or other durable material. Slats may not be required when visibility into features such as open space, natural areas, parks and similar areas is needed to assure visual security, or into on-site areas in industrial zones that require visual surveillance.
3. For manufacturing, assembly, fabricating, processing, packing, storage and wholesale and distribution activities which are the principle use of a building in industrial districts, the preceding standards apply when visible from, and within 20 feet of, a public street.

#### 2.06.03 Structures

- A. Accessory structures attached to a primary building shall be considered as a portion of the primary building and subject to the same requirements as the primary building.
- B. The minimum separation between detached accessory structures and the primary building shall be six feet.

The site plans propose no fencing or free-standing walls, excepting walls for the four recycling and trash enclosures. Because none are in the front yard, the stair-stepped maximum heights of fencing and walls are not applicable. Every enclosure is at least 6 ft from a building.

✓ The provisions are met.

#### 2.07 Special Uses

⊖ None apply.

#### 3.01 Streets

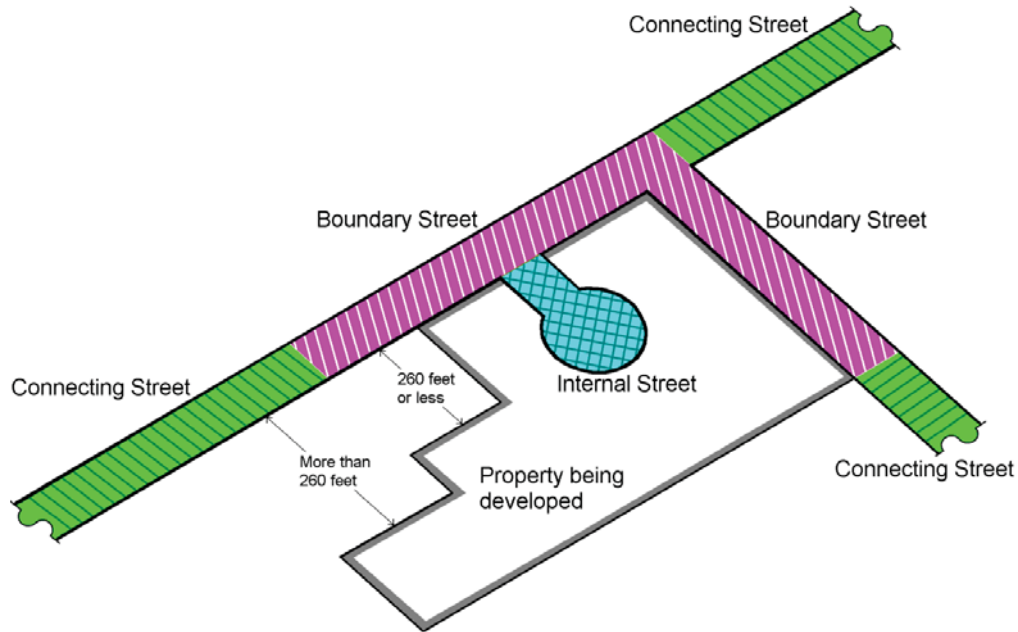
##### 3.01.02 General Provisions

A. No development shall be approved, or access permit issued, unless the internal streets, boundary streets and connecting streets are constructed to at least the minimum standards set forth in this Section, or are required to be so constructed as a condition of approval.

D. The standards of this Section may be modified, subject to approval of an Exception to Street Right-of-Way and Improvement Requirements.

3.01.04B. All public streets under the jurisdiction of the City of Woodburn shall comply with the cross-sections depicted in this Section.

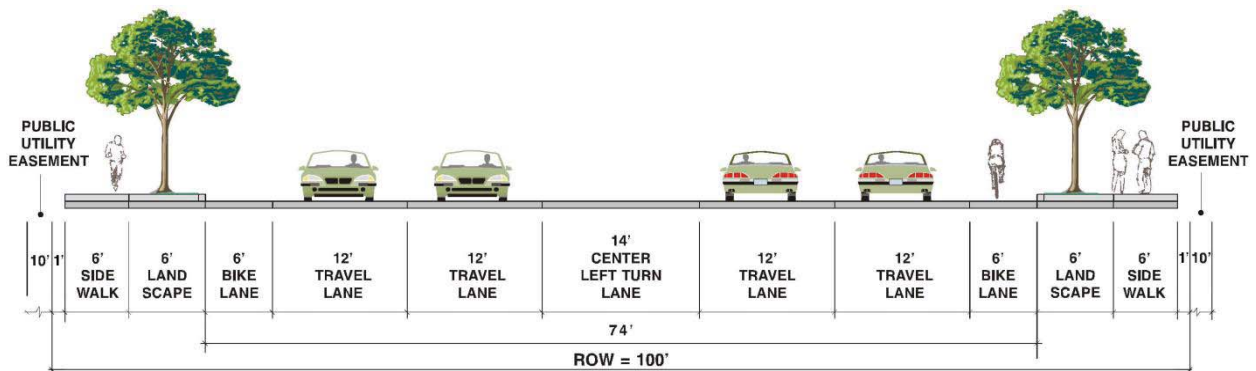
3.01.04C. For local residential streets which are not identified in the Comprehensive Plan, rights-of-way and improvements are determined by the Director at the time of development, based upon the existing and future estimated average daily trips of the development and surrounding development.



**Figure 3.01A – Internal, Boundary, and Connecting Streets**

The subject property has one frontage: N. Pacific Highway (U.S. 99E).

Per Transportation System Plan (TSP) Figure 7-1 “Functional Classification Designations” (Attachment 105; 2005), it is Major Arterial class, for which WDO Figure 3.01B applies:



**Figure 3.01B – Major Arterial**

Frontage/public/street improvements are required to upgrade the frontages to present standards, and the applicant opted not to apply for an Exception to Street Right of Way and Improvement Requirements (EXCP; “Street Exception”).

**ROW**

Because the existing total ROW is 88 ft per the City geographic information system (GIS), the total deficit is 12 ft, and the half-street deficit is  $12/2 = 6$  ft, which is what the site plans delineate and note. (Though Tax Maps 051W08DB & DC indicate the highway ROW is 84 ft

total, because tax maps do not serve the same purpose as plats and are not drafted and recorded to the same standards as plats, staff opts to go by City GIS. Also, in Attachment 102A Public Works comment 6 is silent on the exact width of required ROW dedication, never mind if it should be 8 instead of 6 ft.)

### *Improvements*

The applicant proposes surface improvements that upgrade the nonconforming frontage to conform by keeping the bicycle lane and having a planter strip with street trees and new sidewalk, except that per staff request the applicant opts to have the surface improvements exceed the minimum standards by having an 8-ft sidewalk instead of a 6-ft one.

### *Long-range Planning*

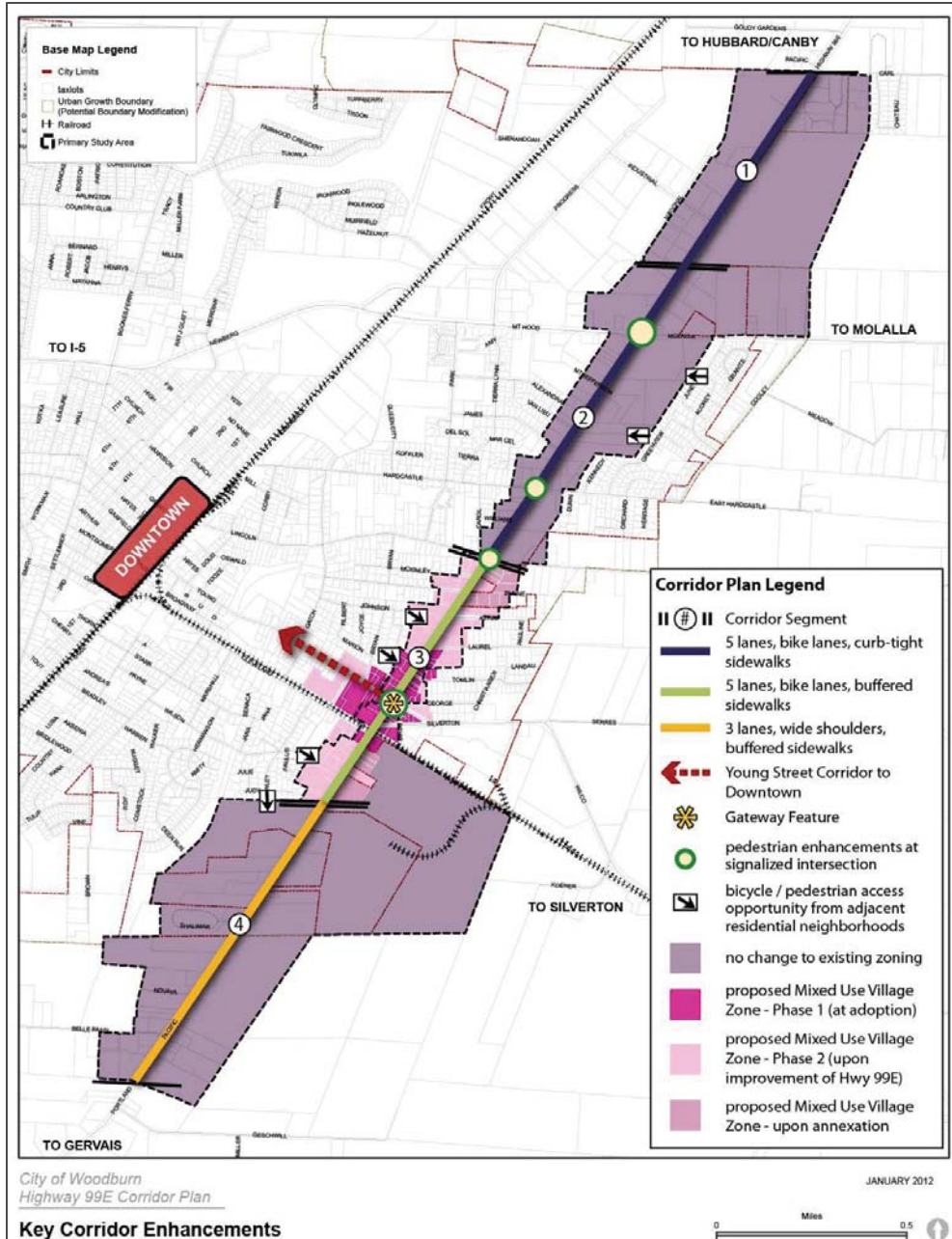
Comprehensive Plan and Highway 99E Corridor Plan provisions apply as described more below, starting with the Corridor Plan first.

### *Highway 99E Corridor Plan*

The City Council approved the [Highway 99E Corridor Plan](#) on July 9, 2012 and formally adopted it via Ordinance No. 2492 on September 10, 2012. The Ordinance made the plan part of the Comprehensive Plan and among its exhibits included text amending the Comprehensive Plan to implement the Corridor Plan. The subject property lies within the corridor per plan Figure 1 on p. 2.

The Corridor Plan identifies needed transportation improvements, recommends appropriate land uses, and illustrates the urban design vision for the section of U.S. 99E / N. Pacific Highway running through Woodburn. The plan also identifies the policies, regulations, and actions necessary to implement this vision.

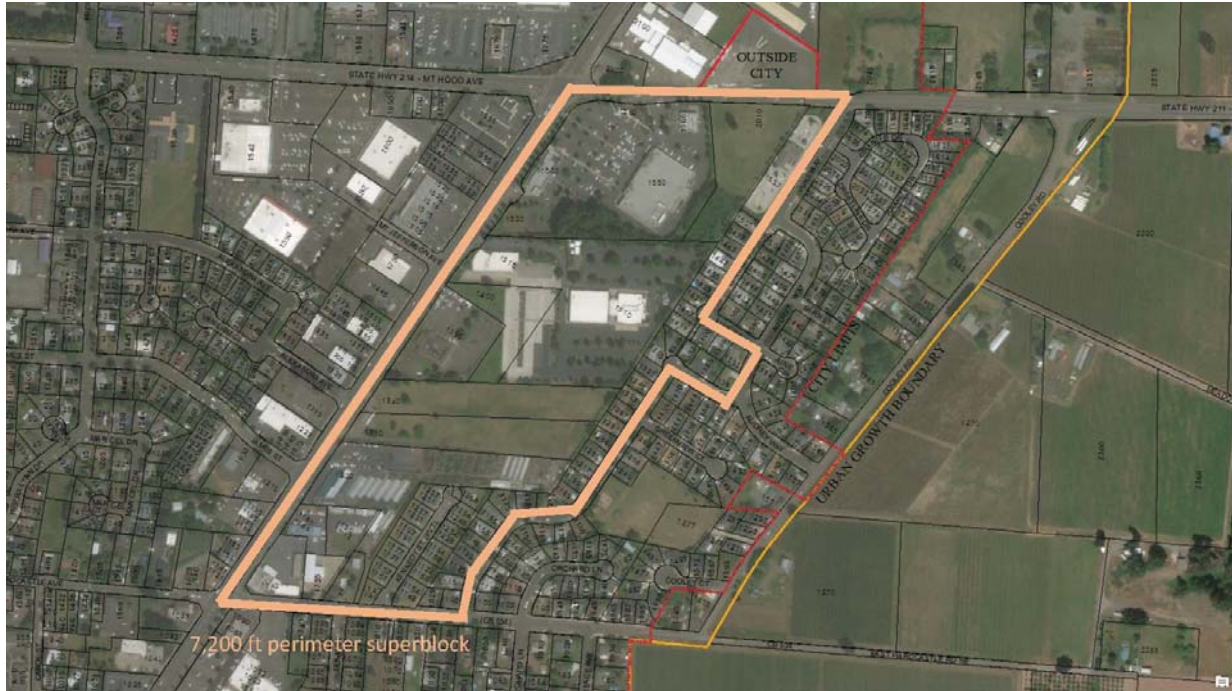
Section V. Corridor Plan Overview starting on p. 9 states, “This section summarizes the key land use and transportation changes associated with the Corridor Plan. These are also illustrated graphically in Figure 2: Key Corridor Enhancements on page 12.” Figure 2 is both reproduced below and part of Attachment 104.



Corridor Plan Figure 2

The figure shows lot lines in faint gray, the subject property lies east of where the black number 2 in a white circle appears. At the east of the subject property is an arrow that the legend explains is among a number of “bicycle / pedestrian access opportunity from adjacent residential neighborhoods”.

The second factor is existing context. The subject property lies within a superblock of approximately 7,200 feet (ft) or more than 1.3 miles in in perimeter as outlined in peach in the aerial below:



As a consequence, the regional bicycle, pedestrian, and vehicular network is poor, requiring more out-of-direction travel and inhibiting cycling, walking, and transit ridership.

Corridor Plan p. 11 under the header “Other Transportation Improvements” notes that:

“Additional transportation improvements are identified in Appendix B and summarized briefly below: ...

- Improvements to connectivity through new street connections and bicycle / pedestrian accessways.
- Adoption of access management policies for the corridor to improve safety for vehicles, bicycles, and pedestrians.”

Corridor Plan, Appendix B p. 2 under the header “Pedestrian Plan” notes that:

“Provide pedestrian and bicycle access to Highway 99E from adjacent residential neighborhoods. This will require development of accessways and obtaining easements.”

Because the subject property is disturbed but undeveloped, staff identifies that it can condition development to implement the above goals and policies through specific improvements.

#### *Comprehensive Plan: Bicycle/Pedestrian*

A comprehensive plan goal is to:

“H-1.4 Identify sidewalk and off-street pathway improvements to improve pedestrian mobility within neighborhoods and between residential areas and schools, parks, places of employment, and commercial areas. ...”

Based on the Corridor Plan described below and because the subject property is disturbed but undeveloped, staff identifies off-street public bicycle/pedestrian path improvements – what staff calls the “Jacobsen” path because the path corridor, along the westerly south property line, overlaps long-vacated Jacobsen Road. (The interim informal name facilitates unique and short identification and reference by the applicant and staff.)

The proposed 8-foot sidewalk, two access ways from the sidewalk, and the access way from Jacobsen path are also improvements meeting the goal. (“Access way” means an on-site walkway paved at least 8 ft wide to serve as a bicycle/pedestrian path to and from sidewalk – or to and from an off-street public bicycle/pedestrian path – and that is ADA-compliant.)

#### *Comprehensive Plan: Streets*

Shrinking superblocks and precluding new ones is a tool to meet City comprehensive plan policies about street connectivity, including the following with Policy H-7.3(m) being the most directly applicable:

“G-1.3 The City shall provide an interconnected street system to improve the efficiency of movement by providing direct linkages between origins and destinations.

H-2. Develop a street system that will handle projected year 2020 traffic demands in the Woodburn area, and interconnects residential areas with employment centers, schools, parks, churches, and regional transportation facilities.

H-2.3 Identify new east-west and north-south collector/minor arterial streets within the City to relieve traffic demands on Oregon 219/214, 211, and 99E and coordinate with Marion County to construct the street connections needed outside of the urban growth boundary (UGB). Where development of new collector/minor arterial streets is not possible within the near future, such as when an alignment runs outside of the UGB, work with property owners during subdivision to provide local street connections to improve connectivity in the interim.

H-6.7 The Woodburn TSP shall include measures to improve the walking and biking environment by providing sidewalks in all new developments and by providing an interconnecting system of pedestrian connections.

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

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



The Corridor Plan, Appendix p. 5, Table B1 “Cost Estimates for Proposed Transportation Improvements” under Tier 3 “Long Term Projects” for Project 16 notes:

“Enhance north-south connectivity of local streets paralleling the Highway 99E corridor as part of property development or subdivision.”

### *Street Reservations*

Because of the above and because the site is disturbed but undeveloped, staff requires first that the proposal reserve two future street corridors, Street Corridor “G”, roughly in line with Greenview Court to the east, and Street Corridor “K”, rough in line with Kennedy Street to the south. This in turn, upon redevelopment of adjacent properties facilitate (a) manifestation of a street between the intersections of Hardcastle Avenue & Kennedy Street and U.S. 99E and Mt. Jefferson Avenue overlapping present Kennedy Street and (b) manifestation of a street between the intersections of Greenview Drive & Greenview Court and U.S. 99E and Mt. Jefferson Avenue.

Street Corridor ‘G’ regarding territory within the subject property is the southeast-northwest future local street corridor 70 ft in width that assumes a ROW of 60 ft plus two 5-ft PUEs. “Street Corridor ‘K’” is the north-south future local street corridor 70 ft in width that assumes a ROW of 60 ft plus two 5-ft PUEs. (WDO 3.02.01B requires streetside PUEs.)

Reservation need not involve any ROW dedication. Along each street corridor the applicant must either dedicate ROW or a PUE.

### *WDO Support for Street Corridors*

The WDO contains text reinforcing the Comprehensive Plan and long-range planning for extended and new streets:

#### “1.01.01 Title and Purpose

- A. This ordinance may be referred to as the “Woodburn Development Ordinance” or by the abbreviation “WDO”.
- B. The Woodburn Development Ordinance is intended to:
  - 1. Implement the Woodburn Comprehensive Plan in accordance with Oregon’s statewide planning goals and statutes;
  - 2. Facilitate adequate provisions for transportation, water, sewage, drainage, schools, parks and other facilities;
  - 7. Promote a logical growth pattern within the City and the economic extension of public services and facilities;

The identified Comprehensive Plan and Corridor Plan provisions serve as criteria:

#### 1.02 Definitions

Approval Criteria and Approval Standards: All standards which must be met in order to approve an application. Depending upon the specific application, approval criteria include standards contained in the Woodburn Development Ordinance, Woodburn Comprehensive Plan and applicable state law.

WDO 3.01 indeed implements identified Comprehensive Plan and Corridor Plan provisions:

#### 3.01 Streets

The purpose of this Section is to provide for safe and efficient streets within the City, and to implement the Woodburn Comprehensive Plan and the Transportation System Plan (TSP). The provision of streets is guided by the goals and policies of the Comprehensive Plan, the TSP, and other sections of the Woodburn Development Ordinance.

The long-range planning assumption of local class streets at 60 ft width of ROW each is conservative compared to higher functional classes of streets, roads, and highways, and the WDO supports the assumption:

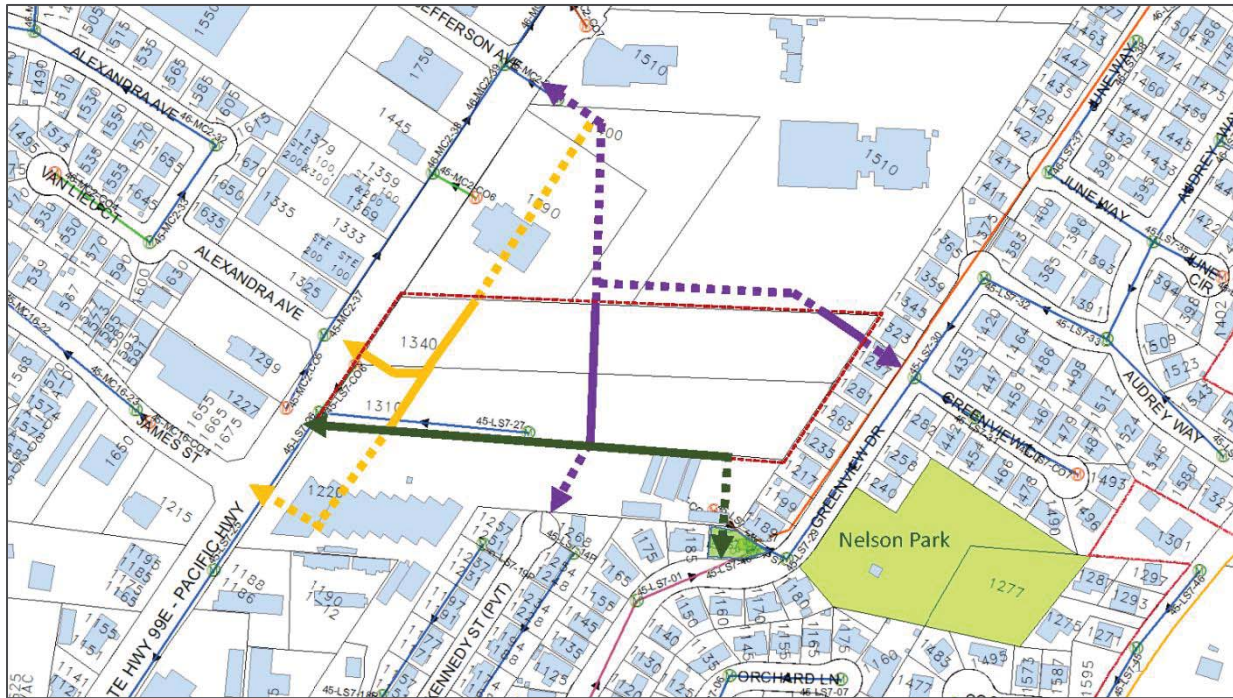
##### 3.01.04 Street Cross-Sections







C. For local residential streets which are not identified in the Comprehensive Plan, rights-of-way and improvements are determined by the Director at the time of development, based upon the existing and future estimated average daily trips of the development and surrounding development.”

Generally, staff expects future redevelopment to the north with land uses that will generate more trips than present vacant development at 1390 N. Pacific Highway. Additionally, the Hall of Jehovah’s Witnesses at 1510 N. Pacific Highway has a vast parking area that undercapitalizes land, and staff expects as for most houses of worship that the attraction of lucre will entice redevelopment of surface parking, if not that whole property, into income and trip-generating land uses. In short, with sufficient room and expected market support for redevelopment in the vicinity of the subject property, it is necessary and timeline to identify and reserve new and extended street corridors.

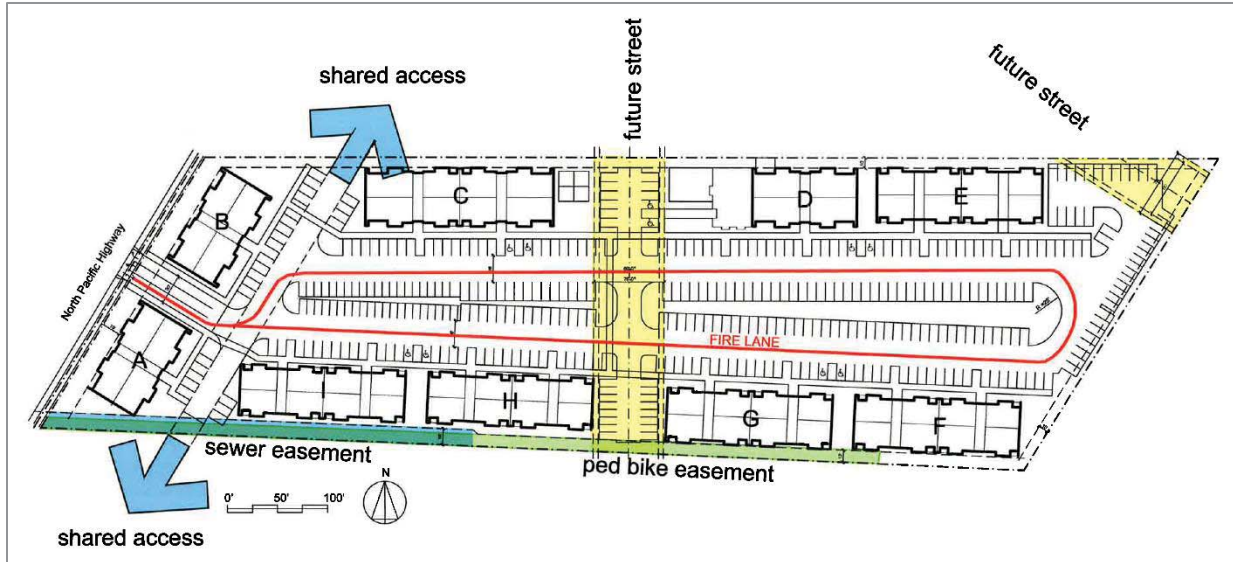
As examined for 3.04.05 further below, the applicant submitted a traffic impact analysis (TIA; May 6, 2019, p. 5) indicating the proposal itself would generate more than 1,000 daily vehicle trips. It also identifies on p. 5 trip distribution that 35% of vehicle trips will turn south from the subject property at the existing T-intersection with no traffic signal. Future streets will help create intersections with traffic signals that facilitate safer vehicle left turns and vehicle, cyclist, and pedestrian crossings of the highway generated by multiple developments.

