

COUNCIL MEETING MINUTES

JUNE 13, 2022

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JUNE 13, 2022

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
Councilor Swanson	Present
Councilor Puente	Absent
Councilor Cabrales	Absent

Staff Present: City Administrator Derickson, Assistant City Attorney Granum, Assistant City Administrator Row, Police Chief Pilcher, Public Works Director Stultz, Community Services Director Cuomo, Finance Director Turley, Community Development Director Kerr, Senior Management Analyst Sherman, Public Affairs and Communications Coordinator Moore, City Recorder Pierson

ANNOUNCEMENT

The City Council Meeting /Community BBQ is scheduled to take place on Tuesday, July 12, 2022, at 6:00 p.m. to coincide with Music in the Park.

APPOINTMENTS

Carney/Schaub... appoint Karen Linton to the Community Center Advisory Committee. The motion passed unanimously.

PROCLAMATION

National Night Out – Mayor Swenson proclaimed Tuesday, August 2, 2022 as " 2022 39th Annual National Night Out" in the City of Woodburn.

PRESENTATION

Dr. Antonio German, Clinical Medical Director at Salud Medical and Pacific Pediatrics, provided a presentation on Oregon health insurance coverage and asked Council to consider City support for advancement of access to healthcare in the state.

CONSENT AGENDA

- A. Woodburn City Council minutes of May 23, 2022,
- B. Building Activity for May 2022.

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

PUBLIC HEARING

A Public Hearing to consider input on the Fiscal Year (FY) 2022-23 City Budget Adoption. Mayor Swenson declared the hearing open at 7:36 p.m. for the purpose of hearing public input on the Fiscal Year (FY) 2022-23 City Budget Adoption. City Administrator Derickson provided a staff report. No members of the public wished to speak in either support or opposition of the Fiscal Year (FY) 2022-23 City Budget Adoption. Mayor Swenson closed the hearing at 7:39 p.m.

A Public Hearing to consider input on the Fiscal Year 2022-23 possible uses and distributions of

COUNCIL MEETING MINUTES

JUNE 13, 2022

State Revenue Sharing funds. Mayor Swenson declared the hearing open at 7:39 p.m. for the purpose of hearing public input on the Fiscal Year 2022-23 possible uses and distributions of State Revenue Sharing funds. City Administrator Derickson provided a staff report. No members of the public wished to speak in either support or opposition of the Fiscal Year 2022-23 possible uses and distributions of State Revenue Sharing funds. Mayor Swenson closed the hearing at 7:40 p.m.

COUNCIL BILL NO. 3186 – AN ORDINANCE AMENDING THE WOODBURN DEVELOPMENT ORDINANCE (WDO) AND WOODBURN COMPREHENSIVE PLAN RELATING TO “MIDDLE HOUSING” (LA 21-02) AND DECLARING AN EMERGENCY

Carney introduced Council Bill No. 3186. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. Community Development Director Kerr provided a staff report. Councilor Swanson stated that she is opposed to this but appreciates all the work staff did on this. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3186 duly passed.

COUNCIL BILL NO. 3187 – A RESOLUTION ADOPTING THE FISCAL YEAR (FY) 2022-23 BUDGET; MAKING BUDGET APPROPRIATIONS; AND CATEGORIZING TAXES

Carney introduced Council Bill No. 3187. City Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3187 duly passed.

COUNCIL BILL NO. 3188 – A RESOLUTION DECLARING THE CITY OF WOODBURN’S ELIGIBILITY AND ELECTION TO RECEIVE STATE REVENUE SHARING

Carney introduced Council Bill No. 3188. City Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3188 duly passed.

AWARD A CONTRACT TO NELSON\NYGAARD FOR PREPARATION OF A TRANSIT DEVELOPMENT PLAN

Assistant City Administrator Row provided a staff report. Carney/Cornwell... award a Personal Services Contract to Nelson\Nygaard to provide professional services for the preparation of a Transit Development Plan (TDP) and authorize the City Administrator to sign the Agreement. The motion passed unanimously.

AWARD A CONTRACT TO VERRA MOBILITY TO PROVIDE PHOTO ENFORCEMENT SYSTEMS & RELATED SERVICES

Police Chief Pilcher provided a staff report. Carney/Swanson... award a contract to Verra Mobility to provide photo enforcement systems and related services to the City of Woodburn and authorize the City Administrator to sign the Agreement. The motion passed unanimously.

AWARD A SOLE SOURCE CONTRACT TO AXON ENTERPRISE INC.

Police Chief Pilcher provided a staff report. Carney/Schaub... award a sole source contract to Axon Enterprise, Inc. for the purchase of the Company’s Core+ Plan bundled with Axon Air and Axon VR Controller Kit services and authorize the City Administrator to sign the Agreement. The motion passed unanimously.

COUNCIL MEETING MINUTES

JUNE 13, 2022

CITY ADMINISTRATOR'S REPORT

The City Administrator reported the following:

- Officer Ponce has returned to work on light duty at the police department.
- Thanked staff who worked on the Taste of Woodburn over the weekend.
- An RFP is going out for the police department's response team, which will be a tool to help the department respond to homelessness issues in the community so they have non-profit resources available to respond to nonviolent situations.
- Community BBQ/Council meeting taking place in July

MAYOR AND COUNCIL REPORTS

Mayor Swenson noted that he was pleased with how the Taste of Woodburn went and the next big event is the July 4th celebration at Centennial Park.

ADJOURNMENT

Swanson/Schaub...move to adjourn. The motion passed unanimously. Mayor Swenson adjourned the meeting at 8:05 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

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

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES

2022 Year to Date

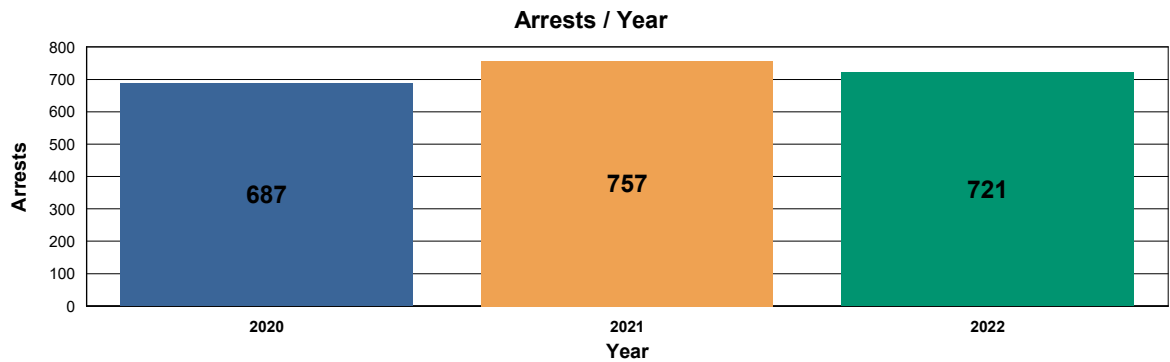
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Total
AGGRAVATED ASSAULT	5	0	0	10	2	17
ANIMAL ORDINANCES	2	9	2	7	4	24
ASSAULT SIMPLE	8	7	8	11	12	46
ATTEMPTED MURDER	0	0	0	0	2	2
BURGLARY - BUSINESS	2	2	0	0	0	4
BURGLARY - RESIDENCE	2	1	0	0	0	3
CHILD NEGLECT	0	0	1	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	3	6	1	1	2	13
CURFEW	0	1	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	12
DISORDERLY CONDUCT	5	2	1	3	4	15
DRIVING UNDER INFLUENCE	6	8	7	11	9	41
DRUG LAW VIOLATIONS	2	0	3	3	1	9
DWS/REVOKED-MISDEMEANOR	4	2	2	1	1	10
ELUDE	1	2	0	2	0	5
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	1
FORCIBLE RAPE	0	0	0	2	0	2
FORGERY/COUNTERFEITING	1	0	0	0	0	1
FRAUD - BY DECEPTION/FALSE PRETENSES	0	1	5	0	0	6
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0	3	1	4
FRAUD - OF SERVICES/FALSE PRETENSES	0	2	0	0	0	2
FUGITIVE ARREST FOR ANOTHER AGENCY	43	38	37	29	30	177
HIT AND RUN-MISDEMEANOR	1	3	5	2	2	13
IDENTITY THEFT	1	0	0	0	0	1
INTIMIDATION /OTHER CRIMINAL THREAT	8	7	6	3	2	26
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	0	2
MINOR IN POSSESSION	1	1	0	0	1	3
MISCELLANEOUS	0	0	4	0	0	4
MOTOR VEHICLE THEFT	3	2	3	1	6	15
OTHER	2	0	1	6	2	11
PROPERTY RECOVER FOR OTHER AGENCY	2	0	0	0	0	2
PROVIDE FALSE INFORMATION TO LAW ENFORCEMENT	1	0	0	2	0	3
RECKLESS DRIVING	2	3	5	4	3	17
RECKLESSLY ENDANGERING	2	0	1	0	3	6
RESTRAINING ORDER VIOLATION	2	1	1	2	2	8
ROBBERY - BUSINESS	1	1	0	0	0	2
ROBBERY - CAR JACKING	0	1	0	0	0	1
ROBBERY - OTHER	1	0	0	0	0	1
ROBBERY - RESIDENCE	1	0	0	0	0	1
RUNAWAY	1	0	0	0	1	2
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	0	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	0	0	2	1	0	3
SEX CRIME - NON-FORCE RAPE	1	0	0	1	0	2
SEX CRIME - OTHER	0	1	0	0	0	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	1	0	0	1
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	0	4	0	0	5
THEFT - BUILDING	2	1	1	0	2	6
THEFT - FROM MOTOR VEHICLE	1	0	0	0	0	1
THEFT - OTHER	4	0	3	2	0	9
THEFT - PICKPOCKET	0	0	0	0	1	1
THEFT - SHOPLIFT	13	2	3	5	9	32
TRAFFIC VIOLATIONS	1	2	0	0	0	3
TRESPASS	3	45	3	2	4	57

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES 2022 Year to Date

	Jan	Feb	Mar	Apr	May	Total
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	2	0	1	0	0	3
VANDALISM	2	38	4	1	2	47
WEAPON - CARRY CONCEALED	1	0	0	0	0	1
WEAPON - EX FELON IN POSSESSION	2	2	1	1	0	6
WEAPON - OTHER	0	0	1	0	0	1
WEAPON - POSSESS ILLEGAL	7	3	3	5	6	24
WEAPON - SHOOTING IN PROHIBITED AREA	2	0	0	0	0	2

	Jan	Feb	Mar	Apr	May	Total
2022 Total	158	200	124	124	115	721
2021 Total	173	97	81	272	134	757
2020 Total	161	139	105	133	149	687



