

RESOLUTION NO. 2332

A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WILSONVILLE AND OREGON TRAIL CHAPTER KOREAN WAR VETERANS ASSOCIATION REGARDING THE TRANSFER OF FULL OWNERSHIP OF THE OREGON KOREAN WAR MEMORIAL TO THE CITY.

WHEREAS, The Oregon Trail Chapter Korean War Veterans Association (KWV) constructed and maintained the Oregon Korean War Memorial ("Memorial") pursuant to a license granted by the City; and

WHEREAS, since its construction, the Memorial has been operated and maintained by KWV and the City with the City providing maintenance and KWV providing operational management and additional improvements to the facility; and

WHEREAS, the ever-aging and decreasing membership of KWV has made it difficult for the organization to continue to its role in the operation of the Memorial; and

WHEREAS, the Memorial has become an integral part of Town Center Park, an important landmark in the City of Wilsonville, and an important place of remembrance for all Oregonians.

NOW, THEREFORE, THE CITY OF WILSONVILLE RESOLVES AS FOLLOWS:

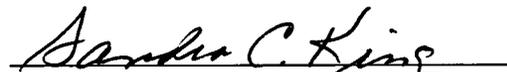
1. The City Council authorizes the City Manager to enter on behalf of the City of Wilsonville into the Korean War Memorial Agreement with KWV transferring control of the Memorial to the City, Exhibit A, attached hereto and incorporated by reference as if fully set forth herein.

2. This resolution is effective upon adoption.

ADOPTED by the Wilsonville City Council at a regular meeting thereof this 7th day of November, 2011, and filed with the Wilsonville City Recorder this date.


TIM KNAPP, MAYOR

ATTEST:


Sandra C. King, MMC, City Recorder

SUMMARY OF VOTES:

Mayor Knapp - Yes
Council President Núñez - Yes
Councilor Hurst - Yes
Councilor Goddard - Yes
Councilor Starr - Yes

Attachment A - Korean War Memorial Agreement

KOREAN WAR MEMORIAL AGREEMENT

This agreement is entered into between the CITY OF WILSONVILLE, a municipal corporation, (herein called the "City") and OREGON TRAIL CHAPTER KOREAN WAR VETERANS ASSOCIATION, an Oregon non-profit corporation, (herein called "KWV").

WHEREAS, the parties entered into a License Agreement on November 18, 1998, in which the City granted KWV a license to construct and maintain a memorial on a portion of the City property known as Town Center Park; and

WHEREAS, KWV raised funds for the Oregon Korean War Memorial (herein called the "Memorial"), and caused it to be constructed pursuant to a construction contract between KWV and Wildish Building Company dated June 5, 2000; and

WHEREAS, since that time the Memorial has been operated and maintained by the parties, with the City providing maintenance and KWV providing operational management and certain additional improvements to the facility; and

WHEREAS, due to changing circumstances, including the ever-aging and decreasing membership of KWV, the parties wish to enter into a new agreement to replace the existing License Agreement.

NOW, THEREFORE, it is understood and agreed:

1. **KWV Transfer to City.** On the effective date of this agreement, KWV does hereby, without further action or documentation on its part, transfer to the City full ownership of the Oregon Korean War Memorial, together with all improvements thereto and all equipment on the Town Center Park premises used in connection with the operation of the Memorial. (This includes the security camera equipment.) This transfer is made without monetary consideration paid by the City, but is in consideration of the City's ability and willingness to provide long-term stability for the Memorial.

2. **Acceptance by City.** On the effective date of this agreement, the City does hereby accept the aforesaid transfer, and does hereby assume responsibility for the operation and continuing maintenance of the Memorial, subject to the agreements and understandings hereinafter set forth.

3. **Cancellation of Prior Agreements.** On the effective date of this agreement, the License Agreement dated November 18, 1998, and all other agreements and understandings between the parties concerning the Memorial and its operation and maintenance, are cancelled and terminated.

4. **Public Memorial, Who Benefited.** It is understood and agreed that the Memorial will continue to be operated and maintained as a public memorial in honor of the American veterans who served during the Korean War (sometimes called "the Forgotten War").

The Memorial is for the use and benefit of the Oregon Veterans of the Korean War, their families and descendants. It is also for the use and benefit of the public in general, including but not limited to citizens, officials and dignitaries of the Republic of Korea in whose country the war was waged.

