

COUNCIL MEETING MINUTES

SEPTEMBER 27, 2021

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 27, 2021

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

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present- Absent
Councilor Cornwell	Present- via video conferencing
Councilor Schaub	Present - via video conferencing
Councilor Swanson	Present- Absent
Councilor Puente	Present- via video conferencing
Councilor Cabrales	Present- via video conferencing

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Acting Police Chief Pilcher, Community Development Director Kerr, Economic Development Director Johnk, Human Resources Director Gregg, Public Works Projects and Engineering Director Liljequist, PW Operations Director Stultz, Finance Director Turley, Community Services Director Cuomo, Public Affairs and Communications Coordinator Moore, Community Relations Manager Guerrero, Library Manager Jansen, City Recorder Pierson

PRESENTATION

Amazon Construction Project – Community Development Kerr provided an update on the Amazon project timeframe and a summary of the planning work that went into it.

COVID-19 Update – Community Services Director Cuomo provided updated information on COVID-19 in Woodburn.

CONSENT AGENDA

- A. Woodburn City Council minutes of September 13, 2021,
- B. Municipal Judge Pro Tem Appointment,
- C. Crime Statistics through August 2021.

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

WOODBURN 50/50 SIDEWALK REPAIR PROGRAM

Economic Development Director Johnk provided a staff report. Councilors asked questions and provided feedback.

Mid-Willamette Valley Council of Governments Redistricting Services

City Recorder Pierson provided a staff report. There was a consensus of the City Council to have the Mid-Willamette Valley Council of Governments provide redistricting services to include a work session and a presentation to City Council on the recommended reapportionments.

CITY ADMINISTRATOR'S REPORT

City Administrator Derickson introduced the new library manager, Mike Jansen.

COUNCIL MEETING MINUTES
SEPTEMBER 27, 2021

MAYOR AND COUNCIL REPORTS

Mayor Swenson thanked the City for its work on Mexican Independence day and Hispanic Heritage month celebration.

EXECUTIVE SESSION

Mayor Swenson entertained a motion to adjourn into executive session under the authority of ORS 192.660 (2)(h) and ORS 192.660 (2)(f). **Cabrales/Schaub**... move into executive session. The motion passed unanimously. The Council adjourned into executive session at 8:31 p.m. and reconvened at 8:53 p.m. and Mayor Swenson stated that no action was taken by the Council while in executive session.

ADJOURNMENT

Schaub/Puente ... meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 8:53 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

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

**EXECUTIVE SESSION
COUNCIL MEETING MINUTES
SEPTEMBER 27, 2021**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 27, 2021

CONVENED The meeting convened at 8:31 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Absent
Councilor Cornwell	Present- via video conferencing
Councilor Schaub	Present- via video conferencing
Councilor Swanson	Absent
Councilor Puente	Present- via video conferencing
Councilor Cabrales	Present- via video conferencing

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

Media Present: None.

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Operations Director Stultz, Community Development Director Kerr, Acting Police Chief Pilcher, City Recorder Pierson

The executive session was called:

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

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

ADJOURNMENT

The executive session adjourned at 8:53 p.m.

APPROVED _____
Eric Swenson, Mayor

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



Agenda Item

October 11, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Purchase and Acceptance of a Statutory Warranty Deed for Right-of-Way Dedication at 1621 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 051W07CC05000)**

RECOMMENDATION:

Authorize the purchase and acceptance of a Right-of-Way dedication granted by John Paul & Jessica Bustamante, property owners of the property located at 1621 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 051W07CC05000).

BACKGROUND:

In order to construct the W. Hayes Street Improvements, a 10-foot wide right-of-way dedication along the frontage of 1621 W. Hayes Street is required. The value of the right-of-way dedication was proportionately determined from the latest land value information provided by the Marion County Assessor's property records.

DISCUSSION:

The 10-foot wide Right-of-Way dedication is located along the property frontage, adjacent to W. Hayes Street. The acquisition of this right-of-way will allow completion of the W. Hayes Street Improvements Project.

FINANCIAL IMPACT:

The cost to the City for the Right-of-Way Dedication is \$9,721.00 and will be taken from the approved W. Hayes Street Improvements Project budget.

ATTACHMENTS

A Copy of the Statutory Warranty Deed document is included in Exhibit "A" and Exhibit "B".

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

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

John Paul Bustamante and Jessica Bustamante, Grantors, 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: See attached Exhibit A and Exhibit B

Exceptions: none

The true and whole consideration for this conveyance is \$9,721.00.

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 1st day of October, 2021.

