

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, September 1, 2022. This meeting will be held in person, with an option to participate by Zoom due to COVID-19 Restrictions. If anyone wants to participate with Zoom, the instructions for accessing the meeting are below.

Meeting Sign-in Instructions:

Topic: September 1, 2022 City of Gervais Council Meeting

Time: September 1, 2022 07:00 PM Pacific Time (US and Canada)

TO JOIN THE MEETING VIA WEBSITE/TABLET/MOBILE:

<https://us06web.zoom.us/j/84849712496?pwd=SW5KSFR4UUxZaUhMWjdkK1lvMzJpQT09>

Meeting ID: 848 4971 2496

Passcode: 155878

TO JOIN THE MEETING VIA TELEPHONE ONLY:

1-253-215-8782 US (Tacoma)

Meeting ID: 848 4971 2496

Passcode: 155878

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

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Announcements/Additions
5. Public Comment:
 - a. Public comment is limited to three (3) minutes per person with an optional two (2) minutes for Council questions and answers. If you wish to address Council please come forward to the podium and identify yourself for the record.

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

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

6. Consent Calendar:
 - a. Minutes of the July 7, 2022 Regular Session
 - b. Minutes of the August 4, 2022 Regular Session
 - c. Bill list for July 27 – August 22, 2022
 - d. Treasurers Report for period ending August 22, 2022
Requested Action: Motion to approve the September 1, 2022 consent calendar as presented.
7. Committee Reports
 - a. Ad Hoc – Skate Park / 4th of July
8. Old Business
 - a. See activity tracker
9. Action Items
 - a. Oregon Infrastructure Contract 4599-DR-OR
 - b. Oregon Infrastructure Contract 4599-DR-OR Amendment No. 1
10. New Business
 - a. Discussion on LOVE, Inc. Water/Sewer Bill Assistance Program.
11. Staff Reports:
 - a. City Manager
 - b. Police Department
 - c. Public Works
12. Business from the Mayor or Council
13. Adjourn

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

1. Call to Order

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

2. Pledge of Allegiance

The Pledge of Allegiance was led by John Harvey.

3. Roll Call

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

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

Others Present: None

4. Announcements/Additions: none

Mayor Gilland moved item 9 a and b in place of item 6 and item 6 will be item 9.

5. Public Comment

Sandra Foote Gregory, 680 Douglas Ave, Gervais Oregon. Foote-Gregory thanked Andrea and her son, and all the people who helped with the parade for doing a wonderful job. She thanked the people for carrying on with what she and her husband used to do.

Sue Fessler, 1020 6th St, Gervais, Oregon suggested to the Council to ban fireworks for 4th of July and New Year's, except for the show. She had friends that lost their dog. He had cancer and it got so upset the blood pressure went up and it bled out. Sue explained her dog has been a basket case, her sister's dog has been the same way, and she read on Gervais Neighbors a lot of people felt the same way. Fessler felt they need to be banned in town especially and the big booms needed to be enforced with a big fine if they get caught.

Bartch said they had spoken about it before and the enforcement of it is what becomes an issue. Chief Chase communicated the big booms were already illegal and they try to do as much as they can with it, but it's dark. It's difficult and you have to be able catch a person in the act and that they make as many contacts as they can.

Chief Chase stated that there were very few complaints this year, although lots of legal fireworks going on. Chase said he thought it would be something that the Council could look at and if they want staff to proceed with research on what other communities have done, they definitely could bring back information to the council to take a look at. Wagner agreed and stated the issue they had was the officers going out, but there's a lot people watching for PD and sirens. Wagner stated a new resident of Gervais had a dog who was having multiple seizures and had one today and she took medicine over to them.

Council asked Chief Chase to look into what other communities were doing. Harvey suggested the council think about a complete ban with a pricey fine. Gilland proposed getting the research back and then doing a workshop. Directive was to do the research. Chase said they would work on it.

Laura Gutiérrez, 367 E Elm Dr., Gervais Oregon. Gutiérrez asked council to look into the community members who did want fireworks. Although she understood the danger, she wanted the research on the other perspective.

Council clarified the research would be done on the illegal fireworks. Harvey suggested informing Gutiérrez when that workshop happened so she could come and listen.

Councilor Bartch read into public comment an email from Jordan Olmsted that was addressed to all of the councilors. It read, "I wanted to inquire whether the mayor's recent comments on the school bond measure is the city's formal position on the matter, and if the city feels that there is not a need for public schools as the church is the only school Gervais needs?". (There was a screenshot inserted into the email of something that was said that says "I can say what I want (with Annie's picture) about anyone I want, because I am the mayor and I go to church. The church is the only school we need. This is my town, retard.") Signed, Sincerely, a concerned citizen.

Councilor Bartch noted she wanted it read into public record because it was a public comment for the group and to let people know that as far as she was aware there was no Council consensus in regards to school bond.

Mayor Gilland claimed it was photo shopped and told Marston she wanted to meet with IT because she was getting spammed by black death and she would be calling the city attorney as well.

Brian Wagner, 166 E Hemlock Dr, Gervais, Oregon. Wagner brought 3 items to the council that he thought everyone should be aware of and start thinking about in order to move forward. He explained what a hate group was and wasn't. He advocated that not everyone on social media in question belonged to a hate group. He defined victim playing and asked the council to start communicating with each other professionally.

Arcadio Pena, 201 E Hemlock Dr, Gervais Oregon. Pena shared that he's a street ministry pastor and wanted to let everyone know that he'll be going around Gervais doing water baptisms in the name of Jesus. He stated he had researched prior presidents that had done well in this country and George Washington said a nation without God is no nation at all. He looked up to George Washington as a founding president and he wanted people to know who he was.

Rocky Sherwood, 2622 Nina place, Gervais, Oregon. Sherwood thanked all the Gervais residents, the Gervais police force and his own Police Chief, Dave Rash and his officers. Sherwood communicated the need to take ahold of all of our communities, end this hate and put our differences aside. His job as a promoter in outside communities was to spread love and provided opportunities for Cole who loves Gervais with his whole heart. He thanked Councilor Harvey for all his hard work staying in the booth, and all the vendors who had booths at the event. He expressed his love for the community.

Laura Gutiérrez, 367 E Elm Dr., Gervais, Oregon. Gutierrez asked how all of this information got to the Spanish community. She offered herself in helping provide information to the families in Gervais who only spoke Spanish.

6. Public Hearings

- a. **VAC 2021-02, Public Alley Vacation, Block 68 of the Gervais Plat, bound by 7th Street, 8th Street, Hemlock Avenue and Ivy Avenue**
 - I. Open the Hearing – Gilland opened hearing at 7:26 pm
 - II. Continue hearing to August 4, 2022

Council President Wagner made a motion to continue the public hearing for Alley Vacation Petition file number VAC 2021-02 to the next regular meeting on Thursday, August 4th, 2022 at 7:00 PM at Gervis City Hall. Seconded by Councilor Bartch. Motion is unanimously carried and so moved.

- III. Mayor Gilland closed meeting at 7:29

Councilor Harvey asked Holly Byram, Gervais City Planner, what the general amount of time was to do a vacate like this because he remembered previous vacates not taking as long. Byram explained that alley vacation procedures were actually in the Oregon Revised Statutes rather than in the Gervais Development Code, and the ORS states that you have to have so many signatures on your petition before the City Council can schedule a public hearing. She continued to explain that the City actually has three vacations in-house right now, and this is the first one to get across the finish line to actually get scheduled. What usually happens is you'll have a property owner get their immediate neighbors' signatures for that alley vacation. The petition she sends will tell them all the remaining signatures they need to get. So the remaining signatures have to be 200 feet in either direction of that alley, and then from block to block basically. So basically, they'll pay for staff time to print out those property owner names and addresses and then they can go door to door and get

those signatures. Byram communicated that the step that takes the most time is for that property owner to get the affected area signatures, and it's difficult to do because not all the houses are owner occupied and sometimes they have to mail out for the signatures. Harvey asked if it was the same procedure used in the past. Byram replied it was the same procedure. Mayor Gilland clarified with Byram if getting the signatures is what had taken so long. Byram replied yes and explained by statute, City Council cannot schedule the public hearing until they have signatures of 100% of the abutting property owners and 2/3 of the affected area, which is that 200 feet in either direction block to block.

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

I. Open the hearing

Mayor Gilland opened the hearing at 7:33 pm

II. Ex-parte Contact or Declaration of Conflict of Interest

None

III. Staff Report

Holly Byram, Associate Planner, Mid-Willamette Valley COG reviewed the staff report with council.

IV. Proponents Presentation

Matthew Johnson, architect with Studio 3 Architecture, Brian Vendetta, engineer (attending via Zoom), representing Ivan Cam, owner of the lot, discussed the application.

Councilor Bartch asked what the unit mix number is. Johnson explained Building A has two 1 bedroom units, eight 2 bedrooms units, and two 3 bedroom units. Building B has two 1 bedroom units, twelve 2 bedroom units, and one 3 bedroom unit. The 4-plexes are all 2 bedroom units. It was discussed and clarified the retention pond maintenance would be the responsibility of the owner. Bartch mentioned depth of the pond and fencing for safety purposes. Matt mentioned looking at it from a code perspective and would discuss it with the owner.

Brian Wagner, 116 E Hemlock Dr. asked them to consider limiting the amount of vehicles per household.

Laura Clifton, 1065 6th St commented on the water situation and asked if there was bigger pipe used for growth to feed the water. Robinson responded that they would perform fire flow tests on all the hydrants and if it meets the fire department standards, they can do it.

Council President Wagner asked about assigned parking. Matt responded that there would be assigned parking, 2 stalls per unit.

Arcadio asked about parking for a tenant that was a business owner with multiple vehicles.

Rocky Sherwood asked about local landscaping opportunities.

V. Opponents Presentation
None

VI. Proponents Rebuttal
In response to Rocky Sherwood's question, Matt Johnson stated that a landscaper had not been selected and he trusted the economic outpouring would be going out and coming in from Gervais.

VII. Staff Summary
Holly Byram, Associate Planner, Mid-Willamette Valley COG, followed up with a staff summary.

In response to the parking question, Byram clarified that with the 50 foot right-of-way and with easements on either side, there would be sufficient room for parking on both sides of the street for the majority of the 200 foot length on Winfield.

She responded to the question about the water system, and after communicating with the city engineer, she understood that this project would be a benefit to the city's water system in terms of redundancy and looping of the water lines. It would be a benefit to some neighborhoods, especially the neighborhood north of the project.

In response to the question about fencing around the storm water retention ponds, she explained that it was not an unreasonable ask for the safety of the Gervais community and it could added as a condition of approval.

VIII. Close Public Hearing
Mayor Gilland closed the public hearing at 8:24 pm

IX. Council Discussion
Mayor Gilland liked the idea of more housing and them having a recreation area. Councilor Bartch asked Chief Chase if he had reviewed the plans in regards to public safety. Chase responded that he had reviewed it and he would be in touch with the developer (Ivan Cam) when he gets to that point in regards to crime prevention lighting because it was a critical component.

X. Council Motion, second and vote

Councilor Bartch made a motion to approve concurrent Site Development Review File Number SDR 2021-02 and Partition File Number PAR 2022-01 and adopt the findings and recommended conditions of approval contained in the staff report to the City Council with a revision to Condition of Approval #7 as provided in the staff memo dated July 7th, 2022, reducing the minimum right-of-way width from 55 feet to 50 feet plus a 2.5 foot sidewalk easement on either side of Winfield and adding an additional condition to fence around the retention pond near to the recreation area. Seconded by Council President Wagner. Motion is unanimously carried and so moved. Roll Call Vote: Harvey-Aye, Bartch-Aye, Wagner-Aye, Gonzalez-Aye. Motion is unanimously carried and so moved.

Byram confirmed next steps would be a mailed Notice of Decision to the applicant and all members of the public who commented this evening. This would provide an appeal period and if anyone was interested in appealing, they could do so following those instructions.

7. Consent Calendar

Councilor Harvey and Mayor Gilland felt there were a lot of things left out of the June 2, 2022 set of minutes. City Recorder, Denise Dahlberg asked the council to make a motion to accept minutes as is and the requested changes be added into next month's minutes as a procedure moving forward. There was a discussion about communication and an explanation was provided on the objective of minute taking.

Council President Wagner made a motion to accept the minutes from June 2, 2022 as is, with the stipulation that the revisions requested by Councilor Harvey and Mayor Gilland are added and emailed to the council for approval. Seconded by Councilor Bartch. Roll call vote , Harvey-Aye, Bartch- Aye, Wagner-Aye, Gonzalez-Aye. Motion is unanimously carried and so moved.

Councilor Bartch made motion to approve the July 7th 2022 consent calendar as presented, with the exception of the June 2nd regular session minutes that are getting amended. Seconded by Council President Wagner. Motion is unanimously carried and so moved.

8. Committee Reports

a. Ad Hoc – Skate Park

Laura Clifton did not provide a written report. She provided a verbal report stating they had a meeting and finalized plans for the 4th of July. No discussion on the skate park. Clifton asked about paperwork for the dunk tank. Wagner will provide invoice to the City. No meeting in July.

