

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, February 3, 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: February 3, 2021 City of Gervais Council Meeting

Time: February 3, 2021 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://us06web.zoom.us/j/81642481474?pwd=aThVN21KMmhMLzQ0ZUd6aEJuMGR6UT09>

Meeting ID: 816 4248 1474

Passcode: 887765

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 816 4248 1474

Passcode: 887765

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
 - a. Swearing in of Police Officer Zane Rise
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 20250-9410

6. Consent Calendar:

- a. Approval of the minutes of the January 13, 2022 Regular Session
- b. Approval of the minutes of the January 20, 2022 Work Session
- c. Approval of bill list for December 28 – January 22, 2022

Requested Action: Motion to approve the February 3, 2022 consent calendar as presented.

7. Committee Reports

- a. Ad Hoc – Skate Park

8. Presentations

9. Public Hearing

10. Action Items

- a. Resolution No. 22-001 Authorizing a Loan from the Special Public Works Fund by Entering into a Financing Contract with the Oregon Infrastructure Finance Authority

11. Old Business

- a. See activity tracker

12. New Business

- a. Spring Clean Up

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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**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 JANUARY 13, 2021**

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 (via Zoom)
Councilor Baltazar Gonzalez	Present
Council President Micky Wagner	Present (via Zoom)
Councilor Diana Bartch	Present (via Zoom)
Councilor John Harvey	Present

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

Others Present: None

4. Announcements/Additions

Mayor Gilland announced the postponement of the swearing in of Police Officer Zane Rise till February. Mayor Gilland swapped item numbers 8 (Ad Hoc Committee Report) and 6 (Presentations) on the agenda.

5. Public Comment

Rocky Sherwood, President and CEO of City of Hubbard Events Team, 2622 Nina Pl., Hubbard, OR, 97032. Sherwood thanked the council for allowing him and his team to come into Gervais and have a holiday parade.

Christopher Bartch, 929 Mahan Loop, Gervais. Bartch requested the council look at creating a stronger ordinance in relation to fireworks and wanted to see fireworks banned in the city limits. Bartch addressed his concern of random fireworks going off in the middle of the night. Mayor Gilland suggested Bartch talk to Police Chief in regards to fireworks ordinances. She wasn't sure what the current ordinance read and wondered if it was a matter of enforcing what

was currently written. Bartch reiterated that he would like the council to take on the task of addressing the fireworks ordinances. Chief Chase passed out information of legalities in regards to fireworks.

6. Presentations

a. Woodburn Fire District – Request for American Rescue Plan Allocation (ARPA) Funds

Chief Joe Budge informed the council of a grant opportunity that has opened up with Marion County and that he will be applying for it, requesting funds for the construction of the shared-use building that was discussed during the prior Bond project discussions. Marion County has \$67 million of their ARPA distribution allocated to this grant program. He explained that ARPA funds were distributed to state, county and local jurisdictions. Fire districts were not part of that distribution. Budge prepared a Powerpoint presentation to illustrate the proposed site of the building, which is located at the current public works facility. The Fire District and City have engaged with an architect and the city planner to look at the site to ensure that this building will also allow room for the Sam Brown House, if the City chooses to place it there. City Manager Marston reviewed the original agreement from initial discussions of the project during the Bond project. The agreement was for the City to pay 25% of the construction costs up to \$50,000, and the Fire District would pay the remaining. She explained that the “ask” is still the same, only Chief Budge will ask for that \$50,000 to come from ARPA funds allocated to the City to show a commitment on the grant request. Budge explained that on the grant request, other amounts committed to the project will be identified, such as the Bond revenue and the City commitment. At councilor Harvey’s request, Marston told the council the City was estimated to receive \$562,000 and has not had discussions on what to use that money for. She explained that the City has until 2024 to obligate the funds. Since the initial discussions of the building, Budge explained that the Fire District has been looking at different options and a bigger footprint of the building to include living quarters. Budge explained that the building was originally a smaller project and the cost had grown substantially, but the request to the city council remains at a maximum of \$50,000, which is what was originally discussed. By engaging an architect, he was able to develop plans for a cost estimate to be used in the grant application to Marion County. Budge reported that the cost estimate came in at \$2.6 million, which the estimator considers a worst case scenario. If this grant application is not awarded, then the City and the Fire District will have to talk and negotiate again. There was discussion about how the original agreement stated that the city will pay 25% of additional construction costs above \$200,000. Chief Budge knows that the expectation of the council is to not go over the \$50,000. He recognizes that we are in a completely different circumstance, and he would like to honor that. For this application, he is only asking for \$50,000. Marston reminded the council that the agreement dated January 28, 2021 is not a legally binding contract. It was approved as a general concept. Marston explained that tonight, Chief Budge is talking about the grant application and is asking for the City’s commitment to the \$50,000 that was first discussed. By showing the City’s commitment to contribute, it strengthens the application. Details of this discussion are available by listening to the audio provided on the City’s website.

Council President Wagner made a motion to support the application of the Woodburn Fire District to the Marion County ARPA grant funding and approve submitting the letter of

support with a maximum commitment of \$50,000, seconded by Councilor Foreman. Motion is carried and so moved.

b. Gervais School District – Partnering with City on Community growth and sustainability.

Henry Bustamante, the Gervais School District Board of Directors Chair, presented in person at the meeting and Dandy Stevens, Gervais School District Superintendent attended via Zoom. Mr. Bustamante requested to schedule an annual meeting between the city council and the School Board to communicate about community spaces, various partnerships, community events, community beautification, and business growth opportunities. There was a discussion and deliberation about how to effectively have a joint meeting for each body to share its strategic goals and the time required to make it happen. Council President Wagner was in favor of the joint meeting to discuss goal planning. Councilor Bartch communicated the importance of partnering with the school district to benefit the community. Mayor Gilland informed the council that she did not accept the original requested February 3rd joint meeting because it was supposed to be about a bond the School District was trying to pass and the School District wanted City Council support. Gilland noted that she did not want to speak for her council on how they felt about supporting a bond for the School District because the City Council was elected to be the voice for all taxpayers. Gilland stated she wanted to stay neutral on that topic. Bustamante requested an annual joint meeting. Harvey agreed the annual meeting would be good. Council President Mayor Gilland preferred a work session for the joint meeting. Dandy Stevens agreed that the work session was a great idea and noted importance of representing all taxpayers and explained the school district currently had a significant amount of support for the bond. Stevens explained that topic would be something the school board would want to talk with the City about because it's a game changer for the Gervais community. City Manager Marston and Dandy Stevens will look at dates for the joint meeting and bring back to the council for approval.

7. Consent Calendar

- a. Approval of the minutes of the December 2, 2021 Regular Session
- b. Approval of bill list for November 24 – December 27, 2021

Council President Wagner made a motion to approve the January 13, 2022 consent calendar as presented, seconded by Councilor Bartch. Motion is unanimously carried and so moved.

8. Committee Reports

a. Ad Hoc – Skate Park

Mayor Gilland announced a meeting between Sacred Heart where the park committee will ask to use their property. There was a discussion about funding for the park. Gilland invited Marston to sit in on the January 18th meeting with Sacred Heart. Clifton asked for a commitment of funds for the park. The council suggested Clifton get the estimates for the skate park and bring it back to City Manager Marston and the Council. Marston requested a plan before applying for Parks and Rec grant. There was a council consensus to use current funds for a park. Listen to audio for more on this topic.

9. Public Hearing - none

10. Action Items

a. Renew Personal Services Agreement between City of Gervais and Beery, Elsner & Hammond, LLP

City Manager Marston explained the Personal Services Agreement is up for renewal. Marston gave the council two options on the terms of the renewal. One was to keep it the way it has been, meaning the agreement would terminate after one year. The other was for a term that automatically renews each year. Council wanted to keep it the way it was with a one year term.

Councilor Bartch made a motion to renew the contract with Beery, Elsner & Hammond for one year, seconded by Councilor Foreman. Motion is unanimously carried and so moved.

b. Approve agreement with Mid-Willamette Valley COG to facilitate council rules update.

Mayor Gilland did not think this was necessary and felt the council was working well together. Harvey suggested the council read the rules, bring their changes to the meeting and then send it to the COG for review. He felt it would be faster and more cost effective. Councilor Gonzalez agreed. Councilor Bartch noted the council had currently been working well together, she wasn't sure that everyone would feel heard and not get trampled on without a facilitator. Councilor Foreman felt the council was capable of doing it themselves, but wanted to make sure they didn't inadvertently cause the city an issue because they did not receive council during the session. Marston explained that there was nothing preventing the council from doing it themselves and at the end it would be sent out for legal review. Councilor Foreman was okay to give it their best effort then send it to legal. Council President Wagner agreed the council could do it themselves then send it to legal.

Councilor Harvey made a motion for the council to do the rules on their own and go to Bill Monahan for legal counsel review, seconded by Council President Wagner. Motion is unanimously carried and so moved.

11. Old Business

a. See activity tracker

Mayor Gilland was pleased to see that items were moving off the tracker. Councilor Foreman was concerned with the gap in the fence around the retention pond at Ivy Woods and was concerned that it wasn't fully enclosed. Robinson explained the gap was the responsibility of the contractor, and eventually that portion of fence will be constructed. Councilor Foreman and Mayor Gilland noted they were pleased with how the fence looked.

12. New Business

a. Overview and Acknowledgement of 5-Year TMDL Report and Implementation Plan

Superintendent Robinson reported the TMDL report is what's required by Oregon DEQ to perform maintenance on the storm system. Robinson communicated that he will be asking the City to fund a Vac Trailer in the next year or two.

b. Renewal of telephone franchise with Gervais Telephone dba Datavision

City Manager Marston reported that the franchise expired in May of 2021 and Datavision will still honor it if City Council is interested in renewing it. If City Council is interested, Marston stated she would engage herself to renew and because the legal language has changed, she would get the Attorney to help.

Mayor Gilland asked for a consensus from the council to approve renewal of franchise with Gervais Telephone dba Datavision. All councilors present approved consensus.

c. Discontinuation of Datavision Video Franchise Agreement

Marston explained the City has a franchise agreement with Datavision to provide cable service in town. Datavision buys the service from EZVideo in Canby, but they are discontinuing this service. This has resulted in the discontinuation of the cable franchise agreement with Datavision.

