

**COUNCIL MEETING MINUTES
SEPTEMBER 26, 2022**

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, SEPTEMBER 26, 2022

CONVENED The meeting convened at 7:08 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, Finance Director Turley, Human Resources Director Gregg, Economic Development Director Johnk, Special Projects Director Wakely, City Engineer Garcia, Software Support Specialist Sanchez, Public Affairs and Communications Coordinator Moore, City Recorder Pierson

PROCLAMATION

Mayor Swenson proclaimed September 15 through October 15, 2022, to be "Hispanic, Latinx, and Indigenous Heritage Month" in the City of Woodburn, and encouraged all to join in this observance.

PRESENTATION

Mary Tennant Award – City Administrator Derickson awarded Kathy McClaskey with the Mary Tennant Award for Excellence in Public Service.

Butteville Rd. Discussion - Community Development Director Kerr provided a briefing on the Butteville/Parr Rd. intersection and the reasons for the City to obtain jurisdiction over it.

Carney/Swanson... direct staff to initiate the process of annexing and/or transferring jurisdiction of the intersection of Parr/Butteville Rd. to the City of Woodburn. The motion passed unanimously.

BUSINESS FROM THE PUBLIC

Bruce Anderson, Deputy CEO of Liberty House, stated that Liberty House appreciates the support and collaboration that they have had with the City on the Woodburn Family Resource Center. He noted that the offices have been a huge step for Liberty House and added that they have three key components to their organization: the clinic for the initial assessments, Hope and Wellness for mental health and prevention services.

Kyle Tarr, Prevention Program Director at Liberty House, spoke about the prevention services that Liberty House provides, which includes child abuse prevention trainings and online safety education in English and Spanish to help our communities protect children from child abuse, sexual abuse, and digital abuse. He added that they are grateful and incredibly appreciative of the support from the city of Woodburn and the local community and that the new office at the Family Resource Center has already proven instrumental in helping to reach more families in 2022.

COUNCIL MEETING MINUTES SEPTEMBER 26, 2022

Marge Jones, 2807 Vasser St., stated that the development over in Smith Creek over by where she lives has increased the traffic tremendously and has become a safety factor. She added that more speed signs should be put up and more patrols in the area. She noted that theft has also become a problem in that area.

Albert Menendez, 2806 Vasser St., stated that he has lived in Woodburn for more than 15 years and never had any issues with people stealing anything from his house or property but this year had his personal car stolen from his driveway. He questioned why laws are not being enforced in Woodburn. He added that due to the Smith Creek development the amount of cars passing by exceeds the number of cars that they were told it was going to be. He added that there is a lot of noise 24/7 where people pass by with loud speakers that rattle windows and loud music as well as vehicles driving at a high rate of speed.

Elizabeth Garcia, 355 Harvard Dr., stated that she has noticed heavy traffic and cars passing by with windows open and loud music around 2:00 AM, which makes it hard to sleep. She asked the City for help as there is heavy traffic passing by including trailers.

William Brookshaw, 2665 Vasser St., stated that there is a speedway coming down Vasser and also Harvard Drive and that he would like to see parking on the west side of the road on Harvard Drive and on the east side on Baylor Dr. He added that people are doing donuts in the middle of the road.

Gordon Rains, 411 Harvard Drive, stated that right now you've got cars parked on both sides of the street, and traffic signs that nobody pays attention to because they're hidden behind trees. He added that he sees people doing rolling stops and donuts in that intersection.

Phyllis Bolt, 2634 Vasser St., stated that there are several hot rods that she can hear rev their engines and squeal off. She added that there are a lot of kids in these neighborhoods, and it's not safe. She suggested that gradual speed bumps be considered and that the speed go down to 20 miles an hour instead of 25.

Cesar Escuela, 2801 Ben Brown Drive, stated that he has pictures and video of people doing donuts in the intersection and that he has concerns for the children in the neighborhood. He added that he hopes the City might do something before his son or one of his neighbors kids get hurt.

Police Chief Pilcher stated that they are aware of the issues brought up and that they will be doing extra patrol into that area because people have very reasonably and understandably complained about the traffic flow through that area, which was once a very quiet residential neighborhood. He added that they hope to move one officer back to motorcycle in the next few months and that they also opened an application for an officer who is trained and certified to ride a motorcycle and conduct traffic enforcement. Chief Pilcher also provided information on the amount of time and the steps it takes to bring a newly hired police officer on.

Phyllis Bolt, 2634 Vasser St., questioned why speed bumps are not an option and City Administrator Derickson answered that the streets are designed to standards and the City adheres to these building code design standards, and traffic standards. It's when we deviate from that standard, like with the imposition of barriers like speed bumps and humps on streets that weren't designed to accommodate them, that the City is then exposed and all the taxpayers are put at risk.

COUNCIL MEETING MINUTES

SEPTEMBER 26, 2022

CONSENT AGENDA

- A. Woodburn City Council Meeting minutes of August 22, 2022,
 - B. Woodburn City Council Meeting Executive Session minutes of August 22, 2022,
 - C. Liquor License Application for Alebrijes Market LLC,
 - D. Liquor License Application for Crossroad Market LLC,
 - E. Acceptance of a Public Easement at 800 Kirksey St (Smith Creek Apartments), Woodburn, OR 97071 (Tax Lot 052W130000115),
 - F. Building Activity for August 2022.
- Carney/Cornwell... adopt the Consent Agenda. The motion passed unanimously.

CITY ADMINISTRATOR AND CITY ATTORNEY ANNUAL PERFORMANCE EVALUATIONS

Councilor Cabrales made a motion to table this discussion just so we can get a training on exactly how this is going to go out and that way we all are trained on like the goal setting and things like that, so I don't feel comfortable right now having a review, a performance review.

Councilor Carney stated he feels comfortable having a performance review right now and that this is something that they have been anticipating for a while.

Councilor Swanson seconded the motion. She added that she is very qualified to fill out the evaluation forms but can only do that from her perspective and wonders if as a Council they are supposed to bring more than just their one perspective and if they should be doing 360 evaluations.

City Administrator Derickson stated that the Council has an established process that has been applicable over the past year and if the Council wants to change that process going forward they can have that conversation. He added that it is only fair to use the standards that were set in place at the time that he and the City Attorney worked the prior year as the ones that are applied to them now based on the form that the City Council is using.

City Attorney Shields stated that this process was created by the Council and it has been here as long as he has been here. He added that it's the Council's prerogative to revise it but that it is unfair to revise it now.

Councilor Schaub stated that she has been on the Council for seven years and has turned in an evaluation each time and never thought it was a problem. She added that she has hers ready and asked which Councilors have completed them.

Councilor Cornwell and Councilor Carney both stated that had completed the evaluations.

Councilor Puente stated that he doesn't understand the rush in getting these evaluations done and that each Councilor should be there to do the evaluations not just four of the six.

