



# Agenda Item

February 23, 2011

TO: City Council  
FROM: Kathy Figley, Mayor   
SUBJECT: **Park Board Appointment**

The following appointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, February 28, 2011. No reply is required if you approve of my decision.

## **PARK BOARD COMMITTEE**

### New appointment

- o Tony Waite



# Agenda Item

February 23, 2011

TO: City Council  
FROM: Kathy Figley, Mayor   
SUBJECT: **99E Corridor Citizen Advisory Committee**

The following appointments are made, subject to the approval of the Council. Please forward any adverse comments to me prior to the Council meeting on Monday, February 28, 2011. No reply is required if you approve of my decision.

## **99E CORRIDOR CITIZEN ADVISORY COMMITTEE**

### New Appointment

- Rob Carney
- Bruce Crane (Bruce is replacing Heidi Bishop, who is unable to serve)

**COUNCIL MEETING MINUTES  
FEBRUARY 14, 2011**

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN,  
COUNTY OF MARION, STATE OF OREGON, FEBRUARY 14, 2011.**

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

**ROLL CALL**

Mayor Figley	Present
Councilor Cox	Present
Councilor Lonergan	Present
Councilor McCallum	Present
Councilor Morris	Present
Councilor Pugh	Absent
Councilor Schmidt	Present

**Staff Present:** City Administrator Derickson, City Attorney Shields, Police Chief Russell, Public Works Director Brown, Economic & Community Development Director Hendryx, Finance Director Palacios, Community Services Director Row, Police Captain Garrett, Recreation Services Manager Spence, Community Relations Coordinator Stowers, City Recorder Shearer.

0:00 **ANNOUNCEMENTS**

- City Hall and the Library will be closed on Monday, February 21<sup>st</sup> for President's Day. The Aquatic Center will be open during normal business hours.

0:01 **APPOINTMENTS**

Mayor Figley proposed the following reappointments to City Boards and Planning Commission:

**Park Board:**

Claudia Urias-Guerrero for a term to expire December 2013

**Lonergan/McCallum**.....approve the appointment. The motion passed unanimously.

**Budget Committee:**

Dagmar Kinne for a term to expire December 2013

**Cox/Lonergan**....approve the appointments. The motion passed unanimously.

0:02 **COMMUNITY/GOVERNMENT REPORTS**

- A. Chamber of Commerce – Don Judson, Executive Director of the Woodburn Area Chamber of Commerce updated the Council on upcoming Chamber events. He also spoke of the Chambers support of City economic development efforts.
- B. Woodburn School District – David Bautista, Superintendent of the Woodburn School District provided an update on School District events and achievements.

## **COUNCIL MEETING MINUTES FEBRUARY 14, 2011**

0:09 **PROCLAMATIONS**

The Mayor declared February 16, 2011 Terrie Stevens day in recognition of her service as Assistant City Administrator. Terrie Stevens will be leaving the City for a position in California.

0:12 **PRESENTATIONS**

- A. Boys & Girls Club Teen Center: Recreation Services Manager Spence provided an update on the Teen Center agreement with the Boys & Girls Club. He also introduced Sue Bloom, Allison Weaver, and Tim Sinatra of the Boys & Girls Club who provided updates on the Boys & Girls Club programs and reach.
- B. 2010 Annual Crime Report: Chief Russell provided Council with the annual crime report for 2010.

0:49 **PUBLIC COMMENTS**

Dick Jennings commented on the 99E Advisory Committee and the information provided by staff & consultants. He also mentioned that the Planning Commission will have a workshop in conjunction with the 99E Advisory Committee to discuss the future of 99E.

0:53 **CONSENT AGENDA**

- A. Approve the Woodburn City Council minutes of January 24, 2011,
- B. accept the Planning Commission minutes of December 9, 2010
- C. accept Community Services statistics for November 2010, and
- D. recommend that OLCC approve a Liquor License Change of Ownership application for the 7 Seas Restaurant and Bar.

**McCallum/Schmidt...** adopt the Consent Agenda. The motion passed unanimously.

0:54 **COUNCIL BILL NO. 2855 – A RESOLUTION SETTING NEW FARE  
SCHEDULE FOR FIXED ROUTE TRANSIT AND PARA-TRANSIT PUBLIC  
TRANSPORTATION SERVICES**

**McCallum** introduced Council Bill 2855. Recorder Shearer read the bill by title only since there were no objections from the Council. Mayor Figley invited members of the public to comment on the proposed resolution. No one wished to speak. On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2855 duly passed.

0:55 **COUNCIL BILL NO. 2856 – A RESOLUTION ENDORSING THE WOODBURN  
STRATEGIC ECONOMIC DEVELOPMENT PLAN AND DIRECTING THE  
CITY ADMINISTRATOR TO CONSIDER THE RECOMMENDATIONS  
CONTAINED IN THE PLAN IN THE CITY BUDGET PROCESS**

**McCallum** introduced Council Bill 2856. Recorder Shearer read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2856 duly passed.

**COUNCIL MEETING MINUTES  
FEBRUARY 14, 2011**

0:56 **AUTHORIZATION TO ENTER INTO A FOUR-WAY AGREEMENT WITH MCDONALD'S CORP., GREENTREE ENTERPRISES INC., ODOT AND CITY OF WOODBURN FOR ACCESS CONTROL AND ASSOCIATED STREET MODIFICATIONS AT 2910 OR HWY 214**

Cox/McCallum... authorize the City Administrator to execute, on behalf of the Council as the Local Road Authority, an agreement with McDonald's Corporation, Greentree Enterprises Inc, Oregon Department of Transportation (ODOT) and the City of Woodburn, to modify approaches to Lawson Avenue and road improvements to Lawson Avenue and Evergreen Road. The motion passed unanimously.

0:58 **WEED & SEED IGA WITH MARION COUNTY JUVENILE DEPARTMENT FOR TRACKER PROGRAM SERVICES**

Lonergan/Morris... authorize the City Administrator to enter into an Intergovernmental Agreement with Marion County for Probation officer services in support of the Weed & Seed Tracker Program. The motion passed unanimously.

0:59 **CITY ADMINISTRATOR'S REPORT**

- A. City Administrator Derickson introduced Sarah Jo Chaplen, interim Human Resources Director.
- B. City Administrator Derickson also recognized Nancy Boyer of the Mid-Willamette Valley Council of Governments.

1:00 **MAYOR AND COUNCIL REPORTS**

- Councilor McCallum reported on his progress towards 5 Million pages of reading through the Woodburn Public Library program. He also requested an update on the water disinfection project. Public Works Director Brown provided Council with clarification on chlorination vs. chlorination.
- Councilor Cox is looking forward to the implementation of disinfection.
- Councilor Morris reminded Council of an upcoming 99E meeting.

1:08 **ADJOURNMENT**

McCallum/Lonergan... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 8:10 p.m.

APPROVED \_\_\_\_\_  
KATHRYN FIGLEY, MAYOR

ATTEST \_\_\_\_\_  
Christina M. Shearer, Recorder  
City of Woodburn, Oregon

**City of Woodburn**  
**Recreation and Park Board Minutes**  
February 8, 2011 • 6:30 p.m.



**1. CALL TO ORDER**

The meeting and was called to order at 6:30 p.m.

**2. ROLL CALL**

Position I Zandi Cox, Member (12/13)	Present
Position II (Student) vacant	
Position III Joseph Nicoletti, Board Secretary (12/13)	Present
Position IV Rosetta Wangerin, Board Chair (12/13)	Present
Position V Bruce Thomas, Member (12/13)	Present
Position VI Cheryl Shepherd, Member (12/11)	Present
Position VII vacant	

**3. APPROVAL OF MINUTES FROM December 14, 2010**

**Joseph Nicoletti/Zandi Cox** - Motion to accept the minutes as written. The motion passed unanimously.

**4. BUSINESS FROM AUDIENCE**

None.

**5. OLD BUSINESS**

Aquatic Center Update

Jim gave a brief history on why the City enlisted the services of Swim Essentials, Inc. and their principal, J.P. Moss. The Woodburn Aquatic Center Analysis, which was completed in September 2010, identified many operational deficiencies which led to the City Administrator signing an agreement with J.P. Moss, Swim Essentials, Inc. Jim reported that \$680,000 was spent last budget year on the Aquatic Center with 480,000 being subsidized through the city budget. Jim reinforced that the goal is to preserve and ensure quality programs and staff. Keenan, Interim Manager, had been looking at staffing levels and found the need to hire more staff. She is holding a life guard training this weekend with 16 people participating. Jim reported that during their early analysis, Swim Essentials determined that fee increases and restructuring of the fee schedule was necessary to maximize revenue generation. So, on February 24<sup>th</sup> a new fee schedule will be in effect. Some changes are; increased daily admission, elimination the annual 3 month pass and non-resident fees, increasing the “honored citizen” age from 55 to 60 and changing the “adult” fee age to 19 rather than 18. To ensure patrons who cannot afford the fee increases, the scholarship program has been expanded. Sponsors are also being sought to provide funds for the Help-A-Kid Program, which will enable low income youth to participate in aquatic programming. The new plan also provides more lap and recreational swim times while adding more dynamic programming. While monitoring the finances, Jim found \$11,000 was saved in January. Discussion took place addressing current patron concerns brought to Rosetta’s attention this last month. Jim wanted everyone to realize that the changes being made to the

**City of Woodburn**  
**Recreation and Park Board Minutes**  
February 8, 2011 • 6:30 p.m.



Aquatic Center operations are not intended to make patrons feel uncomfortable and unwanted. They are being made to maximize efficiency that in turn will generate revenue. The Board stressed that customer service and a positive experience would be critical to the success of the Aquatic Center. The Board felt there needed to be a clear process for patrons to give feedback and suggestions. The consensus was to place a suggestion box on the front counter and post the manager/lead staff weekly work schedule for patron's convenience. They also suggested staff having a log book to record patron's comments and feedback. Jim asked that people please be patient and assured the Board that he would pass their comments on to the consultant. He stated that Focus Groups will soon be developed which would be an avenue for feedback and that customer service training is part of the plan. On February 28<sup>th</sup>, JP Moss will give a presentation to the City Council and Jim invited the Board to attend.

**6. NEW BUSINESS**

None.

**7. DIVISION REPORTS FROM THE DEPARTMENT**

**Aquatics** – no report was given.

**Recreation** – **Stu Spence**

Youth Sports – Youth Basketball in full swing with 230 kids participating.

Adult Sports – Men's League is in mid-season with 21 teams. New spring league adult basketball is planned March – May due to high demand.

Daddy Daughter Dinner Dance – Woodburn first Daddy, Daughter, Dinner and Dance will take place this Saturday at Wellspring. This formal event includes dinner, dessert, dancing, keepsake photos and has a Valentine's theme and will be a great evening out for all dads, uncles, grandpas and their significant other. This activity is for girls in Kindergarten – 6<sup>th</sup> grade, and the cost is \$25.00 a couple and \$12.00 for each extra person.

Woodburn Reads – Woodburn Reads! is a community-wide initiative that began in 2009 with a group of local stake holders that wanted to impact Woodburn's early literacy deficiencies. This year we are having a Five Million Page Challenge involving schools, city staff, Chamber members and Woodburn Public Library.

Active Adult Trips – These active adult trips remain very popular. I took 14 to Elephant Deli in Portland for lunch. Other trips this season include; Jonathan's in Salem, Dan & Louis Oyster Bar, STOMP and more.

