PROCLAMATION

"Fill-the-Boot"
September 13th & 14th, 2013

WHEREAS, Muscular Dystrophy refers to a group of more than 40 neuromuscular diseases that cause generalized weakness and muscle wasting. Two of the most common neuromuscular diseases include Duchenne muscular dystrophy, a disease found in children that progresses slowly, with survival rare beyond their late twenties, and Amyotrophic Lateral Sclerosis (Lou Gehrig's Disease) a disorder that progresses rapidly in adult clients; and

WHEREAS, the Muscular Dystrophy Association is a dedicated partnership of scientists and citizens aimed at conquering neuromuscular diseases. MDA is one of the world's leading national health agencies, supporting research, patient care and education; and

WHEREAS, Woodburn Fire Department has been working with the Muscular Dystrophy Association in their fight against neuromuscular disease; and

WHEREAS, "Fill-the-Boot" is an opportunity for Oregon fire fighters to ask community members to drop donations into their fire boots to help local families served by MDA in the state; and

WHEREAS, this year marks the 59th anniversary of the partnership between firefighters and MDA in the fight against muscle wasting diseases; and

WHEREAS, Woodburn Fire Department has spent many hours collecting money on the streets for this campaign; and

WHEREAS, firefighters, locally and nationally, are the largest contributors to the MDA. Woodburn Firefighters collected $5,658 in 2012 to help in the fight against 43 different types of neuromuscular diseases.

NOW, THEREFORE, I, Kathy Figley, by virtue of the authority vested in me as the Mayor of the City of Woodburn, do hereby proclaim, September 13th and 14th as well as November 29th:

Woodburn Fire District "Fill-the-Boot" Day for the City of Woodburn

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Woodburn to be affixed this 14th day of August 2013.

Kathryn Figley, Mayor
City of Woodburn

COUNCIL MEETING MINUTES
August 12, 2013

0:00 **DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, AUGUST 12, 2013**

CONVENED The meeting convened at 7:02 p.m. with Mayor Figley presiding.

ROLL CALL

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

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

0:00 **ANNOUNCEMENTS AND APPOINTMENTS**

Announcements:

A. The City Council meeting scheduled for August 26, 2013 has been cancelled. The next Council meeting will take place September 9, 2013.
B. City Hall, the Aquatic Center and the Library will be closed September 2, 2013 in observance of Labor Day.

Appointment and Oath of Office:

C. Appointment of Teresa Alonso Leon to Ward 1 – Term expiring December 2016
Cox/Ellsworth …approve appointment of Teresa Alonso Leon to Ward 1 – term expiring December 2016. The motion passed unanimously.

0:03 **COMMUNITY/GOVERNMENT ORGANIZATIONS**

Chamber of Commerce – Ruby Wolfer, Fiesta 2013 Coordinator, provided an overview of the Fiesta Mexicana celebration that took place August 2-4.

0:08 **PROCLAMATIONS/PRESENTATIONS**

Ordinance Review/Revision Project – City Administrator Derickson and City Attorney Shields provided a presentation on the status of the Ordinance Review/Revision Project.

0:27 **CONSENT AGENDA**

A. Woodburn City Council minutes of July 8, 2013,
B. Woodburn Planning Commission minutes of May 23, 2013,
C. Full On-Premises Sales and Off-Premise Sales Mariscos el Sarandeado,
D. Full On-Premises Sales and Off-Premise Sales Tienda Mexicana El Compa Cheque LLC,
E. Crime Statistics through June 2013.

McCallum/Lonergan… adopt the Consent Agenda. The motion passed unanimously.

COUNCIL MEETING MINUTES
August 12, 2013

0:28 **COUNCIL BILL NO. 2935 - AN ORDINANCE AMENDING THE WOODBURN DEVELOPMENT ORDINANCE; READOPTING THE OFFICIAL ZONING MAP; AMENDING THE WOODBURN TRANSPORTATION PLAN; AND MAKING LEGISLATIVE FINDINGS** **McCallum** introduced Council Bill 2935. City Recorder Pierson read the two readings of the bill by title only since there were no objections from the Council. On roll call vote for final passage, the bill passed unanimously. Mayor Figley declared Council Bill No. 2935 duly passed.

COUNCIL BILL NO. 2936 - A RESOLUTION ADOPTING A SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3 AND ADOPTING A LIMITED ENGLISH PROFICIENCY PLAN Mayor Figley announced that this item is being pulled from the agenda.

0:34 **CONVERSION OF CITY STREET LIGHTS TO LIGHT EMITTING DIODE (LED) TECHNOLOGY IN PARTNERSHIP WITH PGE** City Administrator Derickson provided a staff report. Councilor Cox stated that there are too many unanswered questions and he would like to pass a motion approving it in principle and directing the City Administrator to come back to Council with further details as they become available. Councilor Morris stated that he is in favor of it and believes we should just get it done. Councilor McCallum stated that he is also in favor of this with the proviso that if something red flags we can get out of it and that he trusts our legal department, our City Administrator and public works people to make that decision. Councilor Lonergan stated that he is in favor of option 1 and would like to move forward but he agrees with Councilor Cox that if PGE is doing this in other cities there should be agreements already out there and it shouldn't be hard for us to come to an agreement and wondered what would happen if we brought this back to Council with an agreement in four weeks. Public Works Director Brown answered that the City would lose the Oregon Energy Trust grant. Mayor Figley stated that she is in favor of moving ahead.
Lonergan/Morris…. Authorize the City Administrator to enter into all necessary agreements with PGE to facilitate the conversion of the City street lights to LED technology including the transfer of pole ownership. On roll call vote the motion passed 5-1 with Councilor Cox voting no.

1:12 **CITY ADMINISTRATOR'S REPORT**
City Administrator Derickson had nothing to report.

1:12 **MAYOR AND COUNCIL REPORTS**
Councilor Ellsworth invited everyone to attend the Ford Leadership group garage sale at the fire house August 17 from 9-5 to raise money for exercise equipment at Centennial Park.
Mayor Figley stated that she had the privilege of entertaining a delegation from the City of Gosen, Japan and that the City received a gift of a miniature traditional Japanese house that will be displayed in the Library. She also stated they had some discussion about becoming Sister Cities.
Councilor McCallum gave a shout out to the Woodburn Fire District for providing transportation to the Mayor and Council in the Fiesta parade. He also stated that the National

Night Out was a success.
Councilor Alonso Leon thanked the City Council for their warm welcome.

0:17 **ADJOURNMENT**

McCallum/Ellsworth…. meeting be adjourned. The motion passed unanimously.
The meeting adjourned at 8:16 pm.

APPROVED_____
KATHRYN FIGLEY, MAYOR

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

DRAFT

WOODBURN PLANNING COMMISSION WORKSHOP/MEETING MINUTES
July 25, 2013

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

ROLL CALL:

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

Staff Present: Jim Hendryx, Economic & Development Services Director
Vicki Musser, Recording Secretary

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

Minutes
The May 23, 2013 minutes were unanimously approved.

Business from the Audience
There was none.

Communication
There are no pending Planning Commission meetings at this time. A Columbia State Bank land use application has been submitted, and may come before the Commission by the end of August.

Economic and Development Services Director Jim Hendryx told the Planning Commission that the City Council held several hearings on the WDO rewrite. Council is scheduled to approve the ordinance at their meeting on August 12, 2013. Three issues - fencing, temporary commercial signage and Planned Unit Developments - were raised at the latest Council meeting and sent back for the Planning Commission to review.

Workshop
Director Hendryx said that approval on the rest of the ordinance is set for Monday, August 12th, with the exception of the sections on fencing (found in Section 2.106), PUDs (Section 3.109) and temporary commercial signage (Section 3.110). After the

Commission makes a further recommendation on these issues, they will go before Council separately.

Director Hendryx presented a PowerPoint to illustrate the height requirements for fencing in both Woodburn and other cities. A number of people have come into the Planning Department for fence permits this summer. Two people voiced concerns over the present rules regulating side fence height, saying that they were in favor of higher side fences for privacy reasons. They were asked to submit written verification of their concerns to the City Council. Nothing has been received to date. Presently, fences along the street side are allowed to be 3 ½ feet high, and a foot higher for every 6 feet farther back, up to a total of 7 feet high. In every intersection, there is a vision clearance area that prohibits shrubs and bushes being over 42 inches.

Commissioner Bandelow discussed the idea of tall fences in front yards, meant to preserve privacy. Even though some houses are built in a manner that leaves very little back yard, building a tall fence in front of the house leaves it looking like a fortress, and detracts from the aesthetics of the neighborhood. Commissioner Corning noted that when people live in a town, they should realize that of necessity, there is a lessening of privacy.

The present proposal states that on corner lots any fencing along a side street would be allowed to be six feet tall, not counting vision clearance areas, which extends 30 feet from the corner in both directions.

The consensus of the Planning Commission was to leave the ordinance as it is presently proposed.

The next issue centered on temporary commercial signs in commercial zones. The sign ordinance does not effectively regulate temporary commercial signs, such as real estate signs. Commercial real estate signs typically stay up longer than 60 days, which is longer than the temporary permit allows. A letter was presented to City Council requesting a chance in the ordinance, and so it was returned to the Commission for further consideration. Director Hendryx reminded the Commission that Woodburn's sign policy is to be content neutral. He discussed other cities and their regulations regarding temporary commercial signs. Canby, for instance, regulates by ordinance and temporary commercial signs are allowed, in addition to regular signs, during construction, sale or lease.

Staff recommended that temporary commercial signage:

- Should be allowed in addition to regular signs during construction, sale or lease
- In medium density residential (RM), can be up to 32 square feet in size
- In commercial (CG, DDC, CO, NNC) zones, can be up to 64 square feet
- In industrial (IP,IL, SWIR) zones, can be up to 120 square feet in size

Planning Commission consensus was that temporary commercial signage could be up to 32 square feet and that on corner lots two temporary signs would be allowed, in order to in order to face each street.

Director Hendryx went on to discuss the third topic involving Planned Unit Developments or PUDs. PUDs are regulated by Woodburn Development Ordinance 3.108.

- A Planned Unit Development (PUD) is intended for development under unified control planned as a single continuous project, to allow single or multi-use projects within its boundaries and provide greater design flexibility for development proposed within the PUD.
- A PUD should result in development superior to that which would occur using conventional zoning regulations.
- A PUD is appropriate if it enhances preservation of the natural environment, encourages high quality and innovative design and ensures adequate public facilities and services for the development.

Tukwila and Senior Estates are examples of PUDs, which are comprised of a minimum of five acres and do not allow other types of housing, such as row houses, since PUD housing cannot be clustered in one area. There are two types of PUDs, residential and mixed use, which are allowed in all City zones with special regulations.

Problems with PUD include:
Limited incentives
Density/clustering not allowed
Housing types
Open space preservation
Review process
Variance processes to reduce setbacks and/or lot size

Chair Lima suggested incorporating more land in the City as a possible solution; however the proposed Urban Growth Boundary (UGB) has been held in the court system since 2007, and there is no deadline for the Court of Appeals to make a final decision. Jim pointed out the proposed UGB.

After further discussion the Commission consensus was further discuss PUDs in a series of workshops.

Business from the Commission:
Commissioner Bandelow asked about any regulations concerning "human signs", people wearing or waving signs by, or on, the streets, such as tax aid signs. Director Hendryx will research this and report back to the Commission, with an eye towards vision clearance and safety.

The Commission requested continued vigilance from the Planning staff in regards to illegal temporary signs, such as feather flags.

Commissioner Bandelow thanked Public Works for putting in a retaining wall at Alvah G. Cowan Park, located at 620 Garfield Street.

The Commission issued congratulations to Vicki Spitznogle on her recent marriage.

Adjournment
Commissioner Corning made a motion that the meeting be adjourned, and Commissioner Bandelow seconded it. The meeting was adjourned at 8:07 pm.

APPROVED _____ 8/22/13
Claudio Lima, Chair Date

ATTEST _____ 8/26/13
James N.P. Hendryx Date
Economic & Development Services Director
City of Woodburn, Oregon

WOODBURN PUBLIC ART MURAL COMMITTEE
WORKSHOP/MEETING MINUTES
June 26, 2013

CONVENED: The Woodburn Public Art Mural Committee met at 3 p.m. in the City Hall Council Chambers to discuss MUR 2013-01 (356 Young Street, Capaces Leadership Institute).