13. Staff Reports

a. City Manager

City Manager Marston provided her written report. She was contacted by Gervais School District about setting up Saturday market in their parking lot. Marston reviewed the code and noted there was nothing that addressed these types of events. She suggested the council that the City waive any fees that may apply to them because she couldn't find anything in the code that shows a process for the City to get involved. Marston wanted to use this as an opportunity to update Section 5 in regards to the business license program and the city attorney will help with the language. There was a council discussion about events and vendors and potential business license charges. Marston wanted to let the council know she wasn't going to be charging this group any fees because they would be on school property but she would like to engage the City Attorney to help her update that ordinance. Council approved. Marston informed the council about a call from a contractor wanting to demolish the old building on 4th and Elm. Marston checked the code regarding the preservation of the building and reviewed the comprehensive plan and found that none of the downtown buildings are listed as a historic interest. She wanted to make the council aware of what the plan was and she would be in touch with property owner. Mayor Gilland asked if they would save the 1902 face. Council President Wagner suggested purchasing some of the bricks off the building and keeping them for the veterans wall as representation of old Gervais. Councilor Gonzalez asked to salvage the entire front piece with the 1902 sign. Marston said she would write a letter with the request of preserving the 1902 sign. Marston closed with reporting that the Public Meetings Law now requires a virtual option to all the meetings.

b. Police Department – Chief Mark Chase

Chief Mark Chase referred to written report due to the hour.

c. Public Works – Superintendent John Robinson

Superintendent John Robinson referred to written report due to the hour.

14. Business from the Mayor or Council

Mayor Gilland stated she spoke to Susie about spring cleanup date. Gilland will approach council with Councilor Gonzalez on the veteran's wall in March.

Councilor Foreman had something to share and we lost entire zoom connection due to the server going down. Mayor Gilland texted Councilor Foreman. Councilor Foreman replied to the group that she wanted to discuss the issue of roaming dogs, dogs biting other dogs and people voicing concerns about safety walking around town. Chief Chase gave the council a handout about dogs being a nuisance, suggested council look at it and discuss. Chase stated that when there is a complaint they state it, cite it and they have a cooperative relationship with Marion County Dog Control.

14. Adjourn

Mayor Gilland adjourned the meeting at 9:05 PM

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON JANUARY 13, 2021 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

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**MINUTES OF THE WORK SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL AT 7:00 PM ON JANUARY 20, 2022**

1. Call to Order

Mayor Annie Gilland called the meeting to order at 6:30 pm.

2. Pledge of Allegiance

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

3. Roll Call

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

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

4. Announcements/Additions

- a. Additions/deletions to the agenda

5. New Business

- a. Updating Council Rules

Mayor Gilland asked Councilor Harvey to facilitate the meeting. Councilor Harvey and Mayor Gilland prepared a document with some proposed changes. Some of the changes were pulled from the Kelzer and Dundee Council Rules and Procedures. The City Council discussed more changes. City Manager Marston suggested adding rules from Chapter 8 in the LOC Model Rules. The council discussed what they wanted and didn't want from Chapter 8. There was a discussion about a proposed rule in regards to the prohibition of drugs and alcohol. Councilor Foreman suggested providing the draft language to attorney for revision with common language for council rules. There was a discussion about addressing a social media rule and it was tabled to a future meeting. City Manager Marston prepared a document during the work session with changes for Attorney to review. Marston will bring rules after Bill Monahan's review to February or March meeting and then the council can adopt a Resolution to adopt the updated council rules afterwards. Please listen to audio for more in this discussion.

6. Adjourn

Mayor Gilland adjourned the meeting at 7:57 pm.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON JANUARY 20, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

600.

911 Supply	1/20/2022	Hndcfts,hlstr,flshlght-Cam	General Fund	Police	330.84
	1/20/2022	Slrts,softshell, armor-Cam	General Fund	Police	37.50
	1/20/2022	Trousers, 2- DMarshall	General Fund	Police	179.98
	1/20/2022	Armor, Carrier, Pouch-ZRIs	General Fund	Police	205.49
	1/20/2022	Armor, Pouch, Carrier-CCam	General Fund	Police	1,293.00
	1/25/2022	ZRIse- Uniform	General Fund	Police	60.95
	1/20/2022	NightStick - ZRIse	General Fund	Police	119.95
	1/25/2022	ZRIse-Shirts,Cap, Embroidery	General Fund	Police	37.50
	1/25/2022	Camacho-Sirts,Caps, Embroidery	General Fund	Police	687.91
	1/25/2022	ZRIse- Earphone	General Fund	Police	43.73
	1/25/2022	Camacho-Cap & Embroidery	General Fund	Police	22.99
	1/25/2022	ZRIse-Shirts,Cap, Embroidery	General Fund	Police	329.96
	1/25/2022	MChase Tact Pant	General Fund	Police	74.99
	TOTAL:				3,424.79
AKS Engineering & Forestry, LLC	1/4/2022	WWTP Tree Farm	Sewer Fund	Sewer	641.25
	TOTAL:				641.25
Amazon Capital Services	1/4/2022	Printer Ribbon,18 Moz Cale	General Fund	Admin	50.96
	1/25/2022	Bluetooth Speaker	General Fund	Admin	128.99
	1/11/2022	Staples, 2022 Planners	General Fund	Admin	14.26
	1/25/2022	hand soap,towels, envlps	General Fund	Admin	90.94
	1/25/2022	Hanging Files	General Fund	Admin	90.48
	1/11/2022	Mini tank water heater	General Fund	Streets	78.63
	1/11/2022	Staples, 2022 Planners	General Fund	Streets	19.98
	1/11/2022	Mini tank water heater	Water Fund	Water	78.63
	1/11/2022	Staples, 2022 Planners	Water Fund	Water	19.98
	1/11/2022	Mini tank water heater	Sewer Fund	Sewer	78.62
	1/11/2022	Staples, 2022 Planners	Sewer Fund	Sewer	19.98
	TOTAL:				671.45
Backflow Management	1/4/2022	Dec 2021 Backflow Svcs	Water Fund	Backflow	112.15
	1/11/2022	December 2021 Backflow Svc	Water Fund	Backflow	606.00
	TOTAL:				718.15
Beery, Elsner & Hammond LLP	1/11/2022	Dec 2021 Legal Svcs	General Fund	Admin	1,925.50
	1/11/2022	Dec 2021 Legal Svcs	General Fund	Police	147.00
	1/11/2022	Dec 2021 Legal Svcs	General Fund	Court	73.50
	TOTAL:				2,146.00
BI-Mart	1/20/2022	Vehicle Maintenance	General Fund	Streets	8.99
	1/20/2022	Christmas Lights	General Fund	Streets	44.97
	1/20/2022	Lights for Christmas Tree	General Fund	Streets	44.97
	1/20/2022	Vehicle Maintenance	Water Fund	Water	8.99
	1/20/2022	Vehicle Maintenance	Sewer Fund	Sewer	8.98
	TOTAL:				116.90
Bretthauer Oil Co.	1/11/2022	Dec 2021 Fuel Charges	General Fund	Police	589.09
	1/11/2022	Dec 2021 Fuel Charges	General Fund	Streets	96.73
	1/11/2022	Dec 2021 Fuel Charges	Water Fund	Water	96.73
	1/11/2022	Dec 2021 Fuel Charges	Sewer Fund	Sewer	96.74
	TOTAL:				879.29
CDW Government	1/20/2022	Dell Monitors, Dell Comput	General Fund	Admin	1,245.91
	1/20/2022	Dell Monitors, Dell Comput	General Fund	Streets	800.00
	1/20/2022	Dell Monitors, Dell Comput	Water Fund	Water	845.91
	1/20/2022	Dell Monitors, Dell Comput	Sewer Fund	Sewer	845.91
	TOTAL:				3,737.73
CIS Trust	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	165.84
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	194.74
	1/3/2022	EMPLOYEE/FAMILY MED INS	General Fund	Admin	98.22

Bill List
December 28, 2021 - January 26, 2022

	1/3/2022	KAI/WILL/CH	General Fund	Admin	34.45
	1/3/2022	LIFE INSURANCE	General Fund	Admin	1.67
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	165.84
	1/3/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	4,000.66
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	191.08
	1/3/2022	EMPLOYEE/FAMILY MED INS	General Fund	Police	2,044.84
	1/3/2022	EMPLOYEE MED INSURANCE	General Fund	Police	792.39
	1/3/2022	KAI/WILL/CH	General Fund	Police	34.45
	1/3/2022	LIFE INSURANCE	General Fund	Police	17.46
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	36.85
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	38.21
	1/3/2022	EMPLOYEE/FAMILY MED INS	General Fund	Court	392.89
	1/3/2022	KAI/WILL/CH	General Fund	Court	7.65
	1/3/2022	LIFE INSURANCE	General Fund	Court	0.61
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Street Improvement	73.71
	1/3/2022	EMPLOYEE/SP MEDICAL INS	State Tax Street F	Street Improvement	372.81
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street F	Street Improvement	422.01
	1/3/2022	EMPLOYEE/FAMILY MED INS	State Tax Street F	Street Improvement	920.18
	1/3/2022	KAI/WILL/CH	State Tax Street F	Street Improvement	15.31
	1/3/2022	LIFE INSURANCE	State Tax Street F	Street Improvement	5.93
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	128.99
	1/3/2022	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	484.65
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	287.43
	1/3/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	460.09
	1/3/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	687.56
	1/3/2022	KAI/WILL/CH	Water Fund	Water	26.79
	1/3/2022	LIFE INSURANCE	Water Fund	Water	7.32
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	128.99
	1/3/2022	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	484.65
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	287.43
	1/3/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	460.09
	1/3/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	687.56
	1/3/2022	KAI/WILL/CH	Sewer Fund	Sewer	26.79
	1/3/2022	LIFE INSURANCE	Sewer Fund	Sewer	7.32
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	36.86
	1/3/2022	EMPLOYEE/SP MEDICAL INS	Storm Drainage	Storm Drainage	149.12
	1/3/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	115.02
	1/3/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	204.48
	1/3/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	98.24
	1/3/2022	KAI/WILL/CH	Storm Drainage	Storm Drainage	7.65
	1/3/2022	LIFE INSURANCE	Storm Drainage	Storm Drainage	2.27
				TOTAL:	14,807.10
Car Quest Auto Parts	1/25/2022	F-250 Maintenance-filters	General Fund	Streets	24.25
	1/25/2022	F-250 Maintenance-filters	Water Fund	Water	24.25
	1/25/2022	F-250 Maintenance-filters	Sewer Fund	Sewer	24.26
				TOTAL:	72.76
Carroll Consulting, LLC	1/11/2022	ZRIse Background Check	General Fund	Police	1,034.68
	1/11/2022	Estrada-Ascencio Backgroun	General Fund	Police	740.00
				TOTAL:	1,774.68
City Sweepers, LLC	1/4/2022	Street Sweeping-Residentia	State Tax Street F	Street Improvement	675.00
				TOTAL:	675.00
City of Salem	1/25/2022	3rd Qtr FY 2021-22 Records	General Fund	Police	1,392.50
				TOTAL:	1,392.50
Columbia Bank Cardmember Services	1/11/2022	paper plates, trash bags	General Fund	Admin	14.39
	1/11/2022	Zoom online Svcs	General Fund	Admin	12.74
	1/11/2022	Souncloud-website maintenance	General Fund	Admin	72.00
	1/11/2022	trash bags, plates, liners	General Fund	Admin	66.47
	1/11/2022	Envelopes for checks	General Fund	Admin	45.60
	1/11/2022	Christmas Tree	General Fund	Admin	119.99
	1/11/2022	Survival Trg- Dan,Carlos Z	General Fund	Police	500.00
	1/11/2022	Radar Signs	General Fund	Streets	995.00

