

# PROCLAMATION

## COLLEGE APPLICATION WEEK

**WHEREAS**, the Oregon State Legislature approved the ambitious "40-40-20" goal in 2011, enshrining the importance of increasing the postsecondary aspirations and credentials of all Oregonians; and

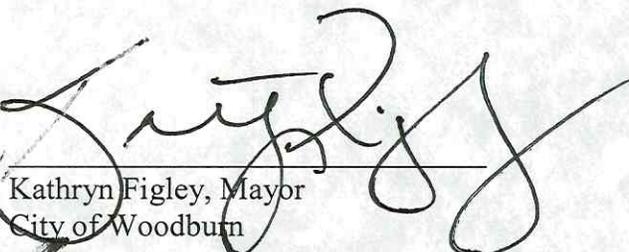
**WHEREAS**, according to the United States Department of Education, the annual median income of someone with a bachelor's degree or higher outpaces the earnings of someone with only a high school diploma or its equivalent; and

**WHEREAS**, according to the United States Department of Labor's Bureau of Labor Statistics, the unemployment rates for individuals holding an associate's degree or higher are significantly lower than for those workers with no postsecondary credentials; and

**WHEREAS**, Woodburn High School has committed to hosting College Application Week events on their campus during the week of November 9-13, 2015, ensuring all seniors complete a college application with the assistance of trained school staff and volunteers;

**NOW THEREFORE, I, MAYOR KATHY FIGLEY**, do hereby proclaim November 9-13, 2015, as College Application Week in Woodburn, and encourage all denizens of our City to join in this observance.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Woodburn to be affixed this 4<sup>th</sup> day of November 2015.

  
Kathryn Figley, Mayor  
City of Woodburn





# Agenda Item

November 9, 2015

TO: Honorable Mayor and City Council through City Administrator  
FROM: Jim Hendryx, Director of Economic & Development Services  
SUBJECT: **Presentation - MERIT**

**RECOMMENDATION:**

MERIT is a microenterprise development organization offering services in Woodburn, Salem, Dallas and unincorporated Marion County. No action is necessary.

**BACKGROUND:**

One of Council's key goals is economic development and the establishment of an Economic Development Department. MERIT provides classes and one-on-one business training to people interested in starting new businesses and/or improving their existing businesses. Partnering with Chemeketa Community College, prospective and established business owners can set out on the path to business success.

**DISCUSSION:**

MERIT has been in the community providing business services for the past two years.

**FINANCIAL IMPACT:**

None - informational only

## WHAT ARE PEOPLE SAYING ABOUT MERIT?



"MERIT expanded our views on the potential of our business." *Keith and John, The Bread Board*

"Going to the MERIT class helped me get some of my business ideas and spurred me on to move forward on things that I was putting off." *Cindy, Organizing Your Space*

"I wish I went to MERIT before I went into business. I was astounded at how many resources are available. MERIT has amazing instructors and set me up for success." *Desiree, Happy Spirit Healing Arts*

"The MERIT class was my first time telling my dream to someone other than my closest friends. And I started to think, maybe this is really going to happen." *Diane, Ladies of Liberty Mercantile*

"The people at MERIT are really clear about what you're getting into. They don't squelch dreams or passion, but they make it clear it's hard work." *Melissa, Modern Exposure*



MICROENTERPRISE RESOURCES, INITIATIVES & TRAINING

AN AFFIRMATIVE ACTION,  
EQUAL OPPORTUNITY PROGRAM



Center for  
Business & Industry  
Chemeketa Community College



HELPING PEOPLE  
EXPLORE, LAUNCH & GROW  
SUCCESSFUL SMALL BUSINESSES  
THROUGH TRAINING & SUPPORT

Address:  
626 High St NE, Suite 210  
Salem, OR 97301

Telephone:  
503-399-5088

Website:  
[www.merit-microenterprise.org](http://www.merit-microenterprise.org)



MERIT is a microenterprise development organization that operates on three main tenants: Explore, Launch & Grow.

A microenterprise is a small business that has five or fewer employees and requires less than \$35,000 in start-up costs.

MERIT serves aspiring entrepreneurs of the Mid-Willamette Valley through a combination of classes, advising and additional resources.



## GET CONNECTED.....

### • VISIT OUR WEBSITE

Sign up for our newsletter; follow us on twitter; learn about upcoming classes at: [www.merit-microenterprise.org](http://www.merit-microenterprise.org)

### • ATTEND A START YOUR BUSINESS WORKSHOP

Once a month MERIT offers a one hour workshop for individuals exploring the idea of self-employment. These workshops are offered at Oregon WorkSource Centers in Salem, Dallas, McMinnville and Woodburn as well as the Grand Ronde Educational Center.

### • REGISTER FOR A MERIT INFORMATION SESSION

In order to take advantage of the MERIT classes or services you must attend a free information session. These sessions are offered throughout the year; dates and times can be found on our website. Pre-registration is highly recommended.



## EXPLORE \*

In **Explore and Define Your Business** you will be in an environment with like-minded individuals who are thinking about entrepreneurship and their business idea.

**Explore and Define Your Business** is a 12-hour course through which you will:

- Explore your personal readiness for entrepreneurship
- Define & refine your business idea
- Identify support & networking systems
- Examine personal ability to manage money and maintain accurate business records
- Learn where to find the information needed to prepare a business plan

## LAUNCH \*

In **Launch Your Business** you will be in an environment with motivated and energized entrepreneurs ready to take the challenging steps of starting their business.

**Launch Your Business** is a 21-hour course through which you will perform weekly research and present your findings to your peers on topics which include:

- Legal structure
- Finance/Accounting
- Marketing
- Operations

## GROW

In addition to the courses, MERIT offers ongoing support in the form of:

- One on one business advising
- Access to resources including:
  - Micro loans
  - Legal Services
  - Market Research
  - Networking Opportunities
  - SBDC Resource Center
- Additional workshops such as:
  - Website Creation
  - Tax Preparation
  - QuickBooks

But that's not all, as you keep us informed about your venture, MERIT will celebrate your progress and business successes with you through ongoing promotion. Your continued participation in MERIT supports the growth of your business and contributes to the economic vitality of your local community.



## .....STAY CONNECTED

As your business grows and your needs change, you will always find support at the Chemeketa Small Business Development Center (SBDC). The SBDC provides the Small Business Management Program, a nine-month program for established business owners; Opportunity Knocks a peer support group; and the EDGE Business Incubator.



**ORGANIZATIONAL PLAN, 2015-2018**

**WOODBURN MUSEUM**

**CITY OF WOODBURN**

**October 8, 2015**

## **INTRODUCTION**

On August 29, 2015, volunteers, staff, and other stakeholders of the Woodburn Museum took part in an organizational planning session. Alice Parman served as facilitator; based on verbatim meeting notes, she prepared a rough draft organizational plan. This document was reviewed at a follow-up meeting on October 7, 2015, resulting in this revised draft organizational plan. Please review the draft and email your comments to Kristin Wierenga, Recreation Services Manager (kristin.wierenga@ci.woodburn.or.us) by Oct. 28.

### ***The agenda***

- Participants briefly described what is unique and special to each of them about the Woodburn Museum.
- The group then brainstormed lists of organizational strengths and weaknesses and environmental opportunities and threats.
- We discussed current and potential audiences, and brainstormed ideas for an organizational mission statement.
- Through individual work followed by discussion, we identified critical issues facing the Woodburn Museum. We categorized them as facility, staffing/funding, exhibits, programs/theater, engagement, and governance.
- In self-selected subgroups, we drafted strategic goals and objectives for the critical issues.
- We discussed the draft goals and objectives as a committee of the whole.

### ***The outcome***

Together, we identified 12 organizational goals for 2015-2018:

#### ***• Facility***

- Goal 1 Upgrade the building to host 50 occupants.
- Goal 2 Complete important maintenance items for the building.
- Goal 3 Upgrade all items for maximum usage.

#### ***• Staffing***

- Goal 4 Recruit more volunteers.
- Goal 5 Use contract labor.
- Goal 6 Hire part-time staff on payroll.

#### ***• Funding***

- Goal 7 Pursue diverse funding sources.

#### ***• Exhibits/Programs, Theater***

- Goal 8 Improve the physical exhibits.
- Goal 9 Start programming.

