



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 January 7, 2021. 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: January 7, 2021 City of Gervais Council Meeting

Time: Jan 7, 2021 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://zoom.us/j/99207759679?pwd=WWICS281T3FjbnhDUWV5WUNPNW5XQT09>

Meeting ID: 992 0775 9679

Passcode: 248695

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 992 0775 9679

Passcode: 248695

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

1. Swearing in of Mayor and Council (Due to the capacity restrictions of COVID-19 guidelines, each person will be sworn in one at a time in the following order, with one group of family/supporters in the council chambers at once)
 - a. Annie Gilland
 - b. Baltazar Gonzalez
 - c. Micky Wagner
 - d. Diana Bartch
 - e. Pamela Foreman
2. Call to Order
3. Pledge of Allegiance

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

4. Appoint Council President
5. Roll Call
6. Announcements/Additions
 - a. Swearing in of Police Officer Markum Megale
7. 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.
8. Consent Calendar:
 - a. Approval of the minutes of the December 3, 2020 Regular Session
 - b. Approval of bill list for November 26 – December 28, 2020

Requested Action: Motion to approve the January 7th, 2021 consent calendar as presented.

9. Presentations
 - a. Presentation of Audit Report for Fiscal Year Ending June 30, 2020 – Tom Glogau, Grove Mueller & Swank
 - b. Woodburn Fire District proposal for local Gervais fire protection (continued discussion)
10. Action Items
 - a. Adopt Ordinance Number 21-001, An ordinance vacating the 20-foot wide public alley within Block 52 of the Gervais Town Plat, bound by 5th Street, 6th Street, Douglas Avenue, and Elm Avenue.
 - b. Adopt Resolution No. 21-001, A resolution to update the list of signatories for the City of Gervais
 - a. Approval of Safe Routes to School Grant Agreement and authorize Mayor and City Manager to sign the same
11. New Business
 - a. None noted
12. Staff Reports:
 - a. City Manager
 - b. Police Department
 - c. Public Works
13. Business from the Mayor or Council
14. 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 AT 7:00 PM ON DECEMBER 3, 2020**

1. Call to Order – The meeting was called to order at 7:00 PM. Mayor Platt requested that attendees should speak one at a time in light of the meeting being recorded on Zoom.

2. Pledge of Allegiance
 - a. The Pledge of Allegiance was recited.

3. Roll Call

Mayor Shanti Platt	Present
Councilor Micky Wagner	Present (via Zoom)
Councilor Baltazar Gonzalez	Present
Council President Michael Gregory	Absent
Councilor Diana Bartch	Present
Councilor John Harvey	Present

Staff Present: City Manager Susie Marston, City Recorder Tim Rhyne (via Zoom), Police Chief Mark Chase, Public Works Superintendent John Robinson (via Zoom)

Others Present: Chief Budge (via Zoom), Dandy Stevens – GSD (Zoom), Holly Byram – Mid-Willamette Valley COG (via Zoom). Please see the meeting log sheet for other attendees.

4. Announcements/Additions

- a. Additions/deletions to the agenda

- 1) Susie added an item to hold a discussion with Woodburn Fire Chief Joe Budge regarding a bond measure that will be coming up in May 2021. The discussion will be in relation to how that will affect the City of Gervais. Added as item (D) under New Business.

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.
 - 1) Dandy Stevens from the Gervais School District spoke to the Council via Zoom about the new Police Service Contract and the School Success Officer. Mayor Platt told Dandy that she would like to connect with her about a Parks & Recreation Committee in Gervais.

6. Consent Calendar:

- a. Approval of the minutes of the November 5, 2020 Regular Session
 - b. Approval of bill list for October 29 – November 25, 2020

Councilor Bartch made a Motion to approve the December 3rd, 2020 consent calendar as presented, seconded by Councilor Wagner. Motion is unanimously carried and so moved.

7. Public Hearing

- a. VAC 2020-01, Public Alley Vacation, Block 52 of the Gervais Plat, bound by 5th Street, 6th Street, Douglas Avenue and Elm Avenue.
 - 1) Open public hearing and note time for the record
 - Opened at 7:08 PM. Mayor Platt and Holly Byram read required opening statements as required by law.
 - 2) Declaration of ex parte contact or conflict of interest
 - None noted.
 - 3) Staff Report
 - Holly Byram presented the staff report regarding a petition from a Gervais resident requesting the vacation of a City alleyway. There are seven properties that abut alleyway in question. If the vacation is approved, the alleyway would be split down the center giving 10 feet of additional yard space to each abutting property. The only utility currently in the alleyway is a gas line owned by NW Natural, so it is recommended that the City reserve a utility easement in the case that further utilities are needed within the alleyway in the future.
 - 4) Proponents presentation
 - Chris Webster is one of the applicants and spoke to the council about the desire for the additional property space and stated that the easement should not be an issue for the future.
 - 5) Opponents presentation
 - None noted.
 - 6) Proponents rebuttal
 - None noted.
 - 7) Staff summary
 - None noted.
 - 8) Close public hearing
 - Closed at 7:25 PM.
 - 9) Council discussion
 - Mayor noted that a motion can be made following examples laid out in the staff report.
 - 10) Council motion, second and vote
 - Councilor Wagner made a motion to approve vacation of the 20-foot wide by 200-foot long public alley right-of-way located in block 52 of the Gervais town plat, and direct staff to prepare an ordinance which enacts the alley vacation and adopts the findings and recommended conditions of approval contained in the staff report dated November 25, 2020. Seconded by Councilor Bartch.
Individual vote:
 - a. Micky Wagner – Yes
 - b. Baltazar Gonzalez – Yes
 - c. Michael Gregory – Absent
 - d. Diana Bartch – Yes
 - e. John Harvey – Yes

8. Action Items

a. Ivy Woods Estates – Final Plat Approval & Authorization to Sign

Susie explained that Holly Byram prepared a staff report relating to the final plat submitted for the Ivy Woods subdivision. Holly reviewed the status of the plat submission and stated that the deadline for the submission of the final plat has been extended and the current plat submission is within that time extension. She spoke about the status of the subdivision. It is recommended that the council approve the final plat contingent either on the completion of improvements within both City and County jurisdictions or by a financial guarantee (bonding). The staff report includes procedures that must be considered for approval and also indicates that all the other conditions of approval for the final plat have been satisfied. The developer chose to pay a fee in lieu of park land. The final plat is largely unmodified from the preliminary plat design. Holly reviewed some of the minor changes in the plat. There will be two private driveways in the development that will be maintained by the homeowners who use the private drives. There was brief discussion about when the plat will be approved. Please listen to the audio minutes for more in-depth detail.

Councilor Bartch made a motion to approve final plat as presented and authorize the Mayor, City Manager and City Engineer to sign the plat and authorize the Mayor to sign the approval and acceptance of dedication subject to the two recommended conditions prior to signing. Seconded by Councilor Wagner. Motion is unanimously carried and so moved.

b. Approve Small City Allotment Program Grant Agreement between ODOT and City of Gervais for Juniper and Seventh Street Improvements and authorize Mayor and City Manager to sign the same.

Susie stated that Gervais had received the SCA Grant for \$100,000 and will be used near the entrance to the new subdivision. The proposed project will close off 8th Street and will improve Juniper Ave. between 7th and 8th Streets. This grant agreement accepts the award. Susie gave brief details about how the agreement is laid out. Councilor Harvey asked about how the streets will be modified, specifically Juniper Ave. Susie responded that Juniper will be widened enough to allow two cars to pass each other. No sidewalks will be installed, but there will be drainage improvements. There was brief discussion about parking on the new streets.

Councilor Wagner made motion to approve the Small City Allotment Program Grant Agreement between ODOT and City of Gervais for Juniper and Seventh Street Improvements and authorize Mayor and City Manager to sign the same. Seconded by Councilor Bartch. Motion is unanimously carried and so moved.

c. Approval of IGA between City of Gervais and Gervais School District for the purpose of providing a Student Success Officer for Gervais Public Schools

Chief Chase noted that this IGA was provided at the November 2020 council meeting for the review of the Council. Councilor Bartch asked the area which the SSO would provide service to the community. Chief Chase replied that the SSO is available to any family or home within the boundaries of the Gervais School District. Mayor Platt asked about the different payment options in the agreement and gave example if either part would want to opt out of the

agreement. Chief Chase responded and gave further detail about the payment options.

Susie stated that the City Attorney has reviewed the agreement and is ready to be approved.

Councilor Bartch made a motion to approve the IGA between the City of Gervais and Gervais School District for the purpose of providing a Student Success Officer for Gervais Public Schools. Seconded by Councilor Gonzalez. Motion is unanimously carried and so moved.

d. Acceptance of 2020 City of Gervais election results for city council

Susie informed the Council that the City had received the results of the November 2020 General Elections. Susie read the results of the election:

- 1) Office of Mayor
 - Andrea Gilland – 290 votes
- 2) Councilor – 2 year term
 - Diana Bartch - 570 votes
- 3) Councilor – 4 year term
 - Baltazar Gonzalez – 466 votes
 - Micky Wagner – 356 votes
 - Pamela Foreman – 348 votes

Councilor Wagner made a motion to accept the 2020 Gervais election results, seconded by Councilor Bartch. Motion is unanimously carried and so moved.

Mayor Platt spoke briefly about the results of the 2020 general election.

9. New Business

- a. Consideration for City of Gervais to be a sub-applicant to City of Woodburn's application to Business Oregon's CDBG COVID Funding for Rental Assistance

Susie explained that page 82 of the council packet provides a memo and mentioned that Jamie Johnk is joining the council meeting via Zoom to provide more information regarding this topic. The City of Woodburn is seeking a CDBG grant through Business Oregon and would like to include Gervais and Hubbard in the application. The funding would be used for rental assistance in the Cities of application. All that is needed from Gervais is a statement of support from the City Council. Jamie Johnk gave further details to the Council about the grant. In response to comments from the Mayor, there was brief discussion about how the information would be distributed throughout the communities. Councilor Wagner asked about application process for the grant benefits and how it will be ensured that the application process will be secure.

Councilor made a motion to authorize the City of Gervais to be a sub-applicant for the City of Woodburn's application to Business Oregon's CDBG COVID Funding for Rental Assistance. Seconded by Councilor Wagner. Motion is unanimously carried and so moved.

b. Merit increase request for City Manager

Susie Marston submitted a letter to the Council requesting a merit pay increase. Mayor Platt outlined the request and stated that Susie is currently paid 4% less than the highest paid position in Gervais. She is requesting a pay increase of 9% bringing her salary from \$90,132 to \$98,244 effective October 1, 2020. Councilor Harvey suggested waiting until the salary study is complete before approving a salary increase for the City Manager. Councilor Bartch asked about Susie's current pay amount compared to the highest paid Gervais employee. There was discussion among the council about a salary raise for the City Manager. Please listen to the audio minutes for more detail.

Councilor Wagner made a motion, that based on Susie Marston's positive performance evaluation on October 1, 2020 and as she has respectfully requested a 9% merit increase which would increase her annual salary from \$90,132 to \$98,244 effective retroactive to October 1, 2020 to approve the request. Seconded by Councilor Bartch. Council vote: Micky Wagner – Yes, Baltazar Gonzalez – Yes, Michael Gregory – Absent, Diana Bartch – Yes, John Harvey – No. Motion is carried and so moved.

c. Reconsideration of Martin Luther King Jr. Holiday – January 18, 2021

In light of the current political climate, Susie stated that she thought it right for the council to reconsider recognizing as a City holiday. The Mayor spoke about the impact of recognizing certain holidays in the current climate. There was discussion among the council about the reasoning for adding Martin Luther King Jr. (MLK) holiday to the list of recognized City holidays. There was discussion about the police contract recognizing MLK as a holiday. Councilor Wagner spoke in support of having MLK as a recognized holiday for the City. Chief Chase and Susie Marston stated they would be willing to give up their birthday in exchange for MLK.