Councilor Cornwell stated that she agrees with Councilor Puente and appreciates what Councilor Cabrales said about goal setting but that the evaluations actually have nothing to do with goal setting. She also stated that if Councilors had questions about the evaluation process that they could have come to the other City Councilors or to the City Attorney or City Administrator with those questions.

Councilor Cabrales asked for some clarification on the evaluation process.

COUNCIL MEETING MINUTES SEPTEMBER 26, 2022

City Administrator Derickson answered that the way that it works is that Councilors are given in advance of the meeting an evaluation form to be filled out based on the prior year work that the Council has seen him do. He stated that during the meeting he would talk about what the accomplishments have been, what the challenges are, and things that are coming down the pike and that the evaluation for Counselor Shields is the same. He added that the City Council would then have an opportunity to provide feedback, constructive criticism, accolades, or whatever it is that Councilors feel we need to hear that will help us be better.

Councilor Swanson stated that her intention is not to change the process but that she would like to be able to fill out a quality evaluation that brings value to their lives.

Mayor Swenson stated that he has some confusion about the process, as this is different from the last couple of times when it was done in an executive session.

City Administrator Derickson stated that the process has been consistent in the 14 years that he has been with the City and that it hasn't changed at all and asked that they help him to understand what this delay is really about. He added that they have a lot of really positive things to talk about and share with the community.

Mayor Swenson stated that it is an odd question to ask what the delay is about as he just wants to understand how to conduct this process and wants to leave a process in place that's clear and has a set timeline.

City Administrator Derickson stated that he is happy to have his evaluation conducted the way it has been conducted over the last three years that Mayor Swenson has been mayor. He added that he is not opposed moving forward with a different kind of process and that maybe that could be a part of the goal setting session at the first of the year.

Mayor Swenson stated that he has a motion on the floor to have a best practices training and a discussion about our goals that were established more than a year ago.

Councilor Carney stated that he would like to ask a question.

Mayor Swenson stated there is a motion on the floor to table it until we have had a training and a discussion about our goals and that motion has been seconded.

Councilor Carney told the Mayor that he is monopolizing the conversation and added that he is leaving the meeting because he doesn't want to be personally responsible for anything that happens here.

Councilor Cornwell stated that she is leaving.

Councilor Schaub stated that she is leaving as well.

City Attorney Shields advised the Mayor that they had lost their quorum.

The meeting ended at 8:51 p.m. due to a lack of a quorum.

**COUNCIL MEETING MINUTES
SEPTEMBER 26, 2022**

APPROVED _____
ERIC SWENSON, MAYOR

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

CITY OF WOODBURN
Community Development Department

MEMORANDUM

270 Montgomery Street

Woodburn, Oregon 97071

(503) 982-5246

Date: October 3, 2022
To: Chris Kerr, Community Development Director
From: Melissa Gitt, Building Official
Subject: Building Activity for September 2022

	2020		2021		2022	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	0	\$0	14	\$3,658,708	4	\$1,086,025
Multi-Family Residential	0	\$0	1	\$2,841,215	11	\$34,162,190
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	4	\$56,540	0	\$0	12	\$258,231
Industrial	0	\$0	0	\$0	0	\$0
Commercial	4	\$331,300	6	\$1,386,821	7	\$2,876,669
Signs and Fences	0	\$0	0	\$0	1	\$18,036
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	8	\$387,840	21	\$7,886,744	35	\$38,401,151
Fiscal Year to Date (July 1 – June 30)		\$6,432,046		\$30,169,155		\$44,114,504

- Totals represent permit valuation



Agenda Item

October 10, 2022

TO: Honorable Mayor and City Council through City Administrator

FROM: Curtis Stultz, Public Works Director

SUBJECT: **Resolution Authorizing the City to Provide Sanitary Sewer Service to Tax Lot 052W110000200 (3601 Newberg Hwy, Woodburn OR 97071) Woodburn Church of the Nazarene**

RECOMMENDATION:

Adopt a Resolution authorizing the Woodburn Church of the Nazarene (Tax Lot 052W110000200) to connect to the City's public sewer system.

BACKGROUND:

The Woodburn Church of the Nazarene property (3601 Newberg Highway) is located outside of the corporate city limits of Woodburn, however, the Amazon Development was required to obtain additional right-of-way and a public utility easement ("PUE") along their frontage as part of the improvements to the adjacent road system and reconstruction of the Butteville Road/OR-Hwy 219 intersection.

Currently, the Church's existing septic system is located within the limits of where a new public utility easement is to be dedicated. As a result, Trammel Crow (Amazon's Development Representative) on behalf of the Woodburn Church of Nazarene is requesting the City provide public sanitary sewer services to 3601 Newberg Highway, so that the new PUE can be accommodated.

A sewer main running north-south and parallel to the Church's westerly property line was built recently as part of the Amazon Development, including a stub out to provide sewer service to 3601 Newberg Highway in the future. The new sewer main is going to be a public main when the Amazon development is deemed complete by the City.

DISCUSSION:

Trammel Crow is requesting an emergency public sewer connection to 3601 Newberg Highway in order to avoid possible grade conflicts, regulatory requirements, and septic system failures due to future installation of franchise utilities within the newly acquired public utility easement.

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

Trammel Crow has agreed to obtain all approvals and permits required to complete the connection to the new public sewer system, including decommissioning the Church's current septic system and returning the property to its condition prior to work, or better.

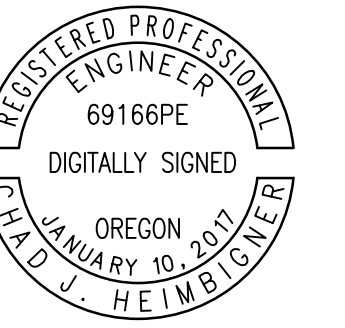
FINANCIAL IMPACT:

There is no cost to the City for providing public sewer service. The property owner will be billed at a rate of 1.5 times the current sewer rate for residents within the City of Woodburn.

