



# CITY OF WOODBURN

## Investment Performance Review For the Quarter Ended December 31, 2024

### Client Management Team

Lauren Brant, Managing Director  
Giancarlo Morales-Belletti, Portfolio Manager  
Jeremy King, Key Account Manager

### PFM Asset Management A division of U.S. Bancorp Asset Management, Inc

13010 SW 68th Pkwy  
Tigard, OR 97223  
503-837-8445

213 Market Street  
Harrisburg, PA 17101-2141  
717-232-2723

**NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE**

*For Institutional Investor or Investment Professional Use Only - This material is not for inspection by, distribution to, or quotation to the general public*

---

# Market Summary

## QUARTERLY MARKET SUMMARY

### Summary

- ▶ The fourth quarter of 2024 was characterized by an increase in yields and volatility as investors digested the potential impact of the new administration's policy proposals. Areas of focus include taxes, tariffs, immigration, and deregulation, which the market generally expects could result in more growth, larger budget deficits and higher inflation.
- ▶ The labor market continues to move into balance as layoffs remain contained and the pace of job creation remains steady. This trend continues to support the consumer and fuel economic growth. Inflation moved sideways during the quarter, and as a result the Federal Reserve (Fed) views the risks to its dual mandate – stable prices and full employment – as being “roughly in balance.”
- ▶ The Fed cut the overnight rate by 25 basis points (bps) (0.25%) at both its November and December meetings to bring the new target range to 4.25% - 4.50%. The Fed's updated “dot plot” implied only 50 bps of rate cuts in 2025, down from previous projections indicating a full percentage point of rate cuts in 2025. This revision, plus some pointed commentary from Fed officials, has resulted in the market generally expecting the Fed to pause rate cuts for some time.
- ▶ While sentiment remained positive in Q4 and continued to support risk asset valuations, the Fed's “higher for longer” narrative towards the end of the quarter caused Treasury yields beyond one year to rise while equity markets sold off from all-time highs. The NASDAQ still ended the quarter up 6.4% and the S&P 500 Index ended 2.4% higher, while the Dow Jones Industrial Average eked out a small 0.9% gain. For calendar year 2024, the S&P 500 returned 25%, driven in large part by the “Magnificent Seven,” which returned 67%.

### Economic Snapshot

- ▶ U.S. inflation readings remained ‘sticky’ during the quarter and did not show progress in moving towards the Fed's 2% target. Shelter and housing components of inflation, which had been running higher than most other segments of the underlying data, began to move lower during the quarter. Core CPI remained at 3.3% annualized year-over-year during the quarter while headline CPI increased to 2.7% after ending Q3 at 2.4%.
- ▶ U.S. real gross domestic product (GDP) growth continued its upward trajectory in Q3, with final estimates showing growth of 3.1%. Personal consumption remained exceptionally strong and grew at the fastest pace in 18 months.
- ▶ The U.S. labor market continued to show strength with 511,000 jobs added in Q4 compared to 477,000 in Q3. Additionally, the unemployment rate ended the quarter at 4.1%, which is 0.4% higher than the calendar year low of 3.7%, but still near historic lows. Layoff rates continue to remain near multi-year lows and jobless claims also remain below their long-term averages while the pace of wage growth has stabilized.

### Interest Rates

- ▶ U.S. Treasury yields moved higher in response to policy proposals that are generally expected to be inflationary. Additionally, the Fed continued with rate cuts cutting a total of 100 bps in 2024. While the Fed cut rates at both November and December meetings, guidance pointed towards fewer cuts occurring at a slower pace than previously anticipated.
- ▶ Both fiscal and monetary expectations steepened the Treasury curve, with the yield on the 2-, 5-, and 10-year Treasuries ending the quarter at 4.24%, 4.38%, and 4.57%. This represents increases of 60, 82, and 79 bps, respectively. The 3-month Treasury, heavily influenced by the Fed, moved 30 bps lower, ending the quarter at 4.31%.
- ▶ As a result of higher yields, U.S. Treasury indexes generated negative total returns for the quarter. The ICE BofA 2-, 5-, and 10-year U.S. Treasury indices returned -0.20%, -2.72%, and -5.22% for the quarter, while the shorter-duration ICE BofA 3-month U.S. Treasury index returned 1.16%.

### Sector Performance

- ▶ Strong investor demand pushed spreads tighter across most investment grade sectors throughout Q4, resulting in firmly positive excess returns on corporates and asset-backed securities.
- ▶ Federal agency & supranational spreads remained low and range bound throughout Q4. These sectors produced muted excess returns as issuance was light and incremental income is minimal.
- ▶ Investment-grade (IG) corporates posted another strong relative quarter as robust investor demand continued while issuance slowed into year-end. Yield spreads tightened further toward multi-year tights. Lower-quality and longer-duration issuers generated stronger excess returns in Q4. Financial issuers led most other industries across much of the yield curve.
- ▶ Asset-backed securities (ABS) spreads are tighter than their historical average while underlying technicals remain strong. Cross-sector spreads have shifted notably, as ABS spreads tightened substantially through year-end and now trade through corporates. As a result, ABS was a top performer in Q4.
- ▶ Mortgage-backed securities (MBS) were hurt by rising rates and heightened volatility. After an exceptionally strong Q3, agency MBS underperformed Treasuries in Q4. On the other hand, well-structured Agency commercial MBS (CMBS) performed better and saw positive excess returns.
- ▶ Short-term credit (commercial paper and negotiable bank CDs) yields fell in response to the Fed rate cuts, but the money market yield curve steepened on prospects for “higher for longer.” Yield spreads also widened over the quarter by 10-15 bps across most of the money market curve.

Economic Snapshot

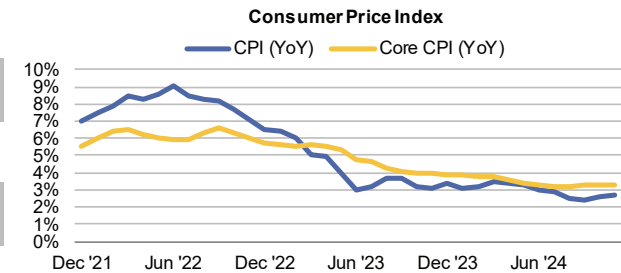
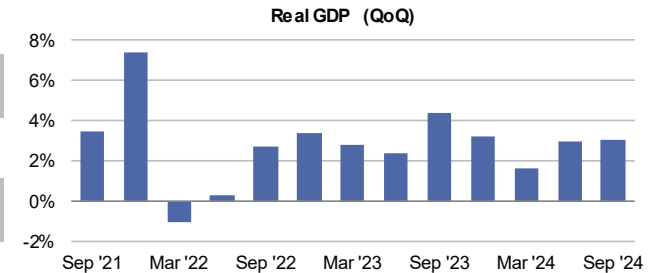
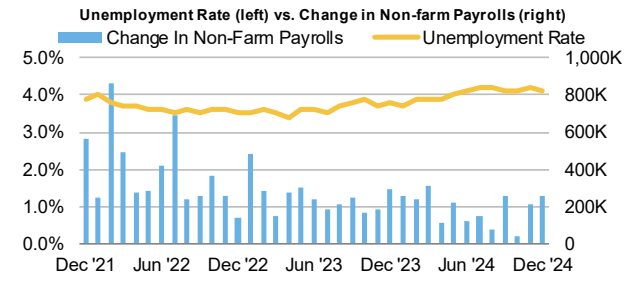
Labor Market	Latest	Sep '24	Dec '23	
Unemployment Rate	Dec'24	4.1%	4.1%	3.8%
Change In Non-Farm Payrolls	Dec'24	256,000	255,000	290,000
Average Hourly Earnings (YoY)	Dec'24	3.9%	3.9%	4.3%
Personal Income (YoY)	Nov24	5.3%	5.1%	5.2%
Initial Jobless Claims (week)	1/4/25	201,000	225,000	198,000

Growth	Latest	Sep '24	Dec '23	
Real GDP (QoQ SAAR)	2024Q3	3.1%	3.0% <sup>1</sup>	4.4% <sup>2</sup>
GDP Personal Consumption (QoQ SAAR)	2024Q3	3.7%	2.8% <sup>1</sup>	2.5% <sup>2</sup>
Retail Sales (YoY)	Nov24	3.8%	2.0%	5.5%
ISM Manufacturing Survey (month)	Dec'24	49.3	47.2	47.1
Existing Home Sales SAAR (month)	Nov24	4.15 mil.	3.83 mil.	3.88 mil.

Inflation/Prices	Latest	Sep '24	Dec '23	
Personal Consumption Expenditures (YoY)	Nov24	2.4%	2.1%	2.7%
Consumer Price Index (YoY)	Nov24	2.7%	2.4%	3.4%
Consumer Price Index Core (YoY)	Nov24	3.3%	3.3%	3.9%
Crude Oil Futures (WTI, per barrel)	Dec 31	\$71.72	\$68.17	\$71.65
Gold Futures (oz.)	Dec 31	\$2,641	\$2,636	\$2,072



1. Data as of Second Quarter 2024.

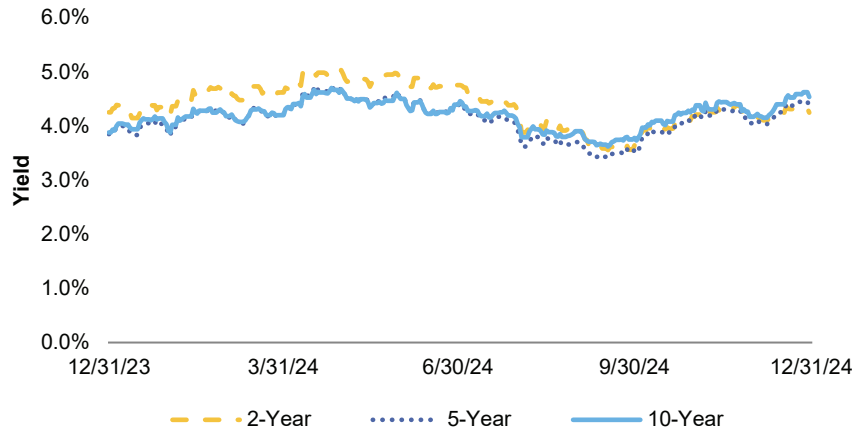
2. Data as of Third Quarter 2023.

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

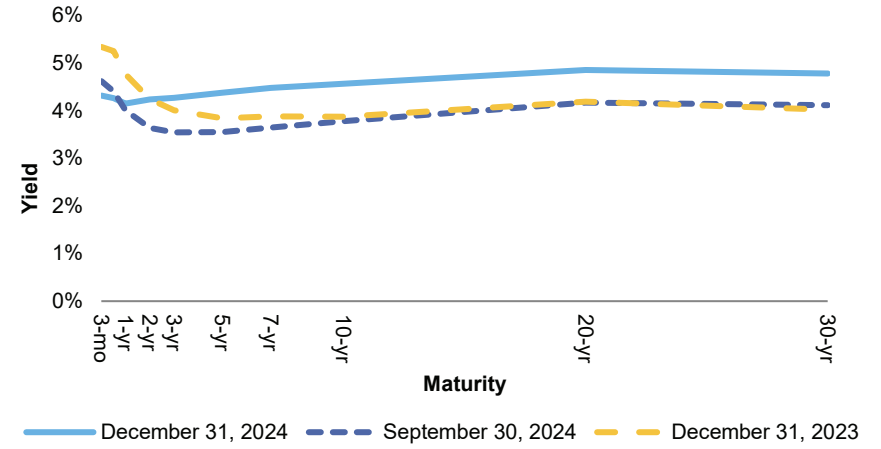
Source: Bloomberg.

### Interest Rate Overview

U.S. Treasury Note Yields



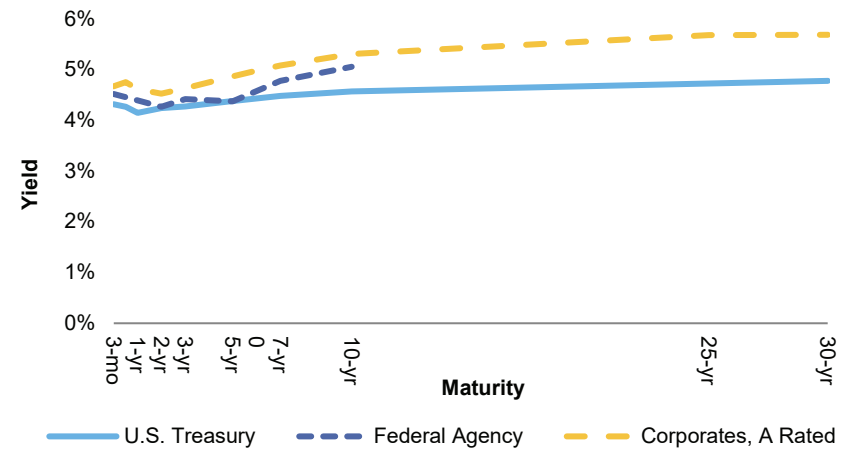
U.S. Treasury Yield Curve



U.S. Treasury Yields

Maturity	Dec '24	Sep '24	Change over Quarter	Dec '23	Change over Year
3-Month	4.32%	4.63%	(0.31%)	5.34%	(1.02%)
1-Year	4.15%	4.01%	0.14%	4.77%	(0.62%)
2-Year	4.24%	3.64%	0.60%	4.25%	(0.01%)
5-Year	4.38%	3.56%	0.82%	3.85%	0.53%
10-Year	4.57%	3.78%	0.79%	3.88%	0.69%
30-Year	4.78%	4.12%	0.66%	4.03%	0.75%

Yield Curves as of December 31, 2024



Source: Bloomberg.

ICE BofA Index Returns

December 31, 2024	As of 12/31/2024		Returns for Periods ended 12/31/2024		
	Duration	Yield	3 Month	1 Year	3 Years
<b>1-3 Year Indices</b>					
U.S. Treasury	1.81	4.26%	(0.06%)	4.08%	1.49%
Federal Agency	1.57	4.28%	0.25%	4.31%	1.67%
U.S. Corporates, A-AAA rated	1.78	4.74%	0.11%	5.14%	2.24%
Agency MBS (0 to 3 years)	1.98	4.80%	(0.07%)	4.33%	1.25%
Taxable Municipals	1.85	4.57%	0.11%	4.80%	2.01%
<b>1-5 Year Indices</b>					
U.S. Treasury	2.54	4.30%	(0.77%)	3.41%	0.73%
Federal Agency	2.00	4.28%	(0.13%)	3.98%	1.05%
U.S. Corporates, A-AAA rated	2.48	4.84%	(0.47%)	4.81%	1.54%
Agency MBS (0 to 5 years)	3.47	4.97%	(0.87%)	3.84%	0.39%
Taxable Municipals	2.49	4.63%	(0.41%)	4.07%	1.26%
<b>Master Indices (Maturities 1 Year or Greater)</b>					
U.S. Treasury	6.04	4.47%	(3.34%)	0.51%	(3.10%)
Federal Agency	3.42	4.41%	(1.21%)	3.19%	(0.21%)
U.S. Corporates, A-AAA rated	6.59	5.18%	(3.13%)	2.06%	(2.32%)
Agency MBS (0 to 30 years)	5.67	5.28%	(3.18%)	1.33%	(2.13%)
Taxable Municipals	8.79	5.41%	(4.32%)	0.26%	(4.65%)

Returns for periods greater than one year are annualized.