9. Presentations

Woodburn Fire Chief Joe Budge provided an update on the Gervais Fire Station. Budge provided a PowerPoint presentation reporting on the fire bond that was approved last May and

explained the effects to the City of Gervais. He explained the objectives approved by the voters. Budge touched on the replacement of emergency equipment, tax rate looking like \$0.17 per thousand and it not looking likely they'll ever reach the \$0.26 that was authorized. He noted the Fire District had acquired the ability to purchase property at Jennings and Butteville Road on a 5 acre parcel. He pointed out the property was zoned as farmland and found that the law allowed siting of fire stations so they will be pursuing exclusions. Budge identified a new road going along the urban growth boundary and that it was an ideal location for future development to cover all of the area in the fire district. Councilor Gonzalez asked for maps of the area. Budge said the maps were reflective of the City of Woodburn but he could provide some for Gervais. Budge informed the council that when the new fire station goes in, the ISO rating for coverage would improve from a 3 to a 2, which would result in a 5% reduction in insurance premiums that residents pay. Gervais residents would get that back with the investment being made in the new station. He showed a slide of the building that houses five fire fighters. He explained they currently had the funding for a basic building and they would be looking for additional funds from the county and state to improve the structure. The overall budget approved by the Fire District Board of Directors is \$3.1 million and they are moving forward with those plans now. He explained it will take about 6 months for the variance process to be finalized and they plan to select their contractor and begin construction this time next year. It will take 6-9 months to complete the project and they will staff volunteers during the spring of 2024. Budge reported this would become the third staffed fire station for the fire district and in the next 5-10 years it will be staffed with career firefighters.

11. Old Business

a. Activity tracker

none

b. Consumer Price Index Information

There was a discussion about Consumer Price Index rate calculation. Mayor Gilland expressed concerns with the way the CPI was calculated and suggested it would be more gradual and less impactful using an annual percentage verses the one month. Bartch pointed out using the CPI calculation as is would be beneficial in the long run. There was a discussion about what a floor and ceiling cap calculation would like. Marston pointed out the importance of staying consistent with the CPI calculation and that it was the key in keeping up with the ebb and flow of the economy. Marston stated the funds need to be run like a business to keep up with current costs.

The council consensus was for City Manager Marston to talk to engineer about a floor number and a cap in regards to the CPI rate.

12. New Business

a. Renew Land Use Planning Contract with Mid- Willamette Valley Council of Governments

Marston explained this was a consideration for the council to approve the contract for the land use planner. Her current fee is \$91 and will increase to \$94

Councilor Bartch made a motion to renew Land Use Planning Contract with Mid- Willamette Valley Council of Governments. Seconded by Council President Wagner. Motion is unanimously carried and so moved.

b. Resolution No. 22-008, A Resolution Authorizing an Intergovernmental Agreement for Municipal Judge between the Cities of Gervais, Hubbard, Aurora, Silverton, Mt. Angel, Donald and Sheridan.

Marston explained that in order for these cities to share the current Gervais Judge, Lori Coukoulis they had to enter into an IGA. Sheridan council recently appointed her as their judge. This resolution authorizes Sheridan to be included in the IGA.

Council President Wagner made a motion to accept Resolution No. 22-008, A Resolution Authorizing an Intergovernmental Agreement for Municipal Judge between the Cities of Gervais, Hubbard, Aurora, Silverton, Mt. Angel, Donald and Sheridan for municipal judge services. Seconded by Councilor Bartch. Motion is unanimously carried and so moved.

c. Approve Marion County Subrecipient Agreement BO-4608-22 for 2021 ARPA Funds and authorize City Manager to sign the same.

Councilor Bartch made a motion to approve Marion County Subrecipient Agreement BO-4608-22 for 2021 ARPA Funds and authorize City Manager to sign the same. Seconded by Council President Wagner. Motion is unanimously carried and so moved.

13. Staff Reports

a. City Manager

Marston reported that bids were collected to move forward on previously discussed street projects. There will be a recommendation made to the council with the intent to award a contract at the August 4th council meeting.

The annual city audit will be in August, and Denise Dahlberg, City Recorder is a key player.

Marston informed the council she would be attending the OCCMA Summer Conference at Eagle Crest in Redmond, and for this first time she has the opportunity to attend the annual ICMA (International City Managers Association) Conference in Columbus, OH September 17-21st. Marston explained that she normally would not attend this conference because the cost is prohibitive to the City, but this year her travel expense would be covered by OCCMA because she is the President of the organization.

b. Police Department – Chief Mark Chase

Chief Chase referred to his written report. No council questions.

c. Public Works – Superintendent John Robinson

Superintendent Robinson referred to his written report. No questions from the council.

14. Business from the Mayor or Council

Mayor Gilland expressed that 4th of July was a big hit and movie night was good.

Council President Wagner mentioned National Night Out would be better because of the weather.

Councilor Harvey asked Robinson if there was a city clean up done before the July 4th event and asked for extra clean up next year. Robinson replied that there was a cleanup done but no power washing or blowing. There was lots of tree trimming and other duties. Harvey asked for it to be cleaner next time.

Marston recognized and thanked Chief Chase and all the officers for taking care of the traffic plan and getting the parade through town. She recognized the Public Works Department for doing all the prep work ahead of time and also volunteering on a holiday where they're not normally scheduled to work. They came in and helped with the parade and garbage coordination and all the behind the scenes stuff. She also recognized Woodburn Fire District for being on hand for fire watch.

Mayor Gilland recognized the whole City and Rocky Sherwood. Brian Wagner offered to help pressure wash sidewalks if Public Works needed the help next year.

Council President Wagner mentioned National Night out would be August 2nd. She mentioned the School District would be providing a BBQ meal. Wagner stated there would be raffles and games and invited the community to come have a good time.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON JULY 7, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

**MINUTES OF THE REGULAR SESSION OF THE GERVAIS CITY COUNCIL
COUNTY OF MARION, STATE OF OREGON
HELD AT GERVAIS CITY HALL WITH ZOOM ALTERNATIVE AT 7:00 PM ON AUGUST 4, 2022**

1. Call to Order

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

2. Pledge of Allegiance

The Pledge of Allegiance was led by John Harvey

3. Roll Call

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

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

Others Present: None

4. Announcements/Additions:

Mayor Gilland deleted item 7 due to no Ad Hoc meeting and substituted for a presentation by Council President Wagner.

City Manager Marston removed July 7, 2022 Regular Session minutes from the consent calendar. They will be on the September agenda

5. Public Comment

Melanie Blair, 250 E Ivy Ave., Gervais, OR was not present, but submitted a written document prior to the council meeting. Mayor Gilland read her public comment aloud. Blair addressed parking issues and speeders on Ivy. Blair suggested parking permits for parking issues and speed bumps for Black Walnut and 1st Street. Blair volunteered her time to catch stray cats and for help with a solution for a fix and release and rehome the cats.

Mayor Gilland addressed Blair’s comment and asked about ordinances on trailers in driveways and suggested that enforcing would help the parking issue. Gilland asked Marston about Tess Diaz and her request. Marston replied she had responded to Diaz. Councilor Foreman noted several feral cats in the area and suggested inquiring about a vet coming to Gervais for free spaying. Gilland knows someone who can help. Council President Wagner stated that the Humane Society was at capacity and suggested reaching out to them for potential help with the

intent of limiting the population of cats. Gilland, Foreman and Wagner will find resources on how to get a free clinic in Gervais.

Gricel Malstrom, 926 Winfield St, Gervais, OR. Malstrom stated she donated to the feral cat association and she would reach out to see if they could do anything for the Gervais community. Malstrom asked for an ADA accommodation and to speak for 3-5 minutes. She informed the council of being stalked and harassed by a community member. She explained Gervais officers showed compassion and did what they could. She complained that at times there were late responses and insufficient tactics from law enforcement officials. Malstrom pointed out that she asked Chief Chase to walk with her through her neighborhood to establish confidence and leadership and was informed she could organize a block party. She did not feel she should organize a block party or block a street to have a state official be present. Malstrom claimed a homeless woman came to her door and she called 911. She called again after 20 minutes and she wasn't given an ETA. Malstrom voiced that it was unacceptable when she received a call at 7:30 am from someone apologizing for no officer on duty. Malstrom communicated there was currently an investigation underway in regards to 911's negligence. Malstrom claims to have identified an unmarked police car parked out front of her home in the morning hours and pointed out that Gervais had no police coverage at night. Malstrom asserted that she would not stand for retaliation and felt she was discriminated against when denied a disability parking area near her home. She concluded that she wanted to be an asset to Gervais using her many skills.

Mayor Gilland stated she went to Malstrom's home and watched video about the harassment from neighbor. Gilland advised Malstrom that she would not intervene and would allow the Police Officers to do their job. Malstrom is having a block party and asked the Chief and Mayor to attend. Mayor Gilland said she would attend and bring strawberry shortcake for the block party. Foreman stated she would make every effort to attend.

6. Consent Calendar:

- a. Minutes of the June 13, 2022 Work Session
- b. Bill list for July 1 – July 26, 2022
- c. Treasurers Report for period ending July 26, 2022

Requested Action: Motion to approve the August 4, 2022 consent calendar as presented.

Council President Wagner made a motion to approve the August 4, 2022 consent calendar as presented. Seconded by Councilor Foreman. Motion is unanimously carried and so moved.

7. Presentations

a. Mr. & Mrs. Santa – Micky Wagner

Council President Wagner presented Mr. & Mrs. Clemmons (Mr. & Mrs. Santa) with a token of appreciation for their dedication to serve during the Gervais Christmas celebrations. Wagner acknowledged they were leaving and they would be missed.

b. Next steps: Building a Partnership for the Betterment of the Entire Community – Gervais School Board Members

Ana Contreras, 20 year community member, addressed the council as a community member, parent and as part of the Gervais School Board. She asked the Gervais City council to partner with the Gervais School Board and explained that as the two biggest employers, the importance of working together to successfully improve the schools and the town. In May the school district asked the community to consider a bond of \$35 million to renew and expand the aging facilities. Contreras noted it had been 30 years since a bond had been passed in the Gervais District. She explained that although the bond did not pass this time, the school board would continue to move forward and consider pursuing the same course of action. Contreras noted the main reason the Board was for the bond was for the safety and security of the students. Their learning environment is important too.

Contreras shared a timeline of the pre-bond planning process. She shared that the District received a grant for an independent facilities assessment of the District's three school buildings, which is what was required to apply for a State of Oregon grant of \$4 million, which the District applied for. The assessment helped determine the status of the facilities and what it might cost to upgrade, rebuild and replace. She spoke about the status of facilities, noting leaking roofs, an old HVAC system, plumbing issues and more as examples. The pre-bond committee, which was made up of parents, teachers, administrators and business partners, used the information from the assessment to come up with a bond proposal that aligns with the District's current priorities and values. The resources that are available to the community determine the extent of support provided to families, and Gervais is a low income community and as such, suffers, because it doesn't have the financial resources that so many other towns have. She spoke about the negative consequences to the community, in the effects of poverty resulting in destructive personal choices and increased crime. The pandemic has impacted the financial and health disparities that we have. A lack of health insurance and access to health services and feelings of isolation have compounded existing inequalities. Contreras explained that we are facing serious obstacles. Comparing wealthy to poor schools, such as Gervais, Contreras stated that poor schools often get less money in state funding and grants than wealthy schools. This is compounded by many children living in an unstable home or unsafe environment, which interferes with students' ability to learn. With the lack of preparation for school, teachers spend a lot of time teaching students basic skills.

Maria Contreras, 20 year community member talked about progress and the affordability of living in Gervais. She expressed the importance of working together to support students. She noted several factors that would increase the population and affect the community: People seeking affordable housing, increasing migration at the border, the new amazon building and new housing in Woodburn and Gervais. Contreras explained the inability to improve the school or community if the City Council and School Board were not working together and asked for the City's time, commitment and support for the schools. She spoke about the disagreements over the last year around how to proceed with the bond and explained that the District provided multiple avenues for community involvement in the pre-bond process by creating a website

with bond information and facts. The District also provided tours and presentations for the community. She acknowledged an awareness of how the request for a bond created division in the community at a time where our nation is dealing with effects of the pandemic. It is unlikely these will be resolve quickly, and that is why it is imperative to work together for the success of the students, and noted that the longer we put off on passing the bond, the more likely it will cost everyone in the future. She asserted there would be plenty of opportunities to help advance the direction of the bond. The school board is asking for a commitment from at least two city council members to participate on the pre-bond planning committee.

Mayor Gilland suggested a meeting to discuss meeting times and commitments using a sign up genie. Council President Wagner asked for a walk through of the schools. Anna Contreras replied they would provide tours and show them the leaky roofs, etc. Contreras asserted that it was imperative and not going away and the community needs to come together.

c. D.A.R.E. Law Enforcement Executive of the Year – Chief Mark Chase

Marston read the nomination letter submitted to D.A.R.E. aloud and presented Chief Chase with the D.A.R.E. award.

Chief Chase thanked Marston and stated it wouldn't be possible without the support of the previous and current leaders of the community and recognized D.A.R.E. for the most effective evidence based, law enforcement led program in the world taught in over 56 countries. He acknowledged Gervais as leaders because D.A.R.E. has been taught here for three years, and the curriculum will eventually be brought to the middle and high schools. The evidence of elementary, middle and high school will be implemented in Gervais over the years and he's hopeful that we'll be an example of that. Chase thanked Marston for the nomination and expressed his appreciation to community leaders for their support in moving forward with the program.

Mayor Gilland shared about losing a family member to drugs, her support for the D.A.R.E. program and expressed her gratitude to Chase and officers for doing a great job.

Gilland invited Ana and Maria and Dandy to Grisel's block party and asked them to bring some resources.