ATTACHMENTS

- A. Approved Civil Plans of the future public sewer main and stub out to provide sewer service to 3601 Newberg Highway.
- B. Marion County Tax Map 052W11
- C. Marion County Permit 1304918 _ Map of Septic system

S. LOCATED IN THE SE 1/4 OF SECTION 11 AND IN THE NE 1/4 OF SECTION 14, T.5S., R.2W., W.M., CITY OF WOODBURN, MARION COUNTY, OREGON



RENEWAL DATE: 06/30/2023

**PROJECT BASIE
CONSTRUCTION SET**

Trammell Crow Company

PROJECT ADDRESS:
BUTTEVILLE ROAD
WOODBURN, MARION COUNTY, OR

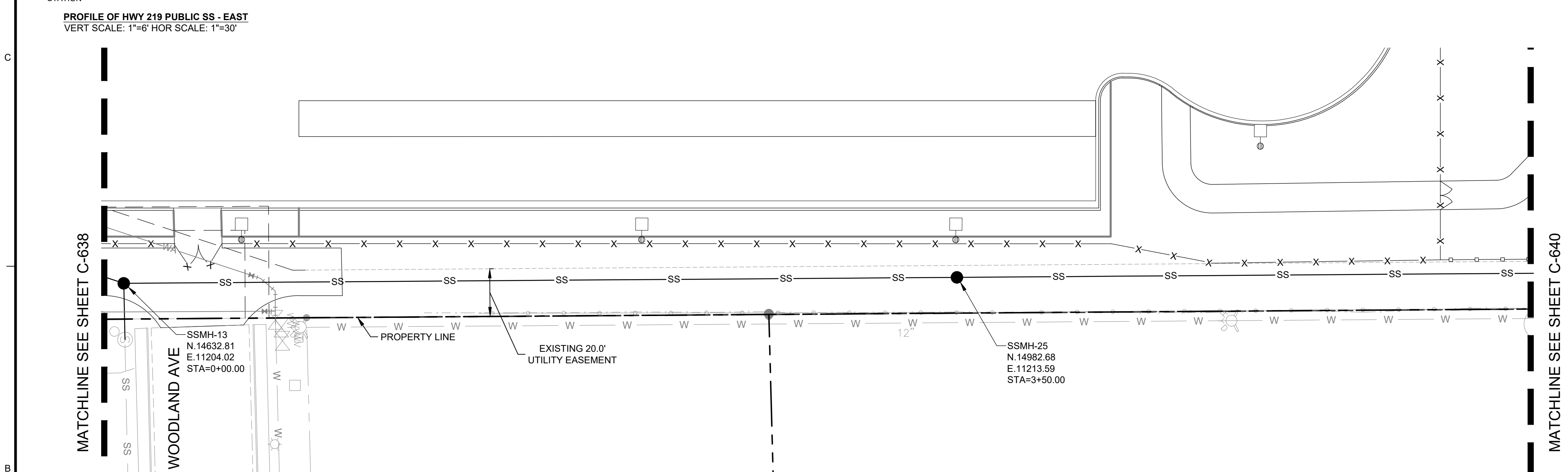
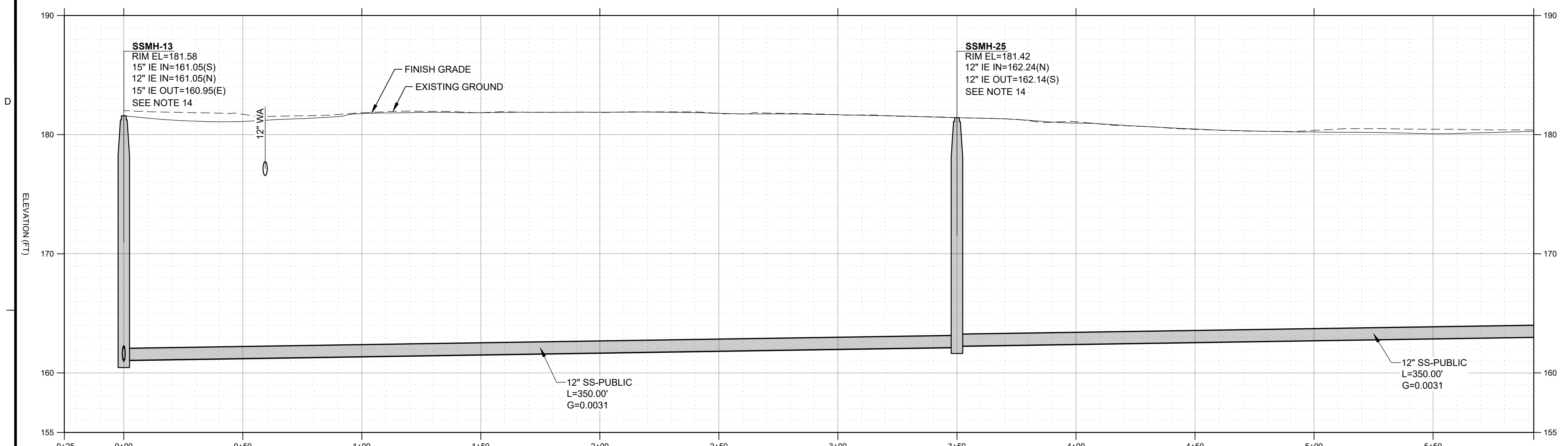
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G	12/17/21	ASI 015
H	12/23/21	ASI 018
I	01/07/22	ASI 019
J	01/17/22	ASI 022
K	01/17/22	ASI 023
L	02/18/22	ASI 030
1	01/31/22	ASI 025
2	02/11/22	ASI 028
3	02/18/22	ASI 030

PROJ. NO.	210598
DRAWN	DLS
CHECKED	CBM
DATE	01/21/2022

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**SHEET TITLE:
PUBLIC SEWER
PLAN - HWY 219**

SHEET NO:
C-639



- NOTES**
- REFER TO SHEET C-010 FOR GENERAL NOTES.
 - REFER TO SHEETS C-400 - C-425 FOR ADDITIONAL INFORMATION REGARDING SITE GRADING.
 - REFER TO SHEETS C-500 - C-525 FOR ADDITIONAL INFORMATION REGARDING THE STORM WATER MANAGEMENT IMPROVEMENTS.
 - REFER TO SHEETS C-651 - C-660 FOR DETAILED WATER PLANS & PROFILES.
 - REFER TO SHEETS C-671 - C-690 FOR PUBLIC WATER EXTENSION PLANS.
 - REFER TO LANDSCAPE AND IRRIGATION PLANS FOR CONTINUATION OF IRRIGATION SERVICE.
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 - UTILITY TRENCH SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWING NO. 3800-1.
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 - STREET CUTS AND SURFACE REPAIRS SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWING NO. 4220-1.
 - POTABLE AND NON-POTABLE WATER LINE SEPARATION SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWINGS NO. 5000-6 AND 6200-4.
 - CONNECT TO SANITARY SEWER MAIN STUB AT EXISTING MANHOLE PER CITY OF WOODBURN STANDARDS. COORDINATE SCHEDULING AND ALL REQUIREMENTS WITH THE CITY OF WOODBURN.
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 - STANDARD SANITARY SEWER MANHOLE SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWING NO. 6510-3.
 - STANDARD 8 INCH TRAFFIC RATED CLEANOUT SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWING NO. 6200-1.
 - STANDARD SEWER SERVICE LINES SHALL COMPLY WITH CITY OF WOODBURN STANDARD DRAWING NO. 6200-3.
 - IF SATURATED SOIL IS ENCOUNTERED DURING TRENCH EXCAVATION, CONTRACTOR SHALL UTILIZE ALTERNATIVE TRENCH SECTION AS SHOWN ON SHEET C-713, DETAIL 1.