Source: ICE BofA 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.*

*NOT FDIC INSURED : NO BANK GUARANTEE : MAY LOSE VALUE*

*Further distribution is not permitted without prior written consent.*

---

# Portfolio Review: CITY OF WOODBURN



## Certificate of Compliance

During the reporting period for the quarter ended December 31, 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, a division of U.S. Bancorp Asset Management, Inc.*

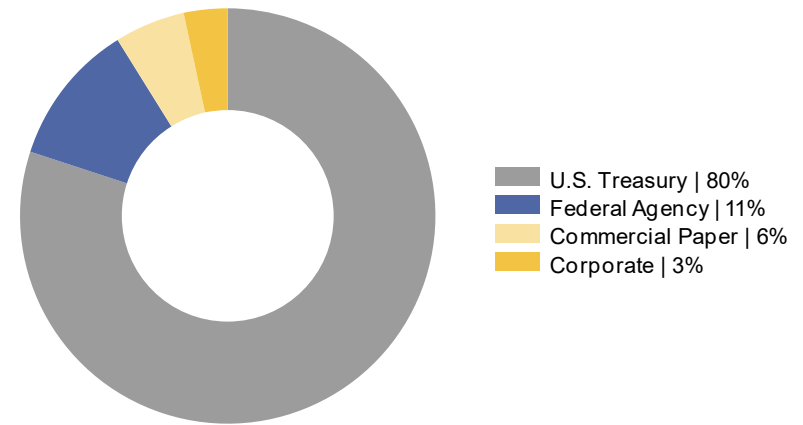
*Note: Pre- and post-trade compliance for the account(s) managed by PFM Asset Management is provided via Bloomberg Asset and Investment Management ("AIM").*

## Portfolio Snapshot - CITY OF WOODBURN<sup>1</sup>

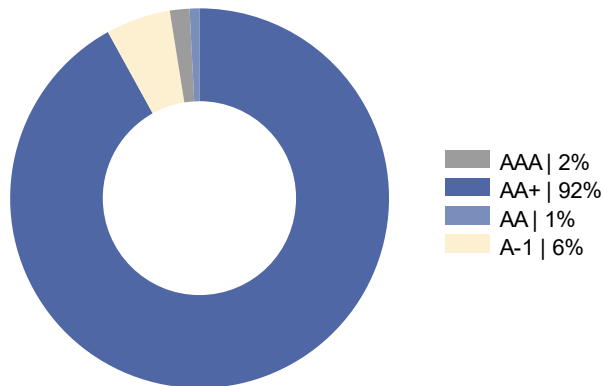
### Portfolio Statistics

<b>Total Market Value</b>	\$59,271,603.38
<i>Securities Sub-Total</i>	\$58,701,928.26
<i>Accrued Interest</i>	\$569,675.12
<i>Cash</i>	\$0.00
<b>Portfolio Effective Duration</b>	1.38 years
<b>Benchmark Effective Duration</b>	1.33 years
<b>Yield At Cost</b>	4.42%
<b>Yield At Market</b>	4.36%
<b>Portfolio Credit Quality</b>	AA

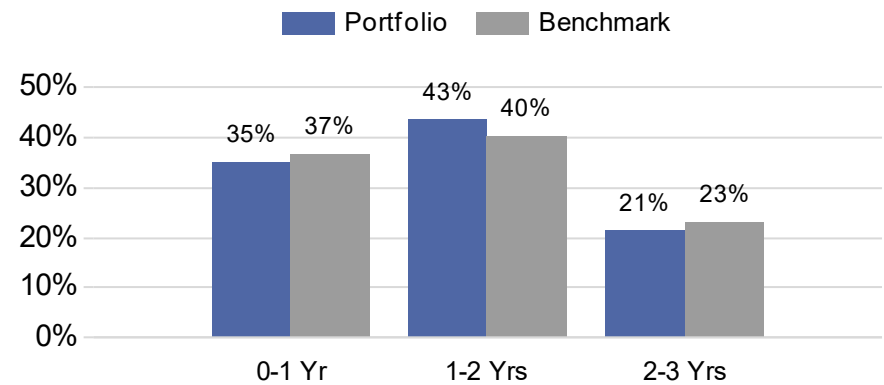
### Sector Allocation



### 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.

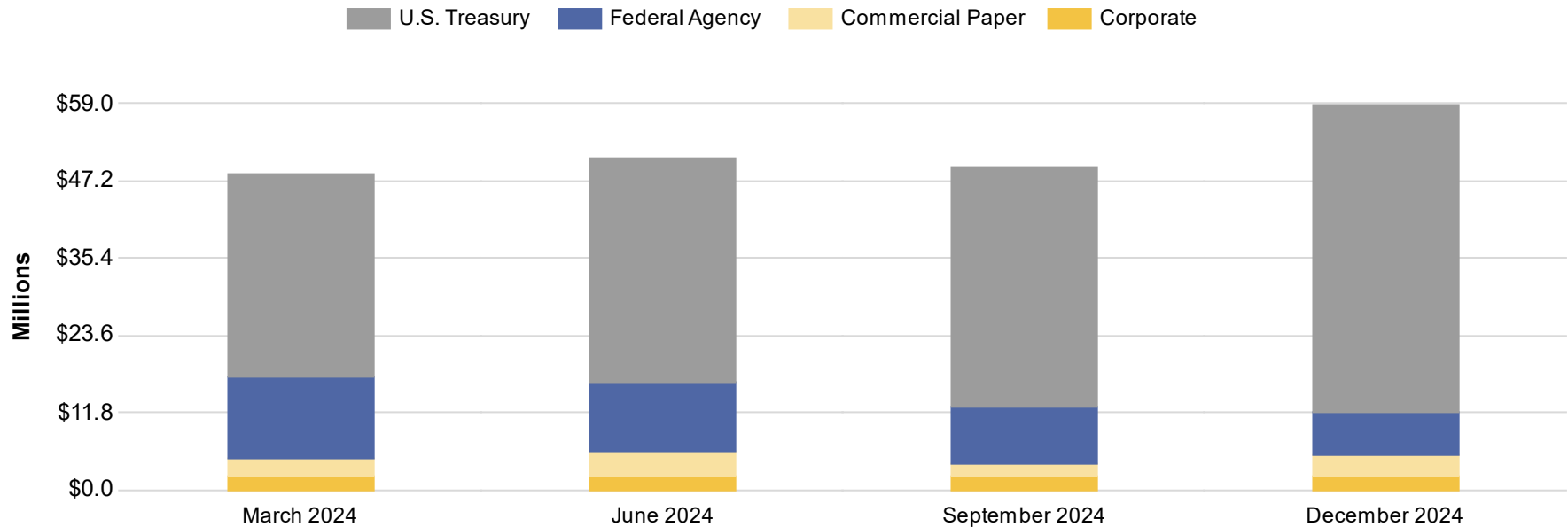
## Issuer Diversification

Security Type / Issuer	Market Value (%)	S&P / Moody's / Fitch
<b>U.S. Treasury</b>	<b>80.0%</b>	
United States Treasury	80.0%	AA / Aaa / AA
<b>Federal Agency</b>	<b>11.1%</b>	
Federal Home Loan Banks	11.1%	AA / Aaa / NR
<b>Commercial Paper</b>	<b>5.5%</b>	
Credit Agricole Group	2.1%	A / Aa / AA
Groupe BPCE	1.6%	A / Aa / A
Mitsubishi UFJ Financial Group Inc	1.7%	A / Aa / A
<b>Corporate</b>	<b>3.4%</b>	
Apple Inc	0.8%	AA / Aaa / NR
Johnson & Johnson	0.8%	AAA / Aaa / NR
Microsoft Corp	0.8%	AAA / Aaa / NR
Walmart Inc	0.9%	AA / Aa / AA
<b>Total</b>	<b>100.0%</b>	

Ratings shown are calculated by assigning a numeral value to each security rating, then calculating a weighted average rating for each security type / issuer category using all available security ratings, excluding Not-Rated (NR) ratings. For security type / issuer categories where a rating from the applicable NRSRO is not available, a rating of NR is assigned. Includes accrued interest and excludes balances invested in overnight funds.

### Sector Allocation Review

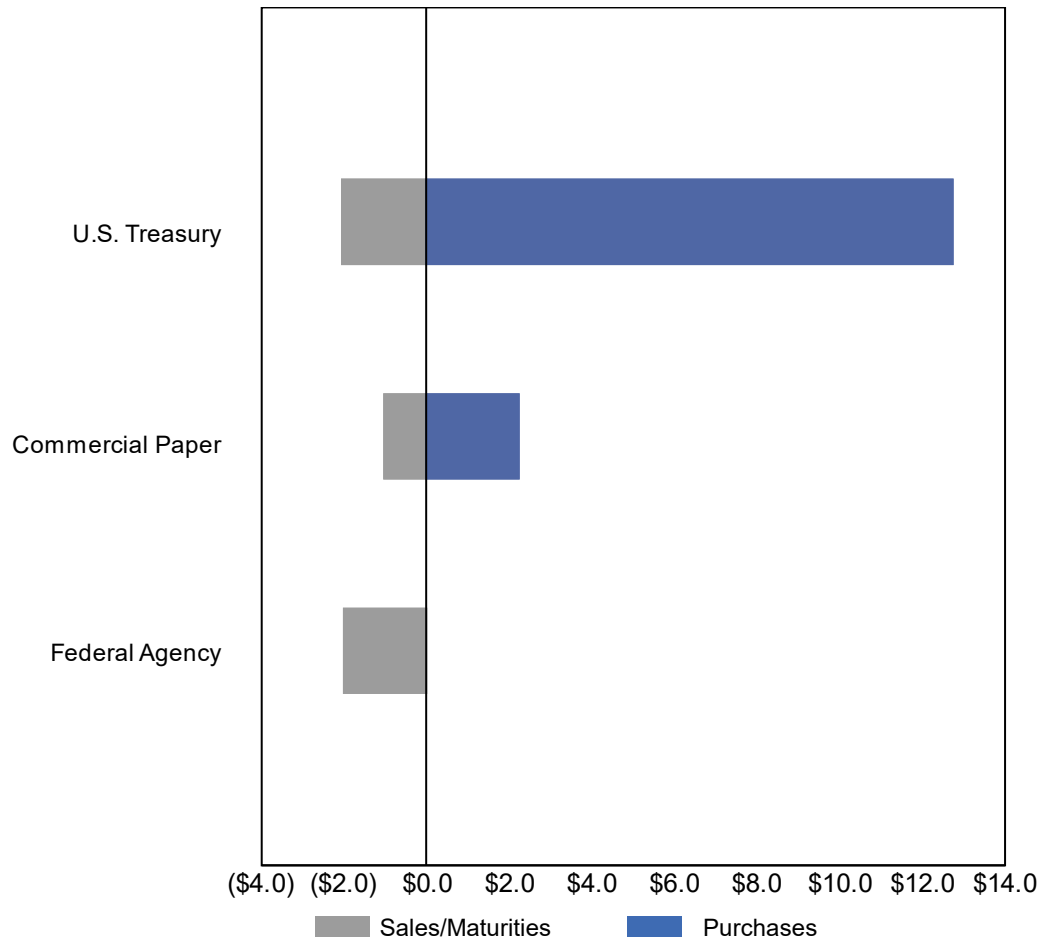
Security Type	Mar-24	% of Total	Jun-24	% of Total	Sep-24	% of Total	Dec-24	% of Total
U.S. Treasury	\$30.7	63.9%	\$34.1	67.5%	\$36.7	74.6%	\$47.0	80.0%
Federal Agency	\$12.5	26.0%	\$10.5	20.8%	\$8.6	17.4%	\$6.5	11.1%
Commercial Paper	\$2.9	6.1%	\$4.0	7.8%	\$2.0	4.0%	\$3.2	5.5%
Corporate	\$1.9	4.0%	\$1.9	3.9%	\$2.0	4.0%	\$2.0	3.4%
<b>Total</b>	<b>\$48.1</b>	<b>100.0%</b>	<b>\$50.5</b>	<b>100.0%</b>	<b>\$49.2</b>	<b>100.0%</b>	<b>\$58.7</b>	<b>100.0%</b>



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

**Net Activity by Sector**  
(\$ millions)

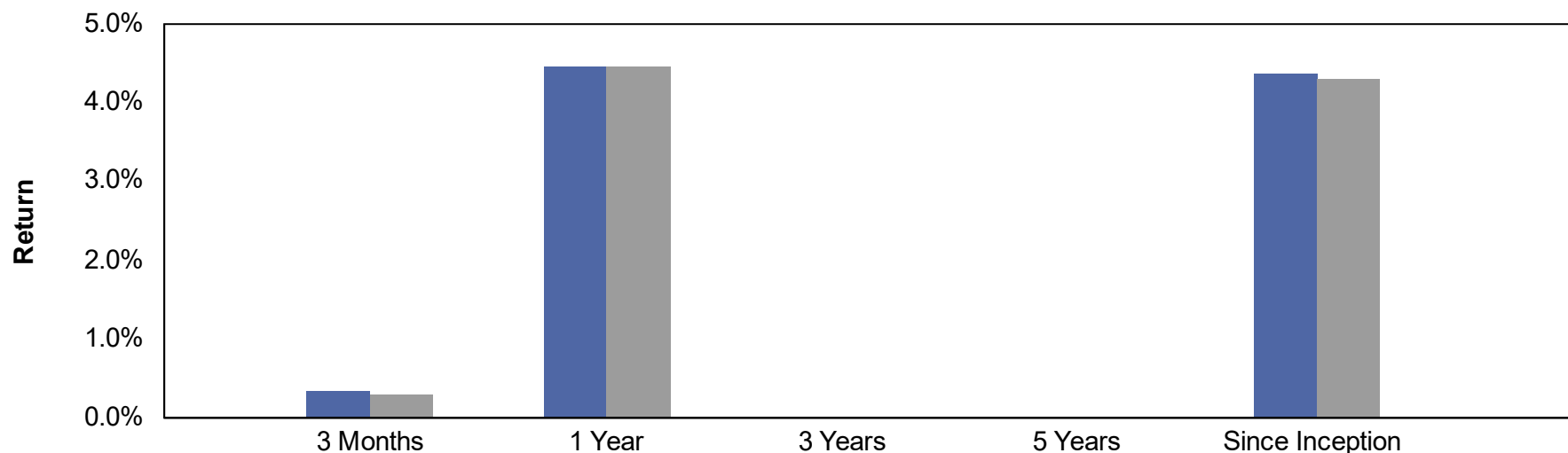


Sector	Net Activity
U.S. Treasury	\$10,685,987
Commercial Paper	\$1,237,817
Federal Agency	(\$2,000,000)
<b>Total Net Activity</b>	<b>\$9,923,804</b>

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

■ Portfolio ■ Benchmark



Market Value Basis Earnings	3 Months	1 Year	3 Years	5 Years	Since Inception <sup>1</sup>
Interest Earned <sup>2</sup>	\$518,483	\$1,967,588	-	-	\$2,900,123
Change in Market Value	(\$349,698)	\$246,769	-	-	\$634,418
<b>Total Dollar Return</b>	<b>\$168,785</b>	<b>\$2,214,357</b>	-	-	<b>\$3,534,541</b>
<b>Total Return<sup>3</sup></b>					
Portfolio	0.33%	4.46%	-	-	4.37%
Benchmark <sup>4</sup>	0.30%	4.46%	-	-	4.30%

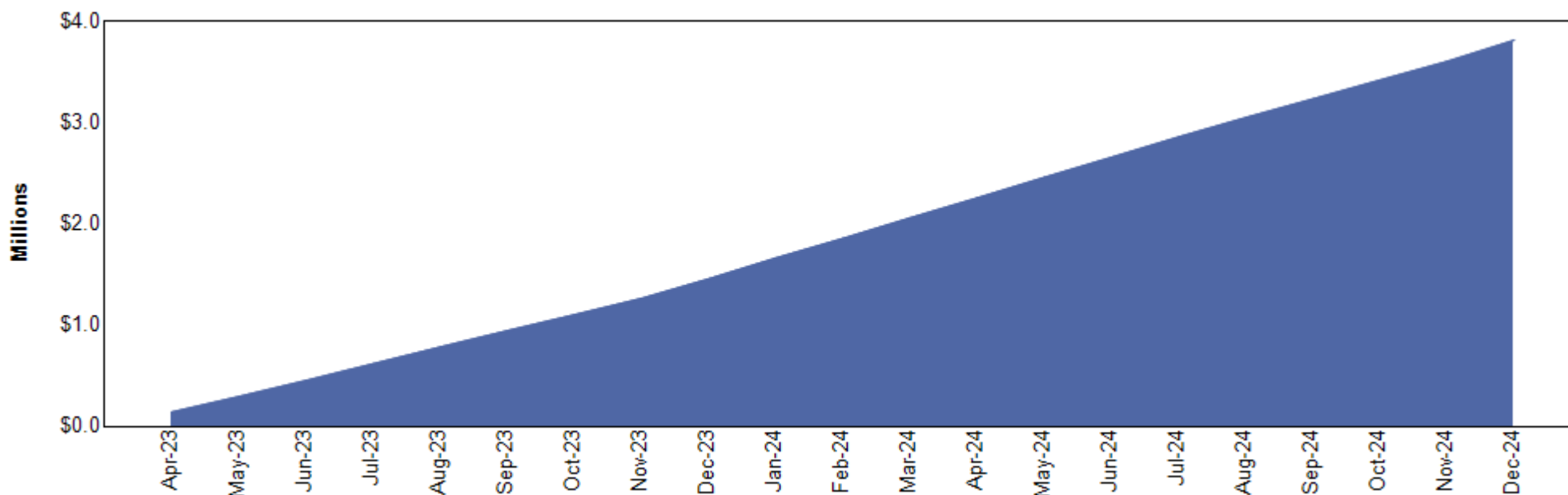
1. The lesser of 10 years or since inception is shown. Since inception returns for periods one year or less are not shown. Performance inception date is March 31, 2023.