There were two pre-application conferences (“pre-apps”) for the subject property on March 14, 2018 and November 13, 2018. As a result of both, staff prepared memos. The November 15, 2019 memo for the latter included images as well as text briefing potential applicants about access management, two street corridors, and a bicycle/pedestrian path. Staff sketched a conceptual street network in more detail than and based on the Corridor Plan:



<i>Item</i>	<i>Legend</i>
Site boundaries	Dark red dash 
Driveways and Shared Access	Yellow 
Streets	Purple 
Bicycle/Pedestrian Paths/Trails	Dark Green 
Park	Light Green 
City utility property	Lime Green 

Resulting from all of the above relating to analysis of 3.01, the result is that the proposal reserves Street Corridors “G” and “K”. The image below that the applicant had created for the pre-app, which though is an earlier draft conceptual site plan, remains useful by quickly conveying the site planning concepts of cross access drive aisles per the blue arrows, two future street corridors in yellow, and the Jacobsen public bicycle/pedestrian path in teal. (Note: Building lettering and placements were different, and no sewer easement is relevant because the applicant proposes to abandon the Jacobsen sewer line.)



Conceptual site plan from the pre-app illustrating long-range planning concepts

- ✓ The provisions are met for the highway frontage and for long-range planning for street corridors and off-street bicycle/pedestrian paths.
- ▲ In order to secure the Jacobsen path and Street Corridors “G” & “K”, staff applies *Conditions G3, D3, & V3-PRh* for the path and *G3, D2, V1-SA, & V2-DN* for the corridors.
- *Variance*: Staff addresses the street access minimum number (3.01.05C) variance request further below under the Variance Provisions section.

## 3.02 Utilities & Easements

### 3.02.01

- A. The Director shall require dedication of specific easements for the construction and maintenance of municipal water, sewerage and storm drainage facilities located on private property.
- B. A five-foot wide public utility easement shall be dedicated along each lot line abutting a public street.
- C. As a condition of approval for development, including property line adjustments, partitions, subdivisions, design reviews, or Planned Unit Developments (PUDs), the Director may require dedication of public utility easements.

Because the proposal includes a number of potable water, fire suppression, and sanitary sewer lines on the subject property and the City Engineer determines that on-site PUEs are needed for them per Attachment 102A, to secure on-site PUE dedication(s) staff applies *Condition D* \_\_\_\_.

Regarding subsection B. about a public utility easement (PUE) abutting a street, Figure 3.01B and 3.02.01B conflict in that the model/standard cross section calls for a 10-ft PUE, but the general

provision for PUEs is 5 ft. The model/standard cross section supersedes. The site plans delineate and note a 10-ft PUE.

Staff exercises option C. to secure a roadside PUE dedication by applying *Condition D1*.

▲ In order to secure PUE dedications, staff applies *Conditions G3, G6-PW, D1, & PLA-2PW*.

### 3.02.03 Street Lighting A. Public Streets

The appended “Public Works Comments” (September 30, 2019) from the City Engineer identify street lighting as an issue, stating under comment 10, “Street lighting plan and design shall be approved by the City and ODOT.”

▲ In order to secure conformance to Public Works comments, staff applies *Condition G6-PW*.

**3.02.04 Underground Utilities. All permanent utility service to and within a development shall be underground, except where overhead high-voltage (35,000 volts or more) electric facilities exist.**

The proposal buries all permanent utility service lines to the development from the highway.

✓ The provisions are met.

## 3.03 Setbacks and Open Space

### 3.03.02 Special Setbacks

As examined earlier for 3.01, one existing public street is involved. The west front lot line is subject to the Special Setback, i.e. the street widening setback. The table below explains how the provision affects the subject property.

Street	Class	Model/Standard Cross Section per WDO Fig.:	ROW (ft)			
			Existing	Planned	Required Half-Street	Proposed
N. Pacific	Major Arterial	3.01B	88	100	$(100-88)/2 = 6$	6

✓ The provision is met.

### **3.03.03 Projections into the Setback Abutting a Street**

### **3.03.04 Projections into the Side Setback**

### **3.03.05 Projections into the Rear Setback**

The proposal involves projections into the east rear minimum setback. As staff examined earlier for Table 2.03C under the italicized header Setbacks as a footnote to the table that staff made under the header, the proposed setback to Building C balconies is 6 ft, which conforms to the maximum allowance of 3.03.05B.

✓ The provisions are met.

### **3.03.06 Vision Clearance Area; Figures 3.03A & B**

The proposal includes the required vision clearance area (VCA) as a 10 by 10-ft triangle at the single driveway along the highway ROW.

✓ The provision is met.

## **3.04 Vehicular Access**

### **3.04.02 Drive-Throughs**

⊖ Because the proposal involves no drive-through, the provisions are not applicable.

### **3.04.03 Driveway Guidelines and Standards**

#### **A. Number of Driveways**

**1. For residential uses, the maximum number of driveways per lot frontage shall be one. For purposes of controlling driveway access, every 100 feet of frontage is considered a separate lot frontage.**

**2. A minimum of two driveways shall be provided in developments with: ...**

**b. 100 dwelling units in multiple-family dwellings (200 if all dwelling units are equipped with automatic fire sprinklers); ... .**

Regarding subsection 1., the proposal includes one driveway centered at the T-intersection of the highway and Alexandra Avenue, meeting the provision.

Regarding subsection 2., the proposal has 204 dwellings, and staff reasonably expects the statewide uniform building code to require automatic fire sprinklers; however, the proposal has one driveway. As background, the one adjacent public street is a state highway, the provision conflicts with conventional access management and specific access management policies in the City Highway 99E Corridor Plan (2012), and the applicant submitted a variance request regarding this subsection.

■ *Variance:* Staff addresses the driveway minimum number (two-driveway) variance request further below under the Variance Provisions section

**B. Joint Access**

**1. Lots that access a Major Arterial, Minor Arterial, or Service Collector should be accessed via a shared driveway.**

...

**3. Every joint driveway or access between separate lots shall be established by an access easement and maintenance agreement to the satisfaction of the Director and revocable only with the concurrence of the Director.**

*Why the City Implements Access Management Requiring a Joint Driveway*

The Comprehensive and Corridor Plans address access management with comprehensive plan Policies H-7.3(j) & (k) being the most directly applicable:

“H-3.1 ... Work with ODOT and property owners through the redevelopment process to improve access management on Highway 99E in accordance with the access management strategies identified in the Highway 99E Corridor Plan.

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

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

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

The Corridor Plan (p. 11) under the header “Other Transportation Improvements” notes that:

“Additional transportation improvements are identified in Appendix B and summarized briefly below: ...

- Adoption of access management policies for the corridor to improve safety for vehicles, bicycles, and pedestrians.”

The Corridor Plan (pp. 26-27) also states the objectives to:

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

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

Seek opportunities to enhance the connectivity of the local street system surrounding Highway 99E.”

Because of the above and because the site is disturbed but undeveloped, staff requires first that the proposal have one driveway and that it be a joint one and second that the applicant dedicate a public cross access easement or easements to the benefit of the north and south neighboring lots. This in turn, upon redevelopment of those lots would facilitate consolidation of driveways along the highway.

#### *About the Provision More Directly*

Regarding subsection 1., the proposal includes one shared driveway centered at the T-intersection of the highway, which is a Major Arterial, and Alexandra Avenue. The proposal includes public cross access easements to the benefit of the north and south neighboring lots (vacant Tax Lot 051W08DB 02700 at 1390 N. Pacific Highway, previously occupied by Chu’s Eatery, and Al’s Garden and Home retailer on Tax Lot 051W08DC00300 at 1220 N. Pacific Highway, respectively). The provision is met.

Regarding subsection 3., the public cross access easements and maintenance agreements will likely satisfy the Director and be revocable only with the concurrence of the Director. The applicant submitted draft recordation materials including legal descriptions and map exhibits per a Public Works Department template.

▲ In order to secure actual and correct dedication of public cross access easements, staff applies *Condition D4*.



<b>Access Requirements</b> <b>Table 3.04A</b>		
		<b>Commercial or Industrial Use</b>
<b>Paved Width of Driveway (feet)</b> <sup>3,4</sup>	<b>1-way</b>	<b>12 minimum</b> <b>20 maximum</b>
	<b>2-way</b>	<b>24 minimum</b> <b>36 maximum</b> <b>(Add 8' if a turn lane is provided)</b>
<b>Curb Flare Radius (feet)</b>		<b>30 minimum</b>
<b>Throat Length (feet)</b> <sup>5</sup>	<b>Major Arterial, Minor Arterial, Service Collector</b>	<b>50 minimum</b>
	<b>Access or Local Street</b>	<b>20 minimum</b>
<b>Corner Clearance (feet) Guidelines</b> <sup>1</sup> <b>(See Figure 3.04B)</b>	<b>Access or Local Street</b>	<b>30 minimum</b>
	<b>Service Collector</b>	<b>50 minimum</b>
	<b>Minor Arterial</b>	<b>245 minimum</b>
	<b>Major Arterial</b>	<b>300 minimum</b>
<b>Driveway Separation Guidelines (feet)</b> <sup>1,2</sup> <b>(See Figure 3.04B)</b>	<b>Driveway on the same parcel</b>	<b>50 minimum</b>
	<b>Access or Local Street</b>	<b>none</b>
	<b>Service Collector</b>	<b>50 minimum</b>
	<b>Minor Arterial</b>	<b>245 minimum</b>
	<b>Major arterial</b>	<b>300 minimum</b>
<b>Turnarounds (See Figure 3.04C)</b>	<b>Access to a Major or Minor Arterial</b>	<b>Required</b>
	<b>Access to any other street</b>	<b>Requirements per the Woodburn Fire District</b>

The single driveway is two-way and 32 ft, meeting the width provisions, and the throat depth is 50 ft from the highway (edge of bicycle lane). The apartment complex has a looped drive aisle that serves as a fire apparatus turnaround. The driveway is fewer than 300 ft from either the nearest driveway at 1390 N. Pacific Highway or the nearest one at 1220 N. Pacific Highway; however, it is not physically possible for the driveway to be 300 ft from both. Also, for safety of

vehicle turning movements staff and the Oregon Dept. of Transportation (ODOT) prefer its alignment centered at the T-intersection with Alexandra Avenue. Lastly, 1390 N. Pacific Highway is the subject of DR 2019-10 "Fusion" through which staff intends to have that site close the southern of its two driveways, a scenario in which the remaining driveway would be more than 300 ft from the Pacific Valley Apartments proposed driveway.

✓ The provisions are met.

#### **3.04.03A. Unused driveways shall be closed.**

⊖ There are none.

#### **3.04.03C. Interconnected Parking Facilities.**

The proposal a single parking area that follows and branches from the looped drive aisle.

✓ The provisions are met.

#### **3.04.04 Improvement Standards**

The site plans illustrate pavement that conforms.

✓ The requirement is met.

#### **3.04.05 Traffic Impact Analysis**

**A. A Traffic Impact Analysis (TIA) may be required by the Director prior to the approval of a City access permit when the Director estimates a development proposal may generate either 100 or more additional, peak hour trips, or 1,000 or more additional daily trips, within ten years of a development application.**

The applicant's TIA (submitted May 6, 2019; p. 1) states under Executive Summary item 2 that:

"The proposed development is projected to generate 73 trips during the morning peak hour, with 19 trips entering and 54 trips exiting the site, and 90 trips during the evening peak hour, with 55 trips entering and 35 trips exiting the site."

It states on p. 5 that:

"The trip generation calculations show that the proposed use of the site will generate ... 1,110 trips on a typical weekday. The trip generation calculation results are summarized in Table 3."

The proposal exceeds the second of two thresholds, which is why the applicant drafted and submitted a TIA instead of a brief traffic letter or memo.

On p. 1, items 5 and 6 indicate that the T-intersection warrants no traffic signal, and there are no deficiencies for which mitigation is justified.

Staff concurs.

✓ The requirement is met.

### **3.05 Off-Street Parking and Loading**

#### **3.05.02 General Provisions**

The site plans illustrate that the proposal meets the general provisions, including provision of wheel shops along head-in parking stalls adjacent to the access way, i.e. the prime bicycle/pedestrian wide walkway route to and from sidewalk, and on-site exterior light fixtures that are full cut-off and per the photometric plan sheet that is Exhibit 21 limit light encroachment.

However, there is the exception of subsection s J. (directional markings/stripping) and K. (double parallel lines / double striping).

✗ In order to ensure that the applicant will double stripe altered and new parking stalls to meet subsection K., staff applies *Condition D5*.

#### **3.05.03 Off-Street Parking**

##### **3.05.03 Off-Street Parking**

###### **A. Number of Required Off-Street Parking Spaces**

- 1. Off-street vehicle parking spaces shall be provided in amounts not less than those set forth in this Section (Table 3.05A).**
- 2. Off-street vehicle parking spaces shall not exceed two times the amount required in this Section (Table 3.05A).**

**B. Accessible parking shall be provided in amounts not less than those set forth in Table 3.05B. The number of accessible spaces shall be included as part of total required vehicle parking spaces.**

**C. A maximum of 20 percent of the required vehicle parking spaces may be satisfied by compact vehicle parking spaces.**

**D. Off-street vehicle parking spaces and drive aisles shall not be smaller than specified in this Section (Table 3.05C).**

**E. All uses that are required to provide 10 or more off-street parking spaces and residential structures with four or more dwelling or living units shall provide a bicycle rack within 50 feet of the**

main building entrance. The number of required rack spaces shall be one space per ten vehicle parking spaces ... .

**F. Garages ...**

2. For multi-family dwellings, one-half of the parking spaces required by this Section (Table 3.05A) shall be in a garage or garages.

<b>Off-Street Parking Ratio Standards Table 3.05A</b>	
<b>Use<sup>1</sup></b>	<b>Parking Ratio - spaces per activity unit or square feet of gross floor area</b>
<b>RESIDENTIAL</b>	
<b>1. Dwellings, including manufactured homes</b>	<b>2/ dwelling unit</b>
<p><b>1. The Director may authorize parking for any use not specifically listed in this table. The applicant shall submit an analysis that identifies the parking needs, and a description of how the proposed use is similar to other uses permitted in the zone. The Director may require additional information, as needed, to document the parking needs of the proposed use.</b></p>	

<b>Accessible Parking Ratio Standards Table 3.05B</b>			
<b>Total Spaces</b>	<b>Minimum Total Accessible Spaces<sup>1</sup></b>	<b>Minimum Van Accessible Spaces</b>	<b>Minimum “Wheelchair User Only” Spaces</b>
<b>301 to 400</b>	<b>8</b>	<b>[0]</b>	<b>1</b>
<p><b>1. “Van Accessible Spaces” and “Wheelchair User Only” are included in “Total Accessible Spaces.”</b></p>			

The ratio yields (204 dwellings x 2 stalls) = 408 stalls. The site plan (plan sheet Exhibit 2) illustrates and note 382 stalls, fewer than the minimum requirement and averaging 1.87 stalls per dwelling. The applicant submitted a variance request.

The proposal has 213 compact parking stalls, which is 52.2% of the minimum required 408 and 55.5% of the proposed 38, exceeding the maximum. The applicant submitted a variance request.

The proposal triggers subsection E. for bicycle parking, which requires  $(408 / 10) = 40.8 \rightarrow 41$  bike stalls minimum; however, staff requested and the applicant opts to propose more, specifically 66 bike stalls, both in the form of outdoor U-racks and, within each proposed outdoor storage closet – which are accessible from patios and balconies – a retractable hook made for wall-mounted stowage of a bike. Assuming 2 stalls per U-rack, the clubhouse / leasing office, play area, and barbeque (BBQ) together have 8 stalls, 4 stalls at Buildings H & J near the sidewalk, and a U-rack or two at Buildings A-G.

Regarding placement with 50 ft of main entrance per subsection E., based on conversations with the applicant, staff understands that each stairwell base will have at least one bicycle parking facility and stall; however, it is not evident on the site plans. For this reason, staff applies *Condition D6*.

### *Garages / Carports*

Regarding 3.05.03F.2, carports are permissible in lieu of garages. Relevant definitions are:

#### “1.02 Definitions

Carport: A permanent structure consisting of a roof and supports for covering a parking space which is not completely enclosed.

Garage: A building, or portion of a building, which is completely enclosed and designed for the storage or parking of a vehicle.”

Through a past multi-family development project, Woodland Crossing Apartments at 9065 Arney Lane (DR 2017-03), the Community Development Director interpreted that WDO 3.05.03F.2. allows for carports in lieu of garages. Staff applies the interpretation as the Director had:

“The language in this Section of the WDO seems to indicate that fully enclosed garages are required for even a large multi-family apartment complex that has a parking lot open to the public, such as this one. There is a distinction in the WDO between carports and garages in some areas, but it is not consistent throughout the Code. It’s important to note that when garages are required for single-family and duplex developments under the WDO, there is also an accompanying requirement to provide a ‘parking pad’ outside the garage, a minimum of 20 feet in depth (see the yellow area in the graphic above). This additional area is required to be on private property so that the driver of a car is not backing directly into traffic from their garage. In the case of parking lots – which are typical for commercial centers and multi-family parking areas - the opportunity for this critical ‘parking pad’ is impossible.

Staff has made an interpretation that the requirement for a garage in the case of multi-family dwelling units in a parking lot is satisfied with carports. This is a reasonable and practical interpretation for a variety of aesthetic and most importantly, safety factors. Having individuals opening garage doors and having cars backing into drive aisles from an enclosed garage would be dangerous and Staff would not approve it. Staff finds that the application meets the criteria and will process a clarification of this particular Code language during the next set of amendments to the WDO.”

The applicant proposes carports covering 192 out of 382 stalls, equal to 50.3% and meeting the provision.

*Accessible/ADA/Handicap Parking*

The proposal provides nine required ADA-compliant stalls, exceeding the minimum provision.

■ *Variance:* Staff addresses the parking ratio minimum request further below under the Variance Provisions section.

■ *Variance:* Staff addresses the compact parking percentage maximum request further below under the Variance Provisions section.

▲ To secure a higher minimum amount of bicycle parking and the Jacobsen path and its easement as the applicant proposes and staff discussed above for 3.01, staff applies *Conditions G3, D3, & V3-PR*.

✗ To meet WDO 3.05.03E that bicycle parking be within 50 feet of the main building entrance. Staff applies *Condition D6*.

Parking Space and Drive Aisle Dimensions							
Table 3.05C							
Parking Angle	Type of Space	Stall Width (feet)	Curb Length (feet)	Stripe Length (feet)	Stall to Curb (feet)	Drive Aisle Width (feet)	
						1-way	2-way
A		B	C	D	E	F	G
90°	Standard or Accessible	9.0	9.0	19.0	19.0	24.0	24.0
	Compact	7.5	7.5	15.0	15.0	22.0	
	Car Accessible Aisle	6.0	6.0	19.0	19.0	24.0	
	Van Accessible Aisle	8.0	8.0	19.0	19.0		
<ol style="list-style-type: none"> <li>1. A parking space may occupy up to two feet of a landscaped area or walkway. At least four feet clear width of a walkway must be maintained.</li> <li>2. Space width is measured from the midpoint of the double stripe.</li> <li>3. Curb or wheel stops shall be utilized to prevent vehicles from encroaching on abutting properties or rights-of-way.</li> <li>4. The access aisle must be located on the passenger side of the parking space, except that two adjacent parking spaces may share a common access aisle.</li> <li>5. Where the angle of parking stalls differ across a drive aisle, the greater drive aisle width shall be provided.</li> </ol>							

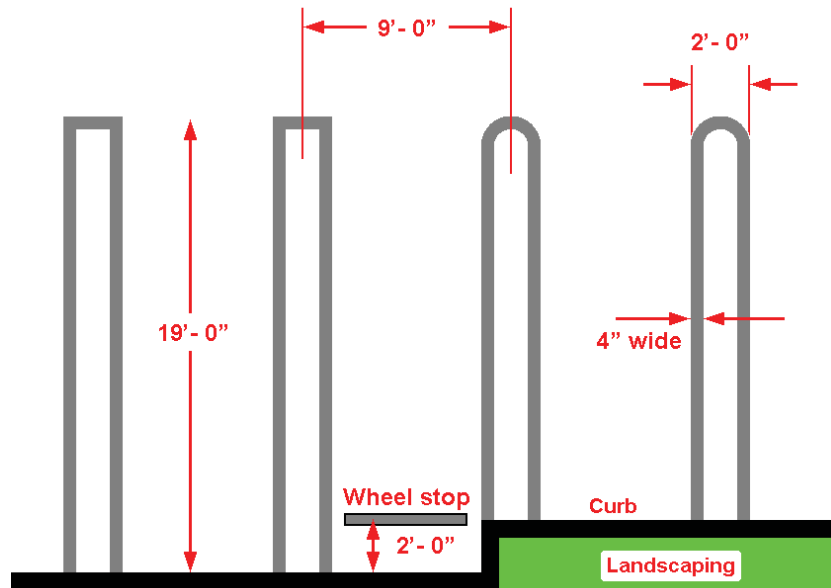


Figure 3.05C - Parking Space Striping

The applicant proposes all stalls, which are all at 90°, to the drive aisle with dimensions, double-striping, and curbing that meet or exceed the minimum standards – except as regards the variance request for drive aisle width minimum.

■ *Variance:* Staff addresses the drive aisle width minimum variance request further below under the Variance Provisions section.

✓ The requirement is met.

### 3.05.04 Off-Street Loading

**B. The off-street loading facilities shall be on the same lot, or site, as the use or structure they are intended to serve. Required loading spaces and required parking spaces shall be separate and distinct, except that if authorized through a land use decision, a parking area may be used for loading during those times when the vehicle parking area is not in use.**

Loading Space Requirements Table 3.05D				
Use and Area (square feet)	Minimum Number of Spaces	Minimum Size of Space (feet)		
		Width	Length	Height
<b>Office</b>				
0 – 4,999	0			
5,000 – 41,999	1	12	30	14
42,000 or more	2			
<b>Nonresidential uses, except office, in the CO, CG, and NNC zones</b>				
0 – 9,999	1			
10,000 – 41,999	2	12	30	14
42,000 – 81,999	3			
82,000 or more	4			

Because the use is nonresidential, the table is not applicable.

- ⊖ The provisions are not applicable.

### 3.05.05 Shared Parking

Per staff request and in support of the parking ratio minimum variance request, the applicant pursued this with the neighboring properties to the north (both the previous Chu’s Eatery to the westerly north as well as the Hall of Jehovah’s Witnesses church to the easterly north) and south, but the landowners declined.

- ⊖ The provisions are not applicable.

## 3.06 Landscaping

### 3.06.02 General Requirements

The landscape plan sheets (L1.02-2.06) illustrate and note that the general provisions are met, including irrigation, curbing, and avoidance of prohibited tree species, except regarding the parking area curb height minimum of subsection I.

■ *Variance:* Staff addresses the parking area curb height minimum variance request further below under the Variance Provisions section.

- ✓ The requirement is met.



### 3.06.03 Landscaping Standards

#### A. Street Trees

The required number is  $([144.8 + 100] = 314.8 \text{ ft frontage, } /50) = 6.3 \rightarrow 7$  trees. Plan sheet Exhibits 15 & 16 note and illustrate 7 ginkos (*Ginko biloba*) of the male species only. The applicant interprets Table 3.06C Prohibited Trees that assigns ginkos the “negative attribute” of, “Disgusting odor from squashed fruit when female near male” such that the female sex is prohibited but not the male. The Exhibit 15 plant legend indicates “male only” for the trees. There is no evidence of existing female ginkos near the subject property. Staff concurs with this interpretation and proposal.

✓ The requirement is met.

B. & Tables 3.06A & B

<b>Planting Requirements Table 3.06A</b>		
<b>Location</b>	<b>Planting Density, Minimum</b>	<b>Area to be Landscaped, Minimum</b>
<b>Setbacks abutting a street</b>	<b>1 PU/15 square feet</b>	<b>Entire setback excluding driveways</b>
<b>Buffer yards</b>	<b>1 PU/20 square feet</b>	<b>Entire yard excluding off-street parking and loading areas abutting a wall</b>
<b>Other yards</b>	<b>1 PU/50 square feet</b>	<b>Entire yard, excluding areas subject to more intensive landscaping requirements and off-street parking and loading areas</b>
<b>Off-street parking and loading areas</b>	<ul style="list-style-type: none"> <li>• 1 small tree per 10 parking spaces; or <sup>1</sup></li> <li>• 1 medium tree per 15 parking spaces; or <sup>1</sup></li> <li>• 1 large tree per 25 parking spaces <sup>1</sup></li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• 1 PU/20 square feet excluding required trees <sup>2</sup></li> </ul>	<ul style="list-style-type: none"> <li>• RS, R1S, RSN, RM, RMN, P/SP, CO, CG and MUV zones: 20% of the paved surface area for off-street parking, loading and circulation</li> <li>• DDC, NNC, IP, IL, and SWIR zones: 10% of the paved surface area for off-street parking, loading and circulation</li> <li>• Landscaping shall be within or immediately adjacent to paved areas</li> </ul>
<b>Common areas, except those approved as natural common areas in a PUD</b>	<b>3 PU/50 square feet</b>	<b>Entire common area</b>
<ol style="list-style-type: none"> <li>1. Trees shall be located within off-street parking facilities, in proportion to the distribution of the parking spaces.</li> <li>2. Required landscaping within a setback abutting a street or an interior lot line that is within 20 feet of parking, loading and circulation facilities may also be counted in calculating landscaping for off-street parking, loading and circulation areas.</li> </ol>		

The landscape plans (plan sheet Exhibits 15-18) illustrate meeting or exceeding the minimum planting densities, landscaped areas, and trees for all four yards and the parking and loading areas.

