



# Agenda Item

December 8, 2021

TO: City Council

FROM: Eric Swenson, Mayor

SUBJECT: **Committee Appointments**

The following appointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, December 13, 2021. No reply is required if you approve of my decision.

**Woodburn Budget Committee**

Steven Kufeldt  
Elida Sifuentez  
John Reinhardt

**Woodburn Library Board**

Katrina Chatfauros  
Nancy Kirksey  
Cynthia Branger Munoz

**Woodburn Public Art Mural Committee**

Mary Beth Cornwell  
Sharon Corning  
Brenda Valentin-Bravo  
Judy Massaia

**Woodburn Parks and Rec Board**

Kasi Pankey

**Woodburn Tourism Advisory Committee**

Lisa Ellsworth

**Woodburn Planning Commission**

Anabel Hernandez-Mejia

**CITY OF WOODBURN**  
**APPLICATION FOR COMMISSION/COMMITTEE/BOARD MEMBER**



Name: Anabel Hernandez-Mejia			Date: 12.08.2021		
Present Address: 1750 Park Ave. #D-101					
City/State/Zip: Woodburn, OR 97071					
Phones:	Work:	Home:	Cell: 530.953.9658		
Email: anabelhm@fhdc.org					
Years Lived In Woodburn: 2					
Occupation: Resident Leadership Coordinator, FHDC					
Education: BS Marketing & BS Special Events & Tourism - CSU Chico					
Address for Past 5 Years: 4317 Brookfield Ave			2173 Donovan Ave.		
City/State/Zip: Tillamook, OR 97141			Corning, Ca 96021		
Registered Voter: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			Resident of Woodburn: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Commission/Committee/Board Applying For (excluding City Council and Mayor position): <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> Woodburn Budget Committee  <input type="checkbox"/> Woodburn Library Board  <input checked="" type="checkbox"/> Woodburn Planning Commission  <input type="checkbox"/> Woodburn Mural Committee         </div> <div style="width: 48%;"> <input type="checkbox"/> Woodburn Global Inclusion Advisory Committee  <input type="checkbox"/> Woodburn Recreation and Parks Board  <input type="checkbox"/> Other (Specify) _____         </div> </div>					
Why you want to apply: Enjoy being part of my community. From previous experience being involved in my hometown's chamber of commerce, the community is only as great as its actively involved members. From continuing the memorable traditions to bringing innovative twists, it is becoming involved to make those desired differences. In regard to planning, this was a missing piece in my small hometown. At the time, was young and felt without the capacity to build or advocate for a strategic planning committee. Now that the stars align, would like to take up the opportunity.					
What experience/expertise/interest do you have for this group? Have been working with Farmworker Housing Developments Corp. (FHDC) for over 2.5 years although more directly with residents' needs and community building. Community building and involvement are areas of interest as a member and seeing my family's future in it. In similar manner, working with the families that I do, am aware with some of the community needs. Am able to understand multiple points of view and find middle ground within reason.					

**When you apply, it is understood that you will be volunteering to attend all meetings and to actively participate. Commissions/Committees/Boards generally meet once monthly during the evening hours. Some groups may meet more often, if necessary. THIS FORM IS NOT AN APPLICATION FOR A CITY COUNCIL OR MAYOR POSITION.**

A resume may be attached to this application but is not required.

*For City Use Only*

Dated Received: _____  Mayor's Decision: _____
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# **COUNCIL MEETING MINUTES**

## **NOVEMBER 8, 2021**

**DATE** COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, NOVEMBER 8, 2021

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

### **ROLL CALL**

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

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Police Chief Pilcher, Community Development Director Kerr, Economic Development Director Johnk, Human Resources Director Gregg, Public Works Projects and Engineering Director Liljequist, Public Works Operations Director Stultz, Finance Director Turley, Public Affairs and Communications Coordinator Moore, Economic Development Specialist Setzer-Lemon, City Recorder Pierson

### **ANNOUNCEMENTS**

Mayor Swenson announced the following:

- City Hall, the Library, and Transit Services will be closed on November 11 in observance of Veterans Day. The Aquatic Center will be open normal hours.
- City Hall and the Library will be will be closed November 25 and 26 for the Thanksgiving Holiday. The Aquatic Center will be closed November 25 for the Thanksgiving Holiday. Transit Services will be closed on November 25 for the Thanksgiving Holiday but will be open normal business hours on Friday, November 26.
- The City Council meeting scheduled for November 22, 2021, is cancelled. The next City Council meeting will take place on December 13, 2021, at 7:00 p.m.

### **PRESENTATIONS**

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

Economic Development Director Johnk and Economic Development Specialist Setzer-Lemon provided information on the North Marion County Employment Hub.

### **CONSENT AGENDA**

A. Woodburn City Council minutes of October 25, 2021,

B. Building Activity for October 2021.

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

**COUNCIL BILL NO. 3166 - AN ORDINANCE RELATING TO REAPPORTIONMENT OF WARD BOUNDARIES, REPEALING ORDINANCE 2483, AND DECLARING AN**

# **COUNCIL MEETING MINUTES**

## **NOVEMBER 8, 2021**

### **EMERGENCY**

**Carney** introduced Council Bill No. 3166. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. City Administrator Derickson provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3166 duly passed.

### **COUNCIL BILL NO. 3167– AN ORDINANCE REPEALING ORDINANCE 2237 AS PART OF THE ORDINANCE REVIEW/REVISION PROJECT AND DECLARING AN EMERGENCY**

**Carney** introduced Council Bill No. 3167. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. Assistant City Administrator Row provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3167 duly passed.

### **AWARD OF CONSTRUCTION CONTRACT FOR AQUATIC CENTER DX RECOVERY UNIT REPAIR**

Community Services Director Cuomo provided a staff report. **Carney/Cornwell...** authorize the City Administrator to enter into a Professional Services Agreement with Envisie Inc. for the Aquatic Center DX Recovery Unit Repair in the amount of \$113,392.00. The motion passed unanimously.

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

City Administrator Derickson reported the following:

- The dog park at Senior Estates will be discussed at the next Park Board Meeting and Karen Linton who brought the item to the City Council will attend that Park Board meeting to participate in the discussion of an off leash area.
- Front Street trees damaged during ice storm are currently being removed and are scheduled to be replaced with healthy trees. Public Works Operations Director Stultz provided information on the trees to be removed and noted that they hope to have the trees replaced with smaller trees in early spring. He added that some of the trees are being removed as their roots are causing hazards on the sidewalks.
- Working through some glitches on the Sidewalk Improvement Plan in regards to ADA standards and the additional costs associated with that.

### **MAYOR AND COUNCIL REPORTS**

Councilor Cornwell noted that Trunk or Treat was a great success and hopes it can continue in the future.

Councilor Schaub stated that she was excited to hear about the dog park for Senior Estates and that Karen Linton did a great job. She added that she had four trick or treaters at her house and wished they had more.

Councilor Cabrales stated that there is a holiday food basket event for seniors 60 and over and anyone that wants to register can let her know.

Councilor Swanson stated that she is collaborating with Gabi at the food bank who is continuing to collaborate to work closely to serve the population that are unsheltered in our area.

Mayor Swenson stated that Trunk or Treat was great and that Chief Pilcher was a great



## COUNCIL MEETING MINUTES NOVEMBER 8, 2021

representative as was Tommy in his dinosaur costume. He reminded Councilors that the groundbreaking ceremony for Amazon will take place on November 16<sup>th</sup> and that the Mayor's Tree Lighting Ceremony will take place on November 28<sup>th</sup> at 5:15 p.m. at the Plaza.

### **EXECUTIVE SESSION**

Mayor Swenson entertained a motion to adjourn into executive session. **Carney/Puente...** move into executive session under the authority of ORS 192.660(2)(i). The motion passed unanimously. The Council adjourned into executive session at 8:30 p.m. and reconvened at 9:14 p.m. Mayor Swenson stated that no action was taken by the Council while in executive session.

**Carney/Cornwell...** direct the Mayor to sign an agreement to the City Administrators Current employment agreement to do the following: number one, increase base salary by 2%; number two, add an additional 40 hours to vacation leave bank. The motion passed unanimously.

**Carney/Schaub...** direct the Mayor to sign an amendment to the City Attorneys current employment agreement to do the following: number one, increase base salary by 2%; number two, add an additional 40 hours to vacation leave bank; and number three, extend the term of the present agreement until December 31, 2023. The motion passed unanimously.

### **ADJOURNMENT**

**Carney/Cornwell...** meeting be adjourned. The motion passed unanimously. The meeting adjourned at 9:16 p.m.

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

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

**EXECUTIVE SESSION  
COUNCIL MEETING MINUTES  
NOVEMBER 8, 2021**

**DATE** COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, NOVEMBER 8, 2021

**CONVENED** The meeting convened at 8:30 p.m. with Mayor Swenson presiding.

**ROLL CALL**

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

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

**Media Present:** None.

**Staff Present:** City Administrator Derickson, City Attorney Shields, City Recorder Pierson

The executive session was called:

To review and evaluate, pursuant to standards, criteria and policy directives adopted by the governing body, the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member unless the person whose performance is being reviewed and evaluated requests an open hearing pursuant to ORS 192.660 (2)(i).

**ADJOURNMENT**

The executive session adjourned at 9:14 p.m.

APPROVED \_\_\_\_\_  
Eric Swenson, Mayor

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

**CITY COUNCIL SPECIAL MEETING MINUTES  
NOVEMBER 18, 2021**

**DATE** COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, NOVEMBER 18, 2021

**CONVENED** The meeting convened at 12:07 p.m. with Mayor Swenson presiding.

**ROLL CALL**

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

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Assistant City Attorney Granum, Executive Legal Assistant Bravo

**EXECUTIVE SESSION**

Mayor Swenson entertained a motion to adjourn into executive session under the authority of ORS 192.660(2)(h) and ORS 192.660(2)(f). **Carney/Swanson...** move into executive session. The motion passed unanimously. The Council adjourned into executive session at 12:07 p.m. and reconvened at 12:27 p.m. Mayor Swenson stated that no action was taken by the Council while in executive session.

**ADJOURNMENT**

**Carney/Swanson...** meeting be adjourned. The motion passed unanimously. The meeting adjourned at 12:27 p.m.

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

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

**EXECUTIVE SESSION  
COUNCIL MEETING MINUTES  
NOVEMBER 18, 2021**

**DATE** COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, NOVEMBER 18, 2021

**CONVENED** The meeting convened at 12:07 p.m. with Mayor Swenson presiding.

**ROLL CALL**

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

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

**Media Present:** None.

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Assistant City Attorney Granum, Executive Legal Assistant Bravo

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 12:27 p.m.

APPROVED \_\_\_\_\_  
Eric Swenson, Mayor

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



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of a Public Utility Easement at 440-450 Parr Road  
(Valor/Heritage Schools), Woodburn, OR 97071 (Tax Lot  
052W1300500)**

### **RECOMMENDATION:**

Accept the dedication of a public utility easement granted by The Woodburn School District, owners of the property located at 440-450 Parr Road, Woodburn, OR 97071 (Tax Lot 052W1300500).

### **BACKGROUND:**

The property owner is required to provide a public utility easement in order to satisfy the conditions of approval of Design Review (CU 2019-02, DR 2019-02, EXCP 2019-02, & VAR 2019-01).

### **DISCUSSION:**

The easement is a 5-foot wide public utility easement located along the northern property boundary limits, adjacent to Parr Road. This public easement provides a permanent easement and right-of-way to construct, reconstruct, operate, and maintain public utilities.

### **FINANCIAL IMPACT:**

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

### **ATTACHMENTS**

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

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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: 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 Utility Easement on the following described land:

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

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

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

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

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

DATED this 1st day of December, 2021.

Woodburn School District

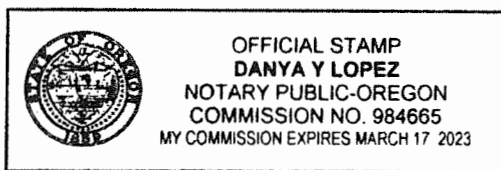
BY: 

Director Of Business

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion ss.

The foregoing instrument was acknowledged before me this 01 day of December 2021 by Sarah Bishop,  
as Director of Business of Woodburn School District a corporation 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 Y Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17, 2023

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

**EXHIBIT A**

**PUBLIC UTILITY EASEMENT**

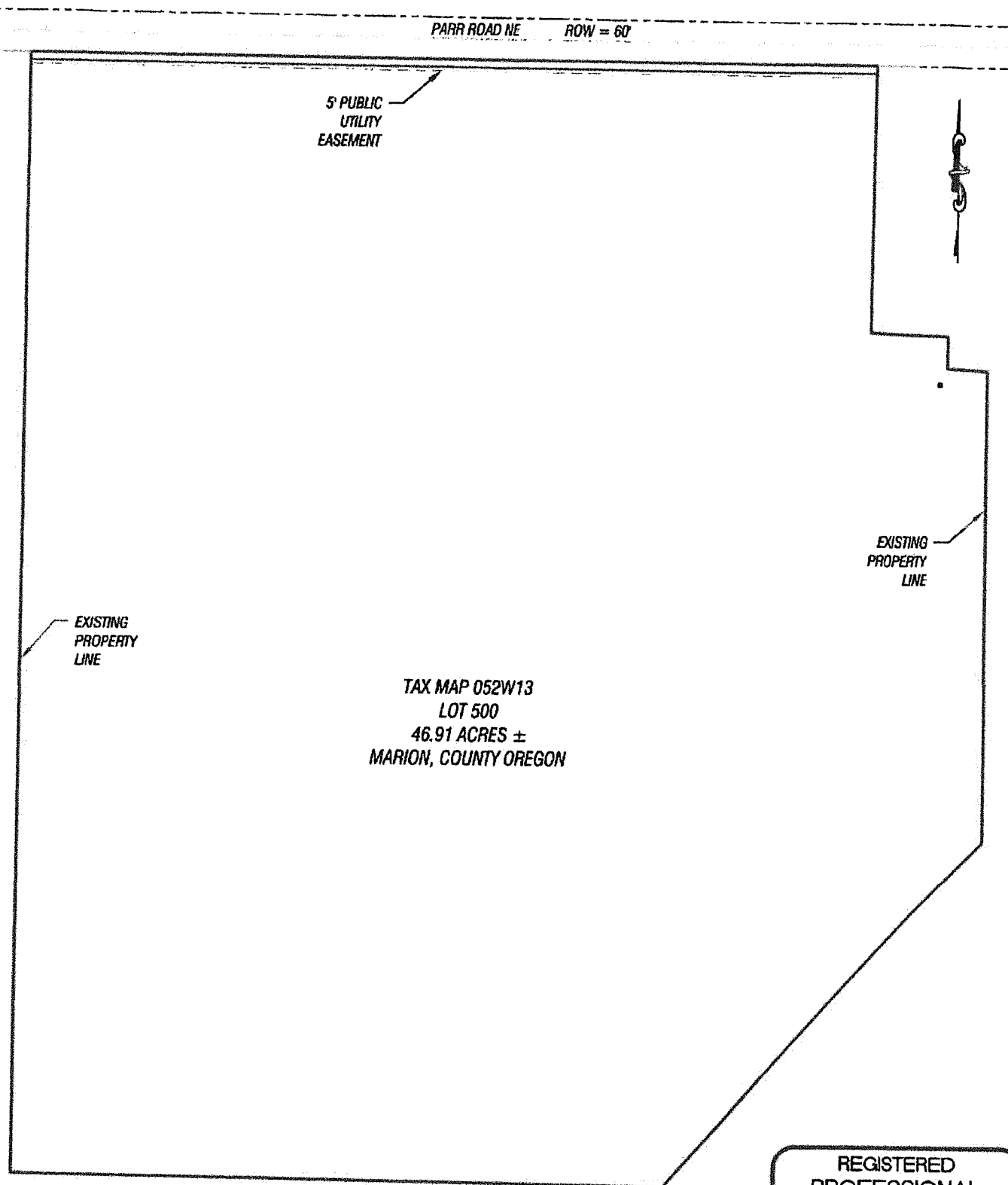
**THE SOUTH 5.00 FEET OF THE NORTH 16.50 FEET OF THAT TRACT OF LAND AS THE SAME IS DESCRIBED IN REEL 1197 AT PAGE 787 IN THE MARION COUNTY, OREGON, DEED RECORDS. COMPRISING 6,094 SQUARE FEET, MORE OR LESS.**



**EXPIRES 12/31/2019**



P:\15\153 J. Hunt Co. - Woodburn Schools\exhibit drawings\15-153 Examined Staking.dwg PLOT DATE/TIME: 11/15/2019 - 1:03pm



TAX MAP 052W13  
LOT 500  
46.91 ACRES ±  
MARION, COUNTY OREGON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*L. M. Allen*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2019

**EXHIBIT B**

5' PUBLIC UTILITY EASEMENT (PARR ROAD NE)

**LEI ENGINEERING  
& SURVEYING  
OF OREGON**

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

SCALE:	1" = 200'
PROJECT NO.:	15-153
DATE:	11-15-2019
PAGE:	2 OF 2



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of a Right-of-Way Dedication at 440-450 Parr Road  
(Valor/Heritage Schools), Woodburn, OR 97071 (Tax Lot  
052W1300500)**

### **RECOMMENDATION:**

Accept the right-of-way dedication granted by The Woodburn School District, owners of the property located at 440-450 Parr Road, Woodburn, OR 97071 (Tax Lot 052W1300500).

### **BACKGROUND:**

The property owner is required to provide a right-of-way dedication in order to satisfy the conditions of approval of Design Review (CU 2019-02, DR 2019-02, EXCP 2019-02, & VAR 2019-01).

### **DISCUSSION:**

The public right-of-way dedication is located along the northern property boundary, adjacent to Parr Road. This 11.5-foot wide public right-of-way dedication provides compliance with the service collector street classification width requirements stipulated by the Woodburn Transportation System Plan.

### **FINANCIAL IMPACT:**

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

### **ATTACHMENTS**

A Copy of the right-of-way dedication 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:*  
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, 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:

R/W DEDICATION - THE NORTH 11.50 FEET OF THAT TRACT OF LAND AS THE  
SAME IS DESCRIBED IN REEL 119 7 AT PAGE 787 IN THE MARION COUNTY,  
OREGON, DEED RECORDS. COMPRISING 14,015 SQUARE FEET, MORE OR LESS.

Exceptions: NONE

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 PROPERTYOWNERS, 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 1<sup>st</sup> day of December, 2021.

Signed: \_\_\_\_\_

GRANTOR

STATE OF OREGON )

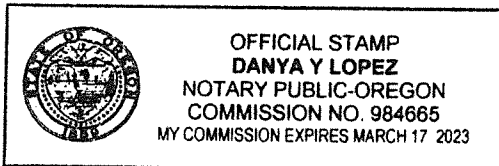
) ss

County of Marion )

This instrument was acknowledged before me on Dec. 01, 2021,  
by Sarah Bishop.

By: Danya Y Lopez  
Notary Public for Oregon

My Commission Expires: March 17, 2023



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.

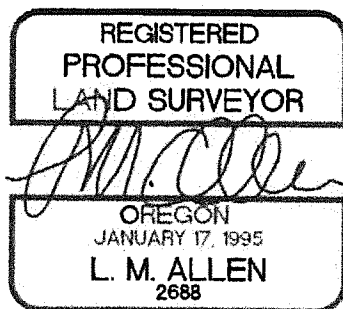
City Recorder:

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

**EXHIBIT A**

**R/W DEDICATION**

**THE NORTH 11.50 FEET THAT TRACT OF LAND AS THE SAME IS DESCRIBED IN REEL 1197 AT PAGE 787 IN THE MARION COUNTY, OREGON, DEED RECORDS. COMPRISING 14,015 SQUARE FEET, MORE OR LESS.**



**EXPIRES 12/31/2019**

PARR ROAD NE ROW = 60'

11.5' RIGHT OF WAY DEDICATION

EXISTING  
PROPERTY  
LINE

EXISTING  
PROPERTY  
LINE

TAX MAP 052W13  
LOT 500  
46.91 ACRES ±  
MARION, COUNTY OREGON

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 17, 1995

EXHIBIT B

11.5' RIGHT OF WAY DEDICATION (PARR ROAD NE)

ENGINEERING

3564 10TH ST SE

SCALE:  
18

1" = 200'



## Agenda Item

December 13, 2021

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 1041 N. Boones Ferry Road (Lincoln Elementary Schools), Woodburn, OR 97071 (Tax Lot 051W07BD02300)**

### **RECOMMENDATION:**

Accept the dedication of two public utility easements granted by The Woodburn School District, owners of the property located at 1041 N. Boones Ferry Road, Woodburn, OR 97071 (Tax Lot 051W07BD02300).

### **BACKGROUND:**

The property owner is required to provide two public utility easements in order to satisfy the conditions of approval of Design Review (CU 2019-06, DR 2019-08, EXCP 2019-04, & VAR 2019-06).

### **DISCUSSION:**

The first easement is a 5-foot wide public utility easement dedication located on the southern side of the property boundary, adjacent to Hwy 214. The second easement is a 10-foot wide public utility easement dedication located along the easterly side of the property boundary, adjacent to Boones Ferry Road. Both easements provide a permanent easement and right-of-way to construct, reconstruct, operate, and maintain public utilities.

### **FINANCIAL IMPACT:**

There is no cost to the City for the public utility 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 \_\_\_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: 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 Utility Easement on the following described land:

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

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

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

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

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

DATED this 1st day of December, 2021.

Woodburn School District

BY: 

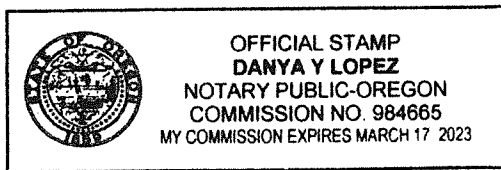
Director Of Business



CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion ss.

The foregoing instrument was acknowledged before me this 01 day of December 20   by Sarah Bishop,  
as Director of Business of Woodburn School District a corporation 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 Y Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17, 2023

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

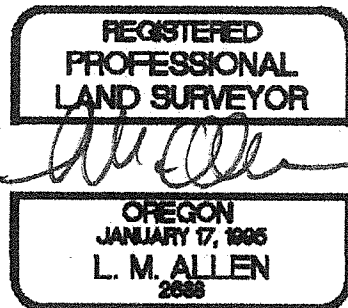
**After recording, return to:**  
Woodburn School District No. 103  
1390 Meridian Drive  
Woodburn, Oregon 97071

**Send tax statements to:**  
Woodburn School District No. 103  
1390 Meridian Drive  
Woodburn, Oregon 97071

**EXHIBIT A**

**THE NORTH 5.00 FEET OF THE SOUTH 40.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED  
RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON.**

**EXCEPTING THEREFROM; ALL THAT PORTION LYING WITHIN BOONE'S FERRY ROAD AS CONVEYED TO  
THE CITY OF WOODBURN, A MUNICIPAL CORPORATION BY MARION COUNTY COMBINED DEED  
RECORDS ON REEL 1832 AT PAGE 395 AND ON REEL 2304 AT AGE 362.**

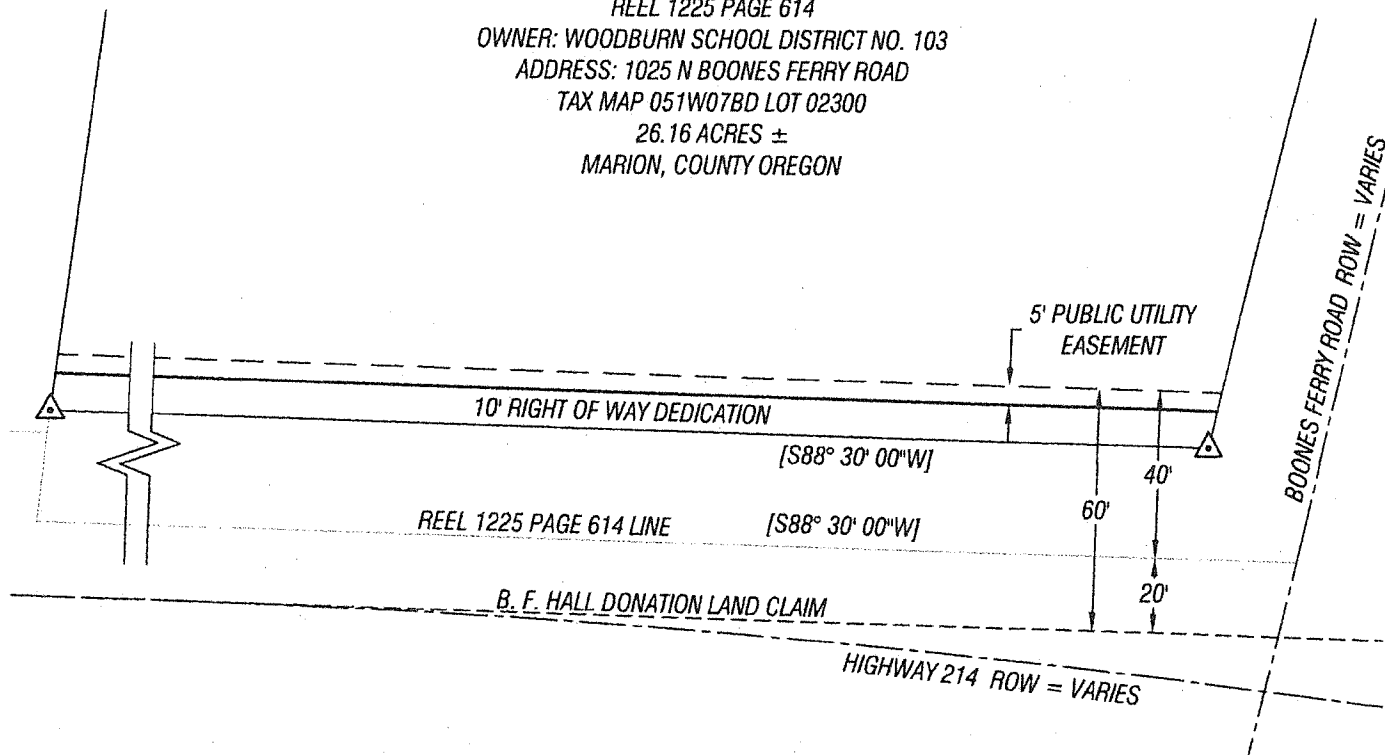


EXPIRES 12/31/2021

LOCATED IN SW 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH,  
RANGE 1 WEST, WILLAMETTE MERIDIAN



A PORTION OF  
REEL 1225 PAGE 614  
OWNER: WOODBURN SCHOOL DISTRICT NO. 103  
ADDRESS: 1025 N BOONES FERRY ROAD  
TAX MAP 051W07BD LOT 02300  
26.16 ACRES ±  
MARION, COUNTY OREGON



△ CALCULATED POINT  
[] DEED: REEL 1225 PAGE 614

**EXHIBIT B**

5' PUBLIC UTILITY EASEMENT (HIGHWAY 214)

**LEI ENGINEERING  
& SURVEYING**  
OF OREGON

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

NO SCALE  
PROJECT: 15-153  
DATE: 2-16-2021  
PAGE: 2 OF 2

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*L. M. Allen*

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

AFTER RECORDING RETURN TO:

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

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

Woodburn 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 Utility Easement on the following described land:

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

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

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

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

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

DATED this 1st day of December, 2021.

Woodburn School District

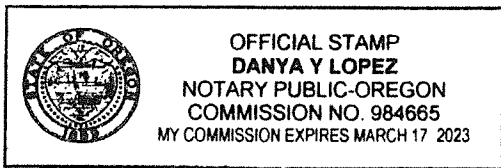
BY: 

Director Of Business

CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Marion ss.

The foregoing instrument was acknowledged before me this 01 day of December 2021 by Sarah Bishop as Director of Business of Woodburn School District a corporation 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 Y Lopez  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: March 17, 2023

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

**After recording, return to:**  
Woodburn School District No. 103  
1390 Meridian Drive  
Woodburn, Oregon 97071

**Send tax statements to:**  
Woodburn School District No. 103  
1390 Meridian Drive  
Woodburn, Oregon 97071

**EXHIBIT A**

*A STRIP OF LAND 10.00 FEET IN WIDTH, OVER AND ACROSS THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON, BOUNDED ON WEST BY A LINE PARALLEL WITH AND DISTANT 11.00 FEET WESTERLY OF THE WEST LINE OF THAT VARIABLE WIDTH STRIP OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 2304 AT PAGE 362 IN SAID MARION COUNTY DEED RECORDS, AND ITS PROLONGATION SOUTHERLY, AND BOUNDED ON THE EAST BY A LINE 1.00 FOOT WESTERLY AS MEASURED PERPENDICULAR TO SAID VARIABLE WIDTH STRIP'S WEST LINE AND ITS PROLONGATION SOUTHERLY TO THE NORTH LINE OF THE SOUTH 35.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON.*

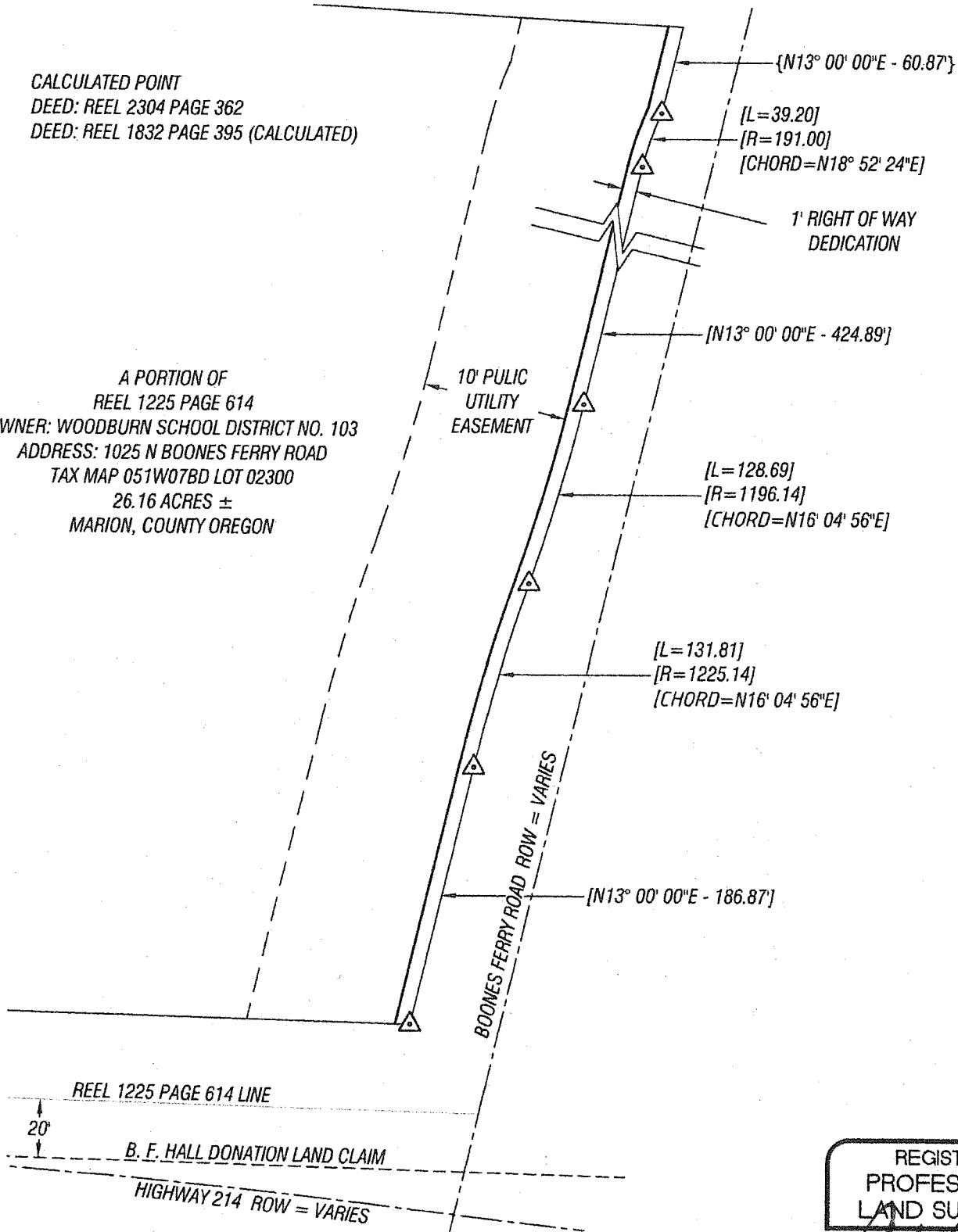


EXPIRES 12/31/2021

LOCATED IN SW 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH,  
RANGE 1 WEST, WILLAMETTE MERIDIAN

- △ CALCULATED POINT  
[ ] DEED: REEL 2304 PAGE 362  
{ } DEED: REEL 1832 PAGE 395 (CALCULATED)

A PORTION OF  
REEL 1225 PAGE 614  
OWNER: WOODBURN SCHOOL DISTRICT NO. 103  
ADDRESS: 1025 N BOONES FERRY ROAD  
TAX MAP 051W07BD LOT 02300  
26.16 ACRES ±  
MARION, COUNTY OREGON



### EXHIBIT B

10' PUBLIC UTILITY EASEMENT (BOONES FERRY ROAD)

**LEI ENGINEERING & SURVEYING**  
OF OREGON

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

NO SCALE  
PROJECT: 15-153  
DATE: 2-16-2021  
PAGE: 2 OF 2

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of a Right-of-Way Dedication at 1041 N. Boones Ferry Road (Lincoln Elementary Schools), Woodburn, OR 97071 (Tax Lot 051W07BD02300)**

### **RECOMMENDATION:**

Accept the right-of-way dedication granted by The Woodburn School District, owners of the property located at 1041 N. Boones Ferry Road, Woodburn, OR 97071 (Tax Lot 051W07BD02300).

### **BACKGROUND:**

The property owner is required to provide the right-of-way dedication in order to satisfy the conditions of approval of Design Review (CU 2019-06, DR 2019-08, EXCP 2019-04, & VAR 2019-06).

### **DISCUSSION:**

The public right-of-way dedication is located along the easterly property boundary, adjacent to Boones Ferry Road. This 1-foot wide public right-of-way dedication provides compliance with the minor arterial street classification width requirements stipulated by the Woodburn Transportation System Plan.

### **FINANCIAL IMPACT:**

There is no cost to the City for the Right-of-Way dedication.

### **ATTACHMENTS**

A Copy of the Right-of-Way dedication document is included as 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**

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: R/W DEDICATION

*A STRIP OF LAND 1.00 FEET IN WIDTH, OVER AND ACROSS THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON, BOUNDED ON THE EAST BY THE WEST LINE OF THAT VARIABLE WIDTH STRIP OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 2304 AT PAGE 362 IN SAID MARION COUNTY DEED RECORDS AND BOUNDED ON THE WEST BY A LINE 1.00 FOOT WESTERLY AS MEASURED PERPENDICULAR TO SAID VARIABLE WIDTH STRIP'S WEST LINE AND ITS PROLONGATION SOUTHERLY TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON.*

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.

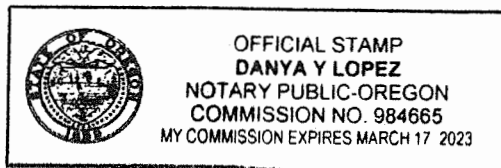
Dated this 1st day of December, 2021.

Signed: \_\_\_\_\_

GRANTOR

STATE OF OREGON            )  
  ) SS  
County of Marion            )

This instrument was acknowledged before me on Dec. 01, 2021, by Sarah Bishop.