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



Accrual Basis Earnings	3 Months	1 Year	3 Years	5 Year	Since Inception <sup>1</sup>
Interest Earned <sup>2</sup>	\$518,483	\$1,967,588	-	-	\$2,900,123
Realized Gains / (Losses) <sup>3</sup>	\$1,629	\$1,629	-	-	(\$6,438)
Change in Amortized Cost	\$60,730	\$387,682	-	-	\$919,927
<b>Total Earnings</b>	<b>\$580,843</b>	<b>\$2,356,899</b>	-	-	<b>\$3,813,612</b>

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
<b>U.S. Treasury</b>											
US TREASURY N/B DTD 01/31/2023 4.125% 01/31/2025	91282CGG0	1,500,000.00	AA+	Aaa	12/7/2023	12/11/2023	1,485,820.32	4.98	25,893.34	1,498,979.88	1,499,647.50
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	18,214.29	1,993,341.67	2,000,500.00
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	14,577.14	2,481,731.17	2,499,620.74
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	11,685.08	1,997,096.51	2,003,704.00
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	5,417.58	2,885,143.05	2,895,061.30
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	26,851.22	1,489,204.62	1,494,972.00
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	22,663.04	1,490,488.86	1,496,016.00
US TREASURY N/B DTD 02/15/2023 4.000% 02/15/2026	91282CGL9	2,000,000.00	AA+	Aaa	12/12/2024	12/13/2024	1,994,453.13	4.24	30,217.39	1,994,691.27	1,994,688.00
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	8,035.71	1,001,508.13	993,633.00
US TREASURY N/B DTD 04/17/2023 3.750% 04/15/2026	91282CGV7	3,000,000.00	AA+	Aaa	12/6/2024	12/10/2024	2,983,593.75	4.17	24,107.14	2,984,314.39	2,980,899.00
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	4,706.49	990,838.12	991,719.00
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	9,412.98	1,979,979.81	1,983,438.00
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	25,483.43	2,005,199.77	1,984,062.00
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	34,495.86	2,494,694.90	2,514,745.00
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	12,009.67	2,010,559.74	2,012,890.00

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
<b>U.S. Treasury</b>											
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	2,002.40	984,029.83	982,144.24
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	37,880.43	2,045,143.71	2,039,750.00
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	15,580.84	994,735.78	997,188.00
US TREASURY N/B DTD 02/15/2024 4.125% 02/15/2027	91282CKA8	1,000,000.00	AA+	Aaa	12/6/2024	12/10/2024	1,000,585.94	4.09	15,580.84	1,000,571.44	997,188.00
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	25,359.12	1,988,789.20	1,999,296.00
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	11,685.08	1,993,387.52	2,009,766.00
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	20,210.60	1,013,793.26	1,002,461.00
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	19,806.39	995,512.66	982,411.78
US TREASURY N/B DTD 09/16/2024 3.375% 09/15/2027	91282CLL3	2,500,000.00	AA+	Aaa	12/6/2024	12/10/2024	2,455,273.44	4.06	25,172.65	2,456,207.77	2,442,772.50
US TREASURY N/B DTD 10/15/2024 3.875% 10/15/2027	91282CLQ2	2,000,000.00	AA+	Aaa	11/19/2024	11/20/2024	1,981,015.63	4.22	16,607.14	1,981,735.48	1,978,750.00
US TREASURY N/B DTD 11/15/2024 4.125% 11/15/2027	91282CLX7	2,200,000.00	AA+	Aaa	12/6/2024	12/10/2024	2,204,125.00	4.06	11,782.46	2,204,049.11	2,190,031.80
<b>Security Type Sub-Total</b>		<b>47,105,000.00</b>					<b>46,833,897.12</b>	<b>4.37</b>	<b>475,438.31</b>	<b>46,955,727.65</b>	<b>46,967,354.86</b>
<b>Federal Agency</b>											
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	34,166.67	1,999,913.40	2,001,892.00
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	27,493.06	2,001,632.02	2,001,200.00
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	14,131.94	2,495,950.51	2,515,860.00
<b>Security Type Sub-Total</b>		<b>6,500,000.00</b>					<b>6,507,445.00</b>	<b>4.65</b>	<b>75,791.67</b>	<b>6,497,495.93</b>	<b>6,518,952.00</b>

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
<b>Corporate</b>											
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	6,066.67	497,023.17	498,250.00
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	2,517.36	493,265.87	494,783.50
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	5,777.78	491,541.43	493,970.00
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	4,083.33	490,507.40	488,804.00
<b>Security Type Sub-Total</b>		<b>2,000,000.00</b>					<b>1,923,740.00</b>	<b>4.68</b>	<b>18,445.14</b>	<b>1,972,337.87</b>	<b>1,975,807.50</b>
<b>Commercial Paper</b>											
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	989,927.50	990,105.00
CREDIT AGRICOLE CIB NY DTD 09/17/2024 0.000% 06/13/2025	22533TTD8	1,300,000.00	A-1	P-1	12/9/2024	12/10/2024	1,270,672.36	4.39	0.00	1,274,159.97	1,273,977.90
NATIXIS NY BRANCH DTD 10/21/2024 0.000% 07/18/2025	63873JUU7	1,000,000.00	A-1	P-1	10/23/2024	10/24/2024	967,144.17	4.43	0.00	975,635.00	975,731.00
<b>Security Type Sub-Total</b>		<b>3,300,000.00</b>					<b>3,214,101.53</b>	<b>4.46</b>	<b>0.00</b>	<b>3,239,722.47</b>	<b>3,239,813.90</b>
<b>Managed Account Sub Total</b>		<b>58,905,000.00</b>					<b>58,479,183.65</b>	<b>4.42</b>	<b>569,675.12</b>	<b>58,665,283.92</b>	<b>58,701,928.26</b>
<b>Securities Sub Total</b>		<b>\$58,905,000.00</b>					<b>\$58,479,183.65</b>	<b>4.42%</b>	<b>\$569,675.12</b>	<b>\$58,665,283.92</b>	<b>\$58,701,928.26</b>
<b>Accrued Interest</b>											<b>\$569,675.12</b>
<b>Total Investments</b>											<b>\$59,271,603.38</b>

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
<b>BUY</b>									
10/23/2024	10/24/2024	1,000,000.00	63873JUU7	NATIXIS NY BRANCH	0.00%	7/18/2025	967,144.17	4.43%	
11/19/2024	11/20/2024	2,000,000.00	91282CLQ2	US TREASURY N/B	3.87%	10/15/2027	1,988,680.47	4.22%	
12/6/2024	12/10/2024	2,500,000.00	91282CLL3	US TREASURY N/B	3.37%	9/15/2027	2,475,318.33	4.06%	
12/6/2024	12/10/2024	2,200,000.00	91282CLX7	US TREASURY N/B	4.12%	11/15/2027	2,210,392.27	4.06%	
12/6/2024	12/10/2024	3,000,000.00	91282CGV7	US TREASURY N/B	3.75%	4/15/2026	3,000,901.44	4.17%	
12/6/2024	12/10/2024	1,000,000.00	91282CKA8	US TREASURY N/B	4.12%	2/15/2027	1,013,700.75	4.09%	
12/9/2024	12/10/2024	1,300,000.00	22533TTD8	CREDIT AGRICOLE CIB NY	0.00%	6/13/2025	1,270,672.36	4.39%	
12/12/2024	12/13/2024	2,000,000.00	91282CGL9	US TREASURY N/B	4.00%	2/15/2026	2,020,540.09	4.24%	
<b>Total BUY</b>		<b>15,000,000.00</b>					<b>14,947,349.88</b>		<b>0.00</b>
<b>INTEREST</b>									
10/15/2024	10/15/2024		91282CFP1	US TREASURY N/B	4.25%	10/15/2025	42,500.00		
10/15/2024	10/15/2024		91282CGV7	US TREASURY N/B	3.75%	4/15/2026	18,750.00		
11/3/2024	11/3/2024		594918BJ2	MICROSOFT CORP (CALLABLE)	3.12%	11/3/2025	7,812.50		
11/15/2024	11/15/2024		91282CKR1	US TREASURY N/B	4.50%	5/15/2027	45,000.00		
11/15/2024	11/15/2024		91282CJK8	US TREASURY N/B	4.62%	11/15/2026	46,250.00		
11/15/2024	11/15/2024		91282CHB0	US TREASURY N/B	3.62%	5/15/2026	54,375.00		
11/15/2024	11/15/2024		91282CFW6	US TREASURY N/B	4.50%	11/15/2025	101,137.50		

## Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amount (\$)	Yield at Market	Realized G/L (BV)
<b>INTEREST</b>									
11/17/2024	11/17/2024		3130AXU63	FEDERAL HOME LOAN BANK	4.62%	11/17/2026	57,812.50		
12/13/2024	12/13/2024		3130ATUR6	FEDERAL HOME LOAN BANK	4.62%	12/13/2024	46,250.00		
12/15/2024	12/15/2024		91282CJP7	US TREASURY N/B	4.37%	12/15/2026	21,437.50		
12/15/2024	12/15/2024		91282CGA3	US TREASURY N/B	4.00%	12/15/2025	58,000.00		
<b>Total INTEREST</b>		<b>0.00</b>					<b>499,325.00</b>		<b>0.00</b>
<b>MATURITY</b>									
10/18/2024	10/18/2024	1,000,000.00	53944QKJ8	LMA AMERICAS LLC	0.00%	10/18/2024	1,000,000.00		
12/13/2024	12/13/2024	2,000,000.00	3130ATUR6	FEDERAL HOME LOAN BANK	4.62%	12/13/2024	2,000,000.00		
<b>Total MATURITY</b>		<b>3,000,000.00</b>					<b>3,000,000.00</b>		<b>0.00</b>
<b>SELL</b>									
11/19/2024	11/20/2024	1,500,000.00	91282CGG0	US TREASURY N/B	4.12%	1/31/2025	1,517,659.64		1,276.41
11/19/2024	11/20/2024	500,000.00	91282CGG0	US TREASURY N/B	4.12%	1/31/2025	505,886.56		352.91
<b>Total SELL</b>		<b>2,000,000.00</b>					<b>2,023,546.20</b>		<b>1,629.32</b>

## Important Disclosures

This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation, as it was prepared without regard to any specific objectives or financial circumstances.

PFMAM professionals have exercised reasonable professional care in the preparation of this performance report. Information in this report is obtained from sources external to PFMAM and is generally believed to be reliable and available to the public; however, we cannot guarantee its accuracy, completeness or suitability. We rely on the client's custodian for security holdings and market values. Transaction dates reported by the custodian may differ from money manager statements. While efforts are made to ensure the data contained herein is accurate and complete, we disclaim all responsibility for any errors that may occur. References to particular issuers are for illustrative purposes only and are not intended to be recommendations or advice regarding such issuers. Fixed income manager and index characteristics are gathered from external sources. When average credit quality is not available, it is estimated by taking the market value weights of individual credit tiers on the portion of the strategy rated by a NRSRO.

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.

The views expressed within this material constitute the perspective and judgment of PFMAM 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 certain assumptions and current opinion as of the date of issue and are also subject to change. Some, but not all assumptions are noted in the report. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Opinions and data presented are not necessarily indicative of future events or expected performance.

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. The information contained is not an offer to purchase or sell any securities. Additional applicable regulatory information is available upon request.

For more information regarding PFMAM's services or entities, please visit [www.pfmam.com](http://www.pfmam.com).

Further distribution is not permitted without prior written consent.

## Important Disclosures

- Generally, PFMAM's market prices are derived from closing bid prices as of the last business day of the month as supplied by ICE Data Services. There may be differences in the values shown for investments due to accrued but uncollected income and the use of differing valuation sources and methods. Non-negotiable FDIC-insured bank certificates of deposit are priced at par. Although PFMAM believes the prices to be reliable, the values of the securities may not represent the prices at which the securities could have been bought or sold. Explanation of the valuation methods for a registered investment company or local government investment program is contained in the appropriate fund offering documentation or information statement.
- 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.**
- ICE Bank of America 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

## FEBRUARY 10, 2025

**DATE** COUNCIL CHAMBERS, CITY HALL, CITY OF WOODBURN, COUNTY OF MARION, STATE OF OREGON, FEBRUARY 10, 2025

**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 Brizuela	Present
Councilor Grijalva	Present
Councilor Wilk	Present

**Staff Present:** City Administrator Derickson, City Attorney Granum, Assistant City Administrator Row, Economic Development Director Johnk, Community Development Director Kerr, Special Projects Director Wakely, Police Chief Millican, Community Services Director Cuomo, Public Affairs and Communications Manager Guerrero, Finance Director Turley, Public Works Director Stultz, Assistant City Attorney Killmer, Community Outreach and Education Coordinator Uder, Building Official Gitt, City Recorder Pierson

### **ANNOUNCEMENTS**

Mayor Lonergan announced the following:

City Hall and the Library will be closed on February 19, for President's Day. Transit will be open holiday hours (8:00 a.m. - 3:00 p.m.) and the Aquatic Center will be open regular hours (6:00 a.m. - 10:00 a.m. & 4:00 p.m. -8:00 p.m.)

### **MOMENT OF REFLECTION**

Mayor Lonergan took a moment of reflection to acknowledge the following moments:

- Congratulated Joe Budge on his retirement from the Woodburn Fire District.
- Welcomed Jim Walker as the new Fire Chief for the Woodburn Fire District as well as welcoming Assistant Chief Mike Corless

### **PRESENTATIONS**

**Recognition of Sharon Corning** – Mayor Lonergan recognized and thanked Sharon Corning for her years of service on the Woodburn Planning Commission. Community Development Director Kerr stated that Sharon was a diligent and detail-oriented commissioner, and she will be missed.

**Railroad Safety Discussion** - City Administrator Derickson updated the Council on recent efforts to address train safety concerns. They worked with the City Attorney's Office to review federal laws regarding train speed control, confirming that the City has no authority to regulate speed due to federal

## **COUNCIL MEETING MINUTES FEBRUARY 10, 2025**

preemption. The City previously opposed increasing train speeds to 70 mph, citing safety risks, particularly near the high school and downtown. City Administrator Derickson outlined three key requests to Union Pacific: continue fencing along the rail line, reduce train speeds, and better time train traffic during peak hours, especially around school times. A letter was sent to Union Pacific, with copies to federal representatives. The City also encouraged community support through a template letter available on the website. Union Pacific has responded positively by meeting with City officials to discuss safety improvements, including additional fencing. A joint approach for creating barriers on City-owned property is also being explored.

Public Works Director Stultz shared that he met with railroad police, including the chief who was involved in the original fence installation on Ogle St. It was recommended to extend the same durable fence from Ogle St. to Cleveland St. The team also discussed blocking open areas near the railroad and the community college to prevent unauthorized access. They are focusing on areas with significant foot traffic, such as around the police department and the park, where people cross the tracks as a shortcut. Coordination with property owners, Union Pacific, and ODOT is planned to connect fencing and improve safety at key points. While Union Pacific is hesitant to fence the entire area, they are working on the most critical spots where foot traffic is highest to create barriers that direct people to legal crossings.

Special Projects Director Wakely provided an update on the Front Street overpass and pedestrian safety improvements. Although sidewalks cannot be installed on the overpass, the project will focus on lighting, ADA ramps, and a pedestrian island. The school district has agreed to assist by providing land for widening the intersection, and the City plans to install curb mounts and bollards. The project is expected to begin in June. While the pedestrian island should be ready by the 2025 school year, the timeline for repainting and installing bollards is still uncertain. Future phases will address additional sidewalk connections.

Community Services Director Cuomo provided an update on education and outreach efforts regarding rail safety. Operation Lifesaver, a nonprofit program, will be involved in educational workshops targeting various age groups, from younger students to middle and high schoolers. The school district has already begun outreach and will collaborate with the City for broader community education at events. Additionally, the Safe Routes to School program, which offers funding for positions focused on safety (including rail, bike, and pedestrian safety), is being explored for partnership opportunities between the City and school district. Director Cuomo highlighted the importance of educating youths on the dangers of trespassing on railroad tracks, prioritizing education over citations. If citations are issued, the Peer Court Program will be used to provide educational opportunities. The goal is a comprehensive approach to rail safety, combining physical barriers, speed reduction requests, and continuous education. Parents are encouraged to discuss the risks of using tracks as shortcuts with their children.

Woodburn School District Superintendent Larios expressed full support for the efforts to create lasting change in rail safety, applauding the City's initiatives such as fencing, timing improvements, and the actions recommended in the letter. They also fully support the educational components, particularly the Operation Lifesaver Program, and the multi-pronged approach combining physical improvements, education, and outreach. The superintendent emphasized the importance of continuing to educate

# COUNCIL MEETING MINUTES

## FEBRUARY 10, 2025

families and students about the dangers and praised the collaboration between the City and the school district in addressing the issue.

**DigEplan Electronic Plan Review System** – Building Official Gitt provided a presentation the DigEplan Electronic Plan Review System. She noted that the new digital system will streamline plan reviews by allowing real-time access for all departments, speeding up the process, reducing costs, saving staff time, and minimizing errors.

### **BUSINESS FROM THE PUBLIC**

Lauren Wilson, 502 Stubb Road, expressed her concerns about speeding and unsafe driving on Ben Brown Rd. around the intersection with Stubb Road. She described incidents of drivers ignoring stop signs, speeding, and reckless behavior like doing donuts and crashing into cars

Ansar El Muhammed, 1421 June Way, stated her concerns about train safety. She stated she has reached out to the Woodburn School District to implement a Union Pacific safety presentation, and contacted businesses and fencing companies for support. She highlighted the need for action to prevent future accidents, such as increased patrols around the tracks and improved signage.

### **CONSENT AGENDA**

- A. Woodburn City Council minutes of January 27, 2025,
- B. Building Activity for January 2025,
- C. Multijurisdictional IGA – Building Evaluation Support Agreement (BESA),
- D. IGA with Marion County for Structural/ Mechanical Inspection and Plan Review Services on an as needed basis (renewal).

Councilor Schaub noted that on Page 7 of the minutes it references Mickey Harrison as a he and it should be she.

**Motion: Schaub/Cornwell...** approve the consent agenda as presented with the correction on page 7 of the minutes.

The Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, Brizuela, and Grijalva voting “aye.” [6-0]

### **ACTION ON FINAL DECISION DOCUMENT APPROVING THE US MARKET GAS STATION DEVELOPMENT AT 2540 & 2600 NEWBERG HWY AT THE SOUTHWEST CORNER OF NEWBERG HWY & OREGON WAY (CU 24-02)**

Community Development Director Kerr provided a staff report. Councilor Cornwell asked if the caveat about the vegetative screening on the opposite side of the street was included and Director Kerr stated that the condition was added which would require the developer to install Arborvitae or similar vegetative screening with a minimum size of 7 gallons and spacing of one plant every 3 feet. The landscape plan would be modified accordingly. However, if homeowners prefer not to have the screening, there's a buyout option where the developer would pay \$2,600 to each homeowner in lieu of planting the screening.

**Motion: Schaub/Cantu...** adopt the Final Decision approving land use applications, Conditional Use 24-02, Design Review 24-02, Phasing Plan 24-01, and Street Adjustment 24-01 for the US Market Gas Station development and authorize the Mayor to sign the Final Decision document.

