



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, July 7, 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: July 7, 2022 City of Gervais Council Meeting

Time: July 7, 2022 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://us06web.zoom.us/j/81706566132?pwd=RDlmeWhEQ1R0dVBYTGNIIFPbXVvZz09>

Meeting ID: 817 0656 6132

Passcode: 951220

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 817 0656 6132

Passcode: 951220

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.

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.

The City of Gervais is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-941 1 / 1 5 7

6. Consent Calendar:

- a. Minutes of the June 2, 2022 Regular Session
- b. Minutes of the March 3, 2022 Special Meeting
- c. Minutes of the March 7, 2022 Worksession
- d. Minutes of the May 5, 2022 Special Meeting
- e. Bill list for May 28 – June 30, 2022
- f. Treasurers Report for period ending June 30, 2022

Requested Action: Motion to approve the July 7, 2022 consent calendar as presented.

7. Committee Reports

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

8. Presentations

- a. Gervais Fire Station Update – Woodburn Fire Chief Joe Budge

9. Public Hearings

- 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. Continue hearing to August 4, 2022
- b. SDR 2021-02, Site Development Review, and PAR 2022-01, Partition, located on Winfield Street between 1063 and 1113 Winfield Street, also referenced as Parcel 2 of PP 2020-037. Tax Lot #052W26BA001106.
 - 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
- b. Consumer Price Index information

11. Action Items

- a. Renew Land Use Planning Contract with Mid- Willamette Valley Council of Governments
- b. Resolution No. 22-008, A Resolution Authorizing an Intergovernmental Agreement for Municipal Judge between the Cities of Gervais, Hubbard, Aurora, Silverton, Mt. Angel, Donald and Sheridan.
- c. Approve Marion County Subrecipient Agreement BO-4608-22 for 2021 ARPA Funds and authorize City Manager to sign the same.

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12. New Business

13. Staff Reports:

- a. City Manager
- b. Police Department
- c. Public Works

14. Business from the Mayor or Council

15. Adjourn

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6a.

**MINUTES OF THE REGULAR SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL WITH ZOOM ALTERNATIVE AT 7:00 PM ON JUNE 2, 2022**

1. Call to Order

Mayor Annie Gilland called the meeting to order at 7:00 pm.

2. Pledge of Allegiance

The Pledge of Allegiance was led by Councilor Gonzalez

3. Roll Call

Mayor Annie Gilland	Present
Councilor Pamela 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, Police Chief Mark Chase, Public Works Superintendent John Robinson

Others Present: None

4. Announcements/Additions: none

5. Public Comment

Allison Kelly, 250 E. Ivy Ave. Gervais, Oregon. Kelly raised the issue of Mayor Gilland encouraging citizen engagement on her Facebook page and then censoring citizens by blocking those with contrary opinion; violating first amendment right of freedom of speech. Kelly continued to express her concern of Mayor Gilland's bullying and disrespect to the citizens of Gervais if they disagreed with her.

Melanie Blaire, 250 E. Ivy Ave. Gervais, Oregon. Blaire pointed out Mayor Gilland using personal Facebook page for business publicizing city hall information, lobbying against the bond, posting community events, censoring others and violating of 1st amendment rights. Blaire stated Mayor Gilland had worked closely with members of the community to dig up personal and financial information about her and other members of the community, accused residents of the community of doing drugs, and allowed a non-resident of Gervais to join the Ad Hoc committee. Blaire pointed out the committee is working on the skate park, a basketball tournament, the 4th of July, circus and park lighting. Blaire noted the Ad Hoc committee should have one task assigned and then the committee should be disbanded.

Rocky Sherwood, 2622 Nina Place, Hubbard, OR. Sherwood reminded the council that he gave Gervais their first Christmas parade and he would support any committee that allowed his kids to be a part of it.

Jorge Ruiz, 1010 McCallum Lane, Woodburn, OR. Ruiz informed the council of opening his own Mexican food business in Hubbard.

Linda Jensen, 1060 8th St., Gervais, OR. Jensen told Council President Wagner she didn't agree with her joining a Facebook hate page and suggested she could have monitored it without joining. Jensen told Wagner if she ran again she would get no votes because people wouldn't respect someone joining that type of group.

Sandra Foote-Gregory, 345 7th St., Gervais, OR. Foote-Gregory stated she was grateful for all of the wonderful contributions that Annie had given the town. She said Annie worked diligently to improve this town and she represented the good citizens of this town very well.

Brian Wagner, 166 Hemlock Dr., Gervais, OR. Wagner clarified that Council President Micky Wagner was his wife. He stated he wasn't up there to throw stones or debate with any of the garbage going on. He continued telling the council it was childish on both sides. He said everyone should come together instead of tearing each other apart.

Christy Richardson, 545 2nd St., Gervais, OR. Richardson mentioned to the council she volunteers often and had never been treated as poorly as she was when volunteering at the circus. She commended Council President Wagner for bringing the circus to town and said her family had a wonderful day. Richardson couldn't understand the belittling of Council President Wagner. Richardson voiced that all of the controversy was because Mayor Gilland couldn't separate her personal feelings from her professional role and that was what Mayors were supposed to do. Richardson pointed out she was blocked by the mayor and had never said anything bad about her or argued with her.

Lucas Blair, 250 Ivy Ave E, Gervais, OR. Lucas pointed out that the mayor was breaking the rules yelling at the councilman, her city residents, being disrespectful to him in the audience and continued to talk and let other people talk past their time. Lucas claimed to have a screenshot of the mayor calling someone a bitch on social media.

In summation of the intensive deliberations, interruptions and arguing throughout the entirety of public comment, there was no council action taken. Listen to audio for more on this discussion.

Mayor Gilland moved item 8. Presentation on the agenda to item 6.

Marion County Circuit Court Judge – Erious Johnson, Jr. - Judge Johnson introduced himself as the newest Marion County Circuit Court Judge appointed on February 2nd and sworn in on February 14th, taking the bench March 1st. Johnson had been introducing himself to surrounding community because he wanted to be accountable, transparent and meet the

community. He explained that he was from the Bronx where there were gang bangers, kids being killed, people were throwing hypodermic needles out of windows and Gervais was arguing about facebook posts.

Johnson explained everyone was coming out of a pandemic; everyone was stressed and acknowledged the need for community. He pointed out the need for accountability and pointed out what the world needed was so much bigger than all of this. He encouraged everybody to work through the hard stuff together. Johnson stated that politicians needed to be held accountable by the people and they were doing that, whether their responses were accepted or not. He thanked everyone for their time, said he had to get home to feed his dogs, and consequently he hoped to not see anyone in his chambers.

6. Consent Calendar

- a. Approval of the minutes of the May 5, 2022 Regular Session
- b. Approval of the minutes of the May 19, 2022 Budget Committee
- c. Approval of Bill List for April 26 –May 30, 2022

Councilor Barch made a motion to approve the June 2, 2022 Consent Calendar as presented, Seconded by Council President Wagner. Motion is unanimously carried and so moved.

7. Committee Reports

- a. Ad Hoc – Skate Park

Laura Clifton asked if the council had any questions. Council President Wagner read from the council rules **Section 22.2 Duty of Ad-hoc Committees**. The mayor may form ad-hoc committees to deal with specific tasks within specific timeframes, make recommendations to the council and record minutes of the meeting, which will be forwarded to the council after approval. The mayor will establish the membership criteria for the ad-hoc committees.

Residency may be a required criterion but does not have to be a required criterion.

Council President Wagner asked what the original task of the Ad-Hoc Committee was. Mayor Gilland replied it was the skate park. Wagner told Laura Clifton she appreciated what the committee was trying to do but was taking care of too many things at once. Wagner pointed out Laura Clifton talking during City Council meetings. Wagner stated the ad-hoc committee should be one task and one task only, then disbanded. Wagner stated it could be found on League of Oregon Cities.

Mayor Gilland stated Gervais did not follow League of Oregon cities, they follow their own rules. Arguing ensued. Mayor Gilland interrupted with a Point of Order –stating that Wagner made her point and that Wagner did not agree with how the Ad-Hoc Committee was appointed.

Clifton spoke about volunteers at the circus and said Rocky Sherwood and Cole could attend any meeting they wanted to if it was public.

Mayor Gilland read from the council rules Section 22.3 Appointment of Ad-hoc Members. The mayor will appoint members of the ad hoc committees. The mayor will designate the chairperson and the vice chair. Membership on the committees will be appointed as needed to advise the council on specific programs or projects. Members will continue to serve until their mission is accomplished, or they are removed, replaced or reappointment.

There were discussions about how each group of volunteers was treated at the circus, texting conversation about pictures, and opinions were shared about how the set up could've been done better. Arguing ensued. Reactions varied. No council action was taken. Listen to audio for more on this discussion.

Cliffton said firework permits were in place. Gilland has been getting donations for city to raffle off, Copperridge band was booked for entertainment, and it was recommended to bring your own lawn chair.

City Manager Marston reported she was finishing up the parade permit and asked what time the staging would start. Mayor Gilland said 9 am. Marston asked what time the parade would start. Gilland said 10:30 am and stated Rocky Sherwood would be there.

Bartch asked Cliffton about the status of the basketball tournament. Cliffton stated they would probably have to cancel, there were no registrations and in the future they could try again. Mayor Gilland clarified that they didn't rent the church for a religious factor, but because it was \$505.00 versus \$3000. Gilland clarified it was to save tax payers money.

City Manager Marston asked Annie if she rented the church, and if there was any money paid, or contracts performed. Mayor Gilland said no, her husband Keith reserved it and she would have him call and cancel the reservation.

Council President Wagner asked Cliffton if the \$500,000 for skate park kit was an actual figure. Gilland said it was an example. Cliffton said it wasn't a kit and that had been misspoken.

Public Comment - Kathy Harvey, 1080 7th St. (no relation to Councilman Harvey)After hearing how volunteers were being treated; it would be a cold day in hell before she ever volunteered for anything in Gervais if that was the kind of thanks people received when giving freely of their time, said Harvey.

8. Mayor Gilland moved item 8. Presentation on the agenda to item 5.

Before Budget hearing 2022-23, Mayor Gilland added a discussion about the COLA, to the Agenda.

Councilor Harvey said he did some checking around the COLA was lower than 7.4%. Mayor Gilland said the State of Oregon was 3%, Hubbard was 4.63%, Social Security is giving 5.9%, Salem was 4.52% and PERS was 2%. Gilland stated she knew that Susie did not know about this discussion happening and she knew that Susie gave her word, but she wasn't comfortable

with it – not because Susie’s word wasn’t good, but procedurally needed to be fixed in case of an emergency situation the City would be locked into it. Mayor stated she liked Hubbard’s 4.63% and Social Security was 5.9%. She asked if the council would be willing to meet in the middle.

Bartch didn’t like that there were no numbers in front of the council and did not feel comfortable just picking a number and as a group there wasn’t a system formatted. She knew City Manager Marston was in the process of getting information for the council and wanted to wait for that.

Mayor Gilland suggested using the CPI index 12 points of data and divide and not cherry picking. Harvey stated that Marston put the number in as 7.4%. Mayor Gilland said if they signed the budget tonight that’s what it would be.

Marston responded no, and clarified that if the council adopted the budget tonight it was still on the understanding that the council hadn’t agreed on a COLA yet and the discussion could happen in July, however the budget needed to be adopted by June 30th to be in compliance with Oregon Budget Law. Gilland didn’t like the procedural idea of it all.

Council President Wagner asked if it was possible to get numbers in black and white, bring them back, compare and come to a compromise amongst the council because she remembered Susie saying before if they approved it was for the budget not the COLA. Harvey said the only way he would agree to approving is if he had something in writing that said the 7.4% was reduced to zero and then come back and talk about it; otherwise he would vote no on the budget. Mayor Gilland agreed.

Councilor Foreman established that it was previously discussed at the budget committee meeting that they would omit this component, and pass the budget to meet state law. The council would then come back and make a decision based on that. Foreman couldn’t understand why Harvey and Gilland wouldn’t move forward and pass the budget because the caveat was in black and white and documented already.

Harvey asked Susie if the budget said anything about the 7.4% in it. Marston replied yes, and explained that the personnel cost was based on the 7.4% COLA and it was discussed at Budget Committee Meeting that her suggestion was to move forward with the budget the way it was with the understanding that she wouldn’t do any COLA changes until council had the discussion on the COLA and decided how they wanted to move forward. Listen to audio for further discussion.

Councilor Harvey made a motion to change the COLA from 7.4% to 5%. Councilor Bartch seconded, Mayor Gilland took a roll call vote. All voted ‘AYE’. Motion is unanimously carried and so moved.

9. Budget Hearing for 2022-23 Fiscal year

- I. Open the Hearing – Mayor Gilland Opened the Hearing at 8:18 pm
- II. Hear Public testimony - none
- III. Take Additional Questions or Comments - none
- IV. Close Public Hearing – Mayor Gilland closed Public Hearing at 8:19 pm.
- V. Adopt Resolution 22-004, A Resolution Adopting the 2022-23 Budget, Making Appropriations, Imposing the Tax, and Categorizing the Tax

Councilor Bartch made a motion to Adopt Resolution 22-004, A Resolution Adopting the 2022-23 Budget, Making Appropriations, Imposing the Tax, and Categorizing the Tax. Seconded by Council President Wagner. Motion unanimously carried and so moved.

10. Old Business

- a. See activity tracker – none

11. Action Items-

- a. Adopt Resolution 22-005, Budget Transfers for Fiscal Year 2021-22
City Manager Marston explained that budget law allows one transfer at the end of the year. She noted the purposes of these transfers were to cover extra expenditures for legal fees and extra surveying fees for street projects.

Councilor Bartch made a motion to Adopt Resolution 22-005, Budget Transfers for Fiscal Year 2021-22. Seconded by Council President Wagner. Motion unanimously carried and so moved.

- b. Resolution 22-006, Requesting State Revenue Sharing Funds
Marston explained this resolution was telling the Department of Revenue that Gervais wants to continue to receive the cigarette tax, marijuana tax and liquor tax.

Council President Wagner made a motion to accept Resolution 22-006, Requesting State Revenue Sharing Funds. Seconded by Councilor Gonzalez. Motion unanimously carried and so moved.

- c. Resolution 22-007, Establishing the Public Works Vehicle/Equipment Replacement Fund

Councilor Foreman made a motion to accept Resolution 22-007, Establishing the Public Works Vehicle/Equipment Replacement Fund. Seconded by Councilor Bartch. Motion unanimously carried and so moved.

12. New Business

- a. Circus report and consideration to host in 2024

There was a consensus from the council to have the Circus back in 2024.

It was set forth that Council President Wagner would call the circus and let them know.

b. Schedule public hearing for July 7, 2022 for File #VAC 2021-02 Petition to vacate the public alley in Block 68, bound by Ivy, Hemlock, 7th, and 8th submitted by Scott Mickalson.

Councilor Bartch made a motion to schedule public hearing to consider a petition for vacation of the public alley in block 68, also referenced as file #VAC 2021-02, to be held during the next regular meeting of the City Council, which is Thursday, July 7, 2022 at 7:00 pm. Seconded by Councilor Harvey. Motion was unanimously carried and so moved.

c. Authorize purchase of City Hall Generator

Councilor Bartch made a motion to approve the purchase and installation from Northside Electric for \$34,650 including a 10% contingency. Seconded by Council President Wagner. Motion was unanimously carried and so moved.

Brian Wagner in the audience asked if the generator had the capability to switching over to diesel if necessary. Chief Chase explained that it would have the capability of switching over to diesel if necessary.

Mayor Gilland welcomed interactive comments and questions and mentioned she did break the rules for this type of thing.

13. Staff Reports

a. City Manager

City Manager Marston provided her written report in the packet and asked if anyone had questions. Gilland asked Marston if the \$153,000 Water study done was already paid for. Marston replied, yes. The Mayor asked if Gervais already had a 20 year study for growth done by Holly Byram. Marston replied yes and that it's in the city general plan. She explained there all kinds of different components to it, but the three components, buildable lands inventory, economic analysis, and the housing needs analysis were all updated in 2014. Mayor Gilland asked for a copy for general knowledge.

Marston continued in reporting to the council about the land use application that was submitted for multihousing. Marston noted the multifamily development on a vacant property on Winfield and was scheduled to take place at the July 7th council meeting on public hearing. Marston read from an email provided by City Planner, Holly Byram to remind the Council that land use applications are governed by a specific set of state rules, which say that the decision makers should only consider information provided during the public hearing available to all parties.

This means the application, staff findings, consulting agency/department comments, and any councilor should not discuss with each other, their family, friends and neighbors and this of course includes social media and other online forums. If they do, council will need to disclose the ex parte contact and the information they acquired so that all parties are operating on the same information.

Mayor Gilland admits to doing that when she was a new Mayor and having to recuse herself.

City manager Marston shared a very special announcement. Marston mentioned loving her staff and recognized Chief Chase for being awarded the D.A.R.E. Law Enforcement Executive of the Year. Together, she and the former Lieutenant Craig Seibel nominated Chase for this award and found out he was selected last week. Marston had a nomination letter that she wanted to read aloud but she didn't think she could get through it. She apologized and instead congratulated Chief Chase.

b. Police Department – Chief Mark Chase

Chief Chase provided a written report.

Councilor Harvey asked Chief Chase why they were driving PD cars home, suggested it was unnecessary considering gas prices and consequently believed that this was giving them a raise. Harvey asked why the Gervais PD vehicles being driven home were unmarked and stated the cars should be marked. Harvey asked who authorized the police to drive cars home. Chase stated that was an administrative function that the City Manager should weigh in on and referred to Marston.

City Manager Marston explained that the Chief of Police was a working Chief and him and the lieutenant are both on call after hours. By them taking a vehicle they are able to respond directly to a call rather than having to go to the garage and transfer personal car to working car. Marston clarified that if they got a call in the middle of the night they could respond a lot faster.

Chief Chase provided an example and explained during the ice storm he was able to get on the PD vehicle computer, get access to information and coordinate things. Once he was able to get free from the fallen trees, he drove to Gervais and arrived timely. Chief Chase was able to set up a command post 24/7 for the city. Chase affirmed these logistics were important to provide the city in emergency situations. When the Sheriff's Office isn't able to respond and they are able to get here in a timely manner. Chase did not know of any policy that Gervais Police officers could not take car home

Harvey asserted that in past it was never allowed and his concern was Police Department being 2/3rds of the city's budget. Harvey pointed out the city paying for wear and tear and fuel because the cars were driven a total of 40 miles a day. Harvey did not have a problem with driving cars home in an emergency but was not in support of driving them home every day.

Councilor Foreman asked Councilor Harvey about the Gervais policy that they have had forever stating they don't take police cars home. She wasn't aware of a written policy and was trying to understand Harvey's position. Harvey said he would find it for her.

Mayor Gilland stressed the needs of sidewalks, safe roads, and park lighting. Gilland suggested allowing one of the cars to go home and agreed with Harvey about the wear and tear

and the high gas prices. Gilland suggested one on call to get to the computer or be in charge and reimbursing mileage in case of an emergency.

Marston was interested in seeing the policy that was set because she wasn't aware of anything saying they couldn't do this. Marston affirmed that it was an administrative function and she supports the officers taking a vehicle home in order to respond in a more timely manner.

Harvey indicated that it wasn't an appropriate use of tax payers' dollars and felt the council should've been notified, so the council could've made the decision.

Mayor Gilland said the council should've been informed because they were the governing body and no one was above them. Gilland noted that it was in the Charter the City Manager could hire, fire, supervise and do administrative things, but the council is where she was accountable. Gilland asked Marston what she meant by administrative function.

City Manager Marston replied by the Charter says the Council gives her authority to oversee the Police Department, Public Works, and the Administration and the day to day operations.

Gilland said the governing body was in charge and Marston's boss and asked if they could make a resolution changing that in the Charter. Marston replied yes, but she wanted to hear that from the whole council. Marston clarified that she was trying to say that she supported the 2 officers taking their vehicle home in order for them to respond in a timely manner. Marston acknowledged Chase's point during the ice storm and him having access to his special police computer in his car.

Chief Chase understood the concern and appreciated what was brought forward and him and Susie would meet to discuss the council's concerns and look at recommendations.

Mayor Gilland asked for a cost projection, how much the mileage was going home is for the last year and some data so they could see if it outweighed John's point. Gilland asked for detail showing what it would cost the city and what would they be saving if maybe just one car went home. Or perhaps the costs if they were on call or reimbursed. She asked for the cost of a different computer for home that he can get onto. Gilland stated that cost projections would help them understand what they could and couldn't afford.

Chief Chase noted the concern, said they were great questions and noted that he and Susie would review the issue and bring back some requested data.

Marston asked to hear from the rest of the council.

Council President Wagner said she could see both sides and after working closely with EMS, being on the fire engines and in ambulances and had seen the computers and how much different they were. Wagner understood the rising gas prices. To start things off she wanted to

see in black and white where it said that cars weren't allowed to be taken home, because if that was the case they had to start from there.

Councilor Bartch agreed with Wagner and saw both sides. Bartch wanted to see some general information of when the officers were on call and how much were they actually called back in.

Chief Chase informed the council that it's a couple of times a month. Chase recounted certain events that took a lot of time and explained the importance of having all resources and gear readily available. Chase had concerns about him and the lieutenant responding to an emergency from home and not being able to run code, or crashing a private vehicle and the city being responsible for that. Chase explained that he was unaware of the long standing rule Councilor Harvey spoke of. Chase noted it was a common practice and that generally the chief and the second in command do take vehicles home for responding and managing things. He could see the council's points and both sides of it and he said he could bring back some information to share and then the council could make a decision on how they wanted to proceed.

Councilor Gonzalez said he understood the Chief's point about responding with private vehicle.

There was a question from the audience about unmarked cars. Harvey said that he wanted all the PD vehicle's marked. Wagner said she thought at least one (the Chief's) should be unmarked. Gilland wanted the cars marked and commented that Gervais had a really big police force for the size of Gervais . Councilor Gonzalez voiced that Gervais had an excellent police department.

c. Public Works – Superintendent John Robinson

Superintendent John Robinson brought up an operational issue. He explained the lagoon system and how it functioned. He recommended putting in a solids collector which would extend the life of the lagoon not having to dredge maybe for 10 years. It takes all the flushable wipes that aren't flushable, the plastics and all the stuff that does not break down in the lagoon, mixes it up and puts it into a container and to dispose. The price tag we're looking at is right around \$500,000. Robinson explained they had enough SDC money and asked for a council consensus to move forward. City Manager Marston recommended it because it would take stress off of the current system, increases capacity and efficiency. Marston said it would preserve the aeration system and prolong the dredging. After discussion regarding solids collector, the consensus of the council was the following:

The council gave consensus to move forward with purchase of solids collector.

Councilor Bartch asked Robinson about speed signs. He replied they were out for repair. Harvey asked for information about how many speeders were coming into town and told Robinson he has previously asked for it. Robinson said when they come back he would get the data to the council. Bartch asked if they were going to open splash pad. Robinson said yes. Bartch asked how often the flowers were watered on Douglas. Robinson informed the council

they were watered every day and fertilized once a week. Gilland asked about banners for 4th of July. Robinson said they were delivered and didn't fit the poles, they were sent back and reordered. They would be here by next Tuesday.

Councilor Gonzalez explained that he was told they were moving too fast with the Veterans Wall and were going to forget a lot of things. Gilland asked Rocky to give Marston contact information for the engineer he recommended.

Councilor Foreman pointed out that she wanted to partner to help with Veterans Wall and wanted to be notified and included in those meetings. Gilland said anyone who wanted to help could come. Gilland told Foreman those committee meetings were held the first Tuesday after the council meeting and it would be listed on the agenda. She encouraged Foreman to attend when that item was on the committee's agenda.

Council President Wagner voiced the "National Night Out" was planned for 1st Tuesday of August. She mentioned the need of a movie screen, pyramids and bathrooms opened.

Mayor Gilland asked if there was more of a generalized location. Council President Wagner suggested Rocky hang some fliers in the area and perhaps people could offer to give rides.

14. Adjourn

Mayor Gilland adjourned the meeting at 9:09 PM

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON JUNE 2, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

le b.

MINUTES OF THE SPECIAL SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL AT 6:00 PM ON MARCH 3, 2022

1. Call to Order

a. The meeting was called to order at 6:08 PM

2. Pledge of Allegiance

Councilor Gonzalez led the Pledge of Alegiance

3. Roll Call

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

Staff Present: City Manager Susie Marston, City Recorder Denise Dahlberg

4. Announcements:

a. Additions/deletions to the agenda – None noted

5. Executive Session pursuant to ORS 192.660(2)(f), to consider information or records that are exempt by law from public inspection.

- a. The special meeting was closed at 6:12 PM
- b. The executive session was opened at 6:15 PM
- c. The executive session was closed at 6:29 PM
- d. The special meeting was re-opened at 6:30 PM

6. Adjourn

a. The meeting was adjourned at 6:31 PM.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON MARCH 3, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

**MINUTES OF THE WORK SESSION OF THE GERVAIS CITY COUNCIL AND
GERVAIS SCHOOL BOARD OF DIRECTORS
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS SCHOOL DISTRICT OFFICE AT 7:00 PM ON MARCH 7, 2022**

There was no quorum of the Gervais City Council, but Councilors Bartch and Foreman participated in the discussion with the Gervais School Board and listened to the presentation from grant writer Hilda Rosselli and Mayor John McArdle of the City of Independence on the topic of grant prospects and the importance of community partnerships in getting things done for the community.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON MARCH 07, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

led.

MINUTES OF THE SPECIAL SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL AT 6:30 PM ON MAY 5, 2022

- 1. Call to Order
 - a. The meeting was called to order at 6:30PM

- 2. Pledge of Allegiance
 - Councilor Gonzalez led the Pledge of Allegiance

- 3. Roll Call
 - Mayor Annie Gilland Present
 - Council President Micky Wagner Absent
 - Councilor Baltazar Gonzalez Present
 - Councilor Pam Foreman Absent
 - Councilor Diana Bartch Present
 - Councilor John Harvey Present

Staff Present: City Manager Susie Marston, City Recorder Denise Dahlberg, Police Chief Mark Chase

- 4. Announcements:
 - a. Additions/deletions to the agenda – None noted
- 5. Executive session pursuant to ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed

- a. The council met in executive session for approximately 28 minutes.

- 6. Adjourn
 - a. The meeting was adjourned at 6:58 PM.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON MAY 5, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

**MINUTES OF THE WORK SESSION OF THE GERVAIS CITY COUNCIL AND
GERVAIS SCHOOL BOARD OF DIRECTORS
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS SCHOOL DISTRICT OFFICE AT 7:00 PM ON MARCH 7, 2022**

There was no quorum of the Gervais City Council, but Councilors Bartch and Foreman participated in the discussion with the Gervais School Board and listened to the presentation from grant writer Hilda Rosselli and Mayor John McArdle of the City of Independence on the topic of grant prospects and the importance of community partnerships in getting things done for the community.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON MARCH 07, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

City of Gervals
Bill List
May 28, 2022 - June 30, 2022

6 e

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
911 Supply	6/7/2022	Danner Boots- TWest	General Fund	Police	379.95
	6/7/2022	KDryden-pant,cap,embroider	General Fund	Police	164.00
	6/30/2022	Velcro Cap-KDryden	General Fund	Police	25.50
	6/30/2022	Ring holder,notebook refill	General Fund	Police	38.74
	6/30/2022	Hero's Name tape- Blank*2	General Fund	Police	45.00
				TOTAL:		653.19
Advance Land Management LLC	6/9/2022	WWTP-Site Clean Up	Sewer Fund	Sewer	29,850.00
	6/30/2022	WWTP - Site Clean Up	Sewer Fund	Sewer	9,950.00
			TOTAL:		39,800.00
Amazon Capital Services	6/10/2022	soap & paper towels	General Fund	Admin	48.20
	6/7/2022	copy paper - 1 Case	General Fund	Admin	55.85
	6/30/2022	Metal ClipBoard-KDryden	General Fund	Police	43.45
	6/30/2022	Resin strap- H005-dMarshal	General Fund	Police	19.95
				TOTAL:		167.45
American Water Works Association	6/10/2022	06/01/22-05/31/23 Renewal	Water Fund	Water	44.50
	6/10/2022	06/01/22-05/31/23 Renewal	Sewer Fund	Sewer	44.50
			TOTAL:		89.00
Backflow Management	6/7/2022	May 2022 Backflow Svcs	Water Fund	Backflow	621.00
			TOTAL:		621.00
Beery, Elsner & Hammond LLP	6/7/2022	May 2022 Legal Svcs	General Fund	Admin	1,109.50
			TOTAL:		1,109.50
Bi-Mart	6/10/2022	CH misc supplies	General Fund	Admin	31.00
			TOTAL:		31.00
Bretthauer Oil Co.	6/10/2022	May 2022 Fuel Charges	General Fund	Police	1,504.31
	6/10/2022	May 2022 Fuel Charges	General Fund	Streets	186.58
	6/10/2022	May 2022 Fuel Charges	Water Fund	Water	185.58
	6/10/2022	May 2022 Fuel Charges	Sewer Fund	Sewer	187.58
			TOTAL:		2,064.05
CIS Trust	6/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	147.42
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	156.53
	6/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Admin	294.67
	6/1/2022	KAI/WILL/CH	General Fund	Admin	30.62
	6/1/2022	LIFE INSURANCE	General Fund	Admin	1.55
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	147.42
	6/1/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	4,000.66
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	152.85
	6/1/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	1,445.32
	6/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Police	2,044.84
	6/1/2022	EMPLOYEE MED INSURANCE	General Fund	Police	1,584.78
	6/1/2022	KAI/WILL/CH	General Fund	Police	30.62
	6/1/2022	LIFE INSURANCE	General Fund	Police	21.18
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	36.85
	6/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Court	196.45
	6/1/2022	KAI/WILL/CH	General Fund	Court	7.65
	6/1/2022	LIFE INSURANCE	General Fund	Court	0.31
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Street Improvement	73.71
	6/1/2022	EMPLOYEE/SP MEDICAL INS	State Tax Street F	Street Improvement	372.81
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Street Improvement	422.01
	6/1/2022	EMPLOYEE/FAMILY MED INS	State Tax Street F	Street Improvement	920.18
	6/1/2022	KAI/WILL/CH	State Tax Street F	Street Improvement	15.31
	6/1/2022	LIFE INSURANCE	State Tax Street F	Street Improvement	5.93
6/1/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	147.42	
6/1/2022	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	484.65	