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES 2022 Year to Date

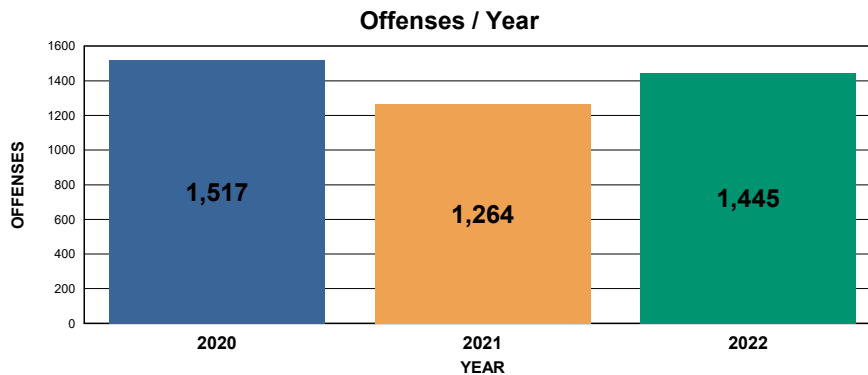
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Total
AGGRAVATED ASSAULT	5	0	3	5	4	17
ANIMAL ORDINANCES	2	5	3	6	4	20
ARSON	0	0	0	1	0	1
ASSAULT SIMPLE	17	11	12	13	24	77
ATTEMPTED MURDER	0	0	0	0	1	1
BURGLARY - BUSINESS	4	1	0	1	1	7
BURGLARY - OTHER STRUCTURE	1	0	0	1	0	2
BURGLARY - RESIDENCE	3	2	0	0	0	5
CHILD NEGLECT	0	0	1	0	0	1
CRIME DAMAGE-NO VANDALISM OR ARSON	18	9	6	15	4	52
CRIMINAL MISTREATMENT	0	0	1	0	0	1
CURFEW	0	1	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	12
DISORDERLY CONDUCT	4	3	2	3	7	19
DRIVING UNDER INFLUENCE	6	8	7	11	9	41
DRUG LAW VIOLATIONS	2	0	2	3	1	8
DWS/REVOKED - FELONY	0	0	0	1	0	1
DWS/REVOKED-MISDEMEANOR	4	2	2	2	1	11
ELUDE	6	1	1	4	2	14
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	1
FORCIBLE RAPE	2	0	4	2	3	11
FORGERY/COUNTERFEITING	2	2	2	1	5	12
FRAUD - BY DECEPTION/FALSE PRETENSES	2	4	8	9	3	26
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	2	0	4	4	13
FRAUD - IMPERSONATION	0	1	2	1	2	6
FRAUD - OF SERVICES/FALSE PRETENSES	1	2	0	0	0	3
FRAUD - WIRE	0	0	0	0	1	1
FRAUD-OTHER	0	0	0	1	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	25	22	28	18	19	112
GARBAGE LITTERING	0	0	1	0	0	1
HIT AND RUN FELONY	1	0	1	1	2	5
HIT AND RUN-MISDEMEANOR	23	21	27	15	14	100
IDENTITY THEFT	3	3	2	4	2	14
INTIMIDATION /OTHER CRIMINAL THREAT	5	6	6	1	10	28
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	2	4
MINOR IN POSSESSION	1	1	0	0	0	2
MISCELLANEOUS	13	20	16	21	8	78
MOTOR VEHICLE THEFT	22	19	9	22	17	89
NON CRIMINAL DOMESTIC DISTURBANCE	0	0	0	0	1	1
OTHER	3	1	3	5	4	16
PROPERTY - FOUND LOST MISLAID	3	3	1	2	0	9
PROPERTY RECOVER FOR OTHER AGENCY	1	0	1	1	0	3
PROSTITUTION - ENGAGE IN	0	1	0	0	0	1
PROSTITUTION - PROMOTE	0	1	0	0	0	1
RECKLESS DRIVING	3	3	7	6	3	22
RESTRAINING ORDER VIOLATION	3	2	1	2	3	11
ROBBERY - BUSINESS	3	1	0	2	1	7
ROBBERY - CAR JACKING	0	1	0	0	0	1
ROBBERY - OTHER	2	0	0	0	0	2
ROBBERY - RESIDENCE	1	0	0	0	0	1
RUNAWAY	3	0	1	1	2	7
SEX CRIME - MOLEST (PHYSICAL)	0	0	5	2	2	9
SEX CRIME - NON-FORCE RAPE	4	1	0	0	0	5
SEX CRIME - OTHER	0	1	0	0	0	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	0	0	1	1
STALKER	0	0	0	1	2	3

Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2022 Year to Date

	Jan	Feb	Mar	Apr	May	Total
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	0	1	0	1	2
THEFT - BICYCLE	2	0	0	1	2	5
THEFT - BUILDING	2	1	2	1	4	10
THEFT - FROM MOTOR VEHICLE	31	15	17	12	14	89
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	0	2	1	3	2	8
THEFT - OTHER	10	12	8	8	7	45
THEFT - PICKPOCKET	0	1	0	0	1	2
THEFT - PURSE SNATCH	3	0	0	0	1	4
THEFT - SHOPLIFT	35	26	54	28	28	171
TRAFFIC VIOLATIONS	2	2	4	0	2	10
TRESPASS	5	15	2	4	3	29
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	7	1	0	1	2	11
VANDALISM	12	23	17	20	28	100
VEHICLE RECOVERD FOR OTHER AGENCY	4	3	0	2	1	10
WEAPON - CARRY CONCEALED	1	0	0	0	1	2
WEAPON - EX FELON IN POSSESSION	2	2	1	1	1	7
WEAPON - OTHER	0	0	1	0	0	1
WEAPON - POSSESS ILLEGAL	8	3	4	4	7	26
WEAPON - SHOOTING IN PROHIBITED AREA	6	2	2	1	2	13
	Jan	Feb	Mar	Apr	May	Total
2022 Total	333	275	283	277	277	1,445
2021 Total	259	213	257	262	273	1,264
2020 Total	307	322	249	278	361	1,517



Woodburn Police Department

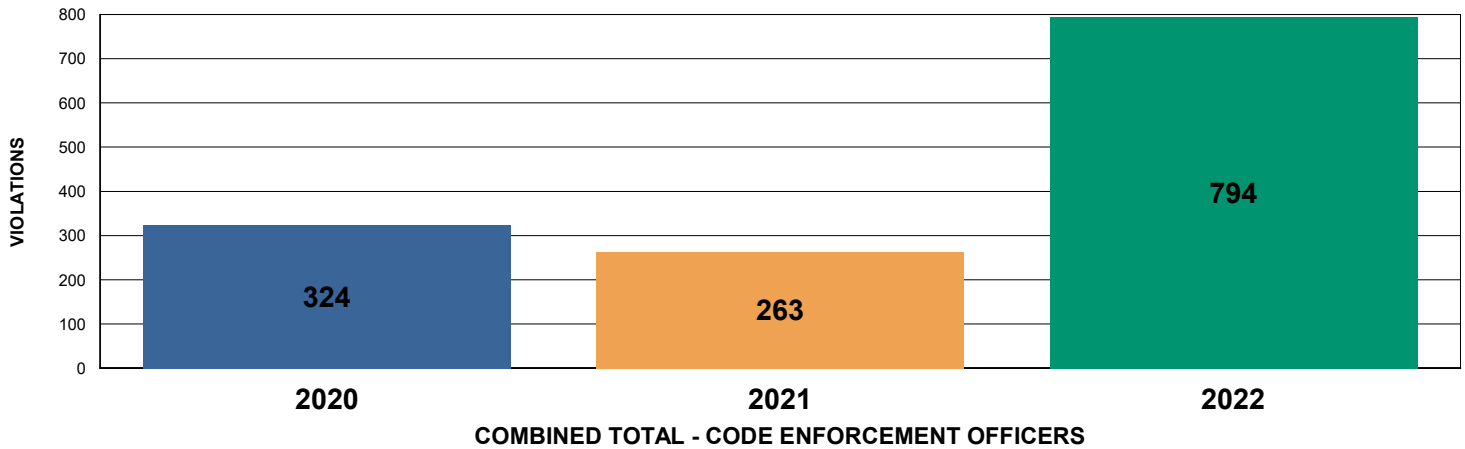
ORDINANCE VIOLATIONS

2022 Year to Date

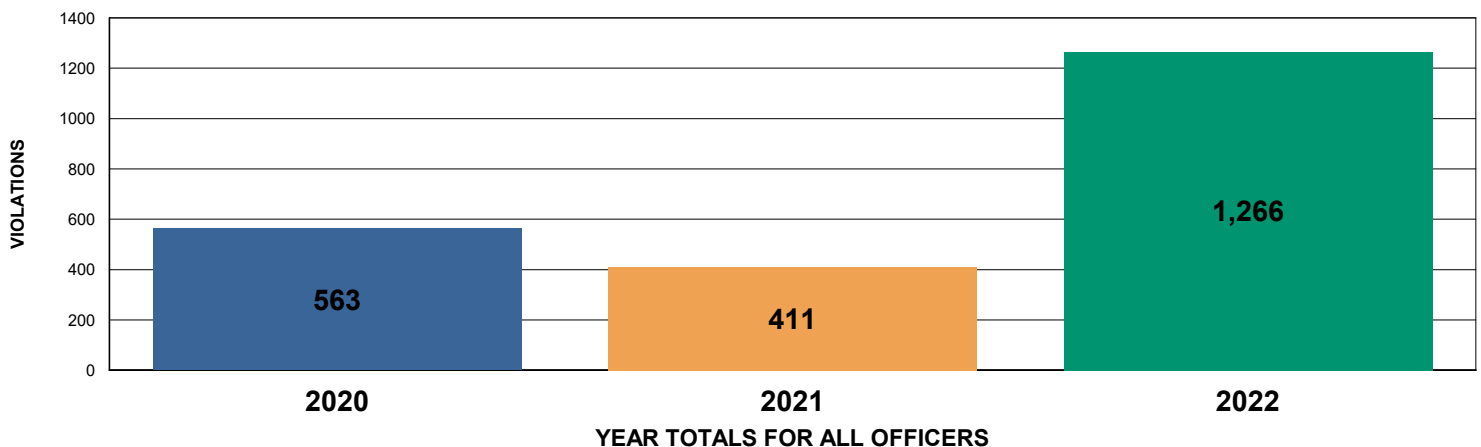
6/15/2022

Ordinance Discription	Jan	Feb	Mar	Apr	May	Total
Animal Complaint	39	53	53	67	48	260
Ordinance - Abate/Nuisances	2	5	11	6	3	27
Ordinance - Abandoned Vehicles	38	34	59	36	31	198
Ordinance - Abate Graffiti	13	48	18	38	14	131
Ordinance - Land Use Violations	1	0	0	0	0	1
Ordinance - Oth Violation	135	58	110	58	45	406
Ordinance - Tall Grass	1	0	0	1	241	243
2022 Total	229	198	251	206	382	1,266
2021 Total	51	66	83	96	115	411
2020 Total	109	121	97	80	156	563

Ordinance Violations / Code Enforcement Officers



Ordinance Violations / Year





Agenda Item

June 27, 2022

TO: Honorable Mayor and City Council through City Administrator
FROM: Jim Row, Assistant City Administrator
SUBJECT: **EV Charging Stations Agreement**

RECOMMENDATION:

Authorize the City Administrator to sign Amendment No. 1 of the License Agreement with EV Charging Solutions (EVCS) for the installation and operation of Electric Vehicle (EV) Charging Stations at the Woodburn Memorial Transit Facility.