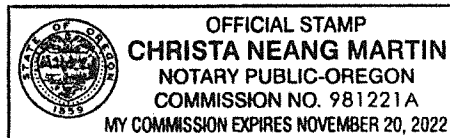
Signed: [Signature]
GRANTOR

[Signature]
GRANTOR

STATE OF OREGON)
) ss
County of Marion)

This instrument was acknowledged before me on October 1st, 2021, by
John and Jessica Bustamante

By: [Signature]
Notary Public for Oregon
My Commission Expires: 11/20/22



City of Woodburn
270 Montgomery Street
Woodburn, OR 97071

(Grantee's Name and Address)

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

City Recorder:

Heather Pierson

DESCRIPTION OF LAND TO BE DEEDED TO THE CITY OF WOODBURN, OREGON:

EXHIBIT A

City of Woodburn
Right of Way Dedication
SEPTEMBER 7, 2020

RIGHT OF WAY DEDICATION

A parcel of land lying in the SW 1/4 of the SW 1/4 of Section 7, Township 5 South, Range 1 West, W.M., Marion County, Oregon and being a portion of that property described in that Statutory Warranty Deed to David A., and Edwina C. N. Dickerson, recorded August 31, 1998 on Reel 1519, Page 701, Marion County Records; the said parcel being that portion of said property included in a strip of land lying on the North side of the center line of West Hayes Street, which center line is described as follows:

Beginning at the center line intersection of Cascade Drive and West Hayes Street at Engineer's center line Station 13+36.84, said station being the southwest corner of the George Leasure D.L.C. No 78; Thence South 86°56'07" East, 2,603.38 feet to the center line intersection of Settlemier Street and West Hayes Street at Engineer's Station 39+40.22.

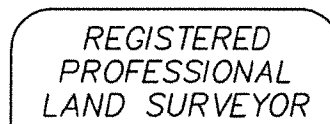
Center line Stationing is based upon Survey 39225, Marion County Survey Records.

The said strip of land lays South of the following described line:

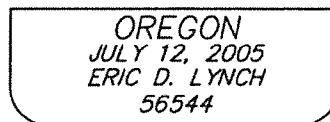
Station	to	Station	Width on North Side of Center Line
23+00.00		24+00.00	30.00'

This description contains 767 Square Feet, more or less.

Except that portion laying within the existing right of way of West Hayes Street.

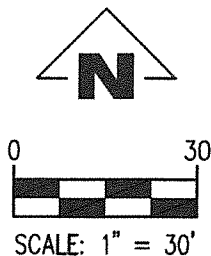
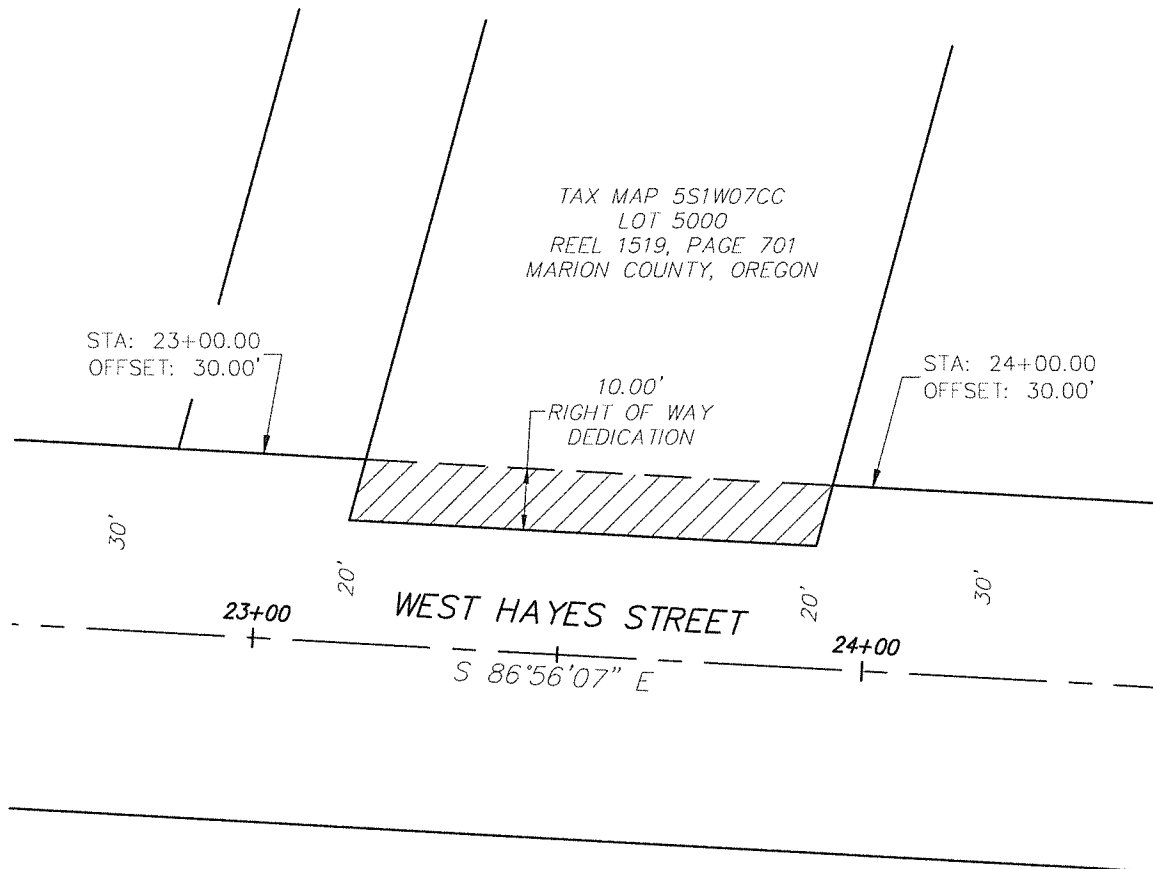



Eric D. Lynch



EXPIRES 12-31-20

DIAGRAM OF LAND TO BE DEEDED TO THE CITY OF WOODBURN, OREGON:



 RIGHT OF WAY DEDICATION
767 SQ. FT. +/-

BASIS OF BEARINGS AND CENTER LINE STATIONING IS PER SURVEY 39225, MARION COUNTY SURVEY RECORDS.