Members Present:

Chair	**City Councilor Lonergan**	**Present**
Vice-Chair	**Vice-Chair Vancil**	**Present**
City Councilor	**Cox**	**Present**
Committee Member	**Berlin**	**Present**
Committee Member	**Ybarra**	**Present**

Staff Present: Jim Hendryx, Economic & Development Services Director
Jon Stuart, Assistant City Attorney
Vicki Musser, Economic & Development Services Recording Secretary
Jan Frutiger, Economic Development Services Volunteer

Chair Frank Lonergan opened the meeting. The minutes of June 5, 2013 were approved unanimously. Chair Lonergan went over the Mural Committee meeting's procedures for the attendant audience, stating the various possible outcomes of the meeting: to approve the application, to disapprove the application; to have the applicant request further time for replying to questions and thus continue the meeting at another date certain, or to continue the meeting at a further date certain if the Mural Committee decides to continue their discussion of the application.

The City received an application from the Willamette Valley Law Project for a public art mural at 356 Young Street on May 10, 2013. This is the first submitted proposal for a public art mural.

Economic and Development Services Director Jim Hendryx noted that this first mural application is a historic event. It is particularly good for building a sense of community pride. The submitted application would be the first legal mural in the City.

The Mural Committee has the power to accept or reject the submitted application.
The City Council established the Public Art Mural Program in Aug, 2012. The Council adopted an approach for a public mural program which would minimize public funding, while providing public oversight. The resulting program, established through Ordinance 2491, outlines the procedures for the City to accept public art mural from donors.

Director Hendryx explained to the audience that the Mural Committee is made up of two City Councilors, two people who have experience, training or expertise in the visual arts, art history, art criticism or art education, as well as one at-large member.

He went on to outline the selection criteria that the Mural Committee would be using in evaluating applications:

- Strength of the artist's concept for, and originality of, the proposed mural;
- The demonstrated craftsmanship of the artist;
- The appropriateness of scale of the mural to the wall that he mural will be painted or attached to;
- The architectural, geographic, socio-cultural and/or historical relevance to the site;
- The general support/advocacy for the mural;
- The ability to complete the proposed mural;
- The mural will not be located on single-family, duplex or multi-family dwellings
- The proposed mural will not contain electrical components, three-dimensional elements, electrical lights, etc, or use any method that causes periodic changes in the appearance or message;
- The mural will be located in a manner that is visible to the public.

Director Hendryx showed pictures of the Capaces Leadership Institute, located at 356 Young Street. The design of the building took into account the murals the applicant wanted to install, and each side of the building purposefully left blank. A continuing mural is proposed for all six sides of the building.

He noted that the committee has taken into account the scale of building to which the mural is being applied, as well as the scale of the mural to the surrounding neighborhood, two of the selection criteria.

Public Comments:
Jaime Arregondo, 356 Young Street, Willamette Valley Law Project, thanked the Mural Committee and City staff for spending so much time and effort on this proposal. He said that Capaces views this as a very significant and historic event for Woodburn. They see the mural project as a reflection of the strength of this community and value the community's input.

Dalila Ortiz, 1051 Wilson Street, Woodburn, Project Lead, Willamette Valley Law Project, handed out further information regarding the project to the Committee and introduced the mural artist, Juanishi Orosco.

Juanishi Orosco, mural artist, stated that it was an honor to work with the City of Woodburn and create something for the entire community. Mr. Orosco has specialized in creating very large scale murals for state and city projects for over 30 years.

Chair Lonergan asked Mr. Orosco what has to be done to prepare the building for a mural, and was told that the types of materials that would lend themselves to a mural were considered and chosen prior to the building was being built. As a result, there is very little preparation needed to begin the mural.

City Councilor Cox noted that during a recent Silverton tour, the Committee was told that murals in Silverton can be dismantled and put away. Mr. Orosco said that the proposed Woodburn mural will be a permanent fixture. It is designed to impact Woodburn for a long time. The paint colors used will not fade or chip over the next 30 years. There are varnishes and sealers used in the painting process which extend the paint's life, so that the mural will last at least 30 years without being touched up. The sealer is guaranteed for 30 years by its maker.

Mr. Arredondo said that Willamette Valley Law's goal is to preserve the mural as long as possible. He also noted that a firm has been hired to maintain the landscaping around the building.

Mr. Orosco discussed the mural design, saying that he met with Capaces leadership staff at intervals over last two years to discuss what was important. The process evolved over that time, until three-quarters of his design had to do with the cultural aspects of Woodburn. The mural revolves around the building, as life revolves around the planet. Background colors are common from one section to the next, tying the mural sections together. Although the mural will be on all six outer walls of the building, it's actually one mural.

Committee member Merri Berlin stated her surprise to see a mural around the whole bldg, as she had expected to see a single panel. She stated her concern that the mural as a whole was too large. Mr. Orosco responded that the story of Woodburn has evolved over its long history and has many elements, and so the decision was made to take the whole building to tell different aspects of it.

Ms. Ortiz said that various members of Mr. Orosco's team will be assisting him in working on the mural, some of whom have been with him for over 20 years.

Councilor Cox noted that a mural is supposed to be visible to the public, and some of the building walls are not easily visible. Mr. Arredondo replied that one of his jobs is as a tour guide and he will be encouraging people to look at all of it. Well over 1,000 people have come to visit the site to see where these murals will be placed, which is an excellent opportunity to showcase Woodburn. Erubiel Valladares, Capaces Leadership Institute, said that people who are curious can walk through an open passageway to view the murals.

Chair Lonergan brought up the brightness of colors to be used in creating the mural, some of which he felt could be interpreted as garish and distracting when people drive by. Mr. Orosco replied that as an artist, he is known for these very bright colors. Different mural artists have different color philosophies. Committee member Colleen Vancil stated her

opinion that the brightness of the proposed mural be immediately noticeable the first few times it was viewed, but after that it would not be distracting. She said that the Capaces Leadership Institute is an exciting building, and would be accentuated by the brilliant colors being proposed.

Audience:
Kay McKuen, Smith Drive, Woodburn told the Mural Committee that she took copies of the proposed mural up to an art teacher at Marylhurst University ~~the Maryhill Museum of Art~~, who felt the colors were garish and did not fit in with the architecture and thought the mural story lacked continuity. Ms. McKuen felt that the proposed mural was not an accurate representation of all the citizens of Woodburn, and said that she would like to see the faces of the people in the community shown there, as in a Norman Rockwell painting. Woodburn came into being in 1889, and more of the story needs to be told and reflected. She also felt the mural should only be on one wall.

David Vancil, Woodburn stated that Woodburn is a city of unity. A 130 year history cannot be depicted in one mural. He thinks that this mural would be a great addition to the community.

Roberto Orain, 519 Taybin Road NW, Salem, mural volunteer, said that this mural has a lot of artistic value, and that he will be involved with the project.

Mr. Orosco told the Mural Committee that he designed the mural and will act as the artist and project manager, and the crew and any volunteers will be working under his direction. Before even beginning to work, volunteers will attend a workshop on what is expected. If they have no experience, they will fill in the flat coat. Mr. Orosco will be on-site all the time. The time frame for completion is about two months.

Laura Isiordia, Director of Capaces, 399 Elm Street, Woodburn, said that Capaces is focused on remaining a vital part of Woodburn. They are dedicated to providing safety in our surroundings and maintaining unity in our communities. The purpose of showcasing the mural is to support people like Juanishi and Roberto. She went on to say that they would like to inspire others to be a part of the unity of Woodburn, and to submit a mural application. There will be a morning potluck on July 13th to which everyone is invited.

Committee Discussion:
Committee member Vancil was excited about the high quality product and artist that speaks of the life that we live here.

Committee member Ybarra stated that he likes where this is going and approves of the project.

Committee member Berlin had scale and color concerns, and felt that the mural design only deals with a specific situation, rather than being an accurate representation of the community as a whole.

Councilor Cox told the applicant that he is unwilling to nitpick over details. It is not necessary for a mural to incorporate everything that has ever happened in the community. In this particular setting, the mural's proposed size doesn't bother him. He feels that the end product will be an asset to our whole community. He suggested a motion to include a caveat in the final approval that any minor proposed modifications be submitted to Jim Hendryx for his approval, rather than reconvening the Mural Committee for a decision. Committee member Vancil seconded his motion. The motion was unanimously approved.

Chair Lonergan thanked the applicant for all the effort that has gone into this. The artist has been able to show that the mural will be around a long time. Chair Lonergan agreed with Councilor Cox that public visibility isn't a real issue at this point and that the mural size is acceptable.

Director Hendryx suggested than a Final Order be drawn up memorializing the Committee's decision, along with a caveat that he will review any modifications, and at his discretion, he can choose to approve the modification or take it either to the Chair or the Committee as a whole.

Assistant City Attorney Jon Stuart suggested that the committee meet to review the order. It was decided that the full committee should review the order and vote on approval. The next meeting will be held on Wednesday, July 10th.

The meeting was adjourned at 4:31pm

APPROVED Frank J Lonergan 8/7/13
Frank Lonergan, Chair Date

ATTEST James N.P. Hendryx 8/8/13
James N.P. Hendryx Date
Economic & Development Services Director
City of Woodburn, Oregon

WOODBURN PUBLIC ART MURAL COMMITTEE
MEETING MINUTES
July 10, 2013

CONVENED: The Woodburn Public Art Mural Committee met at 3 p.m. in the City Hall Council Chambers to discuss Final Order MUR 2013-01 (356 Young Street, Capaces Leadership Institute).

Members Present:

Chair	**City Councilor Lonergan**	**Present**
Vice-Chair	**Vice-Chair Vancil**	**Present**
City Councilor	**Cox**	**Excused**
Committee Member	**Berlin**	**Present**
Committee Member	**Ybarra**	**Present**

Staff Present: Jim Hendryx, Economic & Development Services Director
Jon Stuart, Assistant City Attorney
Jan Frutiger, Economic Development Services Volunteer

Chair Frank Lonergan opened the meeting. Lonergan went over the purpose of the meeting; consideration of Final Order MUR 2013-01 (356 Young Street, Capaces Leadership Institute). After general discussion, Vice Chair Vancil moved for approval of Final Order MUR 2013-01, and the motion was seconded by Committee member Berlin. The motion approving Final Order MUR 2013-01 passed unanimously.

Committee member Berlin called for the motion to adjourn the meeting and Committee member Ybarra seconded the motion. The motion passed unanimously.

The meeting was adjourned at 3:15pm.

APPROVED Frank J Lonergan 8/7/13
Frank Lonergan, Chair Date

ATTEST James N.P. Hendryx 8/8/13
James N.P. Hendryx Date
Economic & Development Services Director
City of Woodburn, Oregon

City of Woodburn
Recreation and Park Board Minutes
August 13, 2013 ● 5:30 p.m.

1. CALL TO ORDER

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

2. ROLL CALL

Position I Vacant, Member (12/13)	
Position II (Student) Sofie Velasquez (12/13)	Absent
Position III Joseph Nicoletti, Board Secretary (12/13)	Absent
Position IV Rosetta Wangerin, Board Chair (12/13)	Present
Position V Bruce Thomas, Member (12/13)	Present
Position VI Ardis Knauf (12/16)	Absent
Position VII Gevin Gregory (12/16)	Present

3. APPROVAL OF MINUTES

The minutes from the May 14, 2013 meeting were unanimously approved (Thomas/ Gregory).

4. BUSINESS FROM AUDIENCE

None

5. NEW BUSINESS

Annual Park Tour Review

There was a brief discussion of the June 14 park tour. Bruce commented that the real value in the tour is the process of visiting the parks to review current conditions, and projects, more than completing and submitting the review form.

Alvah Cowan Park

The Board discussed the fact that Alvah Cowan Park was recently adopted by a group of neighborhood residents, including Board member Gevin Gregory. The group and their work was recently featured in the Woodburn Independent.

Legion Park Grant Request

Jim announced that the grant request he and Stu submitted to Oregon State Parks was just approved. He was pleased to announce that the project ranked 4th out of 35 applications in the large grant category. Design work will begin this fall, with major construction schedule to begin after the 2014 Fiesta in early August. The project will include a new picnic pavilion/ restroom building, a loop trail system, tree thinning and lawn expansion, and upgrades to field lighting.

6. OLD BUSINESS

Centennial Park Traffic Counts

The Board reviewed a full year's worth of traffic count data for Centennial Park. Traffic data was over one week periods in the months of October 2012, January 2013, April 2013, and July 2013.

