

PROCLAMATION

Hispanic, Latinx, and Indigenous Heritage Month September 15th - October 15th, 2022

WHEREAS, people who identify themselves as Hispanic, Latinx, or Indigenous from Mexico, South and Central America have contributed to Woodburn's history and successes since the 1880's, and

WHEREAS, Woodburn honors their rich and diverse cultural heritages and historical legacies, and

WHEREAS, Woodburn's Hispanic, Latinx, and Indigenous communities now constitute fifty-seven percent of our population, including leaders, policy makers, educators, students, health care professionals, military, public safety, the trades, business leaders and entrepreneurs, actively involved in our community and in mentoring our next generation; and

WHEREAS, the Governor has proclaimed the month of September 15 through October 15 to be Hispanic, Latinx, and Indigenous Heritage Month, and Oregon proudly joins the nation in celebrating the rich cultures and histories of Hispanic, Latinx, and Indigenous heritages in Oregon. The State of Oregon and the City of Woodburn dedicate ourselves to working together to address the challenges that still face Hispanic, Latinx, and Indigenous Oregonians in equity and access to the prosperity of Oregon.

NOW, THEREFORE, I, Eric Swenson, Mayor of the City of Woodburn, hereby proclaim September 15 through October 15, 2022 to be "HISPANIC, LATINX, AND INDIGENOUS HERITAGE MONTH" in the City of Woodburn, and encourage all to join in this observance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Woodburn to be affixed.

Eric Swenson, Mayor
City of Woodburn

COUNCIL MEETING MINUTES

AUGUST 22, 2022

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, AUGUST 22, 2022

CONVENED The meeting convened at 7:00 p.m. with Mayor Swenson presiding.

ROLL CALL

Mayor Swenson	Present
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Swanson	Present
Councilor Puente	Present
Councilor Cabrales	Present

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Attorney Granum, Assistant City Administrator Row, Police Chief Pilcher, Public Works Director Stultz, Community Development Director Kerr, Economic Development Director Johnk, Special Projects Director Wakely, City Recorder Pierson

PRESENTATION

Oregon Land Use Training for Decision Makers – Community Development Director Kerr provided a presentation on the land use process in Oregon.

Mayor Swenson left the meeting at 8:22 p.m. and Council President Carney began presiding over the meeting.

CONSENT AGENDA

A. Woodburn City Council Meeting minutes of August 8, 2022,

B. Crime Statistics through July 2022,

Councilor Cabrales stated that in regards to the presentation on Houseless Response at the last meeting, as someone who runs a nonprofit in town along with Councilor Swanson, that they weren't part of the stakeholders meeting and believes they should have been invited to be a part of the conversation.

Schaub/Cornwell... adopt the Consent Agenda. The motion passed unanimously.

Councilor Cabrales stated that she would like someone from the Center for Hope and Safety to come talk to the Council about sexual assault, rape, and trafficking and give the Council some training.

Councilor Schaub stated that she would like to see the invoice from the attorney the City hired.

City Administrator Derickson stated that he would reach out to the Center for Hope and Safety about coming to speak to the City Council. He added that he has received the invoice from the attorney with Miller Nash and he will get that to the City Council.

COUNCIL BILL NO. 3196 - A RESOLUTION ADOPTING AN UPDATED SECTION 3 PLAN TO COMPLY WITH 24 CFR, PART 135 OF THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT SECTION 3

COUNCIL MEETING MINUTES

AUGUST 22, 2022

REGULATIONS; A LIMITED ENGLISH PROFICIENCY (LEP) LANGUAGE ACCESS PLAN; A POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY STATUS; AND REPEALING PREVIOUSLY ADOPTED PLANS AND POLICIES

Schaub introduced Council Bill No. 3196. City Recorder Pierson read the bill by title only since there were no objections from the Council. Special Projects Director Wakely provided a staff report. On roll call vote for final passage, the bill passed unanimously. Council President Carney declared Council Bill No. 3196 duly passed.

AWARD OF CONSTRUCTION CONTRACT FOR THE CONCESSION STAND REHABILITATION AND REROOF AS PART OF THE LEGION PARK IMPROVEMENT PROJECT

Assistant City Administrator Row provided a staff report. **Schaub/Puente...** award a Construction Contract to Nataly's Construction LLC for the Concession Stand Rehabilitation at Legion Park in the amount of \$85,858.00 and authorize the City Administrator to sign the Agreement. The motion passed unanimously.

CITY ADMINISTRATOR'S REPORT

The City Administrator reported the following:

- Thanked everyone who participated in Fiesta. He added that the parade was so much fun and that there were no public safety incidents.
- School District has a committee that is working on the planning for growth and capacity and the City has a planner who is a part of that committee. Will invite the school district to provide an update to the Council.

MAYOR AND COUNCIL REPORTS

Councilor Swanson stated that a resident reached out to her and let her know that a large tree fell on a pavilion in Burlingham Park. She stated that she is aware that the City has been proactive with having the trees evaluated and asked if the City was aware of this tree. City Administrator Derickson stated that the City would look into this incident.

Councilor Schaub stated that 40 pounds of candy was thrown during the Fiesta parade. She added that she loved the Fiesta and the community is warm and welcoming. She also thanked Fire Chief Budge for driving the fire engine.

Councilor Puente stated that he appreciated that the high school soccer team was allowed to raise funds at Fiesta and it was amazing to see kids picking up trash the next day.

Councilor Carney stated that Fiesta was wonderful experience.

EXECUTIVE SESSION

Council President Carney entertained a motion to adjourn into executive session under the authority of ORS 192.660(2)(e) **Cabrales/Swanson...** move into executive session under the authority of ORS 192.660(2)(e). The motion passed unanimously. The Council adjourned into executive session at 9:21 p.m. and reconvened at 9:53 p.m. Council President Carney stated that no action was taken by the Council while in executive session.

Swanson/Cornwell... sell by sealed bid with a floor of \$4,500 minimum the City owned parcel depicted in the diagram, located along Settlemier and have the bid open to the adjacent property owners, with the minimum bid being disclosed to them and the neighbor will be made aware of

COUNCIL MEETING MINUTES
AUGUST 22, 2022

the bid. The motion passed 5-1 with Councilor Cabrales voting no.

ADJOURNMENT

Cornwell/Schaub...move to adjourn. The motion passed unanimously. Council President Carney adjourned the meeting at 9:55 p.m.

APPROVED _____
ERIC SWENSON, MAYOR

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

**EXECUTIVE SESSION MINUTES
AUGUST 22, 2022**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, AUGUST 22, 2022

CONVENED The meeting convened at 9:21 p.m. with Council President Carney presiding.

ROLL CALL

Mayor Swenson	Absent
Councilor Carney	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Swanson	Present
Councilor Puente	Present
Councilor Cabrales	Present

Council President Carney reminded Councilors and staff that information discussed in executive session is not to be discussed with the public.

