

CITY OF GERVAIS

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GERVAIS CITY COUNCIL AGENDA

The Gervais City Council will hold a Regular Council Meeting starting at 7:00 PM on Thursday, August 4, 2022. This meeting will be held in person, with an option to participate by Zoom due to COVID-19 Restrictions. If anyone wants to participate with Zoom, the instructions for accessing the meeting are below.

Meeting Sign-in Instructions:

Topic: August 4, 2022 City of Gervais Council Meeting

Time: August 4, 2022 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://us06web.zoom.us/j/84181385834?pwd=cms5Wm1rbm9mUE5rN2xWd2w3VmdtZz09>

Meeting ID: 841 8138 5834

Passcode: 923921

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 841 8138 5834

Passcode: 923921

NOTE: A link will also be on the City of Gervais home page at www.gervaisoregon.org.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements/Additions
5. Public Comment:
 - a. Public comment is limited to three (3) minutes per person with an optional two (2) minutes for Council questions and answers. If you wish to address Council please come forward to the podium and identify yourself for the record.
6. Consent Calendar:
 - a. Minutes of the June 13, 2022 Work Session
 - b. Minutes of the July 7, 2022 Regular Session *(If I can get them finished-preparing for Audit & other work)*

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- c. Bill list for July 1 – July 26, 2022
 - d. Treasurers Report for period ending July 26, 2022
- Requested Action: Motion to approve the August 4, 2022 consent calendar as presented.*

7. Committee Reports

- a. Ad Hoc – Skate Park / 4th of July

8. Presentations

- a. Next steps: Building a Partnership for the Betterment of the Entire Community – Gervais School Board Members
- b. D.A.R.E. Law Enforcement Executive of the Year – Chief Mark Chase

9. Public Hearing –

- a. VAC 2021-02, Public Alley Vacation, Block 68 of the Gervais Plat, bound by 7th Street, 8th Street, Hemlock Avenue and Ivy Avenue
 - i. Open the hearing
 - ii. Ex-parte Contact or Declaration of Conflict of Interest
 - iii. Staff Report – Holly Byram, Associate Planner, Mid-Willamette Valley COG
 - iv. Proponents Presentation
 - v. Opponents Presentation
 - vi. Proponents Rebuttal
 - vii. Staff Summary – Holly Byram, Associate Planner, Mid-Willamette Valley COG
 - viii. Close Public Hearing
 - ix. Council Discussion
 - x. Council Motion, second and vote

10. Old Business

- a. See activity tracker

11. Action Items

- a. Ordinance No. 22-003, an ordinance vacating the 20-foot wide public alley within Block 68 of the Gervais Town Plat, bound by 7th Street, 8th Street, Hemlock Avenue, and Ivy Avenue.
- b. 911 Emergency Services Agreement
- c. Approve Contract for Services with Grove, Mueller & Swank, P.C. to conduct FY 2021-22 annual audit.
- d. Accept audit Engagement Letter from Grove, Mueller & Swank, P.C.
- e. Intent to award bid for street projects

12. New Business

- a. Ballot for 2023 Legislative Priorities Due August 5
- b. Discussion about Measure 109 – Psilocybin mushrooms

13. Staff Reports:

- a. City Manager
- b. Police Department

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c. Public Works

14. Business from the Mayor or Council

15. Adjourn

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**MINUTES OF THE WORK SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL AT 6:30 PM ON JUNE 13, 2022**

1. Call to Order

Mayor Annie Gilland called the meeting to order at 6:31 pm.

2. Pledge of Allegiance

Mayor Gilland asked Councilor Gonzalez to lead in the Pledge of Allegiance.

3. Roll Call

Mayor Annie Gilland	Present
Councilor Pam Foreman	Present
Councilor Baltazar Gonzalez	Present
Council President Micky Wagner	Present
Councilor Diana Bartch	Present
Councilor John Harvey	Present

Staff Present: City Manager Susie Marston, City Recorder Denise Dahlberg, and Public Works Superintendent John Robinson

4. Announcements/Additions

a. Additions/deletions to the agenda

Councilor Harvey read from a prepared document: "What I would like to see tonight is Susie and the Council take responsibility for the complaint before us. The complaint calls into question our method for establishing rates for wastewater. Resolution 19-012 says we will use Portland area consumer price index from the preceding year. As you all know, this is done by first adding each month together, then dividing by 12. In order to change this formula, there has to be an amendment to the resolution. This was not done. My recommendation is that we follow the formula until the current date. I believe that averaging will keep us close to the same year by year. The people of Gervais deserve to know that we follow the rules. After all, they are the ones that put trust in the Council to look after them. I would like to keep that trust ongoing. Thank you."

5. New Business

a. Updating Council Rules

Mayor Gilland drew attention to the technical memorandum prepared by Gordon Munro, City Engineer from Tetra Tech, dated June 6, 2022 about the City's CPI (Consumer Price Index) and CIP (Capital Improvement Plan). Gilland questioned the reference to a rolling 12 month rate. She looked up a definition for what a 12 month rolling sum was and read the definition aloud. She gave her interpretation and asked City Manager Marston if that was what Gordon meant in his memorandum. Marston responded by saying that each month on the CPI has a percentage that represents a 12 month rolling average, which is referring to what the definition means. Marston explained that Gordon also talked with Deb Galardi, who is a well-known rate specialist.

Councilor Harvey asked Superintendent Robinson what the wastewater funds looked like at this point. Robinson explained that he would have to refer that to Marston and proceeded to explain the budget.

Marston explained it was important to understand that the wastewater rates had gone unchanged from 2001 to 2019. Marston further explained that in 2001 and as the years went on, the fund balance was going up, but at a certain period of time since the rate wasn't going up, our costs were increasing, so it was slowly eating at our fund balance. So the fund balance now in the sewer fund is not as healthy as it once was back when the \$37 rate was established. She explained that when we have that, we're not meeting our costs, so we're eating away at the fund balance. She went on to explain that the fund balance should be able to carry us forward and the whole idea of rate increases is to meet our costs and still be able to put money aside for future expenses like big capital expenditures. She talked about the Water Fund as an example of this, and how up until and before the City increased the rates, the fund was in bad shape. (Marston couldn't recall the year, but said Sam Sasaki was City Manager, and so it would have been sometime before 2014.) Since that time, the City has been gradually increasing the water rates and because of that, the water fund is doing much better to the point where the city is meeting its operating costs and putting money aside for bigger expenditures. She explained that was how the City was able to establish the Water Reserve Fund, and she noted the Sewer Fund does not have a similar reserve fund.

Councilor Harvey stated that in the future, he wanted to examine what was in the fund and what the expenditures were, as this would give him a better indication of what type of rate increase was required.

Mayor Gilland acknowledged that she didn't like the way the rate increases were being figured and suggested doing it differently to see what the rate increases should be. Gilland asked Marston if the city ever had a rate study done to determine what the rate increases should be. City Manager Marston explained that Tetra Tech had done the master plan updates in 2019. It began in 2018 and that work included a full financial analysis, and that was how they came up with their recommendations on what we needed to charge.

Mayor Gilland continued to review the funding information that was included in the packet and noted that there are three ways to fund projects: System Development Charges, State and

Federal Grant and Loan Programs and local funding, which includes loans from banks, revenue from general obligation and improvement bonds. Gilland asked if the City would need a bond to follow the plan.

Marston replied that it was up to the Council and that there were several options available to fund a project. Marston spoke about the Marion County ARPA grant open up and that knocked off about \$1,000,000. She explained the Wastewater Capital Improvement Plan is broken up by short-term, mid-term, and long-term and that the \$1,000,000 almost took care of all of our short-term needs for the wastewater. This will allow cash to be used on projects where we would otherwise have to go for a loan or seek grants, which are really hard to come by for these types of projects.

Gilland asked if these funds were a result of the storm we had. Marston replied that it wasn't and that it was related to Coronavirus.

Gilland discussed a One Stop meeting where all the funding agencies come together. She asked if we ever had one of those One Stop meetings. Marston explained that she and Robinson participated in one in order to figure out the funding for the tree farm after the ice storm while we were waiting for FEMA and insurance funding to come in. That was how the City was able to get the 0% interest loan/grant from Business Oregon.

Gilland read aloud Resolution 19- 011, which talks about establishing rates for water service in the City of Gervais. Gilland noted she thought it was important for the citizens of Gervais to realize in order to keep the water going, it would take increases until 2035 by the resolution currently in place. Gilland explained that she felt they had shown the need for it, and now should establish how to go about it.

Councilor Bartch asked why the water rate was established with a certain percentage and the other ones were by CPI.

Marston said that was a very good question and she had not asked Gordon this, but her guess was that since the water rate was gradually raised over the years, then the City can afford to gradually raise rates by a set percentage over the years just to keep up with the operating costs. Whereas, with the wastewater, rates had gone unchanged from 2001 to 2020, essentially 20 years. Councilor Bartch asked if the same was true for the Storm Drain rates, and Marston replied that the Storm Drain Fund is relatively new compared to the other funds.

Council President Wagner stated she knew that when we did this one back in 2019 the base consumption for residential use would be reset to 1000 cubic feet of water. She asked if it was 750 or lower and asked if they bumped it. Marston replied yes. At that time, Councilor Harvey remembered suggesting an extra amount of water since the rates were being raised and noted it was to help out and make it look better.. Councilor Harvey discussed the reasons why this

was done. Mayor Gilland acknowledged that was information as she is trying to learn the process of how this was done and well as others who weren't here at the time.

Mayor Gilland read aloud Resolution 19-012 regarding establishing wastewater rates. She believed this is where she and a citizen of Gervais saw a problem and pointed out that the Portland Area Consumer Price Index used was obsolete and suggested that it does need to get changed as to who we use.

City Manager Marston pointed out that at the time this resolution was adopted, it was still with Portland.

Mayor Gilland saw another problem with how the resolution read that it is to be increased annually with the CPI index for the preceding year. Everybody she had spoken to in accounting says the preceding year is a total of 12 months, going on to say that a preceding month is a preceding month and preceding year is a preceding year.

Gilland told Marston she reached out to Love Inc. and mentioned they would get in touch with Marston in regards to financial assistance for people who needed the help.

Gilland noted the same problem applies with Resolution 19-013 having to do with Storm water. She stated that The "Portland Area Consumer Price Index for the preceding year" is used and the language and name are wrong with this.

City Manager Marston recommended a solution to the issues Gilland pointed out. She drafted a resolution that could correct this, and she suggested that the council could consider it for adoption at the next council meeting. The resolution would update "Portland Area Consumer Price Index" with "Bureau of Labor Statistics CPI-U" that staff has been using. Mayor Gilland agreed that was a common sense approach.

Councilor Harvey asked if the CPI-U was figured differently. Marston replied when they went to these new tables, it was a different structure than what they had before, and she didn't remember the old structure off the top of her head.

There was a discussion about key operating costs (combination of water, wastewater, and storm water fees) and increases in chemicals, delivery charges, fuel & fees. In addressing Mayor Gilland's comment on the chemicals, Superintendent Robinson voiced there had been 3 price increases this year for chemicals to treat the water and delivery charges were on the rise.

Gilland asked about the extra diesel spent during the ice storm. Marston explained in that particular year fuel costs were at \$3,820 and that included the extra \$1300 that was paid to power the generators during the power outage. If we had not had that storm, then our cost would have been \$2,499, which was pretty consistent with the previous year. Marston mentioned this year's gas prices were almost \$1500 higher than what we're used to seeing. As

an example, a year ago, the approximate cost per gallon was \$1.50 and now it's \$5.50 a gallon, so in comparison the costs were quadrupled in the projection for year 2023. With that projection, Marston estimated about \$9400 and explained the increase in fuel cost went from \$2600 - \$9400, which she believes is conservative.

Council President Wagner asked how many gallons Robinson got at any one time. Robinson explained as far as diesel was concerned, they have a 100 gallon saddle tank on one of the trucks and that fuels a backhoe, 2 tractors and all the city's backup generators. During the ice storm, because it is only 100 gallon tank, they made multiple trips because some of the biggest generators at the water plant are 500 gallons. Robinson explained in normal years to keep the fuel fresh, they don't keep the backup generators full, they add stabilizer and keep them at a half tank.

Gilland read information in the packet about Marion County assistance and how the county has jurisdiction over and maintains portions of 3rd St, Ivy, Butteville, & Douglas and the ditches along them. Mayor Gilland noted "that has not happened yet" and asked why it hasn't and how staff is handling it.

Robinson voiced that he had called on ditch cleaning and there were some areas of Marion County where they're religiously cleaning those ditches, and there are sections in town that aren't cleaned as much. He has called the County and they say it's on their list.

Gilland asked about their old pipes wearing out and if they were good about replacing them. Robinson said that would be a question for Marion County and explained the only thing we have that's not put in by the city were some of the old culverts under the railroad from years ago. They're still there and functional, so it's just on a need to buy basis. We replace X amount of feet of storm drain pipe every year.

Mayor Gilland asked how that affected the water system and if they did what they're supposed to do would it make a difference in the way our water system was working as far as efficiency and maybe lower the cost because it wouldn't have to work as hard. Superintendent Robinson explained it had nothing to do with the water system. It was just certain areas for storm drain, just like it has nothing to do with the sewer system, even though the sewer system is on county roads, and there's a main line going down 3rd. Their responsibility ends at the asphalt. Anything underground is the city's responsibility. Gilland asked if the county could pay for any of that. Robinson replied no. even under the tracks as Councilor Harvey asked.

Robinson spoke about the upgraded the distribution system back in the early 90s, explained they did not go under the tracks, so that pipe is still ductile iron. Robinson provided an explanation of the water lines underneath the tracks. When asked by Councilor Harvey how the water drains out of Gervais, Robinson explained the two part system, direction of storm water flow and secondary catch basin.

Sue Fessler at 1020 6th St spoke from the audience asking why she was paying for a storm drain for over 10 years that she didn't have, voicing concerns of flooding in her yard. Superintendent Robinson explained that on unimproved streets where there is no curbing it's hard to direct the water. The water will go wherever Mother Nature wants to put it. They had previously discussed a catch basin and he explained to her it would cost \$10,000. City Manager Marston explained to the Mayor and council that the storm drain fund was a newer fund and is slowly growing. Storm drain improvements are being done as the budget allowed. The fund is so small and the storm drain improvements are so large that it's hard for us to get something done every year with it. Mayor Gilland suggested the council look for grants and funding to help with storm projects. There was a continued discussion about drainage and flooding in the area of Fessler's concern. Robinson pointed out that there are some areas of town where storm drains cannot be installed because the storm system is so shallow, that adequate fall would not be achieved. Fessler followed with saying vehicles are still parking in the grass street near her house.

While reviewing the CIP for the Storm Water system, Councilor Bartch asked if the purchase of the truck or trailer mounted vacuum equipment listed under short term was in the budget. Robinson replied yes. Bartch asked what other short term projects on the list had been tackled, such as new manholes and the ditch at Fifth St and UPRR. Robinson replied the new manholes haven't been done. However, he explained that with the SCA grant and with the improvements that are going to be done on Juniper and 7th, there is storm work included. Gilland mentioned adding 20% due to inflation. Harvey questioned the purchase for the truck and how it was budgeted in regards to the short term item list. Robinson reported the price tag in the budget was \$50,000, not \$30,000, and the vac trailer is the only item budgeted for this year in the Storm fund

Referring to the Storm water CIP, Council President Wagner asked about the Juniper on 6th St to 7th Street listed under intermediate term and if that is what Sue Fessler was talking about, and if that would be worked on. Robinson said he didn't know, but thought that might be a separate line item because the other one was between 8th and 7th on Juniper.

Mayor Gilland asked if the projects could be moved around if we get the funds because Fessler had been paying for 10 years on these increases and not seeing any productivity. Gilland wanted to get more aggressive toward getting these things done since the citizens were paying for a nice water plan. She asked if there was a way and Robinson stated that a lot of it was just funding. Robinson explained that we were still paying off the water plant upgrade and the wastewater upgrade and grants are not available for everything. Robinson said when we get those paid off, then we're on to the next round of loans for the next 30 years. Harvey confirmed with Marston that the water loan would be paid off in 2025 and that payment is \$20,000 a year.

Bartch suggested not taking what was being paid for that debt and applying that money towards other debt.

Council President Wagner asked if Union Pacific helped with funding 5th Street at Ivy Avenue, Hemlock Ave, 5th Street to 4th Street. Robinson explained the 4th Street manhole to northwest of 1st Street was an upgrade to the storm line and unfortunately east of First Street where the storm drain goes into the Sam Brown Creek, a storm drain is sitting under two houses and this was probably going to cost ½ million dollars. The storm water fund is a slow growth fund. If we can't find funding, then the city has to take out another loan to make that upgrade and that's why it's on the long term.

Robinson explained that the storm system is OK. It takes the water out of town and puts it into Sam Brown Creek. Those are the planned things that need to be done, and if we start adding more storm system that gives that line more capacity.

Mayor Gilland asked what the recommended treatment plant improvements would do for Gervais. Robinson provided information about the solids collector, explained the cost savings and the increased life of the lagoon. New aerators would put oxygen in the water.

Mayor Gilland stated there were more improvements and the costs were from 2019. She suggested adding 20% when looking at the water master plans improvements.

Bartch asked what the projection dates were to start the near term projects. Marston stated we're taking care of the lagoon transfer pumping and forced main upgrade and Phase I of the treatment lagoon aeration improvements. We are at the point where the design work could start.

Gilland shared her thoughts about funding and that loans and bonds were not popular. She mentioned when talking about growth, people should be realistic because one of the assets of living in Gervais was the tax base. She said it's a little high but still affordable.

Bartch asked if any of the short term projects on page 19 had been started. Superintendent Robinson replied the water meter system was upgraded. Some of the things like new distribution system valves have been replaced, but the system has expanded and it's been in the ground for 30 years. Robinson explained as a rule of thumb that water systems are fixed on an as needed basis, even if they have been in the ground for a long time. The upgrade to the pumps in the water plant somewhere down the road needs to be done, but has \$250,000 price tag. New fire hydrants are put in as needed. He explained the plans are put together to explain what we need to do but we have to do it with the money we have.

Council President Wagner asked if the \$70,000 would be for a grouping of fire hydrants. Robinson replied it depended on where we were putting them because normally they were put in when system improvements were done.

Councilor Harvey asked Robinson about water meter repairs at \$150,000 and didn't remember when we put these all in, but it didn't seem like it was that long ago. Robinson explained the water plan was written in 2019 and they had just gone through the whole process of a brand new radio meter read system for the city providing better accuracy which has benefited the water fund.

There was a discussion about the accuracy of the new meter system identifying a leak.

Mayor Gilland questioned the Consumer Price Index and noted that December was used in 2021 and 2022 for the increase. She said it's odd because 1.6% was the average if you did the CPI by taking the 12 data points and dividing by 12. As an annual average, it actually worked out to be the 1.6, so there wasn't really anything she thought that was off. The question comes for 2021, as it goes to 6.5% which is the increase that was used this year. Gilland shared she has talked to people and talked to the Bureau of Labor Statistics, and according to her, generally a CPI index that is based on a previous year usually is averaged because it's the 12 months (preceding year). She stated that if we do that, then it should have been 4.3% for the increase, which 2.2% higher than if we just picked a month, which is what Ms. Clifton pointed out previously.

Gilland said that another way that she heard they do it is they go from December to December. They would have taken the 6.5 and subtracted last December's, which we know was 1.6. That would have given it 4.9%. Gilland believes it should have averaged by the resolution and policy that was in place and called it an error.

Councilor Bartch stated that what she read it and what the engineer had written is that the 6.5 is the inflation difference between December of 2020 to December of 2021. She explained we are looking at a full year. The 6.5 didn't go up 6.5% in December. It went up 6.5% over that last year. We're already looking at the average from the year because it's the change in that last year.

As an example, Bartch explained that something that cost \$1,000 in December, 2020 would now cost 6.5% more than the \$1,000 in December, 2021.

There was a discussion between Gilland and Bartch about their understandings of the CPI.

Laura Clifton, 1065 6th St, Gervais, Oregon. Clifton explained the CPI index takes a basket of goods from one month says this is how much this costs that same basket goods the next month will go up 3%. So instead of being 5%, it's like 5.3 now and next month that same basket of goods for inflation goes up 3% more, so now you're adding 3% onto what the previous month was, /so, you are continuing it through the year and adding to it or subtracting to it, but at no point does it say that this month, and then you add this month to this month and then that's your total it doesn't go like that. It's the inflation per month and it's added to it.

Councilor Bartch explained that when looking at that 6.5%, it didn't raise 6.5% from the month before, it raised 6.5% from the entire previous year before. It's looking at December to December.

Clifton stated in using that analogy you would need to subtract that previous December.

Gilland voiced there were two ways of looking at it and she felt there was an error in the resolution language using preceding year and felt that maybe there should be a credit given.

City Manager Marston said she disagreed with Gilland and said what Councilor Bartch was explaining was exactly what was explained to her by Gordon, the city engineer, which was explained to him by Deb Ghilardi, who is a very well-known rate analyst. She didn't know the calculation in this CPI, but it is accounting for the inflation for a whole 12 month period. The markers for each month is not an individual data set, so it didn't make sense to take an average because they're all part of a calculation

anyway. She explained, if you're taking December 2020 to December 2021, that's essentially the CPI for 2021, the preceding year for rates coming effective January 1st, 2022.

Mayor Gilland said she spoke to Bureau of Labor Statistics and asked and it was explained to her the way Clifton explained it and she did not agree with the way it was done and the way the resolution was written.

City Manager Marston voiced that the city engineer didn't recommend going any lower than this. Marston explained they had just spoken about the need to increase cost by 20%. We're at 6 1/2% now, and she didn't understand how it would help anything going down any lower than 6.5%.

Gilland stated the policy in place didn't cover the 6.5% and questioned if the city was liable. Marston said she didn't believe it is liable because they were going by what the CPI index and they can't go any higher.

There was a continued lengthy discussion about methods of using the CPI and the language in the resolution. Applying the principle of subtracting the preceding year, Councilor Barch used 1.5% in January, 2021 and 2.6% in 2020. Subtracting 2.6% from 1.5% gives us a negative 1.1%. Negative inflation doesn't make sense. Gilland felt that was the reason to average all 12 months. Marston said the rates that are reflected for any of the 12 months reflects the average from the year prior, which is what Barch was trying to explain, and that you don't subtract from it. Gilland agreed because it could put you in the negative, and stood firm on taking an average of the 12 months. Councilor Harvey explained that the water rate will not go down, but it will continue to change by what the CPI is.

There was a discussion between Marston and Gilland about what the language should be changed to in the resolution.

City Manager Marston pointed out the key thing to understand was they were talking about three different systems: Water, Wastewater, and Storm, Drain. She explained they are enterprise funds and need to be treated as a separate business. She pointed out that costs like with the fuel quadrupling and chemicals going up 20%, electricity up 10% and our increase is only 6.5%, then we're not even covering the costs that we are having to deal with. So, if we go any lower than 6.5% we're not keeping up with our elevated costs, and we're not keeping up with the market, we're just putting ourselves in a deeper hole. She said it would be better to use the CPI index as it is because those numbers reflect the inflation over the last 12 months.

Council President Wagner asked if a professional could come in and help the council understand and clear the confusion. Gilland said she would be okay with that.

Councilor Harvey shared his point and said this was done under a resolution and to change it to a different formula had to be done by an amendment. Harvey stated they needed to amend what we've done already by what had been charged. In regards to changing the formula he could go along with something different, but wanted to correct what has happened. He stated they needed to follow rules like everyone else. Harvey voiced they needed to make an amends to the people of Gervais and make it right with the voting public.

Councilor Gonzalez confirmed with Marston that the rate increase was recommended and established in order to have enough funds for the following year and future years. Marston explained that when the master plans are done, it's done by looking out and planning over the next 20 years.

Councilor Bartch understood changing the resolution to correct CPI language and asked Harvey what making an amends looked like to him. Harvey replied a repayment to the public for what the city has charged them. He said refunding money to the public would keep the trust in the council as a body, and let people know the council is not above making mistakes and they are willing to take responsibility for it and they will keep doing that along the way.

Mayor Gilland pulled a definition of what preceding year meant, a period of 12 consecutive months fixed by an annual accounting period, which Marston said is what the CPI represents.

City Manager Marston drafted a resolution just for the council to look at for next month and the purpose of it would be to change the language to replace the Portland area CPI language with the Bureau of Labor Statistics CPI Consumer price index.

Mayor Gilland said what was done was in question. Marston didn't understand that it was a mistake. Harvey said it should've been amended when it happened. Gilland stated that the resolution wasn't correct; the policy wasn't correct which made the whole resolution bad.

Marston went back to Mickey's question and explained that Gordon Munro would have been there tonight but he already had a planned vacation. She would be more than happy to invite him back.

Gilland communicated she knew he was credentialed as an engineer but she wanted a rate specialist such as a CPA or financial person to come. She wanted a person that was credentialed as a CPI person. Marston explained Gordon was the contracted city engineer. Gilland said he was an engineer not a CPA or finance person. Gilland explained the water rates she was talking about is just dealing with increasing the rates of a study that would show us a more efficient way in different ways we could do it. Gilland suggested bringing in the rate specialist.