Month	Total Vehicles
October 2012	983
January 2013	343
April 2013	1,880
July 2013	1,540

7. DIVISION REPORTS

a. AQUATICS

Finance Review

Preliminary FY 12/13 financials show Aquatic Center revenues of $231,000 and expenditures of $508,000 – a cost recovery level of 45%. While we didn't hit our target cost recovery level of 50%, we did exceed $200,000 in revenue for the first time ever. Revenue was up 17% and expenditures 11% over last year. The upward revenue trend seems to be continuing, as July 2013 revenue was $31,500 – 26% greater than July 2012.

Make a Splash Day Camp (9am – noon) – 23 children attended

- Activities included games, crafts, and swimming. Held at Aquatic Center

Zumba and fitness classes still strong – just hired two new Zumba instructors

Junior Lifeguard Camp

- Ages 10-15 get an introduction to lifeguarding during this week-long camp
  - 21 youth for the June camp, 13 for the August camp

$5 Swim Week – 242 participants

Lifeguard Training - 7 students currently enrolled

b. RECREATION

Community Ed Photography classes are ongoing this summer. Session 1 in July had 6 and Session 2 going on now has 7. Lots of good feedback for our instructor.

YAB	The Youth Advisory Board raised over $500 this year doing service projects (senior service) and awarded a $500 scholarship to one of their senior participants at the end of the school year. They continue to be active throughout the summer.
Out & About	The fall activities guide should be out in mailboxes very soon. We ran behind schedule this summer. Our goal was August 1.
Staffing	Recreation & Parks will bring on two new staff this month; a recreation coordinator and a recreation specialist (sports). The Coordinator will assist with community events, youth advisory board, active adult programs, and after school programs. The Specialist will oversee our youth and adult sports programs.
Amazing Race	Woodburn's first ever Amazing Race took place July 20th and included 10 business stops, each with a unique challenge along the way. 15 teams and 35 people participated.
Summer Camp	Our summer day camp program will conclude this week. 30 – 40 kids participated each week in a variety of activities and field trips throughout the summer.
GREAT Camp	'G'ang 'R'esistance 'E'ducation 'A'nd 'T'raining camp took place June 17 – 21. This program was in partnership between Woodburn Police and Woodburn Recreation & Parks and teaches kids goal setting and resistance skills.
Safety Camp	This year Woodburn Recreation & Parks took over the operation of Safety Camp from Woodburn Kiwanis Inc. who has been operating the program for over 18 years. 29 4, 5, and 6 year olds learned all about safety.
WSN	Woodburn Summer Nights has been extremely successful this year starting with the annual 4th of July celebration, followed by concerts in Library Park, followed by outdoor movies at Library Park.

c. PARKS, PROJECTS & FACILITIES

Jim briefly discussed the status of the Legion Park Playground Project, which is scheduled for completion on May 21. There was also a brief discussion about the Legion Park project that the department recently submitted a grant application for.

8. FUTURE BOARD BUSINESS

The Board indicated a desire to have the Legion Park project remain on the agenda as work progresses.

9. BOARD COMMENTS

10. ADJOURNMENT
The meeting adjourned at 6:36 PM

_____	_____
Joseph Nicoletti, Board Secretary	Jim Row, Community Services Director
Date_____	Date_____

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES
JANUARY THRU DECEMBER 2013

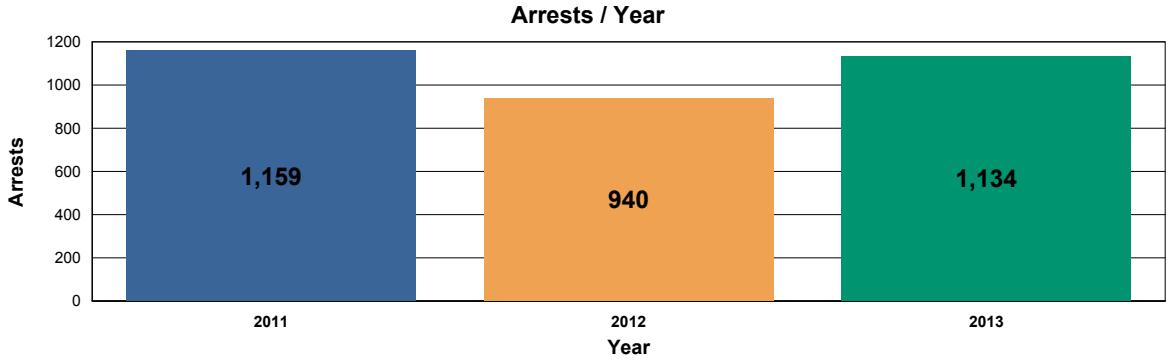
CHARGE DESCRIPTION	Total	Jan	Feb	Mar	Apr	May	Jun	Jul
AGGRAVATED ASSAULT	17	1	3	2	1	6	3	1
ANIMAL CRUELTY	2	0	0	0	0	1	1	0
ANIMAL ORDINANCES	6	0	1	3	0	0	1	1
ARSON	3	0	0	0	0	0	0	3
ASSAULT SIMPLE	67	11	11	7	7	10	12	9
ATTEMPTED MURDER	3	0	3	0	0	0	0	0
BOMB THREAT	3	3	0	0	0	0	0	0
BURGLARY - BUSINESS	4	0	1	0	1	1	0	1
BURGLARY - RESIDENCE	15	1	2	0	0	1	11	0
CHILD NEGLECT	11	1	3	2	0	2	1	2
CRIME DAMAGE-NO VANDALISM OR ARSON	14	1	0	2	0	2	6	3
CURFEW	8	2	0	0	2	0	4	0
CUSTODY - DETOX	3	0	0	0	2	0	0	1
CUSTODY - MENTAL	25	5	1	5	2	2	5	5
CUSTODY - PROTECITVE	1	0	0	0	0	0	1	0
DISORDERLY CONDUCT	43	8	5	4	2	9	15	0
DRIVING UNDER INFLUENCE	82	9	12	23	5	13	10	10
DRUG LAW VIOLATIONS	128	28	9	12	13	22	33	11
DRUG PARAPHERNALIA	1	0	1	0	0	0	0	0
DWS/REVOKED - FELONY	3	0	0	0	0	1	1	1
DWS/REVOKED-MISDEMEANOR	15	3	2	6	0	3	1	0
ELUDE	8	0	1	1	0	3	2	1
EMBEZZLEMENT	1	0	0	0	0	1	0	0
ESCAPE FROM YOUR CUSTODY	1	0	0	1	0	0	0	0
FAIL TO DISPLAY OPERATORS LICENSE	10	5	2	1	0	1	0	1
FORCIBLE RAPE	2	0	0	0	1	0	1	0
FORGERY/COUNTERFEITING	9	1	1	0	1	2	1	3
FRAUD - ACCOUNT CLOSED CHECK	1	0	0	0	1	0	0	0
FRAUD - BY DECEPTION/FALSE PRETENSES	3	0	1	0	1	0	0	1
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	4	0	0	0	0	4	0	0
FRAUD - IMPERSONATION	1	0	1	0	0	0	0	0
FRAUD-OTHER	8	2	0	0	0	6	0	0
FUGITIVE ARREST FOR ANOTHER AGENCY	107	22	11	14	10	18	21	11
FURNISHING	2	0	0	0	0	2	0	0
GARBAGE LITTERING	3	0	0	1	0	1	1	0
HIT AND RUN FELONY	1	0	0	0	0	1	0	0
HIT AND RUN-MISDEMEANOR	12	3	0	1	2	3	1	2
IDENTITY THEFT	6	0	0	1	0	4	0	1
INTIMIDATION /OTHER CRIMINAL THREAT	16	3	1	1	1	6	2	2
MINOR IN POSSESSION	19	2	7	0	0	6	2	2
MINOR IN POSSESSION - TOBACCO	1	0	0	0	0	0	1	0
MOTOR VEHICLE THEFT	3	0	0	0	0	2	1	0
OTHER	45	10	7	2	2	7	16	1
PROPERTY RECOVER FOR OTHER AGENCY	3	0	3	0	0	0	0	0
PROSTITUTION - ENGAGE IN	2	2	0	0	0	0	0	0
RECKLESS DRIVING	13	3	1	0	0	5	2	2
RECKLESSLY ENDANDERING	10	0	0	0	1	6	2	1
RESTRAINING ORDER VIOLATION	4	1	1	0	1	1	0	0
ROBBERY - BUSINESS	7	1	0	2	1	1	2	0
ROBBERY - CONV.STORE	3	0	0	0	0	3	0	0
ROBBERY - OTHER	4	0	1	1	1	1	0	0
RUNAWAY	4	1	0	0	0	2	1	0
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	1	0	0	1	0	0	0	0
SEX CRIME - EXPOSER	1	0	0	0	0	0	1	0

Woodburn Police Department

MONTHLY ARRESTS BY OFFENSES
JANUARY THRU DECEMBER 2013

	Total	Jan	Feb	Mar	Apr	May	Jun	Jul
SEX CRIME - FORCIBLE SODOMY	1	0	0	0	0	0	1	0
SEX CRIME - MOLEST (PHYSICAL)	4	0	0	2	0	0	2	0
SEX CRIME - NON FORCE SODOMY	2	1	0	0	1	0	0	0
SEX CRIME - NON-FORCE RAPE	1	0	0	0	1	0	0	0
SEX CRIME - OBSCENE PHONE CALL	1	0	0	0	0	0	0	1
STALKER	1	0	0	0	1	0	0	0
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	7	2	3	2	0	0	0	0
SUICIDE	1	0	0	0	0	0	0	1
THEFT - BUILDING	9	2	1	1	1	0	2	2
THEFT - FROM MOTOR VEHICLE	1	0	0	0	0	0	0	1
THEFT - OTHER	27	4	3	1	1	6	8	4
THEFT - PURSE SNATCH	2	2	0	0	0	0	0	0
THEFT - SHOPLIFT	102	22	19	11	20	16	9	5
TRAFFIC VIOLATIONS	71	3	19	9	2	9	25	4
TRESPASS	31	5	8	5	4	6	1	2
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	2	0	0	0	0	0	0	2
VANDALISM	17	4	1	1	0	3	3	5
VEHICLE RECOVERD FOR OTHER AGENCY	2	0	0	0	0	2	0	0
WARRANT ARREST FOR OUR AGENCY	70	12	15	8	6	13	10	6
WEAPON - CARRY CONCEALED	2	0	0	0	1	1	0	0
WEAPON - EX FELON IN POSSESSION	4	1	0	1	0	2	0	0
WEAPON - POSSESS ILLEGAL	7	1	4	1	0	0	1	0

		Jan	Feb	Mar	Apr	May	Jun	Jul
2013 Total	**1,134**	**188**	**165**	**135**	**96**	**217**	**224**	**109**
2012 Total	**940**	**165**	**158**	**95**	**117**	**141**	**124**	**140**
2011 Total	**1159**	**156**	**95**	**185**	**207**	**209**	**172**	**135**