8. Public Hearings

a. VAC 2021-02, Public Alley Vacation, Block 68 of the Gervais Plat, bound by 7th Street, 8th Street, Hemlock Avenue and Ivy Avenue

I. Open the Hearing

Gilland opened hearing at 7:51 p.m.

II. Ex-parte Contact or Declaration of Conflict of Interest
None

- III. Staff Report
Holly Byram, Associate Planner, Mid-Willamette Valley COG provided the staff report.
- IV. Proponents Presentation
None
- V. Opponents Presentation
None
- VI. Proponents Rebuttal
None
- VII. Staff Summary
Holly Byram, Associate Planner, Mid-Willamette Valley COG reminded council that procedurally through the acting ordinance, when the City vacates the alley, the alley right-of-way gets split down the middle and then those pieces of alley get attached and become a part of the private party lots next to it.
- VIII. Close Public Hearing
Mayor Gilland closed hearing at 8:04 p.m.
- IX. Council Discussion
None
- X. Council Motion, second and vote

Council President Wagner made a motion to approve vacation of the 20-foot wide by 200-foot long public alley located within block 68 of the Gervais Town Plat, adopt the findings and recommended condition of approval presented in the staff report, and direct staff to present an enacting ordinance. Seconded by Councilor Foreman. Motion is unanimously carried and so moved.

9. Old Business

a. Activity tracker

Councilor Harvey asked Superintendent Robinson to bring information from the radar signs.

Mayor Gilland inquired about the time frame on park lights. Robinson responded he was in the process of getting three bids.

Council President Wagner asked if there was any word on Sam Brown House. Robinson responded last time he spoke with them it was \$70,000 to move it from present location to property on Douglas. Wagner mentioned reaching out to Historical Society. There was a discussion about the historical value and what parts would be moved. Gilland suggested

establishing a coffee shop or business that makes money if Gervais acquires the Sam Brown House. Marston responded that would be something to think about in the future after the home was moved. It would need to be rezoned. There was a discussion about money, sustainability, and historical memorabilia.

10. Action Items

a. **Ordinance No. 22-003, an ordinance vacating the 20-foot wide public alley within Block 68 of the Gervais Town Plat, bound by 7th Street, 8th Street, Hemlock Avenue and Ivy Avenue.**

Council President Wagner made a motion to approve Ordinance No. 22-003, an ordinance vacating the 20-foot wide public alley within Block 68 of the Gervais Town Plat, bound by 7th Street, 8th Street, Hemlock Avenue and Ivy Avenue. Seconded by Councilor Harvey. Motion unanimously carried and so moved.

b. **911 Emergency Services Agreement**

Moved to September meeting. Chief Chase reported he was waiting for information.

c. **Approve Contract for Services with Grove, Mueller & Swank, P.C. to conduct FY 2021-22 annual audit.**

There was a discussion about changing auditors and Marston will prepare a request for proposal moving forward.

There was a council consensus for City Manager Marston to do a RFP for new auditor. (This was given after Item e, awarding bid for street projects)

Council President Wagner made a motion to approve Contract for Services with Grove, Mueller & Swank, P.C. to conduct FY 2021-22 annual audit. Seconded by Councilor Foreman. Motion is unanimously carried and so moved.

d. **Accept audit Engagement Letter from Grove, Mueller & Swank, P.C.**

Councilor Foreman made a motion to accept audit Engagement Letter from Grove, Mueller & Swank, P.C. Seconded by Council President Wagner. Motion is unanimously carried and so moved.

e. **Intent to award bid for street projects**

Councilor Foreman made a motion with the intent to award bid of \$667,573 for street projects. Seconded by Council President Wagner. Motion is unanimously carried and so moved.

11. New Business

a. Ballot for 2023 Legislative Priorities Due August 5

Marston informed the council what the Legislative Priorities Ballot from the LOC was and explained that the council needed to vote on their top 5 legislative priorities. She explained that she needed to respond tomorrow by 5 pm. There was a council discussion to decide on their top 5 priorities. Council decided on housing issue, public official protection, transportation, water rates, and property tax. City Manager Marston will report on the council's behalf.

b. Discussion about Measure 109 – Psilocybin mushrooms

A memo on this subject was provided in the council packet by City Attorney, Emily Matasar. The memo described the actions that the City could take in regulating this activity. However, City Manager Marston started the conversation by informing the council that state law prohibits locating a service center within residential zones of an incorporated city or within 1,000 feet of a school. In addition, state law prohibits the manufacturing of psilocybin products outdoors. Marston explained that the City of Gervais is primarily residential and the rest of the commercial and industrial properties are within 1,000 feet of the schools. Mushroom activity is prohibited by state law. She explained that the options outlined in the memo were similar to when marijuana was made legal and so they know that the commercial and industrial properties are within 1,000 feet of the school from assessing it back then. The City's options would be to put a ballot title on the November Ballot, put a moratorium in place or set time, place and manner restrictions. Marston explained that because state law covers Gervais, no council action would be needed.

12. Staff Reports

a. City Manager

Marston explained staff was sick the week prior.

Annual Audit is coming end of August, Denise is key player.

Denise received a grant to attend the CIS Conference in Salem.

Chief Chase and Marston have been on a steering committee for a Natural Hazard Mitigation Plan. Council will be able to review the plan and then it will be sent to FEMA for approval. The end result will be that Gervais gets a FEMA Approved Hazard Mitigation Plan, which will be a great tool to obtain grants.

After the audit, Marston and Denise will start making appointments for getting demonstrations on different websites.

Marston reported that the City has two active ODOT grants, ARPA grant from Marion County, and the FEMA tree farm project, all requiring a lot of reporting and record keeping.

Marston reported back to council on their request to have her check in with rate specialist Deb Gallardi and City Engineer Gordon Munro. Monroe commented that using the CPI as we've been using it is straight forward and defensible. Using a floor and ceiling is more complex and indicated it has pros and cons. There will be times when the adjustment is out of sync with the actual circumstances so if ceiling set too low it could be a long term problem, as the rates would fall behind where need to be, and if the floor is set too high there could be a perceived equity question; rates going up and no defensible reason. Having an appropriate ceiling is a buffer for citizens during inflationary times, particularly those on fixed incomes. Having a floor allows the city to stay ahead of the game and perhaps do some catch up. Setting a floor and ceiling appropriately is important and should be revisited to make sure it is doing what it is intended on doing. Deb Gallardi was in agreement with all of Gordon's comments and in summary added that using the CPI alone as we do now, at a minimum, is still not keeping up with capital improvements needed and suggested using the CPI as suggested and not assigning a floor and ceiling.

Mayor Gilland stated her and Susie would be meeting with Rosetta from Love, Inc. on August 9th to discuss a potential partnership. Gilland shared her thoughts with the council on water bill assistance and asked if they were okay with her suggesting \$5,000 a year for people in need and having Love, Inc. distribute on behalf of Gervais. Council was okay with it. Someone from the audience (Gricel?) would donate \$1,000 to Love, Inc.

Council Wagner about getting Gervais on the list with Love, Inc. for community assistance and stated that Hubbard, Aurora, St. Paul, and Donald are listed. Mayor Gilland thought that would take a partnership with Love, Inc. and would ask about that. Council President Wagner suggested making funds available within the City. There was a discussion about distribution of funds and partnership with Love, Inc. Mayor Gilland thought giving assistance this way would put staff in a vulnerable position.

b. Police Department – Chief Mark Chase

Chief Chase provided a written report in the council packet. He responded to the questions about feral cats and people living in trailers. They have investigated and issued citations for ordinance violations that have been a problem. In keeping with the philosophy council has asked of the police department, Chase reminded the council that they try to work with people first before issuing fines. Sometimes, he explained, that's all that gets their attention to comply. Chase explained that the police department is conducting business and he welcomed anyone to come visit him if they had questions or issues about what is being done and how it is being taken care of.

c. Public Works – Superintendent John Robinson

Robinson reported a main leak at Hemlock. Public Works contacted Superintendent from Hubbard who had the part needed to fix it. It was repaired by Kyle and Joe and they did a great job. Robinson stated this was the second main leak in 6 months. The saddle mains are wearing out and Robinson is in communication with City Manager Marston about a plan to fix the mains in that area. Foreman suggested being more proactive in communication and informing

community members about their water being shut off. Robinson explained Public Works notifies City Hall. There was a discussion about how to inform Gervais Citizens.

13. Business from the Mayor or Council

14. Adjourn

Mayor Gilland adjourned the meeting at 8:51 pm.

I, DENISE DAHLBERG, DO HEREBY CERTIFY THAT THE FOREGOING MINUTES OF SAID MEETING OF THE GERVAIS CITY COUNCIL HELD ON AUGUST 4, 2022 ARE, TO THE BEST OF MY ABILITY, CORRECT AS RECORDED.

ATTESTED:

Denise Dahlberg, City Recorder

Annie Gilland, Mayor

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City of Gervals
Bill List
July 27, 2022 - August 22, 2022

Amazon Capital Services	8/16/2022	headphones, etc	General Fund	Admin	78.49
	8/16/2022	rain gauge, tp, paper towels, etc	General Fund	Streets	44.49
	8/16/2022	rain gauge, tp, paper towels, etc	Water Fund	Water	44.49
	8/16/2022	rain gauge, tp, paper towels, etc	Sewer Fund	Sewer	44.48
				TOTAL:	211.95
Backflow Management	8/16/2022	July 2022 Backflow Svcs	Water Fund	Backflow	600.00
	8/16/2022	Letters mailed - June 2022	Water Fund	Backflow	64.00
				TOTAL:	664.00
Biolynceus LLC	8/16/2022	Probiotic Scrubber II	Sewer Fund	Sewer	1,905.90
				TOTAL:	1,905.90
Bretthauer Oil Co.	8/16/2022	July 2022 Fuel Charges	General Fund	Police	1,408.47
	8/16/2022	July 2022 Fuel Charges	General Fund	Streets	302.39
	8/16/2022	July 2022 Fuel Charges	Water Fund	Water	302.39
	8/16/2022	July 2022 Fuel Charges	Sewer Fund	Sewer	302.38
				TOTAL:	2,315.63
CIS Trust	8/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	147.42
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Admin	156.39
	8/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Admin	294.67
	8/1/2022	KAI/WILL/CH	General Fund	Admin	30.62
	8/1/2022	LIFE INSURANCE	General Fund	Admin	1.55
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	147.42
	8/1/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	4,000.66
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Police	152.89
	8/1/2022	MEDICAL/DENTAL B/C COPAY B	General Fund	Police	1,445.32
	8/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Police	2,044.84
	8/1/2022	EMPLOYEE MED INSURANCE	General Fund	Police	1,584.78
	8/1/2022	KAI/WILL/CH	General Fund	Police	30.62
	8/1/2022	LIFE INSURANCE	General Fund	Police	21.18
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	General Fund	Court	36.85
	8/1/2022	EMPLOYEE/FAMILY MED INS	General Fund	Court	196.45
	8/1/2022	KAI/WILL/CH	General Fund	Court	7.65
	8/1/2022	LIFE INSURANCE	General Fund	Court	0.31
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street	Street Improvement	73.71
	8/1/2022	EMPLOYEE/SP MEDICAL INS	State Tax Street	Street Improvement	372.81
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	State Tax Street	Street Improvement	422.02
	8/1/2022	EMPLOYEE/FAMILY MED INS	State Tax Street	Street Improvement	920.18
	8/1/2022	KAI/WILL/CH	State Tax Street	Street Improvement	15.31
	8/1/2022	LIFE INSURANCE	State Tax Street	Street Improvement	5.93
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	147.42
	8/1/2022	EMPLOYEE/SP MEDICAL INS	Water Fund	Water	484.65
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	Water Fund	Water	344.79
	8/1/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	460.09
	8/1/2022	EMPLOYEE/FAMILY MED INS	Water Fund	Water	687.56
	8/1/2022	KAI/WILL/CH	Water Fund	Water	30.62
	8/1/2022	LIFE INSURANCE	Water Fund	Water	7.65
	8/1/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	147.42
	8/1/2022	EMPLOYEE/SP MEDICAL INS	Sewer Fund	Sewer	484.65
8/1/2022	EMPLOYEE MEDICAL INSURANCE	Sewer Fund	Sewer	344.79	
8/1/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	460.09	
8/1/2022	EMPLOYEE/FAMILY MED INS	Sewer Fund	Sewer	687.56	
8/1/2022	KAI/WILL/CH	Sewer Fund	Sewer	30.62	
8/1/2022	LIFE INSURANCE	Sewer Fund	Sewer	7.65	
8/1/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	36.84	
8/1/2022	EMPLOYEE/SP MEDICAL INS	Storm Drainage	Storm Drainage	149.12	
8/1/2022	EMPLOYEE MEDICAL INSURANCE	Storm Drainage	Storm Drainage	115.04	
8/1/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	204.48	
8/1/2022	EMPLOYEE/FAMILY MED INS	Storm Drainage	Storm Drainage	98.23	
8/1/2022	KAI/WILL/CH	Storm Drainage	Storm Drainage	7.65	
8/1/2022	LIFE INSURANCE	Storm Drainage	Storm Drainage	2.27	
				TOTAL:	17,048.77