Bill List
December 28, 2021 - January 26, 2022

	1/11/2022	Radar Signs	General Fund	Streets	995.00
	1/11/2022	Council Goodie Bags for school	General Fund	Council	7.84
	1/11/2022	Council Goodie Bags for school	General Fund	Council	25.00
	1/11/2022	Chem Tech Pumps	Water Fund	Water	303.15
	1/11/2022	Return test flow meter-ups	Sewer Fund	Sewer	51.54
	1/11/2022	Chem Tech Pumps	Sewer Fund	Sewer	303.15
				TOTAL:	3,511.87
Correct Equipment	1/11/2022	New Water Meters	Water Fund	Water	3,831.00
				TOTAL:	3,831.00
Cramer Marketing	1/20/2022	6,600 Utility Bills	General Fund	Admin	654.21
				TOTAL:	654.21
Creation Electric, Inc.	1/4/2022	Electrical Enclsre Pump	Water Fund	Water	115.00
	1/4/2022	Labor -Controls - PW	Sewer Fund	Sewer	256.50
				TOTAL:	371.50
Creative Product Sourcing	1/11/2022	DARE Program Supplies	General Fund	Police	572.99
				TOTAL:	572.99
DataVision Cooperative	1/11/2022	Dec 2021 Telephone Charges	General Fund	Admin	499.88
	1/11/2022	Dec 2021 Telephone Charges	General Fund	Police	271.92
	1/11/2022	Dec 2021 Telephone Charges	General Fund	Streets	56.51
	1/11/2022	Dec 2021 Telephone Charges	Water Fund	Water	56.51
	1/11/2022	Dec 2021 Telephone Charges	Sewer Fund	Sewer	56.51
				TOTAL:	941.33
First Net, AT&T Mobility	1/4/2022	Nov 11- Dec 12 Phone Charges	General Fund	Police	46.31
	1/25/2022	Dec 12 - Jan 11 Phone Charges	General Fund	Police	46.21
	1/4/2022	Nov 12- Dec 11 Phone Charges	General Fund	Streets	49.08
	1/25/2022	Dec 12- Jan 11 Phone Charges	General Fund	Streets	49.00
	1/4/2022	Nov 12- Dec 11 Phone Charges	Water Fund	Water	49.08
	1/25/2022	Dec 12- Jan 11 Phone Charges	Water Fund	Water	49.00
	1/4/2022	Nov 12- Dec 11 Phone Charges	Sewer Fund	Sewer	49.08
	1/25/2022	Dec 12- Jan 11 Phone Charges	Sewer Fund	Sewer	49.00
				TOTAL:	386.76
G.W. Hardware	1/4/2022	Utility Hook - CH	General Fund	Admin	11.99
	1/4/2022	CH Flag Pole	General Fund	Streets	37.95
	1/20/2022	nuts, bolts,screws-park sw	General Fund	Court	72.27
	1/4/2022	Wet well maintenance-PW	Sewer Fund	Sewer	139.04
				TOTAL:	261.25
GT Excavating, LLC	1/25/2022	Level Sensor Install	Sewer Fund	Sewer	825.00
				TOTAL:	825.00
Garten Services, Inc.	1/4/2022	Conv Container Fee- Shred	General Fund	Police	5.00
				TOTAL:	5.00
Grove, Mueller & Swank	1/4/2022	2020-21 Audit Svcs -Final	General Fund	Admin	2,250.00
				TOTAL:	2,250.00
HRA VEBA Plan	1/3/2022	HRA VEBA Contribution	General Fund	Admin	18.51
	1/3/2022	HRA VEBA Contribution	General Fund	Police	51.59
	1/3/2022	HRA VEBA Contribution	General Fund	Court	10.49
	1/3/2022	HRA VEBA Contribution	State Tax Street F	Street Improvement	47.23
	1/3/2022	HRA VEBA Contribution	Water Fund	Water	50.74

Bill List
December 28, 2021 - January 26, 2022

	1/3/2022	HRA VEBA Contribution	Sewer Fund	Sewer	50.74
	1/3/2022	HRA VEBA Contribution	Storm Drainage	Storm Drainage	15.70
				TOTAL:	245.00
Harden Psychological Associates, P.C.	1/20/2022	Group Dbrfng-Dahlberg, Marston	General Fund	Admin	225.00
				TOTAL:	225.00
Hubbard Cleaners	1/11/2022	12/01-12/31/21 Dry Cleaner	General Fund	Police	46.00
				TOTAL:	46.00
Industrial Welding Supply	1/20/2022	cart, cylinder, metals- PW	General Fund	Streets	536.67
	1/20/2022	cart, cylinder, metals- PW	Water Fund	Water	536.67
	1/20/2022	cart, cylinder, metals- PW	Sewer Fund	Sewer	536.66
				TOTAL:	1,610.00
Instrumart	1/4/2022	Controls-WW transmitter	Sewer Fund	Sewer	1,138.61
				TOTAL:	1,138.61
Internal Revenue Service	1/3/2022	FICA	General Fund	Admin	207.72
	1/3/2022	MEDICARE	General Fund	Admin	48.58
	1/3/2022	FICA	General Fund	Police	2,229.87
	1/3/2022	MEDICARE	General Fund	Police	521.50
	1/3/2022	FICA	General Fund	Court	85.74
	1/3/2022	MEDICARE	General Fund	Court	20.05
	1/3/2022	FICA	State Tax Street F	Street Improvement	420.37
	1/3/2022	MEDICARE	State Tax Street F	Street Improvement	98.31
	1/3/2022	FICA	Water Fund	Water	448.36
	1/3/2022	MEDICARE	Water Fund	Water	104.87
	1/3/2022	FICA	Sewer Fund	Sewer	448.36
	1/3/2022	MEDICARE	Sewer Fund	Sewer	104.87
	1/3/2022	FICA	Storm Drainage	Storm Drainage	142.79
	1/3/2022	MEDICARE	Storm Drainage	Storm Drainage	33.38
				TOTAL:	4,914.77
Johnson Engine Service	1/20/2022	Unit3-100 Ddg Chrgr,oil filter	General Fund	Police	89.33
				TOTAL:	89.33
League of Oregon Cities	1/11/2022	Public Works 101-Ddahlberg	General Fund	Admin	99.00
				TOTAL:	99.00
Les Schwab	1/11/2022	2017 Ford Exp-wheels	General Fund	Police	187.92
				TOTAL:	187.92
Long Bros. Building Supply	1/4/2022	gas killer 4pk, facet fits	General Fund	Parks Department	182.16
	1/4/2022	brass niples, couplings -	Water Fund	Water	24.96
	1/4/2022	gas killer 4pk, facet fits	Water Fund	Water	17.98
				TOTAL:	225.10
Mid-Willamette Valley COG	1/4/2022	Nov 2021 Associate Plannin	General Fund	Admin	202.50
	1/25/2022	Dec 2021 Assoc. Planning	General Fund	Admin	135.00
				TOTAL:	337.50
Moonlight Maintenance	1/4/2022	Dec 2021 Janitorial Service	General Fund	Admin	398.00
				TOTAL:	398.00
NW Natural Gas	1/20/2022	Dec 2021 Heating-CH	General Fund	Admin	230.82
	1/20/2022	Dec 2021 Heating-PD	General Fund	Police	8.42
				TOTAL:	239.24

Bill List
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Northstar Chemical	1/4/2022	Sodium Bisulfite - 38%	Sewer Fund	Sewer	546.16
				TOTAL:	546.16
One Call Concepts	1/4/2022	December 2021 Locate Tickets	Water Fund	Water	25.65
				TOTAL:	25.65
Oregon Association Chiefs of Police	1/25/2022	Mmbrshp Renewal- 01/23/202	General Fund	Police	175.00
				TOTAL:	175.00
Oregon Association of Clean Water Agen	1/11/2022	2022 Membership Dues	Sewer Fund	Sewer	230.00
				TOTAL:	230.00
Oregon Department of Revenue	1/3/2022	SUTA	General Fund	Admin	30.15
	1/3/2022	WORKERS COMP	General Fund	Admin	0.75
	1/3/2022	SUTA	General Fund	Police	323.71
	1/3/2022	WORKERS COMP	General Fund	Police	9.18
	1/3/2022	SUTA	General Fund	Court	12.44
	1/3/2022	WORKERS COMP	General Fund	Court	0.42
	1/3/2022	SUTA	State Tax Street F	Street Improvement	61.03
	1/3/2022	WORKERS COMP	State Tax Street F	Street Improvement	2.14
	1/3/2022	SUTA	Water Fund	Water	65.08
	1/3/2022	WORKERS COMP	Water Fund	Water	2.17
	1/3/2022	SUTA	Sewer Fund	Sewer	65.08
	1/3/2022	WORKERS COMP	Sewer Fund	Sewer	2.17
	1/3/2022	SUTA	Storm Drainage	Storm Drainage	20.73
	1/3/2022	WORKERS COMP	Storm Drainage	Storm Drainage	0.65
				TOTAL:	595.70
Oregon Municipal Judges Association	1/11/2022	2022 Annual Dues	General Fund	Court	200.00
				TOTAL:	200.00
PGE	1/11/2022	PGE	General Fund	Admin	110.30
	1/11/2022	PGE	General Fund	Admin	648.72
	1/11/2022	PGE	General Fund	Streets	44.62
	1/11/2022	PGE	General Fund	Streets	23.53
	1/11/2022	PGE	General Fund	Streets	1,361.73
	1/11/2022	PGE	General Fund	Parks Department	17.36
	1/11/2022	PGE	Water Fund	Water	1,818.05
	1/11/2022	PGE	Water Fund	Water	398.78
	1/11/2022	PGE	Sewer Fund	Sewer	1,167.27
	1/11/2022	PGE	Sewer Fund	Sewer	156.25
	1/11/2022	PGE	Sewer Fund	Sewer	3,168.06
	1/11/2022	PGE	Sewer Fund	Sewer	519.21
				TOTAL:	9,433.88
Pacific Office Automation	1/11/2022	Copler Lease - CH	General Fund	Admin	183.10
	1/11/2022	Copler/Lease-PD	General Fund	Police	155.36
				TOTAL:	338.46
Pitney Bowes	1/11/2022	Postage Refill	General Fund	Admin	128.21
	1/11/2022	Postage Refill	General Fund	Police	136.34
	1/11/2022	Postage Refill	Water Fund	Water	56.35
	1/11/2022	Postage Refill	Sewer Fund	Sewer	56.35
				TOTAL:	377.25
Ross Recreation Equipment, Inc.	1/11/2022	Belt Swing Seat	General Fund	Parks Department	214.00
				TOTAL:	214.00

