

COUNCIL MEETING MINUTES

NOVEMBER 14, 2022

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, NOVEMBER 14, 2022

CONVENED The meeting convened at 7:03 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, City Attorney Shields, Assistant City Administrator Row, Police Chief Pilcher, Public Works Director Stultz, Community Development Director Kerr, Finance Director Turley, Economic Development Director Johnk, Special Projects Director Wakely, Community Services Director Cuomo, Public Affairs and Communications Coordinator Moore, City Recorder Pierson

ANNOUNCEMENTS

Mayor Swenson announced that City Hall and the Library will be closed November 24 and 25 for the Thanksgiving Holiday and the Aquatic Center, and Transit Services will be closed on November 24.

PRESENTATION

Woodburn Masonic Lodge – John Donnelly, Master of the Woodburn Masonic Lodge 106, presented a plaque to the City of Woodburn and thanked the City for their work in the community. City Administrator Derickson provided information on the Masonic Lodge.

Pavement Maintenance Program – Public Works Director Stultz provided information to the Council on the Pavement Maintenance Program.

BUSINESS FROM THE PUBLIC

Ronald Allowitz, 1346 Princeton Rd., relayed his concerns on the traffic issues he sees on the residential streets in Senior Estates.

CONSENT AGENDA

- A. Woodburn City Council Meeting minutes of October 24, 2022,
- B. Liquor License Application for Super Mercado Las Tarascas,
- C. Liquor License Application for Woodburn Lanes,
- D. Building Activity for October 2022,
- E. Acceptance of a Public Utility Easement at 333 South Woodland Avenue from Do It Best Corporation (Tax Lot 052W110000101).

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

PARKS AND RECREATION MASTER PLAN UPDATE

Community Services Director Cuomo provided a staff report. Councilor Carney stated that he has concerns with the contract award being ambiguous and would like to see some separation of the costs.

COUNCIL MEETING MINUTES

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Carney/Cornwell...delay a decision on this particular item of the agenda until the first quarter of next year when we can get answers to the questions that have been asked tonight. On roll call vote the motion failed 2-4 with Councilors Puente, Schaub, Cabrales, and Cornwell voting nay. Councilor Cornwell stated that she would still like to have the contractor come to a meeting and breakdown what we are paying for.

Swanson/Cabrales... award a contract for the Parks and Recreation Master Plan Update Project to Conservation Technix Inc. in the amount of \$139,590.00 and authorize the City Administrator to execute the agreement and invite them to give a presentation to this Council and constituents some time in the near future. On roll call vote the motion passed 5-1 with Councilor Carney voting nay.

ADDITIONAL CONTINGENCY FUNDS FOR THE WEST HAYES STREET IMPROVEMENTS PROJECT

Public Works Director Stultz provided a staff report. **Carney/Swanson**... authorize an additional \$200,000 in contingency funds for the ongoing West Hayes Street Improvements Project. The motion passed unanimously.

BRIEFING ON THE COMMUNITY DEVELOPMENT DIRECTOR'S APPROVAL OF A PRELIMINARY PARTITION AND STREET EXCEPTION APPLICATION PACKAGE FOR 156 D STREET (PAR 22-02 & EXCP 22-05)

Council declined to call this item up.

BRIEFING ON THE PLANNING COMMISSION APPROVAL OF A VARIANCE APPLICATION FOR AWARE FOODBANK AT 152 ARTHUR STREET (VAR 22-10)

Council declined to call this item up.

BRIEFING ON THE PLANNING COMMISSION APPROVAL OF A DESIGN REVIEW, STREET EXCEPTION, AND VARIANCE APPLICATION PACKAGE FOR "WOODBURN APARTMENTS" AT 119 N. PACIFIC HWY (DR 22-05, EXCP 22-07, & VAR 22-06)

Council declined to call this item up.

CALL-UP BRIEFING: PLANNING COMMISSION DECISION ON A PLANNED UNIT DEVELOPMENT & SUBDIVISION APPLICATION PACKAGE FOR MILL CREEK MEADOWS AT 1490 BROWN ST (PUD 22-01 & SUB 22-01)

Council declined to call this item up.

CITY ADMINISTRATORS REPORT

The City Administrator reported that on late Thursday of last week the Department of Administrative Services notified the City that the \$15 million that was allocated by the legislation for Woodburn's Community Center Project would not be funded. He noted that a meeting to discuss this issue is scheduled with our representative and the Department of Administrative Services. He added that the City is going to work hard to make sure that the decisions being made by the State are being made correctly and fairly to the City of Woodburn.

COUNCIL REPORTS

Councilor Puente stated that it is exciting to see the updates taking place at Legion Park.

Councilor Schaub wished everyone a Happy Thanksgiving, reminded people to drive safe, and

COUNCIL MEETING MINUTES

NOVEMBER 14, 2022

stated that she is thankful for Woodburn and staff.

Councilor Swanson commended Pastor Luis on the soccer field at the church. She then questioned when affordable housing will come to Woodburn.

Councilor Cornwell stated that there was an article in the Woodburn Independent last week about the City hiring a consultant to handle the City's money and she wanted to clarify that the consultant was hired to help the City manage the money that is coming in and assist in investing that money. She added that there is a lot of holiday activity going on downtown and stated that she has concerns about some gentleman that loiter on the corner from morning until dark.

Councilor Cabrales stated that she was thankful for the speed sign that went up and wished everyone a Happy Holiday.

Mayor Swenson stated that he is heartened by tonight's discussions and added that he feels privileged to have been a part. He thanked Councilor Carney for his explanation at the last industrial roundtable on the role of the City Council. He thanked Councilors and staff and stated that he is grateful for the friendships that were created and will continue.

ADJOURNMENT

Carney/Swanson... move to adjourn. The motion passed unanimously. Mayor Swenson adjourned the meeting at 9:16 p.m.

APPROVED _____
FRANK LONERGAN, MAYOR

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



Agenda Item

December 12, 2022

TO: Honorable Mayor and City Council
FROM: N. Robert Shields, City Attorney
SUBJECT: **Appointment of Acting City Attorney**

RECOMMENDATION:

Appoint Assistant City Attorney, McKenzie Granum as Acting City Attorney for the period from December 23, 2022 until February 3, 2023.

BACKGROUND:

I will be on medical leave from December 23, 2022 to February 3, 2023. During this period, it would be advisable for the City Council to formally designate McKenzie Granum as Acting City Attorney. McKenzie is qualified and has the necessary skills to serve the City in this capacity.

FINANCIAL IMPACT:

This appointment is consistent with the FY2022-2023 Woodburn City Budget.



Agenda Item

December 12, 2022

TO: Honorable Mayor and City Council through City Administrator
FROM: Heather Pierson, City Recorder
SUBJECT: **Certified Election Results – November 8, 2022 General Election**

RECOMMENDATION:

Accept the certified results from Marion County Elections.

DISCUSSION:

Marion County Elections has provided the City with the certified results of ballots cast within the City on the following Mayor and Council positions and ballot measure number 24-467:

Mayor

Rick Puente	2,207
Frank J Lonergan	3,326
Dalia Leyva Lopez	1,000
Undervotes	744
Overvotes	0
Write-In	25

Councilor – Ward III

Robert Carney	517
Azanet Hayden	338
Undervotes	217
Overvotes	0
Write-In	12

Councilor – Ward IV

Sharon Schaub	996
Noemi Legaspi	612
Undervotes	408
Overvotes	0
Write-In	5

Councilor – Ward V

Mary Beth Cornwell	783
Juan Bravo	715
Undervotes	285
Overvotes	0
Write-In	5

24-467: Prohibits psilocybin-related businesses within the City of Woodburn

YES	4,295
NO	2,557
Undervotes	449
Overvotes	1
Write-in	0

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



Marion County
OREGON

COUNTY CLERK
Bill Burgess
(503) 588-3579
bburgess@co.marion.or.us

ADMINISTRATION
(503) 584-4785
Fax: (503) 373-4408

ELECTIONS
(503) 588-5041
Fax: (503) 588-5383
elections@co.marion.or.us

LICENSING AND RECORDING
(503) 588-5226
Fax: (503) 373-4408
recording@co.marion.or.us

STATE OF OREGON }
 } SS.
COUNTY OF MARION }

CERTIFICATE

I, Bill Burgess, Marion County Clerk and Chief Election Official of Marion County, being first duly sworn, do depose and say:

THAT the attached abstracts are the true and final tallies from Marion County for the November 8, 2022, General Election.

IN WITNESS HERETO I do set my hand this 5th day of December, 2022.

Bill Burgess
Marion County Clerk

City of Woodburn Cumulative Results

November 8, 2022 General Election
Ballot Tally

Run Time 1:27 PM
Run Date 12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters
7302 of 13410 = 54.45%

Precincts Reporting
6 of 6 = 100.00%

City of Woodburn, Mayor - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	7,302	13,410	54.45%

Choice	Party	Vote by Mail		Total	
Rick Puente		2,207	33.78%	2,207	33.78%
Frank J Lonergan		3,326	50.91%	3,326	50.91%
Dalia Leyva Lopez		1,000	15.31%	1,000	15.31%
Cast Votes:		6,533	100.00%	6,533	100.00%
Undervotes:		744		744	
Overvotes:		0		0	
Misc. write-in:		25		25	

City of Woodburn, Councilor, Ward 3 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,084	1,869	58.00%

Choice	Party	Vote by Mail		Total	
Robert Carney		517	60.47%	517	60.47%
Azanet Hayden		338	39.53%	338	39.53%
Cast Votes:		855	100.00%	855	100.00%
Undervotes:		217		217	
Overvotes:		0		0	
Misc. write-in:		12		12	

City of Woodburn, Councilor, Ward 4 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	2,021	2,968	68.09%

Choice	Party	Vote by Mail		Total	
Sharon Schaub		996	61.94%	996	61.94%
Noemi Legaspi		612	38.06%	612	38.06%
Cast Votes:		1,608	100.00%	1,608	100.00%
Undervotes:		408		408	
Overvotes:		0		0	
Misc. write-in:		5		5	

City of Woodburn Cumulative Results

November 8, 2022 General Election
Ballot Tally

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Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

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City of Woodburn, Councilor, Ward 5 - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
1	1	100.00%	1,788	3,038	58.85%

Choice	Party	Vote by Mail		Total	
Mary Beth Cornwell		783	52.27%	783	52.27%
Juan Bravo		715	47.73%	715	47.73%
Cast Votes:		1,498	100.00%	1,498	100.00%
Undervotes:		285		285	
Overvotes:		0		0	
Misc. write-in:		5		5	

24-467 - Prohibits psilocybin-related businesses within the City of Woodburn. - Vote for one

Precincts			Voters		
Counted	Total	Percent	Ballots	Registered	Percent
6	6	100.00%	7,302	13,410	54.45%

Choice	Party	Vote by Mail		Total	
YES		4,295	62.68%	4,295	62.68%
NO		2,557	37.32%	2,557	37.32%
Cast Votes:		6,852	100.00%	6,852	100.00%
Undervotes:		449		449	
Overvotes:		1		1	
Misc. write-in:		0		0	

*** End of report ***

Marion County, Oregon

General Election Official Ballot

11/8/2022

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City of Woodburn, Mayor - Vote for one

Precinct	Rick Puente	Frank J Lonergan	Dalia Leyva Lopez	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
815	294	381	144	819	127	0	5	951	951	2,022	47.03%
825	276	272	150	698	33	0	2	733	733	1,727	42.44%
835	313	535	128	976	105	0	3	1,084	1,084	1,869	58.00%
845	534	1,046	206	1,786	233	0	2	2,021	2,021	2,968	68.09%
855	552	790	259	1,601	180	0	7	1,788	1,788	3,038	58.85%
865	238	302	113	653	66	0	6	725	725	1,786	40.59%
Totals	2,207	3,326	1,000	6,533	744	0	25	7,302	7,302	13,410	54.45%

City of Woodburn Canvass
Results

November 8, 2022 General Election
Ballot Tally

Run Time
Run Date

1:29 PM
12/05/2022

Official Results

Registered Voters
Precincts Reporting

7302 of 13410 = 54.45%
6 of 6 = 100.00%

Marion County, Oregon

General Election Official Ballot

11/8/2022

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City of Woodburn, Councilor, Ward 3 - Vote for one

Precinct	Robert Carney		Azanet Hayden		Cast Votes		Undervotes		Overvotes		Misc. write-in		Vote by Mail Ballots Cast		Total Ballots Cast		Registered Voters		Turnout Percentage	
	835	517	338	855	217	0	12	1,084	1,084	1,869	58.00%									
Totals		517	338	855	217	0	12	1,084	1,084	1,869	58.00%									

City of Woodburn Canvass
Results

November 8, 2022 General Election
Ballot Tally

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Marion County, Oregon

General Election Official Ballot

11/8/2022

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City of Woodburn, Councilor, Ward 4 - Vote for one

Precinct	Sharon Schaub	Noemi Legaspi	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
845	996	612	1,608	408	0	5	2,021	2,021	2,968	68.09%
Totals	996	612	1,608	408	0	5	2,021	2,021	2,968	68.09%

