

PROCLAMATION

PRESCRIPTION DRUG AND HEROIN ABUSE AWARENESS MONTH

WHEREAS, the abuse of prescription medications is a growing public health concern; and

WHEREAS, every day in the United States more than 2,500 teenagers abuse prescription medication for the first time; and

WHEREAS, opiate-based prescription drugs can fuel addiction that causes the user to desperately seek more causing some prescription drug abusers to turn to heroin, another opiate, which can be stronger, cheaper and more addictive; and

WHEREAS, heroin-related arrests in Oregon are up 70 percent over the last two years and in Marion County possession of heroin was up 30 percent in 2011, and delivery of heroin was up 60 percent over the same timeframe; and

WHEREAS, 70 percent of all prescription drugs that end up in the blood streams of our children and youth come from family and friends, and many young people mistakenly think that it is safer to misuse prescription medications than illegal street drugs; and

WHEREAS, parents and other family members are often unaware that a loved one is abusing prescription medications; and

WHEREAS, when used properly, prescription medications have a legitimate medical use, but misuse of these medications can lead to addiction, overdose and even death; and

WHEREAS, the City of Woodburn and the Woodburn Police Department are committed to a drug safe community and want to call attention to this problem and help parents, families and other community members understand what they can do to curb the abuse of prescription medications and heroin by hosting a prescription drug summit on April 25 at Woodburn Health Center from 6-8 p.m.

NOW, THEREFORE, the Woodburn City Council recognizes the importance of raising awareness around the issue of prescription drug abuse and heroin use in Woodburn and issues the following proclamation:

IT IS HEREBY PROCLAIMED BY THE WOODBURN CITY COUNCIL THAT APRIL 2013 SHALL BE DESIGNATED AS "PRESCRIPTION DRUG AND HEROIN ABUSE AWARENESS MONTH."

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Woodburn to be affixed this 25th day of March 2013.

Kathryn Figley, Mayor
City of Woodburn

**COUNCIL MEETING MINUTES
MARCH 11, 2013**

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, MARCH 11, 2013**

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 Raustein	Present
Councilor Ellsworth	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Public Works Director Brown, Police Chief Russell, Communications Coordinator Horton, City Recorder Pierson.

0:00 **COMMUNITY/GOVERNMENT REPORTS**

- A. Woodburn Chamber of Commerce – Don Judson, Executive Director of the Woodburn Chamber of Commerce, announced that this Wednesday is the monthly Forum Lunch and that the County Commissioners will be speaking about the State of the County and reminded the City Council that the DSA banquet is taking place this Friday. He also thanked the City and Mayor for approving the WAT agreement.
- B. Woodburn School District – Chuck Ransom, Interim Superintendent, provided an update on the fire restoration progress at the high school.

0:08 **PRESENTATION**

- A. Mayor Figley announced that the Construction Phases Update presentation scheduled for tonight’s council meeting is being rescheduled.

0:09 **CONSENT AGENDA**

- A. Woodburn City Council minutes of February 25, 2013,
 - B. Woodburn Planning Commission minutes of February 7, 2013,
 - C. Full On-Premise Sales –Great Privilege.
- McCallum/Lonergan...** adopt the Consent Agenda. Motion passed unanimously.

0:09 **PUBLIC HEARING**

Mayor Figley declared the hearing open at 7:10 pm for the purpose of hearing public input on the proposed Cable Television Franchise with WaveDivision VII, LLC. City Attorney Shields provided a staff report. Jerry Cotter, 419 McLaughlin Drive, spoke in favor of the new franchise agreement and thanked Wave and the City for their work on it. Karen Daniher, WAVE Broadband Vice President of Operations in Oregon, spoke in favor of the new franchise agreement. Don Judson, Woodburn Chamber of Commerce stated that WAVE is a strong member of the community and that he supports the new franchise agreement. No members of the public wished to speak in opposition of the proposed cable

**COUNCIL MEETING MINUTES
MARCH 11, 2013**

television franchise agreement. Mayor Figley declared the hearing closed at 7:27 pm.

0:27 **COUNCIL BILL NO. 2919- AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO WAVEDIVISION VII, LLC D/B/A WAVE BROADBAND AND DECLARING AN EMERGENCY** McCallum introduced Council Bill 2919. 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. Mayor Figley declared Council Bill No. 2919 duly passed.

0:29 **AWARD OF CONSTRUCTION CONTRACT FOR THE I-5 INTERCHANGE – FORCE MAIN AND SANITARY SEWER SERVICES RELOCATION EAST OF ASTOR WAY** Cox/Lonergan.... acting as the Local Contract Review Board, award the construction contract for the I-5 Interchange – Force Main and Sanitary Sewer Services Relocation East of Astor Way Project to Canby Excavating, Inc. in the amount of \$165,895.00. Motion passed unanimously.

0:30 **CITY ADMINISTRATOR’S REPORT**
City Administrator Derickson stated that he will try to reschedule Alan Fox from ODOT for the next Council meeting.

MAYOR AND COUNCIL REPORTS
0:31 Councilor McCallum reminded people that Woodburn Spring Clean-up day will be taking place on March 23 beginning at 8:00 am.

0:32 **ADJOURNMENT**
McCallum/Cox.. meeting be adjourned. The motion passed unanimously. The meeting adjourned at 7:32pm.

APPROVED _____
KATHRYN FIGLEY, MAYOR

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

**WOODBURN PLANNING COMMISSION WORKSHOP/MEETING
MINUTES
February 28, 2013**

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

ROLL CALL:

Chair	Lima	Present
Vice-Chair	Piper	Present
Commissioner	Grigorieff	Present
Commissioner	Valladares	Present
Commissioner	Bandelow	Absent
Commissioner	Corning	Present
Commissioner	Carney	Present

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

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

Minutes

The February 7, 2013 minutes were unanimously approved.

Business from the Audience

There was none.

Communication

There was none.

Public Hearing

This meeting was a continuance of the January 24 and February 7, 2013 public hearings, all of which are being held to discuss sections of the Woodburn Development Ordinance (WDO) rewrite. The purpose of these hearings is to offer a time during which the public can come forward and discuss their thoughts and concerns about the changes that are being proposed for the WDO. Economic and Development Services Director Jim Hendryx presented a PowerPoint overview of Section 3.110 - *Signs*. During the process of rewriting sections of the WDO and getting it ultimately approved, there have been many steps to follow (such as holding three open houses in January and assigning a sign focus group to study the sign ordinance and propose changes to the Planning Commission), each of which led to tonight's process.

The Planning Commission public hearing dates and discussion topics are:

Jan. 24 – Sections 1 and 2

Feb. 7th – Section 3.1 and Section 5

Feb. 28 – Signs Section 3.110 (including amortization)

Mar 14 - Any issues remaining to be discussed

The purpose of the rewrite is to simplify and clarify the WDO, to include charts and maps, to update and standardize terminology, to resolve any conflicting standards and circular references, and to make things user-friendly.

Tonight is the third of four Planning Commission public hearings, and after discussion and final recommendations from the Commission, the WDO rewrite will go before the City Council on May 13th. Council will decide at that time as to whether further meetings are needed.

Director Hendryx went over the basic sign regulations for pole and monument (including changeable copy) signs, as well as wall and projecting signs. Roof signs are prohibited. He spoke about sign amortization, which is the deadline for nonconforming signs to be brought into conformance. In Woodburn's case, there would be a 10 year amortization period ending July 1, 2023, after which all nonconforming signs would be required to come into conformance. There is a list of possible reasons an owner might request an extension of amortization, such as proving that replacing the sign would be an exceptional hardship, or submitting evidence that the sign in question has not yet been fully depreciated for federal income tax purposes. The City Council set the 10 year amortization deadline.

Director Hendryx said that inventory listing of conforming and nonconforming signs would be very useful as a guideline. At present, staff has a partial inventory of signs from 2005, but these are simply pictures of signs; there are no indications to show which signs are nonconforming. Ultimately, a complete inventory needs to be done, with clarity about any nonconforming aspects of individual signs.

Individual notice was provided to all property owners in the City of the WDO rewrite open houses and public hearings, and they were informed about nonconforming signs and the amortization plan. Notice has also been posted on the City website. In addition, notice was printed in the Woodburn Independent and the information was given to the Chamber of Commerce, so the public has had plentiful opportunity to become aware of the proposals, even if no one is presently in the audience.

Commissioner Carney wondered what would happen should an owner, or possibly a new owner, want to make a major change to a nonconforming sign. Director Hendryx explained that wording can be changed on a sign without a permit and without coming into conformance. However, if the sign's size is changed, or if the sign is moved, then the nonconforming sign would have to come into compliance. With the I-5 project underway, a number of signs in that area will end up being moved.

Director Hendryx requested that the Commission continue the meeting to March 14th, during which time any changes or final recommendations will be addressed. The Commissioners will be given a clean version of the WDO rewrite at that time.

Commissioner Piper stated that he feels this version of the sign code is considerably better than the present code, will turn out to be a good ordinance.

Commissioner Lima noted that the WDO rewrite is the conclusion of a great deal of hard work by many people. He feels sign regulations will bring a more visual appreciation to our City.

Commissioner Carney brought up the topic of ID signs in shopping centers, asking if the individual stores are allowed a sign as well. Director Hendryx said that businesses are allowed either a pole or monument sign, and sometimes both if they have multiple street frontages. The individual businesses within the shopping center can have a wall sign, based on the percentage of their wall space. Sign content is not regulated.

Commissioner Corning was interested in nonconforming electronic changeable copy signs, and whether they are required to come into conformance if it costs nothing to do so. She suggested proposing a regulation that would say if it costs nothing, conformance would be required in less than the amortization period. Director Hendryx replied that there is not a regulation in place that would require the changeable copy owner to come into conformance. Assistant City Attorney Jon Stuart stated that the 10 year amortization period was proposed in part to give business owners time to realize the benefit of a sign's cost before making a change. For instance, the owner of a flashing sign could argue that immediately turning off the flashing feature would lower the value of the sign. With amortization, they would have 10 years to comply.