Councilor Gonzalez made a motion that the City of Gervais accept Martin Luther King Jr. Day as a recognized holiday for the City employees. Seconded by Councilor Wagner. Council vote: Micky Wagner – Yes, Baltazar Gonzalez – Yes, Michael Gregory – Absent, Diana Bartch – Yes, John Harvey – No. Motion is carried and so moved.

d. Fire Apparatus Housing in Gervais

Woodburn Fire Chief Joe Budge spoke to the Council about a request to build a structure on City Public Works property to house a fire apparatus. Quotes are being retrieved to estimate the cost to build such a structure. It is hoped to come to a decision by January in order to have the information to go on the ballot in February. The Fire District will be requesting an extension or renewal of the current general obligation bond which expires in 2022. The bond would renew for 20 years and would be set at \$.22 per thousand. There was brief discussion about the bond levy.

10. Staff Reports:

a. City Manager

Susie updated the Council on the compensation study and has checked into alternate methods for completing a compensation study. None of the other methods were available so Susie has

moved forward with Portland State to complete the compensation study. Susie mentioned the December 17 work session and Councilor Harvey mentioned that it should be canceled at this time since he was the one who requested it.

Gervais has been allocated \$79,000 of COVID-19 relief money. To date, Gervais has spent approximately \$9,000. It has been decided to open a micro-grant program to help distribute some of the remaining funds back into the community. With that program already in action, the City has already distributed \$29,000 back into the Gervais community.

With a new Mayor and Council coming in on January 2021, Susie mentioned that the authorized check signer list needs to be updated. Currently the Mayor, City Manager and Councilors Harvey and Gonzalez are the current signers. Councilors Harvey stated that he would be fine continuing to be check signer.

The agreement with Marion County to supply a CERT trailer has been fully signed. The trailer should be delivered soon. Councilor Wagner thanked the Mayor and Chief Chase for their efforts in getting the CERT trailer for Gervais. Councilor Wagner also asked about access for the trailer and John Robinson spoke briefly about who would have access to the trailer.

b. Police Department

Chief Chase stated that D.A.R.E. classes have started and that the participation level has been good considering that they are online classes. The D.A.R.E. program has changed a lot and is now evidence based and is the largest and most successful prevention program in the world. The SSO position has been posted and recruitment has started. The accreditation process is nearly complete for the Gervais Police Department. Mayor Platt talked about the great progress the City and Police Department have made over the years.

c. Public Works

John updated the council on the Ivy Woods subdivision and mentioned that the new sidewalk at the entrance on 8th Street is being poured. The sidewalks in the development will be poured as the homes are built. Gas lines are being installed shortly. Some TMDL work has been done as well as some weatherproofing done at City Hall. Kyle Jentzsch is now back to work. Mayor Platt thanked John and his crew for their help around town. John mentioned that a new metal Christmas Tree has been made and installed on 4th Street. Councilor Gonzalez asked if businesses are still being charged the full amount for the water accounts. John replied in the affirmative that all active meters are still receiving water bills.

11. Business from the Mayor or Council

Mayor Platt said that she is still wrapping up her City business as Mayor. She took time to recognize the 20 years that Councilor Gregory worked on the City Council. Shanti gave some closing remarks and encouraged those who are coming into the City as Mayor and Council. The Mayor also updated the Council about putting together some goody bags for the kids in town.

Councilor Wagner informed the council about the Woodburn Food Drive and read a letter from a Woodburn Fire Fighter that gave information about a food drive amidst COVID-19. There was a short

discussion about being involved in the food drive. If anyone is interested in being involved in the Woodburn Fire Food Drive, please contact Councilor Wagner or the Woodburn Fire District.

12. Recognition and presentation to Mayor Platt and Councilor Michael Gregory

Susie recognized the service provided by Shanti Platt and Michael Gregory and spoke about the involvement that they have had with the City of Gervais. She presented a plaque to Shanti though Michael was not present at the meeting to receive his recognition plaque.

13. Adjourn

The meeting was adjourned at 9:29 PM.

I, TIM RHYNE, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON DECEMBER 3, 2020 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Tim Rhyne, City Recorder

Annie Gilland, Mayor

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
911 Supply	12/1/2020	Danner Boots - T. Virula	General Fund	Police	\$ 259.99
	12/1/2020	Danner Boots - K. Quinn	General Fund	Police	\$ 259.99
	12/1/2020	Custom Embroidery - Virula	General Fund	Police	\$ 16.00
				TOTAL:	\$ 535.98
Alonso, Carmen	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Amazon Capital Services	12/11/2020	C/H, P/D Office Supplies	General Fund	Admin	\$ 65.27
	12/11/2020	C/H, P/D Office Supplies	General Fund	Admin	\$ 171.05
	12/11/2020	C/H, P/D Office Supplies	General Fund	Police	\$ 29.99
	12/11/2020	C/H, P/D Office Supplies	General Fund	Police	\$ 20.24
				TOTAL:	\$ 286.55
Anfilofieff, Uliana	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Angeles, Jessica	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Angeles, Natalhi	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Arellano, Juan	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Austin, Randall	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ayala, Melissa	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Aztec Exterior Contractor	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
B&H Photo Video	12/11/2020	InFocus Mondopad & Stand	General Fund	Admin	\$ 4,061.10
				TOTAL:	\$ 4,061.10
Backflow Management	12/11/2020	November 2020 Backflow Services	Water Fund	Backflow	\$ 618.00
				TOTAL:	\$ 618.00
Barrios, Francisco Daniel	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Beery, Elsner & Hammond LLP	12/11/2020	November 2020 Legal Service	General Fund	Admin	\$ 510.50
				TOTAL:	\$ 510.50
Berry, John	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Betancourt, Jesus	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 300.00
Biolyneceus LLC	12/1/2020	ProBiotic Scrubber - 30 Gallon	Sewer Fund	Sewer	\$ 1,505.99
				TOTAL:	\$ 1,505.99
Blair, Melanie	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Boen, Klm	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Bogarín, Adelaida	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Bogarín, Maria	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Breon, Jesse	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Bretthauer Oil Co.	12/11/2020	November 2020 Fuel Charges	General Fund	Police	\$ 565.90
	12/11/2020	November 2020 Fuel Charges	General Fund	Streets	\$ 84.40
	12/11/2020	November 2020 Fuel Charges	Water Fund	Water	\$ 84.40
	12/11/2020	November 2020 Fuel Charges	Sewer Fund	Sewer	\$ 84.41
				TOTAL:	\$ 819.11
Brunelle, Rebecca	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
CDW Government	12/1/2020	Getac Rugged Keyboard	General Fund	Police	\$ 235.00
				TOTAL:	\$ 235.00
CIS Trust	12/1/2020	EMPLOYEE/FAM MEDICAL INS	General Fund	Admin	\$ 447.37
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	\$ 190.01
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	General Fund	Admin	\$ 70.22
	12/1/2020	LIFE INSURANCE	General Fund	Admin	\$ 0.91
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Admin	\$ 1,400.39
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	\$ 764.16
	12/1/2020	EMPLOYEE/SP MEDICAL INS	General Fund	Police	\$ 1,419.41
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	General Fund	Police	\$ 447.37
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	\$ 5,854.74
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	\$ 186.05
	12/1/2020	EMPLOYEE/CHILD MED INS	General Fund	Police	\$ 1,242.43
	12/1/2020	LIFE INSURANCE	General Fund	Police	\$ 16.79
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Police	\$ 8,684.58
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Streets	\$ 2,781.45
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Parks Department	\$ 165.34
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	General Fund	Court	\$ 99.42
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	\$ 37.21
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	General Fund	Court	\$ 280.87
	12/1/2020	LIFE INSURANCE	General Fund	Court	\$ 1.11
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Court	\$ 63.15
	12/18/2020	2020-21 Workers Comp Renew	General Fund	Council	\$ 3.83
	12/1/2020	EMPLOYEE/SP MEDICAL INS	State Tax Street Fund	Street Improvement	\$ 354.85
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	State Tax Street Fund	Street Improvement	\$ 198.83
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	State Tax Street Fund	Street Improvement	\$ 411.08
	12/1/2020	EMPLOYEE/FAMILY MED INS	State Tax Street Fund	Street Improvement	\$ 876.01
	12/1/2020	LIFE INSURANCE	State Tax Street Fund	Street Improvement	\$ 2.28