City of Woodburn Canvass
Results

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Marion County, Oregon

General Election Official Ballot

11/8/2022

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City of Woodburn, Councilor, Ward 5 - Vote for one

Precinct	Mary Beth Cornwell	Juan Bravo	Cast Votes	Undervotes	Overvotes	Misc. write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
855	783	715	1,498	285	0	5	1,788	1,788	3,038	58.85%
Totals	783	715	1,498	285	0	5	1,788	1,788	3,038	58.85%

24-467 - Prohibits psilocybin-related businesses within the City of Woodburn. - Vote for one

Precinct	YES	NO	Cast Votes	Undervotes	Overvotes	Misc. Write-in	Vote by Mail Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
815	536	338	874	77	0	0	951	951	2,022	47.03%
825	427	273	700	33	0	0	733	733	1,727	42.44%
835	662	365	1,027	57	0	0	1,084	1,084	1,869	58.00%
845	1,243	635	1,878	142	1	0	2,021	2,021	2,968	68.09%
855	1,024	659	1,683	105	0	0	1,788	1,788	3,038	58.85%
865	403	287	690	35	0	0	725	725	1,786	40.59%
Totals	4,295	2,557	6,852	449	1	0	7,302	7,302	13,410	54.45%

City of Woodburn Canvass
Results

November 8, 2022 General Election
Ballot Tally

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1:29 PM

Run Date

12/05/2022

Marion County, Oregon

General Election Official Ballot

11/8/2022

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Official Results

Registered Voters

7302 of 13410 = 54.45%

Precincts Reporting

6 of 6 = 100.00%

*** End of report ***

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES

2022 Year to Date

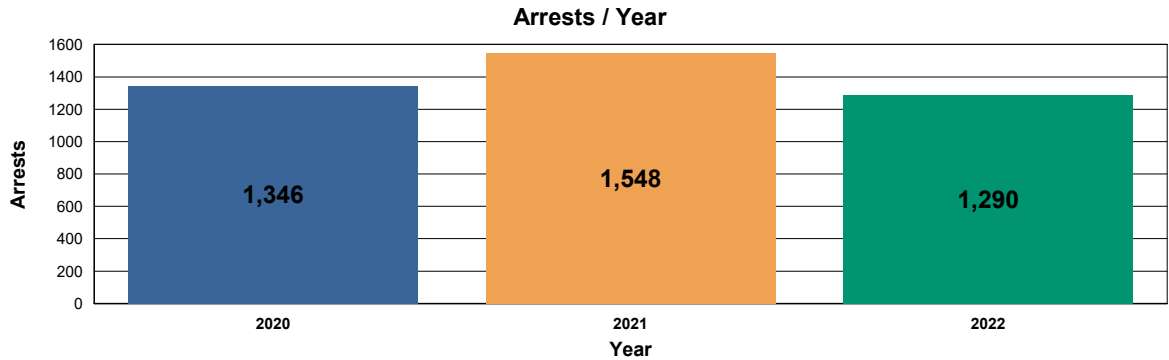
CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
AGGRAVATED ASSAULT	5	0	0	10	2	6	3	2	6	2	36
ANIMAL CRUELTY	0	0	0	0	0	0	1	0	2	0	3
ANIMAL ORDINANCES	2	9	2	7	4	3	0	3	2	1	33
ARSON	0	0	0	0	0	0	1	0	2	0	3
ASSAULT SIMPLE	8	7	8	11	12	13	11	11	9	6	96
ATTEMPTED MURDER	0	0	0	0	2	0	0	0	0	0	2
BURGLARY - BUSINESS	2	2	0	0	0	0	0	0	1	1	6
BURGLARY - RESIDENCE	2	1	0	0	0	2	1	0	1	0	7
CHILD NEGLECT	0	0	1	0	0	0	1	0	0	0	2
CRIME DAMAGE-NO VANDALISM OR ARSON	3	6	1	1	2	4	1	2	3	0	23
CURFEW	0	1	0	0	0	0	0	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	2	3	1	1	1	20
DISORDERLY CONDUCT	5	2	1	3	4	6	1	3	8	7	40
DRIVING UNDER INFLUENCE	6	8	7	11	9	6	14	8	6	4	79
DRUG LAW VIOLATIONS	2	0	3	3	1	5	0	0	1	0	15
DWS/REVOKED - FELONY	0	0	0	0	0	2	0	0	0	1	3
DWS/REVOKED-MISDEMEANOR	4	2	2	1	1	2	5	0	2	1	20
ELUDE	1	2	0	2	0	0	0	1	2	0	8
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1	0	0	0	1	3
EXTORTION/BLACKMAIL	0	0	0	0	0	0	1	0	1	0	2
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	0	0	0	0	0	1
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	0	0	1
FORCIBLE RAPE	0	0	0	2	0	0	0	0	0	1	3
FORGERY/COUNTERFEITING	1	0	0	0	0	0	0	0	0	1	2
FRAUD - BY DECEPTION/FALSE PRETENSES	0	1	5	0	0	1	0	1	0	0	8
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	0	0	0	3	1	1	0	0	0	0	5
FRAUD - OF SERVICES/FALSE PRETENSES	0	2	0	0	0	0	0	0	0	0	2
FUGITIVE ARREST FOR ANOTHER AGENCY	43	38	37	29	30	22	32	36	35	18	320
HIT AND RUN FELONY	0	0	0	0	0	0	1	0	0	0	1
HIT AND RUN-MISDEMEANOR	1	3	5	2	2	4	4	1	0	0	22
IDENTITY THEFT	1	0	0	0	0	1	0	1	0	0	3
INTIMIDATION /OTHER CRIMINAL THREAT	8	7	6	3	2	7	10	4	2	3	52
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	0	2	0	0	0	0	4
MINOR IN POSSESSION	1	1	0	0	1	0	1	1	0	0	5
MISCELLANEOUS	0	0	4	0	0	0	0	0	0	0	4
MOTOR VEHICLE THEFT	3	2	3	1	6	0	2	0	0	1	18
OTHER	2	0	1	6	2	4	3	2	1	2	23
PROPERTY RECOVER FOR OTHER AGENCY	2	0	0	0	0	0	0	0	0	0	2
PROVIDE FALSE INFORMATION TO LAW ENFORCEMENT	1	0	0	2	0	1	1	0	1	0	6
RECKLESS DRIVING	2	3	5	4	3	2	9	4	6	4	42
RECKLESSLY ENDANGERING	2	0	1	0	3	1	5	1	1	1	15
RESTRAINING ORDER VIOLATION	2	1	1	2	2	1	0	0	0	0	9
ROBBERY - BUSINESS	1	1	0	0	0	0	0	1	0	0	3
ROBBERY - CAR JACKING	0	1	0	0	0	0	1	0	0	0	2
ROBBERY - CONV.STORE	0	0	0	0	0	0	0	1	0	0	1
ROBBERY - OTHER	1	0	0	0	0	0	0	0	1	0	2
ROBBERY - RESIDENCE	1	0	0	0	0	0	0	0	0	0	1
RUNAWAY	1	0	0	0	1	1	1	1	1	0	6
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	0	0	0	0	0	1	0	0	2
SEX CRIME - EXPOSER	0	0	0	0	0	0	1	0	0	0	1
SEX CRIME - MOLEST (PHYSICAL)	0	0	2	1	0	1	0	0	0	0	4
SEX CRIME - NON FORCE SODOMY	0	0	0	0	0	0	0	1	0	0	1
SEX CRIME - NON-FORCE RAPE	1	0	0	1	0	0	0	1	0	0	3

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES 2022 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
SEX CRIME - OTHER	0	1	0	0	0	0	0	0	0	0	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	1	0	0	0	0	0	0	0	1
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	1	0	4	0	0	0	1	0	0	0	6
THEFT - BICYCLE	0	0	0	0	0	0	1	0	0	0	1
THEFT - BUILDING	2	1	1	0	2	0	0	0	0	0	6
THEFT - FROM MOTOR VEHICLE	1	0	0	0	0	0	0	0	0	0	1
THEFT - OTHER	4	0	3	2	0	1	1	1	2	1	15
THEFT - PICKPOCKET	0	0	0	0	1	1	0	0	0	0	2
THEFT - SHOPLIFT	13	2	3	5	9	6	4	15	9	3	69
TRAFFIC VIOLATIONS	1	2	0	0	0	0	0	4	2	2	11
TRESPASS	3	45	3	2	4	4	3	6	8	2	80
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	2	0	1	0	0	1	0	0	0	1	5
VANDALISM	2	38	4	1	2	3	1	1	2	0	54
VEHICLE RECOVERD FOR OTHER AGENCY	0	0	0	0	0	0	0	1	0	0	1
WEAPON - CARRY CONCEALED	1	0	0	0	0	3	0	1	1	0	6
WEAPON - EX FELON IN POSSESSION	2	2	1	1	0	1	0	1	0	0	8
WEAPON - OTHER	0	0	1	0	0	0	0	0	0	0	1
WEAPON - POSSESS ILLEGAL	7	3	3	5	6	2	6	3	6	1	42
WEAPON - SHOOTING IN PROHIBITED AREA	2	0	0	0	0	0	0	0	0	0	2
WILLFUL MURDER	0	0	0	0	0	0	0	1	0	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
2022 Total	158	200	124	124	115	124	131	123	125	66	1,290
2021 Total	173	97	81	272	134	173	207	132	171	108	1548
2020 Total	161	139	105	133	149	153	109	144	138	115	1346



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2022 Year to Date

CHARGE DESCRIPTION	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
AGGRAVATED ASSAULT	5	0	3	5	4	10	5	6	4	4	46
ANIMAL CRUELTY	0	0	0	0	0	1	1	0	2	0	4
ANIMAL ORDINANCES	2	5	3	6	4	3	0	3	2	1	29
ARSON	0	0	0	1	0	0	3	1	2	0	7
ASSAULT SIMPLE	17	11	12	13	24	18	21	23	19	9	167
ATTEMPTED MURDER	0	0	0	0	1	0	0	0	0	0	1
BURGLARY - BUSINESS	4	1	0	1	1	2	0	0	3	1	13
BURGLARY - OTHER STRUCTURE	1	0	0	1	0	1	0	1	0	0	4
BURGLARY - RESIDENCE	3	2	0	0	0	3	1	4	0	2	15
CHILD NEGLECT	0	0	1	0	0	0	1	1	0	0	3
CRIME DAMAGE-NO VANDALISM OR ARSON	18	9	6	15	4	8	10	11	16	3	100
CRIMINAL MISTREATMENT	0	0	1	0	0	0	0	0	1	0	2
CURFEW	0	1	0	0	0	0	0	0	0	0	1
CUSTODY - MENTAL	2	4	3	2	1	2	3	1	1	1	20
DISORDERLY CONDUCT	4	3	2	3	7	8	4	6	7	6	50
DRIVING UNDER INFLUENCE	6	8	7	11	9	6	15	8	6	4	80
DRUG LAW VIOLATIONS	2	0	2	3	1	2	0	1	2	0	13
DWS/REVOKED - FELONY	0	0	0	1	0	2	0	0	0	1	4
DWS/REVOKED-MISDEMEANOR	4	2	2	2	1	2	5	1	1	1	21
ELUDE	6	1	1	4	2	1	3	4	3	2	27
EMBEZZLEMENT	0	0	0	0	0	0	0	0	1	0	1
ESCAPE FROM YOUR CUSTODY	0	0	1	0	0	1	0	0	0	1	3
EXPLOSIVES	0	0	0	0	0	0	1	0	0	0	1
EXTORTION/BLACKMAIL	0	0	0	0	0	0	2	4	0	0	6
FAIL TO DISPLAY OPERATORS LICENSE	0	0	0	1	0	0	0	0	0	0	1
FAILURE TO REGISTER AS SEX OFFENDER	0	0	0	0	0	0	0	1	0	0	1
FORCIBLE RAPE	2	0	4	2	3	2	0	2	0	0	15
FORGERY/COUNTERFEITING	2	2	2	1	5	4	2	3	4	1	26
FRAUD - BY DECEPTION/FALSE PRETENSES	2	4	8	9	3	7	6	2	8	0	49
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	3	2	0	4	4	1	3	4	4	0	25
FRAUD - IMPERSONATION	0	1	2	1	2	0	0	0	0	0	6
FRAUD - OF SERVICES/FALSE PRETENSES	1	2	0	0	0	0	0	0	0	0	3
FRAUD - WIRE	0	0	0	0	1	0	0	1	2	0	4
FRAUD-OTHER	0	0	0	1	0	0	0	0	0	0	1
FUGITIVE ARREST FOR ANOTHER AGENCY	25	22	28	18	19	15	24	23	24	11	209
GARBAGE LITTERING	0	0	1	0	0	0	0	0	0	0	1
HIT AND RUN FELONY	1	0	1	1	2	1	1	1	0	0	8
HIT AND RUN-MISDEMEANOR	23	21	27	15	14	20	20	10	14	3	167
IDENTITY THEFT	3	3	2	4	2	2	3	1	1	1	22
INTIMIDATION /OTHER CRIMINAL THREAT	5	6	6	1	10	8	14	6	3	1	60
INVASION OF PERSONAL PRIVACY	0	0	0	0	0	1	0	0	0	0	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	0	2	0	0	2	2	0	0	2	0	8
KIDNAP - HOSTAGE/SHIELD OR REMOVAL/DELAY WITNE	0	0	0	0	0	0	1	0	0	0	1
MINOR IN POSSESSION	1	1	0	0	0	0	1	1	0	0	4
MISCELLANEOUS	13	20	16	21	8	8	9	26	13	4	138
MOTOR VEHICLE THEFT	22	19	9	22	17	19	14	16	8	5	151
NON CRIMINAL DOMESTIC DISTURBANCE	0	0	0	0	1	1	0	0	1	0	3
OTHER	3	1	3	5	4	4	4	3	2	2	31
PROPERTY - FOUND LOST MISLAID	3	3	1	2	0	0	2	0	1	0	12
PROPERTY RECOVER FOR OTHER AGENCY	1	0	1	1	0	0	1	0	1	0	5
PROSTITUTION - ENGAGE IN	0	1	0	0	0	0	0	0	0	0	1
PROSTITUTION - PROMOTE	0	1	0	0	0	0	0	0	0	0	1
RECKLESS DRIVING	3	3	7	6	3	3	10	6	7	6	54
RESTRAINING ORDER VIOLATION	3	2	1	2	3	2	0	1	0	1	15
ROBBERY - BUSINESS	3	1	0	2	1	0	2	2	0	0	11
ROBBERY - CAR JACKING	0	1	0	0	0	0	1	0	0	0	2
ROBBERY - OTHER	2	0	0	0	0	2	1	3	1	0	9