Superintendent Robinson pointed out that it should be taken into account that every city had a different rate structure and they have a different fee structure and what they charge and how they charge.. He explained that some methods get really expensive and with costs going up the way they are, they aren't going to go back down no matter what the CPI says and no matter what inflation does and once those companies get that fee structure set, it's gold they're not coming back. Robinson explained if you start regressing our rate structure, it would help the citizens but it hurts the city short-term and long-term. Robinson explained the structured rate structure that we have for water right now is marginal and if you're going to go up 10% next year and then 2% the year after, then 15%, it allows people to have a slight increase the same

amount every year over the next period of time. Gilland didn't think it was a regression and in this instance if we did, the average of those 12 months and not just pick December, we would still have an increase.

Harvey did not say they had to give credit every year but they did need to fix what was handled incorrectly. Barch said they needed to figure out what percentage they would use and that would explain the difference they are running into.

Marston explained the resolution we're operating under now says to account for inflation use the CPI for the preceding year. The Consumer Price Index at the time this resolution was done has been replaced with the indexes that we use now. She explained that she is still picking up the CPI for the preceding year by using the December CPI because that reflects the inflation from the previous 12 months. We're not doing it wrong. I don't see it as being a mistake because I'm still following the resolution the way it reads. The only thing that's changed is the actual index. The measurements are still the same, it's just the name of the index has changed. In other words, changing the name of the CPI in the resolution isn't going to change anything for years previous between 2019 and now. All it would be is a name change.

Mayor Gilland said it would be the interpretation of that part of it that can get us or not get us because they can look at it like we weren't even using the right one. Gilland asked Marston if in 2021, when she did the 1.6 increase, if she knew that was outdated. Marston said she knew, but she didn't give it much thought because she was using the resolution based on

Marston stated she knew and didn't give it much thought because she was interpreting the resolution and did not make a mistake in doing that. She didn't think someone can say it was wrong. Gilland said she was wrong in not changing the name and bringing the amendment because the name was obsolete. Marston replied that she didn't disagree in doing a resolution to update and change the name, but she didn't think it would change anything from when the time that table became obsolete and was replaced with the new one because the data comes from the same place, which is the Bureau of Labor statistics.

Councilor Harvey believed they needed to come up with a way to make the people of Gervais feel like the City is doing something for them. Gilland said that could go on record and they could take a vote. Harvey felt since it hadn't been brought to them at the time for amendment that it fell on Marston. He hoped in the future things would be brought to them before this kind of stuff happened because they did have people making complaints. Marston explained she only knew of one person, but Harvey and Gilland objected and said there were more than that. Marston expressed that they should've brought the others to her attention.

Council President Wagner pointed out at the same time when we're talking about these resolutions those who were on council didn't say anything at that point. Wagner commented that the verbiage could be misconstrued as something wrong, but like the Mayor and Susie said, it's something that could be fixed and at this point John's expectation for the future was clear. Wagner set forth that the best thing to do is just to fix that and in regards to the

other monetary information and percentage rates, said someone needed to come out to explain rates to the council.

Mayor Gilland concurred and said she wanted a CPA or a professional credentialed in CPI rates. Marston stated that Gordon was credentialed in this area because he does deal with it and he would've been there tonight if he hadn't been on vacation. Wagner asked to invite him back to speak. Gilland wanted a CPA or a specialist in CPI. Bartch requested someone come and explain it in layman's terms, even if that meant Gordon came in with a PowerPoint from Deb Ghillardi. Harvey said it sounded like the council wanted more information and he was all for that but he didn't want to have to bring it up and vote on it the same night. If they came to an agreement at that meeting, he wanted to carry it to the following meeting to vote on it. He wanted to have time to process the information because he didn't like the pressure of having to vote the same night getting a lot of information. Harvey wanted to revisit this at the next meeting and then we move to the following meeting to approve it. Gilland agreed.

Councilor Bartch asked if there was a way to reach out to the city attorney to find out if there was a liability with the way the resolution stands now. Marston replied that she could answer with 100% confidence that they were not liable for anything right now, and based on how all other cities use the CPI, we are fine. Gilland responded that she knew with 100% positivity the resolution was wrong because the name was wrong. Councilor Bartch explained further she wanted to know whether or not because the name is wrong in the resolution, if that made them liable. She stated whether or not they should have used it was a different question because those were two different things. Marston said she would be glad to reach out to the attorney.

Council President Wagner asked Susie about the fire station and if they had found a spot for it. Marston stated the Woodburn Fire Chief would be at the next council meeting to provide an update. Gilland voiced that they did not have any financial or time involvement. She saw that she was invited to that meeting with Teresa Alonzo and for the record, stated she wasn't invited to that. She printed out the e-mail, and cc'd on it, but she didn't feel like she was invited because she would have tried to make that. Marston clarified that the staff report that was currently being discussed was a report the mayor asked her to include because it had information on the wastewater rates. It Marston's staff report from May 5th, it was old news and she didn't prepare it just for this worksession. Gilland asked Marston if she intended on using her time to help the Fire Chief in the new process. Marston replied as a partner in the community, she offered her support in working with them to get state funding, she hadn't spent any time on it as of yet, but it would require time.

In conclusion, the council asked Marston to check with attorney about liability and to check with someone on coming to talk to them.

When asked by Marston, Mayor Gilland announced that Ms. Clifton was the one who made the complaint and there were others who would follow suit. Clifton stated the Portland Area

Consumer Price index discontinued in March 20, 2019 and it was before this resolution was written.

6. Adjourn

Mayor Gilland adjourned the meeting at 8:46 pm.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON MARCH 31, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

City of Gervais
Bill List
July 1 - 26, 2022

6c

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Ace Chemical Toilet	7/14/2022	Spring Clean up portable toilet	General Fund	Admin	105.00
	7/1/2022	4th of July - portable toilets	4th of July	4th of July	375.00
				TOTAL:	480.00
Amazon Capital Services	7/14/2022	Binders, folders, batteries	General Fund	Admin	387.28
	7/14/2022	kleenex, copy paper	General Fund	Admin	136.03
				TOTAL:	523.31
Backflow Management	7/14/2022	June 2022 Backflow Services	Water Fund	Backflow	600.00
				TOTAL:	600.00
Beery, Elsner & Hammond LLP	7/26/2022	June 2022 Legal Services	General Fund	Admin	683.00
				TOTAL:	683.00
Bretthauer Oil Co.	7/7/2022	June 2022 Fuel Charges	General Fund	Police	1,919.50
	7/7/2022	June 2022 Fuel Charges	General Fund	Streets	200.33
	7/7/2022	June 2022 Fuel Charges	Water Fund	Water	200.33
	7/7/2022	June 2022 Fuel Charges	Sewer Fund	Sewer	200.33
				TOTAL:	2,520.49
BridgeTower OpCo, LLC	7/14/2022	Street Projects Bid Advertising	State Tax Street F	Streets	336.38
				TOTAL:	336.38
Brooks Hardware	7/14/2022	screws, bit set, whirl a way	General Fund	Streets	159.70
				TOTAL:	159.70
CIS Trust	7/5/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	147.42
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	156.53
	7/5/2022	EMPLOYEE/FAMILY MED INS	General Fund	Admin	294.67
	7/5/2022	KAI/WILL/CH	General Fund	Admin	30.62
	7/5/2022	LIFE INSURANCE	General Fund	Admin	1.55
	7/7/2022	2022-23 Property/ Liability	General Fund	Admin	5,960.14
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	147.42
	7/5/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	4,000.66
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	152.85
	7/5/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	1,445.32
	7/5/2022	EMPLOYEE/FAMILY MED INS	General Fund	Police	2,044.84
	7/5/2022	EMPLOYEE MED INSURANCE	General Fund	Police	1,584.78
	7/5/2022	KAI/WILL/CH	General Fund	Police	30.62
	7/5/2022	LIFE INSURANCE	General Fund	Police	21.18
	7/7/2022	2022-23 Property/ Liabilit	General Fund	Police	4,745.80
	7/7/2022	2022-23 Property/ Liabilit	General Fund	Streets	3,883.48
	7/7/2022	2022-23 Property/ Liabilit	General Fund	Parks	2,492.61
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	36.85
	7/5/2022	EMPLOYEE/FAMILY MED INS	General Fund	Court	196.45
	7/5/2022	KAI/WILL/CH	General Fund	Court	7.65
	7/5/2022	LIFE INSURANCE	General Fund	Court	0.31
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Streets	73.71
	7/5/2022	EMPLOYEE/SP MEDICAL INS	State Tax Street F	Streets	372.81
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Streets	422.01
	7/5/2022	EMPLOYEE/FAMILY MED INS	State Tax Street F	Streets	920.18
	7/5/2022	KAI/WILL/CH	State Tax Street F	Streets	15.31
	7/5/2022	LIFE INSURANCE	State Tax Street F	Streets	5.93

City of Gervais
Bill List
July 1 - 26, 2022

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
CIS Trust cont'd	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	147.42
	7/5/2022	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	484.65
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	344.75
	7/5/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	460.09
	7/5/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	687.56
	7/5/2022	KAI/WILL/CH	Water Fund	Water	30.62
	7/5/2022	LIFE INSURANCE	Water Fund	Water	7.65
	7/7/2022	2022-23 Property/ Liabilit	Water Fund	Water	12,822.17
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	147.42
	7/5/2022	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	484.65
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	344.75
	7/5/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	460.09
	7/5/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	687.56
	7/5/2022	KAI/WILL/CH	Sewer Fund	Sewer	30.62
	7/5/2022	LIFE INSURANCE	Sewer Fund	Sewer	7.65
	7/7/2022	2022-23 Property/ Liabilit	Sewer Fund	Sewer	23,043.18
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drain	Storm Drain	36.84
	7/5/2022	EMPLOYEE/SP MEDICAL INS	Storm Drain	Storm Drain	149.12
	7/5/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drain	Storm Drain	115.03
	7/5/2022	EMPLOYEE/FAMILY MED INS	Storm Drain	Storm Drain	204.48
	7/5/2022	EMPLOYEE/FAMILY MED INS	Storm Drain	Storm Drain	98.23
	7/5/2022	KAI/WILL/CH	Storm Drain	Storm Drain	7.65
	7/5/2022	LIFE INSURANCE	Storm Drain	Storm Drain	2.27
				TOTAL:	69,996.15
Charmin Gibson	7/1/2022	Copper Ridge Band-4th of July	4th of July	4th of July	700.00
				TOTAL:	700.00
City Sweepers, LLC	7/7/2022	Street sweeping - Resident	State Tax Street F	Streets	675.00
				TOTAL:	675.00
City of Woodburn	7/14/2022	2nd Qtr 2022	General Fund	Admin	361.25
	7/14/2022	2nd Qtr 2022	General Fund	Police	148.75
				TOTAL:	510.00
Columbia Bank Cardmember Services	7/7/2022	Domain Renewal	General Fund	Admin	42.34
	7/7/2022	USPS- Mailing- PD	General Fund	Police	10.95
	7/7/2022	Magnetic Dry Erase Board	General Fund	Police	750.00
	7/7/2022	Speed Signs- Warranty Return	General Fund	Streets	863.68
	7/7/2022	Event Permit	4th of July	4th of July	150.00
				TOTAL:	1,816.97
Correct Equipment	7/14/2022	9 water meter boxes	Water Fund	Water	818.00
				TOTAL:	818.00
DataVision Cooperative	7/7/2022	June 2022 Telephone Charge	General Fund	Admin	507.88
	7/7/2022	June 2022 Telephone Charge	General Fund	Police	262.75
	7/7/2022	June 2022 Telephone Charge	General Fund	Streets	45.05
	7/7/2022	June 2022 Telephone Charge	Water Fund	Water	45.05
	7/7/2022	June 2022 Telephone Charge	Sewer Fund	Sewer	45.06
				TOTAL:	905.79

City of Gervais
Bill List
July 1 - 26, 2022

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
G.W. Hardware	7/14/2022	plant food,bloom bstr,cble	General Fund	Streets	35.98
	7/14/2022	plant food,bloom bstr,cble	General Fund	Streets	39.99
				TOTAL:	75.97
Gagle's Heating AC & Plumbing	7/26/2022	June 2022 HVAC	General Fund	Admin	360.00
				TOTAL:	360.00
Gervais School District	7/14/2022	Grant Wrtnng Feb-April,May-	General Fund	Admin	900.00
	7/14/2022	Grant Wrtnng Feb-April,May-	General Fund	Admin	1,125.00
	7/14/2022	18 hrs@\$35-clean, field repair	D.A.R.E. Fund	Police	146.00
	7/14/2022	18 hrs@\$35-clean, field repair	Parks Fund	Parks	438.00
	7/14/2022	18 hrs@\$35-clean, field repair	Special Events	Special Events	146.00
				TOTAL:	2,755.00
HRA VEBA Plan	7/5/2022	HRA VEBA Contribution	General Fund	Admin	19.38
	7/5/2022	HRA VEBA Contribution	General Fund	Police	83.97
	7/5/2022	HRA VEBA Contribution	General Fund	Court	5.25
	7/5/2022	HRA VEBA Contribution	State Tax Street F	Streets	47.23
	7/5/2022	HRA VEBA Contribution	Water Fund	Water	54.23
	7/5/2022	HRA VEBA Contribution	Sewer Fund	Sewer	54.23
	7/5/2022	HRA VEBA Contribution	Storm Drain	Storm Drain	15.71
				TOTAL:	280.00
Internal Revenue Service	7/5/2022	FICA	General Fund	Admin	200.89
	7/5/2022	MEDICARE	General Fund	Admin	46.99
	7/5/2022	FICA	General Fund	Police	2,506.02
	7/5/2022	MEDICARE	General Fund	Police	586.09
	7/5/2022	FICA	General Fund	Court	61.10
	7/5/2022	MEDICARE	General Fund	Court	14.29
	7/5/2022	FICA	State Tax Street F	Streets	427.49
	7/5/2022	MEDICARE	State Tax Street F	Streets	99.98
	7/5/2022	FICA	Water Fund	Water	499.47
	7/5/2022	MEDICARE	Water Fund	Water	116.81
	7/5/2022	FICA	Sewer Fund	Sewer	499.47
	7/5/2022	MEDICARE	Sewer Fund	Sewer	116.81
	7/5/2022	FICA	Storm Drain	Storm Drain	144.85
	7/5/2022	MEDICARE	Storm Drain	Storm Drain	33.86
				TOTAL:	5,354.12
John E. Reid Associates, Inc	7/14/2022	ZRIse-Investigate,Interrogation	General Fund	Police	600.00
				TOTAL:	600.00
League of Oregon Cities	7/7/2022	Membership Dues 7/22-7/23	General Fund	Admin	2,440.24
				TOTAL:	2,440.24
Long Bros. Building Supply	7/14/2022	PVC Coupling	Sewer Fund	Sewer	5.59
				TOTAL:	5.59

City of Gervais
Bill List
July 1 - 26, 2022

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Mid-Willamette Valley COG	7/26/2022	Council rules - B Monahan	General Fund	Admin	680.00
	7/7/2022	Membership Dues 2022-23	General Fund	Admin	1,354.00
	7/7/2022	Econ Dev District Dues 202	General Fund	Admin	204.00
	7/26/2022	June 2022 Planning Service	General Fund	Admin	112.50
				TOTAL:	2,350.50
Moonlight Maintenance	7/14/2022	June 2022 Janitorial Svcs	General Fund	Admin	528.00
				TOTAL:	528.00
NW Natural Gas	7/14/2022	7/5-06/3/22 heating CH	General Fund	Admin	33.45
	7/14/2022	7/5-06/3/22 heating PD	General Fund	Police	15.76
				TOTAL:	49.21
OCCMA	7/7/2022	OCCMA Summer Conference	General Fund	Admin	400.00
				TOTAL:	400.00
Oregon Department of Motor Vehicles	7/14/2022	Oregon Vehicle Code	General Fund	Police	7.00
				TOTAL:	7.00
Oregon Department of Revenue	7/5/2022	SUTA	General Fund	Admin	14.27
	7/5/2022	WORKERS COMP	General Fund	Admin	0.72
	7/5/2022	SUTA	General Fund	Police	277.58
	7/5/2022	WORKERS COMP	General Fund	Police	12.66
	7/5/2022	SUTA	General Fund	Court	8.87
	7/5/2022	WORKERS COMP	General Fund	Court	0.22
	7/5/2022	SUTA	State Tax Street F	Streets	54.79
	7/5/2022	WORKERS COMP	State Tax Street F	Streets	2.23
	7/5/2022	SUTA	Water Fund	Water	56.15
	7/5/2022	WORKERS COMP	Water Fund	Water	2.20
	7/5/2022	SUTA	Sewer Fund	Sewer	56.15
	7/5/2022	WORKERS COMP	Sewer Fund	Sewer	2.20
	7/5/2022	SUTA	Storm Drain	Storm Drain	17.37
	7/5/2022	WORKERS COMP	Storm Drain	Storm Drain	0.68
				TOTAL:	506.09
PGE	7/14/2022	PGE- Multiple Meters	General Fund	Admin	557.39
	7/14/2022	PGE- Multiple Meters	General Fund	Streets	23.54
	7/14/2022	PGE- Multiple Meters	General Fund	Parks	13.10
	7/14/2022	PGE- Multiple Meters	State Tax Street F	Streets	35.30
	7/14/2022	PGE- Multiple Meters	State Tax Street F	Streets	23.28
	7/14/2022	PGE- Multiple Meters	State Tax Street F	Streets	1,722.87
	7/14/2022	PGE- Multiple Meters	Water Fund	Water	1,395.08
	7/14/2022	PGE- Multiple Meters	Water Fund	Water	473.17
	7/14/2022	PGE- Multiple Meters	Sewer Fund	Sewer	1,815.07
	7/14/2022	PGE- Multiple Meters	Sewer Fund	Sewer	117.87
	7/14/2022	PGE- Multiple Meters	Sewer Fund	Sewer	2,130.26
	7/14/2022	PGE- Multiple Meters	Sewer Fund	Sewer	282.67
				TOTAL:	8,589.60

City of Gervais
Bill List
July 1 - 26, 2022

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Pacific Office Automation	7/14/2022	Lease/Copier - CH	General Fund	Admin	183.10
	7/14/2022	Lease/Copier - PD	General Fund	Police	155.36
				TOTAL:	338.46
Pilar Zamora	7/14/2022	Court translating	General Fund	Court	160.00
				TOTAL:	160.00
Pitney Bowes	7/14/2022	Postage Refill	General Fund	Admin	97.28
	7/14/2022	Postage Refill	General Fund	Police	169.29
	7/14/2022	Postage Refill	Water Fund	Water	35.74
	7/14/2022	Postage Refill	Sewer Fund	Sewer	35.73
				TOTAL:	338.04
Prier Pipe & Supply, Inc.	7/26/2022	PVC - REPAIR	Sewer Fund	Sewer	174.41
				TOTAL:	174.41
Purdy's Car Wash and Detail	7/14/2022	Unit 3 - Detail	General Fund	Police	175.00
				TOTAL:	175.00
Salf Corporation	7/7/2022	07/2022-07/2023 Wrks Comp	General Fund	Admin	8,993.90
	7/7/2022	07/2022-07/2023 Wrks Comp	General Fund	Police	17,846.62
	7/7/2022	07/2022-07/2023 Wrks Comp	General Fund	Parks	195.07
	7/7/2022	07/2022-07/2023 Wrks Comp	General Fund	Court	167.75
	7/7/2022	07/2022-07/2023 Wrks Comp	General Fund	Council	97.16
	7/7/2022	07/2022-07/2023 Wrks Comp	State Tax Street F	Streets	5,348.22
	7/7/2022	07/2022-07/2023 Wrks Comp	Water Fund	Water	1,140.08
	7/7/2022	07/2022-07/2023 Wrks Comp	Sewer Fund	Sewer	1,550.73
				TOTAL:	35,339.53
Statewide Rent-a-Fence	7/7/2022	2022 4th of July Fence Rental	4th of July	4th of July	1,030.00
				TOTAL:	1,030.00
Susie Marston	7/26/2022	2022 OCCMA Conf-Reimburse	General Fund	Admin	163.75
				TOTAL:	163.75
Tangent Computer	7/7/2022	Spam Filter Upgrade-Outbnd	General Fund	Admin	431.31
	7/7/2022	Spam Filter Upgrade-Outbnd	General Fund	Police	140.22
	7/7/2022	Spam Filter Upgrade-Outbnd	General Fund	Court	116.29
	7/7/2022	Spam Filter Upgrade-Outbnd	Water Fund	Water	56.76
	7/7/2022	Spam Filter Upgrade-Outbnd	Sewer Fund	Sewer	56.88
	7/7/2022	Spam Filter Upgrade-Outbnd	Storm Drain	Storm Drain	53.89
				TOTAL:	855.35
US Postal Service	7/14/2022	Water/Sewer Postage Refill	Water Fund	Water	250.00
	7/14/2022	Water/Sewer Postage Refill	Sewer Fund	Sewer	250.00
				TOTAL:	500.00

City of Gervals
Bill List
July 1 - 26, 2022

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Vantagepoint Transfer Agents	7/5/2022	457B Contribution	General Fund	Police	476.21
				TOTAL:	476.21
Verizon Wireless	7/14/2022	June 02 - Jul 01 phone charge	General Fund	Police	448.49
	7/14/2022	June 02 - Jul 01 phone charge	General Fund	Streets	58.90
	7/14/2022	June 02 - Jul 01 phone charge	Water Fund	Water	58.90
	7/14/2022	June 02 - Jul 01 phone charge	Sewer Fund	Sewer	58.89
				TOTAL:	625.18
Waterlab Corp.	7/26/2022	Water/Wastewater Testing	Water Fund	Water	70.00
	7/26/2022	Water/Wastewater Testing	Sewer Fund	Sewer	1,267.50
				TOTAL:	1,337.50
Western Fireworks	7/1/2022	2022 Fireworks	4th of July	4th of July	2,434.91
				TOTAL:	2,434.91
Willamette Valley Security, Inc.	7/26/2022	07/01/22-09/30/22 Security	General Fund	Admin	299.55
				TOTAL:	299.55
				Grand Total:	149,274.00
Fund Totals					
	345	Fourth of July	4,689.91		
	305	D.A.R.E.	146.00		
	100	General	77,608.74		
	320	Parks	438.00		
	210	Wastewater	33,925.77		
	350	Special Events	146.00		
	110	State Tax Street	10,582.72		
	215	Storm Drain	879.98		
	200	Water	20,856.88		
		Total	149,274.00		

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

bd

100-General Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	906,530.00	0.00	0.00	0.00	906,530.00
Fees for Services	18,500.00	1,395.00	1,395.00	7.54	17,105.00
Fines & Forfeitures	60,000.00	2,482.00	2,482.00	4.14	57,518.00
Licenses & Permits	6,900.00	671.51	671.51	9.73	6,228.49
Intergovernmental Rev	195,765.00	5,121.68	5,121.68	2.62	190,643.32
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	512,870.00	0.00	0.00	0.00	512,870.00
TOTAL REVENUES	1,700,565.00	9,670.19	9,670.19	0.57	1,690,894.81
	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>					
General Government	603,823.00	31,522.47	31,522.47	5.22	572,300.53
Police Department	1,020,613.00	82,049.12	82,049.12	8.04	938,563.88
Street Department	43,239.00	5,310.65	5,310.65	12.28	37,928.35
Parks Department	5,029.00	2,700.78	2,700.78	53.70	2,328.22
Municipal Court	24,731.00	1,808.57	1,808.57	7.31	22,922.43
Mayor & City Council	3,130.00	97.16	97.16	3.10	3,032.84
TOTAL EXPENDITURES	1,700,565.00	123,488.75	123,488.75	7.26	1,577,076.25
	=====	=====	=====	=====	=====
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(113,818.56)	(113,818.56)		113,818.56

CITY OF GERRAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

110-State Tax Street Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	230,000.00	17,863.38	17,863.38	7.77	212,136.62
Fees for Services	0.00	0.00	0.00	0.00	0.00
Intergovernmental Rev	283,000.00	0.00	0.00	0.00	283,000.00
Fund Balance	<u>689,205.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>689,205.00</u>
TOTAL REVENUES	<u>1,202,205.00</u>	<u>17,863.38</u>	<u>17,863.38</u>	<u>1.49</u>	<u>1,184,341.62</u>
<u>EXPENDITURE SUMMARY</u>					
Street Improvement	<u>1,202,205.00</u>	<u>17,674.04</u>	<u>17,674.04</u>	<u>1.47</u>	<u>1,184,530.96</u>
TOTAL EXPENDITURES	<u>1,202,205.00</u>	<u>17,674.04</u>	<u>17,674.04</u>	<u>1.47</u>	<u>1,184,530.96</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	189.34	189.34	(	189.34)