PROJECT NO. 0492-016
ORIG. DATE: 9/8/2020
DRAWN BY: EDL
SHEET No. 2 OF 2

EXHIBIT "B"
RIGHT OF WAY DEDICATION
CITY OF WOODBURN
WOODBURN, OREGON

EMERIO
Design
6445 SW FALLBROOK PLACE, SUITE 100
BEAVERTON, OREGON 97008
TEL: (503) 515-5528
FAX: (503) 639-9592
www.emeriodesign.com



Agenda Item

October 11, 2021

TO: Honorable Mayor and City Council

From: Scott Derickson, City Administrator

SUBJECT: **Appointment of Police Chief**

*Pursuant to Section (C) 3 Powers and Duties of the City Charter, which states:
"The powers and duties of the administrator shall be as follows: He or she shall
appoint and may remove a City Recorder, Police Chief, Fire Chief, Director of
Finance, Director of Public Works, Library Director and Director of Recreation
and Parks. Such appointment or removal shall be with the consent of the
council..."*

Consequently, I am submitting Marty Pilcher for Council's consent for the
position of Police Chief. The approval of this applicant can be achieved with a
Council motion and second.

CITY OF WOODBURN
Community Development Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: October 1, 2021

To: Chris Kerr, Community Development Director

From: Melissa Gitt, Building Official

Subject: Building Activity for September 2021

	2019		2020		2021	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	0	\$0	0	\$0	14	\$3,658,708
Multi-Family Residential	0	\$0	0	\$0	1	\$2,841,215
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	4	\$247,214	4	\$56,540	0	\$0
Industrial	0	\$0	0	\$0	0	\$0
Commercial	3	\$27,708	4	\$331,300	6	\$1,386,821
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	1	\$33,000	0	\$0	0	\$0
TOTALS	8	\$307,922	8	\$387,840	21	\$7,886,744
Fiscal Year to Date (July 1 – June 30)		\$2,895,563		\$6,432,046		\$30,169,155

- Totals based off of permit valuation



Agenda Item

October 11, 2021

TO: Honorable Mayor and City Council through the City Administrator

FROM: Scott Derickson, City Administrator

SUBJECT: **American Rescue Plan Act Project Funding**

RECOMMENDATION:

Authorize the City Administrator to implement a plan for spending the City's American Rescue Plan Act allocation, according to the included project list.

BACKGROUND:

In March of 2021, congress passed and the President signed into law the American Rescue Plan Act (ARPA), which allocates \$1.9 trillion toward COVID-19 relief and economic recovery. This legislation included a provision to allocate \$350 billion to state and local fiscal recovery to offset the impact of COVID-19 in local communities. Every Tribal, state, county and city government in the country will receive a share of this funding, allocated according to population. As with other cities under 50,000 in population, Woodburn will receive its allocation as a pass-through from the state of Oregon.

Funds may be used for eligible purposes, retroactive to March 3, 2021 but must be spent by December 31, 2024. An exception is permitted for projects that are encumbered (i.e. a construction contract is awarded) by December 31, 2024. In that case, funds can be spent after December 31, 2024, but no later than December 31, 2026. Funds not spent by these deadlines must be returned to the US Treasury.

Woodburn's total share of ARPA funding is \$5,832,344.34, which will be distributed in two payments. The first payment of \$2,916,172.17 was received on August 23, 2021, and the second payment of the same amount is anticipated to be received in August of 2022.

These revenues are included in the adopted FY 2021/22 budget. However, the expenditure of these funds was not included in the budget, as the City Council has not yet approved an ARPA expenditure plan.

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

DISCUSSION/ FINANCIAL IMPACT:

In May 2021, the US Treasury issued guidance related to authorized expenditures and reporting requirements. The guidance identifies the following categories of eligible expenditures:

- **Supporting public health expenditures.** Funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, and certain public health and safety staff. Eligible services to address the behavioral healthcare needs exacerbated by the pandemic, include mental health, substance abuse, crisis intervention, and outreach to promote access to health and social services. *Proposed Woodburn Projects Include:*
 - \$13,000 for the purchase and installation of MERV-13 air filters in City buildings.
 - \$18,000 for the new City Communications Mobile App. The app is an important tool for providing important information to residents in a timely manner.
- **Addressing negative economic impacts caused by the public health emergency.** Intended to mitigate the economic harms to workers, households, small businesses, impacted industries, and the public sector, this category authorizes expenditures for delivering assistance to workers and families, supporting small businesses, speeding the recovery of the tourism, travel and hospitality sectors, and rebuilding public sector capacity by rehiring public sector employees. *Proposed Woodburn Projects Include:*

Economic Support for Small Businesses/ Non-profits

- \$8,000 for a consultant to prepare an organizational assessment, feasibility study and business plan for Love INC.
- \$500,000 to AWARE Food Bank for assistance in rebuilding their facility in the aftermath of the fire.
- \$65,000 for a business assistance program. This will provide business recovery funding and support the marketing of Woodburn businesses, as well as funding support to the North Marion Employment Hub.
- \$120,000 (\$40,000 annually for 3-years) to open a Liberty House branch office in Woodburn. Liberty House is a child abuse assessment center servicing Marion and Polk counties. With an office in Woodburn's Family Resource Center, Liberty House will be able to more effectively provide vital services to Woodburn's youth.