Commissioner Carney wanted to know how these proposed regulations deal with sign aesthetics. Director Hendryx stated that we can regulate size, shape, and materials, as well as the electronic transition blink factor in changeable copy signs. The sign focus group dealt with this issue, and came to the conclusion that although some aspects of signage could be regulated, such as signs being required to be "all-weather", considerations of personal taste should be left up to the business owner, since opinions could easily differ on what is aesthetically pleasing. They felt that these proposed regulations were a reasonable solution.

Commissioner Piper pointed out that the sign ordinance in existence today is more restrictive than the proposed regulations. It has been in existence for the last 10-12 years. In another 10 years, most City signs will have come into conformance. Those that have not will be 22-23 years old, and their usefulness will be nearing an end. Gradually, the old ones will be phased out or replaced, removed or changed.

Commissioner Valladares suggested giving clearer sign guidelines when people apply for a sign permit or a grant. Director Hendryx felt that the idea had merit and might help the downtown area.

Commissioner Piper asked how graffiti was defined, noting that lettering without any borders exists in Woodburn. Assistant City Attorney Stuart said that graffiti has a statutory definition that involves markings made without the permission from property owners. Lettering without borders falls under the City's definition of signs and is regulated by the ordinance.

Commissioner Grigorieff asked if a new owner is responsible to bring a former owner's sign into conformance. Director Hendryx stated that they would be bound by the amortization schedule but if they made no substantive changes, they would not have to bring sign into conformance before then. Assistant City Attorney Stuart said that there are triggers that require immediate conformance. If the new property owner requests a change to the property or wants to move the sign, then the sign has to come into conformance. However, buying or selling a property is not one of those triggers.

The Commission voted to continue the public hearing on March 14th.

Items for Action

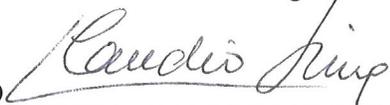
The next Planning Commission meeting/public hearing is scheduled for Thursday, March 14, 2013.

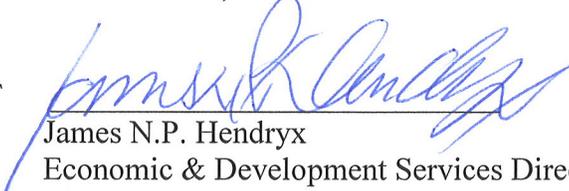
Business from the Commission:

None.

Adjournment

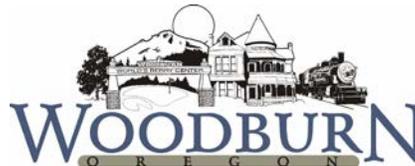
Commissioner Piper made a motion that the meeting be adjourned, and Commissioner Grigorieff seconded it. The meeting was adjourned at 7:41 pm.

APPROVED  3/14/2013
Claudio Lima, Chair Date

ATTEST  3/15/2013
James N.P. Hendryx Date
Economic & Development Services Director
City of Woodburn, Oregon

City of Woodburn
Recreation and Park Board Minutes

March 12, 2013 • 5:30 p.m.



1. CALL TO ORDER

The meeting and was called to order at 5:30 p.m.

2. ROLL CALL

Position I Brent Glogau, Member (12/13)	Absent
Position II (Student) Sofie Velasquez (12/13)	Present
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 Ardis Knauf (12/16)	Present
Position VII Gevin Gregory (12/16)	Present

3. APPROVAL OF MINUTES

Joseph Nicoletti/ Ardis Knauf- Motion to approve the February 12, 2013 annual workshop minutes as presented. The motion passed unanimously.

4. BUSINESS FROM AUDIENCE

None

5. OLD BUSINESS

Removal of Wyffels Park Play Equipment

Jim reported that, per the Park Board's recommendation in February, the old spider climber has already been removed and the swing set is scheduled for removal any day. Rosetta recommended that we replace the "Playground" sign with something else, like "Play Area" or "Natural Area".

Community Center/ Aquatic Center Expansion

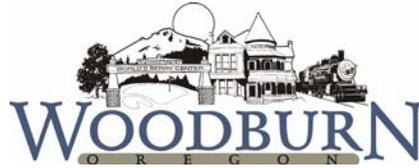
Jim placed this item on the agenda following the Board's recommendation in February. After some discussion, the Board agreed to form a workgroup to meet outside of the regular Board meetings to discuss the project and determine the possible level of community support. During the initial meeting, the Board will determine who else should be invited to participate in the process and may even request a joint work session with the City Council. Jim will coordinate the initial meeting with interested Board members.

6. NEW BUSINESS

Legion Park Pavilion/ Restroom Project

Jim discussed the Legion Park Pavilion/ Restroom project that he and Stu are putting together for the Local Government Grant Program. Applications are due April 12. The project is expected to include a new pavilion/ restroom building, landscaping and

City of Woodburn
Recreation and Park Board Minutes
March 12, 2013 • 5:30 p.m.



turf improvements, a walking path, and possibly even irrigation in the vicinity of the pavilion.

Legion Park Project Letter of Support

Jim presented a letter of support for the Legion Park from the Board for their consideration. He asked that they authorize Rosetta to sign it on behalf of the Board.

Bruce Thomas/ Joseph Nicoletti - Motion to approve the Legion Park Project letter of support and authorize Rosetta to sign the letter on behalf of the Board. The motion passed unanimously.

7. DIVISION REPORTS

Aquatics – Kristin Wierenga

Finance Review

- February Revenue was up 4% from last year & more than doubled (\$16,867 v.s. \$8,368) from 2 years ago
- February cost recovery rate was 38%
- YTD cost recovery is currently at 44%

Upcoming Events

- Zumba Event March 23rd from 10am-12pm: Try out all the Zumba classes we offer!
- Spring Break swimming lessons – each day of break, just \$20! (Didn't offer last year)
- Easter Egg Hunt March – 30th Possible Promo Video
- Zumba Sentao starts April with a 6 week session
- Yoga new in April
- Aquatic Child Care new in April

Marketing

- March promo going on now
 - 30% off bathing suits and rash guards
 - Friend referrals 20% off for both referred and member who referred
 - Entry to win free membership with every friend brought to fitness class
- Working on special graphic design for all of our marketing materials for consistency

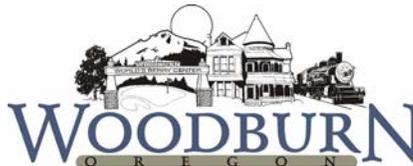
Other: New Volunteer

- Rene' Metteer – landscaping & flower gardening.

City of Woodburn

Recreation and Park Board Minutes

March 12, 2013 • 5:30 p.m.



- Looking for plant donations

Recreation – Stu Spence

Youth Basketball - has concluded, up next is T-Ball & Coach Pitch.

Community Ed Classes - 18 signed up for dance classes in January and February. 5 kids participated in the first Kids in the Kitchen Cooking Class. Summer plans include gardening, career development, and photography

Sponsorships - The City recently received funding for three city programs from Woodburn Together. Mini-grants in the amount of \$1,000 each were awarded to fund GREAT (Gang Resistance, Education, and Training) Camp, \$5 Swim week, and the Recreation & Aquatic Sponsorship Fund.

Spring Break - Spring Break Day Camp will be offered this year for eight days in partnership with the Woodburn School District and the Four Square Church.

Boys & Girls Club - The Woodburn Boys & Girls Club continues to focus on programs for teens in Woodburn. They are currently working on plans to develop community garden plots on site near the Teen Center located inside Settlemier Park.

Stu @ the Pool - In May, I will begin the transition to the Aquatic Center to cover for Kristin while she is gone on Maternity Leave. I will be job shadowing all facets of the job in May/June and be the management presence while she is gone this summer.

WSN Sponsors - Last year we launched Woodburn Summer Nights, a program that combined the 4th of July event, Music in the Park, and Movies in the Park. Staff then sought sponsorships for those events grossing over \$9,000 in 2012. This year's total sponsorships have already reached over \$7600.

Egg Hunt - The annual Woodburn Easter Egg Hunt will take place at Legion Park on March 28th. The event, with over 5,000 hidden eggs, begins at 5:30pm and is free to the public.

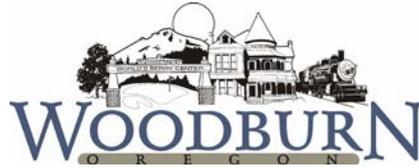
Dog Treat Hunt - For the first time, Woodburn is hosting a doggy treat hunt complete with Easter Dog costume contest. This event will take part at the Woodburn Dog Park inside Centennial Park on Friday, March 29th at 5:30pm.

Parks and Facilities – Jim Row

Jim briefly discussed the status of the Legion Park Playground Project, which should be completed in mid to late May. There was a little discussion about the plans for updating the Legion Park Master Plan, as well as future events planned for the new greenway trail.

City of Woodburn
Recreation and Park Board Minutes

March 12, 2013 • 5:30 p.m.



8. FUTURE BOARD BUSINESS

9. BOARD COMMENTS

Ardis and Gevin commented that they are interested in seeing the community center project completed. Bruce commented that the park usage is impressive for this time of year.