#### ***• Engagement***

- Goal 10 Get the word out to get more people in the door.

#### ***• Governance***

- Goal 11 Form a museum committee.
- Goal 12 Transition the museum committee to a museum board.

### ***The Organizational Plan***

This is a working document, to be reviewed and updated on a regular basis. Objectives, timelines, and responsibilities will require frequent adjustments; goals should be reviewed at least once a year, and more often as needed. The Woodburn Museum will be due for an entirely new organizational plan in 2018.

### ***Draft Mission and Vision***

Community members and staff brainstormed elements of a mission statement at the August 29 meeting. At a second meeting on October 7, 2015, community members and staff continued this discussion and drafted mission and vision statements for the Woodburn Museum.

- Draft mission

Keep Woodburn on track by preserving the record of where we've been, understanding our crossroads, and leading the way into a vibrant future.

- Draft vision

To be a main attraction in downtown Woodburn.

**GOALS, OBJECTIVES, AND ACTION PLANS**

**Facility**

<b>Goals</b>	<b>Objectives</b>	<b>Who</b>	<b>Timeline</b>
<p><b>GOAL 1</b>  <b>Upgrade the building to host 50 occupants.</b></p>	<p>1.1. Add ADA-complaint restrooms                      1.2 Upgrade doors and exits to comply with code                      1.3 Electrical upgrade                      1.4 HVAC upgrade                      1.5 Pest removal program                      1.6 Add fire alarm system</p>	<p>Kristin Wieringa, Recreation Services Manager                      Paul Iverson, Fire Chief                      Steve Kreig, Building Official                      Architect TBD                      Engineer TBD</p>	<p>Short-term</p>
<p><b>GOAL 2</b>  <b>Complete important maintenance items for the building.</b></p>	<p>2.1 Repair roof                      2.2 Repair water intrusions issues with façade</p>		<p>Mid-range</p>
<p><b>GOAL 3</b>  <b>Upgrade all items for maximum usage.</b></p>	<p>3.1 Seismic upgrades                      3.2 Sprinkler system</p>		<p>Long-term</p>

**Staffing**

<b>Goals</b>	<b>Objectives</b>	<b>Who</b>	<b>Timeline</b>
<b>GOAL 4</b> <b>Recruit more volunteers as weekend docents</b>	4.1. Recruit at senior centers, with help from marketing	RSVP/Beth Faulhaber	Short-term
	4.2 Contact service clubs	Kristin Wieringa, Recreation Services Manager Donna Gramse	
	4.3 Partner with the youth advisory board	TBD	
	4.4 Recruit Hispanic and Russian volunteers	TBD	
	4.5 Contact colleges re internships	Kristin Wieringa, Recreation Services Manager	
<b>GOAL 5</b> <b>Use contract labor</b>	5.1 Contract with part-time consultants	Kristin Wieringa, Recreation Services Manager	
<b>GOAL 6</b> <b>Hire part-time staff on payroll</b>	6.1 Hire part-time professional staff under .5 FTE	City of Woodburn	Long-term

**Funding**

Goals	Objectives	Who	Timeline
<p><b>GOAL 7</b>  <b>Pursue diverse funding sources.</b></p>	<p>7.1 Seek grant to hire consultant to help with fundraising and business plan</p> <p>7.2. Fundraise for the museum (Sell memberships, seek memorial bequests, seek grant funding, obtain business and community sponsorships, etc.)</p>	<p>Kristin Wieringa, Recreation Services Manager            Museum Committee</p> <p>Museum Committee            Fundraising Committee TBD            Kristin Wieringa, Recreation Services Manager</p>	<p>Short-term</p> <p>Mid-range</p>

**Exhibits/Programs, Theater**

<b>Goals</b>	<b>Objectives</b>	<b>Who</b>	<b>Timeline</b>
<b>GOAL 8</b> <b>Improve the physical exhibits.</b>	8.1 Exhibit Makeovers workshops and coaching; including interpretation of the heritage of Woodburn’s Russian and Latino communities	Alice Parman, Liz White	Short-term
	8.2 Collections consultation	Robert Krueger	Short-term
<b>GOAL 9</b> <b>Start programming</b>	8.3 Trilingualize the museum, involving high schoolers	TBD	Mid-range
	9.1 Mobilize the museum with traveling show presentations to after-school programs, etc.	Volunteers TBD	Mid-range
	9.2 Initiate story theater in the community	David LaDuca Dagmar Kinne	Mid-range

## Engagement

Goals	Objectives	Who	Timeline
<b>GOAL 10</b> <b>Get the word out to get more people in the door.</b>	10.1 Reach 20% of Hispanic/Latino residents with materials and guides in Spanish; materials that appeal to Hispanic/Latino community; radio spots, flyers, communication with schools	Ricardo Rodriguez: radio spots	Mid-range (wait until exhibits are improved)
	10.2 Reach 20% of seniors with News and View, coffee hours, other events	Pat Hyatt	Short-term
	10.3 Reach 20% of students with flyers at schools, materials for teachers, projects like a treasure hunt, community service hours, inviting schools for field trips, open houses, library exhibits, reaching 4th grade teachers	David Piper: projects involving students, schools, community service Donna Gramse Kristin Wieringa	TBD  Short-term Short-term
	10.4 Reach 20% of other residents through Facebook page/social media, expanded web presence, E-Blast/Out & About, after hours event, Woodburn Independent, signage at other city facilities, mobile exhibits	David Piper: Facebook page City E-Blast Repurpose Donna Gramse's column Link to Woodburn Downtown Assn's website, Facebook page: Anthony Veliz, WDA president?	TBD  TBD
	10.5 Reach 20% of "unique" visitors through WCS Visitors' Center, Facebook/social media, web presence, free admission coupons, downtown passport/walking map	Link to Woodburn Downtown Assn's website, Facebook page: Anthony Veliz, WDA president?	TBD

**Governance**

Goals	Objectives	Who	Timeline
<p><b>GOAL 11</b>  <b>Form an informal museum committee</b></p>	<p>11.1 Recruit 5 to 7 people to meet monthly and work with Kristin Wieringa to advance the cause of the Woodburn Museum.</p>	<p>Volunteers TBD</p>	<p>Short-term</p>
<p><b>GOAL 12</b>  <b>Re-institute the formal museum advisory committee through a transition with the informal museum committee</b></p>	<p>12.1 Re-institute the museum advisory committee with diverse, inclusive representation            12.2 Adopt mission/vision statements            12.3 Explore existing historical studies, documents, plans, structure of prior committee in preparation to propose re-instituting museum advisory committee            12.4 Identify key partners, supporters, and resources            12.5 Enlist support and lobby city staff and council as necessary            12.6 Consider forming companion Friends group (501c3 nonprofit), or affiliating with Woodburn Proud            12.7 Support new advisory committee in revitalizing existing documents, studies, etc. Provide ongoing support to staff and board.            12.8 Engage in a visioning process            12.9 Schedule a goal-setting retreat</p>	<p>Volunteers TBD</p>	<p>Mid-range</p>

**COUNCIL MEETING MINUTES  
OCTOBER 26, 2015**

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 26, 2015**

**CONVENED** The meeting convened at 6:30 p.m. with Mayor Figley presiding.

**ROLL CALL**

Mayor Figley	Present
Councilor Carney	Present
Councilor Lonergan	Present
Councilor Schaub	Absent
Councilor Morris	Present
Councilor Ellsworth	Absent
Councilor Alonso Leon	Present

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Police Chief Russell, Captain Alexander, Public Works Director Scott, Economic and Development Director Hendryx, Human Resources Director Hereford, Finance Director Head, Assistant City Attorney Stuart, Recreation Services Manager Wierenga, Communications Coordinator Horton, City Recorder Pierson

0:00 **EXECUTIVE SESSION**

Mayor Figley entertained a motion to adjourn into executive session under the authority of ORS 192.660(2)(e). **Lonergan/Morris...** move into executive session. The Council adjourned to executive session at 6:32 p.m. and reconvened at 7:00 p.m. Mayor Figley stated that no action was taken by the Council while in executive session.

**APPOINTMENTS**

**Lonergan/Alonso Leon...** appoint James Floyd to the Planning Commission. The motion passed unanimously.

**PROCLAMATION**

Domestic Violence Awareness Month-Walt Beglau, Marion County District Attorney spoke about Domestic Violence Awareness and introduced Jane Downing of the Center for Hope and Safety and Kim Larson from the District Attorney's Office. Jane Downing provided information on the Center for Hope and Safety.