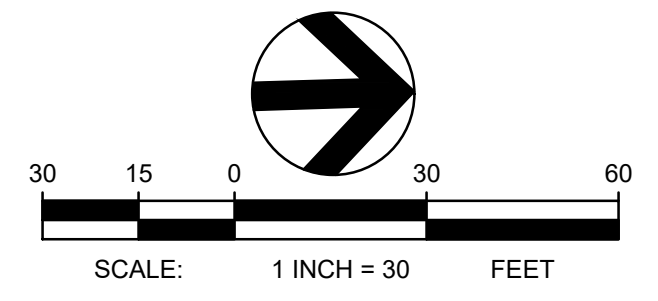
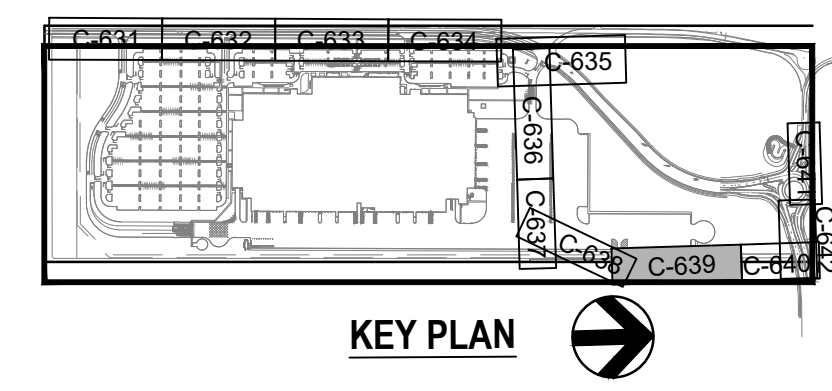
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LEGEND

---	PROPERTY LINE
---	CURB
SS	SEWER PIPE
SD	STORM PIPE
WA	WATER PIPE
•	CLEANOUT
●	SANITARY SEWER MANHOLE

ABBREVIATIONS

E	EAST	S	SOUTH
EL	ELEVATION	STA	STATION
FF	FINISH FLOOR	SSCO	SEWER CLEANOUT
GH	GUARD HOUSE	SSMH	SEWER MANHOLE
G	GRADE	W	WEST
IE	INVERT		
L	LENGTH		
N	NORTH		
POC	POINT OF CONNECTION		
OWS	OIL/WATER SEPARATOR		



BENCH MARK NOTE

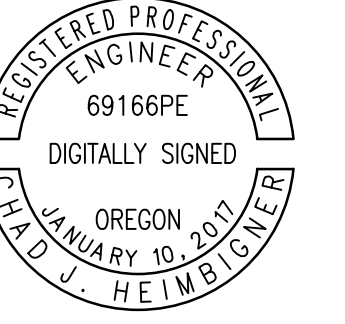
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THE EXISTING INFORMATION SHOWN ON THESE PLANS IS PER THE SURVEY COMPLETED BY:
KC DEVELOPMENT
P.O. BOX 368
CAMAS, WA 98607
(360) 834-2519
DATED: 06/22/2016.
THE CONTRACTOR SHALL VERIFY EXISTING SITE CONDITIONS AND CONTACT THE ENGINEER IF DISCREPANCIES ARE NOTED.

UTILITY STATEMENT

LOCATION OF EXISTING UNDERGROUND UTILITIES HAVE BEEN TAKEN FROM DRAWINGS AND FIELD LOCATES SUPPLIED BY THE APPROPRIATE UTILITY COMPANIES. UTILITY LOCATIONS SHOWN ON THIS DRAWING ARE APPROXIMATE ONLY. PRIOR TO BEGINNING ANY CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF EACH UTILITY.