CITY OF GERSAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

200-Water Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	900.00	0.00	0.00	0.00	900.00
Fees for Services	390,950.00	29,055.58	29,055.58	7.43	361,894.42
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>160,241.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>160,241.00</u>
TOTAL REVENUES	<u>552,091.00</u>	<u>29,055.58</u>	<u>29,055.58</u>	<u>5.26</u>	<u>523,035.42</u>
<u>EXPENDITURE SUMMARY</u>					
Water	444,291.00	28,651.11	28,651.11	6.45	415,639.89
Water System Improvement	100,000.00	0.00	0.00	0.00	100,000.00
Water Backflow	<u>7,800.00</u>	<u>600.00</u>	<u>600.00</u>	<u>7.69</u>	<u>7,200.00</u>
TOTAL EXPENDITURES	<u>552,091.00</u>	<u>29,251.11</u>	<u>29,251.11</u>	<u>5.30</u>	<u>522,839.89</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	195.53) (	195.53)		195.53

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

210-Sewer Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	650.00	0.00	0.00	0.00	650.00
Fees for Services	845,435.00	30,866.61	30,866.61	3.65	814,568.39
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>142,881.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>142,881.00</u>
TOTAL REVENUES	<u>988,966.00</u>	<u>30,866.61</u>	<u>30,866.61</u>	<u>3.12</u>	<u>958,099.39</u>
<u>EXPENDITURE SUMMARY</u>					
Sewer	<u>988,966.00</u>	<u>42,320.00</u>	<u>42,320.00</u>	<u>4.28</u>	<u>946,646.00</u>
TOTAL EXPENDITURES	<u>988,966.00</u>	<u>42,320.00</u>	<u>42,320.00</u>	<u>4.28</u>	<u>946,646.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	11,453.39) (	11,453.39)		11,453.39

CITY OF GERV AIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

215-Storm Drainage
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	75.00	0.00	0.00	0.00	75.00
Fees for Services	61,050.00	4,959.23	4,959.23	8.12	56,090.77
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>19,238.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>19,238.00</u>
TOTAL REVENUES	<u>80,363.00</u>	<u>4,959.23</u>	<u>4,959.23</u>	<u>6.17</u>	<u>75,403.77</u>
<u>EXPENDITURE SUMMARY</u>					
Storm Drainage	<u>80,363.00</u>	<u>3,298.22</u>	<u>3,298.22</u>	<u>4.10</u>	<u>77,064.78</u>
TOTAL EXPENDITURES	<u>80,363.00</u>	<u>3,298.22</u>	<u>3,298.22</u>	<u>4.10</u>	<u>77,064.78</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,661.01	1,661.01	(	1,661.01)

CITY OF GERRAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

300-Water Reserve
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	100.00	0.00	0.00	0.00	100.00
Other	15,000.00	0.00	0.00	0.00	15,000.00
Fund Balance	<u>15,113.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>15,113.00</u>
TOTAL REVENUES	<u>30,213.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,213.00</u>
<u>EXPENDITURE SUMMARY</u>					
Water Reserve	<u>30,213.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,213.00</u>
TOTAL EXPENDITURES	<u>30,213.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,213.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

305-D.A.R.E. Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	35.00	0.00	0.00	0.00	35.00
Fees for Services	5,000.00	0.00	0.00	0.00	5,000.00
Other	1,500.00	1,500.00	1,500.00	100.00	0.00
Fund Balance	<u>3,003.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>3,003.00</u>
TOTAL REVENUES	<u>9,538.00</u>	<u>1,500.00</u>	<u>1,500.00</u>	<u>15.73</u>	<u>8,038.00</u>
<u>EXPENDITURE SUMMARY</u>					
D.A.R.E. Fund	<u>9,538.00</u>	<u>146.00</u>	<u>146.00</u>	<u>1.53</u>	<u>9,392.00</u>
TOTAL EXPENDITURES	<u>9,538.00</u>	<u>146.00</u>	<u>146.00</u>	<u>1.53</u>	<u>9,392.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	1,354.00	1,354.00	(	1,354.00)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

310-PD Vehicle Replacement
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	120.00	0.00	0.00	0.00	120.00
Fees for Services	650.00	10.00	10.00	1.54	640.00
Intergovernmental Rev	0.00	0.00	0.00	0.00	0.00
Other	10,000.00	0.00	0.00	0.00	10,000.00
Fund Balance	<u>38,643.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,643.00</u>
TOTAL REVENUES	<u>49,413.00</u>	<u>10.00</u>	<u>10.00</u>	<u>0.02</u>	<u>49,403.00</u>
<u>EXPENDITURE SUMMARY</u>					
PD Vehicle Repacement	<u>49,413.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>49,413.00</u>
TOTAL EXPENDITURES	<u>49,413.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>49,413.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	10.00	10.00	(	10.00)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

312-Capital Reserve Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	350.00	0.00	0.00	0.00	350.00
Fees for Services	15,600.00	1,300.00	1,300.00	8.33	14,300.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>54,247.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>54,247.00</u>
TOTAL REVENUES	<u>70,197.00</u>	<u>1,300.00</u>	<u>1,300.00</u>	<u>1.85</u>	<u>68,897.00</u>
<u>EXPENDITURE SUMMARY</u>					
Capital Reserve Fund	<u>70,197.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>70,197.00</u>
TOTAL EXPENDITURES	<u>70,197.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>70,197.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,300.00	1,300.00	(	1,300.00)

CITY OF GERVASIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

315-Bike Path Construction
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	65.00	0.00	0.00	0.00	65.00
Other	1,000.00	0.00	0.00	0.00	1,000.00
Fund Balance	<u>9,404.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>9,404.00</u>
TOTAL REVENUES	<u>10,469.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,469.00</u>
<u>EXPENDITURE SUMMARY</u>					
Bike Path Construction	<u>10,469.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,469.00</u>
TOTAL EXPENDITURES	<u>10,469.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,469.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

320-Parks Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	300.00	0.00	0.00	0.00	300.00
Fees for Services	0.00	254.75	254.75	0.00 (	254.75)
Fines & Forfeitures	0.00	0.00	0.00	0.00	0.00
Licenses & Permits	0.00	0.00	0.00	0.00	0.00
Intergovernmental Rev	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>71,594.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,594.00</u>
TOTAL REVENUES	<u>71,894.00</u>	<u>254.75</u>	<u>254.75</u>	<u>0.35</u>	<u>71,639.25</u>
<u>EXPENDITURE SUMMARY</u>					
Parks	<u>71,894.00</u>	<u>438.00</u>	<u>438.00</u>	<u>0.61</u>	<u>71,456.00</u>
TOTAL EXPENDITURES	<u>71,894.00</u>	<u>438.00</u>	<u>438.00</u>	<u>0.61</u>	<u>71,456.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	183.25) (	183.25)		183.25

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

330-Water SDC Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	200.00	0.00	0.00	0.00	200.00
Fees for Services	194,792.00	11,238.00	11,238.00	5.77	183,554.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>60,491.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>60,491.00</u>
TOTAL REVENUES	<u>255,483.00</u>	<u>11,238.00</u>	<u>11,238.00</u>	<u>4.40</u>	<u>244,245.00</u>
<u>EXPENDITURE SUMMARY</u>					
Water SDC	<u>255,483.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>255,483.00</u>
TOTAL EXPENDITURES	<u>255,483.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>255,483.00</u>
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	11,238.00	11,238.00	(	11,238.00)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

335-Sewer SDC Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	3,400.00	0.00	0.00	0.00	3,400.00
Fees for Services	300,508.00	9,837.00	9,837.00	3.27	290,671.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	516,730.00	0.00	0.00	0.00	516,730.00
TOTAL REVENUES	820,638.00	9,837.00	9,837.00	1.20	810,801.00
<u>EXPENDITURE SUMMARY</u>					
Sewer SDC	820,638.00	0.00	0.00	0.00	820,638.00
TOTAL EXPENDITURES	820,638.00	0.00	0.00	0.00	820,638.00
REVENUES OVER/ (UNDER) EXPENDITURES	0.00	9,837.00	9,837.00	(	9,837.00)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

340-Storm Water SDC
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	750.00	0.00	0.00	0.00	750.00
Fees for Services	67,652.00	5,061.00	5,061.00	7.48	62,591.00
Fund Balance	<u>116,613.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>116,613.00</u>
TOTAL REVENUES	<u>185,015.00</u>	<u>5,061.00</u>	<u>5,061.00</u>	<u>2.74</u>	<u>179,954.00</u>
<u>EXPENDITURE SUMMARY</u>					
Storm Water SDC	<u>185,015.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185,015.00</u>
TOTAL EXPENDITURES	<u>185,015.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>185,015.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,061.00	5,061.00	(	5,061.00)

CITY OF GERRAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

342-Parks SDC
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	750.00	0.00	0.00	0.00	750.00
Fees for Services	122,512.00	7,068.00	7,068.00	5.77	115,444.00
Fund Balance	<u>118,920.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>118,920.00</u>
TOTAL REVENUES	<u>242,182.00</u>	<u>7,068.00</u>	<u>7,068.00</u>	<u>2.92</u>	<u>235,114.00</u>
<u>EXPENDITURE SUMMARY</u>					
Parks SDC	<u>242,182.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>242,182.00</u>
TOTAL EXPENDITURES	<u>242,182.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>242,182.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	7,068.00	7,068.00	(	7,068.00)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

345-4th of July
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	20.00	0.00	0.00	0.00	20.00
Fees for Services	0.00	60.00	60.00	0.00 (	60.00)
Other	0.00	993.47	993.47	0.00 (	993.47)
Fund Balance	<u>2,368.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>2,368.00</u>
TOTAL REVENUES	<u>2,388.00</u>	<u>1,053.47</u>	<u>1,053.47</u>	<u>44.12</u>	<u>1,334.53</u>
<u>EXPENDITURE SUMMARY</u>					
4th of July	<u>2,388.00</u>	<u>4,689.91</u>	<u>4,689.91</u>	<u>196.39</u> (	<u>2,301.91)</u>
TOTAL EXPENDITURES	<u>2,388.00</u>	<u>4,689.91</u>	<u>4,689.91</u>	<u>196.39</u> (	<u>2,301.91)</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	3,636.44)	3,636.44)		3,636.44

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

350-Special Events
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	20.00	0.00	0.00	0.00	20.00
Fees for Services	0.00	0.00	0.00	0.00	0.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>915.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>915.00</u>
TOTAL REVENUES	<u>935.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>935.00</u>
<u>EXPENDITURE SUMMARY</u>					
Special Events	<u>935.00</u>	<u>146.00</u>	<u>146.00</u>	<u>15.61</u>	<u>789.00</u>
TOTAL EXPENDITURES	<u>935.00</u>	<u>146.00</u>	<u>146.00</u>	<u>15.61</u>	<u>789.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	146.00) (	146.00)		146.00

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

360-American Rescue Fund
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	281,000.00	0.00	0.00	0.00	281,000.00
Other	281,000.00	0.00	0.00	0.00	281,000.00
Fund Balance	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>562,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>562,000.00</u>
<u>EXPENDITURE SUMMARY</u>					
Capital Outlay	<u>562,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>562,000.00</u>
TOTAL EXPENDITURES	<u>562,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>562,000.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

500-Debt - Water
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<hr/>					
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	250.00	0.00	0.00	0.00	250.00
Other	20,000.00	0.00	0.00	0.00	20,000.00
Fund Balance	<u>21,584.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21,584.00</u>
TOTAL REVENUES	<u>41,834.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,834.00</u>
<hr/>					
<u>EXPENDITURE SUMMARY</u>					
Debt - Water	<u>41,834.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,834.00</u>
TOTAL EXPENDITURES	<u>41,834.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,834.00</u>
<hr/>					
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JULY 31ST, 2022

510-Debt - Sewer
FINANCIAL SUMMARY

08.33% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	650.00	0.00	0.00	0.00	650.00
Other	58,000.00	0.00	0.00	0.00	58,000.00
Fund Balance	<u>70,095.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>70,095.00</u>
TOTAL REVENUES	<u>128,745.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>128,745.00</u>
<u>EXPENDITURE SUMMARY</u>					
Debt - Sewer	<u>128,745.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>128,745.00</u>
TOTAL EXPENDITURES	<u>128,745.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>128,745.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

STAFF REPORT TO THE GERVAIS CITY COUNCIL

REPORT DATE: July 28, 2022

HEARING DATE: August 4, 2022, continued from July 7, 2022

FILE: Public Alley Vacation, file #VAC 2021-02

APPLICANT: Scott Mickalson, 775 Hemlock Avenue, Gervais

REQUEST: Applicant has submitted a petition, along with all required signatures, to vacate the 20-foot by 200-foot public alley within Block 68 of the Gervais Plat, bound by Ivy Avenue, Hemlock Avenue, 7th Street, and 8th Street. The applicant requests the public alley vacation in order to increase the yards of the abutting houses.

LOCATION: Block 68 of the Gervais Plat, bound by 7th Street, 8th Street, Hemlock Avenue, and Ivy Avenue.

BENEFITTING PROPERTIES:

Tax Lot	Lot	Address	Owner(s)
052W26AC04400	1 & 2	720 IVY AVE	ARELLANO, LUIS & ARELLANO, MOISES 720 IVY AVE GERVAIS, OR 97026
052W26AC04500	3 & 4	825 7TH ST	ARNOLD, IRINA PO BOX 145 GERVAIS, OR 97026
052W26AC04600	5 & 6	775 HEMLOCK AVE	MICKALSON, SCOTT L 775 HEMLOCK AVE GERVAIS, OR 97026
052W26AC04700	7 & 8	760 IVY AVE	BETANCOURT, JESUS 760 IVY AVE GERVAIS, OR 97026

ATTACHMENT: 1) Petition with signatures and map of affected area

CRITERIA: Oregon Revised Statutes (ORS) 271.080 through 271.230

I. BACKGROUND

VICINITY MAP (Source: Marion County Tax Assessor Map, 2022)



AERIAL IMAGE (Source: Marion County GIS, 2022)



II. PROCEDURE

Procedures for vacations are provided in Oregon Revised Statutes (ORS) 271.010 through 271.230.

Pursuant to ORS 271.100, the City Council conducts a public hearing to consider the petition. Under ORS 271.120, the Council shall hear the petition and objections and shall determine the following:

- A. Whether the consent of the owners of the requisite area has been obtained,
- B. Whether the notice was duly given, and
- C. Whether the public interest will be prejudiced by the vacation.

If such matters are determined in favor of the petition, the Council by ordinance shall make such determination and vacate the affected alley. The Council may, upon hearing, grant the petition in part or deny in part, and make such reservations as appear to be for the public interest. A certified copy of an ordinance vacating the alley shall be filed for the record with the Marion County Clerk, Assessor, and Surveyor.

III. APPEAL

A City Council decision on the vacation of a street, or other areas listed in ORS 271.080(1), includes elements of a land use decision and those land use elements are appealable to the Oregon Land Use Board of Appeals (LUBA). Additionally, a City Council decision on a vacation is appealable in accordance with ORS 271.130(4) by, "Any property owner affected by the order of vacation or the order awarding damages or benefits in such vacation proceedings may appeal to the circuit court of the county where such city is situated in the manner provided by the city charter. If the charter does not provide for such appeal, the appeal shall be taken within the time and in substantially the manner provided for taking an appeal from justice court in civil cases."

IV. CRITERIA AND FINDINGS OF FACT

Pursuant to ORS 271.120 'Hearing; determination,' the governing body shall hear the petition and objections and shall determine:

- A. Whether the consent of the owners of the requisite area has been obtained;*

FINDINGS: Vacation petitions initiated by private property owners require *"the consent of the owners of all abutting property and of not less than two-thirds in area of the real property affected thereby. The real property affected thereby shall be deemed to be the land lying on either side of the street or portion thereof proposed to be vacated and extending laterally to the next street that serves as a parallel street, but in any case not to exceed 200 feet, and the land for a like lateral distance on either side of the street for 400 feet along its course beyond each terminus of the part proposed to be vacated."*

The applicant's original petition did not include all affected property owner signatures described in ORS 271.120(A) above. The applicant gathered and submitted additional neighbor signatures. The attached petition signatures now represent 100% of the abutting property owners and two-thirds of the affected area property owners. This criterion is met.

B. Whether notice has been duly given; and

FINDINGS: Pursuant to ORS 271.110 'Notice of Public Hearing,' the city shall give notice of the petition and hearing by publishing a notice in the newspaper once each week for two consecutive weeks prior to the hearing. The city shall also post at least two notices at the physical location of the proposed vacation at least 14 days prior to the first public hearing. Additionally, the Gervais Development Code (GDC) lists a vacation as a Type III land use action which requires a mailed notice at least 20 days prior to the first public hearing to property owners within one hundred (100) feet of the boundaries of the subject property (right-of-way).

A notice of public hearing was mailed to property owners within 100 feet of the subject properties at least 20 days prior to the first public hearing. A notice of public hearing was published in the Woodburn Independent Newspaper on July 20 and July 27, 2022. The physical notices of public hearing were posted on the site of the proposed vacations by City staff at least 14 days prior to the public hearing. Requirements for public notice found in both the ORS and GDC have been satisfied. This criterion is met.

C. Whether the public interest will be prejudiced by the vacation.

FINDINGS: The aerial photo provided above shows the subject public alley is currently an unimproved grass strip abutting four single-family homes. No comments or concerns were received from any property owner or member of the public. A request for comments (RFC) was sent to City departments and partner agencies. Comments were received back from City Public Works, City Engineer, DataVision (Gervais Telephone), Marion County Public Works, and NW Natural Gas Company. From these responses, it was determined that there are currently no main line or service line utilities, including water, sewer, storm, telephone, or natural gas in the public alley. City Engineer Gordon Munro confirmed that the utilities are built out in this area, so no additional lines would be required through the alley. Further, there is no reason for the City to retain the alley right-of-way for the purpose of street connectivity within the local transportation system. The four lots abutting the alley take access from the surrounding streets. This section of alley only extends two blocks. The City does not have a need to reserve a public/private utility easement with this alley vacation. Staff has no concerns with the proposed alley vacation. This criterion is met.

V. SUMMARY & RECOMMENDED CONDITIONS OF APPROVAL

The applicable state and local procedure and criteria have been satisfied for the requested alley vacation. Staff recommends that the Gervais City Council approve the vacation of the Block 68 public alley, subject to the following conditions of approval:

1. A certified copy of the enacting City Ordinance and its Exhibits vacating the public right-of-way shall be recorded with the Marion County Clerk, Assessor, and Surveyor.
2. The petitioner shall bear the full cost of preparing, recording, and filing the certified copy of the City Ordinance and Exhibits.
3. The recorded City Ordinance and Exhibits shall be returned to the City.

VI. CITY COUNCIL ACTION OPTIONS

The City Council has the following options:

- A. APPROVE the alley vacation, adopt the findings and recommended conditions of approval presented in the staff report to the City Council, and direct staff to present an enacting ordinance.
- B. APPROVE the alley vacation, adopt the findings and recommended conditions of approval presented in the staff report to the City Council AS MODIFIED BY THE CITY COUNCIL (stating those changes), and direct staff to present an enacting ordinance.
- C. DENY the alley vacation, stating how the statute is not met, and the basis for denial.
- D. CONTINUE the public hearing to a date and time certain, stating what additional information is needed to make a final decision on the matter.

VII. RECOMMENDED MOTION

I move to approve vacation of the 20-foot wide by 200-foot long public alley located within block 68 of the Gervais Town Plat, adopt the findings and recommended conditions of approval presented in the staff report, and direct staff to present an enacting ordinance.

ATTACHMENT 1

COMPLETE ALLEY VACATION PETITION SUBMITTED BY APPLICANT

CITY OF GERVAIS

Docket No
Date Filed:
Fee Paid \$1500.00 \$1400.-
Receipt No. 96867 9/3/2021

VACATION PETITION

☐ Street ☐ Alley

Name of the Petitioner: Scott Mickelson

Mailing Address of the Petitioner: PO Box 193 Gervais ore

Physical Address of the Petitioner: 775 Hemlock Ave gervais ore

Telephone No. of the Petitioner: 503-880-1773

Description of the ground to be vacated: Alley

Purpose of which the ground is to be used: extend property of all houses

Reason for the vacation: _____

Explain how the vacation will or will not affect the general vehicular traffic in the area: will NOT as two houses have fences in alley

List surrounding land uses (such as residential, vacant...): Residential

Explain how the vacation will or will not affect public facilities (water, sewer, power, telephone...): NA

List any utilities that have current easements through the area petitioned to be vacated: NONE

List any structures (fences, buildings. . .) that are currently in the petitioned vacated area: NONE

ATTACH THE FOLLOWING TO THIS PETITION:

- ▶ Map of the petitioned area

- Written consent of all abutting property owners and
- Written consent of not less than two-thirds of property owners in the affected area

Affected area is:

- Land lying on either side of the street to be vacated and*
- Extending laterally to the next parallel street, but not more than 200 feet*
- Land for 400 feet on either end of the portion to be vacated*

CERTIFICATION:

I hereby certify that all information, maps and supplement information submitted are in all respects true and correct to the best of my knowledge and belief. I also, understand and agree to reimburse the City of Gervais for costs incurred on my behalf for planning, engineering, legal services or others as they may relate to my petition.

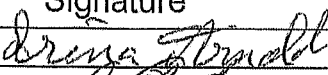
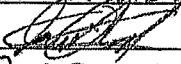
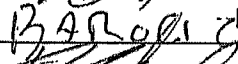

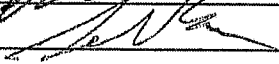
Dated this 3rd day of

Sept

Petitioner's Signature: 

Surrounding Areas

By signing below, I have no opposition to an alley vacation on Block 68,
located between Ivy Ave and Hemlock Ave and 7th St. and 8th St.


Name (print)	Signature	Gervais Address
Irina Arnold		825 7th St Gervais
Jesus Batancourt P.		760 Ivy Ave Gervais
MOISES ARUHO		720 Ivy Ave Gervais
Tyler and Nicole Cook		770 Hemlock Ave Gervais
Scott Michelson		775 Hemlock Ave Gervais

ALLEY VACATION PETITION, FILE #VAC 2021-02

BLOCK 68 – 7th St / 8th St / Ivy Ave / Hemlock Ave

OWNERSHIP & SIGNATURES

100% of these signatures are required:

Tax Lot	Lot	Address	Owner(s)	Signature
052W26AC04400	1 & 2	720 IVY AVE	ARELLANO, LUIS & ARELLANO, MOISES 720 IVY AVE GERVAIS, OR 97026	<input checked="" type="checkbox"/>  X RECEIVED IN PETITION APPLICATION
052W26AC04500	3 & 4	825 7TH ST	ARNOLD, IRINA PO BOX 145 GERVAIS, OR 97026	X RECEIVED IN PETITION APPLICATION
052W26AC04600	5 & 6	775 HEMLOCK AVE	MICKALSON, SCOTT L 775 HEMLOCK AVE GERVAIS, OR 97026	X PETITION APPLICANT, SIGNATURE SUBMITTED
052W26AC04700	7 & 8	760 IVY AVE	BETANCOURT, JESUS 760 IVY AVE GERVAIS, OR 97026	X RECEIVED IN PETITION APPLICATION

Signatures of property owners of 2/3 the area of the "Affected Area" are required:

By signing below, the following property owners consent to the city vacating the unimproved public alley located in Block 68, which is bound by 7th Street, 8th Street, Ivy Avenue, and Hemlock Avenue. Pursuant to the Oregon Revised Statutes (ORS) 271.140, the vacated alley will be split down the middle, and the title to those lands will be attached to the bordering private properties. The public alley is currently 20 feet wide by 200 feet long. If approved by the City Council following a public hearing, each abutting property owner would gain 10-foot wide portions.




The following property owner information was provided by Marion County Tax Assessor records in November of 2021.