City of Gervals
Bill List
May 28, 2022 - June 30, 2022

	6/1/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	344.75
	6/1/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	460.09
	6/1/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	687.56
	6/1/2022	KAI/WILL/CH	Water Fund	Water	30.62
	6/1/2022	LIFE INSURANCE	Water Fund	Water	7.65
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	147.42
	6/1/2022	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	484.65
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	344.75
	6/1/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	460.09
	6/1/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	687.56
	6/1/2022	KAI/WILL/CH	Sewer Fund	Sewer	30.62
	6/1/2022	LIFE INSURANCE	Sewer Fund	Sewer	7.65
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	36.84
	6/1/2022	EMPLOYEE/SP MEDICAL INS	Storm Drainage	Storm Drainage	149.12
	6/1/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	115.03
	6/1/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	204.48
	6/1/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	98.23
	6/1/2022	KAI/WILL/CH	Storm Drainage	Storm Drainage	7.65
	6/1/2022	LIFE INSURANCE	Storm Drainage	Storm Drainage	2.27
				TOTAL:	17,048.77
City of Salem	6/7/2022	4th Qtr Qrtly Inv 2021-22	General Fund	Police	10,597.50
				TOTAL:	10,597.50
CivicPlus, LLC	6/30/2022	Municode Admin Fee	General Fund	Admin	225.00
				TOTAL:	225.00
Columbia Bank Cardmember Services	6/10/2022	2022 WCRConference- Lodgin	General Fund	Admin	407.10
	6/7/2022	Hosted LOC Meeting	General Fund	Admin	410.67
	6/10/2022	2022 WCMA Conference-Mars	General Fund	Admin	325.00
	6/7/2022	gloves for city clean up	General Fund	Admin	39.92
	6/7/2022	Adobe Acrobat PDF Pack	General Fund	Admin	119.88
	6/7/2022	Candy for guessing jars-cl	General Fund	Admin	2.35
	6/7/2022	Candy for guessing jars-cl	General Fund	Admin	11.55
	6/10/2022	C/H Supplies	General Fund	Admin	31.00
	6/7/2022	Dead bolt for Office Admin	General Fund	Admin	405.00
	6/7/2022	Annual Spring Clean up-Vol	General Fund	Admin	102.45
	6/10/2022	2022 WCR Conf- Lodging	General Fund	Admin	-407.10
	6/10/2022	22-WCMA padi with ch# 3967	General Fund	Admin	-325.00
	6/10/2022	BIMart Expense not CC	General Fund	Admin	-31.00
	6/7/2022	Zoom-online	General Fund	Admin	12.74
	6/7/2022	Zoom-online	General Fund	Admin	12.74
	6/7/2022	Front plate bracket-Unit 5	General Fund	Police	35.30
	6/7/2022	SFST Training	General Fund	Police	19.68
	6/7/2022	Trailer hitch & Receiver	General Fund	Police	32.98
	6/7/2022	Unit 2 & 3 Car Wash	General Fund	Police	11.00
	6/7/2022	Afernandez-OACC Conference	General Fund	Police	558.45
	6/7/2022	Deadbolt with In use indic	General Fund	Parks Department	57.61
	6/7/2022	4th St flow meter-postage	Sewer Fund	Sewer	35.70
	6/7/2022	Dis oxygen meter, fluid&se	Sewer Fund	Sewer	129.99
	6/7/2022	Fisher's- PVC Nipple	Sewer Fund	Sewer	4.74
	6/7/2022	Fisher's- brass fire nozzl	Sewer Fund	Sewer	28.99
				TOTAL:	2,031.74
Dan Marshall	6/7/2022	PD Training, Camacho, Rlse	General Fund	Police	49.71
				TOTAL:	49.71
DataVision Cooperative	6/7/2022	May 2022 Telephone Charges	General Fund	Admin	498.38
	6/7/2022	May 2022 Telephone Charges	General Fund	Police	263.32
	6/7/2022	May 2022 Telephone Charges	General Fund	Streets	44.42
	6/7/2022	May 2022 Telephone Charges	Water Fund	Water	44.42
	6/7/2022	May 2022 Telephone Charges	Sewer Fund	Sewer	44.42
				TOTAL:	894.96
Evoqua Water Technologies	6/21/2022	Aerator Cones-WW	Sewer Fund	Sewer	568.82
				TOTAL:	568.82

City of Gervais
Bill List
May 28, 2022 - June 30, 2022

G.W. Hardware	6/7/2022	1A Electronic Fuse	General Fund	Police	5.49
	6/7/2022	SS Clamp	General Fund	Streets	9.98
	6/30/2022	paint, tape, roller, tray,	General Fund	Streets	101.78
	6/30/2022	Rotary file,hitch,blade, t	General Fund	Parks Department	47.50
	6/30/2022	Spray palnt, Gel Remover	General Fund	Parks Department	44.48
				TOTAL:	209.23
Garten Services, Inc.	6/30/2022	65 Gal Shred - PD	General Fund	Police	60.00
				TOTAL:	60.00
HRA VEBA Plan	6/1/2022	HRA VEBA Contribution	General Fund	Admin	19.38
	6/1/2022	HRA VEBA Contribution	General Fund	Police	188.97
	6/1/2022	HRA VEBA Contribution	General Fund	Court	5.25
	6/1/2022	HRA VEBA Contribution	State Tax Street F	Street Improvement	47.23
	6/1/2022	HRA VEBA Contribution	Water Fund	Water	54.23
	6/1/2022	HRA VEBA Contribution	Sewer Fund	Sewer	54.23
	6/1/2022	HRA VEBA Contribution	Storm Drainage	Storm Drainage	15.71
				TOTAL:	385.00
Hubbard Cleaners	6/7/2022	May 2022 PD Dry Cleaning	General Fund	Police	50.00
				TOTAL:	50.00
Internal Revenue Service	6/1/2022	FICA	General Fund	Admin	200.89
	6/1/2022	MEDICARE	General Fund	Admin	46.99
	6/1/2022	FICA	General Fund	Police	2,506.30
	6/1/2022	MEDICARE	General Fund	Police	586.16
	6/1/2022	FICA	General Fund	Court	61.10
	6/1/2022	MEDICARE	General Fund	Court	14.29
	6/1/2022	FICA	State Tax Street F	Street Improvement	448.68
	6/1/2022	MEDICARE	State Tax Street F	Street Improvement	104.94
	6/1/2022	FICA	Water Fund	Water	499.47
	6/1/2022	MEDICARE	Water Fund	Water	116.81
	6/1/2022	FICA	Sewer Fund	Sewer	499.47
	6/1/2022	MEDICARE	Sewer Fund	Sewer	116.81
	6/1/2022	FICA	Storm Drainage	Storm Drainage	144.85
	6/1/2022	MEDICARE	Storm Drainage	Storm Drainage	33.86
				TOTAL:	5,380.62
John Deere Financial	6/10/2022	Clamp,hand gun, spray pump	General Fund	Streets	38.65
	6/10/2022	Clamp,hand gun, spray pump	Water Fund	Water	38.65
	6/10/2022	Clamp,hand gun, spray pump	Sewer Fund	Sewer	38.65
				TOTAL:	115.95
Johnson Engine Service	6/30/2022	replace battery MTP48/H6	General Fund	Police	204.95
				TOTAL:	204.95
Kamstrup Water Metering, LLC	6/7/2022	Metering Host & Service	Water Fund	Water	787.41
				TOTAL:	787.41
Kathy Dryden	6/7/2022	PD Training Reimburse KDry	General Fund	Police	30.75
				TOTAL:	30.75
League of Oregon Cities	6/30/2022	Spring Conference 2022	General Fund	Admin	200.00
				TOTAL:	200.00
Lexipol, LLC	6/21/2022	Police Academy Anl Renewal	General Fund	Police	495.00
				TOTAL:	495.00
Micky Wagner	6/10/2022	MWagner- Bikes for Bike Ro	Special Events	Special Events	284.00
				TOTAL:	284.00

City of Gervals
 Bill List
 May 28, 2022 - June 30, 2022

Moonlight Maintenance	6/10/2022 May 2022 Janitorial Servc	General Fund	Admin	648.00
			TOTAL:	648.00
NW Natural Gas	6/21/2022 05/04-06/03/22 Heating -CH	General Fund	Admin	69.74
	6/21/2022 05/04-06/03/22 Heating-PD	General Fund	Police	15.76
			TOTAL:	85.50
Northstar Chemical	6/30/2022 Sodium Hlyphchlorite 12.5%	Water Fund	Water	837.40
	6/30/2022 Sodium Bisulfite - 385	Sewer Fund	Sewer	705.70
	6/30/2022 Sodium Hlyphchlorite 12.5%	Sewer Fund	Sewer	997.20
			TOTAL:	2,540.30
OHA Cashier	6/21/2022 Annual Water System Fee	Water Fund	Water	1,125.00
			TOTAL:	1,125.00
One Call Concepts	6/10/2022 May 2022 Locate Tickets	Water Fund	Water	30.00
			TOTAL:	30.00
Oregon Accreditation Alliance	6/30/2022 Annual Fee 07/01/22-7/01/2	General Fund	Police	1,028.00
			TOTAL:	1,028.00
Oregon Department of Environmental Qua	6/7/2022 Average Weather Flow-.63 M	Sewer Fund	Sewer	190.00
			TOTAL:	190.00
Oregon Department of Motor Vehicles	6/10/2022 Records Request- PD	General Fund	Police	6.30
			TOTAL:	6.30
Oregon Department of Revenue	6/1/2022 SUTA	General Fund	Admin	27.33
	6/1/2022 WORKERS COMP	General Fund	Admin	1.01
	6/1/2022 SUTA	General Fund	Police	300.24
	6/1/2022 WORKERS COMP	General Fund	Police	13.63
	6/1/2022 SUTA	General Fund	Court	8.87
	6/1/2022 WORKERS COMP	General Fund	Court	0.31
	6/1/2022 SUTA	State Tax Street F	Street Improvement	64.25
	6/1/2022 WORKERS COMP	State Tax Street F	Street Improvement	2.80
	6/1/2022 SUTA	Water Fund	Water	70.49
	6/1/2022 WORKERS COMP	Water Fund	Water	2.86
	6/1/2022 SUTA	Sewer Fund	Sewer	70.49
	6/1/2022 WORKERS COMP	Sewer Fund	Sewer	2.86
	6/1/2022 SUTA	Storm Drainage	Storm Drainage	20.56
	6/1/2022 WORKERS COMP	Storm Drainage	Storm Drainage	0.86
			TOTAL:	586.56
Oregon PERS	6/1/2022 PERS TIER 2	General Fund	Admin	112.44
	6/1/2022 PERS OPSRP GENERAL	General Fund	Admin	133.11
	6/1/2022 UAL Debit - PERS	General Fund	Admin	218.21
	6/1/2022 PERS TIER 2	General Fund	Police	550.28
	6/1/2022 PERS OPSRP GENERAL	General Fund	Police	84.62
	6/1/2022 PERS OPSRP POLICE	General Fund	Police	2,945.55
	6/1/2022 PERS PICKUP	General Fund	Police	1,715.65
	6/1/2022 PERS RETIREE	General Fund	Police	555.26
	6/1/2022 UAL Debit - PERS	General Fund	Police	5,200.02
	6/1/2022 PERS OPSRP GENERAL	General Fund	Court	53.48
	6/1/2022 UAL Debit - PERS	General Fund	Court	47.53
	6/1/2022 PERS TIER 2	State Tax Street F	Street Improvement	54.90
	6/1/2022 PERS OPSRP GENERAL	State Tax Street F	Street Improvement	497.02
	6/1/2022 PERS RETIREE	State Tax Street F	Street Improvement	22.56
	6/1/2022 UAL Debit - PERS	State Tax Street F	Street Improvement	510.53
	6/1/2022 PERS TIER 2	Water Fund	Water	123.52
	6/1/2022 PERS OPSRP GENERAL	Water Fund	Water	517.90
	6/1/2022 UAL Debit - PERS	Water Fund	Water	570.01
	6/1/2022 PERS TIER 2	Sewer Fund	Sewer	123.52
	6/1/2022 PERS OPSRP GENERAL	Sewer Fund	Sewer	517.90
	6/1/2022 UAL Debit - PERS	Sewer Fund	Sewer	571.01
	6/1/2022 PERS TIER 2	Storm Drainage	Storm Drainage	27.45
	6/1/2022 PERS OPSRP GENERAL	Storm Drainage	Storm Drainage	158.97

City of Gervals
Bill List
May 28, 2022 - June 30, 2022

	6/1/2022 UAL Debit - PERS	Storm Drainage	Storm Drainage	164.67
			TOTAL:	15,476.11
PGE	6/10/2022 PGE- Multiple Meters	General Fund	Admin	533.72
	6/10/2022 PGE- Multiple Meters	General Fund	Parks Department	14.64
	6/10/2022 PGE- Multiple Meters	State Tax Street F	Street Improvement	61.28
	6/10/2022 PGE- Multiple Meters	State Tax Street F	Street Improvement	22.22
	6/10/2022 PGE- Multiple Meters	State Tax Street F	Street Improvement	1,700.09
	6/10/2022 PGE- Multiple Meters	Water Fund	Water	1,430.97
	6/10/2022 PGE- Multiple Meters	Water Fund	Water	412.99
	6/10/2022 PGE- Multiple Meters	Sewer Fund	Sewer	1,692.88
	6/10/2022 PGE- Multiple Meters	Sewer Fund	Sewer	131.74
	6/10/2022 PGE- Multiple Meters	Sewer Fund	Sewer	2,176.90
	6/10/2022 PGE- Multiple Meters	Sewer Fund	Sewer	317.49
			TOTAL:	8,494.92
Pacific Office Automation	6/21/2022 Copier/Lease	General Fund	Admin	183.10
	6/21/2022 Copier/Lease - PD	General Fund	Police	155.36
			TOTAL:	338.46
Pamplin Media Group	6/10/2022 Notice of Budget Hrg Form	General Fund	Admin	475.40
			TOTAL:	475.40
Pilar Zamora	6/7/2022 Jan - May 12, 2022-10 hrs@	General Fund	Court	400.00
			TOTAL:	400.00
Pitney Bowes	6/7/2022 Pitney Bowes	General Fund	Admin	28.87
	6/30/2022 Postage Refill	General Fund	Admin	82.89
	6/7/2022 Pitney Bowes	General Fund	Police	40.88
	6/30/2022 Postage Refill	General Fund	Police	117.38
	6/7/2022 Pitney Bowes	Water Fund	Water	17.63
	6/30/2022 Postage Refill	Water Fund	Water	50.62
	6/7/2022 Pitney Bowes	Sewer Fund	Sewer	17.62
	6/30/2022 Postage Refill	Sewer Fund	Sewer	50.61
			TOTAL:	406.50
Purdy's Car Wash and Detail	6/30/2022 Detail- PD	General Fund	Police	175.00
	6/30/2022 Detail - PD	General Fund	Police	175.00
			TOTAL:	350.00
Radarsign, LLC	6/30/2022 Speed Sign	General Fund	Admin	215.00
			TOTAL:	215.00
Tempress Associates, Inc.	6/30/2022 New Flow meter	Sewer Fund	Sewer	3,910.81
	6/30/2022 Meter Verification Cert	Sewer Fund	Sewer	600.00
	6/30/2022 Ultrasonic flow, dc power	Sewer Fund	Sewer	950.00
			TOTAL:	5,460.81
Tetra Tech, Inc.	6/10/2022 City Engineer Svcs	State Tax Street F	Street Improvement	14,102.63
	6/10/2022 City Engineer Svcs	Sewer Fund	Sewer	1,565.16
			TOTAL:	15,667.79
The Radar Shop	6/30/2022 Phant #2630 Blows fuse	General Fund	Police	155.00
			TOTAL:	155.00
Tyler Technologies Incode Division	6/21/2022 Court&Cont.Manager fees 22	General Fund	Admin	89.79
	6/21/2022 Court&Cont.Manager fees 22	General Fund	Streets	1,477.47
	6/21/2022 Court&Cont.Manager fees 22	General Fund	Court	89.79
	6/21/2022 Court&Cont.Manager fees 22	Water Fund	Water	89.79
	6/21/2022 Court&Cont.Manager fees 22	Sewer Fund	Sewer	89.79
	6/21/2022 Court&Cont.Manager fees 22	Storm Drainage	Storm Drainage	89.80
			TOTAL:	1,926.43

City of Gervais
Bill List
May 28, 2022 - June 30, 2022

US Postal Service	6/10/2022 Annual PO Box Fee	General Fund	Admin	312.00
	6/10/2022 Water/Sewer Postage Refill	Water Fund	Water	250.00
	6/10/2022 Water/Sewer Postage Refill	Sewer Fund	Sewer	250.00
			TOTAL:	812.00
Vantagepoint Transfer Agents - 3030671	6/1/2022 457B Contribution	General Fund	Police	476.21
				TOTAL:	476.21
Verizon Wireless	6/21/2022 May 02-June 01, 2022 Phn C	General Fund	Police	448.00
	6/21/2022 May 02-June 01, 2022 Phn C	General Fund	Streets	63.50
	6/21/2022 May 02-June 01, 2022 Phn C	Water Fund	Water	63.50
	6/21/2022 May 02-June 01, 2022 Phn C	Sewer Fund	Sewer	63.50
			TOTAL:	638.50
Waterlab Corp.	6/10/2022 Waste/WastewaterTesting	Water Fund	Water	70.00
	6/30/2022 Water/Wastewater Testing	Water Fund	Water	70.00
	6/10/2022 Waste/WastewaterTesting	Sewer Fund	Sewer	430.00
	6/30/2022 Water/Wastewater Testing	Sewer Fund	Sewer	425.00
			TOTAL:	995.00
Yes Graphics	6/10/2022 10 Council Rules Booklets	General Fund	Council	79.00
	6/7/2022 Drinking Water Report 2021	Water Fund	Water	314.00
			TOTAL:	393.00

GRAND TOTAL 143,075.39

FUND TOTALS	
100 General Fund	51,903.65
110 State Tax Street Fund	19,449.08
200 Water Fund	10,601.49
210 Sewer Fund	59,566.82
215 Storm Drainage	1,270.35
350 Special Events	284.00
GRAND TOTAL	143,075.39

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

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100-General Fund
 FINANCIAL SUMMARY

100.00% 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	2,876.77	893,096.77	98.52	13,433.23
Fees for Services	18,500.00	1,272.14	37,091.12	200.49 (	18,591.12)
Fines & Forfeitures	60,000.00	3,937.04	55,203.94	92.01	4,796.06
Licenses & Permits	6,900.00	1,292.53	12,220.23	177.10 (	5,320.23)
Intergovernmental Rev	195,765.00	3,235.81	156,578.33	79.98	39,186.67
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	12,614.29	1,154,190.39	67.87	546,374.61
<u>EXPENDITURE SUMMARY</u>					
General Government	603,823.00	10,649.76	193,239.69	32.00	410,583.31
Police Department	1,020,613.00	79,433.71	925,277.17	90.66	95,335.83
Street Department	43,239.00	1,437.17	43,398.41	100.37 (	159.41)
Parks Department	5,029.00	106.62	4,681.33	93.09	347.67
Municipal Court	24,731.00	1,955.42	24,817.02	100.35 (	86.02)
Mayor & City Council	3,130.00	79.00	1,708.92	54.60	1,421.08
TOTAL EXPENDITURES	1,700,565.00	93,661.68	1,193,122.54	70.16	507,442.46
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	81,047.39) (	38,932.15)		38,932.15

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

110-State Tax Street Fund
 FINANCIAL SUMMARY

100.00% 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	17,997.79	256,817.65	111.66 (	26,817.65)
Fees for Services	0.00	0.00	0.00	0.00	0.00
Intergovernmental Rev	283,000.00	0.00	70,120.56	24.78	212,879.44
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>17,997.79</u>	<u>326,938.21</u>	<u>27.19</u>	<u>875,266.79</u>
<u>EXPENDITURE SUMMARY</u>					
Street Improvement	<u>1,202,205.00</u>	<u>11,379.52</u>	<u>224,409.60</u>	<u>18.67</u>	<u>977,795.40</u>
TOTAL EXPENDITURES	<u>1,202,205.00</u>	<u>11,379.52</u>	<u>224,409.60</u>	<u>18.67</u>	<u>977,795.40</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	6,618.27	102,528.61	(	102,528.61)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2022

200-Water Fund
FINANCIAL SUMMARY

100.00% 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	884.12	98.24	15.88
Fees for Services	390,950.00	36,088.31	427,434.48	109.33	(36,484.48)
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>36,088.31</u>	<u>428,318.60</u>	<u>77.58</u>	<u>123,772.40</u>
<u>EXPENDITURE SUMMARY</u>					
Water	444,291.00	16,616.99	313,151.94	70.48	131,139.06
Water System Improvement	100,000.00	0.00	11,251.39	11.25	88,748.61
Water Backflow	<u>7,800.00</u>	<u>621.00</u>	<u>7,564.15</u>	<u>96.98</u>	<u>235.85</u>
TOTAL EXPENDITURES	<u>552,091.00</u>	<u>17,237.99</u>	<u>331,967.48</u>	<u>60.13</u>	<u>220,123.52</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	18,850.32	96,351.12	(	96,351.12)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

210-Sewer Fund
 FINANCIAL SUMMARY

100.00% 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	988.09	152.01 (	338.09)
Fees for Services	845,435.00	37,292.46	596,771.92	70.59	248,663.08
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>37,292.46</u>	<u>597,760.01</u>	<u>60.44</u>	<u>391,205.99</u>
<u>EXPENDITURE SUMMARY</u>					
Sewer	<u>988,966.00</u>	<u>35,655.74</u>	<u>552,087.51</u>	<u>55.82</u>	<u>436,878.49</u>
TOTAL EXPENDITURES	<u>988,966.00</u>	<u>35,655.74</u>	<u>552,087.51</u>	<u>55.82</u>	<u>436,878.49</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,636.72	45,672.50	(	45,672.50)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

215-Storm Drainage
 FINANCIAL SUMMARY

100.00% 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	106.57	142.09 (	31.57)
Fees for Services	61,050.00	6,036.32	65,119.08	106.67 (	4,069.08)
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>6,036.32</u>	<u>65,225.65</u>	<u>81.16</u>	<u>15,137.35</u>
<u>EXPENDITURE SUMMARY</u>					
Storm Drainage	<u>80,363.00</u>	<u>3,688.54</u>	<u>54,589.90</u>	<u>67.93</u>	<u>25,773.10</u>
TOTAL EXPENDITURES	<u>80,363.00</u>	<u>3,688.54</u>	<u>54,589.90</u>	<u>67.93</u>	<u>25,773.10</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,347.78	10,635.75	(	10,635.75)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

300-Water Reserve
 FINANCIAL SUMMARY

100.00% 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	90.20	90.20	9.80
Other	15,000.00	0.00	15,000.00	100.00	0.00
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>15,090.20</u>	<u>49.95</u>	<u>15,122.80</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	15,090.20	(	15,090.20)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

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

100.00% 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	40.37	115.34 (	5.37)
Fees for Services	5,000.00	0.00	6,013.55	120.27 (	1,013.55)
Other	1,500.00	0.00	1,275.00	85.00	225.00
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>0.00</u>	<u>7,328.92</u>	<u>76.84</u>	<u>2,209.08</u>
<u>EXPENDITURE SUMMARY</u>					
D.A.R.E. Fund	<u>9,538.00</u>	<u>0.00</u>	<u>7,215.00</u>	<u>75.64</u>	<u>2,323.00</u>
TOTAL EXPENDITURES	<u>9,538.00</u>	<u>0.00</u>	<u>7,215.00</u>	<u>75.64</u>	<u>2,323.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	113.92	(	113.92)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

310-PD Vehicle Replacement
 FINANCIAL SUMMARY

100.00% 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	141.01	117.51 (	21.01)
Fees for Services	650.00	250.00	950.00	146.15 (	300.00)
Intergovernmental Rev	0.00	0.00	0.00	0.00	0.00
Other	10,000.00	0.00	10,000.00	100.00	0.00
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>250.00</u>	<u>11,091.01</u>	<u>22.45</u>	<u>38,321.99</u>
<u>EXPENDITURE SUMMARY</u>					
PD Vehicle Repacement	<u>49,413.00</u>	<u>0.00</u>	<u>13,569.00</u>	<u>27.46</u>	<u>35,844.00</u>
TOTAL EXPENDITURES	<u>49,413.00</u>	<u>0.00</u>	<u>13,569.00</u>	<u>27.46</u>	<u>35,844.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	250.00 (	2,477.99)		2,477.99

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

312-Capital Reserve Fund
 FINANCIAL SUMMARY

100.00% 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	299.64	85.61	50.36
Fees for Services	15,600.00	1,300.00	15,600.00	100.00	0.00
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>15,899.64</u>	<u>22.65</u>	<u>54,297.36</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	15,899.64	(	15,899.64)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

315-Bike Path Construction

FINANCIAL SUMMARY

100.00% 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	46.42	71.42	18.58
Other	1,000.00	0.00	1,000.00	100.00	0.00
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>1,046.42</u>	<u>10.00</u>	<u>9,422.58</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	1,046.42	(	1,046.42)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

320-Parks Fund
 FINANCIAL SUMMARY

100.00% 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	346.93	115.64 (	46.93)
Fees for Services	0.00	0.00	3,040.65	0.00 (	3,040.65)
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>0.00</u>	<u>3,387.58</u>	<u>4.71</u>	<u>68,506.42</u>
<u>EXPENDITURE SUMMARY</u>					
Parks	<u>71,894.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,894.00</u>
TOTAL EXPENDITURES	<u>71,894.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,894.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	3,387.58	(3,387.58)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
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325-City Hall Fund
 FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	0.00	0.00	0.00	0.00	0.00
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>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL REVENUES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
<u>EXPENDITURE SUMMARY</u>					
City Hall	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
TOTAL EXPENDITURES	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	0.00		0.00

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

330-Water SDC Fund
 FINANCIAL SUMMARY

100.00% 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	809.40	404.70 (	609.40)
Fees for Services	194,792.00	14,984.00	179,808.00	92.31	14,984.00
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>14,984.00</u>	<u>180,617.40</u>	<u>70.70</u>	<u>74,865.60</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	14,984.00	180,617.40	(180,617.40)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
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335-Sewer SDC Fund
 FINANCIAL SUMMARY

100.00% 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	3,372.84	99.20	27.16
Fees for Services	300,508.00	13,116.00	267,392.00	88.98	33,116.00
Other	0.00	0.00	0.00	0.00	0.00
Fund Balance	<u>516,730.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>516,730.00</u>
TOTAL REVENUES	<u>820,638.00</u>	<u>13,116.00</u>	<u>270,764.84</u>	<u>32.99</u>	<u>549,873.16</u>
<u>EXPENDITURE SUMMARY</u>					
Sewer SDC	<u>820,638.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>820,638.00</u>
TOTAL EXPENDITURES	<u>820,638.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>820,638.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	13,116.00	270,764.84	(	270,764.84)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

340-Storm Water SDC
 FINANCIAL SUMMARY

100.00% 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	798.33	106.44 (	48.33)
Fees for Services	67,652.00	6,748.00	80,976.00	119.69 (	13,324.00)
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>6,748.00</u>	<u>81,774.33</u>	<u>44.20</u>	<u>103,240.67</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	6,748.00	81,774.33	(	81,774.33)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

342-Parks SDC
 FINANCIAL SUMMARY

100.00% 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	898.25	119.77 (	148.25)
Fees for Services	122,512.00	9,424.00	113,088.00	92.31	9,424.00
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>9,424.00</u>	<u>113,986.25</u>	<u>47.07</u>	<u>128,195.75</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	9,424.00	113,986.25	(	113,986.25)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

345-4th of July
 FINANCIAL SUMMARY

100.00% 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	95.00	130.00	0.00 (	130.00)
Other	0.00	669.00	682.00	0.00 (	682.00)
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>764.00</u>	<u>812.00</u>	<u>34.00</u>	<u>1,576.00</u>
<u>EXPENDITURE SUMMARY</u>					
4th of July	<u>2,388.00</u>	<u>0.00</u>	<u>2,387.26</u>	<u>99.97</u>	<u>0.74</u>
TOTAL EXPENDITURES	<u>2,388.00</u>	<u>0.00</u>	<u>2,387.26</u>	<u>99.97</u>	<u>0.74</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	764.00 (	1,575.26)		1,575.26

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

350-Special Events
 FINANCIAL SUMMARY

100.00% 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	5.06	25.30	14.94
Fees for Services	0.00	0.00	1,013.55	0.00 (	1,013.55)
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>1,018.61</u>	<u>108.94 (</u>	<u>83.61)</u>
<u>EXPENDITURE SUMMARY</u>					
Special Events	<u>935.00</u>	<u>284.00</u>	<u>284.00</u>	<u>30.37</u>	<u>651.00</u>
TOTAL EXPENDITURES	<u>935.00</u>	<u>284.00</u>	<u>284.00</u>	<u>30.37</u>	<u>651.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	284.00)	734.61	(	734.61)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

360-American Rescue Fund
 FINANCIAL SUMMARY

100.00% 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	307,921.63	109.58 (	26,921.63)
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>307,921.63</u>	<u>54.79</u>	<u>254,078.37</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	307,921.63	(	307,921.63)

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: JUNE 30TH, 2022

500-Debt - Water
FINANCIAL SUMMARY

100.00% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	250.00	0.00	95.90	38.36	154.10
Other	20,000.00	0.00	20,000.00	100.00	0.00
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>20,095.90</u>	<u>48.04</u>	<u>21,738.10</u>
<u>EXPENDITURE SUMMARY</u>					
Debt - Water	<u>41,834.00</u>	<u>0.00</u>	<u>19,996.00</u>	<u>47.80</u>	<u>21,838.00</u>
TOTAL EXPENDITURES	<u>41,834.00</u>	<u>0.00</u>	<u>19,996.00</u>	<u>47.80</u>	<u>21,838.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	99.90	(	99.90)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: JUNE 30TH, 2022

510-Debt - Sewer
 FINANCIAL SUMMARY

100.00% 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	235.65	36.25	414.35
Other	58,000.00	0.00	58,000.00	100.00	0.00
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>58,235.65</u>	<u>45.23</u>	<u>70,509.35</u>
<u>EXPENDITURE SUMMARY</u>					
Debt - Sewer	<u>128,745.00</u>	<u>0.00</u>	<u>62,359.00</u>	<u>48.44</u>	<u>66,386.00</u>
TOTAL EXPENDITURES	<u>128,745.00</u>	<u>0.00</u>	<u>62,359.00</u>	<u>48.44</u>	<u>66,386.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(4,123.35)		4,123.35

La.

Denise Dahlberg

From: Laura Clifton <lauraclifton@gmail.com>
Sent: Thursday, June 30, 2022 7:13 PM
To: Denise Dahlberg
Subject: My report for July meeting

I totally got swamped this month and will need to suffer thru a verbal report since I did not get things typed up for you in time'

Laura

**STAFF REPORT
TO THE GERVAIS CITY COUNCIL**

DATE: July 1, 2022

HEARING: July 7, 2022

FILE NUMBERS: Site Development Review # SDR 2021-02 & Partition # PAR 2022-01

APPLICANT: Ivan Cam

OWNER: Winfield LLC

REQUEST: Site Development Review application proposes to develop two 2-story apartment buildings of 12 units and 16 units, and two four-plex buildings, for 36 units total. Included on the site plan are a storage building for use by tenants, a shared recreation area, parking, landscaping, and stormwater facilities. The applicant also proposes to divide the property into two parcels, with Parcel 1 being 70,370 SF containing the two apartment buildings referenced above, and Parcel 2 being 21,168 SF containing the two four-plexes referenced above. The Partition plat will dedicate the Winfield Street right-of-way to connect to Winfield Street north and south of the subject property.

LOCATION: Unaddressed. Located on Winfield Street between 1063 and 1113 Winfield Street. Also referenced as Parcel 2 of PP 2020-037. Tax Lot # 052W26BA00106.