City of Gervais
Bill List
July 27, 2022 - August 22, 2022

			TOTAL:	81.96
League of Oregon Cities	8/16/2022 Job Posting	General Fund	Admin	20.00
			TOTAL:	20.00
Les Schwab	8/16/2022 profile tube	General Fund	Streets	25.99
	8/16/2022 profile tube	General Fund	Parks Department	25.99
			TOTAL:	51.98
Moonlight Maintenance	8/16/2022 July 2022 Janitorial	General Fund	Admin	528.00
			TOTAL:	528.00
NW Natural Gas	8/16/2022 07/05-08/03/22 CH Heating	General Fund	Admin	25.65
	8/16/2022 07/05-08/03/22 Heating PD	General Fund	Police	15.76
			TOTAL:	41.41
One Call Concepts	8/16/2022 July 2022 Locate Tickets	Water Fund	Water	6.60
	8/16/2022 July 2022 Locate Tickets	Sewer Fund	Sewer	6.60
			TOTAL:	13.20
Oregon Association of Water Utilities	8/16/2022 Lagoon Profile 2022 Comple	Sewer Fund	Sewer	3,750.00
			TOTAL:	3,750.00
Oregon Department of Revenue	8/1/2022 SUTA	General Fund	Admin	15.03
	8/1/2022 WORKERS COMP	General Fund	Admin	0.83
	8/1/2022 SUTA	General Fund	Police	205.84
	8/1/2022 WORKERS COMP	General Fund	Police	12.29
	8/1/2022 SUTA	General Fund	Court	9.17
	8/1/2022 WORKERS COMP	General Fund	Court	0.24
	8/1/2022 SUTA	State Tax Street	Street Improvement	61.36
	8/1/2022 WORKERS COMP	State Tax Street	Street Improvement	2.29
	8/1/2022 SUTA	Water Fund	Water	59.09
	8/1/2022 WORKERS COMP	Water Fund	Water	2.25
	8/1/2022 SUTA	Sewer Fund	Sewer	59.09
	8/1/2022 WORKERS COMP	Sewer Fund	Sewer	2.25
	8/1/2022 SUTA	Storm Drainage	Storm Drainage	18.28
	8/1/2022 WORKERS COMP	Storm Drainage	Storm Drainage	0.62
			TOTAL:	448.63
PGE	8/16/2022 PGE-Multiple Accounts	General Fund	Admin	677.98
	8/16/2022 PGE-Multiple Accounts	General Fund	Streets	23.28
	8/16/2022 PGE-Multiple Accounts	General Fund	Parks Department	11.00
	8/16/2022 PGE-Multiple Accounts	State Tax Street	Street Improvement	33.95
	8/16/2022 PGE-Multiple Accounts	State Tax Street	Street Improvement	21.82
	8/16/2022 PGE-Multiple Accounts	State Tax Street	Street Improvement	1,722.53
	8/16/2022 PGE-Multiple Accounts	Water Fund	Water	1,542.16
	8/16/2022 PGE-Multiple Accounts	Water Fund	Water	689.68
	8/16/2022 PGE-Multiple Accounts	Sewer Fund	Sewer	1,674.92
	8/16/2022 PGE-Multiple Accounts	Sewer Fund	Sewer	98.99
	8/16/2022 PGE-Multiple Accounts	Sewer Fund	Sewer	1,733.19
	8/16/2022 PGE-Multiple Accounts	Sewer Fund	Sewer	161.59
			TOTAL:	8,391.09
Pacific Office Automation	8/16/2022 Copier Lease/ CH	General Fund	Admin	183.10
	8/16/2022 Copier/Lease - PD	General Fund	Police	155.36
			TOTAL:	338.46
Pamplin Media Group	8/16/2022 Notice of Pblc Hrng Ally Vac	General Fund	Admin	130.38
			TOTAL:	130.38

City of Gervais
 Bill List
 July 27, 2022 - August 22, 2022

Susie Marston	8/16/2022	Mileage Reimburse-Detroit	General Fund	Admin	81.50
				TOTAL:	81.50
Tetra Tech, Inc.	8/16/2022	City Engineering Svcs	General Fund	Admin	963.16
	8/16/2022	City Engineering Svcs	General Fund	Streets	240.79
	8/16/2022	City Eng Svcs thr 05/27/20	State Tax Street	Street Improvement	5,288.40
	8/16/2022	City Engineering Svcs	State Tax Street	Street Improvement	3,352.37
	8/16/2022	City Eng Svcs thr 05/27/20	Sewer Fund	Sewer	1,444.76
	8/16/2022	City Engineering Svcs	Sewer Fund	Sewer	722.39
	8/16/2022	City Engineering Svcs	Storm Drainage	Storm Drainage	361.19
				TOTAL:	12,373.06
US Postal Service	8/16/2022	Water/ Wastewater Postage	Water Fund	Water	250.00
	8/16/2022	Water/ Wastewater Postage	Sewer Fund	Sewer	250.00
				TOTAL:	500.00
Vantagepoint Transfer Agents - 3030	8/1/2022	457B Contribution	General Fund	Police	500.02
				TOTAL:	500.02
Wilbur-Ellis	8/16/2022	Weedmaster, Chemicals	General Fund	Streets	224.67
	8/16/2022	Weedmaster, Chemicals	Water Fund	Water	224.67
	8/16/2022	Weedmaster, Chemicals	Sewer Fund	Sewer	224.67
				TOTAL:	674.01
				GRAND TOTAL	63,925.95
FUND TOTALS					
		100 General Fund			22,493.28
		110 State tax Street Fund			13,601.53
		200 Water Fund			8,994.39
		210 Sewer Fund			17,639.39
		215 Storm Drainage			1,197.36
		GRAND TOTAL:			63,925.95

CITY OF GERVAIS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: AUGUST 31ST, 2021

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100-General Fund
FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	1,018,435.00	16,275.64	23,787.22	2.34	994,647.78
Fees for Services	35,000.00	4,038.67	9,528.05	27.22	25,471.95
Fines & Forfeitures	60,000.00	5,096.98	10,329.72	17.22	49,670.28
Licenses & Permits	9,250.00	269.70	3,080.63	33.30	6,169.37
Intergovernmental Rev	179,615.00	4,090.72	8,963.93	4.99	170,651.07
Fund Balance	245,766.00	0.00	0.00	0.00	245,766.00
TOTAL REVENUES	1,548,066.00	29,771.71	55,689.55	3.60	1,492,376.45
<u>EXPENDITURE SUMMARY</u>					
General Government	434,087.00	9,213.35	38,453.91	8.86	395,633.09
Police Department	1,024,238.00	85,313.44	201,164.70	19.64	823,073.30
Street Department	34,778.00	7,100.88	23,608.72	67.88	11,169.28
Parks Department	25,414.00	45.87	1,434.22	5.64	23,979.78
Municipal Court	26,321.00	2,668.48	5,679.38	21.58	20,641.62
Mayor & City Council	3,228.00	693.41	769.72	23.85	2,458.28
TOTAL EXPENDITURES	1,548,066.00	105,035.43	271,110.65	17.51	1,276,955.35
REVENUES OVER/(UNDER) EXPENDITURES	0.00	(75,263.72)	(215,421.10)		215,421.10

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

110-State Tax Street Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	254,500.00	24,423.84	42,087.92	16.54	212,412.08
Intergovernmental Rev	383,000.00	0.00	0.00	0.00	383,000.00
Fund Balance	<u>809,855.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>809,855.00</u>
TOTAL REVENUES	<u>1,447,355.00</u>	<u>24,423.84</u>	<u>42,087.92</u>	<u>2.91</u>	<u>1,405,267.08</u>
<u>EXPENDITURE SUMMARY</u>					
Street Improvement	<u>1,447,355.00</u>	<u>12,365.00</u>	<u>45,572.73</u>	<u>3.15</u>	<u>1,401,782.27</u>
TOTAL EXPENDITURES	<u>1,447,355.00</u>	<u>12,365.00</u>	<u>45,572.73</u>	<u>3.15</u>	<u>1,401,782.27</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	12,058.84 (	3,484.81)		3,484.81

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

200-Water Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	900.00	62.74	125.03	13.89	774.97
Fees for Services	401,850.00	38,464.15	78,866.48	19.63	322,983.52
Fund Balance	<u>232,964.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>232,964.00</u>
TOTAL REVENUES	<u>635,714.00</u>	<u>38,526.89</u>	<u>78,991.51</u>	<u>12.43</u>	<u>556,722.49</u>
<u>EXPENDITURE SUMMARY</u>					
Water	527,914.00	32,308.56	87,085.65	16.50	440,828.35
Water System Improvement	100,000.00	0.00	0.00	0.00	100,000.00
Water Backflow	<u>7,800.00</u>	<u>630.00</u>	<u>1,890.00</u>	<u>24.23</u>	<u>5,910.00</u>
TOTAL EXPENDITURES	<u>635,714.00</u>	<u>32,938.56</u>	<u>88,975.65</u>	<u>14.00</u>	<u>546,738.35</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	5,588.33 (	9,984.14)		9,984.14

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

210-Sewer Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	650.00	75.34	146.94	22.61	503.06
Fees for Services	526,510.00	34,037.00	88,713.62	16.85	437,796.38
Intergovernmental Rev	1,000,000.00	0.00	0.00	0.00	1,000,000.00
Fund Balance	<u>161,113.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>161,113.00</u>
TOTAL REVENUES	<u>1,688,273.00</u>	<u>34,112.34</u>	<u>88,860.56</u>	<u>5.26</u>	<u>1,599,412.44</u>
<u>EXPENDITURE SUMMARY</u>					
Sewer	<u>1,688,273.00</u>	<u>20,148.24</u>	<u>67,182.41</u>	<u>3.98</u>	<u>1,621,090.59</u>
TOTAL EXPENDITURES	<u>1,688,273.00</u>	<u>20,148.24</u>	<u>67,182.41</u>	<u>3.98</u>	<u>1,621,090.59</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	13,964.10	21,678.15		(21,678.15)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

215-Storm Drainage
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	100.00	10.23	19.95	19.95	80.05
Fees for Services	65,960.00	5,289.40	10,124.21	15.35	55,835.79
Fund Balance	<u>28,582.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>28,582.00</u>
TOTAL REVENUES	<u>94,642.00</u>	<u>5,299.63</u>	<u>10,144.16</u>	<u>10.72</u>	<u>84,497.84</u>
<u>EXPENDITURE SUMMARY</u>					
Storm Drainage	<u>94,642.00</u>	<u>3,502.61</u>	<u>6,852.04</u>	<u>7.24</u>	<u>87,789.96</u>
TOTAL EXPENDITURES	<u>94,642.00</u>	<u>3,502.61</u>	<u>6,852.04</u>	<u>7.24</u>	<u>87,789.96</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,797.02	3,292.12	(	3,292.12)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

300-Water Reserve
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	100.00	7.12	14.48	14.48	85.52
Other	15,000.00	0.00	0.00	0.00	15,000.00
Fund Balance	<u>30,185.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>30,185.00</u>
TOTAL REVENUES	<u>45,285.00</u>	<u>7.12</u>	<u>14.48</u>	<u>0.03</u>	<u>45,270.52</u>
<u>EXPENDITURE SUMMARY</u>					
Water Reserve	<u>45,285.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,285.00</u>
TOTAL EXPENDITURES	<u>45,285.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>45,285.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	7.12	14.48	(	14.48)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

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

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	70.00	5.30	9.81	14.01	60.19
Fees for Services	0.00	2,000.00	2,000.00	0.00 (	2,000.00)
Fines & Forfeitures	12,500.00	0.00	0.00	0.00	12,500.00
Other	1,500.00	0.00	500.00	33.33	1,000.00
Fund Balance	<u>7,805.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,805.00</u>
TOTAL REVENUES	<u>21,875.00</u>	<u>2,005.30</u>	<u>2,509.81</u>	<u>11.47</u>	<u>19,365.19</u>
<u>EXPENDITURE SUMMARY</u>					
D.A.R.E. Fund	<u>21,875.00</u>	<u>0.00</u> (	<u>49.00)</u>	<u>0.22-</u>	<u>21,924.00</u>
TOTAL EXPENDITURES	<u>21,875.00</u>	<u>0.00</u> (	<u>49.00)</u>	<u>0.22-</u>	<u>21,924.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,005.30	2,558.81	(	2,558.81)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

310-PD Vehicle Replacement
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	120.00	11.87	30.74	25.62	89.26
Fees for Services	650.00	30.00	140.00	21.54	510.00
Other	15,000.00	0.00	0.00	0.00	15,000.00
Fund Balance	<u>35,945.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>35,945.00</u>
TOTAL REVENUES	<u>51,715.00</u>	<u>41.87</u>	<u>170.74</u>	<u>0.33</u>	<u>51,544.26</u>
<u>EXPENDITURE SUMMARY</u>					
PD Vehicle Repacement	<u>51,715.00</u>	<u>13,569.00</u>	<u>13,569.00</u>	<u>26.24</u>	<u>38,146.00</u>
TOTAL EXPENDITURES	<u>51,715.00</u>	<u>13,569.00</u>	<u>13,569.00</u>	<u>26.24</u>	<u>38,146.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00 (	13,527.13) (	13,398.26)		13,398.26

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

312-Capital Reserve Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	350.00	26.77	53.84	15.38	296.16
Fees for Services	15,615.00	1,300.00	2,600.00	16.65	13,015.00
Fund Balance	<u>70,149.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>70,149.00</u>
TOTAL REVENUES	<u>86,114.00</u>	<u>1,326.77</u>	<u>2,653.84</u>	<u>3.08</u>	<u>83,460.16</u>
<u>EXPENDITURE SUMMARY</u>					
Capital Reserve Fund	<u>86,114.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,114.00</u>
TOTAL EXPENDITURES	<u>86,114.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>86,114.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,326.77	2,653.84	(	2,653.84)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

