

PROCLAMATION

NOVEMBER 2024 – SMALL BUSINESS MONTH

WHEREAS, the City of Woodburn, OR celebrates our local small businesses and the contributions they make to our local economy and community; and

WHEREAS, according to the United States Small Business Administration, there are currently 33.3 million small businesses in the United States, that employ more than 59 million people; and

WHEREAS, small businesses employ 45.9 percent of all private sector businesses with employees in the United States; and

WHEREAS, on average, 33 percent of consumers' holiday shopping will be done at small, independently-owned retailers and restaurants; and

WHEREAS, over a quarter (27.3%) of all firms are family-owned businesses.

WHEREAS, Woodburn, OR supports its 80+ small businesses that create local jobs, boost our local economy, and preserve our neighborhoods; and

WHEREAS, advocacy groups as well as public and private organizations across the country have endorsed the Saturday after Thanksgiving as Small Business Saturday.

NOW, THEREFORE, I, Frank Lonergan, Mayor of the City of Woodburn, do hereby proclaim the month of November 2024, as **SMALL BUSINESS MONTH** and encourage the members of our community to support small businesses and merchants during the month of November and November 30th for Small Business Saturday, and throughout the year.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Woodburn to be affixed this 12 day of November 2023.

Frank Lonergan, Mayor
City of Woodburn



CITY OF WOODBURN

Investment Performance Review For the Quarter Ended September 30, 2024

Client Management Team

Lauren Brant, Managing Director
Giancarlo Morales-Belletti, Portfolio Manager
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Market Summary

Summary

- ▶ Economic performance in the third quarter of 2024 continued to support a soft-landing outlook for the U.S. economy, underpinned by historically low unemployment, resilient consumer spending, record household wealth and a supportive Federal Reserve (Fed). Inflation continued to make progress towards the Fed's 2% target, while the labor market cooled from its formerly overheated state. This prompted the Fed to acknowledge that the risks on both sides of its dual mandate – stable prices and full employment – were now “roughly in balance.”
- ▶ The Fed cut the overnight policy rate by 50 bps (0.50%) to a new target range of 4.75% to 5.00% at its September 18 meeting, marking the first rate cut in over four years. Furthermore, the Fed's updated “dot plot” implied an additional 50 bps of rate cuts through the balance of 2024 and 100 bps of cuts in 2025. The Fed expects to reach the longer run “neutral” policy rate of 2.875% by the end of 2026.
- ▶ While the bond market priced in much of the Fed's forecasted rate trajectory into lower long-term bond yields, the equity and credit markets remained priced for a soft landing as positive sentiment and investor confidence continued to buoy risk asset valuations. Equity markets surged ahead in Q3. The S&P 500 Index returned 5.9% in the quarter, bringing YTD returns to 22.1%. In a reversal of the first half of the year, market strength broadened out as the Russell 2000 small cap index outperformed the S&P 500, returning 9.3% for the quarter. The NASDAQ also lagged, returning just 2.8% for the quarter. U.S. Treasury yields plunged in Q3, embracing the Fed's expected rate cutting cycle, which supported strong bond market performance.

Economic Snapshot

- ▶ U.S. inflation readings continued to make progress toward the Fed's 2% target as both headline CPI (2.5%) and Core CPI (3.2%) ended the quarter at their lowest levels in over three years. Housing costs remain elevated, however, as shelter inflation at 5.2% year-over-year is roughly double the 2.6% average in the decade preceding the pandemic.
- ▶ U.S. Real GDP growth ramped up in Q2, with the third and final estimate reporting growth of 3.0%, nearly double the rate of the previous quarter. The main contributors of the increase were a surge in private inventories and an acceleration in consumer spending that were partially offset by a downturn in residential housing and weaker net exports.
- ▶ The U.S. labor market added an average of 186,000 jobs per month in Q3, which was a rebound from Q2's relatively weak reading of 147,000 per month. Additionally, the unemployment rate ended the quarter at 4.1%, flat for the quarter but up from 3.7% at the beginning of the year. While the pace of expected hirings has gradually slowed, layoff rates have remained near multi-year lows and weekly jobless claims are firmly below their long-term averages indicating the labor market remains healthy.

Interest Rates

- ▶ The market spent most of the quarter preparing for the first rate cut in September, after the Fed noted in July that the risks to jobs and prices have come into better balance. The Fed delivered the much-anticipated interest rate cut at its September meeting and reduced the overnight rate by 50 bps, which was on the high side of expectations.
- ▶ U.S. Treasury yields fell sharply throughout Q3, reflecting the imminent outset of the Fed's cutting cycle. The yield on the 2-, 5-, and 10-year U.S. Treasuries ended the quarter at 3.64%, 3.56%, and 3.78%, respectively. This represented decreases of 111 bps, 82 bps, and 62 bps, respectively.
- ▶ After spending a record amount of time inverted, the yield curve steepened (as measured by the yield difference between the 2- and 10-year U.S. Treasury notes) and dis-inverted for the first time since July 2022.
- ▶ As a result of lower yields, U.S. Treasury indices generated strong total returns for the quarter. The ICE BofA 2-Year and 5-Year U.S. Treasury indices returned 2.85% and 4.41% respectively, while the 10-Year U.S. Treasury index returned 5.73% for the quarter.

Sector Performance

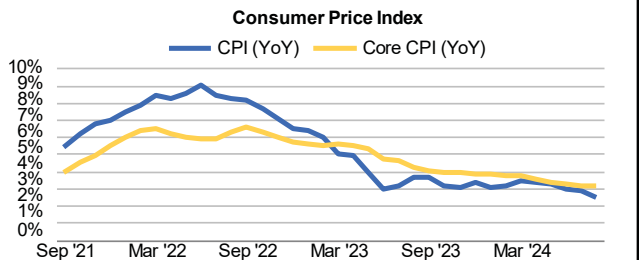
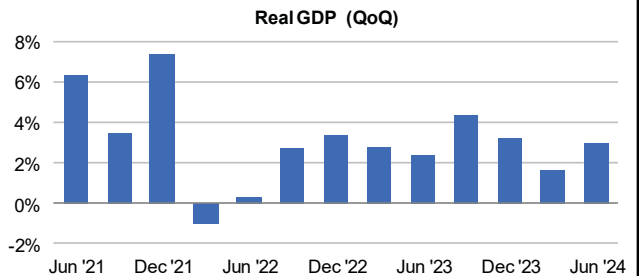
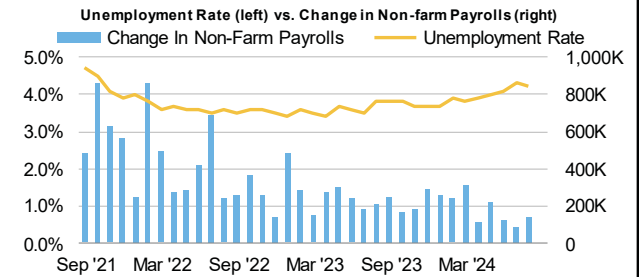
- ▶ Sustained investor appetite continued to pressure yield spreads toward near multi-year lows across most investment grade sectors throughout Q3, resulting in firmly positive excess returns on the corporate and mortgage-related sectors.
- ▶ Federal agency and supranational spreads remained low and rangebound throughout Q3. These sectors produced muted excess returns relative to other investment grade fixed income sectors as issuance remained quite light and the incremental income from the sectors was near zero.
- ▶ Investment-grade (IG) corporates posted a strong quarter as sustained high issuance carried over from Q1 and Q2 was well-absorbed by robust investor demand. As a result, spreads ended the quarter very near their two-year lows. From an excess return perspective, lower-quality and longer-duration issuers generally outperformed. Performance of financial and banking issuers once again led most other industries across most of the yield curve during the quarter.
- ▶ Most mortgage-related sectors were top of class performers during Q3 as spreads continued to test 12-month lows. Agency-backed mortgages rebounded soundly in Q3 following an underwhelming Q2. Declining mortgage rates and a somewhat more positive outlook in the housing market provided a tailwind for the sector during the quarter.
- ▶ Unlike corporates, AAA-rated asset-backed securities (ABS) generated muted excess returns for the quarter as spreads remained modestly elevated for both automobile and credit card collateral. Attractive incremental income from the sector helped offset modest price declines for the quarter.

Economic Snapshot

Labor Market	Latest	Jun '24	Sep '23	
Unemployment Rate	Aug '24	4.2%	4.1%	3.8%
Change In Non-Farm Payrolls	Aug '24	142,000	118,000	246,000
Average Hourly Earnings (YoY)	Aug '24	3.8%	3.8%	4.5%
Personal Income (YoY)	Aug '24	5.6%	5.8%	5.4%
Initial Jobless Claims (week)	9/28/24	225,000	239,000	216,000

Growth	Latest	Jun '24	Sep '23	
Real GDP (QoQ SAAR)	2024Q2	3.0%	1.6% ¹	2.4% ²
GDP Personal Consumption (QoQ SAAR)	2024Q2	2.8%	1.9% ¹	1.0% ²
Retail Sales (YoY)	Aug '24	2.1%	2.0%	4.2%
ISM Manufacturing Survey (month)	Sep '24	47.2	48.5	48.6
Existing Home Sales SAAR (month)	Aug '24	3.86 mil.	3.90 mil.	3.98 mil.

Inflation/Prices	Latest	Jun '24	Sep '23	
Personal Consumption Expenditures (YoY)	Aug '24	2.2%	2.4%	3.4%
Consumer Price Index (YoY)	Aug '24	2.5%	3.0%	3.7%
Consumer Price Index Core (YoY)	Aug '24	3.2%	3.3%	4.1%
Crude Oil Futures (WTI, per barrel)	Sep 30	\$68.17	\$81.54	\$90.79
Gold Futures (oz.)	Sep 30	\$2,636	\$2,340	\$1,848



1. Data as of First Quarter 2024.

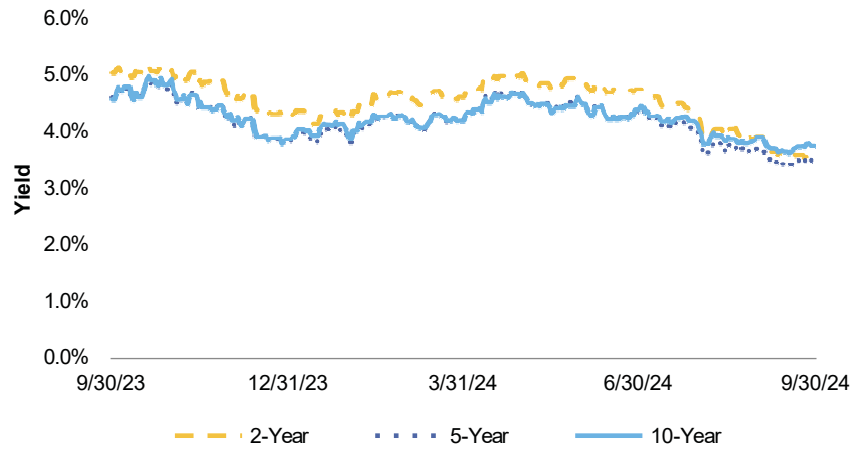
2. Data as of Second Quarter 2023.