✓ The requirement is met.

Plant Unit (PU) Value Table 3.06B		
Material	Plant Unit (PU) Value	Minimum Size
1. Significant tree <sup>1</sup>	15 PU each	24" Diameter
2. Large tree (60-120 feet high at maturity) <sup>1</sup>	10 PU each	10' Height or 2" Caliper
3. Medium tree (40-60 feet high at maturity) <sup>1</sup>	8 PU each	10' Height or 2" Caliper
4. Small tree (18-40 feet high at maturity) <sup>1</sup>	4 PU each	10' Height or 2" Caliper
5. Large shrub (at maturity over 4' wide x 4' high) <sup>1</sup>	2 PU each	3 gallon or balled
6. Small to medium shrub (at maturity maximum 4' wide x 4' high) <sup>1</sup>	1 PU each	1 gallon
7. Lawn or other living ground cover <sup>1</sup>	1 PU / 50 square feet	
8. Berm <sup>2</sup>	1 PU / 20 lineal feet	Minimum 2 feet high
9. Ornamental fence <sup>2</sup>	1 PU / 20 lineal feet	2½ - 4 feet high
10. Boulder <sup>2</sup>	1 PU each	Minimum 2 feet high
11. Sundial, obelisk, gnomon, or gazing ball <sup>2</sup>	2 PU each	Minimum 3 feet high
12. Fountain <sup>2</sup>	3 PU each	Minimum 3 feet high
13. Bench or chair <sup>2</sup>	0.5 PU / lineal foot	
14. Raised planting bed constructed of brick, stone or similar material except CMU <sup>2</sup>	0.5 PU / lineal foot of greatest dimension	Minimum 1 foot high, minimum 1 foot wide in least interior dimension
15. Water feature incorporating stormwater detention <sup>2</sup>	2 per 50 square feet	None
<p>1. Existing vegetation that is retained has the same plant unit value as planted vegetation.</p> <p>2. No more than twenty percent (20%) of the required plant units may be satisfied by items in lines 8 through 15.</p>		

The landscape plans illustrate meeting or exceeding the minimum plant unit (PU) standards.

✓ The requirement is met.

### Prohibited Trees Table 3.06C

Plan sheet Exhibits 15 & 16 note and illustrate 7 ginkos (*Ginko biloba*) of the male species only. The applicant interprets Table 3.06C Prohibited Trees that assigns ginkos the “negative attribute” of, “Disgusting odor from squashed fruit when female near male” such that the female sex is prohibited but not the male. The Exhibit 15 plant legend indicates “male only” for the trees. There is no evidence of existing female ginkos near the subject property. Staff concurs with this interpretation and proposal. The requirement is met for street trees.

Regarding additional on-site trees (apart from preserved trees), the Exhibit 15 plant legend lists seven species, none of which the table prohibits.

✓ The requirement is met.

### 3.06.05 Screening & Table 3.06D

#### A. Screening between zones and uses shall comply with Table 3.06D.

*Architectural Wall: East Rear Property Line*

Such is required, and the applicant submitted a variance request.

■ *Variance:* Staff addresses the Architectural Wall variance request further below under the Variance Provisions section.

*Architectural Wall: Recycling and Trash Enclosures*

Such enclosures are required per Table 3.06D for any outdoor storage of “refuse and recycling collection facilities ...”, and the applicant proposes containment through four such enclosures.

#### 3.06.05B.

**All parking areas, except those for single-family and duplex dwellings, abutting a street shall provide a 42-inch vertical visual screen from the abutting street grade. Acceptable design techniques to provide the screening include plant materials, berms, architectural walls, and depressed grade for the parking area. All screening shall comply with the clear vision standards of this ordinance (Section 3.03.06).**

Because Buildings H & J are set close to the ROW and establish a shallow front yard, there is no surface parking in the front yard because the parking closest to the ROW is farther away than the buildings. Therefore, no screening is applicable.

⊖ The provisions are not applicable.

### 3.06.06 Architectural Walls

#### B. Design Standards and Guidelines

##### *Architectural Wall: Recycling and Trash Enclosures*

The 4 such enclosures meet the standards as plan sheets Exhibits 27 & 28 illustrate.

**C. Retaining walls should/shall meet the texture and color requirements of architectural walls in or abutting residential districts, where the texture and color requirements apply to the visible face of the retaining wall.**

#### 1.02

**Abutting: Touching on the edge or on the line, including at a corner. It shall include the terms adjacent, adjoining and contiguous.**

**Adjacent: Near, close or bordering but not necessarily contiguous with; adjoining but separated by a right-of-way.**

➡ Because the proposal includes no retaining walls, the provisions are not applicable.

### 3.06.07 Significant Trees on Private Property

The site plans and applicant's narrative indicate a number of Significant Trees and removal of most of them.

Per staff request, the applicant revised the site plan to preserve not only eight of all existing trees (Significant or not) but nine out of sixteen, a Significant Tree numbered Tree 92 per plan sheet Exhibit 5 and that is A 49-inch incense cedar located west of the proposed clubhouse / leasing office. It is also the largest tree among all trees on site.



Tree 192, March 12, 2018

Note: Staff construes *Condition G2* about substantial conformance to include preservation of the nine trees as the site plans show and number: 185-188, 190, 192, and 198-200.

▲ In order to secure tree preservation through construction best practices, staff applies *Condition G5*.

### **3.07 Architectural Design**

#### **3.07.06 Standards for Non-Residential Structures in Residential, Commercial and Public/Semi Public Zones**

**A. The following design guidelines shall be applicable to all non-residential structures and buildings in the RS, RSN, R1S, RM, RMN, CO, CG, and P/SP zones.**

#### **B. Architectural Design Guidelines**

##### **1. Mass and Bulk Articulation Guidelines**

**a. Building facades visible from streets and public parking areas should be articulated, in order to avoid the appearance of box-like structures with unbroken wall surfaces.**

**b. The appearance of exterior walls should be enhanced by incorporating three-dimensional design features, including the following:**

- (1) Public doorways or passage ways through the building**
- (2) Wall offsets or projections**
- (3) Variation in building materials or textures**
- (4) Arcades, awnings, canopies or porches**

##### **2. Materials and Texture Guidelines**

a. Building exteriors should exhibit finishes and textures that reduce the visual monotony of bulky structures and large structural spaces. Building exteriors should enhance visual interest of wall surfaces and harmonize with the structural design.

b. The appearance of exterior surfaces should be enhanced by incorporating the following:

(1) At least 30% of the wall surface abutting a street should be glass.

(2) All walls visible from a street or public parking area should be surfaced with wood, brick, stone, designer block, or stucco, or with siding that has the appearance of wood lap siding.

(3) The use of plain concrete, plain concrete block, corrugated metal, plywood, T-111 and sheet composite siding as exterior finish materials for walls visible from a street or parking area should be avoided.

(4) The color of at least 90 percent of the wall, roof and awning surface visible from a street or public parking area should be an "earth tone" color containing 10 parts, or more of brown or a "tinted" color, containing 10 parts or more white.

(5) Fluorescent, "day-glo," or any similar bright color shall not be used on the building exterior.

### 3. Multi-Planed Roof Guidelines

a. The roof line at the top of a structure should establish a distinctive top to the building.

b. The roof line should not be flat or hold the same roof line over extended distances. Rather, the roof line should incorporate variations, such as:

(1) Offsets or jogs in the plane of the roof;

(2) Changes in the height of the exterior wall for flat roof buildings, including parapet walls with variations in elevation or cornices

### 4. Roof-Mounted Equipment Guidelines

All roof-mounted equipment, except solar collectors, should be screened from view by:

a. Locating roof-mounted equipment below the highest vertical element of the building, or

b. Screening roof-mounted equipment using materials of the same character as the structure's basic materials

### 5. Weather Protection Guidelines

All building faces abutting a street or a public parking area should provide weather protection for pedestrians. Features to provide this protection should include:

a. A continuous walkway at least eight feet wide along the face of the building utilizing a roof overhang, arcade, awnings or canopies

b. Awnings and canopies that incorporate the following design features:

(1) Angled or curved surfaces facing a street or parking area

(2) A covering of fabric, or matte finish vinyl

(3) A constant color and pattern scheme for all buildings within the same development

(4) No internal back lighting

### 6. Solar Access Protection

Obstruction of existing solar collectors on abutting properties by site development should be minimized.

## C. Building Location Guidelines

1. Within the prescribed setbacks, building location and orientation should compliment abutting uses and development patterns.

2. The maximum yard abutting a street should be 150 feet.

The site plans and building elevations (plan sheet Exhibits 23-26) show largely what the guidelines describe.

✓ The provisions are met.

## Property Line Adjustment Provisions

### Property Line Adjustment Criteria

#### 5.01.08 Property Line Adjustment; Consolidation of Lots

**A. Purpose:** The purpose of this review is to ensure that adjustments to property lines or the consolidation of existing lots and parcels, complies with the standards of this ordinance (Section 2), and State Statutes (ORS Chapters 92 and 209). Property line adjustments and consolidation of lots are allowed in all zones.

**B. Criteria:**

1. Lot area, depth, width, frontage, building setbacks, vehicular access and lot coverage comply with the standards of this ordinance (Sections 2 and 3);
2. Existing easements are accurately reflected;
3. Existing land use and development on the subject property comply with the requirements of prior land use actions; and
4. Buildings and structures abutting the adjusted property lines comply with State building codes and with respect to current occupancy.
5. Property line adjustments are surveyed and monumented to the requirements set forth in State statutes (ORS Chapters 92 and 209) and recorded by the County Surveyor.

**C. Procedure:** The Director shall review and approve the application when it is found that it meets this Ordinance and the State Building Codes.

The context is that the property line adjustment (PLA) is corollary to the Design Review. The site is disturbed but undeveloped and lacking buildings. The adjusted lot line is the centerline of Street Corridor “K” that staff described for 3.01.

Regarding 5.01.08A and reference to WDO Section 2, as staff examined earlier for 3.01 and 3.04.03B, public easements are needed as part of PLA recordation for:

- Street Corridors “G” & “K”;
- Jacobsen path;
- For the path and beyond the path to the east property line;
- Cross access via the routes between the joint driveway and the north and south cross access drive aisles; and
- Public utilities – per Public Works Comments 5, 6, 7, 11, and Other 1 (Attachment 102A).



Regarding criterion 1, as staff examined above for Tabl3 2.03C, the CG zoning district has no minimum lot size, width, street frontage, or maximum lot coverage. The development proposal provides a driveway that serves as the vehicular access between a public street ROW and the subject property.

Regarding criterion 2, there are no existing easements to accommodate.

Regarding criterion 3, the site is disturbed but undeveloped and lacking buildings.

Regarding criterion 4, no buildings exist, and proposed Buildings A, E, F, & K are closest to and approximately 40 ft from the adjusted lot line.

Regarding criterion 5, because staff has no expertise to administer this provision and also during plat or re-plat recordation the Marion County Surveyor administers what the criterion describes, the criterion is not applicable and yet will be met thanks to the County Surveyor.

▲ Because unrecorded re-plats lingering indefinitely have burdened staff, staff applies *Condition PLA-3* to set sooner time limits or subsection 2. to begin and finish recordation.

## Variance Provisions

The several variance requests accompanying the design review relate to:

1. Street access minimum number (3.01.05C);
2. Driveway minimum number (3.04.03A.2.b);
3. Parking ratio minimum (Table 3.05A);
4. Compact parking percentage maximum (3.05.03C);
5. Drive aisle width minimum (Table 3.05C);
6. Parking area curb height minimum (3.06.02I); and
7. Architectural Wall (Table 3.06D & 3.06.06).

The applicant submitted narrative text addressing the criteria.

## Variance Criteria

### 5.03.12 Variance

**A. Purpose:** The purpose of this Type III Variance is to allow use of a property in a way that would otherwise be prohibited by this Ordinance. Uses not allowed in a particular zone are not subject to the variance process. Standards set by statute relating to siting of manufactured homes on individual lots; siding and roof of manufactured homes; and manufactured home and dwelling park improvements are non-variable.

**B. Criteria:** A variance may be granted to allow a deviation from development standard of this ordinance where the following criteria are met:

1. Strict adherence to the standards of this ordinance is not possible or imposes an excessive burden on the property owner, and
2. Variance to the standards will not unreasonably impact existing or potential uses or development on the subject property or adjacent properties.

**C. Factors to Consider:** A determination of whether the criteria are satisfied involves balancing competing and conflicting interests. The factors that are listed below are not criteria and are not intended to be an exclusive list and are used as a guide in determining whether the criteria are met.

1. The variance is necessary to prevent unnecessary hardship relating to the land or structure, which would cause the property to be unbuildable by application of this Ordinance. Factors to consider in determining whether hardship exists, include:
  - a. Physical circumstances over which the applicant has no control related to the piece of property involved that distinguish it from other land in the zone, including but not limited to, lot size, shape, and topography.
  - b. Whether reasonable use similar to other properties can be made of the property without the variance.
  - c. Whether the hardship was created by the person requesting the variance.
2. Development consistent with the request will not be materially injurious to adjacent properties. Factors to be considered in determining whether development consistent with the variance [is] materially injurious include, but are not limited to:
  - a. Physical impacts such development will have because of the variance, such as visual, noise, traffic and drainage, erosion and landslide hazards.
  - b. Incremental impacts occurring as a result of the proposed variance.
3. Existing physical and natural systems, such as but not limited to traffic, drainage, dramatic land forms or parks will not be adversely affected because of the variance.
4. Whether the variance is the minimum deviation necessary to make reasonable economic use of the property;
5. Whether the variance conflicts with the Woodburn Comprehensive Plan.

## Variance 1: Street Access Minimum Number

**3.01.05C. Developments comprised of 25 or more dwelling units, including existing units, shall have at least two means of public street access from a cul-de-sac, dead-end street, or other street. Those two or more means of public access must be two non-overlapping public street routes to a major arterial identified in the TSP.**

Note: TSP refers to the Transportation System Plan.

The applicant's narrative (submitted September 4, 2019; pp. 11-12) states:

Proposed: One driveway is located on the lot frontage and secondary accesses are proposed from the adjacent properties.

Criteria #1: The long shape of the property with a relatively short street frontage precludes providing two driveways.

Criteria #2: The driveway and the western access easements provide a total of three entries into the site which will increase the connectivity and fire-safety of the both the subject property and its neighbors. 70' right-of-way dedications in the center and northeast corner of the site will bring additional connectivity in the future."

Staff concurs and adds that the access management provisions staff examined above for 3.01 and 3.04.03B conflict with WDO 3.01.05C when applied to the subject property. For long-range planning, access management provisions take precedence. Additionally, if and when Street Corridors "G" & "K" were to become improved public streets, they would provide for the two lots composing the subject property several points of access that meet 3.01.05C. By e-mail, the Woodburn Fire District Fire Marshal indicated that the site plan premised on the variance request is acceptable.

Staff conditions accordingly.

▲ The variance criteria are met with *Condition V1-SA*.

## Variance 2: Driveway Minimum Number

### 3.04.03A

2. A minimum of two driveways shall be provided in developments with:
  - b. 100 dwelling units in multiple-family dwellings (200 if all dwelling units are equipped with automatic fire sprinklers).

The applicant's narrative (submitted September 4, 2019; p. 12) states:

Proposed: One driveway is located on the lot frontage and secondary accesses are proposed from the adjacent properties.

Criteria #1: The long shape of the property with a relatively short street frontage precludes providing two driveways.

Criteria #2: The driveway and the western access easements provide a total of three entries into the site which will increase the connectivity and fire-safety of the both the subject property and its neighbors. 70' right-of-way dedications in the center and northeast corner of the site will bring additional connectivity in the future."

This is the same applicant response as for variance request 1, and staff concurs and adds the same comments as it did for that request.

Staff conditions accordingly.

▲ The variance criteria are met with *Condition V2-DA*.

## Variance 3: Parking Ratio Minimum

### Table 3.05A

As staff examined above for Table 3.05A, the off-street parking minimum ratio is 2 per dwelling, yielding an amount of 408 parking stalls for 204 dwellings.

The applicant's narrative (submitted September 4, 2019; p. 12-13) states:

“Proposed: 1.9 spaces per dwelling unit (386 residential spaces and two clubhouse spaces).

The Pacific Valley Apartments development team is requesting a variance to the required parking ratio for the proposed multifamily development. The current design allows for 382 parking spaces for the proposed 204-unit development. The parking ratio per unit for the proposed development is 1.86 parking spaces per unit. We believe this ratio will suffice for the demand for parking in Woodburn because of the surrounding factors as described below and access to other alternative means of transportation.

With the second largest grocery store in Woodburn only being .27 miles away (5-6-minute walk), residents without vehicles could walk to stores. Along with a grocery stores, the nearest major park is Legion Park which is .37 miles away (7-8-minute walk). Along with Safeway the major park, there are also various shopping centers as well. Within the Safeway parking lot there is also a Starbucks along with restaurants and two different banks. The public library and downtown Woodburn are both a little over a mile away. With all these different amenities within walking distance, this would be a strong consideration for tenants to walk places not requiring a vehicle. Public transportation is also readily available within walking distance of the property. The Woodburn Transit System (WTS) bus route stops Northbound at 1510 N. Pacific Highway. The nearest Southbound stop is at James Street. Another mode of transportation is the Salem-Keizer Cherriots 20x which runs also runs along Pacific Highway. The last stop ends between 1540 and 1700 Mt Hood Avenue. The Cherriots 20x runs from Woodburn to Silverton and then to Salem. This will reduce the need for a car as many people will commute to these neighboring cities for work.

The property management will require parking permits in order to park onsite. Each vehicle that doesn't have a permit will be towed eliminating non-resident parking. The maximum allowed parking for two- and three-bedroom units will be 2 cars per unit. The management will also enforce only 1 car per unit for each 1-bedroom unit. By only allowing 1 car for each 1-bedroom unit that would allow exactly 2.06 cars per unit for each of the other two- and three-bedroom units.

Additionally, the development team accounts for on average 5% vacancy in the rental property, which could leave anywhere from 10-20 parking spots available.

The clubhouse is provided two parking spaces (1 space per 4 occupants with an occupant load of 8 for the office and lobby areas). Because they are private facilities, the remainder of the clubhouse will be used only by tenants who have their own assigned parking.

To further support this variance, bicycle parking is proposed well in excess of code requirements (see Section 3.05.03(E) above) and, if needed, the property management team would be willing to contact Zip Car or Car to Go and allow a parking space or two allocated to Zip cars for tenant use.”

Staff concurs and conditions accordingly. Staff approach is to create and clear and simple to administer ratio that as applied to the proposal matches the parking amount that applicant has fit onto the site. A benefit is that if the applicant in response to market demand were to alter the unit mix, which the WDO does not regulate, the ratio remains clear, simple, and able to be administered, whereas simplistically conditioning an absolute number of stalls would needlessly interfere with market rate housing. The condition includes the ratios that the table below tabulates:

<i>Dwelling Unit Type</i>	<i>Proposed Quantity</i>	<i>Parking Ratio</i>	<i>Stall Amount</i>	<i>Proposed Stalls</i>
Studio	0	1.00	0.0	
One-bedroom	36	1.85	66.6	
Two-bedroom	150	1.85	277.5	
Three-bedroom	18	2.00	36.0	
			380.1	382

▲ The variance criteria are met with *Condition V3-PR*.

## Variance 4: Compact Parking Percentage Maximum

### 3.05.03C

The applicant's narrative (submitted September 4, 2019; p. 13) states:

“Proposed: 60 percent

Criteria #1: A 20% compact parking ratio precludes meeting minimum off-street parking ratios to achieve housing density goals desired for the zone.

Criteria #2: Adjacent properties will not be affected by the proposed compact parking ratios.”

Staff concurs and conditions accordingly.

▲ The variance criteria are met with *Condition V4-CP*.

## Variance 5: Drive Aisle Minimum Width

### Table 3.05C ... Drive Aisle Dimensions

The applicant's narrative (submitted September 4, 2019; p. 13-14) states:

“Proposed: Per Item #9 on page 19 of the 12/15/18 pre-app memo, 20' drive aisles are proposed (26' at aerial fire access aisles).

Criteria #1: 24' drive aisles preclude meeting minimum off-street parking ratios and housing density goals desired for the zone.

Criteria #2: Adjacent properties will not be affected by the proposed drive aisle width. Minimum required drive aisle widths for aerial fire access will be maintained.”

Staff concurs, adding that the reason this apartment complex has only surface parking, which is what the drive aisles would serve, as have all new apartment complexes except in urban and high value suburban markets is because surface parking is always far less expensive than underground or above-ground structured parking, i.e. a parking deck or parking garage. In most suburban markets, developers design apartment complexes to fit both dwellings in standard building types (three-story walk-ups) and in surface form whatever amount of parking a local government requires per dwelling.

Staff conditions accordingly.

▲ The variance criteria are met with *Condition V5-DA*.



## Variance 6: Parking Area Curb Height Minimum

### 3.06.021

The applicant's narrative (submitted September 4, 2019; p. 14) states:

“Proposed: 4” high concrete curbs throughout.

Criteria #1: Per Table 3.05C, a parking space may occupy up to two feet of a landscaped area or walkway. A 6” curb does not allow sufficient clearance for compact vehicles to overhang these areas.

Criteria #2: Adjacent properties will not be affected by the proposed curb height.”

Staff concurs, adding that throughout the nation there are streets, driveways, and drive aisles with four-inch curbs that work just fine to hold in place whatever they hold and to direct stormwater.

Staff conditions accordingly.

▲ The variance criteria are met with *Condition V6-CH*.

## Variance 7: Architectural Wall

### Table 3.06D & 3.06.06

The applicant's narrative (submitted September 4, 2019; p. 14) states:

“Proposed: Per Item #2b on page 17 of the 12/15/18 pre-app memo, landscaping as screening provided in compliance with City of Portland Title 33.248.020C “L3, high screen” standards (rev. 7/24/2017).

Criteria #1: The architectural wall standard would incur higher construction costs on needed housing.

Criteria #2: The proposed landscaping will provide similar screening for the neighbors at less cost than an architectural wall.”

Staff concurs, adding that it remains the opinion of the Director and staff that a legislative amendment is needed to scale back or strike Table 3.06D because the table assumes needless and arbitrary reinforcement of segregation of land uses through walls. Second, landscaping is capable of buffering and has the benefits of beauty, cooling the urban heat island effect, serving as animal habitat, and costing less than wall construction. Additionally, no wall except of absurd height would be sufficient to be a screen between a three-story apartment building and a one-story house. Some adjacent homes already have fencing, and homeowners can alter or add fencing, walls, or landscaping on their properties as they like and see fit.

Lastly, on the subject property, an Architectural Wall is a structure that would block Street Corridor “G”.

Staff conditions accordingly.

▲ The variance criteria are met with *Condition V7-AW*.

## Recommended Conditions of Approval

Staff recommends approval of the consolidated applications based on the findings in the staff report and attachments, which are incorporated by this reference, as well as applying the following conditions of approval:

### *General*

G1. Prior to building permit application, the applicant shall submit revised site plans meeting the conditions of approval to the Planning Division and obtain Division approval.

G2. The applicant or successor shall develop the property in substantial conformance with the final plans submitted and approved with these applications, except as modified by these conditions of approval. Were the applicant to revise plans other than to meet conditions of approval or meet building code, even if Planning Division staff does not notice and signs off on building permit issuance, Division staff retains the right to obtain restoration of improvements as shown on an earlier land use review plan set in service of substantial conformance.

G3. References: The descriptions below define certain words, phrases, and assumptions in the context of the conditions of approval:

- “Access way” means an on-site walkway paved at least eight (8) feet wide to serve as a bicycle/pedestrian path to and from sidewalk – or to and from an off-street public bicycle/pedestrian path – and that is ADA-compliant.
- “ADA” refers to the federal Americans with Disabilities Act of 1990.
- “Adjusted Parcel No. 1” is the resulting west half of the subject property and fronts the highway.
- “Adjusted Parcel No. 2” is the resulting east half of the subject property.
- “Director” refers to the Community Development Director.
- “Highway” refers to N. Pacific Highway (U.S. 99E).
- “Jacobsen path” refers to an off-street public bicycle/pedestrian path that is poured concrete at least eight (8) feet wide and ADA-compliant and extends between the sidewalk and the east north-south walkway within Street Corridor “K”, a distance of at least six hundred and twenty (620) feet, and refers also to a corollary public easement that is (a) at least twelve (12) feet wide that has the path within its boundaries, (b) extends to the east line of adjusted Parcel No. 2 adjacent to Tax Lot 051W08DD02600 (1217 Greenview Drive), and (c) is to the satisfaction of the Director. (The path corridor overlaps long-vacated Jacobsen Road, and the name is an informal interim name for unique and easy reference.) Where the path crosses the asphalt south cross access drive aisle, (a) the concrete shall continue, and (b) the crossing shall be a speed table / raised crossing a minimum four (4) inches above the asphalt grade.
- “PLA” means property line adjustment.

- “PUE” means public utility easement.
- “ROW” means right-of-way.
- “Street Corridor ‘G’” refers to the southeast-northwest future local street corridor seventy (70) feet in width that assumes a ROW of sixty (60) feet plus two 5-foot PUEs. The corridor aligns with the sixty foot width of Tax Lot 051W08DA06200 (1297 Greenview Drive).
- “Street Corridor ‘K’” refers to the north-south future local street corridor seventy (70) feet in width that assumes a ROW of sixty (60) feet plus two 5-foot PUEs. The corridor east edge aligns near the southeast corner of Tax Lot 051W08DB02600 (1400 N. Pacific Highway).
- “WDO” refers to the [Woodburn Development Ordinance](#).

G4. Due date: Unless a condition specifies otherwise, conditions including those relating to ROW and easement dedications and construction of frontage/public/street improvements are due by building permit issuance.