Weed and Seed – Michele and I will be attending a national Neighborhood Works Institute in Los Angeles that will focus on neighborhood revitalization, youth engagement, community empowerment.

Boys and Girls Club – about 40 kids in attendance daily. Steering Committee is meeting next week. All day child care for \$1.00 is offered on non-school days for After School Club attendees at the Four Square Church. Fundraising has made it possible for 17 kids to attend Washington School After School Club. In April they will start the It Just Takes One campaign. The Boys and Girls Club will give a presentation at the February 14<sup>th</sup> City Council meeting.

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Discussion took place on baseball and soccer summer tournaments, annual sports agreements, concession stand use and park vendor's seasonal permits.

**Parks and Facilities – Jim Row**

Mill Creek Greenway – Jim reported that the wooden bridges and about 50 feet of trail were complete. The observation deck and trail around the pond would be completed in the spring.

Centennial Park – The construction contract ended, but still includes landscape maintenance until the end of May. Discussion took place on the storm drain system and pump failure that took place in December.

Out and About Activity Guide – The Out and About Activity Guide and the Administration's Quarterly Newsletter will now be combined, translated and distributed on a quarterly basis.

**8. FUTURE BOARD BUSINESS**

Annual Workshop

Discussion took place on the tentative date and time for the annual workshop. The decision was made to have the meeting on March 8<sup>th</sup>, starting at 5:30pm.

**9. BOARD COMMENTS**

Bruce Thomas

- Stated that 60 users were now in the Dog Park Face Book.
- There is a high demand for basketball courts in Woodburn. He stated that when the Skate Park was built, the existing basketball courts were removed and it was understood that they were to be replaced. As this was never completed, he would like them replaced in Settlemier Park. He would also like to see basketball courts, a dog park and tennis courts at Legion Park.
- Concern with kids playing soccer in the tennis courts. Jim agreed that this was problematic.
- Asked when the budget process was starting and wanted Jim to request money for needed basketball courts in the city parks.
- Asked if First Street was going to be closed for vendors during Music in the Park. Jim stated that he remembered access to electricity was the issue. He needed to meet with the Woodburn Chamber on the plans for the Summer Market at the Plaza.
- Asked about what planned activities there were for the Plaza this summer. Jim stated that besides the usual annual events, he had contacted the Aztec Dancers and they might practice there every Friday. Discussion took place on the importance of monitoring the sound level at activities.

Joseph Nicoletti

- Asked the progress of the two Wyffles Park project grants. Jim stated that he was waiting to hear from ODOT on the trails grant and the Land Water Conservation Grant was still being reviewed by the National Parks. He was recently informed that they were requiring the city to provide an actual boundary map of Settlemier Park

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**Recreation and Park Board Minutes**

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before proceeding. He stated that he is working with public works to resolve this issue and hopes that it will be resolved before the end of spring.

- Suggested another tour of the city parks for newly appointed and current Board members. It was agreed to plan a field trip in March before the annual workshop.

Zandi Cox

- Stated the need for restrooms at city sponsored events at the Downtown Plaza. Jim assured her that restrooms are provided for all day city sponsored events but not at small seasonal activities that run 1-2 hours.
- Suggested Family Rates be considered for all recreation activities.

**10. ADJOURNMENT**

Adjournment was 8:15pm

\_\_\_\_\_  
Joseph Nicoletti, Board Secretary

\_\_\_\_\_  
Paulette Zastoupil, Recording Secretary

Date \_\_\_\_\_

Date \_\_\_\_\_

# Woodburn Police Department

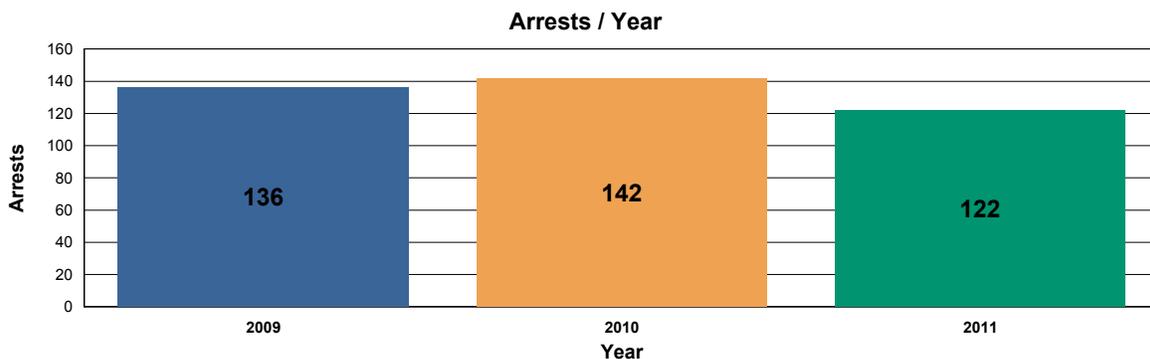
## MONTHLY ARRESTS BY OFFENSES JANUARY THRU DECEMBER 2011

CHARGE DESCRIPTION	Total	Jan
AGGRAVATED ASSAULT	7	7
ANIMAL ORDINANCES	1	1
ASSAULT SIMPLE	5	5
BURGLARY - RESIDENCE	4	4
CHILD NEGLECT	1	1
CUSTODY - DETOX	1	1
CUSTODY - MENTAL	3	3
DISORDERLY CONDUCT	3	3
DRIVING UNDER INFLUENCE	5	5
DRUG LAW VIOLATIONS	3	3
DWS/REVOKED - FELONY	1	1
DWS/REVOKED-MISDEMEANOR	2	2
EMBEZZLEMENT	1	1
FAIL TO DISPLAY OPERATORS LICENSE	4	4
FORGERY/COUNTERFEITING	3	3
FUGITIVE ARREST FOR ANOTHER AGENCY	16	16
FURNISHING	2	2
HIT AND RUN-MISDEMEANOR	2	2
INTIMIDATION /OTHER CRIMINAL THREAT	4	4
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	2	2
MINOR IN POSSESSION	11	11
OTHER	6	6
ROBBERY - OTHER	1	1
RUNAWAY	1	1
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	2	2
SEX CRIME - FORCIBLE SODOMY	1	1
SEX CRIME - MOLEST (PHYSICAL)	2	2
SEX CRIME - OTHER	1	1
THEFT - BUILDING	1	1
THEFT - OTHER	4	4
THEFT - SHOPLIFT	8	8
TRAFFIC VIOLATIONS	1	1
TRESPASS	5	5
VANDALISM	2	2
WARRANT ARREST FOR OUR AGENCY	5	5
WEAPON - CARRY CONCEALED	1	1

		<b>Jan</b>
<b>2011 Total</b>	<b>122</b>	<b>122</b>

<b>2010 Total</b>	<b>142</b>	<b>142</b>
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<b>2009 Total</b>	<b>136</b>	<b>136</b>
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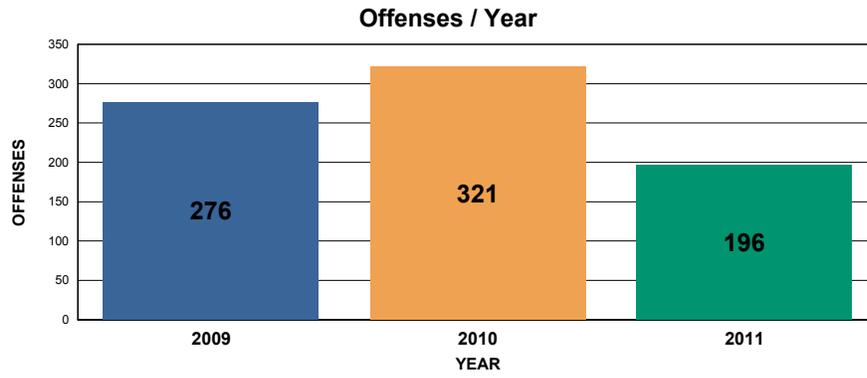
# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2011

CHARGE DESCRIPTION	Total	Jan
AGGRAVATED ASSAULT	5	5
ANIMAL ORDINANCES	2	2
ARSON	1	1
ASSAULT SIMPLE	7	7
ATTEMPTED MURDER	1	1
BURGLARY - BUSINESS	2	2
BURGLARY - RESIDENCE	7	7
CHILD NEGLECT	1	1
CRIME DAMAGE-NO VANDALISM OR ARSON	9	9
CUSTODY - DETOX	1	1
CUSTODY - MENTAL	3	3
DISORDERLY CONDUCT	1	1
DRIVING UNDER INFLUENCE	5	5
DRUG LAW VIOLATIONS	2	2
DWS/REVOKED - FELONY	1	1
DWS/REVOKED-MISDEMEANOR	2	2
EMBEZZLEMENT	1	1
FAIL TO DISPLAY OPERATORS LICENSE	4	4
FORGERY/COUNTERFEITING	4	4
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	4	4
FRAUD - OF SERVICES/FALSE PRETENSES	1	1
FUGITIVE ARREST FOR ANOTHER AGENCY	13	13
FURNISHING	2	2
HIT AND RUN-MISDEMEANOR	11	11
IDENTITY THEFT	3	3
INTIMIDATION /OTHER CRIMINAL THREAT	1	1
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	2	2
MINOR IN POSSESSION	4	4
MISCELLANEOUS	8	8
MOTOR VEHICLE THEFT	4	4
OTHER	6	6
PROPERTY - FOUND LOST MISLAID	1	1
RESTRAINING ORDER VIOLATION	1	1
ROBBERY - OTHER	1	1
ROBBERY - RESIDENCE	1	1
RUNAWAY	2	2
SEX CRIME - FORCIBLE SODOMY	1	1
SEX CRIME - MOLEST (PHYSICAL)	4	4
THEFT - BUILDING	2	2
THEFT - FROM MOTOR VEHICLE	10	10
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	3	3
THEFT - OTHER	5	5
THEFT - SHOPLIFT	5	5
TRAFFIC VIOLATIONS	1	1
TRESPASS	3	3
VANDALISM	30	30
VEHICLE RECOVERD FOR OTHER AGENCY	1	1
WARRANT ARREST FOR OUR AGENCY	5	5
WEAPON - CARRY CONCEALED	1	1
WEAPON - POSSESS ILLEGAL	1	1
	<b>Total</b>	<b>Jan</b>
<b>2011 Total</b>	<b>196</b>	<b>196</b>
<b>2010 Total</b>	<b>321</b>	<b>321</b>
<b>2009 Total</b>	<b>276</b>	<b>276</b>

# Woodburn Police Department

## MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2011





# Agenda Item

February 28, 2011

TO: Honorable Mayor and City Council through City Administrator

FROM: Scott Russell, Chief of Police

SUBJECT: **Liquor License Change of Ownership – Full On-Premises Sales**

**RECOMMENDATION:**

The Woodburn City Council recommends that the OLCC approve a **Liquor License Change of Ownership – Full On-Premises Sales** application for Chu's Eatery II.

