

# **COUNCIL MEETING MINUTES**

## **OCTOBER 10, 2022**

**DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 10, 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	Present
Councilor Cabrales	Present

**Staff Present:** City Administrator Derickson, Assistant City Attorney Granum, Assistant City Administrator Row, Police Chief Pilcher, Community Development Director Kerr, Finance Director Turley, Human Resources Director Gregg, Economic Development Director Johnk, Special Projects Director Wakely, Community Services Director Cuomo, Software Support Specialist Sanchez, Public Affairs and Communications Coordinator Moore, City Recorder Pierson

### **PROCLAMATION**

Mayor Swenson recognized Indigenous Peoples' Day.

### **BUSINESS FROM THE PUBLIC**

Mark Wigg, Salem, introduced himself to the City Council and announced that he is running for County Commissioner.

### **CONSENT AGENDA**

- A. Woodburn City Council Meeting minutes of September 26, 2022,
- B. Building Activity for September 2022.

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

### **CITY ADMINISTRATOR AND CITY ATTORNEY ANNUAL PERFORMANCE EVALUATIONS**

Mayor Swenson stated that at the adjournment of the last Council Meeting, there was a motion on the floor to table the evaluations discussion until Council can get training on this item. The motion passed unanimously.

### **EVALUATION PROCESS REVIEW**

Mayor Swenson stated that he has been in contact with the Hatfield School of Government and they are willing to provide the training. Councilor Carney stated that this is an excellent idea to review the evaluation process and that it should take place during the next two-year goal setting in 2023. City Administrator Derickson stated that he and the City Attorney are in favor of that.

**Carney/Schaub...** table the Evaluation Process Review, Item B, until we schedule our goal setting in early 2023 and make the evaluation process one of the significant goals in that process. The motion passed unanimously.

Dalia Lopez, 415 Oak St., stated that she watched the last Council meeting and was concerned

## **COUNCIL MEETING MINUTES**

### **OCTOBER 10, 2022**

with the evaluation process that should have been taken care of. She wonders why those that did not know how to fill it out did not reach out to others for assistance. She added that she did not like the fact that some Councilors walked out. She added that she felt the Mayor was rude to Councilor Carney and very disruptive and that Councilor Swanson was out of sorts saying she did not understand how to fill out the form. She wants an answer as to why this was not done and that the community expects them to work as a team.

Councilor Puente responded that his reasoning was that he wanted to get more peoples perspectives on how Scott and Bob are doing and not just base the evaluation on his own experience with them.

Councilor Cornwell thanked Dalia for coming to speak and added that if Councilors had concerns about the evaluation process, they should have come out and said it from the beginning.

Councilor Swanson clarified that she had previous plans set up and that is why she was unable to attend the meetings.

Councilor Puente stated that he was unable to attend the meetings due to job commitments.

#### **COUNCIL BILL NO. 3199 - A RESOLUTION TO EXTEND AND PROVIDE MUNICIPAL SEWER SERVICES TO THE WOODBURN CHURCH OF THE NAZARENE PROPERTY (3601 NEWBERG HWY, WOODBURN, OREGON) LOCATED OUTSIDE THE CORPORATE CITY BOUNDARIES**

**Carney** introduced Council Bill No. 3199. City Recorder Pierson read the bill by title only since there were no objections from the Council. Assistant City Attorney Granum provided a staff report. Pastor Will Robertson, 311 S. Evergreen Rd., stated that he is in favor of getting on the City's sewer system. On roll call vote for final passage, the bill passed unanimously. Mayor Swenson declared Council Bill No. 3199 duly passed.

#### **AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT WITH IMMANUEL LUTHERAN CHURCH FOR THE COMMUNITY MEAL PROGRAM**

City Administrator Derickson provided a staff report. Councilor Swanson stated she is a member of this program and they are taking meals out to various locations throughout the City to reach more people. Councilor Cornwell stated that she would like it to be a goal next year that they hold the smaller organizations accountable as well and maybe have them present to the City Council how they spent the money. **Carney/Cornwell...** approve the proposed ARPA Agreement with Immanuel Lutheran Church for their Community Meal Program effective upon execution of the Agreement, through July 31, 2024. The motion passed unanimously.

#### **UTILITY ASSISTANCE PROGRAM – ADDITIONAL FUNDING**

Community Services Director Cuomo provided staff report. **Carney/Swanson...** authorize the City Administrator to sign the enclosed agreement with Love INC of North Marion County for the administration of the Utility Assistance Program for Fiscal Years 2022-23 and 2023-24, in the amount of up to \$25,000.00 annually. The motion passed unanimously.

#### **FIRST AMENDMENT TO ARPA FUNDED SERVICES GRANT AGREEMENT WITH LIBERTY HOUSE**

City Administrator Derickson provided a staff report. **Carney/Schaub...** authorize the City Administrator to sign an amendment to the ARPA Funded Services Grant Agreement with Liberty House to increase the amount of grant funding with an additional one-time payment of \$120,000.00 to expand the scope of Project Services provided to the City and its residents. The motion passed unanimously.

# COUNCIL MEETING MINUTES

## OCTOBER 10, 2022

### CITY ADMINISTRATOR'S REPORT

The City Administrator reported the following:

- Will be sending a letter to candidates with an offer to meet with him and he will answer any factual questions about the City that he can.
- Attended the League of Oregon Cities Conference last week and it was one of the best he had attended.
- The City received a certificate of achievement for excellence in financial reporting from GFOA.
- Provided a document to the City Council that includes the successes of the past year.

### COUNCIL REPORTS

Councilor Carney stated that he learned a great deal at the League of Oregon Cities conference.

Councilor Schaub stated that she also attended the League of Oregon Cities conference and learned a lot. She added the people at the conference commented to her about Woodburn and how lucky we are to have Scott as our City Administrator.

Councilor Puente gave Kudos to the Educator of the Year, Rosa Floyd.

Mayor Swenson stated that he attended the Family Building Block fundraiser where Woodburn was highlighted. He also attended the 30-year anniversary party at Walmart and a book opening of the *Hispanic Origins of Oregon* at our library.

### EXECUTIVE SESSION

Mayor Swenson entertained a motion to adjourn into executive session under the authority of ORS 192.660(2)(e). **Carney/Cabrales**... move into executive session under the authority of ORS 192.660(2)(e). The motion passed unanimously. The Council adjourned into executive session at 7:56 p.m. and reconvened at 8:27 p.m. Mayor Swenson stated that no action was taken by the Council while in executive session.

Mayor Swenson stated that Musio Chavez of Woodburn is in the top five in the Mullet Championships.

### ADJOURNMENT

Swanson/Schaub... move to adjourn. The motion passed unanimously. Mayor Swenson adjourned the meeting at 8:29 p.m.

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

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

**EXECUTIVE SESSION MINUTES  
OCTOBER 10, 2022**

**DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 10, 2022**

**CONVENED** The meeting convened at 7:57 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	Present
Councilor Cabrales	Present

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

**Staff Present:** City Administrator Derickson, Assistant City Attorney Granum, Assistant City Administrator Row, City Recorder Pierson

**Others in attendance:** None.

The executive session was called:

To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660(2)(e).

**ADJOURNMENT**

The executive session adjourned at 8:27 p.m.