G5. Tree preservation: Protection during construction:

The applicant shall protect the preserved trees pursuant similar to City of Portland Title [11.60.030](#), specifically either the subsections set of C.1.a.(1), (3) and C.1.b., e., & f. (clear and objective) and D.; or, the subsections set of C.2.a., b., & d.-f. (arborist’s discretion) and D. as modified below and shall do so between Design Review approval and issuance of certificate of occupancy (C of O):

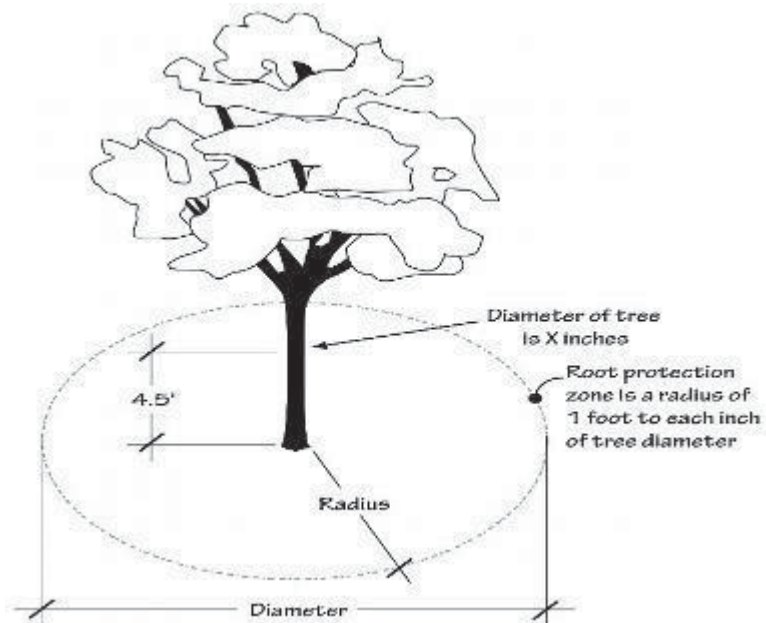
C. Protection methods. The Tree Plan shall show that the contractor adequately protects trees to be preserved during construction using one of the methods described below:

1. Clear & Objective Path.

a. A root protection zone is established as follows:

- (1) For trees on the development site - a minimum of 1 foot radius (measured horizontally away from the face of the tree trunk) for each inch of tree diameter (see Figure 80-2)

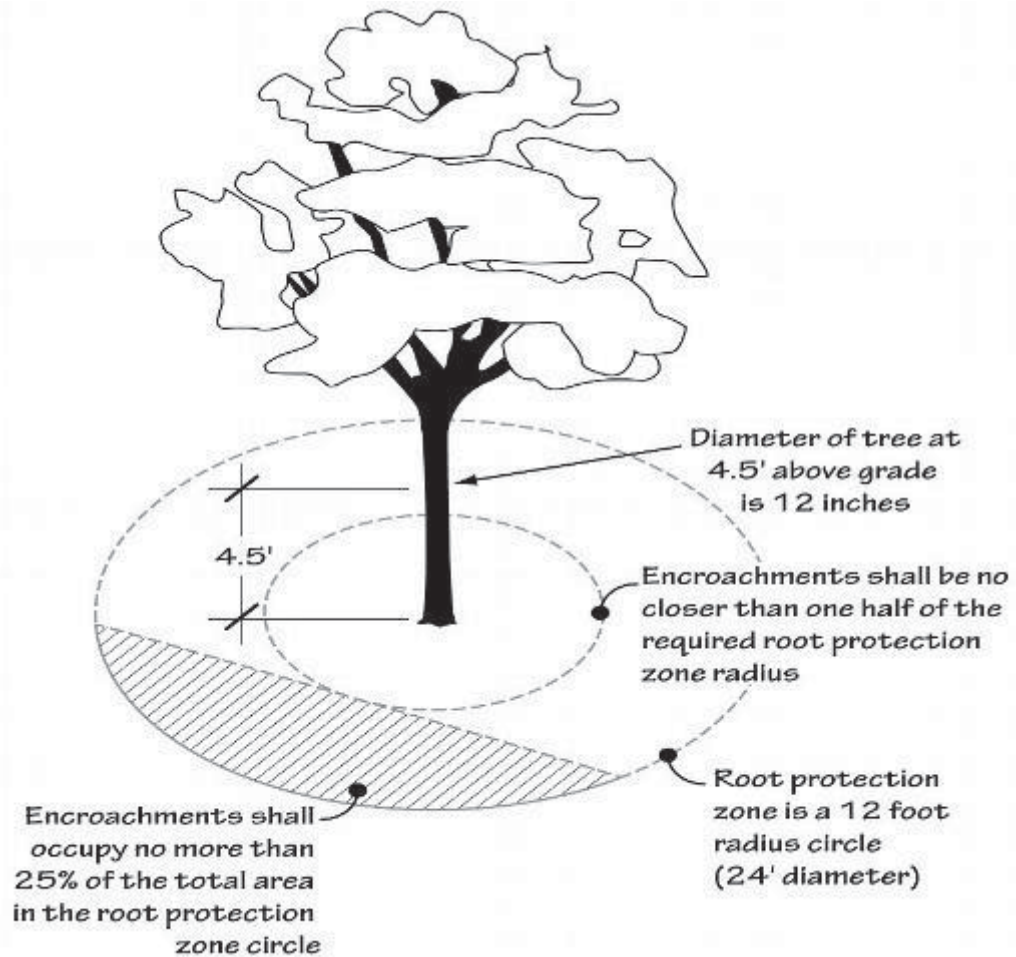
**Figure 80-2**  
**Root Protection Zone**



(3) Existing encroachments into the root protection zone, including structures, paved surfaces and utilities, may remain. New encroachments into the root protection zone are allowed provided:

- (a) the area of all new encroachments is less than 25 percent of the remaining root protection zone area when existing encroachments are subtracted; and
- (b) no new encroachment is closer than  $1/2$  the required radius distance (see Figure 60-1);

Figure 60-1  
Permissible RPZ Encroachments



b. Protection fencing

(1) Protection fencing consisting of a minimum 6-foot high metal chain link construction fence, secured with 8-foot metal posts shall be established at the edge of the root protection zone and permissible encroachment area on the development site. Existing structures and/or existing secured fencing at least 3½ feet tall can serve as the required protective fencing.

(2) When a root protection zone extends beyond the development site, protection fencing is not required to extend beyond the development site. Existing structures and/or existing secured fencing at least 3½ feet tall can serve as the required protective fencing.

e. The following is prohibited within the root protection zone of each tree or outside the limits of the development impact area: ground disturbance or construction activity including vehicle or equipment access (but excluding access on existing streets or driveways), storage of equipment or materials including soil, temporary or permanent stockpiling, proposed buildings, impervious surfaces, underground utilities, excavation or fill, trenching or other work activities; and

f. The fence shall be installed before any ground disturbing activities including clearing and grading, or construction starts; and shall remain in place until final inspection by Planning Division staff.

2. Arborist's Discretion. When the prescriptive path is not practicable, the applicant may propose alternative measures to modify the clear and objective root protection zone (RPZ), provided the following standards are met:

a. The alternative RPZ is prepared by an arborist who has visited the site and examined the specific tree's size, location, and extent of root cover, evaluated the tree's tolerance to construction impact based on its species and health, identified any past impacts that have occurred within the root zone, and forwarded a report through the developer to Planning Division staff;

b. The arborist has prepared a plan providing the rationale used to demonstrate that the alternate method provides an adequate level of protection based on the findings from the site visit described above;

d. If the alternative methods require the arborist be on site during construction activity, the applicant shall submit a copy of the contract for those services prior to permit issuance and a final report from the arborist documenting the inspections and verifying the viability of the tree(s) prior to final inspection by the Planning Division;

e. If the alternative tree protection method involves alternative construction techniques, an explanation of the techniques and materials used shall be submitted;

f. The arborist shall sign the tree preservation and protection plan and include contact information.

D. Changes to tree protection. Changes to the tree protection measures during the course of the development may be approved as a revision to a permit provided that the change is not the result of an unauthorized encroachment into a root protection zone (RPZ), and the applicant demonstrates that the tree protection standards of this Section continue to be met. When an unauthorized encroachment has occurred, the City may pursue an enforcement action or other remedy.

G6-PW. Public Works: Follow the appended "Public Works Comments September 30, 2019" (Attachment 102A).

*Design Review 2019-03*

D1. ROW: To meet WDO Figure 3.01B, as part of PLA recordation and regarding N. Pacific Highway (U.S. 99E) the applicant shall dedicate six (6) feet of ROW and along the ROW a PUE of ten (10) feet.

D2. Street corridors: To meet WDO 3.01, as part of PLA recordation and regarding Street Corridors "G" & "K", the applicant shall for each dedicate either (a) sixty (60) feet of ROW and along each side a PUE of five (5) feet or (b) a PUE of seventy (70) feet.

D3. Jacobsen path: To meet WDO 3.01, the applicant shall:

- a. Easement: As part of PLA recordation and regarding said path, dedicate a PUE of at least twelve (12) feet in width and extending from the highway newly dedicated ROW to the rear east property line of adjusted Parcel No. 2. adjacent to Tax Lot 051W08DD02600 (1217 Greenview Drive); and
- b. Improvement: Improve said path per Condition G3. Also, if the path is concrete, the concrete shall continue where the path crosses the asphalt south cross access drive aisle.

D4. Cross access: To meet WDO 3.04.03B, the applicant shall:

- a. Extend from the driveway a drive aisle each to the north and south property lines of adjusted Parcel No. 1 adjacent to Tax Lots 051W08DB02700 (1390 N. Pacific Highway) and 051W08DC00300 (1220 N. Pacific Highway).
- b. To meet WDO 3.04.03B.1 & 3, establish a public access easement and private maintenance agreement to the satisfaction of the Director and revocable only with the concurrence of the Director.
- c. The easement width shall be minimum twenty (20) feet and centered on the drive aisle centerline.

D5. Parking stall double striping: To meet WDO 3.05.02K, the applicant shall delineate parking stalls with double parallel lines pursuant to Figure 3.05C and stripe them as such in the field prior to building permit final inspection.

D6. Bicycle parking near main entrance: To meet WDO 3.05.03E, prior to building permit final inspection the applicant shall provide bicycle parking within fifty (50) feet of a main entrance. In the context of a new construction apartment complex with conventional three-story buildings with open stairwells, each apartment building has two main entrances as follows:

- a. In Buildings A & C-G there are four points where a building main wall plane intersects the walkway serving building ground floor entrances and the stairwell to upper floor entrances;
- b. In Buildings B, H, & J there are two such points;



- c. Each building has either (a) two walkways with two points each totaling the four or (b) one walkway with two points total; and so
- d. The condition shall apply to two points minimum for each of Buildings A & C-G and one point minimum for Buildings B, H, & J and apply to one point minimum per walkway.

*Property Line Adjustment 2019-03*

PLA-1. Street access: To meet WDO 3.04.01A, landlocked adjusted Parcel No. 2 shall have access to the highway across adjusted Parcel No. 1 by means of a public access easement and private maintenance agreement to the satisfaction of the Director, and revocable only with the concurrence of the Director.

PLA-2PW. Public Works: Sewer access: Follow the appended "Public Works Comments September 30, 2019" (Attachment 102A), Comment Other 1.

PLA-3. Recording: To meet WDO 5.01.08B.5., upon City approval of the subject property line adjustment (PLA), the applicant shall revise the drawing or drawings as needed and record the re-plat with Marion County. The expiration date is per WDO 4.02.04B. Subsection 2. that refers to "the activity approved in the decision has commenced" means recordation of the subject PLA, and to this end the applicant shall apply to Marion County for recordation by April 10, 2020 and complete recordation by October 9, 2020.

*Variance 2019-02*

V1-SA. Street access minimum number (WDO 3.01.05C): The proposal is exempt from WDO 3.01.05C, and the applicant shall:

- a. Reserve Street Corridors "G" and "K" per Conditions G3 & D2; and
- b. Construct the public cross access drive aisles and dedicate corollary easements accordingly per Condition D4.

V2-DN. Driveway minimum number (WDO 3.04.03A.2.b):

- a. The proposal is exempt from WDO 3.04.03A.2.b., and the applicant shall:
- b. Reserve Street Corridors "G" and "K" per Condition G3 & D2; and
- c. Construct the public cross access drive aisles and dedicate corollary easements accordingly per Condition D4.

V3-PR. Off-street parking ratio minimum WDO (Table 3.05A):

- a. Dwelling ratio: The minimum ratio shall be by unit type as follows:
  - i. For each studio dwelling, 1.0 stall;
  - ii. For each one-bedroom, 1.85 stalls;

- iii. For each two-bedroom, 1.85 stalls; and
  - iv. For each three or more bedroom unit type, 2.0.
- b. Clubhouse parking: Staff interprets WDO Table 3.05A row 37 such that a “community club building” (clubhouse) requires its own parking only for stand-alone clubhouses or in the context of residential subdivisions, and that apartment complex so-called clubhouses are not subject to the community club building parking ratio.
- c. Compact parking: At least twenty percent (20%) of the minimum amount of stalls shall be compact.
- d. Bicycle parking amount and distribution: The applicant shall provide a minimum number of bicycle parking stalls as follows:
  - i. At least one (1) per dwelling in each dwelling in the outdoor closet of the balcony or patio in which the applicant shall install a wall-mounted folding or retractable hook designed for the hanging of a bicycle;
  - ii. At least one (1) stall at the base of each building stairwell, with each of these locations having a bicycle parking sign with minimum face dimensions of (1) foot wide by one-and-a-half (1½) feet high;
  - iii. At least four (4) stalls within fifty (50) feet of the newly dedicated highway ROW;
  - iv. At least four (4) stalls within fifty (50) feet of the Jacobsen path easement.
  - v. At least eight (8) among the clubhouse / leasing office, play area, and barbeque (BBQ) area.
  - vi. At least two (2) stalls outside and near each apartment building spaced to conform to the 50-foot distance provision of WDO 3.05.03E as applied through Condition D6.
  - vii. In no case shall the total number of bicycle parking stalls equal fewer than 1.1 per dwelling, and in no case shall the minimum coverage/sheltering from precipitation of bicycle parking be for fewer than seventeen (17) stalls.
- e. Bicycle standards: Stalls shall conform to City of Portland [Title 33, Chapter 33.266.220C](#) (amended 5/24/2018), except that the applicant may ignore subsections C6, C7, & C5c, and that C4b does not apply to the outdoor storage closets for which the minimum stall depth from wall instead shall be four (4) feet minimum. Vertical clearance instead shall be eight (8) feet or, where a stall is under stairs, six (6) feet.
- f. Sidewalk: The highway sidewalk shall remain eight (8) feet wide as proposed (instead of 6 feet typical).
- g. Access way, highway: At least one access way shall remain as proposed that extends onto the site at least three hundred (300) feet from the sidewalk.
- h. Access way, Jacobsen path: At least one access way shall remain as proposed that extends onto the site at least one hundred and seventy (170) feet from the Jacobsen path.
- i. Jacobsen path:
  - a. Improvement: The applicant shall construct the proposed Jacobsen path and provide a public easement per Condition G3 & D3a.

- b. Long-range planning: Until July 1, 2030, if any of the following were to occur, then the applicant shall construct or pay the City a fee in-lieu to construct extension of the path to either the east property line or a point no farther west than one hundred and seventy-five (175) feet west of the southeast corner of adjusted Parcel No. 2.:
  - i. The applicant or any successors and assigns apply to the City for a Type III or IV planning / land use / zoning review.
  - ii. For the neighboring property to the south, Tax Lot 051W08DC00300 (1220 N. Pacific Highway), an applicant A obtains a Type III or IV planning / land use / zoning approval to partially or wholly redevelop that property. In this scenario, the applicant or any successors and assigns need not construct or pay the City a fee in-lieu if (a) the City were to condition approval such that applicant A would be the one to construct or pay the City and (b) if the applicant or any successors and assigns grant permission to an applicant A to come onto adjusted Parcel No. 2 and construct. Also in this scenario, the applicant or any successors and assigns shall construct or pay the City for half of the path if the City were to condition approval such that the path would straddle the property line and applicant A would construct the south half side of the path or pay the City a fee in-lieu towards construction of the south half side.
  - iii. A fee in-lieu shall be at least 200% of a licensed civil engineer’s cost estimate.
- c. The applicant shall install a permanent all-weather pole sign at the Jacobsen path temporary east terminus that states in lettering two (2) inches high minimum: “This Public Path is Planned for Future Extension.” The sign face shall be no lower than 3½ ft above grade and no higher than 5 ft and of minimum dimensions of one-and-a-half (1½) feet by (1) foot. This is due prior to building permit final inspection.
- j. Parking demand management: The applicant or any successors and assigns, if recouping the costs of parking, shall instead of doing so from multi-family rent do so by charging a separate, listed, and uniform parking fee and only to leaseholders whose households choose to park their vehicles on site. Guest and visitor vehicles and – if any – such stalls shall be excluded from such fee. A uniform parking fee means not charging tiered fees for garage stalls, carport stalls, reserved stalls, open air stalls, standard size stalls, or compact stalls premised on perception of some stalls being more desirable and valuable than others. It also means that the fee amount must be uniform – either as a rate or an absolute value – for all leaseholders subject to the parking fee, but does not mean that the fee must be fixed indefinitely. Documentation of the uniform parking fee is due by building permit final inspection.
- k. Trial period: Until July 1, 2021, there shall be a trial period in which the Director may receive evidence of a chronic parking overflow problem and choose to investigate,

review, and act upon it, including by obtaining the latest documentation of the uniform parking fee. This condition authorizes the Director to require that the applicant or any successors and assigns apply for and receive approval of a solution to the satisfaction of the Director. The review shall default to a Type II process, but the Director may instead elevation the review to Type III to obtain Planning Commission review and decision. The Director may condition that the applicant or any successors and assigns fulfill the offer made through the revised narrative (submitted September 4, 2019, p. 13) to contact a car share company and allow a parking space or two to be allocated such a company car or cars for tenant use. (This condition does not subvert WDO 4.02.07 Modification of Conditions.)

V4-CP. Compact parking (WDO 3.05.03C):

- d. Percentage: The compact parking maximum as a percentage of the required minimum amount of parking shall be sixty percent (60%; instead of 20% typical) and hundred percent (100%) of any amount in excess of the minimum required.
- e. Striping: Each stall shall be striped “COMPACT ONLY” in lettering one (1) foot high minimum.
- f. Wheel stops: Where used, wheel stops shall be four (4) inches high maximum.

V5-DA. Drive aisle (WDO Table 3.05C):

- a. The minimum drive aisle widths shall be per the table below (instead of 24 feet typical):

<i>Parking Context</i>	<i>Minimum Drive Aisle Width (feet)</i>		
	<i>One-way Travel</i>		<i>Two-way Travel</i>
	<i>Single Lane</i>	<i>Paired Lanes</i>	
<i>Standard or ADA-compliant stalls</i>	18	10 per lane; 20 total	20
<i>Compact stalls</i>	16	9 per lane; 18 total	20
<i>No adjacent stalls</i>	10	9 per lane; 18 total	20

- b. The condition applies up to newly dedicated ROW so as not to interfere with the driveway minimum width provisions of WDO Table 3.04A.

V6-CH. Curb dimensions (WDO 3.06.02I): Curb or curbing that delineates on-site walkways and landscaped, parking, and vehicular circulation areas shall have a minimum height and width each of four (4) inches (instead of 6 inches typical).

V7-AW. Architectural Wall (WDO Table 3.06D & 3.06.06):

- a. The east rear property line subject to the Architectural Wall provisions of Table 3.06D and 3.06.06 is exempt from those provisions.
- b. Landscaping:
  - i. The applicant shall landscaped the east rear setback of six (6) feet to the minimum planting density of WDO Table 3.06A, row “Buffer yards”.

- ii. The landscaping shall include evergreen shrubbery planted at the large category minimum size per WDO Table 3.06B.
  - iii. The applicant shall include within the landscaping of the east rear setback of ten (10) feet at least seven (7) trees of which at least two (2) shall be large category large per WDO Table 3.06B.
- c. Lighting:
- i. Full cut-off: Exterior lighting fixtures shall be full cut-off or fully shielded models.
  - ii. Heights:
    - (a) Wall: Exterior wall-mounted fixtures shall be no higher than ten (10) feet above walkway finished grade. (This height limit is not applicable to emergency egress lighting and permanent wall signs allowed through WDO 3.10 were they to have interior illumination.)
    - (b) Parking pole: Exterior pole-mounted fixtures within four (4) feet of or in parking, loading, and vehicular circulation areas shall be no higher than fourteen-and-a-half (14½) feet above vehicular finished grade.
    - (c) Other pole: Remaining exterior pole-mounted fixtures, if any, shall be no higher than twelve (12) feet above grade.
- d. Railings/fence: The following applies to the Building C four patios closest to the east rear property line: To lessen encroachment of persons and outdoor storage into the rear setback, the outermost edges of the patio concrete slabs shall have either metal railings or cedar fencing at least three (3) feet high but no more than five (5) feet high.

## Applicant Identity

<i>Applicant</i>	Robert Leeb, Principal In Charge, Leeb Architects
<i>Applicant's Representative</i>	Doug Hamilton, Leeb Architects
<i>Landowner(s)</i>	At time of application: West Coast Real Estate Holdings LLC, represented by Eugene Labunsky At present: Pacific Valley Apartments LLC, represented by Eugene Labunsky

## Notes to the Applicant

The following are not planning / land use / zoning conditions of approval, but are notes for the applicant to be aware of and follow:

1. Records: Staff recommends that the applicant retain a copy of the subject approval.
2. Fences, fencing, & free-standing walls: The approval excludes any fences, fencing, & free-standing walls, which are subject to WDO 2.06 and the permit process of 5.01.03.
3. Signage: The approval excludes any signage, which is subject to WDO 3.10 and the permit process of 5.01.10.
4. PLA Time Limit: WDO 4.02.04B. specifies that, "A final decision on any application shall expire within three years of the date of the final decision unless: 1. a building permit to exercise the right granted by the decision has been issued; 2. the activity approved in the decision has commenced; or 3. a time extension, Section 4.02.05, has been approved. Because unrecorded re-plats lingering indefinitely have burdened staff, a condition sets sooner time limits for subsection 2. to begin and finish recordation.
5. PLA Mylar signature: The Community Development Director is the authority that signs plat Mylars and not any of the mayor, City Administrator, Public Works Director, or City Engineer. Only one City signature title block is necessary.
6. PLA Plat Tracker: Marion County maintains a plat tracking tool at <http://apps.co.marion.or.us/plattracker/>. Use it to check on the status of a recordation request to the County. City staff does not track County plat recordation.
7. Other Agencies: The applicant, not the City, is responsible for obtaining permits from any county, state and/or federal agencies, which may require approval or permit, and must obtain all applicable City and County permits for work prior to the start of work and that the work meets the satisfaction of the permit-issuing jurisdiction. The Oregon Department of Transportation (ODOT) might require highway access, storm drainage, and other right-of-way

(ROW) permits. All work within the public ROW or easements within City jurisdiction must conform to plans approved by the Public Works Department and must comply with a Public Works Right-of-Way permit issued by said department. Marion County plumbing permits must be issued for all waterline, sanitary sewer, and storm sewer work installed beyond the Public Right-of-Way, on private property.

8. Inspection: The applicant shall construct, install, or plant all improvements, including landscaping, prior to City staff verification. Contact Planning Division staff at least three (3) City business days prior to a desired date of planning and zoning inspection of site improvements. This is required and separate from and in addition to the usual building code and fire and life safety inspections. Note that Planning staff are not primarily inspectors, do not have the nearly immediate availability of building inspectors, and are not bound by any building inspector's schedule or general contractor convenience.
9. Stormwater management: The storm sewer system and any required on-site detention for the development must comply with the City Storm Water Management Plan, Public Works storm water practices and the Storm Drainage Master Plan.
10. Public Works Review: Staff performs final review of the civil plans during the building permit stage. Public infrastructure must be constructed in accordance with plans approved by the City, as well as current [Public Works construction specifications, Standard Drawings, Standard Details](#), and General Conditions.
11. ROW:
  - a. Dedication: The Public Works Department Engineering Division has document templates for ROW and easement dedications that applicants are to use.  
  
ROW – and public utility easement (PUE) – dedications are due prior to building permit issuance per Public Works policy.
  - b. Work: All work within the public ROWs or easements within City jurisdiction must require plan approval and permit issuance from the Public Works Department. All public improvements construction work must be performed in accordance with the plans stamped “approved” by the City, and comply with the City’s Standard Specifications and Standard drawings.
12. Franchises: The applicant provides for the installation of all franchised utilities and any required easements.
13. Water: All water mains and appurtenances must comply with Public Works, Building Division, and Woodburn Fire District requirements. Existing water services lines that are not going to be use with this new development must be abandoned at the main line. The City performs required abandonment of existing water facilities at the water main with payment by the property owner. All taps to existing water mains must be done by a “Hot Tap” method and by approved City of Woodburn Contractors. The applicant shall install the proper type of

backflow preventer for all domestic, lawn irrigation and fire sprinkler services. The backflow devices and meters shall be located near the city water main within an easement, unless approved otherwise by Public Works. Contact Byron Brooks, City of Woodburn Water Superintendent, for proper type and installation requirements of the backflow device at (503) 982-5380.

14. Grease Interceptor/Trap: If applicable, a grease trap would need to be installed on the sanitary service, either as a central unit or in the communal kitchen/food preparation area. Contact Marion County Plumbing Department for permit and installation requirements, (503) 588-5147.
15. Fire: Fire protection requirements must comply with the Woodburn Fire District standards and requirements. Place fire hydrants within the public ROW or public utility easement and construct them in accordance with Public Works Department requirements, specifications, standards, and permit requirements. Fire protection access, fire hydrant locations and fire protection issues must comply with current fire codes and Woodburn Fire District standards. See City of Woodburn Standard Detail No. 5070-2 Fire Vault. The fire vault must be placed within the public right-of-way or public utility easement.
16. SDCs: The developer pays System Development Charges prior to building permit issuance. Staff will determine the water, sewer, storm and parks SDCs after the developer provides a complete Public Works Commercial/Industrial Development information sheet.