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
	12/1/2020	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	\$ 461.31
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	Water Fund	Water	\$ 347.95
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	\$ 279.96
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	Water Fund	Water	\$ 491.53
	12/1/2020	EMPLOYEE/FAMILY MED INS	Water Fund	Water	\$ 438.00
	12/1/2020	LIFE INSURANCE	Water Fund	Water	\$ 4.25
	12/18/2020	2020-21 Workers Comp Renew	Water Fund	Water	\$ 3,588.61
	12/1/2020	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	\$ 461.31
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	Sewer Fund	Sewer	\$ 347.95
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	\$ 279.96
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	Sewer Fund	Sewer	\$ 491.53
	12/1/2020	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	\$ 438.00
	12/1/2020	LIFE INSURANCE	Sewer Fund	Sewer	\$ 4.25
	12/18/2020	2020-21 Workers Comp Renew	Sewer Fund	Sewer	\$ 3,578.84
	12/1/2020	EMPLOYEE/SP MEDICAL INS	Storm Drainage	Storm Drainage	\$ 141.94
	12/1/2020	EMPLOYEE/FAM MEDICAL INS	Storm Drainage	Storm Drainage	\$ 99.41
	12/1/2020	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	\$ 112.01
	12/1/2020	MEDICAL/DENTAL B/C COPAY B	Storm Drainage	Storm Drainage	\$ 70.22
	12/1/2020	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	\$ 194.67
	12/1/2020	LIFE INSURANCE	Storm Drainage	Storm Drainage	\$ 1.06
				TOTAL:	\$ 37,832.62
Caballero, Maria	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Car Quest Auto Parts	12/1/2020	Small JD Tractor Battery	General Fund	Streets	\$ 34.38
	12/22/2020	Fuel Stabilizer, Oil	General Fund	Streets	\$ 16.55
	12/22/2020	Ramps, Charger, Shop Towels	General Fund	Streets	\$ 40.04
	12/1/2020	Small JD Tractor Battery	Water Fund	Water	\$ 34.38
	12/22/2020	Fuel Stabilizer, Oil	Water Fund	Water	\$ 16.55
	12/22/2020	Ramps, Charger, Shop Towels	Water Fund	Water	\$ 40.05
	12/1/2020	Small JD Tractor Battery	Sewer Fund	Sewer	\$ 34.38
	12/22/2020	Fuel Stabilizer, Oil	Sewer Fund	Sewer	\$ 16.55
	12/22/2020	Ramps, Charger, Shop Towels	Sewer Fund	Sewer	\$ 40.05
				TOTAL:	\$ 272.93
Castle, Lisa	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cha, Neng Va	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Chappell, Larry	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Chavez Guzman, Marciano	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Chavez, Hermenegildo	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Chernishoff, Anna	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Chroma Painting & Construction, LLC	12/11/2020	City Hall Caulking Repairs	General Fund	Admin	\$ 1,115.00
				TOTAL:	\$ 1,115.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
City of Salem	12/11/2020	Q2 2020-21 Police Fire Comm.	General Fund	Police	\$ 9,827.50
				TOTAL:	\$ 9,827.50
Codinha, Sarah	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Columbia Bank Cardmember Services	12/11/2020	November Zoom Subscription	General Fund	Admin	\$ 12.74
	12/11/2020	7-fin Oil Heater	General Fund	Admin	\$ 29.97
	12/11/2020	P/D Postage	General Fund	Police	\$ 14.65
	12/11/2020	Unit 4 Car Wash	General Fund	Police	\$ 9.00
	12/11/2020	Fuses for Radar/Lidar	General Fund	Police	\$ 4.29
	12/11/2020	CPR/AED Training Course	General Fund	Police	\$ 35.96
	12/11/2020	Chop Saw, 2 Blades	General Fund	Streets	\$ 63.88
	12/11/2020	2016 F150 Oil Change	General Fund	Streets	\$ 21.35
	12/11/2020	Chop Saw, 2 Blades	Water Fund	Water	\$ 63.89
	12/11/2020	2016 F150 Oil Change	Water Fund	Water	\$ 21.36
	12/11/2020	Hach Ph Testers (2)	Sewer Fund	Sewer	\$ 233.62
	12/11/2020	Chop Saw, 2 Blades	Sewer Fund	Sewer	\$ 63.89
	12/11/2020	2016 F150 Oil Change	Sewer Fund	Sewer	\$ 21.36
	12/11/2020	Vac Truck Rental - Stormdrain	Storm Drainage	Storm Drainage	\$ 1,327.14
				TOTAL:	\$ 1,923.10
Consolidated Supply	12/2/2020	12" Saddle, Corp Stop (3)	Water Fund	Water	\$ 302.90
				TOTAL:	\$ 302.90
Contreras Froylan, Azucena	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cook, Nicole	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Correct Equipment	12/11/2020	Meter Boxes/Lids (10)	Water Fund	Water	\$ 786.40
	12/1/2020	Electronic Keys (5)	Sewer Fund	Sewer	\$ 40.00
	12/11/2020	Kwikswitch Float w/Cable	Sewer Fund	Sewer	\$ 176.72
				TOTAL:	\$ 1,003.12
Cortes, Constancio	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cowboy Landscape Maintenance	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Cruz Bautista, Antonia	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cruz Flores, Maria Alejandra	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cruz Sanchez, Adelina	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Cruz, Clemencia	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
DASH Medical Gloves	12/1/2020	Black Maxx Nitrile Gloves	General Fund	Police	\$ 197.90
	12/1/2020	Black Maxx Nitrile Gloves	General Fund	Police	\$ 197.90
				TOTAL:	\$ 395.80
Darb's Mobile Marine	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
DataVision Cooperative	12/11/2020	November 2020 Telephone Charges	General Fund	Admin	\$ 552.13
	12/11/2020	November 2020 Telephone Charges	General Fund	Police	\$ 301.36
	12/11/2020	November 2020 Telephone Charges	General Fund	Streets	\$ 71.94
	12/11/2020	November 2020 Telephone Charges	Water Fund	Water	\$ 71.94
	12/11/2020	November 2020 Telephone Charges	Sewer Fund	Sewer	\$ 71.95
				TOTAL:	\$ 1,069.32
Davidson, Amanda	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Diaz, Theresa	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Diaz, Victor	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Dos Reis, Wacilisa	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Elegant Adornments	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Enseldo, Maria de Jesus	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
First Net, AT&T Mobility	12/1/2020	October 2020 P/D Cell Phone	General Fund	Police	\$ 230.05
	12/1/2020	October 2020 P/W Cell Phone	General Fund	Streets	\$ 48.84
	12/1/2020	October 2020 P/W Cell Phone	Water Fund	Water	\$ 48.84
	12/1/2020	October 2020 P/W Cell Phone	Sewer Fund	Sewer	\$ 48.84
				TOTAL:	\$ 376.57
Flores de Vega, Florentina Apolonia	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Flores, Eloisa	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
G.W. Hardware	12/1/2020	Moss Control, Brass Adapter	General Fund	Streets	\$ 50.42
	12/1/2020	Batteries, 2-Cycle Oil	General Fund	Streets	\$ 10.81
	12/1/2020	Batteries, 2-Cycle Oil	Water Fund	Water	\$ 10.81
	12/1/2020	Batteries, 2-Cycle Oil	Sewer Fund	Sewer	\$ 10.82
				TOTAL:	\$ 82.86
Gaona, Elizabeth	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Garcia, Angie	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Gervais Bar	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Gomez, Valeriano	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Gonzalez, Maria A	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Gonzalez, Maria Del Carmen	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Gostevskiy, Timofey	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Gutierrez, Sulema	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Guzman, Jessica	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
H.D. Fowler	12/1/2020	3/4" Valve (6)	Water Fund	Water	\$ 252.90
				TOTAL:	\$ 252.90
HRA VEBA Plan	12/1/2020	HRA VEBA Contribution	General Fund	Admin	\$ 20.27
	12/1/2020	HRA VEBA Contribution	General Fund	Police	\$ 121.58
	12/1/2020	HRA VEBA Contribution	General Fund	Court	\$ 17.49
	12/1/2020	HRA VEBA Contribution	State Tax Street Fund	Street Improvement	\$ 47.23
	12/1/2020	HRA VEBA Contribution	Water Fund	Water	\$ 62.99
	12/1/2020	HRA VEBA Contribution	Sewer Fund	Sewer	\$ 62.99
	12/1/2020	HRA VEBA Contribution	Storm Drainage	Storm Drainage	\$ 17.45
				TOTAL:	\$ 350.00
Hubbard Cleaners	12/1/2020	October 2020 Drycleaning Service	General Fund	Police	\$ 199.90
				TOTAL:	\$ 199.90
Inzhirova, Yelena	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Janri, Fidelcna	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Jaramillo, Martin	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Kalugin, Marya	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Kalugin, Mike	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 300.00
Kelsey, James	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Kim Williams	12/1/2020	P/D Postage	General Fund	Police	\$ 13.90
				TOTAL:	\$ 13.90
Kropf, Jeremy	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Kyle Jentzsch	12/1/2020	2020-22 W/W Operator Renewal	Sewer Fund	Sewer	\$ 160.00
				TOTAL:	\$ 160.00
Ladd, Laura	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lagaso, Heather	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lashley, Todd	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
League of Oregon Cities	12/11/2020	2020 LOC Conference - Bartch	General Fund	Council	\$ 85.00
				TOTAL:	\$ 85.00
Lelby, Christopher	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Leon Mora, Irolina	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lewis Manning, Mary	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lilly, Bruce	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Limage, Keiny	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lopez de Jesus, Gabino	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lopez, Bertha	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Losoya, Alfredo	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Lucas, Gabriel	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Lynn Peavey Company	12/11/2020	Std Urine Coll. Kit (12)	General Fund	Police	\$ 51.50
				TOTAL:	\$ 51.50
Maranatha Church	12/2/2020	Maranatha Church	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Martinez Lopez, Alejandra	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Martinez, Enrique	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Martinez, Francisca	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Martinez, Jasmine Rose	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Martinez, Rosalinda	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Mateo Fernandez, Irene	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Mendoza, Filiberto	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Mendoza, Maria	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Mid-Willamette Valley COG	12/11/2020	October 2020 City Planner	General Fund	Admin	\$ 304.50
				TOTAL:	\$ 304.50
Moonlight Maintenance	12/11/2020	November 2020 Janitorial Service	General Fund	Admin	\$ 398.00
				TOTAL:	\$ 398.00
Morales Alonzo Juan	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Morales, Fernando	12/16/2020	Morales, Fernando	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Morales, Florencio	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
NW Natural Gas	12/11/2020	November 2020 C/H Heating	General Fund	Admin	\$ 133.39
	12/11/2020	November 2020 P/G Heating	General Fund	Police	\$ 44.99

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 178.38
Nolin, Susan	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Olivo, Marcela Tinajero	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
One Call Concepts	12/11/2020	November 2020 Locate Tickets	Water Fund	Water	\$ 6.61
	12/11/2020	November 2020 Locate Tickets	Sewer Fund	Sewer	\$ 6.62
				TOTAL:	\$ 13.23
Oregon Department of Motor Vehicles	12/2/2020	Title/Registration 2020 Explorer	General Fund	Police	\$ 137.50
				TOTAL:	\$ 137.50
Oregon Health Authority	12/11/2020	2021 Cross Conn. Annual Fee	Water Fund	Water	\$ 75.00
				TOTAL:	\$ 75.00
Owings, David	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
PGE	12/11/2020	592 4th Street Electricity	General Fund	Admin	\$ 619.51
	12/11/2020	343 E Hemlock Ave. Electricity	General Fund	Parks Department	\$ 14.85
	12/11/2020	4th Street Electricity	State Tax Street Fund	Street Improvement	\$ 22.14
	12/11/2020	9th Street Electricity	State Tax Street Fund	Street Improvement	\$ 23.61
	12/11/2020	Douglas Ave. Electricity	State Tax Street Fund	Street Improvement	\$ 41.64
	12/11/2020	City Street Lights Electricity	State Tax Street Fund	Street Improvement	\$ 1,158.13
	12/11/2020	35 Juniper Ave. Electricity	Water Fund	Water	\$ 357.05
	12/11/2020	115 Douglas Ave. Electricity	Water Fund	Water	\$ 1,613.40
	12/11/2020	343 E Hemlock Ave. Electricity	Sewer Fund	Sewer	\$ 133.69
	12/11/2020	683 4th Street Electricity	Sewer Fund	Sewer	\$ 192.94
	12/11/2020	13307 Portland Rd. Electricity	Sewer Fund	Sewer	\$ 715.54
	12/11/2020	13307 Portland Rd. Electricity	Sewer Fund	Sewer	\$ 2,542.50
				TOTAL:	\$ 7,435.00
Pacific Northwest Adult Foster Home -	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Pacific Office Automation	12/11/2020	December 2020 C/H Copier Lease	General Fund	Admin	\$ 183.10
	12/22/2020	December 2020 P/D Copier Lease	General Fund	Police	\$ 155.36
	12/2/2020	Apr-Jul 2020 P/D Copier Usage	General Fund	Police	\$ 164.93
				TOTAL:	\$ 503.39
Peralez, Pedro	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Perez, Arturo	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Petza, Gabriella	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Pfeifer, Ashley	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
Pilar Zamora	12/11/2020	December 2020 Translation	General Fund	Court	\$ 80.00
				TOTAL:	\$ 80.00
Pineda, Antemio	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Pitney Bowes	12/1/2020	Postage Meter Lease	General Fund	Admin	\$ 105.00
				TOTAL:	\$ 105.00
Powell Skeels, Carly	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Prier Pipe & Supply, Inc.	12/22/2020	W/W PVC Supplies	Sewer Fund	Sewer	\$ 69.81
				TOTAL:	\$ 69.81
Rambeau, Erika	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ramirez Navarro, Veronica	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ramirez, Richard	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ramon, Erica	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ramon, Teressa	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Razaman Reggae	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Reyes Alonso, Maria	12/2/2020	Reyes Alonso, Maria	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Rhodes, Terry	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Robb's Body and Paint Works	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Roberts, Deborah	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Rodriguez, Yanelli	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ruiz Lazaro, Melany	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 300.00
Ruiz, Agnes	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ruiz, Juan Floyd	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Ryan Herco Flow Solutions	12/22/2020	W/W Pipe Supplies	Sewer Fund	Sewer	\$ 35.60
				TOTAL:	\$ 35.60
Sacred Heart Catholic School	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Salazar-Reyez, Leticia	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Sanarov, Larry	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Sandoval, Denise	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Schultz, Benjamin	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Scott, Monica	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Shanti Platt	12/11/2020	Hand Cleaning Wipes	General Fund	Admin	\$ 11.18
				TOTAL:	\$ 11.18
Shelton, Tammy	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Silver Falls Engraving	12/22/2020	Plaque for Platt & Gregory	General Fund	Council	\$ 180.00
				TOTAL:	\$ 180.00
Smith, Susan	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Solano, Teodolfo	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Spartan Environmental Services LLC	12/11/2020	Wet Wells Vac Truck Rental	Sewer Fund	Sewer	\$ 900.00
				TOTAL:	\$ 900.00
Stanton, Jeff and Shirley	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Tako LLC	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 750.00
Tarula, Armando	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Taylor, Timothy	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Tetra Tech, Inc.	12/1/2020	October 2020 Engineering	General Fund	Admin	\$ 2,463.21
				TOTAL:	\$ 2,463.21
The Reagan House Adult Foster Home	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Toran, Victor	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Total Images and Hair Inc	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Traffic Safety Supply Co., Inc.	12/11/2020	Blue/Green Marking Paint	General Fund	Streets	\$ 68.36
	12/11/2020	Blue/Green Marking Paint	Water Fund	Water	\$ 68.37
	12/11/2020	Blue/Green Marking Paint	Sewer Fund	Sewer	\$ 68.37
				TOTAL:	\$ 205.10
Tyler Technologies Incode Division	12/11/2020	Utility Cash CIS/CRM System	General Fund	Admin	\$ 164.75
	12/11/2020	Utility Cash CIS/CRM System	General Fund	Court	\$ 164.75
	12/11/2020	Utility Cash CIS/CRM System	Water Fund	Water	\$ 2,729.81
	12/11/2020	Utility Cash CIS/CRM System	Sewer Fund	Sewer	\$ 1,741.23
	12/11/2020	Utility Cash CIS/CRM System	Storm Drainage	Storm Drainage	\$ 386.97
				TOTAL:	\$ 5,187.51
Urbina Monterroso, Jose G	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Usoltseff, Bill and Maria	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Valentin, Julio	12/16/2020	COVID Microgrant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Vargas, Victor	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Vega, Millard	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Vela, Javier	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Velez, Maria Estela	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00