Woodburn Police Department

MONTHLY CRIMINAL OFFENSES
JANUARY THRU DECEMBER 2013

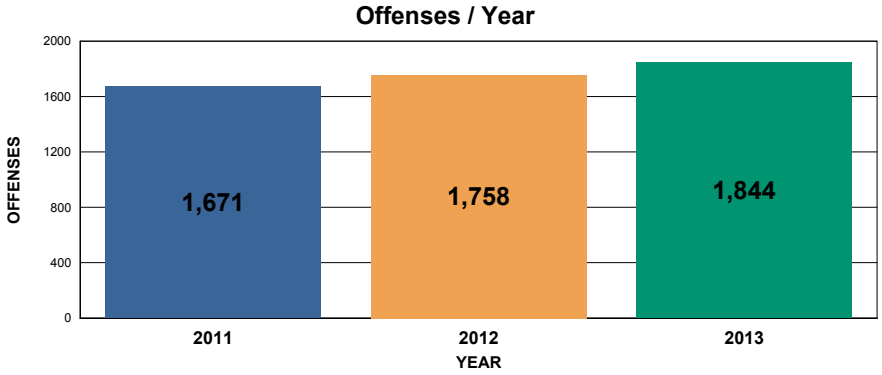
CHARGE DESCRIPTION	Total	Jan	Feb	Mar	Apr	May	Jun	Jul
AGGRAVATED ASSAULT	**23**	4	2	4	3	6	3	1
ANIMAL CRUELTY	**5**	0	0	0	1	2	2	0
ANIMAL ORDINANCES	**7**	0	1	3	1	0	1	1
ARSON	**5**	1	0	0	0	1	1	2
ASSAULT SIMPLE	**78**	15	11	8	9	12	14	9
ATTEMPTED MURDER	**4**	1	2	1	0	0	0	0
BOMB THREAT	**1**	1	0	0	0	0	0	0
BURGLARY - BUSINESS	**13**	4	1	0	1	3	1	3
BURGLARY - OTHER STRUCTURE	**8**	3	1	0	2	0	1	1
BURGLARY - RESIDENCE	**31**	3	8	5	1	3	8	3
CHILD NEGLECT	**8**	1	1	2	0	3	1	0
CRIME DAMAGE-NO VANDALISM OR ARSON	**76**	18	7	15	5	8	14	9
CURFEW	**4**	1	0	0	1	0	2	0
CUSTODY - DETOX	**3**	0	0	0	2	0	0	1
CUSTODY - MENTAL	**25**	5	1	5	2	2	5	5
CUSTODY - PROTECITVE	**1**	0	0	0	0	0	1	0
DISORDERLY CONDUCT	**32**	4	4	4	2	7	9	2
DRIVING UNDER INFLUENCE	**81**	9	11	23	5	13	10	10
DRUG LAW VIOLATIONS	**78**	9	8	9	13	18	19	2
DRUG PARAPHERNALIA	**1**	0	1	0	0	0	0	0
DWS/REVOKED - FELONY	**3**	0	0	0	0	1	1	1
DWS/REVOKED-MISDEMEANOR	**15**	3	2	6	0	3	1	0
ELUDE	**13**	1	4	1	0	4	2	1
EMBEZZLEMENT	**1**	0	0	0	0	1	0	0
ESCAPE FROM YOUR CUSTODY	**1**	0	0	1	0	0	0	0
EXTORTION/BLACKMAIL	**2**	0	0	1	0	0	0	1
FAIL TO DISPLAY OPERATORS LICENSE	**9**	4	2	1	0	1	0	1
FORCIBLE RAPE	**4**	0	0	1	0	2	0	1
FORGERY/COUNTERFEITING	**37**	6	5	4	7	7	5	3
FRAUD - ACCOUNT CLOSED CHECK	**2**	1	0	1	0	0	0	0
FRAUD - BY DECEPTION/FALSE PRETENSES	**8**	2	2	2	0	1	1	0
FRAUD - CREDIT CARD/AUTOMATIC TELLER MACHINE	**17**	1	0	2	5	6	2	1
FRAUD - IMPERSONATION	**3**	0	1	1	0	0	0	1
FRAUD - NOT SUFFICIENT FUNDS CHECK	**1**	0	1	0	0	0	0	0
FRAUD - OF SERVICES/FALSE PRETENSES	**2**	0	1	0	0	0	0	1
FRAUD-OTHER	**7**	1	1	2	1	2	0	0
FUGITIVE ARREST FOR ANOTHER AGENCY	**102**	19	11	14	11	15	22	10
FURNISHING	**2**	0	0	0	0	2	0	0
GARBAGE LITTERING	**3**	0	0	1	0	1	1	0
HIT AND RUN FELONY	**5**	2	0	0	1	2	0	0
HIT AND RUN-MISDEMEANOR	**63**	14	8	6	10	7	5	13
IDENTITY THEFT	**18**	2	4	5	3	4	0	0
INTIMIDATION /OTHER CRIMINAL THREAT	**22**	4	2	4	0	8	2	2
KIDNAP - FOR ADDITIONAL CRIMINAL PURPOSE	**2**	1	0	1	0	0	0	0
KIDNAP - HOSTAGE/SHIELD OR REMOVAL/DELAY WITNE	**1**	0	0	0	0	0	0	1
MINOR IN POSSESSION	**12**	2	3	0	0	3	2	2
MINOR IN POSSESSION - TOBACCO	**1**	0	0	0	0	0	1	0
MISCELLANEOUS	**32**	3	5	3	5	2	4	10
MOTOR VEHICLE THEFT	**36**	6	3	5	1	9	6	6
OTHER	**45**	19	8	2	2	7	5	2
PROPERTY - FOUND LOST MISLAID	**19**	5	1	5	1	3	1	3
PROPERTY RECOVER FOR OTHER AGENCY	**7**	1	4	1	0	0	0	1
PROSTITUTION - ENGAGE IN	**1**	1	0	0	0	0	0	0
RECKLESS DRIVING	**13**	3	1	0	0	5	2	2
RESTRAINING ORDER VIOLATION	**6**	2	1	0	1	2	0	0
ROBBERY - BUSINESS	**10**	2	0	3	1	2	1	1
ROBBERY - CAR JACKING	**1**	0	0	1	0	0	0	0

Woodburn Police Department

MONTHLY CRIMINAL OFFENSES
JANUARY THRU DECEMBER 2013

	Total	Jan	Feb	Mar	Apr	May	Jun	Jul
ROBBERY - CONV.STORE	**1**	0	0	0	0	1	0	0
ROBBERY - OTHER	**11**	2	1	3	2	1	1	1
RUNAWAY	**13**	3	0	0	2	4	2	2
SEX CRIME - CONTRIBUTE TO SEX DELINQUENCY	**4**	2	0	1	1	0	0	0
SEX CRIME - EXPOSER	**1**	0	0	0	0	0	1	0
SEX CRIME - MOLEST (PHYSICAL)	**15**	5	0	3	3	3	1	0
SEX CRIME - NON FORCE SODOMY	**2**	1	0	0	1	0	0	0
SEX CRIME - NON-FORCE RAPE	**1**	0	0	0	1	0	0	0
SEX CRIME - OBSCENE PHONE CALL	**1**	0	0	0	0	0	0	1
SEX CRIME - PORNOGRAPHY/OBSCENE MATERIAL	**2**	1	0	1	0	0	0	0
STALKER	**2**	0	0	0	2	0	0	0
STOLEN PROPERTY - RECEIVING,BUYING,POSSESSING	**12**	4	5	1	0	0	2	0
SUICIDE	**3**	0	0	0	0	1	1	1
THEFT - BICYCLE	**17**	1	3	3	0	3	3	4
THEFT - BUILDING	**30**	4	5	5	3	5	4	4
THEFT - COIN OP MACHINE	**1**	0	0	0	0	0	0	1
THEFT - FROM MOTOR VEHICLE	**65**	20	7	11	5	8	2	12
THEFT - MOTOR VEHICLE PARTS/ACCESSORIES	**7**	3	1	0	1	0	0	2
THEFT - OTHER	**98**	13	18	16	9	16	11	15
THEFT - PICKPOCKET	**5**	0	2	1	2	0	0	0
THEFT - PURSE SNATCH	**6**	0	2	2	1	1	0	0
THEFT - SHOPLIFT	**118**	24	20	16	22	18	9	9
TRAFFIC ORDINANCES	**1**	0	0	0	1	0	0	0
TRAFFIC VIOLATIONS	**98**	13	23	12	5	16	24	5
TRESPASS	**35**	5	7	6	4	3	3	7
UNAUTHORIZED ENTRY INTO MOTOR VEHICLE	**32**	5	2	5	2	4	2	12
VANDALISM	**162**	21	22	13	8	22	47	29
VEHICLE RECOVERD FOR OTHER AGENCY	**9**	1	3	1	0	1	3	0
WARRANT ARREST FOR OUR AGENCY	**68**	13	14	8	6	14	7	6
WEAPON - CARRY CONCEALED	**2**	0	0	0	1	1	0	0
WEAPON - EX FELON IN POSSESSION	**2**	0	0	0	0	2	0	0
WEAPON - POSSESS ILLEGAL	**9**	2	2	3	0	0	1	1
WILLFUL MURDER	**1**	0	0	1	0	0	0	0

	Total	Jan	Feb	Mar	Apr	May	Jun	Jul
2013 Total	**1,844**	**327**	**266**	**265**	**179**	**302**	**280**	**225**
2012 Total	**1,758**	**246**	**249**	**233**	**261**	**244**	**264**	**261**
2011 Total	**1,671**	**202**	**184**	**227**	**253**	**297**	**279**	**229**



WOODBURN
OREGON
Incorporated 1889

Agenda Item

September 9, 2013

TO: Honorable Mayor and City Council

FROM: Scott C. Derickson, City Administrator

SUBJECT: **Public Works Director**

RECOMMENDATION:

That the City Council, pursuant to the Woodburn City Charter, consent to the City Administrator's removal of the Public Works Director.

BACKGROUND:

The City Administrator ended the employment of the Public Works Director without cause on August 28, 2013. The Woodburn City Charter gives the City Administrator this authority and also requires that the City Council give its consent.

FINANCIAL IMPACT:

None.

Agenda Item Review: City Administrator __x____ City Attorney __x____ Finance __x___

WOODBURN
OREGON
Incorporated 1889

Agenda Item

September 9, 2013

TO: Honorable Mayor and City Council through City Administrator

THRU: Scott Russell, Chief of Police

FROM: Nic Wilson, Detective Sergeant

SUBJECT: **Limited On-Premises Sales** Fresca's Mexican Grille

RECOMMENDATION:

The Woodburn City Council recommends that the OLCC approve the **Limited On-Premises Sales** application for Fresca's Mexican Grille.

BACKGROUND:

Applicant: Scott Lassen
30621 SW Ruth St. #5804
Wilsonville, Or 97070
(816) 676-8329

Business: Fresca's Mexican Grille
1001 N. Arney Rd. Ste 626
Woodburn, Or 97071
(503) 982-3822

Owners: Same as Applicant (Above)

License Type: **Limited On-Premises Sales**– which permits beer, wine, cider sales for on-premises and off-premise consumption.

On July 11, 2013, the Woodburn Police Department received an application, requesting approval for a **Limited On-Premises Sales** for Fresca's Mexican Grille, 1001 N. Arney Rd Ste 626, Woodburn, Oregon.

The business will be open Sunday 10:00am to 7:00pm, and Monday through Saturday 10:00am to 9:00pm. This business is a franchise restaurant.

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

There will not be live music, karaoke, video lottery games, or pool tables. There will be recorded music. The Police Department has received no communication from the public or surrounding businesses in support of or against the new outlet.

DISCUSSION:

The Police Department has completed a background investigation, in connection with the OLCC, on the applicant and found nothing of a questionable nature, which would preclude the issuance of this license.

FINANCIAL IMPACT:

None

WOODBURN OREGON Incorporated 1889

Agenda Item

September 9, 2013

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Row, Community Services Director

SUBJECT: **Legion Park Grant Agreement**

RECOMMENDATION:

Authorize the City Administrator to enter into the enclosed Local Government Grant Agreement with the Oregon Parks and Recreation Department. The $277,800 grant was awarded for the Legion Park Rehabilitation Project.

BACKGROUND:

The Community Services Department, working through the Recreation and Park Board, has identified the need to initiate an improvement project at Legion Park. The project includes replacing the Park's aging picnic pavilion and restroom facilities, upgrading the sports field lighting system, thinning trees, expanding lawns, adding paved pathways, removing deteriorated fencing, and installing irrigation in the vicinity of the new pavilion/ restroom facility.

The project meets the funding criteria for the State's Local Government Grant Program, which requires a 40% local match of cash, contributions of materials, and volunteer labor. Oregon State Parks requires that the City Council approve a resolution supporting the grant application.

DISCUSSION:

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

The Community Services Department expect to begin design work this fall, with the most significant construction activities beginning after the 2014 Fiesta Mexicana in early August.

Agenda Item Review: City Administrator __x____ City Attorney __x____ Finance __x___

The Local Government Grant Program awarded the Community Services Department nearly $45,000 in 2012 to construct a new playground at Legion Park. This project is a continuation of the City's recent efforts to rehabilitate Legion Park. The Local Government Grant program, which is funded by State Lottery proceeds, continues to be the strongest source of park development funds available to the City. This project was extremely competitive, ranking 4th out of 35 projects competing for funds in the large grant (greater than $75,000) category.

FINANCIAL IMPACT:

The $277,800 Local Government Grant will be matched with an estimated $185,000 in Parks SDCs.

LOCAL GOVERNMENT GRANT PROGRAM
GRANT AGREEMENT

LG13-004 – Legion Park Rehabilitation

THIS AGREEMENT is made and entered into by and between the State of Oregon, acting by and through the Oregon Parks and Recreation Department, hereinafter referred to as **OPRD**, and the **City of Woodburn,** hereinafter referred to as the "Sponsor."