**Design Review DR 2019-03;  
Property Line Adjustment PLA 2019-03;  
Variance VAR 2019-02  
1310-1340 N Pacific Hwy  
Public Works Comments**

**September 30, 2019**

**CONDITIONS OF LAND USE APPROVAL:**

1. The Applicant, not the City, is responsible for obtaining permits from state, county and/or federal agencies that may require such permit or approval. All work within the Oregon Department of Transportation (ODOT) right-of-way requires the applicant to obtain approval and permits from ODOT.
2. The Applicant shall obtain approval from the Oregon Department of Transportation (ODOT) for the storm drainage analysis that will impact ODOT's system. The storm drainage hydraulic analysis shall comply with both ODOT and City's requirements.
3. The applicant shall obtain approval from ODOT for the proposed access to Pacific Highway (Hwy 99E). The access shall comply with both ODOT and City's requirements.
4. Final review of the Civil Plans will be done during the building permit application. Public infrastructure will be constructed in accordance with plans approved by public works and ODOT.

**CONDITIONS TO BE ADDRESS DURING THE BUILDING PERMIT APPLICATION**

5. All City-maintained facilities located in private property shall require a minimum of 16-foot wide utility easement conveyed to the City by the property owner. This is the applicant's responsibility to provide, not the City's. Utilities of unusual depth, size or location may require a larger width.
6. Provide and record the required right-of-way dedication, public utility easements, pedestrian easements, and waterline easements prior to building permit issuance.
7. Applicant to provide for the installation of all franchise utilities and shall provide any required easements for these facilities. All permanent utility services to the development shall be underground
8. Department of Environmental Quality Erosion Control 1200C permit will need to be obtained for this development prior to City issuance of permit.
9. If required a Permit from the Oregon Division of State Lands and US Army Corps of Engineering will need to be obtained to mitigate/delineated wetlands. This shall be obtained prior to city issuance of permit.
10. Street lighting plan and design shall be approved by the City and ODOT.

**Attachment 102A**

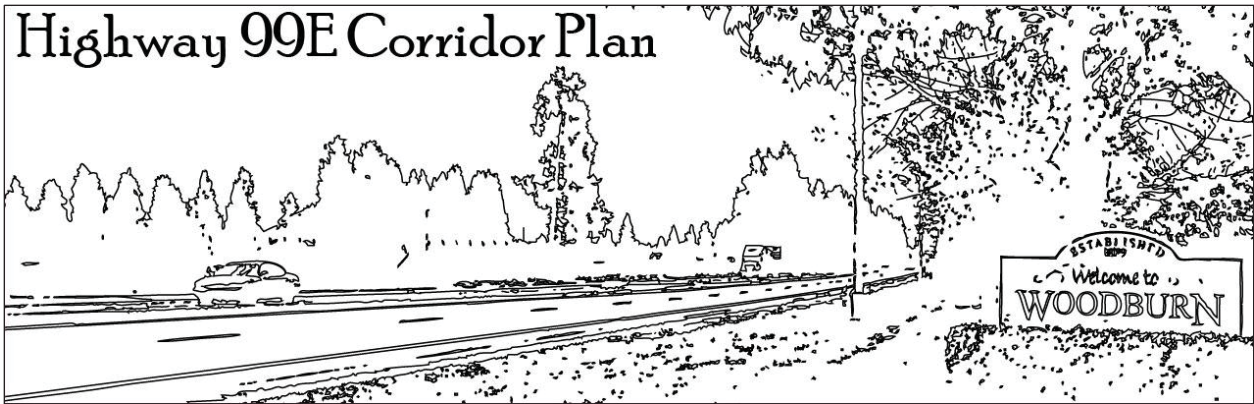
11. All sewer mains are a gravity system and the termini of sewer lines locations and depths shall be such that it is suited for future extensions to adjoining areas. Extend sanitary sewer main to northerly property line, end line with a manhole.
12. Sewer main located on the south side of the property shall be properly abandon according to Public Works or Building Department requirements. The line to be abandon by either filling the line with CDF or removing the line, requirement is pending final location of proposed buildings and existing sewer line.
13. All sanitary sewer laterals serving the proposed developments are private up to the main line. The main line is located along Highway 99E.
14. The water mains serving this development shall be a looped system, shall be sized in accordance with flow and fire protection requirements.
15. Fire hydrants locations and fire protection requirements shall be as per the Woodburn Fire Districts and City of Woodburn requirements.
16. Actual fire hydrant locations and in-line valving locations shall not be determined until the construction final plan review.

**OTHER:**

1. Each lot, shall have its own sanitary sewer service connection to the main with proper private easements.

**Uses Allowed in Commercial Zones  
Table 2.03A**

Use		Zone				
Accessory Uses (A) Conditional Uses (CU) Permitted Uses (P) Special Permitted Uses (S) Specific Conditional Uses (SCU)		DDC	CG	CO	MUV	NNC
5	Motor vehicle towing		CU <sup>3</sup>			
6	Parking lots and garages	P	P	P		P
7	Recreational vehicle park		CU <sup>1</sup>			
D	Miscellaneous					
1	Facilities during construction	S	S	S	S	S
2	Fence or free-standing wall	A	A	A	A	A
3	Temporary outdoor marketing and special event: a. Arts and crafts b. Food and beverages, including mobile food services c. Seasonal sales of fireworks, Christmas trees, produce or plant materials d. Amusement rides and games e. Entertainment f. Any other merchandise or service which is neither accessory to a primary, permanent use of the property nor marketed by employees of that permanent use	S	S	S	S	S
E	<b>Residential</b>					
1	Attached single-family (row houses) dwellings	P	P <sup>2</sup>		P	P
2	Child care facility, group home, and nursing home	P <sup>8</sup>	P <sup>8</sup>	P <sup>8</sup>	P <sup>8</sup>	P <sup>8</sup>
3	One dwelling unit, in conjunction with a commercial use	P	P	P	P	P
4	<b>Multiple-family dwellings</b>	P	P	CU	P	P
<ol style="list-style-type: none"> <li>1. Not allowed in the Gateway Overlay District</li> <li>2. Only allowed in the Gateway Overlay District</li> <li>3. Allowed outright if not within 200 feet of residentially zoned properties</li> <li>4. Within a building, no outdoor storage or repair</li> <li>5. All outdoor storage and display shall be enclosed by a seven foot masonry wall.</li> <li>6. Existing uses are allowed as a permitted use, new uses are not allowed in the MUV</li> <li>7. Drive-throughs are not allowed</li> <li>8. Child care facility for 13 or more children, group home for six or more persons</li> </ol>						

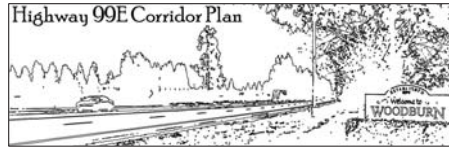


# Highway 99E Corridor Plan

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*Adopted July 9, 2012*

Attachment 104



consists of a single-story building with a surface parking lot in front of it; however, the size and configuration of the building and the parking lot vary by site.

Large-scale redevelopment opportunities in the central part of the corridor are limited to the area around the Mt. Hood / Molalla / Highway 99E intersection. There are a number of small to medium-scale or infill redevelopment opportunities between Mt. Hood / Molalla and Lincoln. Redevelopment south of Lincoln will face greater challenges due to the number of smaller and shallow parcels in this area.

South of Cleveland there is substantial vacant and redevelopable land. Comprehensive Plan designations in this area include Industrial, Commercial, Low-Density Residential, and Medium-Density Residential. Existing land uses include a variety of commercial/industrial uses such as self-storage, manufactured home sales, a bank, automobile repair and salvage, and food processing businesses; a small apartment complex; a manufactured housing development; and farms.

### **Corridor Design Tools**

A variety of tools and strategies can be used throughout the Highway 99E corridor to improve pedestrian and bicyclist access, comfort and mobility, corridor aesthetics, and safety for all users in the corridor. These tools and strategies were identified and described in *Technical Memorandum #5: Opportunity Design Toolbox* (April 7, 2011). The Toolbox includes Bicycle and Pedestrian Facilities such as Crossing Treatments, Sidewalks and Bike Lanes, and Connectivity; Streetscape Elements; Gateways; Signage; Site Development; Access Management; and Redevelopment Opportunities. The tools described formed the building blocks of the initial corridor design options developed by the Project Team, and the most suitable tools have been incorporated into the recommendations in the Corridor Plan.

## **V. Corridor Plan Overview**

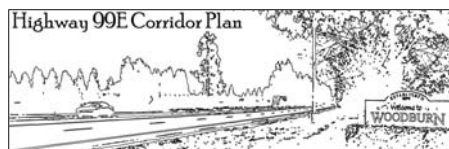
The corridor was divided into four segments for the purposes of developing land use and transportation recommendations.<sup>6</sup> The boundaries of the corridor segments are shown on Figure 2. **This section summarizes the key land use and transportation changes associated with the Corridor Plan. These are also illustrated graphically in Figure 2: Key Corridor Enhancements on page 12.**

### **Transportation**

#### **Highway 99E Cross-Sections**

The Corridor Plan proposes no physical streetscape changes to Highway 99E north of Lincoln (Segments 1 and 2). South of Lincoln (in Segments 3 and 4), the highway would be widened to accommodate bike lanes, sidewalks, street trees, and room for amenities such as street lights and enhanced transit stops, bringing the highway up to the City's adopted Major Arterial standards. While motor vehicle and freight mobility remains the highway's primary purpose, the landscaping and wider sidewalks would help make

<sup>6</sup> See *Draft Corridor Plan Design Concepts* (May 2011) for further explanation of how the corridor was divided into segments. Fundamentally, the four segments reflect differences in existing land use and transportation conditions and, as anticipated in earlier stages of this project, now reflect different land use, urban design, and transportation solutions.



the highway safer and more attractive for pedestrians. The existing 80-foot right-of-way would need to expand to approximately 100 feet in Segment 3 (from Lincoln to south of Cleveland) to accommodate these physical streetscape improvements. South of Cleveland (in Segment 4), the roadway would be widened from the existing two-lane highway to add a continuous two-way left turn lane, wider shoulders (also serving as buffered bike lanes), and sidewalks (separated from the travel lanes by a landscaped buffer or vegetated stormwater swale). Here, these improvements would likely fit within the existing right-of-way. The proposed cross-sections for each segment of the highway are shown in Figure 3: Roadway Cross-sections for Highway 99E on page 13.<sup>7</sup>

### Intersection Modifications

The other key modification proposed for the roadway system is a recommended change to street connections and circulation surrounding the Young Street and Cleveland Street intersections. Currently, the intersections of Birds Eye and Highway 214 and of Silverton and Highway 99E are located very close to other intersections and intersect at odd angles, creating a dangerous situation for drivers. This area has a history of crashes due to these issues.

The Plan proposes to restrict turn movements at these intersections in the short-term, and close them completely and vacating the public street right-of-way in the long term<sup>8</sup> (conceptual illustrations of the short-term modifications are shown in Figure 4 on page 14; long term conceptual alignments are shown on Figure 5 on page 15). Consistent with the City's adopted TSP, a new traffic signal is planned at Cleveland Street and Highway 99E (this is shown on Figure 5).<sup>9</sup> No changes are proposed to the existing Bird's Eye Avenue railroad crossing. The intersection of George Street and OR 214 is also recommended for closure in the long term, once a suitable connection is made at the eastern end of George Street. It is important to note that the solutions illustrated on pages 14 and 15 are conceptual in nature and are intended to express a short and long term way forward to improve conditions at this intersection. Further refinement will take place in close consultation with the business and property owners affected as engineering designs are produced, prior to any changes being made. The specific needs of the businesses in the area for vehicle access (including trucks) will be taken into consideration during the engineering design stage.

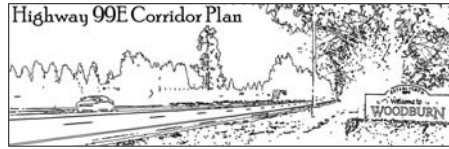
The proposed turn restrictions and eventual street closures would enhance safety in the area by reducing vehicle turning conflicts. In addition, vacation of the street right-of-way that would no longer be needed after closure of the streets would create an opportunity for lot consolidation (i.e. the opportunity for a single property owner or developer to acquire a group of properties and bring them under common ownership), adding approximately 27,000 square feet of developable commercial land at this highly visible corner location.

---

<sup>7</sup> ODOT Rail Division has advised that a two-way center turn lane on Highway 99E should not approach any closer than 325 feet to the existing railroad track on either side of the crossing. This is because it is important for drivers to focus on the crossing and be alert for signals without the added distraction of turn movements, jockeying for position, and potential sideswipe collisions in the immediate approaches to a crossing. Two-way turn lane traffic is difficult to control and presents a temptation to motorists to drive around lowered crossing gates.

<sup>8</sup> Note that vacation of right-of-way may require action by both the City and ODOT.

<sup>9</sup> Prior to installation in this location, a new signal must meet ODOT traffic warrants, have Region 2 Traffic Manager support, and obtain State Traffic Engineer Office approval.



## Other Transportation Improvements

Additional transportation improvements are identified in Appendix B and summarized briefly below:

- Measures to improve safety and convenience for pedestrians crossing Highway 99E, such as enhancements at signalized intersections and mid-block protected crossings.
- Signal timing and intersection improvements to accommodate the expected changes in traffic flow due to closing the Silverton Avenue intersection and the increased traffic generation potential from the new Mixed Use area.
- Improvements to connectivity through new street connections and bicycle / pedestrian accessways.
- Adoption of access management policies for the corridor to improve safety for vehicles, bicycles, and pedestrians. (Recommendations related to access management are addressed in Section VII beginning on page 23.)

### Land Use and Urban Design

The centerpiece of the land use and design features of the Corridor Plan is a new “Mixed Use Village” centered at the intersection of Young Street and Highway 99E. The mixed use area is intended to provide an activity node on Highway 99E and a sense of connection to Downtown Woodburn. The new Mixed Use Village will be implemented through a new zoning designation with a slightly different mix of uses and different set of site design standards than exists today under the existing General Commercial zoning. Over time, through new development and redevelopment, the new zone will create a more pedestrian-oriented, walkable streetscape with buildings close to the sidewalk and parking lots situated to the rear or side of buildings. The proposed new zone is described in more detail in Section VIII beginning on page 30.

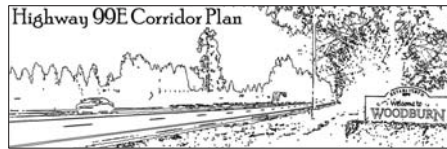
The proposed new zone will be implemented in phases, beginning with an area near the Young Street intersection (“Phase 1”), where a gateway treatment and other public investments could help spur redevelopment. The new zone will be applied throughout the remainder of Segment 3 when improvements to Highway 99E are programmed.<sup>10</sup> The exception is for properties currently outside city limits, where the new zone will be applied upon annexation into the city. This phasing approach is illustrated on Figure 2.

Conceptual illustrations of potential redevelopment in the Mixed Use Village are provided in Section IV. These illustrations are intended to show what future development *could* look like within the Mixed Use Village; they are aspirational rather than regulatory.

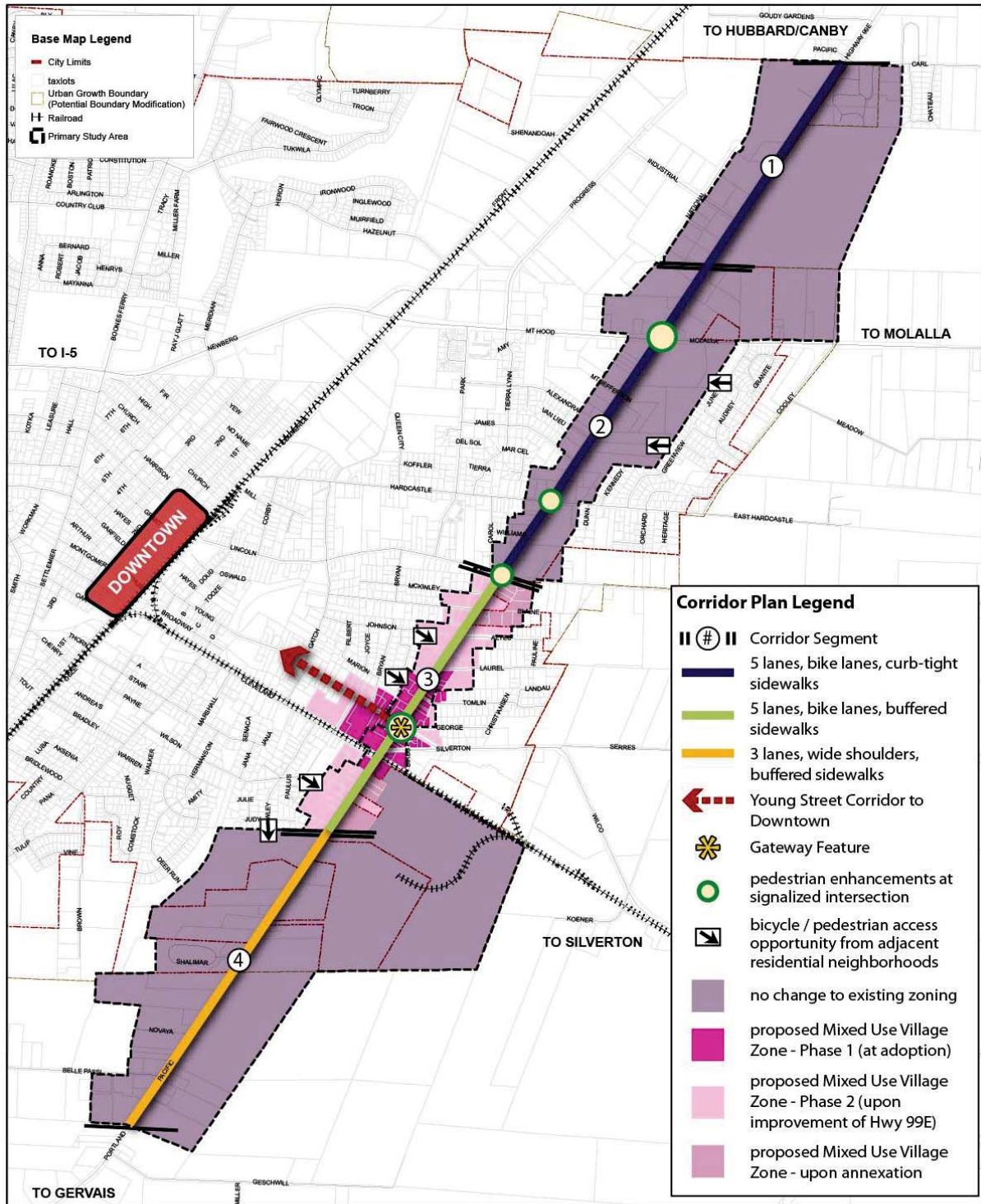
Outside of the Mixed Use Village, the land use regulations would remain largely unchanged, although modifications related to access management, special street setbacks, and frontage improvements would apply throughout the corridor. These recommendations are summarized in Section VI.

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<sup>10</sup> Rezoning is recommended to occur for Phase 2 through a legislative action by the City once funding for the detailed engineering design of the improvements to Highway 99E in Segment 3 is committed.



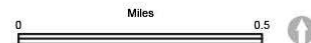
**Figure 2: Key Corridor Enhancements**



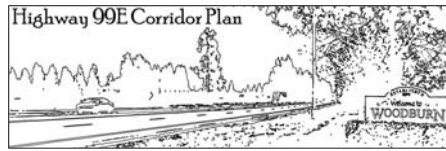
City of Woodburn  
Highway 99E Corridor Plan

JANUARY 2012

**Key Corridor Enhancements**







- Close the intersection of George Street at Highway 214 to through motor vehicle travel, leaving it accessible by pedestrians, bicycles, and emergency vehicles only. This project shall not be constructed prior to the project that would construct a new local street connecting George Street to Highway 214 just west of the urban growth boundary (see New Streets, project (a)).

## ***New Streets***

The following projects are added to the intermediate to long-term (next 10-15 years) project list on page 7-6 of the TSP:

- Construct a new local street connecting George Street to Highway 214 just west of the eastern urban growth boundary.
- Enhance north-south connectivity of local streets paralleling the Highway 99E corridor as part of property development or subdivision and/or by extending Cooley Road from Hardcastle Avenue to Highway 214.<sup>28</sup>

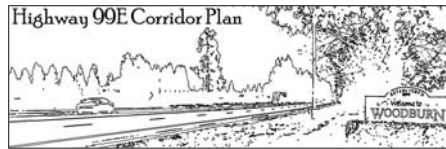
## ***Pedestrian Plan***

The pedestrian plan described on pages 7-9 and 7-10, as well as Figure 7-3, of the TSP is amended to include the following projects:

- Install countdown pedestrian timers and construct ADA enhancements at signalized intersections along Highway 99E.
- Construct curb extensions to shorten pedestrian crossing distances on approaches to Highway 99E where appropriate (no curb extensions are to be constructed that would narrow the width of Highway 99E itself). Street approaches where curb extensions should be considered include: Alexandria Avenue, James Street, Williams Street, Blaine Street, Aztec Drive, Laurel Avenue, and Tomlin Avenue.
- **Provide pedestrian and bicycle access to Highway 99E from adjacent residential neighborhoods. This will require development of accessways and obtaining easements.** Pedestrian/bicycle accessways must include a paved surface of at least 10 feet wide with a minimum vertical clearance of 10 feet. Potential locations for pedestrian/bicycle accessways connecting to Highway 99E include: from June Way (near the Audrey Way intersection), from Johnson Street, from Elm Street, from Wilson Street, and from Hawley Street (possibly part of future street extension).
- Construct enhanced pedestrian crossings of Highway 99E. Identification of crossing locations should occur through collaborative efforts with the community and the Oregon Department of Transportation. The maximum potential for enhanced pedestrian crossing locations is estimated to include: three crossings between Mt Hood Avenue and Hardcastle Avenue, one crossing between Hardcastle Avenue and Lincoln Street, and three crossings between Lincoln Street and

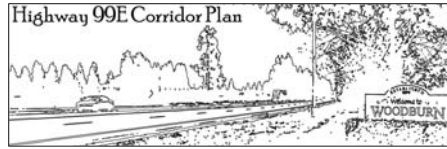
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<sup>28</sup> Because an extension of Cooley Road as described would run outside of the city's UGB, it is included as a purely conceptual project to be considered at a later date if the land in question is eventually added to the UGB. The incremental improvement of north-south connectivity through new street connections east of Highway 99E may accomplish the same objective and eliminate the need for Cooley Road itself to be extended.



**Table B1: Cost Estimates for Proposed Transportation Improvements**

Project No.	Project Title	Estimated Capital Cost*	Owning Jurisdiction**
<b>Ten to Fifteen Years (2010-2020)</b>			
<b>Tier 1: Short Term Projects</b>			
1	Restrict turning movements and eventually close Silverton Avenue intersection with Highway 99E	\$16,000	State/City
2	Restrict turning movements and eventually close Birds Eye Avenue intersection with Highway 214	\$23,000	State/City
3	Implement Traffic Management Plan for Highway 99E corridor	\$45,000	State
4	Install pedestrian countdown timers and construct ADA ramps at signalized intersections on Highway 99E (3 intersections)	\$110,000	State
5	Construct curb extensions on select approaches to Highway 99E - parallel to highway, not narrowing highway (8 intersections)	\$60,000	State/City
6	Construct enhanced pedestrian crossings along Highway 99E (7 total)	\$280,000	State
<b>Tier 2: Medium Term Projects</b>			
7	Coordinate Highway 99E traffic signals from Hardcastle Avenue to Young Street (and future Cleveland Street signal)	\$55,000	State
8	Improve Highway 99E/Young Street intersection to add a westbound lane (providing separate left, through, and right lanes) and protective-permissive left turn phasing on eastbound and westbound approaches	\$550,000	State
9	Close George Street intersection with Highway 214, maintaining passage for pedestrians, bicycles, and emergency vehicles	\$60,000	State/City
10	Construct new local street connecting George Street to Highway 214 just west of the eastern UGB	\$425,000	City
11	Extend Mill Creek corridor off-street pathway to Belle Passi Road	\$840,000	County/City
12	Construct pedestrian/bicycle accessways between Highway 99E and residential areas (total of 5 locations – highly variable costs)	\$675,000	City
<b>Tier 3: Long Term Projects</b>			
13	Highway 99E widening from Lincoln Street to 1,150 feet south of Cleveland Street	\$7,150,000	State
14	Highway 99E widening from 1,150 feet south of Cleveland Street to proposed southern UGB	\$5,130,000	State
15	Improve roadway lighting along Highway 99E corridor (assumed 60% of corridor)	\$2,110,000	State
16	Enhance north-south connectivity of local streets paralleling the Highway 99E corridor as part of property development or subdivision	\$8,270,000	County/City



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and/or by extending Cooley Road from Hardcastle Avenue to Highway  
214 \*\*\*

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**Grand Total**

**\$25,799,000**

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Notes:

\* Cost estimates are in 2011 dollars.

\*\* Owning Jurisdiction does not necessarily indicate the likely funding source for the improvement. In some cases, private development or other funding sources may contribute part or all of the cost of the improvement.

\*\*\* Because an extension of Cooley Road would run outside of the city's UGB, it is included as a conceptual project to be considered at a later date if the land in question is eventually added to the UGB. The incremental improvement of north-south connectivity through new street connections east of Highway 99E may accomplish the same objective and eliminate the need for Cooley Road itself to be extended.