0:14 **CONSENT AGENDA**

**A.** Woodburn City Council minutes of September 28, 2015,  
**B.** Off-Premises Liquor Sales License and New Outlet for Guacamole's Market,  
**C.** Building Activity for September 2015,  
**D.** Crime Statistics through September 2015.  
**Lonergan/Alonso Leon...** adopt the Consent Agenda. The motion passed unanimously.

## **COUNCIL MEETING MINUTES OCTOBER 26, 2015**

0:15 **PUBLIC HEARING**

A Public Hearing to consider declaration of surplus property. Mayor Figley declared the hearing open at 7:16 p.m. for the purpose of hearing public input on the declaration of surplus property. Public Works Director Scott provided a staff report. No members of the public wished to speak in either support or opposition of the declaration of surplus property. Mayor Figley declared the hearing closed at 7:21 p.m.

**COUNCIL BILL NO. 2990 - A RESOLUTION DECLARING CERTAIN CITY OWNED PROPERTY AS SURPLUS PROPERTY AND AUTHORIZING THE CITY ADMINISTRATOR TO SOLICIT THE SALE OF SAID PROPERTY**

**Lonergan** introduced Council Bill No. 2990. City Recorder Pierson read the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2990 duly passed.

0:21 **CENTENNIAL PARK PLAYGROUND GRANT AGREEMENT**

**Morris/Lonergan...** Authorize the City Administrator to enter into the attached Local Government Grant Agreement with the Oregon Parks and Recreation Department. The \$52,544 grant was awarded for the Centennial Park Playground Project. The motion passed unanimously.

0:22 **REVIEW AND DISCUSS FHDC'S PROPOSAL TO PURCHASE AND DEVELOP CITY OWNED PROPERTY LOCATED AT 1750 PARK AVE**

Assistant City Administrator Row provided a staff report. Mark Wilk, Vice President of FHDC, provided information on the proposal. Councilors asked questions and provided comments on FHDC's proposal. Mr. Wilk stated that he would like to get a consensus of the Council on whether they are interested in moving forward. Councilor Carney suggested that FHDC include the Council in the process and that he feels this is worthy of pursuing and he supports it. Mayor Figley stated that she supports this as well. Councilor Alonso Leon stated that our community deserves this and she also supports it and that we should move forward. Councilor Lonergan concurred with other Councilors but is uncomfortable with the open ended option and would like to see a finite figure of \$350,000. Councilor Morris stated that he supports the project proposal and working out the details and moving forward. City Administrator Derickson asked Mr. Wilk if the Councilor's comments have satisfied him and given him what he was looking for. Mr. Wilk answered that it has but he would have liked to have heard from the Councilors that are not present at the meeting.

1:28 **INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SILVERTON**

**Lonergan/Alonso Leon...** authorize the City Administrator to sign an Intergovernmental Agreement (IGA) with the City of Silverton for Structural/Mechanical Inspections and Plan Reviews. The motion passed unanimously.

1:29 **CITY ADMINISTRATOR PRO TEM**

**Carney/Alonso Leon...** appoint Assistant City Administrator Jim Row as Administrator Pro Tem for the period November 10 through November 30, 2015. The motion passed

**COUNCIL MEETING MINUTES  
OCTOBER 26, 2015**

unanimously.

1:30 **DIRECTOR APPROVAL OF A RESIDENTIAL ARCHITECTURAL STANDARDS  
SUBSTITUTION; FILE NUMBER RSS 2015-02, LOCATED AT 577 WILLOW**

Council declined to call this item up for review.

**CITY ADMINISTRATOR'S REPORT**

City Administrator Derickson stated that the City will received its fourth distinguished budget presentation award. He also announced that on November 2 at 4:00 pm Council is invited to a Meet and Greet with the Chief of Police finalists and that the public is invited to a Meet and Greet that will take place at 6:00 pm. Both of which will take place at the Police Department Community Room. He added that the interviews will take place on November 2 and 3 and that there will be five different panels made of community members and staff that the candidates will rotate through.

1:35 **MAYOR AND COUNCIL REPORTS**

Councilor Morris reminded people that Daylight Savings time is this Sunday and thanked other Council members for the great discussion.

Mayor Figley thanked Kristin and the YAB board for their work on the Mayor's Ball and added that it was a great time.

Councilor Alonso Leon was happy to see our public hearing procedures in Spanish and Russian.

1:56 **ADJOURNMENT**

**Morris/Lonergan...** meeting be adjourned. The motion passed unanimously.

The meeting adjourned at 8:53 p.m.

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

ATTEST \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon

**EXECUTIVE SESSION  
COUNCIL MEETING MINUTES  
OCTOBER 26, 2015**

**DATE**           **CONFERENCE ROOM, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 26, 2015**

**CONVENED** The Council met in executive session at 6:32 p.m. with Mayor Figley presiding.

**ROLL CALL**

Mayor Figley	Present
Councilor Carney	Present
Councilor Lonergan	Present
Councilor Schaub	Absent
Councilor Morris	Present
Councilor Ellsworth	Absent
Councilor Alonso Leon	Present

Mayor Figley reminded those in attendance that information discussed in executive session is not to be discussed with the public.

**Media Present:** Tyler Francke, Woodburn Independent

**Staff Present:** City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, Assistant City Attorney Stuart, Public Works Director Scott, Communications Coordinator Horton, City Recorder Pierson

The executive session was called:

To conduct deliberations with persons designated by the governing body to negotiate real property transactions pursuant to ORS 192.660(2)(e).

**ADJOURNMENT**

The executive session adjourned at 6:59 p.m.

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

ATTEST \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon

**City of Woodburn**  
**Recreation and Park Board Minutes**  
 October 13, 2015 • 5:30 p.m.



1. **CALL TO ORDER** - at 5:30pm
  
2. **ROLL CALL**

Position I	Ricardo Rodrigues, Member (12/18)	Absent
Position II	Vacant, Student Member (12/15)	Vacant
Position III	Joseph Nicoletti, Board Secretary (12/17)	Present
Position IV	Rosetta Wangerin, Board Chair (12/17)	Present
Position V	Chris Lassen, Member (12/17)	Present
Position VI	Ardis Knauf, Member (12/16)	Present
Position VII	David Piper, Member (12/16)	Present
Staff	Kristin Wierenga, Parks & Rec Manager	Present
Staff	Josh Udermann, Aquatics Manager	Present
  
3. **APPROVAL OF MINUTES**  
 Minutes from September 8, 2015 Recreation & Park Board unanimously approved. (Piper, Lassen)
  
4. **BUSINESS FROM THE AUDIENCE**  
 None
  
5. **NEW BUSINESS**
  - a. **Park Signs**
    - A. Discussion regarding Council goals for unifying park signs in font, shape, materials, etc. Council would like the signs at Centennial, Settlemier, and City Hall to come out and be replaced by a Black Walnut sign similar to the new Legion Park sign.
    - B. Park Board consensus that the Black Walnut style of sign would be preferred. Discussion around proper coating/sealer for the signs and covered protection for the sign (like the one at Legion Park) to preserve the Black Walnut from deteriorating and to help with graffiti cleanup.
    - C. Also discussed refinishing remaining park signs this winter, and replacing the white park signs at Senior Estates Park with the current simple park sign style.
    - D. Piper mentioned the current park signs look very outdated and it would be nice to update them to a more modern design. Members agreed. Discussion regarding replacing park signs with a smaller version of the Black Walnut sign. Nicoletti

mentioned it'd be nice to diversify our signs from other park signs and utilizing the Black Walnut sign would do just that.

