

**COUNCIL MEETING MINUTES
JANUARY 28, 2013**

0:01 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, JANUARY 28, 2013**

CONVENED The meeting convened at 7:00 p.m. with Council President McCallum presiding.

ROLL CALL

Mayor Figley	Absent
Councilor Cox	Present
Councilor Lonergan	Present
Councilor McCallum	Present
Councilor Morris	Present
Councilor Raustein	Present
Councilor Ellsworth	Absent

Staff Present: City Administrator Derickson, City Attorney Shields, Public Works Director Brown, Human Resources Director Hereford, Police Chief Russell, Finance Director Shearer, Economic and Development Director Hendryx, Captain Garrett, City Recorder Pierson.

0:06 **COMMUNITY/GOVERNMENT REPORTS**

A. Woodburn School District- Councilor Morris provided a brief explanation of the process for finding a new superintendent for the school district.

PRESENTATION

A. 2011-2012 Audit- Chuck Swank, 475 Cottage St., Salem, of Grove, Mueller and Swank informed the Council that the 2011-2012 audit is complete and that the City received an unqualified opinion.

CONSENT AGENDA

- A. Woodburn City Council minutes of January 14, 2013,
- B. Woodburn Library Board minutes of January 9, 2013,
- C. Pro Tem Judge,
- D. Crime Statistics through December 2012.

Cox /Lonergan ... adopt the Consent Agenda.

COUNCIL BILL NO. 2917 - AN ORDINANCE GRANTING A ZONE CHANGE ON THE PROPERTY LOCATED AT 3001 NEWBERG HIGHWAY IN ORDER TO REMOVE A SPECIAL OPERATING CONDITION AND TO ALLOW ANY USE THAT IS PERMITTED IN THE COMMERCIAL GENERAL (CG) ZONE

**COUNCIL MEETING MINUTES
JANUARY 28, 2013**

Lonergan introduced Council Bill 2917. City Recorder Pierson read the two readings of the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. President McCallum declared Council Bill No. 2917 duly passed.

CITY ADMINISTRATOR'S REPORT

City Administrator Derickson informed the Council that the City's new website is up and running and gave kudos to Jim Row and Robyn Stowers for their work on it. He also let the Council know that he had new zoning maps for them.

MAYOR AND COUNCIL REPORTS

- Councilor Lonergan acknowledged the Boy Scouts who were in attendance and thanked them for coming.
- Councilor Cox requested that the City Administrator bring the Council a packet on ways they might effectively evaluate the Municipal Judge.
- Councilor Morris stated that he looked at the City's new website and thinks it is well done.

8:27

ADJOURNMENT

Cox/Lonergan... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 7:24pm.

APPROVED _____

KATHRYN FIGLEY, MAYOR

ATTEST _____

Heather Pierson, City Recorder
City of Woodburn, Oregon

**WOODBURN PLANNING COMMISSION WORKSHOP/MEETING
MINUTES**

November 29, 2012

CONVENED: The Planning Commission met in a public meeting session at 7 p.m. in the City Hall Council Chambers, with Chair Ellen Bandelow presiding.

ROLL CALL:

Chair	Bandelow	Present
Vice-Chair	Piper	Present
Commissioner	Corning	Present
Commissioner	Grigorieff	Absent
Commissioner	Lima	Present
Commissioner	Ellsworth	Present
Commissioner		Vacant

Staff Present: Jim Hendryx, Economic & Development Services Director
 Jon Stewart, Assistant City Attorney
 Don Dolenc, Associate Planner
 Vicki Musser, Recording Secretary

Chair Bandelow opened the workshop/meeting at 7 pm, and led the Commissioners in the flag salute.

Minutes

The November 8, 2012 minutes were unanimously approved.

Business from the Audience

There was none.

Communication

There was none.

Items for Action

There were none.