- \$30,000 to create a Houseless Persons Response Team. The funding will be provided to an appropriate non-profit to conduct outreach activities to houseless individuals in Woodburn, in order to facilitate access to much needed social, mental health, medical and housing resources.

Economic Support for Individuals

- \$171,000 (\$57,000 annually) to fund a transit commuter service to provide transportation to workers from the Woodburn Memorial Transit Facility to the City's employment centers located west of I-5. This service is anticipated to begin in July 2022 and will provide an important connection with the Keizer – Woodburn – Wilsonville commuter service that the Salem Keizer Area Mass Transit District is beginning in early 2022.
- \$40,000 to provide scholarships for individuals & families to access the City's recreation and aquatic center programs.
- \$30,000 to paint the exterior and install signage at the Family Resource Center.
- \$100,000 to fund the City's Utility Assistance Program (\$25,000 annually).
- \$25,000 to create a COVID-19 leave bank. The bank will provide City employees with paid leave when they are required to quarantine, as a result of a positive COVID-19 test or confirmed exposure. The leave will be provided retroactively to July 1, 2021, which is when the City's previous paid COVID-19 leave program expired.

Economic Support for Industry/ Tourism

- \$75,000 to update the Parks & Recreation Master Plan. The total cost of the project is anticipated to be \$150,000, with the balance provided by the Parks SDC Fund.
- \$75,000 for a mobile tourism kiosk and to fund a tourism marketing program. The marketing program will support the North Marion Tourism Collaborative with an enhanced website and the development and support of projects designed to encourage the recovery of tourism partners.
- \$100,000 for the Museum Interior Renovation Project. This work will finalize the last phase of renovations, allowing the space to be open and used by the public for educational and entertainment gatherings.

- \$1,750,000 for the Legion Park project. The remaining funding for the project will include \$1,750,000 in Parks System Development Charges and \$1,000,000 from the state of Oregon.
- \$478,000 for City events that promote tourism, such as the Fiesta Mexicana, Taste of Woodburn, 4th of July Celebration, and Music in the Park.

Rebuilding Public Sector Capacity by Rehiring Employees

- \$1,924,000 to rehire employees who were laid off at the beginning of the COVID-19 Pandemic. Affected individuals were primarily Aquatics, Recreation, Library and Transit employees.
- **Serving the hardest hit communities.** Intended to serve the hardest hit communities and families, expenditures in this category are authorized to address health disparities and the social determinants of health, invest in housing and neighborhoods, address educational disparities, and promote healthy childhood environments. Expenditures in this category must be made within a Qualified Census Tract or to other populations, households or geographic areas disproportionately impacted by the pandemic. Given the fact that Woodburn only has one Qualifying Census Tract which covers a limited portion of the City, no projects are proposed for this category.
- **Replacing lost public sector revenue.** To provide government services to the extent of the reduction in revenue experienced due to the pandemic. No projects are proposed for this category.
- **Providing premium pay for essential workers.** Offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors, such as healthcare, sanitation and transit. The rule prioritizes premium pay for lower income workers by limiting premium pay such that eligible workers' pay does not exceed 150% of the state or county average. Due to the limited numbers of employees that would qualify, no projects are proposed for this category.
- **Investing in water, sewer, and broadband infrastructure.** Making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet. No projects are proposed for this category.

US Treasury guidance specifically prohibits the expenditure of ARPA funds on the following:

- Reducing taxes by legislation, regulation or administration
- Deposits into pension funds
- Payments of outstanding debt or costs associated with issuing new debt
- Payments of settlements or judgments
- Replenishing rainy day funds

The Proposed ARPA Project Plan was prepared in compliance with US Treasury rules. If approved by the City Council, staff will prepare a supplemental budget for the expenditure of items anticipated to occur during the current fiscal year. The supplemental budget will be presented to the City Council during a public hearing during the October 25, 2021 meeting.

After allocating funds to the projects listed above, an unappropriated contingency of \$307,344.34 remains. The City has until December 31, 2024 to spend its allocated funds. The unappropriated contingency provides the City Council with the flexibility to respond to community needs that emerge in the near future.