6. **OLD BUSINESS**

a. Park Project List

- A. Status of the SDC Methodology Project is that Jim Row has hired a consultant. The next step is for the Park Board to complete one final review of the project list. Once completed it will go before Council for approval, probably in November, and then the consultant will start working on the methodology.
- B. Wierenga will email the Park Project List out to Park Board so that the Board may have some more time to review and express questions or concerns. Wierenga presented the Park Project List with the following comments/questions by the Park Board.
  - Splash Pad-Park Board supportive of the installation of a splash pad at Centennial Park between the shelter and restroom building, where plumbing and electrical is already in place for the splash pad. Discussed the parking lot flooding several years ago and if there is a way to address drainage issues at the same time the splash pad is installed.
  - Wyffels Park-Board asked for clarification on what “restoration” of the park meant. If that was returning it to a natural state, or re-installing things like playground equipment. Wierenga will clarify what “restoration” means in follow-up email to the Park Board.
  - Sport Court at N. Front Street Park-Board felt a Sport Court would be better suited for the N. Front Street Park, rather than Settlemier Park where something would have to be torn up in order to accommodate the Sport Court. Wierenga noted that while Settlemier improvements were in a later part of the project listing, that is circumstances dictated it could be moved ahead in priority.
  - Development of one park in the SW area of Woodburn, east of I-5 –Park Board discussed current pool of SDC funds, how long it would take for those funds to increase to \$1,000,000 again. Brief discussion on current state of the UGB and as it pertains to acquiring additional park property.
  - Irrigation & shelter at Dog Park- Questions as to the increased workload with additional mowing’s once fields are irrigated. Wierenga reported that the Dog Park was already on a mowing schedule, but that with irrigation it may increase the frequency of its mowing schedule. Suggested that those residents/park users who advocated for the Dog Park in the past would want to be included in the discussion and perhaps assist with raising funds for Dog Park improvement projects. Discussion on ownership of the property. It is thought the space is on “loan” from the Water

Department. Wierenga will check into the ownership of the property.

- Development of one park in the SE area of Woodburn- Clarification on what the \$1,000,000 budgeted covers; which is land purchase and some park development.
  - Addition of a destination or boundless playground-Likely location would be Legion Park. Wierenga shared that a recent grant awarded to the Marion County Health Department includes some exercise equipment for Legion Park.
  - Fencing for baseball fields at Centennial Park-Clarification that the fencing would be around each field in the outfield.
- C. Wierenga will get clarification on the questions present by the Park Board and will email those answers out to the Board, along with the Park Project List for final review.

## 7. DIVISION REPORTS FROM DEPARTMENT

### a. AQUATICS

#### Financial Update - September

- Expenses –\$4375 or 11% lower than 2014
- Revenues – \$455 or 2% lower than 2014
- Attendance – 2700 - 270 less than last year

#### Program Update

- Swim Lessons – 32 signed up for lessons, same as last year
- Parents night out – 15 signed up, lots of positive feedback
- 639 in group fitness classes for September, 2<sup>nd</sup> highest month on record
- 4<sup>th</sup> Grade Lessons

#### Marketing/Other

- 1 week free – sorry to see you go postcards, 7 returned, 1 person signed up for 3 month membership
- Very difficult to fill morning swim instructor needs, lots of advertising and outreach, but very little response
- Lifeguard class – starts tonight, 8 signed up, 4 showed up
- Discussion on cardio equipment & group fitness rooms

### b. RECREATION & PARKS

#### Youth Sports

- Pee wee basketball registration closed and numbers are up from last year.
- Pee wee soccer ends this week. Youth soccer and volleyball still going on.
- Cheer camp was very successful and will do another one in February.

### **Adult Programs**

- Casino trip cancelled due to low numbers.
- Food cart tour trip was a unique and fun experience.
- Slappy Cake trip is coming up on October 21.

### **Events**

- Blazer Relay was very successful with hundreds in attendance.
- Zombie Run coming up on October 17.
- Mayor's Charity Ball coming up on October 24.
- Halloween event coming up on the last weekend of the month.

### **Youth Advisory Board**

- They are doing lots of outreach at a variety of events. They have partnered with the Wooden Shoe to provide Zombies during their fall festival.
- Received two applications for Park Board student position from YAB students.

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### **Adult Sports**

- Men's Basketball Fall League is under way with 10 teams, a little less than last fall but still a good showing.

### **Museum**

- Applied for the Heritage grant mentioned from last month. Should receive notification in early December.
- Organizational Plan is close to being finalized and will be presented to council.
- Starting a museum committee that will meet monthly and likely transition into the Museum Board.

## c. **PARKS & FACILITIES**

### **CIP Project List**

- See above

### **Centennial Park**

- Grant funds approved for playground project.

### **Park Signs**

- See above

### **Fiesta**

- Dates selected of August 5-7, 2016.
- Carnival is secured, sponsorship packet will be going out this month.

## d. **MAINTENANCE REPORT**

- Shootout pieces for Nelson Park are fixed.

- Bike racks are ordered for the Plaza.

- A. Requested that Wierenga email the CIP report out to the Board.  
Joseph requested a pdf version, and Ardis requested a paper copy.

8. **FUTURE BOARD BUSINESS**

None

9. **BOARD COMMENTS**

- A. **Piper**-None
- B. **Knauf**- None
- C. **Lassen**-Pleased with the good reports and all the good things going on, with a lot to look forward to with the museum.
- D. **Nicoletti**-Ditto
- E. **Wangerin**-Lots of good things happening in the community. There is a need for Park Board applications, particularly from adults with young families, since they are often using the Recreation & Parks services. Please be thinking of individuals who could serve on the Board.

10. **ADJOURNMENT** - 6:52pm

November 9, 2015

TO: Honorable Mayor and City Council

FROM: Jim Row, Assistant City Administrator

SUBJECT: **Proposal from FHDC to Purchase and Develop City Owned Property Located at 1750 Park Ave**

**RECOMMENDATION:**

Adopt the attached resolution authorizing the City Administrator to sign an Option and Purchase Agreement with Farmworker Housing Development Corporation (FHDC) for the sale of City owned property at 1750 Park Ave.

**BACKGROUND:**

On October 26, 2015, the City Council determined 1750 Park Ave is surplus property and should be sold. At the same meeting, the City Council discussed an offer from FHDC to purchase the subject property and discussed the information presented by staff and FHDC regarding the project's potential impacts to traffic congestion at the Hwy 214/ Park Ave intersection, City property tax receipts, and crime. The Council expressed general support for FHDC's proposal and directed staff to continue negotiations with FHDC with the intention of placing an option agreement on the current City Council meeting agenda.

**ORIGINAL TERMS OF OFFER:**

FHDC's original offer, as presented to the City Council on October 26, 2015, proposed a purchase price of \$400,000 with a possible reduction of up to \$75,000 to defray the costs associated with conducting the following site preparation activities:

- Conducting the Phase II Environmental Site Analysis;
- Remediating any discovered environmental contamination, which may include removal of soils and other contaminated materials;
- Abandoning and removing the water supply well; and
- Removing existing structures.

---

Agenda Item Review: City Administrator  City Attorney  Finance

Under FHDC's original proposal, they would pay all costs for site preparation, but would seek a purchase price reduction if the costs rose above \$50,000. FHDC proposed the reduction to proceed as follows:

1. FHDC would pay all site preparation costs up to \$50,000. If costs did not exceed \$50,000 then no reduction of the purchase price would occur;
2. If costs exceeded \$50,000 then the purchase price would be reduced up to the next \$50,000;
3. If costs exceeded \$100,000 no reduction would occur up to the next \$25,000. FHDC proposed to not require reduction on this \$25,000;
4. If costs exceeded \$125,000 then the purchase price would be reduced up to the next \$25,000.

Through this original proposal, the City's net proceeds from the sale would not be fully known until all site preparation costs were incurred, but would be expected to range from \$325,000-\$400,000.

**REVISED OFFER:**

Following the discussion that occurred at the October 26, 2015 City Council meeting, staff and FHDC representatives negotiated simplified purchase terms that are intended to better define the City's proceeds from the sale of this parcel. Under this revised offer, FHDC is offering a purchase price of \$350,000 provided the City, at its own expense, abandon the well and remove the associated equipment. This work is estimated to cost \$17,000. FHDC agrees to accept financial responsibility for the Phase II Environmental Site Analysis, environmental remediation, and removal of existing structures.

FHDC is requesting that the City grant them an option to purchase the property. The Option Agreement will provide them with the ability to conduct the Phase II environmental analysis and begin the process of applying for project financing. Under the option, FHDC would have until August 31, 2016 to sign the Purchase and Sale Agreement.

Pursuant to the terms of the Option Agreement, should FHDC elect not to exercise its option to purchase the subject property, the City will agree to reimburse FHDC for the cost of performing the Phase II ESA. If that occurs, the City will accept ownership of the report, which it may utilize to initiate its own environmental remediation efforts.