314-PW Vehicle Replacement
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
Other	10,500.00	0.00	0.00	0.00	10,500.00
TOTAL REVENUES	10,500.00	0.00	0.00	0.00	10,500.00
<u>EXPENDITURE SUMMARY</u>					
PW Vehicle Replacement	10,500.00	0.00	0.00	0.00	10,500.00
TOTAL EXPENDITURES	10,500.00	0.00	0.00	0.00	10,500.00

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

315-Bike Path Construction
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	65.00	4.43	9.01	13.86	55.99
Other	1,000.00	0.00	0.00	0.00	1,000.00
Fund Balance	<u>10,448.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,448.00</u>
TOTAL REVENUES	<u>11,513.00</u>	<u>4.43</u>	<u>9.01</u>	<u>0.08</u>	<u>11,503.99</u>
<u>EXPENDITURE SUMMARY</u>					
Bike Path Construction	<u>11,513.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,513.00</u>
TOTAL EXPENDITURES	<u>11,513.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>11,513.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	4.43	9.01	(	9.01)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

320-Parks Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	300.00	33.75	68.68	22.89	231.32
Fees for Services	2,500.00	0.00	0.00	0.00	2,500.00
Intergovernmental Rev	15,000.00	0.00	0.00	0.00	15,000.00
Other	50,000.00	0.00	0.00	0.00	50,000.00
Fund Balance	<u>71,950.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>71,950.00</u>
TOTAL REVENUES	<u>139,750.00</u>	<u>33.75</u>	<u>68.68</u>	<u>0.05</u>	<u>139,681.32</u>
<u>EXPENDITURE SUMMARY</u>					
Parks	<u>139,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>139,750.00</u>
TOTAL EXPENDITURES	<u>139,750.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>139,750.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	33.75	68.68	(	68.68)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

330-Water SDC Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	720.00	47.90	95.65	13.28	624.35
Fees for Services	41,206.00	3,746.00	33,714.00	81.82	7,492.00
Fund Balance	<u>248,621.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>248,621.00</u>
TOTAL REVENUES	<u>290,547.00</u>	<u>3,793.90</u>	<u>33,809.65</u>	<u>11.64</u>	<u>256,737.35</u>
<u>EXPENDITURE SUMMARY</u>					
Water SDC	<u>290,547.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290,547.00</u>
TOTAL EXPENDITURES	<u>290,547.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>290,547.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	3,793.90	33,809.65	(	33,809.65)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

335-Sewer SDC Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	3,000.00	286.20	575.93	19.20	2,424.07
Fees for Services	63,569.00	13,279.00	64,511.00	101.48	(942.00)
Fund Balance	<u>814,099.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>814,099.00</u>
TOTAL REVENUES	<u>880,668.00</u>	<u>13,565.20</u>	<u>65,086.93</u>	<u>7.39</u>	<u>815,581.07</u>
<u>EXPENDITURE SUMMARY</u>					
Sewer SDC	<u>880,668.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>880,668.00</u>
TOTAL EXPENDITURES	<u>880,668.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>880,668.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	13,565.20	65,086.93	(	65,086.93)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

340-Storm Water SDC
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	660.00	64.02	129.45	19.61	530.55
Fees for Services	18,557.00	1,687.00	15,183.00	81.82	3,374.00
Fund Balance	<u>202,551.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>202,551.00</u>
TOTAL REVENUES	<u>221,768.00</u>	<u>1,751.02</u>	<u>15,312.45</u>	<u>6.90</u>	<u>206,455.55</u>
<u>EXPENDITURE SUMMARY</u>					
Storm Water SDC	<u>221,768.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>221,768.00</u>
TOTAL EXPENDITURES	<u>221,768.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>221,768.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	1,751.02	15,312.45	(	15,312.45)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

342-Parks SDC
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	750.00	68.20	137.64	18.35	612.36
Fees for Services	18,557.00	2,356.00	21,204.00	114.26 (	2,647.00)
Fund Balance	<u>237,630.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>237,630.00</u>
TOTAL REVENUES	<u>256,937.00</u>	<u>2,424.20</u>	<u>21,341.64</u>	<u>8.31</u>	<u>235,595.36</u>
<u>EXPENDITURE SUMMARY</u>					
Parks SDC	<u>256,937.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>256,937.00</u>
TOTAL EXPENDITURES	<u>256,937.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>256,937.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	2,424.20	21,341.64	(	21,341.64)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

345-4th of July
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	20.00	0.00	0.00	0.00	20.00
Fees for Services	300.00	0.00	0.00	0.00	300.00
Other	4,350.00	0.00	0.00	0.00	4,350.00
Fund Balance	<u>394.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>394.00</u>
TOTAL REVENUES	<u>5,064.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,064.00</u>
<u>EXPENDITURE SUMMARY</u>					
4th of July	<u>5,064.00</u>	<u>0.00</u>	<u>2,392.26</u>	<u>47.24</u>	<u>2,671.74</u>
TOTAL EXPENDITURES	<u>5,064.00</u>	<u>0.00</u>	<u>2,392.26</u>	<u>47.24</u>	<u>2,671.74</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.00	(2,392.26)		2,392.26

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

350-Special Events
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	20.00	0.43	0.88	4.40	19.12
Fund Balance	<u>919.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>919.00</u>
TOTAL REVENUES	939.00	0.43	0.88	0.09	938.12
<u>EXPENDITURE SUMMARY</u>					
Special Events	<u>939.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>939.00</u>
TOTAL EXPENDITURES	939.00	0.00	0.00	0.00	939.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	0.43	0.88	(	0.88)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

360-American Rescue Fund
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	307,768.00	306,568.24	306,568.24	99.61	1,199.76
Fund Balance	307,923.00	0.00	0.00	0.00	307,923.00
TOTAL REVENUES	615,691.00	306,568.24	306,568.24	49.79	309,122.76
<u>EXPENDITURE SUMMARY</u>					
Capital Outlay	615,691.00	0.00	0.00	0.00	615,691.00
TOTAL EXPENDITURES	615,691.00	0.00	0.00	0.00	615,691.00
REVENUES OVER/(UNDER) EXPENDITURES	0.00	306,568.24	306,568.24	(	306,568.24)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

500-Debt - Water
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	100.00	10.16	20.68	20.68	79.32
Other	20,000.00	0.00	0.00	0.00	20,000.00
Fund Balance	<u>21,657.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>21,657.00</u>
TOTAL REVENUES	<u>41,757.00</u>	<u>10.16</u>	<u>20.68</u>	<u>0.05</u>	<u>41,736.32</u>
<u>EXPENDITURE SUMMARY</u>					
Debt - Water	<u>41,757.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,757.00</u>
TOTAL EXPENDITURES	<u>41,757.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>41,757.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	10.16	20.68	(	20.68)

CITY OF GERVAIS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: AUGUST 31ST, 2021

510-Debt - Sewer
 FINANCIAL SUMMARY

16.67% OF FISCAL YEAR

	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	% OF BUDGET	BUDGET BALANCE
<u>REVENUE SUMMARY</u>					
General Gov't Tax Rev	250.00	33.00	67.15	26.86	182.85
Other	60,000.00	0.00	0.00	0.00	60,000.00
Fund Balance	<u>65,898.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>65,898.00</u>
TOTAL REVENUES	<u>126,148.00</u>	<u>33.00</u>	<u>67.15</u>	<u>0.05</u>	<u>126,080.85</u>
<u>EXPENDITURE SUMMARY</u>					
Debt - Sewer	<u>126,148.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>126,148.00</u>
TOTAL EXPENDITURES	<u>126,148.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>126,148.00</u>
REVENUES OVER/(UNDER) EXPENDITURES	0.00	33.00	67.15	(	67.15)

Gervais Parks & Recreation Committee Update

7a

DATE: August 9, 2022

Attendance: Keith, Annie, Laura & Erica

TIME: 6:30

Meeting was cancelled due for lack of quorum

We did listen to our guest speaker Master Staff Sergeant Charles Parker from the Oregon Army National Guard.

City of Gervais
Activity Tracker
Last Updated: August 25, 2022

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

City of Gervais
Activity Tracker
Last Updated: August 25, 2022

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

City of Gervais
Activity Tracker
Last Updated: August 25, 2022

Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
8	10/2021	Skate Park	Youth requested council to build a skate park	Ad Hoc Committee	plants in right-of-way to properly design sidewalk. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4 th . Intent to award will be given at August 4 th council meeting. Contract awarded, Kodiak Construction will be mobilizing August 29th on 8th & Juniper. Assigned to Ad Hoc Committee at the October council meeting. Laura Clifton provided an update on 12/2 council meeting on location possibilities. She will be attending a meeting with Sacred Heart on 1/18. Waiting for response from Sacred Heart meeting on 01/18. Ad Hoc committee continues to provide updates to council. Ad Hoc committee to report progress on 3 on 3 basketball fundraiser. Tournament registration and flyer are on city's website and also available at City Hall. John cancelled fence rental for 4 th St because the tournament has been moved to Sacred Heart. \$3,000 raised from circus ticket sales. Basketball tournament has been cancelled and may be rescheduled.
9	08/2020	Douglas Crosswalks/Elementary Sidewalk (Safe Routes to School 2020)	Student safety	Susie/John	Marion County is currently reviewing the project as of 10/21/21. Final design is in progress. Bidding anticipated in the spring. Final design wrapping up, delay in getting comments back from County. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4 th . Intent to award will be given at August 4 th council meeting. Contract awarded, Kodiak Construction will be mobilizing August 29th on 8th & Juniper.
10	12/2020	Juniper/7 th Street-Close 8th St entry/exit to Ivy (SCA	Traffic safety	Susie/John	Marion County is currently reviewing the project as of 10/21/21. Final design is in progress. Bidding

City of Gervais
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Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
11	Summer 2020	Sam Brown House	Relocate house inside Gervais city limits	Susie/John	<p>anticipated in the spring. Final design wrapping up, delay in getting comments back from County. Project will be advertised for bid July 6, bid opening on July 27, council give intent to award on August 4th. Intent to award will be given at August 4th council meeting. Contract awarded, Kodiak Construction will be mobilizing August 29th on 8th & Juniper.</p> <p>Waiting to hear back from owner and to figure out funding options for moving and restoration. Susie received email from somebody on restoration. John talked with house owner. Owner will make a request for extension to move. Have not heard from owner. This has been on the back burner with so many other active projects happening. There's been some citizen interest, researching the project and sharing information with staff. More to come at 9/1 council meeting.</p>
12	Ongoing	CERT Training	Emergency Preparedness	Council	In progress. Training TBD.
13	2020	Partnership with Sacred Heart	Opportunities for park land	TBD	<p>City staff met with Sacred Heart in 2020 to discuss a possible partnership with the Church on providing land for a park. Waiting for response from Sacred Heart meeting on 01/18. Parks and Rec meeting with Sacred Heart March 15th at 6:30 to hear their decision on leasing the property on the corner of 5th St. Mayor Gilland received advance notice that they did not want anything that permanent on the property. The committee decided to present the other options to city council. Committee report on April 7th indicated a "no go" for skate park, but would be open to other ideas not involving permanent park implements.</p>

City of Gervais
Activity Tracker
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Item No.	Date	Issue/Task	Summary	Staff	Update/Completion Date
14	05/2021	New city website	Update city's website	Denise/Susie	Introduced at 5/6/21 council meeting. Should pick this back up and research more costs/companies for follow-up discussion. Will budget for new website in 2022-23. In FY 2022-23 budget. Starting to schedule meetings to demo.
15	04/2021	Discussion on using ARPA Funds	American Rescue Plan Act	Susie/Council	Introduced at 4/1/21 council meeting. Received \$306,568 on 8/23/21 (first tranche). Total expected is \$562,000. Council needs to have a discussion on how funds should be used in accordance with US Treasury Guidance. Funds to be allocated by 12/31/24. https://www.orcities.org/resources/reference/arp/arp-webinar
16	12/2/21	Veterans Memorial Wall	Honor Veterans	Council	Councilor Gonzalez researching. Mayor Gilland and Laura Clifton watched a webinar. There have been discussions on locations. Mayor Gilland and Councilor Gonzalez gave a presentation on bricks at March council meeting. Mayor Gilland indicated a committee would be formed and Councilor Foreman volunteered for the committee. Councilor Gonzalez to give an update on May council meeting.
17	3/19/2022	Wastewater Transfer Pump, Forced Main and Aeration Upgrades	Upgrade wastewater treatment	Susie/John	City awarded \$1 million from Marion County ARPA Round 1 to use for this project. Marion County is working on award contract so that City can begin project design. Council to approve award agreement July 7 th . In design.
18	06/02/2022	Solids Collector @ Lagoons	Help to remove solids in lagoons to help preserve components in treatment system.	Susie/John	Council approved purchase of solids collector on June 2 nd . City Engineer is working on design. Cost will be covered with Wastewater SDC funds.