Tax Lot	Lot	Address	Owner(s)	Size	Signatures
Block 66				16,000	
052W26AB000801	3 (part) + 4	1030 7TH ST	WELLS, TAMARA A 1030 7TH ST GERVAIS, OR 97026	8,000	X Jami Wells X
052W26AB000802	5 + 6 (part)	1040 8TH ST	CAMACHO, PEDRO & CAMACHO, MARICRUZ 1040 8TH ST GERVAIS, OR 97026	8,000	X Pedro Camacho X

Tax Lot	Lot	Address	Owner(s)	Size	Signatures
Block 67				38,712	
052W26AB02101	1 + 2	985 7TH ST	DOUSAY, RICHARD & DOUSAY, JEAN 985 7TH ST GERVASIS, OR 97026	10,000	X Richard Dousay X Jean Dousay
052W26AB02000	3	945 7TH ST	FLORES, JOSE SANDOVAL & PAVON, JUSTINA TORRES PO BOX 586 GERVASIS, OR 97026	5,000	X Justina Torres X Jose Sandoval
052W26AB02001	4	925 7TH ST	SHADRIN, KIRIL A &	5,000	X Kiril A Shadrin


052W26AB02400	5 part + 6	785 IVY AVE	SHADRIN, VASSA PO BOX 473 MOUNT ANGEL, OR 97362		X <i>Vass Shadrin</i> X
052W26AB02300	7	N/A	LOPEZ, LORENZO & LOPEZ, ELIZABETH 785 IVY AV GERVAIS, OR 97026	8,712	X <i>Elizabeth Lopez</i> X <i>Lorenzo Lopez</i>
052W26AB02200	7	0 8TH ST	LOPEZ, LORENZO & LOPEZ, ELIZABETH 785 IVY AV GERVAIS, OR 97026	2,500	X <i>Elizabeth Lopez</i> X <i>Lorenzo Lopez</i>
052W26AB02100	8	960 8TH ST	RAMIREZ, ROSA GLORIA LOPEZ LOPEZ, LUIS ALBERTO RAMIREZ 960 8TH ST GERVAIS, OR 97026	2,500	X <i>Rosa Lopez</i> X <i>Al Ramirez</i>
052W26AB02100	8	960 8TH ST	RAMIREZ, ROSA GLORIA LOPEZ LOPEZ, LUIS ALBERTO RAMIREZ 960 8TH ST GERVAIS, OR 97026	5,000	X <i>Rosa Lopez</i> X <i>Al Ramirez</i>
Block 69				34,585	
052W26BD00302	1 (part) +2 (part)	785 7TH ST	UNGER, MARK L RED WILLOW APARTMENTS PO BOX 199 SILVERTON, OR 97381	5,000	X
052W26BD00300	1 (part) +2 (part)	785 7TH ST	UNGER, MARK L RED WILLOW APARTMENTS PO BOX 199 SILVERTON, OR 97381	5,000	X
052W26BD00301	3	765 7TH ST	UNGER, MARK L RED WILLOW APARTMENTS PO BOX 199 SILVERTON, OR 97381	5,000	X

052W26BD00400	4	725 7TH ST	CABALLERO, SANDRA & CABALLERO, FERNANDO M 725 7TH ST GERVAIS, OR 97026	5,000	<input checked="" type="checkbox"/> <i>Sandra Caballero</i> <input checked="" type="checkbox"/> <i>F Caballero</i>
052W26BD00200	5 + 6 + 7 (part)	775 GROVE AVE	SALAZAR, SERGIO DIAZ PO BOX 464 GERVAIS, OR 97026	8,321	<input checked="" type="checkbox"/> <i>Sergio Diaz</i>
052W26BD00100	7 (part) + 8 (part)	770 HEMLOCK AVE	COOK, TYLER S & COOK, NICOLE M 770 HEMLOCK AVE GERVAIS, OR 97026	6,264	X SIGNATURE RECEIVED WITH PETITION <input checked="" type="checkbox"/> <i>[Signature]</i>
Block 70					
052W26BD02600	1 + 2 (part) + 7 (part) + 8	605 7TH ST GERVAIS	SACRED HEART-ST LOUIS SACRED HEART CATHOLIC SCHOOL CATHOLIC CHURCH PO BOX 236 GERVAIS, OR 97026	15,120 (of larger)	<input checked="" type="checkbox"/> <i>Melanie Saefeld</i> <i>Business Manager</i>
Ivy Woods Estates					
052W26BA06300	Lot 1	820 8TH ST	PACIFIC EDGE DEVELOPMENT INC 3115 W MARCH LN STE 150 STOCKTON, CA 95219	7,117	<input checked="" type="checkbox"/>
052W26BA06400	Lot 2	800 8TH ST	PACIFIC EDGE DEVELOPMENT INC 3115 W MARCH LN STE 150 STOCKTON, CA 95219	6,600	<input checked="" type="checkbox"/>
052W26BA06500	Lot 3	780 8TH ST	PACIFIC EDGE DEVELOPMENT INC 3115 W MARCH LN STE 150 STOCKTON, CA 95219	6,600	<input checked="" type="checkbox"/>

052W26BA12500	Tract A	Stormwater Facility	CITY OF GERVAIS PO BOX 329 GERVAIS, OR 97026	13,672	TRACT A STORMWATER FACILITY IS CONSIDERED REAL PROPERTY. CITY STAFF CANNOT SIGN PETITION. CITY COUNCIL MUST HOLD PUBLIC HEARING.
052W26BA06600	Lot 4	680 8TH ST	GARCIA, MARGARITA HURTADO, KENIA M SANDOVAL RINCON, DANIEL CRUZ 680 8TH ST GERVAIS, OR 97026	7,546	<div> <div>X</div> <div>X</div> <div>X</div> </div> <div>    </div>
			TOTAL		
<div>NOTE: Signatures required representing 2/3 of the total "Affected Area" are required</div> <div>TOTAL AFFECTED AREA 145,952 SF * (2/3) = minimum 97,204 SF required</div>					

052W26BA12500	Tract A	Stormwater Facility	CITY OF GERVAIS PO BOX 329 GERVAIS, OR 97026	13,672	TRACT A STORMWATER FACILITY IS CONSIDERED REAL PROPERTY. CITY STAFF CANNOT SIGN PETITION. CITY COUNCIL MUST HOLD PUBLIC HEARING.
052W26BA06600	Lot 4	680 8TH ST	GARCIA, MARGARITA HURTADO, KENIA M SANDOVAL RINCON, DANIEL CRUZ 680 8TH ST GERVAIS, OR 97026	7,546	X X X
			TOTAL		
NOTE: Signatures required representing 2/3 of the total "Affected Area" are required TOTAL AFFECTED AREA 145,952 SF * (2/3) = minimum 97,204 SF required					

6300 Lot #1 820 8th St Pacific Edge Develop. 7,117 X
 6400 Lot #2 800 8th St " " 6600 X
 6500 Lot #3 780 8th St " " 6600 X

Signature


City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
1	10/07/21	Park Lighting	Need deterrent for vandalism.	John	Researching pricing and options. John R will report at 12/2/21 council meeting. Susie to look at budget once approximate costs are known. John will provide lighting options and pricing on 1/6. Estimate is \$5000 and should be budgeted for next year. In FY 2022-23 Budget. John has met with electrician to work on a base plan with cost estimate for the council to consider.
2	11/04/21	Look into costs of expanding concrete pad on Hemlock (east of 5 th) to provide for another basketball hoop	Provide more hoops in town.	John	Researching pricing and options. John R will report at 12/2/21 council meeting. Susie to look at budget once approximate costs are known. Not sufficient room to expand. Council asked for additional hoop. Cost estimate @ \$3,000 plus equipment rental to install. Budget for this in FY 2022-2023? In FY 2022-23 Budget.
3	3/4/21	Generator for City Hall	Need power at City Hall to operate Emergency Operation Center during emergencies in times of power outages.	Mark	Council approved grant agreement with OEM to award funding for the purchase of a generator on 11/04/21. Researching installation options and final costs. Wait will be about 40 weeks once it is ordered, unless another option is available. Received fully executed grant award. Quarterly reports are required. Waiting for cost information on some portable generators from Cummins. Electrical work is expected to be completed by summer. Waiting for bids for the generator and electrical work. Waiting on one electrical bid. Council to consider cost estimates for approval. Council approved purchase of generator on June 2 nd ; Chief Chase will work with vendor on getting it ordered and installed. Moving forward with getting one fit for the space.
5	02/2021	WWTP Poplar Tree Crop Restoration	February, 2021 ice storm	Susie/John	Bid opening was 10/27/21. Council gave intent to award contract to Advanced Land Management on

City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
		(Part of City's natural infrastructure, integral to the wastewater treatment system)	damaged poplar tree farm at wastewater lagoons. Near complete loss.		11/4/21 for \$228,000. Funding provided by FEMA and Business Oregon. Onsite FEMA inspection 11/18/21. An insurance claim has been submitted to CIS. The claim was approved. The contract was signed and work is expected to begin in the next 3-4 weeks. Work began on 2/22 and 8 of the 10 zones have trees cleared away. Zones 2-5 are operational, trees are planted and new irrigation is installed. Two more zones have been completed and are near operational status. Project is nearly finished with 2 zones left to finish and the fence repair/replacement. No new updates – hope to have an update before council meeting. Near finished.
6	11/4/21	Share grant writer services with Gervais School District.	Find community development opportunities and funding in response to growth.	Susie	Council moved to partner with Gervais SD on grant writing services of Lisa Leslie 11/4/21 and contribute \$5,000. Susie & Dandy were notified on 11/30 that she cannot commit to the work. Susie is checking with COG for same services. Susie and Dandy met with a new potential grant writer who will provide a proposal for her work. Hilda Rosselli presented at the joint meeting with the SD. She has access to grant programs, but City needs to identify projects and have plans such as park lighting. SD working on contract for services, Hilda researching T-Mobile grant for park lighting, lighting on SD walking trail, garbage cans, cameras, etc. T-Mobile grant deadline is June.
7	11/4/21	Grove/7 th Sidewalk and Street Improvements	Improve accessibility near Ivy Woods Subdivision	Susie/John	Notified that the City was awarded \$100,000 SCA Grant for this project. Grant award was approved, executed agreement from ODOT was received 12/8, along with Notice to Proceed. City engineer will start design soon. Design has begun – city addressing property owner plants in right-of-way to properly design sidewalk.

City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
					Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4 th . Intent to award will be given at August 4th council meeting.
8	10/2021	Skate Park	Youth requested council to build a skate park	Ad Hoc Committee	Assigned to Ad Hoc Committee at the October council meeting. Laura Clifton provided an update on 12/2 council meeting on location possibilities. She will be attending a meeting with Sacred Heart on 1/18. Waiting for response from Sacred Heart meeting on 01/18. Ad Hoc committee continues to provide updates to council. Ad Hoc committee to report progress on 3 on 3 basketball fundraiser. Tournament registration and flyer are on city's website and also available at City Hall. John cancelled fence rental for 4 th St because the tournament has been moved to Sacred Heart. \$3,000 raised from circus ticket sales. Basketball tournament has been cancelled and may be rescheduled.
9	08/2020	Douglas Crosswalks/Elementary Sidewalk (Safe Routes to School 2020)	Student safety	Susie/John	Marion County is currently reviewing the project as of 10/21/21. Final design is in progress. Bidding anticipated in the spring. Final design wrapping up, delay in getting comments back from County. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4 th . Intent to award will be given at August 4th council meeting.
10	12/2020	Juniper/7 th Street-Close 8th St entry/exit to Ivy (SCA 2020)	Traffic safety	Susie/John	Marion County is currently reviewing the project as of 10/21/21. Final design is in progress. Bidding anticipated in the spring. Final design wrapping up, delay in getting comments back from County. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4 th . Intent to

City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
11	Summer 2020	Sam Brown House	Relocate house inside Gervais city limits	Susie/John	award will be given at August 4th council meeting. Waiting to hear back from owner and to figure out funding options for moving and restoration. Susie received email from somebody on restoration. John talked with house owner. Owner will make a request for extension to move. Have not heard from owner. This has been on the back burner with so many other active projects happening.
12	Ongoing	CERT Training	Emergency Preparedness	Council	In progress. Training TBD.
13	2020	Partnership with Sacred Heart	Opportunities for park land	TBD	City staff met with Sacred Heart in 2020 to discuss a possible partnership with the Church on providing land for a park. Waiting for response from Sacred Heart meeting on 01/18. Parks and Rec meeting with Sacred Heart March 15 th at 6:30 to hear their decision on leasing the property on the corner of 5 th St. Mayor Gilland received advance notice that they did not want anything that permanent on the property. The committee decided to present the other options to city council. Committee report on April 7 th indicated a “no go” for skate park, but would be open to other ideas not involving permanent park implements.
14	05/2021	New city website	Update city's website	Denise/Susie	Introduced at 5/6/21 council meeting. Should pick this back up and research more costs/companies for follow-up discussion. Will budget for new website in 2022-23. In FY 2022-23 budget. Starting to schedule meetings to demo.
15	04/2021	Discussion on using ARPA Funds	American Rescue Plan Act	Susie/Council	Introduced at 4/1/21 council meeting. Received \$306,568 on 8/23/21 (first tranche). Total expected is \$562,000. Council needs to have a discussion on how funds should be used in accordance with US Treasury

City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
16	12/2/21	Veterans Memorial Wall	Honor Veterans	Council	Guidance. Funds to be allocated by 12/31/24. https://www.orcities.org/resources/reference/arp/arp-webinar Councilor Gonzalez researching. Mayor Gilland and Laura Clifton watched a webinar. There have been discussions on locations. Mayor Gilland and Councilor Gonzalez gave a presentation on bricks at March council meeting. Mayor Gilland indicated a committee would be formed and Councilor Foreman volunteered for the committee. Councilor Gonzalez to give an update on May council meeting.
17	3/19/2022	Wastewater Transfer Pump, Forced Main and Aeration Upgrades	Upgrade wastewater treatment	Susie/John	City awarded \$1 million from Marion County ARPA Round 1 to use for this project. Marion County is working on award contract so that City can begin project design. Council to approve award agreement July 7 th . In design.
18	06/02/2022	Solids Collector @ Lagoons	Help to remove solids in lagoons to help preserve components in treatment system.	Susie/John	Council approved purchase of solids collector on June 2 nd . City Engineer is working on design. Cost will be covered with Wastewater SDC funds.

Completed Items

Date Initiated	Issue/Task	Summary	Staff	Completion Date
08/19/21	Pay equity analysis	Compliance with Equity Act	Susie	12/02/2021
	Fencing around Ivy Woods	Presents a danger to		

City of Gervais
Activity Tracker
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Date Initiated	Issue/Task	Summary	Staff	Completion Date
05/06/21	retention pond	children.	John	12/08/2021
11/04/21	Putting audio on website	Availability of audio to the public.	Denise	12/03/2021
2020-21 Budget	Generator for lagoon	Replace old generator that doesn't operate	John	Ordered 10/2021
Ongoing	Railroad Crossing on Ivy	Crossing is hazardous and in disrepair.	John	John R. reported to council on October 7, 2021 that he contacted Marion County Public Works, who has been in contact with UPRR. UPRR has no date for repair. John contacted UPRR again on 1/11. UPRR has reissued a new report #2022-01-11-159BEH. UPRR repaired crossing on 3/24 and 3/25/22.
12/2/21	Dial-a-Ride/Cherriots for senior citizens	Assisting seniors with transportation	Council	Councilor Harvey offered to check on this for Gervais. John checked with several people and found that this is cost prohibitive for the City. Recommendation is to keep what we have. Some insurance companies can cover a taxi service.
11/4/21	Update council rules	Review council rules for possible changes	Susie	Susie gave the council a copy of LOC's model rules and current rules for council to compare/contrast. Think about what should be added/deleted. City attorney can return in January during a worksession for assistance in drafting new rules. City council would like Bill Monahan from COG to assist. Mr. Monahan will be here for January 20 th worksession to assist. Contract needs to be approved at 1/6 council meeting. Bill Monahan provided draft rules with his edits and suggestions for council to review at March council meeting. Susie, will provide the council with draft that went to Bill Monahan. Worksession 3/31/22 to continue work on updates. Resolution 22-003 to update council rules will be considered for adoption at

City of Gervais
Activity Tracker
Last Updated: July 28, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
11/04/21	Circus	Community entertainment	Susie/Council	May 5 th council meeting. Resolution was adopted May 5, 2022. Tabled to December council meeting for discussion. Council approved to sponsor 12/2. Susie signed contract 12/7. Circus is May 22, shows at 2:00 pm and 4:30 pm behind Gervais Elementary. Confirmed with Dandy on 12/7. Need a decision on where to direct ticket sale proceeds – previous discussion was for DARE program or parks. Ticket proceeds will be split between parks and police community activities and DARE. Tickets are selling at city hall.
10/21/21	Ordinance updates: Parking, noise, livestock	Need updates for yard parking, noise and livestock.	Susie and Mark	Council reviewed relevant ordinances at 10/21/21 worksession. Suggested revisions will be sent to city attorney for review. Staff will bring back to council for approval by March. Draft sent to City Attorney's office. Will be delayed a couple of months due to extra workload with one attorney on extended leave. Ordinance to adopt updates will be 4/7 agenda. Yard parking updates take a different process because it's part of the development code. Will work with City planner. Ordinances 22-001 and 22-002 were adopted for updates to include livestock and cats and also updates for discarded vehicles.
12/3/2020	Shared use building with Woodburn Fire	Provide fire apparatus in Gervais to decrease response times.	Susie/John/Mark	Chief Joe Budge made multiple presentations to city council. Bond was passed in May, 2021. Plans to use some of that bond renewal revenue to begin construction process after July, 2022. Chief Budge will work with city staff. On 3/3, Chief Budge provided an update to the city council letting them know the application to Marion County ARPA Program was not approved. Woodburn Fire is looking at other options. WFD Board approved \$3.1 million project cost to

City of Gervais
 Activity Tracker
 Last Updated: July 28, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
				purchase land and construct fire station on Butteville north of town. Due to a change in circumstances, building will not be shared with public works.

ORDINANCE NUMBER 22-003

AN ORDINANCE VACATING THE 20-FOOT WIDE PUBLIC ALLEY WITHIN BLOCK 68 OF THE GERVAIS TOWN PLAT, BOUND BY 7TH STREET, 8TH STREET, HEMLOCK AVENUE, AND IVY AVENUE.

WHEREAS, under the authority in Oregon Revised Statute 271.080 any person interested in real property in the City may file a petition to vacate a public street or alley right-of-way, and

WHEREAS, the City of Gervais received a petition by an abutting property owner to vacate the alley public right-of-way within Block 68 of the Gervais Town Plat, bound by 7th Street, 8th Street, Hemlock Avenue, and Ivy Avenue, referenced as City land use file no. VAC 2021-02; and

WHEREAS, under Oregon Revised Statute 271.100 the City Council is granted the authority to fix a time and conduct a formal hearing to consider petitions for public street right-of-way vacations; and

WHEREAS, the Gervais City Council scheduled a public hearing for July 7, 2022, which was continued by motion from July 7, 2022 to August 4, 2022 to ensure all required public notices were satisfied, at which time the public was given full opportunity to be present and heard on the matter; and

WHEREAS, under Oregon Revised Statute 271.080 the consent of 100 percent of the owners of all abutting real property and the consent of not less than two-thirds of the owners of the real property affected thereby shall be obtained; and

WHEREAS, the consent of 100 percent of the owners of all abutting real property and the consent of not less than two-thirds of the owners of the real property affected thereby was shown to have been obtained in the petition; and

WHEREAS, under Oregon Revised Statute 271.110 for vacation petitions and Oregon Revised Statute 197.763 for quasi-judicial land use decisions notice of the public hearing is required to be provided; and

WHEREAS, the required public hearing notice was duly given to the public; and

WHEREAS, under Oregon Revised Statute 271.120 the City Council is required to determine whether the public interest will be prejudiced by the vacation of such plat or street or parts thereof; and

WHEREAS, under Oregon Revised Statute 271.120 the City Council determined the public interest will not be prejudiced by the vacation of such plat or street or parts thereof provided conditions of approval are adopted; and

WHEREAS, at the conclusion of the public hearing on August 4, 2022, the Gervais City Council voted to approve the petition.

NOW, THEREFORE, THE CITY OF GERVAIS ORDAINS AS FOLLOWS:

Section 1. Expressly subject to the conditions stated in Sections 2 through 7 of this Ordinance, vacation of the following described property is hereby ordered:

The complete twenty (20) foot wide by two hundred (200) foot long public alley located within Block 68 of the Gervais Town Plat, bound by 7th Street, 8th Street, Hemlock Avenue, and Ivy Avenue, as shown on the map attached as Exhibit A to this ordinance.

Section 2. The City Council adopts the staff report dated July 28, 2022 that was presented at the August 4, 2022 City Council public hearing containing the findings of fact and conclusions showing the approval criteria are met. The staff report with its attachments is Exhibit B to this Ordinance.

Section 3. This Ordinance shall be recorded in the Marion County Deed Records upon authorization for recordation by the City of Gervais City Manager and tender of recording fees by petitioner.

Section 4. Effective upon the date of the recordation of this Ordinance in the Marion County Deed Records, the public interest in the portion of the public street right-of-way described in Section 1 shall be and hereby is vacated.

Section 5. Title to the property vacated by this Ordinance shall vest in the owner of the land abutting the vacated property by extension of the person's abutting property boundaries to the center of the vacated property.

Section 6. A copy of this Ordinance shall also be filed with the Marion County Surveyor and Assessor.

Section 7. The City Council of the City of Gervais deems and desires it necessary for the preservation of the health, peace, and safety of the City of Gervais that this Ordinance take effect at once, and therefore an emergency is hereby declared to exist and this Ordinance shall be in full force and effect from and after its passage and approval.

PASSED and adopted by the City Council of the City of Gervais on this 4th day of August, 2022, by the following votes:

	AYE	NAY	ABST.
Councilor Pam Foreman	_____	_____	_____
Councilor Baltazar Gonzalez	_____	_____	_____
Councilor John Harvey	_____	_____	_____
Councilor Micky Wagner	_____	_____	_____
Councilor Diana Barch	_____	_____	_____

Approved by the Mayor on this 4th day of August, 2022.

Annie Gilland, Mayor

Attest:

Denise Dahlberg, City Recorder

EXHIBIT A MAP
BLOCK 68 PUBLIC ALLEY VACATION

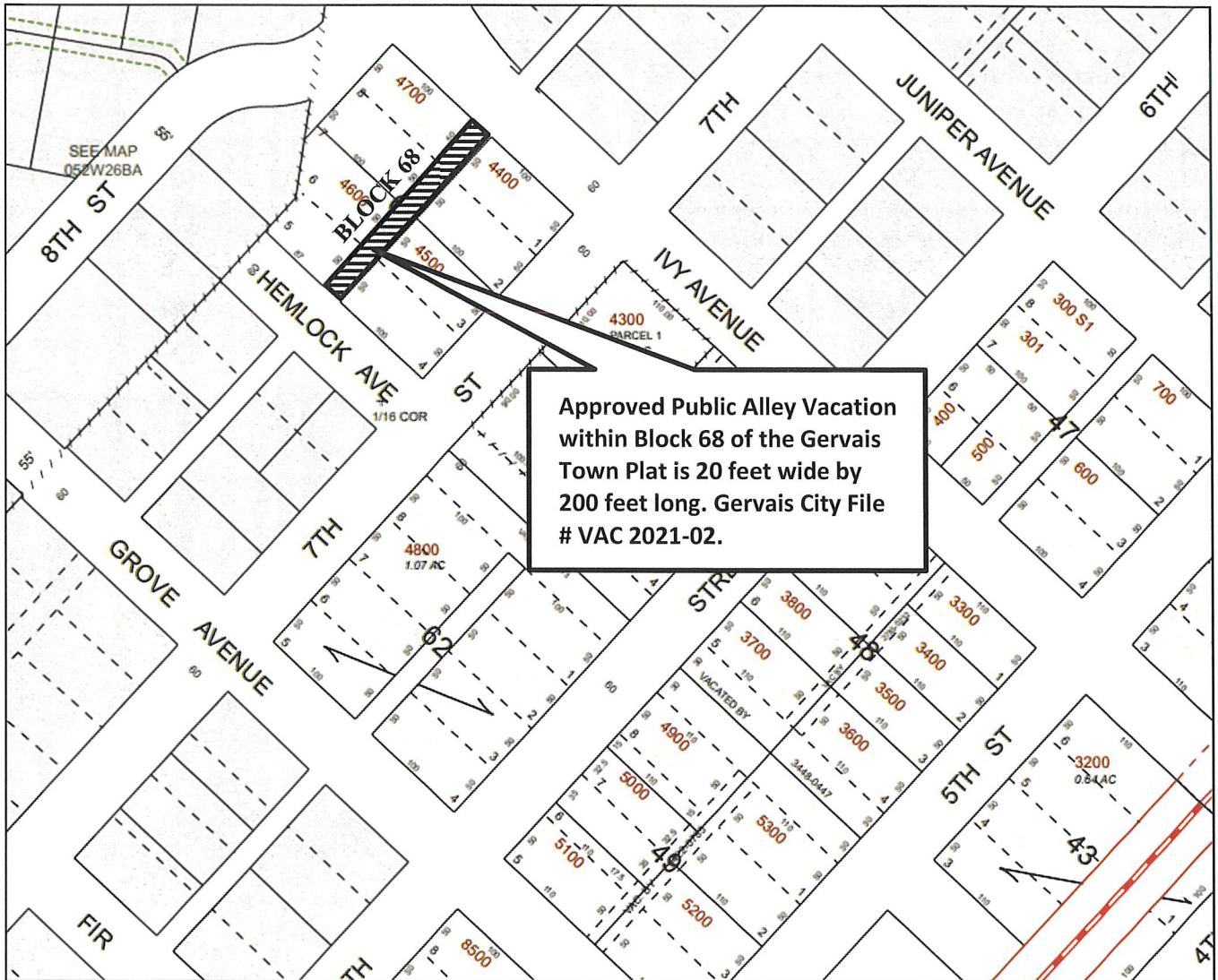


EXHIBIT B

STAFF REPORT TO THE CITY COUNCIL

9-1-1 EMERGENCY REPORTING SYSTEM SERVICES
AGREEMENT ("Agreement")

Between

THE CITY OF SALEM,
an Oregon municipal corporation
("Provider")

and

CITY OF GERVAIS
an Oregon county/city
("Subscriber")

RECITALS

- A. This Agreement is entered into pursuant to Oregon Revised Statutes (ORS) Chapter 190.
- B. The purpose of this Agreement is to jointly plan the installation, maintenance, operation and improvement of a 9-1-1 emergency reporting system where Provider furnishes basic 9-1-1 emergency reporting system services as defined in Schedule A to Subscriber through its public safety answering point.

AGREEMENT

NOW THEREFORE, in consideration of the mutual benefits, promises and covenants set forth herein, the Parties agree as follows:

- 1. DEFINITIONS. As used in this Agreement:

9-1-1 Call means a telephone call for service received over a 9-1-1 line.

