

PROCLAMATION

El Día del Niño April 26, 2014

WHEREAS, literacy is the foundation of learning and is essential to the growth and success of all children; and

WHEREAS, many of the nations of the world, and especially within the Western Hemisphere, celebrate El Día del Niño in recognition and celebration of their children; and

WHEREAS, well-educated and literate children are critical to Oregon's economic future; and

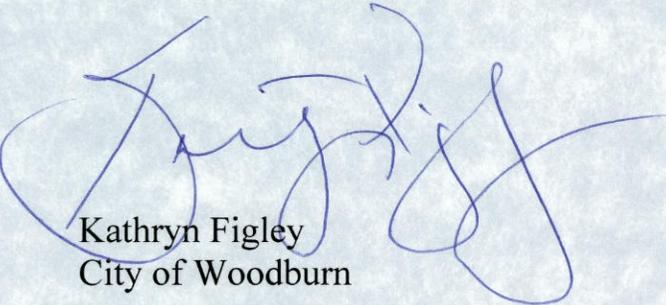
WHEREAS, the importance of reading and education are most often communicated through family members, and supported by such public institutions as public libraries, with their literacy programs for children and families.

THEREFORE, I, Kathryn Figley, Mayor of the City of Woodburn, proclaim April 26, 2014, the official

El Día del Niño

and encourage the people of Woodburn to join in this observance.

IN WITNESS WHEREOF, I hereunto set my hand and caused the seal of the City of Woodburn to be affixed this 9th day of April 2014.


Kathryn Figley
City of Woodburn



**COUNCIL MEETING MINUTES
MARCH 24, 2014**

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, MARCH 24, 2014**

CONVENED The meeting convened at 7:05 p.m. with Mayor Figley presiding.

ROLL CALL

Mayor Figley	Present
Councilor Cox	Present
Councilor Lonergan	Present
Councilor McCallum	Present
Councilor Morris	Absent
Councilor Ellsworth	Present
Councilor Alonso Leon	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Public Works Director Scott, Economic and Development Director Hendryx, Police Captain Alexander, Human Resources Director Hereford, Community Development Director Row, Urban Renewal Manager Stowers, Communications Coordinator Horton, City Recorder Pierson

0:01 **ANNOUNCEMENTS:**

The filing period for Mayor and Council positions will open June 4, 2014. Positions to be voted upon at the November 4, 2014 general election are as follows:

Mayor:	At-Large position (2-year term)
Councilor -Ward III:	Precinct 835 (4 -year term)
Councilor -Ward IV:	Precinct 845 (4 -year term)
Councilor -Ward V:	Precinct 855 (4 -year term)

Candidate filing forms and instructions are available from the City Recorder and are posted on the City website.

APPOINTMENTS:

Cox/Lonergan... appoint Mason Willard Grabill Brown to the Woodburn Library Board. The motion passed unanimously.

0:02 **PROCLAMATIONS**

- A. Mayors Day of Recognition for National Service
- B. American Red Cross Month

BUSINESS FROM THE PUBLIC

Ellen Bandelow, 199 Smith Dr., thanked Scott Derickson, the planning director, and Councilor Lonergan, Cox and McCallum for meeting to discuss parking issues. She stated that it was a good meeting and some of the ideas that came out of it to address the issues were the City doing an education campaign for the public, articles in Woodburn Independent, considering a new ordinance duplicating the one in the WDO, a thorough review of the procedures for grandfathering a property, a thorough review of the follow-up after a

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complaint has been made by someone in the public with an eye toward perhaps speeding up that process and a removal of the no parking signs that refer to the street sweeper giving residents more available parking on the city streets.

0:10 **CONSENT AGENDA**

- A. Woodburn City Council minutes of March 10, 2014
- B. Woodburn Recreation and Park Board minutes of March 11, 2014
- C. Appointment of Public Works Director
- D. Crime Statistics through February 2014

Item C.-Appointment of Public Works Director was removed from the consent agenda at the request of Councilor Ellsworth who declared a conflict of interest and asked to recuse herself from voting on this agenda item. **Cox/Alonso Leon...** appoint Randy Scott Public Works Director. The motion passed unanimously with Councilor Ellsworth not participating. **McCallum/Ellsworth...** adopt the Consent Agenda. The motion passed unanimously.