By: Danya Y Lopez  
Notary Public for Oregon  
My Commission Expires: March 17, 2023

City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

Woodburn School District No. 103  
1390 Meridian Drive  
Woodburn, OR 97071

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

City Recorder:

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

*EXHIBIT A*

*RIGHT OF WAY DEDICATION: BOONES FERRY ROAD*

*A STRIP OF LAND 1.00 FEET IN WIDTH, OVER AND ACROSS THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON, BOUNDED ON THE EAST BY THE WEST LINE OF THAT VARIABLE WIDTH STRIP OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 2304 AT PAGE 362 IN SAID MARION COUNTY DEED RECORDS AND BOUNDED ON THE WEST BY A LINE 1.00 FOOT WESTERLY AS MEASURED PERPENDICULAR TO SAID VARIABLE WIDTH STRIP'S WEST LINE AND ITS PROLONGATION SOUTHERLY TO THE NORTH LINE OF THE SOUTH 55.00 FEET OF THAT TRACT OF LAND DESCRIBED IN THE DEED RECORDED ON REEL 1225 AT PAGE 614 IN THE DEED RECORDS OF MARION COUNTY, OREGON.*

LOCATED IN SW 1/4 OF SECTION 7, TOWNSHIP 5 SOUTH,  
RANGE 1 WEST, WILLAMETTE MERIDIAN

△ CALCULATED POINT  
[ ] DEED: REEL 2304 PAGE 362  
{ } DEED: REEL 1832 PAGE 395 (CALCULATED)

A PORTION OF  
REEL 1225 PAGE 614  
OWNER: WOODBURN SCHOOL DISTRICT NO. 103  
ADDRESS: 1025 N BOONES FERRY ROAD  
TAX MAP 051W07BD LOT 02300  
26.16 ACRES ±  
MARION, COUNTY OREGON

1' RIGHT OF WAY  
DEDICATION  
± 967 SQFT

{N13° 00' 00"E - 60.87'}

[L=39.20]

[R=191.00]

[CHORD=N18° 52' 24"E]

{N13° 00' 00"E - 424.89'}

[L=128.69]

[R=1196.14]

[CHORD=N16° 04' 56"E]

[L=131.81]

[R=1225.14]

[CHORD=N16° 04' 56"E]

{N13° 00' 00"E - 186.87'}

BOONES FERRY ROAD ROW = VARIES

REEL 1225 PAGE 614 LINE

B. F. HALL DONATION LAND CLAIM

HIGHWAY 214 ROW = VARIES

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

OREGON  
JANUARY 17, 1995  
L. M. ALLEN  
2688

EXPIRES 12/31/2021

### EXHIBIT B

1' RIGHT OF WAY DEDICATION (BOONES FERRY ROAD)

**LEI** ENGINEERING  
& SURVEYING  
OF OREGON

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

NO SCALE  
PROJECT: 15-153  
DATE: 11-8-2021  
PAGE: 2 OF 2



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Acceptance of Four Public Easements at 2145 Molalla Rd NE  
(Woodburn Eastside Apartments), Woodburn, OR 97071 (Tax Lot  
051W09B000900)**

### **RECOMMENDATION:**

Accept the dedication of four public easements granted by The Woodburn Eastside Apartments, owners of the property located at 2145 Molalla Rd NE, Woodburn, OR 97071 (Tax Lot 051W09B000900).

### **BACKGROUND:**

The property owner is required to provide four public easements in order to satisfy the conditions of approval of Design Review (CU 2019-04, DR 2019-06, & VAR 2020-05 Related to ANX 2019-01).

### **DISCUSSION:**

The first easement contains both an 82-foot wide public utility easement and a 10-foot wide public utility easement located within the property boundary limits as shown in the attached exhibit. This public utility easement provides a permanent easement and right-of-way to construct, reconstruct, operate, and maintain public utilities. The second easement is a 16-foot wide public waterline easement located throughout the property boundary as shown in the attached exhibit. This public utility easement provides a permanent easement and right-of-way to construct, reconstruct, operate, and maintain water mains and appurtenances. The third easement is a 0.89-foot public sidewalk easement along the southern property boundary. This public sidewalk easement provides a permanent easement and right-of-way to construct, reconstruct, operate, and maintain the Hwy 211 frontage sidewalk. The fourth easement is a variable width public access easement that is located throughout the property boundary as depicted in the attached exhibit that will be operated and maintained by Woodburn Place Apartments, LLC.

---

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

**FINANCIAL IMPACT:**

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

**ATTACHMENTS**

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

AFTER RECORDING RETURN TO:

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

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

Woodburn Place Apartments, LLC *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 (\$ 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 19 day of November, 20 21.

Woodburn Place Apartments, LLC

BY: 

Kiril Ivanov, Member

### CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas.

The foregoing instrument was acknowledged before me this 19 day of November 2021 by Kiril Ivanov, as a Member of Woodburn Place Apartments, LLC a corporation 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.

  
NOTARY PUBLIC FOR OREGON

My Commission Expires: March 01, 2022

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

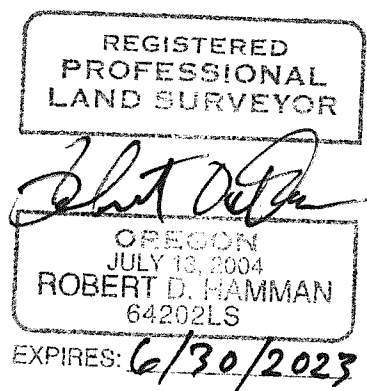


## Exhibit A

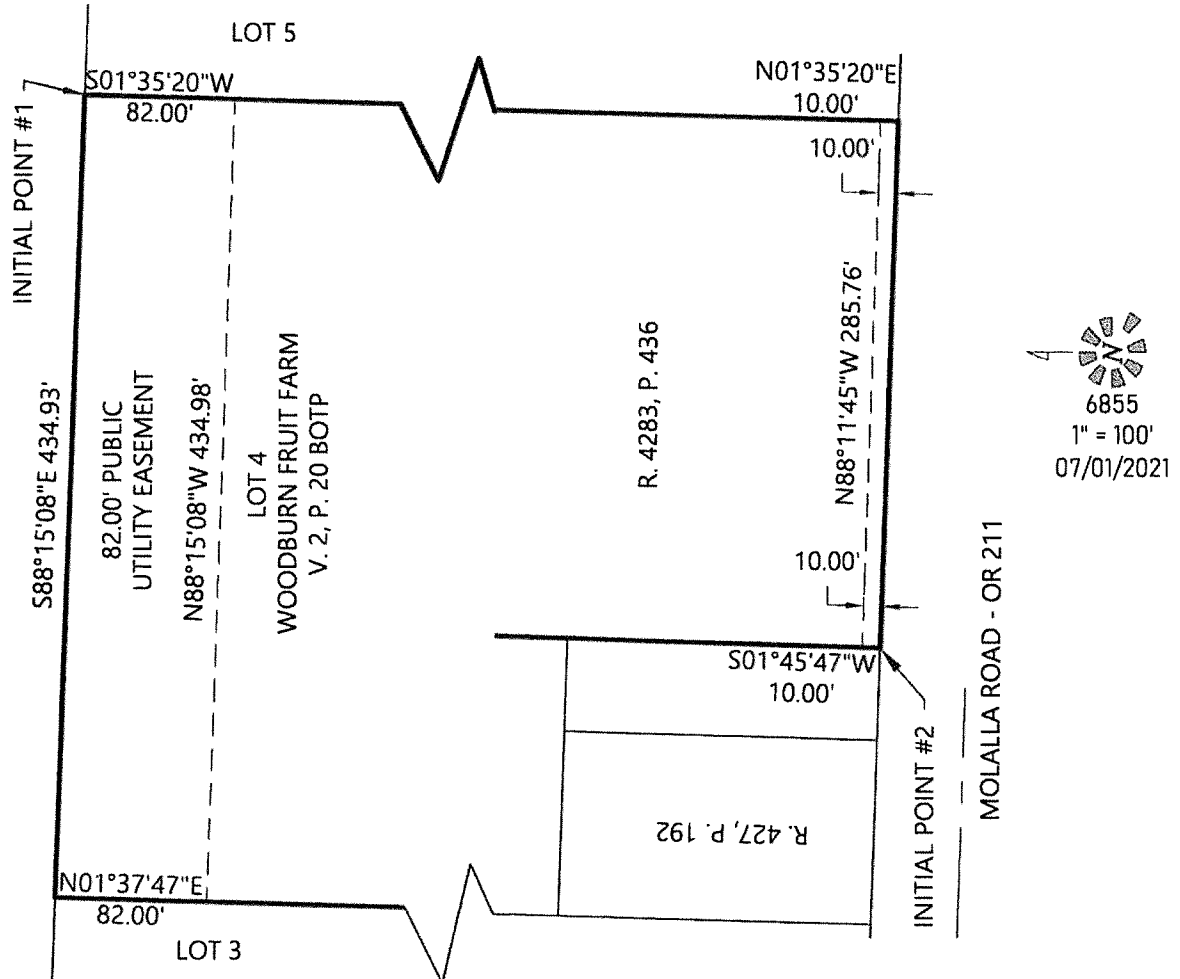
A 82.00 foot Public Utility Easement being the Northerly 82.00 feet of Lot 4 of Woodburn Fruit Farm better described as: Beginning at the Northeast corner of Lot 4 of Woodburn Fruit Farm, as recorded in Volume 2, Page 20 Marion County Book of Town Plats, located in the Northwest Quarter of Section 9, Township 5 South, Range 1 West, of the Willamette Meridian, City of Woodburn, Marion County, Oregon; thence along the East line of said Lot, South 01°35'20" West 82.00 feet; thence North 88°15'08" West 434.98 feet to the West line of said lot; thence along said line North 01°37'47" East 82.00 feet to the Northwest corner of said Lot 4; thence along the North line of said lot South 88°15'08" East 434.93 feet to the Point of Beginning and containing 35,666 Square Feet more or less.

TOGETHER WITH:

A 10.00 foot Public Utility Easement being the Southerly 10.00 feet of the Tract of land Described in Reel 4283, Page 436 in the Northwest Quarter of Section 9, Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; better described as: Beginning at a 5/8" iron rod at the most Southerly Southwest corner of said Tract; thence along the North Right of Way of Molalla Road South 88°11'45" East 285.80 feet to a 5/8" iron rod at the Southeast corner thereof; thence along the West line of said Tract North 01°35'20" East 10.00 feet; thence North 88°11'45" West 285.76 feet to the most Southerly West line of said Tract; thence along said West line South 01°45'47" West 10.00 feet to the Point of Beginning and containing 2,858 square feet, more or less.



# EXHIBIT B



BY:  
MULTI/TECH ENGINEERING SERVICES, INC.  
1155 13TH ST. S.E. SALEM, OREGON 97302  
503-363-9227

AFTER RECORDING RETURN TO:

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

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

Woodburn Place Apartments, LLC *GRANTOR*, grants to the CITY OF WOODBURN, OREGON, hereinafter called *CITY*, a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate, and maintain Water Mains and Appurtenances on the following described land:

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

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

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

The true consideration of this conveyance is Zero Dollars (\$ 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 19 day of November, 2021.

Woodburn Place Apartments, LLC

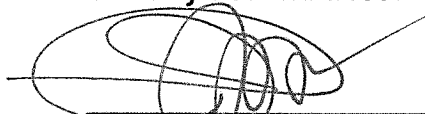
BY: 

Kiril Ivanov, Member

### CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas.

The foregoing instrument was acknowledged before me this 19 day of November 2021 by Kiril Ivanov, as a Member of Woodburn Place Apartments, LLC a corporation 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.



NOTARY PUBLIC FOR OREGON

My Commission Expires: March 19, 2022

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

## Exhibit A

Commencing at a 5/8" iron rod at the Southeast corner of the property described in Reel 4283, Page 436, Marion County Deed Records in the Northwest Quarter of Section 9, Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence along the South line of said property North 88°11'45" West 8.04 feet to the True Point of Beginning at Surveyor's Station 0+00.00 of a 16.00 foot easement being 8.00 feet on either side of the following described centerline: North 01°35'29" East 954.46 feet; thence North 88°15'08" West 418.97 feet; thence South 01°35'33" West 679.67 feet; thence South 88°06'29" East 150.97 feet; thence South 01°55'24" West 260.72 feet; thence South 88°09'24" East 42.31 feet; thence South 01°49'14" West 13.41 feet to the Point of Terminus on the South line of said property.

Together with the following spurs being 8.00 feet on either side of the following described centerlines:

Beginning at Surveyor's Station 0+41.11 feet of the above described centerline; thence North 88°24'31" West 28.75 feet to the Point of Terminus.

Beginning at Surveyor's Station 3+65.47 feet of the above described centerline; thence North 88°24'38" West 28.75 feet to the Point of Terminus.

Beginning at Surveyor's Station 9+06.05 feet of the above described centerline; thence North 88°20'27" West 16.87 feet to the Point of Terminus.

Beginning at Surveyor's Station 14+16.16 feet of the above described centerline; thence South 88°15'08" East 13.37 feet to the Point of Terminus.

Beginning at Surveyor's Station 19+53.94 feet of the above described centerline; thence South 88°24'27" East 54.21 feet to the Point of Terminus.

Beginning at Surveyor's Station 22+22.30 feet of the above described centerline; thence South 88°24'27" East 14.99 feet to the Point of Terminus.

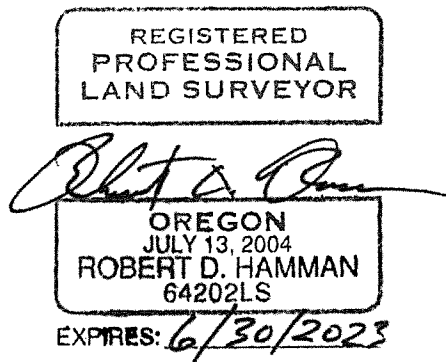
Also:

Beginning at Surveyor's Station 6+66.72 feet at Line B Station 0+00.00 of a 16.00 foot easement being 8.00 feet on either side of the following described centerline: North 88°24'40" West 418.97 feet to the Point of Terminus.

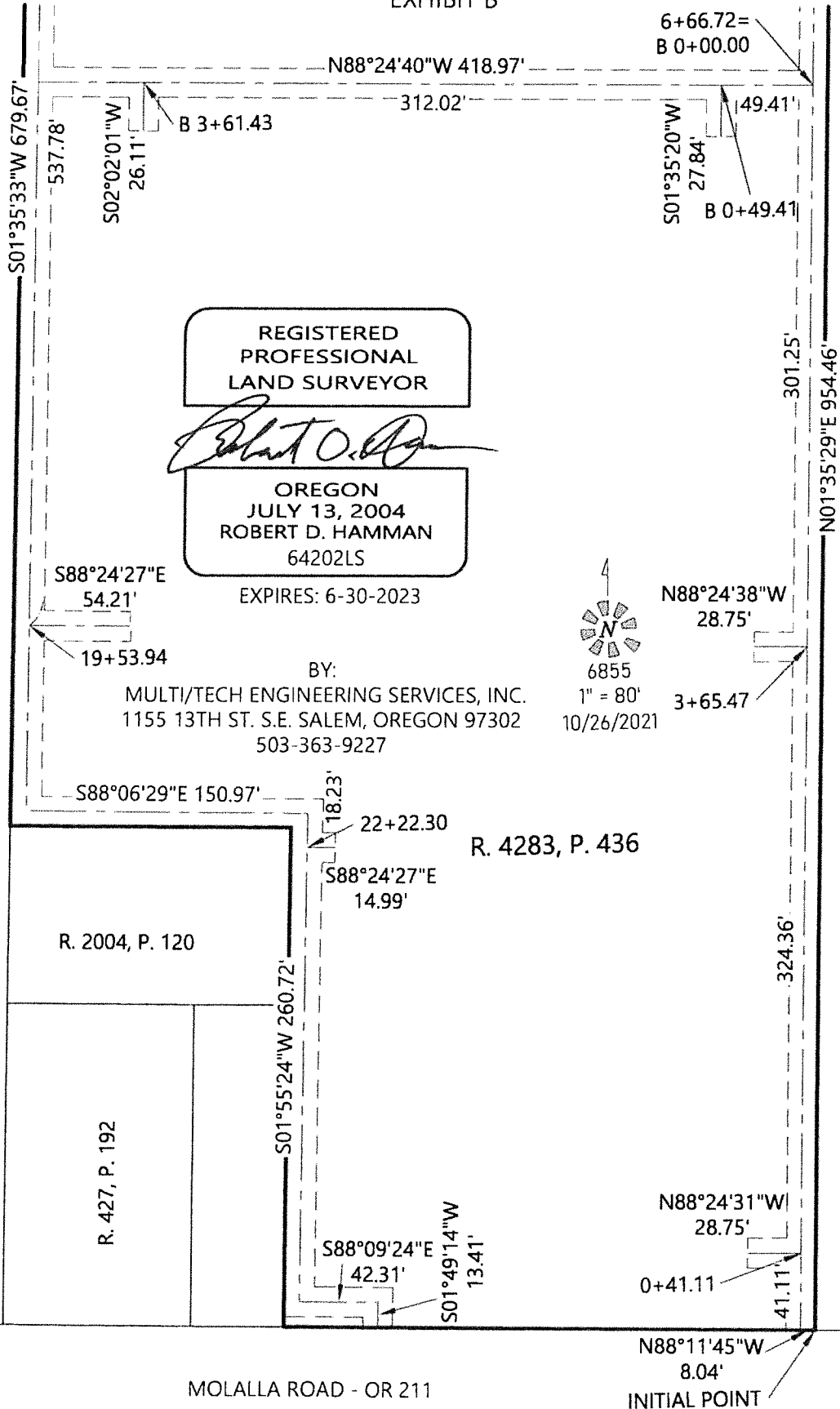
Together with the following spurs being 8.00 feet on either side of the following described centerlines:

Beginning at Line B Station 0+49.41; of the above described centerline; thence South 01°35'20"  
West 27.84 feet to the Point of Terminus.

Beginning at Line B Station 3+61.43; of the above described centerline; thence South 01°02'01"  
West 26.11 feet to the Point of Terminus.

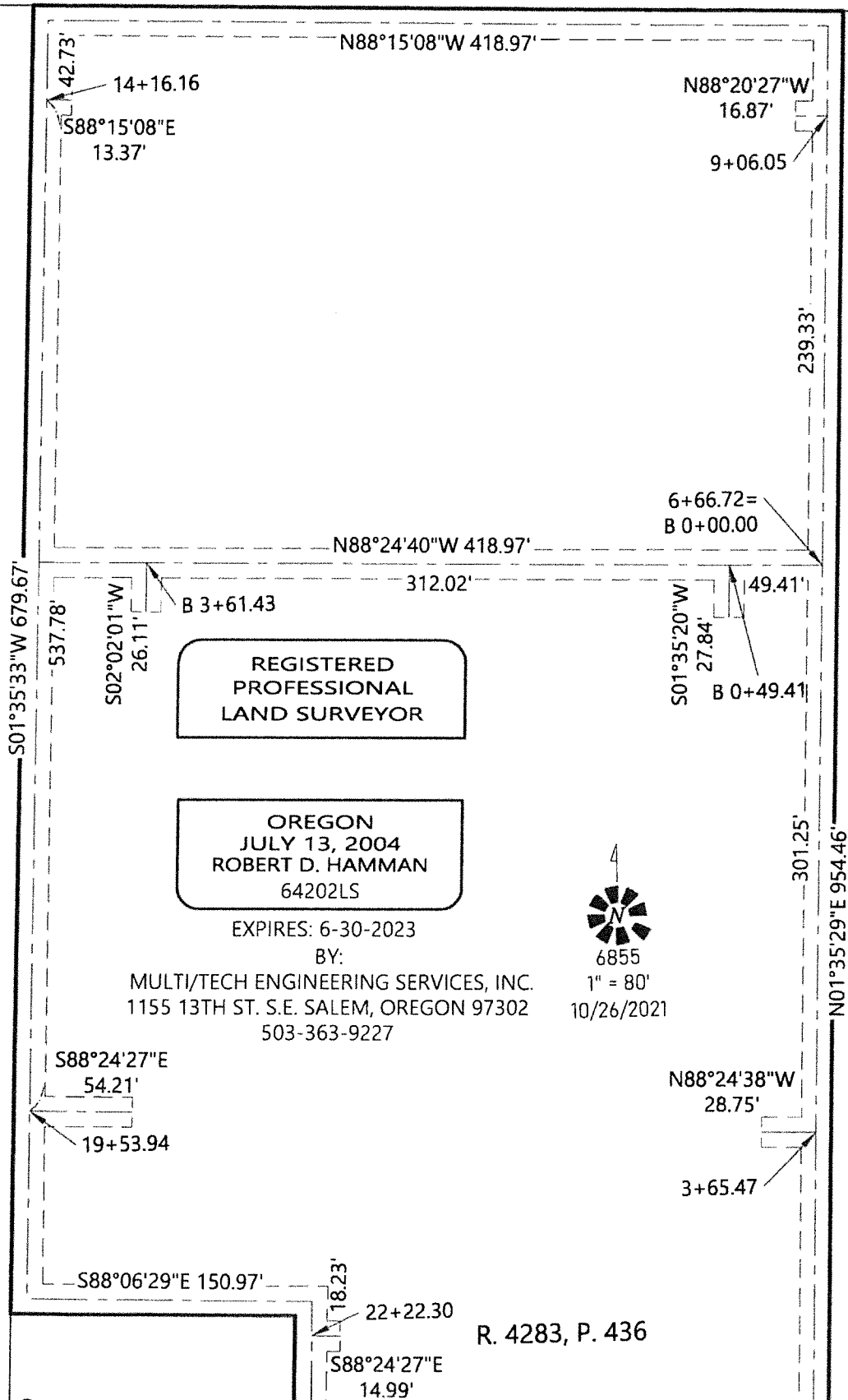


# EXHIBIT B



MOLALLA ROAD - OR 211

# EXHIBIT B



Page 6 of 6



AFTER RECORDING RETURN TO:

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

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

Woodburn Place Apartments, LLC *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 the Highway 211 frontage sidewalk 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 (\$ 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, 2021.

Woodburn Place Apartments, LLC

BY:

Kiril Ivanov, Member

### CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas.

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of November 2021 by Kiril Ivanov, as a Member of Woodburn Place Apartments, LLC a corporation 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.

Shannon Marshall  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7/16/22

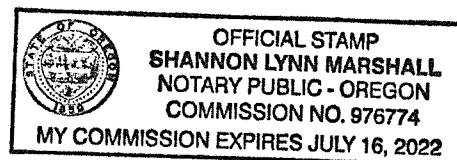
City of Woodburn  
270 Montgomery Street  
Woodburn, OR 97071

(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



## Exhibit A

Beginning at a 5/8" iron rod at the Southeast corner of the tract of land described in Reel 4283, Page 436, Marion County Deed Records in the Northwest Quarter of Section 9, Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence along the South line of said tract North 88°11'45" West 285.80 feet to a 5/8" iron rod at the Southwest corner of said tract; thence along the West line of said tract North 01°45'47" East 0.89 feet; thence South 88°11'45" East 285.79 feet to a point on the East line of said tract; thence along said East line South 01°35'20" West 0.89 feet to the Point of Beginning and containing 253 square feet more or less.

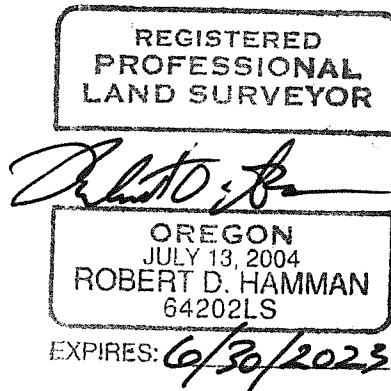



EXHIBIT B

S01°35'20"W 0.89'

P.O.B.

BY:  
MULTI/TECH ENGINEERING SERVICES, INC.  
1155 13TH ST. S.E. SALEM, OREGON 97302  
503-363-9227

4  
  
6855  
1" = 40'  
11/03/2021

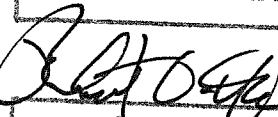
R. 4283, P. 436

S88°11'45"E 285.79'

N88°11'45"W 285.80'

MOLALLA ROAD  
(WOODBURN - ESTACADA HWY. NE)

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR



OREGON  
JULY 13, 2004  
ROBERT D. HAMMAN  
64202LS

EXPIRES: 6/30/2023

N01°45'47"E 0.89'

AFTER RECORDING RETURN TO:

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

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

Woodburn Place Apartments, LLC *GRANTOR*, grants access from Highway 211 through the Woodburn Place Apartment site to the PUBLIC hereinafter called PUBLIC, a permanent easement and right-of-way. *GRANTOR* to operate, and maintain public access through the Woodburn Place Apartment site 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 PUBLIC. 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 of Woodburn.

Upon completion of the construction, *GRANTOR* shall restore the surface of the property to its original condition and shall indemnify and hold PUBLIC harmless against any and all loss, cost, or damage arising out of the exercise of the rights granted herein. *GRANTOR* agrees that maintenance of public access will only be revocable with concurrence from the City of Woodburn Community Development Director.

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

*GRANTOR* covenants to PUBLIC 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 PUBLIC against the lawful claims and demands of all persons claiming by, through, or under *GRANTOR*.

DATED this 19 day of November, 2021.

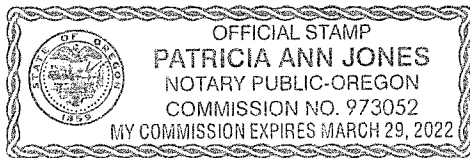
Woodburn Place Apartments, LLC

BY: [Signature]  
Kiril Ivanov, Member

### CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of Clackamas.

The foregoing instrument was acknowledged before me this 19 day of November 2021 by Kiril Ivanov, as a Member of Woodburn Place Apartments, LLC a corporation 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.



[Signature]  
NOTARY PUBLIC FOR OREGON

My Commission Expires: March 29, 2022

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

## Exhibit 'A'

Commencing at a 5/8" iron rod at the Southeast corner of the tract of land described in Reel 4283, Page 436, Marion County Deed Records in the Northwest Quarter of Section 9, Township 5 South, Range 1 West of the Willamette Meridian, Marion County, Oregon; thence along the South line of said tract North 88°11'45" West 17.50 feet to the True Point of Beginning of a 20.00 foot wide Public Access Easement being 8.00 feet wide to the left and 12.00 feet wide to the right of the following described centerline: North 01°35'20" East 47.83 feet; thence transitioning to a 24.00 foot wide easement being 12.00 feet on both sides, North 01°35'20" East 237.50 feet to Surveyor's station 2+85.33; thence North 01°35'20" East 76.51 feet; thence 34.45 feet along a 27.00 foot radius curve to the left (the chord of which bears North 34°57'34" West 32.16 feet) to surveyor's station 3+96.28; thence transitioning to a 26.00 foot wide easement being 10.00 feet wide to the left and 16.00 feet wide to the right, North 01°35'20" East 271.33 feet to surveyor's station 6+67.61; thence transitioning to a 26.00 foot wide easement being 13.00 feet on both sides, North 01°35'20" East 270.02 feet to surveyors station 9+37.63; thence North 88°15'20" West 361.39 feet to surveyor's station 12+99.02; thence South 01°39'46" West 643.74 feet to surveyor's station 19+42.76; thence transitioning to a 25.00 foot wide easement being 12.00 feet wide to the left and 13.00 feet wide to the right, South 88°21'32" East 123.07 feet; thence transitioning to 26.00 foot wide easement being 13.00 feet on both sides, South 54°06'35" East 30.54 feet; thence South 01°55'20" West 190.88 feet; thence transitioning to a 31.00 foot wide easement being 13.00 feet wide to the left and 18.00 feet to the right, South 01°55'20" West 77.18 feet to a point on the South line of said Tract of Land also being the Point of Terminus.

### TOGETHER WITH:

Beginning at surveyor's station 2+85.33 being the beginning of a 20.00 foot wide Public Access Easement being 10.00 feet both sides of the following described centerline: South 88°24'40" East 17.00 feet to the Point of Terminus.

### TOGETHER WITH:

Beginning at surveyor's station 3+96.28 being the beginning of a 26.00 foot wide Public Access Easement being 11.00 feet wide to the left and 15.00 feet wide to the right of the following described centerline: North 87°59'59" West 362.10 feet to the Point of Terminus.

### TOGETHER WITH:

Beginning at surveyor's station 6+67.61 being the beginning of a 26.00 foot wide Public Access Easement being 13.00 feet on both sides of the following described centerline: North 88°11'08" West 361.74 feet to the Point of Terminus.

TOGETHER WITH:

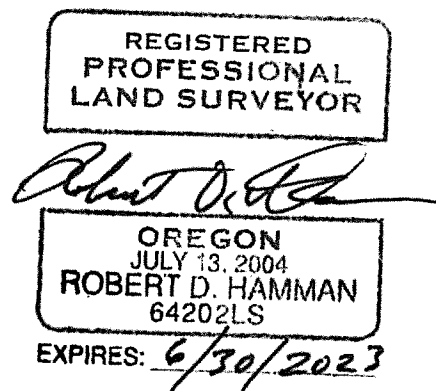
Beginning at surveyor's station 9+37.63 being the beginning of a 26.00 foot wide Public Access Easement being 13.00 feet on both sides of the following described centerline: South 88°15'20" East 36.11 feet to the Point of Terminus.

TOGETHER WITH:

Beginning at surveyor's station 12+99.02 being the beginning of a 26.00 foot wide Public Access Easement being 13.00 feet on both sides of the following described centerline: North 88°15'20" West 36.43 feet to the Point of Terminus.

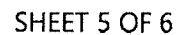
TOGETHER WITH:

Beginning at surveyor's station 19+42.76 being the beginning of a 20.00 foot wide Public Access Easement being 8.00 feet wide to the left and 12.00 feet wide to the right of the following described centerline: South 01°39'46" West 18.01 feet to the Point of Terminus.

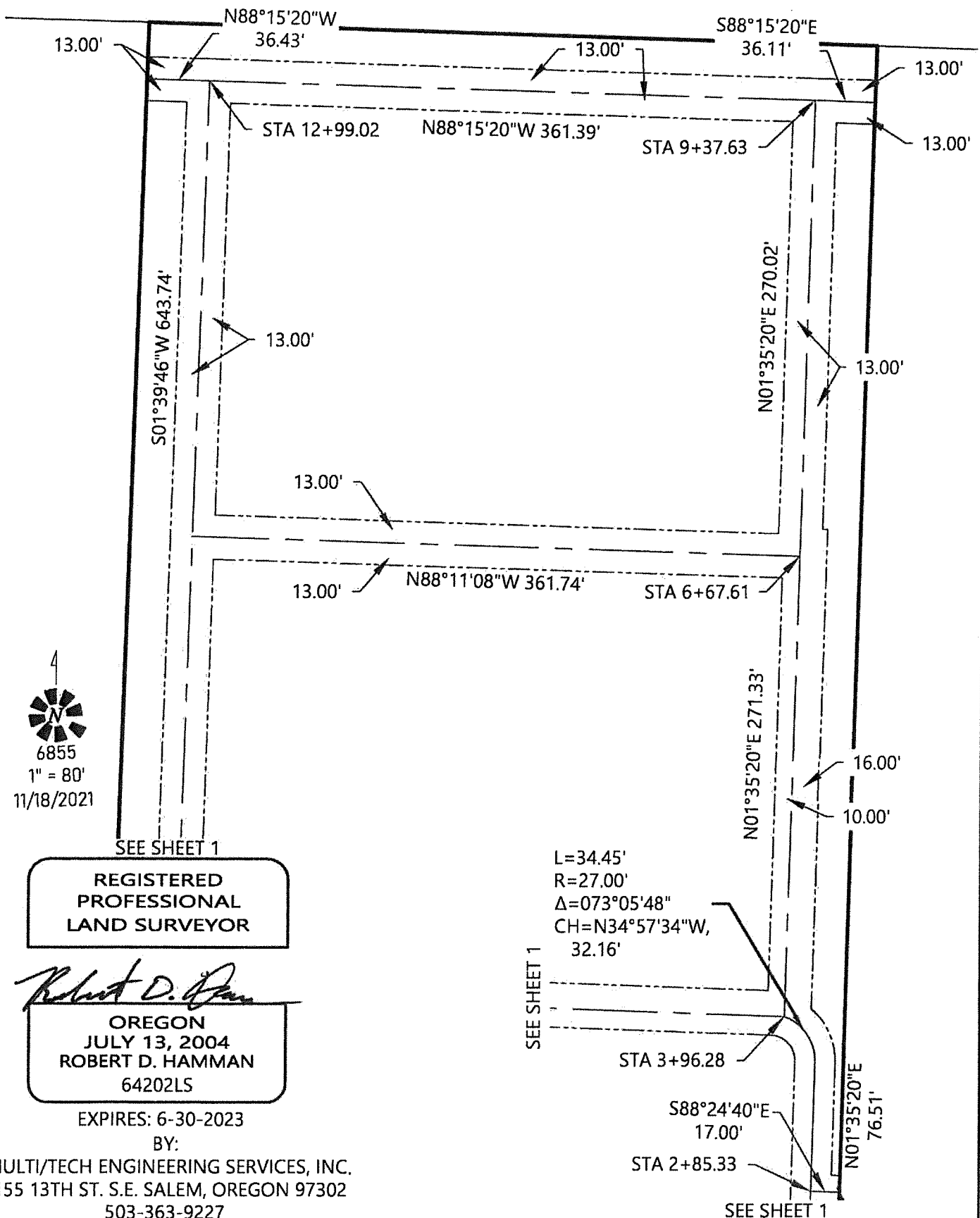




## 53



# EXHIBIT B



SHEET 6 OF 6



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator  
McKenzie Granum, Assistant City Attorney

SUBJECT: **National Opioid Litigation Settlement Participation & State Apportionment of Funds**

### **RECOMMENDATION:**

Approve the City's participation in- and authorize the City Administrator to sign the global settlement agreements and Oregon intrastate allocation agreements for the National Opioid Litigation, provided the State and Oregon Local Governments reach a final agreement for the allocation of funds by a required January 2, 2022 deadline.

### **BACKGROUND:**

Nationwide settlements have been reached to resolve all Opioid litigation brought by states and local political subdivisions against the three largest pharmaceutical distributors: McKesson, Cardinal Health and AmerisourceBergen ("Distributors"), and manufacturer Janssen Pharmaceuticals, Inc. and its parent company Johnson & Johnson (collectively, "J&J"). These settlements will provide substantial funds to states and subdivisions for abatement of the Opioid epidemic across the country.

In August 2021, Oregon joined 43 other states in signing onto the \$26 billion legal settlements with the Distributors and J&J. The State is now expected to receive nearly \$332 million from those agreements, money that will be used on drug treatment and abuse prevention. In addition to billions of dollars to be used for abatement of the effects of the Opioid epidemic in communities across the nation, the proposed settlements also provide injunctive relief that will require the Distributors and J&J to make significant changes in the way they conduct their business in order to address the Opioid epidemic on the supply side as well.

At this time in the settlement process, the City of Woodburn, along with a critical mass of other local Oregon jurisdictions, needs to take certain steps to also opt-in to the settlement to ensure (1) that the State receives the maximum amount of the expected settlement funds<sup>1</sup>; and (2) that the City has the opportunity to maximize the amount of money that may flow-down to the local level through an agreed upon state apportionment and allocation of the settlement proceeds.

### **DISCUSSION:**

Should the City agree to participate in the global settlement agreements with the Distributors and J&J, a portion of the State's settlement proceeds will be allocated to the City over the next eighteen (18) years in accordance with the terms of a qualifying agreement between the State and its subdivisions.

Local Governments in Oregon (i.e. counties and cities) have recently been negotiating with the State Attorney General regarding the apportionment of the Opioid Settlement Funds. A term sheet with key settlement provisions has preliminarily been agreed to and it is expected that a formal Intrastate Allocation Agreement will be ready for execution by the end of this year. Some of the key provisions of such agreement include:

#### **Allocation of Opioid Settlement Funds (approximately \$332 million)**

- 45% of total settlement funds would go directly to the State ("State Fund")
- 55% of total settlement funds go directly to Local Governments ("Local Government Fund")
  - Funds will be allocated amongst the cities and counties based upon a population metric that's been set by the litigating parties
  - Cities may elect to direct their payments to their county for more regional allocation per an IGA

#### **Use of Local Government Funds**

- Local Governments commit to use all funds for future opioid abatement per the national settlement agreements Approved Abatement Uses<sup>2</sup>

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<sup>1</sup> Incentive Payments have been built into the Settlement Agreement that are designed to reward states for increasing participation in the settlements by their subdivisions and/or taking steps to bar or otherwise resolve current and future subdivision litigation.