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

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



# Agenda Item

October 24, 2022

TO: Honorable Mayor and City Council r  
FROM: Scott Derickson, City Administrator  
SUBJECT: **City Council Holiday Meeting Schedule**

## **RECOMMENDATION:**

Approve a November and December 2022 meeting schedule that has been modified due to the holidays to include only one City Council meeting in November and one in December. The modified schedule will include a meeting on November 14 and a meeting on December 12.

## **BACKGROUND/ DISCUSSION:**

The City Council typically modifies their meeting schedule in November and December, due to potential conflicts with the Thanksgiving and Christmas holidays.

## **FINANCIAL IMPACT:**

N/A



## Agenda Item

October 24, 2022

TO: Honorable Mayor and City Council through City Administrator  
THRU: Martin Pilcher, Chief of Police  
FROM: Keith Kimberlin, Lieutenant  
SUBJECT: **Liquor License Application**

### **RECOMMENDATION:**

Recommend that the OLCC approve the Liquor License Application for Casa De Caldos.

### **BACKGROUND:**

Applicant: Casa De Caldos LLC  
954 N. Pacific Highway  
Woodburn, OR 97071  
503-902-0664

Point of  
Contact: Galilean Salazar  
1051 W. Main Street  
Molalla, OR 97038  
713-823-6748

Business: Casa De Caldos  
954 N. Pacific Highway  
Woodburn, OR 97071  
503-902-0664

Owner(s): Galilean Mendoza Salazar

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

License Type(s):

**Full On-Premises Commercial-** May sell and serve by the drink at retail to consumers for consumption on the licensed premises: Distilled spirits, malt beverages (beer), wine, and cider.

May sell at retail for off licensed premises consumption: malt beverages, wine, and cider in factory sealed containers for take-out and delivery.

May sell mixed drinks and servings of wine by the drink to consumers for consumption off licensed premises.

On October 13, 2022, the Woodburn Police Department received an application for On-Premises Commercial sales liquor license for Casa De Caldos. The business currently operates as a Restaurant and Lounge, with total capacity of 100, located at 954 N. Pacific Highway in Woodburn, OR 97071.

The hours of operation are 8 AM to 6 PM on Sunday, and 5 AM to 9 PM Monday to Saturday. There is Karaoke for entertainment noted at the business. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

**DISCUSSION:**

The Police Department has completed a background investigation of Casa De Caldos LLC., and the listed owner, Galilean Mendoza Salizar, through various police databases and business related databases. Galilean Mendoza Salizar holds a valid driver's license and no other items of concern were located during the check.

**FINANCIAL IMPACT:**

None



## Agenda Item

October 24, 2022

TO: Honorable Mayor and City Council through City Administrator

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Acceptance of a Public Water Line Easement at 225 S. Pacific Highway, Woodburn, OR 97071 (Tax Lots 051W18DA01100 and 051W18DA01101)**

### **RECOMMENDATION:**

Authorize the acceptance of a Public Water Line Easement granted by Deborah D. Unrau and Nancy A. Titus, trustees of the Deborah D. Unrau Living Trust dated June 1, 2021 and the Nancy A. Titus Living Trust dated May 26, 2022 respectively, both being members of Cross Roads Property Management, LLC., property owner of the property located at 225 S. Pacific Highway, Woodburn, OR 97071 (Tax Lots 051W18DA01100 and 051W18DA01101).

### **BACKGROUND:**

The developer of 1430 E. Cleveland Street is required to acquire and provide to the City of Woodburn, a public water line easement over the adjacent property owned by Cross Roads Property Management, LLC in order to satisfy the conditions of approval of Design Review (CU 2020-01, DR 2020-02, EXCP 2020-04, PLA 2020-02, & VAR 2020-02, et al).

### **DISCUSSION:**

The water line easement is a sixteen (16) feet wide strip located along the northeasterly portion of the property, extending from Portland Road NE (Pacific Highway 99E) to the southeasterly lot line of Parcel 1, as shown by map thereof on Partition Plat No. 2022-53, City of Woodburn, Marion County, Oregon. The acquisition of this easement will allow the extension of the water main line through said Parcel 1, completing a loop that ties into the water main along Portland Road NE (Pacific Highway 99E). The water line easement will allow a permanent easement and right-of-way, including the permanent right to construct, reconstruct, operate and maintain a water line on the described land.

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



**FINANCIAL IMPACT:**

There is no cost to the City for the Water Line Easement.

**Attachments**

A copy of the water line easement document is included as Exhibit "A" and Exhibit "B".

AFTER RECORDING RETURN TO:

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

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

Cross Roads Property Management, LLC, an Oregon limited liability company, *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 a public waterline 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 any construction, reconstruction, or maintenance, *CITY* shall restore the surface of the Grantor's 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 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 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 18 day of October, 2022.

Cross Roads Property Management, LLC

BY:




Deborah D. Unrau, Trustee of the  
Deborah D. Unrau Living Trust dated  
June 1, 2021, Member

BY:



Nancy A. Titus, Trustee of the Nancy A.  
Titus Living Trust dated May 26, 2022,  
Member

BY:

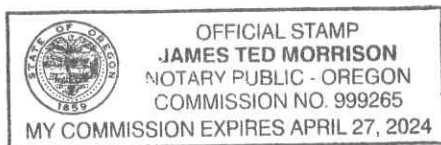
  
Christopher M. Titus, Trustee of the  
Nancy A. Titus Living Trust dated May  
26, 2022, Member

STATE OF OREGON )

) ss.

County of ~~Marion~~ <sup>74</sup> *Clatsop*

*October* The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2022 by Deborah D. Unrau, Trustee of the Deborah D. Unrau Living Trust dated June 1, 2021, as Member of Cross Roads Property Management, LLC, a limited liability company, and the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its members; and each of them acknowledged said instrument to be its voluntary act and deed.



  
NOTARY PUBLIC FOR OREGON

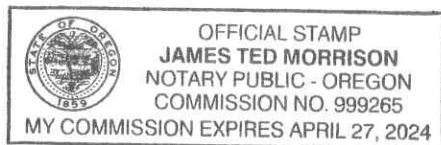
My Commission Expires: 4/27/2024

STATE OF OREGON )

) ss.

County of ~~Marion~~ <sup>74</sup> *Clatsop*

*October* The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2022 by Nancy A. Titus, Trustee of the Nancy A. Titus Living Trust dated May 26, 2022, as Member of Cross Roads Property Management, LLC, a limited liability company, and the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its members; and each of them acknowledged said instrument to be its voluntary act and deed.

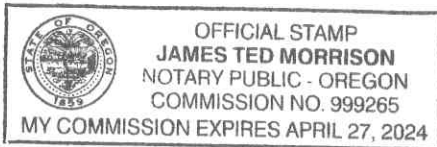


  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 4/27/2024

STATE OF OREGON       )  
  )  
County of Marion       )

*Christopher M. Titus*  
The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of October, 2022 by Christopher M. Titus, Trustee of the Nancy A. Titus Living Trust dated May 26, 2022, as Member of Cross Roads Property Management, LLC, a limited liability company, and the foregoing instrument was signed and sealed on behalf of said limited liability company by authority of its members; and each of them acknowledged said instrument to be its voluntary act and deed.