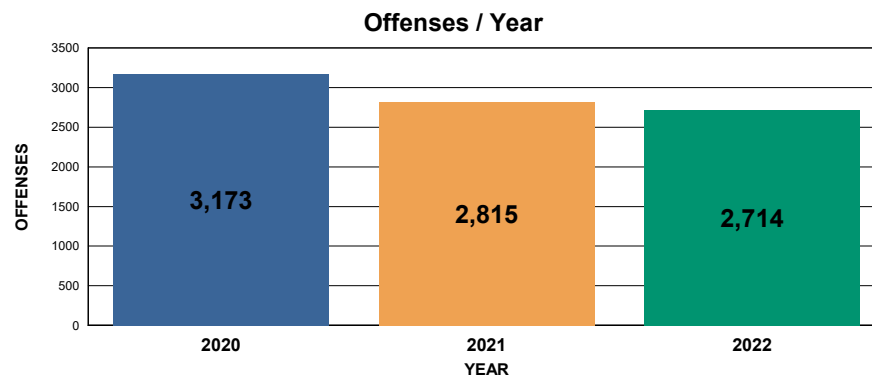
Woodburn Police Department

MONTHLY CRIMINAL OFFENSES

2022 Year to Date

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
ROBBERY - RESIDENCE	1	0	0	0	0	0	0	0	0	0	1
RUNAWAY	3	0	1	1	2	6	1	2	1	0	17
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	0	0	0	0	0	1	0	1	1	0	3
SEX CRIME - EXPOSER	0	0	0	0	0	0	1	0	1	0	2
SEX CRIME - FORCIBLE SODOMY	0	0	0	0	0	0	1	1	0	0	2
SEX CRIME - MOLEST (PHYSICAL)	0	0	5	2	2	3	0	1	1	0	14
SEX CRIME - NON FORCE SODOMY	0	0	0	0	0	0	0	1	0	0	1
SEX CRIME - NON-FORCE RAPE	4	1	0	0	0	0	0	1	0	0	6
SEX CRIME - OBSCENE PHONE CALL	0	0	0	0	0	0	1	1	0	0	2
SEX CRIME - OTHER	0	1	0	0	0	1	0	0	0	0	2
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	0	0	0	0	0	0	0	0	0	1	1
SEX CRIME - SEXUAL ASSAULT WITH AN OBJECT	0	0	0	0	1	0	0	0	0	0	1
STALKER	0	0	0	1	2	1	2	2	0	0	8
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	0	0	1	0	1	1	1	0	0	1	5
SUICIDE	0	0	0	0	0	0	1	0	0	0	1
THEFT - BICYCLE	2	0	0	1	2	2	1	0	0	0	8
THEFT - BUILDING	2	1	2	1	4	4	0	2	6	1	23
THEFT - FROM MOTOR VEHICLE	31	15	17	12	14	13	9	14	11	1	137
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	0	2	1	3	2	6	5	3	7	1	30
THEFT - OTHER	10	12	8	8	7	12	11	9	11	7	95
THEFT - PICKPOCKET	0	1	0	0	1	0	1	1	3	0	7
THEFT - PURSE SNATCH	3	0	0	0	1	1	0	1	0	0	6
THEFT - SHOPLIFT	35	26	54	28	28	33	33	45	37	7	326
TRAFFIC VIOLATIONS	2	2	4	0	2	0	1	4	5	2	22
TRESPASS	5	15	2	4	3	5	3	8	8	2	55
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	7	1	0	1	2	0	2	8	4	1	26
VANDALISM	12	23	17	20	28	11	15	8	6	5	145
VEHICLE RECOVERD FOR OTHER AGENCY	4	3	0	2	1	1	2	3	2	0	18
WEAPON - CARRY CONCEALED	1	0	0	0	1	2	0	0	2	0	6
WEAPON - EX FELON IN POSSESSION	2	2	1	1	1	2	0	0	0	0	9
WEAPON - OTHER	0	0	1	0	0	0	0	0	0	0	1
WEAPON - POSSESS ILLEGAL	8	3	4	4	7	4	8	4	3	2	47
WEAPON - SHOOTING IN PROHIBITED AREA	6	2	2	1	2	1	3	4	2	0	23
ZONING ORDINANCE	0	0	0	0	0	0	0	0	1	0	1

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
2022 Total	333	275	283	277	277	282	296	311	278	102	2,714
2021 Total	259	213	257	262	273	330	338	270	322	291	2,815
2020 Total	307	322	249	278	361	376	336	329	332	283	3,173



Woodburn Police Department

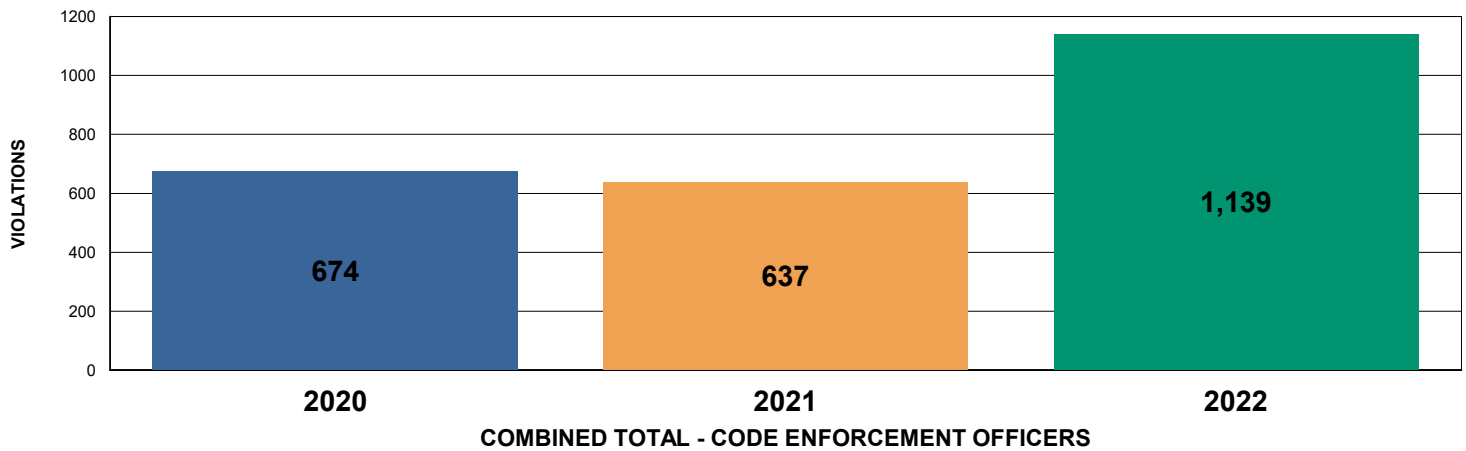
ORDINANCE VIOLATIONS

2022 Year to Date

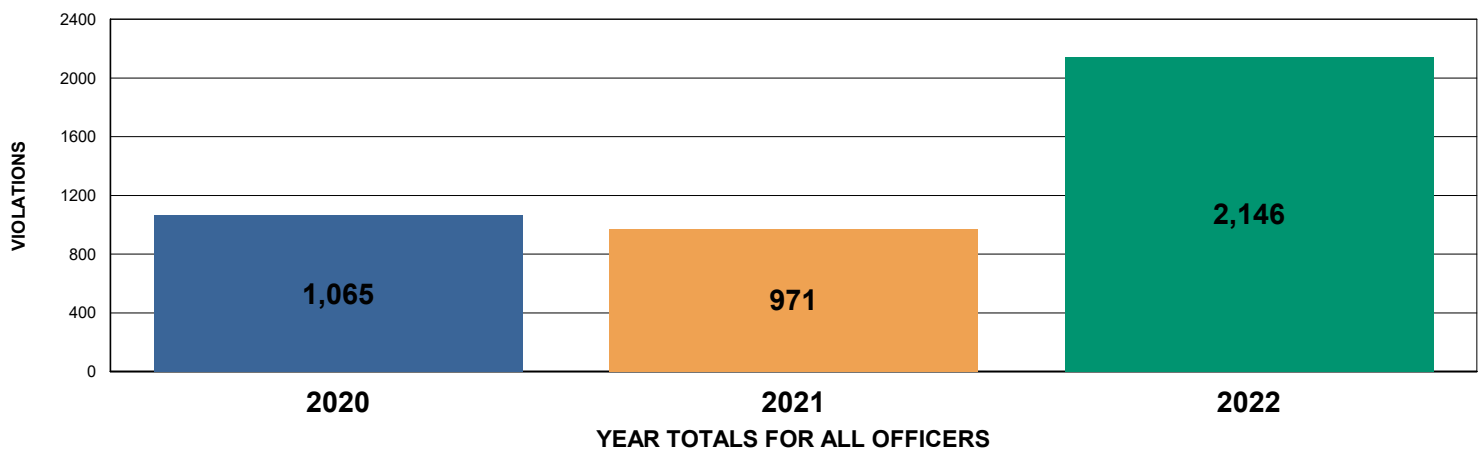
11/17/2022

Ordinance Discription	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Total
Animal Complaint	39	53	53	67	48	66	50	45	40	58	519
Ordiinance - Abate/Nuisances	2	5	11	6	3	0	1	1	0	1	30
Ordinance - Abandoned Vehicles	38	34	59	36	31	25	54	39	32	39	387
Ordinance - Abate Graffiti	13	48	18	38	14	15	5	8	3	19	181
Ordinance - Land Use Violations	1	0	0	0	0	0	0	0	0	0	1
Ordinance - Oth Violation	135	58	110	58	45	31	33	38	37	48	593
Ordinance - Tall Grass	1	0	0	1	241	83	67	41	0	1	435
2022 Total	229	198	251	206	382	220	210	172	112	166	2,146
2021 Total	51	66	83	96	115	101	120	103	124	112	971
2020 Total	109	121	97	80	156	123	114	90	79	96	1,065

Ordinance Violations / Code Enforcement Officers



Ordinance Violations / Year



CITY OF WOODBURN
Community Development Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: December 1, 2022

To: Chris Kerr, Community Development Director

From: Melissa Gitt, Building Official

Subject: Building Activity for November 2022

	2020		2021		2022	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	1	\$316,035	2	\$580,902	0	\$0
Multi-Family Residential	1	\$887,995	1	\$1,599,501	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	8	\$99,093	3	\$76,004	18	\$101,963
Industrial	0	\$0	0	\$0	0	\$0
Commercial	5	\$52,117	3	\$1,083,104	3	\$1,954,100
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	15	\$1,355,240	9	\$3,339,511	21	\$2,056,063
Fiscal Year to Date (July 1 – June 30)		\$8,099,656		\$50,841,594		\$48,585,596

- Totals represent permit valuation



Agenda Item

December 12, 2022

TO: Honorable Mayor and City Council through City Administrator
FROM: Brian Miles, IT Manager
SUBJECT: **FY 2022-23 Transfer of Appropriations Request within the Information Technology Fund**

RECOMMENDATION:

Adopt the resolution authorizing a transfer of up to \$110,000 from the Information Technology Fund's Contingency to the Capital Outlay category.

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 Information Technology Fund appropriations is 6 percent of the Fund's total budgeted expenditures.

DISCUSSION:

Information Technology Fund (568): Contingency \$110,000

Authority is requested to move \$110,000 from Contingency to the Capital Outlay category.