RECITALS

WHEREAS, under ORS 390.180, the State and Sponsor may enter into an agreement concerning acquisition, development, and or rehabilitation of public outdoor recreation areas and facilities, hereinafter called "Project," and the State may make grants of money to assist the Sponsor in such projects.

WHEREAS, under OAR Chapter 736, Division 6, the Sponsor agrees to comply with the Local Government Grant Program administrative rules.

NOW, THEREFORE, OPRD and the Sponsor agree to the following:

AGREEMENT

1. Effective Date. This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Unless otherwise terminated or extended, the Project shall be completed by **October 31, 2015** ("Project Completion Date"). This Agreement shall expire on the date final payment is made by OPRD.

2. Agreement Documents. This agreement consists of this document and includes the following listed exhibits which are incorporated into this Agreement:

Exhibit A:	**Sponsor's Grant Application**
Exhibit B:	**Progress Report Form**
Exhibit C:	**Request for Grant Reimbursement Form**

In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C.

3. Project Cost. The total cost of the Project is budgeted to be **$463,000**.

4. Grant / Reimbursement. In accordance with the terms and conditions of this Agreement, OPRD shall provide Sponsor **$277,800** or **60 percent** of the total cost of the Project, whichever is less, for the purposes described in Section 6. OPRD shall pay the Grant from monies available through the Local Government Grant Program. Based on the original application budget, **the initial reimbursement rate will be 60 percent**. Upon successful completion of the Project and receipt of the final reimbursement request, the State will pay Sponsor the remaining grant funds balance, or 60 percent of the total Project cost, whichever is less.

5. Matching Funds. The Sponsor Match is projected to be **$185,200**, (or 40 percent). The Sponsor shall contribute matching funds or the equivalent in labor, materials, property, or services, which are shown as eligible match in the rules, policies and guidelines for the Local Government Grant Program.

6. Project: The purpose of this Project is to provide funding assistance to the City of Woodburn for rehabilitation work at Legion Park. The Project will replace an aging picnic pavilion, replace outdated restroom

facilities, construct paved park pathways, rehabilitate the existing sports field lighting system, and provide landscape and irrigation improvements. The Project is further described in the Sponsor's Grant Application, which is Exhibit A attached hereto. Sponsor shall have six-months from the Effective Date of this Agreement to commence substantial work (i.e., for the Sponsor to award contracts for work or show at least 25% of work is complete). Projects not in compliance with this schedule may be cancelled unless OPRD determines, in its sole discretion, that Sponsor has provided to OPRD justification for an extension.

7. Progress Reports. Once work has begun, Sponsor shall report to ORPD on work completed on a quarterly basis as follows:

Period beginning January 1, ending March 31, ... report is due **April 30**.
Period beginning April 1, ending June 30, ... report is due **July 31**.
Period beginning July 1, ending September 30, ... report is due **October 31**.
Period beginning October 1, ending December 31, . .report is due **January 31**.

A progress report giving an accounting of the work accomplished is also required whenever Project reimbursements are requested. Reports must be in the form provided in Exhibit B.

Sponsor must submit a Final Report and final reimbursement request to OPRD within 45 days of the Project Completion Date using the form attached hereto as Exhibit B. The final report shall include a full and final accounting of all expenditures and a description of the work accomplished.

8. Disbursement and Recovery of Grant.

a. Disbursement Generally. OPRD shall disburse up to 75 percent of the Grant Funds to Sponsor on a cost reimbursement basis upon approval of invoices submitted to OPRD. Sponsor may send invoices to OPRD at any time but no more than once per calendar quarter. Invoices must be in the form provided in Exhibit C attached hereto and provide detail indicating the nature of costs to be reimbursed, and all such costs must be directly related to the Project and Project budget as shown in Exhibit A. Invoices must be signed by an authorized representative of Sponsor. Prior to approval of any invoice, all reports due under Section 6 hereof must be complete and provided to and approved by OPRD. OPRD will disburse the final 25 percent of the Grant Funds upon approval by OPRD of the Final Report and the completed Project. OPRD will not be obligated to make final payment to Sponsor until all documentation and reports due under Section 6 hereof are complete and provided to OPRD, including the ID number or vehicle identification number of any equipment purchased by Sponsor, and subject to a final inspection and approval of the Project by OPRD.

b. Allowable Costs. The Grant is for the Project and shall not be used for any other purpose. No Grant funds will be disbursed for any changes to the Project unless such changes are approved by OPRD by Amendment pursuant to section 13.b hereof. Sponsor shall not use any Grant Funds for administration, overhead or indirect costs, whether or not related to this Agreement.

c. Conditions Precedent to Disbursement. OPRD's obligation to disburse Grant moneys to Sponsor under this Agreement is subject to satisfaction, with respect to each disbursement, of each of the following conditions precedent:

i. OPRD has received sufficient funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow OPRD, in the exercise of its reasonable administrative discretion, to make the disbursement.

ii. No default as described in section 11 has occurred.

iii. Sponsor's representations and warranties set forth in section 8 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.

iv. Sponsor shall provide OPRD a copy of all necessary federal, state and local permits required for the Project.

d. Recovery of Grant Moneys. Any Grant moneys disbursed to Sponsor under this Agreement that are expended in violation or contravention of one or more of the provisions of this Agreement ("Misexpended Funds") or that remain unexpended on the earlier of termination or expiration of this Agreement must be returned to OPRD. Sponsor shall return all Misexpended Funds to OPRD promptly after OPRD's written demand and no later than 15 days after OPRD's written demand. Sponsor shall return all Unexpended Funds to OPRD within 14 days after the earlier of expiration or termination of this Agreement.

9. Representations and Warranties of Sponsor. Sponsor represents and warrants to OPRD as follows:

a. Organization and Authority. Sponsor is a:

[X] Municipal agency

[ ] Other Governmental Entity (regional government, port district, special district, etc.)

duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant. Sponsor has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Sponsor of this Agreement (1) have been duly authorized by all necessary action of Sponsor and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Sponsor's Articles of Incorporation or Bylaws (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Sponsor is a party or by which Sponsor or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Sponsor of this Agreement.

b. Binding Obligation. This Agreement has been duly executed and delivered by Sponsor and constitutes a legal, valid and binding obligation of Sponsor, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.

c. Use of Project property: Sponsor further warrants that the land within the project boundary described in Exhibit A shall be dedicated and used for a period of no less than 25 years from the completion of the Project. Sponsor agrees to not change the use of, sell, or otherwise dispose of the land within the Project boundary, except upon written approval by OPRD. Leases for projects placed on federally owned property must be at least 25 years.

If the Sponsor converts lands within the Project boundary to a use other than as described in the grant application or disposes of such land by sale or any other means, the Sponsor must provide replacement property acceptable to OPRD within 24 months of either the conversion or the discovery of the conversion.

If replacement property cannot be obtained within the 24 months, the Sponsor will provide payment of the grant program's prorated share of the current fair market value to the State. The prorated share is that percentage of the original grant (plus any amendments) as compared to the original project cost(s). The replacement property must be equal to the current fair market value of the converted property, as determined by an appraisal. The recreation utility of the replacement property must also be equal to that of the lands converted or disposed.

If conversion should occur through processes outside of the Sponsor's control such as condemnation or road replacement or realignment, the Sponsor will be required to pass through to the State that prorated

share of whatever consideration is provided to the Sponsor by the entity that caused the conversion. The monetary value of whatever consideration provided by the taking will normally consist of the fair market value of the property established by an appraisal.

The warranties set forth above are in addition to, and not in lieu of, any other warranties set forth in this Agreement or implied by law.

10. Certain Covenants of Sponsor. Sponsor shall:

a. Grant Funds. Vigilantly safeguard the Grant moneys received hereunder and maintain financial controls sufficient to protect such moneys and ensure that the Grant moneys are used solely for purposes of the Project;

b. Completion. Complete the Project on or before the expiration date of this Agreement and submit a final report for the Project to OPRD in accordance with Section 6 hereof.

c. Publicity. Sponsor shall make every effort to acknowledge and publicize ORPD's participation and assistance with the project. Sponsor agrees to place signs at the Project location acknowledging ORPD's grant program support. Sponsor also agrees to maintain the signs throughout the life of the project. State may withhold final reimbursement payment until signage has been placed.

d. Public Access to Project: The Sponsor shall allow open and unencumbered public access to the completed Project to all persons without regard to race, color, religious or political beliefs, sex, national origin, or place of primary residence.

11. Records Maintenance and Access.

a. Access to Records and Facilities. OPRD, the Secretary of State of the State of Oregon (Secretary) and their duly authorized representatives shall have access to the books, documents, papers and records of Sponsor that are directly related to this Agreement, the Grant moneys provided hereunder, or the Project for the purpose of making audits and examinations. In addition, OPRD, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Sponsor shall permit authorized representatives of OPRD and the Secretary to perform site reviews of all services delivered as part of the Project.

b. Retention of Records. Sponsor shall retain and keep accessible all books, documents, papers, and records, that are directly related to this Agreement, the Grant moneys or the Project for a minimum of six (6) years, or such longer period as may be required by other provisions of this Agreement or applicable law, following the expiration date. If there are unresolved audit questions at the end of the three-year period, Sponsor shall retain the records until the questions are resolved.

c. Expenditure Records. Sponsor shall document the expenditure of all Grant moneys disbursed by OPRD under this Agreement. Sponsor shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit OPRD to verify how the Grant moneys were expended.

12. Default. Sponsor shall be in default under this Agreement upon the occurrence of any of the following events:

a. Sponsor fails to perform, observe, or discharge any of its covenants, agreements, or obligations set forth herein.

b. Any representation, warranty or statement made by Sponsor herein or in any documents or reports relied upon by OPRD to monitor implementation of the Project, the expenditure of Grant moneys or the performance by Sponsor is untrue in any material respect when made;

c. Sponsor (i) applies for or consents to the appointment of, or taking of possession by, a receiver, custodian, trustee, or liquidator of itself or all of its property, (ii) admits in writing its inability, or is generally unable, to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, (v) commences a voluntary case under the Federal Bankruptcy Code (as now or hereafter in effect), (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the Bankruptcy Code, or (viii) takes any action for the purpose of effecting any of the foregoing; or

d. A proceeding or case is commenced, without the application or consent of Sponsor, in any court of competent jurisdiction, seeking (i) the liquidation, dissolution or winding-up, or the composition or readjustment of debts, of Sponsor, (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Sponsor or of all or any substantial part of its assets, or (iii) similar relief in respect to Sponsor under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of sixty consecutive days, or an order for relief against Sponsor is entered in an involuntary case under the Federal Bankruptcy Code (as now or hereafter in effect).

e. **Remedies upon Default.** If Sponsor's default is not cured within 30 calendar days of written notice thereof to Sponsor from OPRD or such longer period as OPRD may authorize in its sole discretion, OPRD may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant moneys, payment of interest earned on the Grant moneys, and declaration of ineligibility for the receipt of future grant awards from OPRD. If, as a result of Sponsor's default, OPRD demands return of all or a portion of the Grant moneys or payment of interest earned on the Grant moneys, Sponsor shall pay the amount upon OPRD's demand.

13. TERMINATION

a. **Termination for Convenience.** Either party may terminate this Agreement at any time prior to the expiration date of this Agreement upon 15 days notice to the other party. Neither party shall incur any new obligations for the terminated portion of this Agreement and shall cancel as many obligations as possible immediately upon receipt of notification from the other party. Payment in full shall be allowed for the non-cancelable obligations properly incurred up to the effective date of the termination. All Unexpended Funds shall be returned to OPRD within 14 days of termination.

b. **OPRD Termination.** OPRD may terminate this Agreement:

i. Immediately upon written notice to Sponsor, if OPRD does not obtain sufficient funding and expenditure authorizations to allow OPRD to meet its payment obligations under this Agreement.

ii. Immediately upon written notice to Sponsor if state or federal laws, regulations, or guidelines are modified, changed or interpreted in such a way that OPRD does not have the authority to provide Grant moneys for the Project or no longer has the authority to provide the Grant moneys from the funding source it had planned to use.

iii. Upon 30 calendar days advance written notice to Sponsor, if Sponsor is in default under this Agreement and such default remains uncured at the end of said 30 day period or such longer period, if any, as OPRD may specify in the notice.