Public Hearing

ZC 2012-02, 3011 Newberg Highway, Ensign Trust: The applicant requested the removal of a zoning limitation presently restricting the use of the property, from Automotive Related Uses to any allowed use in the General Commercial (CG) zone (the Miles Chevrolet property). The relevant restriction allowed only vehicular and automotive-type sales and service. The applicant requested removal of that restriction, so that any choices allowed under the CG zone regulations would be allowed in the future. This property is within the Interchange Management Area (IMA). The Oregon

Department of Transportation (ODOT) informed the Planning staff that IMA restrictions do not apply to this property. There is presently no existing access to Newberg Highway, and ODOT does not plan to allow that in the future. The proposal by the applicant meets the WDO criteria, and ODOT has no objection. Staff recommended approval.

It is believed that the original limitation came about due to a specific plan being developed for the property, which accompanied the re-zone.

Applicant:

Matt Hastoe, 921 SW Washington St. #468, Portland, OR, concurred with the staff's recommendation. He wishes to be allowed to use the site without the present limitation.

Planning Commission Discussion:

Commissioner Piper asked if the application was subject to all the CG zone requirements and was told that it was.

Commissioner Lima made a motion to approve ZC 2012-02. Commissioner Piper seconded the motion, which was unanimously approved and passed without any conditions.

DR 2012-02, EXCP 2012-02, PLA 2012-03, SIGN 2012-038, 2325 N. Boones Ferry Road, Woodburn Memory Care: The applicant requested a Design Review for a 26,909 square foot group care facility with 48 beds in 28 living units, an Exception to Street Right-of-Way and Improvement Requirements for Boones Ferry Road, a Property Line Adjustment to relocate the property line between the two parcels, and a permit to establish a monument sign. The property is zoned Medium Density Residential (RM). Abutting properties are zoned Residential Single Family (RS).

The proposed facility does not meet certain guidelines for several areas, including

- private open space for each ground-level unit
- porch or recessed entry for each ground-level unit
- maximum overall dimension
- maximum ridge length of a roof
- garage parking

These are desirable guidelines, but the Planning Commission may still approve an application that does not meet the suggested architectural guidelines. The property is abutted, in part, by single family residential homes, and a wall must be erected along those boundary areas to protect the privacy of the abutting homes.

The Planning Division recommends approval of cases DR 2012-02, EXCP 2010-04, PLA 2012-03, and SIGN 2012-038, subject to the following conditions of approval:

1. The property owner shall execute an acceptance of these conditions of approval.
2. The property shall be developed in substantial conformity to the preliminary plans, except as modified by these conditions of approval.

3. The property owner shall record a legal document dedicating additional right-of-way on Boones Ferry Road, for a total dedication of 37 feet from centerline, in accordance with the standards of the Transportation System Plan (TSP).
4. Prior to issuance of a building permit for the proposed structure, the property owner shall verify that the colors shown for the perimeter wall apply to the refuse screening, or that the refuse screening will be of more than one color, in accordance with Section 2.104.07.F.3.
5. The property owner should create a reciprocal access easement between the two parcels, either by document or through the property line adjustment process, in accordance with the guideline of Section 3.104.03.A.2.a.
6. Directional pavement marking shall be provided at the southern access point, in accordance with Section 3.105.02.H.5.
7. Parking spaces shall be delineated with double parallel lines, in accordance with Section 3.105.02.H.6.
8. The property owner shall reduce the number of off-street parking spaces provided to a maximum of 14, or document that the proposed memory care facility is similar to a group home or group care facility, in accordance with Section 3.105.02.E.2.
9. The property owner shall enter into a non-remonstrance agreement with the City to participate in future street improvements to Boones Ferry Road.
10. The property owner shall either submit a revised landscape plan that demonstrates compliance with Section 3.106.03.A.2 or obtain a variance.
11. Prior to issuance of a building permit, the property owner shall provide the City with a copy of the recorded property line adjustment survey, in accordance with Section 5.101.08.B.5

Applicant:

Jaclyn Benge, 6720 Macadam Avenue, Suite 100, Portland, commented about the proposed design style. The applicants want to one story, residential style memory care facility, so that it blends in with other residences in the area. They plan to use neutral earth tones and to build steeper roof gables and different types of siding to create interest. The applicants have worked with the City to save as many trees as possible. They plan to meet all the conditions of approval, and hope to develop the property to the north as additional housing, in keeping with the same general style. Development is slated to begin in mid-February.