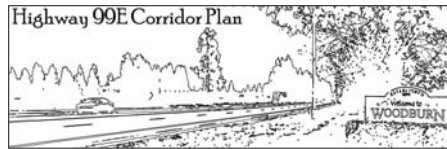
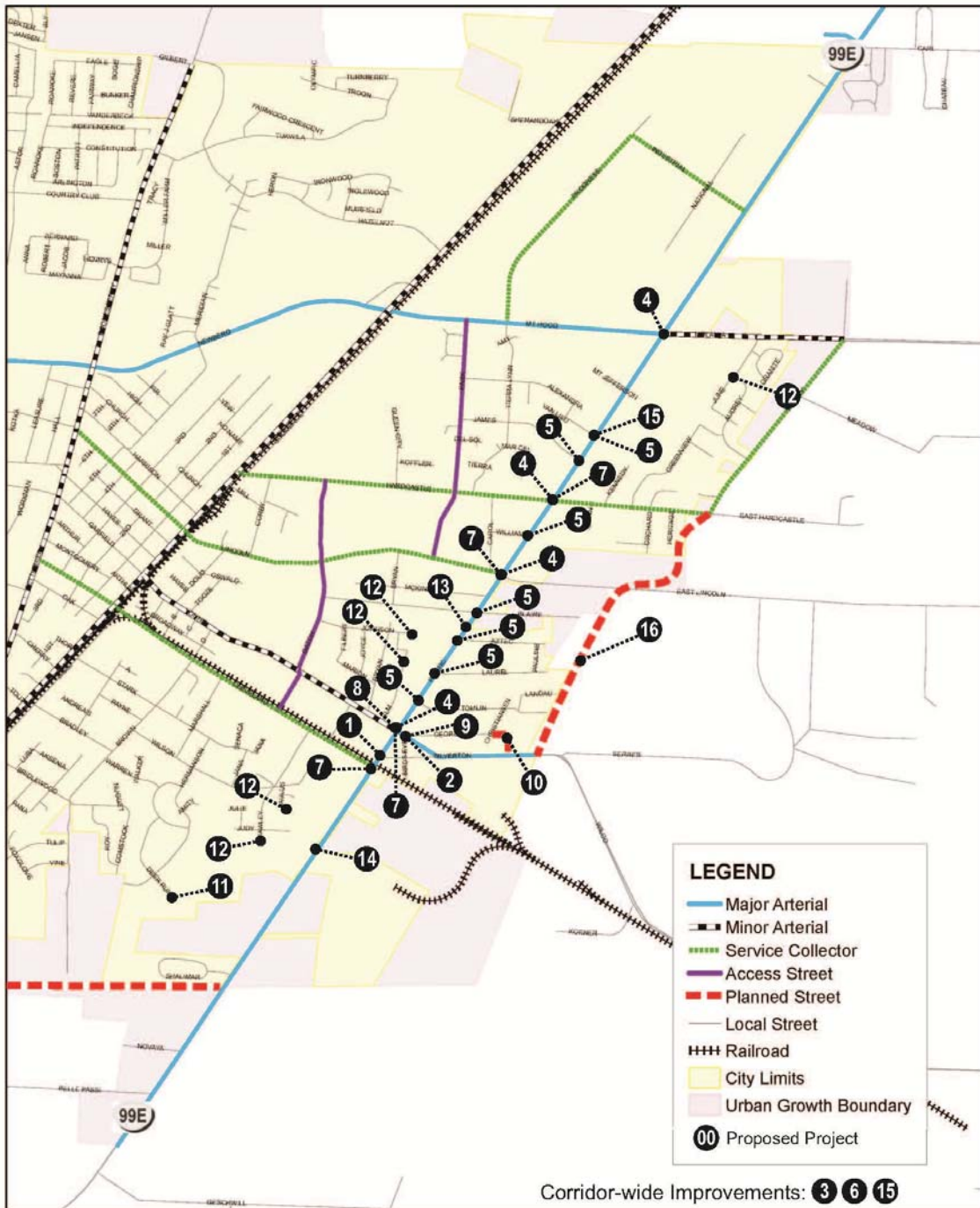


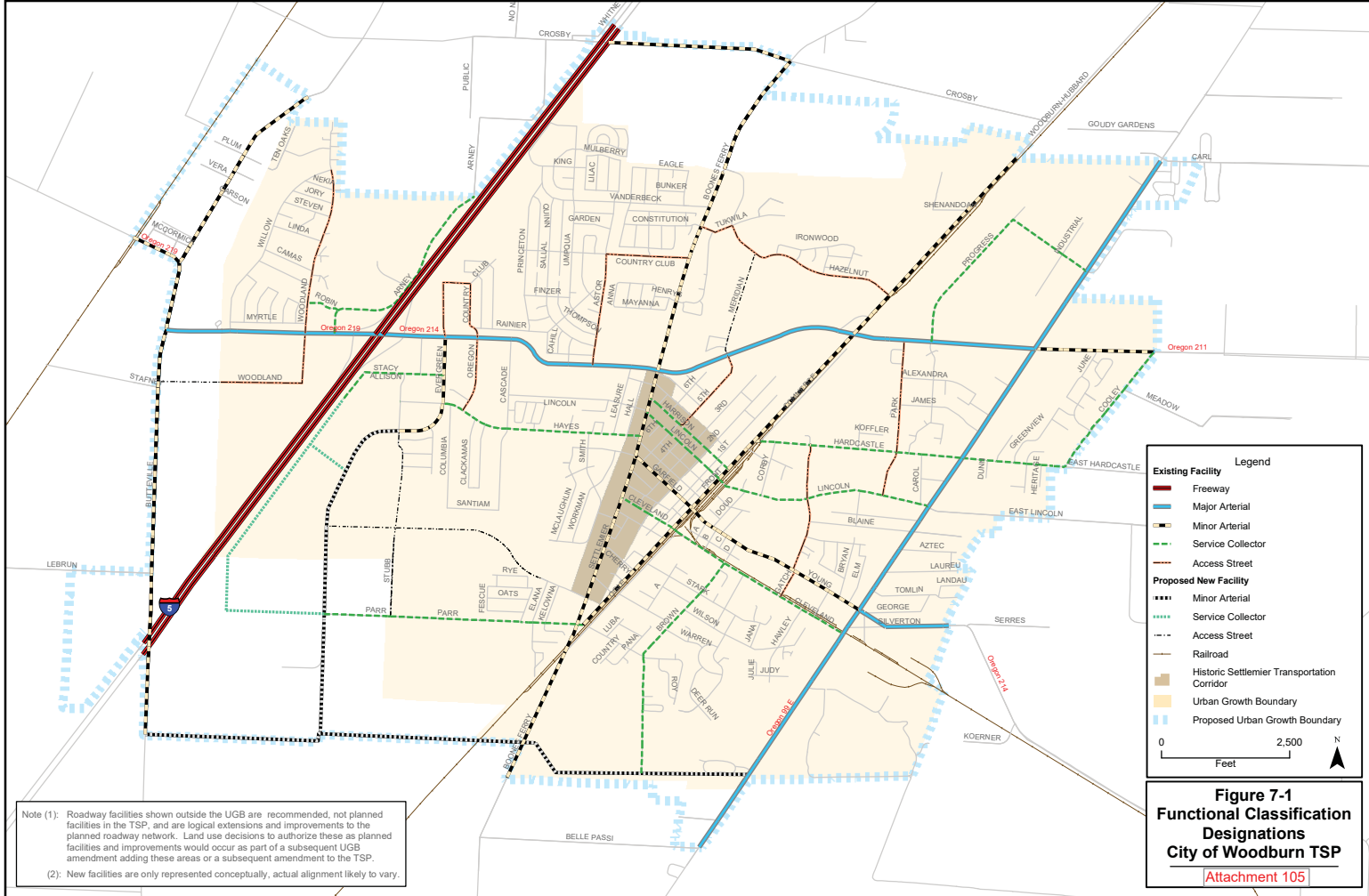
Figure B2: Proposed Transportation Improvements



City of Woodburn  
Highway 99E Corridor Plan

December 2011

Exhibit B: Proposed Transportation Improvements



File Path: \\rosal\proj\0001\16570\1\GIS\data\MapDocuments\Report\Figures\7-01\_funcn\_class.mxd, Date: 01/11/2005 9:35:17 AM

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<u>Site Plan - Area Calculations</u>	03
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<u>Civil Existing Conditions</u>	05
<u>Civil Site Plan</u>	06
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## Pacific Valley Apartments





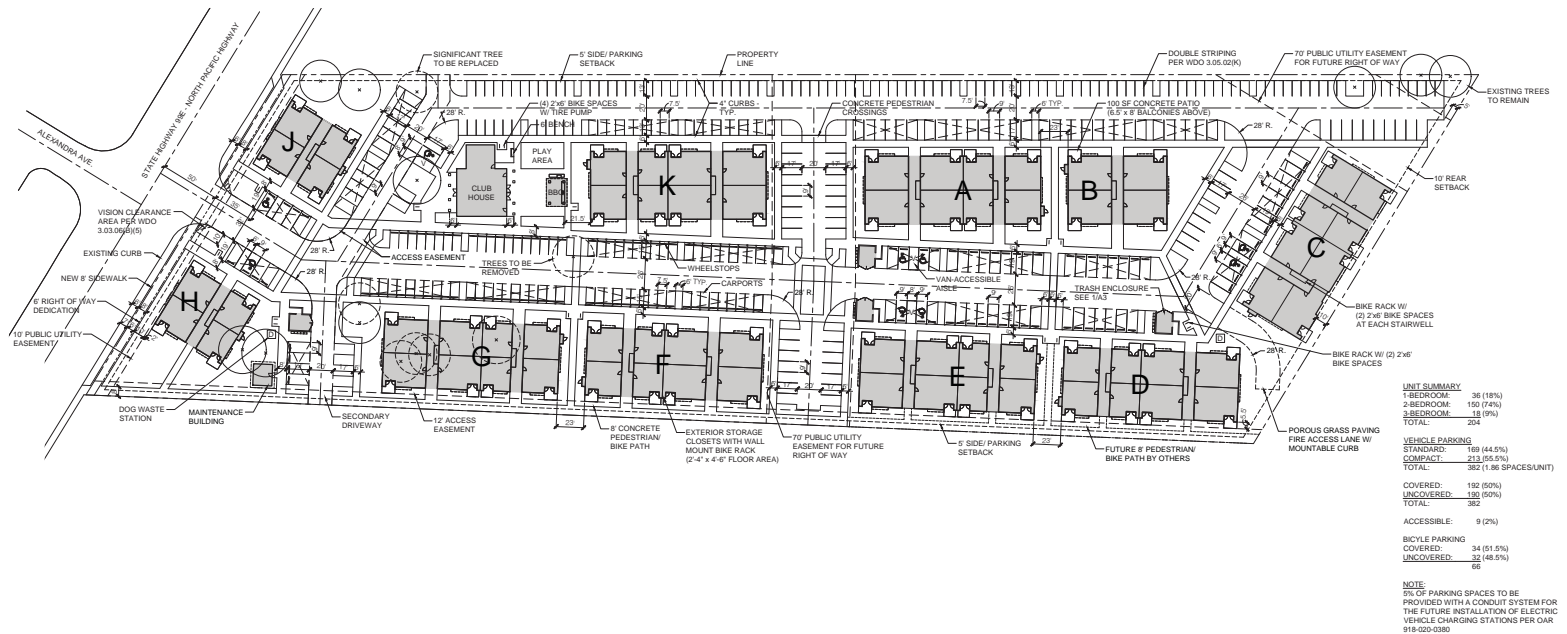
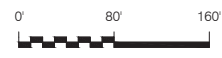
988 SW First Avenue  
Suite 200  
Portland, OR 97209  
Phone: 503.224.2800  
Fax: 503.224.2807  
www.leeb.com

1310 & 1340 NORTH PACIFIC HIGHWAY  
WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
LAND USE REVIEW  
04 SEPTEMBER 2019

Rendering  
*Composite Aerial Site Plan*

EXHIBIT  
**01**



UNIT SUMMARY	
1-BEDROOM	36 (18%)
2-BEDROOM	150 (74%)
3-BEDROOM	18 (9%)
<b>TOTAL</b>	<b>204</b>
VEHICLE PARKING	
STANDARD	169 (44.5%)
COMPACT	23 (5.6%)
<b>TOTAL</b>	<b>382 (1.86 SPACES/UNIT)</b>
COVERED	192 (50%)
UNCOVERED	190 (50%)
<b>TOTAL</b>	<b>382</b>
ACCESSIBLE	9 (2%)
BICYCLE PARKING	
COVERED	34 (51.5%)
UNCOVERED	32 (48.5%)
<b>TOTAL</b>	<b>66</b>

NOTE:  
 5% OF PARKING SPACES TO BE PROVIDED WITH A CONDUIT SYSTEM FOR THE FUTURE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS PER OAR 918-020-0380

**1 SITE PLAN**  
 SCALE: 1"=40'-0"



**leeb** Leeb Architects  
 300 SW First Avenue  
 Suite 200  
 Portland, OR 97204  
 Phone: 503.228.2800  
 Fax: 503.228.2807  
 www.leeb.com

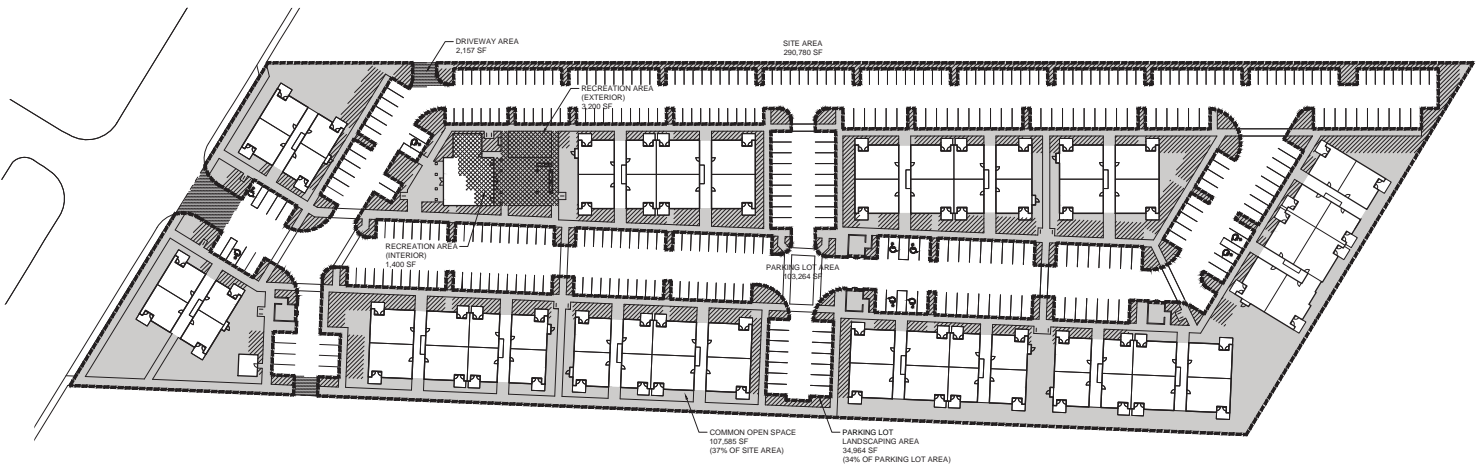
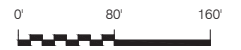
1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Site Plan  
 Project Information

EXHIBIT  
**02**





1 SITE PLAN - AREA CALCULATIONS  
SCALE: 1"=40'-0"



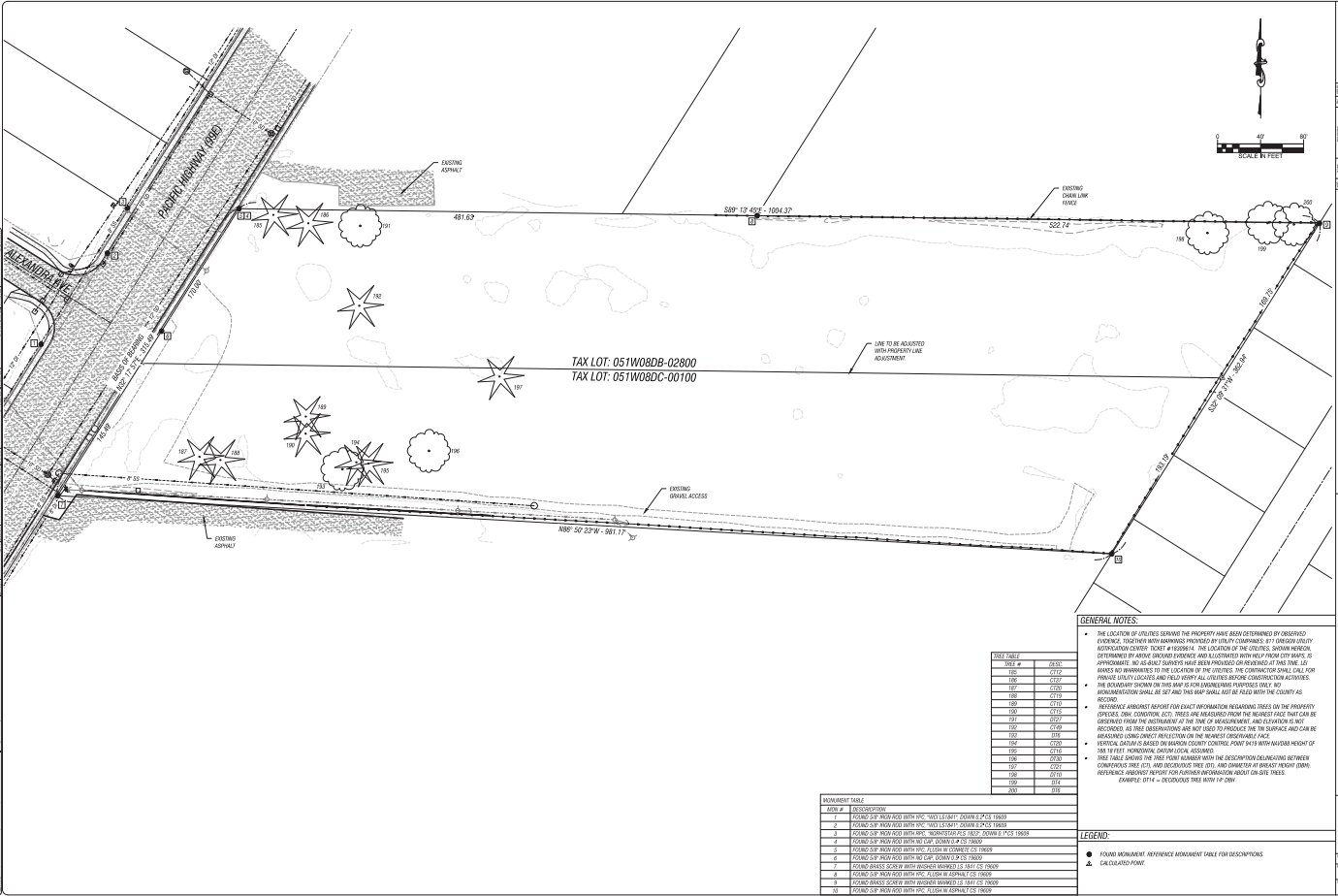
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 300 SW First Avenue  
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1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Site Plan  
 Area Calculations

EXHIBIT  
**03**



**PACIFIC VALLEY APARTMENTS**  
WEST COAST HOME SOLUTIONS, LLC

**LEI ENGINEERING & SURVEYING OF OREGON**

2500 N. STATE ST. SUITE 100  
WOODBURN, OREGON 97141  
PHONE: (503) 738-1234  
WWW.LEIENGINEERING.COM

EXISTING CONDITIONS

60-97  
9

**GENERAL NOTES:**

- THE LOCATION OF UTILITIES SERVING THE PROPERTY HAVE BEEN DETERMINED BY OBSERVED EVIDENCE. FIELD NOTES WITH BENCHMARKS PROVIDED IN SHEET COMPARISON BY A LICENSED UTILITY MAPPING CENTER TICKET # F08824. THE LOCATION OF THE UTILITIES SHOWN HEREON, DETERMINED BY THESE OBSERVED EVIDENCE AND ILLUSTRATED WITH REFERENCE TO CITY SPECIFIC APPROXIMATE. NO AS-BUILT SURVEYS HAVE BEEN PROVIDED OR REFERRED AT THIS TIME. LEI MAKES NO WARRANTY TO THE LOCATION OF THE UTILITIES. THE CONTRACTOR SHALL CALL FOR PRIVATE UTILITY LOCATES AND FIELD VERIFY ALL UTILITIES BEFORE CONSTRUCTION ACTIVITIES.
- THE EXISTING FENCE ON THIS MAP IS FOR INFORMATION PURPOSES ONLY. NO BOUNDARY MONUMENT SHALL BE SET AND THIS MAP SHALL NOT BE FILED WITH THE COUNTY AS RECORD.
- REFERENCE AERIAL PHOTO FOR EXACT INFORMATION REGARDING TREES ON THE PROPERTY. SPECIFIC TREE CONTOUR LINES ARE DRAWN FROM THE BENCHMARK DATA THAT CAN BE OBTAINED FROM THE DOCUMENT AT THE TIME OF MEASUREMENT, AND ELEVATION IS NOT INDICATED AT THE ANTIPODAL END AND USED TO PRODUCE THE TREE SURFACE AND CAN BE ASSUMED CORRESPONDENCE WITH THE TREE'S CONTOUR LINE.
- HORIZONTAL DATUM IS BASED ON NAD83 ON SANDS COUNTY CORNER POINT BY A MEASUREMENT OF 100 FEET. HORIZONTAL SCALE FACTOR: 0.99999999.
- THIS TABLE SHOWS THE TREE POINT ACROSS WITH THE DESCRIPTION INCLUDING BETWEEN COMPASS TREE (CT), AND DISTANCE TO THE SITE, AND NUMBER OF FEET FROM TREE. REFERENCE AERIAL PHOTO FOR FURTHER INFORMATION ABOUT ON-SITE TREES. COMPASS TREE = DECIDUOUS TREE WITH 1/2" DBH.

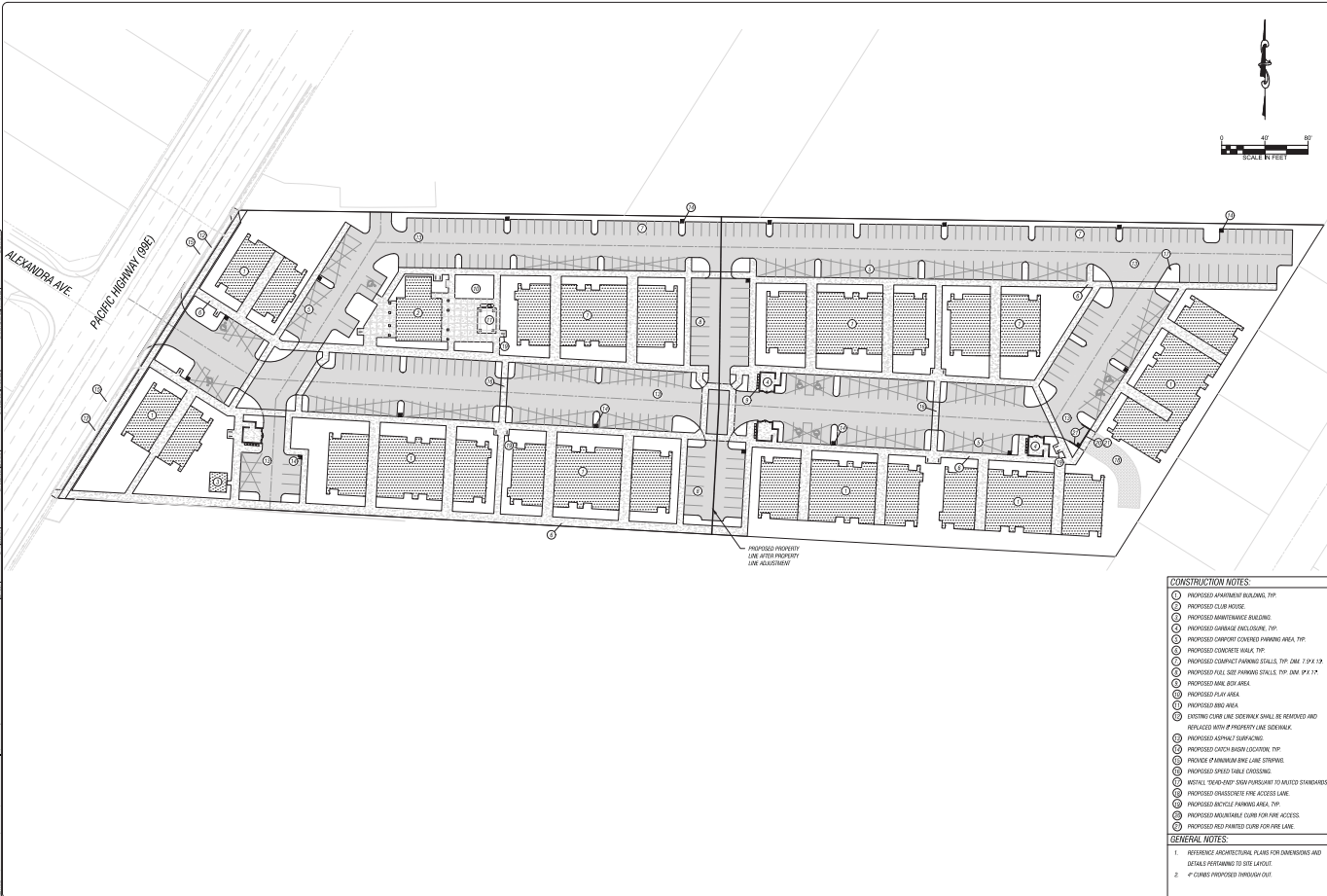
TREE #	DBH	DBH
101	1.10	1.10
102	1.20	1.20
103	1.30	1.30
104	1.40	1.40
105	1.50	1.50
106	1.60	1.60
107	1.70	1.70
108	1.80	1.80
109	1.90	1.90
110	2.00	2.00
111	2.10	2.10
112	2.20	2.20
113	2.30	2.30
114	2.40	2.40
115	2.50	2.50
116	2.60	2.60
117	2.70	2.70
118	2.80	2.80
119	2.90	2.90
120	3.00	3.00

**MONUMENT TABLE**

MARK #	DESCRIPTION
1	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
2	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
3	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
4	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
5	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
6	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
7	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
8	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
9	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL
10	FOUND STIP. PROVED WITH WPC. "W" LEGACY. DOWN 2 PACE TRAIL

**LEGEND:**

- FOUND MONUMENT. REFERENCE MONUMENT TABLE FOR DESCRIPTIONS.
- CALCULATED POINT.