10. ADJOURNMENT

The meeting adjourned at 6:30 PM

Joseph Nicoletti, Board Secretary
Date _____

Jim Row, Community Services Director
Date _____

Woodburn Police Department

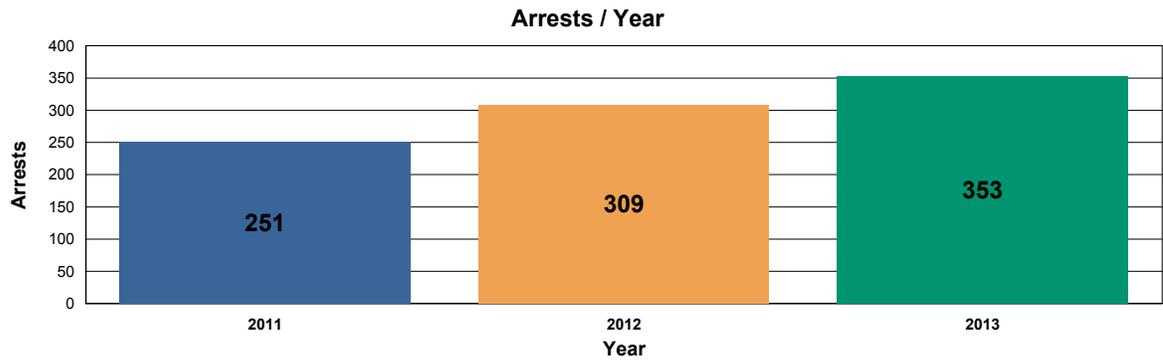
MONTHLY ARRESTS BY OFFENSES JANUARY THRU DECEMBER 2013

CHARGE DESCRIPTION	Total	Jan	Feb
AGGRAVATED ASSAULT	4	1	3
ANIMAL ORDINANCES	1	0	1
ASSAULT SIMPLE	22	11	11
ATTEMPTED MURDER	3	0	3
BOMB THREAT	3	3	0
BURGLARY - BUSINESS	1	0	1
BURGLARY - RESIDENCE	3	1	2
CHILD NEGLECT	4	1	3
CRIME DAMAGE-NO VANDALISM OR ARSON	1	1	0
CURFEW	2	2	0
CUSTODY - MENTAL	6	5	1
DISORDERLY CONDUCT	13	8	5
DRIVING UNDER INFLUENCE	21	9	12
DRUG LAW VIOLATIONS	37	28	9
DRUG PARAPHERNALIA	1	0	1
DWS/REVOKED-MISDEMEANOR	5	3	2
ELUDE	1	0	1
FAIL TO DISPLAY OPERATORS LICENSE	7	5	2
FORGERY/COUNTERFEITING	2	1	1
FRAUD - BY DECEPTION/FALSE PRETENSES	1	0	1
FRAUD - IMPERSONATION	1	0	1
FRAUD-OTHER	2	2	0
FUGITIVE ARREST FOR ANOTHER AGENCY	33	22	11
HIT AND RUN-MISDEMEANOR	3	3	0
INTIMIDATION /OTHER CRIMINAL THREAT	4	3	1
MINOR IN POSSESSION	9	2	7
OTHER	17	10	7
PROPERTY RECOVER FOR OTHER AGENCY	3	0	3
PROSTITUTION - ENGAGE IN	2	2	0
RECKLESS DRIVING	4	3	1
RESTRAINING ORDER VIOLATION	2	1	1
ROBBERY - BUSINESS	1	1	0
ROBBERY - OTHER	1	0	1
RUNAWAY	1	1	0
SEX CRIME - NON FORCE SODOMY	1	1	0
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	5	2	3
THEFT - BUILDING	3	2	1
THEFT - OTHER	7	4	3
THEFT - PURSE SNATCH	2	2	0
THEFT - SHOPLIFT	41	22	19
TRAFFIC VIOLATIONS	22	3	19
TRESPASS	13	5	8
VANDALISM	5	4	1
WARRANT ARREST FOR OUR AGENCY	27	12	15
WEAPON - EX FELON IN POSSESSION	1	1	0
WEAPON - POSSESS ILLEGAL	5	1	4

		Jan	Feb
2013 Total	353	188	165
2012 Total	309	165	144
2011 Total	251	156	95

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES JANUARY THRU DECEMBER 2013



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2013

CHARGE DESCRIPTION	Total	Jan	Feb
AGGRAVATED ASSAULT	6	4	2
ANIMAL ORDINANCES	1	0	1
ARSON	1	1	0
ASSAULT SIMPLE	26	15	11
ATTEMPTED MURDER	3	1	2
BOMB THREAT	1	1	0
BURGLARY - BUSINESS	5	4	1
BURGLARY - OTHER STRUCTURE	4	3	1
BURGLARY - RESIDENCE	11	3	8
CHILD NEGLECT	2	1	1
CRIME DAMAGE-NO VANDALISM OR ARSON	25	18	7
CURFEW	1	1	0
CUSTODY - MENTAL	6	5	1
DISORDERLY CONDUCT	8	4	4
DRIVING UNDER INFLUENCE	20	9	11
DRUG LAW VIOLATIONS	17	9	8
DRUG PARAPHERNALIA	1	0	1
DWS/REVOKED-MISDEMEANOR	5	3	2
ELUDE	5	1	4
FAIL TO DISPLAY OPERATORS LICENSE	6	4	2
FORGERY/COUNTERFEITING	11	6	5
FRAUD - ACCOUNT CLOSED CHECK	1	1	0
FRAUD - BY DECEPTION/FALSE PRETENSES	4	2	2
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	1	1	0
FRAUD - IMPERSONATION	1	0	1
FRAUD - NOT SUFFICIENT FUNDS CHECK	1	0	1
FRAUD - OF SERVICES/FALSE PRETENSES	1	0	1
FRAUD-OTHER	2	1	1
FUGITIVE ARREST FOR ANOTHER AGENCY	30	19	11
HIT AND RUN FELONY	2	2	0
HIT AND RUN-MISDEMEANOR	22	14	8
IDENTITY THEFT	6	2	4
INTIMIDATION /OTHER CRIMINAL THREAT	6	4	2
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	1	1	0
MINOR IN POSSESSION	5	2	3
MISCELLANEOUS	8	3	5
MOTOR VEHICLE THEFT	9	6	3
OTHER	27	19	8
PROPERTY - FOUND LOST MISLAID	6	5	1
PROPERTY RECOVER FOR OTHER AGENCY	5	1	4
PROSTITUTION - ENGAGE IN	1	1	0
RECKLESS DRIVING	4	3	1
RESTRAINING ORDER VIOLATION	3	2	1
ROBBERY - BUSINESS	2	2	0
ROBBERY - OTHER	3	2	1
RUNAWAY	3	3	0
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	2	2	0
SEX CRIME - MOLEST (PHYSICAL)	5	5	0
SEX CRIME - NON FORCE SODOMY	1	1	0
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	1	1	0
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	9	4	5
THEFT - BICYCLE	4	1	3
THEFT - BUILDING	9	4	5
THEFT - FROM MOTOR VEHICLE	27	20	7
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	4	3	1
THEFT - OTHER	31	13	18
THEFT - PICKPOCKET	2	0	2

Woodburn Police Department

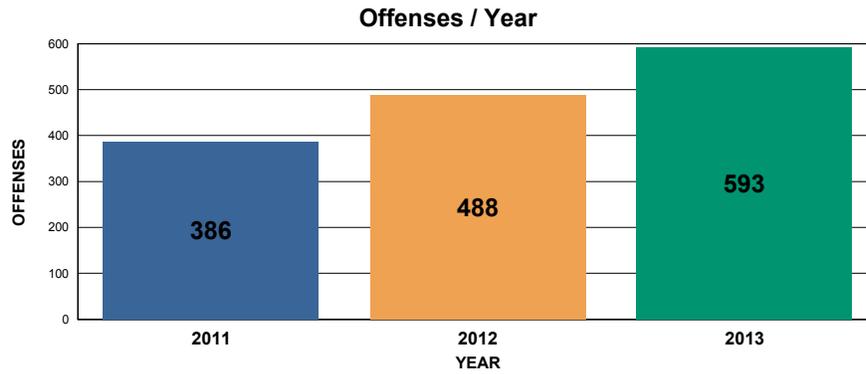
MONTHLY CRIMINAL OFFENSES JANUARY THRU DECEMBER 2013

	Total	Jan	Feb
THEFT - PURSE SNATCH	2	0	2
THEFT - SHOPLIFT	44	24	20
TRAFFIC VIOLATIONS	36	13	23
TRESPASS	12	5	7
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	7	5	2
VANDALISM	43	21	22
VEHICLE RECOVERD FOR OTHER AGENCY	4	1	3
WARRANT ARREST FOR OUR AGENCY	27	13	14
WEAPON - POSSESS ILLEGAL	4	2	2

	Total	Jan	Feb
2013 Total	593	327	266

2012 Total	488	246	242
-------------------	------------	------------	------------

2011 Total	386	202	184
-------------------	------------	------------	------------





Agenda Item

March 25, 2013

TO: Honorable Mayor and City Council

FROM: Scott C. Derickson, City Administrator

SUBJECT: **DataVision Communications, LLC Franchise**

RECOMMENDATION:

Adopt the ordinance.

BACKGROUND:

In 2001, the City granted a 10 year franchise to DataVision Communications, LLC Franchise to provide telecommunications services. This franchise is not for providing cable television services but is for utilizing City rights-of-way to provide other telecommunications services. For the duration of the existing franchise, DataVision has complied with all franchise provisions and is currently in good standing with the City.

DataVision provides a full range of voice communication and data services to business and residential customers. Voice is provided utilizing VOIP and TDM technology. Data includes both private data service and Internet connectivity over a 100% fiber optic network -- the clearest and most reliable infrastructure available today. In addition, DataVision offers its end users whole home and business monitoring and security, and FiberCloud data storage, backup and cloud based software services.

DISCUSSION:

On March 18, 2013 the Assistant City Attorney and I met with John Hoffmann, the manager of DataVision, to discuss finalization of the new franchise. This meeting was extremely productive and it was agreed that the new franchise should reflect the "status quo" since the existing franchise has worked well for both parties.