Note: YoY = year-over-year, QoQ = quarter-over-quarter, SAAR = seasonally adjusted annual rate, WTI = West Texas Intermediate crude oil.

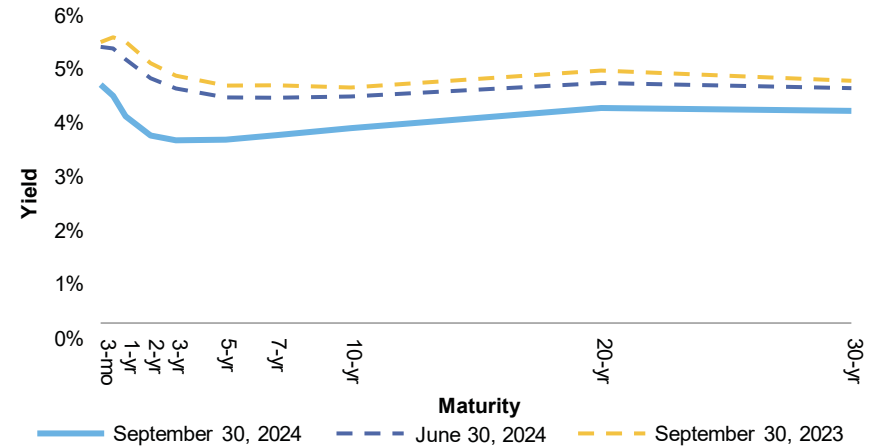
Source: Bloomberg.

Interest Rate Overview

U.S. Treasury Note Yields



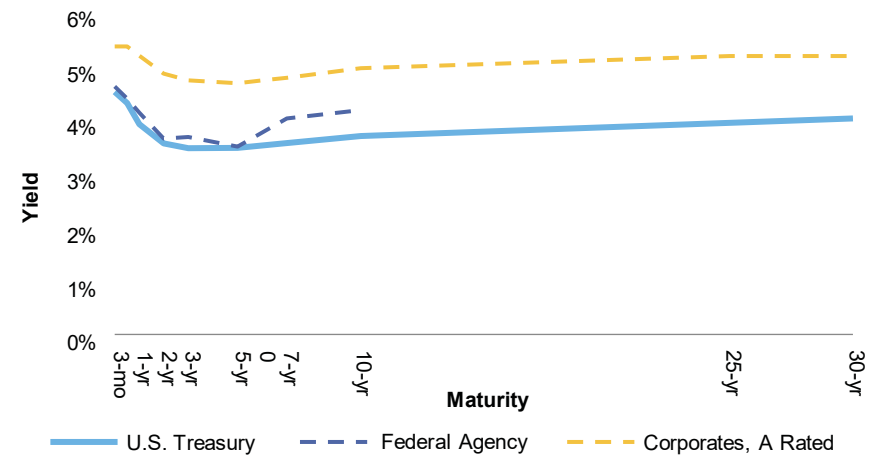
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Sep '24	Jun '24	Change over Quarter	Sep '23	Change over Year
3-Month	4.63%	5.36%	(0.73%)	5.45%	(0.82%)
1-Year	4.01%	5.12%	(1.11%)	5.46%	(1.45%)
2-Year	3.64%	4.76%	(1.12%)	5.05%	(1.41%)
5-Year	3.56%	4.38%	(0.82%)	4.61%	(1.05%)
10-Year	3.78%	4.40%	(0.62%)	4.57%	(0.79%)
30-Year	4.12%	4.56%	(0.44%)	4.70%	(0.58%)

Yield Curves as of September 30, 2024



Source: Bloomberg.

ICE BofAML Index Returns

September 30, 2024	As of 09/30/2024		Returns for Periods ended 09/30/2024		
	Duration	Yield	3 Month	1 Year	3 Years
1-3 Year Indices					
U.S. Treasury	1.83	3.70%	2.87%	6.74%	1.33%
Federal Agency	1.46	3.80%	2.52%	6.68%	1.42%
U.S. Corporates, A-AAA rated	1.86	4.27%	3.18%	8.16%	2.00%
Agency MBS (0 to 3 years)	1.41	4.63%	2.70%	7.77%	1.06%
Taxable Municipals	2.01	4.09%	2.78%	7.18%	1.81%
1-5 Year Indices					
U.S. Treasury	2.59	3.65%	3.39%	7.44%	0.76%
Federal Agency	1.91	3.72%	2.77%	7.04%	0.85%
U.S. Corporates, A-AAA rated	2.54	5.13%	0.97%	5.75%	0.26%
Agency MBS (0 to 5 years)	2.33	4.61%	3.72%	9.89%	0.43%
Taxable Municipals	2.51	4.09%	3.23%	7.63%	1.17%
Master Indices (Maturities 1 Year or Greater)					
U.S. Treasury	6.38	3.78%	4.84%	9.93%	(1.89%)
Federal Agency	3.38	3.79%	3.51%	8.49%	0.07%
U.S. Corporates, A-AAA rated	7.00	4.58%	5.73%	13.38%	(1.22%)
Agency MBS (0 to 30 years)	5.12	4.50%	5.54%	12.37%	(1.21%)
Taxable Municipals	9.13	4.76%	5.66%	13.63%	(3.04%)

Returns for periods greater than one year are annualized.

Source: ICE BofAML Indices.

Disclosures

The views expressed within this material constitute the perspective and judgment of U.S. Bancorp Asset Management, Inc. at the time of distribution and are subject to change. Any forecast, projection, or prediction of the market, the economy, economic trends, and equity or fixed-income markets are based upon current opinion as of the date of issue and are also subject to change. Opinions and data presented are not necessarily indicative of future events or expected performance. Information contained herein is based on data obtained from recognized statistical services, issuer reports or communications, or other sources, believed to be reliable. No representation is made as to its accuracy or completeness.

PFM Asset Management serves clients in the public sector and is a division of U.S. Bancorp Asset Management, Inc., which is the legal entity providing investment advisory services. U.S. Bancorp Asset Management, Inc. is a registered investment adviser, a direct subsidiary of U.S. Bank N.A. and an indirect subsidiary of U.S. Bancorp. U.S. Bank N.A. is not responsible for and does not guarantee the products, services, or performance of U.S. Bancorp Asset Management, Inc.

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Portfolio Review: CITY OF WOODBURN

Certificate of Compliance

During the reporting period for the quarter ended September 30, 2024, the account(s) managed by PFM Asset Management ("PFMAM") were in compliance with the applicable investment policy and guidelines as furnished to PFMAM.

Acknowledged : *PFM Asset Management LLC*

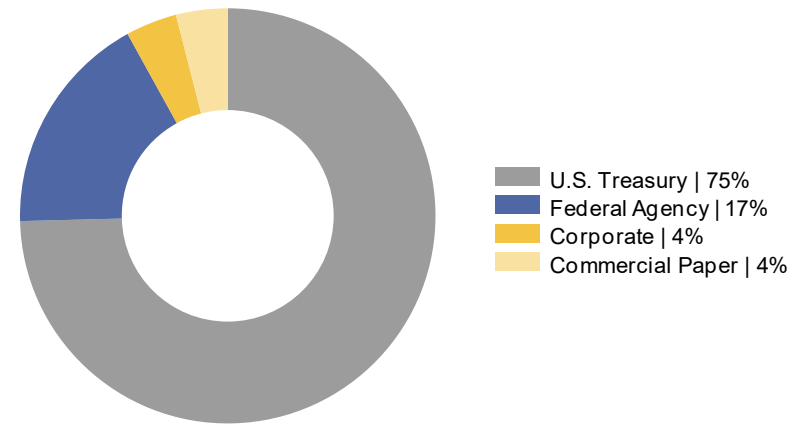
Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").

Portfolio Snapshot - CITY OF WOODBURN¹

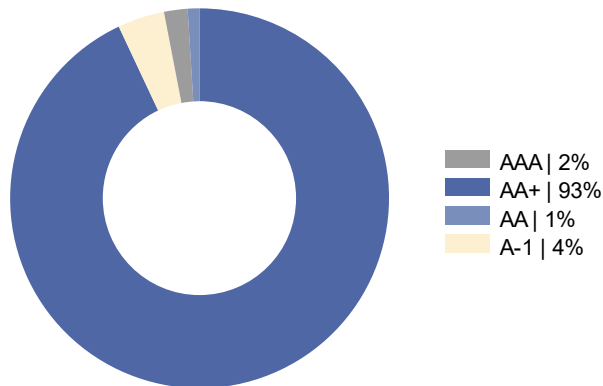
Portfolio Statistics

Total Market Value	\$49,678,339.79
<i>Securities Sub-Total</i>	\$49,193,200.52
<i>Accrued Interest</i>	\$485,139.27
<i>Cash</i>	\$0.00
Portfolio Effective Duration	1.37 years
Benchmark Effective Duration	1.40 years
Yield At Cost	4.56%
Yield At Market	3.94%
Portfolio Credit Quality	AA