Staff Present: City Administrator Derickson, City Attorney Shields, Assistant City Administrator Row, City Recorder Pierson

Others in attendance: None.

The executive session was called:

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

ADJOURNMENT

The executive session adjourned at 9:53 p.m.

APPROVED _____
Eric Swenson, Mayor

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



Agenda Item

September 12, 2022

TO: Honorable Mayor and City Council through City Administrator
THRU: Martin Pilcher, Chief of Police
FROM: Andy Shadrin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the Liquor License Application for Alebrijes Market LLC.

BACKGROUND:

Applicant: Alebrijes Market LLC.
425 N 1st St.
Woodburn, OR 97071
503-890-3837

Point of
Contact: Leopoldo Avila Quintero
1199 Eagle Drive
Woodburn, OR 97071
503-890-3837

Business: Alebrijes Market LLC.
425 N 1st St.
Woodburn, OR 97071
503-890-3837

Owner(s): Leopoldo Avila Quintero and Adriana Lopez Carlos

Agenda Item Review: City Administrator ___X___ City Attorney _X___ Finance _X___

License Type(s):

Off-Premises - May sell and serve beer, wine, and cider for consumption off the licensed premises. May sell beer, wine and cider in a securely covered, "growler", for consumption off the licensed premises.

On July 22, 2022, the Woodburn Police Department received an application for Off-Premises sales liquor license for Alebrijes Market. The business currently operates as a convenience store at 425 N. 1st Street in Woodburn, OR 97071.

The hours of operation are 8 AM to 10 PM Sunday through Saturday. There is no noted entertainment planned at the business nor seating for customers. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation of Alebrijes Market LLC., and the listed owner, Leopoldo Avila Quintero, through various police databases and business related databases. Leopoldo Avila Quintero holds a valid driver's license. A computerized criminal history check was conducted on Leopoldo Avila Quintero and it appears that he had a DUII arrest in 2008, under an alias of Rafael Gurrola-Quintero. The DUII arrest was dismissed due to a diversion program. In 2003, Leopoldo Avila Quintero appeared to have had another arrest under the alias Rafael Gurrola-Quintero for Menacing and Harassment. Court records indicate that he pled guilty to one count of Menacing on that case. No other criminal history records were found.

The initial OLCC application had an incorrect social security number for Leopoldo Avila Quintero. Leopoldo Avila Quintero was directed to amend the error and the police department was provided with a corrected application.

The Police Department has completed a background investigation of the other listed owner, Adriana Lopez-Carlos. Adriana Lopez-Carlos was found to have no criminal history records and holds a valid Oregon driver's license.

No other items of concern were noted.

FINANCIAL IMPACT:

None



Agenda Item

September 12, 2022

TO: Honorable Mayor and City Council through City Administrator
THRU: Martin Pilcher, Chief of Police
FROM: Keith Kimberlin, Lieutenant
SUBJECT: **Liquor License Application**

RECOMMENDATION:

Recommend that the OLCC approve the Liquor License Application for Crossroad Market LLC.

BACKGROUND:

Applicant: Crossroad Market LLC.
303 N. Pacific Hwy.
Woodburn, OR 97071
503-580-2990

Point of
Contact: Jaspreet Kaur
2632 Enchanted View Lane
Turner, OR 97392
503-689-4043

Business: Crossroad Market
303 N. Pacific Hwy.
Woodburn, OR 97071
503-580-2990

Owner(s): Jaspreet Kaur

Agenda Item Review: City Administrator ____X____ City Attorney __X____ Finance __X____

License Type(s):

Off-Premises - May sell and serve beer, wine, and cider for consumption off the licensed premises. May sell beer, wine and cider in a securely covered, "growler", for consumption off the licensed premises.

On August 4, 2022, the Woodburn Police Department received an application for Off-Premises sales liquor license for Crossroad Market. The business currently operates as a convenience store at 303 N. Pacific Highway in Woodburn, OR 97071.

The hours of operation are 6 AM to 11 PM Monday through Saturday, and 8 AM to 11 PM on Sunday. There is no noted entertainment planned at the business nor seating for customers. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

DISCUSSION:

The Police Department has completed a background investigation of Crossroad Market LLC., and the listed owner, Jaspreet Kaur, through various police databases and business related databases. Jaspreet Kaur holds a valid driver's license and no other items of concern were located during the check. The business location is undergoing a change of ownership and a slight change in name.

FINANCIAL IMPACT:

None



Agenda Item

September 12, 2022

TO: Honorable Mayor and City Council

FROM: Scott C. Derickson, City Administrator

SUBJECT: **American Rescue Plan Act (ARPA) Agreement with Immanuel Lutheran Church for the Community Meal Program**

RECOMMENDATION:

Approve the proposed ARPA Agreement with Immanuel Lutheran Church for their Community Meal Program effective upon execution of the Agreement, through June 30, 2024, (see Exhibit A).

BACKGROUND:

The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$5.8 million over the next two years. In October 2021, the City authorized the expenditure of ARPA funds to provide economic support for local nonprofit organizations, including funds for Immanuel Lutheran Church.

The City has identified Immanuel Lutheran Church as an eligible nonprofit organization and an essential partner in providing vital meals and food service to benefit low- and moderate-income individuals, especially as the needs of the community have grown as a result of the COVID-19 pandemic.

The City desires to provide financial support for Immanuel Lutheran Church's Community Meal Program in order to provide weekly meals to the Woodburn and outlying communities in the amount of fifty thousand dollars (\$50,000) over two years.

The proposed Agreement provides the terms and conditions under which Immanuel Lutheran Church shall receive and may expend the ARPA funding.

Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

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

DISCUSSION/ FINANCIAL IMPACT:

The proposed use of the ARPA funding is to support Immanuel Lutheran Church's operation of the Community Meal Program where food assistance through weekly meals are provided to the Woodburn and outlying communities. ARPA funding will be applied towards the costs incurred to host the weekly meals (i.e., food, supplies, etc.) served at 1036 E. Lincoln Street, Woodburn, OR.

ARPA funds have been approved and are included in the adopted FY 2022-23 budget. The effective date of this Agreement with Immanuel Lutheran Church is as of the day and year specified the Agreement is executed through July 31, 2024.

The total two-year fiscal impact of the proposed Agreement is fifty thousand dollars (\$50,000); FY #2022-23 - \$25,000; FY #2023-24 - \$25,000.

CITY OF WOODBURN
ARPA FUNDED SOCIAL SERVICES GRANT AGREEMENT
IMMANUEL LUTHERAN CHURCH – COMMUNITY MEAL PROGRAM

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this _____ day of _____, 2022 ("Effective Date"), is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (the "City"), and the Immanuel Lutheran Church, an Oregon nonprofit corporation ("Grantee") (together the "Parties").