ZONE: R2 – Medium Density Residential Zone

CP DESIGNATION: Residential

SIZE: 2.32 acres

CRITERIA: Gervais Development Code: Chpt 17.28 - R2 Residential District, Chapters 17.48 - 17.96 General Development Standards, Chpt 17.144 Site Development Review, Chpt 17.160 Partitions, Chpt 17.76 Development Standards for Land Divisions.

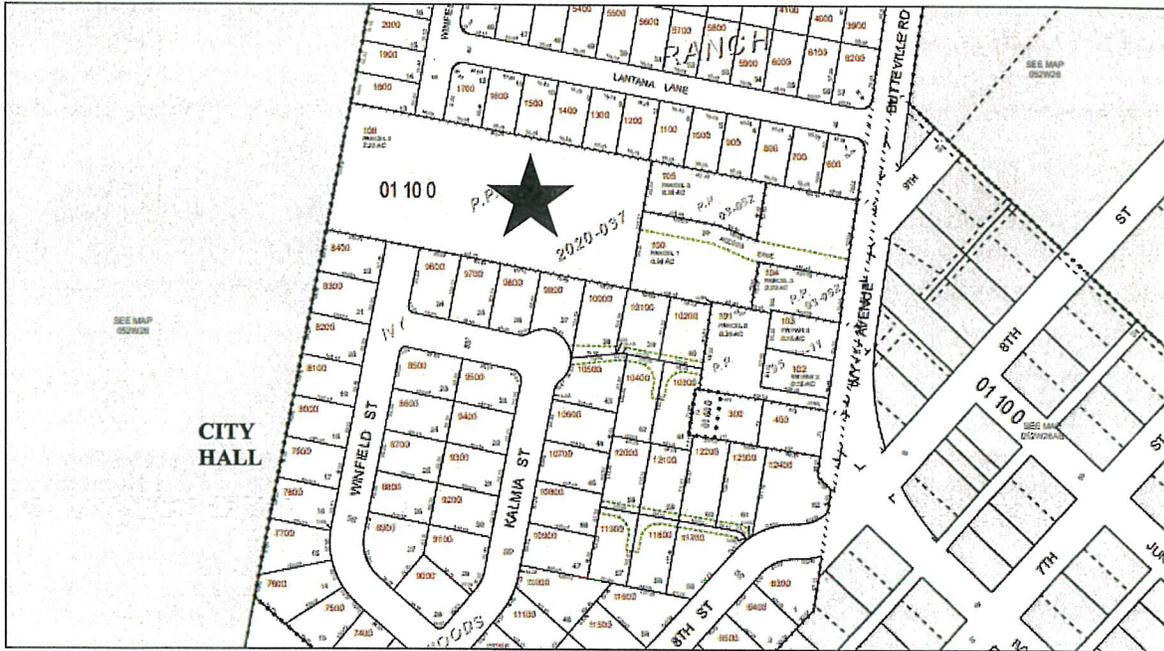
PROCEDURE:

Site Development Review and Partition applications are both Type II actions. Type II applications are considered in a quasi-judicial review by the City Council, using the decision criteria in the adopted Gervais Development Code. Public notice is provided to neighbors, and a public hearing is held by the City Council. The City Council makes a final decision on the application. Appeals are to the Land Use Board of Appeals (LUBA).

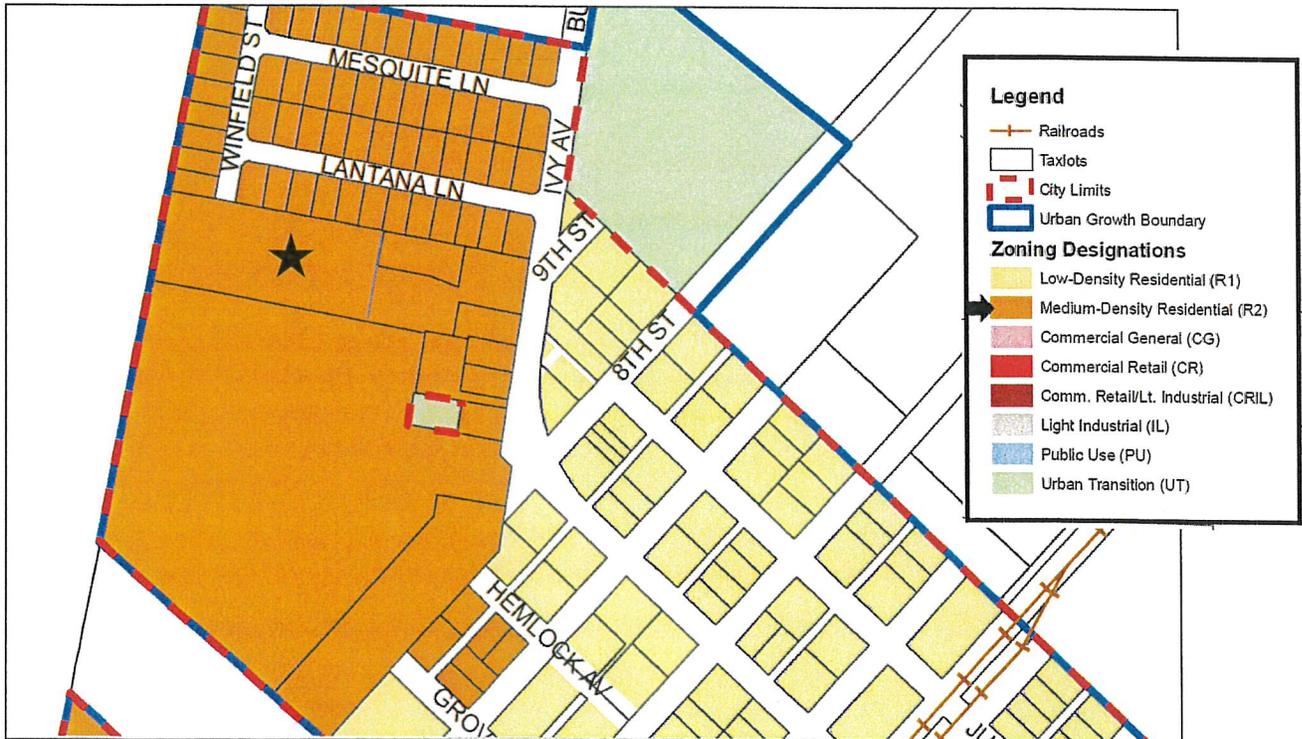
EXHIBITS: A – Combined comments from City departments and partner agencies
 B – Application package(s) submitted by applicant

I. MAPS

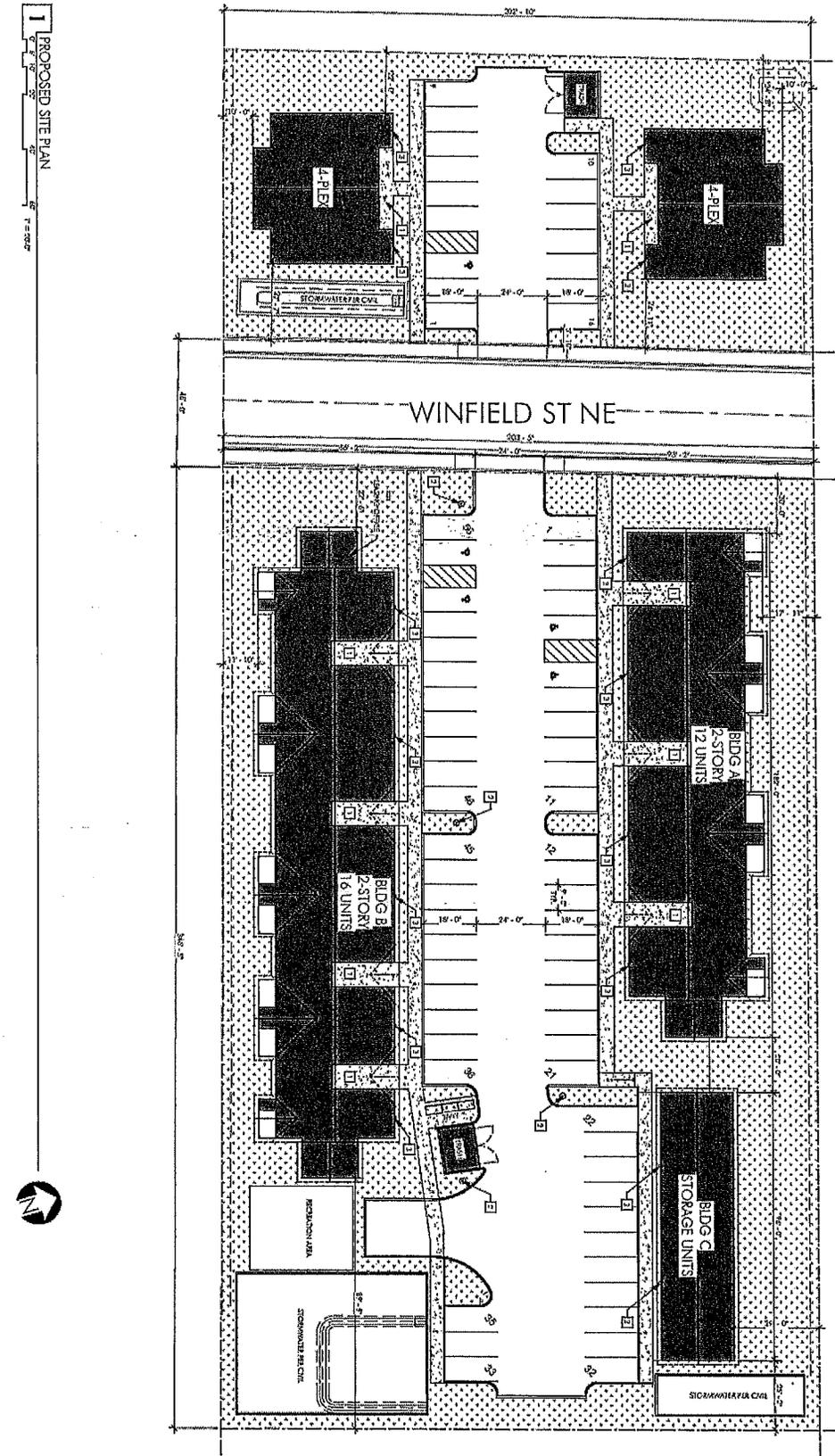
A. VICINITY MAP:



B. GERVAIS ZONE MAP (cropped to zoom):



D. DEVELOPMENT SITE PLAN:



II . APPLICATION TIMELINE

The original Site Development Review application was submitted on November 22, 2021. It was deemed incomplete by staff on November 29, 2021. A revised application package was submitted on April 6, 2022, which remained incomplete until the Partition application was submitted on April 22, 2022. ORS 227.178 states that a land use application is void on the 181st day after submittal if no additional materials are submitted (or statement that nothing further will be provided). The additional materials were submitted within that timeline. For the purposes of scheduling the public hearing, both the SDR and PAR applications were deemed complete on April 22, 2022. The State of Oregon requires that local land use decisions be made within 120 days of complete application, including local appeal periods. The 120-day deadline is August 20, 2022. It is possible for the applicant to extend the 120-day deadline by signing a waiver, if needed for a continuation.

Pursuant to the Gervais Development Code Chapter 17.180 public notice requirements, a public notice was required to be mailed a minimum of 20 days prior to the public hearing to property owners within 100 feet of the subject property. That paper notice was mailed on Friday, June 17, 2022, which was 20 days prior to the public hearing.

III. DECISION CRITERIA

The purpose of this section is to help the Gervais City Council understand which criteria they must consider when making a decision on the proposed development. The following criteria are found in the adopted Gervais Development Code (GDC). There are redundant code sections between the partition standards, these general standards, and the Site Development Review standards.

A. PARTITION

Chapter 17.160 – PARTITIONS

17.160.010 - Applicability.

A partition is required for any land division that creates two or three parcels in a calendar year. The parcels shall meet the development standards for land division in Chapter 17.76, other applicable development standards and the following additional requirements:

- A. Each parcel shall satisfy the dimensional standards of the applicable zoning district, unless a variance from these standards is approved.*

FINDINGS: The development standards for land divisions in Chapter 17.76 are addressed below. The subject property is zoned R2- Medium Density Residential. The proposed use for the property is detailed in a concurrent Site Development Review. The proposed use of multi-family housing determines the required minimum parcel size for this Partition. Pursuant to GDC 17.28.040, in the R2 zone, the minimum lot size for multi-family housing is 10,000 SF for the first four units, then 2,500 SF per each unit after the first four. Parcel 1 is proposed to have 28 units. The required lot size is $10,000 \text{ SF} + (2,500 \text{ SF} * 24 \text{ units}) = 70,000 \text{ SF}$. Parcel 1 is proposed to be 70,370 SF. Parcel 2 is proposed to be developed with two four-plexes, for a total of eight units. Parcel 2 is required to be 20,000 SF, and it is proposed to be

21,168 SF. Both parcels meet the minimum lot sizes required in the R2 zone for the proposed use. The other dimensional standards of the R2 zone such as setbacks and height limits are addressed in the Site Development Review findings below. The R2 zone dimensional standards are met for the purposes of the partition.

B. Adequate public facilities shall be available to serve the existing and newly created parcels.

FINDINGS: The concurrent land use applications were circulated to City departments and partner agencies for comments. Their responses are combined in Exhibit A. The specific sizes and locations of the streets, water, sewer, and stormwater connections are reviewed below in the Site Development Review findings. Neither City Public Works nor the City Engineer expressed concern about the City's ability to serve this Partition. The Development Code language ensures that development pays for itself, and that developments are responsible for connecting to existing public facilities, in compliance with adopted standards. This standard is met.

17.160.020 - General provisions.

A. Partition approval is valid in perpetuity, upon recording of the final surveyed plat.

B. No parcel within an approved partition may be redivided within the same calendar year in which it was recorded, except through the subdivision process.

C. A master plan for development is required for any application that leaves a portion of the subject property capable of replatting.

FINDINGS: A Partition Plat is the instrument required by the Marion County Surveyor's Office and the Oregon Revised Statutes to record an approved Partition in perpetuity. There will be conditions of approval required prior to the City signatures on the final plat. No parcel is proposed to be redivided. A master plan for development is required and has been provided in the concurrent Site Development Review application. These provisions can be satisfied by the applicant's compliance with the recommended conditions of approval.

Chapter 17.76 - DEVELOPMENT STANDARDS FOR LAND DIVISIONS

17.76.030 - Standards for lots or parcels.

A. Minimum lot area. Minimum lot area shall conform to the requirements of the zoning district in which the parcel is located.

B. Lot width and depth. The depth of a lot or parcel shall not be more than three times the width of the parcel, with the exception that parcels created for public utility uses or in zones where there is no minimum lot area requirement shall be exempt from width to depth ratio provisions.

C. Access. All lots and parcels created after the effective date of the ordinance codified in this chapter shall provide a minimum frontage, on an existing or proposed public street, equal to twenty (20) feet.

FINDINGS: Standard (A) minimum lot area was previously addressed, and is met. Both Parcel 1 and Parcel 2 meet the lot width and depth ratio. Standard (B) is met. Both proposed parcels have 203 feet of frontage on Winfield Street. Standard (C) access is met.

D. Flag lots...

E. Through lots...

FINDINGS: No flag lots or through lots are proposed. Standards (D) and (E) are met.

F. Lot grading. The minimum elevation at which a structure may be erected, taking into consideration the topography of the lot, the surrounding area, drainage patterns and other pertinent data, shall be established by the building official.

FINDINGS: Lot grading is reviewed at the time of building permits. This is included as a recommended condition of approval, and can be met by the applicant.

G. Utility easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 17.64.020(G).

FINDINGS: Utility easements will be reviewed prior to City approval of the Partition Plat and final civil plan set. This standard can be met through the applicant's compliance with the recommended conditions of approval.

17.76.040 - Standards for blocks.

A. General. The length, width, and shape of blocks shall be designed with regard to providing adequate building sites for the use contemplated; consideration of needs for convenient access, circulation, control, and safety of street traffic; and recognition of limitations and opportunities of topography.

B. Sizes. Blocks shall not exceed eight hundred (800) feet in length between street lines, except blocks adjacent to arterial streets, or unless the previous adjacent development pattern or topographical conditions justify a variation. The recommended minimum distance between intersections on arterial streets is one thousand eight hundred (1,800) feet.

C. Alleys. Alleys may be provided in all districts.

FINDINGS: New streets within the proposed partition are limited to the through-connection of Winfield Street to the existing segments north and south of the subject property. Each side of Winfield has a

single driveway shared by the multi-family development parking lots. The driveways align for traffic safety. No alleys are proposed with the partition application. A traffic analysis was submitted with the Site Development Review application, and is discussed in greater detail below. These standards are met.

17.76.050 - Improvement requirements.

All improvements required by this title or as conditions of approval of any subdivision or partition shall be completed prior to the issuance of any building permits for any structures within the subject development. If the developer requests approval to record the final plat before all required improvements have been constructed and all conditions of approval have been met by the developer and accepted by the city, the developer shall provide a security guarantee satisfactory to the city that all improvements will be constructed in conformance with all city standards and ordinances and all conditions of approval will be satisfied. If the total street frontage of the development is less than or equal to two hundred fifty (250) feet, the applicant may request to sign and the city may grant an improvement deferral agreement, see Section 17.204.030.

FINDINGS: A Partition land division requires the developer to construct the required public improvements identified below prior to platting, or prior to building permits with an acceptable guarantee.

A. Frontage improvements. Street improvements shall be required for all public streets on which a proposed land division fronts in accordance with Chapter 17.52. Such improvements shall be designed to match with existing improved surfaces for a reasonable distance beyond the frontage of the property. Frontage improvements shall include: sidewalks, curbing, storm sewer, sanitary sewer, water lines, other public utilities as necessary, and such other improvements as the city shall determine to be reasonably necessary to serve the development or the immediate neighborhood.

B. Project streets. All public or private streets within the land division shall be constructed as required by the provisions of Chapter 17.52. Private driveways serving flag lots or private streets shall be surfaced as per the requirements of this title.

FINDINGS: The Street standards in Chapter 17.52 require development to continue the alignment of connecting streets. The developer is proposing to continue Winfield Street with connections on both the north and south. It is important to note that both the right-of-way width and constructed cross section dimensions are different between the two. This is discussed in greater detail below.

C. Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection at all points of curvature, points of tangency of street center lines, and other points required by state law.

D. Bench marks. Elevation benchmarks shall be set at intervals established by the city engineer. The benchmarks shall consist of a brass cap set in a curb or other immovable structure.

FINDINGS: These are included as standard conditions of approval, and can be met by the applicant.

E. Surface drainage and storm sewer system. Drainage facilities shall be provided within the land division and to connect the land division drainage to drainage-ways or to storm sewers outside the land division and shall be consistent with the most current adopted storm water master plan. Design of drainage within the land division shall take into account the capacity and grade necessary to maintain unrestricted flow from areas draining through the land division and to provide extension of the system to serve such areas. The design shall take into account provisions for the future extension beyond the land division to serve upstream properties that, in the judgment of the city, cannot be served otherwise.

F. Sanitary sewers. Sanitary sewer shall be installed to serve the land division and to connect the land division to existing mains both on and off the property being divided. The design shall take into account provisions for the future extension beyond the land division to serve upstream properties that, in the judgment of the city, cannot be served otherwise.

G. Water system. Water lines with valves and fire hydrants serving the land division and connecting the land division to the city mains shall be installed. The design shall take into account provisions for extension beyond the land division to adequately grid the city system and to serve the area within which the development is located when the area is ultimately developed. However, the city will not expect the developer to pay for the extra pipe material cost of mains exceeding eight inches in size. Installation costs shall remain entirely the developer's responsibility.

FINDINGS: The application package included a Storm Water Report, which is discussed in greater detail below. There is an existing 30-foot wide utility easement which connects the subject property to Ivy storm water on the east. Water and sewer are required to be constructed by the applicant. Both water and sewer facilities are present in Winfield Street. City Public Works and City Engineer have reviewed the preliminary plan sets. Their comments are attached in Exhibit A and are referenced in the recommended conditions of approval. There were no concerns about the City's ability to serve the proposed development.

H. Pedestrian facilities and bicycle ways. Sidewalks shall be installed along both sides of each public street and in any pedestrian or bicycle ways within the land division as well as along all frontages to existing streets. Sidewalks shall be extended as required to connect to other sidewalk systems. The city may defer sidewalk construction until the dwellings or structures fronting the sidewalk are constructed. Any required off-site sidewalks, sidewalks fronting public property, or sidewalks adjacent to existing structures shall not be deferred.

I. Pedestrian/bicycle design standards. Pedestrian/bicycle access ways shall meet the following design standards...

FINDINGS: Sidewalks are required and proposed on both sides of the new section of Winfield Street. The design will include a transition between the curb-tight sidewalks to the north, and sidewalks separated by a planting strip in the newer Ivy Woods Subdivision to the south. This standard can be met by the applicant.

J. Other.

- 1. Curb cuts and driveway installations, excluding common drives, are not required of the land divider but, if installed, shall be according to the city standards.*
- 2. Street tree planting is not required of the land divider but, if planted, shall be accordance with city requirements and of a species compatible with the width of the planting strip.*
- 3. Streetlights. The installation of underground electric service, light standards, wiring, and lamps for streetlights of a type required by city standards following the making of necessary arrangements with the serving electric.*
- 4. Street signs. The installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by city standards.*

FINDINGS: Street trees are neither proposed nor required within the right-of-way. The landscaping plan labels "street trees" along the Winfield Street property frontage, but they are shown on private property. Staff has included the code sections for streetlights and street signs as standard recommended conditions of approval. Both shall be constructed to city standards.

B. SITE DEVELOPMENT REVIEW CRITERIA

Chapter 17.28 - RESIDENTIAL DISTRICT (R-2)

17.28.010 - Purpose.

The residential (R-2) district provides opportunities for higher density housing in proximity to commercial and public development where full urban services are available. The R-2 district is consistent with the residential general plan designation.

17.28.020 - Permitted uses.

The following uses are permitted in the R-2 district:

C. Multi-family dwellings, subject to the provisions of Chapter 17.144, site development review;

D. Accessory structure subject to the provisions of Chapter 17.84, accessory structure;

FINDINGS: The applicant proposes to develop 28 multi-family units on Parcel 1 and two fourplexes (8 units total) on Parcel 2. Pursuant to GDC 17.28.020(C), multi-family dwellings are an outright permitted use, subject to the Site Development Review standards, as provided below. Section (D) allows for accessory structures such as the proposed storage units to serve the multi-family residents. GDC 17.84 Accessory Structures includes criteria which limits the height, location, size, and appearance of accessory structures. Specifically, the accessory structure shall be limited to 20% of the floor area of the primary SDR 2021-02 / PAR 2022-01 Winfield LLC

building(s). It is not clear whether the proposed storage units currently meet that standard as drafted. Staff has included a recommended condition of approval requiring compliance with the accessory structure standards in GDC 17.84. The proposed uses are consistent with the R2 zone.

17.28.040 - Dimensional standards.

A. Minimum lot area.

10,000 SF for Multi-Family dwelling, 4 unit plus 2,500 square feet per unit in excess of 4 units.

FINDINGS: As previously addressed, Parcel 1 is required to be a minimum of 70,000 SF for 28 units and Parcel 2 is required to be a minimum of 20,000 SF for 8 units. These minimum lot sizes are required after adjustments in street right-of-way dedication, as addressed in the recommended conditions of approval.

B.	Minimum yard setback requirements. Except as provided in <u>Section 17.80.100</u> , all principal and accessory structures shall maintain the following minimum yard setbacks:	
1.	Front yard	15 feet
	Front yard, garage or carport	20 feet
2.	Rear yard, single story structure	5 feet
	Rear yard, single story garage or carport (accessed from alley)	10 feet
	Rear yard, two-story structure	8 feet
	Rear yard, two-story garage or carport (accessed from alley)	10 feet
	Rear yard, three-story structure	10 feet
3.	Side yard, single story structure (interior)	5 feet
	Side yard, two-story structure (interior)	8 feet
	Side yard, three-story structure (interior)	10 feet
	Side yard, townhouse (interior)	None
	Side yard, townhouse (interior)	15 feet
	Side yard (adjacent to street) garage or carport (accessed from street)	20 feet
C.	Maximum structure height	30 feet

FINDINGS: Front, side, and rear setbacks are met by each of the proposed structures on the preliminary site plan submitted by the applicant. For these measurements, Winfield is used as “front.” Multi-family structures are proposed to be two-story buildings. Maximum structure height will be confirmed on the plan set prior to structural permit approval. The GDC defines “building height” as the average height of

the highest gable of a pitched or hipped roof, with additional details in GDC 17.16 Definitions. Dimensional standards for setbacks and height are met as proposed.

17.28.050 - Development standards.

All development in the R-2 District shall comply with the applicable provisions of Chapters 17.120 through 17.128. In addition, the following specific standards shall apply:

D. Density. Development within the R-2 District shall comply with the following density requirements: Multi-family: The minimum density shall be twelve (12) units per acre.

FINDINGS: The subject property is 2.32 acres in size. The development proposes 36 units. The minimum density of 12 units per acre requires a minimum of 28 units. The minimum density standard is met. The R2 zone does not have a maximum density because it is limited by the minimum lot size. No additional units could be added to the site due to the minimum lot size standard. The density standard is met.

E. Lot Coverage. The following shall mean the maximum permitted lot coverage, maximum coverage of public and private parking areas or garages, and/or combined maximum lot and parking combined coverage required:

Maximum building coverage 50%

Maximum parking area coverage 30%

Combined maximum building and parking area coverage 70%

FINDINGS: Applicant shall be required to confirm lot coverage prior to building permits. This is included as a recommended condition of approval.

F. Multi-family dwelling developments (three or more units) shall be subject to the site development review procedures of Chapter 17.144 Site Development Review.

FINDINGS: A Site Development Review application was submitted, and is reviewed in this report.

G. Multi-family dwelling developments (three or more units) shall provide a minimum recreational area of one hundred (100) square feet per residential unit. Fencing of recreational areas may be required.

FINDINGS: The preliminary plan set shows a recreation area. Specific details for the development of the shared recreation area are not shown on the plan sets. The GDC does not contain requirements for how a recreation area is developed; simply the size requirement. Staff has included a recommended condition of approval requiring confirmation of minimum area of one hundred (100) SF per residential unit. With the current proposed unit count of 36 units, the minimum area would be 3,600 SF. This recreation area would serve both the apartment buildings as well as the two fourplex buildings, unless a separate recreation area is provided for the residents in the fourplexes west of Winfield. This standard can be met by the applicant through compliance with the corresponding recommended condition of approval. As the two parcels could potentially be in separate ownership, an access easement is required

to ensure that the residents of Parcel 2 fourplexes are permitted to access the recreation area shown near the Parcel 1 apartments.

H. Landscaping. Multi-family dwelling developments (three or more units) shall provide a minimum landscaped area equal to fifteen (15) percent of the gross site area. The landscaped area calculation shall not include required recreational areas. Landscaping improvements shall be installed and maintained in accordance with Chapter 17.72.

FINDINGS: The applicant's plan set included a general landscaping plan. Staff has included a recommended condition of approval requiring the total area be confirmed prior to building permits, and that landscaping improvements be installed and maintained in accordance with GDC 17.72.

I. Signs. Signs shall conform to the requirements of Chapter 17.68.

FINDINGS: No signs were proposed with this application. This is included as a standard condition of approval.

Chapter 17.144 - SITE DEVELOPMENT REVIEW

17.144.060 - Evaluation of site plan.

The review of a site plan shall be based upon consideration of the following:

A. Conformance with the general development standards Chapters 17.48 through 17.96;

Part II - GENERAL DEVELOPMENT STANDARDS

Chapter 17.48 - GENERAL PROVISIONS

FINDINGS: Chapters 17.48 through 17.96 contain detailed standards applicable to development within the City of Gervais. The applicable sections are discussed below. There are redundant code sections between the partition standards, these general standards, and the Site Development Review standards.

GDC 17.48.030 Application of public facility standards states that a multi-family development is responsible for the provision of: fire hydrants, streets, water hookup, sewer hookup, storm drains, and streetlights. GDC 17.48.040 Design Standards requires "The design of all improvements within existing and proposed rights-of-way and easements, all improvements to be maintained by the city, and all improvements for which city approval is required, shall comply with the requirements of the most recently adopted Gervais public works construction standards."

In response to a request for comments, the City Engineer commented:

1. They have shown two domestic water services lines to the apartment. This should be modified to one service line and one water meter.
2. They have shown individual water meters to the four units in each 4-plex. This is acceptable.
3. They have shown three sanitary sewer services. One for each 4-plex and one to serve all the apartment. This is acceptable. However, there service lines should connect to the main line at manholes, and should connect at the bottom of the manhole.

4. They have shown a 6" sanitary sewer service serving the apartments (28 units). While the sizing is a building code issue, it is recommended that this line be 8" due to the number of services.

GDC 17.48.050 Residential Design Standards are not determined to apply to multi-family dwellings.

GDC 17.52 street standards. As discussed elsewhere in this report, the proposed development is required to dedicate sufficient right-of-way for the connection of Winfield Street to the north and south. The standard right-of-way width (ROW) for a local street serving more than 20 dwelling units is 60 feet wide. The right of way width to the north is 46 feet, and to the south is 55 feet. Ivy Woods Estates Subdivision to the south requested to reduce the ROW to 50 feet, and they were approved for 55 feet. This development is also requesting to reduce the ROW width to 50 feet. The City staff are in agreement to recommend 55 feet wide to meet basic function of the street cross-section, as well as for consistency with the recent Ivy Woods Subdivision to the south.

The standard cross-section construction is a curb-to-curb street width of 34 feet, no bike lane required, parking on both sides, and 5-foot sidewalks. The street width (curb-to-curb) to the north is 30 feet wide, whereas it is the standard 34-foot wide to the south in the new Ivy Woods Subdivision. The City has heard concerns in the past about the narrow streets north of the subject property in regards to parking congestion, and traffic circulation. Holding the 34-foot standard is recommended and proposed. There will need to be a transition in width that would be done at the north end of the proposed street. The City Engineer expects the maximum taper length would be approximately 20' if it is taken from both sides – as the center line should match.

The sidewalks to the north are curb-tight, and the sidewalks to the south have a 4.5-foot wide planting strip between the curbs and the sidewalks. This proposed project has the sidewalks as curb-tight with plantings on the private properties behind the sidewalks. The planting strip is not required by the code, but is encouraged by staff. The City Council may opt to weigh in for the purposes of aesthetics and pedestrian safety for additional separation from vehicle traffic. As with the street width, the construction of this section of Winfield will require a transition in sidewalk style.

The application package included a Transportation Impact Analysis (TIA) prepared by DKS. The purpose of a transportation impact analysis (TIA) is to identify potential mitigation measures needed to offset transportation impacts that the proposed development may have on the nearby transportation network.

The crash analysis included in the TIA reported that there had been three crashes reported in the vicinity of the project site in the years 2015-2019; none of which were fatal or serious injury crashes, and none of which involved bicyclists or pedestrians. Consequently, no safety improvements were recommended.