**BACKGROUND:**

Applicant: Chu, Annie  
 16633 NE Schuyler Court  
 Portland, Or. 97230  
 503-254-3959 (Hm)  
 503-667-2487 (Wk)

Chu, Peter C.L.  
 16633 Schuyler Court  
 Portland, Or. 97230  
 503-254-3959 (Hm)  
 503-667-2487 (Wk)

Gin, Kenny K.  
 3929 SE 52<sup>nd</sup> Ave.  
 Portland, Or. 97206  
 503-771-7643 (Hm)  
 503-982-2487 (Wk)

Business: Chu's Eatery II  
 1390 N. Pacific Hwy.  
 Woodburn, OR. 97071  
 503-667-2487 (Wk)  
 503-661-8760 (Fax)

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

Owners: Peter Chu (See above under "Applicant")

License Type: **Liquor License Change of Ownership - Full On-Premises Sales**, which allows for the sale and service of distilled spirits, malt beverages and wine for consumption on the licensed premises.

On January 27, 2011, the Woodburn Police Department received a new application requesting approval for a **Change of Ownership and Full On-Premises Sales** for Chu's Eatery II located at 139 N .Pacific Hwy, Woodburn, Oregon. This location was The Eldorado which possesses a **Full On-Premises Sales** License through the Oregon Liquor Control Commission.

The business will be open Tuesday through Sunday. Tuesday through Thursday the hours of operation will be 11:00 a.m. to 2:00 a.m.. On Friday and Saturday the hours of operation will be 11:00 a.m. to 2:00 a.m. Sunday the business will be open from 11:00 a.m. to 1:00a.m. This is an establishment which will serve distilled spirits, malt beverages, wine and cider beverages as well as hot food in a restaurant type setting. There will be recorded and disc jockey music, karaoke, video lottery games, coin operated games and dancing. The Police Department has received no communication from the public or surrounding businesses in support of, or against this change.

#### **DISCUSSION:**

The Police Department has completed a background investigation, in connection with the OLCC, on the applicants and found nothing of a questionable nature, which would preclude the issuance of this license. Mr. Chu has been a long time owner of this business and is taking over operations once again. There have been past public safety issues related to alcohol sales at this location under his ownership. However, there is nothing in the record that would preclude recommending his licensure under State Law or Council Policy. In an effort to maintain future compliance an OLCC Licensee Compliance Plan was developed by the Woodburn Police Department, discussed with the Owner, and signed by both parties.

#### **FINANCIAL IMPACT:**

There is no financial impact.



OREGON LIQUOR CONTROL COMMISSION  
LIQUOR LICENSE APPLICATION

PAID  
JAN 27 2011  
11-2364  
\$100 AR

Application is being made for:

**LICENSE TYPES**

Full On-Premises Sales (\$402.60/yr)  
 Commercial Establishment  
 Caterer  
 Passenger Carrier  
 Other Public Location  
 Private Club  
 Limited On-Premises Sales (\$202.60/yr)  
 Off-Premises Sales (\$100/yr)  
 with Fuel Pumps  
 Brewery Public House (\$252.60)  
 Winery (\$250/yr)  
 Other: \_\_\_\_\_

**ACTIONS**

Change Ownership  
 New Outlet  
 Greater Privilege  
 Additional Privilege  
 Other Trade Name  
 City: \_\_\_\_\_ Name: \_\_\_\_\_

**90-DAY AUTHORITY**

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

**APPLYING AS:**

Limited Partnership  
 Corporation  
 Limited Liability Company  
 Individuals

FINANCE DEPT  
CITY OF WOODBURN  
**CITY AND COUNTY USE ONLY**

Date application received: \_\_\_\_\_

The City Council or County Commission:  
\_\_\_\_\_  
(name of city or county)

recommends that this license be:

Granted  Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

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

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**OLCC USE ONLY**

Application Rec'd by: OLCC (SD)

Date: 1/25/2011 Pending

90-day authority:  Yes  No  
Requested

- Entity or Individuals applying for the license: [See SECTION 1 of the Guide]  
 ① Chu's INC. ③ \_\_\_\_\_  
 ② \_\_\_\_\_ ④ \_\_\_\_\_
- Trade Name (dba): CHU'S EATERY (II)
- Business Location: 1390 N. Pacific Hwy., Woodburn, OR. 97071  
 (number, street, rural route) (city) (county) (state) (ZIP code)
- Business Mailing Address: 17110 SE POWELL BLVD., PORTLAND, OR. 97236  
 (PO box, number, street, rural route) (city) (state) (ZIP code)
- Business Numbers: 503) 667-2487 503) 661-8760  
 (phone) (fax)
- Is the business at this location currently licensed by OLCC?  Yes  No
- If yes to whom: Eldorado B. LLC Type of License: Restaurant Full on-premises
- Former Business Name: Eldorado
- Will you have a manager?  Yes  No Name: Kenny K. Gin  
 (manager must fill out an Individual History form)
- What is the local governing body where your business is located? Woodburn, Marion  
 (name of city or county)
- Contact person for this application: PETER C.L. CHU 503) 667-2487 780-7869 cell  
 (name) (phone number(s))  
17110 SE Powell Blvd, Ptd. OR. 97236 503) 661-8760 chuseatery@yahoo.com  
 (address) (fax number) (e-mail address)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

**Applicant(s) Signature(s) and Date:**

① Peter Chiu Date 1-20-11 ③  
 ② Emily Date 1-20-11 ④

**RECEIVED**  
 OREGON LIQUOR CONTROL COMMISSION  
 JAN 25 2011 Date 1-20-11



# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE  
YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE.  
ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): CHU'S EATERY II City: Woodburn

1. Name: CHU ANNIE  
(last) (first) (middle)

2. Other names used (maiden, other): - NONE -

3. Residence Address: 16633 NE Schuyler Ct, Portland, OR 97230  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 254-3959 Business Phone: (503) 667-2487

5. \*SSN: 541-94-1867 Place of Birth: HONG-KONG DOB: 3/06/55 Sex: M  F   
(State/Country) (mm) (dd) (yyyy)

6. Driver License or State ID #: 3108941 State: OR Spouse's name: CHU, PETER

7. List all states, other than Oregon, where you have lived during the past ten years:  
(NONE)

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes  No  
If yes, when, where and name of premises? 1987 - Portland, OR, CHU'S EATERY

9. In the past twelve years, have you been convicted of any violation, misdemeanor or felony?  Yes  No  
If yes, what, when and where? \_\_\_\_\_

10. Have you ever entered into a diversion agreement?  Yes  No  
If yes, when and where? \_\_\_\_\_

11. Do you have any arrests or citations that have not been resolved?  Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license: NO  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol?  Yes  No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract?  Yes  No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state?  Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: [Signature] Date: 1-20-11

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.  
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:  
Applicant Signature: [Signature] Date: 1-20-11





# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE  
YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE.  
ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): CHU'S EATERY II City: Woodburn

1. Name: CHU PETER C.L.  
(last) (first) (middle)

2. Other names used (maiden, other): - NONE -

3. Residence Address: 16633 NE Schuyler Ct. Portland, OR 97030  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 254-3959 Business Phone: (503) 667-2487

5. \*SSN: 540-82-3995 Place of Birth: CHINA DOB: 8/20/52 Sex: M  F   
(State/Country) (mm) (dd) (YYYY)

6. Driver License or State ID #: 2412347 State: OR Spouse's name: CHU, ANNIE

7. List all states, other than Oregon, where you have lived during the past ten years:  
(NONE)

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes  No  
If yes, when, where and name of premises? 1987 - Portland, OR. CHU'S EATERY (Current)

9. In the past twelve years, have you been convicted of **any** violation, misdemeanor or felony?  Yes  No  
If yes, what, when and where? \_\_\_\_\_

10. Have you ever entered into a diversion agreement?  Yes  No  
If yes, when and where? \_\_\_\_\_

11. Do you have any arrests or citations that have not been resolved?  Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date: \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license: NO  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol?  Yes  No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract?  Yes  No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state?  Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: Peter Chu Date: 1-20-11

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:

Applicant Signature: Peter Chu Date: 1-20-11





# OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE

YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): Chin's Eatery II City: Woodburn

1. Name: Gin (last) Kenny (first) K. (middle)

2. Other names used (maiden, other): N/A

3. Residence Address: 3929 SE 52ND AVE Portland OR 97206  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 771-7643 Business Phone: (503) 982-2487

5. \*SSN: 540-15-5689 Place of Birth: Portland OR USA DOB: 05 / 16 / 71 Sex: M  F  
(State/Country) (mm) (dd) (yyyy)

6. Driver License or State ID #: 4441816 State: OR Spouse's name: N/A

7. List all states, other than Oregon, where you have lived during the past ten years:

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes  No  
If yes, when, where and name of premises?

9. In the past twelve years, have you been convicted of **any** violation, misdemeanor or felony?  Yes  No  
If yes, what, when and where?

10. Have you ever entered into a diversion agreement?  Yes  No  
If yes, when and where?

11. Do you have any arrests or citations that have not been resolved?  Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date: \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license: N/A  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol?  Yes  No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract?  Yes  No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state?  Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: Kenny K Date: 01/24/11

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.

Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:

Applicant Signature: Kenny K Date: 01/24/11



4 5 1 0 0 1 A 1



OREGON LIQUOR CONTROL COMMISSION  
BUSINESS INFORMATION

Please Print or Type

Applicant Name Chu's Inc. Phone: 503) 667-2487  
Trade Name (dba): CHU'S PASTRY II  
Business Location Address: 1390 N. Pacific Hwy.  
City: Woodburn, OR. ZIP Code: 97071

**DAYS AND HOURS OF OPERATION**

Business Hours:

Sunday 11 AM to 1 AM  
Monday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday 11 AM to 9 PM  
Wednesday 11 AM to 9 PM  
Thursday 11 AM to 9 PM  
Friday 11 AM to 2 AM  
Saturday 11 AM to 2 AM

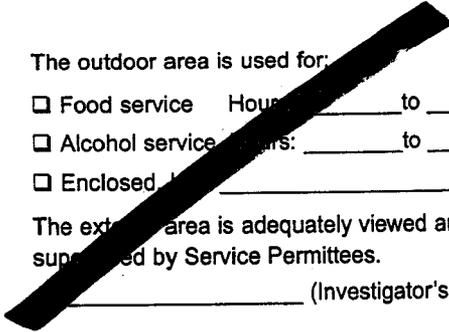
Outdoor Area Hours:

Sunday \_\_\_\_\_ to \_\_\_\_\_  
Monday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday \_\_\_\_\_ to \_\_\_\_\_  
Wednesday N/A to \_\_\_\_\_  
Thursday \_\_\_\_\_ to \_\_\_\_\_  
Friday \_\_\_\_\_ to \_\_\_\_\_  
Saturday \_\_\_\_\_ to \_\_\_\_\_

The outdoor area is used for:

- Food service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_
- Enclosed \_\_\_\_\_

The outdoor area is adequately viewed and/or supervised by Service Permittees.



(Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: \_\_\_\_\_

**ENTERTAINMENT**

Check all that apply:

- Live Music
- Recorded Music
- DJ Music
- Dancing
- Nude Entertainers
- Karaoke
- Coin-operated Games
- Video Lottery Machines
- Social Gaming
- Pool Tables
- Other: \_\_\_\_\_

**DAYS & HOURS OF LIVE OR DJ MUSIC**

Sunday 8 PM to 1 AM  
Monday \_\_\_\_\_ to \_\_\_\_\_  
Tuesday \_\_\_\_\_ to \_\_\_\_\_  
Wednesday \_\_\_\_\_ to \_\_\_\_\_  
Thursday \_\_\_\_\_ to \_\_\_\_\_  
Friday 9 PM to 2 AM  
Saturday 9 PM to 2 AM

**SEATING COUNT**

Restaurant: 170 Outdoor: \_\_\_\_\_  
Lounge: 100 Other (explain): pottery 5  
Banquet: 150 Total Seating: 420

**OLCC USE ONLY**

Investigator Verified Seating: \_\_\_\_\_ (Y) \_\_\_\_\_ (N)  
Investigator Initials: \_\_\_\_\_  
Date: \_\_\_\_\_

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Peter Selby Date: 1-20-11

1-800-452-OLCC (6522)

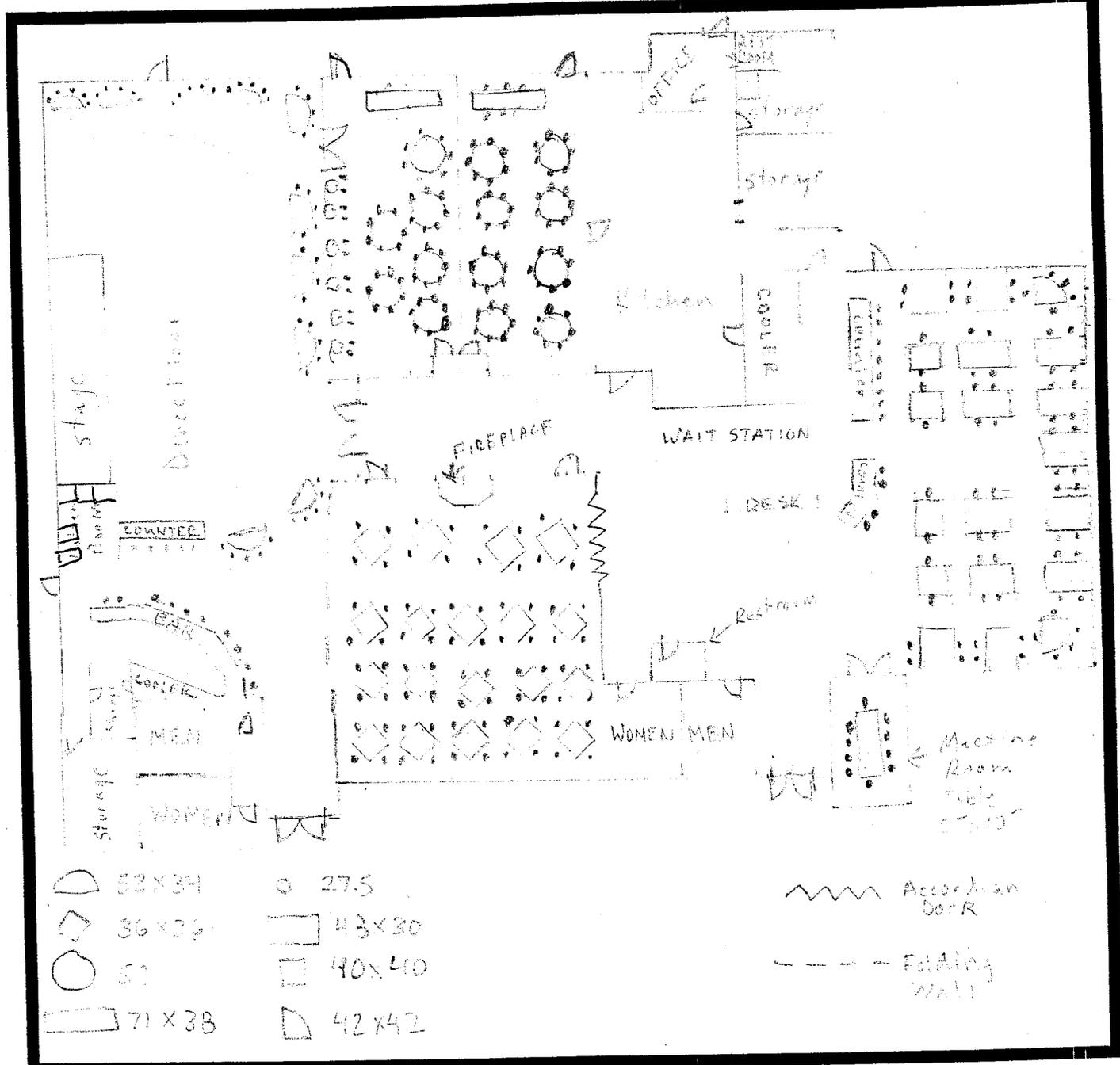
www.oregon.gov/olcc

(rev. 12/07)



# OREGON LIQUOR CONTROL COMMISSION FLOOR PLAN

- Your floor plan must be submitted on this form.
- Use a separate Floor Plan Form for each level or floor of the building.
- Applicants must provide a sketch that shows the specific area of the premises (e.g. dining area, bar, lounge, kitchen and restrooms). Full On-Premises (commercial establishments) applicants must also show dining tables. See example on back.



Chus Inc.  
 Applicant Name  
Chus Eatery (II)  
 Trade Name (dba):  
Woodburn, 97071  
 City and ZIP Code

.....OLCC USE ONLY.....  
 MINOR POSTING ASSIGNMENT(S)  
 Date: \_\_\_\_\_ Initials: \_\_\_\_\_

# **City of Woodburn**

## **OLCC Licensee Compliance Plan**

**Licensee: Peter C.L. Chu**

**Business: Chu's Eatery II**  
1390 N. Pacific Hwy.  
Woodburn, Oregon 97071

In order to comply with OLCC liquor control laws and rules, with the laws of the State of Oregon, and with the Ordinances of the City of Woodburn, the undersigned agree to the following action steps for Establishment:

1. No alcoholic beverages will be sold prior to 7:00AM, nor after 2:30AM.
2. Licensee will require all employees to attend and complete an alcohol server's class approved by the OLCC prior to serving any alcoholic beverage to any customer. The Licensee will hold quarterly meetings with all employees to review: Applicable laws, this action plan, and the names of patrons suspected to be involved with drugs or any other unlawful activity.
3. The Licensee will post signs inside the premises, indicating that no drug dealing or usage is permitted, and that the business invites and encourages police on the premises. One of these signs will be visible on the wall when entering and exiting the building; the other two will be posted on each restroom door. These signs will be in both English and Spanish.
4. A daily incident log will be kept on the premises. Any illegal or disturbing behavior will be logged. Also logged will be attempted violations of OLCC rule such as: Minors attempting entrance into the lounge area or visibly intoxicated persons attempting entrance into the lounge area. The log book will contain:
  - a. Date, time, and type of incident
  - b. Name or photo of person(s) involved
  - c. Make, model, year, color, and license number vehicles associated with persons engaged in problem behavior
  - d. Action taken by employees during or after the incident
5. Any patrons observed to be engaged in the following illegal activity shall be permanently barred by the Licensee:
  - a. Illegal Drug Activity
  - b. Serious Fights or disturbances
  - c. Carrying Weapons Illegally

6. Any patrons observed or engaged in minor arguments or disturbances shall be barred by the Licensee for a period of at least six months.
7. The Licensee will constantly monitor restroom for illegal activity and excessive or suspicious use.
8. The Licensee will not serve any patron who shows signs of visible intoxication for the remainder of the day. If another patron is observed passing alcoholic beverages to the visibly intoxicated person (VIP), that patron will not be served for the remainder of the day either.
9. The designated manager or owner will be on premises during all business hours
10. For special private functions or parties, the Licensee shall provide written notice to Chief of Police seven days in advance.
11. The Woodburn Police Department agrees to assist the Licensee in enforcing rules and exclusions as outlined in this action plan.
12. The Woodburn Police Department reserves the right to amend this compliance plan as needed.

Licensee/Date: Petrus Kalus 2-22-11.

Chief of Police/Date: Sgt D. Russell 2-22-11



# Agenda Item

February 28, 2011

TO: Honorable Mayor and City Council through City Administrator

FROM: Scott Russell, Chief of Police

SUBJECT: **Liquor License Application for New Outlet – Off-Premises Sales**

**RECOMMENDATION:**

The Woodburn City Council recommends that the OLCC approve a **New Outlet - Off-Premises Sales Liquor License Application** for Walgreens #12095.

**BACKGROUND:**

Applicant: Jeff Ray Biesenthal  
 4152 NE 11<sup>th</sup> Way  
 Gresham, OR. 97030  
 503-929-4176 (HM)  
 847-527-4606 (Store)  
 847-368-6691 (Corporate)

Business: Walgreens #12095  
 1000 N. Evergreen Rd.  
 Woodburn, OR. 97071  
 847-368-4606 (Store)

Owners: Walgreen Corporation  
 300 Wilmot Road, MS 3301  
 Deerfield, IL 60015  
Contact Person: Eric Lyles (847-527-4604)

License Type: **New Outlet - Off-Premises Sales**

---

Agenda Item Review: City Administrator  City Attorney  Finance

**DISCUSSION:**

On February 7, 2011 the Woodburn Police Department received an application requesting approval for a **New Outlet - Off-Premises Sales** of alcohol for Walgreens #12095 located at 1000 N. Evergreen Road, Woodburn, Oregon. This business is new to the City of Woodburn. The above mentioned applicants are applying for this license through the Oregon Liquor Control Commission.

The business will be open daily, Sunday through Saturday, from 8:00 a.m. to 10:00 p.m. This business is a Convenience/Drug store that will service among other products, grocery items to include alcoholic and non-alcoholic beverages for off-premises consumption. These alcoholic beverages are beer, wine and hard cider. No entertainment, dancing, or live music will occur on the premises.

The Woodburn Police Department has received no communication from the public or surrounding businesses in support of, or against this location.

**FINANCIAL IMPACT:**

There is no financial impact.



We request for a temporary license

# OREGON LIQUOR CONTROL COMMISSION LIQUOR LICENSE APPLICATION

RECEIVED  
FEB 07 2011

PAID  
FEB 7 2011

11-2358

FINANCE DEPT.  
CITY OF WOODBURN

\$ 100 - sy

Application is being made for:

### LICENSE TYPES

- Full On-Premises Sales (\$402.60/yr)
  - Commercial Establishment
  - Caterer
  - Passenger Carrier
  - Other Public Location
  - Private Club
- Limited On-Premises Sales (\$202.60/yr)
- Off-Premises Sales (\$100/yr)
  - with Fuel Pumps
- Brewery Public House (\$252.60)
- Winery (\$250/yr)
- Other: \_\_\_\_\_

### ACTIONS

- Change Ownership
- New Outlet
- Greater Privilege
- Additional Privilege
- Other \_\_\_\_\_

### 90-DAY AUTHORITY

Check here if you are applying for a change of ownership at a business that has a current liquor license, or if you are applying for an Off-Premises Sales license and are requesting a 90-Day Temporary Authority

### APPLYING AS:

- Limited Partnership
- Corporation
- Limited Liability Company
- Individuals

### CITY AND COUNTY USE ONLY

Date application received: \_\_\_\_\_

The City Council or County Commission:

(name of city or county)

recommends that this license be:

- Granted
- Denied

By: \_\_\_\_\_  
(signature) (date)

Name: \_\_\_\_\_

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

### OLCC USE ONLY

Application Rec'd by: ACC GD

Date: 1/27/2011 (Pending)

90-day authority:  Yes  No

1. Entity or Individuals applying for the license: [See SECTION 1 of the Guide]

① Walgreen Co. (Master File) ③ \_\_\_\_\_

② \_\_\_\_\_ ④ \_\_\_\_\_

2. Trade Name (dba): Walgreens #12095

3. Business Location: 1000 N. Evergreen Rd. Woodburn Marion OR 97071  
(number, street, rural route) (city) (county) (state) (ZIP code)

4. Business Mailing Address: PO Box 901, Attn: Eric Lyles Deerfield Illinois 60015  
(PO box, number, street, rural route) (city) (state) (ZIP code)

5. Business Numbers: Store: Pending Installation Corporate: 847-527-4604 Store: Pending Installation Corporate: 847-368-6691  
(phone) (fax)

6. Is the business at this location currently licensed by OLCC?  Yes  No

7. If yes to whom: NA Type of License: NA

8. Former Business Name: NA

9. Will you have a manager?  Yes  No Name: Jeff Bisenthal  
(manager must fill out an Individual History form)

10. What is the local governing body where your business is located? Woodburn  
(name of city or county)

11. Contact person for this application: Eric Lyles 847-527-4604  
(name) (phone number(s))  
300 Wilmot Road, MS 3301, Deerfield, IL 60015 847-368-6691 eric.lyles@walgreens.com  
(address) (fax number)

I understand that if my answers are not true and complete, the OLCC may deny my license application.