9-1-1 Emergency Reporting System Services ("9-1-1 Services") means those services particularly described in Schedule A, which is attached hereto and incorporated herein by this reference.

Advisory Board means the WVCC Advisory Board created pursuant to this Agreement.

Agency Head means the primary executive officer for the public service agency typically charged with the responsibility and authority for decision making and operations of that particular agency.

Business/Service Call means a telephone or radio call for service handled by Provider for the Subscriber, and which is not a 9-1-1 Call.

Field-initiated Request means a communication which is handled by Provider from one of Subscriber's service units in the field.

Incident means either a 9-1-1 Call, a Business/Service Call, or a Field-initiated Request as those terms are herein defined, that generate an entry in CAD for the Subscriber.

Party means any entity that has executed this agreement; collectively the "Parties"

Public Safety Answering Point ('PSAP') means a 24-hour communications facility established as an answering location for 9-1-1 calls originating within a given service area.

Subscriber, where used in the plural or generic context (not capitalized), means any public agency subscribing to 9-1-1 Emergency Reporting System Services from Provider under an agreement similar to this Agreement.

Willamette Valley Communications Center ('WVCC') is the name used by Provider to refer to Provider's Public Safety Answering Point which provides 9-1-1 Emergency Reporting System Services.

WVCC Director is the Civilian Director, Assistant Chief or Deputy Chief appointed by the Provider's Agency Head.

2. COMMUNICATIONS LINKAGE AND MAINTENANCE. Subscriber shall independently, and at its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radio microwave signals to and from Provider's equipment and lines located at WVCC as necessary. Provider's responsibility is limited to accepting communications at WVCC and generating communications from WVCC compatible with Subscriber's communication links at WVCC. Provider shall have no responsibility for maintenance or support of communications lines and equipment except to contract with 9-1-1 network provider(s), or approved contractors for 9-1-1 and E-9-1-1 lines and equipment, and to provide for maintenance of other equipment and software internal to Provider's operation of WVCC.
3. DISPATCH PROCEDURES.
 - 3.1 Subscriber shall furnish Provider's Operations Manager a complete copy of any proposed new or revised procedure which would affect Provider's operations no later than fourteen (14) days prior to such procedure's effective date. Within fourteen (14) days after receipt, Provider shall notify Subscriber of any provision

which is incompatible with Provider's operating needs. Unless Provider gives such notice, any such new or revised procedure shall be accepted and implemented by Provider no later than fifteen (15) days after its receipt.

- 3.2 Notwithstanding paragraph 6.1, Subscriber may designate a particular procedure change as critical where that change is required by court order or other exigent circumstances. Provider shall, to the extent possible, implement immediate procedures which accommodate the change. If any such procedure is incompatible with Provider's operating needs, Provider shall notify Subscriber of the reasons therefore while still implementing the change to the greatest extent possible.
- 3.3 If Subscriber and Provider cannot informally resolve any dispute under paragraph 6.1 or 6.2 as to dispatch procedures, either party may request that the dispute be reviewed by the Advisory Board as provided in paragraph 8.8.
- 3.4 Provider shall train its personnel in Subscriber's procedures and regulations.
- 3.5 Subscriber shall provide and continuously update Provider with current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel according to procedures established through the Advisory Board.

4. ADMINISTRATIVE RESPONSIBILITIES.

- 4.1 Provider shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise 9-1-1 Services provided under this Agreement. Provider shall have full discretion and authority to assign priority service among conflicting subscriber demands at any given time.
- 4.2 Provider may contract to provide services to other agencies in its discretion; provided, however, Provider shall undertake no such obligation which has the effect of diminishing or degrading the level of 9-1-1 Services provided to Subscriber.

5. ADVISORY BOARD. To assure the best possible 9-1-1 Services to Subscriber and to other subscribers of 9-1-1 Services and to provide an avenue for operational and budgetary input from all subscribers of 9-1-1 Services, Subscriber shall be entitled to participate with other subscribers in an Advisory Board having the authority, responsibility and functions described in this Section 5.

- 5.1 SERVICE COMMITTEES: Two permanent committees are hereby formed to assist the Advisory Board: the Fire Service Committee and the Police Service Committee.

- 5.1.1 The Police Service Committee shall consist of one representative from each subscriber which provides law enforcement services, designated by the subscriber. The Fire Service Committee shall consist of one representative from each subscriber which provides fire protection services or ambulance services, designated by the subscriber.
- 5.1.2 Each subscriber agency shall select one alternate member for its designated service committee member. Alternates shall have the authority of the regular member at any meeting in the absence of the member for whom he or she is the alternate.
- 5.1.3 The Chair for the Fire Service Committee and Police Service Committee will be the Provider's Operations Manager.
- 5.1.4 The service committees shall meet as determined by their members, but they shall meet no less than quarterly.
- 5.1.5 Each service committee shall perform the following functions consistent with all applicable laws, ordinances, other agreements, and sound management practices:
 - A. Recommend phone answering and dispatch protocol, procedures and policies related to 9-1-1 Service delivery.
 - B. Recommend communications operator training criteria and program related standards.
 - C. Recommend equipment replacement and improvement in order to maintain a progressive standard within WVCC.
 - D. Recommend general dispatch standards including timeliness, unit designator, and radio language.

5.2 COMPOSITION:

- 5.2.1 The Advisory Board will consist of one representative from each Subscriber agency chosen by the Agency Head, and one representative chosen by Provider's Agency Head.
- 5.2.2 The WVCC Director shall designate the administrative staff person serving the Advisory Board, and shall act as a resource to all Advisory Board and Service Committee members to aid in establishing policies, procedures and dispatching protocol.

5.3 OFFICERS: The Advisory Board shall elect the following officers to serve one-year terms:

- 5.3.1 CHAIR: The Chair will call and conduct all Advisory Board meetings. It is the responsibility of the Chair to determine meeting dates, select a location for the meetings, and approve all necessary meeting materials.
- 5.3.2 VICE-CHAIR: If the Chair is from the police service, the Vice-Chair shall be from the fire service and vice-versa. The Vice-Chair shall preside in the Chair's absence.
- 5.3.3 SECRETARY: The secretary will be a non-voting staff member of the WVCC and will notify all members of the meeting date and location, compile the minutes of all Advisory Board meetings, generate correspondence at the Advisory Board's direction, prepare meeting agendas as directed by the Chair, and maintain all records of the Advisory Board.
- 5.4 MEETINGS: The Advisory Board will meet on at least a quarterly basis. The next regular meeting date and location shall be established prior to adjourning each regular meeting. The Chair may call a special meeting at any time following a minimum of twenty-four (24) hours notice to all members. The Chair must call a special meeting within seventy-two (72) hours following a request to the Chair to do so either by two or more members of either Service Committee or by any Agency Head.
- 5.5 ELECTIONS: Elections shall be held at the regularly scheduled meeting in the second quarter of each calendar year, for terms beginning the following July 1.
- 5.6 RECORDS: The records of the Advisory Board will be kept by the Secretary. A location will be provided by WVCC as a permanent and accessible depository for all Advisory Board records. All Advisory Board correspondence will be in written form and copies of all correspondence shall be maintained with the Advisory Board's records.
- 5.7 ADVISORY POWERS: The Advisory Board and its service committees shall act in an advisory capacity to the Provider's Agency Head and to the governing bodies of all 9-1-1 Services subscribers. Consistent with all applicable laws, ordinances, and other agreements, the WVCC Director shall comply with recommendations regarding service delivery from the Advisory Board, after written approval from Provider's Agency Head.
- 6. DISPUTE RESOLUTION:
 - 6.1 An individual subscriber, having a concern affecting its service, may go directly to the WVCC Director to resolve the situation. If the issue is not resolved to the satisfaction of the subscriber, the subscriber may then go to its respective service committee.

- 6.2 If the issue is not resolved to the satisfaction of the subscriber before the service committee, the subscriber may bring the matter before the Advisory Board, which shall investigate and recommend a resolution to the subscriber and to the Provider's Agency Head.
- 6.3 Should an individual subscriber raise a concern that substantially affects other subscribers or the overall functioning of WVCC, the WVCC Director shall refer the concern to the appropriate service committee. If the service committee cannot resolve the issue, the service committee Chair shall request a special meeting of the Advisory Board and bring the issue before the Advisory Board. The Advisory Board shall recommend a resolution to the Provider's Agency Head and to all subscribers who may be affected.
- 6.4 The Advisory Board's responsibility is to review the facts surrounding any dispute or issue and attempt to mediate or resolve the dispute or issue. Should the Advisory Board fail to resolve the dispute or issue to the satisfaction of Provider and the Subscriber, the Advisory Board Chair shall forward a complete report of its findings and its efforts at mediation to the governing bodies of the Provider and the Subscriber. Neither party shall initiate any action at law, nor resort to any other legally available remedy without first having followed the procedure required by this Section 6.

7. ANNUAL BUDGET RECOMMENDATION:

- 7.1 The WVCC Director shall seek input from all agencies prior to preparation of the WVCC proposed budget, including the desired service levels and subscriber assessments for each ensuing fiscal year. Prior to submitting the WVCC's proposed budget to Provider's budget officer, the WVCC Director shall submit a proposed budget to the Advisory Board for its approval and recommendation to Provider's budget officer. Failure of the Advisory Board to approve a proposed budget for WVCC within forty-five (45) days following its submission to the Advisory Board shall relieve the WVCC Director of the obligation to seek the Advisory Board's approval prior to submitting WVCC's proposed budget to Provider's budget officer for inclusion in the City of Salem's annual budget document as required by Oregon Local Budget Law.
- 7.2 The portion of Provider's budget document relating to WVCC shall be presented to the Advisory Board for its review no later than March 1 of each year and prior to its presentation to Provider's City Council and Budget Committee. The Advisory Board may recommend an alternate budget for WVCC to Provider's City Council no later than April 1 of each year.
- 7.3 The Advisory Board and the WVCC Director shall abide by the budget adopted by Provider's City Council with respect to any and all fiscal matters affecting the financial responsibility of subscribers to 9-1-1 Emergency Reporting System

Services. Any program or operational changes having expenditures requiring a supplemental budget under Oregon Local Budget Law must go through all budget preparation and review stages involving the Advisory Board and the service committees as set forth herein.

8. SELECTION AND EVALUATION OF THE WVCC DIRECTOR:

8.1 The Advisory Board will provide input into the selection process and actual selection of the WVCC Director, and may, from time to time, provide the Provider's Agency Head comment and criticism relating to the Director's job performance.

8.2 The Advisory Board shall annually report to the Provider's Agency Head its evaluation of the WVCC Director's performance during the preceding year, at a time just before the Director's continuous service date.

9. QUORUM: For purposes of voting on any issue, a quorum of the Advisory Board shall consist of six (6) members, a majority of which (4 or more) shall be required to approve any motion or other action.

10. FEES. Subscriber shall pay an annual fee for 9-1-1 Services under this Agreement. That fee shall be computed as provided in Schedule D which is attached hereto and incorporated herein by this reference. Fees shall be due and payable as invoiced in equal quarterly installments as set forth in Schedule D, less any 911 tax received on behalf of the Subscriber. Should Subscriber be in arrears in payment of its fees hereunder, such default shall not be deemed a material breach of this Agreement unless Subscriber's entire account balance is still unpaid more than forty-five (45) days after written notice is given by Provider of its intent to terminate this Agreement.

11. RISK ALLOCATION. Neither party nor its officers or employees shall be considered the agents of the other for any purpose. Each party agrees to indemnify the other from each and every claim related to or arising out of this Agreement which the indemnitor would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made, and (b) the loss or injury sustained by the claimant resulted from the acts, errors, or omissions of the indemnitor or those for whose actions the indemnitor is legally responsible. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity which may exist in favor of either party under Oregon law; the right to indemnity extends to the officers, employees and agents of the indemnified party for claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend, and save harmless.

12. TERM AND TERMINATION. This Agreement shall be in effect commencing , as amended on , 2022. The Effective Date for any Subscriber is the date this Agreement is fully executed (Effective Date), and shall

continue in full force and effect until terminated by either party as provided herein. Either party to this Agreement may terminate the Agreement as of July 1 of a calendar year following written notice of its intent to terminate, with or without cause, by giving written notice of its intent to so terminate to the other not less than two hundred and seventy (270) days' prior.

13. AMENDMENTS. The parties may, from time to time, agree to amend the provisions of any schedule attached to this Agreement; provided, however, that the method used to compute Subscriber's annual fee as set forth in Schedule D shall not be amended unless all other subscribers agree to a like amendment. Costs associated with expansion of services (except E9-1-1 as provided in paragraph 2 of Schedule D) or new (not replacement) equipment shall not be included in the calculation of the basic service fee without the consent of a majority of all subscribers. All amendments shall be in writing and shall be signed by the parties' duly authorized representatives. As used in this section, "replacement equipment" means equipment which replaces a function previously performed by other equipment owned or leased by Provider and which must be replaced because its repair or maintenance cost equals or exceeds its fair market value.
14. COMPLETE AGREEMENT.
 - 14.1 Schedules A, C and D, referenced herein, are hereby incorporated into this Agreement as though fully reproduced herein.
 - 14.2 This Agreement represents the complete and integrated understanding of the parties with respect to all particulars covered herein. All prior agreements, written and oral, are hereby cancelled. No prior written or oral representation, negotiation, or statement which conflicts with the terms of this Agreement shall be considered to in any way modify, abridge, or invalidate any provision hereof, and no evidence of such shall be admitted in any proceeding in which the terms and application of this Agreement are at issue.
15. INSURANCE. Subscriber agrees to obtain and maintain in full force at all times during the term of this Agreement, a policy of general liability insurance with liability limits of at least three million dollars (\$3,000,000). Each policy of such insurance shall be per "occurrence" and not on a "claims made" form, and shall list as additional insured "the City of Salem, Oregon, its officers, agents and employees" with respect to any claims arising out of this Agreement. Subscriber, as a government body, may fulfill the insurance obligation listed above through a program of self insurance, provided that such self-insurance program complies with all applicable laws and provides insurance coverage equivalent to both type and level of coverage as that listed above.
16. WORKERS' COMPENSATION. All subject employers working under this Agreement are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

17. **GOVERNING LAW.** This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of laws principles. Exclusive venue for litigation of any action arising under this Agreement shall be in the Circuit Court of the State of Oregon for Marion County unless exclusive jurisdiction is in federal court, in which case exclusive venue shall be in the federal district court for the district of Oregon.
18. **UNENFORCEABLE PROVISIONS.** In the event any provision of this Agreement is held to invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties.
19. **FORCE MAJEURE.** Neither party shall hold the other responsible for damages or delay in performance of this Agreement caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's officers, employees or agents.
20. **NOTICE.** Whenever notice is required or permitted to be given under this Agreement, such notice shall be in writing and shall be given by: 1) personal delivery; 2) by sending via a reputable commercial overnight courier; or 3) by mailing using registered or certified United States mail, return receipt requested, postage prepaid. All notices shall be sent to the address(es) set forth below or to such other address as each party may specify in writing:

IF TO PROVIDER:

Fire Chief
City of Salem
370 Trade St SE
Salem, Oregon 97301

IF TO SUBSCRIBER:

Police Chief
City of Gervais
PO Box 329/592 4th Street
Gervais, Oregon 97026

Notice delivered by personal delivery shall be deemed to be given upon actual receipt. Notice sent by overnight courier shall be deemed to be given five (5) days after dispatch. Any notice sent by United States mail shall be deemed to be given five (5) days after mailing.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF SALEM, OREGON
(Provider)

By: _____
City Manager
Date: _____

CITY OF GERVAIS, OREGON
(Subscriber)

By: _____
Printed Name: _____
Title: _____
Date: _____

SCHEDULE A
9-1-1 EMERGENCY REPORTING SYSTEM SERVICES
As Amended in June 2022

NOTE: "Mutual Assistance" as used herein means that Subscriber shall provide timely revisions and changes as such revisions or changes come to Subscriber's attention, and Subscriber shall, upon request, assist in researching information relative to files and schedules maintained by WVCC.

Provider shall deliver the following services pursuant to the Agreement:

- 1) Answering Business/Service Calls and 9-1-1 Calls.
- 2) Dispatching Business/Service Calls and 9-1-1 Calls.
- 3) Computer-Aided Dispatching Services: Computer-Aided Dispatching (CAD) is the computerized program that allows communication capabilities between a call-taker and dispatcher for the assignment of the event, or call for service, to a field unit. The objectives of CAD are to:
 - a. Increase the speed and accuracy of dispatching field units, therefore reducing response times.
 - b. Increasing officer safety by improving the information available to field units.
 - c. Collecting and supplying information concerning calls for service, supporting unit response and decision making.
 - d. Maintaining location and response time information pertaining to each call for service, providing a faster and more accurate record keeping and retrieval system.
 - e. Supplying each subscriber agency with current "management" and incident" reports.
- 4) Notification services for "public safety purposes." (District Attorney, Medical Examiner, Chaplains, department heads/supervisors for administrative purposes, etc.)
- 5) Radio broadcasts of "attempts to locate," "all point bulletins," and "administrative messages," including the screening of teletypes and supplying information to the proper jurisdiction.
- 6) Respond to requests made by field units for information from: the Department of Motor Vehicles (DMV), National Crime Information Center (NCIC), and Oregon Law Enforcement Data Systems (LEDS), as well as police Records Management Systems (RMS) such as PRIORS or CopLink, as applicable to Subscriber.

- 7) Maintaining (with mutual assistance as described above) an equipment resource file, responsible persons file, personnel call-up list and a department personnel work schedule.
 - a. Equipment resource file. (Tows, public works or private emergency capabilities and mutual aid programs).
 - b. Responsible persons file. (Maintenance of information allowing notification of responsible persons when private property is involved in an incident requiring the owner or Responsible Person's presence to conduct an investigation).
 - c. Maintain department personnel call-up roster for emergency call back purposes.
- 8) Facilitate field officers to receive and request public safety telephone messages via WVCC.
- 9) Maintain Geographic Information System (GIS) data layers: These layers will be established by each subscriber agency in conjunction with WVCC to cover geographic requirements within the CAD system. These layers contain street, block and intersection information which will be coded with response information. The GIS data enables the CAD system to:
 - a. Verify locations.
 - b. Identify jurisdictional responsibility.
 - c. Assign reporting area and district numbers to the dispatch data record.
 - d. Support the Enhanced 911 program by providing current and accurate information for
 - e. jurisdictional responses.
- 10) Maintain and update (with mutual assistance) an "Enhanced 9-1-1 Telephone Service" as defined in ORS 403.105(5).
- 11) Maintain backup and/or redundant radio and telephone equipment; also providing backup emergency power for radio and telephone service for WVCC.
- 12) Maintain digital recordings of all telephone and radio communications, providing easy retrieval at the subscriber's request in accordance with Oregon's Records Retention requirements unless otherwise extended by the Advisory Board. Digital copies of radio transmissions or telephone calls will be provided upon request.
- 13) Monitor emergency "direct line" phones terminating at WVCC, if provided by Subscriber. All such direct phone lines shall be purchased and maintained by the Subscriber.

- 14) Monitoring of specific types of "Alarm Systems" for public safety facilities such as panic alarms at the appropriate county jail. Systems so monitored shall be confined to those approved by the WVCC Director and the scope of such monitoring shall be limited to alarm response notifications. Access and maintenance of connectivity to the "Alarm Systems" is the responsibility of the Subscriber.
- 15) Monitoring and dispatching over a Law Enforcement Frequency, Emergency Management Frequency, Search and Rescue Frequency or Local Government Frequency is for public safety purposes. There shall be no additional fee charged by the Provider for this service; however, the Subscriber shall provide all necessary equipment, connectivity, licensing and/or approval to use the frequency at its own expense.
- 16) WVCC will act as a support unit during the activation/operation of Subscriber's emergency operations center.
- 17) Provide Subscriber data from CAD records related to Subscriber's incidents. Such data shall be limited to that information captured by CAD during normal conduct of operations and reasonable effort shall be made to provide data in a form usable by Subscriber, as determined by the WVCC Director.
- 18) Establishing, by the Effective Date of the primary Agreement, Performance Standards for the handling of emergency and non-emergency calls for service and determining through random review that such Standards are being met.
- 19) Provider shall comply with the requirements of the Oregon Public Records laws, including responding to public records requests when they are received. Provider agrees to provide Subscriber an opportunity to provide information and/or legal arguments to Provider about how the records related to that Subscriber might be treated under the law; however, because Provider and Subscriber are most likely both considered "custodians" under the law, absent other controlling law or contract language, Provider's response to public records requests shall be in its discretion.

SCHEDULE C
EXPANDED 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES

1. EXPANDED SERVICES: None.

SCHEDULE D
FEE SCHEDULE FOR 9-1-1 EMERGENCY REPORTING SYSTEM SERVICES
As Amended in June 2022

1. **SUBSCRIBER'S FEES:** Subscriber's 9-1-1 Fees shall be allocated by Provider as a proportionate share of Provider's adopted budget for WVCC operations according to the standards set forth in this Schedule D. Within WVCC's adopted budget, certain controls are set, known as "Cost Distribution Factors." Regardless of the size of the adopted budget, if that budget contains "resource units" beyond the levels allowed herein, the assumed budget to be used for the purposes of fee calculation shall be based only upon the Cost Distribution Factors as set and modified pursuant to this Section 1.
 - 1.1 **Cost Distribution Factors:** "Minimum" and "work" or "calls" figures for resource units known as "positions," "consoles," "terminals," and "lines" necessary to support the operation of WVCC, shall be computed annually and allocated to "cost centers." "Minimum" resources are those assumed to be necessary to provide service to one subscriber generating only one call or incident per shift each day and is based on the population served by subscriber. "Work" and "call" resource units may be increased or decreased where necessary to maintain an acceptable level of 9-1-1 Service during the ensuing fiscal year.
 - 1.2 **Cost Allocation Factors:** The Subscriber's basic 9-1-1 Service fee shall be based on the total of all applicable fees from those fees set forth below. The individual fees shall be computed as follows:
 - A. **9-1-1 Call Taking Minimum Fee:** WVCC's annual budget for 9-1-1 Call Taking divided by the total service area population of all subscribers to 9-1-1 Services, averaged over the previous three (3) calendar years, multiplied by the Subscriber's service area population averaged over the previous three (3) calendar years shall equal the Subscriber's 9-1-1 Call Taking Minimum Fee. For subscribers providing law enforcement, fire and ambulance service within a given service area (e.g. when a subscriber provides **both** police and fire protection), the subscriber's service area population used in the calculation shall be doubled. For subscribers providing law enforcement and either fire or ambulance service (but not both) within a given service area, the subscriber's service area population used in the calculation shall be multiplied by a factor of one and one-half/4 .5). For subscribers providing **only** fire or only ambulance service within a given service area (e.g. a fire district that does not respond to

medical calls), the subscriber's population used in the calculation shall be reduced by one half (50%).

- B. **9-1-1 Call Taking Work Fee:** WVCC's annual budget for 9-1-1 Call Taking Work divided by the total of 9-1-1 Calls processed by WVCC, averaged over the previous three (3) calendar years, and then multiplied by the total number of 9-1-1 Calls received from Subscriber's service area, averaged over the previous three (3) calendar years, shall equal the Subscriber's annual 9-1-1 Call Taking Work Fee. The number of 9-1-1 Calls used in this fee calculation shall be based upon the best available information.
- C. **Business/Service Calls Fee:** WVCC's annual budget for Business/Service Calls divided by the total of Business/Service Calls processed by WVCC, averaged over the previous three (3) calendar years, multiplied by the Subscriber's number of Business/Service Calls, averaged over the previous three (3) calendar years, shall equal the Subscriber's annual Business/Service Calls Fee. The number of Business/Service Calls used in the fee calculation shall be based upon the best available information.
- D. **Police Dispatch Minimum Fee:** WVCC's annual budget for police dispatch position minimum divided by the total police population served by the position, multiplied by the Subscriber's police population served by the position shall equal the annual Police Dispatch Minimum Fee. The police population used in this fee calculation shall be the average of the previous three (3) calendar years.
- E. **Police Dispatch Work Fee:** WVCC's annual budget for police dispatch position work divided by the total annual police incidents served by the position, multiplied by the Subscriber's annual police incidents served by the position shall equal the annual Police Dispatch Work Fee. The number of police incidents shall be based upon the best available information. The annual incidents used in this fee calculation shall be the average of the previous three (3) calendar years.
- F. **Fire/Ambulance Dispatch Minimum Fee:** WVCC's annual budget for fire dispatch position minimum divided by the Subscriber's total fire and ambulance service population served by the position, multiplied by the Subscriber's fire and ambulance population served by the position shall equal the annual Fire Dispatch Minimum Fee. The population used in this fee calculation shall be the average of the previous three (3) calendar years. For subscribers providing only fire or only ambulance service within a service area, the subscriber population used in the calculation should be reduced by one half (50%).
- G. **Fire Dispatch Work Fee:** WVCC's annual budget for fire dispatch position work divided by the total annual fire incidents served by the position multiplied by the Subscriber's annual fire incidents served by the position shall equal the annual Fire Dispatch Work Fee. The number of fire incidents used in this fee calculation

shall be based upon the best available information. The annual incidents used will be the average of the previous three (3) calendar years.