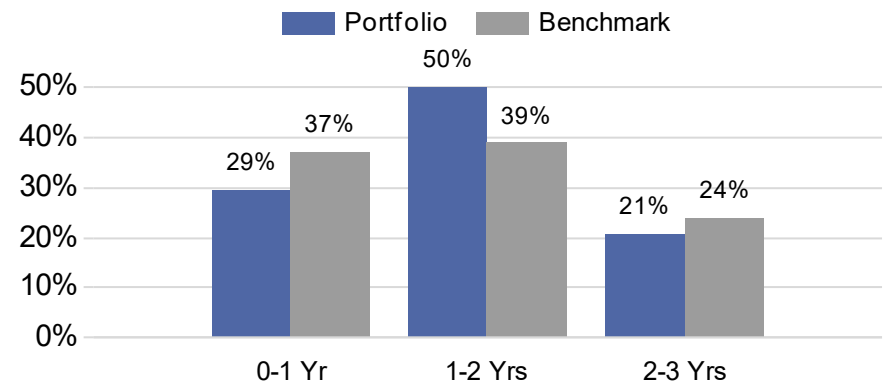
Sector Allocation



Credit Quality - S&P



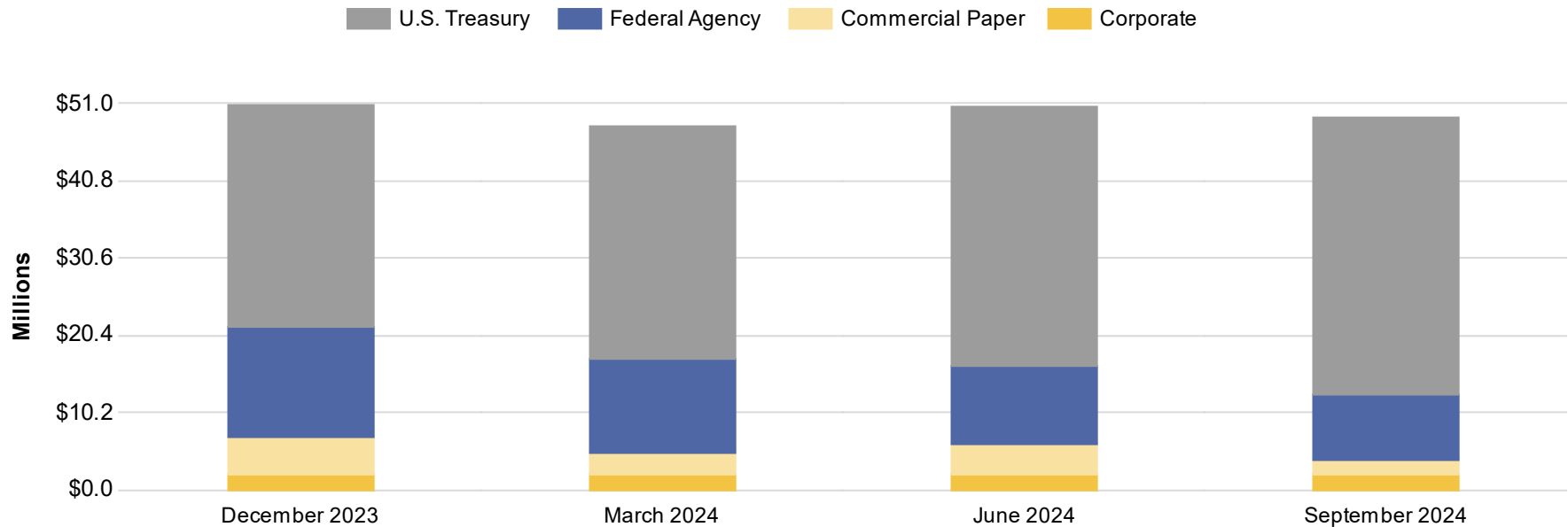
Duration Distribution



1. Yield and duration calculations exclude cash and cash equivalents. Sector allocation includes market values and accrued interest. The portfolio's benchmark is the ICE BofA 0-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP. An average of each security's credit rating was assigned a numeric value and adjusted for its relative weighting in the portfolio.

Sector Allocation Review - CITY OF WOODBURN

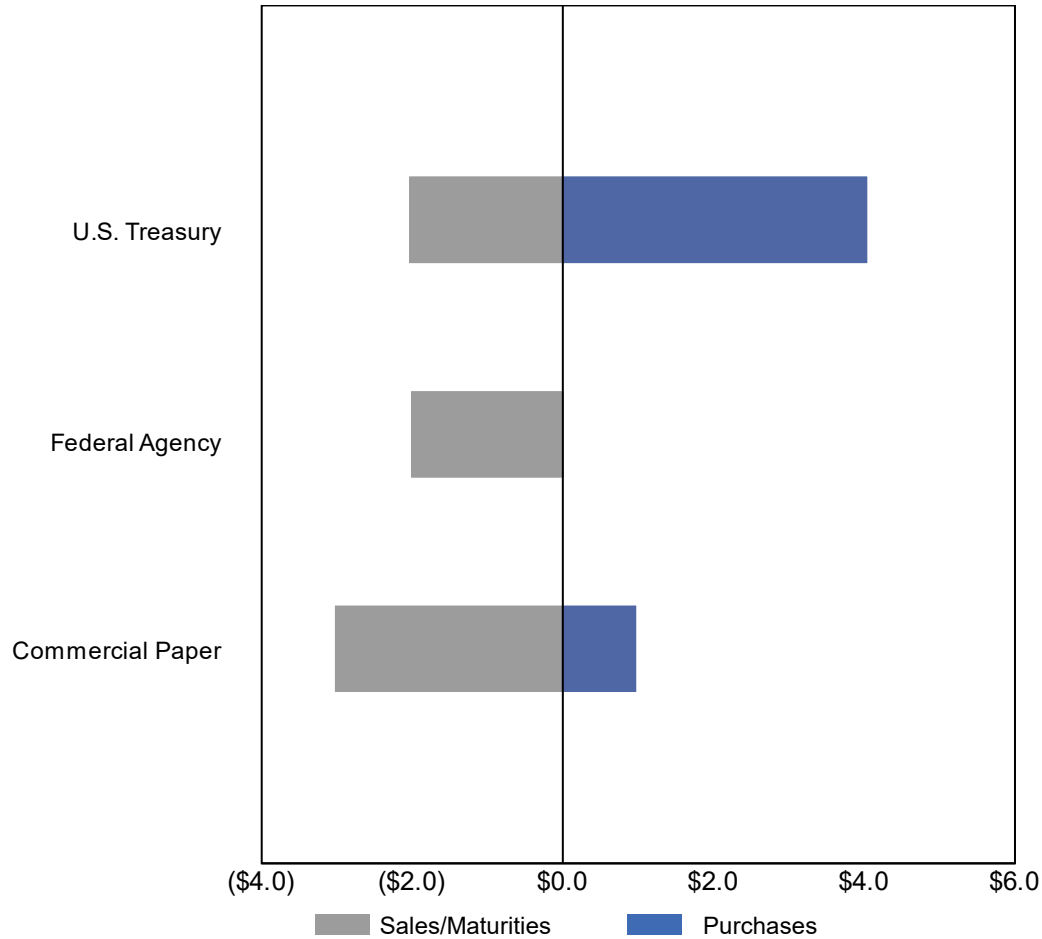
Security Type	Dec-23	% of Total	Mar-24	% of Total	Jun-24	% of Total	Sep-24	% of Total
U.S. Treasury	\$29.3	57.7%	\$30.7	63.9%	\$34.1	67.5%	\$36.7	74.6%
Federal Agency	\$14.5	28.6%	\$12.5	26.0%	\$10.5	20.8%	\$8.6	17.4%
Commercial Paper	\$5.0	9.8%	\$2.9	6.1%	\$4.0	7.8%	\$2.0	4.0%
Corporate	\$2.0	3.9%	\$1.9	4.0%	\$1.9	3.9%	\$2.0	4.0%
Total	\$50.7	100.0%	\$48.1	100.0%	\$50.5	100.0%	\$49.2	100.0%



Market values, excluding accrued interest. Only includes fixed-income securities held within the separately managed account(s) and LGIPs managed by PFMAM. Detail may not add to total due to rounding.

Portfolio Activity - CITY OF WOODBURN

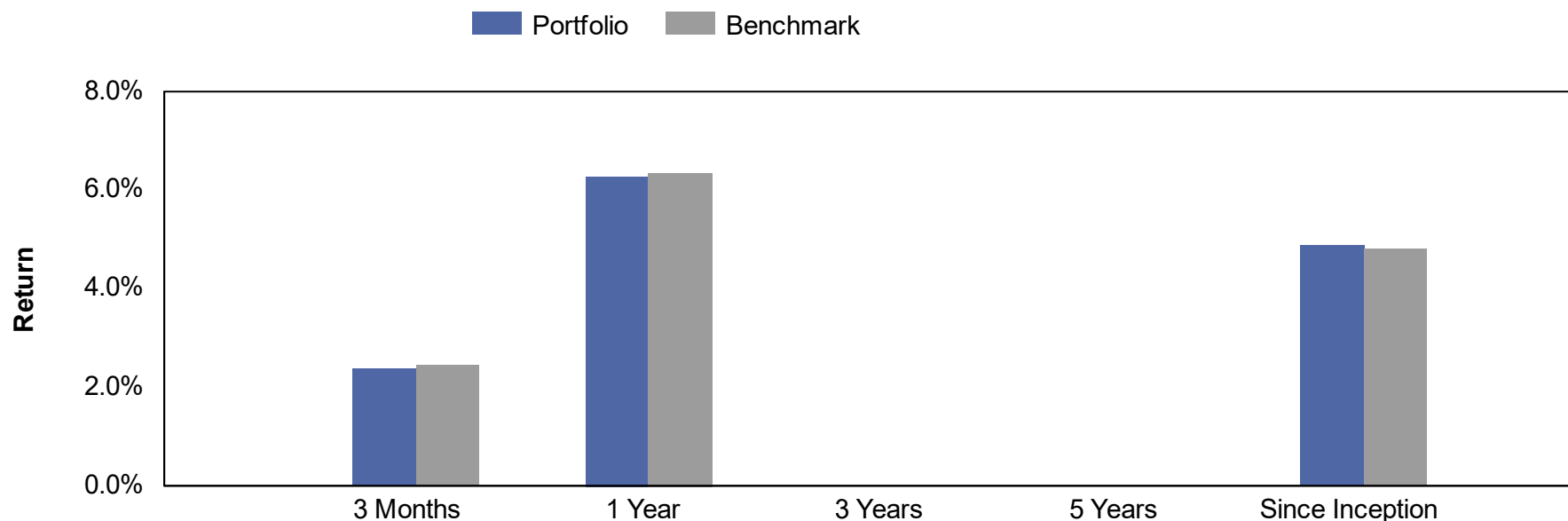
Net Activity by Sector
(\$ millions)



Sector	Net Activity
U.S. Treasury	\$2,001,224
Federal Agency	(\$2,000,000)
Commercial Paper	(\$2,023,715)
Total Net Activity	(\$2,022,491)

Based on total proceeds (principal and accrued interest) of buys, sells, maturities, and principal paydowns. Detail may not add to total due to rounding.