Applicant(s) Signature(s) and Date:

① Margarita Kellen Date 01/17/2011 ③ JAN 26 2011 Date \_\_\_\_\_  
Margarita Kellen - Assistant Secretary

② \_\_\_\_\_ Date \_\_\_\_\_ ④ \_\_\_\_\_ Date \_\_\_\_\_

SALEM REGIONAL OFFICE

# Manager 11-7358



## OREGON LIQUOR CONTROL COMMISSION INDIVIDUAL HISTORY

PLEASE PRINT OR TYPE

YOU MUST ANSWER ALL QUESTIONS ON THIS FORM. IF THE QUESTION DOES NOT APPLY, WRITE N/A IN THE SPACE. ATTACH ADDITIONAL SHEETS IF NECESSARY.

Trade Name (d.b.a.): Walgreens #12095 City: Woodburn

1. Name: Biesenthal Jeff Ray  
(last) (first) (middle)

2. Other names used (maiden, other): \_\_\_\_\_

3. Residence Address: 4152 NE 11TH WAY Gresham OR 97030  
(number and street) (city) (state) (ZIP code)

4. Home Phone: (503) 929-4176 Business Phone: (\_\_\_\_) \_\_\_\_\_

5. \*SSN: 352-54-6814 Place of Birth: ILLINOIS / USA DOB: 09 / 29 / 1971 Sex: M  F  
(State/Country) (mm) (dd) (yyyy)

6. Driver License or State ID #: 9798056 State: OR Spouse's name: Ashley Biesenthal

7. List all states, other than Oregon, where you have lived during the past ten years:  
Illinois

8. Do you currently hold, or have you ever held a liquor license in this or any other state?  Yes \_\_\_ No  
If yes, when, where and name of premises? Walgreens #05572 2829 N. Lombard St, Portland, OR 97217

9. In the past twelve years, have you been convicted of **any** violation, misdemeanor or felony? \_\_\_ Yes  No  
If yes, what, when and where? \_\_\_\_\_

10. Have you ever entered into a diversion agreement? \_\_\_ Yes  No  
If yes, when and where? \_\_\_\_\_

11. Do you have any arrests or citations that have not been resolved? \_\_\_ Yes  No  
If yes, arrested/cited for: \_\_\_\_\_ Date \_\_\_\_\_ County/City/State/ \_\_\_\_\_

12. If you are applying for a retail liquor license:  
a. Do you have any financial interest, direct or indirect, in any manufacturer or distributor of alcohol? \_\_\_ Yes  No If yes, what and where: \_\_\_\_\_  
b. Does any person having a financial or ownership interest in a manufacturer or distributor have an interest in, or potential claim upon your business or premises, for instance through investment, a loan, lease or contract? \_\_\_ Yes  No If yes, who? \_\_\_\_\_

13. Have you ever had a warning, violation, suspension, fine, cancellation or refusal as a licensee or service permittee, in Oregon or any other state? \_\_\_ Yes  No If yes, when: \_\_\_\_\_ where: \_\_\_\_\_

I UNDERSTAND THE OLCC WILL USE THE ABOVE INFORMATION TO CHECK FOR CRIMINAL RECORDS. I UNDERSTAND IF MY ANSWERS ARE NOT TRUE AND COMPLETE, THE OLCC MAY DENY MY LICENSE APPLICATION.

Applicant Signature: Jeffrey R. Biesenthal Date: 1-19-11

**\*SOCIAL SECURITY NUMBER DISCLOSURE** As part of your application for an initial or renewal license, Federal and State laws require you to provide your Social Security Number (SSN) to the Oregon Liquor Control Commission (OLCC) for child support enforcement purposes (42 USC § 666(a)(13) & ORS 25.785). The OLCC will refuse a license to any applicant or licensee who fails to provide his/her SSN. Your SSN will be used only for child support enforcement purposes unless you sign below.  
Based on our authority under ORS 471.311 and OAR 845-005-0312(6), we are requesting your voluntary consent to use your SSN for the following administrative purposes only: to match your license application to your Alcohol Server Education records (where applicable), and to ensure your identity for criminal records checks. OLCC will not deny you any rights, benefits or privileges otherwise provided by law if you do not consent to use of your SSN for these administrative purposes (5 USC § 552(a)). If you consent to these uses, please sign here:  
Applicant Signature: Jeffrey R. Biesenthal Date: 1/18/11

OSP/DMV  
Search Completed



4 5 1 0 0 1 A 1

1-800-452-OLCC (6522)  
www.oregon.gov/olcc

JAN 26 2011 (rev. 12/07)

INITIALS: JR



# OREGON LIQUOR CONTROL COMMISSION BUSINESS INFORMATION

Please Print or Type

Applicant Name: Walgreen Co. Phone: 847-527-4604

Trade Name (dba): Walgreens #12095

Business Location Address: 1000 N. Evergreen Rd.

City: Woodburn ZIP Code: 97071

### DAYS AND HOURS OF OPERATION

#### Business Hours:

Sunday	<u>8AM</u>	to	<u>10PM</u>
Monday	<u>8AM</u>	to	<u>10PM</u>
Tuesday	<u>8AM</u>	to	<u>10PM</u>
Wednesday	<u>8AM</u>	to	<u>10PM</u>
Thursday	<u>8AM</u>	to	<u>10PM</u>
Friday	<u>8AM</u>	to	<u>10PM</u>
Saturday	<u>8AM</u>	to	<u>10PM</u>

#### Outdoor Area Hours: NA

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

The outdoor area is used for: NA

Food service Hours: \_\_\_\_\_ to \_\_\_\_\_

Alcohol service Hours: \_\_\_\_\_ to \_\_\_\_\_

Enclosed, how \_\_\_\_\_

The exterior area is adequately viewed and/or supervised by Service Permittees.

\_\_\_\_\_ (Investigator's Initials)

Seasonal Variations:  Yes  No If yes, explain: During the Thanksgiving and Christmas holidays, store #12095 will be open until midnight

### ENTERTAINMENT

Check all that apply: NA

- |  |   |
|--|---|
| <input type="checkbox"/> Live Music        | <input type="checkbox"/> Karaoke                |
| <input type="checkbox"/> Recorded Music    | <input type="checkbox"/> Coin-operated Games    |
| <input type="checkbox"/> DJ Music          | <input type="checkbox"/> Video Lottery Machines |
| <input type="checkbox"/> Dancing           | <input type="checkbox"/> Social Gaming          |
| <input type="checkbox"/> Nude Entertainers | <input type="checkbox"/> Pool Tables            |
|  | <input type="checkbox"/> Other: _____           |

### DAYS & HOURS OF LIVE OR DJ MUSIC

NA

Sunday	_____	to	_____
Monday	_____	to	_____
Tuesday	_____	to	_____
Wednesday	_____	to	_____
Thursday	_____	to	_____
Friday	_____	to	_____
Saturday	_____	to	_____

### SEATING COUNT

NA

Restaurant: \_\_\_\_\_ Outdoor: \_\_\_\_\_

Lounge: \_\_\_\_\_ Other (explain): \_\_\_\_\_

Banquet: \_\_\_\_\_ Total Seating: \_\_\_\_\_

<b>OLCC USE ONLY</b>	
Investigator Verified Seating: _____ (Y) <input checked="" type="checkbox"/> (N)	
Investigator Initials: <u>SP</u>	
Date: <u>1/21/2011</u>	

I understand if my answers are not true and complete, the OLCC may deny my license application.

Applicant Signature: Margarita Keller Date: 01/17/2011

Margarita Keller  
Assistant Secretary

**1-800-452-OLCC (6522)**  
[www.oregon.gov/olcc](http://www.oregon.gov/olcc)



# Agenda Item

February 28, 2011

TO: Honorable Mayor and City Council through City Administrator

FROM: Scott Russell, Chief of Police

SUBJECT: **2011 OLCC Renewal**

**RECOMMENDATION:**

The Woodburn City Council recommends to the OLCC renewal of Liquor licenses for the listed businesses for the year 2011.

**BACKGROUND:**

Annually the Police Department reviews activities occurring at or in the vicinity of all licensed liquor establishments in Woodburn. Through the established guidelines and procedures, the City Council ensures equitable and consistent treatment of liquor license applications.

The following liquor license applications were reviewed in accordance with the police department standards and are recommended for approval:

**Off Premises Sales:**

7-Eleven  
 Arco Am PM #3527  
 BI-Mart Corp  
 Crossroads Grocery & Deli  
 Dos Arbolitos Musica Latina  
 EZ Stop Grocery & Deli  
 Harry and David #595  
 Am PM of Woodburn  
 O'Donnell Enterprises  
 Safeway Store #1976  
 Su Casa Imports  
 Wal Mart Supercenter #1793  
 Woodburn Grocery Outlet  
 Woodburn Stop N Go

A&J Market  
 Berry Good Farms  
 C & M market  
 Chavitas Foods  
 El Rancho Grande Market  
 Gary's Market  
 Imperial Market and Deli  
 La Azteca  
 Pipers Jewelry  
 Sip Wine and Bistro #812  
 The Bistro at Wellspring  
 Woodburn Fast Serve INC  
 Woodburn Mega Foods  
 Wooden Shoe Tulip Farm

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

Young Street Market

Woodburn Stop N Go

**Full On Premise Sales:**

Casa Marquez Mexican Grill  
Cinco De Mayo Taqueria  
Eagles Lodge #3284  
Elmer' Restaurant  
Lupita's  
Margaritas  
Rumor's Bar and Grill  
The Raven Inn  
Vitality at Wellspring  
EL Dorado

Denny's At Woodburn  
Elks Lodge #2637  
Los Cabos Mexican Restaurant  
Mangos  
OGA Members Course  
The End Zone Sports Bar/Grill  
The Sand Trap Bar and Grill  
Yun Wah Chinese Restaurant

**Limited On-Premise Sale:**

7 Mares Restaurant  
Cactus Grill Taqueria & Restaurant  
Los Girsasoles  
Nuevo Arandas  
Shari's of Woodburn  
Taqueria Guadalajara

Abby's Pizza Inn of Woodburn  
DEDE's Deli  
Mariscos EL Sarandeadado  
Pizza Hut  
Sip Wine & Bistro  
Woodburn Bowl

**DISCUSSION:**

The Police Department has completed a background investigation, in connection with the OLCC, on the businesses and found nothing of a questionable nature, which would preclude the renewal of these licenses.