14. GENERAL PROVISIONS

a. Indemnification. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Sponsor shall indemnify, defend (subject to ORS chapter 180), and hold harmless the State of Oregon and OPRD and their officers, employees, and agents from all claims, suits, actions, loses, damages, liabilities, costs and expenses of any nature, resulting from, arising out of or relating to the activities of the Sponsor or Sponsor's officers, employees, sub-contractors, or agents under this Agreement.

b. Amendments. This Agreement may be amended or extended only by a written instrument signed by both parties. A request for an extension of the Project Completion Date for a six month period may be granted if requested by Sponsor in writing at least 30 days prior to the Project Completion Date and the request includes a compelling need, as determined in OPRD's sole discretion, for the extension.

c. Participation in Similar Activities. This Agreement in no way restricts Sponsor or OPRD from participating in similar activities with other public or private agencies, organizations, or individuals.

d. Duplicate Payment. Sponsor is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual. All sponsor matching contributions must be used and expended for this project only and within the Project period.

e. No Third Party Beneficiaries. OPRD and Sponsor are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as intended beneficiary of the terms of this Agreement.

f. Notices. Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid to Sponsor or OPRD to the applicable Principal Contact at the address or number set forth below, or to such other addresses or numbers as either party may indicate pursuant to this section. Any communication or notice so addressed and mailed shall be effective five (5) days after mailing. Any communication or notice delivered by facsimile shall be effective on the day the transmitting machine generates a receipt of the successful transmission, if transmission was during normal business hours of the Sponsor, or on the next business day, if transmission was outside normal business hours of the Sponsor. Any communication or notice given by personal delivery shall be effective when actually delivered.

OPRD:
Oregon Parks and Recreation Department
Local Government Grant Program Coordinator
725 Summer Street NE, Suite C
Salem, OR 97301
Phone: 503-986-0591
Fax: 503-986-0794
Email: mark.cowan@state.or.us

Sponsor:
City of Woodburn
Jim Row
270 Montgomery Street
Woodburn, OR 97071
Phone: 503-982-5265
Fax: 503-980-2448
Email: jim.row@ci.woodburn.or.us

329
330 **g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and
331 construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law.
332 Any claim, action, suit or proceeding (collectively, "Claim") between OPRD (or any other agency or department
333 of the State of Oregon) and Sponsor that arises from or relates to this Agreement shall be brought and conducted
334 solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this
335 section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign
336 immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the
337 United States or otherwise, from any Claim or from the jurisdiction of any court. EACH PARTY HEREBY
338 CONSENTS TO THE EXCLUSIVE JURISDICTION OF SUCH COURT, WAIVES ANY
339 OBJECTION TO VENUE, AND WAIVES ANY CLAIM THAT SUCH FORUM IS AN
340 INCONVENIENT FORUM.
341
342 **h. Compliance with Law.** Sponsor shall comply with all federal, state and local laws, regulations,
343 executive orders and ordinances applicable to the Agreement or to the implementation of the Project. Without
344 limiting the generality of the foregoing, Sponsor expressly agrees to comply with the following laws, regulations
345 and executive orders to the extent they are applicable to the Agreement or the implementation of the Project: (a)
346 all applicable requirements of state civil rights and rehabilitation statutes, rules and regulations, (b) Titles VI and
347 VII of the Civil Rights Act of 1964, as amended, (c) Sections 503 and 504 of the Rehabilitation Act of 1973, as
348 amended, (d) the Americans with Disabilities Act of 1990, as amended, and ORS 659A.142, (e) Executive
349 Order 11246, as amended, (f) the Health Insurance Portability and Accountability Act of 1996, (g) the Age
350 Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended,
351 (h) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, (i) all regulations and
352 administrative rules established pursuant to the foregoing laws, and (j) all other applicable requirements of
353 federal civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders
354 are incorporated by reference herein to the extent that they are applicable to the Agreement or the Project and
355 required by law to be so incorporated. Sponsor shall not discriminate against any individual, who receives or
356 applies for services as part of the Project, on the basis of actual or perceived age, race, creed, religion, color,
357 national origin, gender, disability, marital status, sexual orientation, alienage or citizenship. All employers,
358 including Sponsor, that employ subject workers who provide services in the State of Oregon shall comply with
359 ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt
360 under ORS 656.126.
361
362 **i. Severability.** If any term or provision of this Agreement is declared by a court of competent
363 jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not
364 be affected, and the rights and obligations of the parties shall be construed and enforced as if this Agreement did
365 not contain the particular term or provision held to be invalid.
366
367 **j. Assignment of Agreement, Successors in Interest.** Sponsor shall not assign or transfer any
368 interest in this Agreement, enter into any subcontracts, or subgrant any Grant moneys, without the prior written
369 approval of OPRD. Any such assignment, transfer, subcontract, or subgrant, if approved, is subject to such
370 conditions and provisions, as OPRD may deem necessary, including without limitation that, for any portion of
371 the Project awarded by Sponsor to a contractor, Sponsor shall provide to OPRD a copy of the contractor's
372 performance bond in the amount of the contract issued by a surety company authorized to do business in
373 Oregon. No approval by OPRD of any assignment, transfer, subcontract or subgrant shall be deemed to create
374 any obligation of OPRD in addition to those set forth in this Agreement nor will OPRD's approval of an
375 assignment, transfer, subcontract or subgrant relieve Sponsor of any of its duties or obligations under this
376 Agreement.
377
378 **k. Survival.** All rights and obligations shall cease upon termination or expiration of this Contract,
379 except for the rights and obligations set forth in Sections 6, 8, 10, 13.a, 13.e, 13.g, 13.k and 13.l.
380
381 **l. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire
382 agreement between the parties on the subject matter hereof. There are no understandings, agreements, or
383 representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either

party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Sponsor, by the signature below of its authorized representative, hereby acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS THEREOF: the parties hereto have caused this agreement to be properly executed by their authorized representatives as of the day and year hereinafter written.

Sponsor:

By:_____
Sponsor Signature

_____
Printed Name

_____
Title

_____
Date

ORPD Grant Program:

By:_____
Local Government Grants Program Coordinator

_____
Date

_____
Grants Division Manager

_____
Date

STATE of OREGON, acting by and through its State Parks and Recreation Department

By:_____
Roger Roper, Assistant Director, OPRD

_____
Date

Oregon Department of Justice
Approved for legal sufficiency
(when Grant amount exceeds $150,000)

By:_____AAG Keith L. Kutler_____

_____by email on August 26, 2013_____
Date

Grant Application for

Legion Park Rehabilitation

Contact

Sponsor Name:
City of Woodburn

First Name:
Jim

Last Name:
Row

Address 1:
270 Montgomery Street

Address 2:

City:
Woodburn

State:
OR

Zip Code:
97071

Contact Phone:
503-982-5265

Contact Fax:
503-980-2448

Contact Email:
jim.row@ci.woodburn.or.us

Federal Tax ID:
93-6002282

Project

Project Name:
Legion Park Rehabilitation

Funds Requested:
$277,800.00

Matching Funds:
$185,200.00

Total Cost:
$463,000.00

Brief Project Description should be a concise overview of the project elements limited to 40 words or less. :

Brief Project Description:
The Legion Park Rehabilitation Project will replace an aging picnic pavilion, replace outdated restroom facilities, construct paved park pathways, rehabilitate the existing sports field lighting system, and provide landscape and irrigation improvements to Woodburn's oldest park.

Enter estimated start and end dates below. :

Start Date:
September 3, 2013

End Date:
October 31, 2014

Percent of Grant:
0.600000000000000

Percent of Match:
0.400000000000000

Site Name:
Legion Park

Site Acreage:
15.71

Site Town - City:
Woodburn

Site County:
Marion

Site Description:
Legion Park is a 15.71 acre site that has been in Woodburn's park system since the 1950's. It is located between Park Avenue and State Highway 214 and is bordered by Mill Creek on the west. The site is quite level and contains an old pavilion and picnic area, soccer/football field, grandstands, restrooms, and a natural area with a large stand of mature fir trees. At the time of application, no playground exists, however, a nature play area was funded by the Local Government Grant program in 2012 and is scheduled for installation in May 2013.

Land Control:
Fee Simple

Latitude:
45.148327101100001

Longitude:
-122.843624353000000

—-

Finance

Are the combined costs for administration, land use permits, design and engineering, pre-agreement planning 15% or less of your total project costs? :
Yes

PARTNERSHIPS & FISCAL CONSIDERATION (10 Points):

Are funds budgeted for the project? What is the source of local matching funds? How firm is your local match, have matching funds been committed to this project by your council, board or commission? Your Resolution to Apply must include a commitment of available local matching funds to support your answer.:
Yes. Local matching funds will be provided by the City's Parks & Recreation System Development Charges. Additional cash and in-kind support is being considered by the Ford Institute Leadership Program.

What is the local commitment to the project from the local community through donations? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, or private sponsorship support letters to demonstrate commitment of donations.:
This project is strongly supported by the community and the Park Board has listed this project as a top priority for 2013. Additional cash and in-kind support is being considered by the Ford Institute Leadership Program. Also, the French Prairie Kiwanis Club has adopted the park and is interested in providing volunteers and support, as needed. The Woodburn Kiwanis Club contributed $1,250 to the Legion park Playground Project and will consider a contribution to this project, as well. Letters of support are attached.

To what extent does the project involve funding from other agencies or groups? Is funding from other agencies or groups guaranteed? If you have any grants listed as match in your budget, what is the status of each grant? If pending, where are you in the process with each grant? Provide documentation of funding from other agencies, groups, or grant resources.:
There are no other grants or pending applications for this project.

To what extent has enough money been budgeted to successfully complete the project? Please describe how budget estimates were compiled.:
City Council has committed the necessary matching funds to ensure the completion of this project. Please see the attached Council Resolution.

Is all described match available at the time of application?:
Yes

Supplemental

Did you attend the 2013 Local Government Grant Workshop or participate in the 2013 Local Government Grant Webinar?:
Yes

PROGRAM NARRATIVE:

Describe all elements of the project, the need for assistance and project objectives. Describe problems or desires that led to project being selected, who will do the work and who will provide supervision. Describe any facilities to be constructed, existing facilities which are to be renovated, removed or demolished. Describe the present development on the site and how proposal fits in with future development.:
The Community Services Department, working through the Recreation and Park Board, has identified the need to initiate improvements identified in the 2003 Legion Park Master Plan. A significant component of this project includes replacing Legion Park's aging picnic pavilion and deteriorated restroom facilities with a new 67' X 28' pavilion/ restroom building. This project also includes moderate tree thinning/ limb removal, landscape and turf improvements, asphalt walking paths, removal of deteriorated park fencing, removal of RV style electrical hookups to provide centralized electrical service, sports field lighting rehabilitation, and an irrigation system for the lawn in the vicinity of the pavilion/ restroom facility. The 2009 Parks and Recreation Master Plan describes the need for renovations to Legion Park and lists it as a priority to be completed in the 2013–2016 planning horizon. The Recreation and Park Board has listed the rehabilitation of Legion Park to be a high priority for 2013. The Local Government Grant Program awarded the Community Services Department nearly $45,000 in 2012 to construct a new archeological/ nature play area at Legion Park. This project is a significant step in our efforts to rehabilitate the park, consistent with the recommendations of the Legion Park Master plan. This proposal continues our rehabilitation efforts and adds valuable amenities that have been successful in other parks in our community. One of the main motivations for this project is the need to provide modern picnic and restroom facilities. The current structure has been damaged by falling trees and repaired multiple times, and has reached the end of its life expectancy. It is not adequately accessible and no longer meets the needs of park users. The new pavilion will be relocated and reoriented to reduce the risk of future damage. Park restrooms are currently about 100 yards from the pavilion under an old football stadium, are not adequately accessible and do not meet current ADA standards. Over the last four years, the City has achieved success with the development of trails within our parks system. The more than two miles of trails that were recently constructed in the Mill Creek Greenway and in Centennial Park are very well used by citizens, the school district, and other groups for special events. In 2008, trails were identified by community stakeholders in the parks and recreation master planning process to be a weakness that should be addressed. If funded, the Legion Park project will add 0.4 miles of fully accessible hard surface trail that will connect the picnic area with the playground, turf, and wooded areas of the park providing increased close to home recreation opprtuinites for a wide range of age groups. Turf improvements to the park include re-grading the open lawn area near the pavilion to drain away from the building, adding irrigation near the pavilion, moderate tree

thinning and the removal of undergrowth to make way for new turf, and adding shade tolerant grass to areas under the mature fir canopy. The addition of new turf areas will create a brighter park atmosphere, increase open play areas, and promote physical activity. The removal of deteriorated park fencing and RV style electrical hookups will greatly increase park aesthetics and accessibility to the athletic field. Overall this project will provide a variety of added amenities that will increase accessibility and utilization of Legion Park.