Portfolio Performance



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception ¹
Interest Earned ²	\$494,640	\$1,801,446	-	-	\$2,381,640
Change in Market Value	\$696,948	\$1,155,991	-	-	\$984,116
Total Dollar Return	\$1,191,588	\$2,957,437	-	-	\$3,365,756
Total Return³					
Portfolio	2.39%	6.32%	-	-	4.90%
Benchmark ⁴	2.46%	6.39%	-	-	4.83%

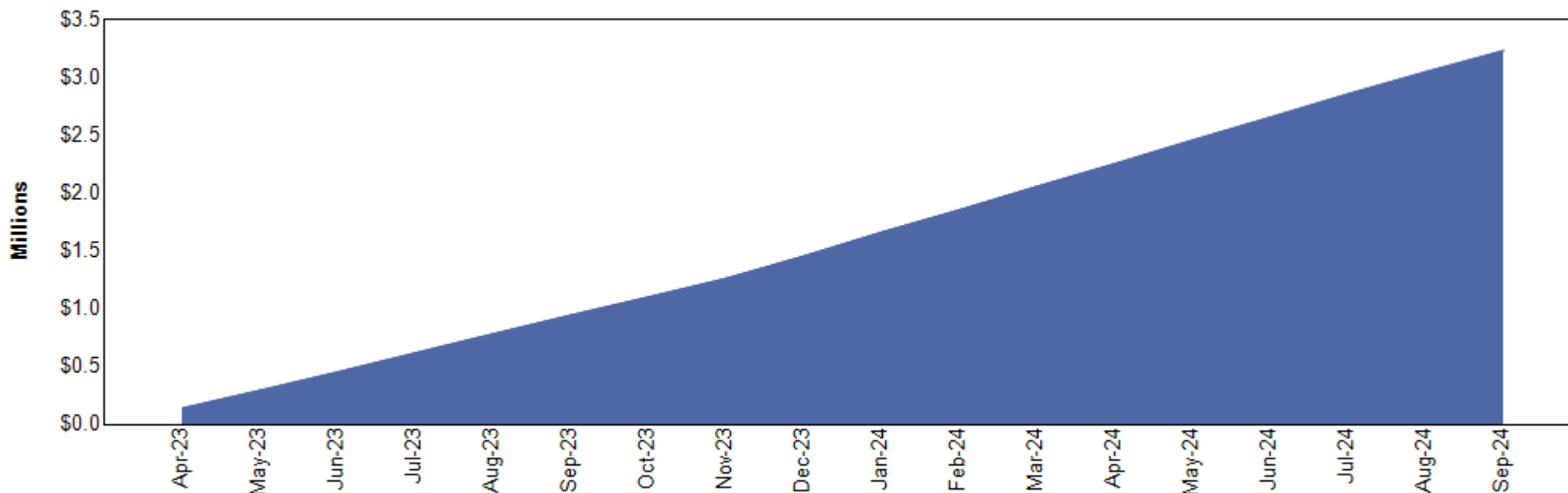
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2023.

2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.

3. Returns for periods one year or less are presented on a periodic basis. Returns for periods greater than one year are presented on an annualized basis.

4. The portfolio's benchmark is the ICE BofA 0-3 Year U.S. Treasury Index. Source: Bloomberg Financial LP.

Accrual Basis Earnings - CITY OF WOODBURN



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception ¹
Interest Earned ²	\$494,640	\$1,801,446	-	-	\$2,381,640
Realized Gains / (Losses) ³	-	(\$8,068)	-	-	(\$8,068)
Change in Amortized Cost	\$81,715	\$494,173	-	-	\$859,196
Total Earnings	\$576,356	\$2,287,552	-	-	\$3,232,769

1. The lesser of 10 years or since inception is shown. Performance inception date is March 31, 2023.
 2. Interest earned calculated as the ending accrued interest less beginning accrued interest, plus net interest activity.
 3. Realized gains / (losses) are shown on an amortized cost basis.

Portfolio Holdings and Transactions

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/31/2023 4.125% 01/31/2025	91282CGG0	3,000,000.00	AA+	Aaa	12/7/2023	12/11/2023	2,971,640.63	4.98	20,849.18	2,991,703.01	2,994,960.00
US TREASURY N/B DTD 01/31/2023 4.125% 01/31/2025	91282CGG0	500,000.00	AA+	Aaa	3/6/2023	3/7/2023	492,812.50	4.92	3,474.86	498,740.12	499,160.00
US TREASURY N/B DTD 10/17/2022 4.250% 10/15/2025	91282CFP1	2,000,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,977,890.63	4.70	39,248.63	1,991,207.29	2,005,938.00
US TREASURY N/B DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,495,000.00	AA+	Aaa	4/30/2024	5/1/2024	2,471,901.76	5.13	42,408.22	2,477,988.60	2,510,885.67
US TREASURY N/B DTD 11/15/2022 4.500% 11/15/2025	91282CFW6	2,000,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,991,015.63	4.68	33,994.57	1,996,256.51	2,012,734.00
US TREASURY N/B DTD 12/15/2022 4.000% 12/15/2025	91282CGA3	2,900,000.00	AA+	Aaa	12/7/2023	12/11/2023	2,868,621.09	4.57	34,229.51	2,881,215.35	2,904,758.90
US TREASURY N/B DTD 01/17/2023 3.875% 01/15/2026	91282CGE5	1,500,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,470,234.38	4.62	12,319.97	1,486,584.11	1,500,703.50
US TREASURY N/B DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	1,500,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,475,039.06	4.61	7,663.04	1,488,354.65	1,504,042.50
US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91282CGV7	1,000,000.00	AA+	Aaa	5/10/2023	5/12/2023	1,003,437.50	3.62	17,315.57	1,001,803.96	999,961.00
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	1,000,000.00	AA+	Aaa	6/26/2023	6/29/2023	980,703.13	4.34	13,692.26	989,148.95	998,320.00
US TREASURY N/B DTD 05/15/2023 3.625% 05/15/2026	91282CHB0	2,000,000.00	AA+	Aaa	12/7/2023	12/11/2023	1,964,453.13	4.40	27,384.51	1,976,288.71	1,996,640.00
US TREASURY N/B DTD 09/03/2024 3.750% 08/31/2026	91282CLH2	2,000,000.00	AA+	Aaa	9/13/2024	9/16/2024	2,006,093.75	3.59	6,422.65	2,005,970.47	2,002,734.00
US TREASURY N/B DTD 09/15/2023 4.625% 09/15/2026	91282CHY0	2,500,000.00	AA+	Aaa	10/10/2023	10/11/2023	2,491,113.28	4.76	5,110.50	2,493,934.95	2,544,532.50
US TREASURY N/B DTD 11/15/2023 4.625% 11/15/2026	91282CJK8	2,000,000.00	AA+	Aaa	12/7/2023	12/11/2023	2,016,171.88	4.33	34,938.86	2,011,920.74	2,039,532.00
US TREASURY N/B DTD 12/15/2023 4.375% 12/15/2026	91282CJP7	980,000.00	AA+	Aaa	1/5/2024	1/8/2024	985,933.59	4.15	12,651.64	984,524.35	995,312.50

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury											
US TREASURY N/B DTD 01/16/2024 4.000% 01/15/2027	91282CJT9	2,050,000.00	AA+	Aaa	2/2/2024	2/5/2024	2,043,113.28	4.12	17,380.43	2,044,577.25	2,066,336.45
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,000,000.00	AA+	Aaa	3/4/2024	3/5/2024	992,812.50	4.39	5,268.34	994,146.79	1,011,289.00
US TREASURY N/B DTD 03/15/2024 4.250% 03/15/2027	91282CKE0	2,000,000.00	AA+	Aaa	4/1/2024	4/4/2024	1,985,234.38	4.52	3,756.91	1,987,559.66	2,030,390.00
US TREASURY N/B DTD 05/15/2024 4.500% 05/15/2027	91282CKR1	2,000,000.00	AA+	Aaa	6/11/2024	6/14/2024	1,991,953.13	4.65	33,994.57	1,992,725.13	2,044,610.00
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	980,000.00	AA+	Aaa	8/5/2024	8/6/2024	997,839.06	3.71	9,087.64	996,959.27	1,000,212.50
US TREASURY N/B DTD 07/15/2024 4.375% 07/15/2027	91282CKZ3	1,000,000.00	AA+	Aaa	8/30/2024	9/3/2024	1,015,468.75	3.80	9,273.10	1,015,077.93	1,020,625.00
Security Type Sub-Total		36,405,000.00					36,193,483.04	4.48	390,464.96	36,306,687.80	36,683,677.52
Federal Agency											
FEDERAL HOME LOAN BANK DTD 11/04/2022 4.625% 12/13/2024	3130ATUR6	2,000,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,981,600.00	5.17	27,750.00	1,997,916.98	1,999,654.00
FEDERAL HOME LOAN BANK DTD 03/03/2023 5.000% 02/28/2025	3130AV7L0	2,000,000.00	AA+	Aaa	3/6/2023	3/7/2023	1,998,920.00	5.03	9,166.67	1,999,776.70	2,002,556.00
FEDERAL HOME LOAN BANK DTD 02/17/2023 4.625% 03/14/2025	3130AUZC1	2,000,000.00	AA+	Aaa	5/10/2023	5/12/2023	2,014,800.00	4.20	4,368.06	2,003,644.11	2,001,032.00
FEDERAL HOME LOAN BANK DTD 11/17/2023 4.625% 11/17/2026	3130AXU63	2,500,000.00	AA+	Aaa	11/20/2023	11/24/2023	2,493,725.00	4.72	43,038.19	2,495,437.36	2,549,852.50
Security Type Sub-Total		8,500,000.00					8,489,045.00	4.77	84,322.92	8,496,775.15	8,553,094.50
Corporate											
WALMART INC DTD 09/09/2022 3.900% 09/09/2025	931142EW9	500,000.00	AA	Aa2	3/6/2023	3/8/2023	489,185.00	4.83	1,191.67	495,942.87	498,883.50
MICROSOFT CORP (CALLABLE) DTD 11/03/2015 3.125% 11/03/2025	594918BJ2	500,000.00	AAA	Aaa	3/6/2023	3/8/2023	478,705.00	4.85	6,423.61	491,259.02	495,253.50
APPLE INC (CALLABLE) DTD 02/23/2016 3.250% 02/23/2026	037833BY5	500,000.00	AA+	Aaa	3/6/2023	3/8/2023	478,135.00	4.85	1,715.28	489,693.68	495,525.00

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate											
JOHNSON & JOHNSON (CALLABLE) DTD 03/01/2016 2.450% 03/01/2026	478160BY9	500,000.00	AAA	Aaa	6/1/2023	6/5/2023	477,715.00	4.19	1,020.83	488,473.28	490,316.50
Security Type Sub-Total		2,000,000.00					1,923,740.00	4.68	10,351.39	1,965,368.85	1,979,978.50
Commercial Paper											
LMA AMERICAS LLC DTD 03/20/2024 0.000% 10/18/2024	53944QKJ8	1,000,000.00	A-1	P-1	5/13/2024	5/14/2024	976,624.44	5.36	0.00	997,468.89	997,573.00
MUFG BANK LTD/NY DTD 07/17/2024 0.000% 03/21/2025	62479LQM0	1,000,000.00	A-1	P-1	9/13/2024	9/16/2024	976,285.00	4.59	0.00	978,197.50	978,877.00
Security Type Sub-Total		2,000,000.00					1,952,909.44	4.98	0.00	1,975,666.39	1,976,450.00
Managed Account Sub Total		48,905,000.00					48,559,177.48	4.56	485,139.27	48,744,498.19	49,193,200.52
Securities Sub Total		\$48,905,000.00					\$48,559,177.48	4.56%	\$485,139.27	\$48,744,498.19	\$49,193,200.52
Accrued Interest											\$485,139.27
Total Investments											\$49,678,339.79