**FINANCIAL IMPACT:**

There is no financial impact.



# Agenda Item

February 28, 2011

TO: Mayor and City Council through City Administrator

FROM: Scott D. Russell, Chief of Police

SUBJECT: **Intergovernmental Agreement for Regional Automated Information Network (RAIN)**

**RECOMMENDATION:**

Adopt the ordinance entering into the RAIN Consortium for law enforcement information sharing services and authorizing the City Administrator to sign the intergovernmental agreement.

**BACKGROUND:**

For more than 20 years the Cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Salem, Silverton, Stayton, Turner, and Woodburn and the Counties of Marion, Polk, and Yamhill, have participated in the sharing of law enforcement data as part of the RAIN Consortium. Over the last few years RAIN has obtained several large federal grants allowing for the upgrade of this information network, for expansion to more agencies, and obtaining the operational support from the Oregon Department of Justice. These increased responsibilities have required the redrafting of the RAIN ORS 190 agreement.

**DISCUSSION:**

The RAIN consortium operates a COPLINK data warehousing system. RAINLINC, as the system is called, provides active links for all the listed agencies to selected sets of data. Only authorized users are allowed access to the system and they are only allowed access to data that the agency providing the data has authorized. Typically this includes suspect and vehicle information, information about types of crime, suspect patterns, and other identifying information. The system will also link with other areas that also have operational COPLINK nodes; this includes New Mexico, Utah, Washington, and California.

On numerous occasions in the past such shared information has provided real help as officers seek to gain information on unknown suspects. In the past

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Agenda Item Review: City Administrator  City Attorney  Finance

several homicides and serial crimes have been solved by Woodburn Police officers utilizing RAINLINC data. COPLINK is the premier information sharing program in the world and will provide numerous improvements in the former system. The redraft of the ORS 190 agreement will allow for the expected growth as many other agencies seek to join RAIN, and allow the Oregon Department of Justice to operate the system for us while still providing for local control and proper cost allocation and control so that the system is perpetual and yet does not run ahead of agencies ability to pay.

An ordinance was used to enter into the agreement since it involves the creation of an intergovernmental entity under state law. Also, an emergency clause was added so that the City can immediately be a part of this new entity and accommodate establishment of the COPLINK system.

**FINANCIAL IMPACT:**

RAIN fees are allocated in the current Woodburn Police Department Budget and no significant increase is anticipated.

**COUNCIL BILL NO. 2857**

**ORDINANCE NO. 2476**

**AN ORDINANCE ENTERING INTO AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT FOR THE REGIONAL AUTOMATED INFORMATION NETWORK; AUTHORIZING THE CITY ADMINISTRATOR TO SIGN SAID AGREEMENT; AND DECLARING AN EMERGENCY**

**WHEREAS**, the City of Woodburn is a member agency of the Regional Automated Information Network ("RAIN"), an intergovernmental entity originally formed pursuant to ORS Chapter 190 and since amended at various times, including the addition of new members; and

**WHEREAS**, RAIN consists of the cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Salem, Silverton, Stayton, Turner, and Woodburn and the Counties of Marion, Polk, and Yamhill ("the RAIN members"); and

**WHEREAS**, the RAIN members desire to amend and restate the terms and conditions of membership and the provisions of the Intergovernmental Agreement by entry into an Amended and Restated Intergovernmental Agreement for the Regional Automated Information Network ("Amended and Restated Intergovernmental Agreement"); and

**WHEREAS**, the City of Woodburn is a current member of RAIN and wants to consent to membership in RAIN upon the terms and conditions of the Amended and Restated Intergovernmental Agreement; and being fully advised; **NOW, THEREFORE**,

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

**Section 1.** Pursuant to ORS 190.085, the City of Woodburn enters into the Amended and Restated Intergovernmental Agreement and consents to joinder by the cities of Aumsville, Aurora, Dallas, Dundee, Gervais, Hubbard, Independence, Keizer, Lincoln City, McMinnville, Monmouth, Mt. Angel, Newberg, Salem, Silverton, Stayton, and Turner, and the counties of Marion, Polk, and Yamhill as RAIN members.

**Section 2.** That the City Administrator is authorized to sign said agreement on behalf of the City. A copy of said agreement in substantially final form is affixed hereto as Attachment "A."

**Section 3. Declaration of Emergency.** This ordinance being necessary for the immediate preservation of the public peace, health and safety for the reason that the City wants to accommodate the establishment of the COPLINK system, an emergency is declared to exist and this ordinance shall take effect immediately upon passage by the Council and approval by the Mayor.

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

Approved: \_\_\_\_\_  
Kathryn Figley, Mayor

Passed by the Council \_\_\_\_\_

Submitted to the Mayor \_\_\_\_\_

Approved by the Mayor \_\_\_\_\_

Filed in the Office of the Recorder \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Christina Shearer, City Recorder  
City of Woodburn, Oregon

**AMENDED AND RESTATED AGREEMENT  
FOR  
REGIONAL AUTOMATED INFORMATION NETWORK**

THIS AMENDMENT TO AGREEMENT REGIONAL AUTOMATED INFORMATION NETWORK is made and entered into by and between the governmental units which have signed this Agreement dated July 1<sup>st</sup>, 2009, creating the Regional Automated Information Network (RAIN) as set forth below (hereinafter collectively referred to as "Member Agencies"). The Regional Automated Information Network is an intergovernmental entity formed under O.R.S. 190.010, et seq. This Agreement has been amended at various times since its adoption. The Member Agencies wish to modify the terms and conditions of the Agreement as set forth herein.

In consideration of the mutual benefits and obligations as set forth herein, the Member Agencies agree to the following:

**RECITALS**

This Agreement is entered into pursuant to ORS 190.010, *et seq.*; and

This Agreement creates an intergovernmental entity known as the Regional Automated Information Network (hereinafter referred to as "RAIN"); and

The Member Agencies hereto have a public interest in assuring adequate law enforcement information is available; and

The Member Agencies find that the performance of this Agreement is in the best interest of all Member Agencies and that this undertaking will benefit the public; and

This Amended and Restated Agreement replaces and supersedes all prior versions and amendments of any RAIN Agreement.

**AGREEMENT**

In consideration of the mutual benefits and obligations as set forth herein, the Member Agencies hereby agree as follows:

**SECTION 1  
PURPOSE**

The Member Agencies hereto intend to jointly share criminal justice information, pool technology resources and streamline information management in order to minimize costs to all.

**SECTION 2  
GENERAL MEMBERSHIP**

General Membership in RAIN:

- 2.1. General Membership shall consist of the following.
  - A. Each Member Agency shall select its voting representative.
  - B. Each Member Agency may appoint an alternate representative. The alternate must declare his/her voting authority at any General Membership meeting.
  - C. The voting representative selected by each Member Agency shall be eligible for election to the Board.
- 2.2. Meetings:
  - A. Will follow Roberts Rules of Order, Oregon Administrative Rules and the Oregon Revised Statutes unless otherwise noted in this Agreement.
  - B. There shall be at least two (2) meetings of the General Membership each fiscal year.
  - C. Special meetings of the General Membership may be called by the Board Chairperson or by any five (5) members.
  - D. The Chairperson shall preside over all meetings of the General Membership. The Vice-Chairperson (or, in the event the Vice-Chairperson is unavailable, any other Board member as designated by the Chairperson) shall preside over a meeting of the General Membership in the absence of the Chairperson.
- 2.3. Duties:
  - A. Elect Board members.
  - B. Provide advice and assistance to the Board.
  - C. Adopt an annual budget for RAIN and set the amount of user fees for each Member Agency.
  - D. Ratify new Member Agencies.

### SECTION 3 GOVERNING BODY

A Board of Directors (hereinafter referred to as the "Board") shall be created pursuant to this Agreement as follows:

- 3.1. The Board shall be composed as follows:
  - A. The Board shall consist of nine (9) members total, including one Chairperson and one Vice-chairperson. Board members shall be elected from the General Membership, as defined in Section 2 above. A Board member must be a representative of a Member Agency. The Board position is held by the individual and not the Member Agency.
  - B. The Chairperson shall be elected by the Board at the first Board meeting of the fiscal year
  - C. The Vice-Chairperson shall be elected by the Board at the first Board meeting of the fiscal year.
- 3.2. Terms of Office:
  - A. The term of office for all Board members shall be three (3) years. Three Board members shall be elected each fiscal year.
- 3.3. Meetings:

- A. Will follow Roberts Rules of Order, Oregon Administrative Rules and the Oregon Revised Statutes unless otherwise provided in this Agreement.
  - B. Decisions of the Board shall require the same number of affirmative votes to pass a measure as if the entire Board had been present.
  - C. The Chairperson or three (3) Board members may call other meetings during the fiscal year as deemed necessary.
  - D. The Chairperson shall preside over all meetings. The Vice-Chairperson (or, in the event the Vice-Chairperson is unavailable, any other Board member as designated by the Chairperson) shall preside over a meeting in the absence of the Chairperson.
- 3.4. Duties:
- A. The Board shall determine the type of services and equipment necessary for the operation of RAIN.
  - B. The Board shall enter into contracts with any individual, firm or corporation, or agency of government, to acquire equipment, goods, or services for the operation of RAIN.
  - C. The Board shall prepare an annual budget for the expenditure of RAIN funds and present the budget to the General Membership for adoption. The Board shall set the amount of financial participation in the form of user fees for each Member Agency and include this amount in the annual budget.
  - D. The Board shall adopt policies and procedures as necessary for the effective operation of RAIN.

#### **SECTION 4 LIMITATION OF LIABILITY**

- 4.1 Each Member Agency is responsible for the accuracy and integrity of their data and computer systems. RAIN assumes no liability for the accuracy of data entered into RAIN's system by its Member Agencies nor for any errors in data transmission.
- 4.2 Subject to the limitations and conditions set forth in the Oregon Constitution and the Oregon Tort Claims Act, each Member Agency agrees to indemnify, defend, save and hold harmless RAIN, its Board, its officers, its employees and its agents from and against any and all claims, demands, liabilities, damages, expenses, and costs of any kind or nature whatsoever arising out of or connected with any act, error or omission of any person for whose acts such Member Agency may be responsible.
- 4.3 Pursuant to ORS 190.080(3), the debts, liabilities and obligations of RAIN shall be joint and several among all of the Member Agencies.

#### **SECTION 5 TERM AND TERMINATION**

- 5.1 This Agreement shall be effective retroactively to July 1, 2009, and shall continue until terminated as provided in this Section.

- 5.2 A Member Agency may voluntarily terminate its participation in this Agreement by giving written notice to RAIN no later than November 1 of any year unless otherwise negotiated and approved in writing by the Board. This Agreement shall terminate as to that Member Agency giving notice on the following June 30.
- 5.3 Upon written notice by the Board to a Member Agency of its violation of this Agreement or a RAIN policy adopted pursuant to this Agreement, and if the violation is not remedied within sixty (60) days of receiving that written notice, the Member Agency so notified may be terminated involuntarily by a vote of the Board.
- 5.4 In the event of involuntary termination or voluntary withdrawal by a Member Agency, the Member Agency shall forfeit any payments made to RAIN or its right to payment of its portion of any of RAIN's assets.
- 5.5 If three-fourths of the Member Agencies vote to dissolve RAIN, the Board shall proceed with dissolution. Any RAIN assets may be distributed to another intergovernmental entity created pursuant to ORS 190.010 *et seq.* providing similar services. Assets and cash may be distributed in kind or in cash to the then-existing Member Agencies using the same formula that was used for allocation of user fees. Any unexpended grant proceeds or assets subject to grant agreements or conditions shall be distributed in accordance with such grant agreements or conditions.