Planning Commission Discussion:

Commissioner Bandelow noted that the proposed building is attractive. Commissioner Ellsworth commented that no parking issues were apparent.

Commissioner Piper made a motion to approve with conditions, and authorized the Chair to sign a Final Order. Commissioner Lima seconded the motion, and it was unanimously approved by the Commission.

Workshop:

- A. The Woodburn Development Ordinance (WDO) rewrite schedule is not ready, and will be dealt with in a future meeting.

Director Hendryx passed around a section discussing Design Review and how applications are put into Type I, II or III categories. If design standards meet the criteria, the application is Type I. When they do not, they become a Type II or III review, and are brought before the Director (Type II) or the Planning Commission (Type III).

Chair Bandelow observed that it's a public service to make the public aware of what is being proposed. The Commissioners discussed the pros and cons of having various applications come before the Commission. A public hearing can result in things being brought up and addressed that might not otherwise be considered. It was noted that the fee schedule for different applications is set, regardless of whether the application comes before the Commission or not. The issue is the time it takes to be scheduled before the Commission, and ultimately the City Council. A large commercial or industrial project is required to come before the Commission, whereas a large residential project is not. This will be discussed further at the December 13th meeting, in order to reach a consensus as to what should come before the Commission in the future.

Items for Action

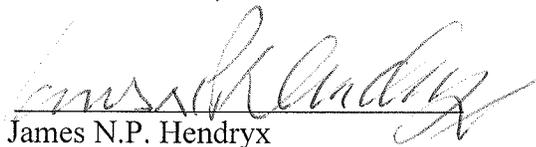
The next Planning Commission meeting is scheduled for Thursday, December 13, 2012.

Adjournment

Commissioner Piper made a motion that the meeting be adjourned, and Commissioner Lima seconded it. The meeting was adjourned at 8:04pm.

APPROVED 
Ellen Bandelow, Chair

Jan 24, 2013
Date

ATTEST 
James N.P. Hendryx
Economic & Development Services Director
City of Woodburn, Oregon

1/25/2013
Date



Agenda Item

February 11, 2013

TO: Honorable Mayor and City Council through City Administrator

THRU: Scott Russell, Chief of Police

FROM: Jason R. Alexander, Captain

SUBJECT: **2013 OLCC Renewal**

RECOMMENDATION:

The Woodburn City Council recommends to the OLCC to renew and/or not renew the liquor licenses for the listed business for the year of 2013.

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 police department standards and are recommended for approval:

Off Premise Sales:

- | | |
|---------------------------|---------------------------|
| 7-Eleven | A&J Market |
| BI-Mart Corp | C and M Market |
| Crossroads Grocery & Deli | Del Sol Market |
| EZ Stop Grocery & Deli | Woodburn Stop N Go |
| Harry and David #595 | Young Street Market |
| La Azteca | New Am/PM |
| Pipers Jewelry | Sip Wine and Bistro |
| Safeway Store #1976 | Tenly Food Mart |
| Su Casa Imports | Walgreens |
| Wal Mart Supercenter | Woodburn Market |
| Woodburn Fast Serve INC | Woodburn Grocery Outlet |
| Woodburn Mega Foods | Sharkeys Gourmet Pizza |
| Valley Pacific Florist | Fin De Semana Meat Market |
| Tienda Mexicana | |

Agenda Item Review: City Administrator City Attorney Finance

Full On Premise Sales:

Chu's Eatery
Cinco De Mayo Taqueria
Eagles Lodge
Elmer' Restaurant
Los Cabos Mexican Restaurant
Mango's Lounge
Rumor's Bar and Grill
The End Zone