BACKGROUND

- A. The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$5.8 million over the next two years. In October 2021, the City authorized the expenditure of ARPA funds to provide economic support for local nonprofit organizations, including funds for Grantee.
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in providing vital meals and food service to benefit low- and moderate-income individuals, especially as the needs of the community have grown as a result of the COVID-19 pandemic.
- C. Specifically, Grantee provides a weekly meal program to community members through the Community Meal Program.
- D. The City desires to provide financial support for Grantee for Community Meal Program in order to provide weekly meals to the Woodburn and outlying communities in the amount of fifty thousand dollars (\$50,000) over two years.
- E. This Agreement provides for the terms and conditions under which Grantee shall receive and may expend the identified grant funding.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Purpose. The purpose of the grant funding is to support Grantee's operation of the Community Meal Program where food assistance through weekly meals are provided to the Woodburn and outlying communities ("Project Services"). ARPA funding will be applied towards the costs incurred by Grantee to host the weekly meals (i.e., food, supplies, etc.) served at 1036 E. Lincoln Street, Woodburn, OR.
2. Effective Date & Duration. The Effective Date of this Agreement is as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2024.

3. Grant Funding.

3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with fifty thousand 0/100 dollars (\$50,000) ("Grant Funds") over the next two years to carry out the identified Project Services. The City shall disburse the Grant Funds from monies available through its federal ARPA funding.

3.2. Disbursement Schedule. The City shall allocate and distribute the Grant Funds to Grantee pursuant to the following schedule:

Funding Cycle	Issuance Date	Total Funds
FY 2022-2023	Within 30 days of Effective Date	\$25,000
FY 2023-2024	July 1, 2023	\$25,000

*FY means the City's fiscal year that runs from July 1st – June 30th of the following calendar year.

3.3. Disbursement Generally. The City shall disburse Grant Funds to Grantee for the allowable Project Services that are undertaken during the Term of this Agreement, subject to the availability of sufficient moneys in and from the ARPA funding source. Grantee agrees that it shall provide to the City any information or detail regarding the expenditure of Grant Funds prior to future disbursements or as the City may request.

4. Conditions of Funding.

4.1. Project Activities. Grantee is a nonprofit organization that serves as a resource to the Woodburn and outlying areas providing vital meals and food service to benefit low- and moderate-income individuals. The Grantee has been operating the Community Meals Program out of the Church located at 1036 E. Lincoln Street, Woodburn, OR, with limited resources. Now, due to the increased demand for food assistance resulting from impacts of the Coronavirus pandemic, the Grantee has been faced with the needed to expand its meal program in order to serve a larger base of residents in need. It is the expectation of the City that Grantee shall utilize the Grant Funds to facilitate and support the Community Meal Program to provide expanded Project Services.

On or before October 1, 2022, it is expected that Grantee shall provide increased capacity to service a larger number of meals to area residents and that Grantee will increase its level of Project Services to meet the community's needs.

4.2. Annual Project Work Plans. On or prior to September 12, 2022, and again on or prior to July 1, 2023, Grantee shall submit to the City a Project Work Plan that outlines Grantee's proposed project activities for the following year. The work plan should include, at a minimum, a proposed budget plan for expenditure of the Grant Funding, a Program staffing plan for the Community Meal Program, and any performance targets or goals for the upcoming year.

4.3. Eligible Use of Grant Funds. In providing Project Services under this Agreement, Grantee may use and expend Grant Funds for the following costs/purposes: (i) food and supplies to support the Community Meal Program.

Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

4.4. Reporting. Grantee shall submit recurring reports and updates to the City related to the Project Services as follows:

4.4.1. Bi-Annual. Grantee shall submit to the City bi-annual expenditure and data reports that capture a summarized form of the Grant Fund expenditures of Grantee along with the service metric data for the Program for the previous bi-annual period. Along with the bi-annual reports, Grantee shall also include, as necessary, a summary of any material modifications Grantee has made to either its proposed budget or operational plan that differs significantly from its submitted Annual Project Work Plan.

4.4.2. Annual. Grantee shall submit a comprehensive annual report to the City that includes: (i) a narrative report that provides a description of activities, challenges, successes, and progress Grantee has made in providing Project Services in Woodburn; (ii) a data report that captures information such as level of service and number of community members served; and (iii) an annual expenditure report that includes a complete accounting of Grant Fund expenditures for the previous year.

4.4.3. Reporting Schedule. Grantee shall submit the bi-annual and annual reports as follows:

Year/Quarter	Reporting Period	Report Due Date
Y1 – Bi-Annual	September 12, 2022 to December 31, 2022	January 31, 2023
Y1 – Annual	Through June 30, 2023	July 31, 2023
Y2 – Bi-Annual	July 1, 2023 – December 31, 2023	January 31, 2024
Y2 – Annual	Through June 30, 2024	July 31, 2024

4.5. Grant Administrator. Grantee has identified its Terri Gonzalez as its designated grant administrator and primary point of contact for the City for matters related to this Agreement

5. Grantee Representations & Warranties. Grantee represents and warrants to the City that:

- (a) Grantee is a non-profit entity duly organized and validly existing in the State of Oregon;
- (b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon law to (i) execute this Grant; (ii) incur and perform its obligations under this Grant; and (iii) receive financing, including the Grant Funds for this Project Services; and
- (c) There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially affect the ability of Grantee to carry out Project Services.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

6. Responsibilities of the City.

6.1. ARPA Compliance. The City retains responsibility for federal ARPA compliance requirements through the duration of this Agreement.

6.2. Grant Administrator. The City's Community Services Director shall be the City's designated grant administrator, coordinator, and primary point of contact for Grantee for matters related to this Agreement.

7. Default & Termination.

7.1. Default.

7.1.1. Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to use the Grant Funds for the intended purpose described in the Agreement or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- (b) Any representation, warranty, or statement made by Grantee in this Agreement or in any documents relied upon by the City in issuing the Grant Funding is untrue in any material respect when made; or
- (c) A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

7.1.2. City. The City will be in default under this Agreement if, after 30 days written notice specifying the nature of the default, the City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, the City will not be in default should the City fail to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from the ARPA funding source.

7.2. Remedies.

7.2.1. City Remedies. In the event Grantee is in default under Section 7.1.1, the City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 7.3; (ii) reducing or withholding payment of Grant Funds; (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (v) exercise of its right of recovery of overpayments under Section 7.4; or (vi) declaring Grantee ineligible for the receipt of future awards from the City. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

7.2.2. Grantee Remedies. In the event the City is in default under Section 7.1.2 and whether or not Grantee elects to terminate this Agreement, Grantee's sole monetary remedy will be, within any limits set forth in this Agreement, the pro-rated amount of Grant Funds owing to Grantee through the date of termination, less any claims the City has against Grantee. In no event will the City be liable to Grantee for any expenses, direct, indirect, consequential or otherwise related to termination of this Agreement.