Proposed ARPA Project List

Supporting Public Health Expenditures

MERV-13 filters	\$	16,000.00	
City Communication Application	\$	18,000.00	
	\$		34,000.00

Addressing Negative Economic Impacts Caused by the Public Health Crisis

Economic Support for Small Business/Non Profit

Love Inc. Organizational Support	\$	8,000.00	
Aware Food Bank	\$	500,000.00	
Business Assistance Program	\$	65,000.00	
Liberty House	\$	120,000.00	
Houseless Persons Response Team	\$	30,000.00	
	\$		723,000.00

Economic Support for Individuals

Transit Commuter Service ☐	\$	171,000.00	
Recreation/ Aquatics Scholarships	\$	40,000.00	
Family Resource Center Sign/Ext. Paint	\$	30,000.00	
Utility Assistance	\$	100,000.00	
Covid Leave Bank	\$	25,000.00	
	\$		366,000.00

Economic Support for Industry/Tourism

Parks and Recreation Master Plan Update	\$	75,000.00	
Tourism Kiosk/Marketing program	\$	75,000.00	
Museum Project (Theater Rehab)	\$	100,000.00	
Legion Park Upgrades	\$	1,750,000.00	
Events: ie, Fiesta Mexicana, Music in the Park, 4th of July, Taste of Woodburn	\$	478,000.00	
	\$		2,478,000.00

Rebuilding Public Sector Capacity

Rehiring Laid Off Employees	\$		1,924,000.00
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Other

Contingency held for future projects	\$		307,344.34
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Total Allocation	\$		5,832,344.34
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October 11, 2021

TO: Mayor and City Council

FROM: Scott Derickson, City Administrator
Jamie Johnk, Economic Development Director

SUBJECT: **Woodburn 50/50 Sidewalk Repair Program**

RECOMMENDATION:

Authorize staff to proceed with offering the Woodburn 50/50 Sidewalk Repair Program to Woodburn residents and businesses and begin receiving and approving applications.

BACKGROUND:

At the September 27, 2021 City Council meeting, staff presented the 50/50 Sidewalk Repair Program guidelines and requested input on the program. Council requested that staff prepare the final Program application and guidelines for the next Council meeting.

DISCUSSION:

The City of Woodburn recognizes the need to maintain sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. Woodburn loves its mature street trees throughout the city and strives to protect them; however, tree roots can cause significant damage to the sidewalk.

Woodburn City Ordinance 1917 (see *attached*) identifies that the property owners are responsible for the maintenance and repair of damaged sidewalks adjacent to their property whether due to tree roots or general wear and aged concrete. Considering this requirement, staff has developed the Woodburn 50/50 Sidewalk Repair Program to assist with the financial burden public policies place upon property owners and is requesting City Council grant authorization to proceed.

FINANCIAL IMPACT:

Funds have been budgeted in FY 2021-2022 in Woodburn Urban Renewal Program in the amount of \$75,000 and the General Fund of \$75,000.

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



50/50 Sidewalk Repair Program

Application Packet

Program Background:

The City of Woodburn recognizes the need to maintain sidewalks within the city is necessary to protect the health, safety, and welfare of residents and visitors. Woodburn loves its mature street trees throughout the city and strives to protect them; however, tree roots can cause significant damage to sidewalks.

Woodburn City Ordinance 1917 (*see attached*) identifies that the property owners are responsible for the maintenance and repair of damaged sidewalks adjacent to their property whether due to tree roots or general wear and aged concrete. Considering this requirement, the city has developed the Woodburn 50/50 Sidewalk Repair Program to assist with the financial burden public policies placed upon property owners.

Eligibility:

1. Applications will only be considered for repair of sidewalks along public streets as approved by the Public Works and Planning Departments.
2. Property-owners may only apply for one reimbursement for one property in a calendar year.
3. Applications must be received and approved by the City before the work begins.
4. Reimbursement requests will not be considered for work that is underway or has been completed prior to application approval.
5. Residential and commercial applications are eligible.
6. Property owners must obtain three (3) competitive bids from qualified contractors for sidewalk repairs. Bids must accompany the application upon submission.
7. Work must be completed within 90 days of application approval. If this deadline is not able to be met, applicant may apply for a one-time extension as determined by the City. Applicant must contact the City at least 14 days prior to the deadline if additional time is needed.

Use of Funds:

1. Funds may only be used for the repair or replacement of existing sidewalks that have been damaged by the roots of street trees, general wear, or aged concrete, as approved by the Public Works and Planning Departments through the applicable process.
2. Property-owners are responsible for obtaining a Woodburn Right-of-Way Permit and comply with the conditions set forth in the permit for projects that require sidewalk repair.
3. Property owners must hire a licensed, bonded, qualified contractor for sidewalk repairs. Contractor must be one of the three bids submitted at the time of application.
4. The maximum reimbursement will be 50% of the lowest bid or 50% of the final invoice, whichever is less.
5. Maximum funds that will be reimbursed through this program is 50% of the project cost up to \$2,500 per application.

6. All program awards will be made on a first-come, first-served basis, subject to the availability of funds in the approved program budget. Once the budgeted funds have been expended, no further applications will be approved in the funding cycle.
7. The lack of sufficient funds to cover the number of applications received by the City in any given fiscal year will not excuse the property-owner from the responsibility of maintaining the sidewalks adjoining their property, in a safe condition nor create any liability to the City for any unsafe sidewalks.