NO. OF SHEETS	1
TOTAL SHEETS	1

PACIFIC VALLEY APARTMENTS  
 WEST COAST HOME SOLUTIONS, LLC

2008 S STATE ST STE 100  
 CLATSOP COUNTY, OREGON 97130  
 PHONE: 503.739.3129  
 WWW.LEIENGINEERING.COM

PROPOSED  
 SITE PLAN  
 03

- CONSTRUCTION NOTES:**
- 1. PROPOSED APARTMENT BUILDING, TYP.
  - 2. PROPOSED CLUB HOUSE.
  - 3. PROPOSED MAINTENANCE BUILDING.
  - 4. PROPOSED GARAGE FACILITIES, TYP.
  - 5. PROPOSED DRIVEWAY COVERED PARKING AREA, TYP.
  - 6. PROPOSED CONCRETE WALK, TYP.
  - 7. PROPOSED CONCRETE PARKING STALLS, TYP. DIM. 12' X 12'
  - 8. PROPOSED FULL SIZE PARKING STALLS, TYP. DIM. 18' X 11'
  - 9. PROPOSED TANK, BOB AREA.
  - 10. PROPOSED PLAY AREA.
  - 11. PROPOSED BIKE AREA.
  - 12. EXISTING CURB LINE SIDEWALK SHALL BE RETAINED AND REPAIRED WITH #4 PROPERTY LINE SIDEWALK.
  - 13. PROPOSED ASPHALT DRIVEWAY.
  - 14. PROPOSED GRASSY/LOGS/LOGS, TYP.
  - 15. PROPOSED SPAN/BEAM LINE LINE DRAWING.
  - 16. PROPOSED DRAIN DRAINAGE.
  - 17. METAL STAIRCASE FOR PROPERTY TO ADJUT STAMBERS.
  - 18. PROPOSED GRASS/STONE FINE ACCESS LAKE.
  - 19. PROPOSED BICYCLE PARKING AREA, TYP.
  - 20. PROPOSED MULTIPURPOSE CURB FOR FIRE ACCESS.
  - 21. PROPOSED RED PAINTED CURB FOR FIRE LAKE.

- GENERAL NOTES:**
1. REFERENCE ARCHITECTURAL PLANS FOR DIMENSIONS AND DETAILS PERTAINING TO SITE LAYOUT.
  2. #4 CURB PROPOSED THROUGHOUT.

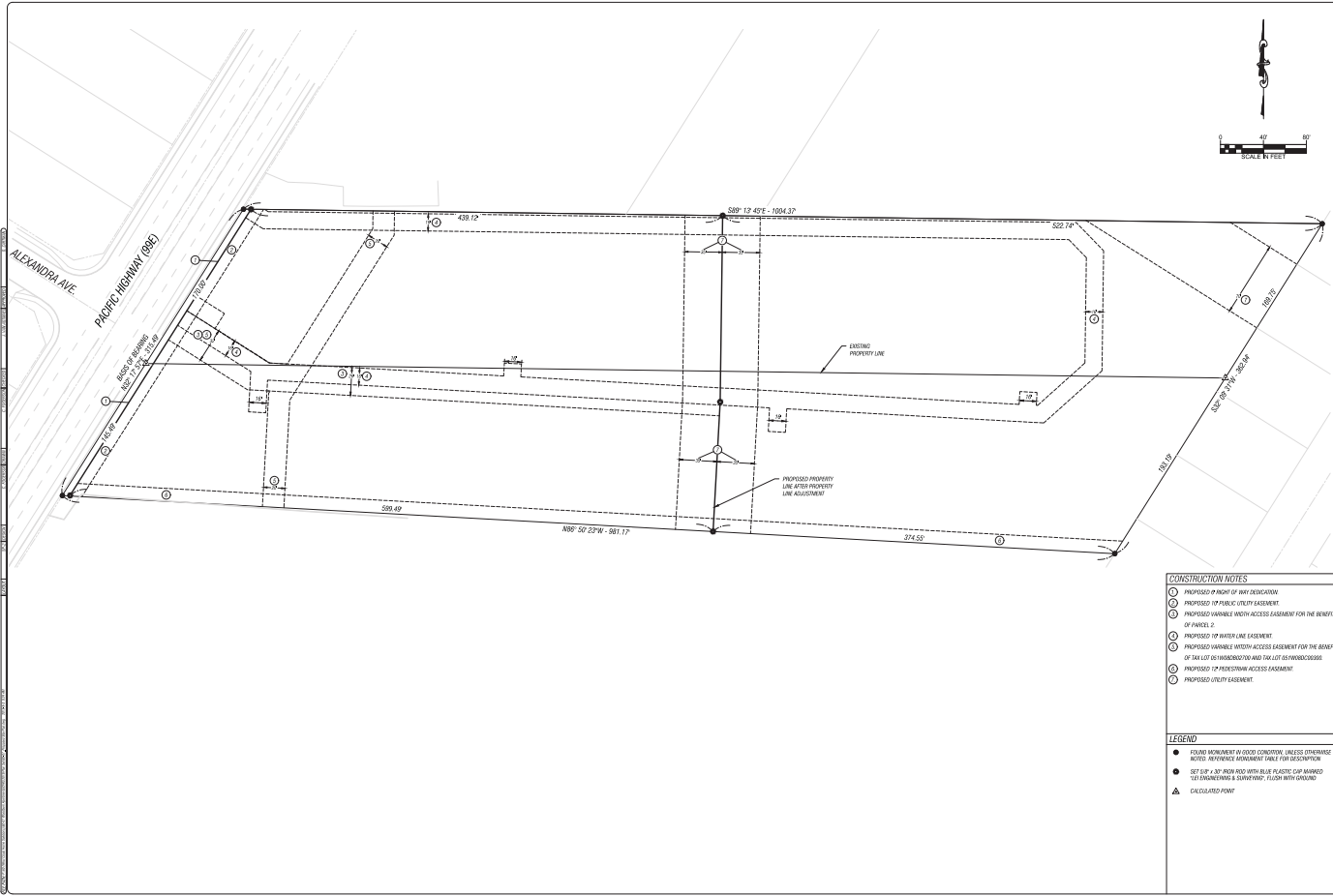
leeb  
 Leeb Architects  
 300 SW First Avenue  
 Suite 200  
 Portland, OR 97204  
 Phone: 503.224.2800  
 Fax: 503.224.2807  
 www.leeb.com

1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Civil Site Plan

EXHIBIT  
 06



NO. 001	NO. 002
NO. 003	NO. 004
NO. 005	NO. 006
NO. 007	NO. 008
NO. 009	NO. 010
NO. 011	NO. 012
NO. 013	NO. 014
NO. 015	NO. 016
NO. 017	NO. 018
NO. 019	NO. 020
NO. 021	NO. 022
NO. 023	NO. 024
NO. 025	NO. 026
NO. 027	NO. 028
NO. 029	NO. 030
NO. 031	NO. 032
NO. 033	NO. 034
NO. 035	NO. 036
NO. 037	NO. 038
NO. 039	NO. 040
NO. 041	NO. 042
NO. 043	NO. 044
NO. 045	NO. 046
NO. 047	NO. 048
NO. 049	NO. 050
NO. 051	NO. 052
NO. 053	NO. 054
NO. 055	NO. 056
NO. 057	NO. 058
NO. 059	NO. 060
NO. 061	NO. 062
NO. 063	NO. 064
NO. 065	NO. 066
NO. 067	NO. 068
NO. 069	NO. 070
NO. 071	NO. 072
NO. 073	NO. 074
NO. 075	NO. 076
NO. 077	NO. 078
NO. 079	NO. 080
NO. 081	NO. 082
NO. 083	NO. 084
NO. 085	NO. 086
NO. 087	NO. 088
NO. 089	NO. 090
NO. 091	NO. 092
NO. 093	NO. 094
NO. 095	NO. 096
NO. 097	NO. 098
NO. 099	NO. 100
NO. 101	NO. 102
NO. 103	NO. 104
NO. 105	NO. 106
NO. 107	NO. 108
NO. 109	NO. 110
NO. 111	NO. 112
NO. 113	NO. 114
NO. 115	NO. 116
NO. 117	NO. 118
NO. 119	NO. 120
NO. 121	NO. 122
NO. 123	NO. 124
NO. 125	NO. 126
NO. 127	NO. 128
NO. 129	NO. 130
NO. 131	NO. 132
NO. 133	NO. 134
NO. 135	NO. 136
NO. 137	NO. 138
NO. 139	NO. 140
NO. 141	NO. 142
NO. 143	NO. 144
NO. 145	NO. 146
NO. 147	NO. 148
NO. 149	NO. 150
NO. 151	NO. 152
NO. 153	NO. 154
NO. 155	NO. 156
NO. 157	NO. 158
NO. 159	NO. 160
NO. 161	NO. 162
NO. 163	NO. 164
NO. 165	NO. 166
NO. 167	NO. 168
NO. 169	NO. 170
NO. 171	NO. 172
NO. 173	NO. 174
NO. 175	NO. 176
NO. 177	NO. 178
NO. 179	NO. 180
NO. 181	NO. 182
NO. 183	NO. 184
NO. 185	NO. 186
NO. 187	NO. 188
NO. 189	NO. 190
NO. 191	NO. 192
NO. 193	NO. 194
NO. 195	NO. 196
NO. 197	NO. 198
NO. 199	NO. 200

**PACIFIC VALLEY APARTMENTS**  
 WEST COAST HOME SOLUTIONS, LLC

2008 N. 1340th St. Ste. 200  
 Woodburn, OR 97151  
 (503) 739-3529  
 www.lei-engineering.com

**LEI ENGINEERING & SURVEYING OF OREGON**

PROPOSED EASEMENTS  
 04

- CONSTRUCTION NOTES**
- ⊙ PROPOSED 10' RIGHT OF WAY EASEMENT
  - ⊙ PROPOSED 10' PUBLIC UTILITY EASEMENT
  - ⊙ PROPOSED VARIABLE WIDTH ACCESS EASEMENT FOR THE BENEFIT OF PARCEL 2
  - ⊙ PROPOSED 10' WATER LINE EASEMENT
  - ⊙ PROPOSED VARIABLE WIDTH ACCESS EASEMENT FOR THE BENEFIT OF PARCEL 2
  - ⊙ PROPOSED 10' FENCE STRAIN ACCESS EASEMENT
  - ⊙ PROPOSED UTILITY EASEMENT

- LEGEND**
- FOUND MONUMENT IN GOOD CONDITION. ANGLES OR DISTANCE NOTED. REFERENCE ADJUSTMENT MADE FOR DISCREPANCY.
  - SET 5/8" x 3/4" IRON ROD WITH BLUE PLASTIC CAP MARKED TO INDICATE EASEMENT. FLUSH WITH GROUND.
  - ▲ CALCULATED POINT

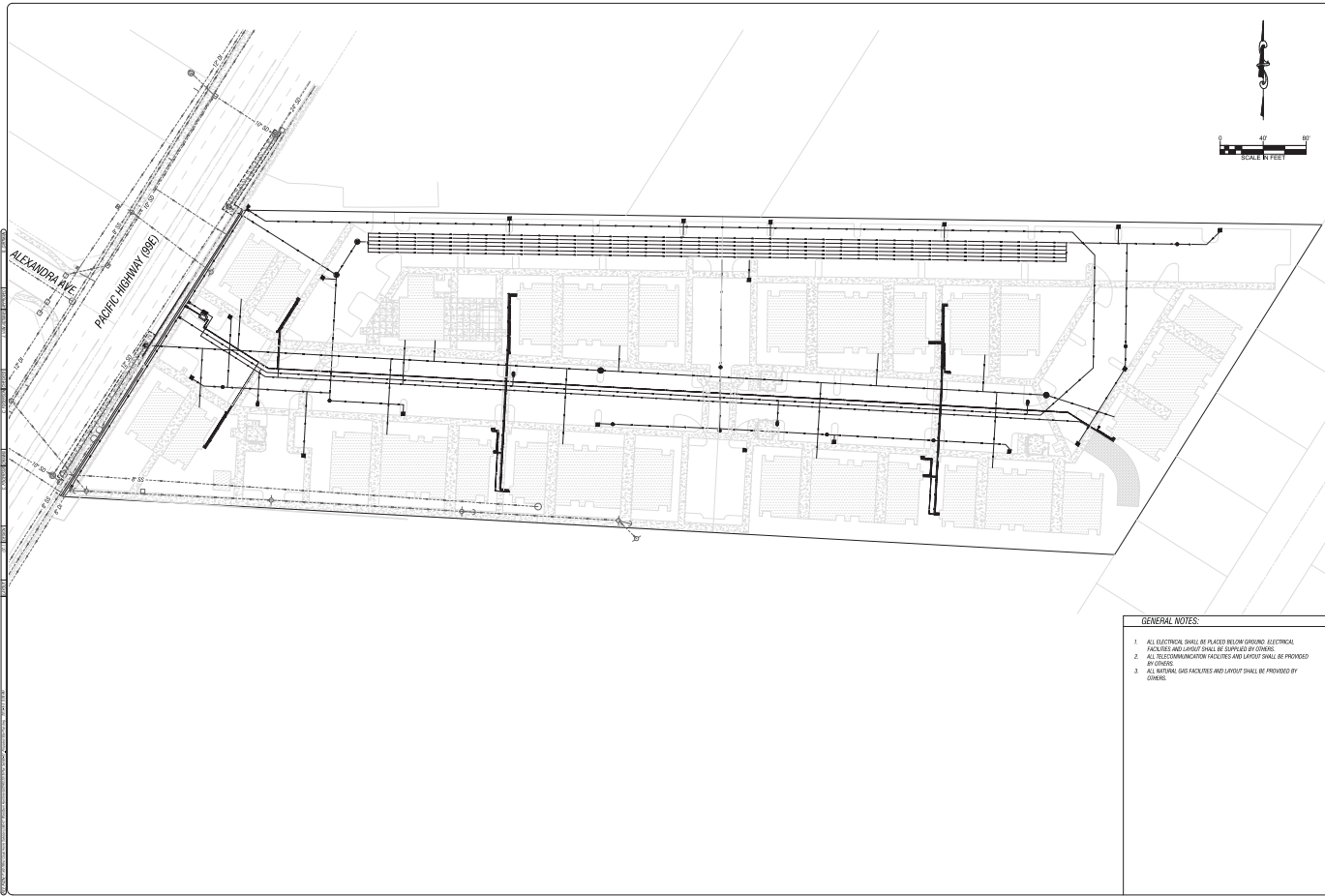
**Leeb Architects**  
 300 SW First Avenue  
 Suite 200  
 Portland, OR 97204  
 Phone: 503.228.2822  
 Fax: 503.228.2827  
 www.leeb.com

1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Civil Easements Plan

EXHIBIT  
**07**



NO. OF SHEETS	11
SHEET NO.	06
TITLE	CIVIL UTILITIES PLAN
DATE	04 SEP 2019
PROJECT	PACIFIC VALLEY APARTMENTS
CLIENT	WEST COAST HOME SOLUTIONS, LLC
DESIGNER	LEI ENGINEERING & SURVEYING OF OREGON
SCALE	AS SHOWN

- GENERAL NOTES:**
1. ALL ELECTRICAL SHALL BE PLACED BELOW GROUND. ELECTRICAL FACILITIES AND LAYOUT SHALL BE SUPPLIED BY OTHERS.
  2. ALL TELECOMMUNICATION FACILITIES AND LAYOUT SHALL BE PROVIDED BY OTHERS.
  3. ALL NATURAL GAS FACILITIES AND LAYOUT SHALL BE PROVIDED BY OTHERS.

**PACIFIC VALLEY APARTMENTS**  
WEST COAST HOME SOLUTIONS, LLC

**LEI ENGINEERING & SURVEYING OF OREGON**

PROPOSED COMPOSITE UTILITY LAYOUT

06

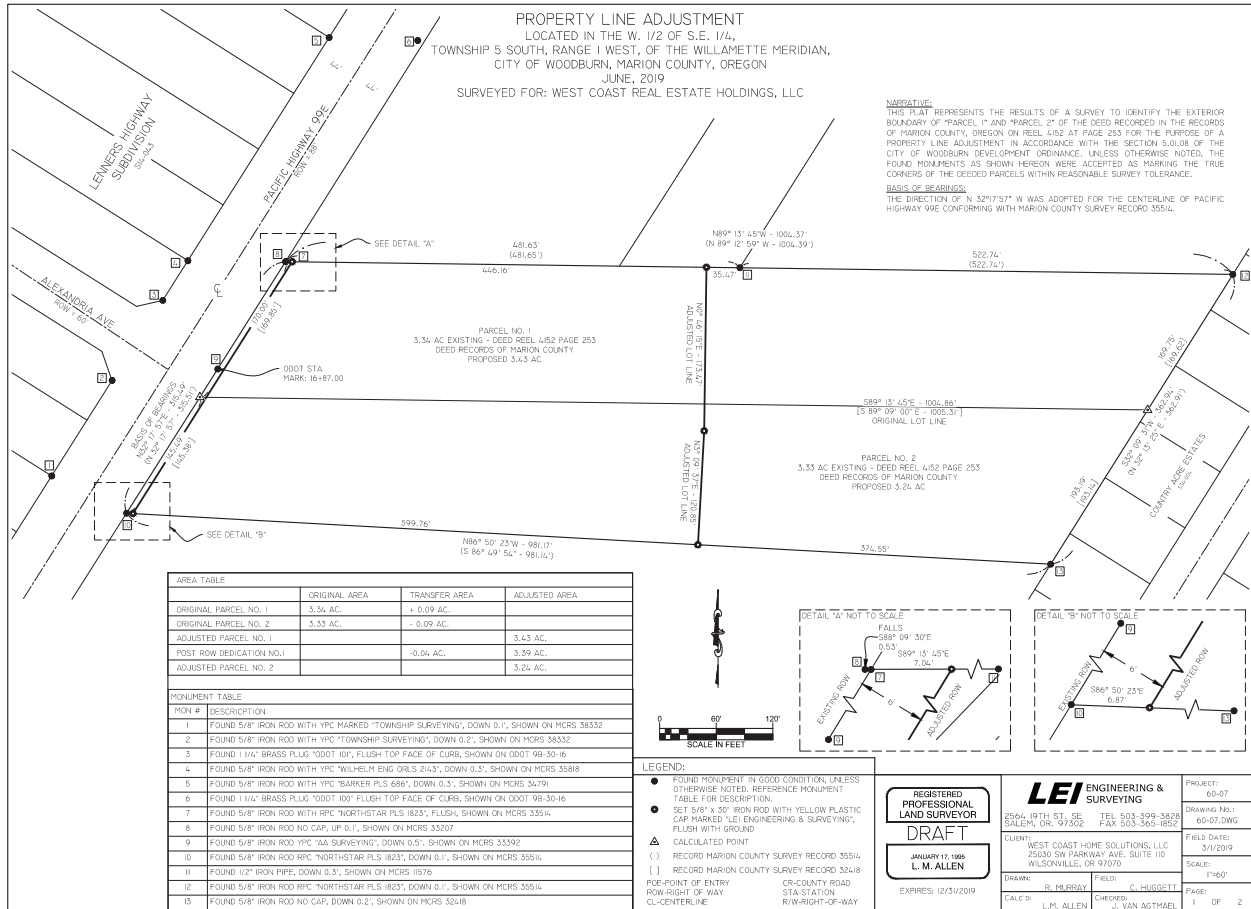
**leeb** Leeb Architects  
300 SW First Avenue  
Suite 200  
Portland, OR 97204  
Phone: 503.228.2800  
Fax: 503.228.2807  
www.leeb.com

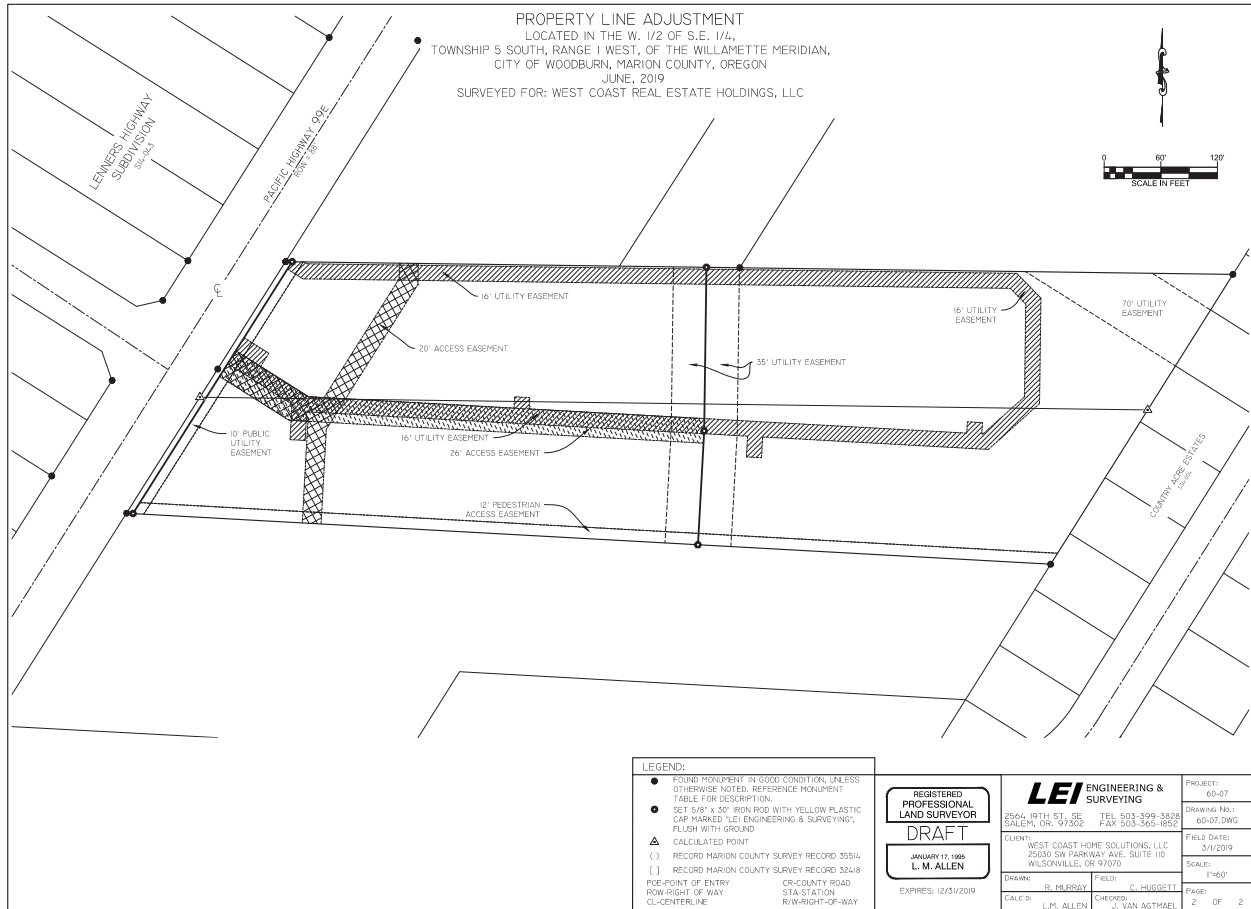
1310 & 1340 NORTH PACIFIC HIGHWAY  
WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
LAND USE REVIEW  
04 SEPTEMBER 2019

Civil Utilities Plan

EXHIBIT  
**09**





**LEGEND:**

- FOUND MONUMENT IN GOOD CONDITION, UNLESS OTHERWISE NOTED, REFERENCE MONUMENT TABLE FOR DESCRIPTION.
- SET 5/8" x 30" IRON ROD WITH YELLOW PLASTIC CAP MARKED "LEI ENGINEERING & SURVEYING", FLUSH WITH GROUND.
- ▲ CALCULATED POINT
- ( ) RECORD MARION COUNTY SURVEY RECORD 3514
- [ ] RECORD MARION COUNTY SURVEY RECORD 32418
- POE-POINT OF ENTRY CR-COUNTY ROAD
- ROW-RIGHT OF WAY STA-STATION
- CL-CENTERLINE R/W-RIGHT-OF-WAY

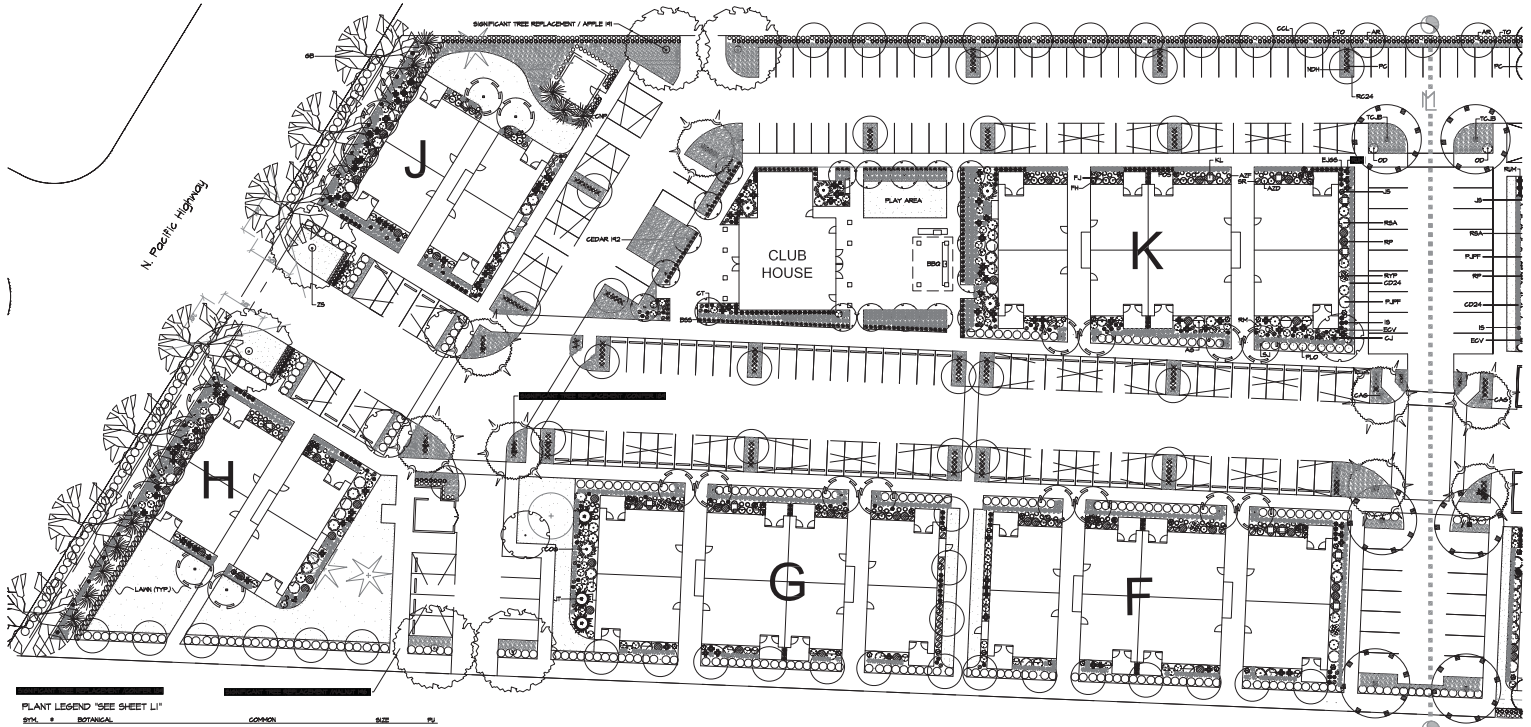
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**DRAFT**  
 L. M. ALLEN  
 JANUARY 17, 1995  
 EXPIRES: 12/31/2019

**LEI ENGINEERING & SURVEYING**  
 2566 10TH ST. SE SALEM, OR 97302  
 TEL 503-399-3832 FAX 503-365-8852  
 CLIENT: WEST COAST HOME SOLUTIONS, LLC  
 25000 SW PARKWAY AVE. SUITE 110 WILSONVILLE, OR 97130  
 DRAWN: R. MURPHY  
 CHECKED: L. M. ALLEN  
 FIELD: C. HUGGETT  
 CHECKED: J. VAN BOMMEL

PROJECT: 60-07  
 DRAWING NO.: 60-07.DWG  
 FIELD DATE: 3/11/2019  
 SCALE: 1"=60'  
 PAGE: 2 OF 2





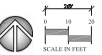


PLANT LEGEND "SEE SHEET L1"  
 27/4 \* BOTANICAL

COMMON SIZE FT.