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
BUY									
8/5/2024	8/6/2024	980,000.00	91282CKZ3	US TREASURY N/B	4.37%	7/15/2027	1,000,402.24	3.72%	
8/30/2024	9/3/2024	1,000,000.00	91282CKZ3	US TREASURY N/B	4.37%	7/15/2027	1,021,413.04	3.80%	
9/13/2024	9/16/2024	1,000,000.00	62479LQM0	MUFG BANK LTD/NY	0.00%	3/21/2025	976,285.00	4.59%	
9/13/2024	9/16/2024	2,000,000.00	91282CLH2	US TREASURY N/B	3.75%	8/31/2026	2,009,408.67	3.59%	
Total BUY		4,980,000.00					5,007,508.95		0.00
INTEREST									
7/15/2024	7/15/2024	2,050,000.00	91282CJT9	US TREASURY N/B	4.00%	1/15/2027	41,000.00		
7/15/2024	7/15/2024	1,500,000.00	91282CGE5	US TREASURY N/B	3.87%	1/15/2026	29,062.50		
7/31/2024	7/31/2024	3,500,000.00	91282CGG0	US TREASURY N/B	4.12%	1/31/2025	72,187.50		
8/15/2024	8/15/2024	1,500,000.00	91282CGL9	US TREASURY N/B	4.00%	2/15/2026	30,000.00		
8/15/2024	8/15/2024	1,000,000.00	91282CKA8	US TREASURY N/B	4.12%	2/15/2027	20,625.00		
8/23/2024	8/23/2024	500,000.00	037833BY5	APPLE INC (CALLABLE)	3.25%	2/23/2026	8,125.00		
8/28/2024	8/28/2024		3130AV7L0	FEDERAL HOME LOAN BANK	5.00%	2/28/2025	50,000.00		
9/1/2024	9/1/2024		478160BY9	JOHNSON & JOHNSON (CALLABLE)	2.45%	3/1/2026	6,125.00		
9/9/2024	9/9/2024		931142EW9	WALMART INC	3.90%	9/9/2025	9,750.00		
9/13/2024	9/13/2024		3130ATVD6	FEDERAL HOME LOAN BANK	4.87%	9/13/2024	48,750.00		
9/14/2024	9/14/2024		3130AUZC1	FEDERAL HOME LOAN BANK	4.62%	3/14/2025	46,250.00		

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
INTEREST									
9/15/2024	9/15/2024		91282CHY0	US TREASURY N/B	4.62%	9/15/2026	57,812.50		
9/15/2024	9/15/2024		91282CKE0	US TREASURY N/B	4.25%	3/15/2027	42,500.00		
Total INTEREST		10,050,000.00					462,187.50		0.00
MATURITY									
7/31/2024	7/31/2024	2,000,000.00	91282CFA4	US TREASURY NOTES	3.00%	7/31/2024	2,030,000.00		
8/2/2024	8/2/2024	1,000,000.00	63873JH29	NATIXIS NY BRANCH COMM PAPER	0.00%	8/2/2024	1,000,000.00		
9/3/2024	9/3/2024	1,000,000.00	4497W0J33	ING (US) FUNDING LLC	0.00%	9/3/2024	1,000,000.00		
9/13/2024	9/13/2024	2,000,000.00	3130ATVD6	FEDERAL HOME LOAN BANK	4.87%	9/13/2024	2,000,000.00		
9/13/2024	9/13/2024	1,000,000.00	62479LJD8	MUFG BANK LTD/NY	0.00%	9/13/2024	1,000,000.00		
Total MATURITY		7,000,000.00					7,030,000.00		0.00

Important Disclosures

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It is not possible to invest directly in an index. The index returns shown throughout this material do not represent the results of actual trading of investor assets. Third-party providers maintain the indices shown and calculate the index levels and performance shown or discussed. Index returns do not reflect payment of any sales charges or fees an investor would pay to purchase the securities they represent. The imposition of these fees and charges would cause investment performance to be lower than the performance shown.

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- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. **Past performance is not indicative of future returns.**
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

Glossary

- **Accrued Interest:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **Agencies:** Federal agency securities and/or Government-sponsored enterprises.
- **Amortized Cost:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **Asset-Backed Security:** A financial instrument collateralized by an underlying pool of assets – usually ones that generate a cash flow from debt, such as loans, leases, credit card balances, and receivables.
- **Bankers' Acceptance:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **Commercial Paper:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **Contribution to Total Return:** The weight of each individual security multiplied by its return, then summed for each sector to determine how much each sector added or subtracted from the overall portfolio performance.
- **Effective Duration:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **Effective Yield:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **Interest Rate:** Interest per year divided by principal amount and expressed as a percentage.
- **Market Value:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **Maturity:** The date upon which the principal or stated value of an investment becomes due and payable.
- **Negotiable Certificates of Deposit:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **Par Value:** The nominal dollar face amount of a security.
- **Pass-through Security:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.

Glossary

- **Repurchase Agreements:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **Settle Date:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **Supranational:** A multinational union or association in which member countries cede authority and sovereignty on at least some internal matters to the group, whose decisions are binding on its members.
- **Trade Date:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **Unsettled Trade:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. Treasury:** The department of the U.S. government that issues Treasury securities.
- **Yield:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM at Cost:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM at Market:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

COUNCIL MEETING MINUTES

OCTOBER 28, 2024

DATE COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 28, 2024

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

ROLL CALL

Mayor Lonergan	Present
Councilor Cantu	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Morris	Present – via video conferencing
Councilor Cabrales	Present
Councilor Wilk	Present

Staff Present: City Administrator Derickson, City Attorney Granum, Police Chief Pilcher, Special Projects Director Wakeley, City Recorder Pierson, Community Services Director Cuomo, Deputy Chief Millican, Finance Director Turley, Economic Development Director Johnk, Human Resources Director Gregg, Public Affairs and Communications Manager Guerrero, Community Development Director Kerr, Public Works Director Stultz, Assistant City Attorney Killmer, Community Relations Manager Herrera

ANNOUNCEMENTS

Mayor Lonergan announced the following:

- City Hall will be closed on Monday, November 11, 2024, in observance of Veteran’s Day.
- The November 11, 2024, City Council Meeting is moved to November 12, 2024.

PROCLAMATIONS

Mayor Lonergan read a proclamation declaring October 2024 as Domestic Violence Awareness Month in the city of Woodburn.

Pami Guerra, Victim Assistance Director at the Marion County District Attorney’s Office provided information on the services they provide to victims and survivors of crime. Jane Downey with the Center for Hope and Safety provided statistics on the number of people that they have helped in the Woodburn Community and provided information on the services they provide.

PRESENTATIONS

Mayor Lonergan thanked Chief Pilcher for his service to the City of Woodburn.

CONSENT AGENDA

- A. Woodburn City Council minutes of October 14, 2024,
- B. Monthly Financial Report,
- C. Acceptance of Easement and Right of Way at 2355 North Boones Ferry Rd (Tax Lot 051W07BA00900),
- D. Acceptance of Easements at 2385 Sprague Lane (Tax Lot 052W12B000100),
- E. Redflex Report for July through September 2024,

**COUNCIL MEETING MINUTES
OCTOBER 28, 2024**

F. Intergovernmental Agreement with Woodburn Urban Renewal Agency for Loan of \$1,360,000 to be used for the Agency's purchase of the Young Street Property.

Schaub/Cabrales... approve the consent agenda. The motion passed unanimously.

PUBLIC HEARING

A Public Hearing to consider input on Legislative Amendment 2024-01 (LA-24-01) and adoption of Comprehensive Plan Map Amendment to incorporate previously established Urban Reserve Area (URA). Mayor Lonergan declared the hearing open at 7:16 p.m. for the purpose of hearing public input on Legislative Amendment 2024-01 (LA-24-01) and adoption of Comprehensive Plan Map Amendment to incorporate previously established Urban Reserve Area (URA). Community Development Director Kerr and Special Projects Director Wakeley provided a staff report. Mayor Lonergan asked if any members of the public wished to speak in support of Legislative Amendment 2024-01 (LA-24-01) and adoption of Comprehensive Plan Map Amendment to incorporate previously established Urban Reserve Area (URA). Greg Blaser, 8097 Parr Rd NE, spoke in favor of Legislative Amendment 2024-01 (LA-24-01) adoption of Comprehensive Plan Map Amendment to incorporate previously established Urban Reserve Area (URA). No members of the public wished to speak in opposition of Legislative Amendment 2024-01 (LA-24-01) and adoption of Comprehensive Plan Map Amendment to incorporate previously established Urban Reserve Area (URA). Mayor Lonergan closed the hearing at 7:39 p.m.

Schaub/Cantu... tentatively approve legislative amendment LA24-01 adopting a comprehensive plan map amendment based on the Analysis and Findings Exhibit A and hold the first reading of Ordinance 2633 to implement the amendment. On roll call vote the motion passed unanimously.

COUNCIL BILL NO. 3264 - AN ORDINANCE ADOPTING LEGISLATIVE AMENDMENT 2024-01 (LA-24-01) FOR COMPREHENSIVE PLAN MAP AMENDMENT TO INCORPORATE PREVIOUSLY ESTABLISHED URBAN RESERVE AREA (URA)

Schaub introduced Council Bill No. 3264. City Recorder Pierson read the bill once by title only since there were no objections from the Council. Mayor Lonergan announced that the second reading will take place after Marion County Board of Commissioners has had their hearing on this matter.

COUNCIL BILL NO. 3265 - AN ORDINANCE GRANTING A CABLE TELEVISION FRANCHISE TO WAVEDIVISION VII, LLC; AND DECLARING AN EMERGENCY

Schaub introduced Council Bill No. 3265. City Recorder Pierson read the bill twice by title only since there were no objections from the Council. City Attorney Granum provided a staff report. David Von Moritz with Wave Broadband stated that they are happy to continue in the City of Woodburn and noted that they have no plans to move their offices out of the City. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3265 duly passed.

COUNCIL BILL NO. 3266 - A RESOLUTION ADOPTING THE UPDATED WOODBURN TRANSIT SYSTEM TITLE VI PROGRAM

Schaub introduced Council Bill No. 3266. City Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson and Human Resources Director Gregg provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3266 duly passed.

COUNCIL MEETING MINUTES

OCTOBER 28, 2024

COUNCIL BILL NO. 3267 - A RESOLUTION TO EXTEND AND PROVIDE MUNICIPAL SEWER SERVICES TO THE RUSSIAN OLD BELIEVERS ST NIKOLA CHURCH PROPERTY (8702 PARR ROAD NE, WOODBURN, OREGON) LOCATED OUTSIDE THE CORPORATE CITY BOUNDARIES

Schaub introduced Council Bill No. 3267. City Recorder Pierson read the bill by title only since there were no objections from the Council. Community Development Director Kerr and Public Works Director Stultz provided a staff report. Garrett Stephenson with Schwabe, Williamson, and Wyatt stated that he believes this is a good compromise for all parties. Roseann Johnson with Lennar stated that she is available for questions. Council Wilk stated his concerns about having this unincorporated piece remaining. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3267 duly passed.