The Franchise grants DataVision the right to use the public rights-of-way to provide telecommunications services. The Franchise term is for a five year period with an automatic renewal of an additional five years unless one of the parties gives notice of non-renewal. This franchise is not exclusive in that the

Agenda Item Review: City Administrator City Attorney Finance

City reserves the right to grant a similar franchise to other telecommunications providers pursuant to the requirements of state and federal law.

Highlights of the new franchise include:

- The present franchise fee of 7% of DataVision's gross revenues is maintained. A minimum annual franchise fee of \$1,000 shall be paid for occupying the right-of-way.
- City construction standards shall apply to all work performed by the Franchisee in the City rights-of-way.
- All wiring and physical improvements placed by the Franchisee in City rights-of-way shall be placed underground unless the Franchisee obtains permission from the City.
- An emergency clause was added to the ordinance so that the new franchise can become immediately operational after its formal acceptance by DataVision.

FINANCIAL IMPACT:

Franchise fees are an important part of City revenue. During Fiscal Year 2011-2012, DataVision paid \$5,237.76 to the City under the terms of its franchise.

COUNCIL BILL NO. 2920

ORDINANCE NO. 2501

AN ORDINANCE GRANTING A TELECOMMUNICATIONS FRANCHISE TO DATAVISION COMMUNICATIONS, LLC TO OCCUPY CERTAIN RIGHTS-OF-WAY WITHIN THE CITY OF WOODBURN AND DECLARING AN EMERGENCY.

WHEREAS, Ordinance 2291 granted a franchise (“the Existing Franchise”) to DataVision Communications, LLC to operate telecommunications services for a 5 year period within the corporate limits of the City of Woodburn; and

WHEREAS, the parties to the Existing Franchise have been negotiating in good faith towards renewal; and

WHEREAS, the parties have agreed to a new non-exclusive 5-year franchise with an automatic 5 year renewal; **NOW, THEREFORE**,

THE CITY OF WOODBURN ORDAINS AS FOLLOWS:

Section 1. Franchise Grant.

A. Subject to the terms and conditions contained herein, the City of Woodburn does hereby grant to DataVision Communications, LLC (“the Franchisee”) a telecommunications franchise (“the Franchise”) to locate its facilities within the rights-of-way of the City.

B. Such grant is subject to all of the laws and ordinances of the City of Woodburn and the State of Oregon.

C. The scope of this grant allows the installation of facilities by the Franchisee in the City’s rights-of-way. Such facilities shall be used by the Franchisee to provide telecommunications services consistent with the authority granted by the FCC. In the event either the location of the Franchisee’s facilities or the nature of the services provided is proposed for modification, the Franchisee shall be required to obtain an additional or revised franchise from the City.

Section 2. Construction Standards.

A. The construction standards of the City of Woodburn, as well as any other applicable construction standards in existence at the time of the Franchise

or hereafter enacted, shall apply to all work performed by the Franchisee in City rights-of-way.

B. The Franchisee's facilities shall not interfere in any way with any of the City's communications or other public and city-permitted facilities, including other franchised facilities, either as installed or during operation. The Franchisee will compensate the provider of power directly for the cost of power consumed in support of the Franchisee's facilities, and shall hold the City completely harmless from any power cost.

C. The Franchisee shall locate below the surface of the ground all wiring and physical improvements within City rights-of-way, unless it is physically impossible to do so. Placement of any improvements above ground, or on poles shall only be with the prior review and approval of the City.

D. Where permission is granted by the City to locate the Franchisee's facilities upon poles, the Franchisee shall independently obtain prior written approval from the owner and/or operator of the poles on which its facilities shall be placed. Upon request, the Franchisee shall provide copies of such written approvals for City review.

E. Where permission is granted by the City to locate the Franchisee's facilities upon poles, the Franchisee shall undertake all wiring and physical improvements required by the owner of each pole to which its facilities are to be attached. In the case of City-owned poles or fixtures, such work shall be performed subject to the approval of the City Engineer or his designee.

Section 3. Franchise Fee. The franchise fee payable to the City shall be 7% (seven percent) of the Franchisee's gross revenues earned within the corporate limits of the City. In the event no revenues are earned, but the Franchisee is actually occupying City rights-of-way, the Franchisee shall pay a minimum annual franchise fee of \$1,000. Franchise fees shall be payable quarterly, on or before April 30, July 31, October 31 and January 31, for the preceding calendar quarter. Such payment made by the Franchisee will be accepted by the City from the Franchisee, as also in payment of any license, privilege or occupation tax or fee for revenue or regulation, or any permit or inspection fees or similar charges for street openings, installations, construction or for any other purpose now or hereafter to be imposed by the City upon the Franchisee during the term of the Franchise. Payments made more than ten calendar days beyond the due date shall bear interest at the rate of 9% per annum.

Section 4. Term. The term of the Franchise shall be five (5) years. The Franchise shall be subject to one automatic renewal on the same terms and conditions for an additional period of five (5) years unless notice is given by either party 180 days in advance of the expiration of the Franchise of its intention to terminate or renegotiate the Franchise.

Section 5. Acceptance. The grant of Franchise herein is conditioned upon the Franchisee's acceptance of all terms and conditions hereof in writing in a form acceptable to the City.

Section 6. Emergency Clause. This ordinance being necessary for the immediate preservation of the public peace, health and safety so that franchised telecommunications services can continue, an emergency is declared to exist and this ordinance shall take effect immediately upon passage 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: _____
Heather Pierson, City Recorder
City of Woodburn, Oregon



Agenda Item

March 25, 2013

TO: Honorable Mayor and City Council through City Administrator
FROM: Stu Spence, Recreation Services Manager
SUBJECT: **Oregon State Parks Local Government Grant Application**

RECOMMENDATION:

Adopt the resolution.

BACKGROUND:

The Community Services Department, working through the Recreation and Park Board, has identified the need to improve Legion Park's aging picnic pavilion and restroom facilities.

This project is expected to also include landscape and turf improvements, an asphalt walking path and an irrigation system for the turf in the vicinity of the pavilion/ restroom facility. The project meets the funding criteria for the State's Local Government Grant Program, which requires a 40% local match of cash, contributions of materials, and volunteer labor. Oregon State Parks requires that the City Council approve a resolution supporting the grant application.

DISCUSSION:

The 2009 Parks and Recreation Master Plan recognizes the need for renovations to Legion Park and lists it as a priority to be completed in the 2013–2016 planning horizon. The Recreation and Park Board considers the Legion Park Playground to be a high priority park development priority for 2013.

Applications are currently being accepted for Oregon State Park's Local Government Grant Program. If funded, the Community Services Department would expect to initiate the project in fall 2013 and complete it during summer 2014.

The Local Government Grant Program awarded the Community Services Department nearly \$45,000 in 2012 to construct a new playground at Legion

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

Park. This project is a continuation of our efforts to rehabilitate Legion Park. The Local Government Grant program, which is funded by State Lottery proceeds, continues to be the strongest source of park development funds available to the City. This project is expected to be competitive, as the program places a priority on projects that have a "rehabilitation" focus.

FINANCIAL IMPACT:

This grant program requires a 40% match, which can include in-kind, non-cash, contributions. The Community Services Department is currently in the process of developing a budget for this project and will request grant funding in the amount of 60% of total project costs. The City's share of matching funds will be provided through in kind labor and Parks System Development Charges.

COUNCIL BILL NO. 2921

RESOLUTION NO. 2027

A RESOLUTION AUTHORIZING APPLICATION FOR A LOCAL GOVERNMENT GRANT FROM THE OREGON PARKS AND RECREATION DEPARTMENT FOR THE CONSTRUCTION OF A PICNIC PAVILION WITH RESTROOM FACILITIES, A WALKING PATH AND LANDSCAPE IMPROVEMENTS AT LEGION PARK

WHEREAS, the Oregon Parks and Recreation Department is accepting applications for the Local Government Grant Program; and

WHEREAS, the Department of Community Services desires to participate in this grant program to the greatest extent possible as a means of providing needed parks and recreation improvements and enhancements; and

WHEREAS, the proposed project meets the City's identified need for rehabilitating Legion Park by replacing the obsolete picnic pavilion and restroom facilities and constructing a walking path and landscape improvements; and

WHEREAS, the Recreation and Park Board, City Council, and staff have identified improvements to Legion Park as a high priority need in Woodburn; and

WHEREAS, the City of Woodburn's 2009 Parks and Recreation Master Plan recommends improvements to Legion Park; and

WHEREAS, City residents will benefit from the replacement of the existing picnic pavilion and restroom facility at Legion Park; and

WHEREAS, the City of Woodburn will provide adequate funding for on-going operations and maintenance of this facility should grant funds be awarded; **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That the City of Woodburn's Community Services Department is authorized to apply for a Local Government Grant from the Oregon Parks and Recreation Department for the Legion Park Pavilion/ Restroom project as more fully described above.

Section 2. That the City certifies that the required 40% "matching share" for this grant application is available should this grant be obtained.

Section 3. That the Director of Community Services is authorized to submit said grant application on behalf of the City.

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



Agenda Item

March 25, 2013

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 Contract for Street Sweeping Operations**

RECOMMENDATION:

That the City Council, acting as the Local Contract Review Board, award a contract for providing street sweeping operations to Water Truck Services, Inc. of Wilsonville, Oregon for **\$93,996.76** per year.

BACKGROUND:

The City of Woodburn has contracted street sweeping operations since July 2008. The current contract option years expire in July 1, 2013. The Public Works Department issued a Request for Proposals (RFP) on February 15, 2013 and closed to solicitation on March 7, 2013 for a new contract to commence on July 1, 2013 to ensure no disruption in service.

The City elected in 2008 to contract out for street sweeping services to avoid costs associated with the following:

- Capital expenditure for new sweeper - \$180,000.00
- Annual maintenance cost for sweeper - \$19,000.00
- Annual personnel cost savings by reallocating staff - \$12,000.00

Actual savings realized exceeded those estimated.