VENDOR NAME	DATE	DESCRIPTION	FUND	DEPARTMENT	AMOUNT
				TOTAL:	\$ 300.00
Verizon Wireless	12/1/2020	October 2020 P/D Data Line	General Fund	Police	\$ 200.07
	12/23/2020	Oct-Nov 2020 P/D Cell Data	General Fund	Police	\$ 400.18
				TOTAL:	\$ 600.25
Villegas, Guadalupe	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Villegas, Janet	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Waterlab Corp.	12/11/2020	Water/Wastewater Testing	Water Fund	Water	\$ 70.00
	12/11/2020	Water/Wastewater Testing	Sewer Fund	Sewer	\$ 450.00
				TOTAL:	\$ 520.00
West Coast Construction	12/16/2020	Covid Micro Grant	General Fund	Admin	\$ 750.00
				TOTAL:	\$ 750.00
Wiesner Metal Fab	12/22/2020	6'x12' Metal Christmas Tree	General Fund	Admin	\$ 594.00
				TOTAL:	\$ 594.00
Williams, Kimberly	12/2/2020	Covid Micro Grant	General Fund	Admin	\$ 300.00
				TOTAL:	\$ 300.00
Yes Graphics	12/11/2020	Utility Door Hangers (1000)	Water Fund	Water	\$ 77.50
	12/11/2020	Utility Door Hangers (1000)	Sewer Fund	Sewer	\$ 77.50
				TOTAL:	\$ 155.00
				GRAND TOTAL:	\$ 130,238.81

Totals			
100	General Fund	\$	96,620.17
110	State Tax Street Fundund	\$	3,135.80
200	Water Fund	\$	13,024.76
210	Sewer Fund	\$	15,107.21
215	Storm Drain Fund	\$	2,350.87
	Total	\$	130,238.81



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96

December 29, 2020

Joseph Budge
Chief – Woodburn Fire District
971-444-0045
Chief.budge@woodburnfire.com

Gervais City Council Members
City of Gervais

RE: Shared Building for Fire Protection and Emergency Response and Long-term Planning for Fire Protection in the City of Gervais

The Woodburn Fire District (Fire District) is proposing a partnership with the City of Gervais (City) to provide a location and structure for the secure and protected storage of a Fire District apparatus to be used for fire protection and emergency response in and around the City. The Fire District and the City will share construction costs and joint ownership of the structure that will be built on City property and used jointly by the City and the Fire District.

The proposed construction timeline of the joint ownership building is no later than July of 2022. The initiation of this building project is contingent upon the passage of a 20 year general obligation bond request that is being proposed by the Fire District and presented to voters in May of 2021. If the bond request is approved, revenue will be available beginning in July of 2022 for the funding of plans as outlined below. The timeline for this project is also contingent upon City budgeting constraints for the City's portion of the building expense.

The shared structure proposal is the first part of a two-part plan to provide fire protection and emergency response service in the City in the short-term and prepare for the potential increased fire protection needs of the City in the future. Part I is the joint building construction and use agreement between the Fire District and City that will help to meet the short-term needs for emergency response. Part II includes the purchase of land in or near the City for the potential siting of a new fire station when the joint use agreement expires. The following is a summary of the Part I agreement terms and an overview of the Part II plans.

Part I – Joint Construction and Use and Ownership of a Structure on City Property

The following are general terms of agreement that have been negotiated between the Fire District and City staff for the joint construction and use of a structure to be sited on existing City property. Once all approvals and contingencies for the project are met, the terms will be formalized into a legal contract.

- The total estimated construction cost of the joint use structure is expected to not exceed \$250,000. The Fire District agrees to provide a minimum of \$150,000 of the first

\$200,00 and the City agrees to contribute up to \$50,000 of the first \$200,000 resulting in a 75/25 percent split of the first \$200,000. If the total project costs are less than \$200,000, the Fire District will provide \$150,000 and the City will provide the remaining funds which will be less than \$50,000.

- The Fire District and City agree to split any costs that are more than \$200,000 on a 75/25 percent split with 75 percent the responsibility of the Fire District and 25 percent the responsibility of the City. The total estimated costs are still being determined and will be finalized by the February council meeting.
- The building will be constructed on City owned property. The Fire District will have deeded joint ownership of the structure for a maximum of 25 years.
- At the end of the 25 year term, the Fire District ownership will terminate. The Fire District will have the option to negotiate new contract terms with the City for continuation of occupancy.
- If the agreement is terminated prior to 25 years, the City will pay the Fire District a prorated amount for the value of the remaining term of the contract.
- The Fire District payment for the joint ownership will be made in a lump sum at the start of the 25 year contract with no additional payments (with the exception of utility costs) made to the City for the length of the contract.
- The Fire District will have 24 hour access and use of the following (see attached sketch):
 - Exclusive use of one bay of the joint owned structure with 20' x 45' dimensions and a 14' x 14' overhead door.
 - Exclusive use of a 10' x 10' enclosed heated office area with a restroom.
 - Fire District space will be secure with the bay minimally heated for freeze prevention.
- The City will be responsible for all exterior maintenance of the structure for the length of the agreement. The Fire District will be responsible for the interior maintenance of the Fire District portion of the structure.
- The Fire District and City agree to share the total utility costs for the structure based on the square feet percentage of the total structure that is used by each party. The total utility cost for the structure is estimated to be \$2,600 per year. The Fire District will be responsible for 45 percent (approximately \$1,070 annually) the City will be responsible for 55 percent (approximately \$1,430 annually).
- The City will provide insurance protection for the entire structure for the length of the agreement.
- The City will be responsible for providing a detailed estimate of the total construction expenses prior to the start of construction. The City will be responsible for managing the building construction from planning to completion.
- The Fire District will provide a fire apparatus for fire protection at the joint owned location at all times during the length of the contract at the sole expense of the Fire District.

- The Fire District will provide the organizational structure for the management and supervision of volunteer firefighters for emergency response to fires and other emergencies in and around the City.
- Legal costs for the drafting of the contract of these terms will be shared equally between the City and Fire District once all contingencies for the project are met.

All of the above terms remain open for negotiation and subject to change. The final agreement and project initiation is contingent upon the approval of the Fire District Board of Directors, the Gervais City Council, and the passage of the Fire District bond request by voters in the Fire District. Final agreement of terms must be reached by February 6, 2021 to allow inclusion in the Fire District bond request on the May 2021 ballot.

Part II – Purchase of Property for Potential Future Fire Station

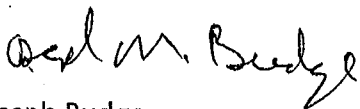
Funds will be included in the May 2021 Fire District bond request for the purchase of land in or near the City for the potential future siting of a fire station. The decision to construct the fire station will be determined based on the growth of the City and the need for additional fire protection and emergency response capabilities as determined by the Fire District. If it is determined that additional emergency response capabilities are needed, funds for the fire station construction might be included in a successor bond request in or around the year 2042.

Summary

Part I of this plan is intended to meet the current and future needs for emergency response in the City over the next 25 years that includes the full 20 year term of the 2021 bond request. This will allow an enhanced Fire District presence in the City that will serve as an anchor for the home response of current volunteer firefighters that live in the Gervais area and the recruitment of new volunteers from the Gervais community. The Part II purchase of land will allow the option for future enhancement of fire protection and emergency response services in the City if the need for emergency services increases with population growth over the next 25 years.

I look forward to working the City staff and Gervais City Council in the partnership and support in the formulation and completion of Part I and Part II of this plan to meet current and future fire protection and emergency response needs in the City of Gervais.

Sincerely,

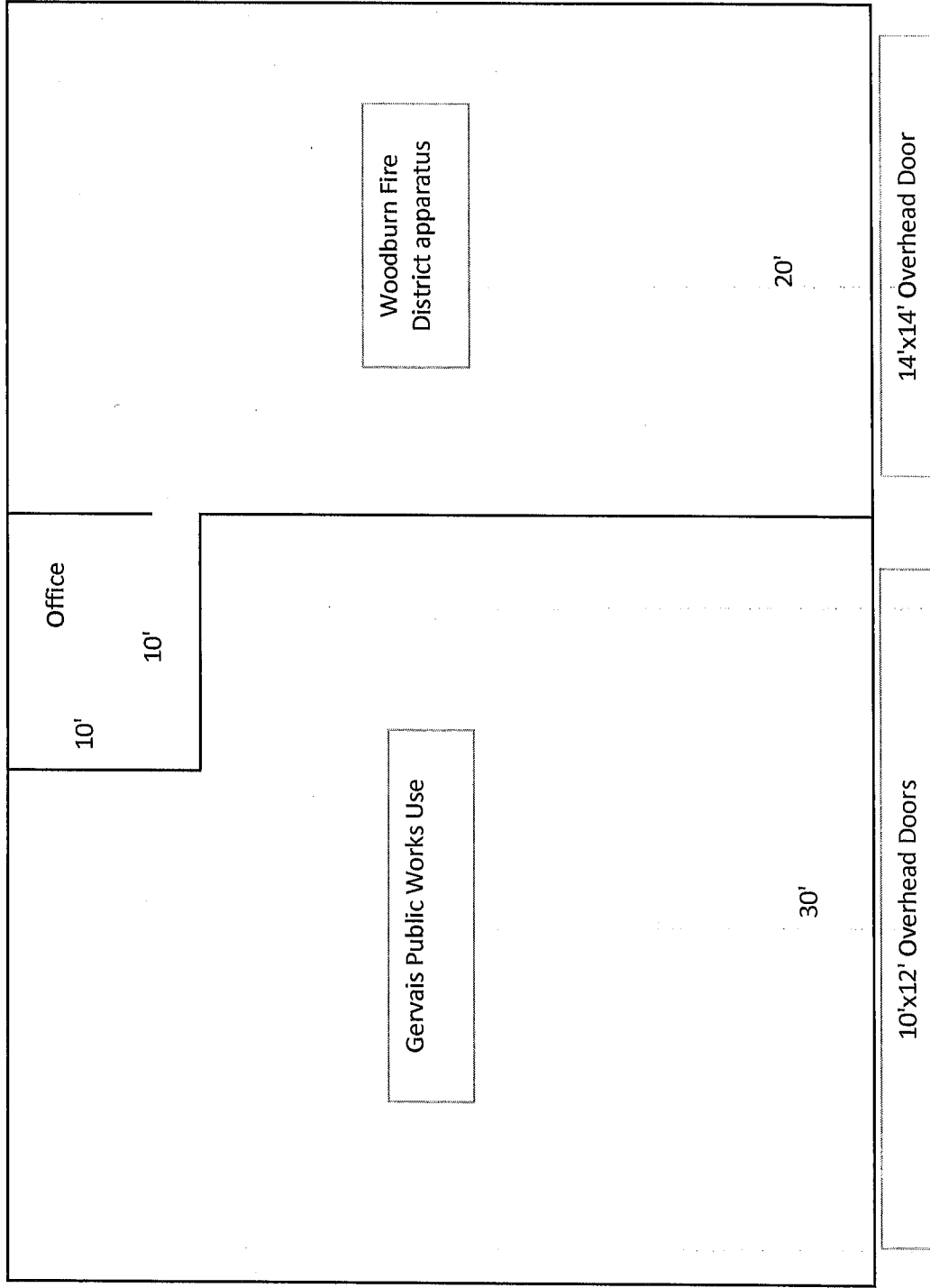


Joseph Budge
Chief – Woodburn Fire District



Conceptual Sketch of Joint Use Building

50'



Da

ORDINANCE NUMBER 21-001

AN ORDINANCE VACATING THE 20-FOOT WIDE PUBLIC ALLEY WITHIN BLOCK 52 OF THE GERVAIS TOWN PLAT, BOUND BY 5TH STREET, 6TH STREET, DOUGLAS AVENUE, AND ELM AVENUE.