Existing traffic volumes were taken at three study intersections on a weekday in November 2021. No covid adjustment was applied to the traffic counts due to a July 2021 declaration by ODOT that statewide traffic levels were approximately back to "Pre-COVID" levels. Intersection performance measures are commonly measured in Level of Service (LOS) and Volume-to-capacity (V/C). Three intersections were studied: Douglas at 7th Street, 7th Street at Grove Avenue, and Ivy Avenue at Lantana

Lane. All three intersections meet the operating standards (LOS C) or better. All three intersections were rated A or B during both AM peak hours and PM peak hours.

The TIA “reviews the impacts that the proposed residential development may have on the transportation system within the study area. This analysis includes the trip generation, trip distribution, and future year traffic volumes and operating conditions for the study intersections for both the 2024 Background and Build scenarios.”

Trip generation is the method used to estimate the number of vehicles added to the roadways by a specific development. The figures for the proposed low-rise multi-family development were taken from the ITE Trip Generation Manual (11th Ed.) estimated 306 daily trips, with 34 total AM peak trips (7-9:00 am) and 36 total PM peak trips (4-6:00 pm).

Trip distribution provides an estimate of where project-related trips would be coming from and going to. “The distribution shows 30% of trips traveling to the north along Ivy Avenue, 30% of trips traveling to southeast along Ivy Avenue, 10% of trips traveling to the northwest along Douglas Avenue, and 30% of trips traveling to the southeast along Douglas Avenue. The 60% of trips traveling on Ivy Avenue utilized Lantana Lane to access the project site and the 40% of trips traveling on Douglas Avenue utilized Grove Street and the new subdivision connection to access the site. This trip distribution was based on the Ivy Woods Traffic Impact Analysis to maintain consistency with previous studies.”

The TIA concluded all streets and intersections impacted by this development would continue to function within their anticipated trip capacity and level of service at the full project build-out in 2024. No mitigation was deemed necessary.

The City Engineer and Marion County Public Works (with jurisdiction over Ivy) had no concerns about the submitted TIA. GDC Street Standards can be met by the applicant’s compliance with the recommended conditions of approval.

GDC 17.52.070 Access easements. Staff has previously addressed a recommended access easement granted to Parcel 2 by Parcel 1 for use of the recreation area.

GDC 17.56 addresses off-street parking required with development. GDC 17.56.050 provides a table of minimum parking requirements by land use type. Multi-family dwellings are required to provide a minimum of 1 ½ spaces per dwelling unit. On Parcel 1, 56 spaces are required, and 56 spaces are provided. On Parcel 2, 16 are required, and 16 are provided. Staff generally recommends more than the minimum standard for smaller communities lacking access to robust public transportation. As the proposed storage units are for exclusive use by the tenants, no additional parking is deemed necessary for the storage units, though a time-limited loading zone is recommended. Parking spaces are shown as 9-feet by 18-feet, with 24-foot two-way drive aisles. This standard is met.

Regarding parking lot landscaping, because the large parking lots are on the interior of the site, screened from adjacent residences by the multi-family structures. Staff has included a recommended condition of

approval for full compliance with this section of the GDC related to screening and parking lot landscaping.

GDC 17.56.110 addresses bicycle parking standards: Multi-family residential is required to provide one bicycle parking space per every two dwelling units. With a total of 28 units on Parcel 1, the applicant is required to provide 14 spaces, as proposed. With a total of 8 units on Parcel 2, the applicant is required to provide 4 spaces, as proposed. Bicycle parking provision will be confirmed prior to final occupancy.

GDC 17.56.120 addresses accessible parking for persons with disabilities. ADA parking number, location, and dimensions are confirmed by Marion County Building Department prior to building permits.

GDC 17.60 regarding storm drainage, the application package includes a stormwater report prepared by Udell Engineering & Land Surveying LLC. The storm report divided the subject property into multiple drainage sub-basins which are proposed to be relayed to on-site detention facilities, and then to the City of Gervais storm drainage systems in both Winfield Street and Ivy Avenue at the pre-storm rate. The report contained the following conclusion:

CONCLUSION. UELS prepared this stormwater report and stormwater facilities for the proposed development in conjunction with City of Salem design standard as well as Clean Water Services design standards. The body of this report provides detailed parameters and criteria aligning with the standards referenced. Based on the information and analysis within this report, the proposed development demonstrates compliance with referenced standards or engineering standard practices recognized in the region and confirms no downstream adverse impacts will be created by the proposed development.

GDC 17.64 Utility lines and facilities section details public water, sanitary sewer, street lights, private utilities, etc. have been previously addressed, and can be met.

GDC 17.72 Landscaping design requires landscaping plans which show the types, sizes, and locations of plants and walls, as well as the proposed irrigation. The applicant has provided a general landscaping plan that does not yet provide sufficient detail. Staff has included a recommended condition of approval for full compliance with this section of the GDC.

GDC 17.72.070 Screening and buffering is not required to obscure a multi-family residential use from other residential uses. Staff does recommend an enhanced landscaping plan to show trees along the north and south property lines to soften the visual impact of the large structure against the existing single-family homes on either side.

B. Characteristics of adjoining and surrounding uses;

FINDINGS: The proposed multi-family development is an outright permitted use in the R2 zone. The proposed multi-family structures are surrounded by single-family dwellings to the north, east, and south. The property to the west is vacant undeveloped agricultural use. In consideration of the surrounding uses, the site plan shows setbacks larger than the minimum required. Staff is recommending an enhanced landscaping plan which shows trees along the north and south property

lines for screening of the larger multi-family building against the existing single-family homes. This standard can be met.

C. Drainage and erosion control needs;

FINDINGS: As addressed above, a storm water report was provided. The applicant is required to, and is proposing to, provide storm water detention facilities to release storm water at pre-storm rates into the existing City storm drain system. This standard can be met.

D. Public health factors;

FINDINGS: Public health factors typically refer to safe connections to water and sewer infrastructure. The proposed development plans show connections to public water and sewer services. Gervais Public Works and the City Engineer have reviewed the plans. Their comments are attached. No other public health factor concerns are noted. This standard can be met.

E. Parking, traffic safety, and connectivity of internal circulation to existing and proposed streets, bikeways and pedestrians.

FINDINGS: Parking has been previously addressed, and is met as proposed. The TIA prepared by DKS states: "Two driveways are proposed on Winfield Street; the west driveway will provide access the fourplexes and the east driveway will provide access to the apartment buildings. The driveways are aligned opposite the other on Winfield Street. The City code requires that local streets maintain a minimum of 50 feet between access points on local streets, which is satisfied. The apartment complex on the east side of Winfield Street will have one long parking area with a fire turnaround at the back that should allow for heavy vehicles to navigate the parking area. Sidewalks are shown for each property that connect the buildings with the parking lots and public right-of-way. No additional pedestrian or bicycle improvements are recommended on-site."

Woodburn Fire Department reviewed and provided comments. They will need additional details to confirm that the minimum turning radius and turn-around have been provided on site. They will also confirm that the fire flow at the subject property is sufficient for the type and size of buildings proposed. Fire Department approval is a recommended condition of approval. This standard can be met.

F. Provision for adequate noise and/or visual buffering from non-compatible uses;

FINDINGS: Screening and buffering are required to obscure the visibility of outdoor facilities such as trash enclosures. Additional details are needed for the trash enclosures. This is a recommended condition of approval. This standard can be met.

G. Retention of existing natural features on site;

FINDINGS: The submitted geotechnical report described the site as: "The subject proposed development site is generally unimproved and generally consists of existing open land. Surface vegetation across the proposed new multi-family residential development site generally consists of a

light to moderate growth of ground cover composed of grass and weeds as well as some heavy brush and occasional trees along the westerly portion of the site. Topographically, the site is characterized as relatively flat-lying to gently sloping terrain (less than 10%) descending downward towards the north." There are no significant natural features on site.

H. Problems that may arise due to development within potential hazard areas; and

FINDINGS: No known hazards exist on the subject property. Staff referenced FEMA FIRM maps to confirm that the property is not located within a flood hazard area.

The application package included a geotechnical report prepared by Redmond Geotechnical Services. "The purpose of the geotechnical studies was to evaluate the overall site subsurface soil and/or groundwater conditions underlying the site with regard to the proposed new multi-family residential development and construction at the site... as well as provide appropriate geotechnical design and construction recommendations for the project." The report documented approximately one to two feet of surficial fill soil materials on site.

The study assessed test pits on site, and stated "our review of the subsurface soil test pits and laboratory test results indicated that the site is generally underlain by soft to medium stiff, sandy, clayey silt to depths of at least 6 feet beneath existing site grades... It is our opinion that the native subgrade soil deposits located beneath the subject site do not have the potential for liquefaction during [earthquakes]." The report indicated no evidence of ancient or active landslides, and the low slope does not present a serious geologic hazard. Additionally, no known faults exist on or immediately adjacent to the subject site.

The report concluded that the site is suitable for the proposed multi-family residential project. The primary features of concern at the site are 1) the presence of the undocumented fill soils across the site, and 2) the presence of the moisture sensitive clayey silt subgrade soils beneath the site.

The Geotech report recommended: "The existing undocumented fill soils as well as the underlying old topsoil remnants should be removed in their entirety or all foundations should be extended down through the existing fill soils and underlying old topsoil zone and bear on approved native subgrade soils. Regarding the moisture sensitive clayey silt subgrade soils beneath the site, we recommend that all site grading and earthwork operations be scheduled for the drier summer months which are typically June through September." The report continued on to provide specific instructions for site preparation and foundations/slabs/walls/pavement support.

This standard can be met through compliance with the associated recommended conditions of approval.

I. Provisions for preventing contamination of the city's water supply by chemicals and/or other hazardous materials.

FINDINGS: Neither City Public Works nor the City Engineer expressed concerns related to water quality that cannot be addressed by the provision of back-flow prevention and water quality features in the storm water detention facilities. This standard can be met.

IV. CONCLUSION & RECOMMENDATION

After consideration of the application materials, and consultation with City staff and partner agencies, staff recommends that the Gervais City Council, by motion, approve the revised development plan, and adopt the findings and conditions of approval contained in this staff report.

V. RECOMMENDED CONDITIONS OF APPROVAL

PARTITION & SITE DEVELOPMENT REVIEW CONDITIONS:

- 1) Due diligence. Applicant is responsible for compliance with adopted standards of the Gervais Development Code, Gervais Municipal Code, and Gervais Public Works Design and Construction Standards at all times.
- 2) Cost of development. Applicant is responsible for cost of public improvements connections and upgrades required by the City Engineer to serve the proposed development.
- 3) Public improvements. All public improvements required by the GDC or as conditions of approval shall be completed prior to the issuance of an occupancy permit for either building, unless there exists a performance guarantee acceptable to the city attorney, as provided for in GDC 17.204. No public works construction shall be undertaken until an agreement is executed between the developer and the city specifying the period within which required improvements and repairs shall be completed, as well as referencing the terms and conditions under which the city has approved the development. The agreement shall be in the form acceptable to the city attorney. The design of all improvements within existing and proposed rights-of-way and easements, all improvements to be maintained by the city, and all improvements for which city approval is required, shall comply with the requirements of the most recently adopted Gervais public works construction standards.
- 4) City Engineer comments. The applicant shall comply with City Engineer comments attached in Exhibit A, including but not limited to water, sewer, storm, streets, etc.

PARTITION CONDITIONS:

- 5) Partition Plat. Partition shall be recorded on a partition plat instrument reviewed and approved by the City of Gervais and Marion County.
- 6) Public Improvements prior to plat. Prior to Partition Plat approval, required public improvements including streets, sidewalks, water, storm, and sewer shall be constructed, inspected, and approved by the City Engineer, unless a deferral agreement or other guarantee satisfactory to the City is provided (GDC 17.204).
- 7) Winfield Street ROW. A minimum right-of-way width of 55 feet shall be dedicated to City of Gervais for the continuation of Winfield Street.

- 8) Parcel sizes. Based upon the number of multi-family units, Parcel 1 shall be a minimum of 70,000 SF and Parcel 2 a minimum of 20,000 SF after ROW width is adjusted.
- 9) Redividing. No parcel within an approved partition may be redivided within the same calendar year in which it was recorded, except through the subdivision process.

SITE DEVELOPMENT REVIEW CONDITIONS

- 10) Plat. Prior to building permits, the property owner shall record a partition plat at Marion County separating Parcel 1 from Parcel 2, and dedicating Winfield Street.
- 11) Fire Department approval. Prior to building permits, applicant shall demonstrate Fire Department approval of the site plans, including but not limited to, turning radius, apparatus turn-around, fire access lanes, fire flow, hydrant location, etc.
- 12) Public safety. Prior to building permit, developer shall consult with Gervais Police regarding anti-theft lighting, and other public safety considerations of the landscaping plan.
- 13) Lot coverage. Prior to building permits applicant shall demonstrate compliance with maximum lot coverage standards of 70% combined building and parking area coverage.
- 14) Recreation Area. Multi-family dwelling developments (three or more units) shall provide a minimum recreational area of one hundred (100) square feet per residential unit.
- 15) Recreation Area Access Easement. Prior to final occupancy for either parcel, an access easement shall be recorded on Parcel 1 recreation area allowing for residents of Parcel 2 to use recreation area, unless an alternate recreation area is developed west of Winfield street benefitting the two fourplexes.
- 16) Storage Units. Storage units shall comply with the Accessory Structure standards provided in GDC 17.84 accessory structures, specifically structure size is limited to 20% of primary structure(s).
- 17) Multi-Family Landscaping. Multi-family dwelling developments (three or more units) shall provide a minimum landscaped area equal to fifteen (15) percent of the gross site area. The landscaped area calculation shall not include required recreational areas. Landscaping plan shall show additional trees along the north and south property lines for screening of the larger multi-family building against the existing single-family homes.
- 18) Landscaping installation. Prior to building permits, the applicant shall submit a landscaping plan acceptable to the City Planner and City Engineer which indicates planting and irrigation details of the subject property. Landscaping within or adjacent to a parking lot shall comply with the parking lot landscaping and screening standards of GDC 17.56.100, including screening of trash facilities. All landscaping required by the GDC shall be installed prior to issuance of a final occupancy permit unless security equal to one hundred ten (110) percent of the cost of the landscaping is filed with the city assuring such installation within six months of occupancy, consistent with GDC 17.72.040.
- 19) Removal of fill material. Prior to building permits, applicant shall comply with City Engineer comments consistent with the recommendations in the geotechnical report:

“The existing undocumented fill soils as well as the underlying old topsoil remnants should be removed in their entirety or all foundations should be extended down through the existing fill soils and underlying old topsoil zone and bear on approved native subgrade soils. Regarding the moisture sensitive clayey silt subgrade soils beneath the site, we recommend that all site grading and earthwork operations be scheduled for the drier summer months which are typically June through September.”

- 20) Lot grading. The minimum elevation at which a structure may be erected, taking into consideration the topography of the lot, the surrounding area, drainage patterns and other pertinent data, shall be established by the building official.
- 21) Utility easements. Utility easements shall be provided on lot areas where necessary to accommodate public utilities. Such easements shall have a minimum total width as specified in Section 17.64.020(G).
- 22) Streetlights. Applicant shall be responsible for the installation of underground electric service, light standards, wiring, and lamps for streetlights of a type required by city standards following the making of necessary arrangements with the serving electric.
- 23) Street signs. Applicant shall be responsible for the installation of street name signs and traffic control signs is required at locations determined to be appropriate by the city and shall be of a type required by city standards.
- 24) Lighting. Any light used to illuminate parking shall be arranged to be directed entirely onto the parking area, shall be deflected away from any residential use and shall not cast a glare or reflection onto moving vehicles on the public rights-of-way.
- 25) Vision clearance area. Vision clearance areas shall be maintained on corner lots at the intersection of all public streets and at the intersections of a public street with a private street as outlined in Section 17.80.080.
- 26) Signs. No signs are approved with this application. All future signage shall be in compliance with the standards and procedures of GDC 17.68, as well as the uniform sign code.
- 27) Dumpster capacity. It shall be the ongoing obligation of the property owner to maintain and upgrade when necessary the shared garbage and recycling facilities to meet the demand of the residential building tenants, to ensure that the dumpster enclosure remains functional and free from nuisance.
- 28) Monuments. Upon completion of street improvements, centerline monuments shall be established and protected in monument boxes at every street intersection at all points of curvature, points of tangency of street center lines, and other points required by state law.
- 29) Bench marks. Elevation benchmarks shall be set at intervals established by the city engineer. The benchmarks shall consist of a brass cap set in a curb or other immovable structure.
- 30) Approval expiration. Consistent with GDC 17.144.080, Site development review approval shall be effective for a period of one year from the date of approval. If substantial construction of the approved plan has

not begun within the one-year period, the approval shall expire. Site development review approval shall be voided immediately if construction on the site is a departure from the approved plan, beyond adjustments to the plan necessary to meet these conditions of approval.

- 31) Time extension. The city council or city manager shall upon written request by the applicant and payment of the required fee, grant an extension of the approval for a period not to exceed six months at a time, provided that: 1) No changes are made to the approved site development plan; 2) The applicant can show intent to initiate construction on the site within the six month extension period; and 3) There have been no changes in existing conditions, facts, or applicable policies or ordinance provisions on which the original approval was based.

VI. CITY COUNCIL OPTIONS

1. Motion to APPROVE concurrent Site Development Review file #SDR 2021-02 and Partition file #PAR 2022-01, and adopt the findings and recommended conditions of approval contained in the revised staff report to the City Council.

2. Motion to APPROVE concurrent Site Development Review file #SDR 2021-02 and Partition file #PAR 2022-01, and adopt the findings and recommended conditions of approval contained in the revised staff report to the City Council AS AMENDED BY CITY COUNCIL (stating the desired revisions).

3. Motion to DENY Site Development Review file #SDR 2021-02 and/or Partition file #PAR 2022-01, and adopt findings stating how the application does not meet the adopted standards of the Gervais Development Code.

4. Motion to CONTINUE the public hearing in order to allow the applicant to either revise the site plan, provide additional information, or apply for a variance.

EXHIBIT A
RESPONSES TO REQUEST FOR COMMENTS

Planning staff sends a "Request for Comments" to City Departments and partner agencies and utilities prior to drafting the staff report. Comments received in response are provided below:

A. City Engineer, Gordon Munro, Tetra Tech

5. The transportation impact analysis shows that the v/c ratio is low, and the level of service (LOS) is high. Based upon this no off-site improvements would be required.
6. A geotechnical report was completed and appears to be acceptable. The recommendations of the report should be followed in the design. This includes the removal of the 1 to 2 feet of undocumented soil on the site.
7. The storm report appears acceptable. If there are any changes in the design after planning approval, then the report would need to be updated.
8. The proposal includes drainage swales along the property boundary to address potential storm water migration across property boundaries. This is acceptable.
9. They have shown the storm piping from the swale on Winfield St connecting to a catch basin. This should be modified to connect to a manhole.
10. They have shown two domestic water services lines to the apartment. This should be modified to one service line and one water meter.
11. They have shown individual water meters to the four units in each 4-plex. This is acceptable.
12. They have shown three sanitary sewer services. One for each 4-plex and one to serve all the apartment. This is acceptable. However, there service lines should connect to the main line at manholes, and should connect at the bottom of the manhole.
13. They have shown a 6" sanitary sewer service serving the apartments (28 units). While the sizing is a building code issue, it is recommended that this line be 8" due to the number of services.
14. They have recommended a 50 right-of-way (ROW) dedication. This does not meet the development code requirements of 60' ROW, nor does it match the recent (and contiguous) Ivy Woods Winfield St. ROW which is 55'. No justification was presented for the variance in standards.
 - a. The main difference between the Ivy Woods street section and the proposed section is that there is no landscape strip proposed, and plantings are shown behind the sidewalk.
 - b. This means that the sidewalks are curb tight.
 - c. This is acceptable from a functional standpoint with regard to the sidewalks and pavement.
11. The street width is shown as 34' which matches with Winfield St to the south and the development code. The street width to the north is approximately 30'. There will need to be a transition in width that would be done at the north end of the proposed street.
12. If the alternative ROW and street section is accepted, then there would need to be transitions on the sidewalk at both ends of the proposed street.
 - a. At the north end the sidewalks would need to transition down to existing curb tight sidewalks on a narrower street section.
 - b. At the south end the sidewalks would need to transition to match the current sidewalks that are located behind a landscape strip.

From my standpoint the biggest issues are the variance for the ROW width and whether the City still wants a landscape strip.

Regarding ROW width and cross-section dimensions:

The taper means that at the south end the pavement width would be 34', which would be held as long as reasonable. At the north end the pavement width would be reduced to 30' to match the existing pavement width. I think the maximum taper length would be approximately 20' if it is taken from both sides – as the center line should match, this is what I would expect.

On the existing 30' wide streets to the north parking is allowed on both sides of the street currently (at least folks are parking in that fashion), so I am not sure we would restrict parking on that short taper section.

B. Woodburn Fire, Fire Marshal James Gibbs

I did not see a square footage of each building to determine the water supply needs (number of fire hydrants, gpm required, duration, and spacing between fire hydrants, etc.). The east end where utilities easement goes through must be a fire emergency access road because the road would be a dead-end more than 150'. Need to make sure the turning radius of 28' inside and 48' outside are met in all areas. Also, need to confirm that Winfield Road will be accessible throughout out housing development north and south, meeting the minimum fire access width/height requirements and turning radius.

EXHIBIT B

APPLICATION PACKAGE SUBMITTED BY APPLICANT

**City of Gervais
Site Development Review Application**

Appl. No. _____

Date: _____

Fee: _____

Receipt No.: _____

Applicant: Ivan Cam
Name
PO BOX 231
Mailing Address
Woodburn OR 97071
City State Zip
503-680-8711
Phone

Title Holder: Winfield LLC
Name
PO BOX 231
Mailing Address
Woodburn OR 97071
City State Zip

Location:
Street Address: N/A
Tax Lot Number 106 Map 052W26BA00106

Description:
Comprehensive Plan Designation: _____
Current Zoning: R2

Prerequisites: In accordance with Development Code Section 17.144, the City Council shall have the power to hear and decide site development review requests. An application for a site development review shall be filed with the city manager and accompanied by the appropriate fee. It shall be the applicant's responsibility to submit a complete application that addresses the review criteria of Chapter 17.144 of the Development Code.

A. The following information shall be submitted as part of a complete application for site development review:

1. A Site Analysis that describes the following:
 - a. Existing site topography;
 - b. Identification of areas exceeding 10% slopes;
 - c. Site drainage, areas of potential flooding;
 - d. Areas with significant natural vegetation;

- e. Classification of soil types;
- f. Existing structures, roadway access and utilities;
- g. Wetland determination for areas mapped with hydric soils or designated on a National Wetland Inventory map with determination conducted according to standards established by the Oregon Division of State Lands, and a letter of concurrence from the Oregon Division of State Lands.
- h. If the wetland determination indicates the need for further study, a wetland delineation, and letter of concurrence from the Oregon Division of State Lands.
- i. Location of active or inactive wells;
- j. Location of the riparian buffer, if applicable.

2. A Site Plan on 8 1/2" x 11" sized paper illustrating the following information:

- a. Proposed grading and topographical changes;
- b. All proposed structures including finished floor elevations, setbacks, exterior elevations, and exterior finishing.
- c. Vehicular and pedestrian circulation patterns, parking, loading and service areas;
- d. Proposed access to public roads and highways, railroads or transportation systems;
- e. Site drainage plan including methods of storm drainage, sanitary sewer system, water supply system and electrical services. Invert elevations may be required for all underground transmission lines;
- f. Proposed landscape plan, to include appropriate visual screening and noise buffering, where necessary, to ensure compatibility with surrounding properties and uses;
- g. Boundaries of any delineated wetlands and mitigation areas;
- h. Proposed on premise signs, fencing or other fabricated barriers, together with their heights and setbacks;
- i. Proof of ownership and signed authorization for the proposed development if applicant is not the owner of the site; and
- j. A schedule of expected development.
- k. A traffic impact analysis if required by the City Manager.

3. A detailed description of the proposed development.

17.144.060 Evaluation of the Site Plan

The review of a site plan by the city council shall be based upon consideration of the following:

- A. Conformance with the General Development Standards chapters 17.48 through 17.96;
- B. Characteristics of adjoining and surrounding uses;
- C. Drainage and erosion control needs;
- D. Public health factors;
- E. Parking, traffic safety, and connectivity of internal circulation to existing and proposed streets, bikeways and pedestrian facilities;
- F. Provision for adequate noise and/or visual buffering from non-compatible uses;
- G. Retention of existing natural features on site;
- H. Problems that may arise due to development within potential hazard areas; and

- I. Provisions for preventing contamination of the City's water supply by chemicals and/or other hazardous materials.

Conditions of Approval:

As specified by Development Code Section 17.176.020 (I), approval of a Site Development Review application may be granted subject to conditions. The following limitations shall be applicable to conditional approvals:

1. Conditions shall be designed to protect public health, safety and general welfare from potential adverse impacts caused by a proposed land use described in an application. Conditions shall be related to the following:
 - a. Protection of the public from the potentially deleterious effects of the proposed use; or
 - b. Fulfillment of the need for public service demands created by the proposed use.
2. Changes or alterations of conditions shall be processed as a new administrative action.
3. Whenever practical, all conditions of approval required by the City shall be completed prior to the issuance of an occupancy permit. When an applicant provides information which demonstrates to the satisfaction of the City Council that it is not practical to fulfill all conditions prior to issuance of such permit, the City Council may require a performance guarantee as provided in Development Code Section 17.204.

17.144.070 Access

As part of the design review process, the city may impose the following conditions on a new or expanding development:

- A. Limit or prohibit access to local streets which principally serve residential uses;
- B. Require a traffic impact analysis; and/or
- C. Require the dedication of additional right-of-way and/or street improvements where necessary to meet city street standards.

I HEREBY CERTIFY THAT ALL STATEMENTS CONTAINED HEREIN, ALONG WITH THE EVIDENCE SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.



Applicant's Signature



Title Holder's Signature

11/22/2021
Date

11/22/2021
Date

Multifamily Development
Tax Lot R360212

SITE PLAN NOTES:

- 1 INVERTED DRY BREEZEWATER BRUSH
- 2 WALL MOUNTED LOW INTENSITY LED WALL MOUNT
- 3 CONCRETE WALL
- 4 CONCRETE WALL
- 5 WALL MOUNTED LOW INTENSITY LED WALL MOUNT

ZONING REVIEW - APARTMENTS:
 SITE AREA: 70,282 sf
 MIN LOT: 10,000 SF FIRST 4 UNITS + 2,500 PER UNIT AFTER 4
 MAX UNITS: 28 (28 SHOWN)

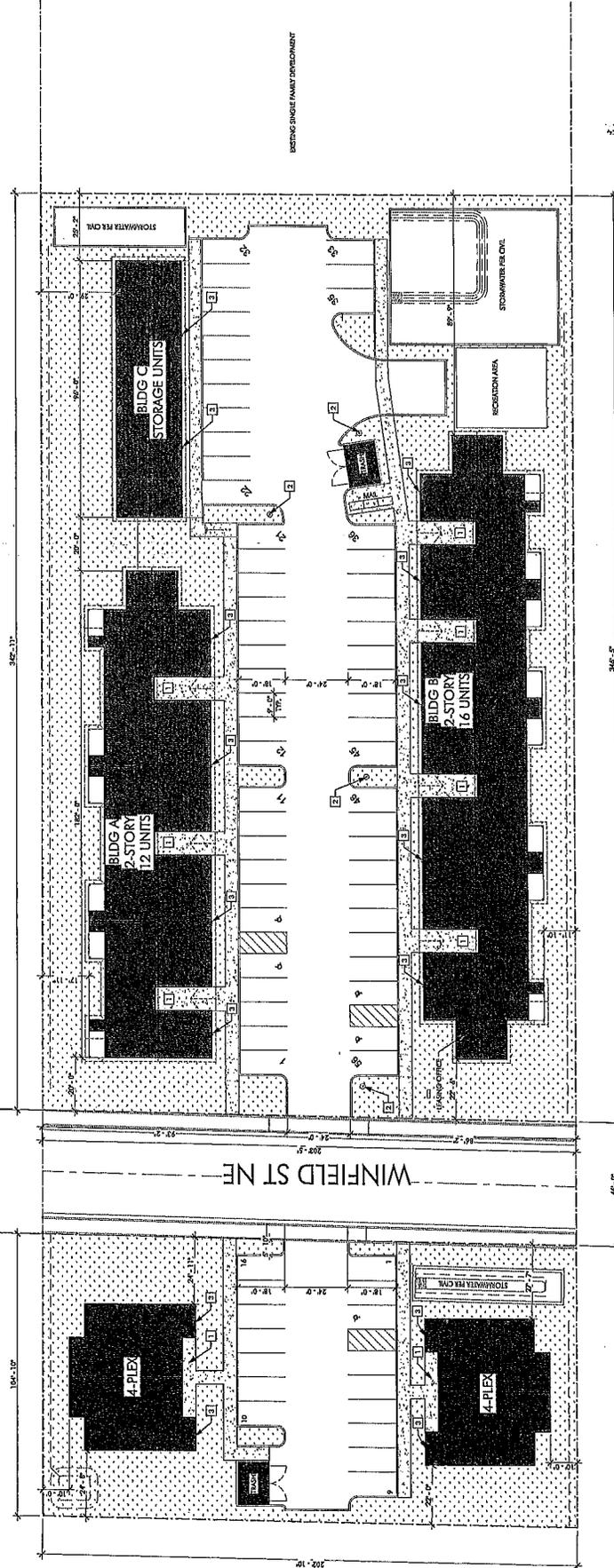
SETBACKS:
 FRONT: 15'
 SIDE: 8'
 REAR: 8'

VEHICLE PARKING: 2/UNIT = 56 REQUIRED, 56 PROVIDED
BIKE PARKING: 0.5/UNIT = 14 REQUIRED, 14 PROVIDED.