<sup>2</sup> The settlement agreements with the Distributors and J&J allow for funds to be directed toward a broad range of approved abatement uses by state and local governments. Developed in consultation with the nation's leading public health experts, the list of pre-approved uses

- Local Governments shall maintain detailed records of expenditures and comply with certain reporting requirements

#### **Release of Claims**

- All parties agree to release all claims and to participate in the Distributor and J&J settlement agreements

#### **Applicability**

- The allocation split would apply to all funds received by Oregon for the Distributors and J&J settlements. In addition, the allocation percentage (45% to the State of Oregon, 55% to OR Subdivision Fund) would also apply to future multistate Opioid Settlements with other Distributors, Manufacturers, and Pharmacies, subject to consideration of other terms of such settlements that impact allocation considerations. The allocation percentages would not apply to cases in bankruptcy, including the Purdue and Malinkrodt matters. The State has agreed to continue discussions with Local Governments regarding allocation of the Purdue and Malinkrodt settlements.

Given the limited amount of time provided between the December 13th Council meeting and the January 2, 2022, deadline for joining the settlements as an initial participating subdivision, staff is requesting that the Council provide authorization to the City Administrator to enter into and sign the following agreements, conditioned upon the State and Local Governments reaching a final agreement on fund allocation before the end of the year:

#### **Settlement-Related Agreements**

- Subdivision Settlement Participation Form for Distributors Agreement
- Subdivision Settlement Participation Form for J&J Agreement
- Oregon Intrastate Allocation Agreement or MOU for Use of Distributor Settlement Funds
- Oregon Intrastate Allocation Agreement or MOU for Use of J&J Settlement Funds

Given the City's size and more limited resources, it is both practical and reasonable to join the settlement at this time and agree to the proposed release of claims in exchange for the given financial award because the City would likely have no other recourse or ability to bring its own lawsuit against the Distributors and J&J. Should the City decline to participate at this time, it would be foregoing the initial settlement window that provides the greatest incentive

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includes a wide range of intervention, treatment, education, and recovery services so that state and local governments can decide what will best serve their communities.

for increased funds for the City under the agreements with the Distributors and J&J.

**FINANCIAL IMPACT:**

By signing onto the settlements and executing the associated releases, Woodburn would become a participating subdivision that would receive direct payments from the Distributors and J&J over the next 18 years for opioid abatement programs.

The exact dollar amount the City should expect to receive is still being calculated based on the allocation metric that will be part of the State and Local Government Agreement/MOU. All future settlement dollars the City receives will be set aside in their own fund to be used only as permitted by the settlement agreements.



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director  
Melissa Gitt, Building Official

SUBJECT: **Woodburn/ Silverton IGA Amendment**

### **RECOMMENDATION:**

Authorize the City Administrator to sign the "2<sup>nd</sup> Amendment to Intergovernmental Agreement between the City of Silverton and the City of Woodburn for Inspections and Plan Review".

### **DISCUSSION:**

The original intergovernmental agreement is set to expire December 31, 2021. The following amendment to the original IGA was created to extend the agreement to December 31, 2023.

### **Attachments:**

1. 2<sup>nd</sup> Amendment to Intergovernmental Agreement between the City of Silverton and the City of Woodburn for Inspections and Plan Review. (3 pages)

**2<sup>nd</sup> AMENDMENT TO INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF SILVERTON AND THE CITY OF WOODBURN  
FOR INSPECTIONS AND PLAN REVIEW**

THIS Amendment to the Intergovernmental Agreement between the City of Silverton, a municipal corporation of the State of Oregon, ("Silverton"), and the City of Woodburn, a municipal corporation of the State of Oregon ("Woodburn") (collectively the "Parties"), for Inspections and Plan Review, is entered into as of the last date of signature below ("Amendment").

**BACKGROUND**

- A. Silverton and Woodburn previously entered in that Intergovernmental Agreement for Inspections and Plan Review, effective October 8, 2019 ("Original IGA"), whereby the Parties agreed to provide personnel to perform inspections and plan reviews for the other party as a backup to the other agency as needed.
- B. Silverton and Woodburn desire to enter into this Amendment ("2<sup>nd</sup> Amendment") to extend the Term of the Original IGA and the Amendment, effective June 28, 2021 ("1<sup>st</sup> Amendment").
- C. All terms not otherwise defined herein shall have the meaning assigned to them in the Original IGA.

NOW, THEREFORE, the Parties agreed to amend the Original IGA as follows:

**AMENDMENT**

- 1. Term of the Agreement. Section XIV, is hereby amended, with the Term of the Agreement extended to December 31, 2023.
- 2. No other Modifications. Except as expressly modified in this Amendment, the terms and conditions of the Original IGA and the 1<sup>st</sup> Amendment shall remain in full force and effect. To the extent that this Amendment (2<sup>nd</sup> Amendment) conflicts with the terms and conditions of the Original IGA, this Amendment shall control.



IN WITNESS WHEREOF, the Parties have executed this Amendment to the Original IGA effective as of the last date of signature specified below.

CITY OF SILVERTON,  
an Oregon municipal corporation

CITY OF WOODBURN,  
An Oregon municipal corporation

\_\_\_\_\_  
Ron Chandler  
City Manager

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

December 13, 2021

TO: Mayor and City Council through City Administrator

FROM: Martin Pilcher, Chief of Police

SUBJECT: **Intergovernmental Agreement for Marion County Multi-Jurisdictional Natural Hazard Mitigation Plan**

**RECOMMENDATION:**

Authorize the City Administrator or designee to sign an agreement with Oregon Department of Land Conservation and Development as part of the City of Woodburn's Emergency Management Plan.

**BACKGROUND:**

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Marion County's Multi-Jurisdictional NHMP (aka MJHMP) (henceforth either term may be used) will expire on August 16, 2022. DLCD anticipates receiving a FEMA Pre-Disaster Mitigation Grant (PDM 19) to assist Marion County, Cities, and Special Districts ("Jurisdictions") with updating the Marion County

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

MJNHMP. The grant's performance period extends thirty-six (36) months from the date of acceptance of the grant award.

**DISCUSSION:**

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCDD and the City that will result in an updated Marion County MJNHMP adopted by City and approved by FEMA;
- (b) Ensure the City is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the City must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and
- (c) Ensure the City is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report its cost share as required.

**FINANCIAL IMPACT:**

City of Woodburn staff time to fulfill responsibilities including:

- (a) Attendance at required meetings.
- (b) Gathering and providing data.
- (c) GIS Services related to the City of Woodburn.
- (d) Engaging with internal and external stakeholders.

## **INTERGOVERNMENTAL AGREEMENT**

This Agreement is between the State of Oregon acting by and through its Department of Land Conservation and Development (“DLCD”) and City of Woodburn (“CITY”), each a “Party.”

### **1. Authority**

This Agreement is authorized by ORS 190.110.

### **2. Effective Date**

This Agreement is effective on the date of the last signature (“Effective Date”), and terminates thirty-six (36) months from the date of acceptance of the grant award, unless terminated earlier in accordance with Section 8.

### **3. Background**

Natural disasters occur when natural hazard events impact people, structures, and the environment. The dramatic increase in the costs associated with natural disasters over the past decades has fostered interest in identifying and implementing effective means of reducing these impacts. Natural hazards mitigation planning is a process for identifying and understanding the hazards facing a jurisdiction and prioritizing actions the jurisdiction can take to reduce injuries and deaths; damage to buildings, critical facilities, and infrastructure; interruption in essential services; economic hardship; and environmental harm. Reducing impacts also speeds up recovery and lowers its cost.

The Federal Emergency Management Agency (FEMA) approves Natural Hazards Mitigation Plans (NHMPs) meeting federal requirements at 44 CFR 201. Approval lasts five years. Having a current, FEMA-approved NHMP is a key factor in establishing eligibility for certain FEMA grants that fund natural hazards mitigation planning and projects.

Marion County’s Multi-Jurisdictional NHMP (MJNHMP aka MJHMP) (henceforth either term may be used) will expire on August 16, 2022. DLCD anticipates receiving a FEMA Pre-Disaster Mitigation Grant (PDM 19) to assist Marion County, Cities, and Special Districts (“Jurisdictions”) with updating the Marion County MJNHMP. The grant’s performance period extends thirty-six (36) months from the date of acceptance of the grant award.

### **4. Purpose**

The purposes of this Intergovernmental Agreement are to:

- (a) Formalize a working relationship between DLCD and the City that is to result in an updated Marion County MJNHMP adopted by City and approved by FEMA;
- (b) Ensure the City is aware that the grant supporting this project requires the final deliverable to be a FEMA-approved NHMP, and that to achieve FEMA approval the City must not only consider, but also adopt an NHMP that FEMA has agreed to approve; and

- (c) Ensure the City is aware of its responsibility to contribute financially to the Project using non-federal funds, and to track, document, and report its cost share as required.

## **5. Responsibilities of Parties**

### **(a) Responsibilities of DLCD.**

DLCD will provide financial, administrative, and technical assistance to the Natural Hazards Mitigation Plan ("NHMP" or "Plan") Update project described in Exhibit A, Scope of Work, which is incorporated into and made part of this Agreement.

Specific DLCD responsibilities include:

- i. Organizing, leading and managing the planning process;
- ii. Writing the Plan; and
- iii. Administering grant funds.

### **(b) Responsibilities of City.**

- i. City will appoint one of its Steering Committee members to lead the project in partnership with DLCD's Project Manager.
- ii. City will adopt a plan that FEMA has agreed to approve.
- iii. Specific project responsibilities of the City Project Lead include:
  - A. Assisting DLCD with organizing, leading, and managing the planning process;
  - B. Providing County Assessor's data;
  - C. Providing GIS services;
  - D. Carrying out other responsibilities enumerated in Section 5(b)(iv);
  - E. Performing any other Project work assigned by Exhibit A: Scope of Work.
- iv. Specific project responsibilities of the Steering Committee members (Jurisdictions) include:
  - A. Attending and actively participating in Steering Committee meetings;
  - B. Providing data and information;
  - C. Engaging with internal and external stakeholders;
  - D. Executing the Project's public engagement program;
  - E. Shepherding the plan through their jurisdictions' respective public adoption processes;
  - F. Tracking, accurately documenting, and reporting cost share as required; and
  - G. Performing any other Project work assigned by Exhibit A: Scope of Work.



## 6. Compensation and Costs

Each Party shall assume its own costs of carrying out the tasks and responsibilities assigned to it under this Agreement.

FEMA does not permit DLCD to sub-grant funds to local or tribal governments. Therefore, DLCD will use the grant funds to provide consulting and technical assistance to the JURISDICTIONS to complete the update.

The federal grant supporting the Project requires a 25% cost share from non-federal funds. The County, Cities, and Special Districts shall commit to providing and documenting cash, in-kind, or a combination of both as its portion of the required 25% cost share.

## 7. Project Contacts

The designees named below shall be the contacts for all the work and services to be performed under this Agreement. A Party may designate a new contact by written notice to the other Parties.

<b>DLCD's Project Contact is:</b>  Tricia Sears Natural Hazards Planner Oregon Department of Land Conservation and Development 635 Capitol St NE, Suite 150 Salem, OR 97301 503-428-0496 <a href="mailto:Tricia.sears@dlcd.oregon.gov">Tricia.sears@dlcd.oregon.gov</a>	<b>City of Woodburn's Project Contacts are:</b>  Marty Pilcher, Police Chief Andy Shadrin, Police Lieutenant  City of Woodburn 1060 Mt. Hood Ave. Woodburn, Oregon 97071  Marty Pilcher #503-982-2345 <a href="mailto:Marty.pilcher@woodburn.or.us">Marty.pilcher@woodburn.or.us</a>  Andy Shadrin #503-980-2353 <a href="mailto:Andy.shadrin@woodburn.or.us">Andy.shadrin@woodburn.or.us</a>
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## 8. Termination

- (a) This Agreement may be terminated at any time by mutual written agreement of the Parties.
- (b) This Agreement may be terminated by either Party with 30 days advance written notice.

## 9. Non-Discrimination

In carrying out activities under this Agreement, no Party shall discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability or age. City shall take affirmative actions to ensure

that applicants for employment are employed and that employees are treated during employment, without regard to their race, color religion, sex, sexual orientation, national origin, disability, marital status, veteran status, disability, or age. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff of termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

#### **10. Non-Appropriation**

DLCD's obligation to perform its duties under this Agreement is conditioned upon DLCD receiving funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow DLCD, in the exercise of its reasonable administrative discretion, to meet its obligations under this Agreement. Nothing in this Agreement may be construed as permitting any violation of Article XI, Section 7 of the Oregon Constitution or any law limiting the activities, liabilities or monetary obligations of DLCD.

#### **11. Representations and Warranties**

The City represents and warrants that the making and performance by the City of this Agreement:

- (a) Have been duly authorized by the City;
- (b) Do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of the City's charters or other organizational documents; and
- (c) Do not and will not result in the breach of or constitute a default or require any consent under any other agreement or instrument to which the City is a party or by which the City may be bound or affected.

No authorization, consent, license, approval of, or filing or registration with or notification to any governmental body or regulatory or supervisory authority is required with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by the City of this Agreement, other than those that have already been obtained.

#### **12. Records**

Parties and their duly authorized representatives shall have access to the books, documents, and records which are directly pertinent to Agreement for the purpose of making audit, examination, excerpts, and transcript. This does not require either Party to provide documents that are legally privileged or otherwise exempt from disclosure under the Oregon Public Records Law, ORS 192.311 to 192.478.



### **13. Contribution**

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 (a “Third Party Claim”) against a Party (the “Notified Party”) with respect to which the other Parties (the “Other Parties”) may have liability, the Notified Party shall promptly notify the Other Party in writing of the Third Party Claim and deliver to the Other Party, along with the written notice, a copy of the claim, process and all legal pleadings with respect to the Third Party Claim that have been received by the Notified Party. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Parties of the notice and copies required in this Section and a meaningful opportunity for the Other Parties to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Parties’ contribution obligation under this Agreement with respect to the Third Party Claim.

With respect to a Third Party Claim for which DLCD is jointly liable with the Notified Party (or would be if joined in the Third Party Claim), DLCD shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Notified Party in such proportion as is appropriate to reflect the relative fault of DLCD on the one hand and of the Notified Party on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of DLCD on the one hand and of the Notified Party on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information, and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. DLCD’s contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which a Party is jointly liable with DLCD (or would be if joined in the Third Party Claim), the Other Party or Parties shall contribute to the amount of expenses (including attorney fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by DLCD in such proportion as is appropriate to reflect the relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand in connection with the events that resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Other Party or Parties on the one hand and of DLCD on the other hand shall be determined by reference to, among other things, the Parties’ relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Other Party’s or Parties’ contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.



#### **14. Subcontracting and Assignment**

The City acknowledges that DLCD intends to hire contractors to perform tasks and responsibilities related to the deliverables listed in the Scope of Work, Exhibit A to this Agreement. The City shall not enter into any subcontract for any other work listed under this Agreement without written consent of DLCD.

#### **15. Governing Law, Consent to Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively "Claim") between DLCD or any other agency or department of the State of Oregon, or both, and the Jurisdictions that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon; provided, however, if a Claim must, as mandated by federal law, be brought in a federal forum, then unless otherwise prohibited by law it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. In no event shall this Section be construed as a waiver by any Party of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, to or from any Claim or from the jurisdiction of any court.

#### **16. Indemnification**

Except as provided in Section 13 of this Agreement, each Party shall defend, save, hold harmless, and indemnify the other Party and the other Party's agencies, subdivisions, officers, directors, employees and agents from and against all claims, suits, actions, losses damages, liabilities, costs and expenses of any nature whatsoever (Claims), including attorney fees, resulting from, arising out of, or relating to the acts or omissions of the indemnifying Party's officers, employees, or agents under this Agreement. Any indemnity by DLCD under this Section shall be subject to the limitations of Article XI, Section 7 of the Oregon Constitution and the Oregon Tort Claims Act, 30.260 to 30.300. Any indemnity by the Jurisdictions shall be subject to the limitations of Article XI, Section 12 of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 to 30.300.

#### **17. Insurance**

Each Party shall be responsible for providing workers' compensation insurance as required by law for its covered workers. Neither Party shall be required to provide or show proof of self-insurance, workers' compensation or any other insurance coverage.

#### **18. Severability**

If any term or provision of this Agreement is declared by a court of competent jurisdiction to be

illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. In such event, the Parties intend that the conflict not invalidate the other provisions of this Agreement and the Parties shall negotiate in good faith to agree on replacement language for the offending term or provision that will be consistent with the purposes of this Agreement.

#### **19. Compliance With Law**

In connection with their activities under this Agreement, the Parties shall comply with all applicable federal, state and local law.

#### **20. Force Majeure**

Neither Party shall be held responsible for delay or default caused by fire, riot, acts of God, and war which are beyond its reasonable control. The affected Party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under this Agreement.

#### **21. No Third Party Beneficiary**

DLCD and the City are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing contained in Agreement gives or shall be construed to give or provide any benefit, direct, indirect, or otherwise, to third parties. The Contractors retained by DLCD are expressly excluded as parties or beneficiaries to this Agreement and are barred from enforcing the terms of this Agreement.

#### **22. Merger, Waiver and Modification**

This Agreement and all exhibits and attachments, if any, constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver or consent under this Agreement binds either Party unless in writing and signed by both Parties. Such waiver or consent, if made, is effective only in the specific instance and for the specific purpose given. EACH PARTY, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

#### **23. Amendments**

The terms of this Agreement may not be altered, modified, supplemented or otherwise amended, except by written agreement of the Parties. Any amendment to this Agreement shall require the signatures of the approving authorities of both Parties.



## **24. Acknowledgment of Funds and Copyright**

(a) Acknowledgment of Funds.

Both Parties shall acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

(b) Copyright.

Both Parties must affix the applicable copyright notices of 17 USC Section 401 or 402 and an acknowledgment of Government sponsorship (including sub-grant number) to any work first produced under a federal award unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations). For any scientific, technical, or other copyright work based on or containing data first produced under this Agreement, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, Parties grant the Government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for Government purposes in all such copyrighted works.

## **25. Survival**

All provisions concerning the limitation of liability, indemnity, and conflicts of interest shall survive the termination of this Agreement for any cause.

## **26. Interpretation**


The Parties agree that the provisions of this Agreement shall not be construed in favor of or against any Party based on the source of its drafting or any other circumstances.

## **27. Counterparts**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that both Parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates set forth below.

CITY OF WOODBURN

  
\_\_\_\_\_  
Marty Pilcher, Police Chief 11/25/21  
Date

\_\_\_\_\_  
Date

OREGON DEPARTMENT OF LAND CONSERVATION AND DEVELOPMENT (DLCD)

\_\_\_\_\_  
Jim Rue, Director \_\_\_\_\_  
Date



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator  
THRU: Martin Pilcher, Chief of Police  
FROM: Andy Shadrin, Lieutenant  
SUBJECT: **Updated Firearms Range Use Agreement with the City of Hubbard**

### **RECOMMENDATION:**

Enter into an agreement with the City of Hubbard to allow Hubbard Police Department (HPD) personnel to use the Woodburn Police Department (WPD) Firearms Range and authorize the City Administrator to sign the Agreement.

### **BACKGROUND:**

HPD does not possess a firearms range. HPD has historically used the Woodburn Police Department Range with a previous agreement since 2003. Without the continued use of the Woodburn Police Department Range HPD personnel must travel a significant distance to conduct necessary firearms training. The WPD Range is geographically closer and would continue to assist the HPD in conducting necessary training.

### **DISCUSSION:**

The Police Department has completed a study of the use of the WPD Range by the HPD. The agreement ensures that WPD personnel will have access to the facility to conduct all necessary training of WPD personnel.

### **FINANCIAL IMPACT:**

The City of Hubbard will continue to pay \$300 each year for access to the WPD Range.

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



## **WOODBURN POLICE DEPARTMENT**

1060 Mt. Hood Avenue, Woodburn, Oregon 97071  
Phone: (503) 982-2345 FAX: (503) 982-2370

### **Intergovernmental Agreement for Police Firearms Range Usage**

This Intergovernmental Agreement for police Firearms Range Usage ("Agreement") is made and entered into by and between the City of Woodburn, an Oregon Municipal Corporation ("Woodburn"), and the City of Hubbard, an Oregon Municipal Corporation, for the benefit of the Hubbard Police Department ("Hubbard"), under the authority of ORS Chapter 190.

#### **RECITALS**

1. By the authority granted in ORS Chapter 190, incorporated cities may enter into agreements with other Law Enforcement agencies for the performance of any of the functions and activities that they have the legal authority to perform.
2. Under said authority, the City of Woodburn and the City of Hubbard desire to enter into this Agreement, which allows sworn members of the Hubbard Police Department to use Woodburn Police Department's firearms range subject to the provisions of this Agreement.
3. The Woodburn Police Range will be used to conduct training.

**NOW, THEREFORE**, the parties agree as follows:

#### **TERM**

1. This Agreement is effective upon execution hereof on behalf of both parties, and shall not be terminated unless subject to the provisions contained herein.
2. This agreement may be terminated by either party effective upon delivery of written notice to the other party.
3. Notwithstanding the giving of notice of termination, the Hubbard Police Department shall remain obligated with respect to any unfulfilled financial obligation which accrued hereunder prior to the effective date of such termination.

## OBLIGATIONS

1. Woodburn Police Department (WPD) shall allow the use of its police firearms range by sworn members of the Hubbard Police Department (HPD) subject to the limitations, provisions, and requirements of Oregon Law and as set forth in this agreement.
2. Range usage for general qualifying range training shall be subject to availability and cannot be guaranteed. In order to avoid range-scheduling conflicts, on or about the first of each month a member of HPD shall communicate with the Woodburn Police Firearms Rangemaster and they shall mutually agree to a range schedule.
3. Upon the execution of this Agreement, representatives of HPD and WPD shall meet and establish a training schedule for the upcoming 6 months.
4. HPD will be authorized to use the range on at least four (4) opportunities during a calendar year.
5. WPD shall maintain the range and shall be the sole entity authorized to modify or alter the range in any way.
6. The use of the police firearms range shall be subject to the following provisions:
  - 5.1 All range and safety rules as set forth in City of Woodburn Firing Range Protocol (attached at appendix A) shall be enforced by a HPD sworn representative who shall be present each and every time HPD officers utilize the range. WPD shall have the right to expel from the range any user who violates the Firing Range Protocol, or for any other reason in the WPD's sole discretion.
  - 5.2 The range will be open Monday-Friday from 8:00am to 9:00pm. A representative of HPD will need to contact the WPD Rangemaster in order to specify the date and time of all reservations.
  - 5.3 Other than sworn HPD Officers, this Agreement does not authorize any other persons including other agencies' officers or agents to shoot at the range as guests of HPD without prior written consent of the WPD.
  - 5.4 The only weapons authorized for discharge at the range are handguns of the type normally utilized by law enforcement, police patrol rifles of the 9mm or .223 caliber only, precision rifles chambered in .308 caliber, and police shotguns. The discharge of explosives devices is prohibited.

## **COMPENSATION**

1. Hubbard shall pay the City three hundred 0/100 dollar (\$300) per calendar year for use of the range.
2. Hubbard shall make full payment to Woodburn during the month of July for the subsequent calendar year (running July 1 – June 31). If this Agreement is terminated in the middle of a calendar year, Woodburn shall return to Hubbard a prorated amount of the fee collected for the remaining period of that year.
3. Hubbard shall pay and be held liable for any damage done during their use of the range. Any damage done during the course of training at the range shall be reported immediately to the WPD Rangemaster or a WPD supervisor. If necessary, a member of Public Works from the City of Woodburn shall inspect the damage to determine the extent of the damage and whether or not the range is safe to use. A member of Public Works shall provide a written quote in order to display the costs associated with any damage done. HPD will only be held responsible for the actual costs to repair the damage.

## **SAFETY**

1. HPD shall be exclusively responsible for the protection of its employees and agents and shall provide adequate safety provisions and supervision for its employees and agents who utilize the police firearms range.
2. City of Woodburn shall have no responsibility or obligation with respect to safety or supervision of HPD officers or agents who may be utilizing the police firearms range.
3. City of Woodburn employees who witness or become aware of violations of good safety practices at the police firearms range shall report them to the WPD Rangemaster or WPD supervisor.

## **LIMITATIONS OF LIABILITY**

1. WPD shall be responsible for any claims, loss or damage resulting from the actions of WPD and its officers, agents and employees in the use of the facilities and participation in the training provided under this agreement.
2. HPD shall be responsible for any claims, loss or damage resulting from the actions of HPD and its officers, agents and employees in the use of the facilities and participation in the training provided under this agreement.
3. City of Woodburn assumes no liability for the actions of HPD officers or agents utilizing the Woodburn Police Firearms Range. City of Woodburn represents and warrants only that it will use its best efforts to maintain the police firearms range.



4. Hubbard agrees, to the extent it may under the Constitution and laws of Oregon, to indemnify, defend, and save Woodburn harmless from any and all claims arising out of the acts, errors or omissions of Hubbard as a result of HPD's use of the Woodburn firing range or those for whose acts may be held liable under ORS 30.265, ; and further provided that with respect to any single claim or occurrence, Hubbard liability arising out of contribution or indemnity shall not exceed the limits provided by ORS 30.270, if applicable to the asserted claim.
5. Each party shall insure or self-insure and be independently responsible for the risk of its own liability under this Agreement for claims within the scope of the Oregon tort claims act (ORS 30.260 to 30.300).
6. Prior to entry to the Firing Range property, Hubbard shall provide a certificate of insurance or certificate of self-insurance which shall name the City of Woodburn, its officers, agents, and employees as additional insureds and shall be accompanied by an additional insured endorsement (if applicable).

## **COMMUNICATION AND NOTICE**

1. Any notice in writing required to be given hereunder shall be sufficient if sent by regular mail or personally delivered to the Chief of Police, City of Woodburn; and to the Chief of Police, Hubbard Police Department.
2. Each party shall designate, and may change from time to time, a representative for communication, negotiations, and general liaison with the other concerning the content, future, and administration of this Agreement. No such designated representative shall be held an agent or attorney-in-fact having authority to bind either party.

## **RELATIONSHIP OF THE PARTIES**

Neither party shall at any time hold itself out as a subsidiary or affiliate of the other party. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating the relationship of a joint venture or partnership between the Parties, or a relationship between a party and any suppliers, employees, contractors or subcontractors used by the other party to carry out functions under this Agreement.

## **ASSIGNMENTS**

This Agreement and all rights and obligations of both Parties hereunder are personal to both parties. As such, neither party shall transfer, assign, or delegate any rights or obligations hereunder.

## **GOVERNING LAW**

This Agreement is governed by and will be construed in accordance with the laws of the State of Oregon.

## **AMENDMENTS**

Agreement represents the complete and integrated agreement between the parties with respect to the subject matter hereof, and may be amended only by written amendment executed by both parties. As such, this Agreement cancels and supersedes all prior written and oral agreements, representations, negotiations, and communications between the parties and their representatives with respect to the subject matter hereof.

**IN WITNESS WHEREOF** the parties have caused the Agreement to be executed on behalf by their duly authorized representatives as of the last date of signature set forth below.

**Hubbard Police Department**

**City of Woodburn**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Eric Liljequist, Public Works Projects & Engineering Director

SUBJECT: **Conditional Acceptance of a Right-of-Way Dedication and Public Utility Easement at 1560 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 051W07CC07100)**

### **RECOMMENDATION:**

Conditionally accept the right-of-way (ROW) dedication and public utility easement (PUE) granted by The Diocese of Oregon, owners of the property located at 1560 W. Hayes Street, Woodburn, OR 97071 (Tax Lot 051W07CC07100), provided the City approves the final plat for the Phase 3B subdivision of Smith Creek Development and that recording of the ROW dedication and PUE occurs concurrently with the final plat.

### **BACKGROUND:**

As part of the approval of the Smith Creek PUD Development, the developer, Stafford Development Company, LLC, agreed to extend the Killian Spring Parkway road located within the boundary of Phase 3B north of the subdivision to connect with W. Hayes Street per Exhibit P of the Conditions of Approval (attached).

Part of the planned Killian Spring Parkway ROW improvement has already been dedicated to the City as part of the updates to the Nellie Muir Elementary School. Now that the developer is completing the subdivision platting process for Phase 3B of the project, it has secured conveyance of the remaining 46 feet of ROW and an adjacent 5 foot PUE from the St. Mary's Episcopal Church, the Diocese of Oregon.

The developer is required to provide the right-of-way dedication and PUE for the future Killian Spring Parkway connection in order to satisfy the conditions of approval of the Smith Creek PUD (PUD 2017-01). Once the dedication is accepted, the developer will then complete the roadway improvements to City engineering standards for a 66' wide public access street.

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

**DISCUSSION:**

The public right-of-way dedication and PUE are located along the westerly property boundary of the St. Mary's Episcopal Church, adjoining the ROW dedication already completed by the School District, providing for the future Killian Spring Parkway connection to W. Hayes Street. The 46-foot wide public right-of-way dedication provides compliance with the access street classification width requirements stipulated by the Woodburn Transportation System Plan. The 5-foot public utility easement provides a permanent easement and right-of-way to construct, reconstruct, operate, and maintain public utilities.

The request to Council is for a conditional acceptance because should the Smith Creek Phase 3B subdivision plat never be recorded, then the subject ROW dedication and conveyance of the PUE would not occur. It is City staff's expectation that the Phase 3B plat will be ready for final approval and recording by year's end and that both ROW and PUE conveyance documents will be finalized and recorded concurrently with the subdivision plat.

**FINANCIAL IMPACT:**

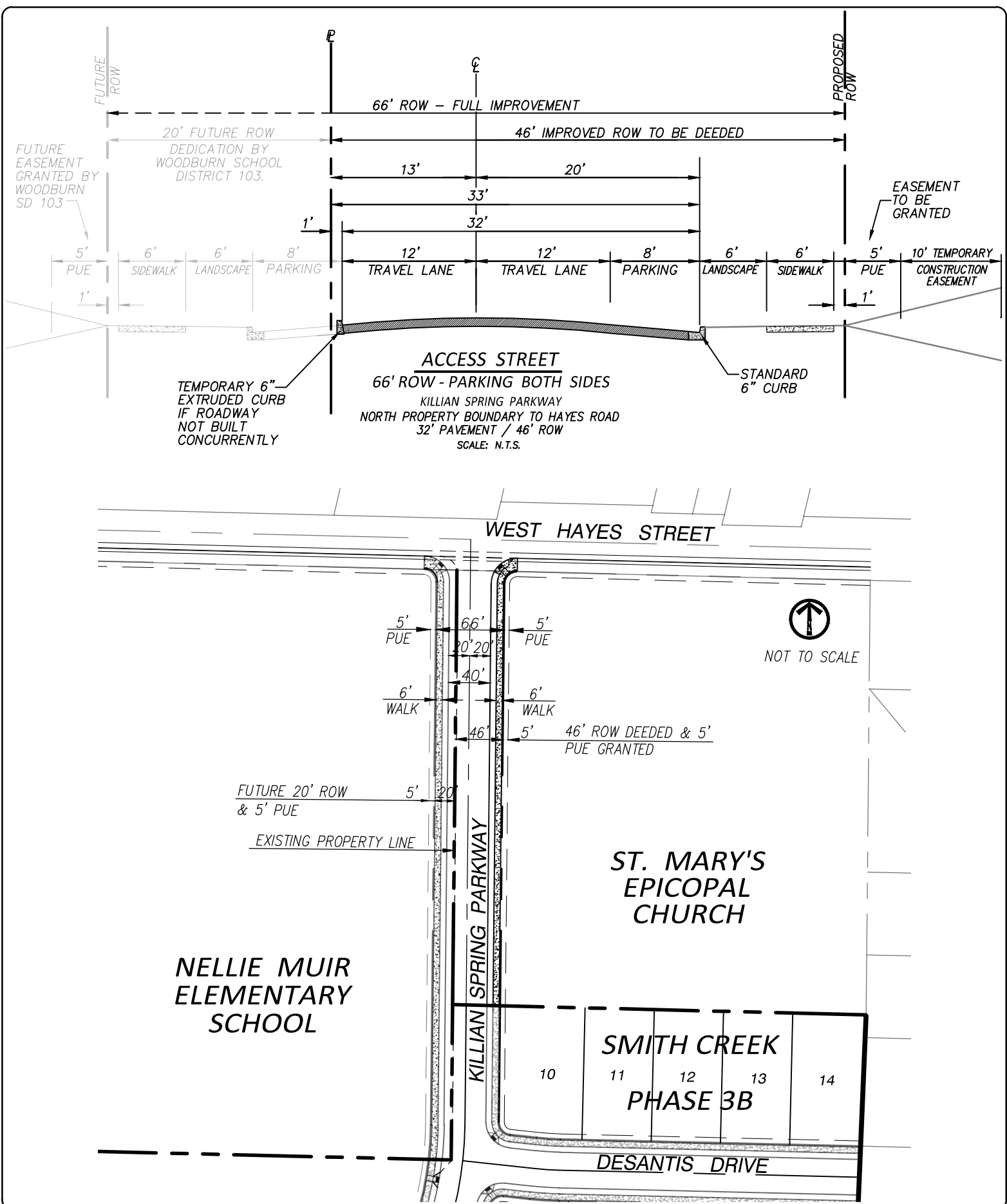
There is no cost to the City for the Right-of-Way dedication or PUE.