BACKGROUND:

Prior to the completion of the I-5 Interchange Project, the Woodburn Memorial Transit Facility was selected by the Oregon Department of Transportation (ODOT) through their West Coast Electric Highway Project as a location for installation of an electric vehicle fast charging station and a level II charging station.

In April 2014, the City Council authorized staff to contract with AeroVironment Inc for the installation and operation of the EV charging stations at the Transit Facility. The agreement had an initial term of five (5) years with up to three (3) successive five (5) year renewal periods. We are currently in the first five (5) year renewal period.

In June 2014, the License was transferred to Webasto Charging Systems and assigned and transferred again to EVCS (current Licensee) in June 2020. EVCS is ODOT's selected installer/ operator of EV charging stations installed through the West Coast Electric Highway program.

DISCUSSION:

Amendment No. 1 modifies the original agreement to:

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

1. Authorize EVCS to sublicense the installation/ operation of some or all of the charging stations (with City & ODOT consent) to another provider, which will allow for the inclusion of proprietary charging stations.
2. Increases the number of authorized charging stations from two (2) to twelve (12).
3. Increases the fee paid to the City to \$1,200 per calendar quarter with a 3% annual escalator. The license fee is contingent upon the installation of 12 charging stations. If the number of stations remains at two (2), the present compensation rate of \$.05/kWh will remain in effect.

The Woodburn Memorial Transit Facility is owned by ODOT, but in accordance with Cooperative Improvement Agreement No. 25169, is operated and maintained by the City. As is required by the agreement, ODOT has reviewed and approved this amendment.

FINANCIAL IMPACT:

This agreement is anticipated to increase the compensation the City receives from the charging stations up to \$1,200 per calendar quarter. This fee will escalate by 3% annually. The electrical power costs will be borne by the contractor.

License Agreement Amendment No. 1

This Amendment No. 1 is entered into by and between EV Charging Solutions, Inc., a California corporation, ("EVCS" or "Licensee") and the City of Woodburn ("Licensor"), for the purpose of amending their License Agreement ("Agreement") fully executed on June __, 2022, as set forth below. The license, originally executed by AeroVironment, Inc. (original Licensee) and the Licensor in June 2014, was assigned and transferred to Webasto Charging Systems, Inc. (succeeding Licensee) in 2018, and assigned and transferred again to EVCS (current Licensee) in June 2020.

The purpose of this Amendment is to include:

1. The right of Licensee to sublicense the Premises as that term is defined in the Agreement to a sublicensee ("SubLicensee") for the term of the Agreement and all extensions thereof;
2. An increase in the number of permitted charging stations and parking spaces; and
3. An update of the License Fee.

Accordingly, the Parties agree as follows:

1. The Parties agree to delete Section 3 – Use, in its entirety, and to replace Section 3 – Use as follows:

“3. Use. The Premises may be used by Licensee and any SubLicensee of Licensee’s choice, following notification to Licensor and ODOT and subject to prior written consent of Licensor, which will not be unreasonably withheld, for any lawful activity in connection with the provisions of electrical automobile charging services, including the maintenance and operation of related facilities. As a condition to its validity and enforceability, each sublicense agreement shall: (i) incorporate by reference the terms and conditions of this Agreement; (ii) be consistent with the terms and conditions and limitations of this Agreement; (iii) prohibit SubLicensee’s further sublicense of the rights delivered hereunder without Licensor’s prior written consent; and (iv) name Licensor as an intended third party beneficiary of the obligations of SubLicensee. Licensor agrees, at no expense to Licensor, to cooperate with Licensee and SubLicensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee’s and SubLicensee’s intended use of the Premises.

2. The Parties agree to delete Section 6 – Compensation, in its entirety, and to replace Section 6 –as follows:

6. License Fee. Within 30 days of the end of each calendar quarter during the Term, Licensee shall pay Licensor as license fee \$1,200 for the previous calendar quarter. The fee shall be increased annually by 3 percent. License fee shall be payable to Licensor at the following address: 270 Montgomery Street, Woodburn, OR 97071. Licensor shall be required to provide an accurate and executed W-9 Form to Licensee.

The License Fee is contingent on the installation and operation of four (4) EVCS EV chargers and eight (8) SubLicensee chargers for a total of twelve (12) chargers. Payment of the License Fee commences 90 days after completion of charger commissioning, which is expected mid-2022. If the number of EV chargers remains at two (2), the License Fee will revert to \$0.05/kWh of combined charger usage.

3. The Parties agree to delete Section 7 – Improvements, in its entirety, and to replace Section 7 – Improvements, as follows:

7. Improvements. Licensee and SubLicensee have the right to construct, maintain, install, repair, secure, replace, remove, and operate on the Premises electrical automobile charging services and facilities, including but not limited to one or more freestanding charging station(s), utility lines, electronic equipment, advertising displays and supporting equipment and structures therefor (“Licensee Facilities” and “SubLicensee Facilities”). In connection therewith, Licensee and SubLicensee have the right to do all work necessary to prepare, add, maintain and alter the Premises for Licensee’s and SubLicensee’s operations and to install utility lines connecting the Facilities to electrical services as needed. All of Licensee’s and SubLicensee’s construction and installation work shall be performed at Licensee’s and SubLicensee’s cost and expense and in a good and workmanlike manner. Title to the Licensee and SubLicensee Facilities and any equipment placed on the Premises by Licensee and SubLicensee shall be held by Licensee and SubLicensee or by their lenders or assigns and are not fixtures. Licensee and SubLicensee have the right to remove the Licensee and SubLicensee Facilities at their sole expense on or before the expiration or earlier termination of this Agreement, and Licensee and SubLicensee shall repair any damage to the Premises caused by such removal. Upon the expiration or earlier termination of this Agreement, Licensee and SubLicensee shall remove the Licensee and SubLicensee Facilities from the property.

4. Throughout the Agreement, the Parties agree to replace “AV” and replace “Licensee” with “Licensee and SubLicensee”.

5. The Parties agree to amend Exhibit A of the Agreement with the revised charger location drawing attached hereto, which may, among other things, increase the number of charging stations and parking spaces permitted by the Agreement.

6. Licensee’s notice address in Section 11 is amended as follows:

EV Charging Solutions, Inc.
Attn: Chief Operating Officer
11800 Clark Street
Arcadia, CA 91006

7. All other terms and conditions of the Agreement shall remain in full force and effect.

This Amendment, effective as of the date last written below, is executed by the persons signing below who warrant that they have the authority to sign on behalf of EVCS and Licensor.

In Witness whereof, the parties have read and understand this Amendment No. 1, and by their signatures below, agree to the terms.

LICENSOR

City of Woodburn

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

EV Charging Solutions, Inc.

By: _____

Name: _____

Title: _____

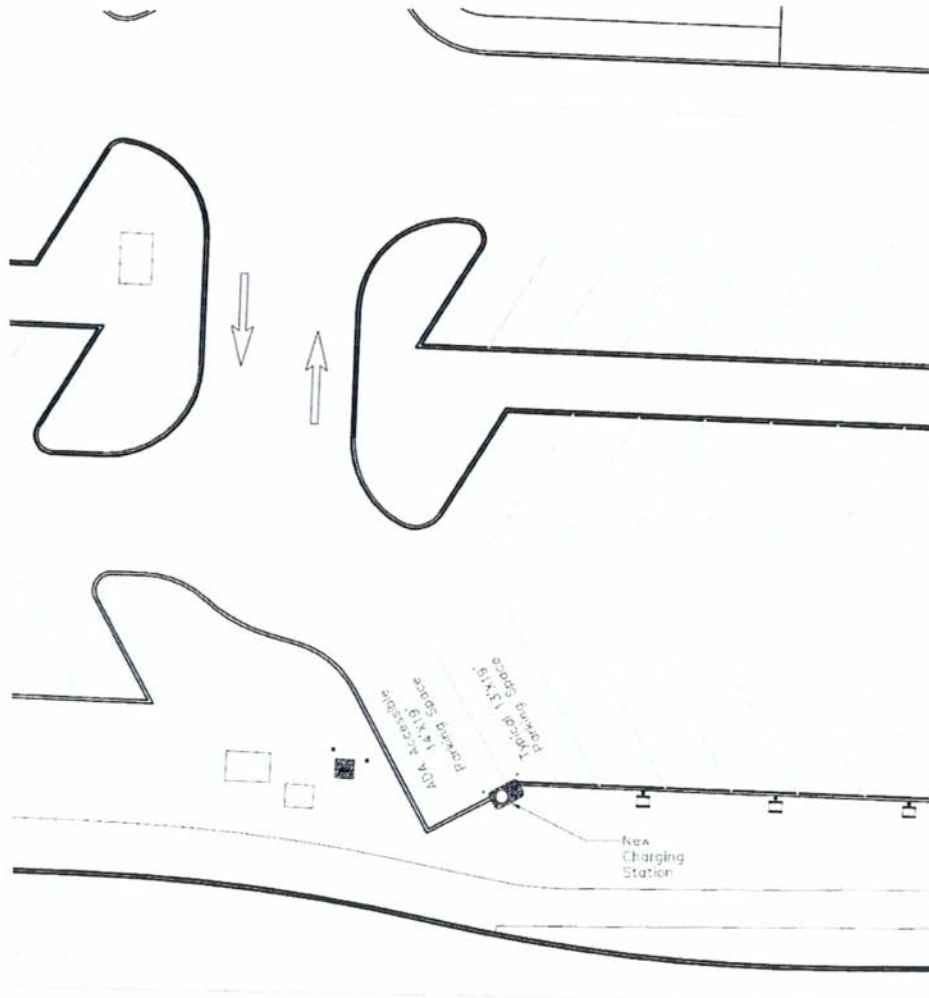
Date: _____

EXHIBIT A – Charger Location Revised Drawing

Original Charger Location Drawing

2895 Newberg Hwy, Woodburn, OR 97071

The Premises are described and/or depicted as follows:



Revised Charger Location Drawing

2895 Newberg Hwy, Woodburn, OR 97071



Description:

Original EV Charging Station. The original EV charging station was located at the south side of the property's parking lot and used two parking spaces.