The expiring contract for street sweeping services has been provided by Great Western Sweeping of Sherwood, Oregon for \$122,000.00 per year. Great Western Sweeping was one of four firms responding to the RFP.

Agenda Item Review: City Administrator City Attorney Finance

DISCUSSION:

Four firms responded to the RFP and are listed below based upon their ranking by the selection panel:

1. Water Truck Services, Inc. – Wilsonville, OR
2. Great Western Sweeping – Sherwood, OR
3. Cannon Pacific – San Marcos, CA
4. Rose City Environmental, Inc. – Portland, OR

The Public Works Department appointed a panel of three professional staff directly associated with the street sweeping operations from an administrative and regulatory perspective. The panel scored the four responding firms based upon the criteria established within the RFP. Evaluation and selection was based upon the following:

1. Qualifications to perform scope of services
2. Prior work experience performing scope of services
3. Demonstrated understanding of the scope of services
4. References from other communities receiving services
5. Fee schedule for providing scope of services
6. Overall best value to the City

Water Truck Services, Inc. received the highest evaluation score and was selected as the responding firm to be recommended to Council for contract award.

The recommend contract award is in conformance with public contracting laws of the State of Oregon as outlined in ORS Chapter 279B and the laws and regulations of the City of Woodburn.

FINANCIAL IMPACT:

The contracted street sweeping operational services will be funded from Fund 140, Street Maintenance.



Agenda Item

March 25, 2013

TO: Honorable Mayor and City Council through City Administrator
FROM: Jim Row, Community Services Director
SUBJECT: **Transit Vehicle Grant Agreement**

RECOMMENDATION:

Authorize the City Administrator to enter into the attached Grant Agreement No. 29041 with the Oregon Department of Transportation ("ODOT") for the purchase of a "category A" heavy duty low-floor transit vehicle in the amount of \$311,250 or 83% of the total project cost, whichever is less.

BACKGROUND:

The Transit Division has identified the need to replace one of its large transit vehicles, the 2002 Eldorado, which has outlived its useful life. This vehicle has 156,000 miles and requires frequent repairs. With a seating capacity of only 23 passengers, the Eldorado is the smallest of our full sized transit vehicles. The other vehicles in our full sized fleet seat 30-35 passengers and the new vehicle will have between 35-40 seats. Our current full sized vehicles are category b medium duty vehicles, with a useful life of 10 years or 350,000 miles. The new vehicle will be a "category A" heavy duty bus with a useful life of 12 years or 500,000 miles.

DISCUSSION:

This item is consistent with the 2010 Transit Plan, which recommends the purchase of a new low-floor vehicle. Low-floor vehicles offer several distinct advantages over standard high-floor buses. First, low-floor buses offer much faster boarding and de-boarding, especially for the elderly or individuals with a mobility device. Low-floor buses also facilitate easier boarding for children, passengers carrying groceries, strollers, and other large loads. Low-floor buses also have more reliable and easier to operate ramp mechanisms for boarding and de-boarding passengers in a wheelchair or mobility device. Low-floor buses also tend to be more "modern" and can help enhance the image of transit in the community.

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

If this grant agreement is authorized, staff will initiate the procurement process and bring a purchase contract to the Council for approval in the coming months.

FINANCIAL IMPACT:

The \$311,250 ODOT Grant will be matched with \$63,750 in local funds. The required matching funds were accumulated in the Equipment Replacement Fund, General Capital Construction Fund, and the Transit Fund as follows:

General Capital Construction	\$18,294
Equipment Replacement	\$20,000
Transit Fund	<u>\$25,456</u>
Total Cost	<u><u>\$63,750</u></u>

Expenditure authority to transfer from the Equipment Replacement and General Capital Construction funds will be included in the proposed FY 2013-2014 transit budget.

Attachment

ODOT Agreement No. 29041

PUBLIC TRANSIT DIVISION OREGON DEPARTMENT OF TRANSPORTATION

THIS AGREEMENT is made and entered into by and between **The State of Oregon**, acting by and through its Department of Transportation, Public Transit Division, hereinafter referred to as "**State**," and **City of Woodburn**, hereinafter referred to as "**Recipient**," and collectively referred to as the "**Parties**."

RECITALS

1. By the authority granted in Oregon Revised Statutes (ORS) 190.110 and 283.110, state agencies may enter into agreements with units of local government, other state agencies or tribes for the performance of any or all functions and activities that a party to the agreement, its officers, or agents have the authority to perform.
2. By the authority granted in ORS 184.670 to 184.733, State, acting through the Oregon Transportation Commission, is authorized to enter into agreements and disburse funds for the purpose of supporting public transportation.
3. This Agreement is based upon and subject to Oregon Revised Statutes, Oregon Administrative Rules (OAR), Federal Transit Administration (FTA) regulations, and FTA Circular 9040.1F including all associated references and citations. From time to time these laws, rules and regulations may be amended and State reserves the right to amend this Agreement if it is affected. State will provide thirty (30) days' notice of impending changes and will prepare an amendment to this Agreement incorporating the changes to be executed by the Parties.

NOW THEREFORE, the premises being in general as stated in the foregoing Recitals, it is agreed by and between the Parties hereto as follows:

TERMS OF AGREEMENT

1. Recipient enters into this Agreement with State to secure financial assistance to perform activities, hereinafter referred to as "**Project**", described in Exhibit A, attached hereto and by this reference made a part hereof.
2. The total Project cost is estimated at **\$375,000.00**, which is subject to change. The maximum allowable reimbursement by State shall be either **83.00%** of allowable costs, or **\$311,250.00**, whichever is less. Disbursements shall be made as provided in Section II, State Obligations, Paragraph A., of this Agreement.
3. The term of this Agreement will begin on **March 1, 2013** or upon execution by all Parties, whichever date is later, and shall expire, unless earlier terminated or extended by an executed amendment, on **June 30, 2014** (Expiration Date).
4. It is mutually agreed and understood by State and Recipient that Recipient may enter into an agreement with one or more additional entities (subrecipients) to complete the Project.
 - a. If subrecipients are to be used, Recipient agrees to do so only through a signed written agreement (subagreement). Subagreements shall incorporate and pass through all of the applicable requirements of this Agreement to any subrecipient. Use of a subagreement does not relieve Recipient of its responsibilities to carry out the terms and conditions of this Agreement.
 - b. Recipient also agrees to provide State with a copy of any signed subagreement within thirty (30) days of execution. Any substantial breach of a term or condition of a subagreement by a subrecipient relating to funds covered by this Agreement must be reported by Recipient to State within ten (10) days of its being discovered.
 - c. The use of subagreements shall not apply to procurements of goods and services supplied by subcontractors. Recipients and subrecipients shall follow procedures described in Section I, Recipient Obligations, Paragraph A(2) of this Agreement for procurement contracts used to buy goods and services from subcontractors.

5. The following documents are attached hereto and by this reference made a part of this Agreement: **Agreement Obligations and General Provisions, Exhibit A: Project Description and Budget**, and **Exhibit B: Financial Information**. The following document is incorporated by reference: **Fiscal Year 2013 Annual List of Certifications and Assurances for FTA Grants and Cooperative Agreements**. These certifications and assurances are used in connection with all Federal assistance programs administered by FTA during Federal Fiscal Year 2013. These certifications and assurances include all annual certifications required by 49 U.S.C (5309).

I. RECIPIENT OBLIGATIONS

A. General Requirements

1. Recipient shall conduct Project activities in accordance with Exhibit A: Project Description and Budget. Recipient shall notify State in writing of changes to the Project prior to performing any changes and will not perform any changes to the Project listed in Exhibit A without specific written approval from State.
2. Recipient shall make purchases of any equipment, materials, or services pursuant to this Agreement under procedures consistent with Oregon law, including, without limitation, applicable Oregon statutes, applicable rules pursuant to ORS 279A.065, and in conformance to FTA Circular 4220.1F, Third Party Contracting Requirements, ensuring that:
 - a. all applicable clauses required by Federal Statute, executive orders and their implementing regulations are included in each competitive procurement;
 - b. all procurement transactions are conducted in a manner providing full and open competition;
 - c. procurements exclude the use of statutorily or administratively imposed in-state or geographic preference in the evaluation of bids or proposals (with exception of locally controlled licensing requirements);
 - d. contracts will not exceed a period of five (5) years without prior approval of FTA; and
 - e. construction, architectural and engineering procurements are based on Brooks Act procedures unless the State of Oregon has adopted a statute that governs such procurements.
3. Recipient is responsible for submission of any draft subagreements and contracts associated with this Agreement to State for review and approval. No subagreement or contract will be effective until approved by State in writing. *Best Practices Procurement Manual*, a technical assistance manual prepared by the FTA, is available on the FTA website: www.fta.dot.gov.
4. Recipient shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the Project described in Exhibit A, which hereby is incorporated by reference. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations.