Information Technology Fund (568): Capital Outlay \$110,000

The increase represents additional funds needed for the IT Department's networking equipment. Due to supply chain disruptions and shortages, there is a long lead-time to receive the equipment, currently 281 days from the order date. While the equipment funds will be budgeted and likely expended next fiscal year (FY23/24), because of the long lead-time, it is important to place the order this

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

fiscal year. To comply with Oregon budget law, a transfer of appropriation must be authorized before placing the order.

FINANCIAL IMPACT:

If the resolution is adopted, \$110,000 will be transferred from the Information Technology Fund's Contingency to the Capital Outlay expenditure category. This transfer will not change the Fund's total budgeted expenditures.

Information Technology Fund (568)	Budget Appropriation	Transfers In (Out)	Revised Appropriation
<u>Expenditures</u>			
Capital Outlay	\$ 60,000	\$ 110,000.00	\$ 170,000
Contingencies & Reserve	\$ 538,800	\$ (110,000.00)	\$ 428,800

COUNCIL BILL NO. 3200

RESOLUTION NO. 2201

A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE INFORMATION TECHNOLOGY 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 Information Technology Fund are needed for upgrading networking equipment that has reached its useful end of life. Because of a supply disruptions and long lead times, it is important to order this equipment as soon as possible, **NOW THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

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

Information Technology Fund (568)	Budget Appropriation	Transfers In (Out)	Revised Appropriation
<u>Expenditures</u>			
Capital Outlay	\$ 60,000	\$ 110,000.00	\$ 170,000
Contingencies & Reserve	\$ 538,800	\$ (110,000.00)	\$ 428,800

Approved as to form: _____
City Attorney Date

Approved: _____
Frank Lonergan, 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

December 12, 2022

TO: Honorable Mayor and City Council
FROM: Scott C. Derickson, City Administrator
SUBJECT: **Oregon Mayors Association's Taskforce on Homelessness**

RECOMMENDATION:

Consider the adoption of Resolution 2202.

BACKGROUND/DISCUSSION:

Last May, the Oregon Mayors Association (OMA) formed a Taskforce on Homelessness consisting of 25 mayors from cities all across Oregon with the goal of creating a plan to humanely and timely address the homelessness crisis in Oregon in partnership with the State of Oregon and its 241 cities. The OMA's proposal will allow for the establishment and expansion of local, community-based responses that provide immediate shelter, and needed services for unhoused Oregonians.

During the 2023 Legislative session, OMA will propose two separate, yet parallel budget proposals: (1) a budget package which provides direct allocation to cities for homelessness response and prevention services; and (2) a budget package that provides for capital improvement funding for cities.

Under the direct allocation of the funding portion of OMA's proposal, each city will be allocated \$40 per-resident, per the most current population estimates issued by Portland State University. Under this methodology, Woodburn would annually receive in excess of \$1 Million to be used to address homelessness in our community, should the Legislature approve OMA's proposal.

OMA and the League of Oregon Cities is asking their membership to consider adopting the attached resolution in support of the upcoming 2023 legislative effort.

For further detailed information, please find the attached:

- Proposed Resolution

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

- December 7, 2022, LOC Email – Partnership Needed to Solve Statewide Homelessness Emergency
- October 18, 2022 Memorandum from OMA
- OMA Taskforce on Homelessness

FINANCIAL IMPACT:

There is no financial impact at this time.

Scott Derickson

From: Angela Speier <aspeier@orcities.org>
Sent: Wednesday, December 7, 2022 4:23 PM
To: Angela Speier
Subject: Partnership Needed to Solve Statewide Homelessness Emergency

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

Good afternoon,

Please consider joining the 90+ cities who have committed their support for the OMA Homelessness Taskforce's budget proposals! On Tuesday, October 18 I sent you an email asking if your city would like to partner with the LOC and the Oregon Mayors Association (OMA) in support of two separate, yet parallel, budget proposals during the 2023 Legislative Session: (1) a budget package which provides direct allocation to cities for homelessness response and prevention services; and (2) a budget package that provides capital improvement funding for cities. Under the direct allocation it is proposed that each city would be allocated \$40 per resident and in no instance would an incorporated city receive less than \$50,000 in direct funding. The proposal would also provide cities the ability to elect to use the funds for their own homelessness response and prevention services, or to redirect their funds to community partners who are providing homelessness response and prevention services in your community.

In addition to the direct allocations, the proposal requires a meaningful allocation from the state for coordinated capital construction investments for specific shelter and transitional housing projects, statewide. It is expected that a final dollar amount for needed capital construction investments will equal between \$125 to \$175 million. The OMA is seeking information from Oregon cities about any needs they may have for capital construction investments from the state in their local responses to addressing the homelessness crisis.

The OMA Homelessness Taskforce and the OMA Board of Directors seek the support of Oregon's 241 cities for the above-described proposal. In an effort to present the legislature and Governor-Elect Kotek with a truly coordinated and collaborative proposal, the OMA hopes to submit its legislative request with as many city partners as possible. To explain the statewide nature of this crisis, the League of Oregon Cities (LOC), in partnership with the OMA, has secured the services of a communications specialist to work directly with cities interested in supporting the OMA proposal. The communications specialist will work directly with your city to develop a one-page document that outlines your unique experience with homelessness, and how the funding proposed by the OMA would help you respond to, or even prevent, homelessness in their community. Work performed by the consultant in support of the OMA proposal will be paid for by the LOC.

If your city is interested in supporting this proposal, please let me know as soon as possible and provide me with a list of any capital project funding your city needs to address or prevent homelessness. We are compiling a list of all capital project needs to submit as part of one comprehensive funding package. Some cities have submitted things like "\$250,000 for portable showers/toilets" or "\$2.5 million to build a navigation center."

If you or your city council has any questions or would like to talk to LOC staff about this proposal in greater detail, please let me know. We would be happy to set up a meeting if you think it would be helpful.

Thank you for your consideration.

Angela



To convene, network, train, and empower Mayors

MEMORANDUM

To: Mayors and Chief Executive Officers of Region 3
From: The Oregon Mayors Association
Date: October 18, 2022
Re: Partnership Needed to Solve Statewide Homelessness Emergency

This past May, the Oregon Mayors Association (OMA) formed a Taskforce on Homelessness. Twenty-five mayors, representing cities of all sizes from around the state, studied Oregon's homelessness crisis. And while the crisis may seem insurmountable, given that the symptoms and solutions look different between urban and rural communities and vary based on a city's size, geography and available service providers, local government leaders have developed a solution to Oregon's crisis of the unhoused.

The OMA Homelessness Taskforce's plan to humanely and timely address the homelessness crisis in Oregon is a partnership between the State of Oregon and its 241 cities. This partnership will allow for the establishment and expansion of local, community-based responses that provide immediate shelter, needed services, and secure safety for unhoused Oregonians. During the 2023 Legislative session, the OMA will *propose* two separate, yet parallel, budget proposals: (1) a budget package which provides direct allocation to cities for homelessness response and prevention services; and (2) a budget package that provides capital improvement funding for cities.

Direct Allocation

A direct allocation of funding from the state to each incorporated city in Oregon for cities to use in their homelessness response and prevention services is being proposed by the OMA.

- It is proposed that each city will be allocated funds in an amount equal to \$40 per resident, in accordance with the latest official population estimates from Portland State University.
- The proposal requires that in no instance will an incorporated city receive less than \$50,000 in direct funding.
- OMA's proposal provides cities the ability to elect to use the funds for their own homelessness response and prevention services, or to redirect their funds to community partners who are required to use the funds for homelessness response and prevention services.

OMA's proposal states that funds must be used for homelessness response and prevention services, which may include:

- Abatement/clean-up
- Environmental mitigation
- Affordable housing
- Capital construction or improvement costs related to homelessness or affordable housing measures
- Community resource officers
- Education and outreach
- Food bank assistance
- Shelter and/or transitional housing
- Hygiene stations
- Operation costs
- Outreach workers
- Prevention

With a \$50,000 guarantee for all cities, and a \$40.00 per resident multiplier in place, based on the April 19, 2022, PSU population estimates, the total amount requested would equal \$123,575,800.00 annually.

For cities located in Region 3, a \$40 per resident allocation equates to an annual allocation of the dollar amounts denoted below:

- Amity - \$72,360
- Aumsville - \$169,480
- Aurora - \$50,000
- Carlton - \$90,800
- Dallas - \$692,800
- Dayton - \$107,920
- Detroit - \$50,000
- Donald - \$50,000
- Dundee - \$129,720
- Falls City - \$50,000
- Gates - \$50,000
- Gervais - \$103,840
- Hubbard - \$139,120
- Idanha - \$50,000
- Independence - \$403,240
- Jefferson - \$133,560
- Keizer - \$1,578,320
- Lafayette - \$177,840
- Lyons - \$50,000
- McMinnville - \$1,370,040
- Molalla - \$408,280
- Monmouth - \$445,680
- Mt. Angel - \$136,720
- Newberg - \$1,015,040
- Salem - \$7,107,760
- Scotts Mills - \$50,000
- Sheridan - \$255,080
- Silverton - \$423,620
- St. Paul - \$50,000
- Stayton - \$330,600
- Sublimity - \$124,240
- Turner - \$114,640
- Willamina - \$89,920
- Woodburn - \$1,050,000
- Yamhill - \$50,000

Capital Allocation

In addition to the direct allocations, the Taskforce's proposal requires a meaningful allocation from the State for coordinated capital construction investments for specific shelter and transitional housing projects, statewide. It is expected that a final dollar amount for needed capital construction investments will equal between \$125 to \$175 million. The OMA is seeking information from Oregon cities about any needs they may have for capital construction investments from the state in their local responses to addressing the homelessness crisis.

Request for Support

The OMA Homelessness Taskforce and the OMA Board of Directors seek the support of Oregon's 241 cities for the above-described proposal. In an effort to present the legislature and Oregon's next governor with a truly coordinated and collaborative proposal, the OMA hopes to submit its legislative request with as many city partners as possible.

To explain the statewide nature of this crisis, the League of Oregon Cities (LOC), in partnership with the OMA, has secured the services of a communications specialist to work directly with cities interested in supporting the OMA proposal. The communications specialist will work directly with interested cities to develop a one-page document that outlines a city's unique experience with homelessness, and how the funding proposed by the OMA would help the city respond to, or even prevent, homelessness in their community. Work performed by the consultant in support of the OMA proposal will be paid for by the LOC.

Oregon's mayors are leading the on-the-ground response on homelessness, and the prevention thereof, but cities cannot do so alone and need joint leadership from state government to support cities and our county partners. The OMA Taskforce has called on Oregon's next governor and legislature to fund the services and housing needed to make an impact on Oregon's homelessness crisis; the support of Region 3 cities will go a long way to expressing the importance and impact of this proposal.

If your city is interested in supporting the proposal, please contact any of the LOC staff persons listed below as soon as possible, ideally cities wishing to provide support to the proposal should make contact no later than November 4th.

- Patty Mulvihill, LOC Interim Executive Director – pmulvihill@orcities.org
- Ariel Nelson, LOC Housing & Land Use Lobbyist – anelson@orcities.org
- Angela Speier, Projects & Affiliates Manager – aspeier@orcities.org



Oregon Mayor's Association

OMA Taskforce on Homelessness

Watch Now - OMA Taskforce on Homelessness Funding Proposal Media Briefing (October 31, 2022)

The OMA Board of Directors approved the creation of the OMA Homelessness Taskforce in May 2022. The taskforce brought together 25 mayors from across the state to develop a response to homelessness that would help all communities statewide, regardless of size or locations, to address the issue. Over the summer and early fall, the taskforce met regularly to develop its homelessness plan, which was finalized and approved October 14. The plan was subsequently emailed to all 90 members of the Oregon Legislature and the three gubernatorial candidates.

The OMA Homelessness Taskforce's plan to humanely and timely address the homelessness crisis in Oregon is a partnership between the State of Oregon and its 241 cities. This partnership will allow for the establishment and expansion of local, community-based responses that provide immediate shelter, needed services, and secure safety for unhoused Oregonians. During the 2023 Legislative session, the OMA will **propose** two separate, yet parallel, budget proposals:

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A direct allocation of funding from the state to each incorporated city in Oregon for cities to use in their homelessness response and prevention services is being proposed by the OMA.

- It is proposed that each city will be allocated funds in an amount equal to \$40 per resident, in accordance with the latest official population estimates from Portland State University.

- The proposal requires that in no instance will an incorporated city receive less than \$50,000 in direct funding.
- OMA's proposal provides cities the ability to elect to use the funds for their own homelessness response and prevention services, or to redirect their funds to community partners who are required to use the funds for homelessness response and prevention services.

OMA's proposal states that funds must be used for homelessness response and prevention services, which may include:

- Abatement/clean-up
- Environmental mitigation
- Affordable housing
- Capital construction or improvement costs related to homelessness or affordable housing measures
- Community resource officers
- Education and outreach
- Food bank assistance
- Shelter and/or transitional housing
- Hygiene stations
- Operation costs
- Outreach workers
- Prevention

With a \$50,000 guarantee for all cities, and a \$40.00 per resident multiplier in place, based on the April 19, 2022, PSU population estimates, the total amount requested would equal \$123,575,800.00 annually.