Bill List
December 28, 2021 - January 26, 2022

San Diego Police Equipment, Co.	1/11/2022	.223 55 GR Ballistic Tip/5	General Fund	Police	694.99
				TOTAL:	694.99
Tetra Tech, Inc.	1/11/2022	City Engineering Svcs	General Fund	Streets	350.48
	1/11/2022	City Engineering Svcs	State Tax Street F	Street Improvement	116.83
	1/11/2022	City Engineering Svcs	Water Fund	Water	116.83
	1/11/2022	City Engineering Svcs	Sewer Fund	Sewer	116.83
	1/11/2022	City Engineering Svcs	Storm Drainage	Storm Drainage	1,303.65
				TOTAL:	2,004.62
Trachsel Body & Paint, Inc	1/11/2022	Repair & Refinish Per Estimate	General Fund	Police	1,321.95
	1/25/2022	19-Ford- Repair & Refinish	General Fund	Police	2,108.10
				TOTAL:	3,430.05
US Postal Service	1/11/2022	Water/Sewer Postage Refill	Water Fund	Water	139.00
	1/11/2022	Water/Sewer Postage Refill	Sewer Fund	Sewer	139.00
				TOTAL:	278.00
Vantagepoint Transfer Agents - 3030671	1/3/2022	457B Contribution	General Fund	Police	476.21
				TOTAL:	476.21
Verizon Wireless	1/25/2022	Dec 02-Jan 01 Phone Charge	General Fund	Police	402.52
	1/25/2022	Dec 02-Jan 01 Phone Charge	General Fund	Streets	53.83
	1/25/2022	Dec 02-Jan 01 Phone Charge	Water Fund	Water	53.83
	1/25/2022	Dec 02-Jan 01 Phone Charge	Sewer Fund	Sewer	53.84
				TOTAL:	564.02
Village Print Shop	1/11/2022	Diversion forms & Agreement	General Fund	Admin	441.00
				TOTAL:	441.00
Waterlab Corp.	1/20/2022	Water/Wastewater Testing	Water Fund	Water	70.00
	1/20/2022	Water/Wastewater Testing	Sewer Fund	Sewer	530.00
				TOTAL:	600.00
Xylem Water Solutions U.S.A., Inc.	1/4/2022	Pump Service-Lift Station	Sewer Fund	Sewer	624.00
				TOTAL:	624.00
Yes Graphics	1/11/2022	Annual Financial Rprt Book	General Fund	Admin	52.00
	1/4/2022	Notary Stamp - KQuinn	General Fund	Police	39.00
				TOTAL:	91.00
Zumar Industries	1/20/2022	Stop Signs - PW	General Fund	Streets	654.42
				TOTAL:	654.42
				Grand Total	76,418.39

FUND TOTALS		
100	General Fund	43,666.61
110	State Tax Street Fund	3,230.86
200	Water Fund	12,208.53
210	Sewer Fund	15,181.85
215	Storm Drainage	2,130.54
	Grand Total	76,418.39

Gervais Parks & Recreation Committee Council Update

DATE: January 25, 2022

TIME: 6:30 - 7:30

- Old Business: Had a meeting with the Sacred Heart Council & they seemed intrigued and asked lots of questions. They will let us know but we do not expect to hear back from them until after their next meeting at the earliest. It was suggested that we plan a field trip and invite the father & council to a local skate park to see the kids skating so they can “see” what a Skate Park looks like.
- New Business:
 - During January Council meeting asked / received a consensus for \$45,000 additional grant funds
 - John Harvey mentioned that a loan might be an option?
 - City Manager will write a grant for the park & will need specifics when we know the information (location, size & features).
 - Open Discussion: Grants are not guarantee & may not be available when we are ready to build so we may need to do some fundraising. Skate Park max size 4,000 sq ft, anything bigger would be out of our price range. Features brought up were wave bumps, bowl, half pipe, rails, ledges & fun box ledges are on the wish list.
 - Viewed a PowerPoint of empty streets / property, Open discussion that we present all options to City Council, We will wait on Sacred Hearts decision to present to City Council.
 - Fundraising: Was discussed during the council meeting that Councilors would like to see the committee do some fundraising to contribute to some of the cost of the park.
 - Circus: Committee committed to selling tickets / taking tickets for the Circus in May. More details will be coming as Laura gets them
 - July 4th: Committee committed to having a table to promote Parks & Rec's. We could sell cold drinks & desserts like strawberry shortcake, fried indian bread were some suggestions. We can decide when it is closer to what is available
 - City Clean-up: Would be volunteering but we can represent our committee & help out.
 - 3x3 ½ court Basketball tournament Open discussion: Was discussed & decided it would be an excellent opportunity for fundraising. It was decided that Summer would be the best time either one day or weekend tournament it would depend on how many teams signed up, Laura will check with the City Manager / Council on how we would shut down a street for the event. It was suggested that we could get community hoops for the courts. Also discussed about having a table selling food, snacks and drinks so that we could keep the money in Gervais versus having outside vendors. Normally with your registration you get a participation t-shirt & medals to the first, second & third place in each division. It was suggested that we talk to the High School Basketball coaches to get volunteers for the court monitors since the graduating seniors do have a community service requirement.

RESOLUTION NO. 22-001
AUTHORIZING A LOAN FROM THE SPECIAL PUBLIC WORKS FUND
BY ENTERING INTO A FINANCING CONTRACT
WITH THE OREGON INFRASTRUCTURE FINANCE AUTHORITY

The City Council (the "Governing Body") of the City of Gervais (the "Recipient") finds:

- A. The Recipient is a "municipality" within the meaning of Oregon Revised Statutes 285B.410(9).
- B. Oregon Revised Statutes 285B.410 through 285B.482 (the "Act") authorize any municipality to file an application with the Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD") to obtain financial assistance from the Special Public Works Fund.
- C. The Recipient has filed an application with the OBDD to obtain financial assistance for a "development project" within the meaning of the Act.
- D. The OBDD has approved the Recipient's application for financial assistance from the Special Public Works Fund pursuant to the Act.
- E. The Recipient is required, as a prerequisite to the receipt of financial assistance from the OBDD, to enter into a Financing Contract with the OBDD, number L22002, substantially in the form attached hereto as Exhibit 1. The project is described in Exhibit C to that Financing Contract (the "Project").
- F. Notice relating to the Recipient's consideration of the adoption of this Resolution was published in full accordance with the Recipient's charter and laws for public notification.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Recipient as follows:

1. Financing Loan Authorized. The Governing Body authorizes the City Manager (the "Authorized Officer") to execute on behalf of Recipient the Financing Contract and such other documents as may be required to obtain financial assistance (the "Financing Documents"), including a loan from the OBDD, on such terms as may be agreed upon between the Authorized Officer and OBDD, on the condition that the principal amount of the loan from the OBDD to the Recipient is not in excess of \$235,300 and an interest rate of 0% per annum a percent deemed reasonable by the Authorized Officer and in the best interest of the Recipient. The proceeds of the loan from the OBDD will be applied solely to the "Costs of the Project" as such term is defined in the Financing Contract.

2. Sources of Repayment. Amounts payable by the Recipient are payable from the sources described in section 4 of the Financing Contract and the Oregon Revised Statutes Section 285B.437(3) which include:

- (a) The revenues of the project, including special assessment revenues;
- (b) Amounts withheld under ORS 285B.449 (1);
- (c) The general fund of the Recipient; or
- (d) Any other source.

Reimbursement Bonds. The Recipient may make certain expenditures on the Project prior to the date the Financing Contract is executed with OBDD or the date the State of Oregon issues any bonds to fund the loan. The Recipient hereby declares its intent to seek reimbursement of such expenditures with amounts received from the OBDD pursuant to the Financing Contract, but only as permitted by OBDD policy, the Financing Contract, and federal tax regulations. Additionally, the Recipient understands that the OBDD may fund or reimburse itself for the funding of amounts paid to the Recipient pursuant to the Financing Documents with the proceeds of bonds issued by the State of Oregon pursuant to the Act.

This Resolution constitutes "official intent" within the meaning of 26 C.F.R. §1.150-2 of the income tax regulations promulgated by the United States Department of the Treasury.

Duly passed by the Gervais City Council this 3rd day of February, 2022.

City of Gervais, OR

Annie Gilland, Mayor

ATTEST:

Denise Dahlberg, City Recorder



January 14, 2022

The Honorable Annie Gilland, Mayor
c/o Susie Marston, City Manager
City of Gervais
592 4th Street
Gervais, OR 97026

RE: Amended Award for Special Public Works Fund, Poplar Tree Farm Repair and Replacement, Project Number L22002

Dear Mayor Gilland:

We are pleased to inform you that your request to increase your award by \$44,800 has been approved, the amended award consists of an interim loan of \$235,300.

We will revise the contract documents to reflect the increased award and revisions to the scope of work, the contract documents will be sent to you shortly for your review and signature.

If you have any questions, please contact me at 503-856-2483 or Michelle.Bilberry@biz.oregon.gov

Sincerely,

Michelle Bilberry

Michelle Bilberry, Regional Project Manager
Business Oregon

c: Arthur Chaput, Regional Development Office

SPECIAL PUBLIC WORKS FUND DEVELOPMENT PROJECT
INTERIM FINANCING CONTRACT

Project Name: Poplar Tree Farm Repair and Replacement

Project Number: L22002

This interim financing contract ("Contract"), dated as of the date the Contract is fully executed, is made by the State of Oregon, acting by and through its Oregon Infrastructure Finance Authority of the Business Development Department ("OBDD"), and the City of Gervais, OR ("Recipient") for financing of the project referred to above and described in Exhibit C ("Project"). This Contract becomes effective only when fully signed and approved as required by applicable law. Capitalized terms not defined in section 1 and elsewhere in the body of the Contract have the meanings assigned to them by Exhibit A.

This Contract includes the following exhibits, listed in descending order of precedence for purposes of resolving any conflict between two or more of the parts: the Contract, then

Exhibit A	General Definitions
Exhibit B	Security
Exhibit C	Project Description
Exhibit D	Project Budget

SECTION 1 - KEY TERMS

The following capitalized terms have the meanings assigned below.

"Estimated Project Cost" means \$190,500. ~~\$ 190,500~~ \$ 235,300

"Loan Amount" means \$190,500. ~~\$ 190,500~~ \$ 235,300

"Interest Rate" means 0%.

"Maturity Date" means the earlier of 3 years plus 90 days after the date of this Contract, or the receipt of Refunding Proceeds by either party.