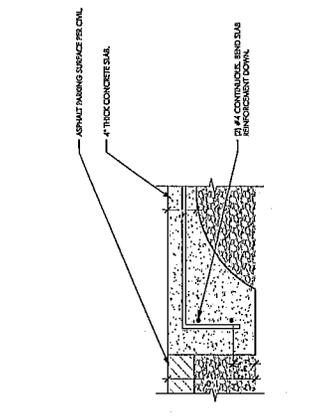
ZONING REVIEW - 4-PIEXES:
 SITE AREA: 21,286 sf (10,643 sf each lot)
 MIN LOT: 10,000 SF FIRST 4 UNITS + 2,500 PER UNIT AFTER 4
 MAX UNITS: 4

SETBACKS:
 FRONT: 15'
 SIDE: 8'
 REAR: 8'

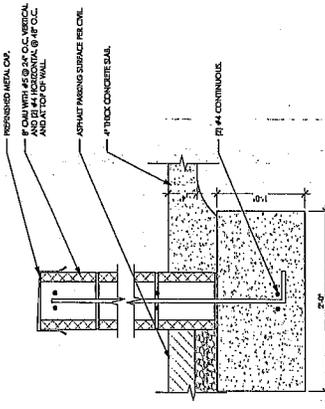
PARKING: 2/UNIT = 16 REQUIRED, 16 PROVIDED
BIKE PARKING: 0.5/UNIT = 4 REQUIRED, 4 PROVIDED



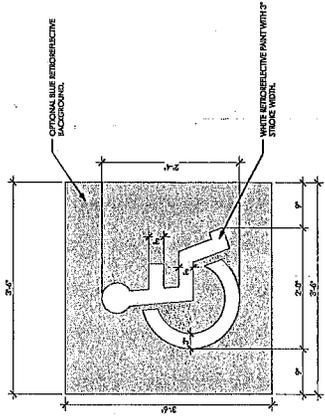
PROPOSED SITE PLAN
 1" = 20'-0"



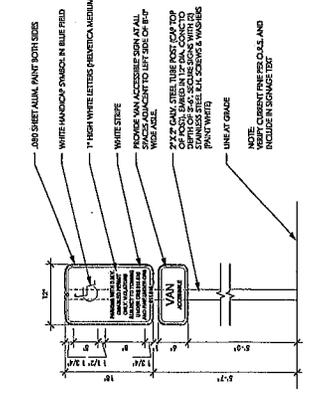
4 TRASH ENCLOSURE FOOTING @ OPENING
 1/4" = 1'-0"



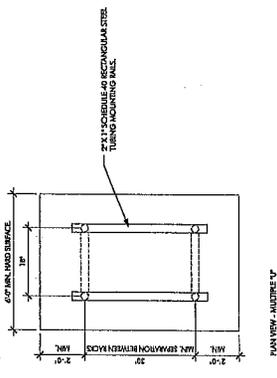
3 TRASH ENCLOSURE FOOTING
 1/4" = 1'-0"



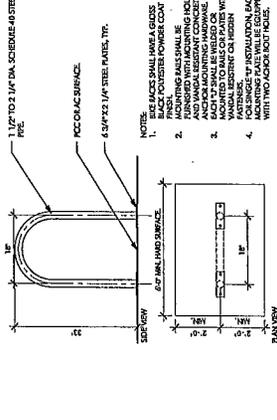
2 ADA PARKING SYMBOL
 1/4" = 1'-0"



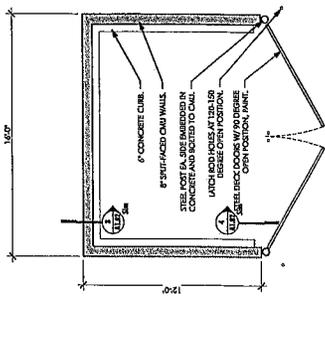
1 ACCESSIBLE PARKING SIGN
 1/4" = 1'-0"



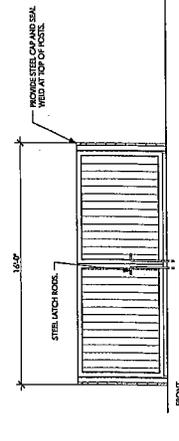
PLAN VIEW - MOUNT RAIL



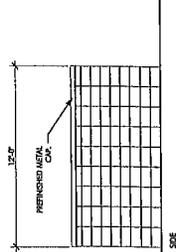
5 INVERTED U-BIKE RACK
 3/4" = 1'-0"



6 TRASH ENCLOSURE PLAN
 1/4" = 1'-0"



7 TRASH ENCLOSURE ELEVATIONS
 1/4" = 1'-0"



TRASH ENCLOSURE ELEVATIONS
 1/4" = 1'-0"



UDELL ENGINEERING
 AND
 LAND SURVEYING, LLC
 CLIENT:

MULTIFAMILY DEVELOPMENT
 TAX LOT R360212
 GERVAIS, OR.

DATE	1/18/2024
DRAWN BY	DAVID WOODRUM
CHECKED BY	DAVID WOODRUM
PROJECT	GERVAIS, OR. TAX LOT R360212
SCALE	AS SHOWN

PLANNING DRAWINGS
 NOT FOR
 CONSTRUCTION

SHEET
 C1.02
 SCALE SEE BANSKALE

DEMOLITION NOTES
 CONTRACTOR TO REMOVE AND DISPOSE OF THE MATERIALS GENERATED BY DEMOLITION OF THE EXISTING BUILDING IN ACCORDANCE WITH THE REGULATIONS OF THE CITY OF GERVAIS, OREGON.

- EXISTING SYMBOL LEGEND**
- FOUND MONUMENT AS NOTED
 - (C) CONTROL
 - (L) LIGHT POLE
 - (R) RAILROAD
 - (S) SIGN
 - (T) TREE
 - (W) WATER
 - (E) ELEVATION (FLOW LINE)
 - (P) PARTITION PLANT
 - (S) SANITARY SEWER
 - (S) SANITARY MANHOLE
 - (W) WITH
 - (Y) YELLOW PLASTIC CAP
- ABBREVIATIONS LEGEND**
- ALUM ALUMINUM
 - BLDG BUILDING
 - CONC CONCRETE
 - CB CATCH BASIN
 - CP CURB
 - DRIVE DRIVE
 - IRN IRON
 - NO. NUMBER
 - PLANT PLANT
 - R/W RIGHT-OF-WAY
 - SS SANITARY SEWER
 - SM SANITARY MANHOLE
 - W/W WITH
 - Y/C YELLOW PLASTIC CAP

- GENERAL DEMOLITION NOTES:**
- 1) THE CONTRACTOR SHALL DISPOSE OF THE MATERIALS GENERATED BY DEMOLITION OF THE EXISTING BUILDING IN ACCORDANCE WITH THE REGULATIONS OF THE CITY OF GERVAIS, OREGON. PERMITS FOR DEMOLITION AND FOR DISPOSAL.
 - 2) ALL DEMOLITION TO OCCUR PER REQUIREMENTS OF CITY OF GERVAIS, MARION COUNTY, AND/OR STATE OF OREGON REQUIRED PERMITS.
 - 3) EXISTING FEATURES AND BURIED PIPES NOT TO BE REMOVED BUT THAT ARE REQUIRED TO BE REMOVED FOR COMPLETION OF THIS PROJECT SHALL BE REMOVED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DEMOLITION WITH THE PHASE CONSTRUCTION.



PROJECT VERTICAL DATUM -- NAVD 88
 ALL ELEVATIONS SHOWN ON THIS PLAN ARE BASED ON THE VERTICAL DATUM OF NAVD 88. THE VERTICAL BENCHMARK USED FOR ESTABLISHING ELEVATIONS WAS A GPS STATIC OBSERVATION POINT PROCESSED USING OREGON CONTRACTOR'S SURVEYING AND MAPPING ASSOCIATION (OCMA) PROCESSED DATA. CONTRACTOR IS RESPONSIBLE TO VERIFY THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DEMOLITION.

THE CITY OF GERVAIS, OREGON, HAS THE RIGHT TO FOLLOW THESE NOTES BY THE OREGON UTILITY NOTIFICATION CENTER. THESE RULES ARE SET FORTH IN OAR 820-000-0000 THROUGH OAR 820-000-0000. YOU MAY OBTAIN COPIES OF THE RULES BY CALLING THE CENTER. (NOTE: THE TELEPHONE NUMBER FOR THE OREGON UTILITY NOTIFICATION CENTER IS 800-258-5887.)

LOCATION AND DISPOSITIONS OF EXISTING UTILITIES SHOWN ON THIS PLAN ARE BASED ON THE VERTICAL DATUM OF NAVD 88. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO DEMOLITION.



UDEL ENGINEERING
AND
LAND SURVEYING, LLC
CLIENT:
IWM CM
PO BOX 231
WOODBRIDGE, OR 97071
1CM268@YAHOO.COM

PRELIMINARY GRADING PLAN
MULTIFAMILY DEVELOPMENT
TAX LOT R360212
GERVAIS, OR.

DATE:	NOV 2013
PROJECT:	
DRAWN BY:	
CHECKED BY:	

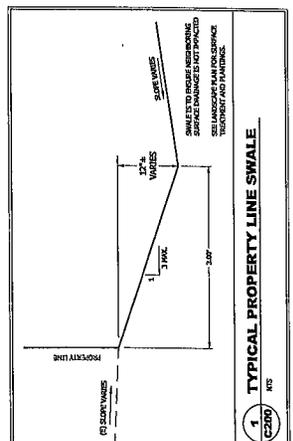
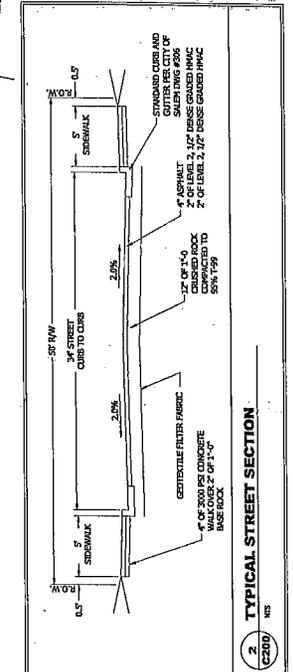
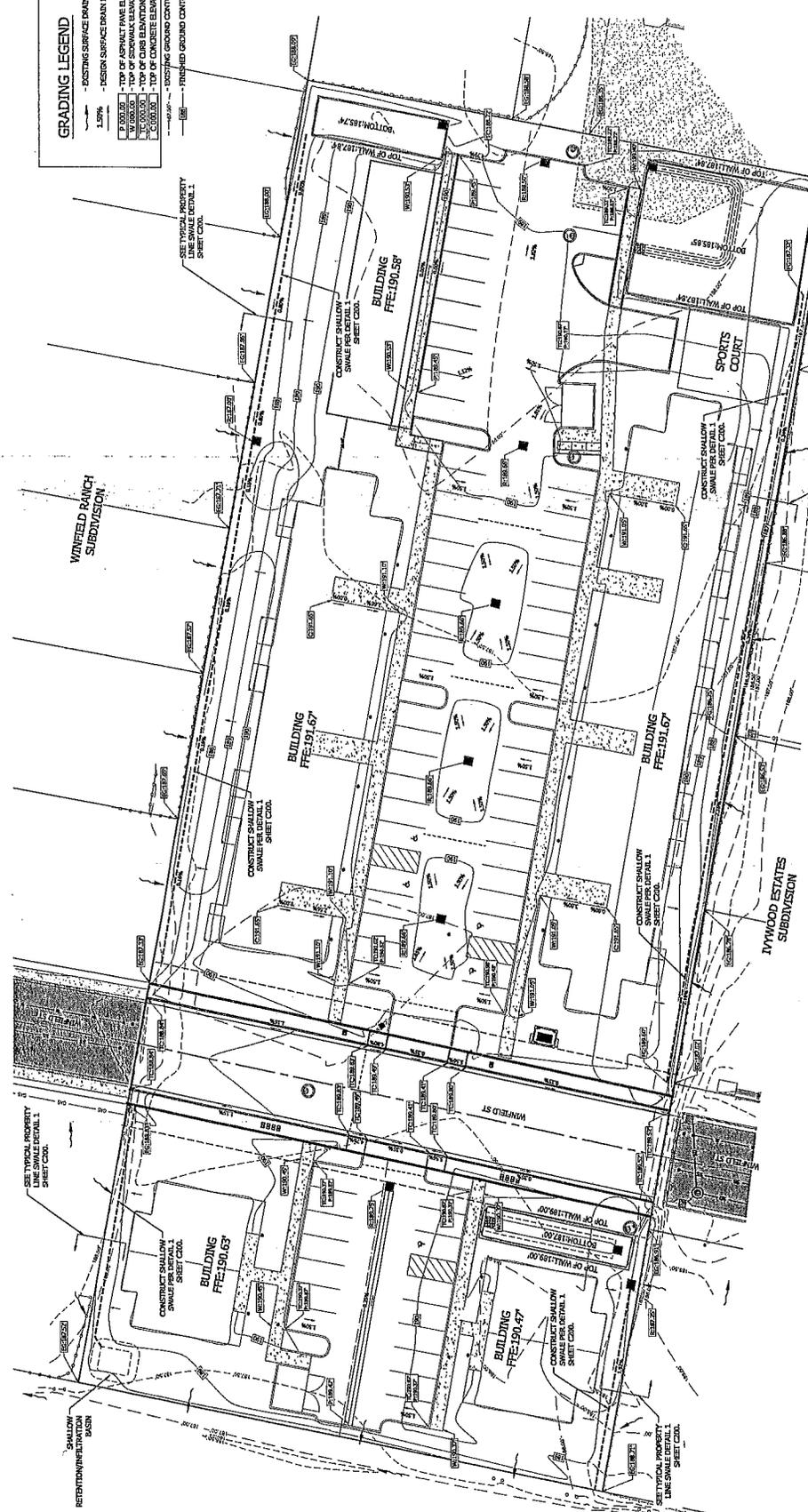
PLANNING DRAWINGS
NOT FOR CONSTRUCTION

Sheet C200
SCALE SEE BASISCALE

DATE:	11/20/13
PLANNING DRAWINGS	
PROJECT COMMENTS	

GRADING LEGEND

- EXISTING SURFACE DRAIN DIRECTION
- DESIGN SURFACE DRAIN DIRECTION
- 1.0% - SLOPE
- P 0.00 0.0' - TOP OF ASPHALT PAVEMENT ELEVATION
- W 0.00 0.0' - TOP OF SIDEWALK ELEVATION
- C 0.00 0.0' - TOP OF CURB ELEVATION
- CON 0.00 0.0' - TOP OF CONCRETE ELEVATION
- - EXISTING GROUND CONTOURS
- - FINISHED GROUND CONTOURS



PRELIMINARY DRAINAGE PLAN
MULTIFAMILY DEVELOPMENT
TAX LOT R3602.12
GERVAIS, OR.

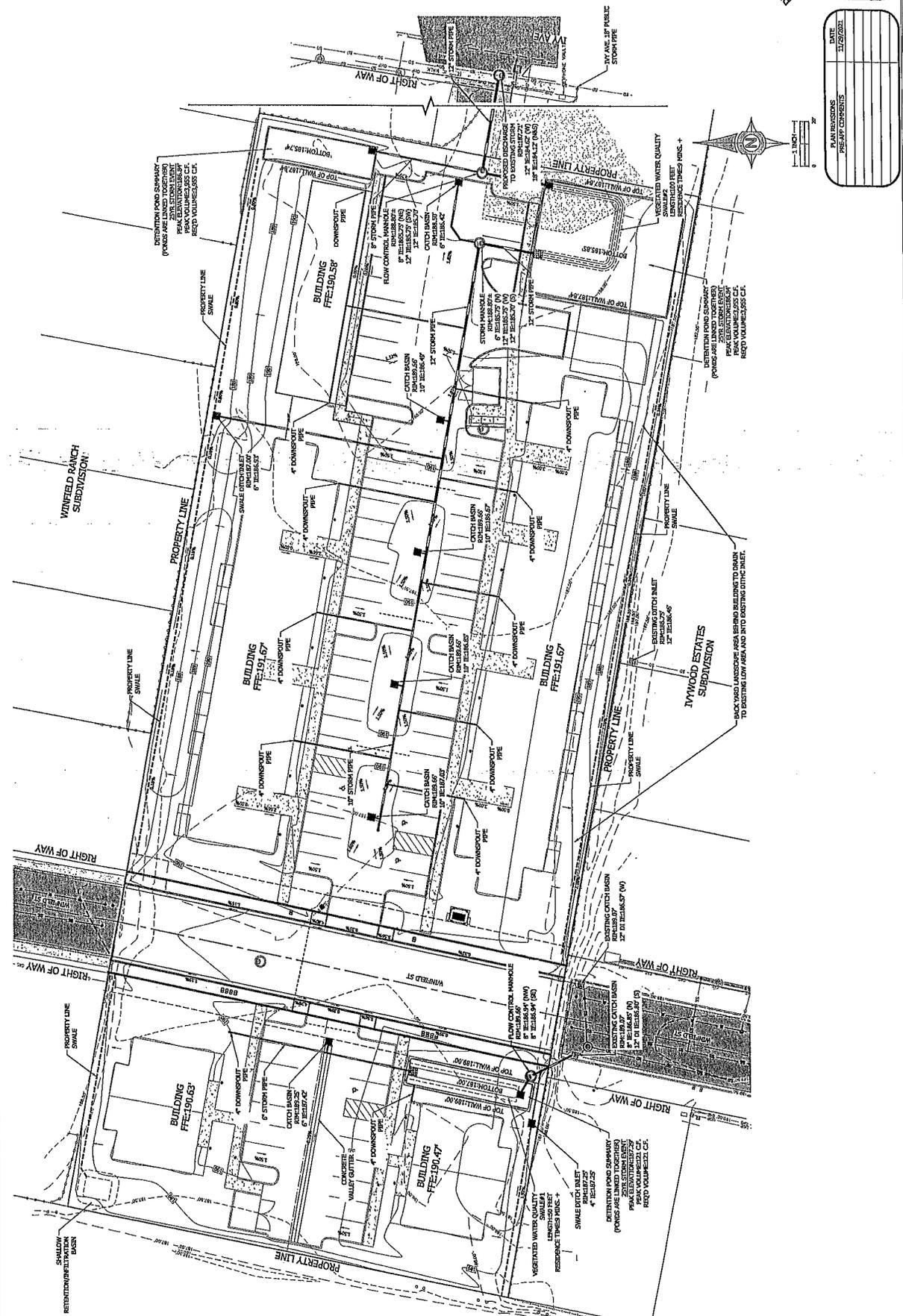
UDEL ENGINEERING
 AND
 LAND SURVEYING, LLC
 CLIENT:

DATE: 10/20/2022
 PROJECT: 12-22 GMA GERVAIS
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]

SCALE: SEE INRSCHEDULE
 SHEET: C300

DATE: 10/20/2022
 PLANT REVISIONS:
 PREPARE COMMENTS:

PLANNING DRAWINGS
 NOT FOR CONSTRUCTION



PRELIMINARY UTILITY PLAN
 MULTIFAMILY DEVELOPMENT
 TAX LOT R360212
 GERRAIS, OR.

DATE: 11/25/2013
 PROJECT: 21-27 GAI GERRAIS
 DRAWING NO: 02

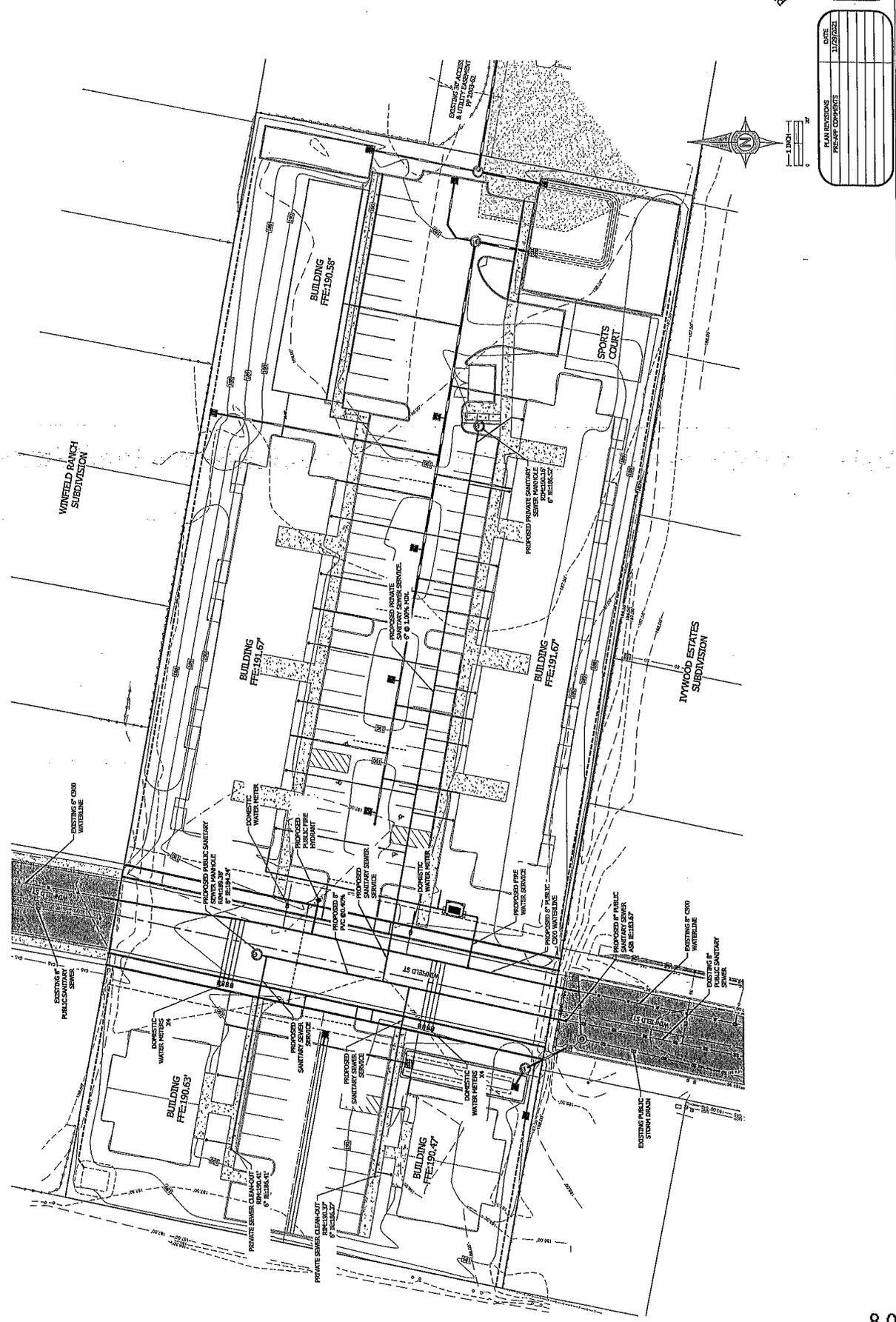
UDEL ENGINEERING
 AND
 LAND SURVEYING, LLC
 83 1ST AVE S.E.
 LEBANON, OREGON 97355
 (503) 451-1366 FAX
 (503) 451-1325 PH

CLIENT:
 JUAN CVA
 PO BOX 241
 WOODBURN, OR 97071
 JMC@UDEL.SURV.COM

SHEET: C400
 SCALE: SEE SUBSCALE

PLAN REVISIONS
 PREPARE COMMENTS
 DATE
 JUSTIFIED

PLANING DRAWINGS
 NOT FOR
 CONSTRUCTION



ZONING REVIEW - APARTMENTS:

SITE AREA: 70,282 sf
 MIN LOT: 10,000 SF FIRST 4 UNITS + 2,500 PER UNIT AFTER 4
 MAX UNITS: 28 (28 SHOWN)
 SETBACKS:
 FRONT: 15'
 SIDE: 8'
 REAR: 8'
 PARKING: 2/UNIT = 56 REQUIRED, 56 PROVIDED

ZONING REVIEW - 4-PLEXES:

SITE AREA: 21,286 sf (10,643 sf each lot)
 MIN LOT: 10,000 SF FIRST 4 UNITS + 2,500 PER UNIT AFTER 4
 MAX UNITS: 4
 SETBACKS:
 FRONT: 15'
 SIDE: 8'
 REAR: 8'
 PARKING: 2/UNIT = 16 REQUIRED, 16 PROVIDED



- (S) 12' Street Trees - Autumn Blaze Maple
- (M) 12' Autumn Purple Ash
- (B) 12' Kousa Dogwood Tree
- (G) 2' Gallon Shrub
- (S) 1' Gallon Shrub



PROPOSED SITE PLAN
 1" = 20'0"

WINFIELD STREET RIGHT OF WAY DEDICATION DESCRIPTION

AN AREA LOCATED IN THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 5 SOUTH, RANGE 2 WEST OF THE WILLAMETTE MERIDIAN, LINN COUNTY, OREGON AND BEING MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD MARKING THE SOUTHWEST CORNER OF LOT 12, WINFIELD RANCH AND BEING ON THE EAST RIGHT OF WAY LINE OF WINFIELD STREET; THENCE SOUTH 11°42'06" WEST 203.38 FEET TO THE NORTH RIGHT OF WAY LINE OF WINFIELD STREET AND THE NORTH LINE OF IVY WOODS ESTATES; THENCE NORTH 79°32'13" WEST 46.01 FEET ALONG IVY WOODS ESTATES; THENCE NORTH 11°42'06" EAST 203.23 FEET TO THE SOUTH LINE OF WINFIELD RANCH AND THE SOUTHEAST CORNER OF LOT 13 THEREOF; THENCE SOUTH 79°43'25" EAST 46.01 FEET TO THE POINT OF BEGINNING.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Kyle W Latimer
2022.03.11 11:55:57 -08'00'

OREGON
JUNE 12, 2013
KYLE W. LATIMER
80442

RENEWS: 12-31-22

Udell Engineering & Land Surveying, LLC
63 East Ash Street, Lebanon, OR 97355
Ph: 541-451-5125 • Fax: 541-451-1366

**City of Gervais
Partition Application**

Appl. No. _____
Date: _____
Fee: _____
Receipt No.: _____

Applicant: Ivan Cam
Name
PO Box 231
Mailing Address
Woodburn OR 97071
City State Zip
(503) 680-8711
Phone

Title Holder: Winfield LLC
Name
PO Box 231
Mailing Address
Woodburn OR 97071
City State Zip

**Surveyor and/or
Engineer if applicable:** Udell Engineering & Land Surveying
Name
(541) 451-5125
Phone

Location:
Street Address: N/A
Tax Lot Number 106 Map 052W26BA00106

Description:
General Plan Designation: _____
Current Zoning: R2

Prerequisites: In accordance with Gervais Development Code Section 17.16, Partition is defined as:
To divide an area or tract of land into two or three parcels within a calendar year when such
area or tract of land exists as a unit or contiguous units of land under single ownership at the
beginning of such year. "Partition" does not include:

1. Divisions of land resulting from lien foreclosures, divisions of land resulting from contracts for the sale of real property, and divisions of land resulting from the creation of cemetery lots; or
2. A sale or grant by a person to a public agency or public body for state highway, country road, or other right-of-way purposes provided that such road or right-of-way complies with the applicable comprehensive plan and ORS 215.213 (2)(q) to (s) and 215.283 (2)(p) to r.

To request a hearing and approval of a partition, there shall be submitted to the City Manager with this application and filing fee, the following information:

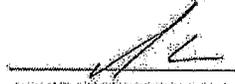
- A. Two (2) Copies of the preliminary partition plan on sheets that are not less than 11 inches by 17 inches and no more than 24 inches by 36 inches in size. Preliminary plans shall be drawn to a scale of one-inch equals 50 feet or larger.
 1. The following general information shall be shown on the preliminary plan:
 - a. Vicinity map extending 800 feet in each direction showing all streets, property lines, streams, and other pertinent data to locate the proposal.
 - b. North arrow, scale of drawing and date of preparation.
 - c. Tax map and tax lot number or tax account of the subject property.
 - d. Dimensions and size in square feet or acres of the subject property.
 - e. The names and addresses of the property owner, partitioner and engineer, surveyor, or other individual responsible for laying out the partition.
 2. Existing Conditions:
 - a. Location of all existing easements within the property.
 - b. Location of City utilities (water, sanitary sewer, storm drainage) within or adjacent to the property proposed for use to serve the development.
 - c. The location and direction of watercourses or drainage swales. The location and disposition of any wells, wetlands identified on the State Wetland Inventory, septic tanks, and drain fields in the partition.
 - d. Existing uses of the property, including location of existing structures of the property. It should be noted whether the existing structures are to be removed or to remain on the property.
 3. The preliminary plan shall clearly show to scale the following:
 - a. Location, approximate dimensions and area in square feet of all proposed parcels. All parcels shall be numbered consecutively.
 - b. Location, width and purpose of any proposed easements.
 4. Supplemental Information:
 - a. Proposed deed restrictions, if any, in outline form.
 - b. A master plan for development is required for any application that leaves a portion of the subject property capable of replatting.

Review Standards: All partitions shall conform to all applicable Zoning District standards, development standards, and other provisions of the Gervais Development Code.

Variance Application: When necessary, the City Council may authorize variances to the requirements of the Gervais Development Code in conjunction with a partition request. Application for a variance shall be made by petition of the subdivider, stating fully the grounds for the application. The City Council shall review the Variance in accordance with Development Code Section 17.136.020. An application for a Variance _____ does _____, doesn't accompany this partition application.