TIMELINESS:

Is there an immediate need or threat of facility closure because of non-compliance with state and federal laws? Describe any actions under consideration that could result in a lost opportunity or facility becoming unavailable for public use. Is there a threat to losing the available local match or the ability of local project sponsor not being able to complete the project within 2 years?:
No, there is no threat of facility closure or actions under consideration that could threaten the future availability or use of the park. Local matching funds will be provided by the City's Parks & Recreation System Development Charges. Since these are dedicated funds, there is no threat to the availability of project funding.

FIRST TIME AWARD:

Have you ever received funding from any of the grant programs administered by Oregon Parks and Recreation Department?:
Yes

ACTIVE GRANT PERFORMANCE AND COMPLIANCE:

Are you on schedule and in compliance with all active grant projects awarded by OPRD?:
Yes

PAST GRANT PERFORMANCE AND COMPLIANCE:

Are you in compliance with applicable guidelines at previously assisted project sites? (No unresolved conversions, overhead utility lines, maintenance issues and open to the public) Please describe your performance on grants previously awarded by OPRD. Were quarterly progress reports submitted? Were funds expended and project complete by the project deadline? Do you have an OPRD grant acknowledgement sign posted at all grant assisted sites? Please describe deficiencies, if any.:
The City has always has maintained compliance with the OPRD grants it has managed. Progress reports have always been submitted, funds expended properly and acknowledgement signs posted, as required.

ACCESSIBILITY COMPLIANCE:

Does your agency have a board or city council adopted/approved ADA Transition Plan and/or Self Certification? If no, please contact the Grant Program Coordinator.:
Yes

What is the topography of the project site (flat, hilly, rough or uneven terrain, etc.)?:
Flat

What is the surface of existing or proposed parking areas?:
Asphalt

How many parking spaces are (or will be) allocated for people with disabilities?:
4

What is the slope and surface of any roads or trails that will be used as accessibility routes to various parts of the park?:
0-2%

How will your proposed development or rehabilitation projects be made accessible?:
All features of the project will be designed and constructed in compliance with the requirements of the Americans with Disabilities Act. Access to the picnic pavilion/ restroom structure will be via a flat asphalt pathway.

How does your agency address special accessibility concerns/needs for people with sight or hearing impaired disabilities?:
The City of Woodburn's policy is to consistently provide accessible services, activities, and facilities to the public. If requests for accommodations are made, the City provides information and access to services, meetings and events for all sight and hearing impaired individuals. This can include providing staff support for individuals expressing a specific need. The City's ADA notice and procedures document is also available online and in print format.

Does you agency have the latest Americans with Disabilities Act Accessibility Guidelines: Recreation Facilities?:
Yes

READINESS TO PROCEED - LAND USE/PLANNING STATUS:

Have you submitted with this application a signed Land Use Compatibility Statement?:
Yes

Are construction or concept plans completed and will you attach a copy with this

application?:
Yes

List potential permits and status of permit applications that may be required for proposed project that you do not have in hand (i.e. Corps of Engineers, Division of State Land, Building Permits, etc.) Describe any possible delays or challenges that could occur in receiving permits.:
This project will only require building, electrical, mechanical and plumbing permits, as well as a DEQ 1200 C Permit. These reviews and permits are not anticipated to cause any delays to the project. The project does not impact wetlands or waterways and will not require environmental permits.

SCORP CRITERIA (5 Points):

How does the project meet the goals and objectives identified in SCORP? How does the project promote activity and health of older adults? How does the project encourage youth to be physically active? How does the project support outdoor youth program activities? How does your project connect youth with nature? Does this project address Oregon's physical activity crisis?:
This project encourages physical activity by both youth and older adults by providing increased picnic, walking, bird watching, and passive recreation opportunities. The addition of a loop pathway to Legion Park will provide walking and running opportunities throughout the park that don't currently exist. Pathways that were recently constructed at Centennial Park and as a part of the Mill Creek Greenway Trail project have proven to be extremely popular and well used. Since Legion Park is within a walkable distance to several multi-family residential housing units, we anticipate the newly developed pathways will be very well used as well. The new pathways will connect to the archaeological nature play area that will be installed in May 2013. This project also provides significantly upgraded picnicking facilities. The removal of fencing surrounding the existing soccer field at Legion Park, along with improvements to the field lighting system will facilitate increased soccer play. The improved lighting system will permit usage after dark.

Does the project include a nature play area?:
No

SCORP - Needs Assessment:
Close to Home

SCORP Statewide Need:
Non-Motorized Trails|Picnicking/day use and facilities|Sports and Playfields

SCORP County Level Need:
Picnicking/day use and facilities| Sports and Playfields

SCORP Diverse Population:

LOCAL NEEDS & BENEFITS (30 Points):

Is the project identified in a park and recreation master plan, city or county comprehensive plan, trails master plan, transportation system plan or a bicycle and pedestrian plan?:
Park and Recreation Master Plan|Comprehensive Plan|Trails Master Plan

If 'None of the Above' or 'Other' was checked in the previous question, describe how and why was this project identified as a high priority. Describe to what extent the project will satisfy local or regional recreational needs. Please upload documents in the Attachments tab to support your answer. For example, meeting notes, park assets table, or any documentation supporting that this project has been identified as a high priority need in your community.:

If you have a current local planning document, to what extent will the project satisfy local or regional recreation needs as identified in in that planning document?:
The City's 2009 Parks and Recreation Master Plan identifies this project as high priority. The project is consistent with Goals 7 (provide Equitable Level of Service in Existing Parks) and 8 (Plan for Community Growth) of the Woodburn Parks and Recreation Master Plan that listed "Renovate Legion Park according to the established master plan" as the first Recommended Priority for 2013-2016. The project will be completed in a manner that is consistent with the 2003 Legion Park Master Plan. This project also addresses the recommendations of the 2006 Mill Creek Greenway Master Plan by constructing a trail in Legion Park that will connect to the Greenway Trail once it is built out to that area.

To what extent will the project improve or increase the outdoor recreation opportunities in the local community?:
This project will go a long way toward increasing recreational opportunities in Woodburn; specifically in the northeaster section of Woodburn where Legion Park is located. Decades ago, Legion Park had vibrant and well used facilities. However, those facilities have fallen into disrepair, and are no longer well used. In some cases, deteriorated facilities have even been removed. A previous project will provide an archeologically themed nature play area in May 2013 to replace the deteriorated playground that was removed nearly 10 years ago. The current project will rehabilitate the picnic pavilion and restroom facilities, provide a loop trail, expand the Park's turf areas, provide irrigation and improved soccer field lighting. This project will help restore Legion Park as a vibrant hub for recreational activity in Woodburn.

Does the project provide a new or different recreation opportunity that is not currently offered in your jurisdiction or service area?:
No

PUBLIC INVOLVEMENT (20 Points):

Describe any public involvement efforts that led to the selection of the project including citizen involvement through public workshops, public meetings surveys

and local citizen advisory committees during the project's planning process. Please upload supporting documentation in the Attachments tab. For example, letters of support, workshop information, meeting notices, citizen advisory committee information, surveys used, etc.:
There was as significant amount of public involvement in the development of the 2003 Legion Park Master Plan. The Project also benefitted from extensive public input during the 2009 Woodburn Parks Master Plan Update process. Four focus group meetings with 50 participants and two open public forums were conducted. A community survey of randomly-selected households was conducted with 349 responses. Additionally, a series of individual discussions took place with community partners to achieve in-kind commitments. This includes a Woodburn Charter School (Arthur Academy; operated by Mastery Learning Associates), Immanuel Lutheran Church, Woodburn Worship Center and the Lincoln Street Neighbors group. The 2006 Mill Creek Greenway Master Plan was developed over the course of 2 ½ years, involved a 15-person Mayor-appointed task force, and made recommendations specifically related to Legion Park. The Legion Park Master Plan was also developed with significant community involvement, including work with multiple stakeholder groups, the Recreation & Park Board, and City Council. The Project has been the subject of regular discussions at Woodburn Parks and Recreation Board meetings. The January 2013 annual Board planning workshop established priorities for 2013 and this project was designated as a top priority for the year.

OVERALL SITE SUITABILITY (15 Points):

To what extent is the site suitable for the proposed development? Describe the extent to which the site or project design minimizes negative impacts on the environment and surrounding neighborhood.:
As an existing, yet underdeveloped park, Legion Park is a very suitable site for this project. The project will not adversely impact the natural environment or surrounding neighborhoods. Legion Park is a beautifully wooded site that hosts a wide variety of activities, uses, and events. In fact, Legion Park hosts the 50 year old "Woodburn Fiesta Mexicana" event each August. The park is an ideal location for the event, which was awarded the Oregon Festival & Event Association's "Cultural Event of the Year Award" in 2010. This event, and every other activity that occurs in Legion Park will benefit from the improvements provided by this project.

Sustainability means using, developing, and protecting resources in a manner that enables people to meet current needs and provides that future generations can also meet future needs, from the joint perspective of environmental, economic and community objectives. To what extent does the project design result in a well-designed, managed and sustainable facility?:
The design of this project is consistent with the manner in which similar City Parks and picnic facilities are designed. The City's Parks Maintenance Supervisor was involved in the development of the project and has ensured that was designed to be easy to maintain and incorporated into the City's regular parks & grounds maintenance program.

NEED FOR MAJOR REHABILITATION OF EXISTING OUTDOOR RECREATION FACILITIES (20 Points):

Please please check all that apply.:
The recreation area or facility is beyond its normal life expectancy.|The recreation area or facility does not meet requirements of the Americans with Disabilities Act.|Changing recreational needs (e.g. changes in demographics with in the service area) dictate a change in the type of recreation area or facility required.

Please list the specific facilities that are in need of rehabilitation. Upload photos in the Attachments tab showing the facilities in need of rehabilitation. (Photos are required in order to receive rehabilitation points):
This project will provide a major rehabilitation of the existing picnic pavilion and restroom facilities. These structures are at least 30 years old and have deteriorated significantly. This project will greatly enhance the usability of these facilities and of the Park in general. Because of its picturesque setting, Legion Park is a popular location for private picnics, family reunions, and public events. The rehabilitation of these key facilities will enhance and increase the use of the park for these purposes.

If only part of the project is rehabilitation, approximately what percentage of the project is rehabilitation?:
65%

Please explain extenuating circumstances, if any, which have led to the need for major rehabilitation of the facility.:
N/A

LONG TERM COMMITMENT TO MAINTENANCE (15 Points):

Explain how your plan to continue area/facility operation and maintenance after the project is complete by providing the following information: :

a) How will the project's future maintenance be funded? Your Resolution to Apply should address funding for on-going operation and maintenance for this project.:
The City's parks maintenance program is included in the General Fund budget. The attached Resolution to Apply includes a statement describing the City's commitment to funding on-going operations and maintenance for the project. The City recently completed a parks, facilities & grounds maintenance bench-marking assessment. Utilizing APPA & NRPA standards, the project resulted in a detailed plan for maintaining the City's facilities. The plan allows the City to easily quantify the resources necessary to maintain existing and proposed facilities, and plan accordingly.

b) How much do you expect to spend annually or number of hours needed to maintain? :
The 2012-2013 total parks maintenance budget is $525,000. The City spends approximately $4,500 per acre maintaining Legion Park, or $71,000 for the entire site. The parks maintenance division includes four full time maintenance personnel and

approximately one FTE in part time/ seasonal workers. It is estimated that maintenance personnel will spend approximately 1,300 hours per year maintaining Legion Park. The City of Woodburn has developed a 5 tiered maintenance program for its parks, with level 1 parks receiving the highest level of maintenance. Legion Park is currently a Level 1 park, because it includes highly manicured sports fields and is used heavily by the public. Level 1 parks receive regular mowing and a high degree of playground and specialty area maintenance.

c) What degree of commitment do you have? Provide documentation such as letters of support from volunteer organizations, cooperative agreements, donations, private sponsorship support letters, or signed memoranda of understanding to demonstrate commitment to maintenance. :
This project is strongly supported by City leaders and members of the Woodburn community. Legion Park has been adopted by the French Prairie Kiwanis Club. Members regularly commit their time and effort toward maintaining and improving the park. Letters of support and the Kiwanis Club's Adopt-A-Park agreement are attached to the application.