- H. **Ambulance Dispatch Work Fee:** WVCC's annual budget for ambulance dispatch position work divided by the total annual ambulance incidents processed by the position, multiplied by the Subscriber's annual ambulance incidents shall equal the annual Ambulance Dispatch Work Fee. The number of ambulance incidents used in this fee calculation shall be based upon the best available information. The annual incidents used will be the average of the previous three (3) calendar years.

1.3 **Population Determination:** Population shall be determined by the most recent Portland State University census. For political boundaries not recognized by said census, Subscriber shall seek an alternate source for population figures and shall submit such population figures and the source thereof to WVCC for approval.

1.4 **Other Agreements:** Provider warrants to Subscriber that it will enter into no agreement with any other subscriber which provides for a different method of calculating basic service fees for Provider's 9-1-1 Services than the methods set forth herein.

2. **EXTENDED SERVICE FEE:** Subscriber may annually request renewal or modification of the extended services contained in Schedule C. Provider shall quote a fee for such request based on the cost to Provider in extending those services. Provider's "cost" shall take into consideration the total cost of providing such services to other subscribers requesting similar service so as to distribute the cost equitably among all such subscribers.
3. **SURPLUS CREDIT:** If the actual cost of operating WVCC is found to be less than the total subscriber fees paid by each subscriber (including an amount equal to the premium Provider would have paid as a subscriber), after the accounts of WVCC's operation are closed and audited following any fiscal year, the surplus shall be applied to reduce the current year's fees of all subscribers who were also subscribers during the year in which the surplus was generated, by the proportion each such subscriber's fee contributed to the total fees collected from all such subscribers during the year for which the surplus was generated.

PAYMENT SCHEDULE: Subscriber shall pay its total 9-1-1 Services Fees as invoiced in equal quarterly installments less any 911 tax received on behalf of the Subscriber.

AMENDMENT TO
COMMUNICATIONS SERVICES
SUBSCRIPTION AGREEMENT

between

THE CITY OF SALEM,
an Oregon municipal corporation,
Provider,

and

THE CITY OF GERVAIS,
an Oregon municipal corporation
Subscriber.

The Communications Services Subscription Agreement is amended as set forth herein. To the extent there is any conflict between this Amendment and the Communications Services Subscription Agreement, this Amendment shall control. All provisions of the Communications Services Subscription Agreement not in conflict with this Amendment shall remain in full force and effect.

SCHEDULE D
FEE SCHEDULE

1. **SUBSCRIBER FEES:** Subscriber's fee shall be allocated by Provider as a proportionate share of Provider's adopted budget for Salem Communications Center operation according to the standards set forth in this section. Within the adopted budget, certain controls are set, known as "Cost Distribution Factors." Regardless of the size of the adopted budget, if that budget contains "resource units" beyond the levels allowed herein, the *assumed budget* to be used for the purposes of fee calculation shall be based only upon the Cost Distribution Factors as set and modified pursuant to this section. It is understood and agreed by the parties that the operating cost of "E-9-1-1" service is included in the budget for purposes of fee calculation.

- 1.1 **Cost Distribution Factors:** "Minimum" and "work" or "calls" figures for resource units known as "positions," "consoles," "terminals," and "lines" necessary to support the operation of the Salem Communications Center, shall be computed annually and allocated to "cost centers." "Minimum" resources are those assumed to be necessary to provide service to one subscriber generating only one call or incident per shift each day and is based on the population served by subscriber. "Work" and "call" resource units may be increased or decreased where necessary to maintain an acceptable level of service during the ensuing fiscal year.

1.2 Cost Allocation Factors: The Subscriber's basic service fee shall be computed as follows:

- A. **911 Minimum Fee:** The budget for 911 minimum divided by the total population of police agencies and total population of fire agencies served by the Center over the previous three calendar years and then multiplied by the Subscriber's population average over the previous three calendar years (or twice Subscriber's population average over the previous three calendar years if Subscriber has both a police agency and a fire agency served under this Agreement) should equal the annual 911 Availability Fee.
- B. **911 Call Fee:** The budget for 911 calls divided by the total of 911 calls processed by the Center over the previous three calendar years and then multiplied by the Subscriber's number of 911 calls over the previous three calendar years shall equal the annual 911 call fee. The 911 calls shall be based upon the best available information.
- C. **Business/Service Work Fee:** The budget for business/service calls divided by the total of business/service calls processed by the Center over the previous three calendar years and then multiplied by the Subscriber's number of business/service calls over the previous three calendar years shall equal the annual business/service work fee. The business/service calls shall be based upon the best available information.
- D. **E-Reports Fee:** The budget for E-Reports divided by the total of E-reports processed through the Center over the previous three calendar years and then multiplied by the Subscriber's number of E-Reports over the previous three calendar years shall equal the annual E-Report fee. The number of E-Reports shall be based upon the best available information.
- E. **Police Dispatch Minimum Fee:** The budget for police dispatch minimum divided by the total population of police agencies served by the Center over the previous three calendar years and then multiplied by the Subscriber's average population over the previous three calendar years shall equal the annual police dispatch minimum fee.
- F. **Police Dispatch Work Fee:** The budget for police dispatch work divided by the total of incidents for police agencies served by the Center over the previous three calendar years and then multiplied by the Subscriber's number of police incidents over the previous

three calendar years shall equal the police dispatch work fee. The number of police incidents shall be based upon the best available information.

G. **Fire Dispatch Minimum Fee:** The budget for fire dispatch minimum divided by the total population of fire agencies served by the Center over the previous three calendar years and then multiplied by the Subscriber's average population over the previous three calendar years shall equal the annual fire dispatch minimum fee.

H. **Fire Dispatch Work Fee:** The budget for fire dispatch work divided by the annual total of incidents for fire agencies served by the Center over the previous three calendar years and then multiplied by the Subscriber's number of fire incidents over the previous three calendar years shall equal the fire dispatch work fee. The number of fire incidents shall be based upon the best available information.

I. **Ambulance Dispatch Work Fee:** The budget for ambulance dispatch work divided by the total of ambulance incidents processed through the Center over the previous three calendar years and then multiplied by the Subscriber's number of ambulance incidents over the previous three calendar years shall equal the ambulance dispatch work fee. The number of ambulance incidents shall be based upon the best available information.

1.3 **Population Determination:** Population shall be determined by the most recent Portland State University census. For political boundaries within Marion County not recognized by said census, population shall be submitted by Marion County and approved by the City of Salem. For political boundaries within Polk County not recognized by said census, population shall be submitted by Polk County and approved by the City of Salem.

1.4 **Other Contracts:** Provider warrants to Subscriber that it will enter into no Agreement with any other subscriber which provides for a different method of calculating basic service fees for that subscriber's services than the method set forth herein.

2. **EXTENDED SERVICE FEE:** Subscriber may annually request renewal or modification of the extended services contained in Schedule C. Provider shall quote a fee for such request based on the cost to Provider in extending those services. Provider's "cost" shall take into consideration the total cost of providing such services to other subscribers requesting similar service so as to distribute the cost equitably among all such subscribers.

3. **SURPLUS CREDIT:** If the actual cost of operating the Center is found to be less than the total subscription fees paid by each subscriber (including an amount equal to the premium Provider would have paid as a subscriber), after the accounts of the Center's operation are closed and audited following any fiscal year, the surplus shall be applied to reduce the current year's fees of all Subscribers who were also subscribers during the year in which the surplus was generated, by the proportion each such Subscriber's fee bears to the total fees assessed to all such subscribers during the year for which the surplus was generated.
4. **PAYMENT SCHEDULE:** Subscriber shall pay its total annual fee in advance in equal quarterly installments. Quarterly installment payments shall be due and payable on the following dates: July 30, September 30, December 31, and March 31.
5. **EFFECTIVE DATE OF THIS AMENDMENT:** This Amendment shall be effective upon the date the City and each Subscriber Agency signs this Amendment.

CITY OF SALEM, OREGON

By: Robert Woods
City Manager

Date: 05/14/07

CITY OF GERVASIS, OREGON

By: Shanti M. Platts
Mayor
Sam Smith
City Manager

Date: 4/9/07

Approved:

Jerry Moore
Salem Chief of Police

COMMUNICATIONS SERVICES SUBSCRIPTION AGREEMENT

between

THE CITY OF SALEM
an Oregon municipal corporation,
Provider,

and

THE CITY OF GERVAIS
an Oregon municipal corporation,
Subscriber.

1. **AUTHORITY.** This Agreement is entered into pursuant to ORS 190.010 (4).
2. **PURPOSE.** By this Agreement, the Provider shall furnish basic emergency communications services as defined in Schedules A, together with extended services as set forth in Schedule C (*Extended Service*).
3. **DEFINITIONS.** As used in this Agreement:

Basic emergency communications service (basic service) means those services particularly described on Schedules A for police agencies.

Board means the Salem Communications Center Advisory Board.

Business/service call means a telephone or radio call for service handled by Provider for the Subscriber, and which is not a 911 call.

E-Reports are incidents where reports are taken about criminal activity rather than dispatching a police officer.

Extended services are particular services provided by Provider beyond those included as *basic service*, and particularly described on Schedule C.

Field-initiated request means a communication which is handled by Provider from one of Subscriber's service units in the field.

Incident means either a *911 call*, a *business/service call*, or a *field-initiated request* as those terms are herein defined, that generates an *incident number* for the Subscriber.

911 call means a telephone call for service received over a 911 line.

Subscriber, where used in the plural or generic context (not capitalized) means any public agency subscribing to basic service from Provider under a similar contract.

4. **COMMUNICATIONS LINKAGE AND MAINTENANCE.** Subscriber shall independently, at its own expense, provide or arrange for installation, implementation, maintenance and support of all lines and equipment necessary to transmit telephone, radio and radiomicrowave signals to and from Provider's equipment and lines at the Center as necessary. Provider's responsibility is limited to accepting communications at its Center and generating communications compatible with Provider's communications links at the Center. Provider shall have no responsibility for maintenance or support of communications lines and equipment except to contract with USWest Communications, its subsidiaries, successors or approved contractors for 911 and E-911 lines and equipment, and to provide for maintenance of other equipment and software internal to Provider's operation of the Center.

5. **DISPATCH PROCEDURES.**

5.1. Not later than 14 days prior to its effective date, Subscriber shall furnish Provider a complete copy of any proposed new or revised procedure which would affect Provider's operations. Within 14 days after receipt, Provider shall notify Subscriber of any provision which is incompatible with Provider's operating needs. Unless Provider gives such notice, any such new or revised procedure shall be accepted and implemented by Provider no later than 15 days after its receipt.

5.2. Notwithstanding paragraph 5.1, Subscriber may designate a particular procedure change as critical where that change is required by court order or other exigent circumstances. Provider shall, to the extent possible, implement immediate procedures which accommodate the change. If any such procedure is incompatible with Provider's operating needs, Provider shall notify Subscriber of the reasons therefor while still implementing the change to the greatest extent possible.

5.3. If Subscriber and Provider cannot informally resolve any dispute under paragraph 5.1 or 5.2 as to dispatch procedures, either party may request that the differences be reviewed by the Advisory Board as provided in paragraph 8.8.

5.4. Provider shall train its personnel in those of Subscriber's procedures and regulations which Provider deems necessary to effective dispatch and communications with Subscriber's personnel.

5.5. Subscriber shall provide and continuously update current personnel work schedules and information necessary for Provider to contact Subscriber's on-call personnel according to procedures established through the Advisory Board.

6. **ADMINISTRATIVE RESPONSIBILITY.**

6.1. Provider shall have full authority and responsibility over hiring, training, discipline, scheduling, and assignment of personnel assigned to perform and to supervise services provided under this Agreement. Provider shall have full discretion and authority to assign priority service among conflicting service demands at any given time.

6.2. Provider may contract to provide services to other agencies in its discretion; provided, however, Provider shall undertake no such obligation which has the effect of diminishing or degrading the level of service provided to Subscriber.

7. **ADVISORY BOARD.** To assure the best possible service to Subscriber and other subscribers to Provider's emergency communications service, and to provide an avenue for operational and budgetary input from the subscribers, Subscriber shall be entitled to participate with other subscribers in an Advisory Board having the authority, responsibility and functions described in this Section.

7.1. **SERVICE COMMITTEES:** Two permanent committees are hereby formed to select and assist the Board: the Fire Service Committee and the Police Service Committee.

7.1.1. The Police Service Committee shall consist of one representative from each law enforcement agency subscriber, designated by the agency. The Fire Service Committee shall consist of one representative from each fire service agency subscriber, designated by the agency.

7.1.2. Each subscriber agency shall select one alternate member for its designated Service Committee member. Alternates shall have the authority of the regular member at any meeting in the absence of the member for whom he or she is the alternate.

7.1.3. Each service committee shall elect a Chair for a one-year term; the Chair shall appoint a Vice-Chair.

7.1.4. The service committees shall meet as determined by their members, but shall meet no less than quarterly.

7.1.5. Each Service Committee shall perform the following functions consistent with laws, ordinances, other agreements, and sound management practices:

A. Recommend phone answering and dispatch protocol, procedures and policies related to service delivery.

B. Recommend communications operator training criteria and program related standards.

C. Recommend equipment replacement and improvement in order to maintain a progressive standard within the communications center.

D. Recommend general dispatch standards including timeliness, unit designator, and radio language.

7.2. COMPOSITION: The Board will consist of one member from each subscriber agency, and one representative chosen by the Salem Chief of Police.

7.2.1. The Communications Center Director shall be the administrative staff person serving the Advisory Board, and shall act as a resource to all Board and Service Committee members to aid in establishing policies, procedures and dispatching protocol.

7.3. OFFICERS: The Board will elect the following officers to serve one-year terms:

7.3.1. CHAIR: The chair will call and conduct all Board meetings. It is the responsibility of the Chair to notify all members of a meeting, select a site, and deliver all necessary materials.

7.3.2. VICE-CHAIR: If the Chair is from the police service, the Vice-Chair shall be from the fire service and vice versa. The Vice-Chair shall preside in the Chair's absence.

7.3.3. SECRETARY: The secretary will be a non-voting staff member of the communications center, and will compile minutes of all Board meetings, generate correspondence at the Board's direction, prepare meeting agendas as directed by the Chair, and maintain the records of the Board.

7.4. MEETINGS: The Board will meet on a Quarterly basis. The next regular meeting date and location shall be established prior to adjourning each regular meeting. The Chair may call a special meeting at any time following a minimum of twenty-four (24) hours notice to all members. The Chair must call a special meeting within seventy-two (72) hours following a request to do so either by two or more members of either Service Committee, or by the Salem Police Chief.

7.5. ELECTIONS: Elections shall be held at the regularly scheduled meeting in the second quarter of each calendar year, for terms beginning the following July 1.

7.6. RECORDS: The records of the Board will be kept by the Secretary. A location will be provided by the Salem Communications Center as a permanent and accessible depository for all Board records. All Board correspondence will be in written form and copies maintained with the Board's records.

7.7. ADVISORY POWERS: The Board and its Service Committees are advisory to the Chief of Police of the City of Salem, and to the governing bodies of Salem Communications Center subscribers. Consistent with laws, ordinances, and other agreements, the Salem Communications Center Director will comply with recommendations regarding service delivery from the Board, after approval by the Chief of Police of the City of Salem.

7.8. DISPUTE RESOLUTION:

7.8.1. An individual Subscriber having a concern affecting its service, may go directly to the Salem Communications Center Director to resolve the situation. If the issue is not resolved to the satisfaction of the subscriber, the subscriber may then go to the respective Service Committee.

7.8.2. If the issue is not resolved to the satisfaction of the subscriber before the Service Committee, the subscriber may bring the matter before the Board, which shall investigate and recommend a resolution to the subscriber and to the Chief of Police of the City of Salem.

7.8.3. Should an individual subscriber raise a concern that substantially affects other subscribers or the overall functioning of the center, the Director shall refer the concern to the appropriate Service Committee. If the Service Committee cannot resolve the issue, the Service Committee Chair shall request a special meeting of the Board and bring the issue before the Board which shall recommend a resolution to the Salem Chief of Police, and to all subscribers who may be affected.

7.8.4. The Advisory Board's responsibility is to review the facts surrounding the dispute and attempt to mediate. Should the dispute be unresolved after the efforts of the Board, the Board shall forward a complete report of its findings and its efforts at mediation to the governing bodies of the Provider and the Subscriber. Neither party shall initiate any action at law, nor resort to any other legally available remedy without first having followed the procedure required by this section 7.8.

7.9. ANNUAL BUDGET RECOMMENDATION:

7.9.1. The Director shall seek the advice and recommendations of the Service Committees to prepare his or her proposed budget, including desired service levels and subscriber assessments for each ensuing fiscal year. Prior to submitting a budget to the Chief of Police, the Director shall submit a proposed budget to the Board for approval and recommendation to the City's budget officer. Failure of the Board to approve a budget within a reasonable period of time shall relieve the Director of the obligation to seek Board approval prior to submitting a proposed budget to the City's budget officer for inclusion in the City's annual budget document as required by Oregon Local Budget Law.

7.9.2. The portion of the City's budget document relating to the communications center shall be presented to the Board for its review prior to presentation to the Salem City Council and Budget Committee. The board may recommend an alternate budget for the Salem Communications Center to the Salem City Council no later than April 1 of each year.

7.9.3. The Board and the Salem Communications Center Director shall abide by the budget adopted by the Salem City Council with respect to any and all fiscal matters affecting the financial responsibility of subscribers to the Salem Communications

Center. Any program or operational changes having expenditures requiring a supplemental budget under Oregon Local Budget Law must go through all budget preparation and review stages involving the Board and the Service Committees as set forth herein.

7.10. SELECTION AND EVALUATION OF THE COMMUNICATIONS CENTER DIRECTOR:

7.10.1. The Board will provide input into the selection process and actual selection of the Salem Communications Center Director, and may, from time to time, provide the Salem Chief of Police comment and criticism relating to the Director's job performance.

7.10.2. The Board shall annually report to the Salem Chief of Police its evaluation of the Communications Center Director's performance during the preceding year, at a time just before the Director's continuous service date.

8.11. QUORUM

8.11.1. For purposes of voting on issues, a quorum of the Advisory Board shall consist of six (6) members, a majority of which (4 or more) shall be required to approve any motion.

8. **FEES.** Subscriber shall pay an annual fee for services under this Agreement. That fee shall be computed as provided in Schedule D (*Fee Schedule*). Fees shall be due and payable in advance in equal quarterly installments as set forth in Schedule D. Should Subscriber be in arrears in payment of its fees hereunder, such default shall not be deemed a material breach unless Subscriber's entire account balance is still unpaid more than 45 days after written notice by Provider of intent to terminate.

9. **RISK ALLOCATION.** Neither party or its officers and employees shall be considered the agents of the other for any purpose. Each party agrees to indemnify the other from each and every claim which the indemnitor would be legally liable to pay if: (a) a claim asserting the same loss or injury were made directly against the indemnitor, whether or not such a direct claim is actually made; and (b) the loss or injury sustained by the claimant resulted from the acts, errors or omissions of the indemnitor or those for whose actions the indemnitor is responsible under the Oregon Tort Claims Act. This mutual right to indemnity is in addition to and not in lieu of any other right of contribution or indemnity which may exist in favor of either party under Oregon law; and the right to indemnity extends to officers, employees and agents of the indemnitee party for claims made against them because of their actions or capacity as such. "Indemnify," as used herein, means to indemnify, defend, and save harmless.

10. **TERM AND TERMINATION.** This Agreement shall be in effect commencing July 1, 1996, and until terminated by either party as provided herein. Either party to this agreement may terminate the agreement as of July 1 of the calendar year following notice of intent to terminate, with

or without cause, by giving notice of intent to so terminate at least two hundred and seventy (270) days prior to the end of the fiscal year.

11. **AMENDMENTS.** The parties may, from time to time, agree to amend the provisions of any schedule attached to this Agreement; provided, however, that the method used to compute Subscriber's annual fee as set forth in Schedule D shall not be amended unless all other subscribers agree to a like amendment. Costs associated with expansion of services (except E-9-1-1 as provided in paragraph 2 of Schedule D) or new (not replacement) equipment shall not be included in calculation of the basic service fee without the consent of a majority of all subscribers. All amendments shall be in writing, and signed by the parties' duly authorized representatives. As used in this section, "replacement equipment" means equipment which replaces a function previously performed by other equipment owned or leased by Provider, and which must be replaced because its repair or maintenance cost equals or exceeds its fair market value.

12. **COMPLETE AGREEMENT.**

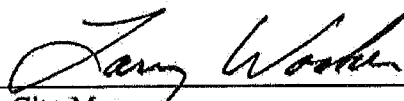
12.1. Schedules A, C and D, referenced hereinabove, are hereby incorporated as part of this Agreement as though fully reproduced herein.

12.2. This Agreement represents the complete and integrated understanding of the parties with respect to all particulars covered herein. All prior agreements, written and oral, are hereby cancelled. No prior written or oral representation, negotiation, or statement, which conflicts with the terms hereof shall be considered to in any way modify, abridge, or invalidate any provision hereof, and no evidence of such shall be admitted in any proceeding in which the terms and application of this Agreement are at issue.

13. **NOTICE.** Any notice required to be given to Provider under this Agreement shall be given to Provider's Chief of Police. Any notice required to be given to Subscriber under this Agreement shall be given to Subscriber's Police Chief.

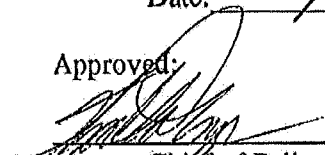
IN WITNESS WHEREOF the parties have caused this Agreement to be signed in their respective names by their duly authorized representatives as of the dates set forth below.

CITY OF SALEM, OREGON


By: 
City Manager

Date: 5/28/96

Approved:


Chief of Police

THE CITY OF GERVAIS

By: 
Mayor

Date: 5/15/96

SCHEDULE A

BASIC EMERGENCY COMMUNICATIONS SERVICE FOR POLICE AGENCIES

NOTE: "Mutual Assistance" as used herein means that subscriber shall provide timely revisions and changes as they come to subscriber's attention, and shall, on request, assist in researching information relative to files and schedules maintained by the Communications Center.

- 1) Answering "business/service" and "911" emergency and non-emergency calls for service.
- 2) Dispatching "business/service" and "911" emergency and non-emergency calls for service.
- 3) Computer-Aided Dispatching: Computer-Aided Dispatching (CAD), is the computerized program that allows communication capabilities between a call-taker and the appropriate dispatcher for the assignment of the complaint to a field unit. The objectives of CAD are to:
 - a. Increase the speed and accuracy of dispatching police units, therefore reducing response times.
 - b. Increasing officer safety by improving the information available to field units.
 - c. Collecting and supplying information concerning calls for service, supporting unit response and decision making.
 - d. Maintaining location and response time information pertaining to each call for service, providing a faster and more accurate records keeping and retrieval system.
 - e. Supplying each subscriber agency with current "management" and "incident" reports.
- 4) Paging services for "public safety purposes". (District Attorney, Medical Examiner, Chaplains, department heads/supervisors for administrative purposes, etc.).
- 5) Radio broadcasts of "attempts to locate", "all point bulletins" and "administrative messages", including the screening of teletypes and supplying that information to the proper jurisdiction.
- 6) Respond to the request made by field units for information from: the Department of Motor Vehicles (DMV), National Crime Information Center (NCIC), and Oregon Law Enforcement Data System (LEDS), as well as Salem Unified Network (SUN), or Regional Automated Information Network (RAIN), as applicable to Subscriber.
- 7) Maintaining (with mutual assistance) an equipment resource file, responsible persons file, personnel call-up list and a department personnel work schedule.

- a. Equipment resource file. (Tows, public works or private emergency capabilities and mutual aid programs).
 - b. Responsible persons file. (Maintenance of information allowing notification of responsible persons when private property is involved in an incident requiring the owner or Responsible Person's presence to conduct an investigation).
 - c. Maintain a department personnel call-up roster for emergency call back purposes.
- 8) Allowing field officers to receive and request public safety telephone messages via the Communications Center.
- 9) Maintain and update the Geographic Base File (Geo Base): This file will be established by each subscriber agency in conjunction with the City of Salem to cover geographic requirements within the Computer-Aided Dispatch program. The file contains all street, block and intersection information which will be geocoded with police zoning information. The Geographic Base File enables the Computer-Aided Dispatch system to:
 - a. Verify locations.
 - b. Identify jurisdictional responsibility.
 - c. Assign reporting area and district numbers to the dispatch data record.
 - d. Support the Enhanced 911 program by providing current and accurate information for jurisdictional responses.
- 10) Maintain and up-date (with mutual assistance) an "Enhanced 911" system as defined in ORS 401.710(6).
- 11) Maintaining backup radio and telephone equipment; also providing backup emergency power for radio and telephone service for the Communications Center.
- 12) Maintaining automatic recordings of all telephone and radio communications, providing easy retrieval at the subscriber's request. Audio cassette copies will be provided upon not less than 24-hours notice.
- 13) Monitoring of emergency "direct line" phones by the Communications Center. (All phone lines will be purchased and maintained by the subscriber agency).
- 14) Monitoring of "Alarm Systems" for public safety facilities such as Polk County Jail, etc. Systems so monitored shall be confined to those approved by the Communications Center and

acceptable to the advisory committees, and the scope of such monitoring shall be limited to alarm response notifications.