I HEREBY CERTIFY THAT ALL STATEMENTS CONTAINED HEREIN, ALONG WITH THE EVIDENCE SUBMITTED, ARE IN ALL RESPECTS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Ivan Cam



Applicant's Signature

4/10/22

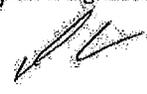
Date



Owner's Signature

4/10/22

Date



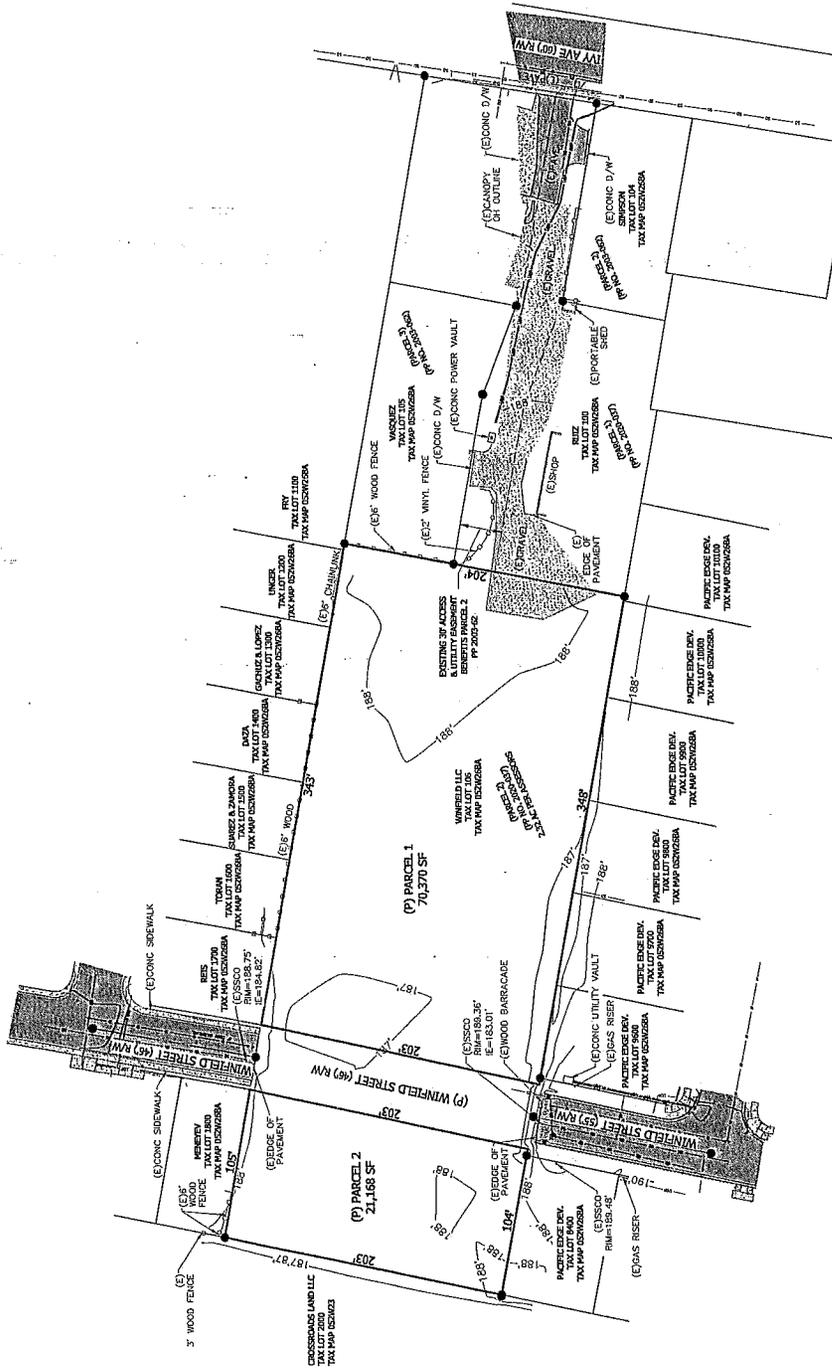
PRELIMINARY PARTITION PLAN
 FOR WINFIELD LLC, C/O IVAN CAM
 LOCATED IN THE NW 1/4 SEC. 26,
 T. 5 S., R. 2 W., W.M.,
 CITY OF GERVAIS
 MARION COUNTY, OREGON
 APRIL 14, 2022

- LEGEND**
- MONUMENT FOUND FLUSH OR AS NOTED
 - DATA OF RECORD AS NOTED
 - CALCULATED DATA
 - EXISTING
 - PROPOSED
 - EIGHTH INCH GRAY
 - SIXTEENTH INCH GRAY
 - CONCRETE HATCH
 - GRAVEL HATCH
 - PAVEMENT HATCH
 - BOUNDARY
 - LOT LINE
 - EASEMENT LINE
 - BUILDING OUTLINE
 - CONCRETE FOUNDATION LINE
 - UNDERGROUND POWER LINE
 - SANITARY SEWER LINE
 - WATER LINE
 - STORM DRAIN LINE

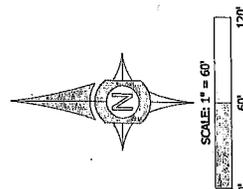
NOTE: CONTOURS SHOWN HEREON
 REFERENCE NAVD83 ELEVATIONS



Jdelli
 ENGINEERING &
 LAND SURVEYING, LLC
 63 EAST ASH ST.
 LEBANON, OREGON
 97355
 PH. (541) 451-5125
 FAX (541) 451-1366
 21-277 CAM GERVAIS PP AWG



VICINITY MAP



PROPERTY INFORMATION

- | | | | |
|-----------------|--------------------------------|-----------------|--------------------------------|
| (P) PARCEL 1 | RS 2 | (P) PARCEL 2 | RS 2 |
| ZONING: | RESIDENTIAL SINGLE FAMILY | ZONING: | RESIDENTIAL SINGLE FAMILY |
| LAND USE: | WINFIELD LLC | LAND USE: | WINFIELD LLC |
| OWNER: | WINFIELD LLC | OWNER: | WINFIELD LLC |
| OWNER ADDRESS: | PO BOX 231, WOODBURN, OR 97071 | OWNER ADDRESS: | PO BOX 231, WOODBURN, OR 97071 |
| ASSESSOR'S MAP: | 052WZ28A | ASSESSOR'S MAP: | 052WZ28A |
| TAX LOT: | 106 | TAX LOT: | 106 |

City of Gervais
Activity Tracker
Last Updated: July 1, 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 2nd, Chief Chase will work with vendor on getting it ordered and installed.
5	02/2021	WWTP Poplar Tree Crop Restoration (Part of City's natural	February, 2021 ice storm damaged poplar	Susie/John	Bid opening was 10/27/21. Council gave intent to award contract to Advanced Land Management on 11/4/21 for \$228,000. Funding provided by FEMA and

Wa.

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
		infrastructure, integral to the wastewater treatment system)	tree farm at wastewater lagoons. Near complete loss.		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.
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. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4th.

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
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 4th.
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 4th.
11	Summer 2020	Sam Brown House	Relocate house inside Gervais city limits	Susie/John	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.

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
12	Ongoing	CERT Training	Emergency Preparedness	Council	This has been on the back burner with so many other active projects happening. 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.
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 Guidance. Funds to be allocated by 12/31/24. https://www.orcities.org/resources/reference/arp-arp-webinar
16	12/2/21	Veterans Memorial Wall	Honor Veterans	Council	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

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
17	3/19/2022	Wastewater Transfer Pump, Forced Main and Aeration Upgrades	Upgrade wastewater treatment	Susie/John	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. 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 7th.
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
05/06/21	Fencing around Ivy Woods retention pond	Presents a danger to 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

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
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 Monohan. Worksession 3/31/22 to continue work on updates. Resolution 22-003 to update council rules will be considered for adoption at May 5 th council meeting. Resolution was adopted May 5, 2022.
11/04/21	Circus	Community entertainment	Susie/Council	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

City of Gervais
 Activity Tracker
 Last Updated: July 1, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
10/21/21	Ordinance updates: Parking, noise, livestock	Need updates for yard parking, noise and livestock.	Susie and Mark	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. 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 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.

	Agenda Item No.:	Topic:
	10 b	Consumer Price Index Information
	Agenda Type:	
	Old Business	
	Meeting Date:	
July 7, 2022		
		Prepared by:
		Susie Marston

At the council's request from the June 13th Worksession, I checked with the city attorney about the exposure to the City on using Resolutions 19-012 and 19-013 referencing the Portland Area Consumer Price Index since it became obsolete. The legal opinion is that we are complying with the spirit of the resolutions and that there is no exposure to the City.

In addition, I've been in contact with Deb Galardi with Galardi Rothstein Group about the CPI. Deb is the same rate specialist that our City Engineer, Gordon Munro, spoke to last month and then shared information for the city council. I am including an email I received from Deb with information on using the CPI. She stresses that the most important thing is to specify the reference period we are using and then use it consistently. I specified with the city council at the time the master plans were updated that we would use the December percentage, and that is the reference period we have consistently been using. As Deb explains in her email, if we don't stay consistent, then we would potentially be under or over-adjusting user rates over the long term. She provides an example of what would happen if we don't stay consistent. She confirms that by staying consistent with using December, we will capture the impacts of the inflation as we are experiencing it.

Deb is willing to present this information at a city council meeting, and she would join via Zoom. Her hourly rate is \$200, which would apply to her time spent presenting at the council meeting plus time to prepare her presentation. She would be available to attend a meeting mid-August at the earliest.

I believe Deb explains how to use the CPI very well, and it confirms that the process we are using is acceptable and keeps up with the ebb and flow of the economy, which is consistent with the intent of the recommendations of the rate increases. If the city council is comfortable with the information that Deb has provided, my recommendation is to stay consistent with using December as a measure of the preceding year CPI in order to flow most accurately with inflation/deflation over the long term. The intent of rate increases is to do just that.

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.

The City of Gervais is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410

Recommendation

The city council should consider a resolution specifying that the Bureau of Labor Statistics CPI-U will be used to adjust user rates in accordance with Resolutions No. 19-012 and 19-013. It should also specify using December as the reference period to use when adjusting by the CPI for the preceding year. This resolution would accomplish two things:

1. Updates "Portland Area Consumer Price Index" as referenced in Resolutions 19-012 and 19-013 to "Bureau of Labor Statistics CPI-U", and
2. Specifies December of the preceding year as the reference period to use when adjusting user rates, which keeps the method consistent with current practice.

I have attached a draft resolution for the council's consideration for future adoption.

Question:

- Does the city council want to put the enclosed draft resolution on the August council agenda for consideration to adopt?
- Does the city council want to invite Deb Galardi to a city council worksession at her hourly rate to discuss using the CPI?

Susie Marston

From: Deb Galardi <dgalardi@grg-ltd.com>
Sent: Thursday, June 16, 2022 9:12 AM
To: Susie Marston
Cc: gordon.munro@tetrattech.com
Subject: Re: CPI
Attachments: How to Use the Consumer Price Index for Escalation _ U.S. Bureau of Labor Statistics.pdf; CPI-U Pacific.xlsx

Hi Susie,

As shown in the attached CPI Fact Sheet, the most important thing to do is to **specify the reference period you are going to use, and then to use that consistently**. If your ordinance does not specify (it should), then you need to go back and figure out what was used last year and be consistent (and then pass a new resolution that specifies which period for future).

The second thing is that it is best to use the index itself, as opposed to the %'s to better understand the numbers. The index is available at the BLS website. I pulled the Pacific index in the attached excel sheet (which also gives you a link to the source data for future reference).

The attached table includes my inserted formulas (highlighted) so you can see how the annual and half1 and half2 numbers are calculated. I then recreate the % increases at the bottom of the table.

You'll see from the history, in most years it doesn't matter much if you pick the Dec-Dec % change or the "Annual" (which is the annual average). It does make a difference in 2021 since inflation began to increase significantly in Half2 (last 6 months of the year). **Using Dec will mean that this year's rate increase will begin to capture the impacts of the inflation as you are experiencing it.** Using the annual average means that you are still incorporating what happened last year, so your rates will be behind.

We don't know what is going to happen in Half2 of 2022, but I show some numbers in red to illustrate that if inflation drops off at the end of the year, then your next year's rate adjustment would be lower (assuming you are using Dec), because the current rates would already reflect the higher inflation earlier in the year. If you use the annual average, your next year rate increase would be much higher (assuming the example numbers that I provided). So, you would eventually get there, but there would be a lag.

As BLS indicates, the most important thing is to be consistent in which period you use. **If you pick and chose each year based on what is lowest or highest %, you will be potentially under or over-adjusting over the longer term.**

Hope that helps.

Deborah (Deb) Galardi
Galardi Rothstein Group
503-236-0002 (office)
503-705-7985 (cell)



Consumer Price Index

[CPI Home](#)

[CPI Publications](#)

[CPI Data](#)

[CPI Methods](#)

[About CPI](#)

[Contact CPI](#)

How to Use the Consumer Price Index for Escalation

The Consumer Price Index (CPI) measures the average change in the prices paid for a market basket of goods and services. These items are purchased for consumption by the two groups covered by the index: All Urban Consumers (CPI-U) and Urban Wage Earners and Clerical Workers, (CPI-W).

Escalation agreements often use the CPI—the most widely used measure of price change—to adjust payments for changes in prices. The most frequently used escalation applications are in private sector collective bargaining agreements, rental contracts, insurance policies with automatic inflation protection, and alimony and child support payments.

The following are general guidelines to consider when developing an escalation agreement using the CPI:

Define the base payment

Define clearly the base payment (rent, wage rate, alimony, child support, or other value) that is subject to escalation.

Identify which CPI series will be used

Identify precisely which CPI index series will be used to escalate the base payment. This should include the population coverage (CPI-U or CPI-W), area coverage (U.S. City Average, West Region, Chicago, etc.), series title (all items, rent of primary residence, etc.), and index base period (1982-84=100).

Specify reference period

Specify a reference period from which changes in the CPI will be measured. This is usually a single month (the CPI does not correspond to a specific day or week of the month), or an annual average. There is about a two-week lag from the reference month to the date on which the index is released (that is, the CPI for May is released in mid-June). The CPIs for most metropolitan areas are not published as frequently as are the data for the U.S. City Average and the four regions. Indexes for the U.S. City Average, the four regions, nine divisions, two city-size classes, eight region-by-size classes, and three major metropolitan areas (Chicago, Los Angeles, and New York) are published monthly. Indexes for the remaining 20 published metropolitan areas are available only on a bimonthly basis. Contact BLS for information on the frequency of publication for the 23 metropolitan areas.

State frequency of adjustment

Adjustments are usually made at fixed intervals, such as quarterly, semiannually, or, most often, annually.

Determine adjustment formula

Determine the formula for the adjustment calculation. Usually the change in payments is directly proportional to the percent change in the CPI index between two specified periods. Consider whether to make an allowance for a "cap" that places an upper limit on the increase in wages, rents, etc., or a "floor" that promises a minimum increase regardless of the percent change (up or down) in the CPI.

Provide for revisions

Provide a built-in method for handling situations that may arise because of major CPI revisions or changes in the CPI index base period. The Bureau always provides timely notification of upcoming revisions or changes in the index base.

The CPI and escalation: Some points to consider

The CPI is calculated for two population groups: All Urban Consumers (CPI-U) and Urban Wage Earners and Clerical Workers (CPI-W). The CPI-U represents about 93 percent of the total U.S. population and is based on the expenditures of all families living in urban areas. The CPI-W is a subset of the CPI-U and is based on the expenditures of families living in urban areas who meet additional requirements related to employment: more than one-half of the family's income is earned from clerical or hourly-wage occupations. The CPI-W represents about 29 percent of the total U.S. population.

There can be small differences in movement of the two indexes over short periods of time because differences in the spending habits of the two population groups result in slightly different weighting. The long-term movements in the indexes are similar. CPI-U and CPI-W indexes are calculated using measurement of price changes of goods and services with the same specifications and from the same retail outlets. The CPI-W is used for escalation primarily in blue-collar cost-of-living adjustments (COLAs). Because the CPI-U population coverage is more comprehensive, it is used in most other escalation agreements.

The 23 metropolitan areas for which BLS publishes separate index series are by-products of the U.S. City Average index. Metropolitan area indexes have a relatively small sample size and, therefore, are subject to substantially larger sampling errors. Metropolitan area and other subcomponents of the national indexes (regions, size-classes) often exhibit greater volatility than the national index. BLS recommends that users adopt the U.S. City Average CPI for use in escalator clauses.

The U.S. City Average CPIs are published on a seasonally adjusted basis as well as on an unadjusted basis. The purpose of seasonal adjustment is to remove the estimated effect of price changes that normally occur at the same time and in about the same magnitude every year (e.g., price movements due to the change in weather patterns, holidays, model change-overs, end-of-season sales, etc.). The primary use of seasonally adjusted data is for current economic analysis. In addition, the factors that are used to seasonally adjust the data are updated annually and seasonally adjusted data are subject to revision for up to 5 years after their original release. For these reasons, the use of seasonally adjusted data in escalation agreements is inappropriate.

Escalation agreements using the CPI usually involve changing the base payment by the percent change in the level of the CPI between the reference period and a subsequent period. This is calculated by first determining the index point change between the two periods and then determining the percent change. The following example illustrates the computation of a percent change:

CPI for current period	232.945
Less CPI for previous period	229.815
Equals index point change	3.130
Divided by previous period CPI	229.815

Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

The Bureau of Labor Statistics neither encourages nor discourages the use of price adjustment measures in contractual agreements. Also, while BLS can provide technical and statistical assistance to parties developing escalation agreements, we can neither develop specific wording for contracts nor mediate legal or interpretive disputes which might arise between the parties to the agreement.

Additional information may be obtained from the Consumer Price Index Information Office at cpi_info@bls.gov or 202-691-7000. Information on the CPI's overall methodology can be found in [the BLS Handbook of Methods](#).

Last Modified Date: November 25, 2020

U.S. BUREAU OF LABOR STATISTICS Division of Consumer Prices and Price Indexes Suite 3130 2 Massachusetts Avenue NE
Washington, DC 20212-0001

Telephone: 1-202-691-7000 www.bls.gov/CPI [Contact CPI](#)

**CPI for All Urban Consumers (CPI-U)
Original Data Value**

Source of Data: <https://data.bls.gov/timeseries/CUUR0490SA0>

Deb Calcs
Numbers for illustration purposes

Series Id: CUUR0490SA0
 Not Seasonally Adjusted
 Series Title: All items in Pacific, all urban consumers, not Pacific
 Area: Pacific
 Item: All items
 Base Period: DECEMBER 2017=100
 Years: 2017 to 2022

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual Average	Annual	HALF1	First 6 mos	HALF2	2nd 6 mos	
2017												100.000							
2018	100.521	101.070	101.499	101.831	102.214	102.439	102.619	102.831	103.090	103.553	103.299	103.083	102.337	102.337	101.596	101.596	103.079	103.079	103.079
2019	103.401	103.727	104.100	104.967	105.336	105.347	105.397	105.382	105.701	106.238	106.048	105.744	105.116	105.116	104.480	104.480	105.752	105.752	105.752
2020	106.076	106.583	106.411	105.963	105.988	106.277	106.914	107.309	107.292	107.525	107.535	107.471	106.779	106.779	106.216	106.216	107.341	107.341	107.341
2021	107.680	108.262	108.947	109.951	110.731	111.751	112.297	112.489	112.710	113.530	114.103	114.454	111.409	111.409	109.554	109.554	113.264	113.264	113.264
2022	115.521	116.323	117.774	118.546	119.543														
2018	2.9%	2.6%	2.6%	3.1%	3.1%	2.8%	2.7%	2.5%	2.5%	2.6%	2.7%	2.6%	2.7%	2.7%	2.8%	2.8%	2.6%	2.6%	2.6%
2019	2.6%	2.8%	2.2%	0.9%	0.6%	0.9%	1.4%	1.8%	1.5%	1.2%	1.4%	1.6%	1.6%	1.6%	1.7%	1.7%	1.5%	1.5%	1.5%
2020	1.5%	1.6%	2.4%	3.8%	4.5%	5.2%	5.0%	4.8%	5.0%	5.6%	6.1%	6.5%	4.3%	4.3%	3.1%	3.1%	3.1%	3.1%	3.1%
2021	7.3%	7.4%	8.1%	7.8%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	3.0%	3.0%	7.0%	7.0%					
2022																			

for illustration only

RESOLUTION 22-XXX

A RESOLUTION ESTABLISHING THE USE OF THE BUREAU OF LABOR STATISTICS CPI-U CONSUMER PRICE INDEX FOR WASTEWATER AND STORM DRAIN RATES IN THE CITY OF GERVAIS, OREGON

WHEREAS, Resolutions 19-012 and 19-013 were adopted by the Gervais City Council on November 7, 2019 to establish user rates for Wastewater and Storm Drain respectively, and;

WHEREAS, Resolutions 19-012 and 19-013 stated that to account for inflation, rates would be increased annually in accordance with the Portland Area Consumer Price Index, and;

WHEREAS, in 2018 the Portland Area Consumer Price Index was replaced with the Bureau of Labor Statistics Consumer Price Indexes, CPI-U and CPI-W, and;

WHEREAS, the purpose of this resolution is to establish that with the discontinuation of the Portland Area CPI, the City shall use the December CPI for the preceding year from the BLS Consumer Price Index, CPI-U to increase wastewater and storm drain rates in accordance with what was set forth in Resolutions 19-012 and 19-013, and;

NOW, THEREFORE, be it resolved by The City of Gervais as follows:

Section 1. Portland Area CPI Replaced: The Portland Area CPI has been discontinued and the City will use the December CPI of the preceding year from the Bureau of Labor Statistics CPI-U Consumer Price Index when increasing Wastewater and Storm Drain rates as set forth in Resolutions 19-012 and 19-013.

Section 2. Effective Date: This Resolution shall become effective immediately.

Duly passed by the Gervais City Council this XX day of XXXX, 2022.

ATTEST:

Annie Gilland, Mayor

Denise Dahlberg, City Recorder



100 HIGH STREET S.E., Suite 200 | SALEM, OREGON 97301 | www.mwvcog.org
 T: 503.588.6177 | F: 503-588-6094 | E: mwvcog@mwvcog.org
An equal opportunity lender, provider, and employer

Susie Marston, City Manager
 City of Gervais
 PO Box 329
 Gervais OR 97026

Dear Susie,

As we near the close of another fiscal year, I am enclosing for your consideration two copies of a contract for continuing land use planning services from **July 1, 2022 to June 30, 2023**.

At their March meeting, the MWVCOG Board of Directors adopted Resolution 2022-05 setting rates for all of our programs. As in previous years, the rates do not require a minimum number of hours.

The new rates related to land use planning are enclosed as Exhibit A to the land use planning contracts. This agreement covers land use planning services on an as-needed, on-demand basis. Mileage costs associated with providing land use planning services are charged directly to the city at the IRS mileage rate. To help reduce travel costs to the city, land use planners are able to participate in meetings by phone and make arrangements for conference calls as needed by the city.

Our costs for on-demand service reflect the fact that it is much more difficult to plan and budget for this work. Most of the cities that we provide this service to are able to pass this cost on to the developers or applicants who require the planning service, either through direct billing or through the collection of fees. We would be glad to assist you with putting such a system in place if you do not already have such a means of recovering these costs or if you would like information on a full recovery fee schedule.

One planning service that we will continue to provide to client cities at no charge is the preparation of grant applications to pay for land use planning projects. Also, when we assign a planner to a city, they become responsible for reporting back to the rest of the COG staff on other needs that you may have such as public works improvements, transportation needs, etc., so that you can take full advantage of other COG resources that may be available.

Please sign and return both copies of the enclosed contract by **June 30th**. If you have questions or wish to discuss this further, please contact me at 503-540-1618 or rwakeley@mwvcog.org.

We are also seeking your feedback via an annual evaluation and survey, which is available online at: <https://www.surveymonkey.com/r/2021COGLandUseEval>. Feel free to share this survey with members of your city council or planning commission, as you think appropriate. Your feedback is critical to our efforts to monitor and improve services.

We appreciate the opportunity to provide land use planning services to you and look forward to working with you in the coming years.

Sincerely,



Renata Wakeley
Community Development Director



Scott Dadson
Executive Director

CONTRACT

LAND USE PLANNING SERVICES

THIS AGREEMENT is made and entered into this 1st day of July, 2022 by and between the CITY OF GERVAIS, OREGON, a municipal corporation ("CITY"), and the MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS ("COG"), a voluntary intergovernmental association created by charter and Agreement pursuant to ORS Chapter 190 of which CITY is a member.

WITNESSETH:

IN CONSIDERATION of the mutual premises and stipulations set out below, the CITY and COG do hereby agree as follows:

A. COG Responsibilities

1. COG shall provide an experienced land use planner to assist the CITY in processing land use actions, zone code revisions and other related activities which may be requested by the CITY.
2. COG shall provide to CITY mapping, graphics and document production services related to work requested by CITY under paragraph A.1.
3. On a case by case basis only, COG may agree to provide to City legal services as requested by City related to work under paragraph A.1. Any request for representation shall be evaluated by COG involving its General Counsel to determine whether the specific requested legal service can be provided.
4. COG shall provide monthly billing statements.

B. CITY Responsibilities

1. CITY agrees to engage COG as a provider of land use planning consulting services.
2. CITY agrees to pay for land use planning services under paragraph A.1. at a rate of \$94.00 per hour for a land use planner, \$103.00 per hour for a GIS mapping analyst, \$177.00 per hour for legal services, and \$71.00 per hour for staff support assistance, plus mileage at the IRS mileage rate for travel related to providing said services.
3. CITY agrees to pay the actual cost of mapping, graphics and document production provided under paragraph A.2.
4. CITY shall review, process and pay COG's monthly invoices within 30 days of receipt.

5. CITY shall designate a key contact person through which all requests for services will come and with whom the activities of COG's land use planner will be coordinated.

C. COG Services Provided Without Additional Compensation

1. COG shall provide advice and assistance to CITY with grant and loan applications for financing of public improvements at no additional charge except in those instances when such work may be eligible for compensation from the granting agency.
2. COG shall prepare documentation and applications for funding for additional planning projects on behalf of CITY.
3. COG shall refer CITY to other available resources that may be available to address needs of CITY upon request.

D. Termination and Amendment

1. This Agreement shall be terminated on June 30, 2023, unless otherwise agreed to by COG and CITY by amendment to this Agreement.
2. This Agreement may be terminated for convenience by either party upon written notice of 30 calendar days.
3. This Agreement may be amended only by written agreement executed between the parties.

E. Independent Contractor

1. The CITY has engaged COG as an independent contractor for the accomplishment of a particular service. Neither party, nor the officers and employees of either party shall be deemed the agents or employees of the other party for any purpose.

F. Limited Warranty

1. Unless requested by the City that the COG provide legal services, CITY agrees to seek and rely exclusively on the advice of its own legal counsel as to the legal sufficiency of the land use planning process and its products. The parties expressly recognize that the review process involves political and legal judgment entirely within the control and authority of the CITY. COG's only obligation is to provide advice from the perspective of land use planning principles, and not legal or political counsel.

2. In no event shall COG be liable for indirect or consequential damages of any nature. In no event, regardless of theory of recovery, shall COG be liable for any damages in excess of the amounts actually paid by CITY to COG under Paragraph B. hereof.
3. CITY agrees to provide a representative to present the CITY's viewpoint at public hearings regarding a dispute between the CITY and the County or another city. COG will provide support and information as appropriate (including research and staff reports) to aid the CITY in making its arguments.

IN WITNESS WHEREOF, COG and the CITY have, by approval of their respective governing bodies, caused this Agreement to be executed as of the day and year aforesaid.

**MID-WILLAMETTE VALLEY
COUNCIL OF GOVERNMENTS**

By: 

Scott Dadson, Executive Director

CITY OF GERVAIS

By: _____

BEFORE THE BOARD OF DIRECTORS
 FOR THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS
 In the matter of establishing rates for services provided member and other entities on a fee-for-service basis.

RESOLUTION 2022-05

WHEREAS, the Mid-Willamette Valley Council of Governments (COG) is an intergovernmental entity established by agreement among the participating jurisdictions pursuant to their home rule authority and ORS 190.019.

WHEREAS, the agreement establishing the COG and ORS 190.020 allows the COG to enter into intergovernmental agreements for the delivery of services to its member governments

WHEREAS, the COG presently offers a host of fee-for-service programs on a contractual basis with its member governments to include land use planning, housing rehabilitation loan administration, revolving loan program administration, legal services, executive recruiting, and other technical services; and

WHEREAS, the Board of Directors for the COG desires to set rates for such services that are affordable for members and recover the COG's costs of providing such services,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MID-WILLAMETTE VALLEY COUNCIL OF GOVERNMENTS:

That the following rates shall take effect for the COG's fee-for-service program beginning July 1, 2022, and ending June 30, 2023, unless sooner amended:

Member Services

Recruitment Services:

<u>Population</u>	<u>Fee</u>
Up to 1,000	\$7,280
1,001 to 5,000	\$9,360
Over 5,000	\$12,480
Non-member Gov't Entities	\$18,720

Background Check Services \$520/background check

Legal Services

General Counsel Services	\$177 per hour
Hearings Officer Services	\$195 per hour

Strategic Planning / Goal Setting

Evening / Half Day	\$1,560
One Day (8 Hours)	\$3,120
Evening Plus Full Day (10 Hours)	\$3,640

Miscellaneous Technical Services

Executive Director	\$187 per hour
Support Staff	\$71 per hour

Finance Services	
Finance Director	\$123 per hour
Fiscal Assistant	\$90 per hour

Community Development Services

Land Use Planning (small cities)*	
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

Grants Administration*	
Grants Administration Specialist	\$82 per hour
Non-profit / Government Rate	\$90 per hour
For Profit Rate	\$96 per hour
Support Staff	\$71 per hour

Housing Rehab Services*	
Grants Administration Specialist	\$82 per hour

Economic Development Services*	
Development Director	\$135 per hour
Senior Planner	\$96 per hour
Associate Planner	\$94 per hour
GIS Analyst	\$103 per hour
Support Staff	\$71 per hour

GIS/Data Services

Transportation Services	
Transportation Director	\$151 per hour

GIS Services	
Member Rate	\$103 per hour
Non-profit / Government Rate	\$120 per hour
For Profit Rate	\$151 per hour

Modeling Services	
Member Rate	\$130 per hour
Non-profit / Government Rate	\$146 per hour
For Profit Rate	\$168 per hour

Loan Program Services

SBA Loans / Administration of Revolving Loan Programs	
Program Manager	\$148 per hour
Loan Officer	\$109 per hour
Servicing Specialist	\$90 per hour

Loan Underwriting, packaging
and Closing Services 1.5 % of Loan Amount,
Minimum Fee - \$1500

3rd Party Costs Direct Charge

Copy and Plot Charges

Black and White Copies \$.25 per page
Color Copies \$.75 per page
(sizes to 8 1/2 x 14, single or double-sided)
Oversized color copies \$1.00 per page
(size 11x17, single sided only)
Oversized color copies, double sided \$1.25 per page
(size 11x17)

Regular Plots

A (8 1/2 x 11) \$ 2 Each
B (11 x 17) \$ 3 Each
C (17x22) \$24 Each
D (22x34) \$25 Each
E (34x44) \$45 Each
For oversize plots, \$45 plus \$4.32 per additional square foot

Image Plots

A (8 1/2 x 11) \$ 4 Each
B (11 x 17) \$ 6 Each
C (17x22) \$36 Each
D (22x34) \$37 Each
E (34x44) \$67 Each
For oversize plots, \$67 plus \$6.48 per additional square foot

ADOPTED by the Board of Directors of the Mid-Willamette Valley Council of Governments at Salem,
Oregon this 15th Day of March 2022.

ATTEST

Sal Peralta, Chair
COG Board of Directors

Scott Dadson
Executive Director

RESOLUTION 22-008

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITIES OF GERVAIS, HUBBARD, AURORA, SILVERTON, MT. ANGEL, DONALD AND SHERIDAN FOR MUNICIPAL JUDGE SERVICES.

WHEREAS, Pursuant to Chapter VIII, Section 35 of the Gervais City Charter, the City of Gervais appointed Lori Coukoulis its Municipal Judge, and;

WHEREAS, ORS 190.101 and 206.345 allows for intergovernmental agreements (IGA) between two or more public agencies that seek to foster efficiency and economy by promoting the use of existing resources; and

WHEREAS, Lori Coukoulis also serves the Cities of Hubbard, Aurora, Silverton, Mt Angel and Donald, and;

WHEREAS, the City of Sheridan wishes to enter into the intergovernmental agreement for Municipal Judge Services, and;

WHEREAS, the primary purpose of the attached agreement is to insure against any possible violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution.

NOW, THEREFORE, be it resolved by The City of Gervais as follows:

Section 1. The Mayor is authorized to execute, on behalf of the City, the Intergovernmental Agreement with the City of Gervais, and the cities of Hubbard, Aurora, Silverton, Mt. Angel, Donald and Sheridan which is set forth in the attached document marked Exhibit A attached hereto and by this reference incorporated herein and entitled "Intergovernmental Agreement for Municipal Judge".

Section 2. Effective Date: This Resolution shall become effective immediately.

Duly passed by the Gervais City Council this 7th day of July, 2022.

ATTEST:

Annie Gilland, Mayor

Denise Dahlberg, City Recorder

**INTERGOVERNMENTAL AGREEMENT FOR MUNICIPAL JUDGE
Exhibit A**

This INTERGOVERNMENTAL AGREEMENT is made and entered into, by and between the City of Sheridan, the City of Hubbard, the City of Aurora, the City of Silverton, the City of Mt. Angel, the City of Donald, and the City of Gervais all which are municipal corporations (the "Parties" or "Cities").

WITNESSED

WHEREAS, the Cities of Sheridan, Hubbard, Aurora, Silverton, Mt. Angel, Donald, and Gervais have appointed Lori Coukoulis as either its Municipal Judge; and

WHEREAS, none of the Cities provide full-time employment for their Municipal Court Judge and deem it in their best interests to share the services of a one individual for these services; and

WHEREAS, each City desires to enter into this Agreement pursuant to ORS Chapter 190 and ORS 221.355 to ensure against any possible violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution;

NOW, THEREFORE, in consideration of the terms, conditions covenants and performances contained, herein the parties agree as follows:

1. Lori Coukoulis shall perform the duties of either Municipal Court Judge as an independent contractor for the cities of Hubbard, Aurora, Silverton, Mt. Angel, Donald, and Gervais as long as each individual city desires her to do so. Any city may remove Lori Coukoulis from her position without affecting her position with the other cities or the remainder of this agreement.
2. Each city shall pay Lori Coukoulis directly for her performance of judicial duties under their respective Charters or Ordinances.
3. This Agreement does not create any other rights, obligations or duties between the Parties and is solely intended to permit the Cities to jointly share the services of Lori Coukoulis as a municipal court judge without causing a violation of the dual lucrative office prohibition provision of Article 2, Section 10 of the Oregon Constitution.
4. This Agreement shall take effect when it is signed by two parties and shall remain in effect as long as at least two parties that have signed the Agreement retain Lori Coukoulis as a Municipal Court Judge.