**TIMELINE OF ACTIVITIES:**

FHDC provided the City with the following anticipated timeline of activities related to the proposed purchase. They are revised from the timeline included in the October 9, 2015 staff report.

<b>Date</b>	<b>Activity</b>
November 9, 2015	Council approves option agreement
November 13, 2015	Option Agreement signed
November 16, 2015 – December 24, 2015	Begin Environmental Phase II testing and other due diligence
April 2016	Submit application to state for financing
August 31, 2016	Notice of award from state/ Execute Purchase Agreement
September 2016 – February 2017	NEPA process
March 1, 2017	Release Financing Contingency
March 2017 – May 2017	City to abandon well/ remove equipment
March 2017 – May 2017	Remediate identified environmental hazards
May 2017	Release site prep contingency
August 2017	Close on purchase of property

**FINANCIAL IMPACT:**

The net proceeds from the sale of the subject property pursuant to the terms offered by FHDC will be \$350,000. The City will incur approximately \$17,000 in expenses to abandon the well and remove the equipment.

**COUNCIL BILL NO. 2991**

**RESOLUTION NO. 2069**

**A RESOLUTION TO SELL CITY OWNED SURPLUS PROPERTY LOCATED AT 1750 PARK AVE TO FARMWORKER HOUSING DEVELOPMENT CORPORATION (FHDC) AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN AN OPTION TO ACQUIRE REAL PROPERTY WITH FHDC.**

**WHEREAS**, on October 26, 2015 the City Council declared 1750 Park Ave as surplus property by Resolution 2068; and

**WHEREAS**, on October 26, 2015 the City Council received an offer from FHDC to purchase the subject property; and

**WHEREAS**, the City Council has reviewed the information presented by staff and FHDC regarding the FHDC offer and the project's potential impacts to traffic congestion at the Hwy 214/ Park Ave intersection, City property tax receipts, and crime; and

**WHEREAS**, the City Council directed staff to continue negotiations with FHDC with the intention of coming to terms for a purchase agreement for the property; and

**WHEREAS**, due to the unknown environmental condition of the property, FHDC has proposed obtaining an option that would allow time for an environmental review prior to purchase; and

**WHEREAS**, the City Council has determined accepting FDHC's offer to be in the best interest of City; **NOW, THEREFORE,**

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

**Section 1.** That the City of Woodburn enter into an Option to Acquire Real Property, a copy of which is affixed hereto as Attachment "A" and by this reference incorporated herein, with FHDC for the sale of City owned surplus real property located at 1750 Park Ave.

**Section 2.** That the City Administrator is authorized to sign said agreement 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

### Option to Acquire Real Property

This Option to Acquire Real Property ("**Option Agreement**") is made and entered into effective the \_\_\_\_ day of \_\_\_\_\_ 2015 ("**Effective Date**") by and between the City of Woodburn, Oregon, an Oregon municipal corporation (the "**City**") and the Farmworker Housing Development Corporation an Oregon nonprofit corporation, or assigns ("**FHDC**").

Whereas, the City of certain real property located in Woodburn Oregon and legally described in **Exhibit A** hereto, (the "**Property**"); and

Whereas, FHDC is a nonprofit corporation whose purposes include the ownership, development and operation of housing to serve low income individuals and households; and

Whereas, FHDC desires to develop the Property into approximately 44 units of housing to serve low income individuals and households; and

Whereas, FHDC intends to use a variety of funding sources to develop the Property, including the utilization of Low Income Housing Tax Credits and other public funds; and

Whereas, to facilitate its application for such financing, it is necessary for FHDC to have this Option Agreement and access to the Property during the Option Term (defined below);

NOW, THEREFORE, in consideration of the payment to the City of the sum of Ten Dollars (\$10), receipt of which is hereby acknowledged, and such other valuable consideration as the City shall obtain from the proposed development of the Property as low income housing, the City and FHDC agree as follows:

1. The City hereby grants FHDC or its assigns (as set forth in paragraph 6 below), the exclusive option to acquire the Property upon the terms and conditions set forth in the Purchase and Sale Agreement attached as **Exhibit B** hereto (the "**Purchase Agreement**").

2. FHDC may exercise its option hereunder by executing and delivering to the City on or before 5:00 pm, August 31, 2016, the Purchase Agreement. The period of time between the Effective Date and FHDC's exercise of the Option is referred to herein as the "**Option Term**".

3. During the Option Term, and subject to the requirements of Section 4, below, FHDC may enter and conduct the following activities upon the Property:

a. Inspections and investigations including but are not limited to a Phase II environmental assessment, verification of compliance of the Property with

applicable zoning, building, health and safety laws, regulations and codes, review of agreements affecting the Property, hazardous waste and environmental testing and all necessary, surveys, soils examinations, engineering tests and any other inspections or investigations of the Property. FHDC shall provide the City with a minimum of forty-eight (48) hours' advance written notice before entering the Property for any purpose other than to conduct any invasive inspection, test or examination, or Physical Testing, as defined below. FHDC's contractors may conduct invasive physical testing, drilling, boring, sampling and removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, ground borings (collectively, "**Physical Testing**").

b. FHDC and its contractors, inspectors and agents will promptly restore any damage caused by any inspections, investigations or tests conducted pursuant to this Option Agreement. FHDC and its agents and contractors may access the Property during the Option Term for the purpose of inspecting the same. FHDC shall be responsible for the conduct of its employees, agents and contractors and shall indemnify, defend and hold the City harmless from any losses, injuries, damages, claims or expenses, including reasonable attorney's fees and costs, due to the conduct of FHDC or its employees, agents or contractors or that are due to any inspections, investigations or testing conducted pursuant to this Option Agreement. FHDC's restoration and indemnity obligations under this Section 3. B. will survive the termination of this Option Agreement.

4. Prior to initiating any work associated with its Phase II environmental assessment of the Property ("**Phase II**"), FHDC shall deliver to the City for City's review and approval a proposed scope of work including, without limitation, cost estimates for the work. The City's approval shall not be unreasonably withheld, conditioned or delayed. Upon completion of the Phase II, FHDC shall provide a copy of the report to the City without any representation or warranty of any nature whatsoever regarding the truth, accuracy or completeness of the Phase II. In the event FHDC does not exercise the Option or otherwise terminates this Option Agreement for any reason, FHDC shall be entitled to reimbursement from Seller for the costs of the Phase II.

5. During the Option Term, the City shall not in any way transfer, assign, convey or otherwise encumber its interest in the Property and FHDC shall have the exclusive right to acquire the Property. FHDC, in its sole and absolute discretion, may record a Memorandum of Option in the records of Marion County to provide notice of this Option Agreement.

6. FHDC may assign its interests under this Option Agreement to a limited partnership in which FHDC or an affiliate is a general partner upon written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed.

*[signatures on following pages]*

*Signature Page Option to Acquire Real Property*

The City of Woodburn, Oregon  
an Oregon municipal corporation

By \_\_\_\_\_

Date \_\_\_\_\_

Its \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MARION        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of City of Woodburn to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Notary Public  
My appointment expires: \_\_\_\_\_

*Signature Page Option to Acquire Real Property*

Farmworker Housing Development Corporation  
an Oregon nonprofit corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MARION        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the Farmworker Housing Development Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Notary Public  
My appointment expires:\_\_\_\_\_

**Exhibit A**Legal Description of Property

Beginning at the Northwest corner of that certain tract of land from Albert Lenner and Anna Lenner to the City of Woodburn, recorded August 28, 1956, in Vol. 491 and Page 549 of the Deed Records of Marion County, Oregon, which said corner is in the center of Park Avenue in Woodburn, Marion County, Oregon and thence running in an Easterly direction along the Northerly boundary of said Lenner's tract 435.60'; thence Northerly and parallel to the center line of Park Avenue 360'; thence Westerly and parallel to the Northerly line of the Lenner's land heretofore referred to, 435.60' to the center of Park Avenue; thence Southerly 360' along the center line of said Park Avenue to the place of beginning.

EXCEPTING THEREFROM a strip of land 60 feet wide parallel to the southerly border thereof and extending 435.60 feet Easterly from the center line of Park Avenue to be used for street purposes at such time as there is a continuing street open to the East thereof.