"Project Closeout Deadline" means 90 days after the earlier of the Project Completion Date or the Project Completion Deadline.

"Project Completion Deadline" means 36 months after the date of this Contract.

SECTION 2 - FINANCIAL ASSISTANCE; PARTIAL CONVERSION TO A GRANT

The OBDD shall provide Recipient, and Recipient shall accept from OBDD, financing for the Project as a non-revolving loan (the "Loan") in an aggregate principal amount not to exceed the Loan Amount. The aggregate total of Financing Proceeds disbursed under this Contract cannot exceed the Costs of the Project.

The Recipient has applied to the U.S. Federal Emergency Management Agency ("FEMA") for disaster grant funding to pay the Costs of the Project, and if such funding is not awarded, the Recipient shall pay the Loan according to the terms of this Contract. In such case, the Recipient may request that OBDD refinance this interim loan as a long-term loan, and OBDD, at its sole discretion, may refinance this interim loan as a long-term loan, according to loan terms that it may determine.

If FEMA provides federal disaster grant funding under disaster declaration number 4562-DR-FEMA for any portion of the Costs of the Project, such grant funding constitutes Refunding Proceeds and must be applied as a mandatory loan prepayment according to Section 4. If FEMA provides funding, it will cover 75% of costs it determines are eligible; the remaining 25% is a required local match. The principal of the Loan equal to that 25% required local match will be discharged by OBDD and automatically convert to an OBDD grant ("Grant"), subject only to OBDD's receipt and approval of evidence of FEMA's payment (directly or through the Oregon Office of Emergency Management) of any activities described in Exhibit C.

The total amount converted to a Grant cannot exceed the total local matching funds requirement for federal disaster grant funding for the portion of the Project funded by FEMA. Any portion of the Costs of the Project not reimbursed by FEMA or converted to a Grant, remains subject to payment according to Section 4.

If FEMA provides funding, the above-described conversion will be effective without the necessity of executing any further documents. However, at OBDD's request, Recipient shall execute and deliver to OBDD such additional agreements, instruments and documents as OBDD deems necessary to reflect such conversion, including but not limited to an amendment to the Contract.

SECTION 3 - DISBURSEMENTS

- A. Reimbursement Basis. The Financing Proceeds will be disbursed to Recipient on an expense reimbursement or costs-incurred basis. The Recipient must submit each disbursement request for the Financing Proceeds on an OBDD-provided or OBDD-approved disbursement request form ("Disbursement Request").
- B. Financing Availability. The OBDD's obligation to make, and Recipient's right to request, disbursements under this Contract terminates on the Project Closeout Deadline.
- C. Payment to Contractors. The OBDD, in its sole discretion, may make direct payment to suppliers, contractors and subcontractors and others for sums due them in connection with construction of the Project, instead of reimbursing Recipient for those sums.

SECTION 4 - LOAN PAYMENT; PREPAYMENT

- A. Promise to Pay. The Recipient shall repay the Loan and all amounts due under this Contract in accordance with its terms. Payments required under this Contract are, without limitation, payable from the sources of repayment described in the Act and this Contract, including but not limited to Exhibit B, and the obligation of Recipient to make all payments is absolute and unconditional. Payments will not be abated, rebated, set-off, reduced, abrogated, terminated, waived, postponed or otherwise modified in any manner whatsoever. Payments cannot remain unpaid, regardless of any contingency, act of God, event or cause whatsoever, including (without limitation) any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, the taking by eminent domain or destruction of or damage to the Project, commercial frustration of purpose, any change in the laws, rules or regulations of the United States of America or of the State of Oregon or any political subdivision or governmental authority, nor any failure of OBDD to perform any agreement, whether express or implied, or any duty, liability, or obligation arising out of or connected with the Project or this Contract, or any rights of set off, recoupment, abatement or counterclaim that Recipient might otherwise have against OBDD or any other party or parties; provided further, that payments hereunder will not constitute a waiver of any such rights.
- B. No Interest. The Loan is provided at no interest.

- C. Loan Payment. The entire outstanding balance of the Loan is due and payable in full on the Maturity Date.
- D. Loan Prepayments.
- (1) Mandatory Prepayment. The Refunding Proceeds shall be applied to repay the outstanding balance of the Contract. Further, Recipient shall prepay all or part of the outstanding balance of the Loan as may be required by this Contract.
 - (2) Optional Prepayment. The Recipient may prepay all or part of the outstanding balance of the Loan on any day except a Saturday, Sunday, legal holiday or day that banking institutions in Salem, Oregon are closed.
- E. Application of Payments. Regardless of any designation by Recipient, payments and prepayments by Recipient under this Contract or any of the Financing Documents will be applied first to any expenses of OBDD, including but not limited to attorneys' fees, then to the principal of the Loan. In the case of a Loan prepayment that does not prepay all the principal of the Loan, OBDD will determine, in its sole discretion, the method for how the Loan prepayment will be applied to the outstanding principal payments. A scheduled payment received before the scheduled repayment date will be applied on the scheduled repayment date, rather than on the day such payment is received.

SECTION 5 - CONDITIONS PRECEDENT

- A. Conditions Precedent to OBDD's Obligations. The OBDD's obligations are subject to the receipt of the following items, in form and substance satisfactory to OBDD and its Counsel:
- (1) This Contract duly signed by an authorized officer of Recipient.
 - (2) A copy of the ordinance, order or resolution of the governing body of Recipient authorizing the borrowing and the contemplated transactions and the execution and delivery of this Contract and the other Financing Documents.
 - (3) Such other certificates, documents, opinions and information as OBDD may reasonably require.
- B. Conditions to Disbursements. As to any disbursement, OBDD has no obligation to disburse funds unless all following conditions are met:
- (1) There is no Event of Default.
 - (2) The representations and warranties made in this Contract are true and correct on the date of disbursement as if made on such date.
 - (3) The OBDD, in the reasonable exercise of its administrative discretion, has sufficient moneys in the Special Public Works Fund for use in the Project and has sufficient funding, appropriations, limitations, allotments and other expenditure authority to make the disbursement.
 - (4) The OBDD (a) has received a completed Disbursement Request, (b) has received any written evidence of materials and labor furnished to or work performed upon the Project, itemized receipts or invoices for payment, and releases, satisfactions or other signed statements or forms as OBDD may require, (c) is satisfied that all items listed in the Disbursement Request are reasonable and that the costs for labor and materials were incurred and are properly included in the Costs of the Project, and (d) has determined that the disbursement is only for costs defined as eligible costs under the Act and any implementing administrative rules and policies.
 - (5) Any conditions to disbursement elsewhere in this Contract or in the other Financing Documents are met.

SECTION 6 - USE OF FINANCIAL ASSISTANCE

- A. Use of Proceeds. The Recipient shall use the Financing Proceeds only for the activities described in Exhibit C and according to the budget in Exhibit D. The Recipient may not transfer Financing Proceeds among line items in the budget without the prior written consent of OBDD.
- B. Costs of the Project. The Recipient shall apply the Financing Proceeds to the Costs of the Project in accordance with the Act and Oregon law, as applicable. Financing Proceeds cannot be used for costs in excess of one hundred percent (100%) of the total Costs of the Project, and cannot be used for pre-Award Costs of the Project, unless permitted by Exhibit D.
- C. Costs Paid for by Others. The Recipient may not use any of the Financing Proceeds to cover costs to be paid for by other financing for the Project, whether from OBDD or from another State of Oregon agency or any third party.

SECTION 7 - REPRESENTATIONS AND WARRANTIES OF RECIPIENT

The Recipient represents and warrants to OBDD:

- A. Estimated Project Cost, Funds for Repayment. A reasonable estimate of the Costs of the Project is shown in section 1, and the Project is fully funded. The Recipient will have adequate funds available to repay the Loan, and the Maturity Date does not exceed the usable life of the Project.
- B. Organization and Authority.
 - (1) The Recipient is a Municipality under the Act, and validly organized and existing under the laws of the State of Oregon.
 - (2) The Recipient has all necessary right, power and authority under its organizational documents and under Oregon law to (a) execute and deliver this Contract and the other Financing Documents, (b) incur and perform its obligations under this Contract and the other Financing Documents, and (c) borrow and receive financing for the Project.
 - (3) This Contract and the other Financing Documents executed and delivered by Recipient have been authorized by an ordinance, order or resolution of Recipient's governing body, and voter approval, if necessary, that was adopted in accordance with applicable law and requirements for filing public notices and holding public meetings.
 - (4) This Contract and the other Financing Documents have been duly executed by Recipient, and when executed by OBDD, are legal, valid and binding, and enforceable in accordance with their terms.
- C. Full Disclosure. The Recipient has disclosed in writing to OBDD all facts that materially adversely affect the Project, or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents. The Recipient has made no false statements of fact, nor has it omitted information necessary to prevent any statements from being misleading. The information contained in this Contract and the other Financing Documents is true and accurate in all respects.
- D. Pending Litigation. The Recipient has disclosed in writing to OBDD all proceedings pending (or to the knowledge of Recipient, threatened) against or affecting Recipient, in any court or before any governmental authority or arbitration board or tribunal, that, if adversely determined, would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

E. No Events of Default.

- (1) No Events of Default exist or occur upon authorization, execution or delivery of this Contract or any of the Financing Documents.
- (2) The Recipient has not violated, and has not received notice of any claimed violation of, any agreement or instrument to which it is a party or by which the Project or its property may be bound, that would materially adversely affect the Project or the ability of Recipient to make all payments and perform all obligations required by this Contract and the other Financing Documents.

F. Compliance with Existing Agreements and Applicable Law. The authorization and execution of, and the performance of all obligations required by, this Contract and the other Financing Documents will not: (i) cause a breach of any agreement, indenture, mortgage, deed of trust, or other instrument, to which Recipient is a party or by which the Project or any of its property or assets may be bound; (ii) cause the creation or imposition of any third party lien, charge or encumbrance upon any property or asset of Recipient; (iii) violate any provision of the charter or other document pursuant to which Recipient was organized or established; or (iv) violate any laws, regulations, ordinances, resolutions, or court orders related to Recipient, the Project or its properties or operations.

G. Governmental Consent. The Recipient has obtained or will obtain all permits and approvals, and has made or will make all notifications, declarations, filings or registrations, required for the making and performance of its obligations under this Contract and the other Financing Documents, for the financing or refinancing and undertaking and completion of the Project.

SECTION 8 - COVENANTS OF RECIPIENT

The Recipient covenants as follows:

A. Notice of Adverse Change. The Recipient shall promptly notify OBDD of any adverse change in the activities, prospects or condition (financial or otherwise) of Recipient or the Project related to the ability of Recipient to make all payments and perform all obligations required by this Contract or the other Financing Documents.