5. **Use of Memorial, Regulations.** The Memorial shall be open for public use without charge at all times that Town Center Park is open to the public; provided, however, that the City may adopt reasonable rules governing use of the Memorial in the same manner that it adopts other rules governing public park usage. The City may require the advance scheduling of special events and services at the Memorial, and if an event or service will require special services from the City such as parking, security measures or cleanup, the City may require a deposit to cover the cost of such services and may charge the permittee for such services.

6. **Ongoing Maintenance, Length of Time.** The City will maintain the Memorial and its improvements in good condition, respectful of its solemn high purpose. It is hoped and anticipated that the Memorial will be continued in essentially its current form and for its present purposes in perpetuity, but recognizing that nothing can be assured forever, it is agreed that the Memorial will be continued at least until the one-hundredth anniversary of the commencement of the Korean War in 1950.

7. **Changes to Memorial, Notification.** Before making any significant changes in the structure or operation of the Memorial, the City agrees to notify and consult with KWV. If KWV ceases to function as an organization or is dissolved before making any significant changes in the structure or operation of the Memorial, the City agrees to notify and consult with those past officers or members of KWV, not to exceed four in number, whose names and addresses are furnished to the City by KWV.

8. **Bricks.** KWV will have the authority to continue its prior practice of allowing donors to have names or brief respectable messages inscribed on bricks in the Memorial. Any such work done shall be at the sole expense of KWV, shall be done in a professional and attractive manner, and shall be done without damage to the bricks or other property. Abuse of this privilege shall be cause for the City to terminate the right to do further work on the bricks.

9. **Budgetary Limitations.** Notwithstanding any other provisions in this agreement, it is understood that the City, as a municipal corporation, is constrained by budgetary requirements and laws governing the availability of public funds. However, in allocating and budgeting for the use of public funds for the Memorial, the City will at all times place the expenses of maintaining the Memorial on a priority at least equal to the priority of maintaining other public parks within the City. Provided further, however, that nothing herein is intended to prevent either party, either singularly or jointly with the other, from seeking contributions or endowment partnerships with others for the purpose of financing any or all of the parties' obligations herein, as the law may allow.

10. **Captions.** The boldface caption headings for the paragraphs are for convenience only, are not part of the agreement, and shall not limit or expand the meaning of the text.

11. **Effective Date.** This agreement shall be effective on the date when it has been executed by authorized representatives of both parties and duly approved by motion or resolution of the Wilsonville City Council and by a membership vote of KWV.

CITY OF WILSONVILLE

By: _____
Title: _____

Date signed: _____

OREGON TRAIL CHAPTER KOREAN WAR VETERANS ASSOCIATION

By: _____
Title: _____

Date signed: _____

Duly approved by the City Council of the City of Wilsonville on _____, 2011.

City Recorder

Duly approved at a membership meeting of Oregon Trail Chapter Korean War Veterans Association on _____, 2011.

Secretary

KOREAN WAR MEMORIAL AGREEMENT

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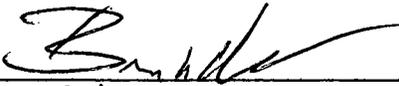
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CITY OF WILSONVILLE

By: 
Title: City Manager

Date signed: 11/8/11

OREGON TRAIL CHAPTER KOREAN WAR VETERANS ASSOCIATION

By: 
Title: President

Date signed: 10-25-2011

Duly approved by the City Council of the City of Wilsonville on November 7, 2011.


City Recorder

Duly approved at a membership meeting of Oregon Trail Chapter Korean War Veterans Association on Oct 25, 2011.


Secretary

November 8, 2011

James A. Cox
Attorney at Law
1530 Rainer Road
Woodburn, OR 97071

Re: Korean War Memorial Agreement

Mr. Cox;

At their November 7th Council meeting the Wilsonville City Council adopted Resolution No. 2332 authorizing an agreement to transfer full ownership of the Oregon Korean War Memorial to the City. A copy of this resolution is attached.

I have also enclosed two fully executed copies of the Korean War Memorial Agreement memorializing the transfer.

If you should have any questions, please do not hesitate to contact me. I can be reached at 503-570-1506.

Sincerely,

Sandra C. King, MMC
City Recorder

/sck

Enclosures