**Attachments**

Exhibit P from the Smith Creek Approved Development Plans

Draft Right-of-Way dedication document with included legal description and drawing for ROW as Exhibit "A" and Exhibit "B"

Draft Public Utility Easement document with included legal description and drawing for PUE as Exhibit "A" and Exhibit "B"



**SMITH CREEK**  
RESIDENTIAL DEVELOPMENT  
**EXHIBIT P**  
**SUPPLEMENT**

**STAFFORD**  
DEVELOPMENT COMPANY, LLC  
485 SOUTH STATE STREET  
LAKE OSWEGO, OREGON 97034

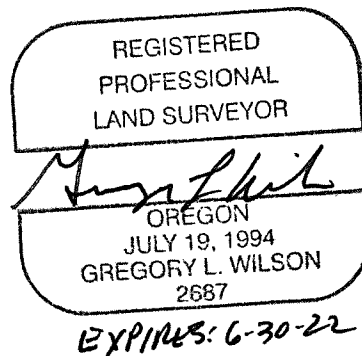
**SMITH CREEK**  
CITY OF WOODBURN, OREGON

# EXHIBIT A

Legal Description for:  
Right of Way Dedication

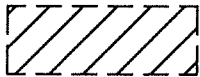
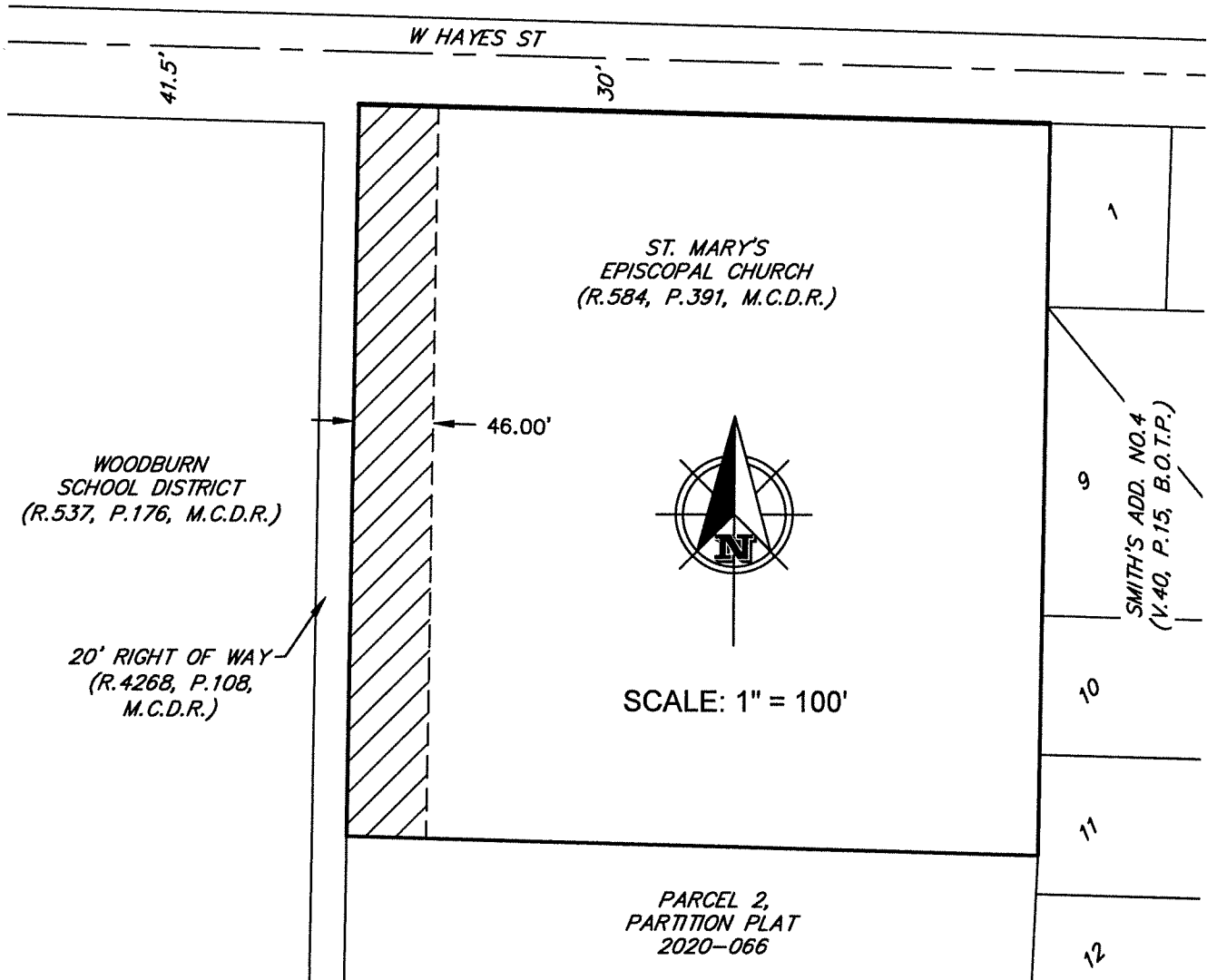
A strip of land, 46.00 wide, situated in the southwest one-quarter of Section 7, Township 5 South, Range 1 West and the southeast one-quarter of Section 12, Township 5 South, Range 2 West of the Willamette Meridian, in the City of Woodburn, Marion County, Oregon, and being a portion of that property described in Reel 584, Page 391, Deed Records for Marion County, Oregon, said strip being more particularly described as follows:

The West 46.00 feet of that tract of land described in deed recorded April 3, 1964 in Reel 584, Page 391, Marion County Deed Records, containing 19,304 square feet of land, more or less.



# EXHIBIT B

LOCATED IN THE SW 1/4, SEC. 7, T. 5 S., R. 1 W. &  
SE 1/4, SEC. 12, T. 5 S., R. 2 W., W.M.,  
CITY OF WOODBURN, MARION COUNTY,  
OREGON



- RIGHT-OF-WAY DEDICATION  
(19,304 SQUARE FEET)

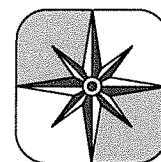
## LEGEND

V. - VOLUME  
R. - REEL  
P. - PAGE  
B.O.T.P. - BOOK OF TOWN PLATS  
M.C.D.R. - MARION COUNTY  
DEED RECORDS

REGISTERED  
PROFESSIONAL  
LAND SURVEYOR

*Gregory L. Wilson*

OREGON  
JULY 19, 1994  
GREGORY L. WILSON  
2687



**BARKER  
SURVEYING**

**BARKER SURVEYING**  
3657 KASHMIR WAY SE  
SALEM, OREGON 97317  
PHONE (503) 588-8800  
FAX (503) 363-2469

EMAIL: INFO@BARKERWILSON.COM

EXPIRATION DATE: 6/30/2022

**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

**DEDICATION DEED**  
**(RIGHT OF WAY)**

\_\_\_\_\_,  
(address) \_\_\_\_\_, **Grantor**, does hereby grant  
to the **CITY OF WOODBURN**, a municipal corporation of the State of Oregon, **Grantee**, the  
following real property situated in the County of Marion, State of Oregon, to be used and held by  
the City of Woodburn for public street, road, right-of-way, and utility purposes, bounded and  
described as follows:

See attached **EXHIBIT A** Legal Description; and

See attached **EXHIBIT B** Drawing for Legal Description.

The true consideration for this conveyance is: \$ Other value given, the receipt and  
sufficiency of which is hereby acknowledged by GRANTOR

GRANTOR hereby covenants to GRANTEE that GRANTOR is the fee title owner of the above  
described real property, free from all encumbrances, that GRANTOR has the right to convey the  
property to GRANTEE, and that GRANTOR and their heirs and personal representatives shall  
warrant and forever defend the title to the property against all lawful claims and demands  
whatsoever.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

**GRANTOR**

\_\_\_\_\_

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



State of Oregon )  
 ) ss.  
County of \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
 (day) (month) (year)  
 by \_\_\_\_\_, as \_\_\_\_\_  
 (Signer's Name) (Title; write N/A if not applicable)  
 of \_\_\_\_\_  
 (Name of Entity of whose behalf record is executed; write N/A if not applicable)

Notary Public for Oregon  
My Commission Expires \_\_\_\_\_

## GRANTEE'S ACCEPTANCE

By Signature below, the City of Woodburn, Oregon, hereby accepts this dedication pursuant to ORS 92.014.

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

State of Oregon             )  
County of Marion        ) ss.

This instrument was acknowledged before me on \_\_\_\_\_, \_\_\_\_\_, by Scott Derickson, City Administrator of the City of Woodburn, acting under authority granted to him by the Woodburn City Council.

Notary Public for Oregon  
My Commission Expires \_\_\_\_\_

## **EXHIBIT A**

DESCRIPTION OF LAND TO BE DEDICATION FOR RIGHT-OF-WAY

## **EXHIBIT B**

DRAWING FOR LEGAL DESCRIPTION OF LAND TO BE DEDICATION FOR RIGHT-OF-WAY

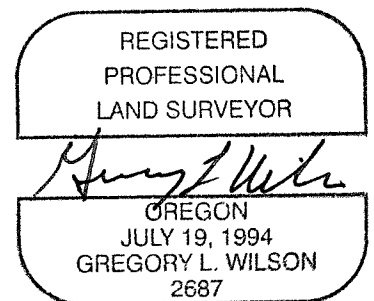
# EXHIBIT A

## Legal Description for: Public Utility Easement

A strip of land, 5.00 in width, situated in the southwest one-quarter of Section 7, Township 5 South, Range 1 West of the Willamette Meridian, in the City of Woodburn, Marion County, Oregon, and being a portion of that property described in Reel 584, Page 391, Deed Records for Marion County, Oregon, said strip being more particularly described as follows:

Beginning at a point that is on the south boundary of said property described in Reel 584, Page 391, said point being South 88°34'57" East 46.00 feet from the Northerly northwest corner of Parcel 2, Partition Plat 2020-66, as platted and recorded in the Book of Partition Plats for Marion County, Oregon; and running thence:  
North 0°34'02" East 419.87 feet to a point on the south right of way of West Hayes Street, said point be 30.00 feet Southerly at a perpendicular distance from the centerline of said street;  
thence South 88°34'57" East 5.00 feet along said south right of way and parallel with said centerline;  
thence leaving said right of way, South 0°34'02" West 419.87 feet to the south boundary of the aforementioned property described Reel 584, Page 391;  
thence North 88°34'57" West 5.00 feet along said south boundary to the Point of Beginning, containing 2,099 square feet of land, more or less.

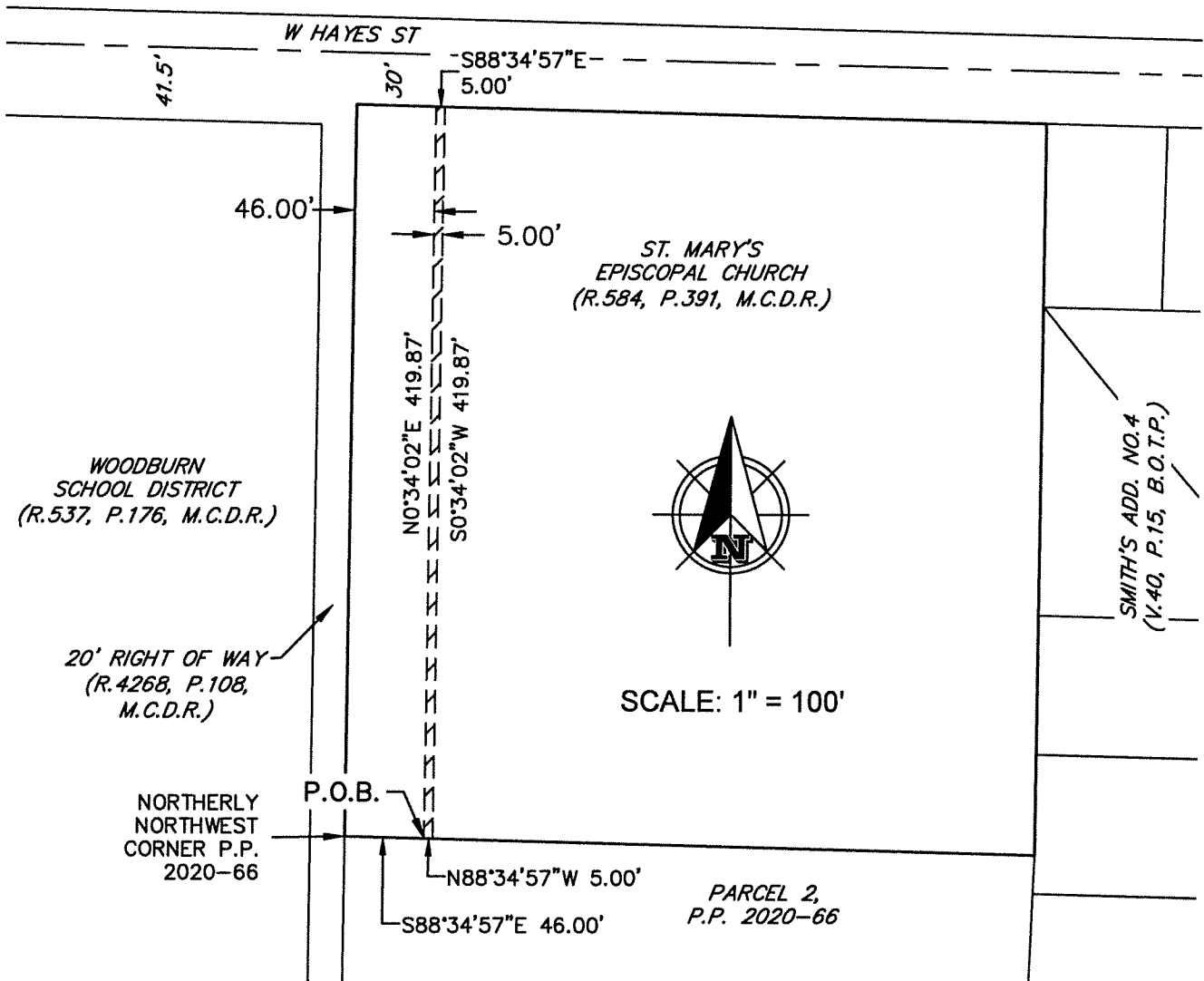
Bearings based on Partition Plat 2020-66



EXPIRES: 6-30-22

# EXHIBIT B

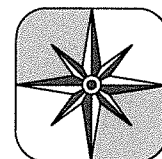
LOCATED IN THE SW 1/4, SEC. 7, T. 5 S., R. 1 W., W.M.,  
CITY OF WOODBURN, MARION COUNTY,  
OREGON



- PUBLIC UTILITY EASEMENT  
(2,099 SQUARE FEET)

## LEGEND

P.O.B. - POINT OF BEGINNING  
V. - VOLUME  
R. - REEL  
P. - PAGE  
B.O.T.P. - BOOK OF TOWN PLATS  
M.C.D.R. - MARION COUNTY  
DEED RECORDS  
P.P. - PARTITION PLAT



**BARKER  
SURVEYING**

**BARKER SURVEYING**  
3657 KASHMIR WAY SE  
SALEM, OREGON 97317  
PHONE (503) 588-8800  
FAX (503) 363-2469  
EMAIL: INFO@BARKERWILSON.COM

EXPIRATION DATE: 6/30/2022

AFTER RECORDING RETURN TO:

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

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

**[NAME OF ENTITY]** 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 **[describe 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 **[written amount]** (\$ **[ ]**), 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[NAME OF ENTITY]

BY: \_\_\_\_\_

[Name of Person, Title]

### CORPORATE ACKNOWLEDGEMENT

STATE OF OREGON, County of \_\_\_\_\_) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by [name(s) of person(s)], as [type of authority, e.g., officer, trustee, etc.] of [name of entity on behalf of whom instrument was executed] a corporation 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.

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON

My Commission Expires: \_\_\_\_\_

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

## **EXHIBIT “A”**

### **Legal Description of Permanent Easement**



## **EXHIBIT “B”**

### **Sketch for Legal Description of Permanent Easement**

December 13, 2021

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator  
N. Robert Shields, City Attorney

SUBJECT: **Settlement of CIS Wastewater Treatment Plant Claim**

**RECOMMENDATION:**

Receive the report.

**BACKGROUND:**

On February 13, 2021, Woodburn experienced a significant ice storm that caused extensive damage to the Poplar Reuse System, which is an integral part of the Woodburn Wastewater Treatment Plant.

After this damage occurred, the City Administrator and City Attorney discussed this matter and the City Administrator submitted a claim to City County Insurance Services (CIS), the City's insurer.

CIS summarily denied the City's damage claim because it claimed that there is no coverage for a property item not listed on the CIS Property Schedule.

**DISCUSSION:**

The City Attorney's Office researched this matter and presented a formal demand letter to CIS supported by extensive legal citations. CIS then retained an attorney from a Portland law firm to defend this claim.

In response to the City's demand, after extended discussions with the Portland attorney, City staff took action to settle this contested claim for 80% of the amount it will cost the City to repair the damage. We believe that this is an excellent result since otherwise the City would have recovered nothing.

**FINANCIAL IMPACT:**

The CIS claim settlement of \$159,898.00 will now be available to repair the Wastewater Treatment Plant.

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

**CITY OF WOODBURN**  
**Community Development Department**

**MEMORANDUM**

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

**Date:** December 1, 2021

**To:** Chris Kerr, Community Development Director

**From:** Melissa Gitt, Building Official

**Subject:** Building Activity for November 2021

	2019		2020		2021	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	0	\$0	1	\$316,035	2	\$580,902
Multi-Family Residential	0	\$0	1	\$887,995	1	\$1,599,501
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	1	\$9,000	8	\$99,093	3	\$76,004
Industrial	0	\$0	0	\$0	0	\$0
Commercial	4	\$230,000	5	\$52,117	3	\$1,083,104
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
<b>TOTALS</b>	5	\$239,000	15	\$1,355,240	9	\$3,339,511
<b>Fiscal Year to Date (July 1 – June 30)</b>		<b>\$3,796,739</b>		<b>\$8,099,656</b>		<b>\$28,559,183</b>

- Totals based off of permit valuation



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

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

SUBJECT: **Annexation of Approximately 0.95 Acres of Territory owned by Northwest Willamette Homes LLC at 1251 Brown St (ANX 2020-02) and Approval of Related Land Use Applications for Development into the Valentina Estates No. 2 Subdivision of 5 Lots**

### Recommendation:

Conduct a public hearing and make a motion to tentatively approve the land use applications, directing staff to submit an ordinance for consideration at the next City Council meeting.

### Background:

The item before the Council is action on annexation application ANX 2020-02 by Northwest Willamette Homes LLC on behalf of Northwest Willamette Homes LLC for property at 1251 Brown Street totaling approximately 0.95 gross acres and located south of Vine Avenue on the west side of the road.

The territory is eligible for annexation because it's within the City urban growth boundary (UGB).

Upon annexation, the City would need to designate the property with City zoning. The Comprehensive Plan land use map designates the territory Low Density Residential. Per Comprehensive Plan Policy Table 1, the default compatible zoning district is the Residential Single Family (RS) zoning district, which the applicant accepts.

Because the applicant proposes also to subdivide the subject property into 5 lots, there are child or corollary development applications:

- Zone Change ZC 21-01: This designates City zoning.
- Preliminary Subdivision SUB 2020-02: This proposes subdivision (into 5 lots).

---

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

- Variance VAR 21-04: The request is to vary from the Woodburn Development Ordinance (WDO) by measuring lot depth north-south from the shared access easement instead of east-west from the front lot lines parallel to Brown Street as WDO 1.02 "Lot ... Flag lot" definition and Figure 1.02D would require.

The Planning Commission on October 14, 2021 heard and unanimously recommended approval of the consolidated applications package. The applicant was the only individual to testify at that hearing.

### **Discussion:**

Annexation is a policy decision by the Council.

Decision-making criteria for annexation are in Woodburn Development Ordinance (WDO) 5.04.01C. The attached Planning Commission staff report of October 14, 2021, particularly its Attachment 102 Analyses & Findings, addresses the criteria and finds them met.

The Council reviews and decides upon the consolidated applications package for the development project because per WDO 4.01.07, the City reviews a package at the highest land use review type among the application types. (In this context, it's the annexation application type, which is Type IV – a Council decision.)

### **Financial Impact:**

Annexing the territory into city limits would subject it to City taxing authority, including property tax that generates the largest source of funding for general fund services such as the library, policing, and parks and recreation.

The City permanent tax rate is \$6.0534 per thousand dollars – equal to a millage rate of 6.0534 mils – as set by Oregon Ballot Measure 50 in 1997-98. The property had a rural dwelling, now demolished. The table below simplifies and grossly estimates tax revenue, not accounting for increase resulting from development:

<i>Address</i>	<i>Tax Lot</i>	<i>Marion County Assessed Value (AV)</i>	<i>Gross Estimate of City Property Tax (6.0534 mils)</i>
1251 Brown St	051W18C000900	\$118,890	\$719.69

The estimate neither accounts for how the City might assess property value differently than Marion County nor excludes the unknown cost of providing basic utility services to the properties that the City does not already provide. Crucially, site development would increase both the number of residences and assessed valuation (AV) while also increasing City utility and other service costs.

Attachments:

1. Planning Commission October 14, 2021 Staff Report and attachments:
  101. Marked Tax Map
  102. Analyses & Findings (29 pages)
    - 102A. Public Works comments (2 pages; Oct. 7, 2021)
    - 103A. Annexation Service Provider Letters (SPLs; 4 pages)
    - 103B. Site plan existing site conditions Sheet C2.0 (dated May 4, 2021; submitted May 5, 2021)
    - 103C. Marion County Assessor's Office aerial view of tree canopies (Oct. 6, 2021)
    - 103D. Site plan Sheet C1.0 (dated July 23, 2021; submitted July 26, 2021)
  104. Transportation System Plan (TSP) Fig. 2 "Functional Roadway Classification"



## Staff Report

**To:** Planning Commission

**Through:** Chris Kerr, AICP, Community Development Director *CK*

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

**Meeting Date:** October 14, 2021 (Prepared October 7, 2021)

**Item:** “Valentina Estates No. 2” Subdivision (ANX 2020-02)

**Tax Lot(s):** 051W18C000900; 1251 Brown Street

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### Issue before the Planning Commission

Annexation ANX 2020-02 (Type IV) with proposed subdivision SUB 2020-02 Valentina Estates No. 2 and variance request: Commission is to hold a public hearing and make a recommendation to the City Council.





### *Development*

The developer will improve the street frontage from a rural gravel road to a half-street with asphalt, curb, landscape strip with street trees, and sidewalk and will grant public shared access to and from Brown Street along the shared driveway for the west rear landlocked Lots 2-4, the ones that lack direct access to a public street.

After obtaining from the City Subdivision Final Plat Approval (FSUB), the developer would begin and complete recordation of the plat and easements with the Marion County Surveyor's Office. Then the developer or a homebuilder would obtain City building permits and build dwellings.

Site plans are within Attachments 103B & D.

The Public Works Department, Woodburn Fire District, and Woodburn School District gave the applicant annexation service provider letters (SPLs; Attachment 103A) indicating that they can serve the development.

### *Variance*

The variance application is for one request for Lots 2 & 3 to measure lot depth north-south from the shared access easement instead of east-west from the front lot lines parallel to Brown Street as WDO 1.02 "Lot ... Flag lot" and Figure 1.02D would require.

### **Recommendation**

Approval: Staff recommends that the Planning Commission consider the staff report and attachments and recommend approval to the City Council application with the conditions recommended included with this report.

## Conditions of Approval

The conditions are copied from towards the end of the analyses and findings (Attachment 102):

### *General*

G1. As part of building permit application, the applicant shall submit revised site plans meeting the conditions of approval and obtain Planning Division approval through sign-off on permit issuance.

G2. The applicant or successors and assigns 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: Attachment 201 serves as a dictionary or glossary defining certain abbreviations, acronyms, phrases, terms, and words in the context of the conditions of approval. The 200 series of attachments are as binding as the conditions of approval in the main body of the final decision.

G4. Due dates / public improvements:

- a. PLA/PAR/SUB: Unless a condition specifies otherwise, conditions inc. those relating to any of final subdivision, final partition, property line adjustment or lot consolidation recordation are due by any of (1) before completion of recordation with the County, specifically no later than a City official signing a plat or re-plat Mylar per WDO 5.01.06C.1 and (2) building permit application, whichever is earlier. Also prior to both any recordation of any final subdivision, final partition, or property line adjustment and any of (1) and (2), whichever of (1) or (2) is earlier, the applicant shall submit and obtain Planning Division approval of an Address Assignment Request. (For suggested addresses to request, refer either to the Pre-App PRE 2020-15 follow-up notes p. 6. or to the staff report / final decision "Notes to the Applicant" section that comes after the conditions, Note 18.)
- b. Dedications & Construction: Unless a condition specifies otherwise, ROW and easement dedications and recordation(s), construction of frontage/street improvements, and construction of off-site, park, and other public improvements are due by any of (1) before completion of recordation with the County, specifically no later than a City official signing a plat or re-plat Mylar per WDO 5.01.06C.1 and (2) building permit application, whichever is earlier. Where phasing is relevant, building permit issuance means issuance for the phase in which the conditioned improvement is located.

G5. Recordation due dates: The applicant shall apply to the County for recordations of items that the City requires no later than six (6) months prior to expiration of the land use approval as WDO 4.02.04B establishes, and shall complete recordations no later than three years past the land use “final decision” date. The due date to complete recordations shall not supersede when recordations are due per Condition G4.

G6. Improvements civil engineering plan (CEP) review: Per Attachment 203.

G7. Final plat application: The developer shall, prior to recordation with the County, apply to the City for Subdivision Final Plat Approval per WDO 5.01.06.

G8. Fees: The developer shall pay fees per Attachment 206.

G-PW. Public Works: The developer shall follow the appended PW comments (October 7, 2021; Attachment 102A).



*Preliminary Subdivision 2020-03*

SUB-1. Administration and documents: Per Attachment 202.

SUB-2. Brown Street: The developer shall:

- a. Streetside PUE: Dedicate 5 ft per WDO 3.02.01B and no wider per Condition V2a.
- b. Bicycle lane: Be required to construct per Condition V2b.
- c. Landscape strips: In addition to street trees per Condition V2d, landscape and irrigate per Condition V2c.
- d. ROW: Dedicate ROW to result in min 36 ft west of centerline to meet or exceed the min width necessary to conform to WDO Figure 3.01D.
- e. Improvements: Improve per both the half-street of Figure 3.01D plus 4 ft additional width of pavement east of centerline to conform to WDO 3.01.03C. Bury electric power lines per Condition V3.
- f. Subsurface/underground: Construct subsurface or underground improvements for potable water, sanitary sewer, and drainage or stormwater management as PW directs.

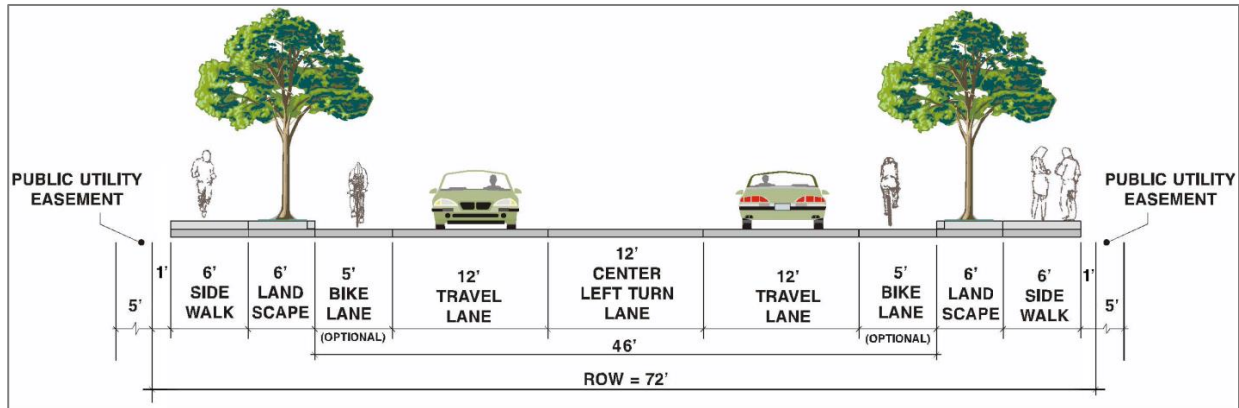


Exhibit SUB-2: Figure 3.01D – Service Collector

SUB-3. Access management and public shared access:

- a. Access management: The developer's choice of either Lot 1 or 5 is prohibited from its own direct driveway access to Brown Street and shall take vehicular access from the shared access driveway shared among Lots 2-4. The driveway on the remaining lot shall be max width per Condition V5.
- b. Shared access easement: To meet WDO 3.04.0A.2 & 3.04.03B.1, the developer shall establish a public shared access easement minimum 20 ft wide if the shared driveway is curbsless, 21 ft if with curbs, or wider depending on how the developer conforms to walkway Condition V4, and revocable only with the concurrence of the Director. The easement centerline shall follow that of the shared driveway and extend between ROW and each driveway stub.
- c. Text: The easement shall grant public access (ingress/egress) to and from Brown Street to the benefit of Lots 2-4 as well as either Lot 1 or 5 and include the following text: "Pursuant to Woodburn Development Ordinance (WDO) 3.04.03B.3, the public shared access (ingress and egress) right of this easement is revocable only with the written concurrence of the Community Development Director."
- d. Driveway: The driveway shall be maximum 20 ft wide if curbsless or 21 ft if with two 6-inch curbs. The developer may sharpen the appearance of the turn radius of the driveway "T" by installing "grasscrete". The developer shall pave the south jut of the fire apparatus turnaround to the south property line, without curbing, to be adjacent to Lot 2 or Lots 1 & 2 of a preliminary subdivision of the Brown Street Properties, including 1550 Brown Street, proposed through Pre App PRE 21-25 as Exhibit SUB-3 below illustrates.

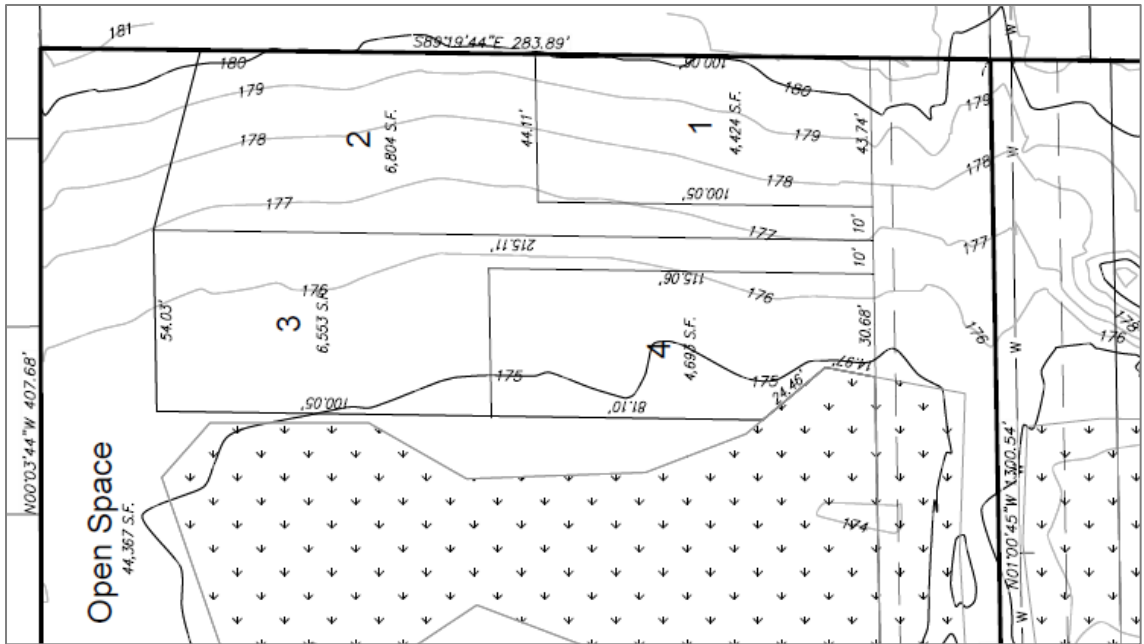


Exhibit SUB-3: PRE 21-25 draft subdivision plan

- e. Review: Regarding Condition G4, the developer shall submit a draft easement text and draft Exhibit A legal description and Exhibit B drawing prior to recordation and bundled with other materials for review regarding conditions that are due prior to final plat approval by the City.
- f. Utilities / off-street PUE: Atop the shared access driveway, the developer shall dedicate an off-street PUE minimum width 16 ft that both secures access to public utilities by each of min Lots 2-4 and to accomplish such as PW directs.
- g. Maintenance agreement: To meet WDO 3.04.03B.1 & 3, the developer shall establish a shared driveway private maintenance agreement addressing surface and subsurface/underground shared improvements. The developer need not submit a draft for Director review prior to recordation, but shall submit a copy of the recorded document by, as an exception to any conflicting general condition about due dates, building permit application.

## Variance 21-04

V1. Lot depth: Varying from WDO 1.02 "Lot ... Flag lot" and Figure 1.02D, the developer may apply the lot depth standard for Lots 2 & 3 north-south instead of east-west.

V2. Brown Street: The developer shall:

- a. Streetside PUE: Not dedicate streetside PUE wider than 5 ft, with allowance for a jut or juts around fire hydrants to meet OFC as administered by the independent Woodburn Fire District or public works construction code.
- b. Bicycle lane: Construct the WDO Figure 3.01D west half-street bicycle lane, and stripe it both to be *MUTCD*-compliant and as PW directs.
- c. Landscape strips: Landscape the landscape strip or strips area remaining after street tree plantings with lawn grass or, if the City Engineer in writing allows, a species of groundcover. Cobblestones, gravel, pebbles, and rocks are prohibited. Bark dust, mulch, or wood chips are permissible only within the immediate vicinity of a street tree trunk. The developer shall install landscape strip irrigation, and shall provide temporary irrigation during construction, per the public works construction code.
- d. Street trees: Plant min 4 street trees inc. w/ root barriers as Attachment 201 defines. Fees in-lieu, if any, shall be per Attachment 206.

V3. Burial of electric power lines: The developer shall do either (a.) or (b.):

- a. Bury: At the site SE corner, remove from the electric power pole from the ROW, bury under the presently unpaved ROW the power line(s) that cross SW from the SE corner of Brown Street and the manufactured dwelling park driveway. (See Sheet C2.0 Existing Site Conditions as Attachment 103B for context). If the electric utility directs, it is permissible to install a new pole or poles within the easterly side of the Brown Street ROW beyond the gravel road to accomplish the lines going into and coming out of the ground east of the road. This shall be due the same as per Condition G4b; or
- b. Pay: Pay an electric power pole removal and line burial fee per Attachment 206.
- c. On-site: On site (outside ROW), the developer shall bury or underground all utility services per WDO 3.02.04C.

V4. Shared access walkway: The developer shall provide for shared walking access by constructing an ADA-compliant walkway min 3.5 ft wide, including curb width, along the required shared access driveway and that connects to each of Lots 2-4 as follows:

- a. Alignment/route: The walkway may follow the driveway within or outside it. The walkway may be part of mountable curb if the flat area above the slope is min width 3.5 ft.
- b. Pavement: The walkway may be asphalt, poured concrete, or concrete pavers.
  - (1) If asphalt: Whether within the driveway 20-ft width of asphalt or as additional width of asphalt, the walkway shall be hatch-striped, similar to an ADA parking stall accessible aisle, min width 3.5 ft to distinguish it from adjacent vehicular area.

(2) If concrete: (a) if outside the driveway 20-ft width, then raised min 4 inches or (b) if within, then raised through mountable curbing. Either way, a concrete walkway shall be constructed to the same PW structural support, thickness, and slope specifications as for sidewalk.

- c. Access easement: The shared access easement shall cover the walkway area. The walkway shall be constructed to the same PW structural support, thickness, and slope specifications as for sidewalk.
- d. Plan review: Drawings and documents necessary to administer the condition are due by building permit application, and walkway construction is due by final inspection.

V5. Driveway max: The shared driveway shall be 20 ft wide max measured between curbing, if any, unless the OFC as administered by the independent Woodburn Fire District causes driveway width to exceed the max, and the driveway approach / apron / curb cut for Lot 1 or 5 shall be 16 ft wide max and located no farther than 6 ft from the shared driveway curb cut.

V6. Bond / bonding / performance guarantee: If the City accepts a request to review bonding construction of public improvements, review and approval, if any, shall be per Attachments 204 & 206.

V7. Significant Tree removal: For any and every Significant Tree the developer would remove, the developer shall pay a fee per Attachment 206.

V8. Architecture: Where a WDO 3.07.03 provision regulates a dwelling front, for each dwelling on Lots 2 & 3 the provision shall apply to the south facade.

V9-T. Bus transit fee: To further transportation demand management (TDM) through bus transit, the developer shall pay a bus transit fee per Attachment 206.

## **Actions**

The Planning Commission may instead act on the land use application(s) to recommend to:

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

If the Planning Commission were to act upon the recommendation, staff would proceed to a City Council hearing, tentatively scheduled for November 22, 2021, with the Commission recommendation. (Were the Council to approve the consolidated application package, it would do so by adopting two ordinances, one for annexation and one for zoning, and authorizing a final decision document for the applications besides the annexation.)

## **Attachment List**

101. Marked Tax Map
102. Analyses & Findings
- 102A. Public Works comments (Oct. 7, 2021; 2 pages)
- 103A. Annexation Service Provider Letters (SPLs; 4 pages)
- 103B. Site plan existing site conditions Sheet C2.0 (dated May 4, 2021; submitted May 5, 2021)
- 103C. Marion County Assessor's Office aerial view of tree canopies (Oct. 6, 2021)
- 103D. Site plan Sheet C1.0 (dated July 23, 2021; submitted July 26, 2021)
104. Transportation System Plan (TSP) Fig. 2 "Functional Roadway Classification"
- 201.\* ANX 2020-02 Valentina Estates No. 2: Dictionary & Glossary
202. ANX 2020-02 Valentina Estates No. 2: Administration Provisions
203. ANX 2020-02 Valentina Estates No. 2: Civil Engineering Plan (CEP) Review Provisions
204. ANX 2020-02 Valentina Estates No. 2: Performance Guarantee / Bond / Bonding Provisions
205. [Number skipped.]
206. ANX 2020-02 Valentina Estates No. 2: Conditioned Fees

\*The 200 series of attachments are details for the Attachment 102 conditions of approval.