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RENEWAL DATE: 06/30/2023

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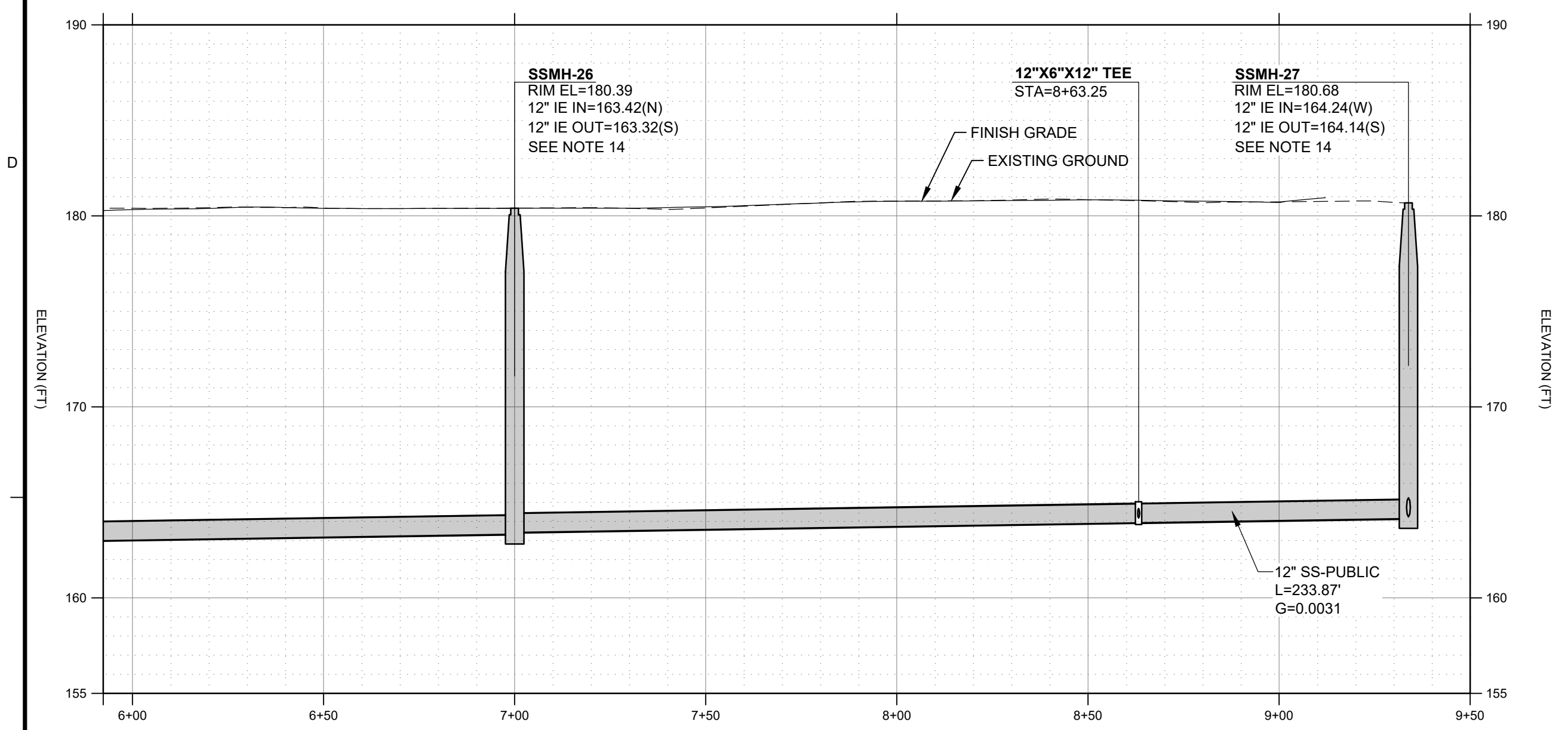
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PROJ. NO. 210598
DRAWN DLS
CHECKED CBM
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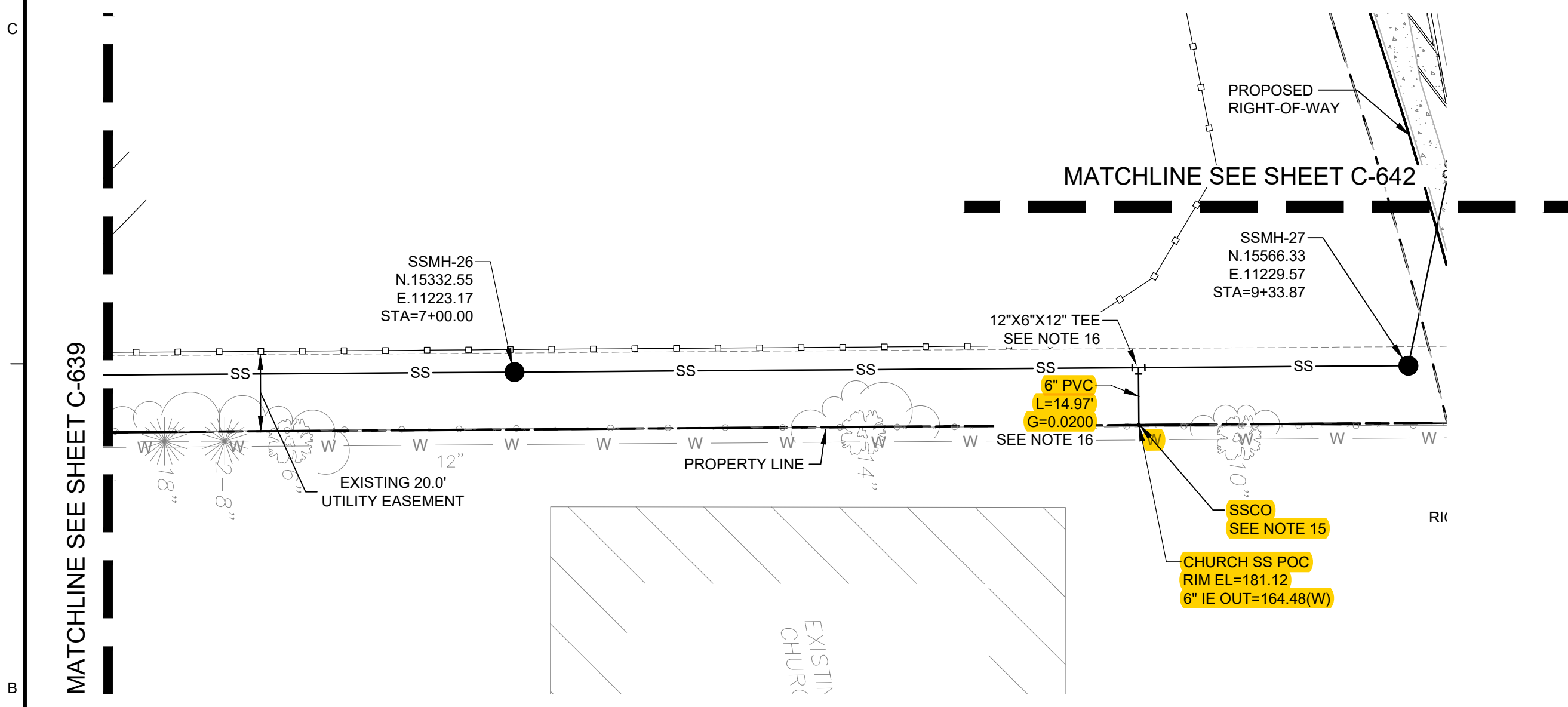
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SHEET TITLE:
**PUBLIC SEWER
PLAN - HWY 219**

SHEET NO:
C-640



PROFILE OF HWY 219 PUBLIC SS - EAST
VERT SCALE: 1"=6' HOR SCALE: 1"=30'



NOTES

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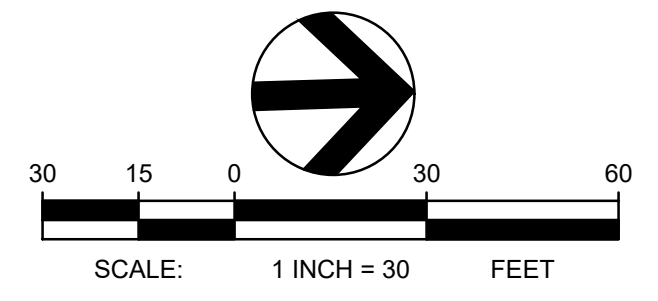
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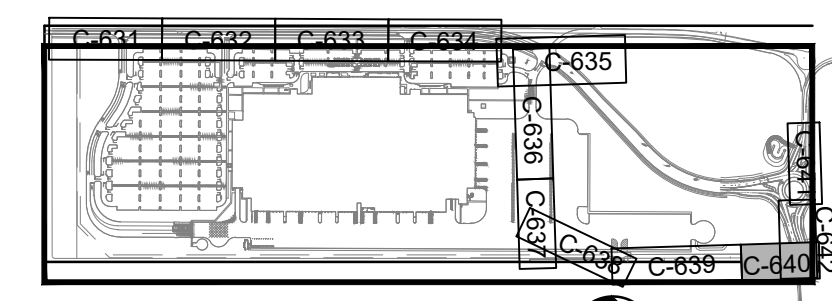
TBM INFORMATION
REFER TO TOPOGRAPHIC SURVEY FOR MORE INFORMATION, SHEETS C-030 - C-031.