Application Process:

1. Prior to work getting underway - property-owner submits application along with three (3) competitive bids.

Applications should be emailed to jamie.johnk@ci.Woodburn.or.us or mailed to Woodburn City Hall, Attn: Jamie Johnk, Economic Development Department, 270 Montgomery Street, Woodburn, OR 97071.

2. City confirms applicant eligibility. If eligibility requirements are met, application will be reviewed and approval recommendations made.

Upon verification of the damage to the sidewalk and the Woodburn 50/50 Sidewalk Repair Program application is deemed complete, city staff will review and make recommendation of approval, subject to fund availability. The Applicant will be notified once the application is approved, when work may proceed. Completed right-of-way permit and three (3) written contractor bids must accompany the Woodburn 50/50 Sidewalk Repair Application. The work must then be completed within 90 days. If the work is unable to be completed within the 90 days due to unforeseen circumstances, the applicant may request a one-time extension as determined by the City. Applicant must contact the City at least 14 days prior to the deadline should additional time be needed.

3. Work completion. Property-owner pays contractor and submits Reimbursement Request with final invoice.

After the work has been completed, the property owner must submit the actual itemized invoice from the contractor along with a signed and completed Woodburn 50/50 Sidewalk Repair Reimbursement Request form. Upon approval that the work completed, as inspected by the City Engineering Department and that it meets city and ADA Standards, reimbursement will be made in the amount of 50% of the final invoice or 50% of the lowest bid submitted with the application, in a maximum amount not to exceed \$2,500.



WOODBURN 50/50 SIDEWALK REPAIR PROGRAM APPLICATION

Property Owner/Applicant Name: _____

Property Address: _____

Phone Number: _____ Email Address: _____

Project Location Address: _____

Size of Project (*square feet*): _____ Estimated Cost: \$ _____

Project Description: _____

Bids Received:

Company: _____ \$ _____

Company: _____ \$ _____

Company: _____ \$ _____

Certification:

By signing this application, I certify that, 1) I am the legal owner of the property where the proposed sidewalk repair project will take place; 2) that all the information on this application and accompanying material is true and accurate to the best of my knowledge. If awarded funds, I agree to comply with all the rules and conditions set forth in the application packet and on the permit forms.

Signature: _____ Date: _____

Printed Name: _____

Applications may be emailed to jamie.johnk@ci.Woodburn.or.us or mailed or dropped off at Woodburn City Hall Attn: Jamie Johnk, Economic Development Department, 270 Montgomery Street, Woodburn, OR 97071.

For Additional Information Contact:

Jamie Johnk, Economic Development Director

Email: Jamie.johnk@ci.woodburn.or.us

Phone: 503-980-6319

October 11, 2021

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator

SUBJECT: **Mid-Willamette Valley Council of Governments Redistricting Services Agreement**

RECOMMENDATION:

Authorize the City Administrator to execute an agreement with the Mid-Willamette Valley Council of Governments (MWVCOG) to update Woodburn's Councilor Ward Boundaries, according to the established reapportionment criteria, and to develop boundary options in an amount not to exceed \$8,500.

BACKGROUND:

Each City that elects City Councilors on the basis of ward representation is required to examine and, if necessary, modify ward boundaries within the same year the results of the decennial census are released. Chapter III – Form of Government, Section 7 of the Woodburn City Charter states: *"the Council shall be composed of six councilors. The City shall be apportioned into six wards for nomination and election of councilors. The Council of Woodburn shall alter the ward boundaries to maintain an equal population distribution not less than once every ten years."*

DISCUSSION:

Census data for the 2020 decennial census are received, and the City is required to update ward boundaries as appropriate. The attached agreement summarizes the services MWVCOG will provide to the City during the reapportionment process including the development of multiple alternatives to be considered by the City Council.

To provide the MWVCOG adequate guidance, the City Council must establish the reapportionment criteria. Per the Oregon Secretary of State's redistricting

directive #2021-1 dated September 9, 2021, the following criteria will be used in the redistricting process:

Each district or precinct, as nearly as practicable, shall:

- Be contiguous;*
- Utilize existing geographic or political boundaries;*
- Not divide communities of common interest; and*
- Be connected by transportation links.*
- For districts, be of equal population*
- No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.*
- No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.*
- Districts should be drawn, to the greatest extent practicable, considering newly drawn legislative and congressional district boundaries as well as the boundaries of neighboring jurisdictions.*

It is recommended that each incumbent's residence should be retained within the same ward number.

The MWVCOG agreement includes a work session with the City Council and a presentation at a City Council meeting where they will present their recommended reapportionment for Council consideration.

FINANCIAL IMPACT:

The MWVCOG agreement is in an amount not to exceed \$8,500.

Attachments

- Mid-Willamette Valley Council of Governments Agreement
- Secretary of State Directive # 2021-1

INTERGOVERNMENTAL AGREEMENT
Between
THE CITY OF WOODBURN, OREGON
and
MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS

1. PARTIES TO AGREEMENT

This Agreement is made and entered into this ____ day of ____ 2021 by and between the City of Woodburn, a political subdivision of the state of Oregon, hereafter called City, and the Mid-Willamette Valley Council of Governments, hereafter called Agency, a voluntary intergovernmental association created by charter and Agreement pursuant to ORS 190.010 (Cooperative Agreements), of which City is a member.