**WOODBURN**  
**05 1W 18C**



## ANX 2020-02: 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
■	Deviation: Planned Unit Development, Zoning Adjustment, and/or Variance	Request to modify, adjust, or vary from a requirement

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

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## Project Name & Case File Numbers

The applicant submitted the project name Schultz Farm, but through re-submittal renamed it to Dove Landing. The land use application master/parent case file number is Annexation ANX 2020-03, and the children/corollary case file numbers are Planned Unit Development PUD 2020-02, Preliminary Subdivision SUB 2020-03, & Zone Change 2020-02.

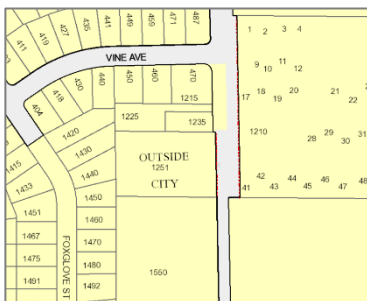
## Location

<i>Address(es)</i>	1251 Brown St
<i>Tax Lot(s)</i>	051W18C000900, 0.95 acres
<i>Nearest intersection</i>	Brown St & Vine Ave

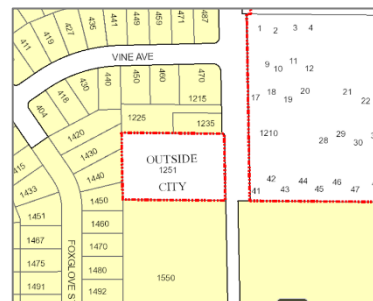
## Land Use & Zoning

<i>Comprehensive Plan Land Use Designation</i>	Low Density Residential
<i>Zoning District</i>	To be zoned Residential Single Family (RS) upon annexation
<i>Overlay District(s)</i>	none
<i>Existing Use(s)</i>	Demolished rural homestead

For context, the comprehensive plan land use map designations and zoning are illustrated below with excerpts from the City geographic information system (GIS), the subject property labeled “outside city”, and the zoning is tabulated further below:



Comprehensive Plan land use map excerpt



Zoning map excerpt

Cardinal Direction | Adjacent Zoning

North	Residential Single Family (RS)
East	No City zoning because not annexed; Lazy Acres Mobile Home Park.
South	RS; "Brown Street Properties"
West	RS; Boones Crossing Phase 4 PUD subdivision

## Statutory Dates

<i>Application Completeness</i>	August 11, 2021
<i>120-Day Final Decision Deadline</i>	December 9, 2021 per Oregon Revised Statutes (ORS) <a href="#">227.178</a> . (The nearest and prior regularly scheduled City Council date would November 22.)*

\*However, the Assistant City Attorney had counseled staff on January 16, 2018 that an annexation request is not subject to the 120-day deadline for final action per 227.178(8).

## Annexation Provisions

Because the proposal is for annexation, per 5.04 it requires a Type IV review with City Council decision. The applicant submitted application materials on October 22, 2020 and revised and additional materials through August 3, 2021 (excerpted within Attachment 103).

### 5.04.01 Annexation

- A. Purpose:** The purpose of this Type IV review is to provide a procedure to incorporate contiguous territory into the City in compliance with state requirements, Woodburn Comprehensive Plan, and Woodburn Development Ordinance.
- B. Mandatory Pre-Application Conference:** Prior to requesting annexation to the City, a Pre-Application Conference (Section 4.01.04) is required. ...
- C. Criteria:**
1. Compliance with applicable Woodburn Comprehensive Plan goals and policies regarding annexation.
  2. Territory to be annexed shall be contiguous to the City and shall either:
    - a. Link to planned public facilities with adequate capacity to serve existing and future development of the property as indicated by the Woodburn Comprehensive Plan; or
    - b. Guarantee that public facilities have adequate capacity to serve existing and future development of the property.
  3. Annexations shall show a demonstrated community need for additional territory and development based on the following considerations:
    - a. Lands designated for residential and community uses should demonstrate substantial conformance to the following:
      - 1) The territory to be annexed should be contiguous to the City on two or more sides;
      - 2) The territory to be annexed should not increase the inventory of buildable land designated on the Comprehensive Plan as Low or Medium Density Residential within the City to more than a 5-year supply;
      - 3) The territory proposed for annexation should reflect the City's goals for directing growth by using public facility capacity that has been funded by the City's capital improvement program;
      - 4) The site is feasible for development and provides either:
        - a) Completion or extension of the arterial/collector street pattern as depicted on the Woodburn Transportation System Plan; or
        - b) Connects existing stub streets, or other discontinuous streets, with another public street.

- 5) Annexed [*sic*] fulfills a substantial unmet community need, that has been identified by the City Council after a public hearing. Examples of community needs include park space and conservation of significant natural or historic resources.
- b. Lands designated for commercial, industrial and other uses should demonstrate substantial conformance to the following criteria:
- 1) The proposed use of the territory to be annexed shall be for industrial or other uses providing employment opportunities;
  - 2) The proposed industrial or commercial use of the territory does not require the expansion of infrastructure, additional service capacity, or incentives that are in excess of the costs normally borne by the community for development;
  - 3) The proposed industrial or commercial use of the territory provides an economic opportunity for the City to diversify its economy.
- D. Procedures:
1. An annexation may be initiated by petition based on the written consent of:
    - a. The owners of more than half of the territory proposed for annexation and more than half of the resident electors within the territory proposed to be annexed; or
    - b. One hundred percent of the owners and fifty percent of the electors within the territory proposed to be annexed; or
    - c. A lesser number of property owners.
  2. If an annexation is initiated by property owners of less than half of property to be annexed, after holding a public hearing and if the City Council approves the proposed annexation, the City Council shall call for an election within the territory to be annexed. Otherwise no election on a proposed annexation is required.
- E. Zoning Designation for Annexed Property: All land annexed to the City shall be designated consistent with the Woodburn Comprehensive Plan, unless an application to re-designate the property is approved as part of the annexation process.
- F. The timing of public improvements is as follows:
1. Street dedication is required upon annexation.
  2. Dedication of public utility easements (PUE) is required upon annexation.
  3. Street improvements are required upon development.
  4. Connection to the sanitary sewer system is required upon development or septic failure.
  5. Connection to the public water system is required upon development or well failure.
  6. Connection to the public storm drain system is required upon development.

Regarding subsection B., staff hosted pre-application conference Pre-App PRE 2020-15 on July 14, 2020.

The applicant requests that the City designate the annexed territory with the Residential Single Family (RS) zoning district.

Regarding the criteria of subsection C.:

1. The City Comprehensive Plan, Section G. Growth Management and Annexation contains annexation policies on pp. 30-31. The annexation criteria in the WDO already reflect the goals, including efficient City services.

First, the territory to be annexed is within the Woodburn Urban Growth Boundary (UGB). The premise of a UGB is to define an area feasible for the City to provide services to greenfield development over approximately 20 years as described in the Comprehensive Plan. So, in this way the annexation of territory within the UGB is consistent with the comp plan.

Second, the territory also is adjacent to infrastructure that development can make use of or extend into the territory to develop it:

- Roads and street: Brown Street borders to the property to the east, providing a means of access. (The annexation legal description and map series excludes the right-of-way (ROW) adjacent to the site. ANX 2018-01 Brown Street properties annexed the ROW through Ordinance No. 2563 [2018], Exhibit B.)
  - Transit: Along Brown Street, the City and other agencies could run transit vehicles. To mitigate the effect of additional dwellings on the City bus transit system, staff applies a condition to development itself to assess a small fee.
  - Potable water, sanitary sewer, and stormwater sewer: These are adjacent or nearby, and as the Public Works Department Engineering Division directs at the civil engineer plan (CEP) review and public works permit stage, the developer will upgrade and extend them as necessary to provide laterals to the site development and for these upgraded and extended utilities to accommodate the demands of the development.
  - Other: Other franchise utility providers attend to such utilities as electric power, cable television and internet, natural gas, and cellular wireless telephony, often using existing or extended ROWs. However, because required street improvements through 3.01 affect 3.02.04 relating to electric power lines and other utilities, staff applies a condition or conditions to development itself to clarify how staff applies 3.02.04 and ensure either that adjacent power lines go from a rural overhead state to an urban underground state or that a developer pays a reasonable contribution towards such.
2. The territory is contiguous to the City. Per the comp plan and with implementation through the WDO, upon development of the territory the City would require

improvements that guarantee that public facilities have adequate capacity to serve such development.

The Public Works Department identified no impediments to serve the development that would not be resolved at the permitting stage, evidenced by the Public Works comments that are Attachment 102A.

Second, the Public Works Department, Woodburn Fire District (WFD), and Woodburn School District (WSD) submitted service provider letters (SPLs) as annexation applications require. They are in Attachment 103A. The Public Works one dated August 31, 2020 states:

“This letter is to certify that the City of Woodburn has no capacity issue with the public wastewater treatment facility or public water treatment facility. However, the subject property is not adjacent to an existing collection system for water, wastewater or a public storm sewer collection system. The requirements for these collection facilities would still need to be determined. The capacity analysis, design and installation would be the responsibility of the applicant/property owner.”

Along with the Public Works comments that are Attachment 102A, it appears to Planning Division staff that the Public Works Department Engineering Division has no objection to annexation and that public works can serve the development through typical public improvements by a developer of the territory to be annexed.

Additionally, the applicant’s narrative (October 21, 2020, p. 1) states:

“The existing sanitary sewer will extended to the south to serve the annexed property. This sanitary sewer has adequate capacity for the annexed property. The water system is existing in front of the proposed annexation property. This water system has adequate capacity. The storm system for the annexed property will be to connect to the system to the south. This south system has adequate capacity and elevation for the proposed annexation.”

There’s no written objection by the Public Works Department Engineering Division to the applicant’s narrative.

The staff bullet 2 and 4 comments on criterion 1, regarding transit and electric power lines, are relevant also to this criterion 2 about public facility (infrastructure) adequate capacity.

3. a. Examining the considerations under subsection a. because the Comprehensive Plan land use map designates the territory Low Density Residential, and the territory is to be

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designated with Residential Single Family (RS) base zoning district consistent with both the applicant's request and Comprehensive Plan Policy Table 1:

- 1) The territory to be annexed at its north, south, and west boundaries meets the guideline that it "should be contiguous to the City on two or more sides".

- 2) The applicant's narrative (p. 2) states:

"Woodburn Buildable Lots are in low supply. These new proposed 5 lots will be far below the Woodburn 5-year supply."

Staff concurs.

- 3) The applicant's narrative (p. 2) states:

"The proposed annexation utilizes available Street, Water, Sanitary sewer and Storm water systems."

There's no written objection by the Public Works Department Engineering Division to the applicant's narrative.

- 4) Regarding (a), the applicant's narrative (p. 2) states:

"Brown Road is a developed Street within Woodburn and the Marion County Portion to the south is a gravel road. This gravel road does match the alignment in Woodburn. The improved Brown Road fronting 1251 Brown Road will meet Woodburn Transportation Plan."

Staff concurs and adds that regarding (b), the narrative adds that this is not applicable, and staff concurs.

- 5) The applicant asserts no unmet community need. Because these analyses and findings come before the first public hearing by the Planning Commission, it is yet unknown if annexation fulfills a substantial unmet community need because the City Council has not yet identified such a need.

Annexation of the subject territory demonstrates substantial conformance with the criteria.

Regarding D., the applicant obtained the requisite written consent and such that no election is needed.

Regarding E., the applicant confirms the proposal includes no request to amend the Comprehensive Plan land use designation or upon annexation to designate the territory with a City base zoning district other than RS. (Pursuant to Comprehensive Plan Policy Table 1, RS is the only applicable zoning district that implements the Low Density Residential designation.)

Regarding F., the applicant need not address subsection 1. because the territory to be annexed is adjacent to annexed ROW and because the public improvements including ROW and public utility easement (PUE) dedications that F. describes are addressed through development review, i.e. land use review of site plans and, after land use review, civil engineering plan (CEP) review by the Public Works Department Engineering Division, instead of annexation itself

✓ The annexation meets the criteria, including with conditions on the development itself.

## Zoning Map Change Provisions

### Zoning Map Change Provisions

#### 5.04.04

**A. Purpose:** The purpose of an Owner Initiated Official Zoning Map Change is to provide a procedure to change the Official Zoning Map, in a manner consistent with the Woodburn Comprehensive Plan.

**B. Criteria:** The following criteria shall be considered in evaluating an Official Zoning Map Change;

- 1. Demonstrated need for the proposed use and the other permitted uses within the proposed zoning designation.**
- 2. Demonstrated need that the subject property best meets the need relative to other properties in the existing developable land inventory already designated with the same zone considering size, location, configuration, visibility and other significant attributes of the subject property.**
- 3. Demonstration that amendments which significantly affect transportation facilities ensure that allowed land uses are consistent with the function, capacity, and level of service of the facility identified in the Transportation System Plan. This shall be accomplished by one of the following:**
  - a. Limiting allowed land uses to be consistent with the planned function of the transportation facility; or**
  - b. Amending the Transportation System Plan to ensure that existing, improved, or new transportation facilities are adequate to support the proposed land uses consistent with the requirement of the Transportation Planning Rule; or,**
  - c. Altering land use designations, densities, or design requirements to reduce demand for automobile travel and meet travel needs through other modes of transportation.**

Staff interprets this section such that it applies only to rezoning – a change from one City zoning district to another. Because the zone change proposed through ZC 21-01 comes with annexation in order to assign City zoning, and the proposed zoning districts comply with the Comprehensive Plan land use map designations, the criteria are not applicable.

➡ Not applicable.

## **Subdivision Preliminary Approval Provisions**

### **Subdivision Preliminary Approval Provisions**

#### **5.03.10 Subdivision Preliminary Approval**

**A. Purpose:** The purpose of a Type III Subdivision decision is to ensure that the division of properties into 4 or more lots complies with the standards of this Ordinance (Sections 2 and 3). Subdivisions are allowed in all zones, provided the proposal meets applicable standards.

**B. Criteria:** Preliminary approval of a Subdivision shall require compliance with the following:

**1.** That approval does not impede the future best use of the remainder of the property under the same ownership or adversely affect the safe and efficient development of the remainder of any adjoining land or access thereto.

**2.** That the proposed development shall be served with city streets, water, sewer and storm drainage facilities with adequate capacity.

**3.** That the plan for the development takes into account topography, vegetation and other natural features of the site.

**4.** That adequate measures have been planned to alleviate identified hazards and limitations to development:

**a.** For wetlands these shall be the measures required by the Division of State Lands for regulatory wetlands.

**b.** For unstable areas, demonstration that streets and building sites are on geologically stable soil considering the stress and loads.

**5.** The preliminary plat complies with all applicable provisions of this Ordinance (Sections 2 and 3), except where waived by variance.

Regarding the subdivision criteria:

**1.** Adjacent development of residential subdivisions exists to the north (Valentina Estates plat) and west (Boones Crossing Phase 4 PUD plat). To the south is annexed property yet to be redeveloped from rural to urban and for which there will have been a pre-application meeting for subdivision, Pre-App PRE 21-26.

**2.** The Public Works Department Engineering Division will see to this no later than during civil engineering plan (CEP) review following land use / planning / zoning approval.

**3.** The site appears mostly flat, and the site plan appears to take this into account. Regarding tree preservation, see staff examination farther below for 3.06.07. The same analysis and findings there apply also to this subdivision criterion.

**4.** Staff knows of no natural hazards, and none of the applicant's narratives or site plan sheets identify any. Staff knows of no wetlands on site. If any exist, the developer remains responsible for obtaining necessary permits from relevant outside agencies. Staff knows of no steep slope. If any exist, the developer remains responsible for obtaining a grading permit, if required, and per a condition documenting grading

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through a geotechnical report and sufficiently compacting and retaining dirt prior to construction of dwellings. Second, conflicting vehicular turning movements can be a hazard, and because Brown Street is a Service Collector class street (of higher functional class than a local street), and 3.04.03 allows for access management, staff applies a condition or conditions to limit the number of driveways to 2 instead of 3 and to limit the widths of the driveways to lessen speeding, swooping turns into and out of the driveways.

5. Regarding this criterion, yes if with the conditions of approval and except for VAR 21-04 regarding lot depth for Lots 2 & 3. Each lot meets minimum lot area and lot width and access conforms to the allowance for flag lots and for such lots to share access per 1.02 “Lot ... Flag lot”, Figure 1.02D (figure example Lots 3 & 4), and the lot dimensional standards in Table 2.02B.

Staff applies conditions to specify administrative matters about how the developer carries out tasks such as how to record the subdivision, construct the half-street improvements, bury or pay towards burial of electric power lines, provide for a shared driveway and walkway as well as a public shared access easement covering them, and obtain City approval of new street addresses.

■ VAR: Staff further addresses the variance to apply the lot depth standard differently below under the Variance Provisions section.

▲ Staff applies a condition or conditions addressing the subdivision criterion of 5.03.10B.3 regarding tree preservation as well as 3.06.07 regarding Significant Trees and also applies a condition or conditions regarding access management to lessen vehicular turning movement hazard.

## Variance Provisions

The variance application is for one request to measure lot depth north-south from the shared access easement instead of east-west from the front lot lines parallel to Brown Street as WDO 1.02 and Figure 1.02D would require. (1.02 “Lot ... Flag lot”, Figure 1.02D)

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 Request: How the City Applies the Lot Depth Definition**

### **1.02 “Lot ... Flag lot” & Figure 1.02D**

The applicant’s sole variance request is to request for Lots 2 & 3 to measure lot depth north-south from the shared access easement instead of east-west from the front lot lines parallel to Brown Street as WDO 1.02 “Lot ... Flag lot” and Figure 1.02D would require. The applicant’s variance narrative (submitted August 3, 2021; p. 3) states:

“Woodburn Development Code Figure 1.02D indicate that Lots 2 and 3 of the proposed Valentina Estates 2 would be defined as flag lots.

The development code further stipulates in Section 1.02 that the front line ‘in the case of a flag lot, the lot line which is most nearly parallel to the street that provides access to the interior lot.’ The front lines of Lots 2 and 3 which are most nearly parallel to the street are the east lines. With the east lines being the front line, without variance, the lot depth would be defined to be as 79.04' and the minimum depth by Woodburn Development Code is 90'.

Therefore, a variance is being pursued to designate the south lines of lots 2 and 3 to be the south line of each of the lots. This south line is the property line that is the frontage property line along the access lane.”

Staff concurs with the applicant’s description of the request. Regarding the criteria, B.1 & 2, the narrative states (pp. 3-4):

“Strict adherence to the Woodburn Development Standards would limit the development to 4 residential lots. The Valentina Estates Phase 2 as presented provides 5 buildable lots meeting Woodburn Development Lot Sizes and dimensions. Allowing the frontage of Lots 2 and 3 to be the south lines parallel to the private access lane would provide 5 buildable lots.

Limiting the development to 4 lots imposes an excessive burden on the property owner.

The proposed Valentina Estates 2 has frontage along Brown Street and access from the private lane for Lots 2, 3, 4, and 5. There are no through streets in the proposed development. The proposed development is an island of infill in the Woodburn residential areas.

The proposed development will not impact existing or potential uses of the development on the subject property or adjacent properties.”

Staff concurs and recommends conditions of approval.

▲ The variance criteria are met with conditions.



## Remaining Provisions

These are applicable provisions not already addressed in the application type provisions sections above.

### 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.

The proposal is consolidated.

### 2.07 Special Uses

There is no “community club building” (clubhouse).

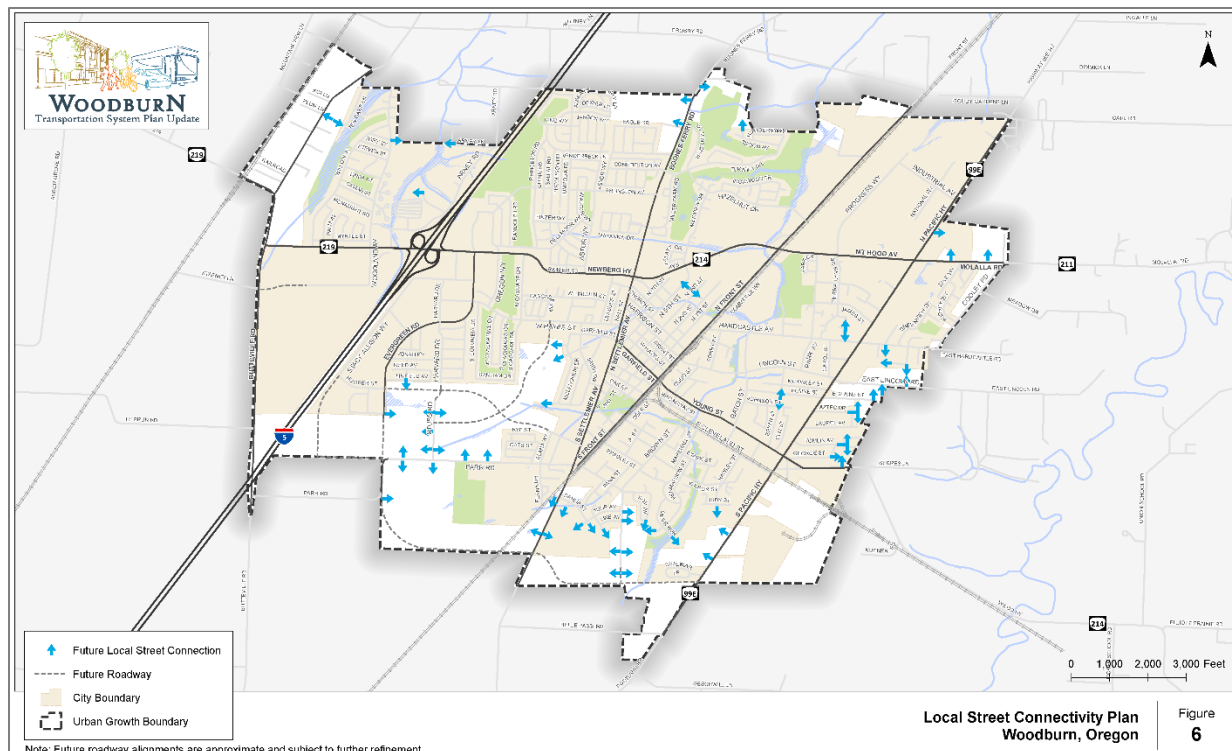
– None apply.

### 3.01 Streets

3.01, and 3.02.04 relating to electric power lines and other utilities, regulate street improvements.

#### *Long-range Planning*

TSP Figure 6 “Local Street Connectivity Plan” shows no street connections into the south area of the urban growth boundary (UGB) affecting the subject property, particularly compared with the constructed street network. A street is neither expected nor required by Fig. 6 to enter or cross the subject property, and every lot can have direct or indirect access to a public street without a new public street per 3.04.01A.



TSP Figure 6

- ▲ Staff applies a *Condition SUB -2* to leave no doubt about what half-street improvements are required and *variance Conditions V2a, b, & c* and *V3* to spell out how staff applies 3.01 and make it less difficult for PW to direct specifications and drawings during civil engineering plan (CEP) review that PW leads.

## 3.04 Vehicular Access

### 3.04.03 Driveway Guidelines and Standards

#### B. Joint Access

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.

3.04.01A regulates lot access to a public street and driveway widths. Subsection A.1 allows for indirect access by easement, and 3.02.01 & 3.04.03B regulate easements. The subdivision proposal includes indirect access to and from Brown Street for the west 3 of the 5 lots (Lots 2-4).

The WDO lacks specific steps for the developer about how to meet the shared access easement option. Staff seeks to limit driveway number and width along Brown Street, which is a Service Collector class street (of higher functional class than a local street), and to minimize both interruption of planter strip and developer effort to plant the required street trees.

▲ Staff applies *Condition SUB-3* and *V2, V4, & V5* to spell out for the developer how to meet the shared access easement standards, meet the lot access requirement, and to limit driveway number and width along Brown Street, which is a Service Collector class street (of higher functional class than a local street), because of functional class, and to minimize both interruption of planter strip and developer effort to plant the required street trees.

#### **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 submitted neither a TIA nor a traffic letter or memo, and the Director does not estimate that the development proposal would generate either 100 or more additional, peak hour trips, or 1,000 or more additional daily trips, within ten years of a development application. However, staff experience with the conventional Institute of Transportation Engineers (ITE) *Trip Generation Manual*, reflected in the trip generation table in Resolution No. 1893, Exhibit A, indicates that a house (ITE code 210) on average generates 1.01 peak hour trips, so 5 houses would generate 5.05 peak hour trips.

New dwellings affect the need for transit that adopted long-range plans, the Transportation System Plan (TSP; 2019) and the Transit Plan Update Approved Final Report (2010), envision, and a modest contribution is needed towards implementing transit planning goals, generally described as transportation demand management (TDM) to lessen vehicular traffic by attracting City bus riders.

▲ Staff applies *Condition V9-T* to charge a small fee towards the City bus transit system.

## **3.06 Landscaping**

### **3.06.02 General Requirements**

Staff expects the development to meet this section as applicable.

✓ The requirement is met.

### **3.06.03 Landscaping Standards**

#### **A. Street Trees**

The site plans fail to illustrate street trees.

✗ To secure a minimum amount of street trees and to the necessary specifications, staff applies conditions.

#### **3.06.07 Significant Trees on Private Property**

**A. The purpose of this Section is to establish processes and standards which will minimize cutting or destruction of significant trees within the City. Significant trees enhance neighborhoods by creating a sense of character and permanence. In general, significant trees on private property shall be retained, unless determined to be hazardous to life or property.**

**B. The provisions of this Section apply to the removal of any significant tree and the replacement requirements for significant tree removal.**

**D. The issuance of a significant tree removal permit requires the property owner to replace each tree removed with one replacement tree. Each replacement tree shall be at least two inches in caliper. Each replacement tree shall be of a species not prohibited by this Section. The replacement tree shall be of the same size range at maturity as the significant tree replaced. ...**

**F. The property owner shall pay a mitigation fee for each required replacement tree that is not planted pursuant to this Section. The applicant shall pay the mitigation fee into the City's tree fund. The amount of the mitigation fee shall be established by the City Council in the Master Fee Schedule, based on the average value of a two inch caliper tree available from local nurseries, plus planting costs.**

3.06.07 applies in addition to subdivision criterion 5.03.10B.3 staff examined earlier above. Site plan Sheet C2.0 of existing conditions (May 5, 2021; Attachment 103B) has min 38 tree circles, and as of October 4, 2021, County Assessor aerial view (Attachment 103C) shows min 10 larger tree canopies on site.

There might or might not be Significant Trees among the 38 trees that site plan existing conditions Sheet C2.0 illustrates.

Also, because of the nature of the proposal – a small subdivision of 5 lots and no common area tract(s), there is no reasonable expectation the developer would fit new trees on the lots and that homeowners would retain the trees. Therefore, staff conditions the subsection F fee, found in the Planning Division Fee Schedule as the Tree Credit.

✗ Staff applies *Condition V7* through Attachment 206 requiring fees to remove Significant Trees as 1.02 defines, if any.

Staff expects the development to meet the remainder of 3.06 as applicable.

#### [Other]

ORS 92.040(3) sets a 10-year expiration on development approvals in order to help with the issue of entitlement “vesting”. It also local governments to set shorter periods, and staff opts to do so in case the project begins to manifest during the 3-year land use approval window but slows down or stops afterwards. Condition SUB-1 sets an ultimate deadline. As an example, were another recession like the Great Recession to occur and lead to a “zombie” project, it would be clear when an apparently dormant project was dead.

▲ Staff applies *Condition SUB-1* through Attachment 202 to clarify the issue of “vesting”.

A geotechnical or “geotech” report is necessary for subdivision improvements. It became necessary for Smith Creek Development building permits, and the master developer happened to have prepared one in keeping with private agreements with homebuilders and so was able to submit it on short notice. Thankfully, the report document no field conditions that needed correction. The Building Official thought Public Works handled Geotech reports, and this item isn’t a WDO requirement or a Planning Division policy item. So, staff established a condition that gets the developer to submit a copy prior to the City in a timely way.

▲ Staff applies a *Condition SUB-1* through Attachment 202 regarding a geotech report.

3.07.03 regulates architecture.

▲ Staff applies *Condition V8* to forestall confusion and questions about how to apply architectural provisions related to a dwelling “front” in the context of flag lots.

## Recommended Conditions of Approval

Approval: Staff recommends that the Planning Commission consider the staff report and attachments and recommend to the City Council that it approve the consolidated applications package.

### *General*

G1. As part of building permit application, the applicant shall submit revised site plans meeting the conditions of approval and obtain Planning Division approval through sign-off on permit issuance.

G2. The applicant or successors and assigns 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: Attachment 201 serves as a dictionary or glossary defining certain abbreviations, acronyms, phrases, terms, and words in the context of the conditions of approval. The 200 series of attachments are as binding as the conditions of approval in the main body of the final decision.

G4. Due dates / public improvements:

- a. PLA/PAR/SUB: Unless a condition specifies otherwise, conditions inc. those relating to any of final subdivision, final partition, property line adjustment or lot consolidation recordation are due by any of (1) before completion of recordation with the County, specifically no later than a City official signing a plat or re-plat Mylar per WDO 5.01.06C.1 and (2) building permit application, whichever is earlier. Also prior to both any recordation of any final subdivision, final partition, or property line adjustment and any of (1) and (2), whichever of (1) or (2) is earlier, the applicant shall submit and obtain Planning Division approval of an [Address Assignment Request](#). (For suggested addresses to request, refer either to the Pre-App PRE 2020-15 follow-up notes p. 6. or to the staff report / final decision “Notes to the Applicant” section that comes after the conditions, Note 18.)
- b. Dedications & Construction: Unless a condition specifies otherwise, ROW and easement dedications and recordation(s), construction of frontage/street improvements, and construction of off-site, park, and other public improvements are due by any of (1) before completion of recordation with the County, specifically no later than a City official signing a plat or re-plat Mylar per WDO 5.01.06C.1 and (2) building permit application, whichever

is earlier. Where phasing is relevant, building permit issuance means issuance for the phase in which the conditioned improvement is located.

G5. Recordation due dates: The applicant shall apply to the County for recordations of items that the City requires no later than six (6) months prior to expiration of the land use approval as WDO 4.02.04B establishes, and shall complete recordations no later than three years past the land use “final decision” date. The due date to complete recordations shall not supersede when recordations are due per Condition G4.

G6. Improvements civil engineering plan (CEP) review: Per Attachment 203.

G7. Final plat application: The developer shall, prior to recordation with the County, apply to the City for Subdivision Final Plat Approval per WDO 5.01.06.

G8. Fees: The developer shall pay fees per Attachment 206.

G-PW. Public Works: The developer shall follow the appended PW comments (October 7, 2021; Attachment 102A).

#### *Preliminary Subdivision 2020-03*

SUB-1. Administration and documents: Per Attachment 202.

SUB-2. Brown Street: The developer shall:

- a. Streetside PUE: Dedicate 5 ft per WDO 3.02.01B and no wider per Condition V2a.
- b. Bicycle lane: Be required to construct per Condition V2b.
- c. Landscape strips: In addition to street trees per Condition V2d, landscape and irrigate per Condition V2c.
- d. ROW: Dedicate ROW to result in min 36 ft west of centerline to meet or exceed the min width necessary to conform to WDO Figure 3.01D.
- e. Improvements: Improve per both the half-street of Figure 3.01D plus 4 ft additional width of pavement east of centerline to conform to WDO 3.01.03C. Bury electric power lines per Condition V3.
- f. Subsurface/underground: Construct subsurface or underground improvements for potable water, sanitary sewer, and drainage or stormwater management as PW directs.

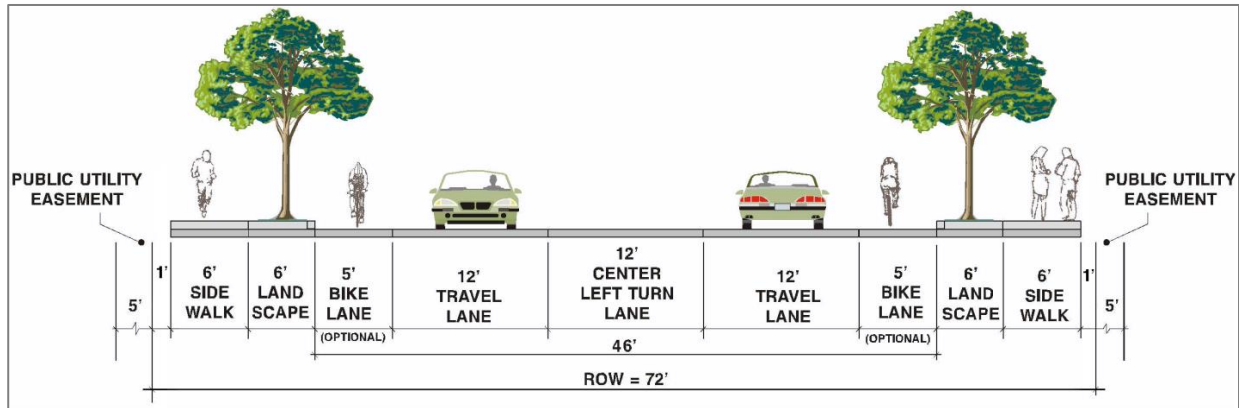


Exhibit SUB-2: Figure 3.01D – Service Collector

SUB-3. Access management and public shared access:

- a. Access management: The developer's choice of either Lot 1 or 5 is prohibited from its own direct driveway access to Brown Street and shall take vehicular access from the shared access driveway shared among Lots 2-4. The driveway on the remaining lot shall be max width per Condition V5.
- b. Shared access easement: To meet WDO 3.04.0A.2 & 3.04.03B.1, the developer shall establish a public shared access easement minimum 20 ft wide if the shared driveway is curbsless, 21 ft if with curbs, or wider depending on how the developer conforms to walkway Condition V4, and revocable only with the concurrence of the Director. The easement centerline shall follow that or those of the shared driveway and extend between ROW and each driveway stub.
- c. Text: The easement shall grant public access (ingress/egress) to and from Brown Street to the benefit of Lots 2-4 as well as either Lot 1 or 5 and include the following text: "Pursuant to Woodburn Development Ordinance (WDO) 3.04.03B.3, the public shared access (ingress and egress) right of this easement is revocable only with the written concurrence of the Community Development Director."
- d. Driveway: The driveway shall be maximum 20 ft wide if curbsless or 21 ft if with two 6-inch curbs. The developer may sharpen the appearance of the turn radius of the driveway "T" by installing "grasscrete". The developer shall pave the south jut of the fire apparatus turnaround to the south property line, without curbing, to be adjacent to Lot 2 or Lots 1 & 2 of a preliminary subdivision of the Brown Street Properties, including 1550 Brown Street, proposed through Pre App PRE 21-25 as Exhibit SUB-3 below illustrates.