*James Ted Morrison*  
\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 4/27/2024

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



# AZIMUTH SURVEYING

2015 Market Street NE Salem, Oregon 97301

Phone (503) 364-0026

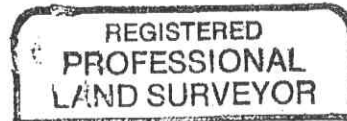
July 22, 2022

## Legal Description for Jimmy and Gwendolyn Templeton

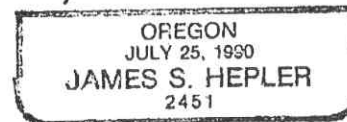
### Public Water Line Easement

A strip of land 16.00 feet in width, lying 8.00 feet on each side of the following described centerline:

Beginning at a point on the east line of Partition Plat 95-71, Marion County, Oregon, which is 119.56 feet North 32°20'53" East from the southeast corner of Parcel 3 of said Partition Plat 95-71 and running thence South 60°47'59" East, a distance of 290.41 feet to the west line of Portland Road (Pacific Highway 99E).



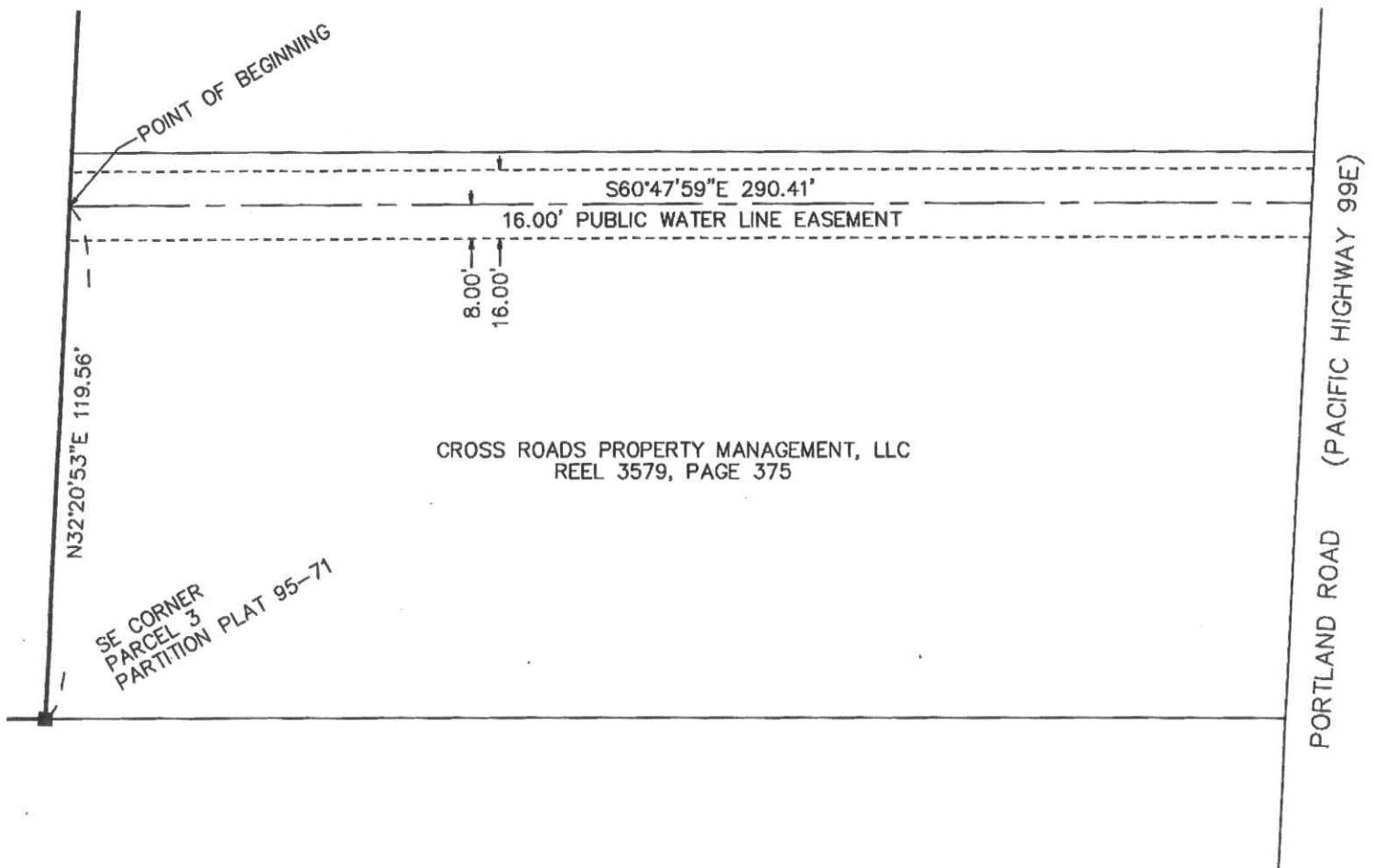
*James S. Hepler*



*Expires: 6-30-23*

Exhibit A

PUBLIC WATER LINE EASEMENT EXHIBIT MAP  
FOR  
JIMMY AND GWENDOLYN TEMPLETON  
in the SE 1/4 of SECTION 18, T. 5 S., R. 1 W., W.M.  
CITY OF WOODBURN, MARION COUNTY, OREGON  
OCTOBER 11, 2022



AZIMUTH SURVEYING  
2015 Market Street, NE  
Salem, Oregon 97301  
Phone (503) 364-0026  
Project No. 19-060



Exhibit B

SCALE : 1" = 40'