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

WHEREAS, the City of Gervais received a petition by an abutting property owner to vacate the alley public right-of-way within Block 52 of the Gervais Town Plat, bound by 5th Street, 6th Street, Douglas Avenue, and Elm Avenue, City file no. VAC 2020-01; and

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

WHEREAS, the City of Gervais City Council conducted a public hearing on the petition on December 3, 2020, at which time the public was given full opportunity to be present and heard on the matter; and

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

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

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

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

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

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

WHEREAS, at the conclusion of the public hearing on December 3, 2020, the Gervais City Council voted to approve the petition.

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

Section 1. Expressly subject to the conditions stated in Sections 2 through 9 of this Ordinance, vacation of the following described property is hereby ordered:

The complete twenty (20) foot wide by two hundred (200) foot long public alley located within Block 52 of the Gervais Town Plat, bound by 5th Street, 6th Street, Douglas Avenue, and Elm Avenue, as shown on the map attached as Exhibit A to this ordinance.

Section 2. The City Council adopts the staff report dated November 25, 2020 that was presented at the December 3, 2020 City Council public hearing containing the findings of fact and conclusions showing the approval criteria are met. The staff report with its attachments is Exhibit B to this Ordinance.

Section 3. An easement upon the vacated property described in Section 1 is hereby reserved as a public utility easement (PUE) as described below as of the date of City Council passage of this Ordinance. Public utilities shall continue to be permitted to occupy the property as described below in accordance with applicable law.

An easement reserved in favor of the City of Gervais and its agents for the use, installation, maintenance, repair, replacement, reconstruction, modification, enlargement or improvement of public utilities (water, sanitary sewer, storm water or other public utilities) and other compatible uses located under, through or within the vacated property described in Section 1; and

An easement reserved in favor of NW Natural Gas Company, its agents and successors for the use, installation, maintenance, repair, replacement, reconstruction, modification, improvement or enlargement of the existing natural gas pipeline and service lines located under, through or within the vacated property described in Section 1.

Section 4. When, in the process of accessing the PUE to use, maintain, repair, replace, reconstruct, improve and enlarge a utility facility, a public utility removes or damages a fence, landscaping or other items in the easement area, replacement of the fence, landscaping or other items shall be at the property owners expense.

Section 5. Except for fences and moveable structures, including but not limited to children swing sets, no structures shall be placed, constructed or exist in the easement areas. No vehicles shall be parked or stored in the easement areas. No trees or bushes shall be planted in the easement.

Section 6. This Ordinance shall be recorded in the Marion County Deed Records upon

authorization for recordation by the City of Gervais City Manager and tender of recording fees by petitioner.

Section 7. Effective upon the date of the recordation of this Ordinance in the Marion County Deed Records, the public interest in the portion of the public street right-of-way described in Section 1 shall be and hereby is vacated.

Section 8. Title to the property vacated by this Ordinance shall vest in the owner of the land abutting the vacated property by extension of the person's abutting property boundaries to the center of the vacated property.

Section 9. A copy of this Ordinance shall also be filed with the Marion County Surveyor and Assessor.

PASSED and adopted by the City Council of the City of Gervais on this 7th day of January, 2021, by the following votes:

	AYE	NAY	ABST.
Councilor Diana Bartch	_____	_____	_____
Councilor Pamela Foreman	_____	_____	_____
Councilor Baltazar Gonzalez	_____	_____	_____
Councilor John Harvey	_____	_____	_____
Councilor Micky Wagner	_____	_____	_____

Approved by the Mayor on this 7th day of January, 2021.

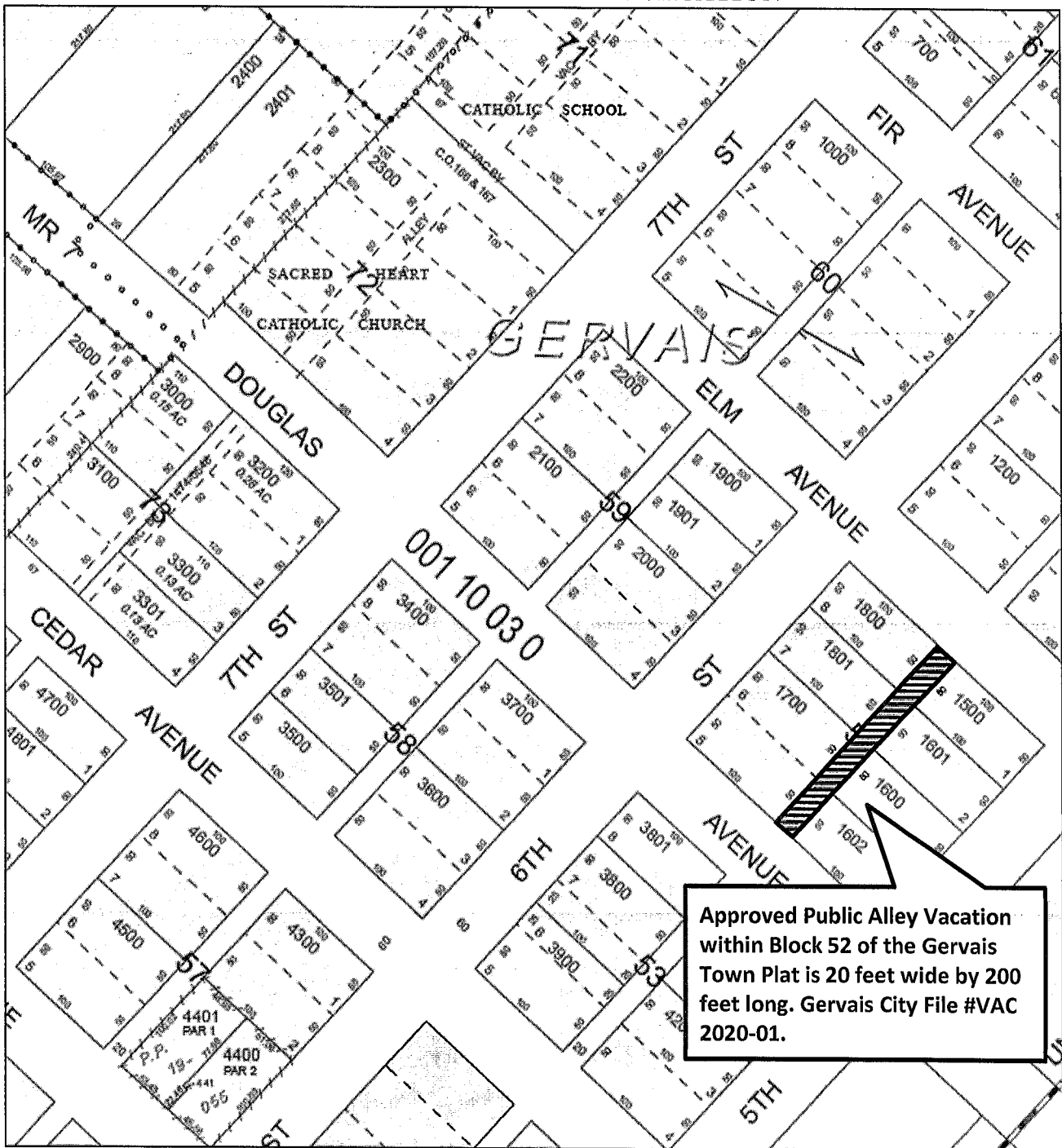
Annie Gilland, Mayor

Attest:

Susie Marston, City Manager

EXHIBIT A – MAP

BLOCK 52 PUBLIC ALLEY VACATION



RESOLUTION NO. 21-001**A RESOLUTION TO UPDATE THE LIST OF SIGNATORIES FOR THE CITY OF
GERVAIS**

WHEREAS, with the election of Mayor Annie Gilland, it is necessary to update the list of authoized signers for the City of Gervais; now, therefore,

THE CITY RESOLVES AS FOLLOWS:

SECTION 1. Authorizing Signatures: The following individuals are authorized to sign documents for the City of Gervais:

1. City Manager Susie Marston
2. Mayor Annie Gilland
3. Councilor John Harvey
4. Councilor Baltazar Gonzalez

SECTION 2. Rescinding. As of the signing of Resolution No. 21-001, Resolution No. 17-007 is hereby rescinded.

Duly passed by the Gervais City Council this 7th day of January, 2021.

Annie Gilland, Mayor

ATTEST:

Susie Marston, City Manager

GRANT AGREEMENT
OREGON DEPARTMENT OF TRANSPORTATION
SAFE ROUTES TO SCHOOL PROGRAM (SRTS)
Project Name: Gervais Elementary School - Crosswalk Improvements

This Grant Agreement ("Agreement") is made and entered into by and between the **State of Oregon**, acting by and through its Department of Transportation ("ODOT"), and City of Gervais, acting by and through its Governing Body, ("Recipient"), both referred to individually or collectively as "Party" or "Parties."

1. **Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law (the "Effective Date"). The availability of Grant Funds (as defined in Section 3) shall end five (5) years after the Effective Date (the "Availability Termination Date").
2. **Agreement Documents.** This Agreement consists of this document and the following documents:
 - a. Exhibit A: **Project Description, Key Milestones, Schedule and Budget**
 - b. Exhibit B: **Recipient Requirements**
 - c. Exhibit C: **Subagreement Insurance Requirements**
 - d. Exhibit D: **Documentation provided by Recipient prior to execution of the Agreement (i.e. application, Part 1 of the Project Prospectus)**

Exhibits A, B and C are attached to this Agreement. Exhibit D is incorporated by reference. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence shall control. The precedence of each of the documents comprising this Agreement is as follows, listed from highest precedence to lowest precedence: this Agreement without Exhibits; Exhibit A; Exhibit B; Exhibit C; Exhibit D.

3. **Project Cost; Grant Funds.** The total estimated Project cost is \$228,572. In accordance with the terms and conditions of this Agreement, ODOT shall provide Recipient grant funds in a total amount not to exceed \$182,858 (the "Grant Funds"). Recipient will be responsible for all Project costs not covered by the Grant Funds.
4. **Project.**
 - a. **Use of Grant Funds.** The Grant Funds shall be used solely for the Project described in Exhibit A (the "Project") and shall not be used for any other purpose. No Grant Funds will be disbursed for any changes to the Project unless ODOT approves such changes by amendment pursuant to Section 4(c).
 - b. **Eligible Costs.** Recipient may seek reimbursement for its actual costs to develop the Project, consistent with the terms of this Agreement ("Eligible Costs").

- i. Eligible Costs are actual costs of Recipient to the extent those costs are:
 - A. reasonable, necessary and directly used for the Project;
 - B. permitted by generally accepted accounting principles established by the Governmental Accounting Standards Board, as reasonably interpreted by the State, to be capitalized to an asset that is part of the Project; and
 - C. eligible or permitted uses of the Grant Funds under the Oregon Constitution, the statutes and laws of the state of Oregon, and this Agreement.
- ii. Eligible Costs do NOT include:
 - A. operating and working capital or operating expenditures charged to the Project by Recipient;
 - B. loans or grants to be made to third parties;
 - C. any expenditures incurred before the Effective Date or after the Availability Termination Date; or
 - D. costs associated with the Project that substantially deviate from Exhibit A, Project Description, unless such changes are approved by ODOT by amendment of this Agreement;
- c. **Project Change Procedures.**
 - i. If Recipient anticipates a change in scope, Key Milestone Dates, or Availability Termination Date, Recipient shall submit a written request to SRTSProgramMailbox@odot.state.or.us. The request for change must be submitted before the change occurs.
 - ii. Recipient shall not proceed with any changes to scope, Key Milestone Dates, or Availability Termination Date before the execution of an amendment to this Agreement executed in response to ODOT's approval of a Recipient's request for change. A request for change may be rejected at the sole discretion of ODOT.

5. Reimbursement Process and Reporting.

- a. ODOT shall reimburse Recipient for 80 percent of Eligible Costs up to the Grant Fund amount provided in **Section 3**. ODOT shall reimburse Eligible Costs within forty-five (45) days of ODOT's receipt and approval of a request for reimbursement from Recipient. Recipient must pay its contractors, consultants and vendors before submitting a request for reimbursement to ODOT for reimbursement. ODOT will not reimburse more than one request for reimbursement per month.
- b. Recipient must submit to ODOT its first reimbursement request within two (2) years of the Effective Date.