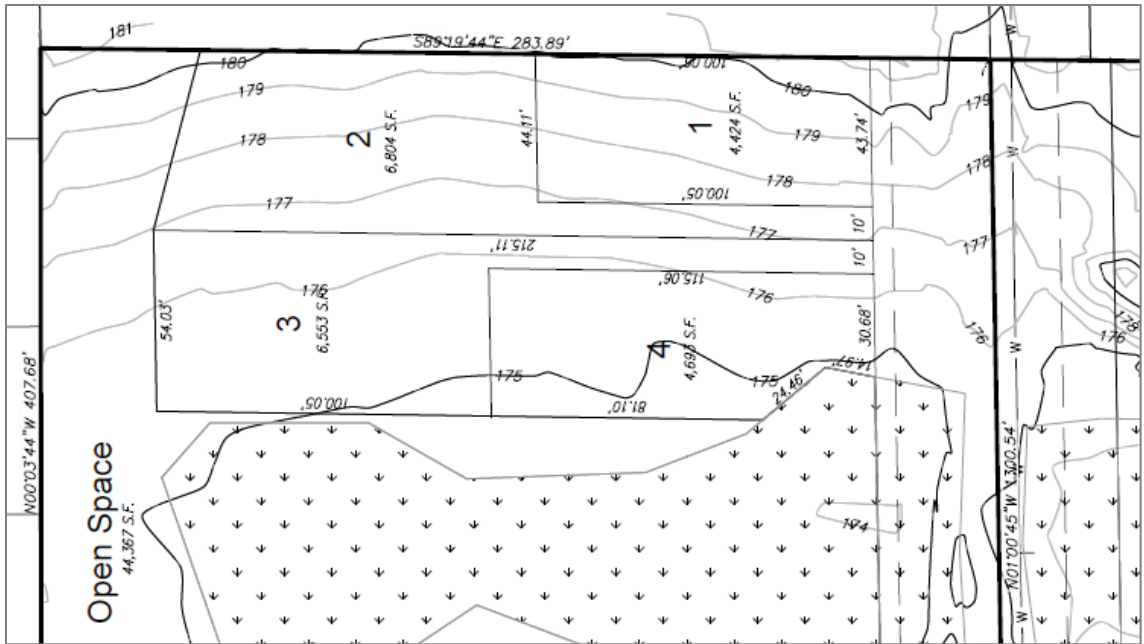


Exhibit SUB-3: PRE 21-25 draft subdivision plan

- e. Review: Regarding Condition G4, the developer shall submit a draft easement text and draft Exhibit A legal description and Exhibit B drawing prior to recordation and bundled with other materials for review regarding conditions that are due prior to final plat approval by the City.
- f. Utilities / off-street PUE: Atop the shared access driveway, the developer shall dedicate an off-street PUE minimum width 16 ft that both secures access to public utilities by each of min Lots 2-4 and to accomplish such as PW directs.
- g. Maintenance agreement: To meet WDO 3.04.03B.1 & 3, the developer shall establish a shared driveway private maintenance agreement addressing surface and subsurface/underground shared improvements. The developer need not submit a draft for Director review prior to recordation, but shall submit a copy of the recorded document by, as an exception to any conflicting general condition about due dates, building permit application.

#### Variance 21-04

V1. Lot depth: Varying from WDO 1.02 "Lot ... Flag lot" and Figure 1.02D, the developer may apply the lot depth standard for Lots 2 & 3 north-south instead of east-west.

V2. Brown Street: The developer shall:

- a. Streetside PUE: Not dedicate streetside PUE wider than 5 ft, with allowance for a jut or juts around fire hydrants to meet OFC as administered by the independent Woodburn Fire District or public works construction code.
- b. Bicycle lane: Construct the WDO Figure 3.01D west half-street bicycle lane, and stripe it both to be *MUTCD*-compliant and as PW directs.
- c. Landscape strips: Landscape the landscape strip or strips area remaining after street tree plantings with lawn grass or, if the City Engineer in writing allows, a species of groundcover. Cobblestones, gravel, pebbles, and rocks are prohibited. Bark dust, mulch, or wood chips are permissible only within the immediate vicinity of a street tree trunk. The developer shall install landscape strip irrigation, and shall provide temporary irrigation during construction, per the public works construction code.
- d. Street trees: Plant min 4 street trees inc. w/ root barriers as Attachment 201 defines. Fees in-lieu, if any, shall be per Attachment 206.

V3. Burial of electric power lines: The developer shall do either (a.) or (b.):

- a. Bury: At the site SE corner, remove from the electric power pole from the ROW, bury under the presently unpaved ROW the power line(s) that cross SW from the SE corner of Brown Street and the manufactured dwelling park driveway. (See Sheet C2.0 Existing Site Conditions as Attachment 103B for context). If the electric utility directs, it is permissible to install a new pole or poles within the easterly side of the Brown Street ROW beyond the gravel road to accomplish the lines going into and coming out of the ground east of the road. This shall be due the same as per Condition G4b; or
- b. Pay: Pay an electric power pole removal and line burial fee per Attachment 206.
- c. On-site: On site (outside ROW), the developer shall bury or underground all utility services per WDO 3.02.04C.

V4. Shared access walkway: The developer shall provide for shared walking access by constructing an ADA-compliant walkway min 3.5 ft wide, including curb width, along the required shared access driveway and that connects to each of Lots 2-4 as follows:

- a. Alignment/route: The walkway may follow the driveway within it or outside it. The walkway may be part of mountable curb if the flat area above the slope is min width 3.5 ft.
- b. Pavement: The walkway may be asphalt, poured concrete, or concrete pavers.
  - (1) If asphalt: Whether within the driveway 20-ft width of asphalt or as additional width of asphalt, the walkway shall be hatch-striped, similar to an ADA parking stall accessible aisle, min width 3.5 ft to distinguish it from adjacent vehicular area.
  - (2) If concrete: (a) if outside the driveway 20-ft width, then raised min 4 inches or (b) if within, then raised through mountable curbing. Either way, a concrete walkway

shall be constructed to the same PW structural support, thickness, and slope specifications as for sidewalk.

- c. Access easement: The shared access easement shall cover the walkway area. The walkway shall be constructed to the same PW structural support, thickness, and slope specifications as for sidewalk.
- d. Plan review: Drawings and documents necessary to administer the condition are due by building permit application, and walkway construction is due by final inspection.

V5. Driveway max: The shared driveway shall be 20 ft wide max measured between curbing, if any, unless the OFC as administered by the independent Woodburn Fire District causes driveway width to exceed the max, and the driveway approach / apron / curb cut for Lot 1 or 5 shall be 16 ft wide max and located no farther than 6 ft from the shared driveway curb cut.

V6. Bond / bonding / performance guarantee: If the City accepts a request to review bonding construction of public improvements, review and approval, if any, shall be per Attachments 204 & 206.

V7. Significant Tree removal: For any and every Significant Tree the developer would remove, the developer shall pay a fee per Attachment 206.

V8. Architecture: Where a WDO 3.07.03 provision regulates a dwelling front, for each dwelling on Lots 2 & 3 the provision shall apply to the south facade.

V9-T. Bus transit fee: To further transportation demand management (TDM) through bus transit, the developer shall pay a bus transit fee per Attachment 206.

## Applicant Identity

<i>Applicant</i>	Vassa Boudunov, Northwest Willamette Homes LLC
<i>Applicant's Representative</i>	Gerald ("Jerry") Horner, Engineer, Willamette Engineering
<i>Landowner(s)</i>	Northwest Willamette Homes LLC

## 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 private signage, which is subject to WDO 3.10 and the permit process of 5.01.10.
4. SUB 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. 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. Technical standards:
  - a. Context: A reader shall not construe a land use condition of approval that reiterates a City technical standard, such as a PW standard, to exclude remaining standards or to assert that conditions of approval should have reiterated every standard the City has in order for those standards to be met.
  - b. Utilities: A condition involving altered or additional sidewalk or other frontage/street improvement that would in the field result in displacement or relocation of any of utility

Valentina Estates No. 2 ANX 2020-02, ZC 21-01, SUB 2020-02, & VAR 21-04 Staff Report

Attachment 102

Page 27 of 29

boxes, cabinets, vaults, or vault covers does not exempt the developer from having to move or pay to move any of these as directed by the City Engineer and with guidance from franchise utilities.

8. 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.
9. 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.
10. 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.
11. 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 of a permit type issued by the Public Works Department.
12. ROW:
  - a. Dedication: The Public Works Department Engineering Division has document templates for ROW and easement dedications that developers are to use.  
  
ROW – and public utility easement (PUE) – dedications are due prior to building permit 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.

13. Franchises: The applicant provides for the installation of all franchised utilities in any required easements.
14. 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.
15. Grease Interceptor/Trap: If applicable, a grease trap would need to be installed on the sanitary service, either as a central unit or in a communal kitchen/food preparation area. Contact Marion County Plumbing Department for permit and installation requirements, (503) 588-5147.
16. Fire: Fire protection requirements must comply with Woodburn Fire District standards and requirements, including how the District interprets and applies Oregon Fire Code (OFC). 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.
17. 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 as applicable.
18. Street addresses: Suggested addresses for the developer to apply for are:
  - Lot 1 = 1241 Brown Street
  - Lot 2 = 1245 Brown Street
  - Lot 3 = 1251 Brown Street (retain)
  - Lot 4 = 1255 Brown Street
  - Lot 5 = 1261 Brown Street.



**Public Works Land Use Conditions  
VALENTINA ESTATES PHASE 2 SUBDIVISION  
1251 BROWN STREET  
ANX 2020-02 & SUB 2020-02**

**October 7, 2021**

**CONDITIONS OF LAND USE APPROVAL:**

1. The Applicant, not the City, is responsible for obtaining any necessary permits from the State, Marion County, Oregon Division of State Lands, US Army Corps of Engineering and/or federal agencies that may require such permit or approval for the construction of this development.
2. Applicant to provide a final Engineer stamped storm drainage hydraulic analysis report for detention and conveyance system. The storm drainage hydraulic analysis shall comply with Marion County, Oregon Division of State Lands, US Army Corps of Engineering, City's requirements, and any other required regulatory permits, as applicable.
3. Construct private storm sewer system, including detention facilities in accordance with the approved plans and drainage report. . All required on-site detention area for the runoff from this site will need to be provided in accordance with the hydraulic analysis. All on-site detention areas shall be maintained by the property owner in perpetuity.
4. 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.
5. 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.
6. Applicant to provide a copy of their 1200C permit prior to civil plans approval, if the permit is required, based on the Engineer-of-Record acknowledgement.
7. Final review of the Civil Plans will be done during the public improvements permit application. Public infrastructure will be constructed in accordance with plans approved by public works.

8. Applicant to provide street lighting.
9. All future sanitary sewer and storm drainage mains are gravity systems and the termini of sewer lines locations and depths shall be such that it is suited for future extensions to adjoining areas. Designed with size and depth to provide for future extensions.
10. Fire hydrants locations and fire protection requirements shall be as per the Woodburn Fire Districts and City of Woodburn requirements. Show location and size of fire service vault in the plans, along proposed fire service line. Fire Service Vault shall be located within the public utility easement or right-of-way.
11. Existing well and septic tank shall be abandoned properly as per State and Marion County regulations. On the plans indicate location of existing well and septic tank





PUBLIC WORKS DEPARTMENT  
190 GARFIELD STREET  
WOODBURN, OR 97071

August 31, 2020

Attn: Vassa Bodunov and Dennis Bodunov  
Northwest Willamette Homes LLC  
14795 Woodburn-Monitor Rd NE  
Woodburn, OR 97071

Re: Annexation Certification  
Subject Property: 1251 Brown Street  
Marion County Tax Map: 051W18C000900

This letter is to certify that the City of Woodburn has no capacity issue with the public wastewater treatment facility or public water treatment facility. However, the subject property is not adjacent to an existing collection system for water, wastewater or a public storm sewer collection system. The requirements for these collection facilities would still need to be determined. The capacity analysis, design and installation would be the responsibility of the applicant/property owner.

If you have any questions, please contact me at 503.982.5248.

Sincerely,

*Dago Garcia*

Dago Garcia, P.E.  
City Engineer  
City of Woodburn

**Attachment 103A**  
Page 1 of 4

## Gerald Horner

---

**From:** James Gibbs [james.gibbs@woodburnfire.com]  
**Sent:** Tuesday, October 13, 2020 7:15 AM  
**To:** Gerald Horner; Dago Garcia  
**Cc:** bodunovv@gmail.com  
**Subject:** RE: Annexation of 1251 Brown Street, Woodburn

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Dago, Gerald, and Vassa,

Maybe this response was not clear in my June 10<sup>th</sup> response but our fire department covers over 70 square miles, to include the Urban Growth areas of the cities in the district. The annexation of the city of Woodburn for this development is within our jurisdiction and capacity to support. This email is our knowledge, awareness of the proposed annexation and development and approval that our department can support this development. We will review and require adequate fire hydrant, gym, fire lane access for all developments through the city's plan review process.

---

**From:** James Gibbs  
**Sent:** Wednesday, June 10, 2020 4:31 PM  
**To:** Gerald Horner  
**Cc:** bodunovv@gmail.com  
**Subject:** Re: Annexation of 1251 Brown Street, Woodburn

Gerald, I will not be in town until Friday, June 19th at the earliest to create a letter. The Woodburn Fire Department is Woodburn Fire District and it covers 70 plus square miles.

Sent from my T-Mobile 4G LTE Device  
Get [Outlook for Android](#)

From: Gerald Horner  
Sent: Wednesday, June 10, 12:53  
Subject: Annexation of 1251 Brown Street, Woodburn  
To: gibbsj@woodburnfire.com  
Cc: bodunovv@gmail.com

\*\*\*\* This email is from an EXTERNAL sender. Exercise caution when opening attachments or click links from unknown senders or unexpected email. \*\*\*\*

Hello Jim,

My client is annexing the property at 1251 Brown Street into Woodburn and part of the requirement is to obtain a letter from Woodburn Fire indicating that the local fire department has capacity for the increased fire protection that the annexation and development will add.

Attached are several attachments showing the location of the property.

We would appreciate the letter indicating that Woodburn Fire has adequate capacity.

Tax Map for 1251 Brown Road, Woodburn

1251 Brown Road Legal Description

Vicinity Map for 1251 Brown Road, Woodburn

Please contact me if you have any questions.

Jerry Horner  
Willamette Engineering, Inc.  
PO Box 9032  
Salem, Or 97305  
PH: 503-304-0905  
Fax: 503-304-9512  
Email: [jer.willengr@juno.com](mailto:jer.willengr@juno.com)



## Woodburn School District

1390 Meridian Drive, Woodburn, OR 97071

Phone: 503-981-9555

Fax: 971-983-3611

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October 5, 2020

**Jerry Horner**  
**Willamette Engineering, Inc.**  
**P.O. Box 9032**  
**Salem, OR 97305**

Re: Annexation for five lots located at 1251 Brown Road

Mr. Horner:

In response to your request, Woodburn School District has determined that your planned annexation located at 1251 Brown Road, will impact our schools in our district. However, we believe we will be able to accommodate the growth.

Thank you,

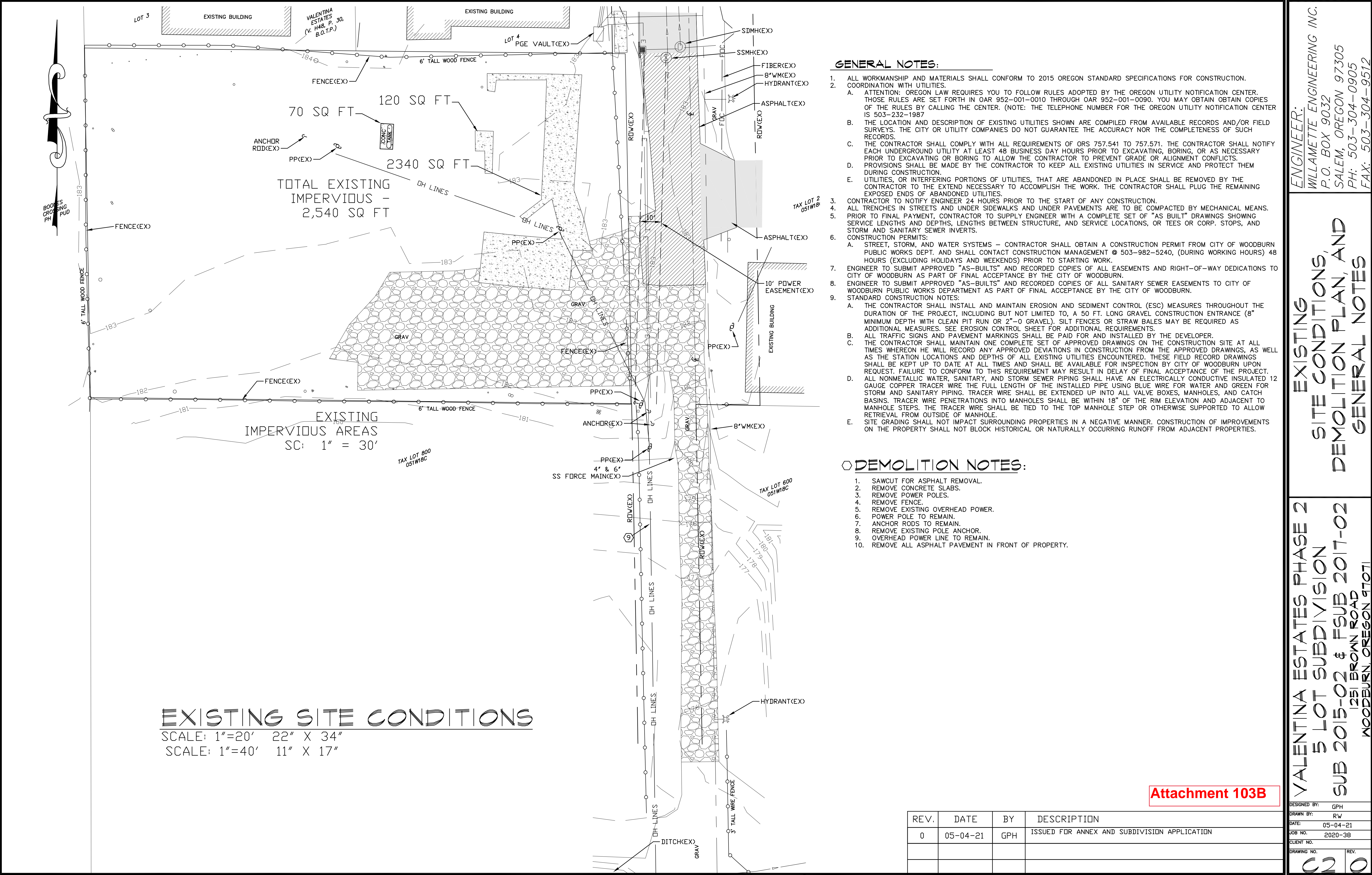
Casey Woolley

Director of Safety and Operations  
Woodburn School District

**Attachment 103**  
**Page 4 of 4**

Page 1 | 1





EXISTING SITE CONDITIONS  
SCALE: 1"=20' 22" X 34"  
SCALE: 1"=40' 11" X 17"

GENERAL NOTES:

- ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO 2015 OREGON STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- COORDINATION WITH UTILITIES.
  - ATTENTION: OREGON LAW REQUIRES YOU TO FOLLOW RULES ADOPTED BY THE OREGON UTILITY NOTIFICATION CENTER. THOSE RULES ARE SET FORTH IN OAR 952-001-0010 THROUGH OAR 952-001-0090. YOU MAY OBTAIN OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 503-232-1987
  - THE LOCATION AND DESCRIPTION OF EXISTING UTILITIES SHOWN ARE COMPILED FROM AVAILABLE RECORDS AND/OR FIELD SURVEYS. THE CITY OR UTILITY COMPANIES DO NOT GUARANTEE THE ACCURACY NOR THE COMPLETENESS OF SUCH RECORDS.
  - THE CONTRACTOR SHALL COMPLY WITH ALL REQUIREMENTS OF ORS 757.541 TO 757.571. THE CONTRACTOR SHALL NOTIFY EACH UNDERGROUND UTILITY AT LEAST 48 BUSINESS DAY HOURS PRIOR TO EXCAVATING, BORING, OR AS NECESSARY PRIOR TO EXCAVATING OR BORING TO ALLOW THE CONTRACTOR TO PREVENT GRADE OR ALIGNMENT CONFLICTS.
  - PROVISIONS SHALL BE MADE BY THE CONTRACTOR TO KEEP ALL EXISTING UTILITIES IN SERVICE AND PROTECT THEM DURING CONSTRUCTION.
  - UTILITIES, OR INTERFERING PORTIONS OF UTILITIES, THAT ARE ABANDONED IN PLACE SHALL BE REMOVED BY THE CONTRACTOR TO THE EXTEND NECESSARY TO ACCOMPLISH THE WORK. THE CONTRACTOR SHALL PLUG THE REMAINING EXPOSED ENDS OF ABANDONED UTILITIES.
- CONTRACTOR TO NOTIFY ENGINEER 24 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.
- ALL TRENCHES IN STREETS AND UNDER SIDEWALKS AND UNDER PAVEMENTS ARE TO BE COMPACTED BY MECHANICAL MEANS. PRIOR TO FINAL PAYMENT, CONTRACTOR TO SUPPLY ENGINEER WITH A COMPLETE SET OF "AS BUILT" DRAWINGS SHOWING SERVICE LENGTHS AND DEPTHS, LENGTHS BETWEEN STRUCTURE, AND SERVICE LOCATIONS, OR TEES OR CORP. STOPS, AND STORM AND SANITARY SEWER INVERTS.
- CONSTRUCTION PERMITS:
  - STREET, STORM, AND WATER SYSTEMS - CONTRACTOR SHALL OBTAIN A CONSTRUCTION PERMIT FROM CITY OF WOODBURN PUBLIC WORKS DEPT. AND SHALL CONTACT CONSTRUCTION MANAGEMENT @ 503-982-5240, (DURING WORKING HOURS) 48 HOURS (EXCLUDING HOLIDAYS AND WEEKENDS) PRIOR TO STARTING WORK.
  - ENGINEER TO SUBMIT APPROVED "AS-BUILTS" AND RECORDED COPIES OF ALL EASEMENTS AND RIGHT-OF-WAY DEDICATIONS TO CITY OF WOODBURN AS PART OF FINAL ACCEPTANCE BY THE CITY OF WOODBURN.
  - ENGINEER TO SUBMIT APPROVED "AS-BUILTS" AND RECORDED COPIES OF ALL SANITARY SEWER EASEMENTS TO CITY OF WOODBURN PUBLIC WORKS DEPARTMENT AS PART OF FINAL ACCEPTANCE BY THE CITY OF WOODBURN.
- STANDARD CONSTRUCTION NOTES:
  - THE CONTRACTOR SHALL INSTALL AND MAINTAIN EROSION AND SEDIMENT CONTROL (ESC) MEASURES THROUGHOUT THE DURATION OF THE PROJECT, INCLUDING BUT NOT LIMITED TO, A 50 FT. LONG GRAVEL CONSTRUCTION ENTRANCE (8" MINIMUM DEPTH WITH CLEAN PIT RUN OR 2"-0 GRAVEL). SILT FENCES OR STRAW BALES MAY BE REQUIRED AS ADDITIONAL MEASURES. SEE EROSION CONTROL SHEET FOR ADDITIONAL REQUIREMENTS.
  - ALL TRAFFIC SIGNS AND PAVEMENT MARKINGS SHALL BE PAID FOR AND INSTALLED BY THE DEVELOPER.
  - THE CONTRACTOR SHALL MAINTAIN ONE COMPLETE SET OF APPROVED DRAWINGS ON THE CONSTRUCTION SITE AT ALL TIMES WHEREON HE WILL RECORD ANY APPROVED DEVIATIONS IN CONSTRUCTION FROM THE APPROVED DRAWINGS, AS WELL AS THE STATION LOCATIONS AND DEPTHS OF ALL EXISTING UTILITIES ENCOUNTERED. THESE FIELD RECORD DRAWINGS SHALL BE KEPT UP TO DATE AT ALL TIMES AND SHALL BE AVAILABLE FOR INSPECTION BY CITY OF WOODBURN UPON REQUEST. FAILURE TO CONFORM TO THIS REQUIREMENT MAY RESULT IN DELAY OF FINAL ACCEPTANCE OF THE PROJECT.
  - ALL NONMETALLIC WATER, SANITARY, AND STORM SEWER PIPING SHALL HAVE AN ELECTRICALLY CONDUCTIVE INSULATED 12 GAUGE COPPER TRACER WIRE THE FULL LENGTH OF THE INSTALLED PIPE USING BLUE WIRE FOR WATER AND GREEN FOR STORM AND SANITARY PIPING. TRACER WIRE SHALL BE EXTENDED UP INTO ALL VALVE BOXES, MANHOLES, AND CATCH BASINS. TRACER WIRE PENETRATIONS INTO MANHOLES SHALL BE WITHIN 18" OF THE RIM ELEVATION AND ADJACENT TO MANHOLE STEPS. THE TRACER WIRE SHALL BE TIED TO THE TOP MANHOLE STEP OR OTHERWISE SUPPORTED TO ALLOW RETRIEVAL FROM OUTSIDE OF MANHOLE.
  - SITE GRADING SHALL NOT IMPACT SURROUNDING PROPERTIES IN A NEGATIVE MANNER. CONSTRUCTION OF IMPROVEMENTS ON THE PROPERTY SHALL NOT BLOCK HISTORICAL OR NATURALLY OCCURRING RUNOFF FROM ADJACENT PROPERTIES.

DEMOLITION NOTES:

- SAWCUT FOR ASPHALT REMOVAL.
- REMOVE CONCRETE SLABS.
- REMOVE POWER POLES.
- REMOVE FENCE.
- REMOVE EXISTING OVERHEAD POWER.
- POWER POLE TO REMAIN.
- ANCHOR RODS TO REMAIN.
- REMOVE EXISTING POLE ANCHOR.
- OVERHEAD POWER LINE TO REMAIN.
- REMOVE ALL ASPHALT PAVEMENT IN FRONT OF PROPERTY.

Attachment 103B

REV.	DATE	BY	DESCRIPTION
0	05-04-21	GPH	ISSUED FOR ANNEX AND SUBDIVISION APPLICATION

ENGINEER:  
WILLAMETTE ENGINEERING INC.  
P.O. BOX 9032  
SALEM, OREGON 97305  
PH: 503-304-0905  
FAX: 503-304-9512

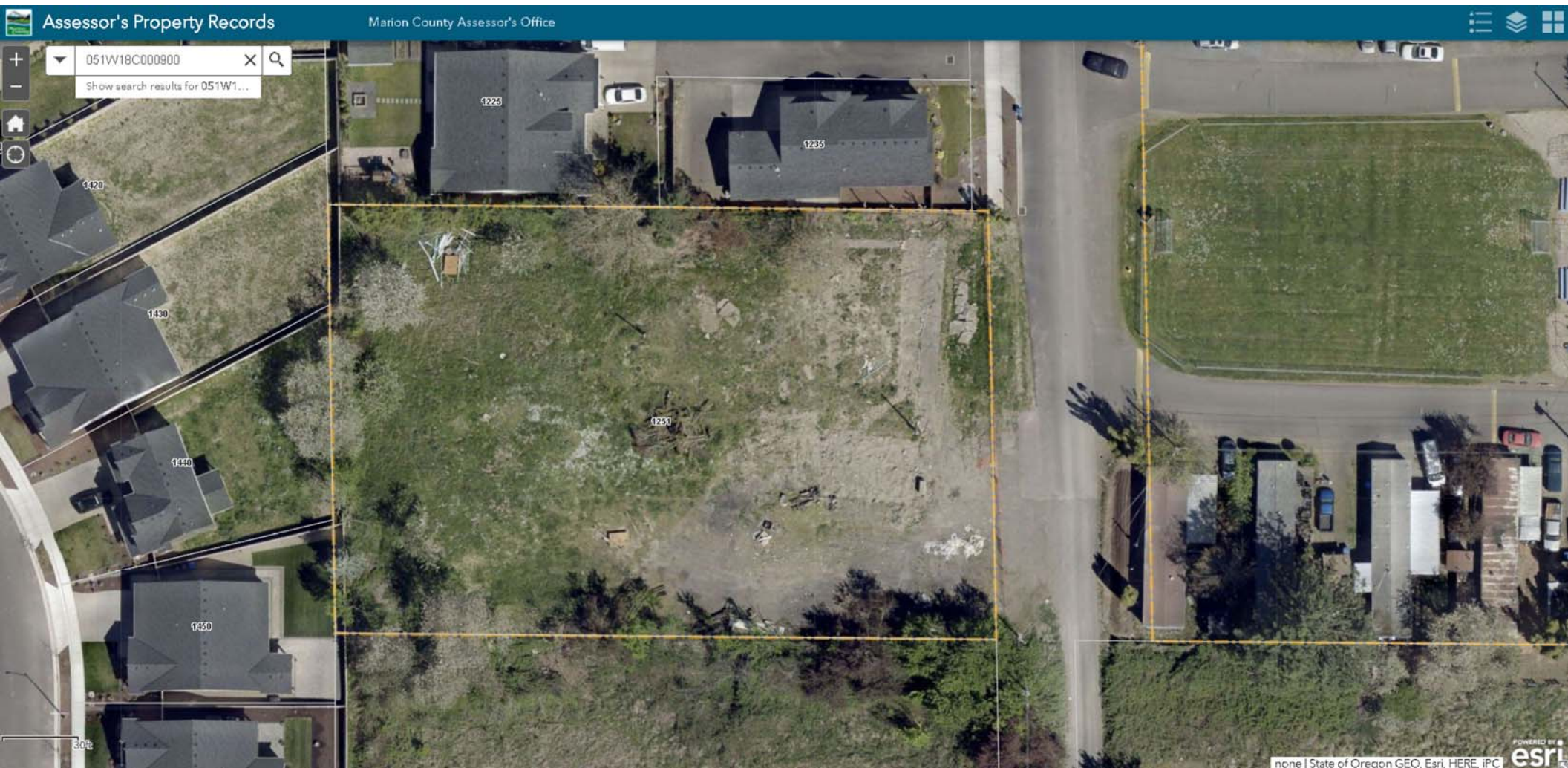
EXISTING  
SITE CONDITIONS,  
DEMOLITION PLAN, AND  
GENERAL NOTES

VALENTINA ESTATES PHASE 2  
5 LOT SUBDIVISION  
SUB 2015-02 & FSUB 2017-02  
1251 BROWN ROAD  
WOODBURN, OREGON 97071

DESIGNED BY:	GPH
DRAWN BY:	RW
DATE:	05-04-21
JOB NO.	2020-38
CLIENT NO.	
DRAWING NO.	REV.

020





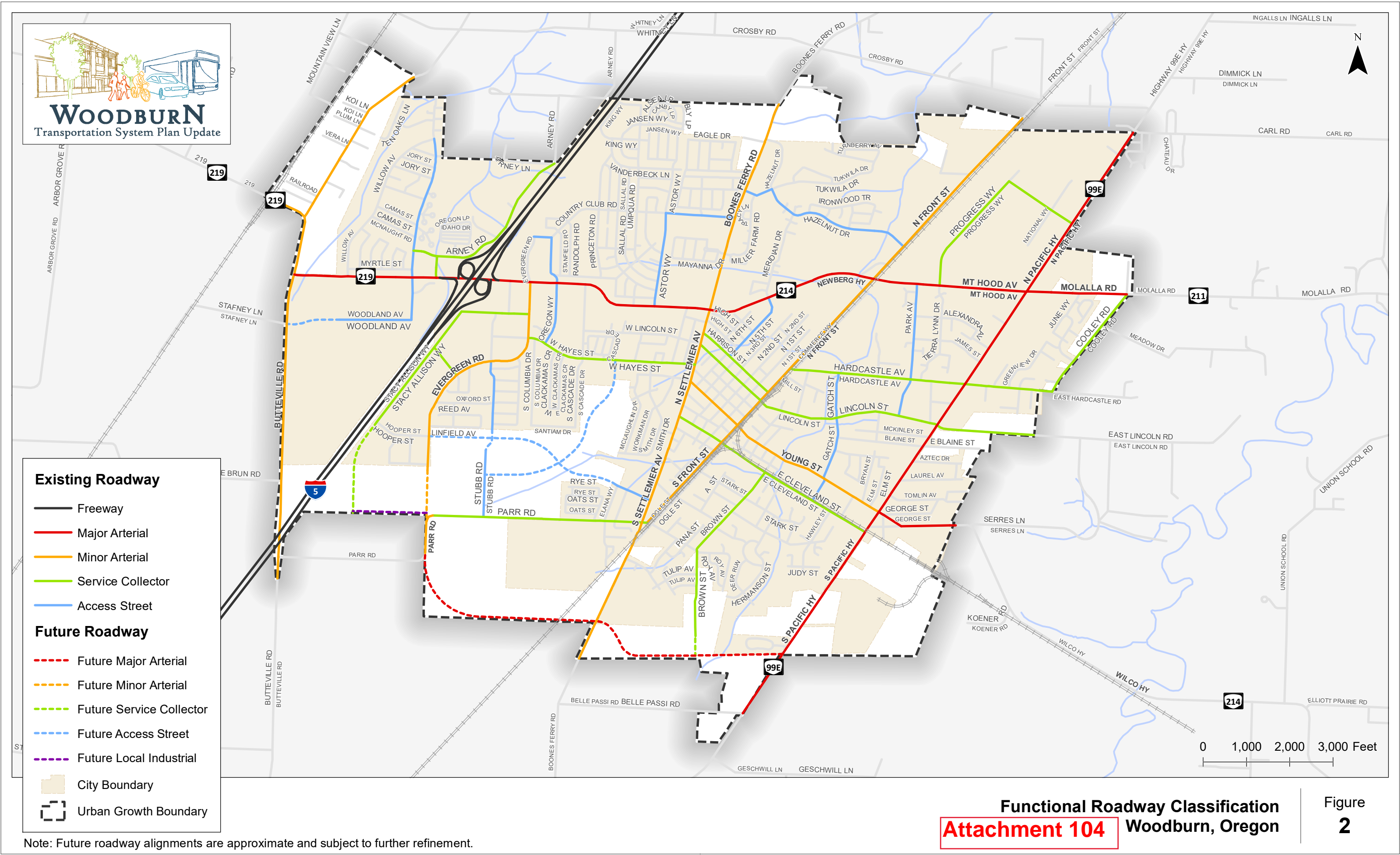
Attachment 103C





EXPIRES: JUNE 30, 2023





H:\12\1071 - Woodburn TSP Update\GIS\TSP02 Functional Roadway Classification.mxd - nmccormick - 5:25 PM 9/16/2019



## ANX 2020-03 Dove Landing PUD:

### Attachment 201: Dictionary & Glossary

This document defines and explains abbreviations, acronyms, phrases, and words particularly in the context of conditions of approval.

- “ADA” refers to the federal Americans with Disabilities Act of 1990.
- “CEP” refers to civil engineering plan review, which is a review process independent of land use review led by the Community Development Department Planning Division and that is led by the Public Works Department Engineering Division through any application forms, fees, and review criteria as the Division might establish. A staff expectation is that CEP follows land use review and approval, that is, a final decision, and precedes building permit application.
- “County” refers to Marion County.
- “Director” refers to the Community Development Director.
- “exc.” means excluding.
- “ft” refers to feet.
- “max” means maximum.
- “min” means minimum.
- “Modal share” means the percentage of travelers using a particular type of transportation or number of trips using a type, as examples walking, cycling, riding transit, and driving.
- “Modal shift” means a change in modal share.
- “MUTCD” refers to *Manual on Uniform Traffic Control Devices* of the U.S. Department of Transportation (U.S. DOT) Federal Highway Administration (FHWA).
- “NE means northeast.
- “NW” means northwest.
- “OAR” refers to Oregon Administrative Rules.
- “o.c.” refers to on-center spacing, such as of trees or shrubs.
- “ODOT” refers to the Oregon Department of Transportation.
- “ORS” refers to Oregon Revised Statutes.
- “PUE” refers to public utility easement, whether along and abutting public ROW (“roadside” or “streetside” PUE) or extending into or across the interior of private property (“off-street” PUE). In the context of property line adjustment, partition, or subdivision, the developer records through the plat with drawings and notes on the face of the plat. Absent this context, recordation is separate from land use review pursuant to a document template or templates established by PW. PW is the project manager for receiving, reviewing, accepting, obtaining City Council approval for, and recording public easement materials that a developer submits.

- “PW” refers to the Public Works Department.
- “Root barrier” refers to that illustrated by PW SS&Ds, [Drawing No. 1 “Street Tree Planting New Construction”](#).
- “ROW” refers to right-of-way.
- “RPZ” refers to root protection zone in the context of tree preservation.
- “SE” means southeast.
- “SDA” refers to site development area, the entire territory that is the subject of the land use application package.
- “sq ft” refers to square feet.
- “SS&Ds” refers to PW [standard specifications and drawings](#).
- “Street trees” refer to trees that conform to the WDO, including 3.06.03A and Tables 3.06B & C, and that have root barriers where applicable per PW [Drawing No. 1 “Street Tree Planting New Construction”](#).
- “Substantial construction” means that all grading necessary to accommodate full construction of both public improvements and common area improvements is complete, the developer constructed and dedicated all required public improvements, and the developer improved and dedicated all required common area tracts.
- “SW” means southwest.
- “Tot.” means total.
- “TDM” refers to transportation demand management, which means according to the TSP (p. 82), “a policy tool as well as a general term used to describe any action that removes single occupant vehicle trips from the roadway during peak travel demand periods”, and according to Wikipedia as of October 13, 2020, “the application of strategies and policies to reduce travel demand, or to redistribute this demand in space or in time.”
- “TSP” means the [Woodburn Transportation System Plan \(TSP\)](#).
- “Walkway” refers to what would otherwise be called sidewalk except the paved walking surface is on private property outside of any of ROW or an easement granting public access.
- “WDO” refers to the [Woodburn Development Ordinance](#).
- “WFD” refers to the Woodburn Fire District.
- “WTS” refers to the Woodburn Transit System.
- “w/i” means within.
- “w/o” means without.
- “VCA” refers to vision clearance area as WDO 1.02 and 3.03.06 establish or as a specific condition establishes.