**Exhibit B**

Form of Purchase and Sale Agreement

*[see attached]*

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this “**Agreement**”) is entered into by and between CITY OF WOODBURN, OREGON, an Oregon municipal corporation (“**Seller**”), and FARMWORKER HOUSING DEVELOPMENT CORPORATION, an Oregon nonprofit corporation, and its assigns (“**Purchaser**”).

WHEREAS, Seller owns certain real property located at 1750 Park Avenue, and legally described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”);

WHEREAS, Purchaser desires to acquire the Property for the ownership, development and operation of housing to serve low income individuals and households (“**Project**”);

WHEREAS, Seller desires to sell the Property to Purchaser upon the terms and conditions set forth herein;

WHEREAS, the effective date of this Agreement will be the date upon which the last of the parties hereto has executed this Agreement (the “**Effective Date**”), as evidenced by the dates next to the parties’ signatures below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of Seller and Purchaser (collectively, the “**Parties**”), and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The foregoing recitals are true and correct.
2. Purchase Price. The purchase price for the Property is Three Hundred Fifty Thousand Dollars and No/100ths Dollars (\$350,000.00) (the “**Purchase Price**”). The Purchase Price shall be payable in full at the Closing by wire transfer or certified or cashier’s check.
3. Site Preparation.
  - a) Upon waiver or satisfaction of the Financing Contingency (defined below), Purchaser shall retain the parties necessary to and shall commence environmental remediation, including remediation of the soils and any hazardous materials on site; as well as demolition of all buildings on the site, but not to include decommissioning of the existing well (“**Site Preparation**”), which shall be Seller’s responsibility pursuant to subsection 3(b) below. For purposes of this Agreement, “**Site Preparation Costs**” shall be defined to mean all direct and indirect costs of Site Preparation, including the costs for permitting and other regulatory approvals related to the Site Preparation.
  - b) Upon Purchaser’s waiver or satisfaction of the Financing Contingency, Seller shall undertake, at its cost and expense, the decommissioning of the existing groundwater well on the Property and the removal of all well-related equipment, excluding the building housing the well and equipment.

- c) Seller shall retain sole ownership of all well-related equipment removed. Seller's work under this subsection shall be initiated during or prior to Purchaser's Site Preparation at a time mutually agreed upon by the Parties, but in no event prior to satisfaction of Purchaser's Financing Contingency.
- d) Upon Purchaser's waiver or satisfaction of the Financing Contingency, Purchaser shall be responsible for the payment of all Site Preparation Costs, regardless of whether Purchaser terminates this Agreement for any reason (other than a default by Seller), incurred up to and including the date of termination. Upon such termination, FHDC shall ensure the site is restored to an equivalent or better condition than existed prior to Purchaser's entry and pay all costs associated with ensuring that condition.
- d) Purchaser shall have access to the Property as set forth in Section 7(b) below with respect to the Site Preparation activities identified herein.

4. Water Rights. No water rights are sold, conveyed, or transferred under this Agreement.

5. Deposit. Purchaser will, within five (5) days of the mutual execution of this Agreement, deposit with the Title Company, to be held in escrow, a Deposit in the amount of One Hundred and No/100ths Dollars (\$100.00). The Deposit will be fully refundable to Purchaser unless and until the Site Inspection Contingency is satisfied or waived, at which time the Deposit will become nonrefundable except in the event of Seller default. The Title Company will apply the Deposit to the Purchase Price at Closing.

6. Closing. The consummation of the purchase and sale of the Property (the "**Closing**") will take place on the date that is 90 days following the date Purchaser releases or waives its Site Preparation Contingency or on an earlier date that is mutually acceptable to the Parties. The term "**Closing Date**" means the date of Closing. The Closing will be conducted through escrow with the Title Company (it being the intention of the Parties that all closing documentation and funds will be delivered to the Title Company).

7. Contingencies.

- a. Financing Contingency. Purchaser shall have until March 1, 2017 (the "**Financing Contingency Period**") to secure financing commitments satisfactory to Purchaser in its sole and absolute discretion (the "**Financing Contingency**"). If Purchaser fails to notify Seller that this condition is satisfied or waived at or before 5:00 p.m. of the last day of the Financing Contingency Period, then this Agreement shall terminate. If this Agreement is terminated pursuant to this subsection, both Seller and Purchaser shall be released and discharged from all further obligations under this Agreement, the Deposit will be immediately refunded to Purchaser, and the Parties will have no further liability or responsibility to each other, except for the provisions of this Agreement that expressly survive termination.

b. Site Preparation Contingency. Purchaser shall have 90 days from and after the satisfaction or waiver of the Financing Contingency to complete Site Preparation (the “**Site Preparation Contingency**”). Purchaser, its agents and contractors, shall have the right to conduct any and all necessary inspections, investigations, equipment staging and work on the Property pursuant to the terms of this Section 7.b for purposes of conducting the Site Preparation as set forth in Section 3 above. In addition to the Site Preparation itself, such inspections and investigations may include but are not limited to verification of compliance of the Property with applicable zoning, building, health and safety laws, regulations and codes, review of agreements affecting the Property, hazardous waste and environmental testing and all necessary, surveys, soils examinations, engineering tests and any other inspections or investigations of the Property. Purchaser shall provide Seller with a minimum of forty-eight (48) hours’ advance written notice before entering the Property for any purpose other than to conduct the Site Preparation, any invasive inspection, test or examination, or Physical Testing, as defined below. In addition to the Site Preparation itself, Purchaser’s contractors may conduct invasive physical testing, drilling, boring, sampling and removal of, on or through the surface of the Property (or any part or portion thereof) including, without limitation, ground borings (collectively, “**Physical Testing**”). Purchaser shall be responsible for the conduct of its employees, agents and contractors and shall indemnify, defend and hold the Seller harmless from any losses, injuries, damages, claims or expenses, including reasonable attorney’s fees and costs, due to the conduct of Purchaser or its employees, agents or contractors or that are due to any inspections, investigations or testing conducted pursuant to this Agreement. Purchaser’s restoration and indemnity obligations under this Section 7.b will survive the termination of this Agreement. Once commenced, Site Preparation Costs will be at the sole expense of the Purchaser. Unless sooner terminated by Purchaser, if Purchaser does not satisfy or waive this Site Preparation Contingency within 90 days of release or waiver of the Financing Contingency or completion of Seller’s work in decommissioning the groundwater well, whichever is later, this Agreement shall terminate and the Deposit shall be returned to Purchaser.

8. Seller’s Transfer of Property. During the term of this Agreement, Seller will not transfer, assign, convey or otherwise encumber the Property or any interest therein without the prior written consent of Purchaser, which may be given, withheld or conditioned in Purchaser’s sole and absolute discretion (“**Transfer**”). This Agreement will survive any Transfer and be binding upon Seller’s transferees, successors, and assigns.

9. Title.

a. Title Review.

i. Preliminary Commitment. Within ten (10) days following the

Effective Date, Seller will cause the Title Company to issue to Purchaser, at Seller's cost and expense a preliminary commitment (the "**Preliminary Commitment**") for the Title Policy referred to in Paragraph 9.b. showing the status of title of the Property, showing all exceptions and conditions, if any, affecting the Property which would appear in the Title Policy, and committing the Title Company to issue such a Title Policy to Purchaser. The Seller will also cause Title Company to concurrently deliver to Purchaser complete and legible copies of all instruments referred to in the Preliminary Commitment as conditions or exceptions to the title. Seller hereby authorizes and directs the Title Company to furnish to Purchaser the foregoing items.