2. PURPOSE/STATEMENT OF WORK

The purpose of this Agreement is to establish the terms and conditions under which the Agency will assist the City with redistricting services and support to comply with the directive of the Oregon Office of the Secretary of State Elections Division to meet the requirements of ORS 246.410. These services are further described in Section 5.

3. TERM AND TERMINATION

- 3.1 This Agreement shall be effective for the period of _____, 2021 through June 30, 2022, unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for an additional period by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This agreement may be terminated by mutual consent of both parties at any time or by either party upon 30 days' notice in writing and delivered by mail or in person. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 City may terminate this agreement effective upon delivery of written notice to Agency or at such later date as may be established under any of the following conditions:
 - a. If Agency fails to provide services called for by this agreement within the time specified herein or any extension thereof.
 - b. If Agency fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from City, fails to correct such failure(s) within ten (10) days or such longer period as the City may authorize.

3.5 Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

4. FUNDING AND BILLING

4.1 The total amount paid under this contract shall be \$7,800. Payments under this contract shall be made for service basis based on the agreed to Redistricting Basic Package fee and any Optional Services attached as Exhibits A. Additional redistricting services, GIS, and data-related services may be added if mutually agreed to by City and Agency at a negotiated fee and upon written request by the City. Agency shall submit timesheets and mileage logs as back documentation with invoices submitted for payment.

4.2 Requests for payment shall be submitted to the City upon completion of the project, to the attention of: _____ at the following address: City of Woodburn, _____, Woodburn, OR, 97____.

5. OBLIGATIONS UNDER THE TERMS OF THIS AGREEMENT

5.1 UNDER THE TERMS OF THIS AGREEMENT, AGENCY SHALL:

Provide the following services:

1. Redistricting Basic Package as shown in Exhibit A
2. Optional Services if selected by City on the Redistricting Services Request dated September 27th, 2021, attached as Exhibit A.
3. Other services as requested and approved by City and Agency at a negotiated fee.
4. Notify City of project status on a regular basis, but no less than monthly.
5. Obtain written authorization from City prior to exceeding any agreed upon budgeted amounts.

5.2 UNDER THE TERMS OF THIS AGREEMENT, CITY SHALL:

1. Review and approve any substantial changes to the above services.
2. Designate a key contact person through whom all requests for services will be made and with whom the activities of Agency's GIS Analyst will be coordinated.
3. Provide Agency with a list of any additional prioritized considerations which it directs should be used in addition to required criteria in preparing draft redistricting plans.

6. LIMITED WARRANTY

6.1 Agency warrants only that its initial recommendation will satisfy the prioritized considerations provided by City which shall be based on the Oregon Office of the Secretary of State Elections Division Directive on Redistricting issued on September 9,

2021, in preparing draft reapportionment plans. This warranty is in lieu of all other warranties expressed or implied.

6.2 Agency will rely exclusively on the accuracy and completeness of data furnished by City and shall not be responsible for any errors caused, in whole or in part, by any defect in that information or COG's acceptance thereof.

6.3 City agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the redistricting plans as revised by its Council. The parties expressly recognize that the review process involves political and legal judgments entirely within the control and authority of City. Agency's only obligation is to provide advice from the perspective of data analysis and not legal or political counsel.

7. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the state of Oregon.

8. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

9. HOLD HARMLESS

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

10. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

11. MERGER CLAUSE

Parties concur and agree that this agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or

representations, oral or written, not specified herein regarding this agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

12. NOTICES

Any notice required to be given the Agency or City under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For Agency:
Lesley Hegewald, GIS Coordinator
100 High Street SE, Suite 200
Salem, OR 97301

For City:

_____, OR 97____

SIGNATURES

This agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the Agency and City have, by approval of their respective governing bodies, caused this agreement to be executed by their duly authorized representatives as of the dates set forth below.

Mid-Willamette Valley Council of Governments

Authorized Signature:  Date: 9-30-2021
Executive Director

City of _____

Authorized Signature: _____ Date: _____
Title: _____

Approved as to form:

By _____
City Attorney



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org
T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

City of Woodburn, OR Council Ward Redistricting Project, 2021

Project Scope/Tasks

1. Basic Work Effort: \$5,000
 - Analysis of current representative boundaries
 - Preparation of 3 redistricting plans, including maps and summary data in electronic format
 - One set of plan revisions (additional revisions to be billed at hourly rate of \$99)
 - Production of final map and data tables
 - Data export and transfer to County Clerk(s)
2. Optional Services Requested: \$2,800
 - Virtual council presentation: \$1,400
 - Virtual council work session: \$1,400
3. Additional Services as Requested by City
 - Additional redistricting plans: \$800 each
 - Plan revisions (after first revision): billed at hourly rate of \$99
 - Virtual or in-person meetings: billed at hourly rate of \$99
 - Additional research, analysis, or tasks not outlined above: billed at hourly rate of \$99

Additional work elements must be requested in writing.