Capital Allocation

In addition to the direct allocations, the Taskforce's proposal requires a meaningful allocation from the State for coordinated capital construction investments for specific shelter and transitional housing projects, statewide. It is expected that a final dollar amount for needed capital construction investments will equal between \$125 to \$175 million. The OMA is seeking information from Oregon cities about any needs they may have for capital construction investments from the state in their local responses to addressing the homelessness crisis.




Homelessness Taskforce Members

Mayor Jeff Gowing, Cottage Grove and
OMA President

Mayor Teri Lenahan, North Plains and OMA
President-Elect

Mayor Julie Akins, Ashland	Mayor Lacy Beaty, Beaverton
Mayor Gena Goodman-Campbell, Bend	Mayor Meadow Martell, Cave Junction
Mayor Beth Wytoski, Dayton	Mayor Jim Trett, Detroit
Mayor Lucy Vinis, Eugene	Mayor Carol MacInnes, Fossil
Mayor Travis Stovall, Gresham	Mayor Dave Drotzmann, Hermiston
Mayor Steve Callaway, Hillsboro	Mayor Kate McBride, Hood River
Mayor Carol Westfall, Klamath Falls	Mayor Ray Turner, Lakeview
Mayor Randy Sparacino, Medford	Mayor Jessica Engelke, North Bend
Mayor Ted Wheeler, Portland	Mayor Michael Preedin, Sisters
Mayor Richard Mays, The Dalles	Mayor Jason Snider, Tigard
Mayor Rod Cross, Toledo	Mayor Tom Vialpando, Vale
Mayor Henry Balensifer III, Warrenton	

Supporting Documents

-  Press Release (174 KB)
-  Taskforce Letter to Oregon Legislature (2 MB)
-  Sample Resolution Authorizing City Support (111 KB)

Contact Information

Oregon Mayors Association
1201 Court St. NE #200
Salem, OR 97301

Phone:
(503) 540-6599

Staff Liaison

Angela Speier

[View Full Contact Details](#)

[Home](#) [Staff Login](#) [Accessibility](#)

1201 Court St. NE #200 | Salem, OR 97301 | (503) 588-6550

COUNCIL BILL NO. 3201

RESOLUTION NO. 2202

A RESOLUTION OF THE CITY OF WOODBURN, OREGON AUTHORIZING ITS SUPPORT OF THE OREGON MAYORS ASSOCIATION'S TASKFORCE ON HOMELESSNESS'S PROPOSAL TO PARTNER WITH THE STATE TO FUND LOCAL HOMELESSNESS RESPONSE AND PREVENTION PROGRAMS TO ADDRESS OREGON'S CRISIS OF THE UNHOUSED

WHEREAS, the Oregon Mayors Association (OMA) created a Taskforce on Homelessness, consisting of 25 mayors from across the state, in May of 2022, to develop a response to homelessness that would help all communities statewide, regardless of size, or location, to address Oregon's crisis of the unhoused; and

WHEREAS, over the summer and fall of 2022, the OMA Taskforce on Homelessness met regularly to develop its homelessness plan, finalizing the same on October 14, 2022; and

WHEREAS, the plan proposed by the OMA Taskforce on Homelessness calls for a partnership between the state and Oregon's 241 cities to allow for the establishment and expansion of local, community-based responses that provide immediate shelter, needed services, and secure safety for unhoused Oregonians; and

WHEREAS, the OMA Taskforce on Homelessness's plan requires the enactment of two separate, yet parallel, budget proposals during the 2023 Legislative Session: (1) a budget package which provides direction allocation to cities for homelessness response and prevention services; and (2) an allocation that provides capital improvement funding for cities; and

WHEREAS, the budget package proposing a direction allocation to cities for homelessness response and prevention services recommends providing each city with funds in an amount equal to \$40 per resident, in accordance with the latest official population estimates from Portland State University, with no city receiving less than \$50,000 in direct funding, and requires the funds to be used by the city, or a community partner of the city's choice, for homelessness response and prevention services; and

WHEREAS, the City Council of Woodburn supports the plan proposed by the OMA Taskforce on Homelessness, **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. All of the above recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby authorizes the Mayor and City Administrator to:

- Sign letters of support of the plan proposed by the OMA Taskforce on Homelessness;
- Speak with state legislators, the Governor, the Governor's staff, or other state government officials in support of the plan proposed by the OMA Taskforce on Homelessness; and,
- Provide testimony, either written or verbal, to the Oregon Legislature in support of the plan proposed by the OMA Taskforce on Homelessness.

Section 3. The City Council recognizes and acknowledges that the plan proposed by the OMA Taskforce on Homelessness may be subject to amendment, and provided the spirit of the plan (direct allocation of funding to cities and/or capital funds directed to Oregon cities) is maintained, the authorization provided by Section 2 is applicable.

Section 4. This Resolution will take effect upon adoption.

Approved as to form: _____
City Attorney Date

Approved: _____
Frank Lonergan, 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

December 12, 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 a Contract for Software (Cityworks) and Implementation services to Azteca Systems, LLC, and Timmons Group, Inc.**

RECOMMENDATION:

Award a Contract for software and implementation services for the Asset Management software (Cityworks) to Azteca Systems, LLC, and Timmons Group, Inc. in the amount of \$270,590, and *authorize the City Administrator to sign the Agreement.*

BACKGROUND:

The City's existing Asset Management software systems consists of three separate software programs and was implemented over twenty-two years ago in 2001. Over time, knowledge of these programs has dwindled with retirements and new employees replacing key staff, resulting in minimal transfer of institutional knowledge taking place. Therefore, it is now time for the integration of these three systems into one platform integrating new technology and implementing public direct reporting to increase overall efficiencies and public reporting of known hazards and issues. An important goal for adopting the Cityworks software is to address the requirements needed to stay compliant with certain DOT grants, Designated Management Agency (DMA), for stormwater, DEQ, OHA, and for purposes of inventory and maintenance record keeping, including tracking life cycle costs of all equipment and assets of the City of Woodburn.

Staff utilized a provision for a permissive cooperative procurement selection method to solicit the software and implementation services on the basis of a formal Request for Proposal (RFP) process already undertaken by Washington County. Washington County's proposals were reviewed in accordance with the RFP guidelines and state requirements (ORS 279B.060 and 279A.215). After collaboration with pertinent City staff, a decision was reached to similarly engage

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and negotiate a contract for services with Washington County's selected contractors: Azteca Systems, LLC and Timmons Group, Inc.

Contracts from both company were submitted for review by the City based on population equivalencies as outlined in the Washington County RFP.

DISCUSSION:

Azteca Systems, LLC and Timmons Group Inc. are both well-qualified firms with the technical expertise to deliver and implement the software. The negotiated contracts for software & Implementation services to compete this project is in the amount of \$270,590.

The procurement process for soliciting these services and the contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapters 279A and 279B and public contracting rules and regulations of the City of Woodburn. Therefore, staff is recommending that the contract be awarded accordingly on the basis of the cooperative procurement provision of Washington County's contract.

FINANCIAL IMPACT:

The Contract Agreement will be funded from the approved 2022/23 fiscal year budget from the following departments, public works, transit and parks. The remainder will be proposed in the 2023/24 fiscal year budget.



Agenda Item

December 12, 2022

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

THROUGH: Martin Pilcher, Chief of Police

FROM: Andy Shadrin, Lieutenant

SUBJECT: **Leasing Specialists, LLC. Contract Award**

RECOMMENDATION:

Award a police vehicle lease contract to Leasing Specialists, LLC. in the amount of \$337,168.53 (total contract price over the next four years) and authorize the City Administrator to sign the police vehicle lease contract.

BACKGROUND:

The Police Department currently has five patrol vehicles assigned to the patrol division and one unmarked administrative police vehicle that are now five years old and due for replacement, because of the mileage and additional service needs. The Police Department is wanting to lease six 2022 Ford Explorers.

DISCUSSION:

Pursuant to ORS 279A.215, the City may utilize a price agreement established through a permissive cooperative procurement to award a contract for goods and services. This process is in lieu of the City pursuing its own formal competitive selection process.

Employing the Oregon Cooperative Purchasing Program, which provided established competitive price quotes for Ford vehicle leases, the City identified Leasing Specialists, LLC., as a suitable vendor for leasing police vehicles. Leasing Specialists, LLC., was able to offer the vehicle lease to the City at the Oregon State contracted price with a competitive interest rate and stipulate to the ability to take delivery and make the first payment during the 2022/2023 fiscal year. The

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

Police Department will be leasing six vehicles (6 Ford Explorers) through this program. The pricing also includes all of the necessary equipment for all of the vehicles mentioned.

FINANCIAL IMPACT:

The City will pay a total vehicle lease rate of \$91,426.00 per year for the next four years (\$337,168.53, total contract price). The Police Department's existing budget will cover the expenses.

December 12, 2022

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director

SUBJECT: **Initiation of quasi-judicial application for annexation of public right-of-way at the intersection of Parr Road and Butteville Road**

RECOMMENDATION:

Authorize staff to prepare and file a land use application on behalf of the City for Annexation (ANX) and Zoning Designation (rezoning to SWIR) for portions of right-of-way (ROW) around Butteville Road and Parr Road.

BACKGROUND/ DISCUSSION:

Since the September 26, 2022, City Council direction to staff to explore the process of annexing and transferring jurisdiction of the Parr/Butteville Road intersection to the City of Woodburn, staff convened several meetings with Marion County to discuss future traffic impacts, mitigation, and short and long-term improvements to Butteville Road (a County-maintained road) between Newberg Highway to the north (State Route 219) and the intersection with Parr Road to the south (also a County-maintained road in this area). Recently, Marion County hired a consultant to examine options to address the geometric limitations and existing sight distances at the Butteville/Parr Road intersection.

City staff have discussed both interim and long-term improvements to the Butteville/Parr Road intersection which may include:

Traffic control devices along Butteville Road between State Route 219 and the current Parr Road intersection, including reduction of travel speeds.

Modify intersection to address existing sight distance and geometric limitations, including a critical relocation of the current intersection further south to connect to a future southern arterial at the future southern UGB/ city limits; and/or,

- a) Urban Growth Boundary Expansion and annexation of the Southwest Industrial Reserve (SWIR) currently identified as an Urban Reserve Area (URA) (Attachment 'A') to meet the City's population growth and future employment land needs which will impact traffic

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improvements and proportional share impact costs that can be collected to mitigate and address improvements in this area.

Annexation of the right-of-way into the city limits is the first of many steps to help expedite these longer-term solutions and expand funding sources to aid in future improvements.

Similar to other private property owner/applicant-initiated Annexation and Zoning Designation applications, public hearings before the Planning Commission and City Council will be required (hearing dates to be determined).

The request tonight is simply to pass a motion authorizing staff to file the land use applications for the annexation and rezoning.

The proposed land use application for Annexation and Zone Designation is necessary to allow the City to participate in future transportation solutions. However, the land use action does not require nor obligate the City to any action until annexation and potential jurisdictional transfer of the public right-of-way occurs, if applicable, at some potential future date.

Following the annexation, staff will prepare a Resolution for Council consideration, which would convey jurisdictional control of the annexed ROW, as well as portions of Butteville Road, to the City.