Upgraded EV Charging Station. The upgraded EV Charging Station uses the twelve (12) parking spaces on the south side of the parking lot, starting with the original two chargers.



Agenda Item

June 27, 2022

TO: Honorable Mayor and City Council through City Administrator

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Dedication of a Utility Easement on Stacy Allison Way, Woodburn OR, 97071 to Portland General Electric Company (Tax Lot 052W12C002301)**

RECOMMENDATION:

Authorize the dedication of a utility easement to Portland General Electric Company for the real property owned by the City of Woodburn on Stacy Allison Way, Tax Lot 052W12C002301.

BACKGROUND:

Portland General Electric Company (PGE) requires this permanent easement to provide power to the upgraded pump station located at the subject site. PGE previously provided power to the site without an easement; however, with site upgrades under development they are now requiring an easement. The I-5 Pump Station and Force Main Upgrades Project, which is currently under construction, will provide wastewater collection services for those properties within the recently expanded urban growth boundary.

DISCUSSION:

This 10-foot wide PGE utility easement is located along the northern property boundary of the City owned lot (Tax Lot 052W12C002301), adjacent to the Wal-Mart on Stacy Allison Way. The dedication provides PGE a permanent easement and right-of-way to construct, maintain, repair, improve, and replace all necessary infrastructure for the purpose of transmission, distribution, and sale of electricity and communication.

FINANCIAL IMPACT:

There is no cost to the City or PGE for the dedication of this easement.

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

ATTACHMENTS

A Copy of the PGE Utility Easement is included as part of this agenda item.



After Recording Please Return To:
Portland General Electric Company
Attn: Property Services
121 SW Salmon Street, 1WTC1302
Portland, Oregon 97204-9951

Grantor's Mailing Address:
City of Woodburn
270 Montgomery St
Woodburn, OR 97071

(Space above this line for Recorder's use)

Grantor: **City of Woodburn**

Grantee: **Portland General Electric Company**

APN/APN2: 052W12C02301 / R345042

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CITY OF WOODBURN**, a municipal corporation of the State of Oregon ("**Grantor**") hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way (the "**Easement**") over, under, upon, through and across the real property situated in Marion County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement shall affect an easement area approximately Ten (10) feet in width, extending Five (5) feet on each side of a center line of Grantee's Systems (as defined herein) located as currently existing, constructed and/or to be constructed, extended or relocated on the Property, except to the extent of those portions of the Property, if any, occupied by existing building footings, foundations, aboveground improvements and/or subsurface structures on the effective date hereof (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary, including but not limited to, the right to provide, maintain, and protect quality habitat for aquatic, terrestrial, and avian wildlife, and the right of ingress to and egress from, along and upon said Easement

Area and over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

Existing Systems. In addition to the Easement granted hereby, Grantor hereby confirms and ratifies all of Grantee's Systems currently located on the Property and, to the extent not previously conveyed to Grantee, hereby grants and conveys to Grantee a nonexclusive, perpetual easement and right-of-way with respect to such currently located Systems upon the terms and conditions set forth herein.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with the use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

Liabilities. In no event shall either party be liable to the other party or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

Grantee's Use. Notwithstanding anything herein to the contrary, when performing repairs, maintenance or other construction activities Grantee agrees to use due care in any use of the Property and will make commercially reasonable efforts so as not to unreasonably disturb Grantor's use of its Property. With the exception of the addition of the Systems, Grantee agrees to return the Easement Area to its condition which existed prior to the installation of any of its improvements in the Easement Area, including but not limited to the replacement of any sod, landscaping, paving or other improvements that existed within the Easement Area prior to such installation or repair.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located.

EXHIBIT A
PROPERTY DESCRIPTION

PARCEL 2, PARTITION PLAT 2008-100, CITY
OF WOODBURN, MARION COUNTY, OREGON.



EXHIBIT "A"

PGE Easement - over City of Woodburn property

A tract of land lying in the Southwest One-Quarter of Section 12, Township 5 South, Range 2 West, of the Willamette Meridian, Marion County, Oregon, and being a portion of Parcel 2 of Partition Plat No. 2008-100, said tract being more particularly described as follows:

BEGINNING AT a point on the east line of said Parcel 2 of Partition Plat No. 2008-100 that bears South 06°59'35" East 29.92 feet from the northeast corner of said Parcel 2;

Thence North 44°33'01" West, 25.69 feet to an angle point;

Thence North 44°31'51" East, 1.50 feet to an angle point;

Thence North 45°30'46" West, 8.00 feet to an angle point;

Thence South 44°31'51" West, 8.00 feet to an angle point;

Thence South 45°30'46" East, 8.00 feet to an angle point;

Thence North 44°31'51" East, 1.50 feet to an angle point;

Thence South 44°33'01" East, 32.11 feet to the east line of said Parcel 2;

Thence North 06°59'35" West, along said east line, 8.20 feet to the **POINT OF BEGINNING**.

The parcel of land to which this description applies contains 208.50 square feet, more or less.



RENEWAL DATE: 6-30-21

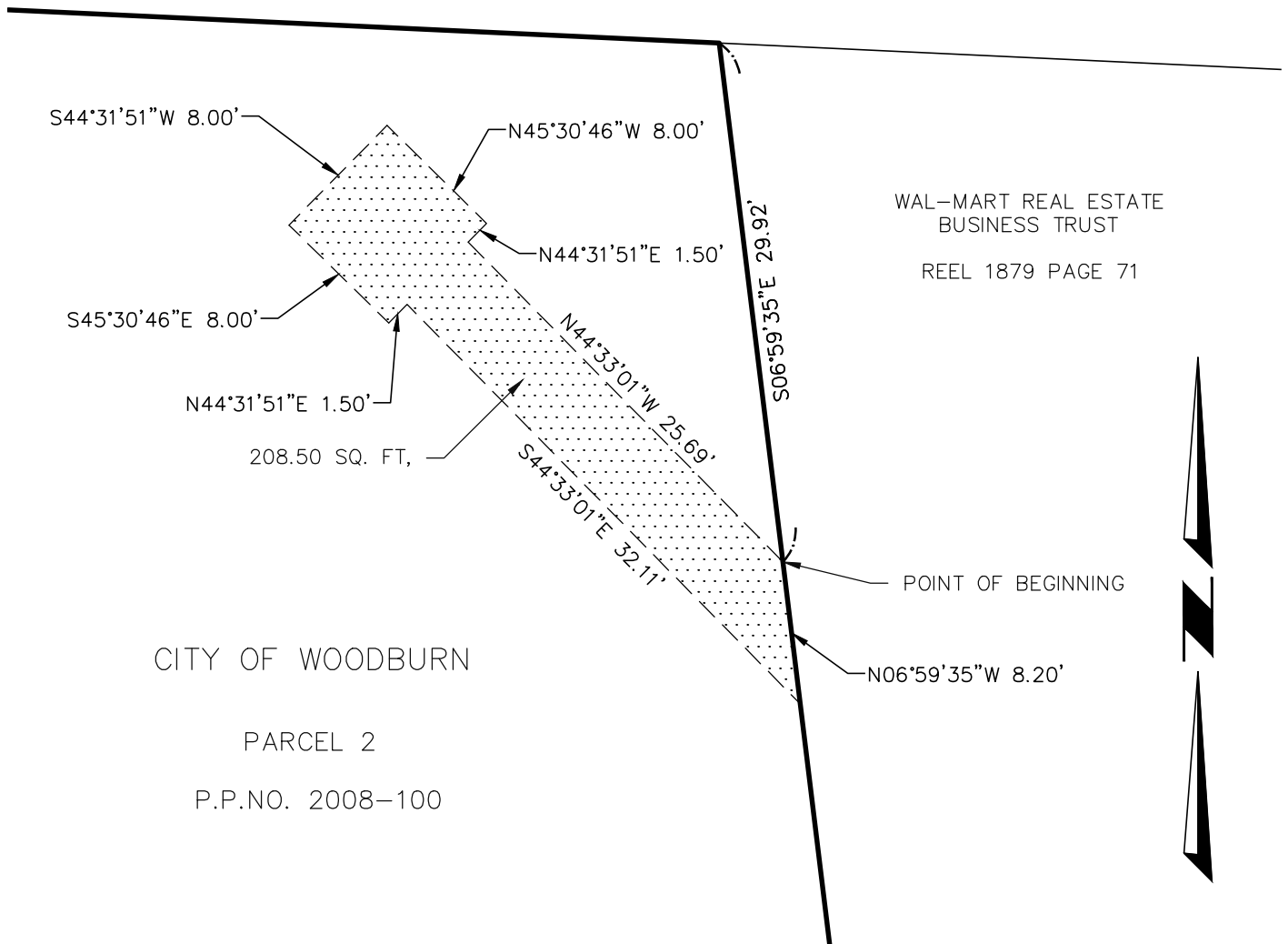
EXHIBIT MAP

PGE EASEMENT

LOCATED IN SEC. 12, T. 5 S., R. 2 W., WM
CITY OF WOODBURN, MARION COUNTY, OR

PARCEL 1

P.P.NO. 1992-17



DRAWN BY: TLG

SCALE: 1"=10'

4/26/2022

CHECKED BY: TLG

JOB NO.: 71431-002

SHEET 1 OF 1



Agenda Item

June 27, 2022

TO: Honorable Mayor and City Council through City Administrator
FROM: Tony Turley, Finance Director
SUBJECT: **FY 2021-22 Transfer of Appropriations Request within Water Fund**

RECOMMENDATION:

Adopt the resolution authorizing up to \$250,000 transfer from the Water Fund's Contingency to Materials & Services.

BACKGROUND:

Every year, after Council budget adoption, circumstances arise that were either unforeseen, unquantifiable, or discovered as errors. Oregon Budget Law, ORS 294.471(1) provides for changes to adopted budgets through a transfer resolution or supplemental budget process that notices the proposed changes. Transfers not in excess of 15 percent of any fund's total expenditures may be made through a resolution without adoption of a supplemental budget. The proposed transfer of Water Fund appropriations is less than 4 percent of the Fund's total budgeted expenditures.

DISCUSSION:

Water Fund (470): Contingency \$250,000

Authority is requested to move \$250,000 from Contingency to the Materials & Services category.

Water Fund (470): Materials & Services \$250,000

The increase represents additional funds needed for higher than anticipated Materials & Services costs including chemicals, electricity, licensing fees, and professional services associated with the EPA-required Risk & Resiliency Plan. Additionally, an unprecedented growth in residential and industrial development has significantly increased water supply expenditures this year. Due to supply chain disruptions, additional meters were purchased to ensure the City can supply development in the coming year.

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

FINANCIAL IMPACT:

If the resolution is approved, \$250,000 will be transferred from the Water Fund's Contingency to Materials & Services category. This transfer will not change the Fund's total budgeted expenditures.