0:12 **COUNCIL BILL NO. 2951 - AN ORDINANCE AMENDING ORDINANCE 2514 (TEMPORARILY PROHIBITING THE LOCATION OF MEDICAL MARIJUANA FACILITIES) TO ADD THE IMPOSITION OF A MORATORIUM AS PROVIDED BY SENATE BILL 1531 AND DECLARING AN EMERGENCY** **McCallum** introduced

Council Bill 2951. Recorder Pierson read the two readings of the bill by title only since there were no objections from the Council. Councilor Cox stated that he will abstain from voting if the vote is going to be anonymous. Councilor Ellsworth stated that she is struggling with this and believes that medical marijuana is helpful to those who need it. Councilor Lonergan concurred but wants to make sure that it is not available to the wrong sort. Councilor Ellsworth agreed. Mayor Figley added that this is not a prohibition but that this needs to be addressed by the zoning code. On roll call vote for final passage, the bill passed 4-0 with Councilor Cox abstaining. Mayor Figley declared Council Bill No. 2951 duly passed.

0:21 **COUNCIL BILL NO. 2952 - A RESOLUTION NAMING A NEW CITY STREET**

McCallum introduced Council Bill 2952. Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson provided a staff report. Dick Pugh, 1880 Woodland Ave., stated that he supports naming the street “Memorial Way” and naming the transit center the “Woodburn Memorial Transit Center”. Nancy Kirksey, 1049 McKinley, stated that she feels the new street should be named after Tom Tennant and that Mt. Hood Ave. should be renamed Cesar Chavez Blvd. Rick Puente, 925 N. Cascade Dr., stated that he supports the street being named after Tom Tennant and that he spoke with the Tennant family and they would be honored to have the street named after Tom Tennant. City Administrator Derickson stated that the City is planning on placing a plaque at the transit Center. Durrell Crays, 167 N. Settlemeier, stated that he thinks the current memorial is rinky dinky and would like to see something more substantial done. He added that he would like to see all new streets signs be bilingual. Councilor Lonergan stated that he is in favor of naming the street Tom Tennant Way. Councilor McCallum stated he always thought of the three individuals as a group and that the naming of the transit center encompasses all of them and that he has no problem naming the street Tom Tennant. Councilor Ellsworth stated that she believes that the street should be named after Tom

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Tennant not only for his sacrifice to the City but for all the great things he did in the community. Councilor Alonso Leon stated that though she appreciates what the officers did, we have to remember the Latino community and there are no streets that represent that population. She stated that naming this street “bienvenidos” is honoring all the Latinos who are doing amazing things in this community as well. Councilor Cox stated that he is in favor of naming the street after Tom Tennant.

Lonergan/McCallum... to name the street after Tom Tennant. After a roll call vote the motion passed 4-1 with Councilor Alonso Leon voting no.

Cox/Lonergan... the resolution be amended to name the street Tom Tennant Drive. After a roll call vote the motion passed unanimously.

On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2952 duly passed.

McCallum/Alonso Leon... name the transit facility the “Woodburn Memorial Transit Facility.” The motion passed unanimously.

1:01 **CITY ADMINISTRATOR’S REPORT**

The City Administrator stated that he has nothing to report.

1:01 **MAYOR AND COUNCIL REPORTS**

Councilor Lonergan stated that he would like City staff look at the issue of ice cream truck music and would like to know if they fall under the noise ordinance and if they are required to have a business license. City Administrator Derickson stated that they will look into it. Councilor Alonso Leon stated that she participated in Woodburn Clean-up day and thanked everyone who volunteered.

Councilor Ellsworth stated that the Kiwanis is having their annual bark dust sales and said that she has heard complaints about the lighting at the company stores. Director Hendryx stated that he will look into it and report back.

Councilor Cox stated that there was a similar complaint about those lights many months ago and staff looked into it and reported back to Council that they don’t have the equipment to measure the lumens. He stated if we need the equipment and its cheap lets buy it or hire someone to check the lights for us. He also reminded people to ask door-to-door salesman for their business license or solicitor’s license.

1:11 **ADJOURNMENT**

McCallum/Alonso Leon... meeting be adjourned. The motion passed unanimously. The meeting adjourned at 8:15 p.m.

APPROVED _____
KATHRYN FIGLEY, MAYOR

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



Agenda Item

April 14, 2014

TO: Honorable Mayor and City Council
FROM: Scott Derickson, City Administrator
SUBJECT: **Appointment as President of the Oregon Association Chiefs of Police (OACP)**

RECOMMENDATION:

Receive the report.

BACKGROUND/DISCUSSION:

I am proud to inform you that Woodburn Police Chief Scott Russell was recently elected president of the Oregon Association Chiefs of Police (OACP) at its recently held 2014 annual meeting. The OACP was founded in 1953 and consists of more than 400 statewide members. Chief Russell's high degree of professionalism, both as Woodburn's Chief of Police and as a statewide association leader is important to the Woodburn community.