**COUNCIL MEETING MINUTES  
FEBRUARY 10, 2025**

On roll call vote the Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, and Grijalva voting “aye.” Councilor Brizuela abstained from voting. [5-0-1]

**APPROVE GRANT CONTRACT WITH OREGON PARKS AND RECREATION DEPARTMENT LOCAL GOVERNMENT GRANT AWARD**

Community Services Director Cuomo provided a staff report. Councilor Cantu noted that her husband owns a property in Boone's Crossing and they manage this investment property.

**Motion: Schaub/Grijalva...** approve the Contract with Oregon Parks and Recreation Department, Local Government Grant Program award of \$698,167.00 and authorize the City Administrator to sign.

The Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, Grijalva, and Brizuela voting “aye.” [6-0]

**APPROVE OF SUBSTANCE USE TREATMENT AGREEMENT WITH BRIDGEWAY RECOVERY**

Community Services Director Cuomo provided a staff report. Carlos Texidor Maldonado, Chief Executive Officer for Bridgeway Community Health, highlighted that Bridgeway has been providing medically managed withdrawal services since 2009. They aim to offer bilingual clinicians and flexible services for youth and adults, including evening sessions, to meet the community's needs.

**Motion: Grijalva/Wilk...** approve the multi-year contract with Bridgeway Recovery and authorize the City Administrator to sign.

The Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, Grijalva, and Brizuela voting “aye.” [6-0]

**AWARD OF CONSTRUCTION CONTRACT FOR THE FIRST STREET SANITARY SEWER BYPASS PROJECT**

Public Works Director Stultz provided a staff report.

**Motion: Schaub/Cornwell...** award the construction contract for the First Street Sanitary Sewer Bypass Project to the lowest responsible and responsive bidder, Lawson Corp, in the amount of \$497,485.00. Staff recommends approving an additional \$80,000 for this project as a contingency for potential change orders that may arise during construction.

The Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, Grijalva, and Brizuela voting “aye.” [6-0]

**COUNCIL BRIEFING OF PLANNING COMMISSION APPROVAL OF A CONDITIONAL USE, DESIGN REVIEW, & STREET ADJUSTMENT CONSOLIDATED APPLICATION PACKAGE FOR THE LES SCHWAB TIRES MODERNIZATION PROJECT AT 1140 N.**

**COUNCIL MEETING MINUTES  
FEBRUARY 10, 2025**

**PACIFIC HWY & 1735 HARDCASTLE AVE (DR 24-09, CU 24-04, & SA 24-05)**

The City Council declined to call this item up.

**CITY ADMINISTRATOR’S REPORT**

The City Administrator reported the following:

- Community Center design and construction RFP is out to bid and the City Council should expect to see a contract for the full architectural design of the project during the next City Council meeting.
- Participated in Elected Officials Training.
- Acknowledged that our first responders are also deeply affected by responding to fatal incidents, particularly when young people are involved.

**MAYOR AND COUNCIL REPORTS**

Councilor Wilk noted that Monday was a day without immigrants, and he was proud of the business community for participating in support of immigrants, and that he is grateful to live in an immigrant community.

Councilor Cantu gave a shout out to the police department for being proactive.

Mayor Lonergan stated that he and Councilor Wilk attended a town hall last week and were able to speak with Senator Merkley and Representative Salinas about providing information to the citizens of Woodburn regarding immigration to ease fears, especially among students. He referenced Senator Merkley’s comments about the chaotic situation in Washington, D.C., and the feeling of being unable to take immediate action, urging a wait-and-see approach.

Councilor Wilk added that he was encouraged to see packed auditorium of concerned citizens, not just to see the senator and representative, but to voice their concerns about the current state of the country.

Mayor Lonergan stated that he attended the League of Oregon Cities’ Day at the Capitol and had the opportunity to meet with Representative Munoz who asked a lot of questions about what some of the concerns are in Woodburn.

**ADJOURNMENT**

**Motion: Cornwell/Schaub...** move to adjourn.

The Motion passed with the following vote: Councilors Schaub, Cornwell, Wilk, Cantu, Grijalva, and Brizuela voting “aye.” [6-0]

Mayor Lonergan adjourned the meeting at 8:43 p.m.

APPROVED \_\_\_\_\_  
FRANK LONERGAN, MAYOR

ATTEST \_\_\_\_\_

**COUNCIL MEETING MINUTES  
FEBRUARY 10, 2025**

Heather Pierson, City Recorder  
City of Woodburn, Oregon

## Traffic Photo Enforcement Report - N. Pacific Highway at Mt. Hood Avenue

### Red Light Enforcement

	November 2024	December 2024	January 2025	Nov 2024- Jan 2025 (Monthly Average)
<b>Total Events Captured</b>	<b>266</b>	<b>405</b>	<b>311</b>	<b>327</b>
Non-Event	118	288	167	191
Controllable	43	7	14	21
Not Controllable	62	50	55	56
Unprocessed/Misc	7	0	0	2
<b>Total Rejections</b>	<b>230</b>	<b>345</b>	<b>236</b>	<b>270</b>
<b>Citations Issued</b>	<b>36</b>	<b>60</b>	<b>75</b>	<b>57</b>

### Speed Enforcement (46 mph+)

	November 2024	December 2024	January 2025	Nov 2024- Jan 2025 (Monthly Average)
<b>Total Events Captured</b>	<b>232</b>	<b>216</b>	<b>201</b>	<b>216</b>
Non-Event	37	53	38	43
Controllable	16	1	10	9
Not Controllable	44	43	37	41
Unprocessed/Misc	5	0	2	2
<b>Total Rejections</b>	<b>102</b>	<b>97</b>	<b>87</b>	<b>95</b>
<b>Citations Issued</b>	<b>130</b>	<b>119</b>	<b>114</b>	<b>121</b>

#### \*EVENT REJECTION [NON-CITATION] KEY\*

**Non-Event:** No citation issued due to no violation - event triggered due to cross traffic or slow roll; driver does not match reg owner; public safety response, etc.

**Controllable:** No citation issued due to poor or malfunctioning camera/video quality [these are typically rejected prior to being sent to City/PD for review].

**Not Controllable:** No citation issued due to driver and/or vehicle registration issues, driver face obstructions, and poor weather conditions.

**Unprocessed/Misc:** The program was unable to provide info on rejections for events and/or event was not within enforceable time period.





# Agenda Item

February 24, 2025

TO: Honorable Mayor and City Council through City Administrator  
THRU: Jason Millican, Chief of Police  
FROM: Keith Kimberlin, Lieutenant  
SUBJECT: **Liquor License Application for Woodburn Plaza Market LLC.**

**RECOMMENDATION:**

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

**BACKGROUND:**

Applicant: Marco Sanchez Hernandez  
1285 Daylilly Street  
Woodburn, OR 97071  
503-926-1375

Point of Contact: Marco Sanchez Hernandez  
1285 Daylilly Street  
Woodburn, OR 97071  
503-926-1375

Business: Woodburn Plaza Market LLC.  
311 Front Street  
Woodburn, OR 97071  
503-949-5427

Owner(s): Marco Sanchez Hernandez

---

Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_\_\_x\_\_\_ Finance \_\_\_x\_\_\_

License Type(s):

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

On January 15, 2025, the Woodburn Police Department received an application for Off-Premises liquor license for the Woodburn Plaza Market. The business will be opening as a New Outlet located at 311 N. Front Street in Woodburn, OR 97071.

The hours of operation are 9 AM to 9 PM Monday to Sunday. There is no entertainment listed for the location. The Woodburn Police Department has not received any communication from the public or surrounding businesses in support of or against the proposed change.

**DISCUSSION:**

The Police Department has completed a background investigation on the Woodburn Plaza Market, and the listed owner, Marco Sanchez Hernandez. They were ran through various police databases and business related databases. Marco holds a valid Oregon driver’s license and no other items of concern were located during the check. The application is for a New Outlet for Woodburn Plaza Market. The location was previously Huerta’s Market.

**FINANCIAL IMPACT:**

None



February 24, 2025

TO: Honorable Mayor and City Council through City Administrator  
FROM: Jesse Cuomo, Community Services Director  
SUBJECT: **Marion County Ballot Box IGA Renewal**

**RECOMMENDATION:**

Authorize the City Administrator to enter into an intergovernmental agreement with Marion County to allow Marion County to maintain the existing ballot drop box at the Woodburn Library located at 280 Garfield Street, Woodburn.

**BACKGROUND:**

The existing intergovernmental agreement with Marion County regarding the maintenance of the ballot box located at 280 Garfield Street, Woodburn, is set to expire on March 31, 2025. In late January, Marion County reached out to city staff to discuss the renewal of this agreement.

**DISCUSSION:**

**Under the terms of the proposed agreement, the City would:**

- Permit the continued installation and use of a ballot drop box, along with metal posts, at the Woodburn Public Library, located at 280 Garfield Street, Woodburn.
- Allow unrestricted access for both the County and the general public to the ballot box on City property, commencing 45 days prior to an election and continuing through election day.
- Grant reasonable access to the County for property maintenance, repair, replacement, and removal of the ballot box and metal posts at mutually agreed-upon times.
- Acknowledge that the County retains ownership of the ballot drop box.

---

Agenda Item Review: City Administrator  City Attorney  Finance

- Prohibit the relocation of the ballot box and metal posts from their fixed position unless:
  - o Required by law;
  - o Necessary for reasons of public safety or health; or
  - o Consent is given by the County for the move.

**Under the terms of this proposed agreement, the County will:**

- Retain ownership of the ballot drop box;
- Oversee the maintenance, repair, replacement, and removal of the ballot drop box as deemed necessary by the County;
- Retrieve ballots at intervals established by the County; and
- Acknowledge that the City will not be held liable for any loss or damage to the ballot box or its posts caused by third parties.

The renewed agreement will expire on December 31, 2032, unless sooner terminated.

**FINANCIAL IMPACT:**

No financial impact.

Attachment:

- IGA between Marion County and the City of Woodburn (CO-6448-25)

**INTERGOVERNMENTAL AGREEMENT**  
**Between**  
**MARION COUNTY and CITY OF WOODBURN**  
**CO-6448-25**

**1. PARTIES TO AGREEMENT**

This Agreement between City of Woodburn, hereafter called City, and Marion County, a political subdivision of the state of Oregon, hereafter called County, is made pursuant to ORS 190.010 (Intergovernmental Cooperation).

**2. PURPOSE/STATEMENT OF WORK**

The purpose of this Agreement is to establish the terms and conditions under which City will permit County to continue to maintain and operate the existing ballot drop box installation at the Woodburn Public Library located at 280 Garfield Street in Woodburn, and as shown on Exhibit A.

The specific obligations of the parties are described in Section 5.

**3. TERM AND TERMINATION**

- 3.1 This Agreement is effective on the date it has been signed by all parties and all required County approvals have been obtained and expires on **June 30, 2033** unless sooner terminated or extended as provided herein.
- 3.2 This Agreement may be extended for additional periods by agreement of the parties. Any modifications in the terms of such amendment shall be in writing.
- 3.3 This Agreement may be terminated by mutual consent of both parties at any time or by either party upon 60 days' notice in writing and delivered by mail or in person. Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.
- 3.4 County may terminate this Agreement effective upon delivery of written notice to City or at such later date as may be established under any of the following conditions:
  - 3.4.1 If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the obligations are no longer allowable or appropriate under this Agreement.
  - 3.4.2 If any license, certificate, or insurance required by law or regulation to be held by City to fulfill its obligations required by this Agreement is for any reason denied, revoked, or not renewed.
  - 3.4.3 If City fails to fulfill the obligations called for by this Agreement within the time specified herein or any extension thereof.

3.4.4 If City fails to perform any of the provisions of this Agreement or so fails to pursue its obligations as to endanger the performance of this Agreement in accordance with its terms and after written notice from County, fails to correct such failure(s) within ten (10) days or such longer period as the County may authorize.

3.5 Any such termination of this Agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

#### **4. FUNDING AND BILLING**

No funds will be exchanged between City and County under the terms of this Agreement.

#### **5. OBLIGATIONS OF THE PARTIES**

5.1 CITY. Under the terms of this Agreement, City shall:

5.1.1 Permit continued installation and use of a ballot drop box and metal posts at the Woodburn Public Library located at 280 Garfield Street in Woodburn, Oregon.

5.1.2 Permit unrestricted access by County and the general public over City's property to and from the ballot box at each election for a period beginning 45 days prior to the election through election day.

5.1.3 Permit reasonable access by County to the property at mutually agreeable times for the purpose of maintenance, repair, replacement, and removal of the ballot box and metal posts.

5.1.4 Acknowledge that County retains ownership of the ballot drop box.

5.1.5 Not move the ballot box and metal posts from its fixed location, nor cause or permit it to be moved, unless:

- a) Required by law;
- b) Required for reasons of public safety or health; or
- c) County consents to the move.

5.2 COUNTY. Under the terms of this Agreement, County shall:

5.2.1 Retain ownership of the ballot drop box.

5.2.2 Maintain, repair, replace, and remove the ballot drop box as determined by County.

5.2.3 Retrieve ballots at times determined by County.

5.2.4 Acknowledge that City shall not be liable for any loss or damage to the ballot box and posts by others.

**6. COMPLIANCE WITH APPLICABLE LAWS**

The parties agree that both shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the state of Oregon.

**7. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this Agreement.

**8. HOLD HARMLESS**

To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties.

**9. INSURANCE**

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).

**10. MERGER CLAUSE**

Parties concur and agree that this Agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change to the terms of this Agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. Parties, by the signatures below of their authorized representatives, hereby agree to be bound by its term and conditions.

**11. NOTICES**

Any notice required to be given to City or County under this Agreement shall be sufficient if given, in writing, by first class mail or in person as follows:

For City:  
City of Woodburn  
City Recorder  
270 Montgomery Street  
Woodburn, OR 97071

For County:  
Marion County Clerk Elections Supervisor  
Marion County Clerk's Office  
PO BOX 14500  
Salem, OR 97309

**12. SIGNATURES**

This Agreement and any changes, alterations, modifications, or amendments will be effective when approved in writing by the authorized representative of the parties hereto as of the effective date set forth herein.

In witness whereof, the parties hereto have caused this Agreement to be executed on the date set forth below.

**MARION COUNTY**

Authorized by: \_\_\_\_\_  
Bill Burgess, Marion County Clerk, or designee      Date

Reviewed by: \_\_\_\_\_  
Marion County Contracts & Procurement      Date

**CITY OF WOODBURN**

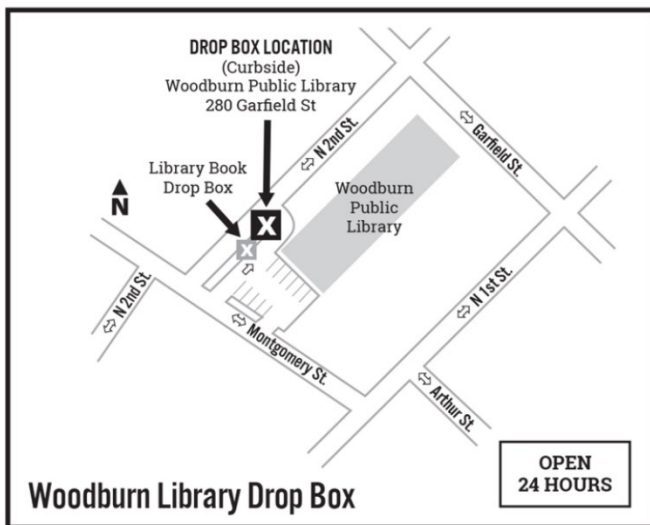
Authorized by: \_\_\_\_\_  
Date

Title: \_\_\_\_\_



**EXHIBIT A**

**Woodburn Public Library**  
280 Garfield St, Woodburn, OR 97071  
Curbside Dropbox 24 Hours



Drop Box  
Location



# Agenda Item

February 24, 2025

TO: Honorable Mayor and City Council through City Administrator

FROM: Chris Kerr, Community Development Director  
Melissa Gitt, Building Official

SUBJECT: **New Intergovernmental Agreement (IGA) with the Woodburn Fire District (WFD) for Fire Sprinkler, Fire Alarm, Fire Life Safety Inspections and Plan Review.**

**RECOMMENDATION:**

Authorize the City Administrator to sign the Intergovernmental Agreement (IGA) between the City of Woodburn and the Woodburn Fire District (WFD) for Fire Sprinkler, Fire Alarm, and Fire Life Safety Inspections and Plan Review, as well as cost sharing for said services.

**BACKGROUND/ DISCUSSION:**

The Oregon Fire Code addresses fire prevention, fire protection, fire safety and safe storage and use of hazardous materials in new and existing buildings and facilities. To ensure compliance with these regulations, the City has partnered with the Woodburn Fire District, which is authorized to perform fire life safety plan reviews and inspections. This partnership is essential to ensuring the safety of the community and visitors within the City. The attached IGA sets forth the cost sharing responsibilities, procedures, and expectations for WFD to provide these services to the City.

**Key Terms of the IGA:**

- WFD will provide fire sprinkler, fire alarm, and fire life safety inspections, as well as plan reviews in accordance with the Oregon Fire Code.
- Both, City and WFD will collaborate on coordination, communication, and reporting of inspections and plan reviews through the City's permitting process. Building and fire inspections shall be completed in the Woodburn Epermitting program through Accela (inspections) and DigEplan (plan

---

Agenda Item Review: City Administrator \_\_\_x\_\_\_ City Attorney \_x\_\_\_\_\_ Finance \_\_x\_\_

review).

- The City, through the Building Inspection Fund will compensate WFD as outlined in the IGA for these specialized services. Specifically, WFD will receive 30% of the Fire Life Safety permit fee.
- The City will provide the WFD with training, access, and support to facilitate inspections and plan reviews.