The Raven Inn
Denny's At Woodburn
Elks Lodge
Collette's Restaurant LLC
Lupita's
OGA Members Course
Vitality at Wellspring
Yun Wah

Limited On-Premise Sale:

7 Mares Restaurant
El Agave Grill
La Fonda Guadalajara
Pizza Hut
Shari's of Woodburn
Sip Wine and Bistro

Abby's Pizza Inn of Woodburn
DEDE's Deli
Los Girasoles
Woodburn Lanes
Los Laureles Taqueria

The following liquor license applications were reviewed in accordance with police department standards and are not recommended for approval. These business's are closed or have been sold and there is no longer an establishment at the location serving alcohol:

Casa Marques Grill
Cavita's Foods
Gary's Market
La Fonda Guadalajara
Mariscos El Sarandeadó

Full on Premise Sales
Full on Premise Sales
Off Premise Sales
Limited On-Premise Sales
Limited On-Premise Sales

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 except for the business that are no longer in operation.

FINANCIAL IMPACT:

None



February 11, 2013

TO: Honorable Mayor and Council through City Administrator

FROM: Christina Shearer, Finance Director

SUBJECT: **2012-2013 SUPPLEMENTAL BUDGET REQUEST**

RECOMMENDATION:

Adopt the attached resolution approving a supplemental budget for fiscal year 2012-2013 for the Public Works and Economic and Community Development Departments.

BACKGROUND:

Public Works: Council approved on January 14, 2013 Cooperative Improvement Agreement No. 28835 with the Oregon Department of Transportation (ODOT) to participate in construction of the Woodburn Interchange and Transit Facility Improvement Project (Project). The Project is scheduled to begin construction in the summer of 2013 and be completed by December 2016. The Project will span four construction seasons. Advance work is required to be completed prior to the construction contract award in May 2013 to insure that potential bidders can plan for a construction schedule without added risk of interruptions and inefficiencies resulting from project suspension necessitated by environmental regulation compliance constraints. The City of Woodburn has agreed to perform required advance work needed to insure a summer 2013 Project start date. Work performed by the City of Woodburn will be deducted from the outstanding financial contribution the City is making to the Project. The supplemental budget requested is to transfer Street/Storm System Development Charges currently being held in fund reserves to the Interchange and Transit Facility Capital Improvement Project.

Economic & Community Development: We have been notified by the oversight agency (Infrastructure Finance Authority) that certain housing rehabilitation loan proceed funds are to be administered by a third party non-profit entity. The city has elected to transfer the funds to Valley Development Initiatives (VDI) for them to administer. The need for distribution of these funds was unknown as the budget was developed and therefore spending authority was not established. The supplemental budget request is for \$22,000 to make the required distribution.

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

DISCUSSION:

Public Works: The Fiscal Year 2012-2013 adopted budget for the Street/Storm System Development Charge Fund 376 is \$5,707,222 with \$5,279,887 in Contingency/Reserves. These funds were placed in reserve per Council budget policy awaiting transfer to ODOT to meet the City's Project funding contribution.

It is recommended that Council approve the supplement budget transferring \$5,279,887 from Contingency/ Reserves to Capital Expenditures for expenditures incurred on the Woodburn Interchange and Transit Facility Capital Improvement Project. Expenditures shall only be made for work approved by ODOT to be eligible for credit and therefore reducing the City's Project future funding obligation accordingly.

Council approval of the proposed supplemental budget will allow City Street/Storm System Development Charge funds to be utilized in a manner that best serves the needs of the Project and provides a benefit to the community in expediting the Project duration.

Economic & Community Development: The Fiscal Year 2012-2013 adopted budget for the Housing Rehabilitation Fund 137 is \$247,750 with \$97,895 in Contingency/Reserves. An increase in the Materials and Services budget of \$22,000 is offset by a reduction in the Contingency/Reserves by \$22,000. As a result, there is no change in the total budget of the fund. The City is required to comply with the directives of the oversight agency, and therefore must distribute the funds to VDI by January 31, 2013.