**L2 PLANTING PLAN**  
 AN IRRIGATION DESIGN WILL BE SUBMITTED FOR PERMIT SET SHEETS L3-L4

ALL TREES: Design for irrigation and irrigation system submitted by the Oregon Irrigation Association. These notes are not valid in the absence of a permit from the Oregon Irrigation Association. The user must verify the notes by calling the permit office. The telephone number for the Oregon Irrigation Association is (503) 233-0975.



**leeb** Leeb Architects  
 308 SW Fleet Avenue  
 Suite 200  
 Portland, OR 97204  
 Phone 503.228.2840  
 Fax 503.228.2907  
 leeb.com

**MULCH** DARRELL MULCH  
 LANDSCAPE ARCHITECTURE  
 1875 N.E. 46TH AVENUE #104 PORTLAND, OR 97213 (503) 224-7414

REGISTERED  
 315  
**Darrell Mulch**  
 OREGON  
 10-31-18  
 LANDSCAPE ARCHITECT

**PACIFIC VALLEY APARTMENTS**  
 WEST COAST HOME SOLUTIONS

1310 & 1340 N. Pacific Highway Woodburn, Oregon

**LAND USE REVIEW**

08.18.19

SHEET  
**L2**

4

**leeb** Leeb Architects  
 308 SW Fleet Avenue  
 Suite 200  
 Portland, OR 97204  
 Phone 503.228.2840  
 Fax 503.228.2907  
 leeb.com

1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

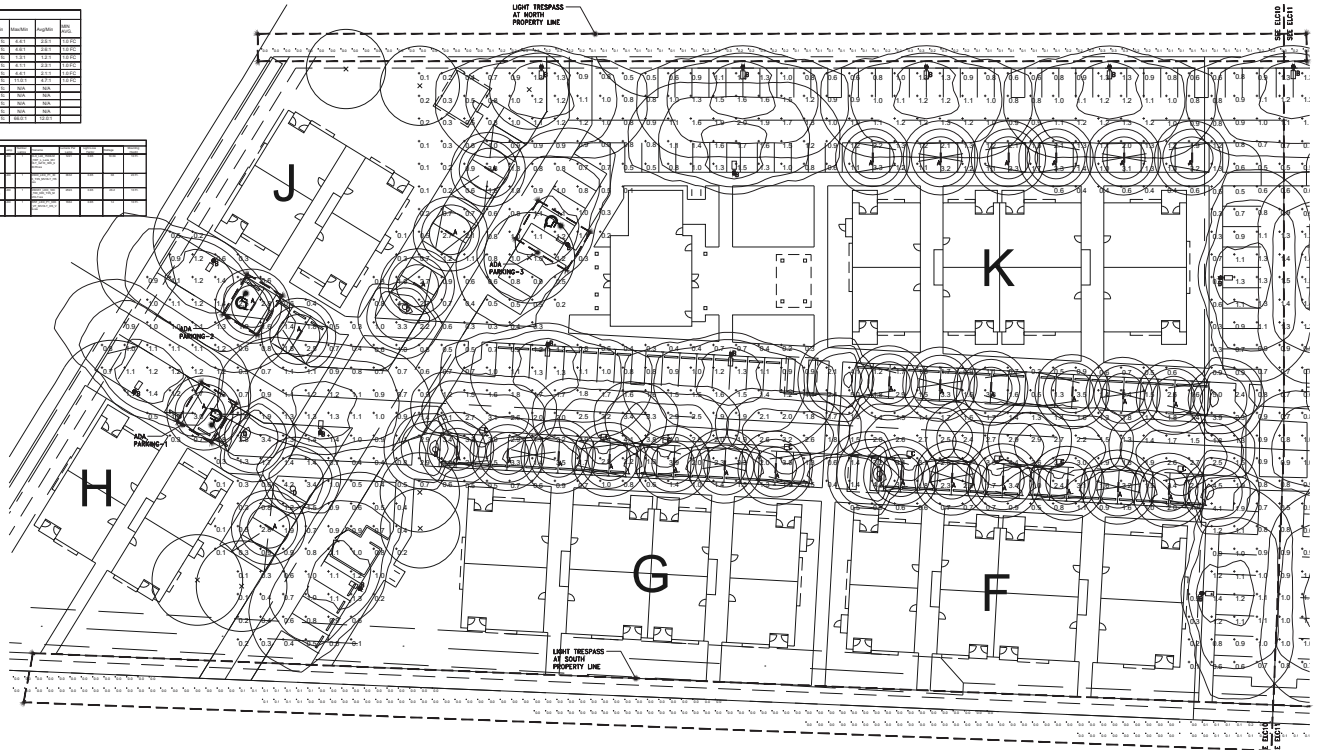
PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Landscape Plan

EXHIBIT  
**16**

Revisions	Number	Date	By	Checked	Appr'd	Notes
1	1.1	11/15/18	...	...	...	...
2	1.2	11/15/18	...	...	...	...
3	1.3	11/15/18	...	...	...	...
4	1.4	11/15/18	...	...	...	...
5	1.5	11/15/18	...	...	...	...
6	1.6	11/15/18	...	...	...	...
7	1.7	11/15/18	...	...	...	...
8	1.8	11/15/18	...	...	...	...
9	1.9	11/15/18	...	...	...	...
10	1.10	11/15/18	...	...	...	...
11	1.11	11/15/18	...	...	...	...
12	1.12	11/15/18	...	...	...	...
13	1.13	11/15/18	...	...	...	...
14	1.14	11/15/18	...	...	...	...
15	1.15	11/15/18	...	...	...	...
16	1.16	11/15/18	...	...	...	...
17	1.17	11/15/18	...	...	...	...
18	1.18	11/15/18	...	...	...	...
19	1.19	11/15/18	...	...	...	...
20	1.20	11/15/18	...	...	...	...

Symbol	Description
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...



1 SITE PLAN WEST - ELECTRICAL  
ELC10 SCALE: 1"=30'-0" 0 10' 20' 40'

PACIFIC VALLEY APARTMENTS  
 ELC10 ELEC10 3/18/2019 2:52 PM

Leeb Architects  
 508 SW First Avenue, Suite 304  
 Portland, Oregon 97204  
 Phone: 503.228.3640  
 Fax: 503.228.2807  
 leebro.com

6915 SW MICADAM AVE, SUITE 200  
 PORTLAND, OREGON 97219  
 PHONE: 503.892.1188  
 FAX: 503.892.1190  
 CONTACT: DANIEL DERREMER  
 engineering@meek-inc.com  
 MECHANICAL & ELECTRICAL SYSTEMS  
 CONCRETE 12-27-20

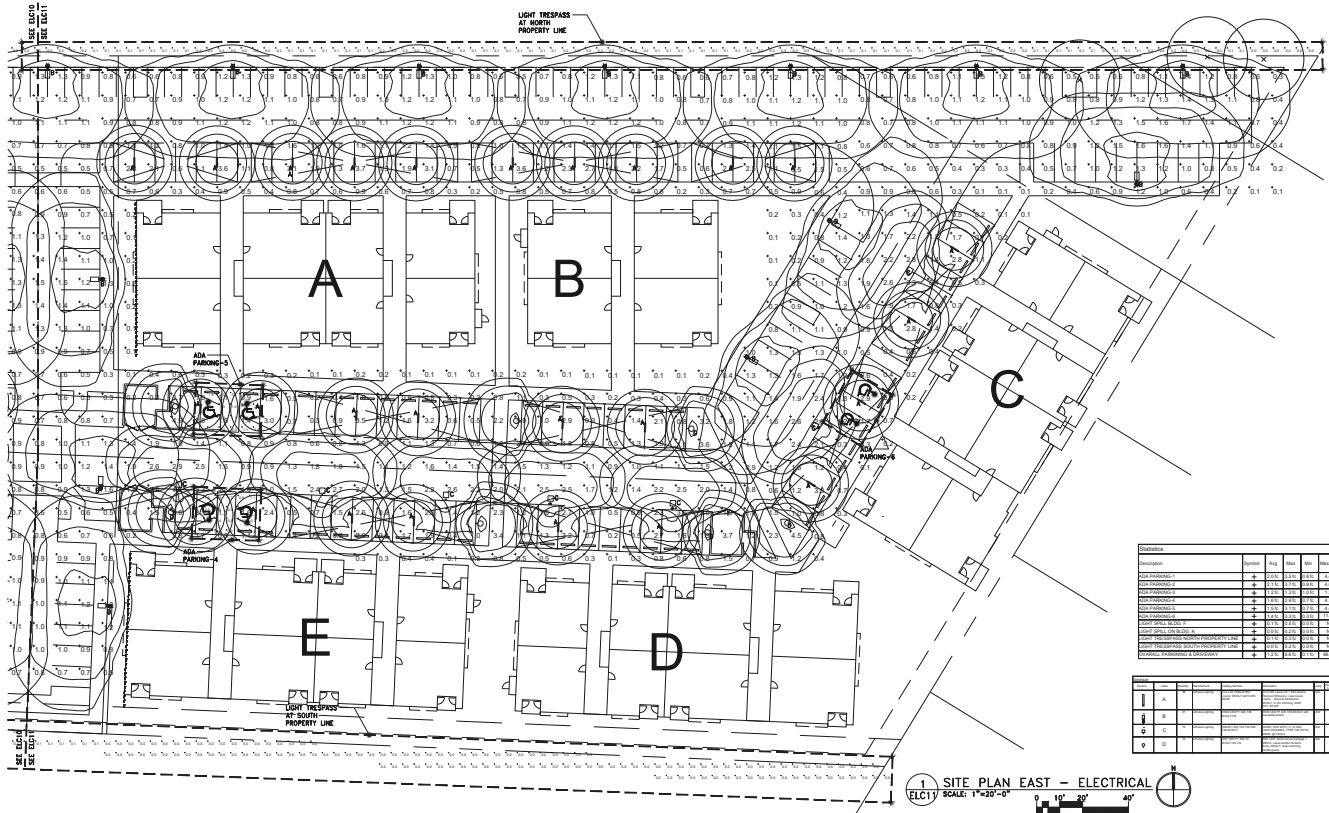
**PACIFIC VALLEY APARTMENTS**  
WEST COAST HOME SOLUTIONS  
 1310 & 1340 N. PACIFIC HIGHWAY  
 WOODBURN, OREGON

**DESIGN REVIEW**  
03.18.19  
**ELC10**

1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Lighting Plan  
**EXHIBIT 19**



Item	Quantity	Unit	Notes
1. 150W LED Flood Light	10	Each	See Schedule
2. 150W LED Flood Light	10	Each	See Schedule
3. 150W LED Flood Light	10	Each	See Schedule
4. 150W LED Flood Light	10	Each	See Schedule
5. 150W LED Flood Light	10	Each	See Schedule
6. 150W LED Flood Light	10	Each	See Schedule
7. 150W LED Flood Light	10	Each	See Schedule
8. 150W LED Flood Light	10	Each	See Schedule
9. 150W LED Flood Light	10	Each	See Schedule
10. 150W LED Flood Light	10	Each	See Schedule

Item	Quantity	Unit	Notes
1. 150W LED Flood Light	10	Each	See Schedule
2. 150W LED Flood Light	10	Each	See Schedule
3. 150W LED Flood Light	10	Each	See Schedule
4. 150W LED Flood Light	10	Each	See Schedule
5. 150W LED Flood Light	10	Each	See Schedule
6. 150W LED Flood Light	10	Each	See Schedule
7. 150W LED Flood Light	10	Each	See Schedule
8. 150W LED Flood Light	10	Each	See Schedule
9. 150W LED Flood Light	10	Each	See Schedule
10. 150W LED Flood Light	10	Each	See Schedule

1 SITE PLAN EAST - ELECTRICAL  
 ELC11 SCALE: 1"=20'-0"

DATE: 04/09/2019 2:13 PM  
 USER: DANIEL.DERHEIMER



**Leeb Architects**  
 308 SW First Avenue, Suite 200  
 Portland, OR 97204  
 Phone: 503.228.3840  
 Fax: 503.228.2907  
 leebco.com

6915 SW Macadam Ave., Suite 200  
 Portland, Oregon 97219  
 Phone: 503.892.1186  
 Fax: 503.892.1190  
 CONTACT: DANIEL DERHEIMER  
 dderheimer@mkc.com



**PACIFIC VALLEY APARTMENTS DESIGN REVIEW**  
 WEST COAST HOME SOLUTIONS 03.18.19

1310 & 1340 N. PACIFIC HIGHWAY  
 WOODBURN, OREGON

**ELC11**



308 SW First Avenue, Suite 200  
 Portland, Oregon 97204  
 Phone: 503.228.3840  
 Fax: 503.228.2907  
 leebco.com

1310 & 1340 NORTH PACIFIC HIGHWAY  
 WOODBURN, OREGON

PACIFIC VALLEY APARTMENTS  
 LAND USE REVIEW  
 04 SEPTEMBER 2019

Lighting Plan

EXHIBIT  
**20**



1 BUILDING TYPE I - NORTH ELEVATION

0' 20'



2 BUILDING TYPE I - EAST ELEVATION

0' 20'

33'-9"  
AVG. HT.



3 BUILDING TYPE I - SOUTH ELEVATION

0' 20'



4 BUILDING TYPE I - WEST ELEVATION

0' 20'

33'-9"  
AVG. HT.



1 BUILDING TYPE 2 - NORTH ELEVATION



2 BUILDING TYPE 2 - EAST ELEVATION



3 BUILDING TYPE 2 - SOUTH ELEVATION



4 BUILDING TYPE 2 - WEST ELEVATION



1 CLUBHOUSE - NORTH ELEVATION

16'-9"  
AVG. HT.



2 CLUBHOUSE - EAST ELEVATION

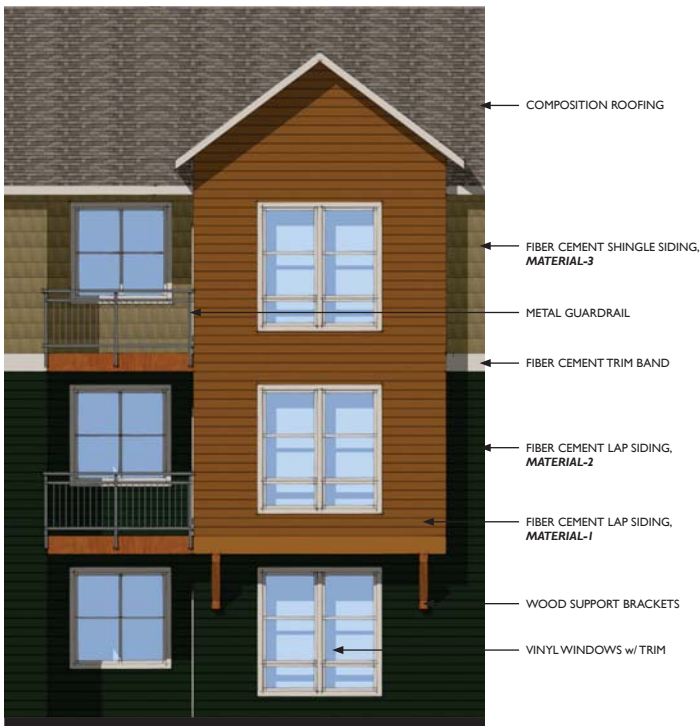


3 CLUBHOUSE - SOUTH ELEVATION

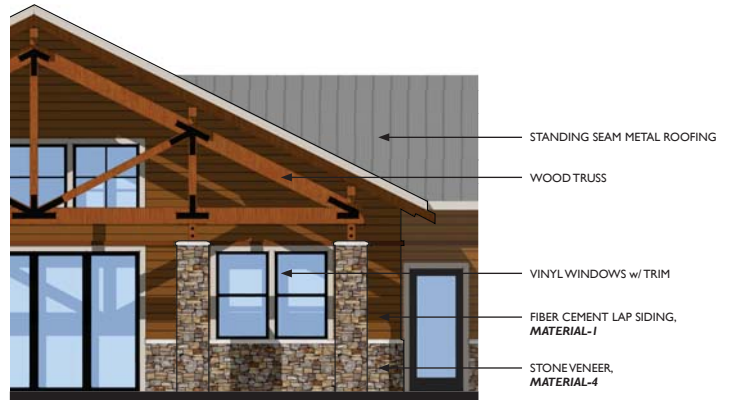
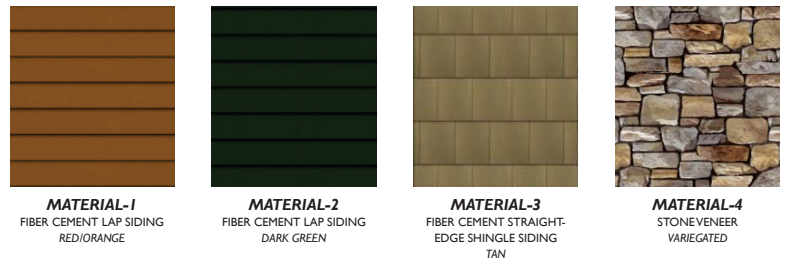
16'-9"  
AVG. HT.



4 CLUBHOUSE - WEST ELEVATION



ENLARGED ELEVATION - TYPICAL BUILDING



ENLARGED ELEVATION - CLUBHOUSE



# Agenda Item

November 12, 2019

To: Honorable Mayor and City Council through City Administrator  
From: Chris Kerr, Community Development Director *ck*  
Subject: **Call-Up Briefing: Planning Commission Approval of a Modification to Conditions of Approval for Salem Health Clinic at 105 N. Arney Rd (MOC 2019-01)**

## **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:**

In June 2018, the Planning Commission approved development of a 2-story health clinic on the subject property. Separately, a building permit was issued for a temporary modular clinic that would be operational until construction of the permanent clinic was completed. A condition of approval for the permanent clinic requires the temporary clinic to be removed prior to issuance of Certificate of Occupancy.

The requested proposal is to modify the condition mentioned above to keep the temporary clinic open until the permanent clinic opens to provide an adequate transition period for shifting employees and patients into the new building. Following the opening of the permanent clinic, the temporary clinic will be removed and site improvements will be completed in accordance with the approved plans. On October 24, 2019, the Planning Commission held a public hearing and unanimously approved a Modification to Conditions of Approval application.

The applicant testified in support of their proposal, no other parties testified.

---

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





# Agenda Item

November 12, 2019

To: Honorable Mayor and City Council through City Administrator

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

Subject: **Call-Up Briefing: Planning Commission Approval of Conditional Use, Design Review, Street Exception, and Variance Applications for Heritage Elementary School at 440 Parr Rd (CU 2019-02, DR 2019-02, EXCP 2019-02, & VAR 2019-01)**

## **RECOMMENDATION:**

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

## **BACKGROUND:**

The Planning Commission held a public hearing on October 24, 2019 and unanimously approved the Conditional Use, Design Review, Street Exception, and Variance (Type III) with the conditions recommended by staff through the staff report published October 3 – except that the Commission modified select conditions per the applicant’s testimony submitted the date of the hearing as a memo, “Requested Modifications to Conditions of Approval for Nellie Muir Elementary School Improvements”.

The modified conditions:

- Allow exterior wall-mounted lights to be up to 18 feet (ft) high instead of 15 ft. (Condition C5)
- Defer off-site improvement of the pedestrian crossing along the west leg of the intersection of Parr and Harvest Way to be compliant with the Americans with Disabilities Act (ADA). (This is the nearest intersection east of the school.) (C7)
- Defer public utility easements (PUEs) dedications until building permit final inspection, which is essentially the same time as certificate of occupancy

(C of O), later than building permit issuance as the recommended conditions had stated. (D2)

- Allow lenient measure of the WDO 3.05.03E requirement that bicycle parking be within 50 ft of a main entrance by allowing it to be measured from the covered walkway that extends from the main entrance. (D4)
- Defer right-of-way (ROW) and roadside public utility easement (PUE) dedications and construction of street improvements until building permit final inspection, which is essentially the same time as certificate of occupancy (C of O), later than building permit issuance as the recommended conditions had stated. Deferral includes upgrading the existing sidewalk to be ADA-compliant and, following closure of middle driveway W3, replacement with curbing, sidewalk, and a street tree. (Condition EX1)

No parties testified in opposition to the proposal.

The proposal by Woodburn School District 103 is about partial site redevelopment including campus expansion through addition/expansion of the south rear annex outbuilding, removal of several modular buildings, restoration and upgrade of east side staff parking Lot C, and modifications to the north front visitor parking area and drop-off / pick-up drive aisle at Heritage Elementary School (E.S.) on Tax Lot 052W13 00500 in the Public and Semi-Public (P/SP) zoning district.



## Agenda Item

November 12, 2019

To: Honorable Mayor and City Council through City Administrator

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

Subject: **Call-Up Briefing: Planning Commission Approval of Conditional Use, Design Review, Street Exception, and Variance Applications for Lincoln Elementary School at 965 & 1041 N. Boones Ferry Rd (CU 2019-06, DR 2019-08, EXCP 2019-04, & VAR 2019-06)**

### **RECOMMENDATION:**

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

### **BACKGROUND:**

The Planning Commission held a public hearing on October 24, 2019 and unanimously approved the Conditional Use, Design Review, Street Exception, and Variance (Type III) with the conditions recommended by staff through the staff report published October 16 – except that the Commission modified select conditions per the applicant’s testimony submitted the date of the hearing as a memo, “Requested Modifications to Conditions of Approval for Nellie Muir Elementary School Improvements”.

The modified conditions defer the following items until building permit final inspection, which is essentially the same time as certificate of occupancy (C of O), later than building permit issuance as the recommended conditions had stated:

- Improvements to bring handicap parking stalls and sidewalk crossings of driveways into compliance with the Americans with Disabilities Act (ADA). (Condition C1)

- Right-of-way (ROW) and roadside public utility easement (PUE) dedications (D3)
- Cross-site public utility easements (PUEs) dedications. (D4)
- Street improvements, namely repairing broken sidewalk, upgrading sidewalk crossings of driveways to be ADA-compliant, and planting trees and shrubbery in existing planter strips.

No parties testified in opposition to the proposal.

The proposal by Woodburn School District 103 is about partial site redevelopment including campus expansion through west rear addition/expansion, removal of several modular buildings, and partial upgrade of east front visitor parking area and drop-off / pick-up aisle at Lincoln Elementary School (E.S.) on Tax Lot 051W07BD 02300 in the Public and Semi-Public (P/SP) zoning district.

The request was for partial site redevelopment including campus expansion through west rear addition/expansion, removal of several modular buildings, partial upgrade of east front visitor parking area and drop-off / pick-up aisle. The subject property is in the Public and Semi-Public (P/SP) zoning district.