<u>WATER FUND (470)</u>	<u>Amended Budget Appropriation</u>	<u>Transfers In (Out)</u>	<u>Revised Appropriation</u>
<u>Expenditures</u>			
Personnel Services	\$ 1,694,975	-	1,694,975
Materials & Services	1,096,890	250,000	1,346,890
Debt Service	1,228,600	-	1,228,600
Transfers Out	453,080	-	453,080
Contingencies & Reserve	2,078,855	(250,000)	1,828,855
Expenditures Total	6,552,400		6,552,400

COUNCIL BILL NO. 3189

RESOLUTION NO. 2193

A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE WATER FUND FOR THE FISCAL YEAR 2021-2022.

WHEREAS, on June 14, 2021, the Woodburn City Council approved a Resolution adopting a budget for the fiscal year 2021-2022, wherein funds were appropriated; and

WHEREAS, ORS 294.463 provides that transfers of appropriations may be made within a given fund when authorized by Resolution of the City Council; and

WHEREAS, the City routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of budget adoption; and

WHEREAS, Transfers may be made from an operating contingency appropriation to the appropriation category from which it will be expended; and

WHEREAS, Contingency transfers that in aggregate during a fiscal year do not exceed fifteen percent (15%) of the total appropriations of the fund contained in the original budget may be made through a resolution without adoption of a supplemental budget; and

WHEREAS, Changes to previously budgeted appropriations in the Water Fund are needed for higher than anticipated Materials & Service costs including chemicals, electricity, licensing fees, and professional services associated with the EPA-required Risk & Resiliency Plan. Additionally, an unprecedented growth in residential and industrial development has significantly increased water supply expenditures this year. Due to supply chain disruptions, additional meters were purchased to ensure the City can supply development in the coming year. **NOW THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Transfer of Appropriations. The following Transfer of Appropriations within the Water Fund for the 2021-2022 fiscal year is hereby approved:

<u>WATER FUND (470)</u>	<u>Amended Budget Appropriation</u>	<u>Transfers In (Out)</u>	<u>Revised Appropriation</u>
<u>Expenditures</u>			
Personnel Services	\$ 1,694,975	-	1,694,975
Materials & Services	1,096,890	250,000	1,346,890
Debt Service	1,228,600	-	1,228,600
Transfers Out	453,080	-	453,080
Contingencies & Reserve	2,078,855	(250,000)	1,828,855
Expenditures Total	6,552,400		6,552,400

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, Mayor

Passed by the Council _____

Submitted to the Mayor _____

Approved by the Mayor _____

Filed in the Office of the Recorder _____

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

June 27, 2022

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

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Award of Construction Contract for the New Production Well for the Parr Road Treatment Plant Project**

RECOMMENDATION:

Award the construction contract for the New Production Well for the Parr Road Treatment Plant Project to the lowest responsible and responsive bidder, R.L. Reimers Co., in the amount of \$2,579,613.50.

BACKGROUND:

This project is included in the approved FY 21/22 budget and includes the well pump procurement and installation, as well as the necessary civil site work to connect the new well to the Parr Road Water Treatment Plant.

Bids were publicly opened June 8, 2022. Two (2) responsible and responsive bids were received, and the results are as follows:

HP Civil, Inc.	\$2,690,822.20
R.L. Reimers Company	\$2,579,613.50

The Engineer's Estimate for the project was:	\$3,069,000.00
--	----------------

The recommended award is approximately 16% lower than the Engineer's Estimate

DISCUSSION:

The work to be completed under this construction contract is the second of two construction phases of the overall capital improvement project- the Parr Road Municipal Water Supply Well Project. Completed in the spring of 2021, the first phase included well drilling and well casing installation activities.

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

This second phase includes the construction of a well house, pump installation, raw waterline piping, water distribution piping, stormwater improvements, site security, and standby power. Upon completion of the second phase, the new well will provide an additional water source for the Parr Road Water Treatment Plant.

The new water supply will provide much needed future water capacity to the Citizens of Woodburn as development expands throughout the City. 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; therefore, staff is recommending the contract be awarded.

FINANCIAL IMPACT:

The subject project is identified in the adopted fiscal year 2021/22 Budget and funded from the Water Capital Construction Fund - 465.



Agenda Item

June 27, 2022

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

FROM: Kathleen McClaskey, Transit Manager

SUBJECT: **Award of Contract for Transit Vehicle Purchase**

RECOMMENDATION:

Authorize the City Administrator to purchase a Chrysler Voyager modified minivan from Creative Bus Sales for \$77,000 pursuant to the ODOT vehicle procurement program.

BACKGROUND:

Out-of-Town Medical Transportation (OTMT) trips have risen over the past year, coinciding with the rise of in-person medical appointments that were less frequent early in the pandemic. In consideration of an increased number of trips, the City's Transit Division identified a need to replace a fleet vehicle often used in the OTMT Program. The City's fifteen year-old Chevy Uplander is the oldest modified minivan in the City's Transit fleet and has 143,600 miles. Both factors exceed the Oregon Department of Transportation's (ODOT) useful life standard of four years or 100,000 miles. In recent years, this minivan has had costly repairs, contributing to its need for replacement.

DISCUSSION:

Staff completed an ODOT-approved vehicle procurement process for the minivan and it was determined that the Chrysler Voyager was the best vehicle for the Transit Division's OTMT needs. It is available from Creative Bus Sales. The current minivan has seating for 4 passengers, or 3 seated passengers and 1 ADA mobility station. The Chrysler Voyager has seating for 7 seated passengers and 2 ADA mobility stations, up to 15% more cabin space, a reinforced heavy-duty swing out ramp and latch, enhanced ADA lighting package, hard wearing TPO(thermoplastic polyolefin) front, and side and rear flares to absorb minor impacts. The Chrysler Voyager will have a useful life of at least 4 years, or 100,000 miles.

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

A new vehicle will support the City's existing paratransit services. Additional cabin space will make out-of-town trips more comfortable for passengers. A new vehicle will also contribute to reliable transportation services and help minimize repair costs.

FINANCIAL IMPACT:

The purchase price for the Chrysler Voyager will not exceed \$77,000. Vehicle expenditures will also include vehicle graphics estimated at \$3,500 or less. The City will use ODOT-administered Statewide Transportation Improvement Formula (STIF) funds and STIF Intercommunity discretionary funds (STIF IC) for the purchase.

Vehicle production and delivery currently have long lead times due, in part, to pandemic-related workforce and shipping issues. Because of this, delivery and payment will likely occur in the spring of 2023. This vehicle is included in the Transit Fund's FY 22-23 budget.

Attachments

- Creative Bus Sales' Response to Request for Transit Vehicle Price Quote (RFQ)
- Chrysler Voyager Minivan Floor Plan

REQUEST FOR TRANSIT VEHICLE PRICE QUOTE (RFQ)

This is (check appropriate):

☐ Initial Request for Quote (from Requesting Agency to Vendors)

Due Date: 3/25/2022

☒ Response to RFQ (from Responding Vendor back to Requesting Agency)

☒ Grant Funded Purchase Grant Agreement Number: STIF 35053 and STIF Formula

VENDOR (Business Name): Creative Bus Sales

Vendor Contact Person: Ken Jarmer Phone: 503.936.4320

Email Address: kenj@creativebussales.com Alt Phone: 425.609.1500 x314

☒ Meets Buy America Standards (49 USC § 5323(j); 49 CFR part 661)

REQUESTING AGENCY INFORMATION

Agency: Woodburn Transit

Date: March 3, 2022

Contact Person: Kathleen McClaskey

Phone: (503) 982-5245

Email: Kathleen.McClaskey@ci.woodburn.or.us

Fax: (503) 981-7206

Agency Address: 270 Montgomery St. Woodburn, OR 97071

Kimberly Stanchfield from Knowledge In Mobility will be assisting with this purchase process. Send all questions, correspondence, RFQ submittals to both Kimberly at Kimberly@KnowledgeInMobility.com and Kathleen McClaskey as listed above.

The above Agency, through its Public Transit program or public transit affiliate, is requesting price quotes from Oregon State Price Agreement Contract Vendors for the purchase of the following vehicle(s):

From: Oregon State Price Agreement

No. of Vehicles Required: 2

PTD Vehicle Category (Check): (Please see *PTD Vehicle Descriptions and Useful Life Standards*)

☐ Cat A ☐ Cat B ☐ Cat C ☐ Cat D ☒ Cat E3 (select from 1 to 3)

Length (can be range) <20' Regular Seats: 3-5 ADA Stations/Tiedowns: 2

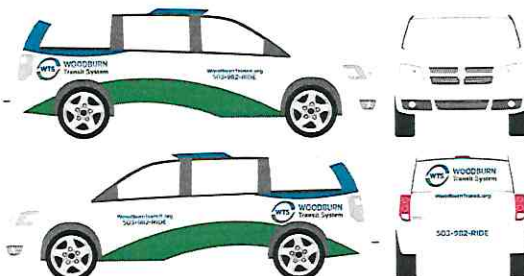
Fuel Type: ☒ Gasoline ☐ Diesel ☐ Bio-fuel ☐ Hybrid ☐ CNG ☐ Propane ☐ Electric


☐ High Floor ☒ Low Floor Other Comment: _____

The general specification for vehicle is as follows:

A. VENDOR'S VEHICLE BASE PRICE INFORMATION		VEHICLE BASE PRICE	
<i>This Section to be completed by Vendor</i>		<i>Enter base price from State Price Agreement below</i>	
Vehicle Make/Model: Braun Voyager LX – Side Entry			
Length: Approximately 17'		\$53,781	
Fuel Type: Gasoline			
Floor: <input type="checkbox"/> High Floor <input checked="" type="checkbox"/> Low Floor Other:			
No. of Regular Passenger Seats: 5 + Driver			
No. of ADA Stations w/Tiedowns Desired: 2			
Other Special Note:			
B. VEHICLE REQUIRED SPECIFICATIONS			
<i>Requesting Agency completes Description column</i> <i>Vendor completes "Vendor Response" columns</i>		VENDOR RESPONSE	
<i>Requesting Agency's Required Specifications Description</i>		<i>Vendor Suggestions (related to vehicle specs)</i>	
1. Altoona Test Executive Summary		Provided.	
2. At the end of the RFQ are 3 required certification attachments. Theses must be returned with the RFQ response. Failure to include will render your response non-responsive.		Attached.	
3. All standard specs per State Price Agreement. Include a list of vendor provided standard specs with RFQ response including all chassis specs.		Chassis specs attached. Braun Side Entry Manual Foldout Ramp conversion includes: Full Size Spare Tire, Key Fob, Key Blank, Front License Plate Bracket, Rear Mud Flaps, Vinyl Seat Covers, 2 nd Row 2 Pass. Foldaway Seat, 2 Belt Bags, 2 Sets of QRT Deluxe Tie Downs w/ Lap & Shoulder Belts,	