COUNCIL BILL NO. 3268 - A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND APPROVING TRANSFER \$1,360,000 FROM CONTINGENCY TO TRANSFERS OUT IN THE GENERAL FUND FOR THE INTERAGENCY LOAN TO THE URBAN RENEWAL AGENCY

Schaub introduced Council Bill No. 3268. City Recorder Pierson read the bill by title only since there were no objections from the Council. City Administrator Derickson and Finance Director Turley provided a staff report. On roll call vote for final passage, the bill passed unanimously. Mayor Lonergan declared Council Bill No. 3268 duly passed.

PUBLIC ARTS AND MURAL COMMITTEE SCHOLARSHIP PROGRAM

Assistant City Attorney Killmer and Economic Development Director Johnk provided a staff report. **Schaub/Cornwell**... authorize the Public Arts and Mural Committee (PAMC) to proceed with offering the Woodburn Visual Arts Scholarship Program to graduating seniors at Woodburn High School and allocate \$5,000 from the City's General Fund to fund the program. The motion passed unanimously.

CITY ADMINISTRATOR'S REPORT

The City Administrator reported the following:

- Attended the League of Oregon Cities conference and it was one of the better ones that he has attended. Jamie and Maricela presented the Regional Tourism Program at the conference.
- Signed an Executive Order appointing Jason Millican as the Acting Police Chief.
- He will be out of town on Chief Pilchers' last day with the City but thanked him for his honesty and integrity. He added that he is grateful for his work here at the City and that he will be missed.
- An executive session is being added to tonight's meeting.
- Before the executive session he will give a tour of the basement remodel to the Council.

MAYOR AND COUNCIL REPORTS

Councilor Wilk attended the League of Oregon Cities Conference last week and it reinforced how well run our City is. He added that he attended the Trunk or Treat, and it was a blast.

Councilor Cornwell stated that she also attended the Trunk or Treat, and it was packed.

**COUNCIL MEETING MINUTES
OCTOBER 28, 2024**

Councilor Schaub stated that she was disappointed she couldn't attend the League of Oregon Cities Conference.

Mayor Lonergan reminded everyone that there is an election going on and a ballot measure to support.

EXECUTIVE SESSION

Mayor Lonergan entertained a motion to adjourn into executive session under the authority of ORS 192.660 (2)(h). **Schaub/Cabrales**... move into executive session under the authority of ORS 192.660 (2)(h). The motion passed unanimously. The Council adjourned into executive session at 8:40 p.m. and reconvened at 9:08 p.m. Mayor Lonergan stated that no action was taken by the Council while in executive session.

ADJOURNMENT

Schaub/Cabrales... move to adjourn. The motion passed unanimously. Mayor Lonergan adjourned the meeting at 9:08 p.m.

APPROVED _____

FRANK LONERGAN, MAYOR

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

**EXECUTIVE SESSION MINUTES
OCTOBER 28, 2024**

DATE CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, OCTOBER 28, 2024

CONVENED The meeting convened at 8:50 p.m. with Mayor Lonergan presiding.

ROLL CALL

Mayor Lonergan	Present
Councilor Cantu	Present
Councilor Cornwell	Present
Councilor Schaub	Present
Councilor Wilk	Present
Councilor Morris	Present – via telephone
Councilor Cabrales	Present

Mayor Lonergan 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 Granum, City Recorder Pierson

Others in attendance: None.

The executive session was called:

To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed pursuant to ORS 192.660 (2)(h).

ADJOURNMENT

The executive session adjourned at 9:07 p.m.

APPROVED _____
Frank Lonergan, 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: November 4, 2024
To: Chris Kerr, Community Development Director
From: Melissa Gitt, Building Official
Subject: **Building Activity for October 2024**

	2022		2023		2024	
	No.	Dollar Amount	No.	Dollar Amount	No.	Dollar Amount
Single-Family Residential	6	\$1,526,414	4	\$962,891	20	\$6,890,825
Multi-Family Residential	0	\$0	5	\$11,727,220	0	\$0
Assisted Living Facilities	0	\$0	0	\$0	0	\$0
Residential Adds & Alts	16	\$198,220	10	\$77,926	19	\$393,352
Industrial	0	\$0	0	\$0	1	\$690,696
Commercial	8	\$690,395	14	\$1,911,790	2	\$24,844,001
Signs and Fences	0	\$0	0	\$0	0	\$0
Manufactured Homes	0	\$0	0	\$0	0	\$0
TOTALS	30	\$2,415,029	33	\$14,679,827	42	\$32,818,874
Fiscal Year to Date (July 1 – June 30)		\$46,529,533		\$47,746,386		\$90,265,925

Totals Reflect Permit Valuation

November 12, 2024

TO: Honorable Mayor and City Council through City Administrator

FROM: Jesse Cuomo, Community Services Director
Zoraya Uder, Community Education & Outreach Coordinator

SUBJECT: **Authorization of Peer Court Program Agreement with Boys and Girls Club of Salem, Marion and Polk Counties and Intergovernmental Agreement with the Woodburn School District for Peer Court Program Funding**

RECOMMENDATION:

Authorize the City Administrator to sign an agreement with the Boys and Girls Club of Salem, Marion and Polk Counties to establish and operate a Peer Court Program for the City of Woodburn with grant / project administrative services provided by the City. Authorize the City Administrator to sign the Intergovernmental Agreement with the Woodburn School District, memorializing the funding and administrative responsibilities of the Parties for the Peer Court Program.

BACKGROUND:

In the post COVID-19 pandemic environment, communities across Oregon and the nation have identified pandemic related social and family behavioral issues manifesting in middle school/pre-high school populations. Consistent with these national trends, the City, in coordination with the Woodburn School District and the Woodburn Police Department, has identified an alarming uptick in school suspensions, drug activity around schools, increasing amounts of vandalism throughout the City, and, in some cases, gang affiliated violence. These trends have required increased police involvement with school age children.

In response to these trends, the City coordinated two region-wide youth intervention meetings, conducted in May of 2023. The meetings included multijurisdictional agencies and non-profit organizations, bringing resources and information to the table with the goal of developing a City-wide strategy for engaging vulnerable youth. Participants included various City Departments, the Woodburn School District, Marion County Juvenile Department, Safety Compass, Ray of Hope and other community non-profits.

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

As a result of those meetings, the City, in coordination with its community and agency partners, concluded that additional prevention and intervention services, programs, and education for youth and parents is needed to counter the increase in low-level criminal behavior exhibited by youth in the community. The goal has been to engage families with school age children with information, services and programs to address these concerning trends and to direct young people onto a better path for success. To that end, in June 2023, the City Council approved the creation of the Community Outreach and Education Coordinator (COEC) position within the City, which was filled in November of 2023.

DISCUSSION:

With the establishment of the COEC position, the City and its partners have enhanced their focus on preventing high-risk activities among youth and their families. The introduction of the two-year Woodburn Peer Court program aims to provide a constructive alternative to the traditional criminal justice system for youth (ages 12-17) who have engaged in non-violent low-level criminal behavior. This initiative will be managed by the Boys and Girls Club of Salem, Marion, and Polk Counties (BGC), which currently operates a peer court program in Salem.

Each Peer Court proceeding will involve two volunteer legal professionals serving as judge and a jury facilitator. Upon successful completion of the program, the offense will be expunged from the participant's record. Conversely, a youth's failure to complete the program will result in a referral back to the Marion County Juvenile Department.

Peer Court Program Overview:

- The program will focus on teenaged youth, ages 12-17 who are first time offenders and have been charged with non-violent low level criminal offences.
- All referrals to the Peer Court will be made by Marion County Juvenile Department.
- All Peer Court referrals are required to have an intake appointment with Boys and Girls Club staff which will include a review of the completed police report on the incident in question and the charges filed against the participant.
- The parent or guardian of the referred youth must participate in the intake appointment and attend the court proceeding,

- The referred youth must plead guilty to participate in the peer court program.
- Failure to attend court or complete sanctions could result in the youth being referred back to Marion County Juvenile Department.

Required Peer Court sanctions include:

- An in-court apology to parent/guardian.
- Serving as a juror for a minimum of one (1) Peer Court proceeding.

Other potential sanctions include, but are not limited to:

- Participating in Workforce Readiness Workshops.
- Participating in College/Industry Tours through the Boys & Girls Club.
- Drafting a research report assigned by the jury to provide a greater understanding of the crime and its impact.

- Engaging in an Empathy Activity.
- Participating in Community Service.

FINANCIAL IMPACT:

If approved, the City would allocate \$45,000 of ARPA funds which have already been budgeted for in the fiscal year 2024-25 adopted budget. The Woodburn School District will provide Boys and Girls Club of Marion County an additional \$45,000 in total to support the two-year peer court program.

CITY OF WOODBURN
SOCIAL SERVICES GRANT AGREEMENT
BOYS & GIRLS CLUB – PEER COURT

THIS ARPA Funded Social Services Grant Agreement ("Agreement"), dated this _____ day of _____, 2024 ("Effective Date"), is made and entered into by and between the City of Woodburn, an Oregon municipal corporation (the "City"), and the Boys & Girls Club of Salem, Marion, and Polk Counties Inc., an Oregon Non-profit Corporation ("Grantee") (together the "Parties").

BACKGROUND

- A. The American Rescue Plan Act ("ARPA") has provided the City with local fiscal recovery funds in the amount of approximately \$5.8 million since 2021. In October 2021, the City authorized the expenditure of ARPA funds to provide economic support for local nonprofit organizations.
- B. The City has identified Grantee as a regional nonprofit organization that is an essential partner in providing vital services to the youth of Woodburn and its surrounding communities, including youth directly impacted as a result of the COVID-19 pandemic.
- C. As communities continue to move forward in the post COVID-19 pandemic environment, communities across Oregon and the nation have identified pandemic related social and family behavioral issues manifesting in middle school/pre-high school populations.
- D. Grantee operates a Peer Court program in Salem, Oregon, wherein youth charged with nonviolent misdemeanor offenses are diverted to the program and, upon completion of the program, may request to have the charged offense expunged from their criminal record.
- E. The Parties desire to expand the reach of the Salem Peer Court program by creating a Peer Court program in Woodburn to better serve the youth of Woodburn and its surrounding communities.
- F. The City desires to provide financial support to Grantee in the amount of \$45,000 in Fiscal year 2024-2025 in exchange for Grantee establishing and operating at Peer Court program in Woodburn.
- G. The City desires to support Grantee by providing grant administration services as well as access to City facilities, specifically the City Hall Council Chamber and conference rooms, for operation of the Peer Court program.
- H. 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 Peer Court program (“Project Services”). The program will provide the opportunity for youth charged with misdemeanor criminal offenses to engage in a peer-to-peer youth court trial. Participants who successfully complete the program will have the opportunity to have the charged misdemeanor offense expunged from their criminal record. ARPA funding and funding allocated from the Woodburn School District through an Intergovernmental Agreement (IGA) with the City will be applied towards the costs incurred by Grantee to operate the Peer Court program.