5. Recipient shall retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. Recipient acknowledges and agrees that State, the Secretary of State's Office of the State of Oregon, the federal government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Recipient which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six (6) years after final payment or until completion of any litigation arising under this Agreement, whichever is later. Copies of applicable records shall be made available upon request. Payment for costs of copies is reimbursable by State.
6. To receive reimbursement as described in Section II, Paragraph A, of this Agreement, Recipient shall submit requests for reimbursement using a form that is acceptable to and approved by State. Additionally, the submission of quarterly progress reports is required before payment will be made. Failure to use a format that is acceptable to and approved by State or to submit quarterly progress reports may result in the withholding of payment by State. Reporting periods are based on the Oregon state fiscal year which runs from July 1 to June 30. Quarters run from July through September, October through December, January through March, and April through June. Reports are due to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem Oregon, 97301-6867 no later than forty-five (45) days after the last day of each quarter. The July through September report is due no later than November 15, the October through December report is due no later than February 15, the January through March report is due no later than May 15, and the April through June report is due no later than August 15. Reports shall include a statement of revenues and expenditures for each quarter, including documentation of local match contributions. State reserves the right to request such additional information as may be necessary to comply with federal or state reporting requirements.
7. Recipient must submit the final request for reimbursement no later than sixty (60) days after the Expiration Date of this Agreement. If Recipient is unable to submit the final request for reimbursement within this time period, Recipient must contact the Agreement Manager to request a payment extension prior to the end of the sixty (60) day period. The Agreement Manager may, at his or her sole discretion, extend the date for submission of the final request for reimbursement. If the Agreement is terminated prior to the Expiration Date, Recipient must submit the final request for reimbursement, if any, no later than sixty (60) days after the termination date. Failure to submit a final request for reimbursement no later than sixty (60) days after this Agreement expires or is terminated may result in the withholding of payment by State.
8. Recipient certifies and represents that the individual(s) signing this Agreement has been authorized to enter into and execute this Agreement on behalf of Recipient, under the direction or approval of its governing body, commission, board, officers, members or representatives, and to legally bind Recipient.

9. *Recipient shall require its subrecipient(s), contractor(s) and subcontractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the State of Oregon, Oregon Transportation Commission and its members, Department of Transportation and its officers, employees and agents from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Recipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the Parties that the State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by the contractor and subcontractor from and against any and all Claims.*
10. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of the State of Oregon or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at anytime at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State of Oregon, or that Recipient's subrecipient is not adequately defending the State of Oregon's interests, or that an important governmental principle is at issue or that it is in the best interests of the State of Oregon to do so. The State of Oregon reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
11. Recipient shall perform the Project as an independent contractor and shall be exclusively responsible for all costs and expenses related to its employment of individuals to perform under this Agreement, including, but not limited to, retirement contributions, workers' compensation, unemployment taxes and state and federal income tax withholdings.
12. All employers, including Recipient, that employ subject workers under this Agreement in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage unless such employers are exempt under ORS 656.126. Employer's Liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
13. Recipient acknowledges and agrees that the Federal Government, absent express written consent by the Federal Government, is not a party to this Agreement and shall not be subject to any obligations or liabilities to the Recipient, contractor or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.
14. Recipient's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
15. Recipient certifies that neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from this federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient must provide notice to State if at any time it learns that this certification is erroneous when submitted or if circumstances have changed (new personnel, indictments, convictions, etc.).

16. Recipient shall permit State, the Secretary of State, the Comptroller General of the United States, the U.S. Department of Transportation, or their authorized representative(s); upon reasonable notice, to inspect all vehicles, real property, facilities, and equipment purchased by the Recipient as part of the Project, and any transportation services rendered by Recipient, subrecipient(s), contractor(s), or subcontractor(s) acting on behalf of Recipient. Recipient shall permit the above named persons to audit the books, records, and accounts of Recipient relating to the Project.
17. Any recipient of grant funds, pursuant to this Agreement with State, shall assume sole liability for that Recipient's breach of the conditions of this Agreement, and shall, upon Recipient's breach of conditions that requires State to return funds to the FTA, hold harmless and indemnify State for an amount equal to the funds received under this Agreement; or if legal limitations apply to the indemnification ability of the Recipient of grant funds, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount received under this Agreement.
18. Recipient shall comply with 49 CFR sections 37.77(c) and 37.105 regarding "Certification of Equivalent Service." If non-ADA accessible vehicles are being purchased for use by a public entity in demand responsive service for the general public, Recipient will certify to State at the time of applying for a project that, when viewed in its entirety, the demand responsive service offered to persons with disabilities, including persons who use wheelchairs, meets the standard of equivalent service.
19. Recipient shall comply with 49 CFR 663 regarding pre-award and post-delivery reviews. Every Recipient purchasing rolling stock or facilities under this Agreement must certify to State that a pre-award and post-delivery review has been conducted in accordance with FTA requirements. This review ensures compliance to bid specifications including, but not limited to, seismic considerations, Buy America requirements when purchase is over \$100,000 and Federal Motor Carrier Safety Standards, as applicable to the type of project. Each Recipient's certification must include that required documents have been received from manufacturers or vendors of products, or from both, and that Recipient possesses such documents. Acceptable certification forms are available from the Public Transit Division. Recipient must provide certification forms to State when reimbursement is requested for vehicles. For facilities projects, Recipient must provide pre-award certifications to State at time of first payment, and post-delivery certifications upon completion of the post-delivery review, and in no event later than with Recipient's reimbursement request for final payment.
20. Recipient shall comply with 49 CFR 604 in the provision of any charter service provided with vehicles, facilities, or equipment acquired with FTA assistance under this Agreement.
21. Recipient shall submit an annual vehicle inspection report to State, Public Transit Division for any vehicle purchased under this Agreement. Vehicle inspections shall be conducted by a vehicle maintenance technician certified by a nationally recognized organization in the field of vehicle service and maintenance. Reports shall be submitted on forms covering required areas of inspection provided by State, Public Transit Division.
22. All drivers of vehicles purchased with FTA funds under this Agreement must receive a standard defensive driving course within six months of employment.
23. Recipient shall maintain all vehicles, equipment, and facilities purchased under this Agreement in good condition per manufacturer's recommendations. Recipients are required to develop preventive maintenance plans for all rolling stock and facilities and provide the plans to State, Public Transit Division upon request.

24. Recipient shall be the owner of the property for facility construction projects and of vehicles purchased under this Agreement, and such ownership shall be recorded on real property deeds for facility construction projects and on vehicle titles. If Recipient contracts the operation of vehicles to a third party, then the third party may be shown as the owner or lessee with the Recipient listed as the second security interest holder or lessor. In all cases, Oregon Department of Transportation, Public Transit Division shall be shown as the first security interest holder on vehicle titles. If Recipient fails to show Oregon Department of Transportation, Public Transit Division as the first security interest holder, Recipient shall pay any expenses to re-submit the necessary documents to Oregon Department of Transportation, Driver and Motor Vehicle Services (DMV). If a vehicle is damaged or destroyed at any time when Recipient fails to show Oregon Department of Transportation, Public Transit Division, as the first security interest holder, Recipient shall be liable to State for any damage in an amount in the same manner as if Oregon Department of Transportation, Public Transit Division, were shown as the first security interest holder.
25. Recipient shall bear the cost of insuring assets purchased under this Agreement based on risk assessment. Recipient shall maintain, in amounts and form satisfactory to State, such insurance or self-insurance as will be adequate to protect Recipient, vehicle drivers and assistants, vehicle occupants, and property throughout the period of use. The minimum that may be approved by State shall include comprehensive and collision insurance adequate to repair or replace property and equipment if damaged or destroyed, liability insurance of \$50,000 for property damage, \$200,000 for bodily injury per person, \$500,000 bodily injury per occasion for maintenance and shop vehicles, \$1,000,000 bodily injury per occasion for vehicles providing passenger transportation, uninsured motorist protection, and personal injury protection as required by ORS Chapter 806. Recipient shall be responsible for all deductibles or self-insured retention. Recipient shall include the Oregon Department of Transportation, Public Transit Division as "Additional Insured."
26. All construction projects and purchases of real estate, with the exception of passenger shelters, amenities, and right-of-way infrastructure improvements, shall have a restrictive covenant filed with the property deed. The restrictive covenant will limit the use of the building and property to the stated purpose specified in the scope of work associated with this Agreement.
27. Recipient shall complete all purchases, including installation, and all construction of capital assets funded under this Agreement prior to the expiration date of this Agreement. If local circumstances prevent purchase, installation, or construction by the specified date, the Recipient will notify State, Public Transit Division in writing of the circumstances regarding the delay. Such notification must be received at least forty-five (45) days prior to the expiration of the Agreement. Contract amendment for time will be considered in extenuating circumstances.

B. Audit Requirements

1. Recipients receiving Federal funds in excess of \$500,000 are subject to audit conducted in accordance with Office of Management and Budget (OMB) Circular A-133, *Audits of States, Local Governments, Non-profit Institutions*. Recipient, if affected by this requirement, shall at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Suite 3, Salem, Oregon, 97301-4179, a copy of its A-133 annual audit covering the funds expended under this Agreement and shall submit or cause to be submitted, the annual audit of any subrecipient(s), contractor (s), or subcontractor(s) of Recipient responsible for the financial management of funds received under this Agreement.

2. Recipients receiving less than \$500,000 in Federal funds shall, at Recipient's own expense, submit to State, Public Transit Division, 555 13th Street NE, Salem, Oregon, 97301-4179, a copy of any annual audit covering the funds expended under this Agreement by Recipient or any subrecipient(s), contractor(s), or subcontractor(s) of Recipient receiving funds as a result of this Agreement; and a copy of the management letter and any report that accompanies the annual audit covering the funds expended under this Agreement.
3. Recipient shall save, protect and hold harmless State from the cost of any audits or special investigations performed by the Oregon Secretary of State's Audits Division in response to allegations with respect to the funds expended under this Agreement. Recipient's liability for any costs incurred under this provision is not limited to the grant amount defined by the Terms of Agreement, and is binding whether or not the allegations are substantiated. It is also mutually agreed and understood that any audit costs incurred as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Recipient and State.

C. Other Federal Requirements

One of the principles of contracting with Federal funds received indirectly from the FTA is recognition that, as a condition of receiving the funds, certain specific requirements must be met not only by the Recipient, but also by any subrecipient(s), contractor(s), or subcontractor(s). To the extent applicable, Federal requirements extend to the third party contractors and their contracts at every tier and subrecipients and their subagreements at every tier. The specific requirements for particular grant funds are found in the Master Agreement that is signed and attested to by State. This Master Agreement is incorporated by reference and made part of this Agreement. Said Master Agreement is available upon request from State by calling (503) 986-3300, or by accessing the FTA website: www.fta.dot.gov.