**FINANCIAL IMPACT:**

There will be no financial impact on the City's General Fund. The Department has a 100% cost recovery policy for permitting and inspections. In other words, the costs for these services are paid entirely by the contractors/ developers at the time of building permit issuance. Under this IGA, 30% of the Fire Life Safety plan review fee (collected by the City) will be provided to WFD to support their Fire Marshall position. The impact on the City's Building Inspection Fund is expected to be a reduction of approximately \$70,000 annually. This estimate is based on recent permit data and Staff's estimates of building activity over the next 3 years.

Attachments:

1. IGA with the Woodburn Fire District (WFD) for Fire Sprinkler, Fire Alarm, Fire Life Safety Inspections and Plan Review.



## **INTERGOVERNMENTAL AGREEMENT**

### **BETWEEN THE WOODBURN FIRE DISTRICT AND THE CITY OF WOODBURN FOR FIRE SPRINKLER, FIRE ALARM AND BUILDING FIRE & LIFE SAFETY INSPECTIONS AND PLAN REVIEW AS REGULATED BY THE OREGON FIRE CODE**

This Intergovernmental Agreement (“Agreement”) is made pursuant to ORS 190.010 by and between the City of Woodburn, a municipal corporation of the State of Oregon (“City”), and the Woodburn Fire District (“WFD”), collectively referred to as the “Parties”.

### **BACKGROUND**

- A. The City has the responsibility to regulate and enforce building safety standards within its jurisdiction, including the installation of fire protection systems such as fire sprinklers and fire alarms.
- B. The Woodburn Fire District is responsible for fire prevention and emergency services, which includes the inspection and review of fire safety systems within the City.
- C. To ensure public safety and compliance with applicable fire codes, both the City and WFD desire to coordinate their efforts for the inspection and plan review of fire sprinkler systems, fire alarm systems, fire and life safety inspections, and plan review.

### **AGREEMENT**

#### **1. PURPOSE**

The purpose of this Agreement is to establish a collaborative framework between the City and WFD for coordinated plan review, inspections, and approval of fire sprinkler systems, fire alarm systems, and fire and life safety plans. This coordination aims to promote the safety of the public, enhance the efficiency of municipal services, and ensure compliance with relevant fire safety and building codes.

#### **2. CITY OBLIGATIONS**

- a. *Building Permitting and Plan Review:* Pursuant to ORS 455.148, the City shall be responsible for ensuring compliance with statewide adopted building codes and shall do so by overseeing the permitting and plan review of building permits. This includes an initial review of construction plans, including fire sprinkler, fire alarm, and fire and life safety systems.
- b. *Permit Issuance:* The City shall issue building, fire, mechanical, and demolition permits for new commercial and / or residential buildings, once all applicable requirements are met.
- c. *Coordination with WFD:* To ensure Fire Code compliance and coordination between building and fire safety requirements, the City Building Department shall assign plan review and inspections to the WFD for building and fire permits.
  - i. Plan review and inspections for the WFD shall be assigned through Oregon Epermitting (Accela), the City's permitting software. Fire District plan review shall be completed in DigEplan, the integrated plan review software component to Epermitting (Accela). The City shall pay WFD's annual software licensing fees and provide all necessary training for DigEplan and Accela.
- d. *Compensation:* In consideration of the WFD's provision of fire, life, safety inspections for the City, the City, shall distribute to WFD, thirty (30) percent of the Fire and Life Safety plan review fee collected from building permits. These distributions shall be backdated to begin as of July 1, 2024, and shall henceforth be distributed on a quarterly basis. It is the express expectation of the City that WFD shall use these funds to increase the FTE of the WFD Fire Marshall from a part-time position to a full-time (1.0 FTE) position and that, with that increased capacity, WFD will ensure that fire sprinkler, fire alarm, fire and life safety inspections, and plan review for new building and fire permits will be provided within ten (10) to fifteen (15) days from the date the plans are submitted.

### **3. WFD OBLIGATIONS**

- a. *Increase Fire Marshall FTE:* Pursuant to Section 2(d) above, WFD will use the funds distributed by the City to immediately increase the FTE of the WFD Fire Marshall from a part-time to a full-time (1.0 FTE) position.
- b. *Fire System Review and Inspection:* WFD shall, within ten (10) to fifteen (15) business days of plan submittal, review all building permits and plans related to fire sprinkler

systems, fire alarm systems, and other fire and life safety features as part of the building permit process for new buildings and fire protection systems.

- c. *Fire Safety Code Compliance:* WFD shall ensure that all fire safety systems meet currently adopted fire safety codes, standards, and regulations; including but not limited to the National Fire Protection Association (NFPA) standards, and Oregon Fire Code (OFC) standards. WFD shall, within ten (10) to fifteen (15) business days of plan submittal, provide all code compliance related plan review markups, corrections, and comments in DigEplan. Once plan review is complete and approved, WFD shall approve the workflow in Accela so the permit is ready to issue.
- d. *Inspection of Installed Systems:* Upon the installation of any fire protection systems and fire and life safety systems within the City of Woodburn. WFD shall perform inspections, with-in an appropriate time, to confirm compliance with the approved plans and relevant fire codes.

#### **4. SHARED RESPONSIBILITIES**

- a. *Coordination of Inspections:* To increase efficiency and to ensure fire and building code compliance, the City and WFD shall, to the extent possible, coordinate the scheduling of fire protection inspections in conjunction with building inspections.
- b. *Communication:* Both Parties shall maintain open lines of communication to address questions, resolve conflicts, and share information related to inspections, plan reviews, and code compliance.
- c. *Training and Education:* The City and WFD may collaborate in providing training and education opportunities to staff, contractors, and the public to promote awareness of fire safety regulations, procedures and permitting.

#### **5. TERM AND TERMINATION**

- a. *Effective Date:* This Agreement shall become effective on the date of the last signature below and shall remain in effect unless otherwise terminated by either party pursuant to Section 5(b) below.
- b. *Duration:* This Agreement shall remain in effect until terminated by either Party with at least 90 days written notice to the other Party.

## **6. AMENDMENTS**

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended except by written instrument signed by both parties.

## **7. RESPONSIBLE PARTIES FOR ADMINISTRATION**

The primary organizations and officials responsible for conducting the administrative requirements of this Agreement are:

City of Woodburn: Melissa Gitt, Building Official

Woodburn Fire District: Jim Walker, Fire Chief

## **8. 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. Both parties shall remain solely responsible for the employment and direct supervision, scheduling, safety, and performance of its employees while they are assigned to work under this Agreement. This responsibility also includes, among other employer obligations, providing for workers compensation coverage, payroll and wages, and associated benefits.

## **9. NON-PERFORMANCE**

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

## **10. NONDISCRIMINATION**

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

## **11. COMPLIANCE WITH APPLICABLE LAWS**

The Parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement.

## **12. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon.

**13. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents from any claims, damages, or liabilities arising out of their respective actions under this Agreement, except to the extent caused by the negligence or willful misconduct of the other Party.

Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon Tort Claims Act (ORS 30.260 to 30.300)

**14. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the Parties relating to the subject matter.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first written below.

**CITY OF WOODBURN**

By: \_\_\_\_\_

Name: Scott Derrickson

Title: City Manager

Date:

**WOODBURN FIRE DISTRICT**

By: \_\_\_\_\_

Name: Jim Walker

Title: Fire Chief

Date:





# Agenda Item

February 24, 2025

TO: Honorable Mayor and City Council (Acting as the Local Contract Review Board)

FROM: Jim Row, Assistant City Administrator  
Jesse Cuomo, Community Services Director

SUBJECT: **Alternative Contracting Method (CM/GC) for Construction of the Woodburn Community Center Project**

## **RECOMMENDATION:**

Hold a public hearing and following an opportunity for public input, approve a resolution adopting findings in support of use of an alternative contracting method in lieu of competitive bidding for the construction of the Woodburn Community Center Project.

## **BACKGROUND:**

Oregon Revised Statute (ORS) 279C.335 requires competitive bidding of public improvement contracts unless a specific exemption applies. Under ORS 279C.335(2), a local contract review board (Woodburn City Council) may exempt certain public improvement contracts from competitive bidding based on the following:

- a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts; and
- b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.

The traditional bidding method for contractor procurement is low-bid, which primarily considers cost alone. However, an alternative contracting process may be used that scores contractors based on weighted scoring criteria and cost. Alternative contracting processes that weigh criteria other than just cost have proven to be advantageous for the state and other local agencies on complex

---

Agenda Item Review: City Administrator  City Attorney  Finance

capital projects, resulting in assurance that the overall project goals may be considered and proposers evaluated on all criteria, not just cost. The highest scoring proposer based on all evaluation criteria is then identified. The experience from other local agencies is that this process has resulted in the selection of a contractor with experience and capability to assure the overall success of the project than would otherwise occur in a typical low bid scenario.

The Construction Manager/General Contractor (CM/GC) method is a modern construction delivery method used by both public and private organizations. In the CM/GC method, the Owner (i.e. the City) hires a Design and Engineering firm to perform Building design of a project, and also hires a CM/GC contractor during the design phase to provide construction expertise to the Owner and the design firm. The Project Team is made up of Owner, Designer, and CM/GC. This Team continues throughout the duration of the project.

The CM/GC contractor negotiates a Guaranteed Maximum Price (GMP) with the owner for an agreed-upon scope of work, generally near the completion of design development and construction document development. During construction, the CM/GC contractor is responsible for self-performing an agreed percentage of the work and subcontracts out the remaining work elements.

**DISCUSSION:**

With the project being delivered via the Construction Manager/General Contractor (CM/GC) delivery method, it allows the contractor to be selected early in the design process. This method of project delivery has many benefits, including the potential for cost savings, improved quality control, schedule management and flexibility.

Pursuant to ORS 279C.335(2)(b), the City has prepared findings that support use of the CM/GC alternative contracting method and which consider the type, cost and amount of the Contract and the necessary and applicable factors outlined in ORS 279C.335(2)(b)(A-N).

Following adoption of findings supporting the alternative contracting method exemption, the City expects a CM/GC contract award to come before the City Council at the March 24th meeting.

**FINANCIAL IMPACT:**

The total cost of designing and constructing the revised community center project is anticipated to be approximately \$20 million. Available funding consists of \$15 million in Oregon Lottery Bond Grant funds and \$5 million in Parks & Recreation SDCs. Sufficient funding exists in the FY 24/25 budget to initiate the detailed architectural & engineering design process and the proposed FY 25/26 budget will include the funding required to complete the design and construction of the project.

**COUNCIL BILL NO. 3273**

**RESOLUTION NO. 2245**

**A RESOLUTION ADOPTING FINDINGS IN SUPPORT OF ALTERNATIVE CONTRACTING METHOD IN LIEU OF COMPETITIVE BIDDING FOR THE CONSTRUCTION OF THE WOODBURN COMMUNITY CENTER**

**WHEREAS**, the Woodburn City Council acts as the local contract review board for the City of Woodburn, and in that capacity has authority to exempt certain contracts from the competitive bidding requirements of ORS Chapter 279C; and

**WHEREAS**, ORS Chapter 279C requires a competitive bidding process for Public Improvement Contracts, unless a statutory exemption applies or an individual contract has been exempted from the competitive bidding process in accordance with ORS 279C.335;

**WHEREAS**, ORS 279C.335(2) provides a process for exempting certain public improvement contracts from competitive bidding and authorizes the selection of a contractor through an alternative to traditional competitive bidding, pursuant to OAR 137-049-0130, -620, -640, and -690; and

**WHEREAS**, an alternative contracting method, known as the Construction Manager/General Contractor ("CM/GC") allows public entities to accommodate the various technical challenges of a project in a more flexible and cost-effective approach than the normal competitive bidding process; and

**WHEREAS**, the findings ("Findings") in Exhibit A to this Resolution address the criteria of ORS 279C.335(2) that permit a contract to be exempted from the competitive bidding process; and

**WHEREAS**, notice of the City's intent to exempt the construction contract for the Woodburn Community Center Project ("Project") from the competitive bidding requirement of ORS 279C.335 was published 14 days before a public hearing on this Resolution and a public hearing was held on February 24, 2025, to receive comments on proposed findings supporting the exemption; **NOW, THEREFORE**,

**THE CITY OF WOODBURN RESOLVES AS FOLLOWS:**

**Section 1.** The City Council adopts the Findings in Exhibit A to this Resolution and hereby approves an exemption under ORS 279C.335(2) from design-bid-build procurement method to allow use of a CM/GC competitive

selection process and contracting method for the Woodburn Community Center Project.

**Section 2.** Based upon the Findings, the City Council concludes that the exemption of the construction contract for the Project from competitive bidding, and the use of an alternative competitive selection method of contracting, will promote competition, will not encourage favoritism, and is likely to result in substantial cost savings and other substantial benefits to the City.

Approved as to Form: \_\_\_\_\_  
City Attorney Date

APPROVED: \_\_\_\_\_  
Frank Lonergan, Mayor

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

ATTEST: \_\_\_\_\_  
Heather Pierson, City Recorder  
City of Woodburn, Oregon

## EXHIBIT A

### FINDINGS IN SUPPORT OF ALTERNATIVE CONTRACTING METHOD

#### I. Oregon Statutory Law.

Use of Alternative Contracting methods, such as Construction Manager/General Contractor ("CM/GC"), is made possible under ORS Chapter 279C, which permits certain contracts or classes of contracts to be exempt from competitive public bidding under strict procedural safeguards. Like other alternative contracting methods, CM/GC has significantly different legal requirements than a typical design-bid-build project delivery method.

Oregon Revised Statute (ORS) 279C.335 requires competitive bidding of public improvement contracts unless specifically exempted from competitive bidding. Under ORS 279C.335(2), a local contract review board (Woodburn City Council, in this instance) may exempt certain public improvement contracts from competitive bidding based on the following:

- a) The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.
- b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.

For the reasons set forth more fully below, it is recommended that the contractor for the Woodburn Community Center Project (the "Project") be selected by the City utilizing a CM/GC competitive selection process.

#### II. CM/GC Project Delivery Method.

The Construction Manager/General Contractor (CM/GC) method is a modern construction delivery method used by both public and private organizations. In the CM/GC method, the Owner hires a Design and Engineering firm to perform Building design of a project, and also hires a CM/GC contractor during the design phase to provide construction expertise to the Owner and the design firm. The Project Team is made up of Owner, Designer, and CM/GC. This Team continues throughout the duration of the project.

The CM/GC contractor negotiates a Guaranteed Maximum Price (GMP) with the owner for an agreed-upon scope of work, generally near the completion of design. During construction, the CM/GC contractor is responsible for self-

performing an agreed percentage of the work and subcontracts out the remaining work elements.

### III. Project Background.

At its January 27, 2025, meeting, the Woodburn City Council voted to move forward with a revised plan for a Woodburn Community Center Project, capitalizing on a \$15 million grant awarded to Woodburn by the State of Oregon. The City will supplement the State grant funding with an additional \$5 million from Parks & Recreation System Development Charges (SDCs), for a total project budget of \$20 million. This funding will allow the City to use available resources to upgrade the existing Aquatic Center and expand it to incorporate essential community center features.

The Project includes a renovation of the existing aquatic center that adds approximately 17,000 square feet, bringing the total facility size to roughly 32,000 square feet. Features of the new community center will include: (i) aquatic center renovations; (ii) added event space; (iii) new fitness facilities, including cardio and weight training spaces; (iv) improved locker rooms; (v) redesigned entry and lobby; and (vi) expanded parking facility.

### IV. Findings.

As used in ORS 279C.335, "findings" means the justification for a conclusion that a contracting agency or state agency, in seeking an exemption from the competitive bidding requirement of ORS 279C.335(1) (Competitive bidding requirement), reaches based on the considerations set forth in ORS 279C.335(2).

Pursuant to ORS 279C.335(2), the following findings justify an exemption from ORS 279C.335(1) for the procurement of a contract for the construction of the Project.

- a) *The exemption is unlikely to encourage favoritism in awarding public improvement contracts or substantially diminish competition for public improvement contracts.*

The City will award the contract through an open and advertised competitive proposal process. The alternative procurement method is open to all interested contractors, including those typically participating in the traditional low bid procurement process.

Favoritism will not play a role in the selection of the contractor. Selection will be conducted through an open and advertised Request for Proposal (RFP) process

and the evaluation criteria will be stated in the RFP. All qualified firms will be invited to submit proposals.

The City of Woodburn advertised an RFP notice in the *Daily Journal of Commerce (DJC) Oregon* in order to provide project solicitation information to all interested contractors. Proposers will be evaluated based on clearly stated criteria. A selection committee comprised of experienced City of Woodburn staff will perform the evaluation, with written scoring based on the evaluation criteria. There will be an opportunity for proposers to protest the scoring of proposals per OAR 137-049-0450.

The contractor ultimately selected as CM/GC will be required to demonstrate experience and expertise in providing CM/GC services to public and/or private organizations. The CM/GC selection process is based on qualifications, with price as factor. The fee is, however, less important than the overall qualifications and specialized expertise of the selected CM/GC. The City will benefit by acquiring a CM/GC that has established experience and specialized expertise to manage this project. A low bid process does not provide an opportunity to obtain the most qualified contractor with the specialized expertise needed for the Project.

*b) Awarding a public improvement contract under the exemption will likely result in substantial cost savings and other substantial benefits to the contracting agency.*

The CM/GC process provides many benefits and opportunities for cost savings. During the Preconstruction phase, the CM/GC will be evaluating the budget and making suggestions for cost-saving changes and value enhancements. System options and real-time cost estimates provided by the CM/GC throughout the constructability review will aid the Project and allow the City to make informed cost-benefit tradeoff. The CM/GC also identifies whether Project sequencing is viable and design elements can be built as drawn.