## ANX 2020-02 Valentina Estates No. 2:

### Attachment 202: Administration Provisions

Refer to Condition G3 / Attachment 201 for a dictionary/glossary, including acronyms and shorthand text.

#### A. Documents:

1. Plats: Where any of Property Line Adjustment or Partition or Subdivision Final Plat are relevant, a developer may not apply for building permit until having completed recordation with the County and providing electronic copies of the recorded drawings and documents to the City, including as-builts.
2. Easements: Where any of extinguished, altered, or additional public easements are involved, a developer shall not apply for building permit until having completed recordation with the County and providing electronic copies of the recorded easement documents and drawings to the City, including as-builts.
3. Geotech report: After grading permit approval, if applicable, and by building permit application, the developer shall submit to the Director and PW a geotechnical report documenting that, whether or not the developer spreads any fill or spoil dirt across lots and tracts, soil is compacted and ready to accommodate the construction of buildings on lots and tracts proposed for development.
4. Electronic copies: Upon recordation, the developer shall submit to PW and cc the Director Adobe PDFs of the subdivision plat and any and all ancillary documents necessary to conform to conditions of approval and not addressed on the face of the plat, including easements and as-builts. Failure to do so shall result in the City declining to accept building permit application.
5. Piecemealing: The developer shall not piecemeal submittal of items due for review prior to completion of recordation, and should submit a comprehensive, holistic set of documents as part of or at the same time as CEP review application to PW.

B. Expiration: Based on ORS 92.040(3), development per the Council land use final decision may continue 3 years past the decision date, the 3-year approval period being established by WDO 4.02.04, as follows:

1. Subdivision Final Plat: WDO 4.02.04B.2 shall mean that application to the City for final plat per WDO 5.01.06 occurs prior to 3 years past the final decision date. The developer shall apply to the City for final plat prior to applying to the County for recordation.

2. Recordation with Marion County: Same as WDO 5.01.06C.1. (within 30 calendar days of the Director's signature on the plat Mylar).
3. Vesting: The decision is vested unless:
  - a. The developer fails to meet subdivision and, where applicable, PUD requirements, resulting in the City being unable to authorize staff to sign a final plat Mylar by the 3 years past the final decision date; or
  - b. There is no substantial construction (as defined through Condition G3) by July 1, 2026.

## ANX 2020-02 Valentina Estates No. 2:

### Attachment 203: Civil Engineering Plan (CEP) Review Provisions

Refer to Condition G3 / Attachment 201 for a dictionary/glossary, including acronyms and shorthand text.

- A. Purpose: For other departments and divisions, to facilitate review of plans that following a land use final decision a developer submits to the PW Engineering Division for civil engineering plan (CEP) review. To be a means of implementing land use final decision conditions of approval affecting street improvements, both surface and underground, and extending into PUEs. To specify public improvement standards where there is no detailed specification in the WDO or the public works construction code.
- B. Administration: The process by which to receive, review, and approve drawings and other documents related to public improvements required by land use conditions of approval may be through CEP that is paired with or incorporated into building permit review, if the City Engineer in writing allows the latter.
- C. Application: For CEP, per what PW requires, and original / 1st submittal shall be due no later than final plat application to the Director.
- D. Cover letter: Upon submitting CEP application to PW, a developer shall simultaneously alert the Director through a cover letter to the attention of the Community Development Department Planning Division referencing the intended or, if known, actual submittal date as well as the project name, tax lot number(s), street address(es), and the land use final decision conditions of approval that require the public improvements that are the subject of the civil engineering plans. Referencing conditions may be by quotation or citing the identification numbers. The developer shall identify the specific sheet (by number) or document page number that illustrates or notes how each part of a condition is met.
- E. Contact information: The developer shall state the applicant's name, company, phone number, e-mail address, and desired date for City staff to respond with review comments. The cover letter to the Director may include these. The developer may submit to the attention of the Director a copy of the stamped CEP application form submitted to PW if the form includes this required information.
- F. Fees: The developer shall pay review fees per Attachment 206 and submit to the attention of the Director a copy of proof of payment, which should be bundled with other materials for the Director.

G. Site plans and other drawings: For any of CEP review by the Director:

1. Sizes/copies: From among the minimum number of copies submitted to PW, submit to the attention of the Director at least 4 plan size copies of plan sets, 2 plotted at native scale (minimum 22 by 34 inches, maximum 24 by 36) and 2 at ledger (11 by 17). Within the cover sheet title block(s), include the date or anticipated date of submittal and the phrase "Civil Engineering Plans" or "Civil Plans for CEP".

2. Folding/electronic: Fold the plan size sets if thin enough to do so. Submit also Adobe PDF copies using a fileshare service.

H. Developer's role: The developer is the project manager. Because the Engineering Division may establish that CEP applicants have a single point of contact termed the "engineer of record", the developer manages the engineer of record who handles the CEP and also interacts with the Community Development Director regarding DDP review. For the Director, the developer is the point of contact, namely whoever on the developer's team the developer tasks with being the project manager. The developer shall be responsible for integrating Director directions into CEP review that the engineer of record leads with the Engineering Division. If, when, and where conflicts arise between Director directions and Engineering Division directions, the developer shall be responsible for communicating with formal cover or transmittal letters messages from the conflicting division to the other division, and shall communicate such.

I. [Letter "I" skipped].

J. Approved plan set: There shall result an official version of a civil engineering plan set marked approved and issued by PW that shows all common area improvements and public improvements, including off-street public improvements, resulting from CEP, and where applicable resulting from DDP, that conforms to land use final decision conditions of approval. It shall come to be prior to building permit application, and CEP approved plan set approval and issuance shall be prohibited until the developer pays any CEP review fees per Attachment 206. The developer shall submit to the Director print and electronic copies of the plan set marked approved and issued by PW.

CEP approval shall precede any of (1) completion of recordation with the County, specifically no later than a City official signing a plat or re-plat Mylar per WDO 5.01.06C.1 and (2) building permit application, whichever is earlier.

## ANX 2020-02 Valentina Estates No. 2:

### Attachment 204: Performance Guarantee / Bond / Bonding Provisions

The following provisions supersede WDO 4.02.08 and do not relate to the usual warranty bond or bonds that PW requires for constructed public improvements or to franchise utility construction:

A.     Applicability: Construction, installation, or improvement of public facilities, including streets including street trees, greenways, off-street bicycle pedestrian facilities, bus transit, and related improvements. For private, on-site improvements such as landscaping, Subsection L below instead applies.

B.     Review: When an applicant has an obligation to construct, install, or improve public facilities, the obligation shall be fulfilled prior to the issuance of a building permit unless the City Council has granted a written waiver of this requirement and the applicant has filed with the City Recorder and City Engineer a bond or other performance guarantee. Administration and review of performance guarantee requests related to public improvements as well as establishing administrative policy and review criteria for requests default to the Public Works Department Engineering Division. The Community Development Director may advise the Division. The City is not obligated to consider or accept for review any performance guarantee request, and the Engineering Division may refuse a request instead of accepting a request for review, reviewing it, and presenting it to the Council.

C.     Fees: Per Attachment 206.

D.     Approval document:

1.     Council approval of a performance guarantee shall be in writing, signed by the Mayor or Council President as well as the City Administrator.
2.     The approval document, such as a letter, shall include the Council meeting date, the approval date, the due date by which either the developer will construct the public improvements or the City will call the bond or other performance guarantee, and the contact information of the developer, the developer's civil engineer, the performance guarantee company, and the Public Works Department Engineering Division.

3. It shall also list and describe the bonded improvements, enclose or incorporate the cost estimate or estimates that were the basis of the amount or percentage of the performance guarantee, and list the obligations of the developer. Where any are relevant, the approval document shall also reference the land use approval case file number or numbers, land use approval expiration date per the final decision document, plat lot and tract designations, tax lot number(s), City address(es), and land development project name.
  4. The due date shall be no later than the City business day closest to one year past the meeting date on which the Council voted to approve the performance guarantee.
- E. Percent: The performance guarantee shall be an amount equal to a percent of the cost of fulfilling the obligation as estimated by the City Engineer for the date by which fulfillment of the obligation is anticipated. The minimum shall be 200 percent. A sufficient performance bond, cash deposit or a letter of credit are acceptable forms of security.
- F. Maintenance/Warranty: As an additional and separate part of the performance guarantee, the applicant shall agree to maintain the public facility or improvement for a period of one year following acceptance by the City Administrator, to include but not be limited to repair, replacement and all things necessary to ensure its operational integrity.
- G. The security shall be forfeited to the City if the applicant does not fulfill the requirements stated in the performance guarantee and the City may use the security to complete the obligation or any part of it. Until the obligation is completed, the security shall remain in the custody of the City or shall be placed in an escrow account subject to City control.
- H. Release: Upon receipt of written notice to the City Administrator and City Engineer that the public facility or required improvements have been completed and are ready for final inspection and acceptance, the City Administrator or City Engineer shall, within ten City business days, inspect. When upon inspection or re-inspection the City Engineer finds and documents the work as acceptable, the City Administrator shall in writing authorize the City Engineer to release the performance guarantee within 45 days of inspection or re-inspection. The City Administrator shall place on the agenda of the next regularly scheduled Council meeting, for which the agenda packet due date has not already passed, written briefing that release will happen, is happening, or happened.



I. Call: If the applicant fails to fulfill the obligation to complete the public facility or required improvement, the City Engineer shall issue written notice shall be given within 5 City business days past the due date and detailing the failure and stating that the City is using the security given to complete the obligation, that is, to call the bond or other performance guarantee, and the City shall do so. The notice shall be courtesy copied to the City Administrator, City Attorney, City Recorder, and Community Development Director. After the City completes the obligation and if the required security is not sufficient to compensate the City for costs incurred, the excess amount due to the City, plus a ten percent administrative charge, shall constitute a lien in favor of the City upon the real property subject to the obligation.

J. The lien attaches upon entry in the City lien docket and the giving of notice of the claim for the amount due for the completion of the obligation. The notice shall demand the amount due, allege the insufficiency of the bond or other security to compensate the City fully for the cost of the fulfillment of the obligation, and allege the applicant's failure to complete the required obligation.

K. Once docketed, the lien may be foreclosed in the manner prescribed by ORS Chapter 223 for foreclosing liens on real property.

L. Private, on-site: When an applicant has an obligation to construct, install, or improve private, on-site facilities, the obligation shall be fulfilled prior to the issuance of a building permit unless the City Administrator has granted a written waiver of this requirement and the applicant has filed with the City Administrator, City Recorder, and Community Development Director a bond or other performance guarantee. The City Administrator is not obligated to consider or accept for review any performance guarantee request, and may refuse a request instead of accepting a request for review, reviewing it, and approving it. Fees and percent shall be per subsections C and E above, and the approval document shall contain information similar to what subsections D.2-4 above require.

## ANX 2020-02 Valentina Estates No. 2:

### Attachment 206: Conditioned Fees

All of the following conditioned fees are due as applicable, whether or not mentioned directly by a condition of approval.

Refer to Condition G3 / Attachment 201 for a dictionary/glossary, including acronyms and shorthand text.

#### **Part A. Fee Provisions**

1. Any and all conditioned fees are in addition to, and not in place or as discounts of, any existing charge or fee however termed ordinarily assessed based on any existing ordinance, resolution, or administrative policy, inc. adopted fee schedules. If and when the City amends any ordinance, resolution, or administrative policy, inc. a fee schedule, to increase a charge or fee that is both (1) the same kind of charge or fee that is conditioned, (2) the amended charge or fee amount would exceed the amount conditioned, and (3) the increase takes effect before the conditioned fee is due, then the developer shall pay the greater amount.
2. Payments of conditioned fees shall reference a final decision case file number and the condition of approval letter/number designation, be it in a check memo field or through a cover or transmittal letter. For administrative and logistical details of such fee payments, the developer is to contact and administrative assistant or similar position in either PW or the Community Development Dept. as applicable.
3. For a development of multiple buildings for which the developer applies for a building permit for each, the due date shall apply to issuance of whatever permit is first issued, unless a condition of approval as found in a land use final decision document specifies later for a given building.

For all administrative and logistical questions about fee payment, the developer is to contact the permit/planning technician at (503) 982-5246 and refer to this attachment within the ANX 2020-02 Valentina Estates No. 2 final decision.

For payment method policy details, the developer is to contact the Finance Department at (503) 982-5222, option zero, for payment method policy details.

## Part B. Fee Table

<i>Table 206B. Conditioned Fees</i>					
<i>Condition Reference</i>	<i>Fee Type</i>	<i>Amount</i>	<i>Context</i>	<i>Timing</i>	<i>Staff Tracking:</i>
G6 through this Attachment 206	Civil engineering plan (CEP) review: Review by Planning Division	\$250; \$341	CEP. Original/1 <sup>st</sup> submittal; each subsequent inc. deferral/piecemeal	Before final plat approval by the City	
	Inspections by Planning Division	none; \$341	Subdivision public and private improvements and building permit. Any 2 <sup>nd</sup> inspection or PW “walkthrough”; 3 <sup>rd</sup> & each subsequent	Upon inspection request or PW “walkthrough” invitation to Planning Division staff;	
V2d	Fee for street trees omitted through civil engineering plan (CEP) review, or inspection missing tree fee	\$950 per tree	Applies to omitted street trees or ones missing from required number	By building permit inspection (of first dwelling)	
V3	Electric power pole(s) removal and line(s) burial	\$568 per lineal ft of line assessed at minimum 56 ft, then discounted by 50%.	Based on subdivision existing conditions Sheet C2.0 (May 5, 2021). (Anticipated that adjacent Brown Street Properties subdivision following Pre-App PRE 21-25 would contribute remaining 50%.)	By building permit inspection (of first dwelling)	
V6 through Attachment 204	Bond / bonding / performance guarantee: construction of public improvements: consideration and review of request to bond	\$4,474; \$341	Original/1 <sup>st</sup> submittal; each subsequent inc. deferral/piecemeal	Were developer to request and if City willing to consider request	
V7	Tree removal: Significant Trees	\$185 per tree assessed at min 10 trees except per Note 1 at right.	Per the Planning Division Fee Schedule, Tree Credit. Applies to Significant Trees as WDO 1.02 defines. Note 1: Developer may lessen default fee by revising and re-submitting subdivision existing conditions Sheet C2.0 (May 5, 2021;	Before any site grading occurs  (As of October 4, 2021, County Assessor aerial view ( Attachment 103C) shows min 10 larger tree canopies on site, and	

Valentina Estates No. 2 ANX 2020-02, ZC 21-01, SUB 2020-02, & VAR 21-04 Staff Report / Final Decision

Attachment 206

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<i>Table 206B. Conditioned Fees</i>					
<i>Condition Reference</i>	<i>Fee Type</i>	<i>Amount</i>	<i>Context</i>	<i>Timing</i>	<i>Staff Tracking:</i>
			Attachment 103B) no later than per Timing column to confirm number and locations of existing Significant Trees.	Sheet C2.0 has min 38 tree circles.)	
V9-T	Transit: Bus	\$290 per dwelling	For City bus transit	Building permit issuance per each dwelling	

December 13, 2021

TO: Honorable Mayor and City Council

FROM: Scott Derickson, City Administrator

SUBJECT: **Severe Weather Center Operation Agreement**

**RECOMMENDATION:**

Consider approval of the attached two-year agreement with A Ray of Hope, Today! for Severe Weather Center Program services in exchange for up to \$5,000 in reimbursable funds per year.

**SUMMARY:**

In recognition of an unmet community need, the City Council approved an agreement with Love INC in January 2020 for the formation and operation of a Severe Weather Center that that would provide a warm and safe place for people to stay when freezing temperatures (or other severe weather conditions) posed a threat to those without access to adequate shelter. Earlier discussions with community stakeholders, including the Woodburn Fire District, the Planning and Building Department, the Woodburn Police Department, Love INC, and the City Administrator, resulted in consensus on an agreement that provided for the operation of a City-funded Severe Weather Center conditioned on procedures intended to minimize risk to volunteers, participants, and the surrounding communities.

It is believed that Love INC has not yet activated a Severe Weather Center, largely due to challenges resulting from the COVID-19 pandemic and changes in their organizational capacity that have occurred since that time. After determining that the community need for emergency severe weather shelter still exists, staff explored the availability of community resources and determined that the program could be effectively managed by the Neighbors Serving Under Sheltered Neighbors project, which is operated by A Ray of Hope, Today! The proposed agreement has been expanded from the previous version to identify the need for indoor shelter when temperatures fall below 37 degrees Fahrenheit or exceed 100 degrees Fahrenheit.

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

A Ray of Hope, Today! is a North Marion County focused non-profit corporation that operates a number of community based programs, including the Ray of Hope Thrift Store, Neighbors Serving Under Sheltered Neighbors, Bridge Mentoring, and the Area Wide Prayer Initiative.

Some of the agreement's highlights include:

- The shelter will operate when temperatures are forecast to fall below 37 degrees during the months of November through March or above 100 degrees during the months of May through September. Additionally, the shelter may also open when other weather conditions that poses a risk to life and property, such as strong wind, heavy rain, flooding, or other extreme weather are forecast for a period of 24 hours or more, regardless of the month.
- A Ray of Hope, Today! shall operate the Severe Weather Shelter program at the Neighbors Serving Under Sheltered Neighbors facility located at 1560 Hardcastle Ave.
- A Ray of Hope, Today! shall provide access to the Center site to the City for City Building Official and Woodburn Fire District inspection and approval at least 72 hours prior to the site being used for Center services. The site will be evaluated for its suitability on the basis of a number of factors, including, size, location, available facilities, neighborhood impacts, and fire and life safety.
- A Ray of Hope, Today!, through an identified Shelter Coordinator, shall monitor weather forecasts and determine if it has facility accommodations and volunteers to open the Center when Inclement or life-threatening weather is predicted for the Woodburn area. The Shelter Coordinator shall activate the Center by notifying 211info and by alerting the City's Communications Manager.
- The maximum number of allowable temporary occupants shall be calculated using an occupant load factor of one individual for every 100 square feet of room area available at the Center.
- In providing services under this Agreement, A Ray of Hope Today! must permit and allow Center guests to be accompanied by qualified service animals.

- Absolutely no drugs, alcohol, or marijuana are to be consumed or stored at the Center by any guests. Additionally, no weapons are to be allowed at the Center. A Ray of Hope, Today! will implement a bag search or bag storage policy to restrict guests from bringing prohibited items onto Center property.
- Unaccompanied minors that present themselves at the Center for services shall be referred to law enforcement personnel.
- At a minimum, A Ray of Hope, Today! must provide the following employees or volunteers to staff the Center:
  - ✓ Shelter Coordinator. Person(s) who will act as primary contact for all Center activities and operations.
  - ✓ Shelter Host. Person(s) who will oversee the Center operations and act as hosts on day or night shifts, greet guests at the door, and provide facility tours. There must be at least one (1) Host on site for every ten (10) guests, with no less than two (2) Hosts on site at all times. At least one (1) Host must be awake during Center hours (hosts may alternate sleep shifts). At least one (1) Host on site must also have completed a basic first aid class (e.g. Red Cross) and CPR training course (e.g. American Heart Association).
  - ✓ Logistics Coordinator. Person(s) who will provide services in support of the Center operations to include shopping for necessities, scheduling transportation, ensuring timely site set-up, etc.
  - ✓ Guest Guidelines. A Ray of Hope, Today! must have clear guidelines or a guest agreement contract that clearly states rules and expectations for use of Center facilities. Within these guidelines there must be outlined clear consequences for failure of a guest to abide by the agreement, up to and including exclusion from the Center in extreme cases.
  - ✓ Intake and Guest Sign-In Log. A Ray of Hope, Today! shall establish an intake process and maintain a guest log for all overnight stays.
  - ✓ Operations Guide. A ray of Hope, Today must have clear guidelines for all aspects of operations, including set up and use of space, check-in procedures for guests, securing of personal

belongings, health and safety issues, caring for person in physical or mental distress, and emergency procedures.

- ✓ First Aid & Emergency Procedures. A Ray of Hope, Today! shall provide and have in effect a First Aid Plan. A Ray of Hope, Today! must also document procedures to be followed during an emergency and practice responses with Shelter Hosts.
- ✓ Social Services Referral Guide. A Ray of Hope, Today! shall have onsite at the Center a social services referral and resource guide that is available to assist guests in acquiring or identifying additional needed services.

**FINANCIAL IMPACT:**

If approved by the City Council, the City will reimburse A Ray of Hope, Today! for up to \$5,000 per year for direct expenses related to the operations of the Severe Weather Center.



## SEVERE WEATHER CENTER OPERATOR AGREEMENT

THIS Severe Weather Center Operator Agreement ("Agreement"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022, is made and entered into by and between the City of Woodburn, an Oregon Municipal Corporation (the "City"), and A Ray of Hope, Today!, an Oregon nonprofit corporation ("A Ray of Hope, Today!") (together the "Parties").

### BACKGROUND

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

NOW THEREFORE, the Parties agree as follows:

### AGREEMENT

1. Severe Weather Center. A Ray of Hope, Today!, in coordination with its community and faith-based partners, shall operate a Severe Weather Center ("Center") that will provide emergency temporary shelter to houseless and unsheltered persons during periods of Inclement and Life-Threatening Weather. For purposes of this Agreement, those terms are defined as follows:
  - a. Inclement Weather. Harsh weather that is wet and cold where temperatures reach 37 degrees Fahrenheit or below during winter months (i.e. November to March). High heat weather where temperatures reach 100 degrees Fahrenheit or above during summer months (i.e. May –September).
  - b. Life-Threatening Weather. Weather that poses a risk to life and property that may include a special alert forecast predicting strong wind, heavy rain, flooding, or other extreme weather for a period of 24 hours or more regardless of the month.
2. Conditions of Operation.
  - 2.1 Site Location. A Ray of Hope, Today! shall operate the Severe Weather Shelter program at the Neighbors Serving Under Sheltered Neighbors facility located at 1560 Hardcastle Ave. At least 72 hours prior to its activation, the site location will be evaluated for its suitability on the basis of a number of factors, including, size, location, available facilities, neighborhood impacts, and fire and life safety per Section 2.4 below. The City reserves the right to conduct a re-inspection of the site at any time and to deny approval of the site for any reason.

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

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

2.4 Fire & Life Safety. The City's Building Official and the Woodburn Fire District Fire Marshal, or their designee, shall conduct an inspection with the Shelter Coordinator present as part of the City's approval of the Center site (per Section 2.1). The inspection shall determine if the building or area is appropriate for the Center and identify if any work needs to be completed prior to operation.

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

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

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

2.5 Days & Hours of Operation. The Center, while activated, shall be open during hours consistent with the sheltering needs required by each applicable severe weather event. Guests must leave the Center site and surrounding property once the shelter has closed for the day. A Ray of Hope, Today! shall be responsible for ensuring that individuals do not loiter or remain at the Center once it has closed, unless they are utilizing the facility in a manner that is consistent with its normal operations.

2.6 Pets. In providing services under this Agreement, A Ray of Hope, Today! must permit and allow Center guests to be accompanied by qualified service animals.

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

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

2.9 Staffing. At a minimum, A Ray of Hope, Today! must provide the following employees or volunteers to staff the Center:

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

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

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

2.10 Shelter Program Plan Documents. A Ray of Hope, Today! shall ensure that it has the following policy documents in place as part of providing services under this Agreement. The City may request copies of these documents prior to approving the Center site.

2.10.1 Guest Guidelines. A Ray of Hope, Today! must have clear guidelines or a guest agreement contract that clearly states rules and expectations for use of Center facilities. Within these guidelines there must be outlined clear consequences for failure of a guest

to abide by the agreement, up to and including exclusion from the Center in extreme cases.

2.10.2 Intake and Guest Sign-In Log. A Ray of Hope, Today! shall establish an intake process and maintain a guest log for all overnight stays.

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

2.10.4 First Aid & Emergency Procedures. A Ray of Hope, Today! shall provide and have in effect a First Aid Plan. A Ray of Hope, Today! must also document procedures to be followed during an emergency and practice responses with Shelter Hosts.

2.10.5 Social Services Referral Guide. A Ray of Hope, Today! shall have onsite at the Center a social services referral and resource guide that is available to assist guests in acquiring or identifying additional needed services.

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

3. Consideration. The City shall reimburse A Ray of Hope, Today! for direct expenses related to the operation of the Shelter. Allowable expenses include, but are not limited to wages and/ or stipends paid to shelter hosts, meals provided to shelter hosts and guests, expenses related to transporting guests to the shelter, and other expenses directly related to the operation of the shelter. Reimbursable expenses shall be capped at \$5,000 per year.

4. Term & Termination.

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

4.2 Termination. This Agreement may be terminated as follows:

- a. Upon nonrenewal at the end of the Initial Term or a successive renewal term;
- b. By mutual consent of both parties; or
- c. By either party unilaterally, by giving at least thirty (30) days prior written notice to the other party.

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

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

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

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

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

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

10. Insurance. A Ray of Hope, Today! shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

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

10.2 General Liability Insurance. General Liability Insurance with coverage extended for each of the Center sites/facilities with combined single limit, or the equivalent, of no less than \$1,000,000 each occurrence for Bodily Injury and Property Damage. It shall include contractual liability coverage for the indemnity provided under this Contract. It shall provide that the City of Woodburn and their divisions, officers and employees are Additional Insureds but only with respect to services to be provided under this Agreement.

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

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

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

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

12. Subcontracts and Assignment; Successors and Assigns.

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

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

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

14. Miscellaneous.

14.1 Compliance with Applicable Law. A Ray of Hope, Today! shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to A Ray of Hope, Today!'s obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

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

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

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

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

(b) A Ray of Hope, Today!, President, 10013 Wiseacre Ln, Aurora, OR 97002.

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

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

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

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

CITY OF WOODBURN,  
an Oregon municipal corporation

A Ray of Hope, Today!,  
an Oregon nonprofit corporation

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Scott Derickson, City Administrator

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Alesa Hintz, President

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Date

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Date





## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council (acting in its capacity as the Local Contract Review Board) through City Administrator

FROM: Chris Kerr, Community Development Director  
Melissa Gitt, Building Official

SUBJECT: **Award a Contract for Professional Plan Review and Inspection Services on an As Needed Basis**

### **RECOMMENDATION:**

Award a Contract for Professional Plan Review and Inspection Services on an As Needed Basis to Clair Company, Inc. and authorize the City Administrator to sign the Agreement.

### **BACKGROUND:**

Given the historically high rate of industrial, commercial, and residential development activity, staff determined that it was necessary to hire an independent consultant to provide professional plan review and inspection services on an as needed basis.

Staff utilized a Request for Proposals (RFP) process to solicit professional building plan review and inspection services, as needed. The RFP was advertised on the City website and sent to all approved firms licensed through the State of Oregon, Department of Consumer and Business Services, to complete third party plan review/ Inspections.

Staff received and reviewed the submitted proposal in accordance with the RFP guidelines and State requirements (ORS 279C.105; State procurement of goods and services). The Clair Company, Inc. was selected as the qualified proposer. Staff then proceeded to negotiate the scope of work and fees with Clair. After successful negotiations, City staff and Clair Company agreed upon a contract fee amount of 75% of the plan review fees collected by the City under the adopted fee schedule for building plan review services. For Inspection services, the hourly rate of \$75/ hr. for residential and \$85/ hr. for commercial inspection services will

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

be applied. Both plan review and inspection services will be completed in accordance with the documented timelines set forth in ORS 455.467.

**DISCUSSION:**

The City is currently experiencing development activity (residential, commercial, and industrial) at a historical high rate. For perspective, in the last 18 months the Building Department has issued permits for more than twice as many housing units (1,096 units) than were issued during the previous 12 years combined (457 units). Based on recent land use approvals and subdivisions that have been recorded, Staff believes residential construction will continue at high levels into the short-term future. Additionally, permits were recently issued for the Amazon site, one of the State's largest fulfillment centers, demanding approximately 75% of our commercial building inspector's time.

Contracting some of the overflow of building plan review and inspection services out to Clair Company, Inc. will allow City Building and Community Development staff to focus on current and ongoing residential, multi-family and commercial projects while providing oversight for incoming projects.

The contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279C and the laws, and regulations of the City of Woodburn.

**FINANCIAL IMPACT:**

The Contract for Professional Building Plan Review and Inspection Services with The Clair Company, Inc. will be funded from 75% of the plan review fees collected by the City and paid by the applicant of the project. 25% of the plan review fees will be retained by the City to cover its costs for overseeing the review process.



## Agenda Item

December 13, 2021

TO: Honorable Mayor and City Council through City Administrator

FROM: Jamie Johnk, Economic Development Director

SUBJECT: **Business Oregon Special Public Works Fund (SPWF) Application – Butteville Road Realignment Project**

### **RECOMMENDATION:**

Authorize staff to apply for funding through the Business Oregon SPWF program for the Butteville Road Realignment Project and authorize the City Administrator to sign the application for submission.

### **BACKGROUND:**

The City has been working with Business Oregon on a business development opportunity to attract Amazon's new Fulfillment Center to Woodburn's I-5 Logistics Center. Amazon's new Fulfillment Center (code named "Project Basie") will provide more than 1,000 new year-round, stable jobs with a full benefits package (dental, medical, vision, 401k, etc.). These jobs will provide workers in the region the opportunity to earn reliable income and build the work experience necessary for future career endeavors.

Amazon's proposed development is located along Butteville Road and OR-214. This location has a failing intersection at Butteville and OR-219 and due to the sheer size of this proposed development, expanding the capacity of nearby OR-219 and the re-alignment of Butteville Road is an essential improvement for transportation flow and business access for this project.

The City of Woodburn has the opportunity to apply for a Business Oregon SPWF grant in order to offset some of the Butteville Road realignment costs. Business Oregon offers communities the opportunity to apply for SPWF funds based on a business's commitment to make investment in Oregon and create new jobs. Amazon intends to develop a 3.8 million square foot, \$400 million distribution and fulfillment center. As well as bring 1,000 to 1,800 jobs with starting wages of \$17 per hour plus a benefits package valued at approximately 20%.

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

**DISCUSSION:**

After consultation with the City, Marion County, and ODOT, Amazon has proposed transportation improvements to meet the near-term buildout of the company and the long-term growth projections of the larger study area, which include:

- Butteville Road realignment and roundabout intersection with OR-219, close the old Butteville Road connection with OR-219.
- Reconstruct and widen the southern segment of Butteville Road abutting the development site. Include a shoulder on the west side, six-foot bike lanes, and curb, landscape strip and a six-foot sidewalk on the east side.

Benefits of the proposed transportation improvements include:

- Improved vehicular and pedestrian safety at an already-problematic intersection.
- Sufficient traffic capacity for the development of this job-creating industrial project.
- Capacity to accommodate future traded-sector development and job creation opportunities.
- Preservation of wetlands along Butteville Road.

The City of Woodburn has prepared the application for a Business Oregon SPWF request in the amount of \$500,000, with a total cost of \$7,937,050. Remaining funds for the project include: ODOT Immediate Opportunity Funds of \$1,000,000 and Amazon investment of \$6,437,050.

**FINANCIAL IMPACT:**

The City will submit the SPWF funding request of \$500,000. Funds would be received by the City and applied towards the construction costs of Butteville Road Realignment.

**Butteville Widening (3 lane improvements)**

2326 LF Improvements

2326 LF

Mobilization	1 LS	\$ 200,000.00	\$ 200,000.00
Erosion Control	1 LS	\$ 50,000.00	\$ 50,000.00
Mass Grading	15765.11 CY	\$ 20.00	\$ 315,302.22
Agg Base	8444.931 TON	\$ 25.00	\$ 211,123.27
Geotextile	10854.67 SY	\$ 1.50	\$ 16,282.00
AC Paving	5887.688 TON	\$ 90.00	\$ 529,891.88
Curb	2326 LF	\$ 25.00	\$ 58,150.00
Sidewalk	13956 SF	\$ 6.00	\$ 83,736.00
Driveway	3725 SF	\$ 10.00	\$ 37,250.00
Swale	2326 LF	\$ 10.00	\$ 23,260.00
Striping	2326 LF	\$ 25.00	\$ 58,150.00
Sanitary	2326 LF	\$ 200.00	\$ 465,200.00
Storm	2326 LF	\$ 150.00	\$ 348,900.00
Water	2326 LF	\$ 125.00	\$ 290,750.00
Dry Utilitiy	2326 LF	\$ 60.00	\$ 139,560.00
Lighting	2326 LF	\$ 30.00	\$ 69,780.00
Traffic Control	1 LS	\$ 50,000.00	\$ 50,000.00

Total \$ 2,947,335.36

Cost per LF \$ 1,267.13

*Total Cost w/ 20% Contingency \$ 3,536,802.44**Cost per LF with 20% Contingency \$ 1,520.55*

**Butteville Full Section**

1776 LF to Roundabout

1776 LF

Preconstruction	1 LS	\$ 200,000.00	\$ 200,000.00
Erosion Control	1 LS	\$ 50,000.00	\$ 50,000.00
Mass Grading	9866.667 CY	\$ 20.00	\$ 197,333.33
Agg Base	7676.267 TON	\$ 25.00	\$ 191,906.67
Geotextile	9472 SY	\$ 1.50	\$ 14,208.00
AC Paving	4795.2 TON	\$ 90.00	\$ 431,568.00
Curb	1776 LF	\$ 25.00	\$ 44,400.00
Sidewalk	21312 SF	\$ 6.00	\$ 127,872.00
Driveway	1500 SF	\$ 10.00	\$ 15,000.00
Swale	1776 LF	\$ 10.00	\$ 17,760.00
Striping	1776 LF	\$ 25.00	\$ 44,400.00
Sanitary	1776 LF	\$ 200.00	\$ 355,200.00
Storm	1776 LF	\$ 150.00	\$ 266,400.00
Water	1776 LF	\$ 125.00	\$ 222,000.00
Dry Utilitiy	1776 LF	\$ 60.00	\$ 106,560.00
Lighting	1776 LF	\$ 30.00	\$ 53,280.00
Traffic Control	1 LS	\$ 10,000.00	\$ 10,000.00

Total \$ 2,347,888.00

Cost per LF \$ 1,322.01

*Total Cost w/ 20% Contingency \$ 2,817,465.60*  
*Cost per LF with 20% Contingency \$ 1,586.41*

## Application Supplement for Special Public Works Fund Development Project

Applicant: **City of Woodburn**

Project Name: **Butteville Road Realignment**

### Section I: Property Acquisition / Ownership / Operation

- A. Is the project a "Development Project" for the acquisition, improvement, construction, demolition or redevelopment of municipally owned utilities, buildings, land, transportation facilities, or other facilities that assist the economic and community development of the municipality? ☒ Yes ☐ No

*If yes, answer questions B. through E. of this section. If no, please contact your Regional Development Officer.*

- B. What is the physical location of the project?

**450 S. Butteville Road**

- C. Will the applicant own the facility / improvements once constructed? ☒ Yes ☐ No

*If no, explain:*

- D. Will the applicant operate and maintain the facility / improvements once constructed? ☒ Yes ☐ No

*If no, describe:*

- E. Does the project include any acquisition of real property, including permanent easements and rights-of-way, which are directly related to or necessary for the project? ☐ Yes ☒ No

*If yes, describe:*

- F. Does the project include the purchase of motor vehicle(s)? ☐ Yes ☒ No

*If yes, describe:*

- G. Does the project include the purchase of any other equipment which is not directly related to or necessary for the project? ☐ Yes ☒ No

*If yes, describe:*

- H. Will a private entity or business have a special legal entitlement to the project? (e.g., through either a transfer of, or partnership in ownership, a lease, management contract, special user rates or development fees, or priority for use) ☐ Yes ☒ No

*If yes, describe:*



## Section II: Project Results

Please answer each of the following items and provide a brief explanation below for each item marked “Yes.”