- 15) Monitoring and dispatching over: Sheriffs Net, Emergency Management Frequency, Search and Rescue Frequency and Local Government Frequencies for public safety purposes. There shall be no additional fee charged by the Provider for this service; however, the Subscriber shall provide all necessary equipment and telephone lines at its own expense.
- 16) The Salem Communications Center will act as a support unit during the activation/operation of subscriber's emergency operations center.
- 17) Providing to subscriber raw data from CAD records of the subscriber's incident responses. Such data shall be limited to that information captured by CAD during normal conduct of operations and shall be provided in a form usable by compatible computer systems as determined by the Center.

It shall be subscriber's responsibility to provide any necessary programs/programming necessary to manipulate the data so furnished in order to provide a final product as desired by subscriber.
- 18) Establishing, by the effective date of this contract, Performance Standards for the handling of emergency and non-emergency calls for service and determining, through random review, that such Standards are being met.

SCHEDULE C
EXTENDED SERVICES FOR CITY OF GERVAIS

Provider will furnish Subscriber with the following extended services beyond Basic Emergency Communications Service as described in Schedule A as applicable:

- 1) Computer entry and removal in accordance with Attachment One hereto.

The level of information to be entered will be decided by the on-duty Records Supervisor.

A fee shall be charged for this service in accordance with the Fee Schedule beginning July 1, 1997.

ATTACHMENT ONE

RECORDS SERVICES

Salem Police Records will provide the following services:

All requests for services by other police agencies will be routed to Communications. Records will not accept requests for service directly from other agencies. Communications will determine if the support requested is appropriate, and will forward the data to Records in writing (via FAX, etc.). The Records Shift Supervisor will make the final determination if a requested service is to be provided.

A. AGENCIES WITH LIMITED OR NO RECORDS SECTION.

Agencies that do not have a records section will receive the support listed below:

Those agencies which have a records section will provide the services listed below during the time their records section is open. Salem PD Records will provide these services only during closed hours.

ENTRY OF STOLEN AUTOS/AUTOS USED IN FELONIES/POLICE OR
PRIVATE IMPOUND AUTOS (EXCLUDING INSURANCE TOWS)
ENTRY OF STOLEN LICENSE PLATES
ENTRY OF MISSING PERSONS/RUNAWAYS
ENTRY OF TEMPORARY FELONIES
SENDING OF TELETYPES ON MAJOR INCIDENTS
SENDING WARRANT SERVICE NOTIFICATIONS TO OTHER AGENCIES
CLEARANCES AND LOCATES ON THE ABOVE

B. Salem PD Records will routinely perform the tasks listed below for those agencies which do not have LEDS terminals, but only on major incidents such as homicides for all other agencies:

ENTRY OF STOLEN PROPERTY INTO LEDS OR NCIC
SENDING OF ROUTINE SWITCHED ADMINISTRATIVE TELETYPES
WARRANT ENTRY

Records will not send copies of LEDS/NCIC entries to the agencies requesting the entries, unless they are one of the agencies that do not have LEDS access from their offices. Other agencies needing documentation on the entries made for them may obtain the information by normal LEDS or NCIC inquiries.

D. PRIVATE TOWS

Records will enter Private Tows, forwarded from Communications, and will place them on the Other Agencies clip board. The agency for which the entry is made will be required to track the data and respond to any inquiries.

E. LEDS/NCIC VERIFICATION

Each agency is responsible for verifying their own LEDS/NCIC entries even though Salem PD Records had made the entry for the agency.

F. VERIFICATION OF MISSING PERSONS/RUNAWAYS, STOLEN ARTICLES/ AUTOS

Agencies will verify and confirm their own runaways, missing persons, stolen autos, etc.

SCHEDULE D

FEE SCHEDULE

1. SUBSCRIBER FEES: Subscriber's fee shall be allocated by Provider as a proportionate share of Provider's adopted budget for Salem Communications Center operation according to the standards set forth in this section. Within the adopted budget, certain controls are set, known as "Cost Distribution Factors." Regardless of the size of the adopted budget, if that budget contains "resource units" beyond the levels allowed herein, the *assumed budget* to be used for purposes of fee calculation shall be based only upon the Cost Distribution Factors as set and modified pursuant to this section. It is understood and agreed by the parties that the operating cost of "E-9-1-1" service is included in the budget for purposes of fee calculation.

1.1. Cost Distribution Factors: "Minimum" and "work" or "calls" figures for resource units known as "positions," "consoles," "terminals," and "lines" necessary to support the operation of the Salem Communications Center, shall be computed annually and allocated to "cost centers." "Minimum" resources are those assumed to be necessary to provide service to one subscriber generating only one call or incident per shift each day and is based on the population served by subscriber. "Work" and "call" resource units may be increased or decreased where necessary to maintain an acceptable level of service during the ensuing fiscal year.

1.2. Cost Allocation Factors: The Subscriber's basic service fee shall be computed as follows:

A. 911 Minimum Fee: The budget for 911 minimum divided by the total population of police agencies and total population of fire agencies served by the Center and then multiplied by the Subscriber's population (or twice Subscriber's population if Subscriber has both a police agency and a fire agency served under this Agreement) shall equal the annual 911 Availability Fee.

B. 911 Call Fee: The budget for 911 calls divided by the annual total of 911 calls processed by the Center and then multiplied by the Subscriber's number of 911 calls shall equal the annual 911 call fee. The 911 calls shall be based upon the best available information.

C. Business/Service Work Fee: The budget for business/service calls divided by the annual total of business/service calls processed by the Center and then multiplied by the Subscriber's number of business/service calls shall equal the annual business/service work fee. The business/service calls shall be based upon the best available information.

D. E-Reports Fee: The budget for E-Reports divided by the annual total of E-reports processed through the Center and then multiplied by the Subscriber's number

of E-Reports shall equal the annual E-Report fee. The number of E-Reports shall be based upon the best available information.

E. Police Dispatch Minimum Fee: The budget for police dispatch minimum divided by the total population of police agencies served by the Center and then multiplied by the Subscriber's population shall equal the annual police dispatch minimum fee.

F. Police Dispatch Work Fee: The budget for police dispatch work divided by the annual total of incidents for police agencies served by the Center and then multiplied by the Subscriber's number of police incidents shall equal the police dispatch work fee. The number of police incidents shall be based upon the best available information.

G. Fire Dispatch Minimum Fee: The budget for fire dispatch minimum divided by the total population of fire agencies served by the Center and then multiplied by the Subscriber's population shall equal the annual fire dispatch minimum fee.

H. Fire Dispatch Work Fee: The budget for fire dispatch work divided by the annual total of incidents for fire agencies served by the Center and then multiplied by the Subscriber's number of fire incidents shall equal the fire dispatch work fee. The number of fire incidents shall be based upon the best available information.

I. Ambulance Dispatch Work Fee: The budget for ambulance dispatch work divided by the annual total of ambulance incidents processed through the Center and then multiplied by the Subscriber's number of ambulance incidents shall equal the ambulance dispatch work fee. The number of ambulance incidents shall be based upon the best available information.

1.3. Population Determination: Population shall be determined by the most recent Portland State University census. For political boundaries within Marion County not recognized by said census, population shall be submitted by Marion County and approved by the City of Salem. For political boundaries within Polk County not recognized by said census, population shall be submitted by Polk County and approved by the City of Salem.

1.4. Other Contracts: Provider warrants to Subscriber that it will enter into no Agreement with any other subscriber which provides for a different method of calculating basic service fees for that subscriber's services than the method set forth herein.

2. Extended Service Fee: Subscriber may annually request renewal or modification of the extended services contained in Schedule C. Provider shall quote a fee for such request based on the cost to Provider in extending those services. Provider's "cost" shall take into consideration the total cost of providing such services to other subscribers requesting similar service so as to distribute the cost equitably among all such subscribers.

3. Surplus Credit: If the actual cost of operating the Center is found to be less than the total subscription fees paid by each subscriber (including an amount equal to the premium Provider would have paid as a subscriber), after the accounts of the Center's operation are closed and audited following any fiscal year, the surplus shall be applied to reduce the current year's fees of all Subscribers who were also subscribers during the year in which the surplus was generated, by the proportion each such Subscriber's fee bears to the total of fees assessed to all such subscribers during the year for which the surplus was generated.

4. PAYMENT SCHEDULE: Subscriber shall pay its total annual fee in advance in equal quarterly installments. Quarterly installment payments shall be due and payable on the following dates: July 30, September 30, December 31 and March 31.

11c

CITY OF GERVAIS
CONTRACT FOR SERVICES

THIS CONTRACT, made this 8th day of July 2022, in accordance with the requirements of Oregon Revised Statutes 297.405 through 297.740 between Grove, Mueller & Swank, P.C., Certified Public Accountants of Salem, Oregon, and City of Gervais, Oregon (the City), provides as follows:

It hereby is agreed that Grove, Mueller & Swank, P.C. shall conduct an audit of the accounts and fiscal affairs of the City, for the fiscal year beginning July 1, 2021, and ending June 30, 2022, in accordance with the Minimum Standards for Audits of Municipal Corporations as prescribed by law. The audit shall be undertaken in order to express an opinion upon the financial statements of the City, and to determine if the City has complied substantially with appropriate legal provisions.

Grove, Mueller & Swank, P.C. agrees that the services contracted to perform under this contract shall be rendered by or under personal supervision and that the work will be faithfully performed with care and diligence.

It is understood and agreed that, should unusual conditions arise or be encountered during the course of the audit whereby the services of Grove, Mueller & Swank, P.C. are necessary beyond the extent of the work contemplated, written notification of such unusual conditions shall be delivered to the City, who shall instruct in writing Grove, Mueller & Swank, P.C. concerning such additional services.

The audit shall be started as soon after this contract is executed as is agreeable to the parties hereto and shall be completed and a written report thereon delivered within a reasonable time, but not later than six months, after the close of the audit period covered by this contract (unless agreed to by both parties). Adequate copies of such report shall be delivered to the City, and its form and content shall be in accordance with and not less than that required by the Minimum Standards for Audits of Oregon Municipal Corporations.

It is understood and agreed that the City, is responsible for such financial statements as may be necessary to fully disclose and fairly present the results of operations for the period under audit and the financial condition at the end of that period.

In consideration of the faithful performance of the conditions, covenants, and undertakings herein set forth, the City of Gervais, Oregon hereby agrees to pay Grove, Mueller & Swank, P.C. the fee as described in the audit engagement letter dated July 8, 2022 and the City hereby affirms that proper provision for the payment of such fee has been or will be duly made and that funds for the payment thereof are or will be made legally available.

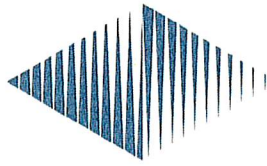


Devan W. Esch
Grove, Mueller & Swank, P.C.

Authorized Signer
City of Gervais, Oregon

July 8, 2022
Date

Date



GROVE, MUELLER & SWANK, P.C.

Certified Public Accountants and Consultants

475 Cottage Street NE, Suite 200, Salem, OR 97301
(503) 581-7788 • FAX (503) 581-0152 • www.gms.cpa

July 8, 2022

To the Honorable Mayor, Members of the
City Council and Management
City of Gervais
P.O. Box 329
Gervais, Oregon 97026-0329

Attention: Susie Marston, City Manager

You have requested that we audit the modified cash basis governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gervais, Oregon (the City) as of June 30, 2022 and for the year then ended and the related notes, which collectively comprise the City's basic financial statements as listed in the table of contents.

We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Supplementary information will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining fund statements (modified cash basis)
- 2) Schedules of revenues, expenditures and changes in fund balances (modified cash basis) – budget to actual
- 3) Other financial schedules

Management's discussion and analysis accompanying the financial statements is considered other information and will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information.

Auditor Responsibilities

We will conduct our audit in accordance with U.S. GAAS; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and the Minimum Standards for Audits of Oregon Municipal Corporation. As part of an audit of financial statements in accordance with U.S. GAAS, *Governmental Auditing Standards*, and Minimum Standards for Audits of Oregon Municipal Corporations, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- 1) Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- 2) Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- 3) Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- 4) Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America and in accordance with the Minimum Standards for Audits of Oregon Municipal Corporations. Please note that the determination of abuse is subjective, and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledges and understands that they have responsibility:

- 1) For the preparation and fair presentation of the basic financial statements in accordance with the modified cash basis of accounting;
- 2) For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- 3) To provide us with:
 - a) Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;

- b) Additional information that we may request from management for the purpose of the audit;
 - c) Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence;
 - d) A written acknowledgment of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e) A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
- 4) For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole;
 - 5) For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 - 6) For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 - 7) For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials;
 - 8) For the accuracy and completeness of all information provided;
 - 9) For taking reasonable measures to safeguard protected personally identifiable and other sensitive information;
 - 10) For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to the preparation of the modified cash basis financial statements, we will not assume management responsibilities on behalf of the City. However, we will provide advice and recommendations to assist management of the City in performing its responsibilities.

The City's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services

performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- 1) We will perform the services in accordance with applicable professional standards.
- 2) The nonattest services are limited to the preparation of the modified cash basis financial statements previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of City's basic financial statements. Our report will be addressed to the governing body of the City. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will issue a written report on compliance with Minimum Standards for Audits of Oregon Municipal Corporations upon completion of our audit.

Other

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and nonfinancial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion to meet the needs of the City.

Devan W. Esch, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Grove, Mueller & Swank, P.C.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that Grove, Mueller & Swank, P.C.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Invoices will be rendered as work progresses and are payable upon presentation. We estimate that our fee for the audit will not exceed \$17,500. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City's personnel to assist in the preparation of schedules and analyses of accounts. This effort could prevent significant additional time requirements and facilitate the timely conclusion of the audit.

The audit documentation for this engagement is the property of Grove, Mueller & Swank, P.C. and constitutes confidential information. However, we may be requested to make certain audit documentation to the State of Oregon or its designee, federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Grove, Mueller & Swank, P.C.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to City Council the following significant findings from the audit:

- 1) Our view about the qualitative aspects of the City's significant accounting practices;
- 2) Significant difficulties, if any, encountered during the audit;
- 3) Uncorrected misstatements, other than those we believe are trivial, if any;
- 4) Disagreements with management, if any;
- 5) Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- 6) Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- 7) Representations we requested from management;
- 8) Management's consultations with other accountants, if any; and
- 9) Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Grove, Mueller & Swank, P.C.
CERTIFIED PUBLIC ACCOUNTANTS

RESPONSE:

This letter correctly sets forth the understanding of the City of Gervais, Oregon.

Management signature

Title

Date

Governance signature

Title

Date



THE RBH GROUP LLC
CERTIFIED PUBLIC ACCOUNTANTS

Report on the Firm's System of Quality Control

To the Shareholders of
Grove, Mueller & Swank, P.C.
and the Peer Review Committee of the Oregon Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of Grove, Mueller & Swank, P.C. (the firm) in effect for the year ended September 30, 2019. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act, and an audit of an employee benefit plan.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Grove, Mueller & Swank, P.C. in effect for the year ended September 30, 2019 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Grove, Mueller & Swank, P.C. has received a peer review rating of *pass*.

The RBH Group, LLC

January 30, 2020

215 S.E. DORION • PENDLETON, OREGON 97801 • (541) 276-2693 • FAX (541) 276-6926 • www.rbhpcpas.com

MEMBERS OF AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS, AICPA PRIVATE COMPANIES PRACTICE SECTION AND OREGON SOCIETY OF CERTIFIED PUBLIC ACCOUNTANTS

July 27, 2022

Susie Marston
City of Gervais
592 fourth St.
Gervais, OR 97026

Subject: Juniper Street Improvements, Douglas Pedestrian Improvements and 7th Street Improvements – Bid Recommendation to Award

Dear Susie:

Attached is the bid tabulation for the bid on the Juniper Street Improvements, Douglas Pedestrian Improvements and 7th Street Improvements project which was opened using a virtual platform at 2:00 PM on July 27, 2022. The project is sidewalk and pavement improvements: Schedule 1 - Juniper Ave.; Schedule 2 - storm improvements on Juniper Ave.; Schedule 3 - Douglas Ave. and Schedule 4 - Seventh St. Schedules 1 and 4 are partially funded through two SCA grants, and Schedule 3 is partially funded through a safe routes to school grant.

Three bids were received. The math was checked, and minor errors were found. The adjustments did not alter the bid order. One of the bidders used an amalgamation of the original bid form, and the bid form in the addendum. As this did not change the bid amount, it is considered a minor discrepancy. Therefore, there are three valid bids.

Oregon law ORS 279C.335 allows for contract negotiation if all the bids are high, which is the case on this bid. In order to bring the project within budget the City chose to delete Schedule 2 (storm drainage improvements). This was discussed with the low bidder, and they have accepted this condition. The low bidder was Kodiak Pacific Construction at \$667,573.00 which includes schedules 1, 3 and 4. We have checked the Oregon Construction Contractors Board website for debarment and have checked references. The Contractor is in good standing and the references check out. The engineers estimate was \$580,000, and the City had \$700,000 budgeted for the project.

Tetra Tech recommends the City award the project, pending the one week protest period, to Kodiak Pacific Construction in the amount of \$667,573.00.

Please call if you have any questions about this material.

Sincerely,
Tetra Tech, Inc.



Gordon Munro, P.E.
City Engineer

Attachment
c: Central Files

**CITY OF GERVAIS - Juniper Street Improvements, Douglas Avenue Pedestrian Improvements, 7th Street Ped
 BID OPENING - July 27, 2022 Tetra Tech Office via Teams at 2:00 p.m.
 BID TAB**

CONTRACTOR	TIME	ADD. #1 Acknowledged	Bid Bond	Non-Collusion Certificate	First Tier Form	Schedule 1 Juniper SCA	Schedule 2 Juniper Street Storm Sewer	Schedule 3 Douglas Pedestrian Improvements	Schedule 4 7th Street Pedestrian Improvements
Kodiak Pacific	1:38	x	x	x	x	\$168,364.00	\$46,140.00	\$302,057.00	\$197,152.00
Gelco Construction	1:52	x	x	x	x	\$191,192.50	\$27,250.00	\$318,995.00	\$190,324.50
Knife River	1:48	x	x	x	x	\$170,984.00	\$47,290.00	\$301,153.00	\$230,803.50



2023 Legislative Priorities Ballot

Issued on June 10, 2022

Ballots due by 5:00 p.m. on August 5, 2022

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2023 Legislative Priorities Ballot – League of Oregon Cities

Background: Each even-numbered year the LOC appoints members to serve on 7 policy committees. These policy committees are the foundation of the LOC's policy development process. Composed of city officials, these committees are charged with analyzing policy and technical issues and recommending positions and strategies for the LOC. Each committee provides a list of recommended policy positions and actions for the LOC to take in the coming two year legislative cycle. This year, all 7 committees identified between 3 to 5 legislative policy priorities to advance to the full membership and LOC Board of Directors.

Ballot/Voting Process: Each city is being asked to review the recommendations from the 7 policy committees and provide input to the LOC Board of Directors as it prepares to adopt the LOC's 2023 legislative agenda. After your city has had an opportunity to review the proposals, please complete the electronic ballot indicating the top 5 issues that your city would like to see the LOC focus on during the 2023 legislative session.

Each city is permitted one vote. As such, each city must designate a person to enter the vote electronically on the below link. For those cities without electronic options for voting, paper ballots may be requested from LOC's Legislative Director Jim McCauley at jmccauley@orcities.org.

Important Deadlines: The deadline for submitting your city's vote is **5:00 p.m. on August 5, 2022.**

Ballots were emailed to the CAO of each city. If your city didn't receive the ballot, please email Jim McCauley at jmccauley@orcities.org.

Brought to you by the Community Development Policy Committee

Full Funding and Alignment for State Land Use Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline and fully fund local implementation of any recently adopted or proposed state land use planning requirements, including administrative rulemaking.*

Background: Recent legislation and executive orders have made significant changes to the state's land use planning process, including increasing burdens for local government. While the LOC shares the state's policy goals, these updates have resulted in extensive, continuous, and sometimes conflicting rulemaking efforts that are not supported by adequate state funding. Cities simply do not have the staff capacity or resources needed to implement current requirements. Existing planning updates should be streamlined to enable simpler, less costly implementation and any new proposals should be aligned with existing requirements.

Local Funding to Address Homelessness

Legislative Recommendation: *The LOC will seek funding to support coordinated, local responses to addressing homelessness.*

Background: The LOC recognizes that to end homelessness, a statewide and community-based coordination approach to delivering services, housing, and programs is needed. Addressing homelessness will look different and involve different service provider partners from one city to the next, but one thing is consistent, addressing the crisis requires significant financial resources. While cities across Oregon have developed programs, expanded service efforts, built regional partnerships, and have significantly invested both their local General Fund and federal CARES Act and American Rescue Plan Act dollars into programs to address the homelessness crisis in their respective communities, the crisis continues. The homelessness crisis exceeds each city's individual capacity – necessitating the need for meaningful fiscal support from the State of Oregon.

Infrastructure Funding to Support Needed Housing

Legislative Concept: *The LOC will support state funding for infrastructure needed to support needed housing.*

Background: As Oregon works to overcome its historic housing supply deficit, development costs continue to rise. Cities have limited tools to address the rising costs of infrastructure necessary to support the impact of new housing development. A statewide fund to address infrastructure costs and improve housing affordability is needed.

Economic Development Incentives (co-sponsor with Tax and Finance Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year

partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals knew; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Community Resiliency and Wildfire Planning

Legislative Recommendation: *The LOC will support investments for climate and wildfire resiliency planning, as well as infrastructure upgrades, to fill existing gaps and assist cities in planning for extreme weather events and wildfire.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts, including infrastructure upgrades, to handle extreme weather events. Cities of all sizes, especially small to mid-sized cities, need technical assistance and additional capacity to better plan for and recover from climate events and wildfire. Investments in infrastructure upgrades, repairs, and resiliency will help rebuild communities, better ensure equity and access to critical services, protect public health and the environment, improve community resiliency, and promote economic recovery.

Brought to you by the General Government Policy Committee

Protecting Public Employees and Officials

Legislative Recommendation: *The LOC will introduce legislation to protect the personal contact information of public employees and increase criminal sanctions when public officials and employees are subject to criminal activity connected to their service.*

Background: Cities have seen an increase in harassments, threats and property damage in recent years. Over 80 percent of city leaders who participated in a National League of Cities [report](#) on public civility indicated they had personally experienced harassing or harmful behavior because of their role as a public official. Additionally, an ambiguity in the phrasing in a statute intended to protect the private information of public employees may require an employer to release home addresses, personal emails and contact information.

Return to Work

Legislative Recommendation: *Eliminate the sunset on the ability of retirees to return to work.*

Background: PERS covered retirees are currently allowed to return to work without suffering a tax or pension penalty until 2024. Allowing retirees to return to work allows employers to fill critical vacancies while not paying pension and other costs in times of both fiscal hardships and workforce scarcity. The sunset was established as part of a compromise PERS reform package passed in 2017 but has been successful for retirees and employers.

Attorney Client Privilege

Legislative Recommendation: *Ensure that privileged communications between public bodies and officials and their legal counsel remain confidential indefinitely.*

Background: A recent court ruling limited public sector attorney client privilege to 25 years, which is identical to the lifespan of other public records exemptions. The LOC believes that public officials should have the same right to unimpeded legal counsel as all other attorney clients.

Address Measure 110 Shortcomings

Legislative Recommendation: *Restore criminal justice incentives for seeking treatment for addiction while ensuring a path for expungement for successfully completing a treatment program.*

Background: Oregon voters passed Measure 110 in 2020 which eliminated criminal sanctions for simple possession for most narcotic drugs and replaced them with a waivable \$100 ticket. A citation cannot be issued if a person seeks treatment by calling a treatment referral service. The measure also re-dedicated local marijuana revenue to harm reductions services. Those funds are now pooled and distributed by an oversight and accountability committee. Oregon's overdose deaths continue to increase and funds that should have been distributed in January of 2021 are still not delivered. Additionally, problems related to drug abuse such as property crime have increased.

Brought to you by the Energy and Environment Policy Committee

Building Decarbonization, Efficiency, and Modernization

Legislative Recommendation: *The LOC will support legislation to protect against and rollback preemptions to allow local governments to reduce greenhouse gas emissions from new and existing buildings while ensuring reliability and affordability. Some initiatives may include a local option Reach Code, statewide home energy scoring or financial incentives like [CPACE](#).*

Background: Homes and commercial buildings need a lot of power. In fact, they consume nearly half of all the energy used in Oregon according to the Oregon Department of Energy 2020 Biennial Energy Report. Existing buildings need to be retrofitted and modernized to become more resilient and efficient. New buildings can be built with energy efficiency and energy capacity in mind, so they last longer for years to come, reduce the energy burden on occupants, and are built to a standard that is futureproof for carbon reducing technologies like electric vehicles

Continue Investments in Renewable Energy

Legislative Recommendation: *The LOC will work to identify barriers and potential solutions to local energy generation and will pursue funding assistance for feasibility studies and project implementation. The LOC will support legislation to study and invest in viable, preferably locally generated, options and to divest the Oregon Treasury from fossil fuels.*

Background: Renewable energy sources can be used to produce electricity with fewer environmental impacts. Local energy generation projects can better position cities to pursue and achieve local climate action goals, address capacity constraints of existing electric transmission lines, and can help cities respond to individual businesses that may be seeking green energy options. The types of local energy generation projects discussed by the committee include, but are not limited to, small-scale hydropower, in-conduit hydropower, methane capture, biomass and solar. Such projects are not intended to conflict

with existing low-carbon power purchase agreements but can position cities to pursue local climate action goals and supplement energy needs through renewable generation.