The following is not a complete list of Federal requirements. Rather it is a summary of various primary requirements associated with the type of transactions covered by this Agreement and the type of funds described in Exhibit A.

1. Recipient shall comply with Title VI of the Civil Rights Act of 1964 (78 State 252, 42 U.S.C. § 2000d) and the regulations of the United States Department of Transportation (49 CFR 21, Subtitle A). Recipient shall exclude no person on the grounds of race, religion, color, sex, age, national origin, or disability from the benefits of aid received under this Agreement. Recipient will report to State on at least an annual basis the following information: any active lawsuits or complaints, including dates, summary of allegation, status of lawsuit or complaint including whether the parties entered into a consent decree.
2. Recipient shall comply with FTA regulations in Title 49 CFR 27 *Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance* which implements the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act of 1990, 49 CFR 37, and 49 CFR 38.
3. Recipient has, to the maximum extent feasible, coordinated with other transportation providers and users, including social service agencies authorized to purchase transit service.
4. Recipient will correct any condition which State or FTA believes "creates a serious hazard of death or injury" in accordance with Section 22 of the Federal Transit Act, as amended.
5. Recipient will comply with the applicable provisions of 49 CFR 26 related to Disadvantaged Business Enterprises and report quarterly to State. Each contract Recipient signs with the contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of State-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Recipient deems appropriate.

6. Recipient and contractors receiving in excess of \$100,000 in Federal funds must certify to State that they have not and will not use Federal funds to pay for influencing or attempting to influence an office or employee of any Federal department or Agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement or any other Federal award. If non-federal funds have been used to support lobbying activities in connection with the Project Recipient shall complete Standard Form LLL, Disclosure Form to Report Lobbying and submit the form to State at the end of each calendar quarter in which there occurs an event that requires disclosure. Restrictions on lobbying do not apply to influencing policy decisions. Examples of prohibited activities include seeking support for a particular application or bid and seeking a congressional earmark.

II. STATE OBLIGATIONS

- A. State shall reimburse eligible costs incurred in carrying out the Project subject to the amounts shown in the Terms of Agreement. Reimbursements shall be made by State within thirty (30) days of its approval of each report described in Section I, Paragraph A.6, of this Agreement. Eligible costs are the reasonable and necessary costs incurred by the Recipient or subrecipient in completing the Project as defined by Exhibit A and that are not excluded from reimbursement by State, either by the Agreement or by exclusion as a result of financial review or audit. Expenses that are ineligible include expenses associated with lobbying, personal expenses, and expenses not directly associated with the Project or that are incurred inappropriately, e.g., failure to follow the terms of the Agreement when procuring goods and services.
- B. State certifies, at the time this Agreement is executed, that sufficient funds are available and authorized for expenditure to finance costs of this Agreement within State's current appropriation or limitation of the current biennial budget.
- C. State reserves the right to withhold payment of funds if there are unresolved audit findings, or inadequate information concerning Recipient's activities. State reserves the right to reallocate any portion of the Agreement amount which State reasonably believes will not be used by Recipient within the Terms of Agreement.

III. TERMINATION

- A. This Agreement may be terminated by mutual written consent of both Parties. State may terminate this Agreement, in whole or in part, effective upon delivery of written notice to Recipient, or at such later date as may be established by State, under any of the following conditions:
 1. If Recipient fails to perform the Project called for by this Agreement within the time specified herein or any extension thereof; or
 2. If Recipient fails to perform any of the other provisions of this Agreement, or so fails to pursue the Project as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from State fails to correct such failures within ten (10) days or such longer period as State may authorize; or
 3. If State fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow State, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement; or

4. The requisite local funding to continue the Project becomes unavailable to Recipient; or
 5. Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding proposed by this Agreement; or
 6. The Project would not produce results commensurate with the further expenditure of funds; or
 7. Recipient takes any action pertaining to this Agreement without the approval of State and which under the provisions of this Agreement would have required the approval of State; or
 8. The commencement, prosecution, or timely completion of the Project by Recipient is, for any reason, rendered improbable, impossible, illegal; or
 9. Recipient is in default under any provision of this Agreement.
- B. Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.

IV. GENERAL PROVISIONS

- A. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between State (including any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. Recipient, by execution of this Agreement, hereby consents to the in personam jurisdiction of said court.
- B. Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Recipient or State at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either party may hereafter indicate pursuant to this Section IV.B. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against State, such facsimile transmission must be confirmed by telephone notice to State's grant manager. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.
- C. The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.
- D. This Agreement may be revised or amended by a supplemental written agreement between the parties and executed with the same formalities as this Agreement.
- E. This Agreement may be executed in several counterparts (facsimile or otherwise), all of which when taken together shall constitute one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart. Each copy of this Agreement so executed shall constitute an original.

- F.** This Agreement and attached referenced exhibits constitute the entire agreement between the Parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties and all necessary approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of State to enforce any provision of this Agreement shall not constitute a waiver by State of that or any other provision.
- G.** Recipient and State are the only Parties to this Agreement, and as such are the only Parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to create or provide any legal right or benefit, direct, indirect, or otherwise to any other Party unless that Party is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
- H.** If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against State or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- I.** With respect to a Third Party Claim for which State is jointly liable with Recipient (or would be if joined in the Third Party Claim), State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of State on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if State had sole liability in the proceeding.
- J.** With respect to a Third Party Claim for which Recipient is jointly liable with State (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by State in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of Recipient on the one hand and of State on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- K.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

THE PARTIES, by execution of this Agreement, hereby acknowledge that each Party has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

The Oregon Transportation Commission on October 20, 2010, approved Delegation Order Number OTC-01, which authorizes the Director of the Oregon Department of Transportation to administer programs related to public transit.

On March 1, 2012, the Director approved Delegation Order Number DIR-04, which delegates the authority to conduct the following to the Public Transit Division Administrator:

Approve agreements with local governments, other state agencies, federal governments, state governments, other countries, and tribes as described in ORS 190 developed in consultation with the Chief Procurement Officer. [Includes ORS 190.110, 190.420 366.558, 366.572, 366.576, 384.115, 384.405, and 824.054].

SIGNATURE PAGE TO FOLLOW

City of Woodburn, by and through its

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(If required in local process)

By _____
Recipient's Legal Counsel

Date _____

Agency Contact:

Jim Row
270 Montgomery Street
Woodburn, OR 97071
1 (503) 982-5265
Jim.row@ci.woodburn.or.us

State Contact:

Jean Palmateer
555 13th St. NE
Salem, OR 97301-4179
1 (503) 986-3472
Jean.M.Palmateer@odot.state.or.us

State of Oregon, by and through its
Department of Transportation

By _____
H. A. (Hal) Gard
Public Transit Division Administrator

Date _____

APPROVAL RECOMMENDED

By Jean Palmateer

Date Feb 28, 2013

By _____

Date _____

APPROVED AS TO LEGAL SUFFICIENCY

(For funding over \$150,000)

By _____
Assistant Attorney General

Name Keith Kutler, by email
(printed)

Date March 4, 2013

EXHIBIT A

Project Description and Budget

Project Description/Scope of Work The sole purpose of this Grant Agreement is to provide funding for the following projects:

Project Title: City of Woodburn - Capital SGR Vehicle Replacement				
<i>Purchase one (1) Category A Replacement Vehicle</i>				
Item #1: Bus STD 40ft				
	Total	Grant Amount	Local Match	Match Type(s)
	\$375,000.00	\$311,250.00	\$63,750.00	Local
Sub Total	\$375,000.00	\$311,250.00	\$63,750.00	
Grand Total	\$375,000.00	\$311,250.00	\$63,750.00	

• **1. PROJECT DESCRIPTION**

This project is derived from an award to State from the USDOT Federal Transit Administration "State of Good Repair" program, per Federal Register August 14, 2012, Federal Project ID #D2012-BUSP-163.

Recipient will purchase 1 Category A heavy duty transit bus as follows: 35-40 seats; approximately 2 ADA stations; length: 35-40 feet; fuel type: biodiesel. Purchase includes all graphics, interior seating, ADA accessibility and safety features, other equipment and supplies as necessary to put the vehicle(s) into public transit service.

The vehicle will replace the following vehicle approved for replacement: 2002 Eldorado, VIN #1N9EBAC672C084180.

2. VEHICLE USE AND DISPOSITION

VEHICLE USE:

Recipient will use the vehicle procured through this Agreement for public transit purposes. Recipient will maintain the vehicle(s) and all associated equipment as defined by the State Management Plan and Transit Provider Handbook. Vehicle operations and maintenance records will be kept by Recipient and made available to State upon request.

VEHICLE DISPOSITION:

Recipient will request permission from State if Recipient intends to transfer or sell a vehicle procured through this Agreement. Disposition procedure will be based on age and condition of the vehicle at the time of transfer or sale, and as defined by the State's State Management Plan and Transit Provider Handbook.

Link to the State Management Plan: <http://www.oregon.gov/ODOT/PT/Pages/programs/state-management-plan.aspx>

Link to Transit Provider Handbook: <http://www.oregon.gov/ODOT/PT/Pages/programs/transit-provider-handbook.aspx>

3. PROJECT SCHEDULE and PROCUREMENT

PROJECT SCHEDULE:

All purchases and installations must be completed prior to the expiration date of this Agreement. If an amendment for time is required to complete the project, a request must be received by State at least 45 days prior to the expiration date of this Agreement.

*Expected order date: March 1, 2013
Expected delivery date: June 1, 2014*

PROCUREMENT:

Recipient is encouraged to use the State Price Agreement for the vehicle procurement(s) associated with this Agreement. All vehicle orders from the State Price Agreement will be submitted in a format specified by State to be approved by State; State will submit the vehicle order on behalf of Recipient to vendor selected by Recipient. Format is defined by the Transit Provider Handbook.