	2 OEM Seat Belt Ext., Q'Straint Lap Belt Ext. Safety Equipment Kit includes: 10 Unit First Aid Kit, 5# Fire Ext., Triangle Flare Kit, Body Fluid Clean Up Kit, Belt Cutter. 2-Way Radio Pre-Wire, Service Manual Conversion, USB Adaptor 12V, Decal – ADA Seating Notice, Decal – 2 Wheelchair Securement Location.
4. Side Entry Minivan with Power Ramp and Kneeling	SE Provided. Power Ramp and Kneeling have not yet been engineered on the Voyager chassis.
5. V-6 gasoline engine, 6-speed automatic transmission, or equivalent	Provided.
6. External color standard white	Provided.
7. Tires - radial, black sidewall, with full-size mounted spare	Provided. Full-Size spare mounter in rear hatch area.
8. Cruise control, tilt steering, power windows, power door locks	Provided.
9. Front & rear AC, defrost and heat	Provided.
10. Two (2) ADA forward facing wheelchair securement positions	Provided.
11. Two (2) sets of QRT Deluxe or equivalent wheelchair securements with mounted storage pouch or box	Provided.
12. Altro grey flooring, or equivalent	Provided.
13. ADA Wheelchair ramp on right side of vehicle that can be Power operated from the driver seat.	Manual ADA ramp provided. Power option not yet available on the Voyager chassis.
14. ADA Interlock	Provided.
15. Rear ambulatory 2 or more passenger bench seat with PPE vinyl	Provided.
16. FAK, Fire Ext, and BBP Kit mounted	Provided.
17. Triangle Reflector Kit – Secured to the floor	Provided.
18. Seat Belt Cutter – Mounted within reach of driver	Provided.

19. Back-up camera, screen in dash	Provided.
20. Pre-wire for 2 way radio – wires to terminate to right of doghouse	Provided.
21. Woodburn Transit graphics or wrap, agency approval prior to installing.	
22. Safety Vision (or equivalent) security camera system with 3 cameras. Include backup view monitor for the rear facing camera. Purchased & installed to match existing fleet	Safety Vision Provided.
23. Estimated delivery (mm/yr)	Approximately 180 days from receipt of PO.
Subtotal Cost of Required Options:	\$22,164
Total Vehicle Cost with All Required Options:	\$75,945
Estimated Vehicle Privilege Tax (if billing to agency) – NOTE: ADA Modifications are exempt from tax	\$352 Please note that if preferred options below are selected, the amount of the tax may increase due to increase in selling price.
Total Vehicle Cost with All Required Options and tax:	\$76,297
C. VEHICLE PREFERRED OPTIONS	
Requesting Agency's Preferred Options Description	Included in Base Price? YES / NO
1. Spare FOBS/ Keys	No \$130 each Price for each additional key FOB. 3 sets are included in base.
2. Additional Set of QRT MAX belts	No \$440

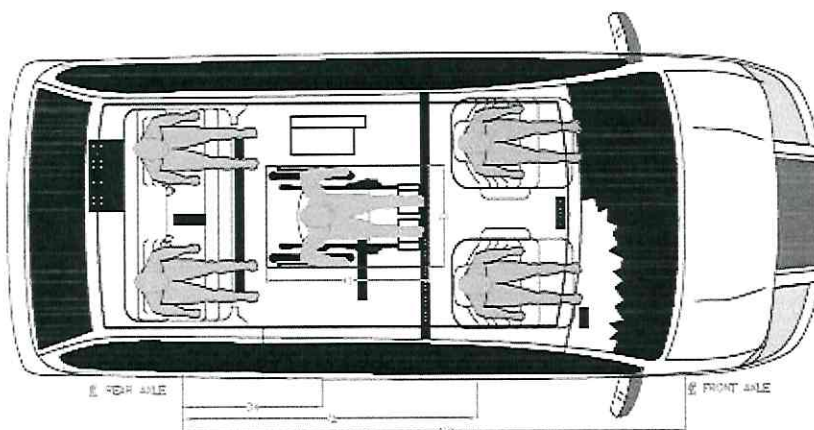
<p>3. COVID Barrier (provide photos of barrier being offered for consideration)</p> 	No	\$680	Textile barrier with clear poly window and zippered opening.
Subtotal Cost of Preferred Options:			\$1,250

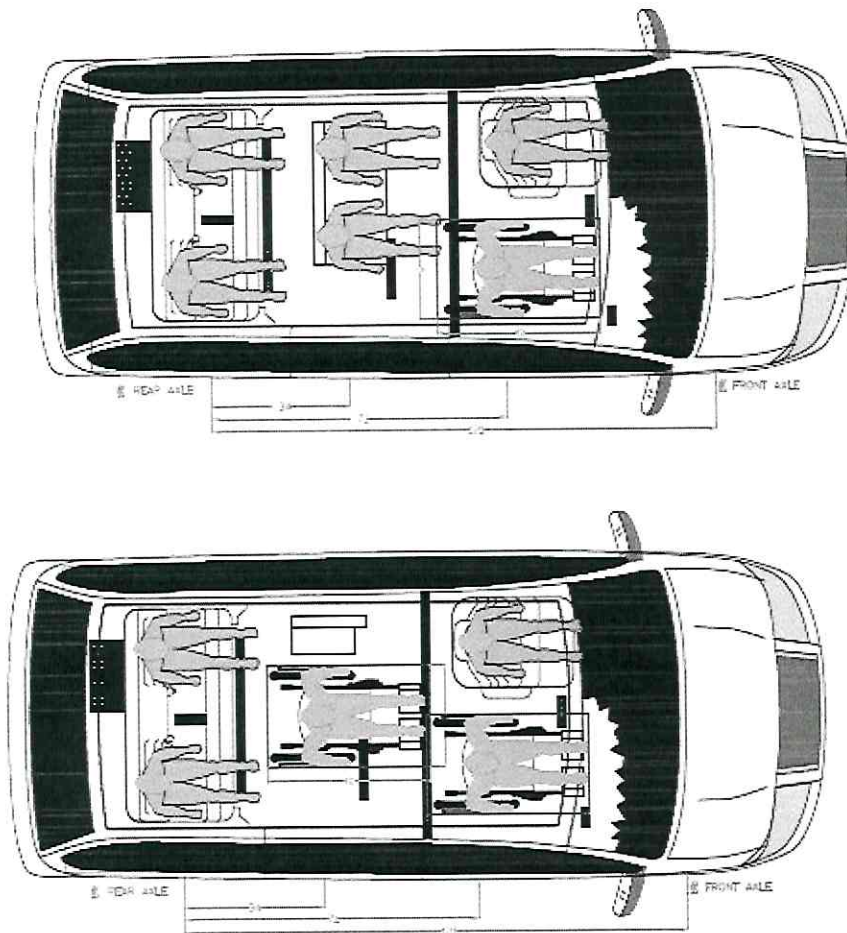
Digitally signed by Ken Jarmer
Ken Jarmer
 Date: 2022.03.25
 11:03:47 -07'00'

Vendor's Signature: _____ Date Sent: _____

Vendor's Response Back to RFQ – Please sign and date your response here.

Sample Floor plan (Attach or cut-and-paste new plan here, or attach on back)





VENDOR INFORMATION

Vendors are strongly encouraged to submit price quotes using the format provided. Vendors should specifically note if and how they meet the above specifications and note any differences in what has been called out above, in their price quotes. This may be done on the form, or on an attached sheet. The vehicle(s) will be purchased with funding from the Oregon Department of Transportation, Public Transit Division and the Requesting Agency, and will follow applicable Federal and State procurement guidelines.

Price Quote shall be submitted to the Requesting Agency contact person named on the first page on this form.

Price Quotes may be sent by U.S. Mail, emailed, or faxed to the addresses for Requesting Agency noted on page 1 of this form.

Vendors are required to submit the following certification attachments with each Quote response:

Attachment 1 – Certificate of Compliance with Bus Testing Requirement

Attachment 2 – Pre-Award FMVSS and Buy America Certification

Attachment 3 – Transit Vehicle Manufacturer (TVM) Certification (DBE)

Please see attachments.

VEHICLE SELECTION INFORMATION

Selection of the vehicle and successful price quote will be based on:

☒ Lowest Cost With Required Specifications (*Lifecycle costs may be considered in price determination and may affect lowest bid determination*)

☐ Best Value Determination (ODOT PTD pre-approval required.)

The Best Value Determination criteria are as follows:

Introducing the **New Commercial Side-Entry** **Built on the Chrysler Voyager**



The newest addition to the BraunAbility Commercial fleet is the Chrysler Voyager. The side-entry foldout has all the ADA-compliant features of the Dodge Caravan but with 15% more cabin space for easier maneuverability, more seating positions plus enhanced space at the toe pan to limit wear and tear. The new conversion also features durable rubber plastic compound (TPO) front and rear flares to absorb minor impacts, LED spotlight package for the ramp and cabin and easy access footrest for rear seating.

- **15.6% more cabin space vs. Dodge Grand Caravan**
- **Seating for up to 7 ambulatory*; up to 2 wheelchair positions**
- **Added space at front for wheelchair passenger footrests**
- **Hard-wearing TPO front and rear flares to absorb minor impacts**
- **Reinforced, heavy-duty swing-out ramp and latch**
- **Enhanced ADA lighting package**

* With optional aftermarket 2nd row 2-passenger folding bench seat



braunability.com/commercial

800.488.0359

Voyager Commercial Side-Entry



Standard Features

- ADA, FMVSS and CMVSS Compliant
- CARB approved
- 7-passenger vehicle (with optional aftermarket 2nd row 2-passenger folding bench seat)
- Lowered floor from toepan to rear axle
- 60" floor-to-ceiling at center of van*
- 30" wide manual ramp with 1,000 lb capacity and swing out feature for ambulatory access
- Multiple wheelchair securement locations
- One wheelchair securement 4-belt set
- Manual driver and passenger side sliding door providing 56" vertical opening (ADA compliant), passenger door provides 31-1/2" in width
- Step-and-Roll removable front passenger seat
- 3-passenger bench seat at rear with folding footrest
- Front passenger floor tracks for wheelchair securement, with 60" floor-to-ceiling height
- TPO plastic lower body panels with integrated steps
- Vinyl flooring with 3/8" Plascor underlayment, a thermoplastic honeycomb panel subfloor
- ADA-compliant park interlock
- ADA-compliant ramp and door entrance lighting
- Priority seat decal and Wheelchair securement location decals
- Auxiliary wiring harnesses include fused circuits
- Emergency rear hatch release
- Easy maintenance interior trim package
- 19 gallon OEM fuel tank