Investment in Community Climate Planning Resources

Legislative Recommendation: *The LOC will support investments that bring climate services (for mitigation and adaptation) together and work to fill the existing gaps to help communities get the high-quality climate assistance they need quickly and effectively.*

Background: Oregon communities are increasingly looking for help planning for climate change impacts and implementing programs to reduce greenhouse gases. Interest in climate services has continued as communities experience increasing disruptions caused or made worse by climate change. Oregon's small to mid-sized communities and rural communities are particularly in need of both technical assistance and additional capacity to address climate impacts and do their part to reduce greenhouse gas emissions. While some climate resources exist in Oregon, those programs are dispersed throughout state government, the nonprofit world, and academic institutions. Because of this current structure, it is not clear for communities what they should do once they decide to act on climate change.

Adequate Funding for State Climate Initiatives

Legislative Recommendation: *The LOC will support legislation to streamline processes and fully fund local implementation of climate mandates (like [Climate Friendly and Equity Communities](#) rules) from the state. Furthermore, the LOC will support legislation that allows the state to adequately maintain and staff programs that impact a city's ability to reduce greenhouse gas emissions.*

Background: On March 10, 2020, Governor Kate Brown signed [Executive Order 20-04](#) directing state agencies to take action to reduce and regulate greenhouse gas emissions. Additionally, the state has legislatively passed many greenhouse gas reduction measures. This has led to some unfunded mandates on cities as well as a significant workload for agency staff.

Brought to you by the Finance and Taxation Policy Committee

Property Tax Reform

Legislative Recommendation: *The LOC will advocate for constitutional and statutory reforms to the property tax system to enhance local choice, equity, fairness, and adequacy.*

Background: The property tax system is broken and in need of repair due to constitutional provisions in Measures 5 and 50 that were adopted by voters in the 1990s. The current system is inequitable to property owners and jurisdictions alike, is often inadequate to allow jurisdictions to provide critical services, removes meaningful local choice, and is incomprehensible to most taxpayers. Local governments and schools rely heavily on property tax revenues to pay for services and capital expenses. With federal pandemic aid to cities coming to an end and inflation looming, cities are concerned that their top revenue source will not allow residents to adequately fund the services that they demand. Therefore, the LOC will take a leadership role in pursuing efforts to draft and advocate for both comprehensive and incremental property tax reform option packages, including forming coalitions with other interested parties. The LOC will remain flexible to support all legislation that improves the system, but will, in the short term, focus on incremental changes that will allow for a foundation on which to build for broader revisions going forward. The LOC's overall focus will be on a property tax package that includes, but may not be limited to these elements:

- In the short term, advocating for a system that restores local choice and allows voters to adopt tax levies and establish tax rates outside of current limits and not subject to compression. This may also include advocating for a local option levy that has passed three or more times to become permanent (requires constitutional referral).
- Also in the short term, advocating for statutory changes to extend statewide a 2017 Multnomah County pilot that created an option that new property has a taxable value determined based on the city average of maximum assessed value to market value as opposed to countywide average.
- Over the longer term, to achieve equity, advocating for a system that has taxpayers' relative share tied to the value of their property, rather than the complex and increasingly arbitrary valuation system based on assessed value from Measure 50 (requires constitutional referral).
- Also over the longer term, to enhance fairness and adequacy, advocating for various statutory changes, some of which would adjust the impact of the above changes. For example, as a part of comprehensive reform the LOC will support targeted tax relief for lower income residents to make sure reform does not price vulnerable residents out of their homes.

Lodging Tax Flexibility

Legislative Recommendation: *The LOC will advocate for legislation to enhance flexibility in how cities may use transient lodging tax revenues. The goal is to help cities better serve visitors and improve local conditions that support the tourism industry.*

Background: The Legislature created the *state* lodging tax in 2003, and with it a new requirement that 70% of net revenues from new or increased *local* lodging taxes must be used for “tourism promotion” or “tourism related facilities.” Cities acknowledge and appreciate the economic development benefits that tourism brings to their local economies, but often struggle to support the industry in areas like public safety, infrastructure, workforce housing, and homeless services. Enhanced flexibility and clarification of allowed use of funds will benefit both visitors and business owners alike.

Economic Development Incentives (co-sponsor with the Community Development Committee)

Legislative Recommendation: *The LOC will support legislation to preserve and strengthen discretionary local economic development incentives including the Enterprise Zone (EZ), Long Term Rural Enterprise Zone (LTREZ) and Strategic Investment Program (SIP).*

Background: The EZ and LTREZ programs provide local governments the option to offer a temporary full exemption from property taxes for qualified new property of a business (3 to 5 years for the standard EZ and 7 to 15 years for the rural EZ). The SIP program allows local governments to offer a 15-year partial exemption on the value of new property that exceeds a certain investment threshold (\$25 million to \$100 million depending on location and total project value). Recent studies by Business Oregon confirmed what city economic development professionals know; these incentive programs are crucial for Oregon to remain competitive nationally and show massive benefits to Oregon in terms of jobs, enhanced economic activity, and tax revenues. The EZ and LTREZ programs will sunset in 2025 without action by the legislature, and “gain share” provisions of the SIP program transferring a portion of income taxes resulting from qualified projects to local governments will sunset in 2026. The LOC will advocate for sunset extensions and for changes that will improve the programs, and advocate against any changes that will reduce local control or devalue the incentives.

Marijuana Taxes

Legislative Recommendation: *The LOC will continue to advocate for increased revenues from marijuana taxes. This may include proposals to restore state marijuana tax losses related to Measure 110 (2020) distribution changes, and to increase the current 3% cap on local marijuana taxes so local voters may choose a rate that reflects the needs of their community.*

Background: Recreational marijuana retailers are required to charge a state-imposed retail sales tax of 17 percent for all recreational marijuana sold. Until the end of 2020 cities received 10% of the net revenue from the state tax but Measure 110 changed the distribution formula and will reduce city distributions by an estimated 73% for the 2021-23 biennium. Cities may also impose a local retail sales tax of up to 3%, subject to voter approval. Tax rates for recreational marijuana vary widely across the states, but the total Oregon tax burden is 20-25% percent below other West Coast states. Unbiased academic studies indicate Oregon could increase marijuana taxes without pushing significant business to the illicit market. If the Legislature is not willing to allow increased taxes it should restore city revenues by other means back to what was agreed to when recreation marijuana was legalized.

Alcohol Revenues

Legislative Recommendation: *The LOC will advocate for enhanced revenues from the sale of alcohol to mitigate the impact of recent legislative changes that will otherwise reduce this crucial revenue source.*

Background: Oregon's beer tax has not been increased since 1978 and is \$2.60 per barrel which equates to about 8.4 cents per gallon or less than 5 cents on a six-pack. Oregon has the lowest beer tax in the country, and to get to the middle of the states Oregon would need a more than 10-fold increase. Oregon's wine tax is 67 cents per gallon and 77 cents per gallon on dessert wines, this is the second lowest tax nationwide, and the first 2 cents of the tax goes to the wine board. Oregon is a control state and is the sole importer and distributor of liquor, which accounts for about 94% of total alcohol revenues. The Oregon Liquor and Cannabis Commission (OLCC) sets retail prices at about 105% of their cost and net revenues are distributed based on a formula. Cities are preempted from imposing alcohol taxes. In exchange, cities receive approximately 34% of the state alcohol revenues after the state takes 50% of beer and wine taxes off the top prior to this distribution. Recent legislative changes will reduce city revenues; the legislature approved a more generous compensation formula for liquor store owners in 2021 and approved a 148% cost increase for a planned OLCC warehouse in 2022. Both changes will reduce distributions to cities. Cities have significant public safety costs related to alcohol consumption and taxes on alcohol do not cover their fair share of these costs. There are numerous ways to address the issue: increasing taxes on beer or wine (possibly through a local sales tax option), increasing the markup on liquor, or increasing the per bottle surcharge currently in place at liquor stores and dedicating the funds to paying for the planned OLCC warehouse.

Brought to you by the Telecommunications, Broadband Policy Committee

Digital Equity and Inclusion

Legislative Recommendation: *The LOC will advocate for legislation and policies that help all individuals and communities have the information technology capacity needed for full participation in our society, democracy, and economy.*

Background: Connectivity is crucial to modern life. It is being relied on more for how people do business, learn, and receive important services like healthcare. As technology evolved the digital divide has become more complex and nuanced. Now, discussion of the digital divide is framed in terms of whether a population has access to hardware, to the Internet, to viable connection speeds and to the skills they need to effectively use it.

Resilient, Futureproof Broadband Infrastructure and Planning Investment

Legislative Recommendation: *The LOC will support legislation that will ensure broadband systems are built resiliently and futureproofed while also advocating for resources to help cities with broadband planning and technical assistance through direct grants and staff resources at the state level. The LOC will support legislation that addresses issues with the inconsistency of regulations applied to traditional and nontraditional telecommunications service as more entities move to a network based approach instead of what services are being provided. LOC will oppose any preemptions on local rights-of-ways, and municipalities right to own poles and become broadband service providers.*

Background:

Broadband Planning and Technical Assistance

Most state and federal broadband infrastructure funding sources require that communities have a broadband strategic plan in place to qualify for funds. Unfortunately, many cities do not have the resources or staff capacity to complete comprehensive broadband strategic plans.

Resilient and Long-Term Systems

As broadband is continually being made a priority on the state and federal level, we must think strategically about how to build resilient long-term networks that will serve Oregonians now and into the future. Ways to ensure broadband is resilient may include investing in robust middle mile connections, ensuring redundancy and multiple providers in all areas, and undergrounding fiber instead of hanging it on poles.

Optional Local Incentives to Increase Broadband Deployment

All levels of government have identified broadband as a priority. However, there continue to be proposed mandates on local governments to deploy broadband services more quickly. Cities have a duty to manage rights-of-ways (ROW) on behalf of the public and need flexibility to adequately manage the ROW. Instead of mandates the state should focus its efforts on allowing cities the option to adopt incentives that could help streamline broadband deployment.

Regulatory Consistency Amidst Convergence

Historically, the standards and oversight policies for a specific technology were established independently and were not developed with merging or interoperability in mind. For example, telephony (when providing voice), cable TV (when providing video), and mobile cellular technologies each follow their respective standards, and these services were regulated by policies specific to each type.

Incentives for Broadband Affordability, Adoption and Consumer Protections

Legislative Recommendation: *The LOC will seek additional state support and funding for increased broadband adoption and affordability and will advocate for consumer protections for those accessing the internet, internet enabled devices and broadband service.*

Background: Broadband infrastructure is being funded at a historic level. For that infrastructure to be adequately utilized affordability and adoption initiatives must receive investment. Initiatives that would help could include studying barriers to adoptions and affordability; ensuring adequate competition in providers; investing in more data centers statewide so service is cheaper for regions outside of the I-5 corridor as it is simply more expensive per megabit to provide; and ensuring providers are widely advertising programs meant for those with limited means.

Additionally, problems with internet providers are among the most common consumer complaints in Oregon. Complaints often involve paying more than expected, difficult cancellation policies and poor service. Consumers are at risk of being advertised or offered services that are not actually being delivered. For example, 25/3 is the current definition of broadband. Currently, providers are allowed to advertise

speeds as “up to” 25/3 or a certain speed. There is no one enforcing whether or not providers actually hit their advertised speeds. Providers should be accountable for making sure consumers have the appropriate equipment for the services they are paying for.

Cybersecurity & Privacy

Legislative Recommendation: *The LOC will support legislation that addresses privacy and cybersecurity for all that use technology, including but not limited to: funding for local government cybersecurity initiatives, statewide resources for cyber professionals, regulations of data privacy, or standards for software/hardware developers to meet to make their products more secure.*

Background: Society is becoming more technologically reliant than ever before and that will only increase. With this increase of technology there is an increased risk for cybercrimes. Therefore, cybersecurity and privacy systems must be taken seriously. Cybersecurity encompasses everything that pertains to protecting sensitive data, protected health information, personal information, intellectual property, data, and governmental and industry information systems from theft and damage attempted by criminals and adversaries.

Cybersecurity risk is increasing, not only because of global connectivity but also because of the reliance on cloud services to store sensitive data and personal information. Widespread poor configuration of cloud services paired with increasingly sophisticated cyber criminals means the risk that governments, businesses, organizations, and consumers suffer from a successful cyberattack or data breach is on the rise.

Brought to you by the Transportation Policy Committee

Transportation Safety Enhancement

Legislative Recommendation: *The LOC supports legislation that improves the overall safety of the transportation network in communities. The LOC will achieve this outcome by expanding authority for establishing fixed photo radar to all cities, increasing flexibility for local speed setting authority, and increased investment in the “safe routes to schools” and expansion of the “great streets” programs.*

Background: The City of Portland has demonstrated improved safety outcomes in neighborhoods with the addition of fixed photo radar along high-crash corridors. LOC’s efforts to expand the use of fixed photo radar to additional cities failed during the 2021 Session. ([HB 2019](#)) - High Crash Corridor for City of Unity) and ([HB 2530](#)) -Extending Fixed Photo Radar) were supported by the LOC, but lacked sufficient support from legislators to advance.

During the 2019 Session the LOC supported [SB 558](#), which would authorize a city to designate speed for a highway under the city’s jurisdiction that is five miles per hour lower than statutory speed when the highway is in a residential district and not an arterial highway. During the 2021 Session passage of [HB 3055](#) (Sect 81 (5)(g)) extended speed setting authority to highways within the jurisdictional boundaries of cities and Multnomah & Clackamas counties.

Road User Fee – Vehicle Miles Traveled (VMT) Structure

Legislative Recommendation: *The LOC will support replacement of Oregon's Gas Tax with a road impact fee structure that will capture added revenue from cities with local gas tax structure. The pricing structure should also maintain a weight-mile tax structure to make sure that there is an impact element of the fees paid for transportation infrastructure.*

Background: The LOC has historically advocated for a fee structure that more closely matches road usage. Gas tax revenues are a declining source of revenue due to enhanced mileage in new vehicles and the increase of electric vehicles on roads.

New Mobility Services

Legislative Recommendation: *The LOC supports the entry and utilization of a variety of new mobility services that support a safe, sustainable, and equitable multimodal transportation system, while preserving local government's authority to regulate services and ensure public and consumer safety in communities.*

Background: The expansion of mobility services presents local governments with opportunities and challenges. Mobility services include Uber, Lyft, scooters, E-bikes, and food service delivery such as DoorDash, and UberEATS. Many cities across the country have initiated efforts to add regulatory oversight of these services to provide a base level of safety to consumers. Companies such as Uber and Lyft have tried to de-regulate their business model in states specifically introducing legislation that would pre-empt local governments to regulate and establish steps that protect their respective communities. The LOC has supported efforts during the 2019 session such as [HB 3379](#) and opposed efforts that pre-empted local governments such as HB 3023.

Funding for Recovery of Abandoned Recreational Vehicles

Legislative Recommendation: *The LOC supports the formation of a recovery fund that cities could access for disposing of abandoned Recreational Vehicles (RV).*

Background: With the ongoing houseless and affordable housing crisis cities have experienced an increase in dumping of vehicles and RVs in neighborhoods, streets and the right-of-way. The costs associated with towing, recovery, and determining ownership has presented significant costs in some communities. Several cities are allocating hundreds of thousands of dollars to recover abandoned vehicles from streets, parks, private property, and other locations. Tow companies have expressed an interest in a recovery fund as well, since the companies must deal with storage and disposal of the vehicles, which presents several challenges.

Brought to you by the Water and Wastewater Policy Committee

Water Utility Rate and Fund Assistance

Legislative Recommendation: *The LOC will collaborate with members of the bipartisan work group to continue the proposed legislative purpose of the Low-Income Household Water Assistance (LIHWA) program.*

Background: The LOC was successful during the 2021 legislative session in advocating for the development of a new water utility funding assistance program for ratepayers experiencing ongoing or recent economic hardships. The LOC worked with a bipartisan work group to pass legislation that formed the Low-Income Household Water Assistance (LIHWA) program which received federal funding for the

initial implementation through the Consolidated Appropriations Act of 2021 and the American Rescue Plan Act (ARPA) of 2021. The program was incredibly successful, but the federal funding that was allocated to the State of Oregon was already exhausted in some counties in the Spring of 2022.

The bipartisan workgroup's intent was to make this program a permanent program, with initial pilot funding provided by the federal government.

Place-Based, Water Resource Planning (Program Support)

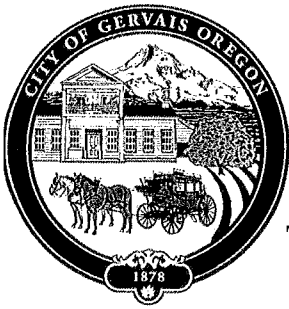
Legislative Recommendation: *The LOC will advocate for the funding needed to complete existing place-based planning efforts across the state and identify funding to continue the program for communities that require this support.*

Background: Oregon's water supply management issues have become exceedingly complex. Lack of adequate water supply and storage capacity to meet existing and future needs is an ongoing concern for many cities in Oregon and is a shared concern for other types of water users including agricultural, environmental, and industrial. The Legislature created a place-based planning pilot program in Oregon administered through the Oregon Water Resources Department that provides a framework and funding for local stakeholders to collaborate and develop solutions to address water needs within a watershed, basin, or groundwater area. The LOC Water & Wastewater Policy Committee recognized that while this funding is limited to specific geographic areas, they also recognized the importance of successfully completing these pilot efforts and conducting a detailed cost/benefit analysis. It is a critical step to demonstrate the benefits of this type of planning. If these local planning efforts prove to be successful, there will likely be future efforts to secure additional funding for other place-based planning projects across the state in 2022.

Infrastructure Financing and Resilience

Legislative Recommendation: *The LOC will advocate for an increase in the state's investment in key infrastructure funding sources, including, but not limited to, the Special Public Works Fund (SPWF), Brownfield Redevelopment Fund, Regionally Significant Industrial Site loan program, and set asides through the SPWF for seismic resilience planning and related infrastructure improvements to make Oregon water and wastewater systems more resilient.*

Background: A key issue that most cities are facing is how to fund infrastructure improvements (both to maintain current and to build new). Increasing state resources in programs that provide access to lower rate loans and grants will assist cities in investing in vital infrastructure. An LOC survey of cities in 2016 identified a need of \$7.6 billion dollars over the next 20 years to cover water and wastewater infrastructure projects for the 120 cities who responded. This shows a significant reinvestment in the Special Public Works Fund (SPWF) is needed to help meet the needs of local governments.



CITY OF GERVAIS

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MEMORANDUM

To: City Council for the City of Gervais

From: Emily Matasar, City Attorney

Date: July 28, 2022

Subject: Ballot Measure 109 (Psilocybin) Options

Background:

In November 2020, Oregon voters approved Ballot Measure 109, known as the Oregon Psilocybin Service Act (codified at ORS 475A), which allows for the manufacture, delivery and administration of psilocybin (mushrooms) at licensed facilities. The Oregon Health Authority (OHA) has begun the rulemaking process to implement Measure 109 and will begin accepting applications for psilocybin licenses in January 2023.

There are four different types of licenses that OHA will issue under the state's psilocybin program—manufacturer (production), laboratory (testing), facilitator (server), and service center licenses (location where provided and taken).

Measure 109 provides three different areas where the City could be involved in the state's psilocybin program. First, the City is permitted to prohibit licensed manufacturers or service centers within its jurisdiction. Any such prohibition, however, must be approved by the City's voters at a general election. Second, the City may impose reasonable time, place and manner restrictions on licensed facilities if such facilities are not prohibited. Finally, before OHA issues a license for a facility, the City must provide a land use compatibility statement (commonly known as a LUCS), to ensure that the proposed facility is in compliance with local land use regulations.

Options:

Because OHA plans to begin accepting applications for licenses next January, the City should consider its options now as to how or if to regulate psilocybin facilities. The City's options include:

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- Referring a measure to the November 2022 ballot to prohibit licensed facilities within the City. To place such a measure on the November 2022 ballot, Council must approve a resolution adopting a ballot title no later than August 18, 2022. Such a measure could prohibit manufacturer and/or service center licensees from locating within the City.
- Referring a measure to the November 2022 ballot to temporarily prohibit manufacturer and/or service center licensees in the City. Some cities are considering a temporary prohibition (2 years) to provide additional time to enact reasonable time, place and manner restrictions on licensed facilities. Because these regulations typically result in amendments to the City's development code, the process to enact changes requires notice to the state as well as hearings before the Planning Commission and Council, and a temporary prohibition will provide extra time to consider such regulations. In addition, it is believed that a two-year prohibition will allow some jurisdictions to gather additional information about how/if licensed facilities will have an impact on their communities. To that end, some cities believe imposing a two-year prohibition makes sense.
- Enacting time, place and manner restrictions now. Instead of referring any type of prohibition to the ballot, some jurisdictions are considering enacting reasonable time, place and manner restrictions to dictate where and how facilities will operate. **It should be noted that state law already prohibits locating a service center within residential zones of an incorporated city or within 1,000 feet of a school. In addition, state law prohibits the manufacturing of psilocybin products outdoors.**
- Taking a belt and suspenders approach by referring a measure to the ballot and enacting time, place and manner restrictions. The reasoning behind this approach is that if the voters reject a prohibition measure in November, there likely will not be enough time to have time, place and manner restrictions in place by January 2023 when OHA plans to begin issuing licenses.
- Not doing anything at this time. There is some belief that the psilocybin program will take more time than the marijuana program to get going, and as such some jurisdictions are not rushing to take any action at this time. One issue to take into consideration with this approach is that any prohibition must be approved by the voters during a statewide general election. Thus, if a prohibition measure is not referred to the November 2022 ballot, the next time the voters could consider a prohibition of any kind is November 2024.

Two options the City may not consider are imposing additional licensing requirements or a local tax on psilocybin as both types of regulations are expressly preempted by Measure 109.

Conclusion:

The Council should consider what, if any, regulations it would like to impose on psilocybin licensees.



CITY OF GERVAIS

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Date: July 28, 2022

To: Mayor and City Council

From: Susie Marston, City Manager

Re: City Manager Staff Report for August 4, 2022

I will be prepared to give a verbal report at the council meeting. We are short on staff this week with much going on. I feel as if much of what I have to report goes into the council packet. I will have more for you though! Sorry I didn't get it done this time.

Gervais is a charming, dynamic rural community with a rich cultural heritage, valuing the past and anticipating the future...a wonderful and tranquil place to work, play and live.

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Gervais Police Department

592 4th Street, P.O. Box 329

Gervais, OR 97026-0329

Office 503-792-4575 ★ Fax 503-792-4525 ★ Dispatch 503-588-5032

August 2022 Council Report

Reporting period between June 1, 2022 through June 30, 2022	
<u>Calls of service/CAD reports</u>	300
<u>Arrests</u>	8
<u>Traffic offenses</u>	88
<u>Traffic written warnings</u>	82
<u>Assist Agencies outside City limits</u>	8
<u>Assist Agencies inside City limits</u>	6

- **4th of July-** We had a great time at the parade, festival and fireworks show. Having all these events back after COVID was very positive for our community. Special thank you to Hubbard PD and Marion County Sheriff's Office for helping us with traffic control during the parade.
- **City Hall Generator-** NW Natural Gas is reviewing our meter and gas flow to City Hall as part of the process for installation.
- **Mental Health Training-** Officers Camacho, Rise and Dryden attended the advanced 40 hour CIT training. This training provides officers with cognitive information, resources and skills that allow effective problem solving that promotes positive outcomes while responding to incidents involving mental health situations.
- **Oregon School Resource Officers Association-** Lt. West and I attended this year's training. We received valuable and important information, review and analysis of school shootings and preventive measures we can take to reduce the risk to our schools.
- **D.A.R.E. International** I was humbled and honored to receive the 2022 Executive of the Year Award. Special thank you to our past and present Mayor and City Council, our School Superintendent, School Board, our City Manager, and both Lieutenant Seibel and West. Without our partnership and your support this would not have been possible.

Thank you for your support; it is our pleasure to serve the community.

- Mark J. Chase, Chief of Police.



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Gervais Public Works Council Report For the Month of July 2022

Tree Farm Update: Zones 9 and 10 have logged off. Next phase will be to prep the ground so that the irrigation system can be reinstalled. The log piles have yet to be removed.

The speed signs were returned back from the factory and are back up and operational.

The city's two lift stations were cleaned by Spartan Environmental.

OAWU performed a sludge survey on lagoons number 1 and 2. This is done to monitor the capacity. The results should be back in 2 weeks.

Still waiting on one more bid on the elimination of electrical boxes on 4th Street. These are located in front of the phone company's property.

The Fourth of July Parade and festival went well.

John Robinson

Public Works Superintendent