- c. Each reimbursement request shall be submitted on ODOT's Reimbursement request form <https://www.oregon.gov/ODOT/Forms/2ODOT/7373558.docx> to the SRTSProgramMailbox@odot.state.or.us and include the Agreement number, the start and end date of the billing period, and itemize all expenses for which reimbursement is claimed. Upon ODOT's request, Recipient shall provide to ODOT evidence of payment to contractors. Recipient shall also include with each reimbursement request a summary describing the work performed for the period seeking reimbursement and work expected for the next period, if any.
- d. **RESERVED**
- e. Recipient shall, no later than ninety (90) days after the completion of the Project or Availability Termination Date, whichever occurs earlier, submit a final reimbursement request. Failure to submit the final request for reimbursement within ninety (90) days after could result in non-payment.
- f. Upon ODOT's receipt of the final reimbursement request, ODOT will conduct a final on-site review of the Project. ODOT will withhold payment of the final reimbursement request until both (i) its SRTS Program Manager, or designee, has completed the final review and accepted the Project as complete and (ii) Recipient and ODOT staff have signed the Recommendation of Acceptance Form (ODOT Form No. 737-3560).
- g. ODOT's obligation to disburse Grant Funds to Recipient is subject to the satisfaction, with respect to each disbursement, of each of the following conditions precedent:
 - i. ODOT has received funding, appropriations, limitations, allotments, or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to make the disbursement.
 - ii. Recipient is in compliance with the terms of this Agreement.
 - iii. Recipient's representations and warranties set forth in Section 6 are true and correct on the date of disbursement with the same effect as though made on the date of disbursement.
- h. Recovery of Grant Funds.
 - i. Recovery of Misexpended Funds or Nonexpended Funds. Any Grant Funds disbursed to Recipient under this Agreement that are either (i) disbursed but unexpended at the end of the Availability Termination Date ("Unexpended Funds") or (ii) expended in violation of one or more of the provisions of this Agreement ("Misexpended Funds") must be returned to ODOT. Recipient shall return all Unexpended Funds to ODOT no later than fifteen (15) days after the Availability Termination Date. Recipient shall return all Misexpended Funds to ODOT promptly after ODOT's written demand and no later than fifteen (15) days after ODOT's written demand.
 - ii. Recovery of Grant Funds upon Termination. If this Agreement is terminated under any of Sections 9(b)(i), 9(b)(ii), 9(b)(iii) or 9(b)(vi), Recipient shall return to ODOT all Grant Funds disbursed to Recipient within 15 days after ODOT's written demand for the same.
- i. Reporting

- i. **Quarterly Reports.** Recipient shall submit quarterly progress reports to ODOT using a format that ODOT provides. Recipient must submit the reports to SRTSProgramMailbox@odot.state.or.us by the first Wednesday of March, June, September, and December.
- ii. **Final Report.** Recipient shall submit a final written report (the "Final Report") to SRTSProgramMailbox@odot.state.or.us that identifies how hazards have been reduced to children walking or bicycling to and from school as a direct result of this Project. Recipient must submit the Final Report within six (6) months after the Project Completion Date. Recipient's obligation to provide the Final Report will survive Agreement expiration.

6. Representations and Warranties of Recipient. Recipient represents and warrants to ODOT as follows:

- a. **Organization and Authority.** Recipient is duly organized and validly existing under the laws of the State of Oregon and is eligible to receive the Grant Funds. Recipient has full power, authority and legal right to make this Agreement and to incur and perform its obligations hereunder, and the making and performance by Recipient of this Agreement (1) have been duly authorized by all necessary action of Recipient and (2) do not and will not violate any provision of any applicable law, rule, regulation, or order of any court, regulatory commission, board, or other administrative agency or any provision of Recipient's Articles of Incorporation or Bylaws, if applicable, (3) do not and will not result in the breach of, or constitute a default or require any consent under any other agreement or instrument to which Recipient is a party or by which Recipient or any of its properties may be bound or affected. No authorization, consent, license, approval of, filing or registration with or notification to any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.
- b. **Binding Obligation.** This Agreement has been duly executed and delivered by Recipient and constitutes a legal, valid and binding obligation of Recipient, enforceable in accordance with its terms subject to the laws of bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights generally.
- c. **No Solicitation.** Recipient's officers, employees, and agents shall neither solicit nor accept gratuities, favors, or any item of monetary value from contractors, potential contractors, or parties to subagreements. No member or delegate to the Congress of the United States or State of Oregon employee shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
- d. **No Debarment.** Neither Recipient nor its principals is presently debarred, suspended, or voluntarily excluded from any federally-assisted transaction, or proposed for debarment, declared ineligible or voluntarily excluded from participating in this Agreement by any state or federal agency. Recipient agrees to notify ODOT immediately if it is debarred, suspended or otherwise excluded from any federally assisted transaction for any reason or if circumstances change that may affect this status, including without limitation upon any relevant indictments or convictions of crimes.

- e. **Compliance with Oregon Taxes, Fees and Assessments.** Recipient is, to the best of the undersigned(s) knowledge, and for the useful life of the Project will remain, current on all applicable state and local taxes, fees and assessments.

7. Records Maintenance and Access; Audit.

- a. **Records, Access to Records and Facilities.** Recipient shall make and retain proper and complete books of record and account and maintain all fiscal records related to this Agreement and the Project in accordance with all applicable generally accepted accounting principles, generally accepted governmental auditing standards and state minimum standards for audits of municipal corporations. Recipient shall ensure that each of its subrecipients and subcontractors complies with these requirements. ODOT, the Secretary of State of the State of Oregon (the "Secretary") and their duly authorized representatives shall have access to the books, documents, papers and records of Recipient that are directly related to this Agreement, the Grant Funds, or the Project for the purpose of making audits and examinations. In addition, ODOT, the Secretary and their duly authorized representatives may make and retain excerpts, copies, and transcriptions of the foregoing books, documents, papers, and records. Recipient shall permit authorized representatives of ODOT and the Secretary to perform site reviews of the Project, and to inspect all vehicles, real property, facilities and equipment purchased by Recipient as part of the Project, and any transportation services rendered by Recipient.
- b. **Retention of Records.** Recipient shall retain and keep accessible all books, documents, papers, and records that are directly related to this Agreement, the Grant Funds or the Project for a period of six (6) years after final payment. If there are unresolved audit questions at the end of the period described in this section, Recipient shall retain the records until the questions are resolved.
- c. **Expenditure Records.** Recipient shall document the expenditure of all Grant Funds disbursed by ODOT under this Agreement. Recipient shall create and maintain all expenditure records in accordance with generally accepted accounting principles and in sufficient detail to permit ODOT to verify how the Grant Funds were expended.

This Section 7 shall survive any expiration or termination of this Agreement.

8. Recipient Subagreements and Procurements

- a. **Subagreements.** Recipient may enter into agreements with sub-recipients, contractors or subcontractors (collectively, "subagreements") for performance of the Project.
 - i. All subagreements must be in writing, executed by Recipient and must incorporate and pass through all of the applicable requirements of this Agreement to the other party or parties to the subagreement(s). Use of a subagreement does not relieve Recipient of its responsibilities under this Agreement.
 - ii. Recipient shall require all of its contractors performing work under this Agreement to name ODOT as a third-party beneficiary of Recipient's subagreement with the Contractor and to name ODOT as an additional or "dual" obligee on contractors' payment and performance bonds.

- iii. Recipient shall provide ODOT with a copy of any signed subagreement, as well as any other purchasing or contracting documentation, upon ODOT's request at any time. Recipient must report to ODOT any material breach of a term or condition of a subagreement within ten (10) days of Recipient discovering the breach.

b. Subagreement indemnity; insurance.

- i. *Recipient's subagreement(s) shall require the other party to such subagreements(s) that is not a unit of local government as defined in ORS 190.003, if any, to indemnify, defend, save and hold harmless State of Oregon, the Oregon Transportation Commission and its members, the Department of Transportation, their officers, agents and employees from and against any and all claims, actions, liabilities, damages, losses, or expenses, including attorneys' fees, arising from a tort, as now or hereafter defined in ORS 30.260, caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the other party to Recipient's subagreement or any of such party's officers, agents, employees or subcontractors ("Claims"). It is the specific intention of the Parties that ODOT shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of ODOT, be indemnified by the other party to Recipient's subagreement(s) from and against any and all Claims.*
- ii. Any such indemnification shall also provide that neither Recipient's subrecipient(s), contractor(s) nor subcontractor(s), nor any attorney engaged by Recipient's subrecipient(s), contractor(s) nor subcontractor(s) shall defend any claim in the name of ODOT or any agency of the State of Oregon, nor purport to act as legal representative of the State of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State may, at any time at its election, assume its own defense and settlement in the event that it determines that Recipient's subrecipient is prohibited from defending the State, or that Recipient's subrecipient is not adequately defending the State's interests, or that an important governmental principle is at issue or that it is in the best interests of the State to do so. The State reserves all rights to pursue claims it may have against Recipient's subrecipient if the State of Oregon elects to assume its own defense.
- iii. If the Project or Project work is on or along a state highway, Recipient shall require its contractor(s) to meet the minimum insurance requirements provided in Exhibit C. Recipient may specify insurance requirements of its contractor(s) above the minimum insurance requirements specified in Exhibit C. Recipient shall verify its contractor(s) meet the insurance requirements in Exhibit C.
- iv. Recipient shall determine insurance requirements, insurance types and amounts, as deemed appropriate based on the risk of the work outlined within the subagreement. Recipient shall specify insurance requirements and require its contractor(s) to meet the insurance requirements. Recipient shall obtain proof of the required insurance coverages, as applicable, from any contractor providing services related to the subagreement.
- v. Recipient shall require its contractor(s) to require and verify that all subcontractors carry insurance coverage that the contractor(s) deems appropriate based on the risks of the subcontracted work.

- c. **Procurements.** Recipient shall make purchases of any equipment, materials, or services for the Project under procedures that comply with Oregon law, including all applicable provisions of the Oregon Public Contracting Code, Oregon Revised Statute (ORS) 279 A, B, and C, and rules, ensuring that:
 - i. All applicable clauses required by federal statute, executive orders and their implementing regulations are included in each competitive procurement; and
 - i. All procurement transactions are conducted in a manner providing full and open competition.
- d. **Self-Performing Work.** Recipient must receive prior approval from ODOT for any self-performing work.
- e. **Conflicts of Interest.** Recipient's public officials shall comply with Oregon's government ethics laws, ORS 244.010 *et seq.*, as those laws may be subsequently amended.

9. Termination

- a. **Mutual Termination.** This Agreement may be terminated by mutual written consent of the Parties.
- b. **Termination by ODOT.** ODOT may terminate this Agreement effective upon delivery of written notice of termination to Recipient, or at such later date as may be established by ODOT in such written notice, under any of the following circumstances:
 - i. If Recipient fails to perform the Project within the time specified in this Agreement, or any extension of such performance period;
 - ii. If Recipient takes any action pertaining to this Agreement without the approval of ODOT and which under the provisions of this Agreement would have required ODOT's approval;
 - iii. If Recipient fails to perform any of its other obligations under this Agreement, and that failure continues for a period of 10 calendar days after the date ODOT delivers Recipient written notice specifying such failure. ODOT may agree in writing to an extension of time if it determines Recipient instituted and has diligently pursued corrective action;
 - iv. If ODOT fails to receive funding, appropriations, limitations or other expenditure authority sufficient to allow ODOT, in the exercise of its reasonable administrative discretion, to continue to make payments for performance of this Agreement;
 - v. If Federal or state laws, rules, regulations or guidelines are modified or interpreted in such a way that the Project is no longer allowable or no longer eligible for funding under this Agreement; or
 - vi. If the Project would not produce results commensurate with the further expenditure of funds.

- c. **Termination by Either Party.** Either Party may terminate this Grant Agreement upon at least ten (10) days' notice to the other Party and failure of the other Party to cure within the period provided in the notice, if the other Party fails to comply with any of the terms of this Grant Agreement.
- d. **Rights upon Termination; Remedies.** Any termination of this Grant Agreement shall not prejudice any rights or obligations accrued before termination. The remedies set forth in this Grant Agreement are cumulative and are in addition to any other rights or remedies available at law or in equity.