7.3. Termination.

7.3.1. Mutual. This Agreement may be terminated at any time by the mutual written consent of the Parties.

7.3.2. By the City. The City may terminate this Agreement as follows:

- (a) At the City's discretion, upon 30 days advanced written notice to Grantee prior to the following fiscal year funding schedule (i.e., 30 days prior to July 1st);
- (b) Immediately upon written notice to Grantee should the City fail to receive funding or appropriations or other expenditure authority at levels sufficient in the City's reasonable administrative discretion to perform its obligations under this Agreement;
- (c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or ARPA guidelines are modified or interpreted in such a way that the City's performance under this Agreement is prohibited or the City is prohibited from funding this grant from the ARPA funding source; or
- (d) Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to Grantee.

7.3.3. By Grantee. Grantee may terminate this Agreement as follows:

- (a) At Grantee's discretion, upon 90 days advanced written notice to the City prior to the following fiscal year funding schedule (i.e., 90 days prior to July 1st);
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to the City.

7.4. Recovery of Grant Funds. Grantee must return to the City, within 30 days of City's written demand: (i) any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled under this Agreement; (ii) any Grant Funds received by Grantee that remain unexpended or contractually committed for Project Services by December 31, 2024; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4.

8. Non-Discrimination. Grantee shall provide access to its services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

9. Limitation of Liability. Grantee shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by Grantee, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the City, its agents, employees, or contractors.

10. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Grantee's performance and activities under this Agreement, except for that portion of the injuries and damages caused by the intentional acts of the City.

11. Insurance. Grantee shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

11.1. Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

11.2. General Liability Insurance. Commercial General Liability Insurance with coverage written on a per occurrence basis, in adequate quantity to protect against legal liability arising out of the Project Services, but no less than \$1,000,000 each occurrence. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall also provide that the City of Woodburn and its officers, agents, and employees are Additional

Insureds but only with respect to Grantee's activities and services to be provided under this Agreement.

11.3. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Grantee or its insurer(s) to the City.

11.4. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out any activities under this Agreement.

13. Subcontracts and Assignment; Successors and Assigns. City has selected Grantee based on its reputation and specialized expertise. Grantee shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

14. No Third Party Beneficiaries. The City and Grantee 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15. Miscellaneous.

15.1. Compliance with Applicable Law. Grantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

15.2. Records. Grantee must maintain all financial records relating to this grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees the City and the federal government and their duly authorized representatives will have access to all Records to perform

examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15.3. Force Majeure. Neither the City, nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15.4. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

- (a) The City. City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071.
- (b) Grantee. Terri Gonzalez, Immanuel Lutheran -Community Meal Program, 1036 E. Lincoln Street, Woodburn OR 97071

15.5. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.6. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Grantee hereby agrees to the in personam jurisdiction of such court and waives any claims of an inconvenience forum.

15.7. Merger Clause; Waiver. This Agreement constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The Parties have executed this Agreement effective as of the day and year specified above.

CITY OF WOODBURN,
an Oregon municipal corporation

IMMANUEL LUTHERAN CHURCH,
an Oregon nonprofit corporation

Scott Derickson, City Administrator

By: Terri Gonzalez
Community Meal Program

Date

Date



Agenda Item

September 12, 2022

TO: Honorable Mayor and City Council through City Administrator

FROM: Jesse Cuomo, Community Services Director

SUBJECT: **Utility Assistance Program – Additional Funding**

RECOMMENDATION:

Authorize the City Administrator to sign the enclosed agreement with Love INC. of North Marion County for the administration of the Utility Assistance Program for Fiscal Years 2022-23 and 2023-24, in the amount of up to \$25,000.00 annually.

BACKGROUND:

In FY 15/16, the City Council approved the execution of a contract for the administration of a utility assistance program with Mid-Willamette Valley Community Action Agency (MWVCAA). That agreement was terminated approximately 12 months later, after it was determined that MWVCAA did not provide assistance to any Woodburn residents.

In November 2016, the City entered into a similar agreement with the Society of St. Vincent DePaul (SVDP). Through April 2018, SVDP issued assistance totaling \$1,675 to 23 Woodburn residents. Through the agreement close out process SVDP provided the City with all of the remaining funds that haven't been disbursed on behalf of utility customers.

Love Inc began providing assistance to utility customers on May 15, 2018 with an initial distribution of \$5,000. Since the start of the partnership with Love Inc in May of 2018, they have distributed \$63,911.38 to 473 program participants as of August 30, 2022. Providing an average of \$135.12 of assistance per participant.

It is clear that Love INC has been successful in providing assistance to significantly more utility customers that has been provided at any point during the program's history.

In addition, in February of 2022 the City Council authorized the Low Income Household Water Assistance Program Agreement (LIHWA) between the City of Woodburn and the Mid-Willamette Valley Community Action Agency

Agenda Item Review: City Administrator ☒X_ City Attorney ☒X_ Finance ☒X_

(MWVCAA), and the Oregon Housing and Community Services Department. Through this partnership, MWVCAA has provided \$15,960.00 to 54 households as of September 2, 2022. Which is the second highest dollar amount of vendors/cities participating in the LIHWA program in Marion County.

DISCUSSION:

The City typically issues 15-20 shut of notices each week. The majority of the accounts are brought current, resulting in approximately 5-8 actual weekly shut-offs.

The City's utility assistance program is intended to provide aid to residents who are experiencing difficulty in paying their water/ sewer bills. Qualifying applicants will be eligible to receive a maximum of \$150.00 per account per 12-month period. During the Covid-19 pandemic, City staff have allow allocations for up to \$300.00 per account for those who were effected by Covid-19. Financial assistance will be paid directly to the City and will be applied customers' outstanding balance. Eligibility criteria established for the utility assistance program is as follows:

- Applicant resides in the City of Woodburn and demonstrates an emergency need
- Applicant is the City of Woodburn utility account holder for which assistance is requested or an individual who has demonstrated financial responsibility for the delinquent account
- Applicant has received and can show a past due notice and/or shut-off notice due to utility-related fees
- Applicant has not received more than \$150.00 (\$300.00 if effected by Covid-19) in utility assistance from this Program during the previous 12 months
- Applicant can show that Applicant or Applicant's demonstrated financial need meets Love INC's established criteria

FINANCIAL IMPACT:

The funding for the \$25,000 distribution annually for FY 2022-23 and FY 2023-24 has been approved and included in the adopted FY 2022-23 budget as part of the approved ARPA allocations.