BENCH MARK NOTE

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KEY PLAN



05 2W 11

05 2W 11
WOODBURN



MARION COUNTY, OREGON
SEC 11 T5S R2W W.M.
SCALE 1" = 400'

LEGEND

- LINE TYPES**
- Taxlot Boundary
 - Road Right-of-Way
 - Railroad Right-of-Way
 - Private Road ROW
 - Subdivision/Plat Bndry
 - Waterline - Taxlot Bndry
 - Historical Boundary
 - Easement
 - Railroad Centerline
 - Taxcode Line
 - Map Boundary
 - Waterline - Non Bndry

- CORNER TYPES**
- + 1/16TH Section Cor.
 - ⊙ DLC Corner
 - ⊠ 1/4 Section Cor.
 - ⊠ 16, 15 Section Corner
 - ⊠ 21, 22

NUMBERS

Tax Code Number
00 00 0

Acreege
0.25 AC

All acres listed are Net Acres, excluding any portions of the taxlot within public ROWs

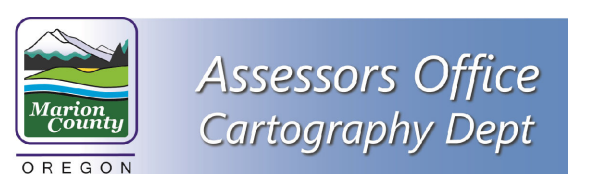
NOTES

Tick Marks: A tick mark in the road indicates that the labeled dimension extends into the public ROW

CANCELLED NUMBERS

105			
300			

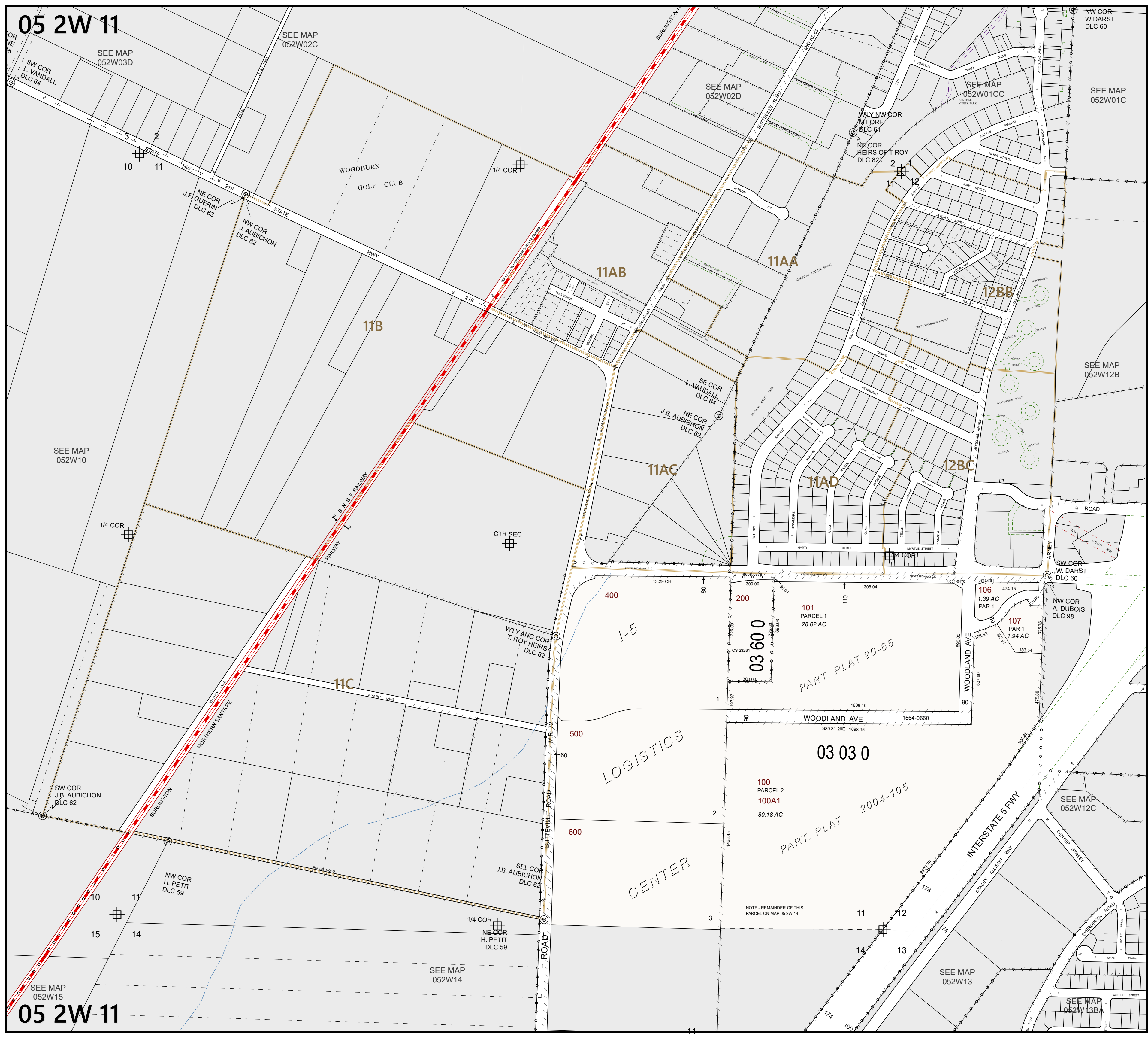
DISCLAIMER: THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY



FOR ADDITIONAL MAPS VISIT OUR WEBSITE AT www.co.marion.or.us

PLOT DATE: 6/13/2022

WOODBURN
05 2W 11



MARION COUNTY BUILDING INSPECTION

SENATOR BLDG. NO. 225

220 HIGH STREET NE

SALEM, OREGON 97301

PHONE: 588-5147 8:00 - 4:30
24 HOUR CODE-A-PHONE: 588-7904

() I am performing work on a property I own or occupy.
() I am a registered builder OR () the authorized representative of a registered builder. SIGNATURE OF APPLICANT: _____
() The work will be performed by a registered builder.
() Other _____
I have read and agree to the terms stated on the reverse side of this document. DATE: _____
DATE: 11/17/93 TIME: 10:08:45

OWNER: CHURCH OF THE NAZARENE		TAX LOT:	CATEGORY: COMMERCIAL			
SITUS ADDRESS: 3601 WEST NEWBERG HWY -- WOODBURN OR 97071		CONSTRUCTION TYPE: MARION COUNTY, NO.	OCCUPANCY:			
Use of Building: OTHER NON-RESIDENTIAL BUILDINGS		CONTRACT CITY:	UGB:	OCCUPANT LOAD:		
MAILING ADDRESS:		SUBDIVISION:				
PHONE: 981-9070		SITE NUMBER: 93-03296				
		VALUATION: \$7,488.00				
LOT:	BLOCK:	SECTION:	TOWNSHIP:	RANGE:	ZONE:	MAB:
WIDTH:	DEPTH:	AREA:	UNITS:	IRREG. LOT:	CORNER:	

TYPE: BUILDING PERMIT OR APPLICATION NO: 51884

CONTRACTOR, NO. 12773
Moses Allen Schrock
13990 Salt Creek Rd
Dallas, 97338-0000
PHONE: 623-2484

ARCHITECT/ENGINEER, NO.