10. GENERAL PROVISIONS

a. Contribution.

- i. If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against ODOT or Recipient with respect to which the other Party may have liability, the notified Party must promptly notify the other Party in writing of the Third Party Claim and deliver to the other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Each Party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by a Party of the notice and copies required in this paragraph and meaningful opportunity for the Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to that Party's liability with respect to the Third Party Claim.
- ii. With respect to a Third Party Claim for which ODOT is jointly liable with Recipient (or would be if joined in the Third Party Claim), ODOT shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by Recipient in such proportion as is appropriate to reflect the relative fault of ODOT on the one hand and of the Recipient on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of ODOT on the one hand and of Recipient on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. ODOT's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if ODOT had sole liability in the proceeding.
- iii. With respect to a Third Party Claim for which Recipient is jointly liable with ODOT (or would be if joined in the Third Party Claim), Recipient shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by ODOT in such proportion as is appropriate to reflect the relative fault of Recipient on the one hand and of ODOT on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative

- fault of Recipient on the one hand and of ODOT on the other hand shall be determined by reference to, among other things, the Parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. Recipient's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law, including the Oregon Tort Claims Act, ORS 30.260 to 30.300, if it had sole liability in the proceeding.
- b. Dispute Resolution.** The Parties shall attempt in good faith to resolve any dispute arising out of this Agreement. In addition, the Parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.
 - c. Amendments.** This Agreement may be amended or extended only by a written instrument signed by both Parties and approved as required by applicable law.
 - d. Duplicate Payment.** Recipient is not entitled to compensation or any other form of duplicate, overlapping or multiple payments for the same work performed under this Agreement from any agency of the State of Oregon or the United States of America or any other party, organization or individual.
 - e. No Third-Party Beneficiaries.** ODOT and Recipient are the only Parties to this Agreement and are the only Parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly or indirectly, to a third person unless such a third person is individually identified by name herein and expressly described as an intended beneficiary of the terms of this Agreement.
 - f. Notices.** Except as otherwise expressly provided in this Agreement, any communications between the Parties hereto or notices to be given hereunder shall be given in writing by personal delivery, email or mailing the same, postage prepaid, to Recipient Contact or ODOT Contact at the address or number set forth on the signature page of this Agreement, or to such other addresses or numbers as either Party may hereafter indicate pursuant to this Section 10(g). Any communication or notice personally delivered shall be deemed to be given when actually delivered. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine, and to be effective against ODOT, such facsimile transmission must be confirmed by telephone notice to ODOT Contact. Any communication by email shall be deemed to be given when the recipient of the email acknowledges receipt of the email. Any communication or notice mailed shall be deemed to be given when received.
 - g. Governing Law, Consent to Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, suit or proceeding (collectively, "Claim") between ODOT (or any other agency or department of the State of Oregon) and Recipient that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County in the State of Oregon. In no event shall this section be construed as a waiver by the State of Oregon of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the eleventh amendment to the Constitution of the United States or otherwise, from any Claim or from the jurisdiction of any court. 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.

- h. Compliance with Law.** Recipient shall comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Agreement or to the implementation of the Project, including without limitation as described in Exhibit B. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with (i) Title VI of Civil Rights Act of 1964; (ii) Title V and Section 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 and ORS 659A.142; (iv) all regulations and administrative rules established pursuant to the foregoing laws; and (v) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. Recipient agrees to comply with the requirements of ORS 366.514, Use of Highway Fund for footpaths and bicycle trails.
- i. Insurance; Workers' Compensation.** All employers, including Recipient, that employ subject workers who provide services in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Employer's liability insurance with coverage limits of not less than \$500,000 must be included. Recipient shall ensure that each of its subrecipient(s), contractor(s), and subcontractor(s) complies with these requirements.
- j. Independent Contractor.** Recipient shall perform the Project as an independent contractor and not as an agent or employee of ODOT. Recipient has no right or authority to incur or create any obligation for or legally bind ODOT in any way. ODOT cannot and will not control the means or manner by which Recipient performs the Project, except as specifically set forth in this Agreement. Recipient is responsible for determining the appropriate means and manner of performing the Project. Recipient acknowledges and agrees that Recipient is not an "officer", "employee", or "agent" of ODOT, as those terms are used in ORS 30.265, and shall not make representations to third parties to the contrary.
- k. Severability.** If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.
- l. Counterparts.** This Agreement may be executed in two or more counterparts, each of which is an original and all of which together are deemed one agreement binding on all Parties, notwithstanding that all Parties are not signatories to the same counterpart.
- m. Integration and Waiver.** This Agreement, including all Exhibits, constitutes the entire agreement between the parties on the subject matter hereof. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. The delay or failure of either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that or any other provision. Recipient, by the signature below of its authorized representative, acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions.

ODOT/Recipient
Agreement No. 34491

THE PARTIES, by execution of this Agreement, acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

The Project was approved on December 1, 2020 by the Oregon Transportation Commission.

Signature Page to Follow

ODOT/Recipient
Agreement No. 34491

City of Gervais, by and through its elected officials

By _____
(Legally designated representative)

Name _____
(printed)

Date _____

By _____

Name _____
(printed)

Date _____

**LEGAL REVIEW APPROVAL
(If required in Recipient's process)**

By _____
Recipient's Legal Counsel

Date _____

Recipient Contact:

Susie Marston
PO Box 329
Gervais, OR 97026
(503) 792-4901
smarston@cityofgervais.com

ODOT Contact (SRTS):

LeeAnne Fergason
555 13th Street NE
Salem, OR 97301-4178
Phone: 503-986-5805
LeeAnne.Fergason@odot.state.or.us

STATE OF OREGON, by and through its
Department of Transportation

By _____
Public Transportation Division Administrator

Name _____
(printed)

Date _____

APPROVAL RECOMMENDED

By _____
Safe Routes to School Program Manager

Name _____
(printed)

Date _____

By Michael Kimlinger via email
State Traffic-Roadway Engineer

Date November 3, 2020

APPROVED AS TO LEGAL SUFFICIENCY

By Sam Zeigler via email saved in file
Assistant Attorney General

Date December 10, 2020

EXHIBIT A

Project Description, Key Milestones, Schedule and Budget

Agreement No. 34491

Project Name: Gervais Elementary School - Crosswalk Improvements

A. PROJECT DESCRIPTION

Douglas Avenue approximately between 3rd Street and Black Walnut Street.

The Project will replace the sidewalk and construct a bicycle lane along Douglas Avenue between 3rd and 1st Streets and install flashing beacons at the existing pedestrian crossings on Douglas Avenue in front of the Elementary School and at the Black Walnut and Douglas Avenue intersection.

Recipient acknowledges that such Project improvements funded under this Agreement may trigger other Recipient responsibilities under the Americans with Disabilities Act. Recipient agrees that it is solely responsible for ensuring Americans with Disabilities Act compliance pursuant to Exhibit B, Recipient Requirements, Section 4.

B. PROJECT KEY MILESTONES AND SCHEDULE

The Project has two (2) Key Milestone(s). Key Milestones are used for evaluating performance on the Project as described in the Agreement. Neither Key Milestone 1, Scoping and planning, nor Key Milestone 2, Project completion, can be changed without an amendment to the Agreement.

If Recipient anticipates either that Key Milestone 1 will require material changes or that Key Milestone 2 will be delayed by more than ninety (90) days, Recipient shall submit a Request for Change Order, as described in Section 4(c) of the Agreement, to SRTSProgramMailbox@odot.state.or.us as soon as Recipient becomes aware of any possible change or delay. Recipient must submit the Request for Change Order before materially changing the project scope (Key Milestone 1) or delaying the Project completion (Key Milestone 2).

Table 1: Key Milestones

Key Milestone	Description	Estimated Due Date
1	Scoping and planning	3/28/2021
2	Project completion (Project must be completed within 5 years of agreement execution.)	2/27/2022

EXHIBIT B

Recipient Requirements

1. Recipient shall comply with all applicable provisions of ORS 279C.800 to 279C.870 pertaining to prevailing wage rates and including, without limitation, that workers on the Project shall be paid not less than rates in accordance with ORS 279C.838 and 279C.840 pertaining to wage rates and ORS 279C.836 pertaining to having a public works bond filed with the Construction Contractors' Board.
2. Recipient shall notify ODOT's Contact in writing when any contact information changes during the Agreement.
3. Recipient shall maintain 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. If the Project or any portion is destroyed, insurance proceeds will be paid to ODOT, unless Recipient has informed ODOT in writing that the insurance proceeds will be used to rebuild the Project.
4. **Americans with Disabilities Act Compliance**
 - a. **State Highway:** For portions of the Project located on or along the State Highway System or a State-owned facility ("state highway"):
 - i. Recipient shall utilize ODOT standards to assess and ensure Project compliance with Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 as amended (together, "ADA"), including ensuring that all sidewalks, curb ramps, pedestrian-activated signals meet current ODOT Highway Design Manual standards;
 - ii. Recipient shall follow ODOT's processes for design, construction, or alteration of sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current ODOT Curb Ramp Inspection form;
 - iii. At Project completion, Recipient shall send a completed ODOT Curb Ramp Inspection Form 734-5020 to the address on the form and to State's Project Manager for each curb ramp constructed or altered as part of the Project. The completed form is the documentation required to show that each curb ramp meets ODOT standards and is ADA compliant. ODOT's fillable Curb Ramp Inspection Form and instructions are available at the following address:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>

- iv. Recipient shall promptly notify ODOT of Project completion and allow ODOT to inspect Project sidewalks, curb ramps, and pedestrian-activated signals located on or along a state highway prior to acceptance of Project by Recipient and prior to release of any Recipient contractor.
 - v. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs, comply with ODOT standards, and include accessibility features equal to or better than the features present in the existing pedestrian facility. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, disability organizations, and ODOT at least 10 days prior to the start of construction.
- b. **Local Roads:** For portions of the Project located on Recipient roads or facilities that are not on or along a state highway:
 - i. Recipient shall ensure that the Project, including all sidewalks, curb ramps, and pedestrian-activated signals, is designed, constructed and maintained in compliance with the ADA.
 - ii. Recipient may follow its own processes or may use ODOT's processes for design, construction, or alteration of Project sidewalks, curb ramps, and pedestrian-activated signals, including using the ODOT Highway Design Manual, ODOT Design Exception process, ODOT Standard Drawings, ODOT Construction Specifications, providing a temporary pedestrian accessible route plan and current Curb Ramp Inspection form, available at:

<https://www.oregon.gov/ODOT/Engineering/Pages/Accessibility.aspx>;

Additional ODOT resources are available at the above-identified link. ODOT has made its forms, processes, and resources available for Recipient's use and convenience.
 - iii. Recipient assumes sole responsibility for ensuring that the Project complies with the ADA, including when Recipient uses ODOT forms and processes. Recipient acknowledges and agrees that ODOT is under no obligation to review or approve Project plans or inspect the completed Project to confirm ADA compliance.
 - iv. Recipient shall ensure that temporary pedestrian routes are provided through or around any Project work zone. Any such temporary pedestrian route shall include directional and informational signs and include accessibility features equal to or better than the features present in the existing pedestrian route. Recipient shall also ensure that advance notice of any temporary pedestrian route is provided in accessible format to the public, people with disabilities, and disability organizations prior to the start of construction.
- c. Recipient shall ensure that any portions of the Project under Recipient's maintenance jurisdiction are maintained in compliance with the ADA throughout the useful life of the Project. This includes, but is not limited to, Recipient ensuring that:

- i. Pedestrian access is maintained as required by the ADA,
 - ii. Any complaints received by Recipient identifying sidewalk, curb ramp, or pedestrian-activated signal safety or access issues are promptly evaluated and addressed,
 - iii. Recipient, or abutting property owner, pursuant to local code provisions, performs any repair or removal of obstructions needed to maintain the Project in compliance with the ADA requirements that were in effect at the time the Project was constructed or altered,
 - iv. Any future alteration work on Project or Project features during the useful life of the Project complies with the ADA requirements in effect at the time the future alteration work is performed, and
 - v. Applicable permitting and regulatory actions are consistent with ADA requirements.
- d. Maintenance obligations in this Section 4 shall survive termination of this Agreement.