B. Compliance with Laws. The Recipient shall comply with all applicable laws, rules, regulations and orders of any court or governmental authority that relate to this Contract or the other Financing Documents, and the Project and the operation of the System of which the Project is a component. In particular, but without limitation, Recipient shall comply with the following, as applicable:

- (1) State procurement regulations found in the Oregon Public Contracting Code, ORS chapters 279A, 279B and 279C.
- (2) State labor standards and wage rates found in ORS chapter 279C.
- (3) OAR 123-042-0165 (5) requirements for signs and notifications.

These laws, rules, regulations and orders are incorporated by reference in this Contract to the extent required by law.

C. Project Completion Obligations. The Recipient shall:

- (1) For all uncompleted activities, provide OBDD with copies of all plans and specifications relating to the Project, and a timeline for the bidding/award process, at least ten (10) days before advertising for bids.
- (2) For all uncompleted activities, provide a copy of the bid tabulation, notice of award, and contract to OBDD within ten (10) days after selecting a construction contractor.

- (3) Permit OBDD to conduct inspection of the Project at any time.
 - (4) Complete the Project using its own fiscal resources or money from other sources to pay for any Costs of the Project in excess of the total amount of financial assistance provided pursuant to this Contract.
 - (5) Complete the Project no later than the Project Completion Deadline, unless otherwise permitted by OBDD in writing.
 - (6) Obtain and maintain as-built drawings for all facilities constructed as part of the Project.
- D. Ownership of Project. During the term of the Loan, the Project is and will continue to be owned by Recipient. The Project will be operated by Recipient or by a person under a management contract or operating agreement with Recipient.
- E. Operation and Maintenance of the Project. The Recipient shall operate and maintain the Project in good repair and operating condition so as to preserve the long term public benefits of the Project, including making all necessary and proper repairs, replacements, additions, and improvements during term of the Loan. On or before the Project Closeout Deadline, Recipient shall adopt a plan acceptable to OBDD for the on-going operation and maintenance of the Project without reliance on OBDD financing and furnish OBDD, at its request, with evidence of such adoption. The plan must include measures for generating revenues sufficient to assure the operation and maintenance of the Project during the usable life of the Project.
- F. Insurance, Damage. The Recipient shall maintain, or cause to be maintained, insurance policies with responsible insurers or self-insurance programs, insuring against liability and risk of direct physical loss, damage or destruction of the Project, at least to the extent that similar insurance is customarily carried by governmental units constructing, operating and maintaining similar facilities. Nothing in this provision precludes Recipient from asserting a defense against any party other than OBDD, including a defense of immunity. If the Project or any portion is destroyed, any insurance proceeds will be paid to OBDD and applied to prepay the outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees in writing that the insurance proceeds may be used to rebuild the Project.
- G. Sales, Leases and Encumbrances. Except as specifically described in Exhibit C, Recipient shall not sell, lease, exchange, abandon, transfer or otherwise dispose of any substantial portion of or interest in the Project or any system that provides revenues for payment or is security for the Loan, unless worn out, obsolete, or, in the reasonable business judgment of Recipient, no longer useful in the operation of the Project. Nevertheless, OBDD may consent to such disposition if it has received 90 days' prior written notice from Recipient. Such consent may require assumption by transferee of all of Recipient's obligations under the Financing Documents and payment of OBDD's costs related to such assumption. In the case of sale, exchange, transfer or other similar disposition, Recipient shall, within 30 days of receipt of any proceeds from such disposition, prepay the entire outstanding balance on the Loan in accordance with section 4.D.(1), unless OBDD agrees otherwise in writing. If Recipient abandons the Project, Recipient shall prepay the entire outstanding balance of the Loan immediately upon demand by OBDD.
- H. Condemnation Proceeds. If the Project or any portion is condemned, any condemnation proceeds will be paid to OBDD and applied to prepay the outstanding balance of the Loan in accordance with section 4.D.(1).
- I. Financial Records. The Recipient shall keep accurate books and records for the revenues and funds that are the source of repayment of the Loan, separate and distinct from its other books and records, and maintain them according to generally accepted accounting principles established by the

Government Accounting Standards Board in effect at the time. The Recipient shall have these records audited annually by an independent certified public accountant, which may be part of the annual audit of all records of Recipient.

- J. Inspections; Information. The Recipient shall permit OBDD and any party designated by OBDD: (i) to inspect, at any reasonable time, the property, if any, constituting the Project; and (ii) at any reasonable time, to inspect and make copies of any accounts, books and records, including, without limitation, its records regarding receipts, disbursements, contracts, investments and any other related matters, and financial statements or other documents related to its financial standing. The Recipient shall supply any related reports and information as OBDD may reasonably require. In addition, Recipient shall, upon request, provide OBDD with copies of loan documents or other financing documents and any official statements or other forms of offering prospectus relating to any other bonds, notes or other indebtedness of Recipient that are issued after the date of this Contract.
- K. Records Maintenance. The Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Contract, the Project or the Financing Proceeds for a minimum of six years, or such longer period as may be required by other provisions of this Contract or applicable law, following the Project Closeout Deadline. If there are unresolved issues at the end of such period, Recipient shall retain the books, documents, papers and records until the issues are resolved.
- L. [Reserved]
- M. Disadvantaged Business Enterprises. ORS 200.090 requires all public agencies to “aggressively pursue a policy of providing opportunities for disadvantaged business enterprises, minority-owned businesses, woman-owned businesses, businesses that service-disabled veterans own and emerging small businesses...” The OBDD encourages Recipient in any contracting activity to follow good faith efforts as described in ORS 200.045, available at https://www.oregonlegislature.gov/bills_laws/ors/ors200.html. Additional resources are provided by the Governor’s Policy Advisor for Economic and Business Equity. Also, the Certification Office for Business Inclusion and Diversity at the Oregon Business Development Department maintains a list of certified firms and can answer questions. Search for certified MWESB firms on the web at: <https://oregon4biz.diversitysoftware.com/FrontEnd/VendorSearchPublic.asp>.
- N. Professional Responsibility. A professional engineer or architect, as applicable, registered and in good standing in Oregon, will be responsible for the design and construction of the Project. All service providers retained for their professional expertise must be certified, licensed, or registered, as appropriate, in the State of Oregon for their specialty. The Recipient shall follow standard construction practices, such as bonding requirements for construction contractors, requiring errors and omissions insurance, and performing testing and inspections during construction.
- O. Notice of Default. The Recipient shall give OBDD prompt written notice of any Default as soon as Recipient becomes aware of its existence or reasonably believes a Default is likely.
- P. Indemnity. To the extent authorized by law, Recipient shall defend (subject to ORS chapter 180), indemnify, save and hold harmless OBDD and its officers, employees and agents from and against any and all claims, suits, actions, proceedings, losses, damages, liability and court awards including costs, expenses, and attorneys’ fees incurred related to any actual or alleged act or omission by Recipient, or its employees, agents or contractors; however, the provisions of this section are not to be construed as a waiver of any defense or limitation on damages provided for under Chapter 30 of the Oregon Revised Statutes or under the laws of the United States or other laws of the State of Oregon.

Q. Further Assurances. The Recipient shall, at the request of OBDD, authorize, sign, acknowledge and deliver any further resolutions, conveyances, transfers, assurances, financing statements and other instruments and documents as may be necessary or desirable for better assuring, conveying, granting, assigning and confirming the rights, security interests and agreements granted or intended to be granted by this Contract and the other Financing Documents.

R. Exclusion of Interest from Federal Gross Income and Compliance with Code.

(1) The Recipient shall not take any action or omit to take any action that would result in the loss of the exclusion of the interest on any Lottery Bonds from gross income for purposes of federal income taxation, as governed by Section 103(a) of the Code. OBDD may decline to disburse the Financing Proceeds if it finds that the federal tax exemption of the Lottery Bonds cannot be assured.

(2) The Recipient shall not take any action (including but not limited to the execution of a management agreement for the operation of the Project) or omit to take any action that would cause any Lottery Bonds to be "private activity bonds" within the meaning of Section 141(a) of the Code. Accordingly, unless Recipient receives the prior written approval of OBDD, Recipient shall not permit in excess of ten percent (10%) of either (a) the Financing Proceeds or (b) the Project financed or refinanced with the Financing Proceeds to be directly or indirectly used in any manner that would constitute "private business use" within the meaning of Section 141(b)(6) of the Code, including not permitting more than one half of any permitted private business use to be "disproportionate related business use" or private business use unrelated to the government use of the Financing Proceeds. Unless Recipient receives the prior written approval of OBDD, Recipient shall not directly or indirectly use any of the Financing Proceeds to make or finance loans to persons other than governmental units, as that term is used in Section 141(c) of the Code.

(3) The Recipient shall not directly or indirectly use or permit the use of any of the Financing Proceeds or any other funds, or take any action or omit to take any action, which would cause any Lottery Bonds to be "arbitrage bonds" within the meaning of Section 148(a) of the Code.

(4) The Recipient shall not cause any Lottery Bonds to be treated as "federally guaranteed" for purposes of Section 149(b) of the Code, as may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code. For purposes of this paragraph, any Lottery Bonds will be treated as "federally guaranteed" if: (a) all or any portion of the principal or interest is or will be guaranteed directly or indirectly by the United States of America or any agency or instrumentality thereof, or (b) five percent (5%) or more of the proceeds of the Lottery Bonds will be (i) used in making loans if the payment of principal or interest is guaranteed in whole or in part by the United States of America or any agency or instrumentality thereof, or (ii) invested directly or indirectly in federally insured deposits or accounts, and (c) none of the exceptions described in Section 149(b)(3) of the Code apply.

(5) The Recipient shall assist OBDD to ensure that all required amounts are rebated to the United States of America pursuant to Section 148(f) of the Code. The Recipient shall pay to OBDD such amounts as may be directed by OBDD to satisfy the requirements of Section 148(f) applicable to the portion of the proceeds of any tax-exempt bonds, including any Financing Proceeds or other amounts held in a reserve fund. The Recipient further shall reimburse OBDD for the portion of any expenses it incurs related to the Project that is necessary to satisfy the requirements of Section 148(f) of the Code.

(6) Upon OBDD's request, Recipient shall furnish written information regarding its investments and use of the Financing Proceeds, and of any facilities financed or refinanced therewith, including providing OBDD with any information and documentation that OBDD reasonably determines is necessary to comply with the arbitrage and private use restrictions that apply to the Lottery Bonds.

(7) Notwithstanding anything to the contrary, so long as is necessary to maintain the exclusion from gross income for purposes of federal income taxation of interest on any Lottery Bonds, the covenants contained in this subsection will survive the payment of the Loan and the Lottery Bonds, and the interest thereon, including the application of any unexpended Financing Proceeds. The Recipient acknowledges that the Project may be funded with proceeds of the Lottery Bonds and that failure to comply with the requirements of this subsection could adversely affect any exclusion of the interest on the Lottery Bonds from gross income for federal income tax purposes.