Signatures

City of Hubbard

Title: _____

City of Mt. Angel

Title: _____

City of Aurora

Title: _____

City of Silverton

Title: _____

City of Donald

Title: _____

City of Gervais

Title: _____

City of Sheridan



Title: Mayor

He.

**MARION COUNTY
SUBRECIPIENT AGREEMENT
BO-4608-22**

*American Rescue Plan Act of 2021
Coronavirus State and Local Fiscal Recovery Funds*

This Agreement is entered into by and between **Marion County**, a political subdivision of the State of Oregon, hereinafter referred to as "County", and the **City of Gervais**, a *unit of local government*, hereinafter referred to as "Subrecipient".

Recitals

- A. WHEREAS, on March 11, 2021, the American Rescue Plan Act ("ARPA") was signed into law and established the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund, together which make up the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program with the Assistance Listing Number (ALN) 21.027. The SLFRF program is to provide support to support to State, territorial, local and Tribal governments in responding to the economic and public health impacts of COVID-19 and in their efforts to contain impacts on their communities, residents, and businesses; and
- B. WHEREAS, units of local government may be impacted by the pandemic and receive ARPA/SLFRF assistance as a subrecipient, per U.S. Treasury 31 CFR Part 35; and
- C. WHEREAS, the total SLFRF funds to the County, as published by the US Treasury, is \$67,559,569, may award funds to units of local government that meet ARPA/SLFRF eligibility requirements; and
- D. WHEREAS, the Subrecipient, a unit of local government, submitted an application to the county for SLFRF relief funds to support Wastewater Pump Station/Forced Main and Aeration Upgrade; and
- E. WHEREAS, the County intends to allocate a portion of its SLFRF funds to assist cities within Marion County to make necessary investments in Infrastructure; in accordance with all federal, state, and local guidelines regarding the usage of SLFRF funds; and
- F. WHEREAS, during a meeting on March 17, 2022, the Board of Commissioners approved the application from the Subrecipient; and
- G. WHEREAS, as a Subrecipient, is willing to execute this Agreement obligating itself to comply with the terms and conditions hereof and to fulfill such obligations in a manner complementary to and in furtherance of its obligations arising from the Agreement it executed with County for receipt of the funds described herein.

Agreement

NOW THEREFORE, for good and sufficient consideration, including the terms and conditions herein, it is agreed by and between the parties hereto as follows:

1. Incorporation

The foregoing Recitals are incorporated herein by reference, provided, however, that the Recitals are not to be deemed to modify the express provisions hereinafter set forth. This Agreement includes the following exhibits which are incorporated herein:

- Exhibit A (The Application)
- Exhibit B (Required Federal Terms and Conditions)
- Exhibit C (Federal Funding Information for Subrecipients)
- Exhibit D (Federal Funding Accountability and Transparency Act Certification)
- Exhibit E (ARPA/SLFRF Capital Expenditure Justification Form)
- Exhibit F (ARPA/SLFRF Reporting Requirements Form)
- Exhibit G (Marion County Disbursement Request)

2. Term of Agreement

Unless terminated or extended, this Agreement covers the period **March 3, 2021 through December 31, 2026**. Subrecipients costs must be obligated by December 31, 2024 and must be expended by December 31, 2026.

3. Work to be Performed

Subrecipient shall perform the work described in Exhibit A, The Application (the “Work”) in accordance with the terms and conditions of this Agreement and other applicable law whether or not described in this Agreement. Subrecipient shall perform its obligations hereunder efficiently, effectively and within applicable grant timelines, all to the satisfaction of County.

Changes to the Work by the Subrecipient shall require the prior written approval of County. Requests for and justification of any change must be submitted in writing to the County and be approved in writing by the County prior to commencement of the requested change.

4. Consideration; Reporting

- a. The County has agreed to make an award of funds to the Subrecipient not-to-exceed amount of **One Million Dollars (\$1,000,000.00)** (the “Grant”). Grant disbursements shall be a reimbursement of funds to Subrecipient, based on the budget submitted in Exhibit A, under the following U.S. Treasury eligible category: Infrastructure.
- b. Subrecipients may use ARPA/SLFRF funds for direct administrative costs for administering the project, as identified in the approved budget of the Work. Direct Administrative Costs are identified as specific costs of implementing the project, such as contract or project management and personnel costs directly associated with complying with legal and reporting requirements. Costs must comply with 2 CFR 200 Subpart E - Cost Principles and be adequately documented and supported, including requirements for personnel compensation and fringe benefits as identified in 2 CFR 200.430 & 200.431. Indirect Costs or general overhead costs have not been approved for this project.
- c. Any desired use of funds by Subrecipient that differs from the Work must first be approved in writing, by the County. 100% of the Grant must be used to provide services as indicated in the Work.
- d. The County shall provide the report templates to the Subrecipient no later than June 15, 2022. See Exhibit F for reporting due dates and requirements.

5. Funding Appropriation

Funds specified in the Consideration section of this Agreement or otherwise may include funds that have not yet been appropriated but which the County anticipates receiving for use in funding this Agreement and their identification herein is not a guarantee that Subrecipient will receive any or all such funds. Any and all disbursements of funds hereunder are subject to the terms and conditions of this Agreement, including (without limitation) that such funds are lawfully and fully appropriated, allocated, and available to the County with authorizing limitation. Subrecipient's obligation to perform the Work is conditioned upon the County receiving corresponding Grant funds or other funds available for reimbursement of such appropriate Work costs.

6. Requests for Funds

a. Subrecipient shall request grant funds in such form and manner as is satisfactory to or required by the County. Further, in accordance with U.S. Department of Treasury Regulations, 31 CFR Part 205, Subrecipient shall limit any request for funds to the amount needed and timely in order to accomplish the Work. Submission of proper account records showing expenditures for the reporting period must be submitted as documentation to support the amounts being requested. The foregoing requirements apply to all Grant funds requested under this Agreement.

b. Grant distributions will be made by the County:

Monthly or upon request to the County with receipt of Exhibit G, Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. The exhibit and supporting documentation shall be sent to ARPArecovery@co.marion.or.us or.

One-time distribution to the Subrecipient upon execution of this Agreement and receipt of Exhibit G Marion County Disbursement Request, that includes supporting documentation and attestation by Subrecipient's authorized signer. Exhibit G shall be sent to ARPArecovery@co.marion.or.us.

7. Nonexclusive Remedies Related to Funding

a. Withholding of Grant Funds from Request

County may withhold any and all undisbursed Grant funds from Subrecipient, if the County, in its sole discretion, determines that Subrecipient has failed to timely satisfy any material obligation arising under this Agreement or otherwise. Subrecipient obligations include, but are not limited to providing complete, accurate and timely reports satisfactory to the County about its performance under this Agreement as well as timely satisfying all Agreement obligations relating to any awarded funds. The County may also withhold any and all requested Grant fund from Subrecipient if the County, in its sole discretion, determines that the rate or scale of requests for funds in any expenditure category materially deviates from the Work or is unsubstantiated by related documentation.

b. Redistribution or Retention of Funds

i. If Grant funds are not obligated for reimbursement by Subrecipient in a timely manner as determined by the County at its sole discretion, the County may reduce Subrecipient funding as it determines to be appropriate in its sole discretion and redistribute such funds to other Subrecipients or retain such Grant funds for other County use.

ii. Beginning in December 2023, if fifty percent of Subrecipient's Work is not complete, the County may reduce and redistribute funds to other Subrecipients or other County use.

iii. This remedy is in addition to any other remedies available to the County under this Agreement or otherwise.

c. Reservation of Right to Recapture

The County reserves the right to recapture funds from Subrecipient based on misrepresentation, underperformance, non-compliance, unallowed costs, fraud, expiration or termination of this Agreement.

8. Termination

a. The County may immediately terminate this Agreement in whole or in part upon written notice to the Subrecipient for cause related to any material misrepresentation, malfeasance, gross negligence, abandonment of performance or loss of authority to perform any of its obligations hereunder by Subrecipient, whether directly by Subrecipient or through one or more of its agents, subcontractors, successors or assigns, as determined by the County in its sole discretion.

b. The County may, upon 30 days written notice, terminate this Agreement in whole or in part for cause including, but not limited to events described above in subsection 8.a. Cause may include any event, including an event of default, as determined by the County in its sole discretion that renders inappropriate the continuation of this Agreement or any part hereof. An event of default constitutes an act or omission by Subrecipient, its Subcontractors, agents, representatives, contractors, or assigns by which Subrecipient, as determined by the County at its sole discretion, fails to timely and appropriately perform one or more material obligations, or otherwise breaches a duty, owed to the County under this Agreement. Such events and events of default may include, but are not limited to an occurrence of any of the following:

- i. Subrecipient fails to fulfill timely any of its obligations under this Agreement;
- ii. Subrecipient fails to comply timely with directives received from the County or from an agency that is the original source of the Grant funds;
- iii. Funds provided under this Agreement are used improperly or illegally by Subrecipient;
- iv. Funding for grant programs are denied, suspended, reduced or eliminated;
- v. Federal or state laws, regulations or guidelines are modified or interpreted in such a way that the County is prohibited from paying for or lacks authority to pay for any Work performance under this Agreement or to pay for any such performance from the planned funding source(s);
- vi. Funding, appropriations, limitations or expenditure authorization to expend Grant funds is denied, suspended, reduced or eliminated;
- vii. Any certification, license or certificate required by law to be held by Subrecipient or others to perform the Work required by this Agreement is for any reason denied, revoked, suspended, limited or not renewed;
- viii. Subrecipient (a) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or its property, (b) admits in writing its inability, or is generally unable, to pay its debts as they become due, (c) makes a general assignment for the benefit of its creditors, (d) commences a voluntary case under the federal Bankruptcy Code (as

- now or hereafter in effect), (e) is adjudicated as bankrupt or insolvent, or (f) fails to controvert in a timely or appropriate manner, or agrees in writing to, an involuntary petition for bankruptcy;
- ix. Subrecipient, its principals, officers, or agents are suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from participating in agreements or contracts with any federal or state department or local government, including the County.
- c. Subrecipient may, upon thirty (30) days written notice, terminate this Agreement in whole or in part, if;
- i. The County unreasonably fails to provide timely funding hereunder and does not correct such failure within the 30-day notice period;
 - ii. The County provides one or more material directives which are contrary to federal or state laws, rules, regulations, guidelines, or original funding source requirements and does not correct any such directive within 30 days of being informed that it is contrary to any such law;
- d. Upon issuance of any notice to terminate this Agreement and prior to the effective date of the termination, County may, in its sole and absolute discretion, require that Subrecipient obtain prior approval from the County for any additional expenditures that would obligate County to reimburse it from Grant funds or otherwise.
- e. Notwithstanding the above, or any termination thereunder, neither Subrecipient nor the County shall be relieved of its liability to the other party for damages sustained by virtue of its breach of this Agreement. The County may withhold any reimbursement to Subrecipient in the amount of compensation for damages due the County from Subrecipient (as estimated by the County in its sole discretion) until such time as the exact amount of damages has been agreed upon or otherwise finally determined.
- f. In the event of termination of this Agreement by either party, all unexpended money, property, finished or unfinished documents, data, financial reports, audit reports, program reports, studies and reports purchased or prepared by Subrecipient under this Agreement shall be delivered to the County within sixty (60) days of the date of termination or upon such date as requested by the County.
- g. Termination of this Agreement shall not impair or invalidate any remedy available to the County or to Subrecipient hereunder, at law, or otherwise.

9. Conflict of Interest

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 CFR 200.318(c) and outlines the process for disclosing in writing any potential conflict of interest. Any perceived or actual conflict of interest must be reported to the County in a timely manner in accordance with 2 CFR 200.112.

10. Governing Law; Venue; Consent to Jurisdiction

This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

11. No Third-Party Beneficiaries

The County and Subrecipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

12. Notices

Except as otherwise expressly provided in this Agreement, any communications between the parties hereto or notices to be given shall be given in writing by personal delivery, email, facsimile, or mailing the same, postage prepaid, or other written instrument, to Subrecipient or the County at the address or number set forth in this Agreement, or to such other addresses or numbers as either party may hereinafter indicate pursuant to this Section; provided however that any notice of termination shall be given by certified or registered mail, return receipt requested. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile or email shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the County, such facsimile transmission must be confirmed by telephone notice to the County's primary contact. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

County Contact Person: Camber Schlag, Marion County Finance, Contracts & Procurement Mgr.
Contact Telephone Number: 503-589-3290
E-Mail Address: ARPAREcovery@co.marion.or.us
Mailing Address: 555 Court St NE, Suite 4247, PO Box 14500, Salem, OR 97309

13. Confidentiality

Subrecipient shall and shall require and cause its Subcontractors and vendors to protect the confidentiality of all information concerning clients and other applicants for and recipients of services funded by this Agreement. Neither it nor they shall release or disclose any such information except as necessary for the administration of the program(s) funded under this Agreement, as authorized in writing by the client, applicant or recipient of such services, or as required by law. All records and files shall be appropriately secured to prevent access by unauthorized persons.

Subrecipient shall and shall require and cause its Subcontractors and vendors to ensure that all its officers, employees and agents are aware of and comply with this confidentiality requirement.

14. Dual Payment

Subrecipient shall not be compensated for work performed under this Agreement from any other department of the County, nor from any other source, including the federal or state government, unless such funds are used solely to increase the total Work provided under this Agreement. Any additional funds received through or for activities arising under this Agreement shall immediately be reported to the County.

15. Monitoring Required

a. County Authorized to Monitor Subrecipient

The County shall perform a risk assessment on Subrecipient in order to determine appropriate level of monitoring to ensure compliance with Federal statutes, regulations, and the terms and conditions of Federal awards. The County shall monitor the activities of the Subrecipient as necessary to ensure

that the ARPA/SLFRF program funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the ARPA/SLFRF program; and that ARPA/SLFRF program performance goals are achieved.

i. The County monitoring of Subrecipient shall include at a minimum:

- 1) Reviewing financial and performance reports.
- 2) Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award or other related findings detected through audits, on-site reviews, and written confirmation from the Subrecipient, highlighting the status of actions planned or taken to address Audit findings related to the ARPA/SLFRF program, other federal programs as applicable, or other deficiencies noted that could impact non-compliance of the program.
- 3) Issuing a management decision for applicable audit findings pertaining only to the Federal award.
- 4) The County is responsible for resolving audit findings specifically related to the ARPA/SLFRF program and not responsible for resolving crosscutting findings. If a Subrecipient has a current Single Audit report posted in the Federal Audit Clearinghouse and has not otherwise been excluded from receipt of Federal funding (*e.g.*, has been debarred or suspended), the County may rely on the Subrecipient's cognizant audit agency or cognizant oversight agency to perform audit follow-up and make management decisions related to cross-cutting findings in accordance with section [§ 200.513\(a\)\(3\)\(vii\)](#). Such reliance does not eliminate the responsibility of the County to issue subawards that conform to agency and award-specific requirements, to manage risk through ongoing subaward monitoring, and to monitor the status of the findings that are specifically related to the subaward.

ii. If necessary, the County may perform additional monitoring activities of the Subrecipient including but not limited to:

- 1) Provide Subrecipients with training and technical assistance on ARPA/SLFRF program-related matters; and
- 2) Perform on-site reviews of the subrecipient's ARPA/SLFRF program operations;
- 3) Arrange for agreed-upon-procedures engagements as described in [§ 200.425](#).

b. Subrecipient Noncompliance

Subrecipient shall fully and timely cooperate with the County in the performance of any and all monitoring and enforcement activities. Failure by Subrecipient or any of its Subcontractors or Vendors to comply with this requirement is sufficient cause for the County to require special conditions as described in 2 CFR 200.208 and 2 CFR 200.339.

c. Subrecipient Shall Monitor Its Subcontractors

Subrecipient shall monitor Subcontractor to ensure that the procurement, receipt, and payment for goods and services comply with Federal statutes, regulations, the terms and conditions of Federal award, and this agreement and its exhibits. Subrecipient, at a minimum, shall review Subcontractors records and if necessary, perform onsite visits to monitor the activities and expenditures as is

reasonable to ensure compliance with applicable ARPA/SLFRF program requirements or as otherwise directed by the County, but in no case less than at least once during the term of this Agreement.

The activities of any Subcontractor shall be monitored to ensure, *inter alia*, that grant funds are used only for authorized purposes in compliance with this Agreement, including but not limited to specific program requirements, and that performance goals are achieved as specified in the Work.

16. Remedies

- a. If the County determines, in its sole discretion, that Subrecipient has failed to comply timely with any material obligation under this Agreement, including but not limited to any County directive or term of a corrective action plan, County may, exercise any remedy available to it under this Agreement, applicable law, or otherwise. Such remedies may include, but are not limited to: (a) terminating any part or all of this Agreement; (b) withholding and/or reducing grant funds; (c) disallowing costs; (d) suspending and/or recouping payments; (e) appointing a receiver for the receipt and administration of grant funds under this Agreement; (f) requiring corrective action as it may determine to be appropriate; (g) bringing suit or action in an appropriate forum for the enforcement of this Agreement and any remedy, as well as the recovery of damages, including by temporary restraining order, injunction, specific performance or otherwise; (h) debarring or otherwise limiting Subrecipient's eligibility for other funding from County; (i) instituting criminal action for misstatements or fraud; and (j) requesting investigation, audit and/or sanction by other governmental bodies.
- b. The rights and remedies of the County provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided under this Agreement, by law, or otherwise. Except as expressly stated herein, this Section also does not limit Subrecipient's remedies provided under this Agreement, by law, or otherwise, but Subrecipient acknowledges and agrees that any such remedies are subject to Article XI, Section 7 of the Oregon Constitution, the Oregon Tort Claims Act, and the terms and conditions of any other applicable provision of this Agreement.
- c. No failure or delay by the County to enforce any provision of this Agreement shall constitute a waiver by the County of that or any other provision, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.
- d. Remedies provided under this Agreement or otherwise shall survive termination of this Agreement.

17. Expenditures Properly Supported

Expenditures and Requests for Funds shall be supported by Subrecipient with properly executed payroll and time records, invoices, contracts, vouchers, orders, canceled checks and/or any other accounting documents pertaining in whole or in part to the Agreement (or in the case of Subcontractors, under their respective contracts with Subrecipient) in accordance with generally accepted accounting principles and applicable state and federal requirements, including as specified herein. The County may require such other information or clarification as it deems necessary or appropriate in its sole discretion.

18. Unallowable Costs and Lobbying Activities

Subrecipient shall review and comply with the allowable costs and other provisions applicable to expenditures under the grant programs covered by this Agreement. Subrecipient shall, among other obligations, comply with the provisions prohibiting the expenditure of funds for lobbying and related activities, whether in 2 CFR 200, or otherwise, as such provisions may be modified from time to time. If

Subrecipient makes expenditures or incurs costs for purposes or amounts inconsistent with the allowable costs or any other provisions governing expenditures under this Agreement, the County may exercise any and all remedies under this Agreement, at law or otherwise that it deems, in its sole discretion, to be necessary or appropriate.

19. Disallowance of Costs

The County neither is responsible for nor shall it pay for any costs disallowed (a Disallowance of Costs) either upon a Request for Funds or as a result of any audit, review, site visit, or other disallowance action by the County except for costs incurred by Subrecipient solely due to the willful misconduct or gross negligence of the County, its employees, officers or agents. If a cost is disallowed by the County after reimbursement has occurred, Subrecipient shall repay all disallowed costs to the County upon written notice within the time frame specified by the County, which in no event shall exceed thirty (30) days.

Subrecipient shall cooperate and shall cause its Subcontractors to cooperate with the County and all appropriate investigative agencies and shall assist in recovering invalid payments.

20. Records Maintenance

Subrecipient shall, and shall require and cause its Subcontractors to, prepare and maintain such records as necessary for performance of and compliance with the terms of this Agreement, which in no event will be less than six (6) years after the termination of this Agreement.

Subrecipient and its Subcontractors shall retain all records pertinent to expenditures incurred under this Agreement and otherwise in a manner consistent with the requirements of state and federal law. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other action that involves any of the records cited, then such records must be retained until final completion of such matters.

21. Records Access

The County, State of Oregon, U.S. Treasury, and to any oversight body, including but not limited to Government Accountability Office, Treasury's Office of Inspector General, or any applicable audit agencies of the U.S. Government and the duly authorized representatives of such entities shall have free access to and the right to copy all or any part of the books, documents, papers, audits and records of Subrecipient and its Subcontractors which are related to this Agreement as they deem appropriate, including without limitation, for the purpose of making audit, examination, excerpts, and transcripts and copies. These records are the property of the County who may take possession of them at any time after three (3) business days' notice to Subrecipient or Subcontractor, as the case may be. Subrecipient or Subcontractor may retain copies of all records taken by the County under this Section.

In its agreements with Subcontractors, Subrecipient shall require and cause its Subcontractors to comply with the requirements of this Section 23 and to grant right of access to and ownership by the County of the subrecipients' books and records related to this Agreement.

22. Audits

If Subrecipient expends \$750,000 or more in federal funds (from all sources) in a fiscal year, Subrecipient shall have a single organization-wide audit conducted in accordance with the provisions of guidance at 2 CFR Part 200 Subpart F and other applicable federal regulations, if any.

23. Subcontractor Agreements

The County shall approve all subcontractors prior to Subrecipient entering into subcontractor agreements. Subrecipient shall ensure all subcontractors are selected through procurement standards set forth in the

Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. Subrecipient shall require and cause its subcontractors to comply with all applicable provisions of this Agreement and its exhibits between the County and Subrecipient, each of which must be specifically incorporated into the Subcontractor contracts in a manner satisfactory to the County.

Subrecipient shall require and cause that all its subcontractor agreements related to this Agreement must include language specifying that such agreements are subject to termination upon such a directive to Subrecipient by the County and that the County shall not be liable to any of the parties of that agreement or to other persons for directing that such agreement be terminated.

Subrecipient shall have a written contract with each subcontractor that is listed in and consistent with the Subrecipient's Work that identifies:

- a. The services that the Subcontractor must provide related to the project.
- b. The laws and regulations with which the Subcontractor must comply under the terms of the agreement (including but not limited to program specific requirements such as eligibility criteria, public policy for protecting civil rights and the environment, Subcontractor government-wide administrative mandates affecting the Subcontractor's accounting and record keeping systems, and local laws imposed by Subrecipient).
- c. The Subrecipient's and the County' monitoring rights and responsibilities and the methods used by Subrecipient for monitoring.
- d. A provision to certify that the Subcontractor is an independent contractor and not an agent of the County or of Subrecipient.
- e. Subrecipient may enter into agreements with contractors or subcontractors (collectively, "Subcontracts") for performance of the Project.

Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless the County and its officers, employees and agents ("Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) arising from a tort (as now or hereafter defined in ORS 30.260) caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Subrecipient's contractor or any of the officers, agents, employees or subcontractors of the contractor ("Claims"). It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by the contractor from and against any and all Claims.

- f. Subrecipient shall include Exhibits B, D, E, F, and G on all procurement and contract documents and require all contractors or subcontractors to comply.

24. Insurance and Workers Compensation

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

Subrecipient agrees that insurance coverage, whether purchased or by self-insurance, for Subrecipient's agents, employees, officers and/or subcontractors is the sole responsibility of Subrecipient.

25. Subrecipient Status

Subrecipient shall perform all work under this Agreement as an independent contractor. Subrecipient is not an officer, employee or agent of the County, with respect to work performed under this Agreement.

Subrecipient certifies that it is not employed by or contracting with the federal government for the work covered by this Agreement.

26. Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.

27. Severability

If any term or provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision thereof.

28. Execution and Counterparts

This Agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

29. Grant Funds

Grant funds are used in conjunction with this Agreement. Subrecipient assumes sole liability for breach of the conditions of the grant (including all terms and conditions of this Agreement) by Subrecipient or by any of its Subcontractors, agents or assigns and shall, upon breach of grant conditions that require the County to return funds to the grantor, whether such breach is by Subrecipient or by any of its Subcontractors, agents or assigns, hold harmless and indemnify the County for an amount equal to the grant funds received under this Agreement together with any additional damages resulting to the County; or if there are legal limitations on the indemnification ability of the Subrecipient, the indemnification amount shall be the maximum amount of funds available for expenditure, including any available contingency funds or other available non-appropriated funds, up to the amount of grant funds received under this Agreement

30. Indemnity

Subrecipient shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Subrecipient or its officers, employees, Subcontractors, subcontractors, or agents under this Agreement. Subrecipient shall have control of the defense and settlement of any claim that is subject to this section. However, neither Subrecipient nor any attorney engaged by Subrecipient shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Subrecipient settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.

31. Subrecipient Procurements

Subrecipients are responsible for ensuring that any procurement using ARPA/SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. All procurement transactions for property or services must be conducted in a manner providing full and open competition.

Subrecipient must ensure adherence to all applicable local, State, and federal procurement laws and regulations.

32. Prevailing Wage

If this project meets the requirements under U.S. Treasury's FAQ dated April 27, 2022, section 6.15, the Davis-Bacon Act requirements (prevailing wage rates) do not apply to projects funded solely with ARPA awarded funds. Subrecipients and Subcontractor(s) may be otherwise subject to the requirements of Davis-Bacon Act, when APRA funds are used on a construction project in conjunction with funds from another federal program that requires enforcement of the Davis-Bacon Act. State of Oregon Prevailing Wage Laws will apply to these funds.

- a. The prevailing wage rate requirements that may apply to the Project are set forth in ORS 279C.800 through 279C.870, the administrative rules promulgated thereunder (OAR Chapter 839, Division 25) and Oregon Laws 2021, chapter 678, section 17 (collectively, state "PWR"), or, if applicable, 40 U.S.C. 3141 et seq. (federal "Davis-Bacon Act"). If applicable, Recipient shall:
 - i. comply with PWR, require its contractors and subcontractors to pay the applicable PWR or Davis-Bacon Act rates, as applicable, and to comply with all other Oregon Bureau of Labor and Industries ("BOLI") requirements pursuant to the PWR, including on all contracts and subcontracts and in filing separate public works bonds with the Construction Contractors Board;
 - ii. pay to BOLI, within the required timeframe and in the appropriate amount, the project fee required by OAR 839-025-0200 to 839-025-0230, including any additional fee that may be owed upon completion of the Project; and
 - iii. unless exempt under Section 17(2) of Oregon Laws 2021, chapter 678, if Recipient is a "public body" and the Project is a "qualified project," as those terms are defined in Section 17(3) of Oregon Laws 2021, chapter 678, Recipient shall require each contractor in a contract with an estimated cost of \$200,000 or greater to:
 - 1) Enter into a project labor agreement that, at a minimum, provides for payment of wages at or above the prevailing rate of wage;
 - 2) Employ apprentices to perform 15 percent of the work hours that workers in apprenticeable occupations perform under the contract, in a manner consistent with the apprentices' respective apprenticeship training programs;
 - 3) Establish and execute a plan for outreach, recruitment and retention of women, minority individuals and veterans to perform work under the contract, with the aspirational target of having at least 15 percent of total work hours performed by individuals in one or more of those groups; and
 - 4) Require any subcontractor engaged by the contractor to abide by the requirements set forth in subparagraphs (i), (ii) and (iii) above, if the work to be performed under the subcontract has an estimated cost of \$200,000 or greater.
- b. Recipient represents and warrants that it is not on the BOLI current List of Contractors Ineligible to Receive Public Works Contracts and that it will not contract with any contractor on this list.

- c. Pursuant to ORS 279C.817, Recipient may request that the Commissioner of BOLI make a determination about whether the Project is a public works on which payment of the prevailing rate of wage is required under ORS 279C.840.

33. Attorney Fees

In the event a lawsuit of any kind is instituted on behalf of the County or the Subrecipient with respect to this Agreement, or any right or claim related thereto, including but not limited to the collection of any payment due under this Agreement or to obtain performance of any kind under this Agreement, the prevailing party is, to the extent permitted by law, entitled to its reasonable attorney fees incurred before and during trial, on appeal, in arbitration, in bankruptcy, and in such other forum or proceeding appropriate thereto, together with such additional terms as the court or hearings officer may adjudge for reasonable costs and disbursements incurred therein. Reasonable fees shall not exceed the rate charged to the County by its attorneys.

34. Time is of the Essence

Time is of the essence in the performance of all under this Agreement.

35. No Limitations on Actions of The County in Exercise of Its Governmental Powers

Nothing in this Agreement is intended, nor shall it be construed, to in any way limit the actions of the County in the exercise of its governmental powers. It is the express intention of the parties hereto that the County shall retain the full right and ability to exercise its governmental powers with respect to the Subrecipient, the grant funds, and the transactions contemplated by this Agreement to the same extent as if it were a party to this Agreement, and in no event shall the County have any liability in contract arising under this Agreement by virtue of any exercise of its governmental powers.

36. Amendments

This Agreement may be amended only by a written instrument executed by the parties or by their successors.

37. Merger Clause

This Agreement and attached exhibits constitute the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

No waiver, consent, modification or change of terms of this Agreement shall bind all parties unless in writing and signed by both parties and all necessary the County approvals have been obtained. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. The failure of the County to enforce any provision of this Agreement shall not constitute a waiver by the County of that or any other provision.

38. CERTIFICATIONS AND SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE

THIS AGREEMENT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SUBRECIPIENT.

The undersigned certifies under penalty of perjury both individually and on behalf of Subrecipient that:

- a. The undersigned is a duly authorized representative of Subrecipient, has been authorized by Subrecipient to make all representations, attestations, and certifications contained in this Agreement and to execute this Agreement on behalf of Subrecipient;
- b. By signature on this Agreement for Subrecipient, the undersigned hereby certifies under penalty of perjury that the undersigned is authorized to act on behalf of Subrecipient and that Subrecipient is, to the best of the undersigned's knowledge, not in violation of any Oregon Tax Laws. For purposes of this certification, "Oregon Tax Laws" means all tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318.
- c. To the best of the undersigned's knowledge, Subrecipient has not discriminated against and will not discriminate against minority, women or emerging small business enterprises certified under ORS 200.055 in obtaining any required subcontracts.
- d. Subrecipient is bound by and will comply with all requirements, terms and conditions contained in this Agreement; and
- e. Subrecipient further certifies to having a formal statement of nondiscrimination in employment policy.