CITY OF WOODBURN
ARPA FUNDED SOCIAL SERVICES GRANT AGREEMENT
LOVE INC OF NORTH MARION COUNTY – UTILITY ASSISTANCE PROGRAM

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this _____ day of _____, 2022 ("Effective Date"), is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (the "City"), and the Love INC of North Marion County, an Oregon nonprofit corporation ("Grantee") (together the "Parties").

BACKGROUND

- A. The American Rescue Plan Act ("ARPA") is expected to provide the City with local fiscal recovery funds in the amount of approximately \$5.8 million over the next two years. In October 2021, the City authorized the expenditure of ARPA funds to provide economic support for local nonprofit organizations, including funds for Grantee.
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in administering the Utility Assistance Program, especially as the needs of the community have grown as a result of the COVID-19 pandemic.
- C. Specifically, Grantee provides utility assistance to qualifying City of Woodburn applicants who are experiencing difficulty paying their water/sewer bills.
- D. The City desires to provide financial support for Grantee for Utility Assistance Program in order to assist in settling the delinquent City of Woodburn utility accounts of customers that are in jeopardy of having their utility services shut off due to lack of payment in the amount of fifty thousand dollars (\$50,000) over two years.
- E. This Agreement provides for the terms and conditions under which Grantee shall receive and may expend the identified grant funding.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Purpose. The purpose of the grant funding is to support Grantee's operation of the Utility Assistance Program in order to assist in settling the delinquent City of Woodburn utility accounts of customers that are in jeopardy of having their utility services shut off due to lack of payment ("Project Services"). ARPA funding will be applied towards the costs incurred by Grantee to manage the Utility Assistance Program served at 970 N. Cascade Drive Suite 100, Woodburn, OR.
2. Effective Date & Duration. The Effective Date of this Agreement is as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on July 31, 2024.

3. Grant Funding.

3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with fifty thousand 0/100 dollars (\$50,000) ("Grant Funds") over the next two years to carry out the identified Project Services. The City shall disburse the Grant Funds from monies available through its federal ARPA funding.

3.2. Disbursement Schedule. The City shall allocate and distribute the Grant Funds to Grantee pursuant to the following schedule, up to \$25,000 annually will be provided to Grantee in distribution amounts of \$5,000:

Funding Cycle	Issuance Date	Total Funds
FY 2022-2023	Within 30 days of Effective Date	\$25,000
FY 2023-2024	July 1, 2023	\$25,000

*FY means the City's fiscal year that runs from July 1st – June 30th of the following calendar year.

3.3. Disbursement Generally. The City shall disburse Grant Funds to Grantee for the allowable Project Services that are undertaken during the Term of this Agreement, subject to the availability of sufficient moneys in and from the ARPA funding source. Grantee agrees that it shall provide to the City any information or detail regarding the expenditure of Grant Funds prior to future disbursements or as the City may request.

4. Conditions of Funding.

4.1. Project Activities. In servicing this Program, Grantee has the discretionary authority to pay utility bills and fees on behalf of Eligible Customers (defined in Section 4.2) for all City provided water and sewer utility services. Payment assistance shall be provided at a maximum of \$150.00 per account per 12-month period or up to \$300.00 for those impacted by Covid-19. Grantee shall ensure that all utility bill payments are made directly to the City and shall not make any direct financial allocations to eligible customers.

4.2. Selection of Eligible Customers. Grantee shall only provide financial assistance to those customers that meet the following general eligibility criteria, or modified Grantee criteria established with the City of Woodburn's approval:

- 4.2.1. Applicant resides in the City of Woodburn;
- 4.2.2. Applicant is the City of Woodburn utility account holder for which assistance is requested or an individual who has demonstrated financial responsibility for the delinquent account;
- 4.2.3. Applicant and/or Applicant's household has not received more than \$150.00 in utility assistance from this Program during the previous 12 months or up to \$300.00 for those impacted by Covid-19;
- 4.2.4. Applicant has received and can show a past due notice and/or shut-off notice due to utility-related fees;
- 4.2.5. Applicant can show that Applicant or Applicant's demonstrated financial need meets Love INC's established criteria.

An applicant that meets the selection criteria outlined above, and who can readily be assisted by Love INC, meaning Grantee can pay an amount needed to avoid shut-off or pay past-due amounts, will be designated as an “Eligible Customer.”

In executing and providing Services under this Agreement, Grantee is prohibited from discriminating against applicants on the basis of race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, military status, or other classes protected under Oregon or federal statutes.

4.3. Eligible Use of Grant Funds. In providing Project Services under this Agreement, Grantee may use and expend Grant Funds for the following costs/purposes: (i) check stock, (ii) Grantee may retain 10% of actual financial utility assistance provided under this agreement as a reimbursement for program administration expenses.

Authorized or allowable costs exclude expenditures for any of the following: (i) religious instruction or recruitment; (ii) real estate purchases; (iii) lobbying or political activities; (iv) costs for providing services outside of North Marion County; (v) indirect costs and overhead not readily assignable to Project Services; and (vi) any activity prohibited by state, federal, or local law or rule.

4.4. Reporting. Grantee shall submit recurring reports and updates to the City related to the Project Services as follows:

4.4.1. Bi-Annual. Grantee shall submit to the City bi-annual expenditure and data reports that capture a summarized form of the Grant Fund expenditures of Grantee along with the service metric data for the Program for the previous bi-annual period. Along with the bi-annual reports, Grantee shall also include, as necessary, a summary of any material modifications Grantee has made to either its proposed budget or operational plan that differs significantly from its submitted Annual Project Work Plan.

4.4.2. Annual. Grantee shall submit a comprehensive annual report to the City that includes: (i) a narrative report that provides a description of activities, challenges, successes, and progress Grantee has made in providing Project Services in Woodburn; (ii) a data report that captures information such as level of service and number of community members served; and (iii) an annual expenditure report that includes a complete accounting of Grant Fund expenditures for the previous year.

4.4.3. Reporting Schedule. Grantee shall submit the bi-annual and annual reports as follows:

Year/Quarter	Reporting Period	Report Due Date
Y1 – Bi-Annual	September 12, 2022 to December 31, 2022	January 31, 2023
Y1 – Annual	Through June 30, 2023	July 31, 2023
Y2 – Bi-Annual	July 1, 2023 – December 31, 2023	January 31, 2024
Y2 – Annual	Through June 30, 2024	July 31, 2024

4.5. Grant Administrator. Grantee has identified its Rosetta Wangerin as its designated grant administrator and primary point of contact for the City for matters related to this Agreement

5. Grantee Representations & Warranties. Grantee represents and warrants to the City that:
- (a) Grantee is a non-profit entity duly organized and validly existing in the State of Oregon;
 - (b) Grantee has all necessary rights, powers, and authority under any organizational documents and under Oregon law to (i) execute this Grant; (ii) incur and perform its obligations under this Grant; and (iii) receive financing, including the Grant Funds for this Project Services; and
 - (c) There is no proceeding pending or threatened against Grantee before any court or governmental authority that if adversely determined would materially affect the ability of Grantee to carry out Project Services.