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES

2022 Year to Date

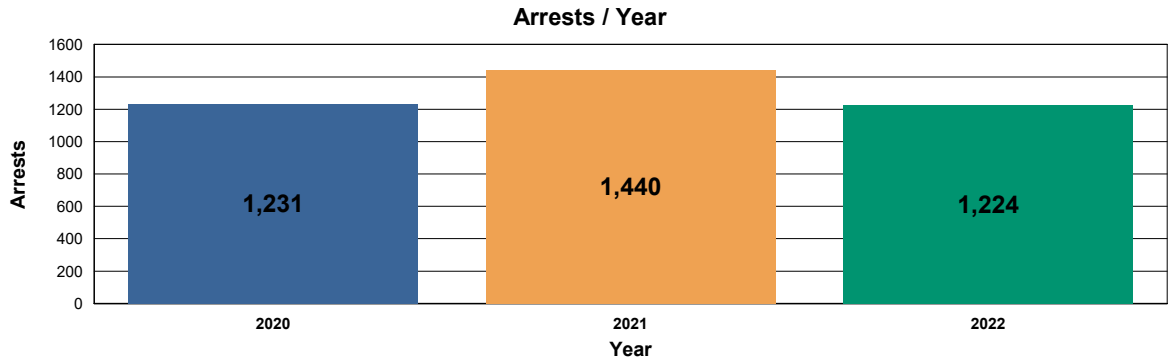
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
AGGRAVATED ASSAULT	5	0	0	10	2	6	3	2	6	34
ANIMAL CRUELTY	0	0	0	0	0	0	1	0	2	3
ANIMAL ORDINANCES	2	9	2	7	4	3	0	3	2	32
ARSON	0	0	0	0	0	0	1	0	2	3
ASSAULT SIMPLE	8	7	8	11	12	13	11	11	9	90
ATTEMPTED MURDER	0	0	0	0	2	0	0	0	0	2
BURGLARY - BUSINESS	2	2	0	0	0	0	0	0	1	5
BURGLARY - RESIDENCE	2	1	0	0	0	2	1	0	1	7
CHILD NEGLECT	0	0	1	0	0	0	1	0	0	2
CRIME DAMAGE-NO VANDALISM OR ARSON	3	6	1	1	2	4	1	2	3	23
CURFEW	0	1	0	0	0	0	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	2	3	1	1	19
DISORDERLY CONDUCT	5	2	1	3	4	6	1	3	8	33
DRIVING UNDER INFLUENCE	6	8	7	11	9	6	14	8	6	75
DRUG LAW VIOLATIONS	2	0	3	3	1	5	0	0	1	15
DWS/REVOKED - FELONY	0	0	0	0	0	2	0	0	0	2
DWS/REVOKED-MISDEMEANOR	4	2	2	1	1	2	5	0	2	19
ELUDE	1	2	0	2	0	0	0	1	2	8
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1	0	0	0	2
EXTORTION/BLACKMAIL	0	0	0	0	0	0	1	0	1	2
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	0	0	0	0	1
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	0	1
FORCIBLE RAPE	0	0	0	2	0	0	0	0	0	2
FORGERY/COUNTERFEITING	1	0	0	0	0	0	0	0	0	1
FRAUD - BY DECEPTION/FALSE PRETENSES	0	1	5	0	0	1	0	1	0	8
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0	3	1	1	0	0	0	5
FRAUD - OF SERVICES/FALSE PRETENSES	0	2	0	0	0	0	0	0	0	2
FUGITIVE ARREST FOR ANOTHER AGENCY	43	38	37	29	30	22	32	36	35	302
HIT AND RUN FELONY	0	0	0	0	0	0	1	0	0	1
HIT AND RUN-MISDEMEANOR	1	3	5	2	2	4	4	1	0	22
IDENTITY THEFT	1	0	0	0	0	1	0	1	0	3
INTIMIDATION /OTHER CRIMINAL THREAT	8	7	6	3	2	7	10	4	2	49
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	0	2	0	0	0	4
MINOR IN POSSESSION	1	1	0	0	1	0	1	1	0	5
MISCELLANEOUS	0	0	4	0	0	0	0	0	0	4
MOTOR VEHICLE THEFT	3	2	3	1	6	0	2	0	0	17
OTHER	2	0	1	6	2	4	3	2	1	21
PROPERTY RECOVER FOR OTHER AGENCY	2	0	0	0	0	0	0	0	0	2
PROVIDE FALSE INFORMATION TO LAW ENFORCEMENT	1	0	0	2	0	1	1	0	1	6
RECKLESS DRIVING	2	3	5	4	3	2	9	4	6	38
RECKLESSLY ENDANGERING	2	0	1	0	3	1	5	1	1	14
RESTRAINING ORDER VIOLATION	2	1	1	2	2	1	0	0	0	9
ROBBERY - BUSINESS	1	1	0	0	0	0	0	1	0	3
ROBBERY - CAR JACKING	0	1	0	0	0	0	1	0	0	2
ROBBERY - CONV.STORE	0	0	0	0	0	0	0	1	0	1
ROBBERY - OTHER	1	0	0	0	0	0	0	0	1	2
ROBBERY - RESIDENCE	1	0	0	0	0	0	0	0	0	1
RUNAWAY	1	0	0	0	1	1	1	1	1	6
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	0	0	0	0	0	1	0	2
SEX CRIME - EXPOSER	0	0	0	0	0	0	1	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	0	0	2	1	0	1	0	0	0	4
SEX CRIME - NON FORCE SODOMY	0	0	0	0	0	0	0	1	0	1
SEX CRIME - NON-FORCE RAPE	1	0	0	1	0	0	0	1	0	3

# Woodburn Police Department

## MONTHLY ARRESTS BY OFFENSES 2022 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
SEX CRIME - OTHER	0	1	0	0	0	0	0	0	0	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	1	0	0	0	0	0	0	1
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	0	4	0	0	0	1	0	0	6
THEFT - BICYCLE	0	0	0	0	0	0	1	0	0	1
THEFT - BUILDING	2	1	1	0	2	0	0	0	0	6
THEFT - FROM MOTOR VEHICLE	1	0	0	0	0	0	0	0	0	1
THEFT - OTHER	4	0	3	2	0	1	1	1	2	14
THEFT - PICKPOCKET	0	0	0	0	1	1	0	0	0	2
THEFT - SHOPLIFT	13	2	3	5	9	6	4	15	9	66
TRAFFIC VIOLATIONS	1	2	0	0	0	0	0	4	2	9
TRESPASS	3	45	3	2	4	4	3	6	8	78
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	2	0	1	0	0	1	0	0	0	4
VANDALISM	2	38	4	1	2	3	1	1	2	54
VEHICLE RECOVERD FOR OTHER AGENCY	0	0	0	0	0	0	0	1	0	1
WEAPON - CARRY CONCEALED	1	0	0	0	0	3	0	1	1	6
WEAPON - EX FELON IN POSSESSION	2	2	1	1	0	1	0	1	0	8
WEAPON - OTHER	0	0	1	0	0	0	0	0	0	1
WEAPON - POSSESS ILLEGAL	7	3	3	5	6	2	6	3	6	41
WEAPON - SHOOTING IN PROHIBITED AREA	2	0	0	0	0	0	0	0	0	2
WILLFUL MURDER	0	0	0	0	0	0	0	1	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
2022 Total	158	200	124	124	115	124	131	123	125	1,224
2021 Total	173	97	81	272	134	173	207	132	171	1440
2020 Total	161	139	105	133	149	153	109	144	138	1231





# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES

2022 Year to Date

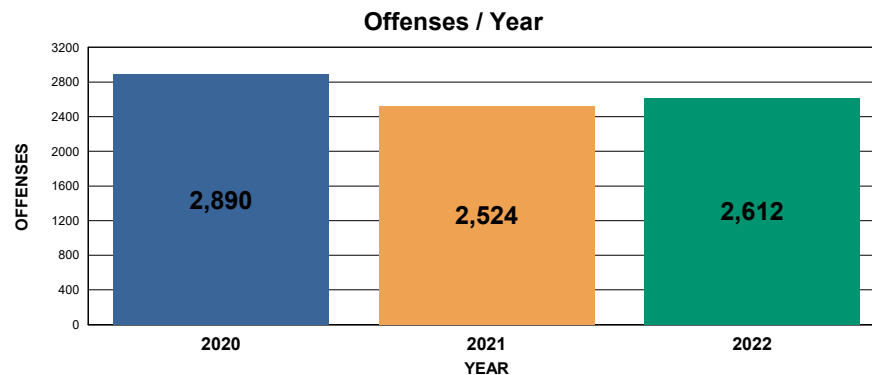
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
AGGRAVATED ASSAULT	5	0	3	5	4	10	5	6	4	42
ANIMAL CRUELTY	0	0	0	0	0	1	1	0	2	4
ANIMAL ORDINANCES	2	5	3	6	4	3	0	3	2	28
ARSON	0	0	0	1	0	0	3	1	2	7
ASSAULT SIMPLE	17	11	12	13	24	18	21	23	19	158
ATTEMPTED MURDER	0	0	0	0	1	0	0	0	0	1
BURGLARY - BUSINESS	4	1	0	1	1	2	0	0	3	12
BURGLARY - OTHER STRUCTURE	1	0	0	1	0	1	0	1	0	4
BURGLARY - RESIDENCE	3	2	0	0	0	3	1	4	0	13
CHILD NEGLECT	0	0	1	0	0	0	1	1	0	3
CRIME DAMAGE-NO VANDALISM OR ARSON	18	9	6	15	4	8	10	11	16	97
CRIMINAL MISTREATMENT	0	0	1	0	0	0	0	0	1	2
CURFEW	0	1	0	0	0	0	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	2	3	1	1	19
DISORDERLY CONDUCT	4	3	2	3	7	8	4	6	7	44
DRIVING UNDER INFLUENCE	6	8	7	11	9	6	15	8	6	76
DRUG LAW VIOLATIONS	2	0	2	3	1	2	0	1	2	13
DWS/REVOKED - FELONY	0	0	0	1	0	2	0	0	0	3
DWS/REVOKED-MISDEMEANOR	4	2	2	2	1	2	5	1	1	20
ELUDE	6	1	1	4	2	1	3	4	3	25
EMBEZZLEMENT	0	0	0	0	0	0	0	0	1	1
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1	0	0	0	2
EXPLOSIVES	0	0	0	0	0	0	1	0	0	1
EXTORTION/BLACKMAIL	0	0	0	0	0	0	2	4	0	6
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	0	0	0	0	1
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	0	1
FORCIBLE RAPE	2	0	4	2	3	2	0	2	0	15
FORGERY/COUNTERFEITING	2	2	2	1	5	4	2	3	4	25
FRAUD - BY DECEPTION/FALSE PRETENSES	2	4	8	9	3	7	6	2	8	49
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	2	0	4	4	1	3	4	4	25
FRAUD - IMPERSONATION	0	1	2	1	2	0	0	0	0	6
FRAUD - OF SERVICES/FALSE PRETENSES	1	2	0	0	0	0	0	0	0	3
FRAUD - WIRE	0	0	0	0	1	0	0	1	2	4
FRAUD-OTHER	0	0	0	1	0	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	25	22	28	18	19	15	24	23	24	198
GARBAGE LITTERING	0	0	1	0	0	0	0	0	0	1
HIT AND RUN FELONY	1	0	1	1	2	1	1	1	0	8
HIT AND RUN-MISDEMEANOR	23	21	27	15	14	20	20	10	14	164
IDENTITY THEFT	3	3	2	4	2	2	3	1	1	21
INTIMIDATION /OTHER CRIMINAL THREAT	5	6	6	1	10	8	14	6	3	59
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	2	2	0	0	2	8
KIDNAP - HOSTAGE/SHIELD OR REMOVAL/DELAY WITNE	0	0	0	0	0	0	1	0	0	1
MINOR IN POSSESSION	1	1	0	0	0	0	1	1	0	4
MISCELLANEOUS	13	20	16	21	8	8	9	26	13	134
MOTOR VEHICLE THEFT	22	19	9	22	17	19	14	16	8	146
NON CRIMINAL DOMESTIC DISTURBANCE	0	0	0	0	1	1	0	0	1	3
OTHER	3	1	3	5	4	4	4	3	2	29
PROPERTY - FOUND LOST MISLAID	3	3	1	2	0	0	2	0	1	12
PROPERTY RECOVER FOR OTHER AGENCY	1	0	1	1	0	0	1	0	1	5
PROSTITUTION - ENGAGE IN	0	1	0	0	0	0	0	0	0	1
PROSTITUTION - PROMOTE	0	1	0	0	0	0	0	0	0	1
RECKLESS DRIVING	3	3	7	6	3	3	10	6	7	48
RESTRAINING ORDER VIOLATION	3	2	1	2	3	2	0	1	0	14
ROBBERY - BUSINESS	3	1	0	2	1	0	2	2	0	11
ROBBERY - CAR JACKING	0	1	0	0	0	0	1	0	0	2
ROBBERY - OTHER	2	0	0	0	0	2	1	3	1	9

# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES

2022 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
ROBBERY - RESIDENCE	1	0	0	0	0	0	0	0	0	1
RUNAWAY	3	0	1	1	2	6	1	2	1	17
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	0	0	0	0	0	1	0	1	1	3
SEX CRIME - EXPOSER	0	0	0	0	0	0	1	0	1	2
SEX CRIME - FORCIBLE SODOMY	0	0	0	0	0	0	1	1	0	2
SEX CRIME - MOLEST (PHYSICAL)	0	0	5	2	2	3	0	1	1	14
SEX CRIME - NON FORCE SODOMY	0	0	0	0	0	0	0	1	0	1
SEX CRIME - NON-FORCE RAPE	4	1	0	0	0	0	0	1	0	6
SEX CRIME - OBSCENE PHONE CALL	0	0	0	0	0	0	1	1	0	2
SEX CRIME - OTHER	0	1	0	0	0	1	0	0	0	2
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	0	0	1	0	0	0	0	1
STALKER	0	0	0	1	2	1	2	2	0	8
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	0	1	0	1	1	1	0	0	4
SUICIDE	0	0	0	0	0	0	1	0	0	1
THEFT - BICYCLE	2	0	0	1	2	2	1	0	0	8
THEFT - BUILDING	2	1	2	1	4	4	0	2	6	22
THEFT - FROM MOTOR VEHICLE	31	15	17	12	14	13	9	14	11	136
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	0	2	1	3	2	6	5	3	7	29
THEFT - OTHER	10	12	8	8	7	12	11	9	11	88
THEFT - PICKPOCKET	0	1	0	0	1	0	1	1	3	7
THEFT - PURSE SNATCH	3	0	0	0	1	1	0	1	0	6
THEFT - SHOPLIFT	35	26	54	28	28	33	33	45	37	319
TRAFFIC VIOLATIONS	2	2	4	0	2	0	1	4	5	20
TRESPASS	5	15	2	4	3	5	3	8	8	53
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	7	1	0	1	2	0	2	8	4	25
VANDALISM	12	23	17	20	28	11	15	8	6	140
VEHICLE RECOVERD FOR OTHER AGENCY	4	3	0	2	1	1	2	3	2	18
WEAPON - CARRY CONCEALED	1	0	0	0	1	2	0	0	2	6
WEAPON - EX FELON IN POSSESSION	2	2	1	1	1	2	0	0	0	9
WEAPON - OTHER	0	0	1	0	0	0	0	0	0	1
WEAPON - POSSESS ILLEGAL	8	3	4	4	7	4	8	4	3	45
WEAPON - SHOOTING IN PROHIBITED AREA	6	2	2	1	2	1	3	4	2	23
ZONING ORDINANCE	0	0	0	0	0	0	0	0	1	1
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<b>2022 Total</b>	<b>333</b>	<b>275</b>	<b>283</b>	<b>277</b>	<b>277</b>	<b>282</b>	<b>296</b>	<b>311</b>	<b>278</b>	<b>2,612</b>
<b>2021 Total</b>	<b>259</b>	<b>213</b>	<b>257</b>	<b>262</b>	<b>273</b>	<b>330</b>	<b>338</b>	<b>270</b>	<b>322</b>	<b>2,524</b>
<b>2020 Total</b>	<b>307</b>	<b>322</b>	<b>249</b>	<b>278</b>	<b>361</b>	<b>376</b>	<b>336</b>	<b>329</b>	<b>332</b>	<b>2,890</b>