FINANCIAL IMPACT:

None.



Agenda Item

April 14, 2014

TO: Honorable Mayor and City Council through City Administrator
FROM: Marta C. Trinidad, Community Outreach Coordinator
SUBJECT: **Woodburn Downtown Association Agreement**

RECOMMENDATION:

It is recommended that the City Council authorize the City Administrator to enter into a management agreement with the Woodburn Downtown Association.

BACKGROUND:

The Woodburn Downtown Association has been involved in planning events and festivals in downtown Woodburn since its formation in 1982. The organization's mission is "To promote the historic and cultural diverse heritage of our community by providing opportunities that will encourage community-wide investment in downtown Woodburn. To encourage ownership of downtown through community participation in creating a beautiful, safe and economically successful City of Woodburn."

In 2012, after a brief hiatus, downtown business owners resurrected the WDA as a means to stimulate economic activity downtown by planning events and supporting downtown merchants. The organization subsequently entered into an agreement with the City that assigned them the role of lead organizer of downtown events.

For the last two years, the WDA organization successfully planned two large downtown events; Mother's Day, and Mexican Independence Day. The City and WDA collaboration resulted in the reduction of City staff hours used to plan events and ultimately added to the overall quality of the events by increasing community support, partnerships, ownership of downtown business, quality of entertainment, and the reduction of noise complaints.

Agenda Item Review: City Administrator City Attorney Finance

With the large number of nearby residential dwellings, sound complaints are an inevitable side effect of holding community events in the downtown core. While the sound impact to downtown residents has always been a concern with large events at the plaza, the WDA has taken precautions to limit the noise impact to the downtown neighborhood. The organization monitors noise at events, and in the infrequent instances where a complaint is received, has been responsive in reducing volumes to below the allowable level.

DISCUSSION:

The enclosed management agreement with the Woodburn Downtown Association will formalize the continuation of this partnership. The major tenants of the agreement include:

- o The City will provide suitable locations for events organized by WDA.
- o The City will waive any Special Event Park Use permit fees.
- o The City will determine opening and closing times for events and the time period when music is allowed.
- o The City will issue a Special Events Permit upon receiving a complete and acceptable application from WDA.
- o The City will provide limited logistical support and oversight during the events planning phase, set-up, and operations.
- o The City will provide on-call maintenance support for City owned property and equipment for the duration of events.
- o The WDA will develop an annual events budget and a calendar of events specifically identifying, but not limited to, activities needed to plan for and execute the schedule events.
- o The WDA will provide a written re-cap of the events program within 60 days following the last scheduled event covered by this agreement.
- o The WDA's planning process will be open to all WDA members and include input from any interested community members.

FINANCIAL IMPACT:

Since this is essentially an extension of the existing agreement, there will be no direct financial impact to the City associated with this item.

**Agreement for Services
between
City of Woodburn
and
Woodburn Downtown Association**

This Agreement is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (hereinafter the “City”), and the Woodburn Downtown Association, an Oregon non-profit corporation (hereinafter the “WDA”).

WITNESSETH:

WHEREAS, the City acknowledges and supports the economic and cultural impacts downtown events have contributed to Woodburn and wishes to honor and preserve the multiple traditions that influence the community; and

WHEREAS, the WDA and the City originated downtown events many years ago as a means of stimulating economic activity and community pride in downtown Woodburn; and

WHEREAS, after a brief hiatus, the WDA decided in 2012 to again assume the role of lead organizer for downtown events for the benefit of Woodburn businesses and the general community; and

WHEREAS, the City recognizes the importance of the WDA ensuring that downtown events continue to grow and improve, and desires to provide its support through the terms and conditions of this agreement; and

WHEREAS, private/public cooperation between the City and the WDA is necessary to sustain downtown events;

NOW, THEREFORE, in consideration of the terms, conditions, compensation and performances contained herein, the parties hereto do mutually agree as follows:

Section 1. Term. This Agreement shall commence on April 1, 2014 and shall terminate on March 31, 2015.

Section 2. Termination. This Agreement may be terminated at any time by mutual, written consent of the parties or for convenience by either party upon written notice to the other party of 30 calendar days.

Section 3. City Responsibility. The City agrees to the following:

- A. To provide suitable locations for events organized by WDA.
- B. To waive any Special Event Park Use permit fees.

- C. To determine opening and closing times for events and the time period when music is allowed.
- D. To issue a Special Events Permit upon receiving a complete and acceptable application from WDA.
- E. To notify the Woodburn Police Department of events for which a Special Events Permit has been issued.
- F. To provide limited logistical support and oversight during the events planning phase, set-up, and operations.
- G. To provide picnic tables, trash cans and electrical service, based on availability.
- H. To provide on-call maintenance support for City owned property and equipment for the duration of the downtown events. Refuse collection services shall be at the expense of the WDA.
- I. To assist in the promotion of covered events, depending on the availability of resources.