The representations and warranties set forth in this Section are in addition to, and not in lieu of, any other representations or warranties provided by Grantee.

6. Responsibilities of the City.

6.1. ARPA Compliance. The City retains responsibility for federal ARPA compliance requirements through the duration of this Agreement.

6.2. Grant Administrator. The City's Community Services Director shall be the City's designated grant administrator, coordinator, and primary point of contact for Grantee for matters related to this Agreement.

7. Default & Termination.

7.1. Default.

7.1.1. Grantee. Grantee will be in default under this Agreement upon the occurrence of any of the following events:

- (a) Grantee fails to use the Grant Funds for the intended purpose described in the Agreement or otherwise fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement;
- (b) Any representation, warranty, or statement made by Grantee in this Agreement or in any documents relied upon by the City in issuing the Grant Funding is untrue in any material respect when made; or
- (c) A petition, proceeding or case is filed by or against Grantee under any federal or state bankruptcy, insolvency, receivership or other law relating to reorganization, liquidation, dissolution, winding up or adjustment of debts; in the case of a petition filed against Grantee, Grantee acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal; or Grantee becomes insolvent or admits its inability to pay its

debts as they become due, or Grantee makes an assignment for the benefit of its creditors.

7.1.2. City. The City will be in default under this Agreement if, after 30 days written notice specifying the nature of the default, the City fails to perform, observe, or discharge any of its covenants, agreements, or obligations under this Agreement; provided, however, the City will not be in default should the City fail to disburse Grant Funds because there is insufficient expenditure authority for, or moneys available from the ARPA funding source.

7.2. Remedies.

7.2.1. City Remedies. In the event Grantee is in default under Section 7.1.1, the City may, at its option, pursue any or all of the remedies available to it under this Agreement and at law or in equity, including, but not limited to: (i) termination of this Agreement under Section 7.3; (ii) reducing or withholding payment of Grant Funds; (iii) requiring Grantee to complete, at Grantee's expense, additional activities necessary to satisfy its obligations or meet performance standards under this Agreement; (iv) initiation of an action or proceeding for damages, specific performance, or declaratory or injunctive relief; (v) exercise of its right of recovery of overpayments under Section 7.4; or (vi) declaring Grantee ineligible for the receipt of future awards from the City. These remedies are cumulative to the extent the remedies are not inconsistent, and the City may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

7.2.2. Grantee Remedies. In the event the City is in default under Section 7.1.2 and whether or not Grantee elects to terminate this Agreement, Grantee's sole monetary remedy will be, within any limits set forth in this Agreement, the pro-rated amount of Grant Funds owing to Grantee through the date of termination, less any claims the City has against Grantee. In no event will the City be liable to Grantee for any expenses, direct, indirect, consequential or otherwise related to termination of this Agreement.

7.3. Termination.

7.3.1. Mutual. This Agreement may be terminated at any time by the mutual written consent of the Parties.

7.3.2. By the City. The City may terminate this Agreement as follows:

- (a) At the City's discretion, upon 30 days advanced written notice to Grantee prior to the following fiscal year funding schedule (i.e., 30 days prior to July 1st);
- (b) Immediately upon written notice to Grantee should the City fail to receive funding or appropriations or other expenditure authority at levels sufficient in the City's reasonable administrative discretion to perform its obligations under this Agreement;

- (c) Immediately upon written notice to Grantee, if federal or state laws, rules, regulations, or ARPA guidelines are modified or interpreted in such a way that the City's performance under this Agreement is prohibited or the City is prohibited from funding this grant from the ARPA funding source; or
- (d) Immediately upon written notice to Grantee, if Grantee is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to Grantee.

7.3.3. By Grantee. Grantee may terminate this Agreement as follows:

- (a) At Grantee's discretion, upon 90 days advanced written notice to the City prior to the following fiscal year funding schedule (i.e., 90 days prior to July 1st);
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for 30 days after written notice is provided to the City.

7.4. Recovery of Grant Funds. Grantee must return to the City, within 30 days of City's written demand: (i) any Grant Funds paid to Grantee that exceed the amount to which Grantee is entitled under this Agreement; (ii) any Grant Funds received by Grantee that remain unexpended or contractually committed for Project Services by December 31, 2024; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4.

8. Non-Discrimination. Grantee shall provide access to its services on a basis that does not discriminate against any person on the basis of the person's race, color, sex, sexual orientation, religion, ethnicity, national origin, age, disability, familial status, marital status, gender identity, source of income, veteran status, or membership in any other protected class under state or federal law.

9. Limitation of Liability. Grantee shall take all necessary precautions and shall be responsible for the safety of its employees, volunteers, agents, and subcontractors in the performance of all services provided under this Agreement. The City shall not be liable for injury, damage, or loss suffered by Grantee, its employees, volunteers, agents, and subcontractors, not otherwise caused by the intentional acts of the City, its agents, employees, or contractors.

10. Indemnification. Grantee shall defend, indemnify, and hold the City, its officers, officials, employees, agents, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with Grantee's performance and activities under this Agreement, except for that portion of the injuries and damages caused by the intentional acts of the City.

11. Insurance. Grantee shall ensure that the following insurance is procured and maintained for the duration of this Agreement in the types and amounts described as follows:

11.1. Workers' Compensation Insurance. Workers' Compensation insurance in compliance with ORS 656.017, which requires subject employers to provide Oregon workers' compensation

coverage for all their subject workers (contractors with one or more employees, and as defined by ORS 656.027).

11.2. General Liability Insurance. Commercial General Liability Insurance with coverage written on a per occurrence basis, in adequate quantity to protect against legal liability arising out of the Project Services, but no less than \$1,000,000 each occurrence. It shall include contractual liability coverage for the indemnity provided under this Agreement. It shall also provide that the City of Woodburn and its officers, agents, and employees are Additional Insureds but only with respect to Grantee's activities and services to be provided under this Agreement.

11.3. Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from Grantee or its insurer(s) to the City.

11.4. Certificates of insurance. As evidence of the insurance coverages required by this Agreement, Grantee shall have on file and furnish upon request acceptable insurance certificates to the City prior to commencing the work. The certificate will specify all of the parties who are Additional Insureds. If requested, complete policy copies shall be provided to the City. Grantee shall be financially responsible for all pertinent deductibles, self-insured retentions and/or self-insurance.

12. Relationship of the Parties. Nothing in this Agreement is intended, or is to be deemed to create a partnership or joint venture between the Parties. Grantee shall at no time hold itself out as a subsidiary or affiliate of the City. Further, nothing contained herein shall be deemed or construed by the Parties, nor by any third parties, as creating a relationship between the City and any officers, employees, volunteers, suppliers, contractors, or subcontractors used by Grantee to carry out any activities under this Agreement.