# Woodburn Police Department

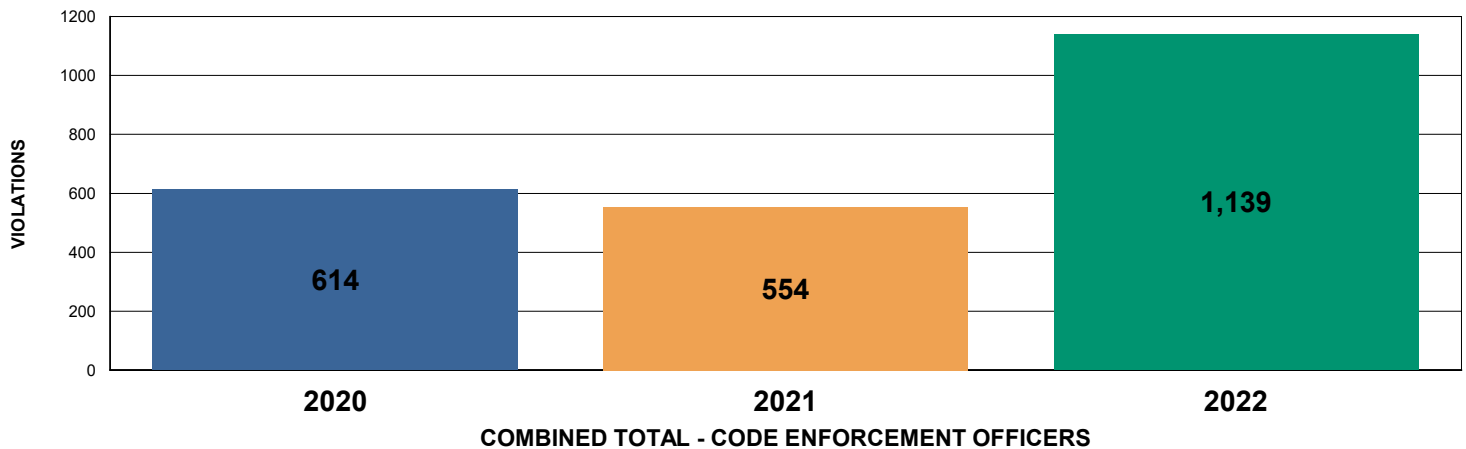
## ORDINANCE VIOLATIONS

### 2022 Year to Date

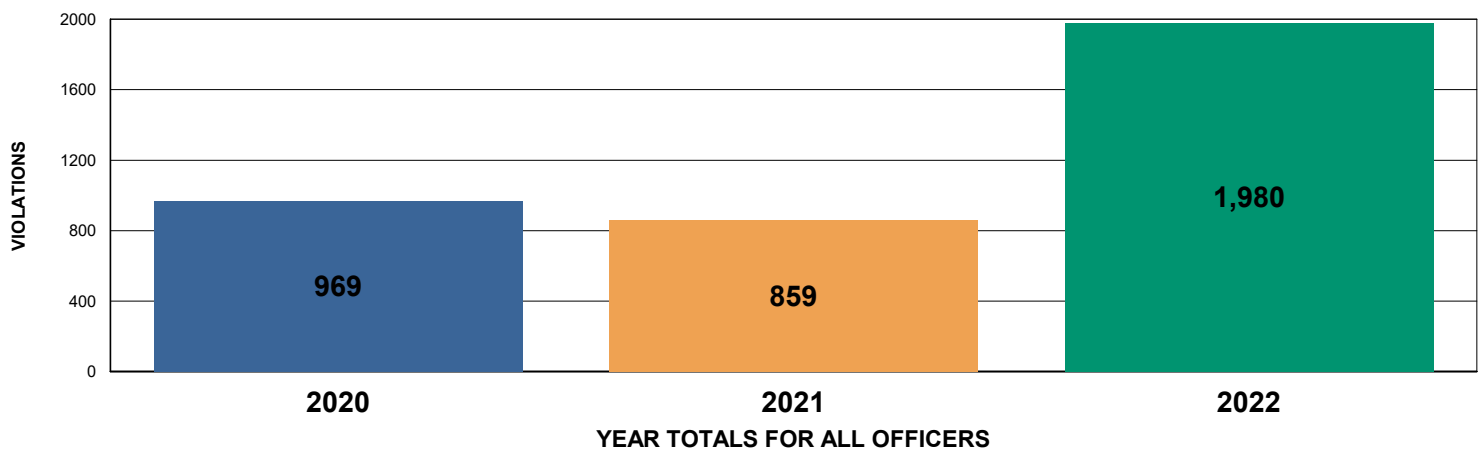
10/12/2022

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Animal Complaint	39	53	53	67	48	66	50	45	40	<b>461</b>
Ordiinance - Abate/Nuisances	2	5	11	6	3	0	1	1	0	<b>29</b>
Ordinance - Abandoned Vehicles	38	34	59	36	31	25	54	39	32	<b>348</b>
Ordinance - Abate Graffiti	13	48	18	38	14	15	5	8	3	<b>162</b>
Ordinance - Land Use Violations	1	0	0	0	0	0	0	0	0	<b>1</b>
Ordinance - Oth Violation	135	58	110	58	45	31	33	38	37	<b>545</b>
Ordinance - Tall Grass	1	0	0	1	241	83	67	41	0	<b>434</b>
<b>2022 Total</b>	<b>229</b>	<b>198</b>	<b>251</b>	<b>206</b>	<b>382</b>	<b>220</b>	<b>210</b>	<b>172</b>	<b>112</b>	<b>1,980</b>
<b>2021 Total</b>	<b>51</b>	<b>66</b>	<b>83</b>	<b>96</b>	<b>115</b>	<b>101</b>	<b>120</b>	<b>103</b>	<b>124</b>	<b>859</b>
<b>2020 Total</b>	<b>109</b>	<b>121</b>	<b>97</b>	<b>80</b>	<b>156</b>	<b>123</b>	<b>114</b>	<b>90</b>	<b>79</b>	<b>969</b>

### Ordinance Violations / Code Enforcement Officers



### Ordinance Violations / Year



October 24, 2022

TO: Honorable Mayor and Council through City Administrator

FROM: Anthony Turley, Finance Director

SUBJECT: **FY 2022-2023 Supplemental Budget Request for appropriation authority for two State Grant Awards approved by the City Council at the April 11, 2022 council meeting.**

**RECOMMENDATION:**

Adopt the Resolution authorizing increasing the Operating Revenue in the General Fund and Operating Expenditures by \$1,500,000 to account for the Business Oregon SPWF Grant of \$500,000 and the ODOT Immediate Opportunity Fund Grant of \$1,000,000.

**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 in excess of 15 percent of any fund's total expenditures, or supplemental budget changes in excess of 10 percent of any fund's total expenditures, require a public hearing to accept public testimony on the item under consideration.

Like the adopted budget, supplemental budget requests must be balanced; in other words, net revenue and net expense for the request must be equal. This can be accomplished by budgeting additional revenue or by reducing another expenditure category (such as contingencies).