Section 4. Responsibilities of WDA. The WDA agrees to the following:

- A. To sponsor and conduct low cost family-oriented events consistent with the values and expectations of the community.
- B. To abide by Woodburn's Park Regulations Ordinance and Special Event Policies unless waived by the City.
- C. To make arrangements for all event set-up and clean-up.
- D. To develop an annual events budget and a calendar of events specifically identifying, but not limited to, activities needed to plan for and execute the schedule of downtown events. The events budget and calendar of events shall be referred to as the WDA's "Downtown Events Program."
- E. To submit the Annual Downtown Events Program to the City Administrator and the Community Services Director by April 15, 2014. WDA may add or delete events after the Annual Downtown Events Program is submitted to the City, but will make every reasonable attempt to do so with at least 14 days advance notice.
- F. To provide a written re-cap of downtown events program within 60 days following the last scheduled event covered by this agreement. Once the

written re-cap is received by the City, the City Administrator will contact the WDA President to schedule a City Council presentation of the re-cap.

- G. The planning process will be open to all WDA members and include input from any interested community members.
- H. To utilize private security as necessary to ensure the safety of event participants, organizers, equipment, and City property. The City Administrator and/ or Chief of Police may require the WDA to provide a specific level of private security, as they may deem necessary based upon the nature of each individual event.

Section 5. Documents and Reports. The WDA shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. Specifically, the WDA:

- A. Agrees that the City shall have full access and the right to examine and copy, during normal business hours, all of the records of the WDA with respect to matters covered in this Agreement. Such rights shall last for ten (10) years from the date a disbursement is made hereunder.

Section 6. Auditing of Records. Upon thirty (30) days prior written notice, the City or its agent shall have the right to conduct an audit or review of the WDA's records reasonably related to this Agreement. If an audit or review of the records determines that funds have been inappropriately expended under this Agreement, or state law, the WDA shall take action to remedy the situation to the full amount identified in the audit as inappropriate. If the inappropriately expended funds exceed \$500, then WDA will pay the City for the cost of the audit or review.

Section 7. Insurance. The WDA shall provide and maintain at their own expense during the term of this contract, comprehensive general liability insurance with a single limit of \$1,000,000.00 per occurrence. Such insurance shall be primary to other insurance maintained by the City and shall name the City of Woodburn as additionally insured.

Section 8. Compliance with Federal, State and Local Laws. The WDA agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

Section 9. Authority to Execute Agreement. The WDA represents to the City that this Agreement has been duly authorized by all necessary action on the part of the WDA and no other corporate or other action on the part of the WDA is necessary to authorize the execution and delivery of this Agreement. That this Agreement has been duly authorized by the Woodburn City Council and the City represents to the WDA that the City Administrator has the power and authority to bind the City to this Agreement.

Section 10. Legal Relations. Neither the WDA, nor any employee, officer, official or volunteer of the WDA shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the WDA or the City by reason of entering into this Agreement except as expressly provided herein.

Section 11. Indemnification. The WDA agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination

Section 12. Nondiscrimination. The WDA shall comply with all applicable federal, state, and local laws, rules and regulations on nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, or disability.

Section 13. Governing Law. This Agreement shall be governed by and construed in accordance with the law of the State of Oregon.

Section 14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 15. Assignment. Neither party shall assign the Agreement without written consent of the other.

Section 16. Attorney Fees. In any action brought by either party under this Agreement, the losing party shall pay to the prevailing party a reasonable sum for attorney fees in such action, or arbitration or appeal

Section 17. Entire Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all prior agreements, written and oral, between the parties. No modification of this Agreement shall be binding unless in writing and signed by both parties.

Section 18. Notification. All correspondence and notices related to this Agreement shall be directed as follows:

If directed to the City:
City of Woodburn
270 Montgomery Street
Woodburn, Oregon 97071
Attn: Jim Row, Community Services Director

If directed to the WDA:
Woodburn Downtown Association
650 N. First Street / PO Box 96
Woodburn, OR 97071
Attn: Anthony Veliz, President

IN WITNESS WHEREOF, the WDA and City have, by approval of their respective governing bodies, caused this Agreement to be executed.

WOODBURN DOWNTOWN ASSOCIATION

Anthony Veliz, President

Date

CITY OF WOODBURN

Scott C. Derickson, City Administrator

Date