The CM/GC will also be tasked with keeping the Project Team up-to-date on the latest construction techniques and products. The CM/GC will inform the Project Team of current market conditions, labor and materials availability, and construction methodologies that can reduce design and construction time and costs.

An area where CM/GC can also potentially provide a major benefit on projects is in the avoidance of costly changes. Areas of uncertainty can be identified early in the project and managed proactively through such measures as additional investigation, and appropriate schedule or cost contingencies. These factors combine to suggest that CM/GC will yield a lower total price at



completion than the other methods on complex, schedule constrained projects like these.

The CM/GC process also allows "fast track" construction to start while detailing structures, interiors, and systems at the same time as awarding site work, foundations, and long-lead items. Timing the market for the various aspects of construction can result in cost savings and ultimately keeps the Project Team on a schedule. These fast-track benefits are not available under the low bid process.

In addition to the generalized findings above, the City also specifically addresses the following factors from ORS 279C.335(2)(b)(A) – (N):

*(A) How many persons are available to bid*

A publicly advertised competitive proposal process is being utilized to solicit interest from qualified contractors; granting the exemption does not decrease the opportunity or ability for any qualified contractor to submit a proposal. There are over ten firms in the region that are likely well qualified to do work on the Project and have expressed interest in submitting a proposal on the project.

*(B) The construction budget and the projected operating costs for the completed public improvement*

The construction phase for the Project is currently estimated to cost approximately \$16 million (with an additional \$4 million budgeted for soft costs such as design, permitting, fees, etc.). The construction budget will not be adjusted due to the alternate bidding method. However, cost savings and schedule acceleration may be identified by the contractor during the proposal period, when utilizing the alternative solicitation method.

An operating budget has not been determined for the future Community Center. Upon completion, ongoing operating costs will be included in the City's Community Service's budget.

*(C) Public benefits that may result from granting the exemption*

When compared to the typical low bid method of project delivery, the CM/GC method provides opportunities to expedite the schedule and improve overall project quality, thereby reducing the overall impacts to the public during construction.

*(D) Whether value engineering techniques may decrease the cost of the public improvement*

The traditional low-bidder method of contracting has no requirement or incentive to value engineer the design. The contractor may identify value engineering opportunities during the bidding process, however, the bidder would not be incentivized to communicate those to the City. This approach typically results in early and increased change orders, requiring fee baseline increases, and results in a financial benefit to the contractor and/or delay to the project. Either way, it is an increased risk to the City and often delays the project.

In the CM/GC method, the relationship of the owner, construction contractor, and designer fosters a team approach to target-value design. The contractor, for example, can suggest ideas throughout the design development process. Multiple options for high cost or high impact items, such as construction methods, optimal material choices, and local design requirements can be analyzed at various times during each project to evaluate initial construction costs as well as life cycle costs and benefits.

*(E) The cost and availability of specialized expertise that is necessary for the public improvement*

The selection of a contracting team with specialized expertise to construct the Project, particularly elements of the natatorium, will increase the likelihood of the project being completed on or ahead of schedule, and resulting in lower costs and increased benefit to the community. The ability to consider expertise, experience, and other factors in the contractor selection is integral to the competitive proposal process, but is not part of the traditional low bid process.

*(F) Any likely increase in public safety*

The construction of the Project is very complex, requiring a contractor with expertise to manage an array of challenges and maintain a safe work environment for personnel and the public. The ability to maintain a safe work zone typically takes oversight from a team of experienced and knowledgeable contractor and subcontractors working in unison with good communication.

The ability to coordinate all the intricacies of the project would be especially challenging to an inexperienced or narrowly focused team. This project is very complicated and will require ongoing coordination with City of Woodburn staff, subcontractors, emergency service providers, the community, inspectors, and others. The community will be best served by a well experienced contractor who has worked on projects of similar or greater complexity that require similar levels of coordination and communication to a multitude of stakeholders.

*(G) Whether granting the exemption may reduce risks to the contracting agency, the state agency or the public that are related to the public improvement*

The risks to the City in any construction project are the quality, cost, and schedule of the work. The greatest reduction in risk comes by allowing the City to consider critical elements of experience, schedule, and cost.

Because the CM/GC method of project delivery allows the City to select a contractor based largely on staff qualifications and demonstrated success on past projects, the City can reduce risk to the project by selecting a contractor with demonstrated expertise.

*(H) Whether granting the exemption will affect the sources of the funding for the public improvement*

Granting the exemption would have no effect on the project funding sources.

*(I) Whether granting the exemption will better enable the contracting agency to control the impact that market conditions may have on the cost of and time necessary to complete the public improvement*

All of the beneficial actions to be undertaken by the CM/GC will improve design, expedite construction, and eliminate the potential for costly change orders. The benefits of value engineering are not available with the low bid process.

*(J) Whether granting the exemption will better enable the contracting agency to address the size and technical complexity of the public improvement*

Large Major Capital Projects like the Woodburn Community Center have multiple technical complexities. Areas of technical complexity include:

- Pool mechanical equipment and systems
- Potentially complex permitting
- Control of the construction to limit concerns of neighboring building owners
- Unique construction with requirements for energy efficiency and sustainability

With the CM/GC delivery method, contractors are selected based significantly on qualifications. As the design is developed, the City and the Project will benefit from qualified contractor input regarding complicated design, construction and permitting issues. In addition, since each contractor is made

aware of complicated technical issues during the design process, the risks are better identified, understood, and managed.

*(K) Whether the public improvement involves new construction or renovates or remodels an existing structure*

The Project consists of both new construction and renovation/rehabilitation of the City's existing aquatic center facility.

*(L) Whether the public improvement will be occupied or unoccupied during construction*

The Project site will be unoccupied during construction.

*(M) Whether the public improvement will require a single phase of construction work or multiple phases of construction work to address specific project conditions*

The Project will be advertised as one phase, however, respective contractors may recommend the best approach or sequencing for executing the work.

*(N) Whether the contracting agency or state agency has, or has retained under contract, and will use contracting agency or state agency personnel, consultants and legal counsel that have necessary expertise and substantial experience in alternative contracting methods to assist in developing the alternative contracting method that the contracting agency or state agency will use to award the public improvement contract and to help negotiate, administer and enforce the terms of the public improvement contract.*

The City will use City Staff, City Attorneys, and consultants to assist in developing the proposed CM/GC contracting method and to help negotiate, administer and enforce the terms of the pending public improvement contracts. Although the City has not used the CM/GC competitive solicitation proposal type of alternate contracting method for construction contracts before, City staff has experience in soliciting and negotiating engineering services contracts through the use of RFPs, and alternative solicitation methods of RFQ/RFP. City Staff also investigated use of the CM/GC solicitation methodology used by other local agencies. This approach has a track record of being highly successful for use on complex projects such as the Community Center Project.

#### V. Public Hearing.

In accordance with ORS 279C.335(5), the City published the required notice of public hearing on February 10, 2025, and the hearing was held on February 24, 2025. At the hearing, interested parties had the opportunity to appear and present comments.

VI. Summary.

After careful consideration, the Woodburn City Council, acting as the local contract review board, has found the Alternative Contracting Method for CM/GC more appropriate than a traditional design-bid-build process to meet the overall project objectives for the Woodburn Community Center Project.

The CM/GC process offers the best opportunity for successfully managing a large, complex construction project on a budget and on time.



February 24, 2025

TO: Honorable Mayor and City Council

FROM: Jim Row, Assistant City Administrator  
Jesse Cuomo, Community Services Director

SUBJECT: **Award Personal Service Agreement to Opsis Architecture LLP**

**RECOMMENDATION:**

Authorize the City Administrator to enter into a Personal Services Agreement with Opsis Architecture LLP in the amount of \$2,390,258.00 plus reimbursable expenses estimated to be \$46,868 to provide complete architectural & engineering design services, including construction administration and closeout work for the Community Center Project.

**BACKGROUND:**

Immediately following the November 2024 election and the defeat of the \$40 million community center bond measure, staff requested approval from the state for a modification to the community center project budget that would reduce the cost from approximately \$60 million to \$20 million. In mid-January, the state informed the City that its requested budget modification had been approved. With the \$15 million grant and \$5 million in Parks & Recreation System Development Charges (SDCs) on hand, a reduced scope project is now fully funded. On January 27, the City Council authorized the City to begin the community center redesign effort.

The revised project will include a renovation of the existing aquatic center that will add approximately 17,000 square feet, bringing the total facility size to roughly 32,000 square feet. While the revised project would not include many of the features originally envisioned, such as the warm water recreation pool, partner space and two court gymnasium with walk/ jog track, the modified facility would still include many of the amenities the City Council, Woodburn residents and members of the Citizens Advisory Committee desired. While further design refinement is required to determine the community center's exact layout, key features of the revised project are expected to include:

---

Agenda Item Review: City Administrator  City Attorney  Finance

- **3,000 Square Foot Dividable Event Space:** Equipped with a fully functional commercial/ teaching kitchen to support instructional, catering and food service needs. This versatile space will accommodate a variety of multi-generational programs for youth, adults, and seniors, as well as cultural celebrations, large community events and meetings.
- **Fitness Facilities:** The new fitness facilities will feature a variety of equipment for both individual cardio and weight workouts, and dedicated fitness classroom space for group fitness programs.
- **Locker Rooms:** New locker rooms will be designed to improve accessibility and accommodate the increased usage the expanded facility will experience.
- **Reception Area and Lobby:** A redesigned reception area and lobby will improve accessibility and provide a more functional entryway for visitors.
- **Expanded Parking Lot:** A larger parking lot will be constructed, featuring EV chargers, enhanced accessibility, and increased capacity to support the expanded facility's diverse uses.
- **Aquatic Center Upgrades:** The existing aquatic center will undergo significant upgrades, including structural repairs and equipment replacement. These improvements will extend the center's lifespan for decades, ensure compliance with modern safety standards, enhance accessibility and enable it to support a wide range of aquatic programs and services.
- **Designed for Expansion:** The facility will be designed with growth in mind, including the potential to incorporate a gymnasium as additional funding becomes available in the future.

### **DISCUSSION:**

The conceptual redesign work will be completed in early March, at which point the full architectural & engineering effort will begin in earnest. This next phase of work included Design Development, Construction Documentation, Construction Administration and Project Closeout components. The design work will include all of the necessary specialties, including building & landscape architecture, civil, structural, mechanical, and electrical engineering. In addition to designing the

major building components, the design team will address supplemental systems required for the complete design package, including building security, data/communications, audio-visual, lighting, etc.

This project is going to be delivered via the Construction Manager/ General Contractor (CM/GC) delivery method, which allows the contractor to be selected early in the design process. The method of project delivery has many benefits, including the potential for cost savings, improved quality control, schedule management and flexibility. We expect a CM/GC contract award to come before the City Council at the March 24 meeting.

The anticipated project timeline is as follows:

- **February 2025:** Update programming, concept design, and detailed cost estimate. Assemble RFP for Construction Manager/ General Contractor (CMGC) contractor solicitation.
- **Spring 2025:** Complete Design Development phase of work. Select CMGC contractor.
- **Summer-Fall 2025:** Complete Construction Documents.
- **Fall 2025:** Secure permits and conduct project bidding.
- **Fall 2025-Winter 2027:** Complete Construction.
- **Winter 2027:** Grand Opening.

### **FINANCIAL IMPACT:**

The total cost of designing and constructing the revised community center project is anticipated to be approximately \$20 million. Available funding consists of \$15 million in Oregon Lottery Bond Grant funds and \$5 million in Parks & Recreation SDCs. Sufficient funding exists in the FY 24/25 budget to initiate the detailed architectural & engineering design process and the proposed FY 25/26 budget will include the funding required to complete the design and construction of the project.





**February 18, 2025**

Mr. Jim Row  
Public Works Director  
City of Woodburn  
190 Garfield Street  
Woodburn, OR 97071

Reference: Opsis Project No. 4733-06  
Proposal for Professional Services for Woodburn Community Center Project, DD-CA

Dear Jim,

This letter represents the Opsis Architecture (hereby Opsis) fee proposal to provide Architectural design development through construction administration services including closeout activities for the Woodburn Community Center project. The work included within this proposal will build on the reduced program and concept redesign work occurring in February 2025, that includes renovation of the existing natatorium at the aquatic center, a community and recreation addition, and approximately 1.5 acres of site improvements as further described below.

---

## SCOPE OF SERVICES

### Scope of Work

With an estimated construction budget of \$16 million, the project will renovate and expand the Woodburn Aquatic Center by adding 16,000 – 18,000 square feet, bringing the facility size to approximately 31,000 – 33,000 square feet. Our current understanding of project scope boundaries are further described on Attachment C, Boundary Exhibits. The project will add a new dividable event space, commercial kitchen, cardio, weights and group fitness facilities, locker rooms, reception area, and staff offices. The existing aquatic center will be upgraded. Site improvements include parking, pedestrian pathways, general landscaping, retention of existing tennis courts, entry plaza and potentially a play area. The facility will be designed with growth in mind, including the potential to incorporate a gymnasium as additional funding becomes available in the future. The design team will collaborate with the city and its stakeholders and the CMGC to design a facility that aligns with the budget.

Key features of the expanded facility include.

- **Dividable Event Space:** Equipped with a fully functional commercial/teaching kitchen to support instructional, catering and food service needs. This versatile space will accommodate a variety of multi-generational programs for youth, adults, and seniors, as well as cultural celebrations, large community events and meetings.
- **Fitness Facilities:** The new fitness facilities will feature a variety of equipment and dedicated spaces for both individual cardio and weight workouts, in addition to group fitness programs.

- **Locker Rooms:** New locker rooms will be designed to improve accessibility and accommodate the increased usage the expanded facility will experience.
- **Reception Area and Lobby:** A redesigned reception area and lobby will improve accessibility and provide a more functional entryway for visitors.
- **Expanded Parking Lot:** A larger parking lot will be constructed, featuring EV chargers, enhanced accessibility, and increased capacity to support the expanded facility's diverse uses.
- **Aquatic Center Upgrades:** The existing aquatic center will undergo significant upgrades, including structural repairs and equipment replacement. These improvements will extend the center's lifespan for decades, ensure compliance with modern safety standards, enhance accessibility and enable it to support a wide range of aquatic programs and services. Work will include a new spa on the existing deck.

## Task 1: Design Development

### Tasks

- Architectural Design – Services consisting of continued development and expansion of architectural Conceptual Design Documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, materials selections and equipment layouts.
- Structural Design – Services include superstructure design including foundations and gravity and lateral force resisting systems. Work includes secondary structure and architectural element design including canopy structures, guardrails, handrails, roof tie-offs, ceiling structures, interior partition walls and signage support.
- Mechanical Design – Services consisting of development of HVAC and plumbing documents and specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, chases and clearances, acoustical and vibration control, visual impacts and energy conservation measures.
- Electrical Design – Services consisting of development of electrical documents and specifications or materials lists to establish criteria for lighting, electrical and communication raceways, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, chases, and clearances.
- Reviewing and updating schedule for decision-making, design, and documentation.
- Specifications – Services consisting of preparation for agency's approval of proposed General Conditions of the Contract for construction. Production of design manual including design criteria, and outline specifications of material lists.
- Participate in one round of consolidated owner design review comments based on the 100% Design Development Documents.
- CMGC Process:
  - Coordinate with CMGC Contractor in the development of construction schedule and project delivery.
  - Review updated Construction Cost Estimates as prepared by the CMGC Contractor.
  - Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.

### Meetings:

- Weekly OAC/DD meetings [virtual]
  - 2-3 Design focused meetings [1-2 in person]
- Early Assistance Meeting with the city of Woodburn [Early April]

### Deliverables:

- 60% Design Development Documents Issuance (Including Documents and Specifications)
- 100% Design Development Documents Issuance (Including Documents and Specifications)

- Construction Cost Estimate based on the 100% Design Development documents (reference Supplemental Services below)

## **Task 2: Construction Documents**

### Tasks

- Architectural Design – Services consisting of preparation of drawings based on approved Design Development Documents setting forth in detail the architectural construction requirements for the project.
- Structural Design – Services consisting of preparation of final structural engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the structural construction requirements for the project.
- Mechanical Design – Services consisting of preparation of final mechanical engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the mechanical construction requirements for the project.
- Electrical Design – Services consisting of preparation of final electrical engineering calculations, drawings and specifications based on approved Design Development Documentation, setting forth in detail the electrical construction requirements for the project.
- Specifications – Services consisting of activities of development and preparation of bidding documents, General Requirements, architectural specifications, coordination of specifications prepared by other disciplines, and compilation of project manual.
- Review and update previously established schedules for the project.
- Participate in one round of consolidated owner design review comments based on the 50% Construction Documents, and one round of consolidated owner design review comments based on the 100% Construction Documents.
- CMGC Process:
  - Coordinate with CMGC Contractor in the refinement of construction schedule and project delivery.
  - Review updated Construction Cost Estimates as prepared by the CMGC Contractor
  - Participate in identification of cost opportunities and development of Value Engineering Options with the CMGC Contractor.

### Meetings:

- Weekly OAC/CD meetings [virtual]
  - 2-3 Design focused meetings [1-2 in person]
- Land Use Meeting with the city of Woodburn

### Deliverables:

- 50% Construction Documents Issuance (Including Documents and Specifications)
- 100% Bid/Permit Construction Documents Issuance (Including Documents and Specifications, includes all required demolition plans)

## **Task 3: Bidding and Permitting (CMGC Delivery Method)**

### Tasks

- Services consisting of preparation of Addenda as required during bidding and including supplementary drawings and specifications.
- Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents.
- Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders during the bidding process.
- Preparation of drawings and specifications incorporating any changes made during the bidding and permitting process.