**DISCUSSION:**

This supplemental budget request is necessary to address the appropriation of funds for the two grant awards as described below:

Business Oregon SPWF Grant: Business Oregon manages a Special Public Works Fund program that provides grants to municipally incorporated entities for development projects, including transportation infrastructure projects, where there is firm business commitment to create or retain traded-sector jobs (up to

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

\$5,000 per eligible job and not to exceed 85% of the project cost or \$500,000 per project). The City of Woodburn applied for and was awarded a Special Public Works Fund Grant and now desires to accept the funding award of \$500,000, which will be directed toward the Butteville Road Realignment Project.

ODOT Immediate Opportunity Fund Grant: The Oregon Department of Transportation (ODOT) manages an Immediate Opportunity Fund (IOF) to support primary economic development in Oregon through the construction and improvement of streets and roads. The City of Woodburn applied for and was awarded an ODOT Immediate Opportunity Fund Grant and now desires to accept the funding award of \$1,000,000, which will be directed toward the Butteville-219 Roundabout Project. Amazon estimates the costs of the complete infrastructure improvements will total \$7,937,050. With the \$500,000 SPWF funds to Butteville Road and \$1,000,000 ODOT IOF funds to the OR-219 roundabout, Amazon will invest the remaining balance of \$6,437,050 to the infrastructure improvements.

Staff recommends adding an additional \$1,500,000 to the General Fund's FY 2023 budget.

### **FINANCIAL IMPACT:**

If the resolution is approved, the following changes will be made:

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General - 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1 Grants	27,101,870	1,500,000	28,601,870	Grants	27,101,870	1,500,000	28,601,870
Revised Total Fund Resources			28,601,870	Revised Total Fund Requirements			28,601,870
Comments: State grants allocated to Butteville Rd. Realignment and Roundabout Construction projects.							

**COUNCIL BILL NO. 3197**

**RESOLUTION NO. 2198**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR FY 2022-2023**

**WHEREAS**, on June 13, 2022, the Woodburn City Council approved a Resolution adopting a budget for the fiscal year 2022-2023, wherein funds were appropriated; and

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

**WHEREAS**, ORS 294.471(1)(c) permits supplemental budgets when “funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period”; and

**WHEREAS**, Under ORS 294.471(3), a supplemental budget in which no fund changes more than 10% can be adopted at a regularly scheduled meeting of the governing body without a public hearing; and

**WHEREAS**, the supplemental budget contained herein and made pursuant to ORS 294.471, is a result of increases to the City's operating revenue in the General Funds of \$1,500,000, accounting for receipt of the Business Oregon SPWF Grant of \$500,000 and the ODOT Immediate Opportunity Fund Grant of \$1,000,000; and

**WHEREAS**, a regularly scheduled City Council meeting was held October 24, 2022 on the supplemental budget changes and notice of the meeting was published at least five days prior to the meeting, **NOW, THEREFORE**,

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

**Section 1.** That pursuant to the applicable ORS provisions cited above, the City Council hereby approves the transfers of appropriations and supplemental budget for FY 2022-23 in the amounts shown in the summary.

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General - 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1 Grants	27,101,870	1,500,000	28,601,870	Grants	27,101,870	1,500,000	28,601,870
Revised Total Fund Resources			28,601,870	Revised Total Fund Requirements			28,601,870
Comments: State grants allocated to Butteville Rd. Realignment and Roundabout Construction projects.							

Approved as to Form: \_\_\_\_\_  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_

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

Passed by the Council \_\_\_\_\_  
Submitted to the Mayor \_\_\_\_\_  
Approved by the Mayor \_\_\_\_\_  
Filed in the Office of the Recorder \_\_\_\_\_

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



## Agenda Item

October 24, 2022

TO: Honorable Mayor and City Council through City Administrator  
FROM: Tony Turley, Finance Director  
SUBJECT: **FY 2022-23 Transfer of Appropriations Request within General Fund**

### **RECOMMENDATION:**

Adopt a resolution authorizing up to \$750,000 transfer from the General Fund's Contingency to Non-Departmental category for a grant award to AWARE Food Bank for the reconstruction of their facility.

### **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 General Fund appropriations is less than 3 percent of the Fund's total budgeted expenditures.

### **DISCUSSION:**

#### General Fund (001): Contingency \$750,000

Authority is requested to move \$750,000 from Contingency to the Materials & Services category.

#### General Fund (001): Materials & Services \$750,000

The increase represents additional funds needed for the distribution of grant funds to the AWARE Food Bank.

At the time we were completing the FY 2022-23 budget for the City, we had received approval of an additional \$500,000 to the original award of \$250,000 of CDBG-CV funds for the AWARE Food Bank re-development project.

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



Where we were able to reflect the grant revenue into the budget, we did not get the corresponding expenses accounted for in the budget. This oversight was due to a multitude of reasons, one of which included discussion with Business Oregon regarding the use of the CDBG-CV funding. Business Oregon has been concerned that the proposed re-construction of the AWARE Food Bank building would be classified as a new construction rather than a re-construction by HUD based on the addition of approximately 800 sf to the size of the structure. If this was the case, Business Oregon was indicating that they would reverse the award of the additional \$500,000.

Since that time, however, the issue has been resolved and the City will receive the full \$750,000 for the AWARE Food Bank project and thus requires making an amendment to the adopted FY 2022-23 budget.

**FINANCIAL IMPACT:**

If the resolution is approved, \$750,000 will be transferred from the General Fund's Contingency to Materials & Services category. This transfer will not change the Fund's total budgeted expenditures.

SUMMARY OF PROPOSED BUDGET CHANGES								
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED								
General Fund 001								
Resource	Original	Change	Revised	Requirement	Original	Change	Revised	
1				Materials & Services	-	750,000	750,000	
2				Contingency		(750,000)	(750,000)	
Revised Total Fund Resources			-	Revised Total Fund Requirements			-	
Comments: Transfer of Contingency balance to Materials & Services								

COUNCIL BILL NO. 3198

RESOLUTION NO. 2199

**A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE GENERAL FUND FOR THE FISCAL YEAR 2022-2023**

**WHEREAS**, on June 13, 2022, the Woodburn City Council approved a Resolution adopting a budget for the fiscal year 2022-2023, 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 General Fund are needed for reconstruction of the Aware Food Bank facility located across the street from City Hall, **NOW, THEREFORE**,

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

**Section 1. Transfer of Appropriations.** The following Transfer of Appropriations within the General Fund for the 2022-2023 fiscal year is hereby approved:

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General Fund 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1				Materials & Services	-	750,000	750,000
2				Contingency		(750,000)	(750,000)
Revised Total Fund Resources			-	Revised Total Fund Requirements			-
Comments: Transfer of Contingency balance to Materials & Services							

Approved as to form: \_\_\_\_\_  
City Attorney Date

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

Passed by the Council \_\_\_\_\_  
Submitted to the Mayor \_\_\_\_\_  
Approved by the Mayor \_\_\_\_\_  
Filed in the Office of the Recorder \_\_\_\_\_

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



## *Agenda Item*

October 24, 2022

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

### **RECOMMENDATION:**

Authorize the City Administrator to enter into a purchase and sale agreement and transfer title of City owned property located at 11842 Chateau Dr. NE, Woodburn, OR 97071 to Severo Trapala by means of a Special Warranty Deed.

### **BACKGROUND:**

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

In August 2020, the City Council accepted an offer to sell the subject parcel for \$50,000. However, the buyer backed out and the sale never occurred.