FINANCIAL IMPACT:

The requested supplemental budget for Street/Storm is budget neutral to the Street/Storm System Development Charge Fund 376. The requested supplemental budget allows the City to optimize funding provided for the Woodburn Interchange and Transit Facility Capital Improvement Project.

The requested supplemental budget for Housing Rehabilitation is also budget neutral. The requested supplemental budget will allow the City to comply with the requirements of the Infrastructure Housing Authority for these funds.

COUNCIL BILL NO. 2918

RESOLUTION NO. 2026

A RESOLUTION APPROVING TRANSFERS OF FY 2012-2013 APPROPRIATIONS AND APPROVING A SUPPLEMENTAL BUDGET

WHEREAS, ORS 294.463(1) permits "transfers of appropriations" within any fund "when authorized by official resolution or ordinance of the governing body"; and

WHEREAS, ORS 294.463(2) limits "transfers of general operating contingency appropriations to no more than ten (10) percent of the total appropriations of the fund" unless adopted pursuant to a supplemental budget; and

WHEREAS, transfers made pursuant to any of the above must state the need for the transfer, the purpose for the authorized expenditure, and the amount of the appropriation transferred; and

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

WHEREAS, ORS 294.473 requires the governing body to hold a public hearing on the supplemental budget when the estimated expenditures contained in the supplemental budget for fiscal year or budget period differ by then (10) percent or more of any one of the individual funds contained in the regular budget for that fiscal year; and

WHEREAS, the transfers contained herein are made pursuant to ORS 294.463; and

WHEREAS, the supplemental budget contained herein is made pursuant to ORS 294.471; and

WHEREAS, a public hearing was held February 11, 2013 on the supplemental budget changes pursuant to ORS 294.480(4); **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That pursuant to the applicable ORS provisions cited above,

the City Council hereby approves the transfers of appropriations and supplemental budget for FY 2012-2013 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: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon

City of Woodburn
 2012-2013 Supplemental Budget
 Exhibit A
 February, 2013

Fund	Original	Supplemental	Revised		
Housing Rehabilitation Fund					
Revenue - Change in Beginning Fund Balance	225,000	25,000	250,000	137.000.3081	(25,000)
Materials and Services	140,335	22,000	162,335	137.531.5911.5499.101	22,000
Contingency	97,895	3,000	100,895	137.531.5911.5499.101	3,000
Street/Storm SDC Fund					
Capital Outlay	-	5,279,887	5,279,887	376.631.9531.5631	5,279,887
Contingency	5,279,887	(5,279,887)	-	376.901.9971.5921	(5,243,045)
				376.901.9971.5981.005	(36,842)



Agenda Item

February 11, 2013

TO: Mayor and City Council through City Administrator
FROM: Christina Shearer, Finance Director
SUBJECT: **Aurora Rural Fire Protection District Network Support Agreement**

RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement with the Aurora Rural Fire Protection District to provide computer and network support.

BACKGROUND:

The Aurora Rural Fire Protection District 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 Aurora Rural Fire Protection District 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, and approximately \$1,500 this fiscal year.

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

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 Aurora Rural Fire Protection District No. 63 (“the District”); 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 District. All ownership rights to said equipment shall remain with the District.
- 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 District.
- 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 District 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 District to order any necessary hardware.
- 1.5. The City will work with the District to backup and maintain the District’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 \$50 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 District.

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 District's computers and help troubleshoot and resolve issues.
- 5.2. The City will not release any of the District's information unless directed to do so by the District.

6. Standard of Care/Limitation of Liability

- 6.1. The City assumes no liability for the accuracy of any data on the District'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 District understands and agrees that the City shall not be liable to the District

for any damage that may occur while the District'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 District 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 Fire Chief of the District.
- 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

**Aurora Rural Fire Protection District
No. 63**

By: _____
Scott C. Derickson, City Administrator

By: _____
Rod Yoder, Fire Chief

Date: _____

Date: _____