- ii. Purchaser's Review. Purchaser shall have ten (10) days after receipt of the Preliminary Commitment and exception documents to notify Seller, in writing, of its approval and disapproval of each exception shown in the Preliminary Commitment. Purchaser's failure to notify Seller that it has disapproved a particular exception shall constitute Purchaser's approval of that exception. Any exception that Purchaser has approved shall become a "**Permitted Exception**". Notwithstanding the foregoing, Permitted Exceptions shall not include and Seller shall be required to remove "**Monetary Encumbrances**", which shall be defined to mean (x) any monetary liens, including, without limitation, the liens of any deeds of trust or other loan documents secured by the Property, other than in connection with Purchaser's financing, or (y) any mechanics' liens arising out of actions of Seller, expressly excluding mechanics' liens arising out of the actions of Purchaser or its agents.
- iii. Seller's Response. Seller shall have ten (10) days after receipt of Purchaser's notice to notify Purchaser, in writing, of its agreement to cure or remove any of the disapproved exceptions. Seller's failure to notify Purchaser that it will cure or remove a particular exception shall constitute Seller's refusal to cure or remove that exception. Seller shall remove or cure by Closing the exceptions it has agreed to remove or cure and the Monetary Encumbrances.
- iv. Purchaser's Rights. If Seller does not agree to cure or remove all exceptions disapproved by Purchaser, Purchaser shall have ten (10) days from Purchaser's receipt of Seller's notice of the same or, if Seller has not provided such notice, then within ten (10) days of the deadline to provide it under Section 9.a.(iii) to notify Seller, in writing, whether it will in its sole discretion, waive such objections and close the transaction or terminate this Agreement. Purchaser's failure to give such notice shall constitute Purchaser's election to waive its objections and close the transaction. In that event, the disapproved exceptions shall become Permitted Exceptions. If Purchaser elects to terminate

this Agreement, Seller shall pay any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

- v. Updated Title Matters. The foregoing notice and response procedures shall be repeated for any title exceptions first appearing after Purchaser's receipt of the initial Preliminary Commitment, except that if the time period for delivery of any notice extends beyond the Closing Date, such notice and all subsequent notices shall be delivered on or before the Closing Date.

b. Title Policy.

- i. Delivery of Policy. At Closing, Seller will, at its sole cost and expense, cause the Title Company to issue to Purchaser an ALTA extended coverage owner's policy of title insurance, in the amount of the Purchase Price, insuring Purchaser against loss or damage arising from defects in title to the Property other than the Permitted Exceptions (the "**Title Policy**"). The policy shall contain such endorsements as shall be reasonably requested by Purchaser or its lender. If a survey is required in order to obtain the extended owner's coverage, Purchaser will pay for the survey and also pay for the cost of any endorsements requested by Purchaser.
- ii. Failure to Deliver Policy. If, at Closing, the Title Company will not insure the title as provided above, Purchaser may either proceed to close despite the lack of required insurance or terminate this Agreement. If Purchaser terminates this Agreement, Seller shall pay any cancellation fee of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

10. URA. The Parties acknowledge and agree that (1) Purchaser does not have the power of eminent domain and, therefore, will not acquire the Property if negotiations fail to result in an amicable and voluntary agreement, and (2) the estimated fair market value of the Property is the Purchase Price.

11. Seller's Obligations. Seller shall make all principal and interest payments due under, and comply with each and every covenant and obligation imposed upon the owner of the Property by promissory notes, mortgages, deeds of trust, ground or other leases and any other agreements affecting the Property, or secured by an interest in the Property or any part thereof, and will take any and all action as may be necessary to avoid any default under such agreements.

12. Warranties.

- a. Seller's Representations and Warranties. For the purposes of inducing Purchaser to consummate the transactions contemplated hereby, Seller

represents and warrants to Purchaser, as of the Effective Date and, except as otherwise set forth herein, as of the Closing Date, that to the best of Seller's knowledge and belief, the following are true:

- i. Seller has full power, authority and legal right to execute, deliver and perform this Agreement, and all other documents and certificates contemplated hereby; the Seller has duly authorized the execution, delivery and performance thereof; and has authorized the person executing this Agreement to do so;
- ii. This Agreement constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms;
- iii. There are no actions, suits, proceedings, orders or investigations pending or, to the best of Seller's knowledge, threatened against or affecting Seller which might adversely affect Seller's performance under this Agreement or the consummation of the transactions contemplated hereby;
- iv. Except as expressly provided herein, there is not pending or, to the best of Seller's knowledge, threatened (i) condemnation or similar proceedings with respect to the Property or any part thereof, (ii) public improvements in, about or outside the Property which might result in the imposition of any assessment, lien or charge against Seller, the Property or any owner of the Property, or (iii) legal action of any kind or nature, affecting the Property, which would enjoin or restrict the right of Seller to consummate the transactions contemplated hereby.
- v. None of the following has occurred with respect to the Property or Seller: (i) appointment of a receiver, liquidator, or trustee for the real estate; (ii) institution of any proceeding for dissolution or liquidation; (iii) filing or any petition for bankruptcy, or action toward reorganization; (iv) pending foreclosure or forfeiture action.
- vi. All taxes and assessments and other governmental or quasi-governmental levies of any kind which are due for payment prior to the Effective Date, the non-payment of which would in any way affect the property or any part thereof, or the Purchaser's title thereto or in any way impose any liability on the Purchaser, have been paid, or shall be paid by Seller, prior to or at the time of Closing, together with all interest and penalties thereon.
- vii. The Property is not affected by any special assessment, whether or not a lien thereon, which has not or will not be paid in full by Seller prior to the Closing Date, nor does Seller know of any pending or contemplated assessments or similar charges which will affect the

Property; and

- b. Purchaser's Representations and Warranties. For the purposes of inducing Seller to consummate the transactions contemplated hereby Purchaser represents and warrants to Seller, as of the Effective Date and, except as otherwise set forth herein, as of the Closing Date, as follows:
- i. Purchaser has full power, authority and legal right to execute, deliver and perform this Agreement, and all other documents and certificates contemplated hereby; the Purchaser has duly authorized the execution, delivery and performance thereof; and has authorized the person executing this Agreement to do so;
  - ii. This Agreement constitutes the legal, valid and binding obligation of Purchaser, enforceable against Purchaser in accordance with its terms;
  - iii. There are no actions, suits, proceedings, orders or investigations pending or, to the best of Purchaser's knowledge, threatened against or affecting Purchaser which might adversely affect Purchaser's performance under this Agreement or the consummation of the transactions contemplated hereby.
- c. Survival. The representations and warranties in this section shall survive Closing for a period of twelve (12) months.

13. Closing.

- a. Seller's Closing Obligations. At the Closing, Seller shall:
- i. Execute, acknowledge and deliver (x) a [**Statutory Warranty Deed**] to the Property subject only to the Permitted Exceptions and (y) such other agreements, documents and instruments as may be necessary to transfer, convey and assign the Property to Purchaser;
  - ii. Deliver to Purchaser, pursuant to Section 1445 of the Internal Revenue Code of 1986, as amended, a non-foreign affidavit, stating that Seller is not a foreign person and providing Seller's United States taxpayer identification number; and
  - iii. Deliver to Purchaser such other instruments or documents as may be required pursuant to the provisions hereof or as mutually agreed by counsel for Seller and Purchaser to be necessary to fully consummate the transaction contemplated hereby.
- b. Purchaser's Closing Obligations. At the Closing, Purchaser shall:

- i. Deliver to Seller cash or immediately available funds the remainder of the Purchase Price following application of the Deposit; and
    - ii. Deliver to Seller such other instruments or documents as may be required pursuant to the terms hereof or mutually agreed by counsel for Seller and Purchaser to be necessary to fully consummate the transaction contemplated hereby.
  - c. Allocation of Closing Expenses. The cost of closing the transaction shall be allocated between Seller and Purchaser as follows:
    - i. Seller shall pay:
      - 1. The premium for the ALTA owner's extended coverage vacant land Title Policy required by Paragraph 9.b.;
      - 2. One-half of the escrow fees of the Title Company; and
      - 3. The real estate excise tax and any other taxes and charges with respect to the transaction.
    - ii. Purchaser shall pay:
      - 1. One-half of the escrow fees of the Title Company;
      - 2. The cost of the Title Policy that exceeds the cost of the ALTA owner's extended coverage, including the costs of survey if required by the Title Company; and
      - 3. The cost of recording the statutory warranty deed and any other documents that Purchaser may choose to record.
    - iii. All other expenses incurred by Seller or Purchaser with respect to Closing, including but not limited to attorneys' fees, shall be borne and paid exclusively by the party incurring the same unless the parties hereto expressly agree in writing to the allocation of part or all of such expenses to one of the parties.
  - d. Proration. The following items shall be adjusted or prorated between Seller and Purchaser at the Closing, as of the Closing Date:
    - i. Ad valorem, property and/or similar taxes (excluding assessments) for the then current tax year relating to the Property shall be prorated; and
    - ii. All unpaid assessments, if any, existing as of the Closing Date, due

and payable before or after such date and applicable to the period of Seller's ownership of the Property, shall be paid by Seller in cash at the Closing to the assessing entity.