ENVIRONMENTAL ASSESSMENT:

Have you completed a copy of the Local Government Grant Environmental Assessment and Checklist form to be submitted with this application?:
Yes

Have you solicited comments from the Natural Resource Agencies listed in the manual?:
Yes

Grant Funding Request: $277,800.00

Source of Funds	Amount
Park SDCs	$185,200.00

Total Match for Sponsor: $185,200.00

Total Project Cost: $463,000.00

Project Budget Worksheet

Expense	Amount
Design/ Construction Engineering	$34,200.00
Permitting	$10,000.00
Mobilization/ Excavation	$37,000.00
Demolition	$9,000.00
Utilities	$27,000.00
Landscaping/ Irrigation	$48,000.00
Restroom/ Picnic Pavilion	$200,000.00
Pathways/ Sidewalks	$46,000.00
Sport Field Lighting Improvements	$36,000.00
Tables, Benches, Trash Receptacles	$10,000.00
Pre-Agreement Planning Costs	$5,800.00

Total Project Cost:	$463,000.00
Grant Funds Requested:	$277,800.00
Total Match for Sponsor:	$185,200.00

As an authorized representative of City of Woodburn, I certify that the applicant agrees that as a condition of receiving Local Government Grant Program assistance, it will comply with all applicable local, state and federal laws. This application has been prepared with full knowledge of and in compliance with the Oregon Administrative Rules Chapter 736, Division 6, for the Distribution of State Funding Assistance to Units of Local Government for Public Parks and Recreation and OPRD's Procedures Manual for the program. I also certify that to my best knowledge, information contained in this Application is true and correct. I will cooperate with OPRD by furnishing any additional information that may be requested in order to execute a State/Local Agreement, should the project receive funding assistance.

Oregon
John A. Kitzhaber, MD, Governor

Parks and Recreation Department
State Historic Preservation Office
725 Summer St NE, Ste C
Salem, OR 97301-1266
(503) 986-0690
Fax (503) 986-0793
www.oregonheritage.org

June 19, 2013

Mr. Mark Cowan
OPRD
~~725 Summer St NE STE C~~
Salem, OR 97301

RE: SHPO Case No. 13-0904
OPRD LGPL-13-04 Legion Park Rehab Proj
FOE/replace picnic pavilion & restroom, construct new pathway
OPRD/City of Woodburn
5S 1W 8, Woodburn, Marion County

Dear Mr. Cowan:

Our office recently received a request to review the proposal for the project referenced above. In checking our statewide cultural resource database, I find that there have been no previous cultural resource surveys completed near the proposed project area. However, the project area lies within an area generally perceived to have a high probability for possessing archaeological sites and/or buried human remains.

While not having sufficient knowledge to predict the likelihood of cultural resources being within your project area, extreme caution is recommended during future ground disturbing activities. ORS 358.905 and ORS 97.740 protect archaeological sites and objects and human remains on state public and private lands in Oregon. If any cultural material is discovered during construction activities, all work should cease immediately until a professional archaeologist can assess the discovery. If your project has a federal nexus (i.e., federal funding, permitting, or oversight) please coordinate with your federal agency representative to ensure that you are in compliance with Section 106 of the NHPA.

If you have any questions about my comments or would like additional information, please feel free to contact our office at your convenience. In order to help us track your project accurately, please be sure to reference the SHPO case number above in all correspondence.

Sincerely,

Dennis Griffin

Dennis Griffin, Ph.D., RPA
State Archaeologist
(503) 986-0674
dennis.griffin@state.or.us

PROGRESS REPORT FORM
LOCAL GOVERNMENT GRANT PROGRAM
QUARTERLY ☐ FINAL ☐

Date: _____

Project Name: _____

Project Number: _____

Project Sponsor: _____

Date of Project Approval: _____ Date Work Started: _____

Describe Work Completed This Quarter:

Describe Any Problems or Delays:

Percentage of Project Completed to Date: _____ %

Report Completed By: _____

Title: _____

STATE OF OREGON PARKS AND RECREATION DEPARTMENT
REQUEST FOR GRANT REIMBURSEMENT

Grant Type	☐ LWCF	☐ ATV	☐ RTP	☑ Local Gov.	☐ RV ☐ Veteran's
Project Sponsor:			Project #		
Project Name:					
Date Work Started:	Billing Period:			to	
Date of Approval:			Billing#	Billing: ☐ Partial ☐ Final	

Project / Grant Summary (Per Agreement)	
Total Project Cost	$
Sponsors Match Percentage	%
Sponsors Contributions	$
Grant / Maximum State Reimbursement	$

Comments:

DETAIL PROJECT COSTS

TYPE OF EXPENSE	Costs Incurred This Period	Cost Previously Billed	Total Project Costs to Date
Salaries and Wages (Agency Force Account)			
Contract Payments			
Equipment Rental (Owned/Outside)			
Materials and Supplies			
Consultant Services (Design/Engineering)			
Value of Approved Donations (Donated labor, materials and equipment)			
Approved Pre-Agreement Costs			
Real Property Costs			
Other			
Other			
Other			
Other			
Other			
A. TOTAL PROJECT COSTS			
B. Less Costs in Excess of Agreement			
C. TOTAL ELIGIBLE COSTS			
D. Sponsor Match (Multiply C by Required Match %)			
E. TOTAL REIMBURSEMENT REQUEST (C minus D = E)			

Documentation Supporting Expenditures and Match will be required for every Reimbursement.

I certify that this billing is correct and is based on actual costs incurred and can be supported with documentation on file with the sponsor.

I also certify that the work and services which have been performed to date are in accordance with the approved project agreement including amendments thereto; and that this Sponsor has complied with all applicable State and local statutes.

I agree to retain records pertaining to this billing for six years past the project completion date.

I certify that this Sponsor is not involved in any court litigation or lawsuit wherein it is alleged by private parties of the United States that persons were, on the grounds of race, color, or natural origin, excluded from participation in, denied benefits of, or otherwise subject to discrimination in the programs or facilities of this Sponsor.

Signature:_____ **Date:**_____

Contact:_____ **Telephone:** _____

For OPRD Use Only:

Authorized Payment by:_____ **Date:**_____

Amount of Reimbursement: $_____ **Amount of Admin Costs (LWCF)**_____

WOODBURN
OREGON
Incorporated 1889

Agenda Item

September 9, 2013

TO: Honorable Mayor and City Council through City Administrator

FROM: Jim Hendryx, Director of Economic & Development Services

SUBJECT: **Planning Commission approval of Design Review 2013-04, located west of Evergreen Road and north of Newberg Highway (Columbia Bank)**

RECOMMENDATION:

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

BACKGROUND:

The applicant requested a Design Review for a 3,680 square foot bank with drive-through service. The Planning Commission approved, subject to conditions of approval.

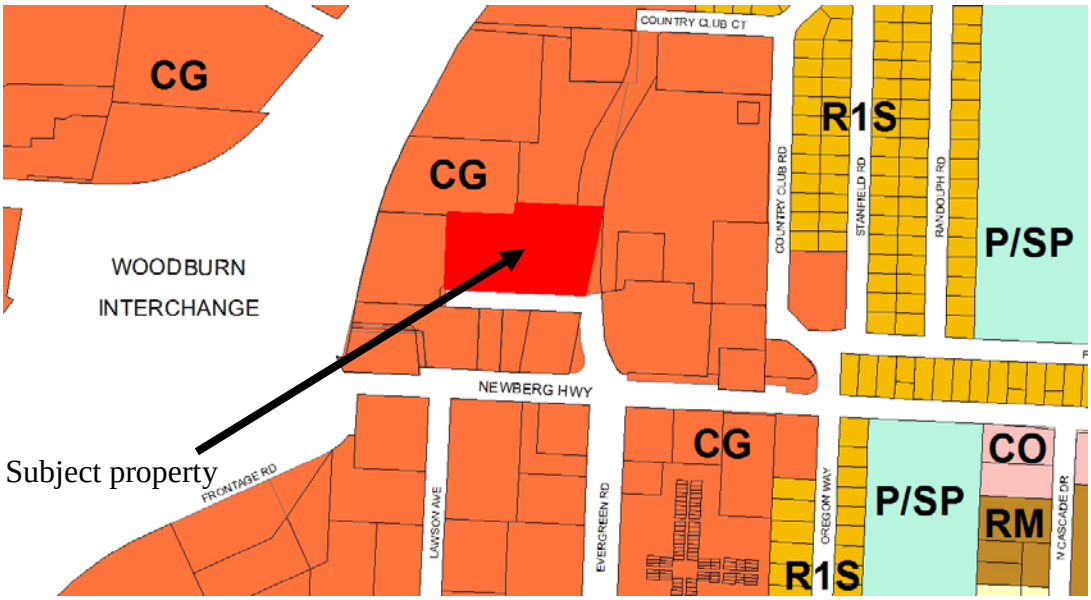
DISCUSSION:

None.

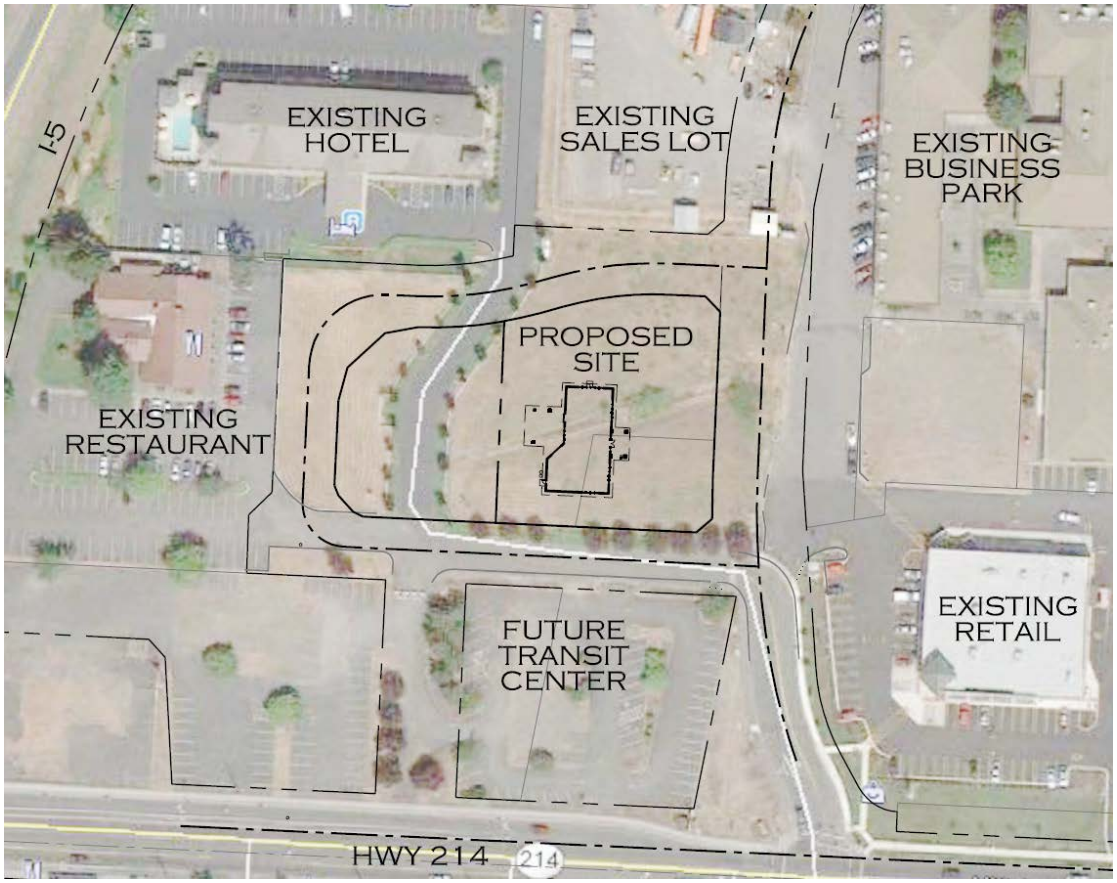
FINANCIAL IMPACT:

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

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



Zoning map



Site plan

Architectural rendering