SIGNATURE PAGE

SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT SUBRECIPIENT HAS READ THIS AGREEMENT, UNDERSTANDS IT, HAS THE LEGAL AUTHORITY TO BIND, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

Authorized Signature: _____
Title: _____
Name (Type or Print): Susie Marston
Date: _____
Telephone Number: _____
Email Address: smarston@cityofgervais.com
Subrecipient Address: _____

Primary Contact Person (Type or Print): _____
Primary Contact Telephone Number: _____
E-Mail Address: _____
Fiscal Contact Name (Type of Print): _____
Title: _____
Email Address: _____

MARION COUNTY SIGNATURE BOARD OF COMMISSIONERS:

Dan B... 6/8/2022
Chair Date

Colleen Lillis 6/8/2022
Commissioner Date

Ki Cann 6-8-2022
Commissioner Date

DocuSigned by: Jan Fritz 6/7/2022
DC16351248DE4EC... Date
Chief Administrative Officer

DocuSigned by: Jane E Vetto 6/6/2022
D0CF5B0489F483... Date
Reviewed by Signature: Marion County Legal Counsel

DocuSigned by: Amber Schlag 5/24/2022
C5B2F3DF257F444... Date
Reviewed by Signature: Marion County Contracts & Procurement

EXHIBIT A
THE APPLICATION

[The Application on Next Page]



2021 MARION COUNTY ARPA FUNDS APPLICATION ROUND 1

Organization Name: City of Gervais

Project Title: Wastewater Pump Station/Forced Main and Aeration Upgrade

ARPA Funding Category: Water and Sewer infrastructure projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean State Revolving Funds

I. Organization Information

Legal Name of the Organization: * City of Gervais

Doing Business As (DBA) Name (if applicable): N/A

Employer Identification Number (EIN): * 93-0549929

DUNS Number: ** 959996018

**Organization must be able to obtain a DUNS Number by the time the Contract is executed

Organization Street Address: * 592 Fourth Street

City: Gervais State: OR Zip Code: 97026

Organization Mailing Address: PO Box 329
(if different from street address)

City: Gervais State: OR Zip Code: 97026

Organization Website: * www.gervaisoregon.org
(Please enter "N/A" if none)

Applicant Name: * Susie Marston

Applicant Title: * City Manager

Applicant Mailing Address: Same as above
(if different from organization mailing address)

City: _____ State: _____ Zip Code: _____

Applicant Phone: * (503) 792-4900 Applicant E-mail: * smarston@cityofgervais.com

Project Contact: Same as applicant
(If different from applicant)

Project Contact Phone: (_____) _____ Project Contact E-mail: _____

* Response required for application to be considered complete

II. Project Information (not exceed a total of 25 single-sided, 8.5" x 11" numbered pages)

1. Describe the organization that will manage the project and include the following:

This project will be owned by the City of Gervais and managed by Tetra Tech, Inc., the city's contracted engineer.

a. Total estimated project budget

The total estimated project budget is \$1,215,300, but for purposes of this grant application the City is requesting \$1,000,000.

b. Estimated start date and completion dates

While we don't know approximate dates, we do know that it will take 18-24 months from the beginning of design to the end of construction. Design will take about 9 months from the start of design (this includes a month of DEQ review on the predesign report), two months DEQ review, one month bid, one month contracting, 10 months construction.

The design on the aeration is underway, and depending on the outcome of this application, design on the transfer pumps would be incorporated soon after.

c. List the project team. Include the name, title, employer, and a high-level overview of their role in the project.

Susie Marston, City Manager, City of Gervais: Provide project oversight and coordinate team players when necessary.

John Robinson, Public Works Superintendent, City of Gervais: Provide oversight at the project site.

Gordon Munro, PE, Tetra Tech, Inc: Design, bidding and contract facilitation and overall project management once the project is underway.

2. Describe the project need and the impact the project will have on the local community and Marion County.

The wastewater treatment plant was last upgraded in 2000-2002. The treatment plant is currently performing as designed at that time, although the current population of 2596 exceeds the 2020 population projection of 2168 that was used for the most recent improvements. As of 2019, we are on an updated capital improvement schedule to complete this project by 2024 in order to keep up with recent growth in Gervais. The City has other projects to accomplish in the long-term (by 2034) with a total estimated cost of \$3 million. That is not accounting for inflation, and it does not include the approximately \$4.5 million in recommended capital improvements to the City's water treatment and distribution system.

These upgrades would increase capacity and reliability of the City's treatment system, enough to accommodate anticipated growth through 2042. These improvements would result in taking stress off of a system that is currently performing at least 20% below capacity. Construction of a new subdivision is nearly finished, which has brought 61 new homes to town, which contributes to the stress on the system.

- 3. Describe the project proposal to be accomplished. Identify each project element and include a timeline and key team member(s) who will work on the project.

The proposed project is to upgrade the lagoon aeration system, transfer pump station and force main in the City's wastewater treatment system.

Assumed grant award date..... May, 2022

Design and DEQ Review.....June, 2022 – April, 2023
Gordon Munro, PE, Tetra Tech, Inc.
DEQ

Bidding May, 2023
Gordon Munro, PE, Tetra Tech, Inc.
 Susie Marston, Gervais City Manager
 John Robinson, Gervais Public Works Superintendent

Gathering and signing contract documentsJune, 2023
Gordon Munro, PE, Tetra Tech, Inc.
 Susie Marston, Gervias City Manager

Construction July, 2023 – April, 2024
 Gordon Munro, PE, Tetra Tech, Inc. (Project Management)
 John Robinson, Public Works Supertintendent
 Kyle Jentzsch, Public Works Utility Worker

- 4. Describe how the project meets the ARPA eligible categories and the specific category requirements according to U.S. Treasury Guidelines, see State and Local Fiscal Recovery Funds (marion.or.us), <https://www.co.marion.or.us/BOC/CD/Pages/fiscalrecoveryfunds.aspx>

This project meets the category of water and sewer infrastructure projects that are eligible under the Environmental Protection Agency's Drinking Water and Clean State Revolving Funds by meeting at least one of the eleven CWSRF eligibilities: Gervais is a municipality and this project is for construction on publicly owned treatment works.

- a. Describe how the project meets the ARPA period of performance.

Assuming a grant award date of May, 2022, the City estimates that design and DEQ review work would be completed in April, 2023. We could potentially have the project bid and a contract signed in June, 2023 with construction following with a completion date of April, 2024. This meets the requirement of SLFR Funds being obligated by December 31, 2024 and spent by December 31, 2026.

- 5. Is this project included in an adopted City/County or organization's plan or another documented community need? For example: City Infrastructure Master Plan, City Economic Development Plan, City Transportation Plan or City Strategic Plan, etc.

This project is identified in the Capital Improvement Plan of the City of Gervais Wastewater Facilities Plan, updated in July 2019.

- 6. Describe the organization’s experience as a subrecipient. Describe the capacity to successfully manage and submit reporting requirements for the proposed project as a subrecipient of federal awards.

The City has been a recent subrecipient of the Coronavirus Relief Fund and a COPS Grant, both of which have required regular financial reporting. The City has adequate staff to complete and meet the reporting requirements on time.

- 7. Identify and describe partnerships the organization has secured to assist with the project?

The City has partnered with organizations on other projects, but for this particular project there is no partnership. The treatment plant is operated solely by City of Gervais.

- 8. Describe how the operations will be funded after the project is complete.

Ongoing operations of the wastewater treatment facility will be supported by revenue that is generated by current user rates. In November, 2019, the City adopted Resolution No. 19-012 to increase as recommended in the Facilities Plan mentioned in Question #5 above. This resolution also calls for increasing the rates annually by the CPI for our area to account for inflation. This recommendation was based on capital improvement needs for the wastewater system through 2042.

- 9. Identify and describe other Federal, State, or local government funding the organization has applied for, including ARPA funds from governments. Include the source(s) and amount(s) applied for, and any awards received.

The City has not applied for any other Federal, State, Local or ARPA funds from governments for this project. It would be fair to note that the City of Gervais ARPA allocation is estimated for a total of \$562,000. The City is still determining what to use those funds for.

- 10. Identify and describe other non-governmental funding sources (e.g. fees, donations, grants) the organization has applied for. Include the source(s) and amount(s) applied for, and any awards received.

The City has not applied for any other non-governmental funding sources for this project.

- 11. If the total ARPA funding request is not granted, how will the organization be able to complete the project?

The City would likely need to seek funding in the form of a loan.

- 12. Describe how the project will meet project deadlines – include engineering. Identify any reports or other information related to the project such as completed engineering, architectural, or design studies or other technical studies required for the project. Identify the name and a brief description of the completed study. Marion County will request copies of these studies during the technical review period.

Estimated project deadlines assuming a grant award date of May, 2022 (engineering is included within all of the steps):

Design and DEQ ReviewApril, 2023
Bidding.....May, 2023

Gathering and signing contract documents June, 2023
Construction April, 2024

13. Provide any additional information related to the project.

Attachment 1. Attestation Form

APPLICANT NAME: City of Gervais

ADDRESS: PO Box 329/592 4th Street, Gervais, OR 97026

TELEPHONE NUMBER: (503) 792-4900 EMAIL: smarston@cityofgervais.com WEB SITE: www.gervaisoregon.org

TAXPAYER ID NUMBER: 93-0549929 DATE/STATE OF INCORPORATION: 1878/Oregon

BUSINESS DESIGNATION: Corporation Sole Proprietor Partnership
 S Corporation Non-Profit Government
 Other: _____

CERTIFICATION/LICENSE NUMBER: _____

The undersigned further acknowledges, attests and certifies individually and on behalf of the Applicant that:

1. That this proposal is, in all respects, fair and without fraud; that it is made without collusion with any official of the county; and that the proposal is made without any collusion with any person making another proposal on this Contract.
2. Information and prices included in this proposal shall remain valid for ninety (90) days after the proposal due date or until a Contract is approved, whichever comes first.
3. The Applicant acknowledges receipt of all Addenda issued under the Application.
4. The Applicant certifies that it does not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, financial ability, age or other non-job-related factors as per ORS 659 and USC 42 2000e.
5. The Applicant, acting through its authorized representative, has read and understands all Application instructions, specifications, and terms and conditions contained within the Application and all Addenda, if any;
6. The Applicant agrees to and shall comply with, all requirements, specifications and terms and conditions contained within the Application, including all Addenda, if any;
7. The proposal submitted is in response to the specific language contained in the Application, and Applicant has made no assumptions based upon either (a) verbal or written statements not contained in the Application, or (b) any previously-issued Application, if any.
8. The Applicant agrees that if awarded the Agreement, Applicant shall be authorized to do business in the State of Oregon at the time of the award;
9. The signatory of this Application Form is a duly authorized representative of the Applicant, has been authorized by Applicant to make all representations, attestations, and certifications contained in this proposal document and all Addenda, if any, issued, and to execute this proposal document on behalf of Applicant.
10. By signature below, the undersigned Authorized Representative hereby certifies on behalf of Applicant that all contents of this Application Form and the submitted proposal are truthful, complete and accurate. Failure to provide information required by the Application may ultimately result in rejection of the proposal.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

MATTERS - The Applicant certifies to the best of its knowledge and belief that neither it nor any of its principals:

1. Are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from submitting bids or proposals by any federal, state or local entity, department or agency;
2. Have within a five-year period preceding the date of this certification been convicted of fraud or any other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally charged with commission of any of the offenses enumerated in item number 2 of this certification;

4. Have, within a five-year period preceding the date of this certification had a judgment entered against contractor or its principals arising out of the performance of a public or private contract;
5. Have pending in any state or federal court any litigation in which there is a claim against contractor or any of its principals arising out of the performance of a public or private contract; and
6. Have within a five-year period preceding the date of this certification had one or more public contracts (federal, state, or local) terminated for any reason related to contract performance.

Where Applicant is unable to certify to any of the statements in this certification, Applicant shall attach an explanation to their offer. The inability to certify to all of the statements may not necessarily preclude Applicant from award of an agreement under this procurement.

IF THE PROPOSAL IS MADE BY A JOINT VENTURE, IT SHALL BE EXECUTED BY EACH PARTICIPANT OF THE JOINT VENTURE.

THIS APPLICATION SHALL BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE APPLICANT; ANY ALTERATIONS OR ERASURES TO THE OFFER SHALL BE INITIALED IN INK BY THE UNDERSIGNED AUTHORIZED REPRESENTATIVE.

SIGNATURE OF APPLICANT'S DULY AUTHORIZED REPRESENTATIVE FOR ALL SECTIONS:

Authorized Signature: Susie Marston 02/11/2022

Print Name: Susie Marston

Title: City Manager

Contact Person (Type or Print): Susie Marston

Telephone Number: (503) 792-4901

Email: smarston@cityofgervais.com

The Applicant will notify the County representative on the cover page of this Application within 30 days of any change in the information provided on this form.

EXHIBIT B
**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL
ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Control Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These

requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- See §200.322 Domestic preference for procurements.
- Audit Requirements of 2 CFR §200.5XX (Subpart F)
 - Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.
 - If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
 - Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement

under this or any other agreement between Subrecipient and the County.

- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.
- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal

governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

Exhibit C – Federal Funding Information For Subrecipients
As Required By 2 CFR 200.331(a)¹

1. Federal Award Identification	
(i) Subrecipient Name:	Gervais
(ii) Unique Entity ID #:	X8K8AL7GN3C9
(iii) Federal Award Identification Number (FAIN):	
(iv) Federal Award Date:	3/11/2021
(v) Subaward Period of Performance (Start & End Date):	3/3/21 - 12/31/26
(vi) Amount of Federal Funds Obligated by this Agreement:	
(vii) Total Amount of Federal Funds Obligated to Subrecipient by Pass-Through Entity (PTE), including this agreement:	\$1,000,000
(viii) Total Amount of Federal Award committed to Subrecipient by PTE:	\$1,000,000
(ix) Federal Award Project Description:	5-Water, Sewer, and Broadband Infrastructure
(x) Identify the following:	
a) Federal awarding agency	U.S. Treasury
b) Pass-Through Entity,	Marion County, Oregon
c) Contact info for awarding official:	Jan Fritz, CAO
(xi) Identify Program Information	
a) Assistance Listing #:	21.027
b) Program Name:	Coronavirus State and Local Fiscal Recovery Funds
c) Is the award Research & Development? (Yes/No)	No
d) Indirect Cost Rate for Federal award:	None
2. Subrecipient Indirect Cost Rate	
Indirect cost rate passed through to subrecipient:	N/A
3. Additional Requirements or Comments (if any)	
Monitoring Requirements are included in Section 15 of this agreement.	
<p>¹Subrecipient will comply with Federal statutes, regulations and terms and conditions of the Federal award in accordance with 2 CFR 200.331 (a)(2). Subrecipient will permit the pass-through entity and auditors to have access to subrecipient's records and financial statements as necessary for the PTE to meet requirements of 2 CFR 200.331 (a)(5). Subrecipient will also permit the pass-through entity to have access to subrecipient's records for monitoring the activities of the subrecipient, as necessary, to ensure that the subaward is used for the authorized purposes. Such monitoring will include reviewing the financial and performance reports required by the pass-through entity as well as following up and ensuring the subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the subrecipient in order to meet the requirements of 2 CFR 200.331(d).</p>	

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Organization Name: City of Gervais	CMS Number: BO-4508-22
---	-------------------------------

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

- Yes (Skip questions "A" and "B" and finish the certification)
- No (Proceed to questions "A" and "B")

A. Certification Regarding % and Amount of Annual Gross Revenue from Federal Awards

Did you organization (1) receive 80% or more of its annual gross revenue AND (2) \$25 million or more from federal awards and contracts during the preceding fiscal year?

- Yes If "Yes," proceed to question "B".
- No If "No," skip question "B" and finish the certification.

B. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

- Yes If "Yes", where can this information be accessed?
- No If "No", you must provide the names and total compensation of the top five highly compensated executives below. (For example: *John Blum: \$500,000; Mary Redd: \$50,000; etc.*)

1 _____	\$ _____
2 _____	\$ _____
3 _____	\$ _____
4 _____	\$ _____
5 _____	\$ _____

As the duly authorized representative (Signor) for the Organization, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Print Name of Authorized Representative

Print Title of Authorized Representative

Signature of Authorized Representative

Date

*Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.

Exhibit D

Federal Funding Accountability and Transparency Act (FFATA) Certification*

Background on FFATA Requirements

Under the requirements of the Federal Funding Accountability and Transparency Act (Pub. L. No. 109-282), as amended by Section 6202 of Public Law 110-252, that are codified in 2 CFR Part 170, direct recipients of federal grants or cooperative agreements are required to report first-tier subawards and subcontracts of \$30,000 or more to the Federal Funding Accountability and Transparency Act (FFATA) Subaward Reporting System (FSRS).

Organizations that are requested to complete the FFATA Certification have been identified by Marion County as either a first tier subaward or subcontract and therefore, FFATA requirements are applicable.

Definition of Compensation

Total compensation means the cash and noncash dollar value earned by the executive during the Organizations preceding fiscal year and includes the following: (1) Salary and bonus; (2) Awards of stock, stock options, and stock appreciation rights; (3) Earnings for services under non-equity incentive plans; (4) Change in pension value; (5) Above-market earnings on deferred compensation which is not tax-qualified; and (6) Other compensation, as further defined in FAR 52.204-10(a) and 17 CFR 229.402(c)(2).

**Organizations that receive first tier subawards or subcontracts >\$30,000 are required to comply with FFATA requirements per 2 CFR Part 170 and FAR 52.204-10.*

Exhibit E

**American Rescue Plan Act (ARPA) /
Coronavirus State and Local Fiscal Recovery Funds (SLFRF)**

Capital Expenditure Justification Form

Purpose: To ensure recipient complies with the terms, conditions and requirements of the U.S. Treasury 31 CFR Part 35 SLFRF Final Rule. Recipients must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million.

Capital Expenditures: Per the Uniform Guidance 2 CFR 200.1, the term "capital expenditures" means "expenditures to acquire capital assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life."

Organization Name:	Gervais
Organization Contact Completing Form:	
Date:	
Project Name:	Wastewater Pump Station/Forced Main and Aeration Upgrade
Expenditure Category:	
Type of Capital Expenditure ¹ :	
Specify "Other" Expenditure Type:	
Project Amount:	\$ 1,000,000
Project Threshold Per Table 1:	\$1M to < \$10M
CMS # (Marion County to Complete)	4508

Black shaded cells DO NOT need to be filled out.

1 Describe the harm or need to be addressed.

2 Explanation of why a capital expenditure is appropriate. (For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.)

3 Was there a comparison performed of the approved capital project against at least two alternative capital expenditures?

YES

NO

a) If yes, please demonstrate why the approved capital expenditure is superior.

b) If no, please explain why.

¹ Coronavirus State and Local Fiscal Recovery Funds Project and Expenditures Report User Guide - Appendix H

Marion County to complete this section
Grant Reviewer:
Date Reviewed:
Comments:

Exhibit E

Table 1 (U.S. Treasury Final Rule, General Provisions: Other, b. Capital Expenditures)

If a project has total expected capital expenditures of	and the use is enumerated in (b)(3), then	and the use is not enumerated in (b)(3), then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

EXHIBIT F
ARPA/SLFRF REPORTING REQUIREMENTS FORM

A.1 Project and Expenditure Report

Department shall complete the Project and Expenditure Report as outlined in the Project and Expenditure Report User Guide dated April 1, 2022, according to the awarded eligibility category. The Board and Designee shall provide the Project and Expenditure Report template to the Department no later than June 15, 2022. Once the Department's total project expenditures have been occurred and the project has completed, a final report shall be submitted, and quarterly reporting requirements will no longer be required.

Project and Expenditure Reports are due according to the following table:

Report	Year	Quarter	Period Covered	Due Date
1	2022	2	Project Commence - June 30	July 15, 2022
2	2022	3	July 1 - September 30	October 15, 2022
3	2022	4	October 1 - December 31	January 15, 2023
4	2023	1	January 1 - March 31	April 15, 2023
5	2023	2	April 1 - June 30	July 15, 2023
6	2023	3	July 1 - September 30	October 15, 2023
7	2023	4	October 1 - December 31	January 15, 2024
8	2024	1	January 1 - March 31	April 15, 2024
9	2024	2	April 1 - June 30	July 15, 2024
10	2024	3	July 1 - September 30	October 31, 2024
11	2024	4	October 1 - December 31	January 15, 2025
12	2025	1	January 1 - March 31	April 15, 2025
13	2025	2	April 1 - June 30	July 15, 2025
14	2025	3	July 1 - September 30	October 15, 2025
15	2025	4	October 1 - December 31	January 15, 2026
16	2026	1	January 1 - March 31	April 15, 2026
17	2026	2	April 1 - June 30	July 15, 2026
18	2026	3	July 1 - September 30	October 15, 2026
19	2026	4	October 1 - December 31	March 15, 2027

A.2 Recovery Plan Performance Report

Department shall complete the Recovery Plan Performance Report. The Board and designee shall provide the Recovery Plan Performance Report template to the Department no later than June 15, 2022.

Recovery Plan Performance Reports are due according to the following table:

Report	Period Covered	Due Date
1	Award Date - June 30, 2022	July 15, 2022
2	July 1, 2022 - June 30, 2023	July 15, 2023
3	July 1, 2023 - June 30, 2024	July 15, 2024
4	July 1, 2024 - June 30, 2025	July 15, 2025
5	July 1, 2025 - June 30, 2026	July 15, 2026
6	July 1, 2026 - December 31, 2026	March 15, 2027

A.3 Federal Funding Accountability and Transparency Act Certification

Department shall require its contractor(s) and subcontractor(s), to complete and include Exhibit D. Federal Funding Accountability and Transparency Act Certification as part of the contract.

A.4 ARPA/SLFRF Capital Expenditure Justification Form

Department shall require its contractor(s) and subcontractor(s) to complete and include Exhibit E. ARPA/SLFRF Capital Expenditure Justification Form as part of the contract.

Exhibit G - Marion County Disbursement Request

 O R E G O N	Recipient: _____ Project Name: _____ Funding Program: _____ Assistance Listing (CFDA#): _____
Project Number: _____ Date: _____ Final Draw? <input type="checkbox"/> Yes <input type="checkbox"/> No	

(A) Category	Marion County Funds (Enter Whole Dollars Only)			Other / Matching Funds (Enter Whole Dollars Only)			All Funds (J) = [C+D+G+H]	
	(B) Approved Budget	(C) Prior Disbursements	(D) Current Request	(E) = [B-C-D] Balance	(F) Approved Budget	(G) Prior Expenditures		(H) Current Expenditure	(I) = [F-G-H] Balance
Personnel Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Materials and Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Equipment or Capital Purchases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administrative	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

For Marion County Use Only: I have reviewed this request and approve payment to the above mentioned recipient in the amount(s) listed below.

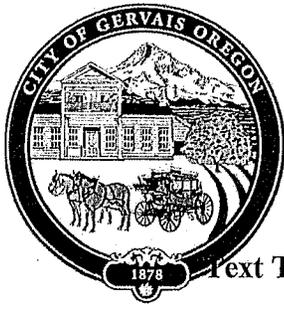
Dollar Amount \$ _____	Costing _____	PO # _____
Authorized Signature and Title _____		Date _____
Authorized Signature and Title _____		Date _____
Authorized Signature and Title _____		Date _____

Certification: I certify that the data is correct and that the amount requested is not in excess of current needs, nor has been already reimbursed by federal, state, or other resources.

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject us to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Additional Information Required:
 Supporting documentation (e.g. invoice(s), GL reports, timekeeping records, etc.) must be recorded on Detail worksheet. Upon completion, print Disbursement Request and Detail to PDF, sign electronically, and attach copies of supporting documentation. Submit to ARPA:recovery@co.marion.or.us for review and processing of reimbursement. Questions about this form can also be directed to ARPA:recovery@co.marion.or.us.

13 a.



CITY OF GERVAIS

592 Fourth Street/PO Box 329, Gervais, Oregon 97026-0329
503-792-4900 Administration Office; 503-792-3791 Fax

Text Tel. (TTY) Dial 711 or 1-800-735-2900 Spanish (TTY/V) 1-800-735-3896

Date: July 1, 2022
To: Mayor and City Council
From: Susie Marston, City Manager
Re: City Manager Staff Report for July 7, 2022

Street Projects

The following street projects will be advertised for bid on July 6th, and bids will be collected on July 27th. A recommendation will be made to the city council to give intent to award a contract for these projects at the August 4th council meeting.

Project	Grant	Grant Awarded	Est. Project Cost
Douglas Crosswalk/Elem Sidewalk	Safe Routes to School - ODOT	\$182,858	\$228,572
7 th /Juniper Improvements	Small City Allotment - ODOT	\$100,000	\$140,000
7 th /Grove Improvements	Small City Allotment - ODOT	\$100,000	\$220,000

Annual Audit

Our annual financial audit is scheduled for August 17th and 18th. Annual financial reports are normally finalized in November/December.

Conference Attendance

On July 19-22 I will be attending the annual OCCMA Summer Conference at Eagle Crest in Redmond.

I have an opportunity to attend the annual ICMA (International City Managers Association) Conference in Columbus, OH September 17-21 at no cost to the City of Gervais. Normally, this conference is cost prohibitive to the City for me to attend, but this year my travel expenses would be covered by OCCMA, the association in which I am President of this year. I am making plans to attend.

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.

The City of Gervais is an Equal Opportunity Provider and Employer. Complaints of discrimination should be sent to: USDA, Director, Office of Civil Rights, Washington, DC 20250-9410



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

July 2022 Council Report

Reporting period between May 1, 2022 through May 31, 2022	
<u>Calls of service/CAD reports</u>	338
<u>Arrests</u>	0
<u>Traffic offenses</u>	64
<u>Traffic written warnings</u>	92
<u>Assist Agencies outside City limits</u>	12
<u>Assist Agencies inside City limits</u>	3

- **Sacred Heart Parochial School**- We finished our **D.A.R.E.** lessons for the students and held our 2022 graduation. We are so proud of these students and the connections we make with them. **D.A.R.E.** reduces crime. **D.A.R.E.** builds community trust. **D.A.R.E.** builds legitimacy. **D.A.R.E.** builds positive community relationships.
- **Bike Rodeo**- We had a great time at this year's Bike Rodeo. We enjoyed being able to partner with the Gervais School District and help with this event. We gave out helmets, conducted a rodeo, inspected bikes and dinner was served to the kids. Almost eighty kids attended.
- **City Hall Generator**- We are moving forward with the vendor for purchase and installation. We are also working on some additional requirements for the Grant.
- **4th of July**- We are staffed and ready for the parade, festival and fireworks. Hubbard Police Department will be here to help with traffic control and in turn we will help Hubbard with the HOP's festival parade.
- **Vehicle assignment study**- Attached is an article regarding a vehicle take-home assignment study. We are continuing to gather information.

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

- Mark J. Chase, Chief of Police.

GOVERNMENT FLEET

POLICE

Oregon Sheriff's Office Sees Benefits in Take-Home Fleet

February 17, 2022 • By Lexi Tucker •



The department will be spending more than \$1.1 million to purchase 32 vehicles and about \$670,000 to prepare and upfit them. According to Janes, 25 of the 32 vehicles purchased will be used for patrol.

Photo: Deschutes County Sheriff's Office

Oregon's Deschutes County Sheriff's Office recently announced it is revising its policy to enable each deputy to have their own vehicle to take home at the end of their shifts.

Government Fleet contacted Sergeant Jayson Janes, public information officer for the Deschutes County Sheriff's Office, to dig a little deeper into the decision to discover why the department made the move.

Fleet Deets

The department will be spending more than \$1.1 million to purchase 32 vehicles and about \$670,000 to prepare and upfit them. According to Janes, 25 of the 32 vehicles purchased will be used for patrol. The other vehicles were designated for other divisions. The new vehicles include Dodge Chargers and Durangos and Ram 1500s.

Need to track your business vehicles?

Fleet tracking helps businesses improve driver accountability, efficiency, safety, and their bottom line. Invest in the growth of your business by speaking with top providers about implementing a solution.

How many vehicles do you need to track?*

1-4	5-9
10-49	50-99
100-249	250+

CONTINUE

The department's fleet consists of approximately 231 vehicles. These vehicles are used by patrol, jail, search and rescue, special services, detectives, and its civil division. As older vehicles are replaced with newer vehicles, older vehicles are auctioned off.

Making the Decision

Janes said the decision to assign patrol cars to deputies and have them take them home was made for several reasons. The Sheriff's Office reviewed a study done by the Clackamas County, Oregon, Sheriff's Office in reference to their assigned vehicle accountability program.

The study showed by assigning each deputy their own patrol vehicle, it increased service life, improved the efficiency of their patrol deputies, reduced response times to critical incidents, and enhanced the visibility of law enforcement in the community.

On top of this, the useful life of the patrol cars nearly doubled, from 70,000 to 120,000 miles, and from three to seven years, according to a report from KTVZ.

"Our office has worked four 12 hours shifts consisting of two-day shifts (6:00 am - 6:00 pm) then two night shifts (6:00 pm - 6:00 am) for over 20 years. At the end of the last night shift, deputies would then pick up their car partner in order for them to start their first day shift. The oncoming deputy would drive the night shift deputy home, then start their own shift. This would work as long as there were no major calls during shift change," he explained.

The decision was made to assign patrol deputies their own cars to extend the life of the vehicles. It also makes it easier to fill overtime shifts or have off-duty deputies respond to critical incidents. For the mental and physical health of its staff, the department is evaluating different schedules and everyone having their own vehicle makes this scheduling process easier.

"Also, in a time where it is hard to recruit quality people into this profession, it is also a benefit that can be used for recruiting," he said.



The decision was made to assign patrol deputies their own cars to extend the life of the vehicles.

Photo: Deschutes County Sheriff's Office

Other Benefits

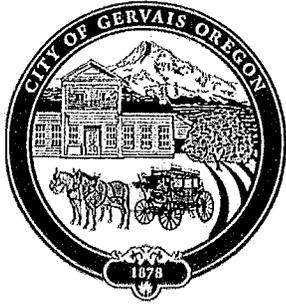
While the department hasn't conducted the program long enough to relay solid information on return on investment, it has seen overtime shifts get filled easier due to everyone having their own vehicle. The shift change is also easier due to not having to pick up a car partner and drop the other partner off at home before starting the shift.

Janes feels one of the reasons the program works well is because deputies feel a stronger sense of ownership toward their assigned vehicles. It's also makes it easier to hold an individual accountable for neglecting to bring the vehicle in for routine maintenance.

So far, the department reports it has not experienced any issues with having take-home vehicles.

"The only advice I have is do your research and determine if it is cost effective and beneficial for your office to assign patrol staff their own vehicles," he noted.

Similar Content: Why the NYPD Values Fleet Salvaging, Safety



CITY OF GERVAIS

592 Fourth Street/PO Box 329, Gervais, Oregon 97026-0329
503-792-4900 Administration Office; 503-792-3791 Fax

Gervais Public Works Council Report For the Month of June 2022

Tree Farm Update: Zone one is now operational. Now that summer has arrived the logging process should begin next month. There are portions that are still under water.

The city's speed signs were sent out for warranty repair and have just returned. They will be reinstalled as soon as possible.

The new banners were installed. With the flowers they make a nice addition to the look of the streets.

The splash pad is up and running in time for the warm weather. The restroom at the Black Walnut Park was vandalized with graffiti and was locked off. The interior walls will be repainted and open for the movie in the Park.

I made contact with Creation Electric to address the lighting in the Park and awaiting the cost breakdown.

Public Works is still trying to catch up on mowing but we are still making progress.

John Robinson – Public Works Superintendent