2. Effective Date & Duration. This Agreement is effective as of the day and year specified above, and unless extended or terminated earlier in accordance with its terms, will expire on January 31, 2027. Although the City shall continue to administer the Peer Court program through January 31, 2027, the City’s portion of funding for the program shall be allocated during FY 2024-2025. Unless otherwise agreed to in writing and subject to the availability of funds, no other City funding shall be allocated beyond FY 2024-2025 for the Peer Court program.

3. Grant Funding.

3.1. Grant Amount. In accordance with the terms and conditions of this Agreement, the City shall provide Grantee with forty-five thousand dollars (\$45,000) ("Grant Funds") during Fiscal year 2024-2025 to carry out the identified Project Services. The Woodburn School District (“the District”) shall provide an additional \$45,000 to Grantee over two years to carry out the identified Project Services. The collaboration between the City and the District shall be governed by the terms of an intergovernmental agreement (IGA) between the City and the District. The IGA is attached as Exhibit A to this Agreement and incorporated herein by reference.

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 2024-2025	Within 45 days of Effective Date	\$45,000

*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 ARPA funds. 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 provides youth services and support programming to Woodburn and surrounding communities. Grantee has been operating a Peer Court program in Salem, Oregon, for over 15 years in partnership with Marion County. That program adjudicates between 70 and 100 cases per year. Now, due to the success of the

Salem, Oregon Peer Court Program, and considering Grantee's successful history of providing a continuum of youth services and support programming to the youth of Woodburn and surrounding communities, the Parties wish to expand the Peer Court program to Woodburn. The specific operational parameters of the Peer Court program will be memorialized in a management agreement between Grantee and the Marion County Juvenile Department. No funding will be provided by the City until the management agreement between Grantee and Marion County Juvenile Department is finalized and provided to the City.

It is the expectation of the City that on or before January 31, 2025, Grantee shall utilize the Grant Funds to initiate Project Services, namely, the establishment and operation of a Woodburn Peer Court program.

4.2. Project Work Plan. On or prior to December 31, 2024, and again on or prior to June 1, of each program year, Grantee shall submit to the City a Project Work Plan that outlines Grantee's proposed project activities for carrying out the Project Services. The work plan should include, at a minimum, a proposed budget plan for expenditure of the Grant Funding, a Program staffing plan for the Woodburn Peer Court 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) staffing, (ii) office supplies, to support the Woodburn Peer Court 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	Award date – June 30, 2025	July 31, 2025
Y1 – Annual	July 1, 2025 – December 31, 2025	January 31, 2026
Y2 – Bi-Annual	January 1, 2026 – June 30, 2026	July 31, 2026
Y2 – Annual	July 1, 2026 – December 31, 2026	January 31, 2027

4.5. Grant Administrator. Grantee has identified its Executive Director 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. School District Funds. Pursuant to Exhibit A, the School District shall be solely responsible for allocating their portion of funding for Project Services directly to Boys & Girls Club. The City bears no fiscal responsibility for the District’s allocation of funding for Project Services.

6.3. Grant / Project Administrator. The City, as Grant / Project Administrator for the Peer Court program, shall receive and review all reporting from Grantee and shall coordinate with the District pursuant to Exhibit A. In so doing, the City will monitor Grantee’s use of both the City and District funding to ensure use of those funds is in accordance with the terms of this Agreement. Grantee agrees that City is authorized to share grant / project administration information, reports, and data with the District pursuant to Exhibit A.

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.

6.4. Facility Access and Maintenance. The City shall coordinate with Grantee to establish a schedule for the Peer Court Program and will provide access to the City Hall Council Chamber

and conference rooms during those times. The terms of the Boys & Girls Club's use of City facilities are memorialized in a Facility Use Agreement, attached as Exhibit B to this Agreement and incorporated by reference herein.

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 twenty (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 thirty (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 or Woodburn School District.

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 thirty (30) days advanced written notice to Grantee prior to the following fiscal year funding schedule;
- (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 thirty (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 ninety (90) days advanced written notice to the City prior to the following fiscal year funding schedule;
- (b) Immediately upon written notice to the City, if the City is in default under this Agreement and such default remains uncured for thirty (30) days after written notice is provided to the City.

7.4. Recovery of Grant Funds. Grantee must return to the City, within thirty (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, 2026; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant

Fund Expenditures under Section 4. In the event of default or early termination of this Agreement as described in Section 7.1 and 7.3 of Exhibit A, the City will calculate a pro-rated amount of funds to be recovered from Grantee based upon the percent of services rendered under the Agreement, less and claims the City has against Grantee.

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. Chief Executive Officer, Boys & Girls Club of Salem, Marion, and Polk Counties, 1395 Summer Street, Salem, Oregon 97301.

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

BOYS & GIRLS CLUB OF SALEM, MARION AND
POLK COUNTIES,
an Oregon nonprofit corporation

Scott Derickson, City Administrator

Sue Bloom, Chief Executive Officer:

Date

Date

EXHIBIT A – IGA BETWEEN CITY & WOODBURN SCHOOL DISTRICT

**CITY OF WOODBURN
INTERGOVERNMENTAL AGREEMENT
WOODBURN SCHOOL DISTRICT
PEER COURT**

THIS intergovernmental Agreement (IGA) to provide grant funding and program administration for the establishment and operation of a Woodburn Peer Court program, effective as of the last date of signature below, is entered into between the City of Woodburn, an Oregon municipal corporation (“City”) and the Woodburn School District (“District”), collectively (the “parties”).

BACKGROUND

- A. ORS 190.010 authorizes cities to enter into intergovernmental agreements with other units of local government for the purpose of carrying out the functions and activities of those governmental units.
- B. The City and District have a long history of collaborative programming for the purpose of serving youth of Woodburn and surrounding communities.
- C. The Parties have identified The Boys & Girls Club of Salem, Marion and Polk Counties is an essential partner in providing vital services to the youth of Woodburn and surrounding communities, including youth directly impacted as a result of the COVID-19 pandemic.
- D. As communities continue to move forward in the post COVID-19 pandemic environment, communities across Oregon and the nation have identified pandemic related social and family behavioral issues manifesting in middle school/pre-high school populations.
- E. The Parties agree that establishing and operating a Woodburn Peer Court program will benefit both the Woodburn Community as a whole and Woodburn’s Youth population.
- F. The Boys & Girls Club of Salem, Marion and Polk Counties Inc., currently operates a Peer Court program in Salem Oregon, in collaboration with the Marion County Juvenile Department and has entered into an agreement with the Marion County Juvenile Department to establish and operate a Woodburn Peer Court program.
- G. The City desires to commit forty-five thousand dollars (\$45,000) in Fiscal Year 2024-2025 for the purpose of supporting the Boys & Girl Club in establishing and operating the Woodburn Peer Court program and to administer the Peer Court program through January 31, 2027.
- H. The District desires to commit forty-five thousand dollars (\$45,000) over Fiscal Year 2024-2025 and 2025-2026 for the purpose of supporting the Boys & Girls Club in establishing and operating the Woodburn Peer Court program.
- I. The City has entered into an agreement with the Boys & Girls Club to support the establishment and

INTERGOVERNMENTAL AGREEMENT
Woodburn School District
Peer Court Program

operation of the Woodburn Peer Court program by providing grant administration and oversight services as well as access to City facilities, specifically the City Hall Council Chamber and conference rooms, for the program.

THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. City's Responsibilities.

- 1.1. Funding. The City shall disburse forty-five thousand dollars (\$45,000) of funds to Boys & Girls Club during Fiscal Year 2024-2025. The funds will be disbursed from monies available through the City's allocation of federal American Rescue Plan Act ("ARPA") funding. The District shall also disburse a total of forty-five thousand dollars (\$45,000) of District funds to Boys & Girls Club over two (2) years with \$22,500 being disbursed in Fiscal year 2024-2025 and \$22,500 being disbursed in Fiscal Year 2025-2026. All funds shall be used for the establishment and operation of the Woodburn Peer Court program the operational details of which will be memorialized in an Agreement between the Boys & Girls Club and the Marion County Juvenile Department. No funds will be provided by the City until the management agreement between Grantee and Marion County Juvenile Department is finalized and provided to the City.
- 1.2. Program Oversight. The City shall provide grant / project administration services to the Boys & Girls Club as memorialized in the "Social Services Grant Agreement" between the City and Boys & Girls Club attached as Exhibit A to this Agreement and incorporated by reference herein.
- 1.3. Facility Access. The City shall coordinate with Boys & Girls Club to establish a schedule for the Peer Court program and will provide access to the City Hall Council Chamber and conference rooms during those times.
- 1.4. Collaboration. The City will collaborate with the District and will provide updates to the District on the establishment and operation of the Woodburn Peer Court program at the request of the District. Additionally, the City shall provide to the District the following materials upon receipt of said materials from the Boys & Girls Club:
 - 1.4.1. Bi-annual and annual reports submitted to the City by Boys & Girls club pursuant to Section 4.4. of Exhibit A.
 - 1.4.2. The Project Work Plan provided to the City pursuant to Section 4.2 of Exhibit A.
- 1.5. Recovery of City Funds. Boys & Girls Club must return to the City, within thirty (30) days of City's written demand: (i) any Grant Funds paid to Boys & Girls Club that exceed the amount to which Boys & Girls Club is entitled under the Social Services Grant Agreement with City; (ii) any Grant Funds received by Boys & Girls Club that remain unexpended or contractually committed for Project Services, as defined in Exhibit A, by January 31 30, 2027; or (iii) any Grant Funds determined by the

INTERGOVERNMENTAL AGREEMENT
Woodburn School District
Peer Court Program

City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4 of Exhibit A. In the event of default or early termination of Boys & Girls Club’s Agreement with the City as described in Section 7.1 and 7.3 of Exhibit A, the City will calculate a pro-rated amount of funds to be recovered from Boys & Girls Club based upon the percent of services rendered under the Agreement, less any claims the City has against Boys & Girls Club.