PHONE:

ITEM	QUANTITY	AMOUNT
BUILDING FEE		\$68.50
PLAN REVIEW		\$44.53
BUILDING STATE SURCHARGE		\$3.43
ZONING SURCHARGE		\$3.43
TOTAL ASSESSED FEES		\$119.89
PREVIOUS RECEIPTS		\$119.89
THIS RECEIPT		\$0.00
BALANCE DUE		\$0.00

PAYEE:
RECEIVED BY: DM2

TYPE: CHECK #: 0

* THIS IS A VALID PERMIT. THIS PERMIT EXPIRES 180 DAYS FROM ITS ISSUE DATE. IF CONSTRUCTION CEASES FOR A PERIOD OF 180 DAYS, OR IF CONSTRUCTION FAILS TO MEET ALL REQUIREMENTS OF STATE LAWS AND MARION COUNTY BUILDING AND ZONING ORDINANCES, THIS PERMIT ALL BECOME NULL AND VOID.

ENERGY PATH:

HEIGHT:
TOTAL SQ. FT.: 624
STORIES: 1
PLAN ACTION:
ENERGY PATH:

SETBACKS: FR *
CS *
RS *
RR *
SF *

REMARKS: *ACCESSORY STRUCTURE MUST BE LOCATED BEHIND BUILDING.

DONALD E. WOODLEY, MARION COUNTY BUILDING OFFICIAL / BY _____

mailed 11-17-93

45' Hwy

214

Proposed lighted sign

4 x 8
5 x 10
7' 6" high

VAN PARKING

LAWN

Drain field

Septic

Paved Parking Lot

CHURCH

Property line

25'

30'

Paved behind building
must be parking

Align with corner of existing church

Proposed 24' x 36' Bldg

Unimproved ground

Alterate Drainfield 4 acres open field

JF 11.5.93

3601 W Newberg Hwy Wilson

Hwy 214 Property Line

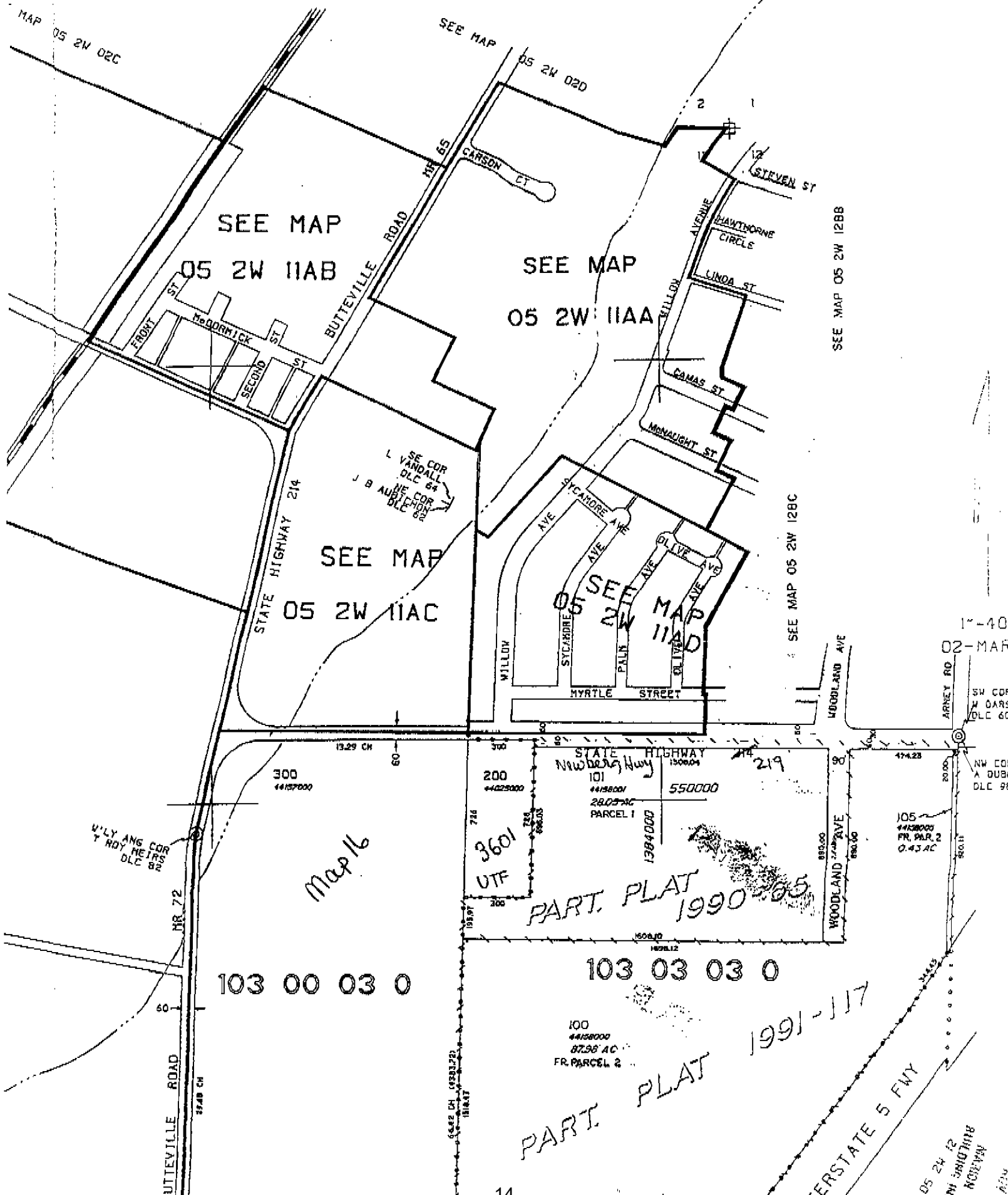
13 NO Record of Septic System

RECEIVED
NOV 3 1993
MARION COUNTY
BUILDING INSPECTION



MARION COUNTY, OREGON

8 INCH



SEE MAP
05 2W 11AB

SEE MAP
05 2W 11AA

SEE MAP
05 2W 11AC

05 SE 2W 11AD

103 00 03 0

103 03 03 0

PART. PLAT 1991-117

PART. PLAT 1990-65

12-400
02-MAR

SW COR
M OARS
DLC 60

NW COR
A DUBC
DLC 98

SEE MAP 05 2W 128B

SEE MAP 05 2W 128C

RAIDING MAR
27 42 50

COUNCIL BILL NO. 3199

RESOLUTION NO. 2200

A RESOLUTION TO EXTEND AND PROVIDE MUNICIPAL SEWER SERVICES TO THE WOODBURN CHURCH OF THE NAZARENE PROPERTY (3601 NEWBERG HWY, WOODBURN, OREGON) LOCATED OUTSIDE THE CORPORATE CITY BOUNDARIES

WHEREAS, pursuant to City Ordinance 2405, the City has the power and authority to provide municipal water and/or sewer service to property outside the corporate City boundaries in instances where an emergency is declared by the City Council and the Council makes a policy determination that it is in the interests of the City to provide these services; and

WHEREAS, as a result of redevelopment and relocation of the Butteville Road/OR-HWY 219 (Newberg Hwy) intersection, the Oregon Department of Transportation ("ODOT") required the dedication of certain land along the north and western boundaries of the Woodburn Church of the Nazarene property for new right-of-way purposes; and