Deliverables:

- Issue for Construction Documents (IFC) (Including Documents and Specifications)

Meetings

- Weekly OAC Meetings

**Task 4: Construction Administration**

- Services consisting of construction contract administrative functions including consultation, conferences, communications, and progress reports.
- Coordination between architectural work and the work of engineering and other consultants involved with the project. Reviewing and checking of documents (required submittals) prepared for the project.
- Services relating to applicable laws, statues, regulations, and codes of regulating entities relating to the agency's interests during construction of the project.
- Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required.
- Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents and preparing related reports and communications. Contractor to chair project meetings and prepare meeting minutes.
- Services consisting of preparation, reproduction and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work. Additional fees for changes to the scope of a project shall be negotiated.
- Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to the user agency.
- Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.

Meetings

- Weekly OAC Meetings

**Task 5: Closeout**

- Preparation of record drawings based on contractor's field drawings.
- Warranty site visit after 10-11 months of occupancy by mechanical and electrical engineers.
- Civil team will provide updated version of storm system O&M plan for owner's maintenance staff including a virtual 1-hour training/walkthrough of storm system and O&M plan.

**SUPPLEMENTAL SERVICES**

Tasks

- **Civil** – Services consisting of site design including layout of site features, building position, preliminary grading, location of paving for walkways, driveways, and parking. KPFF will develop storm drainage strategy and integrate vegetated stormwater management facilities, provide an erosion control plan,

utility plans, under slab/foundation drainage plans, and specifications for the civil portions of work. Scope includes storm drainage design for parking lot locations and street improvements including ADA crossings and drainage, if required for final project design.

- Deliverable: Drawings and specifications included in milestone document packages.
- **Landscape** – Lango Hanson will provide design and documentation including specifications for all at-grade pedestrian improvements including landscape areas, entry plazas, pedestrian walkways, planting, site furnishings, and seated areas. Scope includes planting and irrigation within the frontage, as necessary.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **Aquatics Design**: Services consisting of drawings and specifications for pool renovation and new spa including the following.
  - Provide Design Development and Construction drawings for the pools and spa.
    - Pool drawings include plans, sections, pool deck equipment plan, details and pool mechanical room plan and sections.
    - Spa drawings include plans, sections, details, piping plan, and spa mechanical room details.
  - Provide plans and elevation of spa fiter room and chemical rooms.
  - Structural design of the spa shell includes spa floor slab, walls, and movement joints, if any.
  - Electrical design of the spa equipment.
  - Mechanical design for the spa water heating system.
  - Assistance in development of probable construction costs and value engineering if required for the swimming pools and spa.
  - Full Mechanical Room Renovation for the competition and wading pools. Includes construction documents for demolition of existing conditions and renovation of the pump & VFD, filter system, chemical controller, chlorine and pH buffer storage and feed systems, water level controller, UV system, heater, and piping systems.
  - Deliverable: Drawings and specifications for swimming pool and spa included in milestone document packages.
- **Interior Design**: Services consisting of detailed interior space planning, interior design concept development, finishes and materials selection and documentation, and development and documentation of custom interior features.
- **Building Code Signage**: Services consisting of ADA and IBC Code required signage at various room types including tactile messages, egress signage, and evacuation route template
- **Wayfinding Design**: Scope includes the following.
  - Site Identity - One freestanding monument sign at N. Front Street or Oak Street
  - Building Identity - Building address, building-mounted name signage, building name at entry glass
  - Vehicular Wayfinding – directional sign, regulatory signs, amenity identification and special area identity.
  - Interior Wayfinding – directories, directional signs, amenity identification, and special area identity.
  - Behavior Signs – may include building hours, no smoking, exit only, staff only, fitness room rules, restroom conduct, etc.
- **Graphics Signage**: Scope includes graphic wall signage at up to two (2) locations.
- **Food Service**: Services consisting of the design and documentation of the commercial kitchen to support facility events including drawings, development of related food service specifications, and a food service cost estimate.
  - Deliverable: Food Service drawings included in overall milestone document packages

- **Building Code – Supplemental:** Additional fire life safety and accessibility reviews at design development and construction documents phases to establish compliance framework and streamline code compliance and documentation for the project. Any required Alternative Means and Methods are excluded from this scope of work.
  - Comments will be in the format of PDF markup of milestone drawing sets
- **Cost Estimating** – Detailed quantity take-offs and cost estimating for architectural, landscape, civil, electrical, mechanical, and structural portions of the work, including one round of reconciliation, update to risk register, estimate update, and final reconciliation report. Evaluation of alternates or options is excluded.
  - Deliverables: One (1) Construction Cost Estimate based on 100% Design Development Documents, risk register, final reconciliation report and reconciled cost estimate.
- **Fire Sprinkler/Alarm:** Services consisting of the development of performance-based specifications of the Fire Protection Sprinkler Service and Fire Detection and Alarm Services and subsequent project conformance review of contractor design.
  - Deliverable: Performance specifications included in milestone document packages.
- **Data/Communications:** Services consisting of the design and development of final data/telecommunications system design drawings and specifications. Drawings will indicate outlet locations, rack information, cabling, and grounding systems. Performance specifications will be provided for distributed antenna system.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **Audio/Visual** – Services consisting of the design and development of final AV systems drawings and specifications. This design scope includes infrastructure and distribution required to route audio and video signals to projection and display systems within each required space; specifically A-V equipment racks, projector locations and distribution, A-V floor boxes and outlets, loudspeaker locations, and amplification, sound reinforcement equipment and systems control integration.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **Lighting:** Services consisting of interior and exterior lighting design and preparation of final lighting schedule, cutsheets, drawings, and lighting compliance calculations for final layout. Scope includes lighting in parking lot areas.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **GET/PV Design :** Design of a photo-voltaic system to comply with the state requirement for Green Energy Technology.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **Building Security:** Services consisting of the design and preparation of building security systems drawings and specifications including electronic access control entry system, intrusion detection systems, and video surveillance systems using IP or analog video and digital recording.
  - Deliverable: Drawings and specifications included in milestone document packages.
- **Energy Trust of Oregon (ETO) Design/Documentation:** Early Design assistance meeting facilitated by ETO to establish baseline incentives, including required documentation of charrette and coordination of incentives.
  - Deliverable: ETO Early Design Assistance Meeting Minutes
- **Energy Consulting/Modeling-** Services consisting of energy analysis including:
  - Provide energy analysis to meet ETO requirements.
  - Review design documents and identify energy conservation measures (ECMs).
  - Develop a baseline building energy model using Oregon Energy Code (ASHRAE 90.1-2022)
  - Provide a Whole Building/Path to Net Zero (PTNZ) model of the proposed building.
  - Provide energy-efficient design input to design team.

- o Document modeling results using ETO Whole Building and PTNZ spreadsheet calculators.
- o Respond to ETO review comments.
- o Deliverable: Energy Analysis Report & ETO incentive submittal forms

## OPTIONAL SERVICES

The following services are provided for your consideration and are currently not included in the overall project fee as outlined on Exhibit B, Fee Summary.

### Tasks

- **Settlemeyer Park Master Plan** – Lango Hansen will work with the city's Community Services and Parks and Facilities Maintenance Division to develop a master plan for Settlemeyer Park. Scope includes an initial programming meeting with the city to better understand the designed program elements, parking needs and general information on the park development. Based on this information, Lango Hansen will provide two site plan options for discussion with the city. Final feedback will be incorporated into a single master plan drawing with notations and a high-level estimate of costs.
- **Additional Graphics Signage**: Scope includes graphic wall signage at up to 2 additional locations
- **Daylight Modeling**: Utilize daylight modeling program to provide daylighting design verification, including feedback and effectiveness of window and skylight placement and properties as well as architectural color choices.
  - o Deliverable: Daylight Analysis Report

## EXCLUDED SERVICES

The following services are excluded from the contract sum amount:

- Commissioning
- Building Envelope Consulting
- Acoustics Consulting
- Building paging system and wireless master clock design
- Renderings (by 3rd Party)
- LEED Documentation
- Life Cycle Cost Analysis
- Multiple Bid Packages (Including, but not limited to separate demolition package)

## Assumptions and Clarifications

- No building or sitework will occur in the flood zone.
- A variance can be obtained for floor inlets at the existing pool. Replacement is not included in the current scope of work.
- A geotechnical report is needed to determine if an under-drain pump system will be required to remove spa subsurface water. Pump design is currently not included in the scope of work.
- The landscape and civil scopes of work are still being developed as part of the Concept Design Refresh, which is currently underway. If site work exceeds the project boundary shown on Exhibit C, Boundary Exhibits in scope and complexity including exploration of Oak Street Improvements and additional parking lot to the north of Oak Street without reduction in scope elsewhere on the site, some additional design fee will be requested to complete future project phases.

## Section 179D Allocation

Opsis intends to apply for tax benefits pursuant to Section 179D of the Internal Revenue Code. As a tax-exempt entity, the City of Woodburn acknowledges that it is not eligible to claim the tax deduction. Accordingly, the City agrees to authorize the allocation of the Section 179D energy-efficient commercial building deduction to Opsis, the project designer. The City further agrees to execute all necessary

documentation, including the required allocation statement, upon project completion in the year in which the project is placed into service.

### Schedule

Our estimated timeline for completing this effort is as follows. Refer to Exhibit A, Design Schedule for our current understanding of the design portions of the schedule.

Task 1: Design Development	March 3, 2025 – May 2, 2025
Task 2: Construction Documents	May 5, 2025 – September 5, 2025
Task 3: Bidding and permitting	September 8, 2025 – October 17, 2025
Task 4: Construction Administration	November 3, 2025 – January 2027
Task 5: Closeout	Complete by January 2028

### Fee

We propose a fixed fee for services as per Exhibit B, Fee Summary.

### Consultants

Structural Engineer	KPFF
Civil Engineer	KPFF
MEP Engineer	Interface
Landscape Architect	Lango Hansen
Aquatics	Counsilman-Hunsaker
Food Service	Halliday & Associates
Signage/Wayfinding/Graphics	Mayer Reed
Code Consulting	Jensen Hughes
Cost Estimating	DCW
Specifications	MTA

### Reimbursables

Reimbursables are additional and include expenses incurred by Opsi and Consultants directly related to the project such as transportation, printing, deliveries, and other similar project-related costs. A 10% fee is applied to reimbursable expenses for processing.



**Invoicing**

Invoices will be rendered once a month based on tasks completed, consultant fees, and reimbursable expenses incurred. Payments are due and payable upon presentation.

Please feel free to call me if you have any questions. We look forward to our continued work with you on the Woodburn Community Center project.

Sincerely,



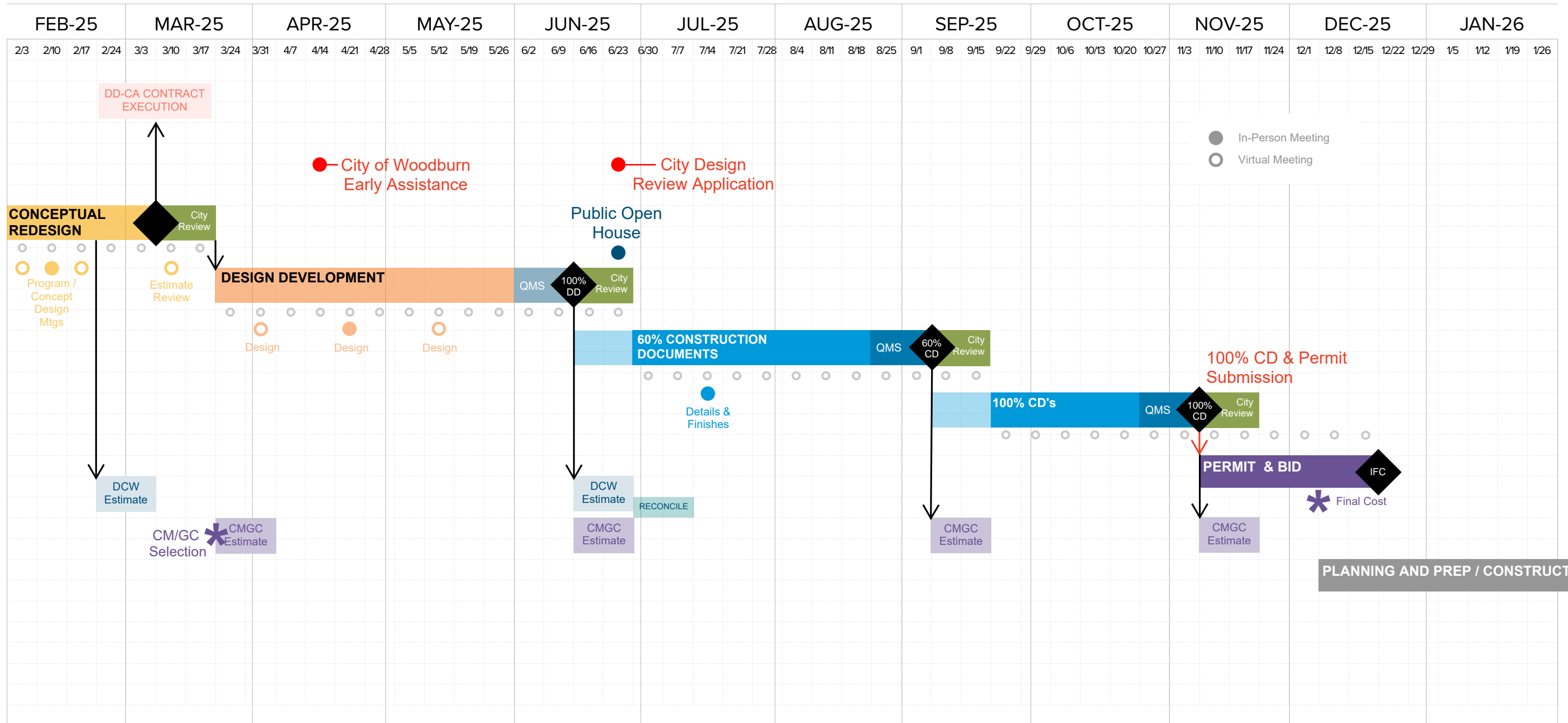
**Chris Roberts** AIA, NCARB  
Principal, Opsis Architecture LLP

**Enclosures:**

- Exhibit A, Design Schedule
- Exhibit B, Fee Summary
- Exhibit C, Boundary Exhibits



# Woodburn Community Center - Design Schedule



Woodburn Community Center  
4773-04

Direct Construction Cost: \$ 16,000,000

BASIC SERVICES

A/E FEE SUMMARY		Design Development	Construction Documents	Permit / Bid	Construction Admin	Closeout	Total	% DCC	Comments
<b>Basic Services</b>									
Architectural	Opsis	198,180	375,240	23,760	347,100	18,300	\$962,580	6.02%	
Arch-Specs	MTA	11,470	27,750	3,330	1,665	-	\$44,215	0.28%	
Structural	KPFF	35,200	74,800	6,600	40,700	3,850	\$161,150	1.01%	
Mech/Plumbing	Interface	74,250	100,980	5,940	80,190	8,910	\$270,270	1.69%	
Electrical	Interface	57,750	78,540	4,620	62,370	6,930	\$210,210	1.31%	
	<b>Sub Total</b>	<b>\$ 376,850</b>	<b>\$ 657,310</b>	<b>\$ 44,250</b>	<b>\$ 532,025</b>	<b>\$ 37,990</b>	<b>\$ 1,648,425</b>	<b>10.30%</b>	

Supplemental Services		DD	CD	P/B	CA	CO			
Interior Design	Opsis	15,000	30,000	-	25,000	-	\$70,000	0.44%	
ETO Design/Documentation	Interface	18,700	8,800	-	-	-	\$27,500	0.17%	60% back on energy modeling (~12,000)
PV Design	Interface	2,200	3,300	-	1,100	-	\$6,600	0.04%	1.5% Required by Oregon Green Energy Technology
Civil	KPFF	26,400	46,200	9,900	16,500	2,200	\$101,200	0.63%	
Landscape	Lango Hansen	23,980	32,010	1,100	8,030	1,100	\$66,220	0.41%	
Aquatics Design	Counsilman Hunsaker	45,981	57,477	24,633	36,128	2,530	\$166,749	1.04%	
Fire Life Safety	Interface	5,500	7,480	-	5,940	660	\$19,580	0.12%	
Data/Telecom (design)	Interface	5,060	6,930	-	6,710	-	\$18,700	0.12%	
Building Security (design)	Interface	4,180	5,720	-	5,500	-	\$15,400	0.10%	
Audio/ Visual	Interface	5,390	7,370	-	7,040	-	\$19,800	0.12%	
Lighting	Interface	11,550	15,840	-	15,510	-	\$42,900	0.27%	
Signage/Wayfinding/Graphics	Mayer/Reed	22,000	44,550	1,100	19,250	-	\$86,900	0.54%	
Food Service / Kitchen	Halliday Associates	3,850	7,095	385	4,015	1,155	\$16,500	0.10%	
Bldg Code - Supplemental	Jensen Hughes	9,240	8,800	4,620	-	-	\$22,660	0.14%	
Cost Estimating	DCW	14,256	-	-	-	-	\$14,256	0.09%	DD Cost Estimate only
	<b>Sub Total</b>	<b>\$ 213,287</b>	<b>\$ 281,572</b>	<b>\$ 41,738</b>	<b>\$ 150,723</b>	<b>\$ 7,645</b>	<b>\$ 694,965</b>	<b>4.34%</b>	

<b>TOTAL FEE</b>	<b>\$ 590,137</b>	<b>\$ 938,882</b>	<b>\$ 85,988</b>	<b>\$ 682,748</b>	<b>\$ 45,635</b>	<b>\$ 2,343,390</b>	<b>14.65%</b>
------------------	-------------------	-------------------	------------------	-------------------	------------------	---------------------	---------------

<b>Reimbursable Budget</b>						<b>46,868</b>	<b>2%</b>
----------------------------	--	--	--	--	--	---------------	-----------

<b>TOTAL PROJECT FEE</b>						<b>\$ 2,390,258</b>	<b>14.65%</b>
--------------------------	--	--	--	--	--	---------------------	---------------

Optional Services [not included in Total Fee above]

Settelmeyer Park Master Plan	Lango Hanson	\$13,420
Additional Graphics Signage	Mayer/Reed	\$22,000
Daylight Modeling (Pool)	Interface	\$19,800
Daylight Modeling (Addition)	Opsis	\$8,000

Clarifications

- With the exception of MTA, consultant totals above include a 10% markup.