5. Work Performed within ODOT's Right of Way

- a. Prior to the commencement of work, Recipient shall obtain, or require its contractor to obtain, permission from the appropriate ODOT District Office to work on or along the state highway. This Agreement does not provide permission to work on or along the state highway.
- b. If the Project includes traffic control devices (see ODOT's Traffic Manual, Chapter 5, for a description of traffic control devices) on or along a state highway, Recipient shall, pursuant to Oregon Administrative Rule (OAR) 734-020-0430, obtain the approval of the State Traffic Engineer prior to design or construction of any traffic control device being installed.
- c. Recipient shall enter into a separate traffic signal agreement with ODOT to cover obligations for any traffic signal being installed on a state highway.
- d. Recipient shall ensure that its electrical inspectors possess a current State Certified Traffic Signal Inspector certificate before the inspectors inspect electrical installations on state highways. The ODOT's District Office shall verify compliance with this requirement before construction. The permit fee should also cover the State electrician's supplemental inspection.

6. General Standards

The Project shall be completed within industry standards and best practices to ensure that the functionality and serviceability of the Program's investment meets the intent of the application and the Program.

7. Land Use Decisions

- a. Recipient shall obtain all permits, "land use decisions" as that term is defined by ORS 197.015(1) (2020), and any other approvals necessary for Recipient to complete the Project by the Project completion deadline identified in Exhibit A (each a "Land Use Decision" and collectively, "Land Use Decisions").

- b. If at any time before the Availability Termination Date identified in Section 1 of this Agreement ODOT concludes, in its sole discretion, that Recipient is unlikely to obtain one or more Land Use Decisions before the Availability Termination Date, ODOT may (i) suspend the further disbursement of Grant Funds upon written notice to Recipient (a "Disbursement Suspension") and (ii) exercise any of its other rights and remedies under this Agreement, including, without limitation, terminating the Agreement and recovering all Grant Funds previously disbursed to Recipient.
- c. If after a Disbursement Suspension ODOT concludes, in its sole discretion and based upon additional information or events, that Recipient is likely to timely obtain the Land Use Decision or Decisions that triggered the Disbursement Suspension, ODOT will recommence disbursing Grant Funds as otherwise provided in this Agreement.
- d. This Section 7 is in addition to, and not in lieu of, ODOT's rights and remedies under Section 5.h ("Recovery of Grant Funds") of this Agreement.

8. Website

Recipient shall provide ODOT a link to any website created about the Project identified in Exhibit A before any costs being considered eligible for reimbursement. Recipient shall notify the ODOT Contact in writing when the link changes during the term of this Grant Agreement.

9. Photographs

Recipient shall provide pre-construction Project photographs within thirty (30) days of the execution of this Agreement. Recipient shall provide Project photographs thirty (30) days after Project is completed.

EXHIBIT C

Subagreement Insurance Requirements

1. GENERAL.

- a. If the Project is on or along a state highway, Recipient shall require in its first tier subagreements with entities that are not units of local government as defined in ORS 190.003, if any, to: i) obtain insurance specified under TYPES AND AMOUNTS and meeting the requirements under ADDITIONAL INSURED, "TAIL" COVERAGE, NOTICE OF CANCELLATION OR CHANGE, and CERTIFICATES OF INSURANCE before performance under the subagreement commences, and ii) maintain the insurance in full force throughout the duration of the subagreement. The insurance must be provided by insurance companies or entities that are authorized to transact the business of insurance and issue coverage in the State of Oregon and that are acceptable to ODOT. Recipient shall not authorize work to begin under subagreements until the insurance is in full force. Thereafter, Recipient shall monitor continued compliance with the insurance requirements on an annual or more frequent basis. Recipient shall incorporate appropriate provisions in the subagreement permitting it to enforce compliance with the insurance requirements and shall take all reasonable steps to enforce such compliance. In no event shall Recipient permit work under a subagreement when Recipient is aware that the contractor is not in compliance with the insurance requirements. As used in this section, "first tier" means a subagreement in which the Recipient is a Party.
- b. The insurance specified below is a minimum requirement that the contractor within the subagreement shall meet. Recipient may determine insurance types and amounts in excess to the minimum requirement as deemed appropriate based on the risks of the work outlined within the subagreement.
- c. Recipient shall require the contractor(s) to require that all of its subcontractors carry insurance coverage that the contractor deems appropriate based on the risks of the subcontracted work. Contractor shall obtain proof of the required insurance coverages, as applicable, from any subcontractor providing Services related to the Contract.

2. TYPES AND AMOUNTS.

a. WORKERS COMPENSATION.

All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide **Workers' Compensation Insurance** coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). The coverage shall include Employer's Liability Insurance with limits not less than \$500,000 each accident. **Contractor shall require compliance with these requirements in each of its subcontractor contracts.**

b. COMMERCIAL GENERAL LIABILITY.

Commercial General Liability Insurance shall be issued on an occurrence basis covering bodily injury and property damage and shall include personal and advertising injury liability, products and completed operations, and contractual liability coverage. When work to be performed includes operations or activity within 50 feet of any railroad property, bridge, trestle, track,

roadbed, tunnel, underpass or crossing, the Contractor shall provide the Contractual Liability – Railroads CG 24 17 endorsement, or equivalent, on the Commercial General Liability policy. Amounts below are a minimum requirement as determined by ODOT:

Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000.

c. AUTOMOBILE Liability Insurance: Automobile Liability.

Automobile Liability Insurance covering Contractor's business-related automobile use covering all owned, non-owned, or hired vehicles for bodily injury and property. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for Commercial General Liability and Automobile Liability). Amount below is a minimum requirement as determined by ODOT:

Coverage shall be written with a combined single limit of not less than \$1,000,000.

d. ADDITIONAL INSURED.

The Commercial General Liability Insurance and Automobile Liability Insurance must include the **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an **endorsed** Additional Insured but only with respect to the contractor's activities to be performed under the Subcontract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Additional Insured Endorsements on the Commercial General Liability shall be written on ISO Form CG 20 10 07 04, or equivalent, with respect to liability arising out of ongoing operations and ISO Form CG 20 37 07 04, or equivalent, with respect to liability arising out of completed operations. Additional Insured Endorsements shall be submitted with the Certificate(s) of Insurance and must be acceptable to the Recipient.

e. "TAIL" COVERAGE.

If any of the required insurance policies is on a "claims made" basis, such as professional liability insurance or pollution liability insurance, the contractor shall maintain either "tail" coverage or continuous "claims made" liability coverage, provided the effective date of the continuous "claims made" coverage is on or before the effective date of the Subcontract, for a minimum of twenty-four (24) months following the later of: (i) the contractor's completion and Recipient's acceptance of all Services required under the Subcontract or, (ii) the expiration of all warranty periods provided under the Subcontract. Notwithstanding the foregoing twenty-four (24) month requirement, if the contractor elects to maintain "tail" coverage and if the maximum time period "tail" coverage reasonably available in the marketplace is less than the twenty-four (24) month period described above, then the contractor may request and ODOT may grant approval of the maximum "tail" coverage period reasonably available in the marketplace. If ODOT approval is granted, the contractor shall maintain "tail" coverage for the maximum time period that "tail" coverage is reasonably available in the marketplace.

f. NOTICE OF CANCELLATION OR CHANGE.

The contractor or its insurer must provide thirty (30) days' written notice to Recipient before cancellation of, material change to, potential exhaustion of aggregate limits of, or non-renewal of the required insurance coverage(s).

g. CERTIFICATE(S) OF INSURANCE.

Recipient shall obtain from the contractor a certificate(s) of insurance for all required insurance before the contractor performs under the Subcontract. The certificate(s) or an attached endorsement must specify: i) **"State of Oregon, the Oregon Transportation Commission and the Department of Transportation, and their respective officers, members, agents and employees"** as an endorsed Additional Insured in regards to the Commercial General Liability and Automobile Liability policies and ii) that all liability insurance coverages shall be primary and non-contributory with any other insurance and self-insurance, with exception of Workers' Compensation..

The Recipient shall immediately notify ODOT of any change in insurance coverage.



12a

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: December 31, 2020
To: Mayor and City Council
From: Susie Marston, City Manager
Re: City Manager Staff Report for January 7, 2021

Use of Coronavirus Relief Funds

Gervais Micro-Grant Applications

Micro-grant applications were mailed to every Gervais address within the city on November 19. Individuals or businesses had until December 18 to turn their applications in to be eligible for a micro-grant. We received a great response from citizens wanting to take advantage of this opportunity, and in total we released \$46,000 of the Coronavirus Relief Funds that were allocated to the City.

Other uses

With the remainder of the CRF funds we were able to purchase items to aid staff in attending meetings remotely, PPE supplies, and air purifiers. One item we purchased is a Mondopad, which the city will be able to use to provide a Zoom alternative for those who do not want to attend council meetings in person. Staff will also be able to use it for remote meetings. The mondopad is basically a 46" oversized tablet used specifically for remote meetings and trainings.

Master Plan Project Review

Earlier this month, John and I met with our engineer, Gordon Munro to review our master plans and identify projects that should be done in the near future. After our review, we decided that we will move forward with adding aerators to the sewer lagoons to help us with our load capacity (John can explain more). The estimated cost of this project is \$110,000 and is all SDC eligible. The City has over \$400,000 in Wastewater SDC funds and anticipates collecting an additional \$175,000 with the build-out of Ivy Woods Estates. We will also need to look at upgrading the transfer pumping and forced main. Estimated cost of this is about \$820,000, which will require some research on getting some funding for this. Both of these projects are on the short-term list of improvements and will bring our system up to size to handle the load and flow capacity. We are also going to try and plan for replacing pumps inside the water treatment plant for next budget year. Estimated cost of that would be \$300,000. These are big ticket items, so I am going to need to analyze where we're at with our current loans in paying them off and also

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

funding resources available to us. This is just information at this point to let the council know what is coming up. I will keep you informed as I get information.

City Recorder Opening

After 7 years with Gervais, Tim Rhyne has resigned effective January 6. We wish him and his family the very best. I have been working to fill this position and just finished interviewing some candidates this week. I should have my selection made by the time of the council meeting.

Happy New Year!



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

12b

January 2021 Council Report

Reporting period between November 1, 2020 through November 30, 2020	
<u>Calls of service/CAD reports</u>	234
<u>Arrests</u>	5
<u>Traffic offenses</u>	82
<u>Traffic written warnings</u>	49
<u>Assist Agencies outside City limits</u>	6
<u>Assist Agencies inside City limits</u>	7

- Lieutenant Craig Seibel's "online" [REDACTED] classes have been going great. We are so glad to be connecting with the kids and building on our cooperative goal of helping families support our youth to become successful.
- **Gervais School District Partnership:** The Gervais School Board reviewed and approved the Student Success Officer contract on November 17, 2020. Gervais City Council approved the contract on December 3, 2020.
- Student Success Officer- We will be working with the school district to select and determine which of our officers will be assigned to the Student Success Officer position.
- We will be swearing in Officer Markum Megale at the January 7, 2020 Council meeting. Markum was an explorer with Philomath PD, a cadet with Corvallis PD and a solo reserve officer with Stayton. He graduated from the Oregon Police Academy in 2018 and work as deputy with Linn County.
- Oregon Accreditation Alliance- Thanks to some great work by Officer Kristen Quinn we finished the year strong. We have officially requested OAA to begin our assessment and cooperative assistance to become an accredited agency.

- Mark J. Chase, Chief of Police.



CITY OF GERVAIS

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

12c

Gervais Public Works Council Report December 2020

Ivy Woods Update:

The final punch list is being completed. Pavement on the two private roads is slated to be completed. All the flat work has been put in, including the new driveways and added sidewalk on Grove and 7th Street. The Developer has submitted home plans for the 1st of 61 homes to be built. At this time the gas company has not made their tie-in at 8th and Ivy.

The new Christmas tree was built and installed on 4th Street.

The new home that was built on 1st and Elm has been completed.

Two sewer laterals are in the process of being repaired due to root intrusion on 520 1st Street and 940 2nd Street.

The new home being built on Birch and 7th is still under construction. Completion date is unknown at this time.

John Robinson
Public Works Superintendent