Recently, Severo Trapala (Buyer) contacted the City and subsequently submitted an offer to purchase the subject property, which is located in the Chateau Ranchettes development, for \$45,000. The Marion County Assessor's Office has assigned the parcel a Real Market Value (RMV) of \$50,000. Staff believes the \$45,000 offered price is reasonable.

### **DISCUSSION:**

Utilizing American Recovery and Reinvestment Act (ARRA) funds received in 2009, the City extended municipal water service to the Shalimar, Driftwood, and Chateau Ranchettes mobile/ manufactured home developments. These projects were deemed necessary by the City, since the well water systems at all

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

three developments fell out of compliance with updated EPA standards. A component of the project in the Chateau Ranchettes development included the City decommissioning the existing drinking water well. The City purchased the site where the well existed prior to conducting the decommissioning efforts. Once the well was decommissioned, the parcel served no further public purpose, and was eventually declared surplus by the City Council.

**FINANCIAL IMPACT:**

The \$45,000 in proceeds from the sale will be receipted to the General Fund, which supports general City services, such as police, parks and the Library.

Enclosures:

Purchase and Sale Agreement

## PURCHASE & SALE AGREEMENT

This Purchase and Sale Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2022 ("Effective Date"), by and between the City of Woodburn, an Oregon municipal corporation ("Seller") and Severo Trapala, individuals ("Buyer") (collectively the "Parties").

### RECITALS

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

The Parties agrees as follows:

### AGREEMENT

#### 1. Purchase and Sale, Price, and Payment.

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

1.2. Purchase Price. Buyer shall pay the Seller the amount of forty-five thousand and 0/100 dollars (\$45,000.00) as consideration for purchase of the Property (the "Purchase Price").

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

#### 2. Escrow and Closing.

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

##### 2.2. Closing.

2.2.1 Closing Date. The consummation of the purchase and sale of the Property (the "Closing") will occur within ten (10) days after satisfaction or waiver of the Buyer's conditions to Closing set forth in Section 4.1 below, and no later than December 31, 2022. The term "Closing Date" means the date of Closing. The Closing will be conducted through escrow with the Escrow Agent (it being the intention of the Parties that all closing documentation and funds will be delivered to the Escrow Agent).

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

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

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

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

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

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

2.3 Risk of Loss. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date through Closing will be on Seller and thereafter will be on Buyer. Seller will immediately

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

3. Title.

3.1. Title Review.

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

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

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

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



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

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

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

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

#### 4. Conditions to Closing.

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

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

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

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

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

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

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

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

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

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

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

## 5. Representations and Warranties.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2. For Buyer: Severo Trapala, 1110 E Cleveland St, Woodburn, OR 97071.

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

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

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

*[SIGNATURES FOLLOW ON NEXT PAGES]*

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

SELLER:

CITY OF WOODBURN,  
an Oregon Municipal Corporation

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

\_\_\_\_\_  
Date

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MARION                )

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

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Notary Public  
My appointment expires: \_\_\_\_\_

BUYER:

Severo Trapala,  
individual

\_\_\_\_\_  
Severo Trapala

\_\_\_\_\_  
Date

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MARION                )

The foregoing instrument was acknowledged before me on this \_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Notary Public  
My appointment expires: \_\_\_\_\_

STATE OF OREGON                    )  
  ) ss.  
COUNTY OF MARION                )

The foregoing instrument was acknowledged before me on this \_\_ day of \_\_\_\_\_, 2020,  
by \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)  
Notary Public  
My appointment expires: \_\_\_\_\_

**EXHIBIT A**

Property Address:

11842 Chateau Drive, Woodburn, OR 97071

Property ID #:

545041

Map Tax Lot #:

051W04CD03000

Legal Description:

Chateau Ranchettes Block 2 Lot 11





## Agenda Item

October 24, 2022

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

FROM: Anthony Turley, Finance Director

SUBJECT: **Award a contract for Non-Discretionary Investment Advisory Services**

### **RECOMMENDATION:**

Award a Contract for Non-Discretionary Investment Advisory Services to PFM Asset Management LLC and *authorize the City Administrator to sign the Agreement.*

### **BACKGROUND:**

Woodburn has experienced significant growth over the past 3 years. This growth has impacted the City's cash and investment position. In September 2019, the total cash and investment balance for the City was approximately \$51 million, as of September 30, 2022, that balance has grown to over \$75 million. Historically, the City has utilized the Local Government Investment Pool (LGIP) for the majority of investment portfolio with the amount in excess of the LGIP limit put into Certificates of Deposit (CD's) at a local financial institution. Although CD's are very secure, access to the funds prior to maturity is restricted.

Prior to the adoption of a new investment policy, the City was limited in the duration, 18 months, and the types of instruments funds could be invested in. The new policy allows investments of up to three years and allows for a portion of the portfolio to be invested in investment grade corporate notes in addition to US agency securities.

With the expansion of the funds available for investment and the additional types of securities available to the City, having a professional investment advisor available to recommend an investment strategy and recommend individual investments will be beneficial. The City retains the final decision on all investments and the investments will be held by US Bank in the City's name.

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

The staff reviewed the RFP postings for two of our neighbor cities and found that the City of Salem RFP from 2018 included a cooperative purchasing clause that would allow Woodburn to “piggyback” on the competitive procurement process. Staff felt that this would expedite the process and allow the City to get an excellent fee structure.

**DISCUSSION:**

The City is currently experiencing rapid revenue growth in both fee activity from the construction of new development and increased property tax revenue. The impact on the City’s cash and investment funds has been dramatic. The need to diversify the investment portfolio to take advantage of increased rates of return and provide stability in the market is paramount. City staff does not have the time or training to manage the portfolio and perform the management functions required. Contracting with a professional investment advisor to provide non-discretionary investment services is the most effective method to maximize return on investment and ensure the investment policy of the City is followed.

**FINANCIAL IMPACT:**

The following fee structure is the same as that provided to the City of Salem in their contract. The anticipated fees for the City should range from \$30,000 to \$50,000 annually. The fees can be absorbed in the non-departmental Professional services budget in the general fund.

Average Assets under Advisement	Fee
Initial \$25 million	11 bps (0.11%)
Next \$25 million	9 bps (0.09%)
Next \$50 million	8 bps (0.08%)
Above \$100 million	7 bps (0.07%)

*Minimum annual fee of \$25,000.*

October 24, 2022

To: Honorable Mayor and City Council through City Administrator

From: Chris Kerr, Community Development Director *CK*

Subject: **Briefing on the Community Development Director's approval of a Design Review and Property Line Adjustment application package for AWARE Foodbank at 152 Arthur Street (DR 22-10 & PLA 22-06)**

**RECOMMENDATION:**

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

**BACKGROUND:**

The subject property, 152 Arthur St, consists of two legal lots totaling 0.23 acres in the Downtown Development and Conservation (DDC) zone. It was originally developed in 1910 with a commercial building. Marion-Polk Food Share Inc. purchased the property in 2012 for the AWARE Foodbank. A fire significantly damaged the building in August 2021, and it was later demolished in August 2022. The applicant applied for Property Line Adjustment (PLA) 22-06 to consolidate the two lots, and Design Review (DR) 22-10 to redevelop the AWARE Foodbank.



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