City of Gervais
 Activity Tracker
 Last Updated: August 25, 2022

Completed Items

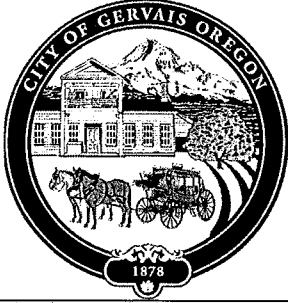
Date Initiated	Issue/Task	Summary	Staff	Completion Date
08/19/21	Pay equity analysis	Compliance with Equity Act	Susie	12/02/2021
05/06/21	Fencing around Ivy Woods retention pond	Presents a danger to children.	John	12/08/2021
11/04/21	Putting audio on website	Availability of audio to the public.	Denise	12/03/2021
2020-21 Budget	Generator for lagoon	Replace old generator that doesn't operate	John	Ordered 10/2021
Ongoing	Railroad Crossing on Ivy	Crossing is hazardous and in disrepair.	John	John R. reported to council on October 7, 2021 that he contacted Marion County Public Works, who has been in contact with UPRR. UPRR has no date for repair. John contacted UPRR again on 1/11. UPRR has reissued a new report #2022-01-11-159BEH. UPRR repaired crossing on 3/24 and 3/25/22.
12/2/21	Dial-a-Ride/Cherriots for senior citizens	Assisting seniors with transportation	Council	Councilor Harvey offered to check on this for Gervais. John checked with several people and found that this is cost prohibitive for the City. Recommendation is to keep what we have. Some insurance companies can cover a taxi service.
11/4/21	Update council rules	Review council rules for possible changes	Susie	Susie gave the council a copy of LOC's model rules and current rules for council to compare/contrast. Think about what should be added/deleted. City attorney can return in January during a worksession for assistance in drafting new rules. City council would like Bill Monahan from COG to assist. Mr. Monahan will be

City of Gervais
 Activity Tracker
 Last Updated: August 25, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
11/04/21	Circus	Community entertainment	Susie/Council	<p>here for January 20th worksession to assist. Contract needs to be approved at 1/6 council meeting. Bill Monahan provided draft rules with his edits and suggestions for council to review at March council meeting. Susie, will provide the council with draft that went to Bill Monahan. Worksession 3/31/22 to continue work on updates. Resolution 22-003 to update council rules will be considered for adoption at May 5th council meeting. Resolution was adopted May 5, 2022.</p> <p>Tabled to December council meeting for discussion. Council approved to sponsor 12/2. Susie signed contract 12/7. Circus is May 22, shows at 2:00 pm and 4:30 pm behind Gervais Elementary. Confirmed with Dandy on 12/7. Need a decision on where to direct ticket sale proceeds – previous discussion was for DARE program or parks. Ticket proceeds will be split between parks and police community activities and DARE. Tickets are selling at city hall.</p>
10/21/21	Ordinance updates: Parking, noise, livestock	Need updates for yard parking, noise and livestock.	Susie and Mark	<p>Council reviewed relevant ordinances at 10/21/21 worksession. Suggested revisions will be sent to city attorney for review. Staff will bring back to council for approval by March. Draft sent to City Attorney's office. Will be delayed a couple of months due to extra workload with one attorney on extended leave. Ordinance to adopt updates will be 4/7 agenda. Yard parking updates take a different process because it's part of the development code. Will work with City planner. Ordinances 22-001 and 22-002 were adopted for updates to include livestock and cats and also updates for discarded vehicles.</p>
12/3/2020	Shared use building with	Provide fire	Susie/John/Mark	<p>Chief Joe Budge made multiple presentations to city</p>

City of Gervais
Activity Tracker
Last Updated: August 25, 2022

Date Initiated	Issue/Task	Summary	Staff	Completion Date
	Woodburn Fire	apparatus in Gervais to decrease response times.		<p>council. Bond was passed in May, 2021. Plans to use some of that bond renewal revenue to begin construction process after July, 2022. Chief Budge will work with city staff. On 3/3, Chief Budge provided an update to the city council letting them know the application to Marion County ARPA Program was not approved. Woodburn Fire is looking at other options. WFD Board approved \$3.1 million project cost to purchase land and construct fire station on Butteville north of town. Due to a change in circumstances, building will not be shared with public works.</p>

	Agenda Item No.:	Topic:
	9 a	Oregon Infrastructure Contract - 4599-DR-OR
	Agenda Type:	
	Action Item	
	Meeting Date:	
September 1, 2022		
		Prepared by:
		Susie Marston

In May, 2021, a federal disaster was declared following the 2021 Ice Storm event that nearly destroyed the City's poplar tree farm. This declaration made Gervais eligible for FEMA funding assistance, with FEMA covering 75% of eligible costs and the City covering the remaining 25%. Since that time, Public Works and I have been meeting regularly with a FEMA representative to file all of the required documentation on the damages and on the work to restore the tree farm in order to get reimbursed.

The project is nearly done and our FEMA funding is waiting at Oregon Emergency Management (OEM) waiting to be released. These are federal dollars that are passed to the recipients via OEM, which requires that the City enter into a contract that will allow us to receive these funds from the State.

Following this memo is the formal contract by which the City will be receiving the disaster relief funds from FEMA.

Recommended Motion:

I move to approve the State of Oregon Office of Emergency Management Infrastructure Contract 4599-DR-OR.

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4599-DR-OR

1.0 PARTIES TO THIS AGREEMENT

This Agreement is made and entered into by and between the State of Oregon, by and through the Oregon Military Department, Office of Emergency Management, hereinafter referred to as "OEM" and City of Gervais a political subdivision of the State of Oregon, hereinafter referred to as the "SUBRECIPIENT".

This Agreement shall be effective upon execution by the parties and receipt of any approvals required by law and shall terminate on the earlier of: (i) as provided in Section 17 of this Agreement, (ii) the end of the Agreement Period specified below or (iii) June 30, 2027.

WHEREAS the President of the United States has declared that a major disaster exists in the State of Oregon based on damage resulting from the Severe Winter Storm from February 11, 2021 through February 15, 2021.

WHEREAS OEM is authorized by the 2021 FEMA-State Agreement for the Severe Winter Storm to execute on behalf of the State of Oregon all necessary documents for public assistance, including approval of sub-grants and certification of claims;

THEREFORE, the Parties mutually agree to the following:

2.0 PURPOSE

Federal funding is provided by the Federal Emergency Management Agency (FEMA) and is administered by OEM. Under the authority of Presidential Major Disaster Declaration FEMA 4599-DR-OR ("FEMA Declaration"), OEM is reimbursing the SUBRECIPIENT for those eligible costs and activities necessary for the repair and restoration of public facilities damaged during the period of February 11, 2020 through February 15, 2021, in the manner described herein and in accordance with the completed Project Worksheets sheets submitted by SUBRECIPIENT and approved by FEMA and OEM. The parties understand and agree that after the project(s) described in a Project Worksheet is reviewed and approved by FEMA and OEM and determined to be eligible for funding under the FEMA Declaration in terms of an eligible SUBRECIPIENT, project and amount, then the amount(s) set forth in the Project Worksheet will be transferred from FEMA to OEM for disbursement on a reimbursement basis as set forth in this Agreement. For any project(s) that SUBRECIPIENT seeks reimbursement for under the FEMA Declaration, SUBRECIPIENT shall obtain a completed, executed and approved Project Worksheet substantially in the form of the attached Exhibit B.

3.0 TIME OF PERFORMANCE

Activities payable under this Agreement and to be performed by the SUBRECIPIENT under this Agreement shall be those activities which occurred on or subsequent to the incident period defined in the FEMA-State Agreement and shall terminate upon completion of the project(s) approved by federal and state officials, including completion

of close out and audit, all as detailed in the applicable FEMA application and Project Worksheet. This period shall be referred to as the "Agreement Period."

4.0 CLOSE-OUT

It shall be the responsibility of OEM to issue close-out instructions to the SUBRECIPIENT upon completion of the project(s).

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4599-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute 75 percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required 25 percent match to any eligible project costs identified in the Project Worksheet.

6.0 PAYMENTS

OEM, using funds granted for the purposes of the Presidential Major Disaster Declaration from FEMA and allocated by FEMA pursuant to the applicable Project Worksheet, shall issue payments to the SUBRECIPIENT as follows:

1. Small Projects:
 - a) Small Projects are eligible for funding up to an amount designated by FEMA as provided in 44 CFR 206.205(a). For FEMA-4599-DR-OR, that amount is \$132,800.
 - b) Payments are made for all small projects to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request to OEM, and the subsequent approval by OEM.
2. Large Projects
 - a) Large Projects are eligible for funding in excess of the amount allowed for initial approval, as provided in 44 CFR 206.205(b).
 - b) Partial Payments: Partial payment of funds for costs already incurred on large projects may be made to the SUBRECIPIENT upon submission of a State of Oregon Disaster Assistance Payment Request, with appropriate supporting documentation, to OEM, upon approval by OEM.

- c) Final Payment: Final payment will be made upon submission by the SUBRECIPIENT of CERTIFICATION OF LARGE PROJECT COST, completion of project(s), completion of all final inspections by OEM, and final approval by FEMA. Final payment may also be conditioned upon a financial review, if determined necessary by OEM or FEMA. Adjustments to the final payment may be made following any audits conducted by the Oregon Secretary of State's Audits Division or the United States Inspector General's Office.

All payment requests shall be made on a State of Oregon Disaster Assistance Payment Request Form to OEM, which references the appropriate Project Worksheet (PW), and appropriate documentation as required.

3. Funding shall not exceed the total federal contributions eligible for the repair and restoration costs under this Presidential Major Disaster Declaration FEMA-4599-DR-OR and the amount(s) approved in the applicable PW. On Large Projects, OEM reserves the right to make any inspection prior to release of any payment or at any time during the duration of this Agreement.

7.0 RECORDS MAINTENANCE

The SUBRECIPIENT shall maintain books, records, documents, and other evidence and accounting procedures and practices, which sufficiently and properly reflect all direct costs of any nature expended in the performance of this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit by OEM personnel, other personnel duly authorized by OEM, the Secretary of State's Audits Division or the United States Inspector General. The SUBRECIPIENT will retain all books, records, documents, and other material relevant to this Agreement for six years after date of final payment, or an extended period as established by FEMA in 2 CFR § 200.333.

8.0 PROPERTY/EQUIPMENT MANAGEMENT AND RECORDS CONTROL AND RETENTION OF RECORDS and REPORTING

1. Property/Equipment Management and Records Control. The Subrecipient agrees to comply with all requirements set forth in 2 CFR §200.333 for the active tracking and monitoring of property/equipment. Procedures for managing property/equipment, whether acquired in whole or in part with grant funds, until disposition takes place, will, at a minimum, meet the requirements set forth in 2 CFR §200.313, 314 and 329, and the following requirements:
 - a. All property/equipment purchased under this agreement, whether by the Subrecipient or a subcontractor, will be recorded and maintained in the Subrecipient's property/equipment inventory system.
 - b. The Subrecipient shall maintain property/equipment records that include: a description of the property/equipment, the manufacturer's serial number, model number, or other identification number, the source of the property/equipment, including the, Project Worksheet number, Catalog of Federal Assistance Listing / CFDA number, who holds title; the acquisition date; the cost of the property/equipment and the percentage of Federal participation in the cost, the location, use and condition of the

property/equipment, and any ultimate disposition data including the date of disposition and sale price of the property/equipment.

- c. A physical inventory of the property/equipment must be taken and the results reconciled with the property/equipment records, at least once every two years.
 - d. A control system must be developed to ensure adequate safeguards to prevent loss, damage or theft of the property/equipment. Any loss, damage or theft shall be investigated.
 - e. Adequate maintenance procedures must be developed to keep the property/equipment in good condition.
 - f. If the Subrecipient is authorized to sell the property/equipment, proper sales procedures must be established to ensure the highest possible return.
 - g. The Subrecipient shall pass on property/equipment management requirements that meet or exceed the requirements outlined above for all subcontractors, consultants and the Subrecipients who receive pass-through funding from this grant agreement.
2. Retention of Property/Equipment Records. Records for property/equipment shall be retained for a period of six years from the date of the disposition or replacement or transfer at the discretion of the awarding agency. Title to all property/equipment and supplies purchased with funds made available under the FEMA Public Assistance program shall vest in the Subrecipient agency that purchased the property/equipment, except as may be provided in 2 CFR §200.313.

9.0 AUDITS

If Subrecipient expends \$750,000 or more from all federal funding sources during its fiscal year, Subrecipient must submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200.f. The SUBRECIPIENT is to procure, at its own cost, audit services based on the following guidelines:

As applicable, the SUBRECIPIENT must ensure the audit is performed in accordance with Generally Accepted Accounting Principles and Generally Accepted Government Auditing Standards developed by the Comptroller General; and all state and federal laws and regulations governing the program.

The SUBRECIPIENT must prepare a Schedule of Financial Assistance for federal funds that includes: Grantor name (OEM), program name, federal catalog number (Federal Listings number-97.036), total award amount, beginning balance, current year revenues, current year expenditures and ending balance. With the submission and completion of each Project Worksheet OEM is required by 2 CFR 200.331 (pursuant to FEMA Public Assistance Program Interim Guidance on 2 C.F.R. Part 200) to complete the information set forth in Exhibit A to this Agreement. SUBRECIPIENT shall submit with each Project

Worksheet any information requested by OEM that is necessary to accurately complete Exhibit A.

The SUBRECIPIENT shall maintain records and accounts in such a way as to facilitate OEM's audit requirements and shall ensure that Subcontractors also maintain records which are auditable. The SUBRECIPIENT is responsible for any audit exceptions incurred by itself or by its Subcontractors. OEM reserves the right to recover from the SUBRECIPIENT disallowed costs resulting from the final audit.