(8) Neither Recipient nor any related party to Recipient, within the meaning of 26 C.F.R. § 1.150-1(b), shall purchase any Lottery Bonds, from which proceeds were used to finance the Project, in an amount related to the amount of the Loan.

SECTION 9 - DEFAULTS

Any of the following constitutes an "Event of Default":

- A. The Recipient fails to make any Loan payment when due.
- B. The Recipient fails to make, or cause to be made, any required payments of principal, redemption premium, or interest on any bonds, notes or other material obligations, for any other loan made by the State of Oregon.
- C. Any false or misleading representation is made by or on behalf of Recipient in this Contract, in any other Financing Document or in any document provided by Recipient related to this Loan or the Project.
- D.
 - (1) A petition, proceeding or case is filed by or against Recipient under any federal or state bankruptcy or insolvency law, and in the case of a petition filed against Recipient, Recipient acquiesces to such petition or such petition is not dismissed within 20 calendar days after such filing, or such dismissal is not final or is subject to appeal;
 - (2) The Recipient files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, liquidation, dissolution, winding-up or composition or adjustment of debts;
 - (3) The Recipient becomes insolvent or bankrupt or admits its inability to pay its debts as they become due, or makes an assignment for the benefit of its creditors;
 - (4) The Recipient applies for or consents to the appointment of, or taking of possession by, a custodian (including, without limitation, a receiver, liquidator or trustee) of Recipient or any substantial portion of its property; or
 - (5) The Recipient takes any action for the purpose of effecting any of the above.
- E. The Recipient defaults under any other Financing Document and fails to cure such default within the applicable grace period.
- F. The Recipient fails to perform any obligation required under this Contract, other than those referred to in subsections A through E of this section 9, and that failure continues for a period of 30 calendar days after written notice specifying such failure is given to Recipient by OBDD. The OBDD may

agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action.

SECTION 10 - REMEDIES

- A. Remedies. Upon any Event of Default, OBDD may pursue any or all remedies in this Contract or any other Financing Document, and any other remedies available at law or in equity to collect amounts due or to become due or to enforce the performance of any obligation of Recipient. Remedies may include, but are not limited to:
- (1) Terminating OBDD's commitment and obligation to make any further disbursements of Financing Proceeds under the Contract.
 - (2) Declaring all payments under the Contract and all other amounts due under any of the Financing Documents immediately due and payable, and upon notice to Recipient the same become due and payable without further notice or demand.
 - (3) Barring Recipient from applying for future awards.
 - (4) Withholding amounts otherwise due to Recipient for application to the payment of amounts due under this Contract, including as provided in ORS 285B.449.
 - (5) Foreclosing liens or security interests pursuant to this Contract or any other Financing Document.
- B. Application of Moneys. Any moneys collected by OBDD pursuant to section 10.A will be applied first, to pay any attorneys' fees and other fees and expenses incurred by OBDD; ; then, to pay principal due on the Loan; and last, to pay any other amounts due and payable under this Contract or any of the Financing Documents.
- C. No Remedy Exclusive; Waiver; Notice. No remedy available to OBDD is intended to be exclusive, and every remedy will be in addition to every other remedy. No delay or omission to exercise any right or remedy will impair or is to be construed as a waiver of such right or remedy. No single or partial exercise of any right power or privilege under this Contract or any of the Financing Documents will preclude any other or further exercise thereof or the exercise of any other such right, power or privilege. The OBDD is not required to provide any notice in order to exercise any right or remedy, other than notice required in section 9 of this Contract.
- D. Default by OBDD. In the event OBDD defaults on any obligation in this Contract, Recipient's remedy will be limited to injunction, special action, action for specific performance, or other available equitable remedy for performance of OBDD's obligations.

SECTION 11 - MISCELLANEOUS

- A. Time is of the Essence. The Recipient agrees that time is of the essence under this Contract and the other Financing Documents.
- B. Relationship of Parties; Successors and Assigns; No Third Party Beneficiaries.
- (1) The parties agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
 - (2) Nothing in this Contract gives, or is to be construed to give, directly or indirectly, to any third persons any rights and benefits greater than those enjoyed by the general public.

- (3) This Contract will be binding upon and inure to the benefit of OBDD, Recipient, and their respective successors and permitted assigns.
- (4) The Recipient may not assign or transfer any of its rights or obligations or any interest in this Contract or any other Financing Document without the prior written consent of OBDD. The OBDD may grant, withhold or impose conditions on such consent in its sole discretion. In the event of an assignment, Recipient shall pay, or cause to be paid to OBDD, any fees or costs incurred because of such assignment, including but not limited to attorneys' fees of OBDD's Counsel and Bond Counsel. Any approved assignment is not to be construed as creating any obligation of OBDD beyond those in this Contract or other Financing Documents, nor does assignment relieve Recipient of any of its duties or obligations under this Contract or any other Financing Documents.
- (5) The Recipient hereby approves and consents to any assignment, sale or transfer of this Contract and the Financing Documents that OBDD deems to be necessary.

C. Disclaimer of Warranties; Limitation of Liability. The Recipient agrees that:

- (1) The OBDD makes no warranty or representation, either express or implied, as to the value, design, condition, merchantability or fitness for particular purpose or fitness for any use of the Project or any portion of the Project, or any other warranty or representation.
- (2) The liability of the OBDD under this Contract is contingent upon the availability of moneys in the Special Public Works Fund for use in the project, and in no event are OBDD or its agents liable or responsible for any direct, indirect, incidental, special, consequential or punitive damages in connection with or arising out of this Contract or the existence, furnishing, functioning or use of the Project.

D. Notices and Communication. Except as otherwise expressly provided in this Contract, any communication between the parties or notices required or permitted must be given in writing by personal delivery, email, or by mailing the same, postage prepaid, to Recipient or OBDD at the addresses set forth below, or to such other persons or addresses that either party may subsequently indicate pursuant to this Section.

Any communication or notice by personal delivery will be deemed effective when actually delivered to the addressee. Any communication or notice so addressed and mailed will be deemed to be received and effective five (5) days after mailing. Any communication or notice given by email becomes effective 1) upon the sender's receipt of confirmation generated by the recipient's email system that the notice has been received by the recipient's email system or 2) the recipient's confirmation of receipt, whichever is earlier. Notwithstanding this provision, the following notices may not be given by email: notice of default or notice of termination.

If to OBDD: Assistant Director
 Economic Development
 Oregon Business Development Department
 775 Summer Street NE Suite 200
 Salem OR 97301-1280

If to Recipient: City Manager
 City of Gervais
 592 4th St (mailing address-Po Box 329)
 Gervais, OR 97026

E. No Construction against Drafter. This Contract is to be construed as if the parties drafted it jointly.

- F. Severability. If any term or condition of this Contract is declared by a court of competent jurisdiction as illegal, invalid or unenforceable, that holding will not invalidate or otherwise affect any other provision.
- G. Amendments, Waivers. This Contract may not be amended without the prior written consent of OBDD (and when required, the Department of Justice) and Recipient. This Contract may not be amended in a manner that is not in compliance with the Act. No waiver or consent is effective unless in writing and executed by the party against whom such waiver or consent is sought to be enforced. Such waiver or consent will be effective only in the specific instance and for the specific purpose given.
- H. Attorneys' Fees and Other Expenses. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, the prevailing party in any dispute arising from this Contract is entitled to recover its reasonable attorneys' fees and costs at trial and on appeal. Reasonable attorneys' fees cannot exceed the rate charged to OBDD by its attorneys. The Recipient shall, on demand, pay to OBDD reasonable expenses incurred by OBDD in the collection of Loan payments.
- I. Choice of Law; Designation of Forum; Federal Forum. The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Contract, including, without limitation, its validity, interpretation, construction, performance, and enforcement.
- Any party bringing a legal action or proceeding against any other party arising out of or relating to this Contract shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County (unless Oregon law requires that it be brought and conducted in another county). Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.
- Notwithstanding the prior paragraph, if a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the District of Oregon. This paragraph applies to a claim brought against the State of Oregon only to the extent Congress has appropriately abrogated the State of Oregon's sovereign immunity and is not consent by the State of Oregon to be sued in federal court. This paragraph is also not a waiver by the State of Oregon of any form of defense or immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.
- J. Integration. This Contract (including all exhibits, schedules or attachments) and the other Financing Documents constitute the entire agreement between the parties on the subject matter. There are no unspecified understandings, agreements or representations, oral or written, regarding this Contract.
- K. Execution in Counterparts. This Contract may be signed in several counterparts, each of which is an original and all of which constitute one and the same instrument.

The Recipient, by its signature below, acknowledges that it has read this Contract, understands it, and agrees to be bound by its terms and conditions.

SIGNATURE PAGE FOLLOWS



STATE OF OREGON
acting by and through its
Oregon Infrastructure Finance Authority
of the Business Development Department



CITY OF GERVAYS

By: _____
Chris Cummings, Assistant Director
Economic Development

By: _____
The Honorable Annie Gilland,
Mayor of Gervais

Date: _____

Date: _____

APPROVED AS TO LEGAL SUFFICIENCY IN ACCORDANCE WITH ORS 291.047:

/s/ Wendy Johnson per email dated 8 Sep 2021
Wendy Johnson, Senior Assistant Attorney General

EXHIBIT A - GENERAL DEFINITIONS

As used in this Contract, the following terms have the meanings below.

"Act" means ORS 285B.410 through 285B.482, as amended.

"Award" means the award of financial assistance to Recipient by OBDD dated 5 Mar 2021.

"C.F.R." means the Code of Federal Regulations.

"Code" means the Internal Revenue Code of 1986, as amended, including any implementing regulations and any administrative or judicial interpretations.

"Costs of the Project" means Recipient's actual costs (including any financing costs properly allocable to the Project) that are (a) reasonable, necessary and directly related to the Project, (b) permitted by generally accepted accounting principles to be Costs of the Project, and (c) are eligible or permitted uses of the Financing Proceeds under applicable state or federal statute and rule.

"Counsel" means an attorney at law or firm of attorneys at law duly admitted to practice law before the highest court of any state, who may be of counsel to, or an employee of, OBDD or Recipient.

"Financing Documents" means this Contract and all agreements, instruments, documents and certificates executed pursuant to or in connection with OBDD's financing of the Project.

"Financing Proceeds" means the proceeds of the Loan.

"Lottery Bonds" means any bonds issued by the State of Oregon that are special obligations of the State of Oregon, payable from unobligated net lottery proceeds, together with any refunding bonds, used to finance or refinance the Project through the initial funding or refinancing of all or a portion of the Loan.

"Municipality" means any entity described in ORS 285B.410(8).

"ORS" means the Oregon Revised Statutes.

"Project Completion Date" means the date on which Recipient completes the Project.