2. District’s Responsibilities.

2.1. Funding. The District shall disburse a total of forty-five thousand dollars (\$45,000) of funds during Fiscal Year 2024-2025 and Fiscal year 2025-2026 to the Boys & Girls Club to support the establishment and ongoing operation of the Woodburn Peer Court program. The funds shall be disbursed pursuant to the following schedule:

Funding Cycle	Issuance Date	Total Funds
FY 2024-2025	Within 45 days of Effective Date	\$22,500
FY 2025-2026	No later than August 15, 2025.	\$22,500

2.2. Recovery of District Funds. Boys & Girls Club must return to the District, within thirty (30) days of District’s written demand: (i) any Grant Funds paid to Boys & Girls Club that exceed the amount to which Boys & Girls Club is entitled under the Social Services Grant Agreement with City; (ii) any Grant Funds received by Boys & Girls Club that remain unexpended or contractually committed for Project Services, as defined in Exhibit B, by January 31, 2027; or (iii) any Grant Funds determined by the City to be expended for purposes other than allowable Grant Fund Expenditures under Section 4 of Exhibit B. In the event of default or early termination of Boys & Girls Club’s Agreement with the City as described in Section 7.1 and 7.3 of Exhibit B, the District will calculate a pro-rated amount of funds to be recovered from Boys & Girls Club based upon the percent of services rendered under the Agreement, less any claims District has against Boys & Girls Club.

3. Term of Agreement. This Agreement takes effect on the date of last signature below and shall terminate no later than January 31, 2027, unless terminated by mutual consent of both parties.

4. Modification of Agreement. Each party to this Agreement shall annually review the conditions of the Agreement to determine if it is being properly administered, complied with, and to determine its sufficiency to meet program needs. Any modification of the terms of this Agreement shall be executed in writing with the mutual consent of both parties.

5. 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) District. Superintendent, Woodburn School District, 1390 Meridian Dr, Woodburn, OR 97071.

6. Assignments. This IGA and all rights and obligations of both Parties hereunder are personal to both parties. As such, neither party shall transfer, assign, or delegate any rights or obligations hereunder.
7. No Third-Party Beneficiaries. The City and District 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.
8. Mutual Indemnification. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, District shall indemnify, defend and hold harmless City from and against all liability, loss and costs arising out of or resulting from the acts of District, its officers, employees and agents in performance of this Agreement, except for those caused by the sole negligence of the City or its officers and employees. Subject to the conditions and limitations of the Oregon Constitution and Oregon Tort Claims Act, ORS 30.260 through 30.300, City shall indemnify, defend and hold harmless District from and against all liability, loss and costs arising out of or resulting from the acts of City, its officers, employees and agents in performance of this Agreement, except for those caused by the sole negligence of the District and its officers and employees.
9. Insurance. Each party shall be responsible for providing worker's compensation insurance as required by law. Each party shall insure or self-insure and be independently responsible for the risk of its own liability under this IGA for claims within the scope of the Oregon tort claims act (ORS 30.260-30.300).
10. Compliance with Applicable Law. District shall comply with all federal, state and local laws, regulations, and ordinances applicable to this Agreement or to District's obligations under this Agreement, as those laws, regulations and ordinances may be adopted or amended from time to time.
11. 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.
12. Merger Claus; 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.
13. 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.

CITY OF WOODBURN,
an Oregon municipal corporation

WOODBURN SCHOOL DISTRICT,

Scott Derickson, City Administrator

By, Title: Juan Larios, Superintendent

Date

Date

EXHIBIT A – SOCIAL SERVICES GRANT AGREEMENT BETWEEN CITY & BOYS & GIRLS CLUB



Agenda Item

November 12, 2024

To: Honorable Mayor and City Council

Through: Scott Derickson, City Administrator

From: Chris Kerr, Community Development Director *ck*,
Colin Cortes, AICP, CNU-A, Senior Planner

Subject: **Council Briefing of Planning Commission approval of a Conditional Use, Design Review, Phasing Plan, & Street Adjustment consolidated application package for US Market gas station and commercial areas at 2540 & 2600 Newberg Hwy (CU 24-02)**

RECOMMENDATION:

Staff recommends that the City Council take no action on this item and provides this summary pursuant to [Woodburn Development Ordinance \(WDO\)](#) Section 4.02.02. The Council may call up this item if desired and, by majority vote, initiate a review of the Planning Commission decision.

BACKGROUND:

The subject property is located at 2540 & 2600 Newberg Hwy. The property is zoned Commercial General (CG) and is bordered by a Dairy Queen drive-through restaurant, Panor 360 condominiums, and two houses.

The proposed development is a conditional use (for a gas station), design review, phasing plan, and Street Adjustment to develop a site of two lots totaling approximately 1.42 acres into a gas station with a convenience store and two commercial office tenant spaces.

The Planning Commission held a public hearing on August 22, 2024 and on October 24, 2024 by a 5-2 vote approved the consolidated land use applications package (land use review Type III) with the conditions recommended by staff through the staff report published August 22, except for one revision item with two parts: revising Condition CU8d and deleting a Public Works comment from Attachment 102A:

Agenda Item Review: City Administrator City Attorney Finance

- CU8d: struck condition that would have required a median barrier to be constructed at Oregon Way to mitigate against right turns by trucks exiting the site and that referenced Attachment 102A, Public Works comments, item 6.
- Deleted Attachment 102A, Public Works comments, item 6 that read, “A median barrier is required to be constructed at Oregon Way to mitigate against right turns by trucks exiting the site. The median barrier design and location will be part of the civil plans reviewed through the building permit application and construction of the median is due at the same time as Condition G4a (WDO 3.01.02E).” Items 7-12 became renumbered to 6-11.

More than 40 parties testified, most against.

The Commission final decision document includes conditions of approval that relate to topics including:

1. Right-of-way (ROW) dedication & grant of streetside public utility easement (PUE);
2. Driveway number and maximum widths;
3. Cross access or shared access easement grant and constructing one or more drive aisle stubs;
4. Ensuring minimum off-street parking that meets WDO standards;
5. The look & feel of street frontage for passers-by walking, cycling, & driving-including street trees and a deeper front yard with trees;
6. Electric power poles removal and lines burial or fees-in-lieu;
7. Enclosure of trash receptacle per WDO;
8. Phasing plan;
9. Wide walkways;
10. Bicycle parking;
11. Landscaping including having an evergreen tree among newly planted trees on the property;
12. Urban design: How many & how large are windows; door canopies or fixed awnings that shelter from precipitation and wall cladding;
13. An Architectural Wall buffer or screen;
14. Limiting excessive light fixtures under the fuel pump canopy at the convenience store side and limiting canopy height;
15. Gas station operations:
 - a. Hours of operation of the convenience store, car wash, and vacuums;
 - b. Convenient trash receptacle for walking or cycling customers to lessen sidewalk litter;
 - c. Vehicular circulation and fuel pump queueing;

16. Signage: Other than fuel prices display, a front yard electronic changing image sign face is to be off during the same hours that the convenience store is closed;
17. A traffic mitigation fee as a fair or proportionate share contribution towards the improvement of nearby intersections.
18. Bus stop improvements; and
19. Frontage/street improvements.

Additional application materials are found via the [CU 24-02 City project webpage](#).

An aerial view, site plan, & elevations and/or perspective renderings are below:



Subject property outlined in green

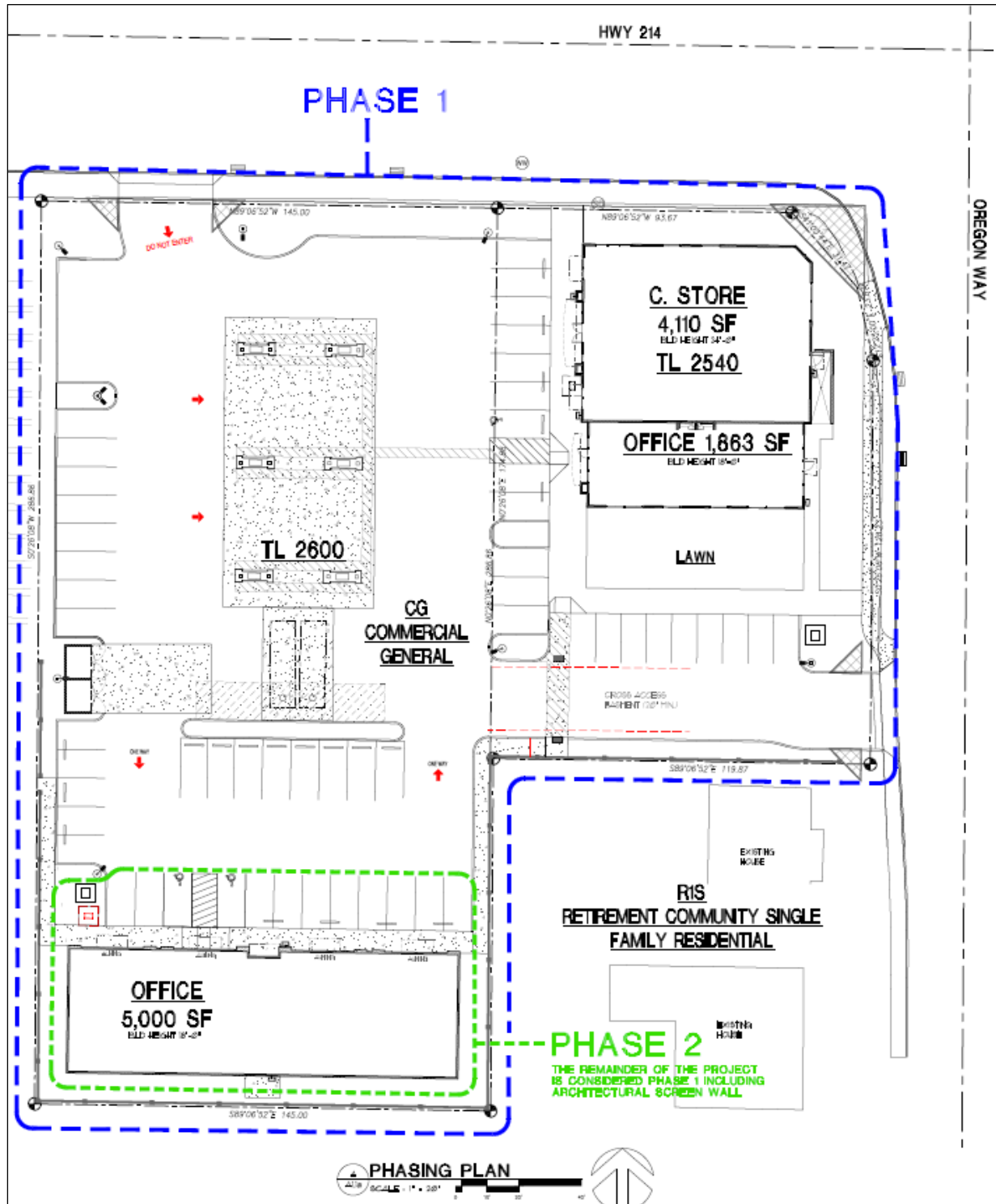


Exhibit PP1: Phasing plan excerpt from Sheet A1.1a dated February 5, 2024, and submitted February 8, 2024



Proposed convenience store elevation

DISCUSSION:

n/a

FINANCIAL IMPACT:

n/a

Attachment(S):

None.