Redistricting Criteria

Per the Oregon Secretary of State's redistricting directive #2021-1 dated September 9, 2021, the following criteria will be used in the redistricting process:

Each district or precinct, as nearly as practicable, shall:

- *Be contiguous;*
- *Utilize existing geographic or political boundaries;*
- *Not divide communities of common interest; and*
- *Be connected by transportation links.*
- *For districts, be of equal population*
- *No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.*
- *No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.*

- *Districts should be drawn, to the greatest extent practicable, considering newly drawn legislative and congressional district boundaries as well as the boundaries of neighboring jurisdictions.*

In addition to the criteria set forth by the Secretary of State, the following criteria/policies will be used in the redistricting process:

- Redistricting will be performed using whole Census blocks only (no block splitting).
- Changes or additions to the scope of work of the project must be submitted by Key City Contact person in writing.
- City shall provide MWVCOG with a list of prioritized considerations which should be used in preparing draft reapportionment plans in addition to required criteria.
- Total amount of contract shall not exceed \$8,500 without express written approval from the City Official whose signature appears on the contract executed between the City of Woodburn and MWVCOG.
- MWVCOG will bill City upon completion of the project. City will pay MWVCOG's invoice within 30 days of receipt.



OFFICE OF THE SECRETARY OF STATE

ELECTIONS DIVISION

DIRECTIVE OF THE SECRETARY OF STATE	SUBJECT: Redistricting	DIRECTIVE ISSUED AT THE REQUEST OF: Secretary of State	DATE: September 9, 2021	NO.: 2021-1
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The Secretary of State, in carrying out the duties of the office, is authorized to issue detailed directives when necessary to maintain uniformity in the application, operation and interpretation of Oregon election laws. (ORS 246.110 and 246.120). The information provided below is an official directive of the Secretary of State. ORS 246.120 and 246.410 specify that a county clerk must comply with this directive. ORS 246.410 specifies that a local government or special government body, as defined in ORS 174.116 and 174.117, that fixes electoral district boundaries based on census population figures, must comply with this directive.

In an effort to promote uniform and consistent application of traditional districting principles established by the Oregon Constitution, Oregon statute and court precedent, in the drawing and redrawing of electoral districts and precincts, the Secretary of State issues this directive to each county clerk and to any local government, as defined in ORS 174.116, or special government body, as defined in ORS 174.117, that fixes or modifies electoral district boundaries based on population. More uniform and consistent application of traditional districting principles will assist the efficient and cost-effective administration of elections, reduce the probability of administrative errors and promote easily understandable boundaries for voters, analysts and election officials.

Each county clerk, and any local governments or special government bodies that fix electoral district boundaries based on population, shall consider the following when drawing district or precinct boundaries:

Each district or precinct, as nearly as practicable, shall:

- Be contiguous;
- Utilize existing geographic or political boundaries;
- Not divide communities of common interest; and
- Be connected by transportation links.
- For districts, be of equal population.

No district shall be drawn for the purpose of favoring any political party, incumbent elected official or other person.

No district shall be drawn for the purpose of diluting the voting strength of any language or ethnic minority group.

Each county clerk and any local government, as defined in ORS 174.116, or special government body, as defined in ORS 174.117, that fixes or modifies electoral district boundaries based on population shall, to the greatest extent practicable, consider newly drawn legislative and congressional district boundaries as well as the boundaries of neighboring jurisdictions when drawing districts. When drawing new district boundaries, the Secretary of State recommends close consultation with relevant county clerks for advice on meeting the election administration goals of this directive.

When drawing or altering precinct boundaries, county clerks shall, as nearly as practicable, contain precincts wholly within one state House district and one Congressional district, and must seek to minimize the change to current precincts. County clerks must also, to the extent possible, consider forecasted population trends to reduce the necessity for new precincts prior to the next decennial census. As soon as practicable after creating new precincts or altering existing precinct boundaries, county clerks shall notify the State Elections Division.

The timelines and processes associated with the apportionment of legislative districts is described in Appendix 2 of [*State ex rel Kotek v. Fagan*](#), 367 Or. 803 (2021). The timelines and processes associated with the apportionment of congressional districts is described in Chapter 419, Oregon Laws 2021 ([Enrolled Senate Bill 259](#)). Redistricting shall be completed with enough time for all candidates to file to appear on the ballot for all offices, including new or reapportioned districts. If events necessitate an update to this directive, further information will be provided.

October 11, 2021

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 Variance for I & E Construction at 2215 Progress Way (VAR 21-03)**

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 Woodburn Planning Commission held a public hearing on September 23, 2021 and unanimously approved the application with the conditions recommended by staff through the staff report. No parties testified in opposition to the proposal.

The subject property, 2215 Progress Way, is within the Industrial Park (IP) zoning district and is developed with a construction maintenance facility. The applicant requested a Variance to the 5-foot minimum setback to property lines required for a monument sign, requesting to reduce this minimum setback down to 2.5 feet.

Because the sign is proposed in close proximity to a public water line, staff recommended approval of a 0-foot setback to allow flexibility so the sign can be as far from the water line as possible.

The approved variance reduces the minimum setback to property lines for a monument sign from 5 feet down to 0 feet.