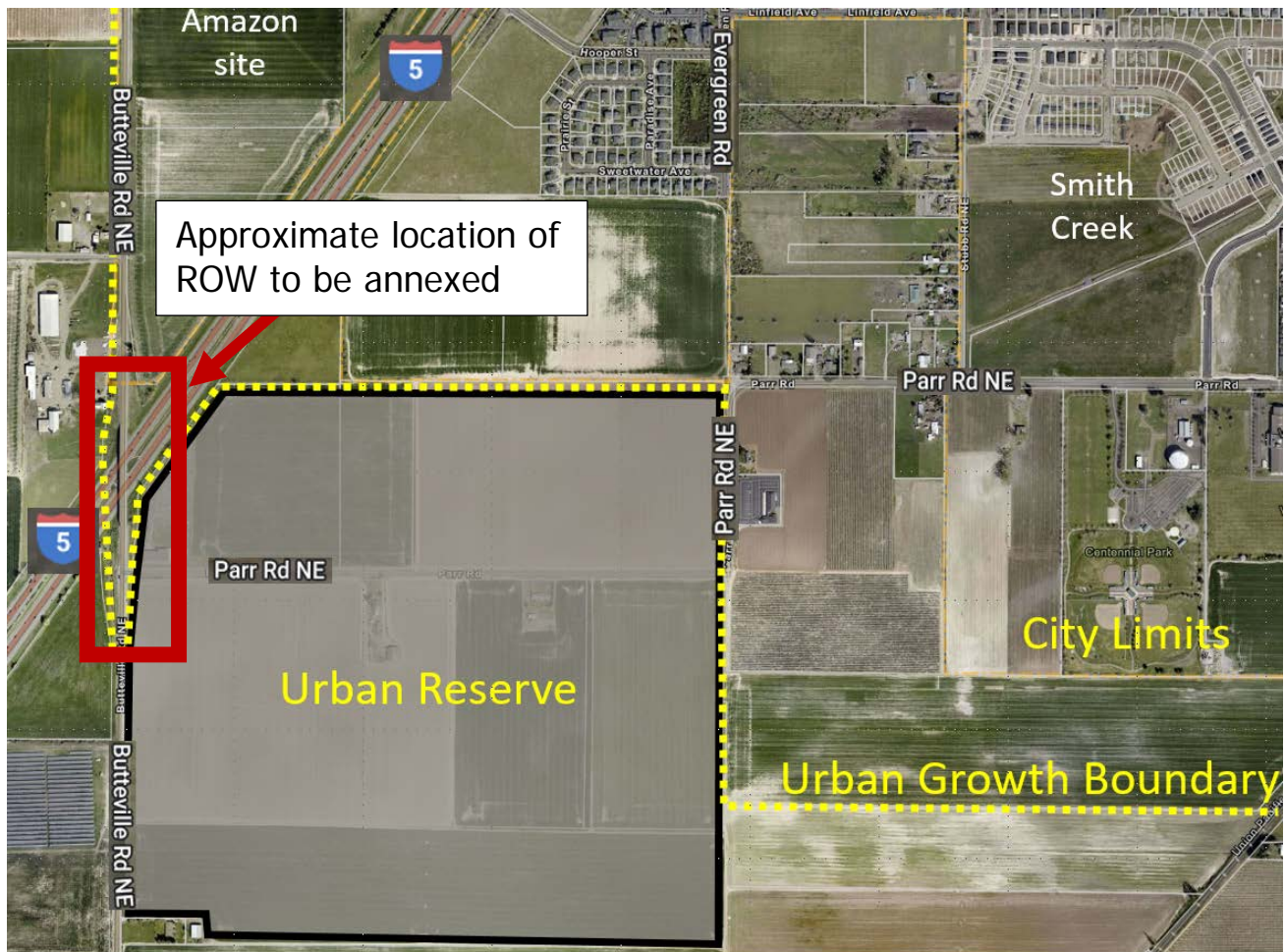
FINANCIAL IMPACT:

A professional survey and legal description of the area will be necessary. Staff estimates this cost to be between \$15,000- \$20,000. This cost is expected to be recouped from proportionate share contributions made by developers as development activity occurs in this area.

Attachments:

1. Attachment A: Urban Reserve Area with general area to be annexed

ATTACHMENT A





Agenda Item

December 12, 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: **Vehicle Purchase Price Increase**

RECOMMENDATION:

Authorize the City Administrator to accept a purchase price increase for two Cut-A-Way vehicles from Creative Bus Sales. The new purchase price will be \$344,640, an increase of \$62,376 above the original, authorized purchase amount of \$282,264.

BACKGROUND:

On March 14, 2022, the Woodburn City Council authorized the purchase of two Cut-A-Way vehicles from Creative Bus Sales for use in the City's transit routes. The City's Transit Division had identified a need to replace two of the oldest Cut-A-Way transit vehicles in its fleet, a 2008 Ford and 2011 Chevy Cut-A-Ways, driven on the City's Dial-A-Ride paratransit routes. Both vehicles exceed the Oregon Department of Transportation's (ODOT) useful life standard of five years. In recent years, the Cut-A-Ways had significant and costly repairs that contributed to a replacement need. Staff completed an ODOT-approved vehicle procurement process for the two cut-a-ways and the ARBOC Spirit of Independence, sold through Creative Bus Sales, was determined to be the best vehicle make and model for the Transit Division's need.

Following the March 14 City Council meeting, the vehicle order was placed with the vendor. During the pandemic, manufacturing equipment shortages caused widespread delays in vehicles production. In the past month, the manufacturer informed the vendor that due to chassis supply shortages and model changeovers of the cut-a-way vehicles, the manufacturer's costs had increased and would be passed on to potential buyers. To continue with the vehicle order, the City must authorize a new purchase price of \$344,640.

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DISCUSSION:

The increase to the original purchase price is within the allowable scope of the Oregon Department of Transportation's (ODOT) vehicle procurement program.

FINANCIAL IMPACT:

The purchase price for the two vehicles will be \$344,640. The City will use ODOT-administered Statewide Transportation Improvement Funds (STIF) for the purchase. The City may also defray the new cost with additional grant funding.

Vehicle expenditures will also include snow tires and vehicle graphics estimated at \$13,000 or less. The City will use STIF funds for these purchases.

The new vehicles are estimated to be delivered and purchased in the fall of 2023.

Attachments

- Creative Bus Sales' Buyer's Order Contract, revised November 22, 2022
- ARBOC Spirit of Independence Floor Plan



Creative Bus Sales

Creative Bus Sales
7197 S Tull Rd
Canby, OR 97013

Phone: 425.609.1500
Fax: 425.609.1501
www.creativebussales.com

Buyer's Order Contract

Date:	November 22, 2022	Unit #(s):	1708234, 1708235
Customer Name:	City of Woodburn		
Contact:	Kathleen McClaskey	Phone:	503.982.5245
Address:	270 Montgomery St.	Fax:	
City, State, Zip:	Woodburn, OR 97071	E-Mail:	kathleen.mcclaskey@ci.woodburn.or.us
Customer ID:		Salesperson:	Ken Jarmer
Ship To Address:	Attn: Kathleen McClaskey - Woodburn Transit - 202 Young St.		
Ship To Address Cont'd:	Woodburn, OR 97071		
Ship To Phone:	503.982.5245	Ship To Email:	kathleen.mcclaskey@ci.woodburn.or.us
Finance Source:		Contact:	
Address:		Phone:	
City, State, Zip:		County:	
Description of Vehicle:	Arboc Spirit of Independence		
VIN #:			
Engine Type:	Gas	FOB Terms:	Shipping
Number of Passengers:	10	Wheelchair Positions:	2
Estimated Delivery Date:	September 30, 2023	Payment Terms:	Per Contract Terms
Possession State: OR		Unit Price	\$ 173,047.00
		Delivery	\$ -
		Incentive (Non-Taxable)	\$ (600.00)
		Rebates (Taxable)	\$ (1,000.00)
		Doc Prep Fee (Taxable)	\$ -
		Base Selling Price	\$ 171,447.00
		Total Taxable Amount	\$ 165,947.00
		Sales Tax* (Estimated)	\$ 829.74
0.500%	OR - Vehicle Privilege Tax		\$ -
Notes: * The tax and fees reflected on this agreement are based on the regulations applicable at the time of drafting this contract. The actual amounts due will be based on the regulations applicable at the time title for each vehicle transfer. Sales tax estimate is calculated based on the location in which the customer registers the vehicle. All rebates and incentives will be signed over to Creative Bus Sales. California State Tire Fee of \$1.75 per tire applies to all new vehicle purchase or leases.		Oregon Trip Permit:	\$ 43.00
			\$ -
		DMV Fees* (Estimated)	\$ -
		DMV Electronic Filing Fee	\$ -
		Tire Fee	\$ -
		Fees Sub-Total	\$ 43.00
		Total Price Per Unit	\$ 172,319.74
		Quantity	2
		Contract Total	\$ 344,639.48
		0.00	
	Customer Net Trade	\$ -	
	Customer Deposit	\$ -	
		\$ -	
	Balance Due	\$ 344,639.48	

Remit To: 9365 Counselors Row, Suite 112, Indianapolis, IN 46240

Terms and Conditions:

1. **DEPOSIT.** If indicated above, Customer Deposit is due at the time of signing this order contract. The balance due indicated above is due before vehicle(s) will be released to the Buyer. If the vehicle(s) is not accepted by the Buyer, the vehicle will be available for sale to other buyers. The vehicle(s) will not be titled to the Buyer until the contract total indicated above plus any interest charges indicated herein are paid in full. There is no "cooling off" or other cancellation period for vehicle sales. Therefore, you cannot later cancel this contract without the agreement of the Dealership, or for legal cause.

2. **DEALER NOT AGENT OF MANUFACTURER.** Dealer is not the agent of the manufacturer. Dealer is not responsible for changes by the manufacturer in the price, available rebate, design or accessories of specially ordered vehicles. If Dealer's price increases on a specially ordered vehicle, or if a rebate to be received by Dealer is reduced or eliminated, the Buyer's price will be increased by a like amount. If Buyer is dissatisfied with the increase, Buyer may cancel this order and Buyer's deposit and trade-in or the actual cash value of the trade-in, if sold, minus any loan, will be refunded. Buyer understands that manufacturer may, from time to time, change the model, design, or other elements, including the parts and accessories, in the vehicle and at any time a manufacturer makes such changes, neither Dealer nor manufacturer are obligated to make the same changes to Buyer's vehicle, even if such changes are made prior to delivery of the vehicle.

3. **DELAYS.** Buyer will not hold Dealer liable for any delay caused by the vehicle or any component part manufacturer, accidents, strikes, fires, Acts of God, or any other cause beyond Dealer's control.

4. **BUYER'S INSPECTION AND ACCEPTANCE OF VEHICLE.** Buyer understands that damage may have occurred to the vehicle at the manufacturer(s)' factory, during transport to Dealer, or while in Dealer's possession, on Dealer's premises, or at a show or promotional event. Buyer acknowledges that such damage to the vehicle, if any occurred, is typically corrected by the factory or repaired by the Dealer prior to delivery. Upon taking delivery of the vehicle, Buyer acknowledges: (i) having received ample opportunity for, and actually inspecting the vehicle as fully as Buyer desires and (ii) utilizing and relying solely upon Buyer's own judgment to inspect and determine that the vehicle is of adequate quality, merchantable, and otherwise fit for the purposes intended by Buyer such that Buyer accepts the vehicle in its condition as of the date Buyer signs the front page of this Agreement. Buyer further acknowledges that Buyer did not make Dealer aware, and that Dealer was unaware, implicitly or expressly, of any particular purpose intended by Buyer for the Bus. Consequently, Buyer has not relied upon Dealer's skill or judgment in the selection or delivery of the vehicle. Buyer acknowledges that Dealer has not made any representation regarding the vehicle's condition, history, status, prior usage, quality of or regularity of care or servicing, nor the existence of prior damage and/or repair of damage except as required by law.

5. **IF NOT A CASH TRANSACTION. IF YOU ARE FINANCING THIS VEHICLE, PLEASE READ THIS NOTICE: YOU ARE PROPOSING TO ENTER INTO A RETAIL INSTALLMENT SALES CONTRACT WITH THE DEALER. PART OF YOUR CONTRACT INVOLVES FINANCING THE PURCHASE OF YOUR VEHICLE. IF YOU ARE FINANCING THIS VEHICLE AND THE DEALER INTENDS TO TRANSFER YOUR FINANCING TO A FINANCE PROVIDER SUCH AS A BANK, CREDIT UNION OR OTHER LENDER, YOUR VEHICLE PURCHASE DEPENDS ON THE FINANCE PROVIDER'S APPROVAL OF YOUR PROPOSED RETAIL INSTALLMENT SALES CONTRACT. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS APPROVED WITHOUT A CHANGE THAT INCREASES THE COST OR RISK TO YOU OR THE DEALER, YOUR PURCHASE CANNOT BE CANCELLED. IF YOUR RETAIL INSTALLMENT SALES CONTRACT IS NOT APPROVED, THE DEALER WILL NOTIFY YOU VERBALLY OR IN WRITING. YOU CAN THEN DECIDE TO PAY FOR THE VEHICLE IN SOME OTHER WAY OR YOU OR THE DEALER CAN CANCEL YOUR PURCHASE. IF THE SALE IS CANCELLED, YOU NEED TO RETURN THE VEHICLE TO THE DEALER WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE IN THE SAME CONDITION IT WAS GIVEN TO YOU, EXCEPT FOR NORMAL WEAR AND TEAR. ANY DOWN PAYMENT OR TRADE-IN YOU GAVE THE DEALER WILL BE RETURNED TO YOU. IF YOU DO NOT RETURN THE VEHICLE WITHIN 24 HOURS OF VERBAL OR WRITTEN NOTICE OF CANCELLATION, THE DEALER MAY LOCATE THE VEHICLE AND TAKE IT BACK WITHOUT FURTHER NOTICE TO YOU AS LONG AS THE DEALER FOLLOWS THE LAW AND DOES NOT CAUSE A BREACH OF THE PEACE WHEN TAKING THE VEHICLE BACK.**

6. **TITLE; ODOMETER STATEMENT.** Title to the Bus will remain with Dealer until the agreed upon purchase price is paid in full in cash or Buyer has signed a retail installment contract and it has been accepted by a bank or finance company, at which time title shall pass to Buyer even though the actual delivery of the Bus may be made at a later date. Buyer agrees that no statement has been made as to the number of miles on any new, used, or demo vehicles, except as set forth in the odometer mileage statement as provided by the Federal Odometer Law and on the face of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual term of this Agreement as required under state law which does not constitute a warranty, express or implied, or a contractual team of this Agreement. Buyer acknowledges receipt of such Federal Odometer Statement.