Optional Features

- Aftermarket 2nd row 2-passenger folding bench seat
- DOT kit • Marine grade plywood underlayment
- Additional set of tie-down straps

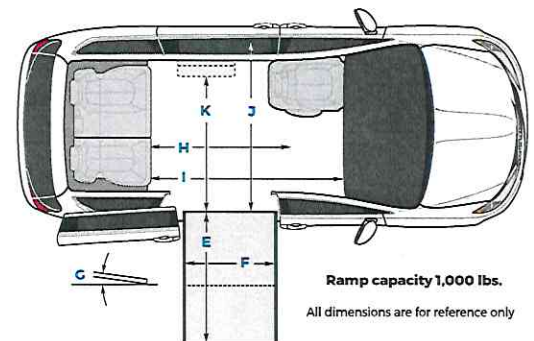
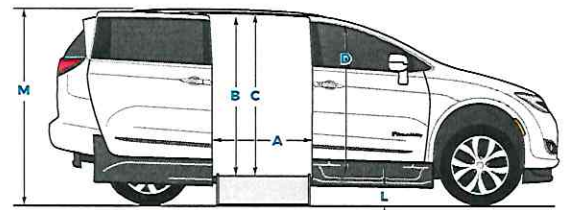
Dimensions

- Door opening usable width
- Door opening usable height (at middle of door)
- Interior height at center of vehicle
- Interior height at driver and passenger position
- Ramp length
- Ramp width (usable clear opening)
- Ramp angle*
- Interior floor length (behind front seat strikers)
- Overall interior floor length (flat area)
- Interior width at passenger doors (doors closed)
- Interior width - ramp (deployed) to optional 2-passenger seat (stowed)
- Ground clearance (loaded) @ = GVWR lbs**
- Overall vehicle height (unloaded)

Due to manufacturing tolerances both with the OEM vehicle and the conversion components, all dimensions may vary slightly from those shown.

* Ramp angle subject to 1.5 degree variance based on chassis trim level and other environmental factors - measured with a 250 lb approximated wheelchair passenger load at the center of the ramp

** 5" clearance between the break-over angle position of the vehicle exhaust pipe and level ground when loaded to capacity



Ramp capacity 1,000 lbs.
All dimensions are for reference only

A	31.5"
B	56"
C	60"
D	60"
E	52"
F	30"
G	13.75°
H	71"
I	98.5"
J	64"
K	49"
L	5"
M	81"



braunability.com/commercial

800.488.0359

511269

June 27, 2022

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

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Authorization of Additional \$300,000 for Contract Change Orders for the I-5 Pump Station and Force Main Upgrades project**

RECOMMENDATION:

Authorize an additional \$300,000 for this project for anticipated project change orders during the final construction stages of the I-5 Pump Station and Force Main Upgrades Project.

BACKGROUND:

This project is included in the approved FY 21/22 budget and FY 22/23 budget and includes a complete upgrade to the I-5 pump station and a new force main on W. Hayes Street between Harvard Drive and N Cascade Drive, N Cascade Drive between W Hayes Street and W Lincoln Street, and W Lincoln Street between N Cascade Drive and Cozy Way.

DISCUSSION:

During the force main construction activities, we had found grade conflicts with franchise utilities that were not located/anticipated during the design and utilities pothole explorations. These overages, along with the normal change orders that occur with a project of this magnitude, have created the need for additional monies for change orders that will be necessary to complete this construction project.

FINANCIAL IMPACT:

The subject project is identified in the adopted fiscal year 2022/2023 Budget and is funded by the Sewer Fund.

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

June 27, 2022

To: Honorable Mayor and City Council through City Administrator

From: Chris Kerr, Community Development Director *CK*,
Colin Cortes, AICP, CNU-A, Senior Planner

Subject: **Call-Up Briefing: Planning Commission approval of a Conditional Use Permit, Design Review, Phasing Plan, & Street Exception application package for the US Market gas station and commercial office area at 2540 & 2600 Newberg Hwy (OR Hwy 214) (CU 21-02, DR 21-10, EXCP 21-05, & PP 21-01)**

RECOMMENDATION:

Staff briefs the Council on this item pursuant to [Woodburn Development Ordinance \(WDO\)](#) Section 4.02.02. (The Council may call up this item for review if desired and, by majority vote, initiate a review of this Commission decision.)

Staff recommends against call-up because a party with legal standing appealed the decision. It is from attorney David Petersen of Tonkon Torp, LLC who represents the existing ARCO and Chevron gas stations in town. The hearing date would be July 25, 2022.

BACKGROUND:

The Planning Commission held a public hearing on June 9, 2022 and by a vote of 4-1 approved the consolidated applications package (Type III) with the conditions recommended by staff through the [staff report](#) published June 2, except for the two revision items described below in the "Approval with Revisions" section. Specifically, the Commission approved only site plan Option 1 and denied Option 2. (Both are illustrated below.)

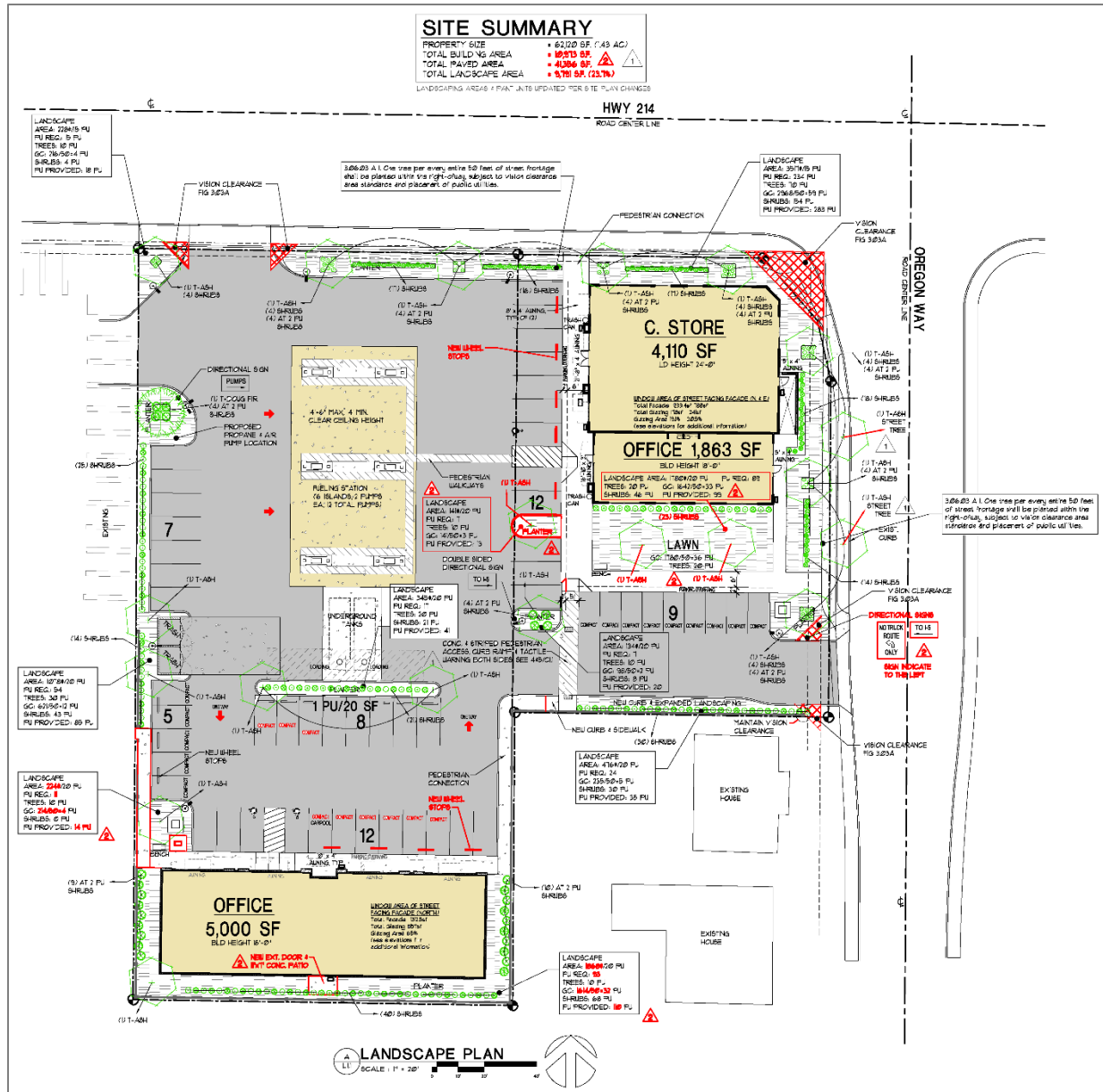
Images

See the next few pages for an aerial photo, site plans, and building facades.

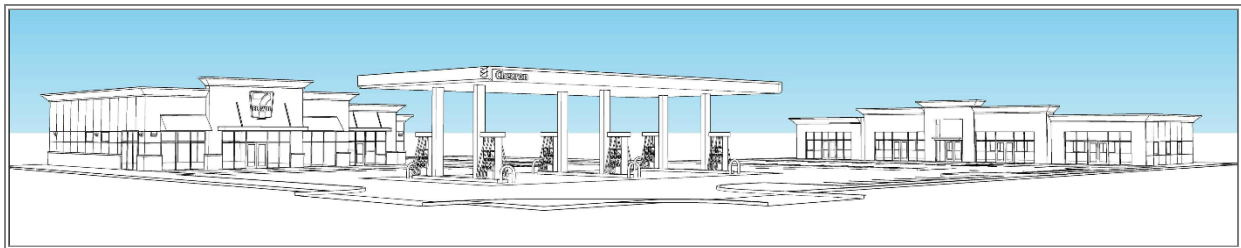
Agenda Item Review: City Administrator ___x___ City Attorney ___x___