## **SECTION 6 COMMUNICATIONS AND NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and shall be by personal delivery, by sending via a reputable commercial overnight courier, by mailing using registered or certified United States mail, return receipt requested, postage prepaid, or by electronically confirmed facsimile transmission to the address or facsimile number set forth below.

Regional Automated Information Network  
P.O. Box 21808  
Keizer, OR 97307-1808  
Fax: (888) 899-7968

## **SECTION 7 ADDITION OF NEW MEMBER AGENCIES**

Additional government agencies may become parties to this Agreement upon the written approval of the General Membership and by executing this agreement.

## **SECTION 8 AMENDMENTS**

This Agreement constitutes the complete and integrated understanding of all Member Agencies with respect to the subject matter hereof. It supersedes all prior agreements,

negotiations, and representations among the Member Agencies, whether written or oral. This Agreement may be amended only by written amendment signed by three-fourths of the Member Agencies.

### **SECTION 9 USE OF DATA**

The Member Agencies agree that to the extent permitted by ORS Chapter 192 (Public Reports Law) or any other applicable law, the information or data obtained from RAIN or any Member shall be considered confidential and not for public disclosure.

### **SECTION 10 GENERAL PROVISIONS**

- 10.1 All work product produced in furtherance of this Agreement belongs to the RAIN and any copyright, patent, trademark proprietary or any other protected intellectual property right shall vest in and is hereby assigned to the RAIN. Provider retains no right, ownership or title in any copyright, patent, trademark, proprietary or any other protected intellectual property right resulting from the work under this Agreement.
- 10.2 This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon. Each party expressly waives any and all rights to maintain an action under this Agreement in any other venue, and expressly consents that, upon motion of the other party, any case may be dismissed or its venue transferred, as appropriate, so as to effectuate this choice of venue.
- 10.3 If any Section, part or provision of this Agreement is found by a court of competent jurisdiction to be unenforceable, such Section, part or provision shall not affect the other Sections, parts or provisions, but such unenforceable Section, part or provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permitted the intent of the Member Agencies set forth in this Agreement.
- 10.4 None of the parties to this Agreement shall hold the other parties responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
- 10.5 One or more waivers or failures to object by any Member Agency to any breach, violation, or default of any Section, provision, term, condition or covenant contained in this Agreement shall not be construed or operate as a waiver of any subsequent breach, violation, or default of that or of any other Section, provision, term, condition or covenant.

**SECTION 11  
COUNTERPARTS**

This Agreement may be executed in several counterparts, all of which when taken together shall constitute one Agreement binding on all Member Agencies, notwithstanding that all Member Agencies are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

IN WITNESS WHEREOF, the Member Agencies hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives as set forth below.

\_\_\_\_\_, OREGON

Approved as to form:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Legal Counsel                      Date

\_\_\_\_\_  
RAIN Chairperson                      Date



# Agenda Item

February 28, 2011

TO: Mayor and City Council through City Administrator

FROM: Ignacio Palacios, Finance Director

SUBJECT: **2011-2012 Supplemental Budget Resolution**

**RECOMMENDATION:**

Approve the attached resolution authorizing a contingency transfer and approving a supplemental budget in the General Fund and General Fund Capital Improvement Fund for the fiscal year 2011-2012.

**BACKGROUND:**

From time to time during the fiscal year, staff identifies necessary changes to the adopted budget as new information becomes available. ORS 294.480(3) allows the governing body to amend the adopted budget by 10% of the original appropriation for unanticipated events. In addition, ORS 294.480 allows the governing body to transfer contingency under certain conditions or when an unanticipated 'event' occurs. When those changes in the original budget via the supplemental budget are less than 15% of the original appropriation in any one fund a public hearing does not need to be held, and the transfer of contingency can be passed by resolution. Those changes to the original budget are outlined below and summarized in the attached resolution and exhibit A.

General Fund – During the current fiscal year the Police Department sold three (3) traffic motorcycles for a total of \$13,000. The Police Department is requesting the use of a portion of those proceeds (\$7,000) be applied towards the replacement of 11 patrol/tactical rifles of various makes and models for the purchase of 13 new SIG-SAUER USA patrol rifles. The remaining cost of the rifles will be supplanted by the trade-in of the current rifles and an additional amount of \$7,438 from existing appropriations for equipment replacement (\$5,538 is made up from grant proceeds).

The remaining motorcycle proceeds (\$6,000) will be used to replace equipment on the current traffic motorcycles.

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In addition, the Police Department has received an ODOT grant in the amount of \$4,765 for the purchase of moving radar equipment – the grant requires an in-kind match of \$1,100. The in-kind match will be matched by staff time for installing the equipment.

General Fund Capital Improvement – The Police Department in cooperation with the City of Hubbard has reached agreements to cover two-thirds (2/3) share of a radio antenna base/repeater installation to complete the radio upgrade. The City of Woodburn has been working on this project since 2010. The project included obtaining radios for Public Works and up-fitting a base station/repeater radio site. Part of this project included obtaining additional FCC licenses for radio frequencies to be utilized by the partners. By combining two (2) channels, the partners were successful in obtaining four (4) FCC licenses for use. This allowed a second base/repeater site to be up-fitted at the Hubbard water tower. The total cost of the project is \$15,000 with the City of Woodburn's share totaling \$5,000.

In prior fiscal years \$66,000 was reserved in the General Fund Capital Improvement Fund for police radio equipment replacement. The police department is requesting a transfer of that contingency in the amount of \$5,000 to fund the City's portion of the project.

**FINANCIAL IMPACT:**

There are several funds impacted by the items being requested:

- Proceeds from the sale of the three (3) traffic motorcycles increase miscellaneous revenues by \$13,000 and the ODOT grant proceeds will increase grants by \$4,765 in the General Fund.
- Materials and Services are increased by \$17,765 for the purchase of the rifles and moving radar equipment in the General Fund Police Department.
- Existing Materials and Services appropriations in the amount of \$2,456 will be used to cover the rifle purchase from the General Fund Police Department.
- The remaining cost (\$4,982) of the rifles will be covered from proceeds from the Equitable Share proceeds – as currently appropriated – from the Search and Seizure Fund.
- The current contingency in the General Fund Capital Improvement Fund is \$96,000 – the transfer of \$5,000 from Contingency will reduce the total contingency to \$91,000 (reducing the police equipment reserve to \$59,000).

**COUNCIL BILL NO. 2858**

**RESOLUTION NO. 1989**

**A RESOLUTION APPROVING A CONTINGENCY TRANSFER AND ADOPTING A SUPPLEMENTAL BUDGET FOR THE GENERAL FUND AND GENERAL FUND CAPITAL IMPROVEMENT FUND FOR FY 2011-2012**

**WHEREAS**, the City of Woodburn Police Department has sold three (3) surplus motorcycles for a total of \$13,000; and

**WHEREAS**, the City of Woodburn Police Department has been awarded an ODOT/Traffic Safety Grant in the amount of \$4,765; and

**WHEREAS**, the City of Woodburn Police Department working through the City of Woodburn Public Works Department desires to transfer \$5,000 from the General Fund Capital Improvement Fund Contingency to the General Fund Capital Improvement Fund Capital Outlay to be used to obtain a base station/repeater radio in cooperation with the City of Hubbard; and

**WHEREAS**, ORS 294.480(3) permits the City to approve a Supplemental Budget at a regularly noticed meeting where the estimated expenditures contained in a budget for a fiscal year or budget period differ by less than 10% of any one of the individual funds contained in the regular budget for that fiscal year or budget period that is being changed in the supplemental budget; and

**WHEREAS**, the proposed sales and grant proceeds and uses in the General Fund do not exceed the 10% limit; and

**WHEREAS**, ORS 294.450(2) – Contingency Transfers – allows the transfer of contingency of up to 15% of the total fund appropriation; and

**WHEREAS**, the proposed contingency transfer does not exceed the 15% limit in the General Fund Capital Improvement Fund; **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 transfer of appropriations and supplemental budget for FY 2011-2012 in the amounts listed in Exhibit "A."

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

APPROVED: \_\_\_\_\_  
Kathryn Figley, Mayor

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

ATTEST: \_\_\_\_\_  
Christina Shearer, City Recorder  
City of Woodburn, Oregon

City of Woodburn  
 2010-2011 Supplemental Budget  
 Exhibit A

Fund	Original	Supplemental	Revised
<b>General</b>			
State Grants	(45,000)	(4,765)	(49,765)
Other	(1,359,307)	(13,000)	(1,372,307)
Equipment	33,200	17,765	50,965
<b>General Fund Capital Improvement</b>			
Other Equipment	-	5,000	5,000
Contingency	96,000	(5,000)	91,000



# Agenda Item

February 28, 2011

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

FROM: Dan Brown, Public Works Director

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT FOR THE FIFTH STREET IMPROVEMENTS PROJECT**

**RECOMMENDATION:**

That the City Council, acting as the Local Contract Review Board, by motion award a construction contract for the FIFTH STREET IMPROVEMENTS PROJECT to M. L. Houck Construction Co. in the amount of **\$957,093.86**.

**BACKGROUND:**

The contract is in conjunction with File #2011-001-30, Bid No. 2011-004 for the reconstruction of Fifth Street between Harrison St. and OR-Hwy. 214. Work includes storm drainage piping, connections to existing systems, sidewalk improvements, paving, striping, signing, landscaping, street lighting and a new traffic and pedestrian signal at the intersection of Fifth Street and OR-Hwy. 214.

Bids were received and opened for the transportation capital improvement project on Thursday February 10, 2011. Ten (10) legal bids were received from responsible, pre-qualified Bidders. Two (2) of the bidders did not turn in the required First-Tier Subcontractor Disclosure form as is required under ORS 279C.370, and therefore, must be considered "NON-Responsive". Bid offers received are as follows:

<u>No:</u>	<u>Name</u>	<u>Amount</u>
1	ML Houck Construction Co.	\$957,093.86
2	R&R General Contractors, Inc.	\$959,999.00
3	Eagle-Elsner Paving Co., Inc.	\$983,605.60
4	North Santiam Paving Co.	\$990,068.58
5	Gelco Construction Co.	\$1,010,354.15
6	GVS Contracting, Inc.	\$1,019,147.00
7	Kerr Contractors, Inc.	\$1,025,729.50
8	Pacific Excavation *	\$1,102,256.00

Agenda Item Review: City Administrator  City Attorney  Finance

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9	Goodfellow Bros., Inc. *	\$1,174,093.25
10	Dirt & Aggregate Interchange	\$1,217,779.50
*	Signifies NON-Responsive Bidder ORS 279C.370	

**Engineer's Estimate**

**\$1,769,909.00**

The recommended award is 45.9% **below** the Engineer's estimate. It is also significant, however, that even the highest bid is 31.2% below the Engineer's estimate.

**DISCUSSION:**

The project as approved in the 2010-11 Capital Improvement Project budget.