7. **TRADE-IN.** If Buyer is trading in a vehicle, Buyer will give Dealer the original bill of sale or the title to the trade-in. Buyer promises that any trade-in which Buyer gives in this purchase transaction is owned by Buyer free of any lien or other claim except as noted on the other side of this Agreement. Buyer promises that all taxes of every kind levied against the trade-in have been fully paid. If any government agency makes a levy or claims a tax lien or demand against the trade-in, Dealer may, at Dealer's option, either pay it and Buyer will reimburse Dealer on demand, or Dealer may add that amount to this Agreement as if it had been originally included. Any trade-in delivered by Buyer to Dealer in connection with this Agreement shall be accompanied by documents sufficient to enable the Dealer to obtain a title to the trade-in in accordance with applicable state law. Buyer warrants that the trade-in is or will be properly titled to Buyer and/or Buyer has the right to sell or otherwise convey the trade-in and the trade-in has never been a salvaged, reconditioned or rebuilt, flooded or a lemon buyback, and the trade-in is free and clear of all liens or encumbrances except as may be noted on the front of this Agreement.

8. **REAPPRAISAL OF TRADE-IN.** If Buyer's initial trade-in value is determined by anything other than a physical appraisal by Dealer, Dealer may later reappraise and amend the value of the trade-in allowance at such time Dealer has the opportunity to perform a physical appraisal of the trade-in. This physical appraisal will then determine the actual trade-in allowance provided on the front side of this Agreement.

9. FAILURE TO COMPLETE PURCHASE. Buyer agrees to pay the balance owed on the terms and accept delivery of the Bus within forty-eight (48) hours after being notified that the Bus is ready for delivery. Failure to timely accept delivery by Buyer shall give Dealer the right to dispose of any trade-in, trading any cash consideration received as a deposit and retaining the same, and at Dealer's option, the right to retain any deposit and pursue any other remedy available under the law to adequately compensate Dealer's incidental and consequential damages and all other damages, costs, expenses, or losses incurred by Dealer because Buyer failed to complete this purchase. If Dealer paid any negative equity balance on the trade-in, Buyer shall pay to Dealer the amount paid on Buyer's behalf. If Dealer brings an action or involves an attorney to enforce the terms of this section, Buyer agrees to pay Dealer's reasonable attorneys' fees, court costs, and other expenses incurred in pursuing such action.

10. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES. Incidental and consequential damages arising out of the sale, use, servicing and/or quality of this Bus, including, but not limited to, any loss of use, loss of time, inconvenience, aggravation, loss of wages/earnings/income, fuel/transportation expenses, hotel/motel costs, insurance, storage, rental or replacement, altered or cancelled trips/vacations, the cost of any food/meals and any other incidental and consequential damages are specifically excluded and Dealer specifically disclaims liability for any such incidental and/or consequential damages. Buyer acknowledges that Buyer shall not seek or recover such incidental or consequential damages from Dealer. Buyer acknowledges this disclaimer of incidental and consequential damages is independent of and shall survive any failure of the essential purpose of any warranty or remedy.

11. NON-DEALER WARRANTY(S) (IF APPLICABLE). Buyer understands and agrees that manufacturer(s)' written warranties, if any are applicable to this Bus, were fully and conspicuously disclosed in writing by Dealer, by Dealer disclosing and providing any such written instruments to Buyer prior to Buyer signing the front side of this Agreement and Buyer acknowledges having physically received such written instruments. Buyer acknowledges that Dealer is not an agent of the manufacturer and that Dealer has not represented or misrepresented the terms of any applicable manufacturer(s)' written warranties because either (i) Buyer has read to Buyer's satisfaction the actual terms of any such written instruments, which expressly state the coverage, application period, conditions, and exclusions or (ii) Buyer has voluntarily chosen not to read such warranties.

12. TAXES, INSURANCE. Buyer shall be liable for all sales, use, or other taxes of a similar nature applicable to the transaction unless such payment is otherwise prohibited by law. Buyer assumes responsibility to cover the Bus described on the front of this Agreement with necessary and proper insurance coverage and assumes all legal liability arising from the operation of the Bus from the time of delivery. Buyer understands that Buyer is not covered by insurance on the Bus until Buyer's insurance company accepts coverage on the Bus. Buyer agrees to hold Dealer harmless from any and all claims due to loss or damage prior to Buyer's insurance company accepting coverage on the Bus.

13. CHOICE OF LAW AND VENUE, FEES. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall be interpreted under the laws of the state in which Dealer is located and venue will be in the state and county in which Dealer is located or the applicable federal court. If Dealer brings a legal action to enforce or interpret this Agreement and prevails, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in such action. If Buyer brings an action based on this Agreement and does not prevail, Buyer shall pay Dealer's reasonable attorneys' fees and costs incurred in the defense of such action or any part thereof.

14. WAIVER OF JURY TRIAL; CLASS ACTIONS. Buyer agrees that any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof will be decided by a judge, rather than a jury. Buyer further agrees in connection with this purchase to waive Buyer's right to participate as a class member in any class action lawsuit that might be brought against Dealer.

15. SEVERABILITY. Buyer and Dealer agree that each portion of this Agreement is such that if any term, provision or paragraph is found to be invalid, voidable, or unenforceable for any reason, such provision or paragraph may be severed and all other portions of this Agreement shall remain valid and enforceable.

17. ENTIRE AGREEMENT/NO RELIANCE. The written terms on the front and reverse side of this Contract comprise the entire agreement between Buyer and Dealer, and Buyer has read and understands the front and reverse side of this Agreement. No verbal, unwritten, electronic or other communication of any nature not contained in this Agreement was relied upon by Buyer, became part of the basis of Buyer's bargain, or is enforceable by Buyer against Dealer even if alleged or determined to constitute fraud, fraudulent inducement, or fraudulent misrepresentation and no such verbal, unwritten, electronic, or other communication shall invalidate this Agreement or any written provision herein, or serve as grounds for Buyer's rejection, rescission, or revocation of acceptance of this Agreement or this Vehicle, such that Buyer cannot seek or obtain any statutory, legal, equitable or other relief against Dealer as a result thereof. Buyer acknowledges and agrees that all discussions, negotiations, advertisements, representations, and affirmations of fact in any format, whether verbal, written, electronic or otherwise, which are not written in this Agreement, were not relied upon by Buyer, are not included in this Agreement, and are not enforceable against Dealer.

Buyers Signature: _____

Creative Bus Sales: _____

CBS Signature _____

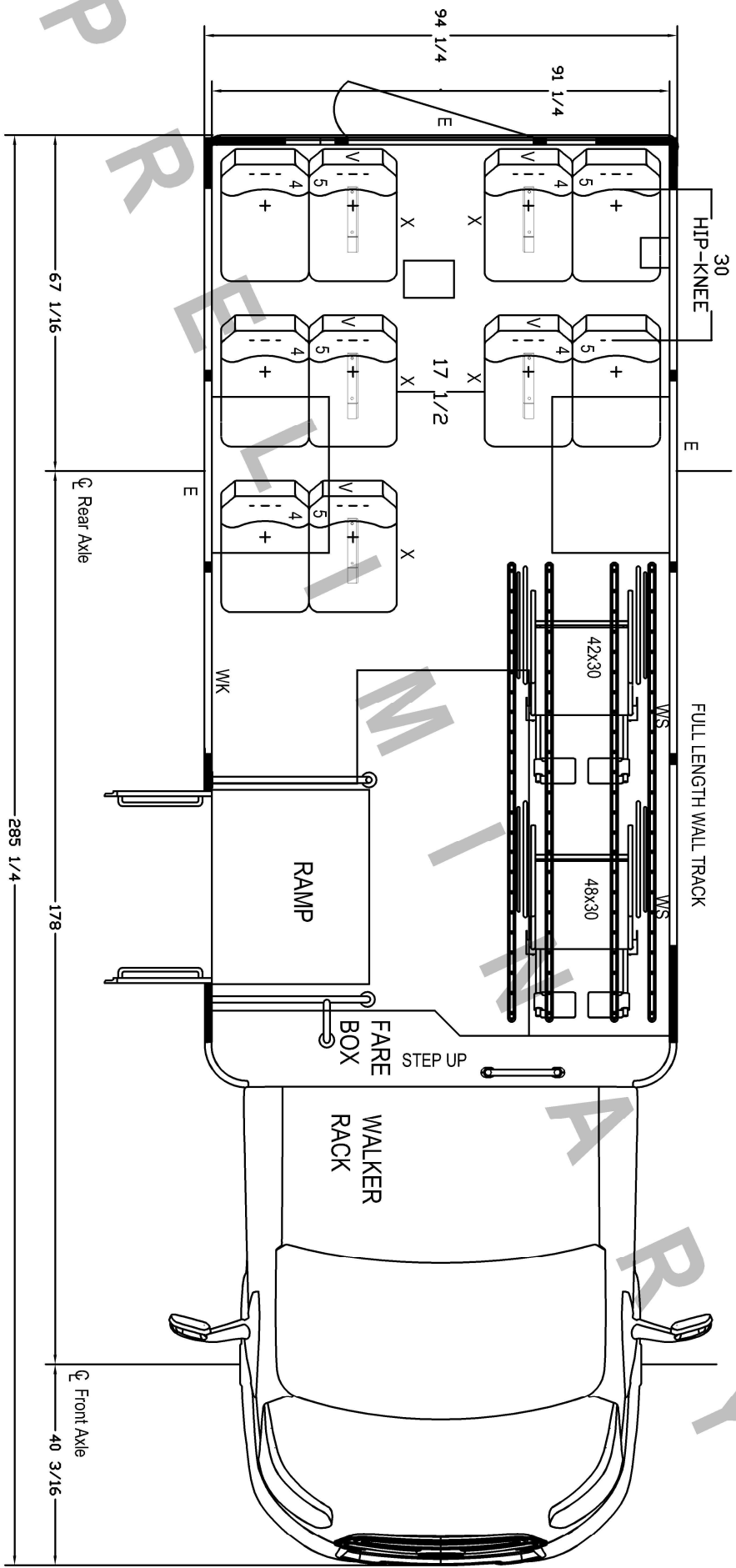
11/22/2022

*PRELIMINARY DESIGN SCHEME: TO BE CONFIRMED
AT ENGINEERING REVIEW COMPLETION, OR DESIGN
COMPLETION OF CHANGE ORDER*

DEALER SIGNATURE:

DATE:

- NOTES:
- 1. E - EGRESS WINDOW
 - 2. V - GRAB HANDLE
 - 3. X - US ARMREST
 - 4. MID BACK DBL FIXED SEAT
 - 5. USR DBL SEATBELT
 - 6. WK - WALKER HOLDER
 - 7. WS - WALL STORAGE



REVISIONS				
REV	DESCRIPTION	BY	DATE	CHECKED BY
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

ARBOC SPECIALTY VEHICLES

ARBOC SPECIALTY VEHICLES CLAIMS PROPRIETARY RIGHTS IN THE MATERIAL DISCLOSED HEREON. NEITHER THIS DRAWING NOR ANY PART HEREOF IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM ARBOC SPECIALTY VEHICLES. TO THE USER SPECIFICALLY REFERRING TO THE DRAWINGS INFORMATION CONTAINED HEREON MAY BE THE EXPRESS PROPERTY OF ARBOC SPECIALTY VEHICLES AND PROTECTED IN THE FORM OF A U.S. PATENT.