"Refunding Proceeds" means any payment for Costs of the Project that become available to Recipient from the U.S. Federal Emergency Management Agency.

"System" means Recipient's wastewater system, which includes the Project or components of the Project, as it may be modified or expanded from time to time.

EXHIBIT B - SECURITY

- A. General Fund Pledge. The Recipient pledges its full faith and credit and taxing power within the limitations of Article XI, sections 11 and 11 b, of the Oregon Constitution to pay the amounts due under this Contract. All amounts due under this Contract are payable from all legally available funds of Recipient.
- B. Refunding Proceeds. The outstanding principal of the Loan shall be payable from any Refunding Proceeds. The Recipient hereby grants to OBDD a security interest in and irrevocably pledges the Refunding Proceeds to pay all of the obligations owed by Recipient to OBDD under this Contract. The Refunding Proceeds pledged and hereafter received by Recipient will be immediately subject to the lien of this pledge without physical delivery or further act, and the lien of this pledge will be superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Refunding Proceeds complies with, and is valid and binding from the effective date of this Contract as described in, ORS 287A.310.
- C. Pledge of Net Revenues of the System.
1. All payment obligations under this Contract and the other Financing Documents are payable from the revenues of Recipient's System after payment of operation and maintenance costs of the System ("Net Revenues"). The Recipient irrevocably pledges and grants to OBDD a security interest in the Net Revenues to pay all of Recipient's obligations under this Contract and the other Financing Documents. The Net Revenues pledged pursuant to the preceding sentence and received by Recipient will immediately be subject to the lien of this pledge without physical delivery, filing or further act, and the lien of this pledge is superior to all other claims and liens to the fullest extent permitted by ORS 287A.310. The Recipient represents and warrants that this pledge of Net Revenues complies with, and is valid and binding from the date of this Contract as described in, ORS 287A.310.

EXHIBIT C - PROJECT DESCRIPTION

Project activities include the following infrastructure improvements, each applied for funding by Recipient under FEMA Disaster Declaration #4599-DR-OR; all activities will occur at the tree farm located at 13307 Portland Rd NE, Gervais, OR:

- FEMA Project #466914: purchase and installation of temporary irrigation lines
- FEMA Project #466915: remove damaged trees and replant
- FEMA Project #466916: replace irrigation lines
- FEMA Project #466918: emergency work to clear debris to allow for placement of temporary irrigation lines

EXHIBIT D - PROJECT BUDGET

	OBDD Funds	Other / Matching Funds
Activity	Approved Budget	Approved Budget
Engineering	\$3,000	
Construction	\$150,000	
Construction Contingency	\$22,500	
"Pre-Award" Temporary Irrigation Installation	\$15,000	
Total	\$190,500	\$0

City of Gervais
Activity Tracker
Last Updated: December 23, 2021

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
1	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.
2	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.
3	10/21/21	Ordinance updates: Parking, noise, livestock	Need updates for yard parking, noise and livestock.	Susie and Mark	Council reviewed relevant ordinances at 10/21/21 worksession. Suggested revisions will be sent to city attorney for review. Staff will bring back to council for approval by March.
4	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?
5	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.
6	20/21 Budget	Generator for lagoon	Replace old generator that doesn't operate.	John	Generator was ordered in early October, 2021. Allow 30 weeks to get here. ETA is 9/28/2022.

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City of Gervais
Activity Tracker
Last Updated: December 23, 2021

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
7	12/3/2020	Shared use building with Woodburn Fire	Provide fire apparatus in Gervais to decrease response times.	Susie/John	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.
8	02/2021	WWTP Poplar Tree Crop Restoration (Part of City's natural infrastructure, integral to the wastewater treatment system)	February, 2021 ice storm damaged poplar tree farm at wastewater lagoons. Near complete loss.	John/Susie	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 Business Oregon. Onsite FEMA inspection 11/18/21. An insurance claim has been submitted to CIS after learning that City of Woodburn is now getting coverage through them. Currently under review.
9	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.
10	11/4/21	Grove/7 th Sidewalk and Street Improvements	Improve accessibility near Ivy Woods Subdivision	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.
11	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 20th worksession to assist. Contract needs to be approved at 1/6 council meeting.
12	10/2021	Skate Park	Youth requested	Ad Hoc	Assigned to Ad Hoc Committee at the October council

City of Gervais
Activity Tracker
Last Updated: December 23, 2021

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
			council to build a skate park	Committee	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.
13	08/2020	Douglas Crosswalks/Elementary Sidewalk (Safe Routes to School 2020)	Student safety	John	Marion County is currently reviewing the project as of 10/21/21.
14	12/2020	Juniper/7 th Street-Close 8th St entry/exit to Ivy (SCA 2020)	Traffic safety	John	Marion County is currently reviewing the project as of 10/21/21.
15	Summer 2020	Sam Brown House	Relocate house inside Gervais city limits	John/Susie	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.
16	11/04/21	Circus	Community entertainment	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.
17	Ongoing	CERT Training	Emergency Preparedness	Council	In progress. Training TBD.
18	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. See note above for Ad Hoc Committee.
19	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.
20	04/2021	Discussion on using ARPA	American Rescue	Susie/Council	Introduced at 4/1/21 council meeting. Received

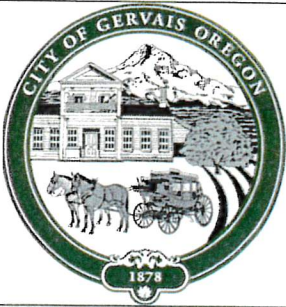
City of Gervais
Activity Tracker
Last Updated: December 23, 2021

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
		Funds	Plan Act		\$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
21	12/2/21	Dial-a-Ride/Cherriots for senior citizens	Assisting seniors with transportation	Council	Councilor Harvey offered to check on this for Gervais.
22	12/2/21	Veterans Memorial Wall	Honor Veterans	Council	Councilor Gonzalez researching.

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

GERVAIS CITY COUNCIL STAFF REPORT TO THE HONORABLE MAYOR AND CITY COUNCILORS

	Agenda Item No.:	Topic:
	12 a	Spring Clean-Up
	Agenda Type:	
	New Business	
	Meeting Date:	
	February 3, 2022	
		Prepared by:
		Susie Marston

Denise and I have been in contact with Republic Services regarding the annual spring clean-up. They are proposing April 23rd for the event.

This clean-up traditionally has been organized by the city council. We'll be looking to the council for direction on how to move forward with planning this. In other words, does council still want to organize, or would you like staff to take care of it? Either way, volunteers will be needed for the actual event.

It will be great to have this back in the community this year. Looking forward to the discussion.

From: Harvey, Joshua (<mailto:Harvey3@republicservices.com>)
Sent: Wednesday, January 26, 2022 3:54 PM
To: Denise Dahlberg
Subject: RE: Annual Gervais Spring Clean Up

Good afternoon Denise,

Traditionally we have done this event around Earth Day, which falls on April 22nd. How does Saturday April 23rd work for you? If that doesn't work we can make almost any Saturday work. Just let me know and we will set it up.

Thanks

Josh Harvey
Operations Manager – Marion County

2215 N Front Street
Woodburn, OR 97071
jharvey3@republicservices.com
503-383-7426
503-404-4149
www.Republicservices.com





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: January 27, 2022
To: Mayor and City Council
From: Susie Marston, City Manager
Re: City Manager Staff Report for February 3, 2022

Update on notable activities since January 13, 2022:

Meeting Dates with Gervais School Board

Dandy Stevens checked with the school board on potential dates for a joint meeting of the city council and school board:

March 7 – Everyone from the school board will be available
April 7 – All but one Board member will be available

If the council would like to schedule for either of these dates, we will coordinate with Dandy.

Look at SRTS report – share with council?

Saturday Market

I've been invited to a meeting with school district members (Dandy included) to discuss organizing a Saturday Market. I'll report more information at the council meeting.

Follow-up from 1/13 Council Meeting

I notified Renee Willer, Datavision, that the City wants to renew the telephone franchise, and I have engaged the City Attorney for assistance.

I sent a letter to the property owner of the building on 4th and Elm expressing interest for the 1902 sign on the front of the building and the bricks.

I attended a meeting at Sacred Heart with Mayor Gilland and Laura Clifton on January 18th with regard to the discussion on park space.

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

February 2022 Council Report

Reporting period between December 1, 2021 through December 31, 2021	
<u>Calls of service/CAD reports</u>	256
<u>Arrests</u>	1
<u>Traffic offenses</u>	28
<u>Traffic written warnings</u>	35
<u>Assist Agencies outside City limits</u>	3
<u>Assist Agencies inside City limits</u>	3

- **D.A.R.E. Classes-** We graduated fifty-eight 5th graders from the Gervais Elementary School on January 12, 2022. Since parents and visitors were not allowed (COVID 19), we graduated the individual classrooms for each of the three classes. We had a lot of fun and the kids presented several hand-made thankyou cards to SSO West and the police department.
- **Student Success Officer:** The Gervais School students put together a very nice video regarding their support and appreciation for SSO West position. They made the video for SRO appreciation day. We sent the link out the Mayor and Council and City staff.
- **Administrative Aide-** Ofc. Kristen Quinn continues to fill the position part-time, working twenty hours a week. Her hours will be changing slightly in February to Tues-Friday 830am-130pm. We are continuing to evaluate the need to fill this position full-time.
- **New Officer-** Officer Kathy Estrada- Ascencio first day with Gervais is January 27, 2022. Kathy was working for the State of Oregon at McLaren and graduated from Chemeketa Community College, L.E.R.E -Law Enforcement Related Experience in 2021. Kathy has volunteered for both the Salem Police Department and the Marion County Sheriff's Office and speaks fluent Spanish.

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

- Mark J. Chase, Chief of Police.



CITY OF GERVAIS

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Gervais Public Works Council Report For the Month of January 2022

Tree Farm Update: Matt Bostrom with Advanced Land Management met with Public Works to start the tree farm harvest. With decent weather the project should start in a couple of weeks. To minimize damage to the soil they will start in areas close to the haul road. Weather will be a big factor in how fast they can proceed.

The new fence at the Ivy Woods retention pond is completed. There is still a small section of wooden fence that needs to be installed and that is on the contractor to install. This should be completed in a couple of weeks.

Laura Clifton reached out with some information on park lighting which is still in review.

The new swings have been installed in the Black Walnut Park.

The new pressure level was installed in the 4th Street Lift Station.

The Elm Street Park was vandalized with graffiti but has been removed. This incident was reported to the Police Department.

John Robinson

Public Works Superintendent

This month we had higher than normal rainfall. We had to change the operation of the lagoon system but it is pretty much back to normal. Also, the 4th Street lift station level issues were detected and a new level sensor had to be ordered and that unit is on its way.

New swing seats are ordered for the Black Walnut Park and should be here shortly.

John Robinson
Public Works Superintendent