**SITE PLAN SHEET NOTES**

1. FINISH FLOOR LEVEL ONE - ELEVATION + 182.50'
2. FINISH FLOOR AT GYMNASIUM - ELEVATION 176.50'
3. CIVIL AND LANDSCAPE ARE SHOWN FOR REFERENCE ONLY. SEE CIVIL AND LANDSCAPE DRAWINGS FOR ADDITIONAL INFORMATION.
4. REFERENCE ELECTRICAL FOR SITE LIGHTING AND POWER.

www.opsisarch.com

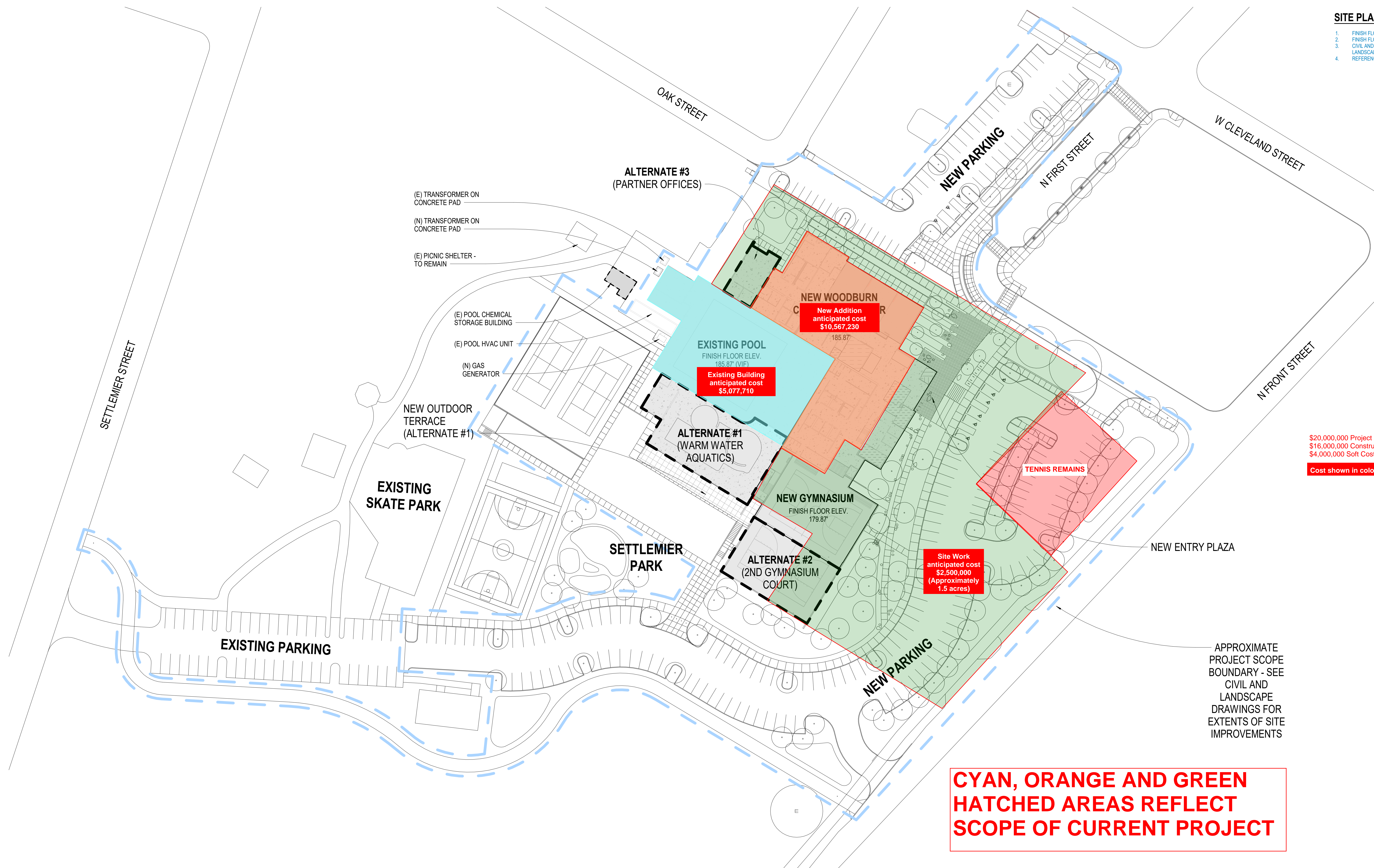
Project Owner:  
City Of Woodburn Oregon



Project Name:  
Woodburn Community Center

Project Address:  
190 Oak Street  
Woodburn, OR 97071  
Key Plan

\$20,000,000 Project Cost  
\$16,000,000 Construction Cost  
\$4,000,000 Soft Cost (20% of project Cost)  
Cost shown in colored area \$18,144,940



**CYAN, ORANGE AND GREEN  
HATCHED AREAS REFLECT  
SCOPE OF CURRENT PROJECT**

APPROXIMATE  
PROJECT SCOPE  
BOUNDARY - SEE  
CIVIL AND  
LANDSCAPE  
DRAWINGS FOR  
EXTENTS OF SITE  
IMPROVEMENTS

10/01/2019

THESE DRAWINGS ARE THE PROPERTY OF OPSIS ARCHITECTURE LLP AND ARE NOT TO BE USED OR REPRODUCED IN ANY MANNER WITHOUT PERMISSION FROM OPSIS ARCHITECTURE LLP.

Revisions to Sheet

No.	Revision	Date

Status: 25% DD

Date: 10.01.2020

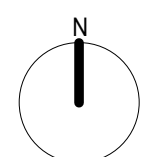
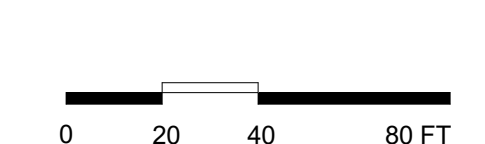
Sheet Title  
**ARCHITECTURAL  
SITE PLAN -  
ALTERNATES**

Sheet No.

**A0.80**

Job No.

**4773-01**





FLOOR PLANS SHEET NOTES

1. REFERENCE SHEET AX.XX FOR MOUNTING HEIGHTS AND GENERAL INFORMATION
2. REFERENCE LIGHTING/ELECTRICAL FOR LIGHTING TYPES. NOT ALL LIGHTING IS SHOWN ON THE ARCHITECTURAL PLAN
3. REFERENCE EXTERIOR ELEVATIONS FOR EXTERIOR MATERIALS
4. ALL OUTSIDE INTERIOR CORNERS WITHOUT FRIL WALL COVERING TO HAVE 4" HIGH S.S. CORNER GUARDS
5. ALL FURNITURE SHOWN FOR REFERENCE ONLY - OFOL
6. PROVIDE BLOCKING AS REQUIRED FOR ALL LOCATIONS TO RECEIVE FRP PANEL FINISH
7. PROVIDE BLOCKING AT LOCATIONS TO RECEIVE NEW TOILET ACCESSORIES

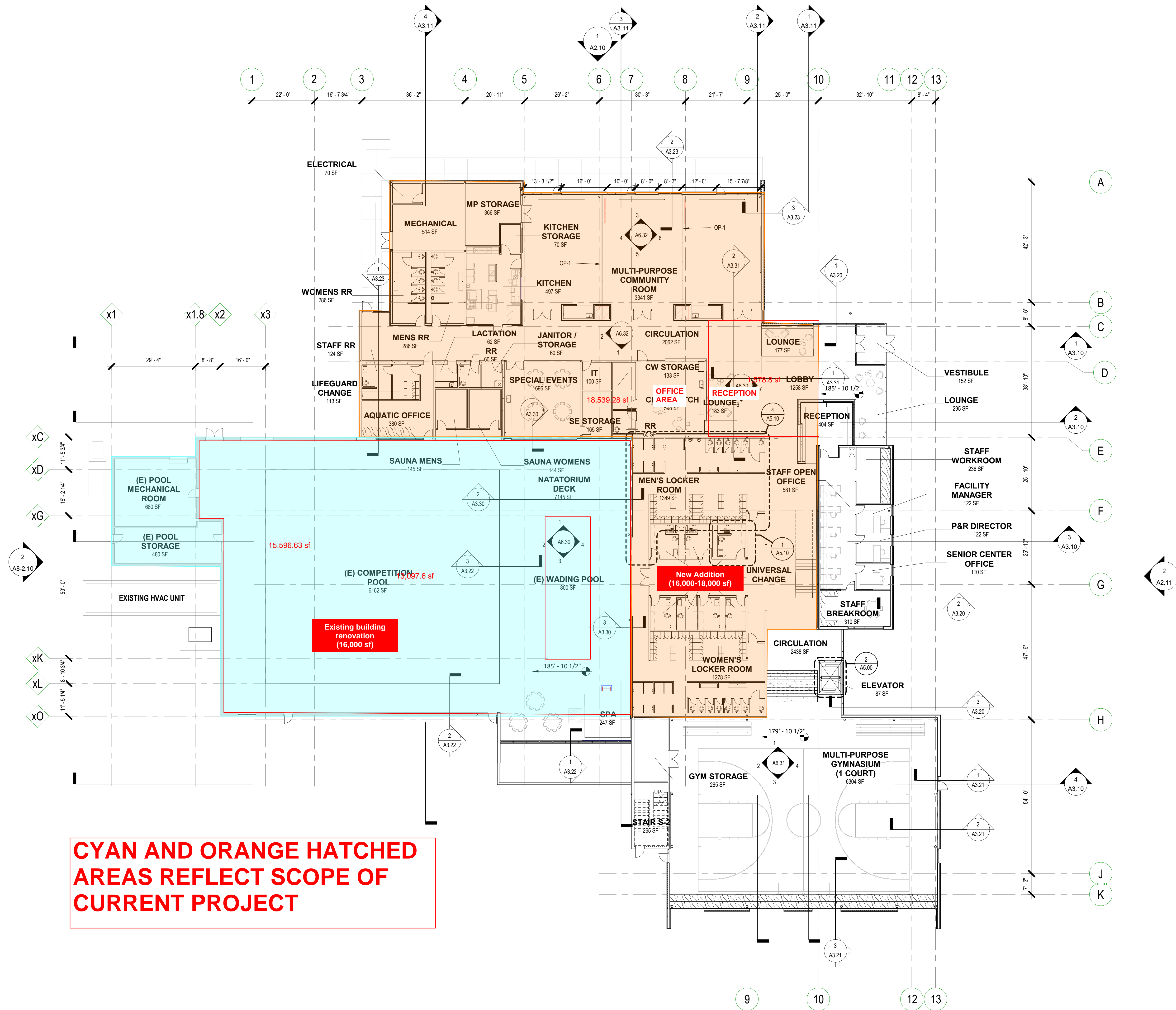
www.opsisarch.com

FLOOR PLANS MATERIALS AND SYMBOLS

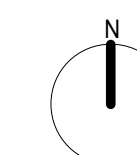
Project Owner:  
City Of Woodburn Oregon



Project Name:  
Woodburn Community Center  
Project Address:  
190 Oak Street  
Woodburn, OR 97071  
Key Plan



**CYAN AND ORANGE HATCHED AREAS REFLECT SCOPE OF CURRENT PROJECT**





February 24, 2025

TO: Honorable Mayor and Council through City Administrator
FROM: Anthony Turley, Finance Director
SUBJECT: FY 2024-25 Supplemental Budget Request

RECOMMENDATION:

Adopt Resolution No. 2246 authorizing an increase in revenue of \$690,000, a transfer of \$70,000 from contingency, and a \$760,000 spending appropriation increase in the Building Fund.

BACKGROUND:

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

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

DISCUSSION:

This supplemental budget adjustment to the Building Fund is necessary to address the increase in residential permit activity above and beyond what was budgeted by Staff. This increase in revenue has increased in the building permit and plan check fee's, which impacts the construction excise tax (CET) and State Surcharge collected on all residential developments. Staff anticipate an increase of \$600,000 in CET and \$90,000 in State Surcharge, over the current budget.

Additionally, with the approval of the New Intergovernmental Agreement with the Woodburn Fire District, a new expense ledger is added to transfer 30% of the Fire Life Safety Plan Review fee to the Woodburn Fire District, in support of

the new full time Fire Marshal Position. The impact on the City's Building Inspection Fund is expected to be approximately \$70,000 annually.

Because the proposed appropriation increase is less than 10 percent of fund expenditures, and the transfer from contingency is less than 15percent, no public hearing is required.

**FINANCIAL IMPACT:**

If approved, the proposed adjustment includes authorizing \$760,000 in appropriation authority to operating expenses in the Building Fund. Specifically, the following changes will be made:

SUMMARY OF PROPOSED BUDGET CHANGES							
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED							
<b>Building Fund - 123</b>							
<b>Resource</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>	<b>Requirement</b>	<b>Original</b>	<b>Change</b>	<b>Revised</b>
1 Beg. Fund Balance	8,536,540		8,536,540	Operating Expenses	2,354,780	760,000	3,114,780
2 Revenues	2,882,000	690,000	3,572,000	Transfers Out	420,000		420,000
				Contingency & Reserves	8,643,760	(70,000)	8,573,760
<b>Revised Total Fund Resources</b>			<b>12,108,540</b>	<b>Revised Total Fund Requirements</b>			<b>12,108,540</b>
<i>Comments: To account for increased pass through revenues for State Surcharge and Construction Excise Tax from permit activity, and new Fire Department allocation of Fire Plan Review fees.</i>							

**COUNCIL BILL NO. 3274**

**RESOLUTION NO. 2246**

**A RESOLUTION ADOPTING A SUPPLEMENTAL BUDGET AND MAKING APPROPRIATIONS FOR THE BUILDING FUND FOR FY 2024-25 TO ACCOUNT FOR INCREASED PASS-THROUGH REVENUES FROM PERMIT ACTIVITY; AND AUTHORIZING TRANSFER OUT OF THE BUILDING FUND CONTINGENCY & RESERVES FOR FIRE DEPARTMENT ALLOCATION OF FIRE PLAN REVIEW FEES**

**WHEREAS**, on June 10, 2024, the Woodburn City Council approved Resolution No. 2232 adopting a budget for the fiscal year 2024-2025, wherein funds were appropriated; and

**WHEREAS**, ORS 294.463(3) permits “transfers of appropriation or of appropriations and an equal amount of budget resources may be made between funds of the municipal corporation when authorized by ordinance or resolution of the governing body”; and

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

**WHEREAS**, ORS 294.473 requires a governing body to hold a public hearing on a supplemental budget when the estimated expenditures contained in the supplemental budget for fiscal year or budget period differ by ten (10) percent or more of any one of the individual funds contained in the regular budget for that fiscal year; and

**WHEREAS**, no public hearing was required for this supplemental budget because the estimated expenditures contained in it are less than the threshold amount specified by ORS 294.473(a)(a); **NOW, THEREFORE**,

**THE CITY OF WOODBURN RESOLVES AS FOLLOWS:**

**Section 1.** That pursuant to the applicable ORS provisions cited above, the City Council hereby adopts the recommendation in the staff report attached and incorporated by reference herein, to approve the transfers of appropriations and supplemental budget for FY 2024-25 in the amounts shown in the summary below:



SUMMARY OF PROPOSED BUDGET CHANGES								
AMOUNTS SHOWN ARE REVISED TOTALS IN THOSE FUNDS BEING MODIFIED								
<b>Building Fund - 123</b>								
Resource	Original	Change	Revised	Requirement	Original	Change	Revised	
1 Beg. Fund Balance	8,536,540		8,536,540	Operating Expenses	2,354,780	760,000	3,114,780	
2 Revenues	2,882,000	690,000	3,572,000	Transfers Out	420,000		420,000	
				Contingency & Reserves	8,643,760	(70,000)	8,573,760	
<b>Revised Total Fund Resources</b>			<b>12,108,540</b>	<b>Revised Total Fund Requirements</b>			<b>12,108,540</b>	
<i>Comments: To account for increased pass through revenues for State Surcharge and Construction Excise Tax from permit activity, and new Fire Department allocation of Fire Plan Review fees.</i>								

Approved as to form: \_\_\_\_\_  
City Attorney \_\_\_\_\_ Date \_\_\_\_\_

Approved: \_\_\_\_\_  
Frank Lonergan, Mayor

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

ATTEST: \_\_\_\_\_  
Heather Pierson City Recorder  
City of Woodburn, Oregon