TOLERANCES:
FLOOR PLAN DIMS: ±.125"
FLOOR PLAN DIMS: ±.125"
2 PLACE DECIMAL DIMS: ±.015"
3 PLACE DECIMAL DIMS: ±.005"

NAME:
FLOOR PLAN, 10PS-2WC-178WB SDI-F

DRAWN BY:
NAM

DATE:
1/13/2022

DRAWING NUMBER:
1207127

REVISION:
1

SHEET:
1 OF 2



Agenda Item

December 12, 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 Preliminary Partition and Street Exception application package for 3099 N. Pacific Hwy (PAR 22-03 & EXCP 22-08)**

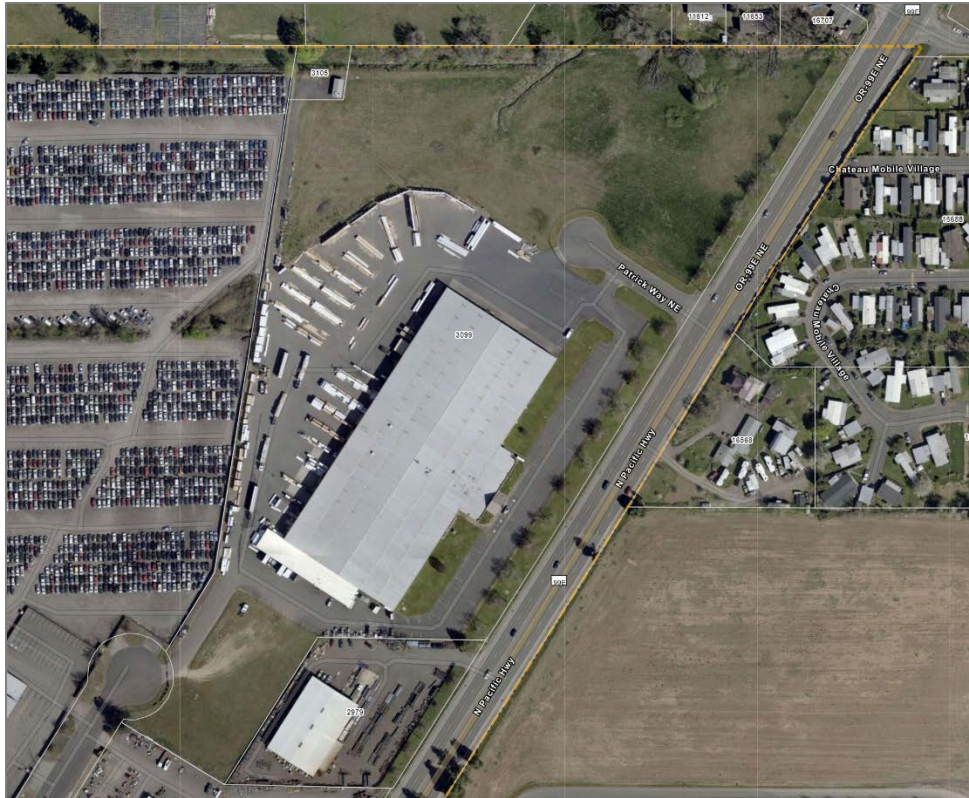
RECOMMENDATION:

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.

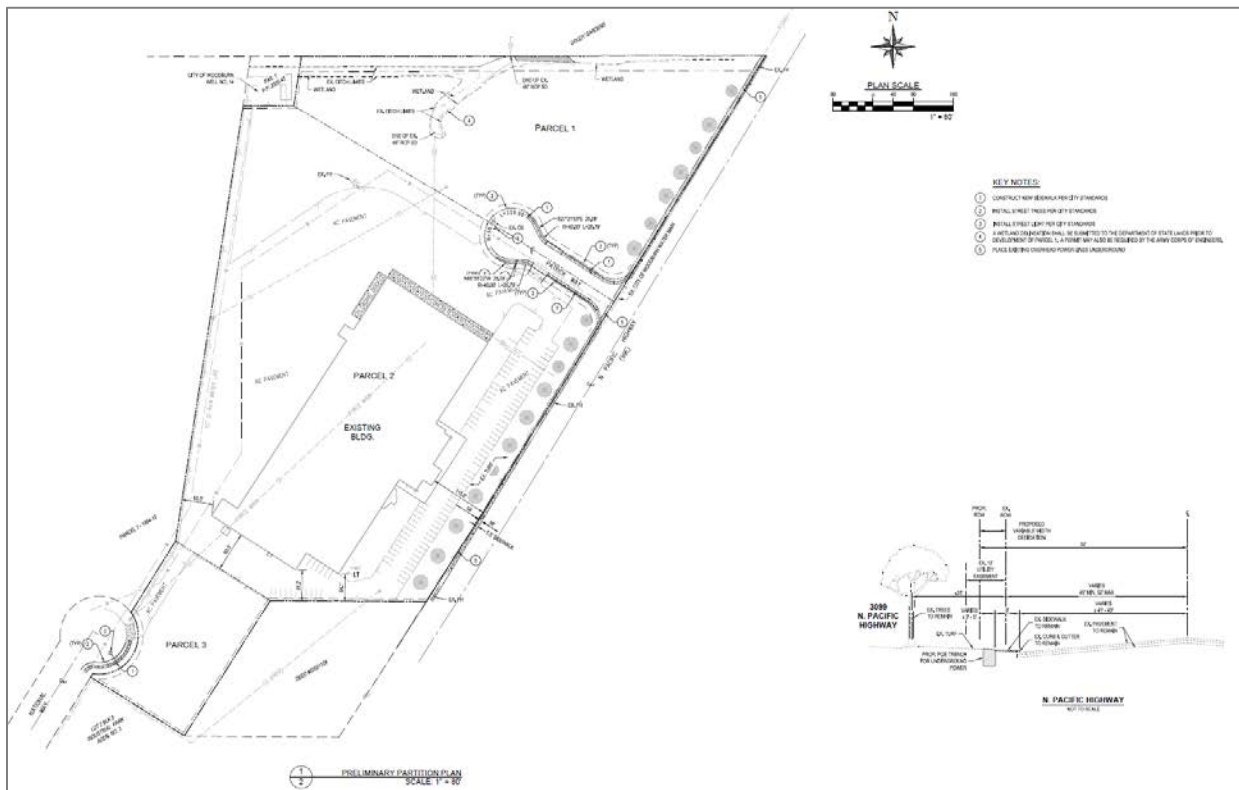
BACKGROUND:

The subject property is approximately 20.4 acres and within the Industrial Park (IP) zone. Existing development on site includes an industrial manufacturing building. The applicant applied for Preliminary Partition PAR 22-03 in order to partition the lot into three parcels. A Street Exception application was also included to request to maintain the existing street improvements along Highway 99E. No additional development is proposed at this time.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___



Aerial image of the subject property.



Approved partition plan.



Agenda Item

December 12, 2022

To: Honorable Mayor and City Council through City Administrator

From: Chris Kerr, Community Development Director *CK*

Subject: **Briefing on the Planning Commission decision regarding a Design Review, Street Exception, and Variance application package for "Woodburn II Assisted Living Facility" at 2355 N. Boones Ferry Rd (DR 22-03, EXCP 22-02, & VAR 22-04)**

RECOMMENDATION:

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

BACKGROUND:

The Planning Commission held a public hearing on December 8, 2022 and unanimously approved the Design Review (DR), Street Exception (EXCP), and Variance (VAR) application package with the conditions recommended by staff through the staff report. No individuals testified in opposition.

The subject property, 2355 N. Boones Ferry Rd, is an undeveloped 1.59-acre property in the Medium Density Residential (RM) zoning district and is under the same ownership as the adjacent Heartwood Place Memory Care site to the south. The approved project is a two-story, 46-unit assisted living facility with site landscaping and parking improvements. In addition to the resident units, the facility will provide a wide range of indoor and outdoor common spaces. Access is shared with the adjacent property to the south. The Commission approved the applicant's Street Exception requests to maintain the existing sidewalk configuration for N. Boones Ferry Road and Country Club Road, as well as the applicant's Variance request to maintain the existing bike lane along Country Club Road in lieu of an on-street parking lane.

Agenda Item Review: City Administrator ___x___ City Attorney ___x___



Aerial view of the subject property



Site plan



Artistic rendering



Agenda Item

December 12, 2022

To: Honorable Mayor and City Council through City Administrator

From: Chris Kerr, Community Development Director *CK*

Subject: **Briefing on the Planning Commission decision regarding a Design Review and Street Exception application package for "Unitus Community Credit Union" at 2951 Stacy Allison Way (DR 22-13 & EXCP 22-10)**

RECOMMENDATION:

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

BACKGROUND:

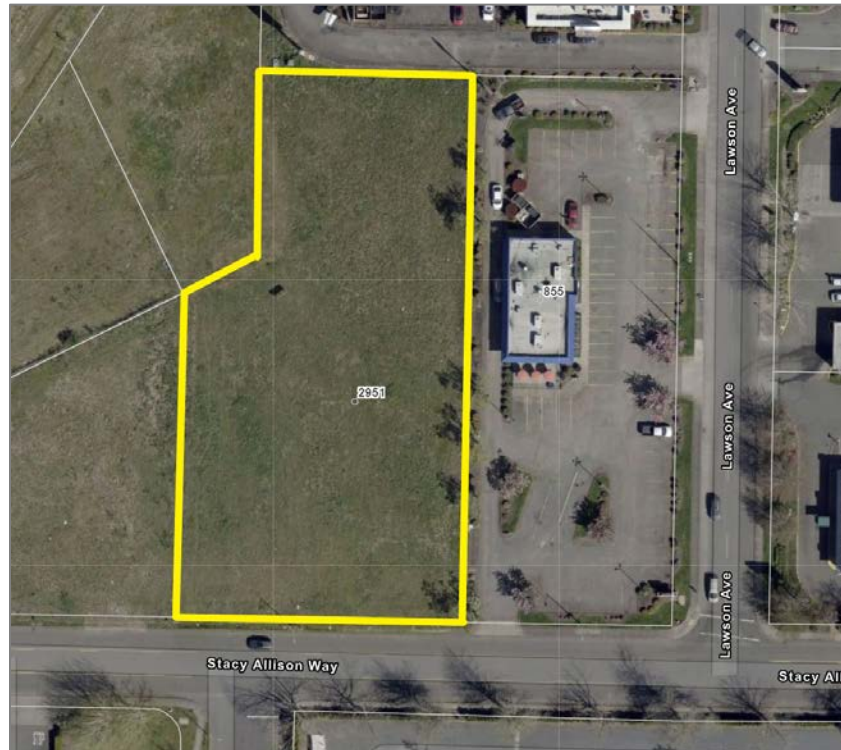
The Planning Commission held a public hearing on December 8, 2022 and unanimously approved the Design Review (DR) and Street Exception (EXCP) application package with the conditions recommended by staff through the staff report. No individuals testified in opposition.

The subject property, 2951 Stacy Allison Way, is an undeveloped 1.25-acre property in the Commercial General (CG) zoning district and the Interchange Management Area (IMA) overlay district. The approved project is a three-story, 16,500 square foot office building with site landscaping and parking improvements. The Commission also approved the applicant's Street Exception request to modify the street improvement requirements for the frontage on Stacy Allison Way.

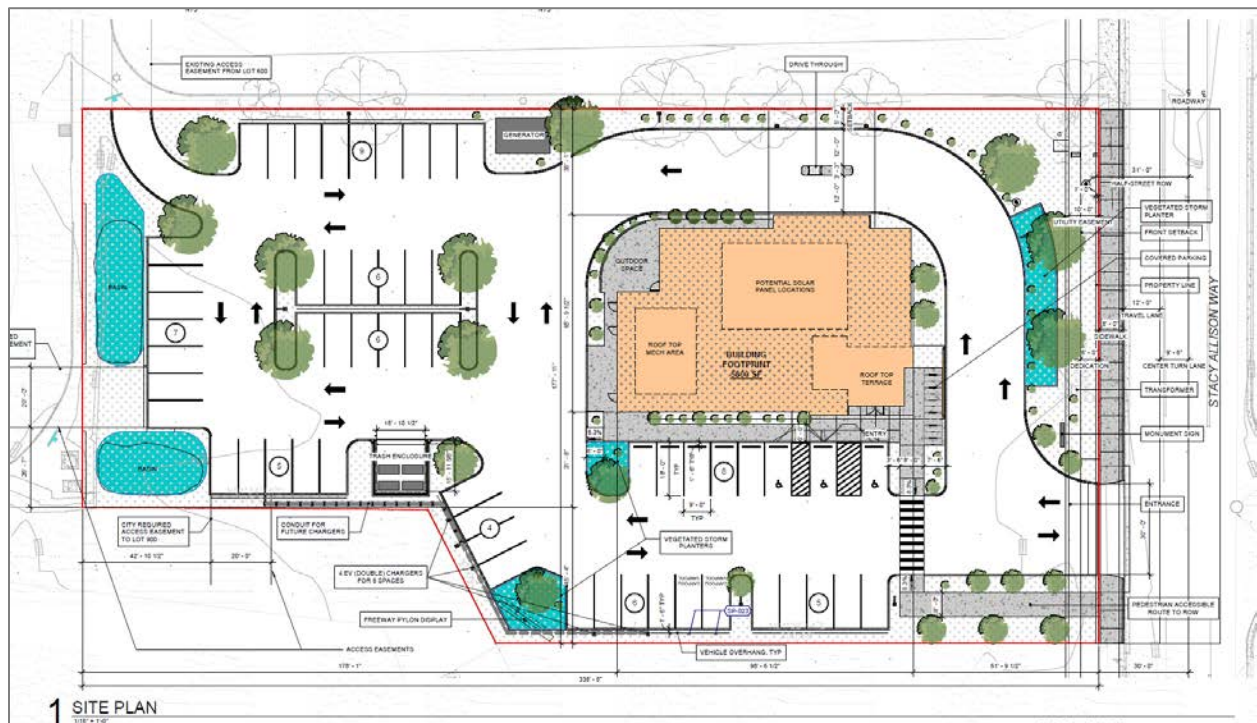
In addition to normal System Development Charges, the applicant will be paying a second transportation SDC specific to the IMA overlay district. The applicant will also be making a proportionate share contribution of \$20,000 to study the Stacy

Agenda Item Review: City Administrator ___x___ City Attorney ___x___

Allison Way / Evergreen Road intersection and a \$11,000 contribution to the Woodburn Transit Agency.



Aerial view of the subject property (north is up)



Site plan (north is to the left)



Artistic rendering