- A. Will the project result in direct job creation or retention of permanent industrial or commercial jobs within two years of completion of the project? ☒ Yes ☐ No  
*Skip to question B.*
1. Is the project a “firm business commitment” project in response to a specific business development, expansion or retention proposal where assistance is necessary to enable the proposal to proceed? ☒ Yes ☐ No  
*If yes, describe:* **Butteville Road infrastructure improvements/realignment are required in order for the business to locate in the Woodburn I-5 Logistics Center site.**
2. Does the “firm business commitment” project include industrial or commercial jobs for traded sector businesses, e.g., those selling goods or services in markets for which national or international competition exists? ☒ Yes ☐ No  
*If yes, describe:* **The company proposes to create 1000 to 1800 new jobs in the warehouse/distribution sector.**
3. Will the identified business be relocating from another part of the state? ☐ Yes ☒ No  
*If yes, describe:*
- B. Will the project result in business growth or expansion that would not occur in Oregon without an investment from the Special Public Works Fund? ☒ Yes ☐ No  
*If yes, describe:* **Butteville Road infrastructure improvements/realignment are required in order for the business to locate in the Woodburn and create the proposed jobs.**
- C. Will the project include improvement, expansion or new construction of **infrastructure** systems necessary to maintain usable industrial and commercial lands? ☒ Yes ☐ No  
*If yes, explain:* **The project will redesign and realign Butteville Road including new infrastructure, street, curbs, sidewalks, storm, etc.**
- D. Will the project support future industrial growth and commercial enterprise to create or retain employment opportunities with **buildings, land or other facilities**? ☒ Yes ☐ No  
*If yes, explain:* **The realignment of Butteville Road and its connectivity to the round about on OR 219 has been designed to accommodate current and future industrial development as well as to service the continued needs of the agricultural and commuter transportation needs.**



- E. Is the project necessary to encourage **economic revitalization** in an urban or rural area where economic growth is prevented by existing conditions, such as an absence of community facilities, developable industrial or commercial land, or lack of capacity in infrastructure systems? ☒ Yes ☐ No

*If yes, explain:* **The existing OR219 and Butteville Road intersection would not accommodate increased traffic as a result of development. In order to bolster economic growth and job creation in the region, the redesign and realignment of the Butteville Road and OR 219 was essential for the current Amazon project as well as future traded sector development within the region.**

- F. Will the project promote or contribute to the economic and community development goals of the municipality? ☒ Yes ☐ No

*If yes, explain:* **This project directly supports the City's goals of promoting economic development through investment and job creation.**

- G. Will the project provide the local match for an **emergency project** receiving federal disaster relief? ☐ Yes ☒ No

*If yes, briefly describe the emergency project activities:*

**Note:** Attach copies of the FEMA approved "Project Worksheets" as **Attachment Q**.

- H. Will the project result in the restoration, rehabilitation or new construction of essential community facilities that provide support services to public health and safety, including but limited to police and fire protection, medical treatment, public utilities, transportation and auxiliary shelter facilities? ☐ Yes ☒ No

*If yes, explain:*

- I. Is the project one of the special types of development projects listed in OAR 123-042-0038 - land acquisition only; a privately owned railroad; telecommunication system; energy system; marine facility; or a utility system connected to another municipality's utility system? ☐ Yes ☒ No

*If yes, explain:*

### Section III: Additional Project Information

- A. What is the estimated useful life of the improvements included in the project?

**20 Years**

- B. Is there documentation of substantial local commitment to the project's success? ☒ Yes ☐ No

*If yes, describe (public hearings held; project is included entity's adopted budget, CIP, master plan; private partnership or foundations are involved in funding project, et cetera):*

**The City, Marion County and ODOT completed an OR219 and Butteville Road Design Concepts Conclusions and Recommendation Report (2/2021) where the intersection was analyzed and traffic management designs were considered in order to determine short- and long-term improvements. The findings from this Report were included in recent updates to the City's Transportation System Plan. In addition, the City has facilitated and participated in numerous meetings and discussions regarding the OR219 and Butteville Road improvements with Marion County and ODOT representatives. City staff and Amazon has held public hearings regarding the development of the fulfillment center at the Woodburn location, as well as the realignment of Butteville Road and the OR219 round-about.**

- C. Please list the permits and regulatory authorizations needed for the project to be ready to proceed with construction and indicate whether they have been obtained or not.

Permit Type	Review Agency	Status of Approval		If pending, anticipated approval date
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Pending	
		<input type="checkbox"/> Obtained	<input type="checkbox"/> Pending	

**For Drinking Water System Improvement Projects Only**

- D. Water system identification number:
- E. Are all service connections to your drinking water system metered? ☐ Yes ☐ No  
*If yes, skip to question "F" below.*  
*If no, has a plan been adopted to install the meters?* ☐ Yes ☐ No
- F. If a plan has been adopted, describe:

**Section IV: Financial Information**

- A. Are user rates for the project-funded utility system(s) expected to change in the next five years? ☐ Yes ☒ No  
*If yes, describe:*

B. What sources of revenue are being pledged to repay a loan?

C. Is other debt serviced or secured by those revenues?

☐ Yes ☒ No

*If yes, is the other debt described in the applicant's audit reports?*

☐ Yes ☒ No

**If the other debt is not described in the audit report**, refer to the specific authorization, such as an ordinance or resolution. List below and attach a copy as **Attachment N**.

Lender	Amount of Note	Year Incurred

D. Has the applicant ever defaulted on a debt?

☐ Yes ☒ No

*If yes, provide a complete summary of the circumstances related to the default:*

E. Is there actual/pending litigation that could impair the applicant's ability to repay debt?

☐ Yes ☒ No

*If yes, describe:*

#### Section V: Budget Information

A. Does the project budget (as included on the General Application) propose direct project management expenses? ☐ Yes ☒ No

*(Direct project management is defined as expenses that will be incurred that are directly related to and necessary solely to support or manage project activities and are not routine or ongoing expenses of the municipality or expenses for current staff that are already included in the municipality's adopted budget. )*

*If yes, describe how the direct project management services will be provided:*

B. A current engineer's cost estimate must be included as **Attachment U**. Who prepared the cost estimates for the project?

**Note:** *To be considered current, the cost estimate must have been completed within the past 6 months.*

Name: **Matt Hughart**

Title: **Principal Planner**

Company: **Kittleson & Associates**

Phone Number: **503-535-7425**

Date of project cost estimate: **Oct 27, 2021**

- C. Will reimbursement be requested from the IFA for any directly related project expenses that have been, or will be, incurred **prior to an award**? ☐ Yes ☒ No

*If yes, identify and describe the amount and type of pre-award expenses below:*

**Note:** Pre-award expenses must be included as a separate line-item in the project budget in the General Application Form.

1. Preliminary design or engineering incurred within the past 12 months? ☐ Yes ☐ No

*If yes, describe:*

2. Construction activities, including land acquisition, site preparation, mobilization and similar costs incident to commencement of construction? ☐ Yes ☐ No

*If yes, describe:*

3. Other activities necessary to allow the project to proceed? ☐ Yes ☐ No

*If yes, describe:*

4. Are pre-award expenses **less than 20%** of the total cost of the project? ☐ Yes ☐ No

*If no, describe:*

## Attachments

	Attachment Description		For IFA Use (X Attached?)
<b>Required with all applications</b>	<b>A</b>	Documentation from the appropriate entity (city or county planning department) that indicates that the project is consistent with the acknowledged local comprehensive plan.	<input type="checkbox"/>
	<b>B</b>	Map(s) showing the location of the project, including tax lots / parcels and road widths, etc.	<input type="checkbox"/>
	<b>C</b>	The preliminary architectural / engineering / planning work or study conducted to determine the feasibility of the proposed building, utility system or other improvements. The documents must be certified by a professional architect / registered engineer licensed in Oregon.	<input type="checkbox"/>
	<b>D</b>	Applicant's adopted budget.	<input type="checkbox"/>
	<b>E</b>	Applicant's last three audit reports (if not available at the Secretary of State website: <a href="http://www.sos.state.or.us">http://www.sos.state.or.us</a> )	<input type="checkbox"/>
	<b>F</b>	List the ten largest property tax payers in the applicant's jurisdiction, their type of business, local taxes and current assessed value. If net revenues from your drinking water and/or sewer system will be pledged to repay the loan, also complete the "Summary of Users, Consumption and Rates" and "System's Ten Largest Customers" tables for the applicable system(s) (see Attachment F).	<input type="checkbox"/>
	<b>G</b>	A Schedule of Pro Forma Revenues and Expenditures for the applicable fund(s) that will be pledged to repay the loan for each of the next five years and any underlying assumptions used in the Applicant's adopted budget (see Attachment G).	<input type="checkbox"/>
	<b>U</b>	Current engineer's cost estimate (see Section 5 B).	<input type="checkbox"/>
<b>Check If Applicable</b>	<b>Check box at left and include any of the following attachments that are applicable to the project proposal</b>		
<input type="checkbox"/>	<b>H</b>	If the project is for improvement or expansion of a drinking water and/or sewer system, submit a copy of the Water System Master Plan or Wastewater Facilities Plan for the system(s).	<input type="checkbox"/>
<input type="checkbox"/>	<b>I</b>	If the project is for improvement or expansion of a drinking water system and/or sewer system, attach a copy of the current rate schedule, including rates for System Development Charges (SDCs).	<input type="checkbox"/>
<input type="checkbox"/>	<b>J</b>	If the project is for improvement or expansion of a drinking water and/or sewer system, attach a copy of the most recent resolution or ordinance that adopts the current rate schedule.	<input type="checkbox"/>
<input type="checkbox"/>	<b>K</b>	If the project overlaps municipal boundaries, attach an executed copy of an intergovernmental cooperation agreement that sets out the duties and obligations of each entity.	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>L</b>	If project includes a firm business commitment where permanent jobs will be created or retained, submit the "Job Creation and Retention and Average Wages" form completed by the business (see Attachment L).	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<b>M</b>	If available, the plans and specifications for the project.	<input type="checkbox"/>

<input type="checkbox"/>	<b>N</b>	Copies of all ordinances/resolutions that authorize <b>debt that is supported by the source of repayment for this financing</b> (refer to the Section IV: Financial Information, Item B.).	<input type="checkbox"/>
<input type="checkbox"/>	<b>O</b>	If the applicant will own the facility and another entity will operate the facility, attach an executed copy of the operating agreement between the parties.	<input type="checkbox"/>
<input type="checkbox"/>	<b>P</b>	If the project is for downtown revitalization, attach a copy of the downtown revitalization plan.	<input type="checkbox"/>
<input type="checkbox"/>	<b>Q</b>	If the project is an <b>emergency project</b> with the <b>commitment of federal disaster relief assistance</b> , attach a copy of the FEMA approved "Project Worksheet(s)" that are the basis for this funding request.	<input type="checkbox"/>
<b>If a Telecommunications Project</b>			
<input type="checkbox"/>	<b>R</b>	If the project is for telecommunications infrastructure, attach a resolution that includes findings and states that project is necessary and would not otherwise be provided by a for-profit entity within a reasonable time/for a reasonable cost.	<input type="checkbox"/>
<input type="checkbox"/>	<b>S</b>	If the project is for telecommunications infrastructure, attach a copy of the notice and minutes of the public hearing at which the above resolution was adopted.	<input type="checkbox"/>
<b>If a grant is likely and it is possible the grant could exceed the property value</b>			
<input type="checkbox"/>	<b>T</b>	One of the following: 1) real market value (obtained from the county tax assessor) of the property and improvements that will be put on the tax assessment roll, <u>after</u> the project improvements have been completed; or 2) an appraisal (conducted by an independent appraiser) of the future fair market value of the subject property <u>after</u> the project improvements have been completed.	<input type="checkbox"/>

Information for the following tables should be the most current available and may be found from these sources:

**Ten largest taxpayers:** Comprehensive Annual Financial Report (CAFR), County Assessor, Financial Audit Report

**Summary of users:** billing records

**Populations served:** your system's service area information; 2010 Census, [Portland State University](#)

**System's ten largest customers:** billing records

#### Ten Largest Property Taxpayers (in applicant's jurisdiction)

Taxpayer	Type of Business	Total Taxes	Current Assessed Value
WINCO Foods	Distribution/Warehousing	\$1,396,858	\$74,842,198
Woodburn Premium Outlets	Commercial/Retail	\$1,364,051	\$70,264,829
Food Services of America	Food Warehousing/Distribution	\$545,012	\$29,901,360
Hardware Wholesalers/Do It Best	Distribution/Warehousing	\$339,399	\$17,068,670
Wal-Mart	Commercial/Retail	\$333,956	\$17,791,840
Cascade Meadow LLC	Residential Care	\$292,347	\$14,702,400
Portland General Electric	Utility Provider	\$283,958	\$15,572,783
Crown 2 Development LLC	Residential Care	\$261,371	\$13,144,580
Northwest Natural Gas	Utility Provider	\$237,444	\$13,028,000
Pacific Realty Associates LP	Business Center	\$210,987	\$10,637,480

#### If Water or Sewer Project, also Complete These Tables

#### Summary of Users, Consumption and Populations Served

User	Connections		Equivalent Dwelling Units**		Annual Water Consumption (in gallons)
	Current	Future*	Current	Future	Current
Residential					
Commercial					
Industrial					
Other					
<b>Totals</b>	0	0	0	0	0

\*20-year project life

\*\*1 EDU = 7,500 gallons of water consumption per month per residential user

#### Populations Served

	All Residents	Permanent Residents*
Number served by system		
Number served by this project		

\*Excludes transient and part-time residents

#### System's 10 Largest Customers

Customer	Annual Water Consumption (in gallons)	% Total Water Consumption for System	Annual Revenue Received by System	% Total Annual Revenue Received by System

## Schedule of Pro Forma Revenues and Expenditures

Attachment G

	Pro Forma	Current FY					
1	<b>Year (ending June 30)</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>2027</b>
2	<b>Beginning Fund Balance</b>	0	2,204,736	0	0	0	0
<b>Operating Revenues</b>							
3	Primary Revenue Source	6,437,050					
4	Other Revenue Source 1	500,000					
5	Other Revenue Source 2	1,000,000					
	<b>Total Operating Revenues</b>	<b>7,937,050</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Operation, Maintenance &amp; Replacement (OM&amp;R) Expenses</b>							
6	Personal Services						
7	Materials & Services						
8	Other Operating Expenses	5,732,314	2,204,736				
	<b>Total Operating Expenses</b>	<b>5,732,314</b>	<b>2,204,736</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Debt Services</b>							
	<b>Funds Avail for Debt Service</b>	<b>2,204,736</b>	<b>(2,204,736)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
9	Existing Debt 1						
10	Existing Debt 2						
11	Other Proposed Debt						
	<b>Total Debt Service</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>Other Activities</b>							
	<b>Cash Avail After Debt Service</b>	<b>2,204,736</b>	<b>(2,204,736)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
12	Loan Proceeds / Drawdowns						
13	Capital Outlay						
14	System Replacement Reserves						
15	Other Non-Operating Activity						
	<b>Net Other Activity</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
16	Net Transfers IN (OUT)						
17	Adjustments						
	<b>Net Transfers &amp; Adjustment</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
	<b>Ending Fund Balance</b>	<b>2,204,736</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
18	<b>Connections</b>						
19	<b>EDUs</b>						
20	<b>Monthly Rate per EDU</b>						

**Please contact your RDO if you have questions completing this form.**

Primary revenue source (e.g., user charges). Include, on lines 4 or 5, revenues such as taxes, hook-up fees and rent/lease income. Do not include interest, SDCs, etc., in this section; rather, enter these revenues on line 15.

Include short-lived asset replacement with a useful life of 15 years or less. Do not include capital outlay, transfers, depreciation, etc; rather, enter these revenues to lines 12–17.

Enter and specify annual debt service amounts for existing and proposed debt support by this fund, including any proposed non-IFA debt for this project, e.g., USDA, DEQ, etc.

Anticipated drawdown schedule for requested loans. Include capital outlay **in brackets (negative amount)** for this project. Anticipated contributions for system replacement. Asset sales, SDCs, interest income (specify+).

Include transfers to reserve accounts (specify+). Explain any adjustments

†Describe any assumptions used in calculating above figures, such as changes in user rates, EDU/connection growth, loan repayments, operating expenses, transfers, adjustments:



## Job Creation / Retention and Average Wages

Attachment L

Business Name & Address of Project Business Site:  
(street address, city, zip code):

Amazon  
450 S Butteville Road  
Woodburn, OR 97071

### Contact Person:

Name: Stephen Maduli-Williams

Title: Manager, Economic  
Development

Phone Number: 415-230-9788

Federal Tax Identification Number (EIN):

91-1646860

Oregon Business Identification Number (BIN):

1632496-92

Product(s) produced: **Fulfillment Center**

### A. Current number of Full-Time Equivalent (FTE) jobs:

1. Total number of Hours Worked\* to Employees\*\* during the previous 12 months: 0.00  
Divided by 1,820 hours per year = **Current FTE** = 0.00
2. Of the current FTE, how many do you estimate would no longer exist if the proposed project is not completed? \_\_\_\_\_
3. By what date do you estimate the FTE jobs in 2. (above) would no longer exist if the proposed project is not completed? \_\_\_\_\_
4. What 12-month period was used for 1. (above)? \_\_\_\_\_ to \_\_\_\_\_

\* "Hours worked" for an hourly Employee means all hours the Employee performed work on the job. It does not include sick leave, vacation time or other paid time where no work is performed. This definition was developed to be consistent with the data collected by the Oregon Employment Department for the Oregon Quarterly Reports and Form 132 (for Unemployment Insurance Tax). The 1820 figure represents 35 hours per week and was developed in coordination with the Oregon Employment Department. The 1820 figure assumes 6.5 weeks (260 hours) of paid and unpaid leave each year out of a total 2080 hours (40 hours x 52 weeks) per year. The 6.5 weeks of paid and unpaid leave consists of: 2.5 weeks of vacation, 1.5 weeks of sick leave, 1.5 weeks of holidays and 1 week of other leave (such as family leave). All jobs that are covered under unemployment compensation shall be counted. Contract labor also may be included if the jobs are expected to be permanent, but hired through a third party contract agency.

\*\* "Employee" means:

- A. A person who is paid through a business's normal payroll system;
- B. A person for whom FICA and state and federal income taxes are deducted from gross wages, which are then forwarded to the appropriate agencies by the business on behalf of the person;
- C. A person for whom the business pays state and federal unemployment insurance; and
- D. A person for whom the business contributes to FICA.

An exception to the above is allowed if the business uses a leasing agent for its Employees and the terms of the leasing agreement are such that hiring decisions are made by the business and for all intents and purposes the "Employees" are working for the business. The fees paid by the business to the leasing agent should not be considered as part of the Employees' salary / wages.

An "Employee" is not:

- A. A person hired through a temporary agency; or
- B. A person acting as an independent contractor.

**B. Average annual wage of current FTE jobs:**

1. Total wages / salaries paid to Employee during previous 12 months: \_\_\_\_\_  
Total number of Hours Worked\* to Employees\*\* during the previous 12 months: \_\_\_\_\_  
Divided by 1,820 hours per year = **Current FTE** = \_\_\_\_\_ 0.00  
**Wage divided by current FTE** = \_\_\_\_\_

**C. Estimated number of new FTE job that will be created as a result of this project by the end of the *second year* after beginning operations:**

(These jobs must then be maintained for a minimum of four consecutive calendar quarters.)

- 1000.00  
1. Estimated date operations resulting from the proposed project will begin: May 1, 2023  
2. Estimated annual average wage of these new FTE jobs: \$37,440.00  
3. How many new FTE jobs do you estimate will be created as a result of this project by the end of the *fifth year* after beginning operations? 1500.00

**D. First Source Hiring Agreement**

1. I acknowledge that execution of a First Source Hiring Agreement between this business and a publicly funded job training provider will be a condition of the potential funding award the municipality is applying for. ☒ Yes ☐ No

**I certify and affirm that all statements and information contained herein are true and complete to the best of my knowledge.**

\_\_\_\_\_  
Business Representative / Preparer's Signature

\_\_\_\_\_  
Typed Name and Title

\_\_\_\_\_  
Date

**For IFA Use Only**

Does this business already exist in Oregon? ☐ Yes ☐ No

**If yes**, has program staff requested a report from the Employment Department for the previous four quarters to establish the business's Base FTE Jobs? ☐ Yes ☐ No

**If no**, list other documentation that will be used to establish Base FTE Jobs, or provide the date when a report from the Employment Department will be requested.

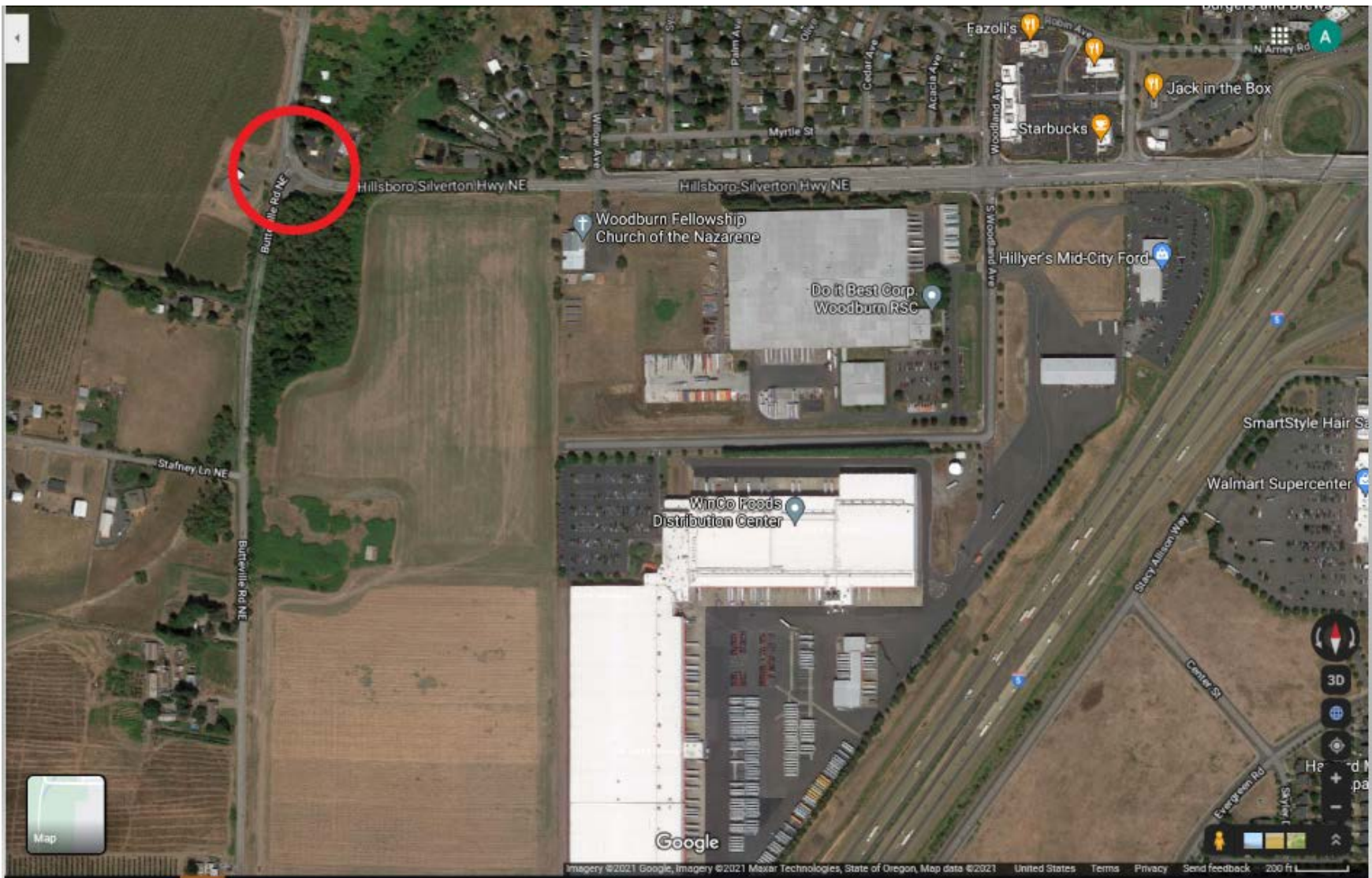


\_\_\_\_\_  
Signature of Project Coordinator

\_\_\_\_\_  
Date







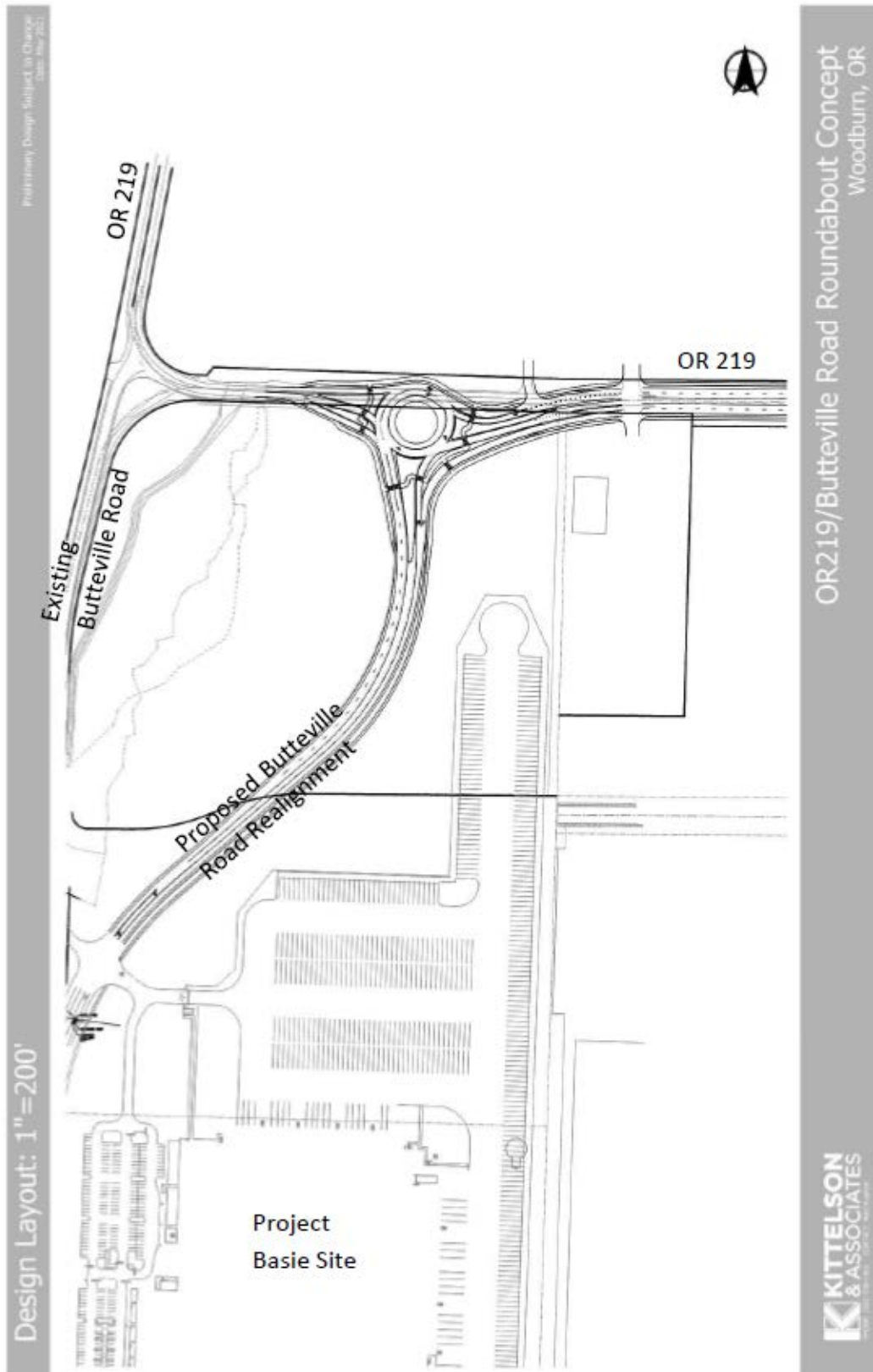


Figure 3: Proposed Redesign



## General Application

775 Summer St NE, Suite 200  
Salem, OR 97301-1280

### Applicant

City of Woodburn

Name

93-6002282

Federal Tax ID Number

270 Montgomery Street, Woodburn OR 97071

Street Address

Mailing Address

Organization Type:

☒ City

☐ County

☐ Special District under  
ORS \_\_\_\_\_

☐ Port District under  
ORS \_\_\_\_\_

☐ Tribe

Jamie Johnk

Contact Name

(Person we should contact with project questions)

Economic Development Director

Title

503-980-6319

Phone Number

Fax Number

jamie.johnk@ci.woodburn.or.us

Email Address

**Representation** (Information may be found at [www.leg.state.or.us/findlegsltr](http://www.leg.state.or.us/findlegsltr) )

11

Senate District Number

Peter Courtney

Senator's Name

22

House District Number

Teresa Alonso-Leon

Representative's Name

### Project Information

Butteville Road Realignmenet

Project Name: (e.g., Stayton Water System Improvements)

### Opportunity/Problem

Briefly describe the opportunity or problem facing the applicant:

Business Oregon has been working with the City of Woodburn on a business development opportunity to attract Amazon's new Fulfillment Center to Woodburn's I-5 Logistics Center. Amazon's new Fulfillment Center (code named "Project Basie") will provide more than 1,000 new year-round, stable jobs with a full benefits package (dental, medical, vision, 401k, etc.). These jobs will provide workers in the region the opportunity to earn reliable income and build the work experience necessary for future career endeavors.

Woodburn is a diverse, growing, rural community of 26,000 that has struggled to create new employment opportunities. The largest employment sector in the region is agriculture, which provides seasonal employment at low wages. Woodburn's poverty rate of 18% is significantly higher than the state average of 11%. Woodburn is far more racially and ethnically diverse than Oregon as a whole, and we expect that this project should result in increased employment opportunities for immigrants and people of color. Amazon has committed to significant public benefit and equity actions, including its "career choice" program that pays up to \$6,000 per year of employees' educational expenses with no obligation to remain at Amazon.

Amazon will forego Enterprise Zone tax benefits on its proposed 3.8 million square foot facility even though this site was within the Woodburn Enterprise Zone when Amazon chose it. This will result in significant, sustained property tax revenue increases for Marion County and the city of Woodburn, which the city intends to use to strengthen city government and improve service delivery in this diverse city.

The I-5 Logistics Center and Amazon's proposed development are located along Butteville Road and OR 214. This location has a failing intersection at Butteville and OR-219 and due to the sheer size of this proposed development, expanding the capacity of nearby OR-219 and the re-alignment of Butteville Road is an essential improvement for transportation flow and business access for this project.

## **Response to Opportunity/Problem**

Briefly describe the major alternatives considered to address this opportunity or problem:

The Woodburn I-5 Logistics Center is 108 acres of vacant greenfield land designated for industrial development and ideal for transportation, warehousing, and logistics. The City of Woodburn has made significant investment in preparing this area for development, including extension of a 12" water line and a 15" sewer line to the Amazon site. Amazon intends to develop a 3.8 million square foot, \$400 million distribution and fulfillment center. Grading preparatory to construction began in July 2021 with a goal of being operational by Q2 2023. Amazon states that this project will bring 1,000 to 1,800 jobs with starting wages of \$17 per hour plus a benefits package valued at approximately 20%.

The OR-219 and Butteville Road intersection is problematic at current traffic levels. Four injury crashes have occurred at this intersection in recent years. Development contractor Kittleson and Associates prepared a Traffic Impact Analysis estimating an additional 3,628 vehicles will pass through the intersection daily due to the new project, representing a 38% increase over the baseline of 9,600 vehicles/day.

Project Amazon will operate its new facility 24 hours/day, significantly increasing both truck and passenger car volume. Amazon expects to operate two shifts of up to 937 people, meaning that much of the new traffic volume will consist of employees arriving and departing. Amazon has committed to implementing various Transportation Demand Management measures, including close coordination with Woodburn Premium Outlets (one of Oregon's top tourist destinations) during the Christmas shopping season. However, demand management alone will not solve the throughput problems at the intersection of OR-219 and Butteville Road. This intersection cannot support an Amazon site without significant improvement.

## **Detailed Project Description**

Clearly describe the proposed project work to be accomplished:

After consultation with the city, Marion County, and ODOT, Amazon has proposed transportation improvements to meet the near-term buildout company and the long-term growth projections of the larger study area, which include:

- Butteville Road realignment and roundabout intersection with OR 219, close the old Butteville Road connection with OR 219.
- Reconstruct and widen the southern segment of Butteville Road abutting the development site. Include a shoulder on the west side, six-foot bike lanes, and curb, landscape strip and a six-foot sidewalk on the east side.

Benefits of the proposed transportation improvements include:

- Improved vehicular and pedestrian safety at an already-problematic intersection.
- Sufficient traffic capacity for the development of this job-creating industrial project.
- Capacity to accommodate future traded-sector development and job creation opportunities.
- Preservation of wetlands along Butteville Road.



**Project Work Plan**

List project activity milestones with estimated start and completion dates. Identify estimated date of first cash draw:

Activity	Estimated Date	
	Start	Completion
Construction of Butteville Road Realignment	May 1, 2022	Oct 31, 2022

**Estimated First Draw Date:** Jun 30, 2022

### Project Budget

List individual project budget line items with requested budgeted amounts by IFA and non-IFA funding sources. Change budget column labels to identify the specific requested IFA funding sources. Non-IFA sources are those funds other than those requested from IFA.

**Please be aware that the award loan amount will be subject to a less than 1% issuance fee if the loan is included in the Oregon Bond Bank. Please contact Business Oregon for additional information.**

Budget Line Item (Adjust budget items to suit the project) <i>Below are general items most used</i>	IFA Funding		Non-IFA	Total
	Source 1	Source 2	Funds	
Engineering/Architecture	\$0	\$0	\$0	\$0
Construction	500,000		7,437,050	7,937,050
Construction Contingency				0
Land Acquisition				0
Legal				0
Construction Management				0
Other				0
Other (Specify)				0
Other (Specify)				0
Other (Specify)				0
<b>Totals</b>	<b>500,000</b>	<b>0</b>	<b>7,437,050</b>	<b>7,937,050</b>

### Details of Non-IFA Funds

Source of Non-IFA Funds	Amount	Status: C-Committed, A-Application S-Submitted, AI-Application Invited, PS-Potential Source	Dates Required Funds will be Committed and Available
Amazon	\$6,437,050	C	
ODOT IOF	1,000,000	P	1-Jan-22
<b>Totals</b>	<b>7,437,050</b>		

If "Non-IFA funds" include USDA Rural Development funding that will require interim financing, please indicate the source of the interim financing. N/A

### General Certification

I certify to the best of my knowledge all information, contained in this document and any attached supplements, is valid and accurate. I further certify that, to the best of my knowledge:

1. The application has been approved by the governing body or is otherwise being submitted using the governing body's lawful process, and
2. Signature authority is verified.

**Check one:**

- ☒ Yes, I am the highest elected official. (e.g., Mayor, Chair or President)
- ☐ No, I am not the highest elected official so I have attached documentation that verifies my authority to sign on behalf of the applicant. (Document such as charter, resolution, ordinance or governing body meeting minutes must be attached.)

**The department will only accept applications with proper signature authority documentation.**

Signature

Eric Swenson

Printed Name

Date

Mayor

Printed Title

### FOR BUSINESS OREGON USE ONLY

Concept Number

Intake Approval Date

**Project Type:**

☐ Planning

☐ Construction

☐ Other:

☐ Design

☐ Design & Construction