13. Subcontracts and Assignment; Successors and Assigns. City has selected Grantee based on its reputation and specialized expertise. Grantee shall not enter into any subcontracts for any of the activities required by this Agreement, or assign or transfer any of its interest in this Agreement without City's prior written consent.

The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and permitted assigns, if any.

14. No Third Party Beneficiaries. The City and Grantee 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, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

15. Miscellaneous.

15.1. Compliance with Applicable Law. Grantee shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to Grantee's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.

15.2. Records. Grantee must maintain all financial records relating to this grant Agreement in accordance with generally accepted accounting principles. In addition, Grantee must maintain any other records, whether in paper, electronic or other form, pertinent to this Agreement in such a manner as to clearly document Grantee's performance. All financial records and other records, whether in paper, electronic or other form, that are pertinent to this Agreement, are collectively referred to as "Records." Grantee acknowledges and agrees the City and the federal government and their duly authorized representatives will have access to all Records to perform

examinations and audits and make excerpts and transcripts. Grantee must retain and keep accessible all Records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later.

15.3. Force Majeure. Neither the City, nor Grantee shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond the reasonable control of the City or Grantee, respectively. Grantee shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Agreement.

15.4. Notices. Any notice under this Agreement must be in writing and will be effective when actually delivered in person or three (3) days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Agreement or such other address as either party may designate by written notice to the other. Mailing addresses for the parties are as follows:

(a) The City. City Administrator, City of Woodburn, 270 Montgomery Street, Woodburn, Oregon 97071.

(b) Grantee. Rosetta Wangerin, Love INC. of North Marion County -Utility Assistance Program, 970 N. Cascade Drive Suite 100, Woodburn OR 97071

15.5 Relationship of the Parties. Grantee shall at no time hold itself out as an agent, subsidiary, or affiliate of the City. This Agreement will not be construed so as to create a partnership between the parties or a relationship between the City and any suppliers, employees, contractors or subcontractors used by Grantee to carry out functions or Services under this Agreement. Additionally, each party shall obtain prior written approval from the other party prior to using the other party's trademarks, trade names, logos, or images (collectively, "Proprietary Marks") in connection with carrying out projects or activities under this Agreement. This applies to all uses regardless of whether on the web, in print, or in any other media. Once approved, similar uses in the same context and format will not require additional approval. In the event this agreement expires or terminates for any reason, each party shall immediately discontinue using the other Party's Proprietary Marks.

15.6. Severability. The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and

obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

15.7. Governing Law; Venue; Consent to Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between the City and Grantee that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon. Grantee hereby agrees to the in personam jurisdiction of such court and waives any claims of an inconvenience forum.

15.8. Merger Clause; Waiver. This Agreement constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No waiver, consent, modification or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the City to enforce any provision of this Agreement shall not constitute a waiver by the City of that or any other provision.

The Parties have executed this Agreement effective as of the day and year specified above.

CITY OF WOODBURN,
an Oregon municipal corporation

LOVE INC. OF NORTH MARION COUNTY,
an Oregon nonprofit corporation

Scott Derickson, City Administrator

By: Rosetta Wangerin
Utility Assistance Program

Date

Date

CITY OF WOODBURN
Community Development Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: September 6, 2022

To: Chris Kerr, Community Development Director

From: Melissa Gitt, Building Official

Subject: Building Activity for August 2022

	2020		2021		2022	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	7	\$1,449,434	32	\$8,106,672	12	\$3,814,416
Multi-Family Residential	0	\$0	0	\$0	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	6	\$173,430	6	\$46,818	20	\$226,201
Industrial	0	\$0	0	\$0	0	\$0
Commercial	5	\$637,165	3	\$108,000	6	\$337,390
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	18	\$2,260,029	41	\$8,261,490	38	\$4,378,007
Fiscal Year to Date (July 1 – June 30)		\$6,044,206		\$22,282,411		\$5,713,353

- Totals reflect permit valuation

September 12, 2022

TO: Honorable Mayor and Council through City Administrator

FROM: Anthony Turley, Finance Director

SUBJECT: **FY 2022-2023 Supplemental Budget Request for appropriation authority for two State Grant Awards approved by the City Council at the April 11, 2022 council meeting.**

RECOMMENDATION:

Adopt the Resolution authorizing increasing the Operating Revenue in the General Fund and Operating Expenditures by \$1,500,000 to account for the Business Oregon SPWF Grant of \$500,000 and the ODOT Immediate Opportunity Fund Grant of \$1,000,000.

BACKGROUND:

Every year, after Council budget adoption, circumstances arise that were either unforeseen, unquantifiable, or discovered as errors. Oregon Budget Law, ORS 294.471(1) provides for changes to adopted budgets through a transfer resolution or supplemental budget process that notices the proposed changes. Transfers in excess of 15 percent of any fund's total expenditures, or supplemental budget changes in excess of 10 percent of any fund's total expenditures, require a public hearing to accept public testimony on the item under consideration.

Like the adopted budget, supplemental budget requests must be balanced; in other words, net revenue and net expense for the request must be equal. This can be accomplished by budgeting additional revenue or by reducing another expenditure category (such as contingencies).

DISCUSSION:

This supplemental budget request is necessary to address the appropriation of funds for the two grant awards as described below:

Business Oregon SPWF Grant: Business Oregon manages a Special Public Works Fund program that provides grants to municipally incorporated entities for development projects, including transportation infrastructure projects, where there is firm business commitment to create or retain traded-sector jobs (up to \$5,000 per eligible job and not to exceed 85% of the project cost or \$500,000

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

per project). The City of Woodburn applied for and was awarded a Special Public Works Fund Grant and now desires to accept the funding award of \$500,000, which will be directed toward the Butteville Road Realignment Project.

ODOT Immediate Opportunity Fund Grant: The Oregon Department of Transportation (ODOT) manages an Immediate Opportunity Fund (IOF) to support primary economic development in Oregon through the construction and improvement of streets and roads. The City of Woodburn applied for and was awarded an ODOT Immediate Opportunity Fund Grant and now desires to accept the funding award of \$1,000,000, which will be directed toward the Butteville-219 Roundabout Project. Amazon estimates the costs of the complete infrastructure improvements will total \$7,937,050. With the \$500,000 SPWF funds to Butteville Road and \$1,000,000 ODOT IOF funds to the OR-219 roundabout, Amazon will invest the remaining balance of \$6,437,050 to the infrastructure improvements.

Staff recommends adding an additional \$1,500,000 to the General Fund's FY 2023 budget.

FINANCIAL IMPACT:

If the resolution is approved, the following changes will be made:

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General - 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1 Grants	27,101,870	1,500,000	28,601,870	Grants	27,101,870	1,500,000	28,601,870
Revised Total Fund Resources			28,601,870	Revised Total Fund Requirements			28,601,870
Comments: State grants allocated to Butteville Rd. Realignment and Roundabout Construction projects.							