If Recipient does not purchase the vehicle(s) from the State Price Agreement contracts, Recipient will submit draft Requests for Proposals (RFP) for procurement of vehicle(s) to State for review prior to soliciting for bids.

Recipient is responsible for procuring all additional equipment not included as part of an order from the State Price Agreement or RFP using procurement procedures in accordance with FTA procurement regulations.

4. ELIGIBLE EXPENSES and MATCH

ELIGIBLE EXPENSES:

Expenses eligible to be reimbursed by this Agreement include: administration of this Agreement; procurement of the vehicles and associated equipment and supplies; installation of equipment; delivery charges; and post-delivery inspections. Extended vehicle warranty that does not exceed the defined useful life of the vehicle(s) is an eligible expense. Expenses associated with vehicle licensing and insurance are not eligible for reimbursement.

MATCH:

Match to be provided by Recipient for this project will be cash from one or more of the following sources: local income.

5. PROJECT REPORTING and REIMBURSEMENT

PROJECT REPORTING:

Recipient will report to State as prescribed by State regarding vehicle(s) purchased under this agreement as long as the vehicle(s) remain in public transportation service.

REIMBURSEMENT:

Recipient will request reimbursement for eligible expenses as prescribed by State. See link to the reimbursement instructions: <http://oregon.gov/ODOT/PT/reporting/vehicle-purchase-reimbursement-instructions.pdf>.

EXHIBIT B

FINANCIAL INFORMATION

The information below will assist auditors to prepare a report in compliance with the requirements of the Office of Management and Budget (OMB) Circular A-133.

This grant is financed by the funding source as indicated below:

Federal Program	Federal Funding Agency	Federal Catalog	Total Federal Funding
49 U.S.C (5309)	U.S. Department of Transportation Federal Transit Administration 915 Second Avenue, Suite 3142 Seattle, WA 98174	20.500 (5309)	\$311,250.00

Administered By Public Transit Division 555.13th St. NE Salem, OR 97301-4179
--



Agenda Item

March 25, 2013

TO: Mayor and City Council through City Administrator
FROM: Christina Shearer, Finance Director
SUBJECT: **Mt. Angel Fire District Network Support Agreement**

RECOMMENDATION:

Authorize the City Administrator to execute an Intergovernmental Agreement with the Mt. Angel Fire District to provide computer and network support.

BACKGROUND:

The Mt. Angel Fire 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 Mt. Angel Fire 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 which will be covered by Information Services.

FINANCIAL IMPACT:

The agreement would supplement the IS department's revenue by approximately \$4,500 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 Mt. Angel Fire District (“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 \$75 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 President of the Fire Board 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.

10. Authority to Execute Agreement

- 10.1 The District has the power and authority to enter into this Agreement and to consummate the transactions contemplated by it. This Agreement has been duly authorized by all necessary action on the part of the District and no other corporate or other action on the part of the District is necessary to authorize the execution and delivery of this Agreement. The officer executing this Agreement

for the District has full authority to do so and thereby to bind the District to its terms.

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

Mt Angel Fire District

By: _____
Scott C. Derickson, City Administrator

By: _____
Stan Seifer, President

Date: _____

Date: _____



Agenda Item

March 25, 2013

TO: Honorable Mayor and City Council through City Administrator
FROM: Jim Hendryx, Director of Economic & Development Services
SUBJECT: **Planning Commission approval of Design Review 2013-01, located at 2720 Newberg Highway (Dutch Bros)**

RECOMMENDATION:

No action is recommended. This item is placed before the Council for information purposes, in compliance with the Woodburn Development Ordinance. The Council may call up this item for review if it desires.

BACKGROUND:

The applicant requested a Type II Design Review for an 815 square foot coffee kiosk. The property is zoned Commercial General (CG). Abutting properties are zoned Commercial General (CG). The property is heavily impacted by the I-5 interchange project and improvements to the Newberg Highway / Evergreen Road intersection. The Director of Economic and Development Services approved, subject to conditions of approval. The conditions of approval require removal of abandoned nonconforming pole signs.

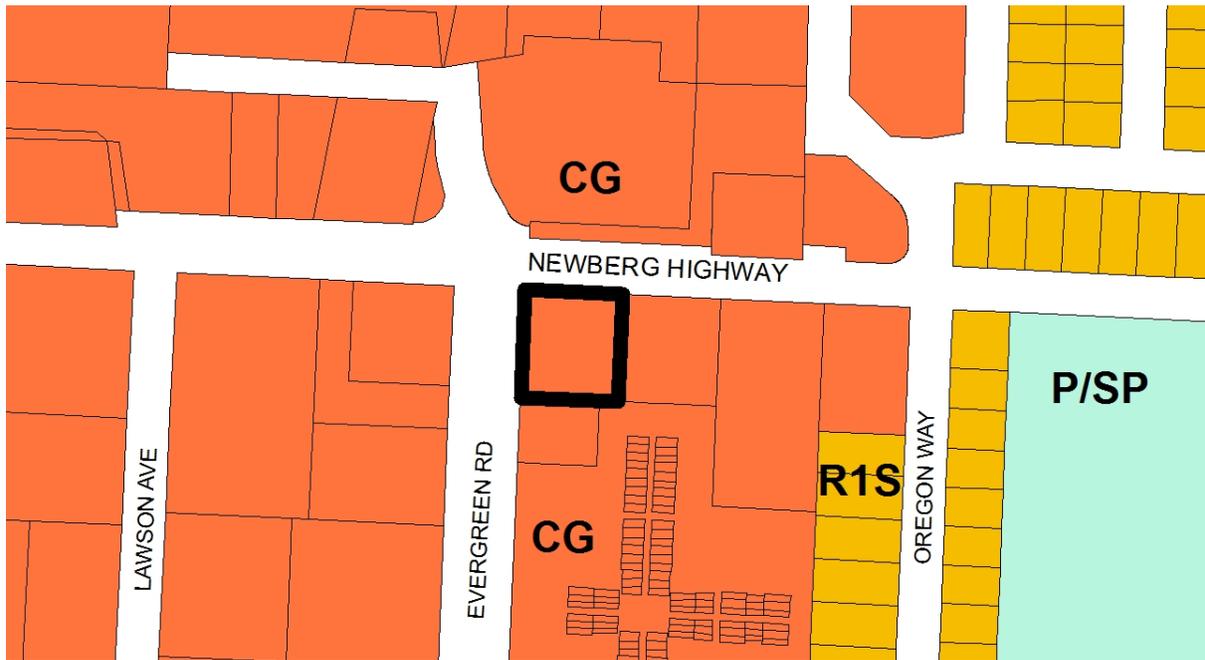
DISCUSSION:

None.

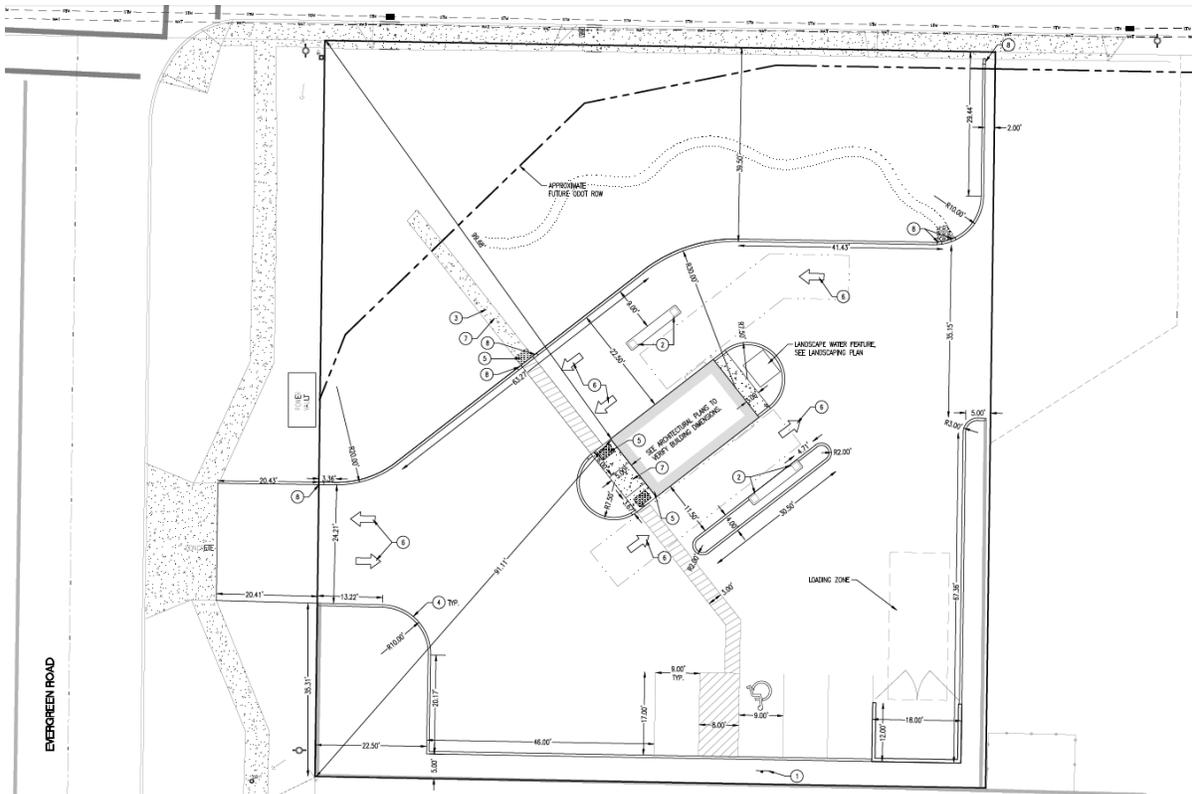
FINANCIAL IMPACT:

This decision is anticipated to have no public sector financial impact.

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



Zoning map



Site plan