- e. Right to Possession. At the Closing and as a condition thereto, Purchaser shall have full and unrestricted right to possession of the Property subject only to the Permitted Exceptions.
- f. Risk of Loss. Risk of loss or damage to the Property by condemnation, eminent domain, or similar proceedings (or deed in lieu thereof), or by fire or any other casualty, from the Effective Date through Closing will be on Seller and thereafter will be on Purchaser. Seller will immediately notify Purchaser in writing of any such loss. Purchaser shall notify Seller, in writing, within fifteen (15) days of Purchaser's receipt of Seller's notice whether Purchaser shall proceed to Closing. Purchaser's failure to notify Seller that it will proceed to Closing shall constitute notice of disapproval of the loss. If Purchaser disapproves this loss, Seller shall pay any cancellation fee or other cost of the Title Company, and this Agreement shall terminate and all rights and obligations of the parties shall terminate.

14. Assignment. Purchaser may assign its rights and obligations under this Agreement subject to Seller approval which will not be unreasonably withheld. Purchaser must notify and request approval by Seller of any such assignment within a reasonable time prior to the Closing and the assignee will for all purposes be regarded as Purchaser under this Agreement.

15. Termination and Remedies.

a. Default by Seller.

- i. Seller's Defaults. Seller shall be deemed to be in default hereunder in the event Seller fails, for a reason other than Purchaser's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement,.
- ii. Purchaser's Remedies. Unless otherwise specified herein, in the event of default by Seller, Purchaser may elect to (a) terminate this Agreement and receive a return of the Deposit; (b) and obtain reimbursement for all costs paid by Purchaser under Section 2 above, (b) bring suit for its damages, or (c) seek specific performance of this Agreement.

b. Default by Purchaser.

- i. Purchaser's Defaults. Unless otherwise specified herein, Purchaser shall be in default hereunder in the event Purchaser fails, for a reason other than Seller's default hereunder, to meet, comply with, or perform any covenant, agreement or obligation on its part required within the time limits and in the manner required in this Agreement, or there shall have occurred a breach of any representation or warranty made by Purchaser.
  - ii. Seller's Remedies. In the event of a material default by Purchaser hereunder Seller's sole and exclusive remedy shall be to receive from purchaser the Deposit, it being agreed between Purchaser and Seller that the Deposit shall be liquidated damages for a default of Purchaser hereunder because of the difficulty, inconvenience and uncertainty of ascertaining actual damages for such default. Receipt of the Deposit shall constitute a waiver of any other remedies Seller may have under this Agreement, at law or at equity.
- c. Attorneys' Fees. Should either party bring an action to enforce or interpret any of the provisions of this Agreement, or to recover damages for the breach hereof, the prevailing party will be entitled to receive, in addition to any other relief granted, all reasonable attorney's fees and costs expended in connection therewith.

16. Brokerage Commissions. Any brokerage commissions due out of the transactions contemplated herein shall be the sole responsibility of the Seller. Upon closing Seller shall pay any commission due and payable from escrow proceeds. Otherwise, each party agrees to indemnify and hold the other harmless from any commission or claim thereof hereafter made against the other on account of any other broker or finder which the indemnifying party has engaged in connection with the transaction contemplated herein.

17. Entire Agreement. This Agreement sets forth the entire understanding between the Parties with respect to the transactions contemplated herein and supersedes all prior or contemporaneous agreements, oral or written. Neither this Agreement nor any provision hereof may be waived or amended except by an instrument in writing signed by both Parties.

18. Time of the Essence. Time is of the essence in the performance of this Agreement.

19. Survival after Closing. The terms and provisions of this Agreement will survive Closing and will remain in full force and effect thereafter.

20. Interpretation. Words of any gender used in this Agreement will be held and construed to include any other gender, and words of a singular number will be held to include the plural, and vice versa, unless the context requires otherwise.

21. Captions. The captions used in this Agreement are for convenience only and will not be deemed to construe or to limit the meaning of the language of this Agreement.

22. Binding Effect. This Agreement will be binding upon and inure to the benefit of the Parties and their respective heirs, legal representatives, successors and assigns.

23. Notices. All notices to either Party must be in writing and either delivered (i) in person, (ii) by United States certified mail, postage prepaid, (iii) by courier service, postage prepaid, or (iv) by facsimile transmission or electronic mail (email) with confirmed receipt or other evidence of transmission, and sent to the address (or facsimile number) of such Party as set forth below, or such other address (or facsimile number) as either Party may from time to time designate by written notice to the other.

If to Purchaser: Roberto Jimenez, Executive Director  
Farmworker Housing Development Corporation  
1274 Fifth St, Suite 1-A  
Woodburn, OR 97071

If to Seller: City Recorder  
270 Montgomery Street  
Woodburn, OR 97071\_\_\_\_\_

All notices will be deemed given on the date such notice is delivered (or if refused, the date of such refusal) or transmitted by telephone facsimile or email, or on the third business day following the date such notice is mailed in accordance with this section, whichever is applicable.

24. Severability. If one or more of the provisions of this Agreement or any application thereof will be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions or any other application thereof will in no way be affected or impaired.

25. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of Oregon. Venue of any action hereunder will be in Marion County, Oregon.

26. Calculation of Time. In the event that the date upon which any time period ends or any duty or obligation hereunder is to be performed will occur upon a Saturday, Sunday, national banking holiday or State of Washington holiday, then, in such event, the time period or the due date for such performance will be automatically extended to the next succeeding day that is not a Saturday, Sunday, national banking holiday or State of Washington holiday. Except for express reference to “business” days, all time periods will be deemed to be calendar days.

[Signatures on Following Pages]

The parties have entered into this Purchase Agreement on the date first written above.

**SELLER:**

The City of Woodburn, Oregon  
an Oregon municipal corporation

By \_\_\_\_\_

Date \_\_\_\_\_

Its \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MARION        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of City of Woodburn to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Notary Public  
My appointment expires: \_\_\_\_\_

**PURCHASER:**

Farmworker Housing Development Corporation  
an Oregon nonprofit corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

Date \_\_\_\_\_

STATE OF OREGON            )  
  ) ss.  
COUNTY OF MARION        )

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of the Farmworker Housing Development Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_(Print Name)

Notary Public

My appointment expires:\_\_\_\_\_

**EXHIBIT A**

**Legal Description**

**Beginning at the Northwest corner of that certain tract of land from Albert Lenner and Anna Lenner to the City of Woodburn, recorded August 28, 1956, in Vol. 491 and Page 549 of the Deed Records of Marion County, Oregon, which said corner is in the center of Park Avenue in Woodburn, Marion County, Oregon and thence running in an Easterly direction along the Northerly boundary of said Lenner's tract 435.60'; thence Northerly and parallel to the center line of Park Avenue 360'; thence Westerly and parallel to the Northerly line of the Lenner land heretofore referred to, 435.60' to the center of Park Avenue; thence Southerly 360' along the center line of said Park Avenue to the place of beginning.**

**EXCEPTING THEREFROM a strip of land 60 feet wide parallel to the southerly border thereof and extending 435.60 feet Easterly from the center line of Park Avenue to be used for street purposes at such time as there is a continuing street open to the East thereof.**



# Agenda Item

November 9, 2015

TO: Honorable Mayor and City Council through City Administrator  
FROM: Jim Row, Assistant City Administrator  
SUBJECT: **Municipal Judge Recruitment Committee**

## **RECOMMENDATION:**

That the City Council appoint three Council members to serve on the Municipal Judge Recruitment committee.

## **BACKGROUND:**

Municipal Court Judge, Janice Zyryanoff, recently announced her retirement, effective December 31, 2015. Judge Zyryanoff has honorably served the City since March 1981.

## **DISCUSSION:**

The City's Human Resources Department is initiating the process of recruiting for a new Municipal Court Judge. Per the City Charter, the Municipal Court Judge is one of three positions appointed directly by the City Council. It is anticipated that the Council members appointed to the recruitment committee will screen and interview applicants and ultimately forward a recommended candidate to the City Council for appointment.

## **FINANCIAL IMPACT:**

Expenditures related to the employment of the Municipal Court Judge are included in the adopted FY 15/16 budget

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Agenda Item Review: City Administrator  City Attorney  Finance