WHEREAS, related to the intersection redevelopment and right-of-way dedication, the City also has a need for a Public Utility Easement ("PUE") along the new OR-HWY 219 frontage of the Church of the Nazarene property; and

WHEREAS, the City's interest in acquiring a PUE along the frontage of the Church's property is for purposes of being able to relocate critical utility infrastructure along the highway should it become necessary to enable future development in the west Woodburn area and the Southwest Industrial Reserve Area; and

WHEREAS, the Church's property is located within the City's urban growth boundary and has a connection to the City's water service, however, it remains unincorporated and also does not have a municipal sewer connection, instead relying on an onsite septic system; and

WHEREAS, in order to accommodate the dedication of a PUE along the Church's northern boundary, it is critical that the septic system on the Church's property be decommissioned, so that future utility installations will not impede and will not be impeded by the Church's current septic system's drainage field that would otherwise overlap with part of the PUE area; and

WHEREAS, the City Council finds that as a result of the Butteville Road/OR-HWY 219 intersection redevelopment, the Church's septic system must be decommissioned to accommodate extension of City utilities; and therefore as a result, a public health emergency is declared to exist and the City finds that it is in

its best interest to correspondingly extend and provide a municipal sewer connection for the church property, **NOW, THEREFORE,**

THE CITY OF WOODBURN RESOLVES AS FOLLOWS:

Section 1. Where the City has a critical need to acquire a Public Utility Easement along the north boundary of the Church of the Nazarene property, related to the redevelopment of the Butteville Road/OR-HWY 219 intersection, and because such easement area would overlap and likely interfere with the Church's onsite septic system, the City hereby declares a public health emergency necessitating that municipal sewer services be extended outside city boundaries.

Section 2. The City Council finds that it is in the public interest that sewer services should be extended outside city boundaries and hereby approves providing municipal sewer services to the Church of the Nazarene Property (3601 Newberg Highway, Woodburn, Oregon).

Section 3. The City Council's decision to extend sewer services outside city boundaries in this situation is specific to the facts and circumstances of this case and are justified as a result of the redevelopment of the Butteville Road/OR-HWY 219 intersection. All costs associated with extending the municipal sewer line(s) and providing the service connection for the Church of the Nazarene Property will be borne by the developer responsible for construction of the new intersection.

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

October 10, 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 July 31, 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

October 10, 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 than 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 City Attorney Finance

(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 allowed 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 to 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 administrating 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



Agenda Item

October 10, 2022

TO: Honorable Mayor and City Council

FROM: Scott C. Derickson, City Administrator

SUBJECT: **First Amendment to ARPA Funded Services Grant Agreement with Liberty House**

RECOMMENDATION:

Authorize the City Administrator to sign an amendment to the ARPA Funded Services Grant Agreement with Liberty House to increase the amount of grant funding with an additional one-time payment of \$120,000.00 to expand the scope of Project Services provided to the City and its residents.

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 Liberty House.

The City has identified Liberty House as an eligible nonprofit organization and an essential partner in providing vital services in Woodburn, especially as the needs of the community have grown as a result of the COVID-19 pandemic. The City of Woodburn initially entered into an ARPA Funded Services Grant Agreement effective February 1, 2022 ("Original Agreement") with Liberty House with certain annual operating payment(s) (\$40,000/year) in exchange for Liberty House's administration of identified Project Services, including education and outreach program services a minimum of 3 days per week, 6 hours per day for the benefit of City residents.

The City desires to provide additional financial support for Grantee in the amount of \$120,000.00 to expand the scope of Project Services to be provided by Liberty House in the Original Agreement; this expansion of services would include Clinical services for medical assessment, forensic interviewing, and family support/victim advocacy for children and their caregivers.

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

The proposed Amendment and Original Agreement provides the terms and conditions under which Liberty House 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.

DISCUSSION/ FINANCIAL IMPACT:

The proposed Amendment to the ARPA Funded Services Grant Agreement is to support Liberty House in the recruitment, training and deployment of personnel for medical provider services, forensic interviewing, family support/victim advocacy, medical assistance and reception.

Sufficient ARPA funds have been approved and are included in the adopted FY 2022-23 budget.

The total FY 2022-23 fiscal impact of the proposed Amendment is One Hundred and Twenty Thousand Dollars (\$120,000.00).

FIRST AMENDMENT TO ARPA FUNDED SERVICES GRANT AGREEMENT WITH LIBERTY HOUSE

THIS First Amendment to the ARPA Funded Services Grant Agreement (“First Amendment”) is entered into between the City of Woodburn, an Oregon municipal corporation (the “City”) and Liberty House (collectively the “Parties”).

BACKGROUND

WHEREAS, the City and Liberty House previously entered into that ARPA Funded Services Grant Agreement effective February 1, 2022 ("Original Agreement"), whereby the City agreed to provide Liberty House with certain annual operating payment(s) (\$40,000/year) in exchange for Liberty House's administration of identified Project Services, including education and outreach programs a minimum of 3 days per week, 6 hours per day for the benefit of City residents;

WHEREAS, the Parties desire to enter into this First Amendment to expand the scope of Project Services to be provided by Liberty House in the Original Agreement to include Clinical services for medical assessment, forensic interviewing, and family support/victim advocacy for children and their caregivers, in exchange for the City increasing the Grant Funding with an additional one-time payment of \$120,000.00;

WHEREAS, all terms not otherwise defined herein shall have the meaning assigned to them in the Original Agreement; and

NOW, THEREFORE, the Parties agree to amend the Original Agreement as follows:

FIRST AMENDMENT

1. Scope of Project Services & Activities. Where Sections 1 and 4.1 of the Original Agreement identify Project Services and Activities to be performed by Liberty House as Grantee and recipient of ARPA Grant Funds from the City, those sections are hereby amended to expand and include within their scope the following:

- (i) Establishing Clinical services for the medical assessment, forensic interviewing, and family support/victim advocacy for children and their caregivers.
- (ii) Increases to the Grant Funding amount will hereafter support the recruitment, training and deployment of the positions needed for opening Clinical services as well as maintaining Prevention Services in Woodburn to serve all of Woodburn and children and families in North Marion County.

2. Grant Funding. Sections 3.1 – 3.3. of the Original Agreement are hereby amended such that the City agrees to increase the Grant Amount being awarded to Liberty House with an additional one-time payment of \$120,000.00. This increased funding is being provided in consideration of the increased scope of services identified above. Disbursement of this additional

one-time funding amount will be paid to Liberty House within 30 days of the effective date of this First Amendment.

3. Except as amended by this First Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this First Amendment effective as of the last date of signature specified below.

CITY OF WOODBURN,
an Oregon municipal corporation

LIBERTY HOUSE
an Oregon domestic nonprofit corporation

Scott Derickson,
City Administrator

By: _____
Its: _____

Date

Date