COUNCIL BILL NO. 3197

RESOLUTION NO. 2198

A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR FY 2022-2023.

WHEREAS, on June 13, 2022, the Woodburn City Council approved a Resolution adopting a budget for the fiscal year 2022-2023, wherein funds were appropriated; and

WHEREAS, ORS 294.471(1)(a) permits supplemental budgets when “an occurrence or condition which had not been ascertained at the time of the preparation of a budget for the current year or current budget period which requires a change in financial planning”; and

WHEREAS, ORS 294.471(1)(c) permits supplemental budgets when “funds that are made available by another unit of federal, state or local government and the availability of which could not reasonably be foreseen when preparing the original budget or a previous supplemental budget for the current year or current budget period”; and

WHEREAS, Under ORS 294.471(3), a supplemental budget in which no fund changes more than 10% can be adopted at a regularly scheduled meeting of the governing body without a public hearing; and

WHEREAS, the supplemental budget contained herein and made pursuant to ORS 294.471, is a result of increases to the City's operating revenue in the General Funds of \$1,500,000, accounting for receipt of the Business Oregon SPWF Grant of \$500,000 and the ODOT Immediate Opportunity Fund Grant of \$1,000,000; and

WHEREAS, a regularly scheduled City Council meeting was held September 12, 2022 on the supplemental budget changes and notice of the meeting was published at least five days prior to the meeting, **NOW, THEREFORE**,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. That pursuant to the applicable ORS provisions cited above, the City Council hereby approves the transfers of appropriations and supplemental budget for FY 2022-23 in the amounts shown in the summary.

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General - 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1 Grants	27,101,870	1,500,000	28,601,870	Grants	27,101,870	1,500,000	28,601,870
Revised Total Fund Resources			28,601,870	Revised Total Fund Requirements			28,601,870
Comments: State grants allocated to Butteville Rd. Realignment and Roundabout Construction projects.							

Approved as to Form: _____
City Attorney _____ Date _____

APPROVED: _____
Eric Swenson, Mayor

Passed by the Council _____
Submitted to the Mayor _____
Approved by the Mayor _____
Filed in the Office of the Recorder _____

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



Agenda Item

September 12, 2022

TO: Honorable Mayor and City Council through City Administrator
FROM: Tony Turley, Finance Director
SUBJECT: **FY 2022-23 Transfer of Appropriations Request within General Fund**

RECOMMENDATION:

Adopt a resolution authorizing up to \$750,000 transfer from the General Fund's Contingency to Non-Departmental category for a grant award to AWARE Food Bank for the reconstruction of their facility.

BACKGROUND:

Every year, after Council budget adoption, circumstances arise that were either unforeseen, unquantifiable, or discovered as errors. Oregon Budget Law, ORS 294.471(1) provides for changes to adopted budgets through a transfer resolution or supplemental budget process that notices the proposed changes. Transfers not in excess of 15 percent of any fund's total expenditures may be made through a resolution without adoption of a supplemental budget. The proposed transfer of General Fund appropriations is less than 3 percent of the Fund's total budgeted expenditures.

DISCUSSION:

General Fund (001): Contingency \$750,000

Authority is requested to move \$750,000 from Contingency to the Materials & Services category.

General Fund (001): Materials & Services \$750,000

The increase represents additional funds needed for the distribution of grant funds to the AWARE Food Bank.

At the time we were completing the FY 2022-23 budget for the City, we had received approval of an additional \$500,000 to the original award of \$250,000 of CDBG-CV funds for the AWARE Food Bank re-development project.

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

Where we were able to reflect the grant revenue into the budget, we did not get the corresponding expenses accounted for in the budget. This oversight was due to a multitude of reasons, one of which included discussion with Business Oregon regarding the use of the CDBG-CV funding. Business Oregon has been concerned that the proposed re-construction of the AWARE Food Bank building would be classified as a new construction rather than a re-construction by HUD based on the addition of approximately 800 sf to the size of the structure. If this was the case, Business Oregon was indicating that they would reverse the award of the additional \$500,000.

Since that time, however, the issue has been resolved and the City will receive the full \$750,000 for the AWARE Food Bank project and thus requires making an amendment to the adopted FY 2022-23 budget.

FINANCIAL IMPACT:

If the resolution is approved, \$750,000 will be transferred from the General Fund's Contingency to Materials & Services category. This transfer will not change the Fund's total budgeted expenditures.

SUMMARY OF PROPOSED BUDGET CHANGES								
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED								
General Fund 001								
Resource	Original	Change	Revised	Requirement	Original	Change	Revised	
1				Materials & Services	-	750,000	750,000	
2				Contingency		(750,000)	(750,000)	
Revised Total Fund Resources			-	Revised Total Fund Requirements			-	
Comments: Transfer of Contingency balance to Materials & Services								

COUNCIL BILL NO. 3198

RESOLUTION NO. 2199

A RESOLUTION AUTHORIZING THE TRANSFER OF APPROPRIATIONS WITHIN THE GENERAL FUND FOR THE FISCAL YEAR 2022-2023.

WHEREAS, on June 13, 2022, the Woodburn City Council approved a Resolution adopting a budget for the fiscal year 2022-2023, wherein funds were appropriated; and

WHEREAS, ORS 294.463 provides that transfers of appropriations may be made within a given fund when authorized by Resolution of the City Council; and

WHEREAS, the City routinely budgets certain amounts and contingencies to provide budget resources to fund appropriations not anticipated at the time of budget adoption; and

WHEREAS, Transfers may be made from an operating contingency appropriation to the appropriation category from which it will be expended; and

WHEREAS, Contingency transfers that in aggregate during a fiscal year do not exceed fifteen percent (15%) of the total appropriations of the fund contained in the original budget may be made through a resolution without adoption of a supplemental budget; and

WHEREAS, Changes to previously budgeted appropriations in the General Fund are needed for reconstruction of the Aware Food Bank facility located across the street from City Hall.

NOW THEREFORE,

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Transfer of Appropriations. The following Transfer of Appropriations within the General Fund for the 2022-2023 fiscal year is hereby approved:

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
General Fund 001							
Resource	Original	Change	Revised	Requirement	Original	Change	Revised
1				Materials & Services	-	750,000	750,000
2				Contingency		(750,000)	(750,000)
Revised Total Fund Resources			-	Revised Total Fund Requirements			-
Comments: Transfer of Contingency balance to Materials & Services							

Approved as to form: _____
City Attorney Date

Approved: _____
Eric Swenson, Mayor

Passed by the Council _____

Submitted to the Mayor _____

Approved by the Mayor _____

Filed in the Office of the Recorder _____

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