The SUBRECIPIENT shall send the audit report to OEM's Project Administrator as soon as it is available, but no later than nine months after the end of the SUBRECIPIENT's fiscal year in which SUBRECIPIENT receives any funds under this Agreement. Responses to previous management findings and disallowed or questioned costs shall be included with the audit report. The SUBRECIPIENT will respond to OEM's requests for information or corrective action concerning audit issues within 30 days of the request.

The SUBRECIPIENT shall include these requirements in any subcontracts.

10.0 RECOVERY OF FUNDS

In the event that the SUBRECIPIENT fails to complete the project(s), fails to expend or is overpaid federal funds in accordance with federal or state disaster assistance laws or programs, or is found by audit or investigation to owe funds to the State or to FEMA, OEM reserves the right to recapture funds in accordance with federal or state laws and requirements. Repayment by the SUBRECIPIENT of funds under this recovery provision shall occur within 30 days of demand. In the event that OEM is required to initiate legal proceedings to enforce this recovery provision, OEM shall be entitled to its costs thereof, including reasonable attorney fees.

The SUBRECIPIENT shall be responsible for pursuing recovery of monies paid under this Agreement in providing disaster assistance against any party that might be liable, and further the SUBRECIPIENT shall cooperate in a reasonable manner with the State and the United States in efforts to recover expenditures under this Agreement.

In the event the SUBRECIPIENT obtains recovery from a responsible party, the SUBRECIPIENT shall first be reimbursed its reasonable costs of litigation from such recovered funds. The SUBRECIPIENT shall pay to the state the proportionate federal share of all project funds recovered in excess of costs of litigation.

11.0 CONFLICT OF INTEREST

The SUBRECIPIENT will prohibit any employee, governing body, contractor, subcontractor or organization from participating if the employee or entity has an actual or potential conflict of interest that a public official would have under ORS Chapter 244. In addition, SUBRECIPIENT must disclose in a timely manner and in writing to OEM, all violations of Federal criminal law involving fraud, bribery, or gratuity potentially affecting the funds provided under this Agreement as provided in 2 CFR § 200.113.

12.0 POLITICAL ACTIVITY

No portion of the funds provided herein shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or influence the approval or defeat of any ballot measure.

13.0 ASSIGNMENT

This Agreement, and any claim arising under this Agreement, is not assignable or delegable by the SUBRECIPIENT either in whole or in part.

14.0 SUBCONTRACTS FOR ENGINEERING SERVICES

In the event that the SUBRECIPIENT subcontracts for engineering services, the SUBRECIPIENT shall require that the engineering firm be covered by errors and omissions insurance in an amount not less than the amount of the firm's subcontract. If the firm is unable to obtain errors and omissions insurance, the firm shall post a bond with the SUBRECIPIENT for the benefit of the SUBRECIPIENT of not less than the amount of its subcontract. Such insurance or bond shall remain in effect for the entire term of the subcontract. The subcontract shall provide that cancellation or lapse of the bond or insurance during the term of the subcontract shall constitute a material breach of the subcontract and cause for subcontract termination. The SUBRECIPIENT shall cause the subcontractor to provide it with a 30-day notice of cancellation issued by the insurance company.

15.0 APPEALS

Consistent with the Code of Federal Regulations, 44 CFR 206.206, the SUBRECIPIENT may appeal any determination previously made related to the federal assistance for the SUBRECIPIENT. The SUBRECIPIENT's appeal shall be made in writing and submitted to OEM within 60 days after receipt of notice of the action which is being appealed. The appeal shall contain documented justification supporting the SUBRECIPIENT's position.

Upon receipt of a SUBRECIPIENT's appeal, OEM will review the material submitted, make such additional investigations as necessary, and shall forward the appeal with a written recommendation to FEMA within 60 days. Within 90 days following receipt of the appeal, FEMA shall advise OEM, in writing, as to the disposition of the appeal or the need for additional information. If the decision is to grant the appeal, then FEMA will take the appropriate implementing action.

16.0 GOVERNING LAW AND VENUE

This Agreement shall be governed 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 OEM and SUBRECIPIENT that arises from or relates to this Agreement shall be brought and conducted solely and exclusively within the Circuit Court of Marion County for the State of Oregon provided, however, if the Claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively with the United States District Court for the District of Oregon. SUBRECIPIENT, BY EXECUTION OF THIS AGREEMENT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

17.0 TERMINATION

1. Except as otherwise provided in this Agreement, either party may terminate this Agreement (which includes the applicable Project Worksheet(s)) upon giving thirty (30) days written notice to the other party. In the event of termination of this

Agreement, each party shall be liable only for project costs and allowable expenses incurred by the other party, prior to the effective date of termination.

2. OEM may terminate all or part of this Agreement or may change the project specifications set forth in a Project Worksheet if there is a reduction in federal funds which are the basis for this Agreement, and OEM approves the reduction.
3. OEM may terminate this Agreement, in whole or in part, immediately upon written notice to SUBRECIPIENT, or at such later date as OEM may establish in such notice, if SUBRECIPIENT commits any material breach or default of any covenant, warranty, obligation or certification under this Agreement. In its notice, OEM may permit SUBRECIPIENT an opportunity to cure the breach, default or Failure in such time and on such terms as OEM may specify in such notice.

18.0 WAIVERS

The failure of OEM to exercise, and any delay in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any further exercise thereof or the exercise of any other such right, power or privilege. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

19.0 INDEMNIFICATION

To the extent permitted by any constitutional and statutory limitations applicable to SUBRECIPIENT, including, but not limited to, provisions relating to debt limits, tort claims limits and workers' compensation, the SUBRECIPIENT shall, as required by ORS 401.178, indemnify, defend, save and hold harmless the United States and its agencies, officers, employees, agents and members, and the State of Oregon and its agencies, officers, employees, agents and members, from and against all claims, damages, losses, expenses, suits or actions of any nature arising out of or resulting from the activities of SUBRECIPIENT, its agencies, officers, employees, agents, members, contractors or subcontractors under this Agreement.

20.0 SUBRECIPIENT ASSURANCES

SUBRECIPIENT represents and warrants to OEM as follows:

1. SUBRECIPIENT is political subdivision of the State of Oregon. SUBRECIPIENT has full power, authority and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.
2. This Agreement has been duly authorized, executed and delivered on behalf of Subrecipient and constitutes the legal, valid and binding obligation of Subrecipient, enforceable in accordance with its terms.
3. The SUBRECIPIENT hereby assures and certifies that it will comply with all applicable state and federal laws and regulations, including, but not limited to, the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 USC §§ 5121-5206 (Public Law 93-288, as amended; hereafter "Stafford Act"); 44 CFR Parts 7, 18 and 206, and Subchapters B, C and D; 2 CFR Part 200 (including Appendix II); the Oregon State Public Assistance Administrative Plan DR4258; Wages, Hours and Records Laws (ORS Chapter 652) Minimum

Wages; Employment Conditions; Minors (ORS Chapter 653) and Unemployment Insurance Laws (ORS Chapter 657).

4. The emergency or disaster relief work for which federal assistance is requested herein does not or will not duplicate benefits received for the same loss from any other source.
5. The SUBRECIPIENT will operate and maintain the facilities being restored using funds provided under this Agreement in accordance with the minimum standards as may be required or prescribed by the applicable federal, state and local agencies for the maintenance and operation of such facilities.
6. The SUBRECIPIENT will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards, and will evaluate the hazards in areas in which the proceeds of the grant are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices. SUBRECIPIENT will, prior to the start of any construction activity, ensure that all applicable federal, state and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act and all other federal and state environmental laws.
7. The SUBRECIPIENT will not enter into a contract with a contractor who is on the General Services Administration (GSA) List of Parties Excluded from Federal Procurement or Non-procurement Programs.
8. The SUBRECIPIENT will comply with minimum wage and maximum hours provision of the Federal Fair Labor Standards Act.
9. The SUBRECIPIENT shall comply with all applicable federal and state non-discrimination laws, regulations, and policies. No person shall, on the grounds of age, race, color, sex, religion, national origin, marital status, or disability (physical or mental) be denied the benefits of, or otherwise be subjected to discrimination under any project, program, or activity, funded, in whole or in part, under this Agreement (as required by Executive Orders 11246, 11375, 41 CFR Part 60-1.4(b), the provisions of which are incorporated herein by reference). A violation of this provision is a material breach and cause for termination under Section 17.0 of this Agreement.
10. The SUBRECIPIENT shall utilize certified minority-owned and women-owned businesses (MWBE's) to the maximum extent possible in the performance of this Agreement.
11. Reserved
12. The SUBRECIPIENT and its contractors, subcontractors and other employers providing work, labor or materials as a result of the application are subject employers under the Oregon Workers' Compensation Law. All employers, including SUBRECIPIENT, that employ subject workers who work under this Agreement 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. Contractor shall ensure that each of its

Subcontractors complies with these requirements. This shall include Employer's Liability Insurance with coverage limits of not less than \$100,000 for each accident.

13. Reserved

14. Reserved

15. Subrecipients will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5).

16. Notice of awarding agency requirements and regulations pertaining to reporting.
– Reporting requirements: The Subrecipient will submit a Quarterly Project Status Report (OEM Form) on all Large projects to OEM on a 3-month interval. OEM will submit quarterly progress reports to FEMA that will contain the status of all large projects that have not received final payment. The first quarterly report will be submitted on a quarterly schedule mutually agreed upon between FEMA and OEM. Quarterly reports after that date will be due in OEM by July 15, October 15, January 15 and April 15.

17. Subrecipient will comply with all applicable standards, orders or requirements issued under the Clean Air Act (42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 1.1 *et seq.*).

18. Subrecipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conversation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

21.0 OWNERSHIP OF PROJECT/CAPITAL FACILITIES

OEM makes no claim to any capital facilities or real property improved or constructed with funds under this Agreement, and by this grant of funds does not and will not acquire any ownership interest or title to such property of the SUBRECIPIENT.

22.0 ACKNOWLEDGMENTS

The SUBRECIPIENT shall include language which acknowledges the funding contribution of the Federal Emergency Management Agency (FEMA) to the project in any release or other publication developed or modified for, or referring to the project.

23.0 INSURANCE

The SUBRECIPIENT will comply with the insurance requirements of the Stafford Act, as amended, and obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired or constructed with this assistance.

24.0 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 and applications of this Agreement 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.

25.0 HEADINGS

The section headings in this Agreement are included for convenience only, do not give full notice of the terms of any portion of this Agreement and are not relevant to the interpretation of any provision of this Agreement.

26.0 AGREEMENT ADMINISTRATION

The Parties' representatives for purposes of this Agreement are:

For SUBRECIPIENT:

NAME *SUSIE MARSTON*
TITLE *CITY MANAGER*
ADDRESS *PO Box 329*
CITY *GERVAIS*
Phone: *503-792-4900*
Fax: *503-792-3791*

For OEM:

Stanton E Thomas
Alternate Governor's Authorized Representative
Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
Phone: (503) 378-3181
Fax: 503-373-7833

Notices under this Agreement shall be given in writing by personal delivery, facsimile, email or by regular or certified mail to the person identified in this Section, or to such other person or at such other address as either party may hereafter indicate pursuant to this section. Any notice delivered personally shall be deemed received upon delivery. Notice by facsimile shall be deemed given when receipt of the transmission is generated by the transmitting machine. Notice by email is deemed received upon a return email or other acknowledgment of receipt by the receiver, and notice by certified or registered mail is deemed received on the date the receipt is signed or delivery is refused by the addressee.

27.0 ENTIRE AGREEMENT

This Agreement, when combined with one or more completed Project Worksheets, sets forth the entire agreement between the parties with respect to the subject matter hereof. Except for the completion of Project Worksheets, any additional terms and conditions imposed by the Federal Emergency Management Agency or OEM will be incorporated into a written amendment to this Agreement. Commitments, warranties, representations and understandings or agreements not contained, or referred to, in this Agreement with completed Project Worksheets or written amendment hereto shall not be binding on either party. Except as may be expressly provided herein, no alteration of any of the

terms or conditions of this Agreement will be effective without the written consent of both parties.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Agreement as of the date and year written below.

Stanton E. Thomas, Alternate GAR
Office of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

Sam Zeigler
Assistant Attorney General
By Email
DATE: 12/1/20

Federal Tax ID No. (TIN):

DUNS #:

Organization:

Office of Emergency Management
P. O. Box 14370
Salem, OR 97309-5062
CFDA: 97.036

Address:

Phone:

EXHIBIT A -

Information Required by 2 CFR 200.332(a)(1)

Federal Award Identification

1. Subrecipient* Name (which must match the name associated with 2. below):
2. Subrecipient's Unique Entity Identifier (i.e. DUNS number):
3. Federal Award Identification Number (FAIN): 4599DRORP0000
4. Federal Award Date of award to the recipient by the Federal agency:
5. Sub-award Period of Performance Start and End Date: plus any time extension requests that are approved
6. Sub-award Budget Period Start and End Date:
7. Total Amount of Federal Funds Obligated by this Agreement:
8. Total Amount of Federal Funds Obligated to the Subrecipient by the pass-through entity including this Agreement**: \$
9. Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:
10. Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):
11. Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:
 - (a) Name of Federal awarding agency: Federal Emergency Management Agency
 - (b) Name of pass-through entity: Oregon Office of Emergency Management
 - (b) Contact Information for Awarding Official of the pass-through entity: Alternate Governor's Authorized Representative (AGAR) Stan Thomas, 503-378-3181, stan.thomas@state.or.us
12. Federal Award:
 - (a) Assistance Listings number and Title: 97.036
Amount: \$
 - (b) Disaster Declaration Date: 5/4/2021
 - (c) Incident Period: 2/11/2021-2/15/2021
13. Is Award Research and Development? Yes No
14. Indirect Cost Rate: 0

*For the purposes of this Exhibit A, "Subrecipient" refers to SUBRECIPIENT and "pass-through entity" refers to the State of Oregon, Office of Emergency Management.