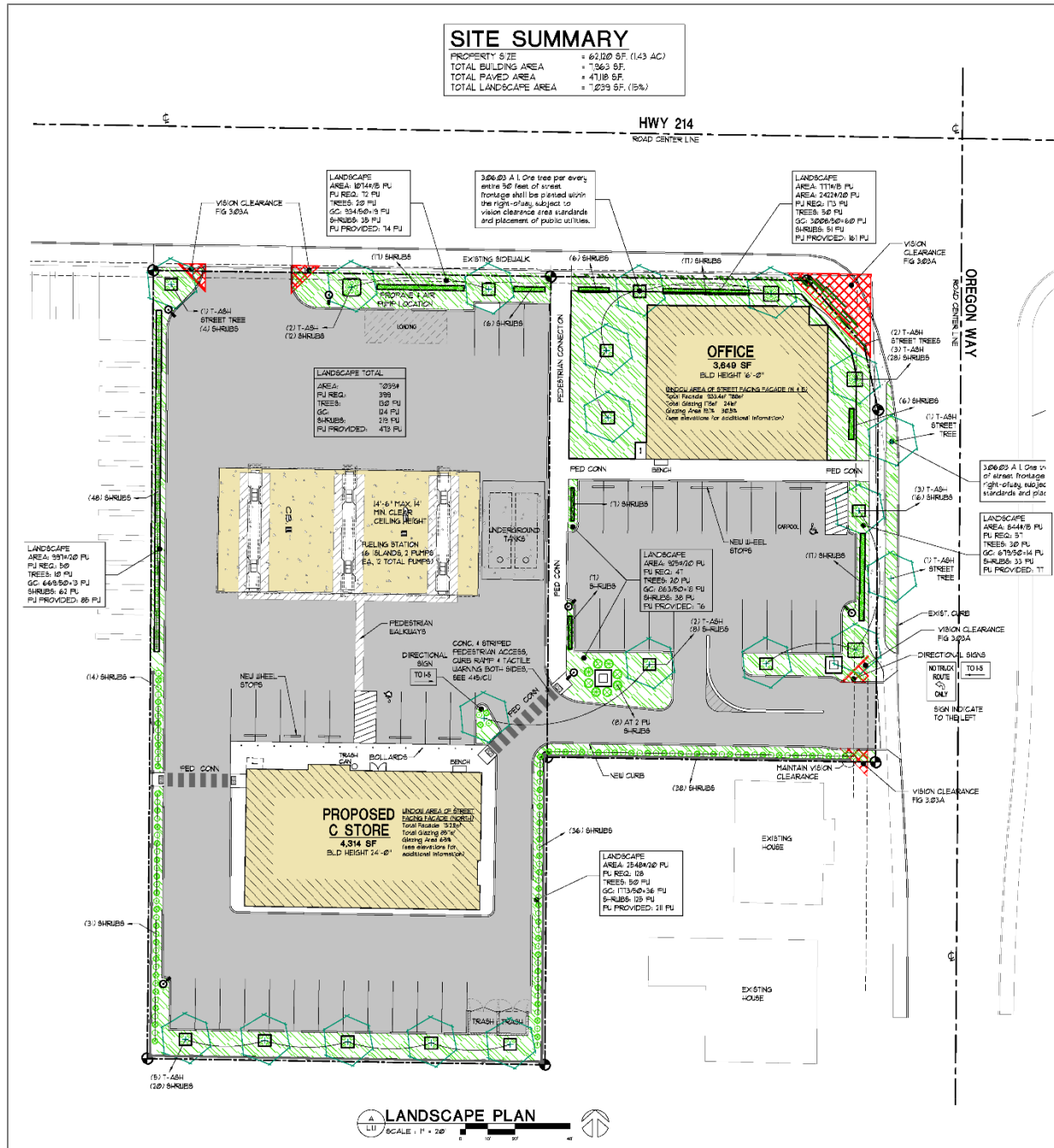
County aerial (2020) with subject property outlined in green



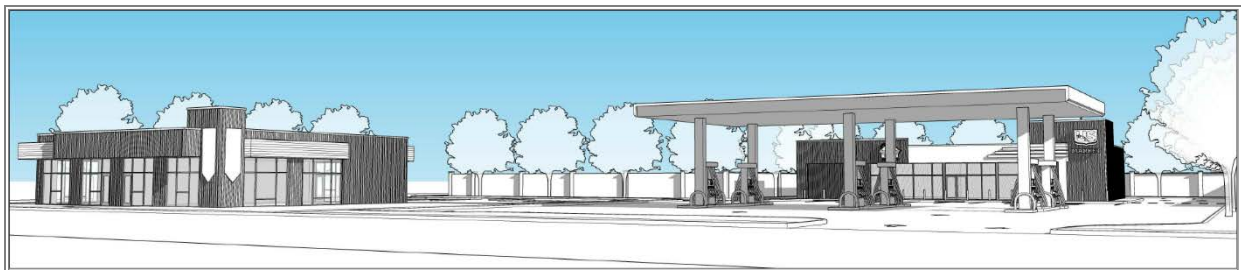
Site plan Option 1 approved by the Planning Commission (Note: Staff colored the applicant's landscaping plan)



Perspective rendering Option 1



Site plan Option 2 denied by the Planning Commission



Perspective rendering Option 2



Option 1 convenience store perspective of west facade (the 7-Eleven symbol is speculative)



Option 1 south commercial office building perspective of north facade

Project Description

The project involves the redevelopment of two lots totaling 1.42 acres at the southwest corner of Newberg Highway / Oregon Highway 214 & Oregon Way into a gas station with convenience store as well as speculative commercial office area. A demolition contractor demolished the two vacant bank buildings and cleared the lots.

Street Improvements

There are two frontages: Newberg Highway (Oregon Highway 214) and Oregon Way. The developer may leave the highway frontage as is: 8-foot wide curb-tight sidewalk with electric power poles and overhead lines.

The developer must upgrade Oregon Way street improvements from a narrow curb-tight sidewalk to a 6-foot landscape strip with trees and grass and an 8-foot wide sidewalk.

There are also fees that the developer will pay:

- To reduce vehicle crashes at major intersections;
- In lieu of a City bus shelter and bus stop bicycle parking;
- In lieu of highway street trees;
- In lieu of highway sidewalk that conforms (by being behind a landscape strip);
- In lieu of Oregon Way on-street parallel parking;
- In lieu of tree preservation (for Significant Trees a demolition contractor had removed in May 2021); and
- In lieu of burial or undergrounding of highway power lines.

Buffering/Screening

Specific measures to buffer unpleasant aspects of the development relative to neighbors:

- (1) An "Architectural Wall" as a buffer/screen wall along residential property;
- (2) Hedges and many trees in the yards along streets;
- (3) More landscaped islands/peninsulas with trees in parking areas;
- (4) Limiting exterior light fixture numbers and heights and requiring that they be full cut-off or fully shielded;
- (5) Prohibiting audible audiovisual advertising from sounding from fuel pump electronic display speakers;
- (6) Limiting any tire pump or vacuum location to minimum 100 feet north (away from Panor 360 condos), and based on noise Ordinance No. 2312, closing vacuums from 9:00 p.m. to 7:00 a.m.;

- (7) Requiring a trash receptacle along each of the walkways leading to and from the highway and Oregon Way sidewalks, near each street, for intended use by convenience store customers and remaining privately maintained and serviced; and
- (8) On-site directional signage for motorists returning to I-5.

Staff and the developer have also worked to produce an upgraded site development by focusing on:

- a. The look and feel of street frontage for passers-by walking, cycling, and driving;
- b. The look and feel of yard landscaping along streets for passers-by walking, cycling, and driving as well as on-site employees and customers;
- c. Urban design: how close buildings are to sidewalk, how many and how large are windows, are their entrances visible from sidewalk and whether the public can see main entrances to buildings from sidewalk, and whether placements of entrances orient to those who walk or cycle no worse than to those who drive and park;
- d. How safely and comfortably pedestrians and cyclist can access and circulation among on-site buildings through walkways and visibly distinct crossings of drive aisles;
- e. Having enough on-site trash receptacles near sidewalk to lessen the likelihood of litter of yards along streets and street frontage by convenience store customers on foot;
- f. Avoiding excessive exterior lighting;
- g. Getting highway electric power poles and overhead electric power lines buried or fees in-lieu paid to fund such elsewhere in town;
- h. Having a mixture of evergreen trees among newly planted trees; and
- i. Increasing the quantity of street trees and on-site trees, and providing for fee in-lieu to fund tree plantings elsewhere in town;
- j. Administering Street Exception EXCP 21-05 to have the developer improve Oregon Way to be the best of the two frontages for pedestrians and cyclists in exchange for leaving the highway frontage as is or largely as is; and

Zoning

The subject property is in the Commercial General (CG) zoning district. In the CG district, a gas station is permitted in most areas of the district but is a conditional use (CU) where it would be within 200 feet of residentially zoned property including on the subject property. Retail and commercial office are permitted.

Planning Commission Approval with Revised Conditions

The two Commission revisions are to:

1. Strike allowance for the developer to refine and construct site plan Option 2, the one that the applicant had drafted because of Oregon Department of Transportation (ODOT) highway access restrictions, thereby approving only Option 1.
2. Raise the Architectural Wall minimum height along the Panor 360 condominiums boundary (950 Evergreen Rd) from 8 to 9 feet, which is the maximum that Woodburn Development Ordinance (WDO) 2.06.02C.1 allows, and striking allowance for that wall to have upper segments of cedar wood between columns/piers.

Testimony

Several parties testified in opposition to the project:

1. Michael Mills, P.O. Box 1307, Silverton, OR 97381 (applicant's attorney)
2. David Petersen, Tonkon Torp, LLC, 888 SW 5th Ave, Ste 1600, Portland, OR 97204 (attorney representing existing ARCO & Chevron gas stations)
3. Wayne Kittelson, Kittelson & Associates, Inc., 851 SW 6th Ave, Ste 600, Portland, OR 97204 (traffic consultant representing ARCO & Chevron gas stations)
4. Largo Abshere, 855 N. Cascade Dr, Woodburn, OR 97071
5. Janice Aiken, 1331 Princeton Rd, Woodburn, OR 97071
6. Carol Bettendorff, 717 N. Cascade Dr, Woodburn, OR 97071
7. Nancy Ferguson, 950 Evergreen Rd, Unit 323, Woodburn, OR 97071
8. Karen Halter, 938 Oregon Way, Woodburn, OR 97071
9. Mickey Harrison, 924 Oregon Way, Woodburn, OR 97071
10. Rebecca Hayes, 950 Evergreen Rd, Unit 205, Woodburn, OR 97071
11. Doris Ehlen Kruse, 950 Evergreen Rd, Unit 312, Woodburn, OR 97071
12. Dorothy Monnier, 1200 Quinn Rd, Woodburn, OR 97071
13. Bobbi Reisner, 950 Evergreen Rd, Unit 221, Woodburn, OR 97071
14. Carolyn Schindlebower, 950 Evergreen Rd, Unit 206, Woodburn, OR 97071
15. Betty Torabi, 925 Oregon Way, Woodburn, OR 97071
16. Don Zehrung, 966 Oregon Way, Woodburn, OR 97071

Testimony topics raised generally included concerns about:

- Crime
- Gas fumes smell
- The homeless
- Noise
- Theft
- Traffic
- Trespass
- Unsavory convenience store customers; and
- Vandalism.

Appeal

Any of the parties with standing can appeal the Commission final decision per WDO 4.02.01B no later than June 27, and the Council would hear an appeal (on July 25).

In fact, the Council definitely will hear an appeal because staff received one on June 21. It is from attorney David Petersen of Tonkon Torp, LLC who represents the existing ARCO and Chevron gas stations in town. The hearing date would be July 25.