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

**FINANCIAL IMPACT:**

The project will be funded using approved Traffic Impact Fees (TIF) (376) as identified in the Fiscal Year 2010/2011 budget. Total approved project budget is \$2,500,000. Estimated project expenditures to date, including award of the construction contract are:

- Preliminary Engineering, Public Involvement  
And Final Engineering \$539,886
- Construction Engineering and Inspection \$ 45,000
- Construction \$957,094

Estimated Project Cost to Date: \$1,541,980



# Agenda Item

February 28, 2011

TO: Mayor and City Council through City Administrator

FROM: Ignacio Palacios, Finance Director

SUBJECT: **Santiam Canyon Communications Center Network Support Agreement**

**RECOMMENDATION:**

Authorize the City Administrator to execute an Intergovernmental Agreement with the Santiam Canyon Communications Center to provide computer and network support.

**BACKGROUND:**

The Santiam Canyon Communications Center approached the City requesting a proposal for network support services. Currently, the City provides network support to several local governments and districts in the area providing network support, equipment and software installation.

The proposal is to provide network support services at a set hourly rate with all equipment, software and peripherals to be provided by the Santiam Canyon Communications Center and is consistent with other support agreements already in place with other jurisdictions. The proposed support will take approximately 5 hours per month to provide adequate coverage to be covered by Information Services.

**FINANCIAL IMPACT:**

The agreement would supplement the IS department's revenue by approximately \$3,500 annually.

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Agenda Item Review: City Administrator  City Attorney  Finance

# **Agreement**

## **Computer and Network Support**

This Agreement is made to engage the services of City of Woodburn (“the City”) to provide Computer and Network Support to the Santiam Canyon Communications Center (“the Center”); and is made under the authority of ORS 190.003 to 190.110.

In consideration of mutual benefits and obligations herein set forth, the parties agree as follows:

### **1. Scope of Services**

- 1.1. The City shall provide support for and maintenance of desktop computers, printers, servers, and any other computer related equipment for the Center. All ownership rights to said equipment shall remain with the Center.
- 1.2. The City will help setup and/or relocate any computer related equipment. Network drop locations, power receptacle locations, and furniture relocation will be the responsibility of the Center.
- 1.3. The City will work with hardware and software vendor support to resolve issues. If items need to be returned to the vendor for support the Center will take care of and pay for any shipping and handling charges.
- 1.4. The City will not provide any physical hardware but will help make hardware choice recommendations and work with the Center to order any necessary hardware.
- 1.5. The City will work with the Center to backup and maintain the Center’s data.
- 1.6. Support will be provided during normal business hours, 8am – 5pm Monday through Friday. After-hours support will be available Monday through Friday but will be limited to 2 calls per month and lasting no more than 2 hours each. If additional after-hours or weekend support is needed, it will be available on a mutually agreed upon time frame.

### **2. Limitations of Services**

- 2.1 The City shall, at its sole discretion, select which personnel will provide services under this Agreement.

- 2.2 The City shall be the sole employer of any and all personnel providing services under this Agreement. The City reserves the right to prioritize the workload of its personnel.

### **3. Fees and Charges**

- 3.1. Services rendered will be charged at \$60 per hour (regular hourly rate) and be based on quarter-hour increments.
- 3.2. After-hours and weekend support services under this Agreement shall be billed at a rate of one and one-half (1.5) times the regular hourly rate.
- 3.3. Time spent traveling will be added to the hourly rate billed, but there will be no additional travel costs billed.
- 3.4. Since the City will not be providing any hardware, all hardware costs will be the responsibility of the Center.

### **4. Billing and Payment**

- 4.1. The hourly charges shall be billed quarterly.

### **5. Security**

- 5.1. The City will use the existing encrypted VPN connection to remotely access the Center's computers and help troubleshoot and resolve issues.
- 5.2. The City will not release any of the Center's information unless directed to do so by the Center.

### **6. Standard of Care/Limitation of Liability**

- 6.1. The City assumes no liability for the accuracy of any data on the Center's network.
- 6.2. The City agrees that all service under this Agreement will be performed in a professional manner with the degree of care and skill ordinarily exercised under similar circumstances by professionals practicing in the State of Oregon.
- 6.3. The Center understands and agrees that the City shall not be liable to the Center

for any damage that may occur while the Center's computer system is being serviced by the City, including liability for indirect, special, exemplary or consequential damages.

## **7. Terms and Termination**

- 7.1. This Agreement shall be effective upon execution hereof on behalf of both parties, and shall continue until terminated as provided in 7.2.
- 7.2. This Agreement may be terminated by either party upon (30) days written notice.
- 7.3. Notwithstanding the giving of notice of termination as provided in 7.2, the Center shall remain obligated with respect to any unfulfilled financial obligation which accrued hereunder prior to the effective date of such termination.

## **8. Communication and Notice**

- 8.1. Any notice in writing required to be given hereunder shall be sufficient if sent by regular mail or personally delivered to the City Administrator of the City and to the Chairperson of the Center.
- 8.2. Each party shall designate, and may change from time to time, a representative for communication, negotiations, and general liaison with the other concerning the content, future and administration of this Agreement.

## **9. Amendments**

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

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

**City of Woodburn**

**Santiam Canyon Communications Center**

By: \_\_\_\_\_  
Scott C. Derickson, City Administrator

By: \_\_\_\_\_  
Nora Schliske, Chairperson

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

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



# Agenda Item

February 28, 2011

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Hendryx, Director of Economic and Development Services

SUBJECT: **Grant of Public Access and Utility Easement over "Block A, 1' Strip" at Landau Estates Subdivision, Woodburn**

**RECOMMENDATION:**

Authorize the City Administrator to sign a public access and utility easement over the City owned parcel described as BLOCK "A" 1' STRIP as shown on Landau Estates Plat, City of Woodburn, OR (Tax Lot 051W17BD02500).

**BACKGROUND:**

The City of Woodburn became the owner of a one-foot reserve strip described as "Block A" surrounding the outer limits of the northern and eastern boundaries of the Landau Estates Subdivision when the subdivision was platted in May 1972. Block A is described in the attached Exhibit A and shown in Exhibit B. At that time it was common to use reserve strips (or "spite strips") to limit development activities until future development conditions were met. Block A is currently paved and used as part of Landau Drive. Presently, the owners of one existing home at 1725 Landau Drive must drive across Block A to access their driveway. The City has approved the subdivision and development proposal of the new Toran Meadows Subdivision which requires access and crossing of Block A.

This matter has some urgency because the developers of the property are now being delayed because they must wait for recording of the final plat before they can begin building.

**DISCUSSION:**

A Public Access and Utility Easement on Block A is necessary to ensure the access rights of the property owners and the general public using Landau Drive. Time is of the essence because the Toran Meadows developer must have the final plat approved before he can begin redevelopment.

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

**FINANCIAL IMPACT:**

None.

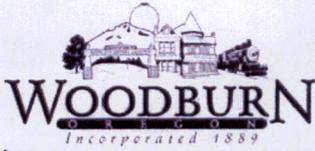


EXHIBIT A  
Legal Description

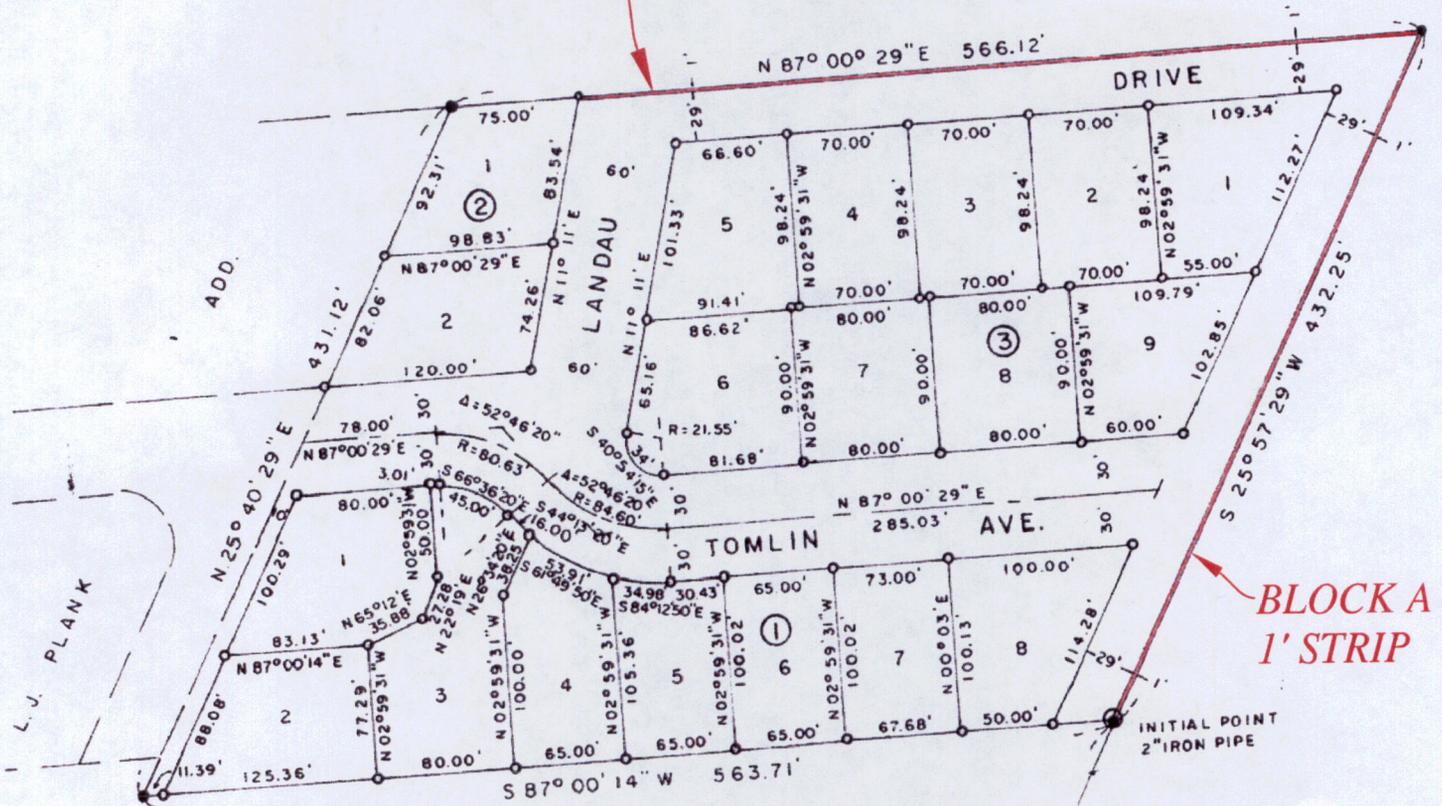
Map & Tax Lot No. 051W17BD-02500  
Permanent Right-of-Way Dedication

**1 FOOT PERMANENT RIGHT-OF-WAY DEDICATION FOR ROAD PURPOSES**

A parcel of land, described as BLOCK "A" 1' STRIP as shown on Landau Estates Plat, City of Woodburn, Sec. 17, T 5 S, R 1 W W.M. Recorded in the Marion County, Oregon Records in the Book of Town Plats in Volume 26, Page 35. as shown on attached Exhibit "B".

**EXHIBIT "B"**  
**MAP OF LEGAL DESCRIPTION**

*BLOCK A*  
*1' STRIP*



*BLOCK A*  
*1' STRIP*