**The total amount of federal funds obligated to the Subrecipient by the pass-through entity is the total amount of federal funds obligated to the Subrecipient by the pass-through entity during the current [federal][state] fiscal year.

Exhibit B

P	
Applicant Name:	Application Title:
Period of Performance Start:	Period of Performance End:

Bundle Reference # (Amendment #)	Date Awarded
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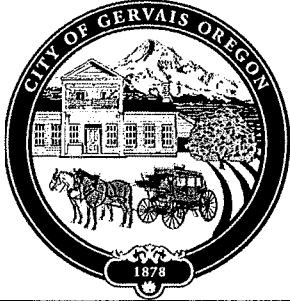
Subgrant Application - FEMA Form 90-91

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET						
DISASTER		PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4599 - DR -OR					
APPLICANT:				WORK COMPLETE AS OF:		
Site 1 of 1						
DAMAGED FACILITY:				COUNTY:		
LOCATION:					LATITUDE:	LONGITUDE:
Current Version:						
DAMAGE DESCRIPTION AND DIMENSIONS:						
SCOPE OF WORK:						
Current Version:						
Does the Scope of Work change the pre-disaster conditions at the site? Yes No				Special Considerations included? Yes No		
Hazard Mitigation proposal included? Yes No				Is there insurance coverage on this facility? Yes No		
PROJECT COST						

Exhibit B

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
				TOTAL COST	\$
PREPARED BY			TITLE	SIGNATURE	
APPLICANT REP.			TITLE	SIGNATURE	

SAMPLE

	Agenda Item No.:	Topic:
	9 b	Oregon Infrastructure Contract – 4599-DR-OR Amendment No. 1
	Agenda Type:	
	Action Item	
	Meeting Date:	
September 1, 2022		
		Prepared by:
		Susie Marston

On March 15, President Biden signed “H.R. 2471, Consolidated Appropriations Act, 2022” into law, which granted a minimum 90% federal cost share for any emergency or major disaster declaration declared from or having an incident period beginning between, January 1, 2020 and December 31, 2021. Specifically, the enacted law authorizes an increase to the standard 75% federal cost share to at least 90% for Public Assistance, the Hazard Mitigation Grant Program and specified Individual Assistance programs authorized under emergency and major disaster declarations.

Below is an approximate accounting of how this looks for Gervais. The City will be reimbursed under three categories. FEMA assigns cost codes to equipment that was used during the time that public works cleared limbs and for the generators running during the extended power outage. They also reimburse for the contractor we hired to clear between rows and temporary irrigation components to set up for emergency irrigation to stay in compliance with our DEQ permit. The City will be reimbursed approximately \$45,000 for these costs, which covers the 10% match on the project costs for the tree farm.

		Total	Federal Share (90%)	City Match (10%)
Project Costs		\$ 221,000	\$ 198,900	\$ 22,100
Insurance Proceeds		(164,880)	(148,392)	(16,488)
	Total Shared Costs	\$ 56,120	\$ 50,508	\$ 5,612
FEMA - CAT A	Clearing tree limbs and debris	(16,450)		(16,450)
FEMA - CAT B	Fuel for generators, clearing between tree rows for emergency irrigation	(28,425)		(28,425)
FEMA - CAT F	Tree Farm Project	(50,508)	(50,508)	
	Net Reimbursement to City	\$ (39,263)	\$ -	\$ (39,263)

The attached Amendment 1 reflects this change and amends the contract for DR-4599-OR (2021 Feb Ice Storm), which increases the federal share from 75% to 90% funding for the City’s poplar tree farm project.

Recommended Motion:

I move to approve the State of Oregon Office of Emergency Management Infrastructure Contract 4599-DR-OR Amendment No. 1.

STATE OF OREGON
OFFICE OF EMERGENCY MANAGEMENT
INFRASTRUCTURE CONTRACT 4599-DR-OR
AMENDMENT NO. 1

This is Amendment No. 1 ("Amendment") to the Agreement between the State of Oregon, by and through its Department of Emergency Management (formerly the Office of Emergency Management, a division of the Oregon Military Department), hereinafter referred to as "OEM" and **City of Gervais**, a political subdivision of the State of Oregon, hereinafter referred to as the "Subrecipient."

1. **Effective Date.** This Amendment shall become effective on the date it is fully executed and approved as required by applicable law.
2. **Amendment.** The Contract is hereby amended as follows (unless otherwise indicated, new language is indicated by **bold underlining** and deleted language is [*italicized and bracketed*]):

- a. Section 5.0 is amended as follows:

5.0 FUNDING

OEM will administer the disaster assistance program and reimburse any eligible costs for eligible projects to the SUBRECIPIENT which are identified under the auspices of the Presidential Major Disaster Declaration FEMA-4599-DR-OR and in the Project Worksheet. It is understood that no final dollar figure is committed to at the time that this Agreement is executed, but that financial commitments will be made as Project Worksheets are completed in the field and projects are authorized by state and federal officials. Each Project Worksheet that is completed, signed by FEMA and SUBRECIPIENT, and approved by OEM will constitute a new agreement that consists of the terms and conditions set forth in this Agreement and the completed Project Worksheet. OEM's obligation to disburse funds under this Agreement is contingent upon receipt of sufficient funds under the FEMA Declaration and sufficient appropriation, limitation, allotment or other expenditure authorization to make the disbursement.

The parties understand that FEMA will contribute [~~75~~] **90** percent of the eligible project costs identified in the Project Worksheet for any eligible project, that a Subrecipient allowance may be made at the end of a project, subject to FEMA approval of documentation submitted by OEM and as provided for in subsection 3 of Section 6.0 of this Agreement, and that no state funds are obligated for contribution under this Agreement.

The SUBRECIPIENT will commit and is responsible for providing the required [~~25~~] **10** percent match to any eligible project costs identified in the Project Worksheet.

3. **Original Agreement.** Except as expressly amended above, all other terms and conditions of original Agreement are still in full force and effect.

IN WITNESS WHEREOF, OEM and the SUBRECIPIENT have executed this Amendment as of the date and year written below.

Stan E. Thomas,
Alternate Governors Authorized Representative
Oregon Department of Emergency Management
Date:

Subrecipient Signature
Printed Name:
Title:
Date:

APPROVED
FOR LEGAL SUFFICIENCY

SUBRECIPIENT - PLEASE PRINT THE
FOLLOWING TO EXPEDITE PROCESSING

NAME
Assistant Attorney General

Federal Tax ID No. (TIN):

DATE:

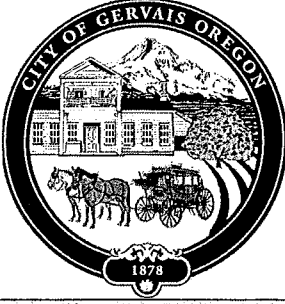
Organization:

Oregon Department of
Emergency Management
P. O. Box 14370
Salem, OR 97309-5062

Address:

Phone:

CFDA: 97-036

	Agenda Item No.:	Topic:
	10 a	Discussion on LOVE, Inc. – Water/Sewer Bill Assistance Program
	Agenda Type:	
	New Business	
	Meeting Date:	
September 1, 2022		
		Prepared by:
		Susie Marston

On August 9th, Mayor Gilland and I met with Rosetta Wangerin and Destinee Schuster from LOVE, Inc. and discussed the possibility of them managing funds to assist Gervais residents with paying their water/sewer bills.

Using the City of Woodburn as an example, these are the basics of how it works with them:

- City of Woodburn has a signed agreement with LOVE, Inc.
- Woodburn sends a certain amount of money for LOVE, Inc. to manage assistance with water/sewer bills.
- Customers requesting assistance must show a shut-off notice.
- Recipients are only allowed assistance one time per year with a \$300 cap.

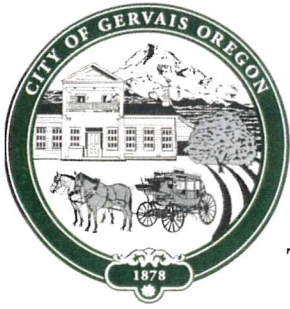
LOVE, Inc. charges 15% on the total amount of assistance they give. If they paid \$200 for someone, the City's fee would be \$30.

If the Council decides they would like to work with LOVE, Inc., the City would set the guidelines on how the assistance is given. The Council would have to decide how much to send to LOVE, Inc. to use for assistance. LOVE, Inc. would set up a separate bank account for the City's money.

For Gervais, by the time somebody's account is in shut-off status, the balance due is usually around \$180, which is two months' worth of unpaid bills. Late notices showing this amount due go out on the 15th of each month, and shut-offs happen on the 6th of each month (as long as it's not Friday, Saturday or Sunday). We normally have around 10-15 shut-offs each month out of approximately 700 accounts, which is not bad.

As an example, if the City sent \$5,000 per year to LOVE, Inc, it would help about 2 people per month and total administrative fees would be \$750.

This is information for council discussion and no action is expected unless the city council decides to direct staff to work with LOVE, Inc. to set up an agreement.



11a

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) 1-800-735-2900 Spanish (TTY/V) 1-800-735-3896

Date: August 22, 2022

To: Mayor and City Councilors

From: Susie Marston, City Manager

Re: Staff Report for September 1, 2022

We received a new land-use application for a proposed storage unit facility in town. A public hearing for this application will likely take place at the October 6th council meeting.

The City Council and Gervais School Board will be meeting jointly on September 15 at 6:00 pm at the school district. The group will tour school facilities and come back for discussion. We will meet in the cafeteria at the high school, where the meeting will be called to order. If anyone needs any special accommodations during the tours, please let me know.

As a reminder, I will be attending the ICMA Annual Conference in Columbus, OH September 16-21.

Registration for the Annual LOC Conference is open. It will be held in Bend October 5-7. If you are interested in attending, please let me know, and I can help to get you registered. The October council meeting falls on October 6, so if councilors want to attend the conference, the city council may want to reschedule the regular council meeting to another date?

I have registered to attend the LOC Conference, and I will be gone October 4-7. I will plan on zooming into the council meeting the evening of the 6th if that date holds.

I am looking to have the exterior windows tinted for the administration office. I've checked with three vendors, with two returning quotes. Price for this project will be just under \$1,800. We are doing this with the main objective to reduce glare and also for safety considerations.

I have been working with Pam Bowles at CIS on updating the personnel handbook. She has a draft ready, and I will be meeting with her on September 2nd to review it.

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



Gervais Police Department

592 4th Street, P.O. Box 329

Gervais, OR 97026-0329

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

September 2022 Council Report

Reporting period between July 1, 2022 through July 31, 2022	
<u>Calls of service/CAD reports</u>	231
<u>Arrests</u>	3
<u>Traffic offenses</u>	51
<u>Traffic written warnings</u>	61
<u>Assist Agencies outside City limits</u>	4
<u>Assist Agencies inside City limits</u>	8

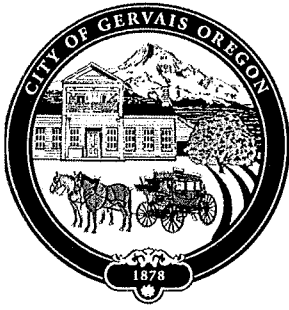
- **National Night Out** - This was the 10th annual NNO event, thanks to our Community Progress Team (CPT) who started this Gervais neighbor's event, and to Brian and Micky Wagner who kept the event going when the committee went inactive during COVID.

We had a great time supporting our neighbors. This has always been a great event for us to connect with our community, promote D.A.R.E, pass out free helmets, and talk about public safety and play games with the kids. We even got a little dancing in this year. An estimate sixty kids were served meals by the School District, and close to one-hundred burgers were consumed.

- **Ivy Woods event**- We worked with Gricel and Michael Malstrom on a date and time to meet the new neighbors. Gricel and Michael coordinated the event which was held on August 12 at 5pm in their driveway and front yard. Strawberry shortcake, hot dogs and burgers were served. Officer Carlos Camacho, Zane Rise and I attended. We had a great time. Several community leaders were in attendance as well.
- **City Hall Generator**- NW Natural installed and upgraded our gas meter to accommodate for the City Hall generator.

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

- 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

Gervais Public Works Council Report For the Month of August 2022

Tree Farm Update: Zones 9 and 10 have logged off. The grounds are in final preparation for the irrigation lines to be put down. No logs have been removed at this time.

The speed signs are operational and the data will be provided in a separate attachment.

At this time the sludge survey has not been received yet. The airators are being cleaned on a weekly basis which means the city will look at a solution to this issue.

Still waiting on bids for the lighting project in the Black Walnut Park.

The third bid for fourth St should be in the week of 22nd. Once that is in the project will be awarded and completed.

I am also obtaining three bids for the street repair on East Hemlock St. At this time only one has been received.

New transducer installed at the French Prairie Lift Station.

John Robinson

Public Works Superintendent